



**CITY COUNCIL AGENDA
SPECIAL CITY COUNCIL MEETING
May 2, 2022 4:00 P.M.**

The City of Montrose is committed to maintaining a safe, welcoming, family-friendly community, with affordable housing, where parents can raise their families; to ensuring our skilled, motivated employees provide high quality public services at a value; to sound stewardship and fiscal responsibility to ensure our city remains strong and prosperous, both now and into the future; to nurturing business-friendly partnerships to promote economic development and local jobs; to thoughtfully address community needs and plan for growth, innovation and sustainable development; and to ethical leadership that is responsive and accountable to our citizens.

Montrose City Community Center
200 Center Avenue South
Montrose, Minnesota 55363

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. BUSINESS**
 - a. Northridge 6th Addition Development Final Plat
 - i. Northridge 6th Addition Final Plat Review
 - ii. Northridge 6th Development Agreement
 - iii. Resolution 2022-22 – *A Resolution of the City Council of the City of Montrose Approving a Preliminary and Final Plat for a 27-Lot Single Family Residential Project in an R-1 Zoning District*
 - b. Demolition Quote for 101 Center Avenue North
 - c. 2021 Downtown Improvement Project Phase I – Change Order 1
 - d. Quote for Public Works Truck
 - e. No Mow May
- 5. ADJOURNMENT**



NORTHWEST ASSOCIATED CONSULTANTS, INC.

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422
Telephone: 763.957.1100 Website: www.nacplanning.com

MEMORANDUM

TO: Montrose Planning Commission

FROM: Stephen Grittman

DATE: February 4, 2022

MEETING DATE: February 9, 2022

RE: Montrose – Preliminary Plat for Northridge 6th Addition

FILE NO: 273.03 – 22.01

Background and Analysis

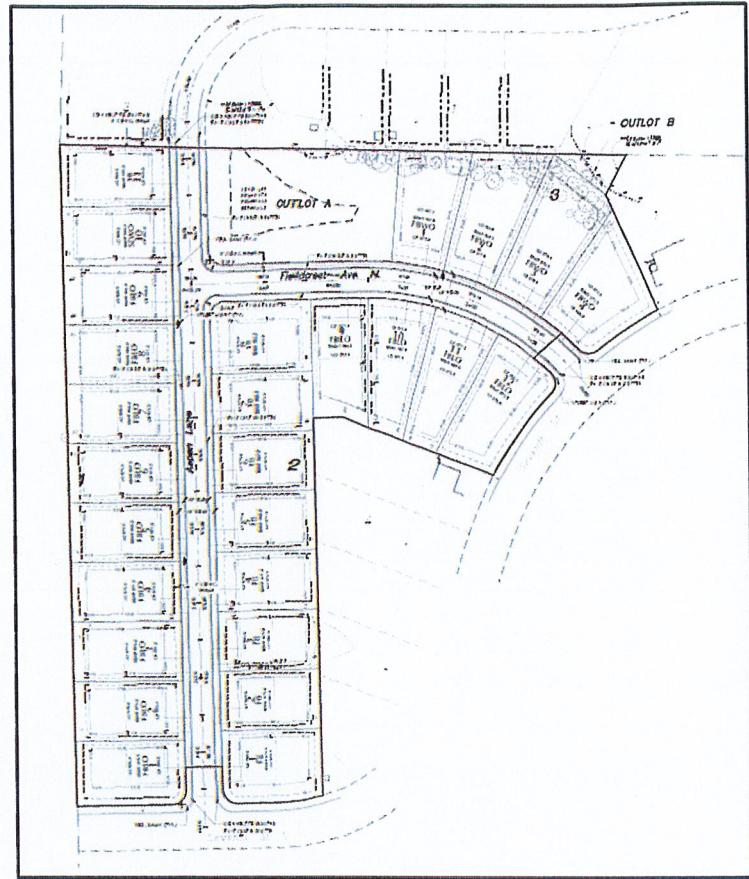
The subject property consists of approximately 10.6 acres, and is currently identified as Outlot A of Northridge 3rd Addition. As a part of the original Northridge plat, the property was planned for 27 single family lots and a pond outlot along an extension of Aspen Lane, a city street that is designed to connect to 7th Street, and then would eventually extend farther west and south to connect to Hogan Lane and other developed areas. The property is zoned R-1, Single Family Residential, and is adjoined by other single-family parcels to the north and east.

As it currently exists, the existing portion of Aspen Lane is approximately 1,100 feet long from its intersection with Emerson Avenue North. The extension of Aspen through this plat would complete a loop with 7th Street, which itself is a dead-end road of nearly 1,900 feet. As such, the current long temporary dead ends would be linked, resolving both public safety and maintenance difficulties.

Northridge 6th Addition Preliminary Plat.

The proposed subdivision consists of 27 proposed lots, in the same manner as the original Preliminary Plat, which had expired over time. The applicant illustrates home sites on each of the 27 parcels, consistent with the City's R-1 zoning regulations, which require lots of 10,000 square feet in area and 80 feet of width. Setbacks are shown to be consistent with the requirements for 25 feet front, 10 feet side, and 20 feet rear.

Corner lots are required (and are shown) to maintain a 25 foot setback from both streets.



The lots show a combination of lookout and walkout designs along the west side of Aspen Lane, with full basement lots along the east side of Aspen. The easterly extension of Fieldcrest Avenue shows full-basement walkouts and lookouts.

Tree Preservation/Replacement.

A significant amount of tree cover is impacted by the proposed plat. The City's Subdivision Ordinance allows 50% of the trees on a subdivision property to be removed for development activity. When more than 50% are removed, the additional removals are to be replaced at a 1.5 caliper inch replanting rate per 1.0 caliper inches removed.

For this project, the applicant's survey summary indicates that 81% of the caliper inches of existing trees are being removed, resulting in excess above the 50% threshold of 1,353 caliper inches of tree removal. This results in a required replacement of 2,031 caliper inches of new tree planting. At a typical size of 2.5 caliper inches at the time of planting, this would result in a replacement requirement of approximately 812 newly planted trees.

The proposed landscaping plan shows a planting plan of 104 new trees, or 260 caliper inches. The Subdivision Ordinance establishes two alternative replacement options for excess removal. That clause reads as follows:

- (a) Cash Payment. The subdivider may mitigate the tree loss via cash payment to the City. Such payment shall equal the product of the total required caliper inches to be replaced multiplied by the fee per diameter inch as set forth by the City fee schedule. The cash payment shall be utilized for City forestry projects as determined by the City.
- (b) Off-Site Planting. The subdivider may plant replacement trees upon either property located within the City which is either under the control of the subdivider or owned by the City of Montrose.

In planning staff's estimation, there are three factors that may be considered, given the extensive requirements for replacement planting. First, due to the nature of the property in question, there is a significant amount of tree cover that is inevitably going to be lost for street construction, house pad grading, and the associated lot and stormwater grading necessary.

However, it would appear that the west side of Aspen Lane, which is designed to have a combination of lookout and walkout house designs create a large part of the resultant tree loss. Exploring the option of lowering these buildings to full basement designs can sometimes have less impact on rear-lot grading. This option may save more of the existing tree cover – although it is noted in this plan that the grading plan is designed to direct stormwater to a series of rear catch basins, so this option could raise other issues with the project.

Secondarily, the rear-yard planting on many of the lots along the west of Aspen and the north of Fieldcrest have only limited tree planting, where much of the tree removal is occurring. Increasing tree planting in these rear areas could make up a portion of the gap.

Finally, front yard planting for the project is shown to be a single tree per lot. The Subdivision Ordinance provides for two trees per lot, and with 80 feet of lot width, this planting plan should be attainable.

Once these options are explored, the remaining gap should be assigned according to the ordinance cited above.

Parks, Trails, and Open Space.

The Subdivision Ordinance provides for park dedication from every subdivision, either land or cash. No park land is proposed with this project – a cash payment in lieu of land per City fee schedule would be expected, on the assumption that the park dedication

requirements for this portion of the Northridge project have not been accounted for previously.

Sidewalk is currently in place along the west side of Aspen Lane to the north. The proposed plat drawing includes an extension of this sidewalk along the west side of the street to 7th Street. In addition, the plans show sidewalk along the north side of Fieldcrest Avenue, linking 7th Street and Aspen Lane, in accordance with the Ordinance. Sidewalk is in place along the south side of 7th Street for its full length - no gaps are foreseen as a part of this project.

Summary and Recommendation

The proposed preliminary plat for Northridge 6th Addition is consistent with the original plat, and resolves an existing condition of two long, unconnected dead-end streets. The lot sizes for all lots are consistent with that plan, and with those of the surrounding neighborhoods. All lots meet the dimensional standards of the R-1 District, and as such, planning staff recommends approval of the Preliminary Plat, with the following conditions:

1. The applicant works with the city staff and consultants on amending grading in the plat to further reduce tree loss and the attendant replacement requirements.
2. The applicant increases replacement planting in accordance with the comments in this report and where available as a part of revisions to the grading plan noted above.
3. The applicant provides additional replacement tree planting not possible in the proposed plat in accordance with the Subdivision Ordinance noted above, including either or both tree planting in eligible off-site locations and/or cash payments according to city policy and ordinances.
4. The applicant enters into a development contract securing the various public and private improvements and the established required park dedication.
5. The applicant provides for and financially secures tree and lawn planting as a part of the plat construction.
6. The applicant complies with the requirements of the City Engineer related to street, utility, grading, and stormwater requirements.
7. Other recommendations of staff and/or Planning Commission following the public hearing.



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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Bolton-Menk.com

February 4, 2022

Honorable Mayor Moynagh
City Council Members
Planning Commission
City of Montrose

via e-mail: ibonniwell@montrose-mn.com

RE: Northridge 6th Addition - Preliminary Plat
Montrose, Minnesota
Project No.: 0W1.126364

Dear Council and Planning Commission,

We have reviewed the Preliminary Plat and Preliminary Construction Plans dated 1/12/2022 and have the following comments.

1. The proposed right-of-way width shall be modified to 60-feet to allow room for a 5' boulevard and 5' wide sidewalk within the right-of-way.
2. A detail for Pond #400 Outlet Control Structure shall be submitted.
3. Label the pond bottom elevation on the plan.
4. Water quality calculations shall be provided documenting compliance with TP and TSS requirements using the Minimal Impact Design Standards (MIDS) Calculator available on the MPCA website.
5. The Stormwater Pollution Prevention Plan shall be modified to indicate that the City of Montrose will be responsible for long term O&M of the permanent stormwater management system.
6. Inlet protection shall be installed on all existing inlets at Seventh St. and Aspen Lane intersection.
7. All slopes shall be a maximum of 4:1. The slopes in the rear yards of Block 2 exceed that slope.
8. All swales shall have a minimum slope of 2%. Lots 6 and 9 of Block 2 do not meet this requirement.
9. Emergency overflows shall be clearly noted on grading plan sheets and street and utility plans. Label the EOF across Aspen Lane near the north end of the project. All EOF's shall be seeded, blanketed, and protected with construction or silt fence so as to protect the finished grade during the home building process.
10. The Developer shall provide additional information on catch basins in back yards to show that no flooding of adjacent buildings will occur.
11. Lot 10, Block 1 low opening elevation shall be raised 0.5' to be 2' above the adjacent EOF.

12. Lots 8 and 9 Block 2 low opening elevations shall be 3' above the adjacent EOF.
13. There is an existing depression within the trees in the rear yard of Lot 2 Block 3. The grading plan shall address how this area will be drained (unless it is a delineated wetland in which case it shall be labeled and located within an easement or outlot).
14. A riprap EOF detail for the pond shall be provided.
15. Proposed contours shall contain additional labels.
16. The existing topography shall be shown a minimum 200 feet beyond the property line to the west.
17. The drainage and utility easement in the rear yard of Lot 8 Block 2 shall be 20' wide for access to the storm sewer.
18. All approved wetlands and adjacent 30' wetland buffers shall be shown and labeled on the grading plan and existing conditions plan. The wetlands and buffers shall be within an outlot with the exception of the small piece of wetland located in Outlot B which can be within a drainage and utility easement. Outlot B can be eliminated.
19. Crosswalks shall be installed across 7th Street at both intersections and at Aspen Lane and Fieldcrest Ave. Crosswalk signs shall also be installed.
20. Driveways for Lot 4 Block 3; Lots 1 and 12 Block 2 and Lot 1 Block 1 shall be moved away from the adjacent intersections to provide additional distance between the intersection and driveway.
21. Street plan and profile sheets shall be submitted with the final plans. Include labeling of all radii on the plan.
22. Include a typical section specific to this development in the final plans. The typical section shall consist of 60' or right-of-way with a 5' boulevard and 5' wide sidewalk all located within the right-of-way.
23. Utility plan and profile sheets shall be submitted with the final plans.
24. Proposed water and sewer services shall be shown on the final plans.
25. All storm sewer shall have a minimum cover of 3' over the top of the pipe.
26. A catch basin shall be added on the west side of Aspen Lane between Lots 8 and 9.
27. A catch basin shall be added in the rear yards between Lots 6 and 7 Block 1.
28. All watermain shall be PVC C900 complete with a tracer system.
29. All watermain fittings shall be secured using COR-BLUE-T-BOLTS or approved equal.
30. Two large zinc anode caps shall be installed on all fitting glands.
31. All watermain fittings shall be fusion bonded, epoxy coated, with a minimum thickness of 6-8 mils.
32. The connection to the existing sanitary sewer manhole shall include a Kor-n-Seal boot or approved equal.

Northridge 6th Addition – Preliminary Plat

February 4, 2022

Page 3

33. All catch basins within the roadway shall have rings coated with Flex-Seal.
34. The Street Sign Detail shall be modified to include 6" tall letters for street name signs.
35. All proposed trees shall be located outside of the drainage and utility easements. The trees within Outlot A can remain but shall not be located within 10' of any storm sewer pipe.
36. The tree preservation plan and landscape plan shall be subject to review and comment by the City Planner.
37. The applicant shall enter into a development agreement prior to recording of final plat.
38. All construction shall be in accordance with the City of Montrose Standards.
39. A soils report, including soil borings, shall be submitted.
40. The wetland delineation application has been received from the applicant. The delineation shall be approved prior to final plat submission.
41. As part of the final plat submittal, the Developer shall be responsible for obtaining all permits including but not limited to Corps of Engineer Wetland Impact permit (if applicable), Wetland Conservation Act Wetland Impact permit (if applicable), MDH Watermain Extension permit, MPCA Sanitary Sewer Extension permit, and MPCA NPDES Construction Stormwater permit.
42. Revised plans and documents incorporating the above referenced comments shall be submitted for review by the City Engineer prior to final plat approval.

We recommend approval of the Preliminary Plat contingent on the above referenced comments and those comments provided by other city staff, commissions, and council.

If you have any questions on the above, please call.

Sincerely,

Bolton & Menk, Inc.

Justin Kannas, P.E.
Principal Engineer

NORTHRIDGE PLAT SIX

MONTROSE, MINNESOTA

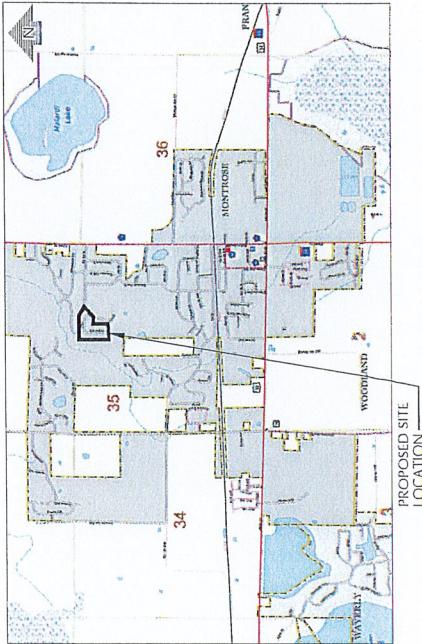
PLANS FOR:

SITE GRADING, SANITARY SEWER, WATER MAIN,
STORM SEWER AND STREET CONSTRUCTION

SHEET INDEX

C0-1	Cover Sheet
C1-1	Existing Conditions
C2-1	Site Plan
C2-1	Grading Plan
C3-1	Stormwater Pollution Prevention Plan (SWPPP)
C3-2	Stormwater Pollution Prevention Plan Notes
C3-3	Overall Utility Plan
C4-1	Sanitary Sewer & Watermain Plan & Profiles
C4-2	Sanitary Sewer & Watermain Plan & Profiles
C5-1	Street & Storm Sewer Plan & Profiles
C5-2	Street & Storm Sewer Plan & Profiles
C5-3	Storm Sewer Plan & Profiles
C5-4	Storm Sewer Plan & Profiles
C8-1	Civil Details
C8-2	Civil Details
C8-3	Civil Details
C8-4	Civil Details
L1-1	Tree Preservation Plan
L1-2	Tree Preservation Plan
L2-1	Landscape Plan
L2-2	Landscape Details

VICINITY MAP



DEVELOPER

JAY ROOS
2850 CUTTERS GROVE AVE; SUITE 207
ANOKA, MN 55303

PLANS FOR:

PLANNING
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ENVIRONMENTAL
7200 Ferndale Lane, Suite 300
Maple Grove, MN 55369
www.loucks.com

CROSS SECTION

LOUCKS
HOME'S
2850 CUTTERS GROVE AVE; SUITE 207
ANOKA, MN 55303
PHOTO BY: SPENCER KELLY
PRINTED BY: ERIC FORD
DATE: 06/29/2022

GENERAL COMMENTS

Louis Loucks, PE, SCS, PLS
2850 Cutters Grove Ave, Suite 207
Anoka, MN 55303
TEL: 612.840.3438
FAX: 612.477.3067
E-mail: lj@loucks.com
www.loucks.com
LIC# 003084
LIC# 000000000000000
SUBMITTAL COMMENTS
City Submittal
City Comments
5/6/2022
05/14/2022

PROFESSIONAL SIGNATURE

Gopher State One Call
Twin City Area: 651-454-0022
Toll Free: 1-800-252-1166

CALL BEFORE YOU DIG!

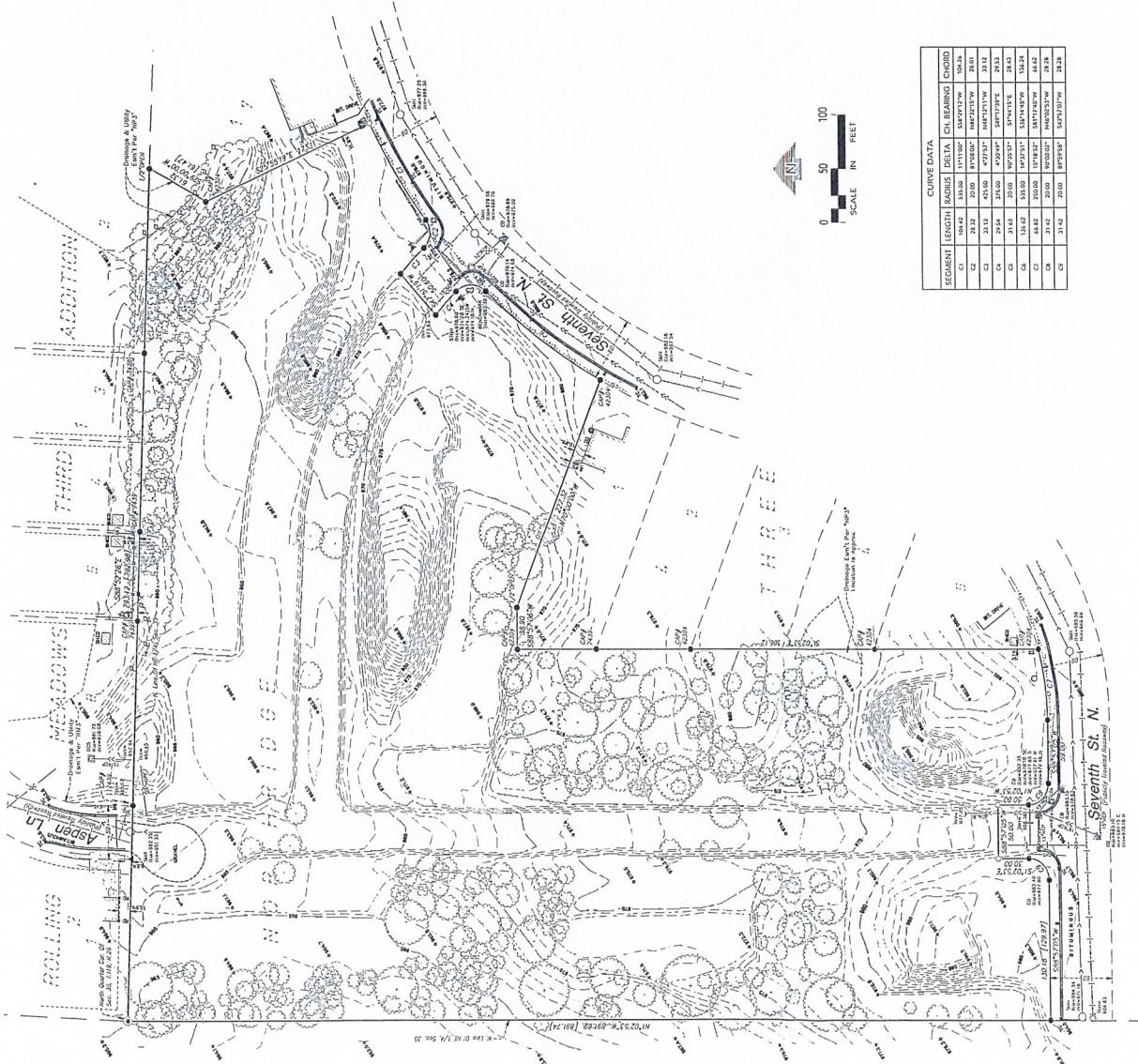


BENCHMARKS
TOP NUT OF HYDRANT LOCATED AT
701 E 7TH AVE N
ELEVATION = 983.30 (NGVD29)

COVER SHEET
CO-1

DESCRIPTION OF PROPERTY SURVEYED

(Per Wright County Tax Records)
Quillia A. NORTHRIDGE PLAT THREE, Wright County, Minnesota.



EXISTING CONDITIONS		
C1-1		

NORTHridge
PLAT SIX
MONTEZUMA, NEVADA

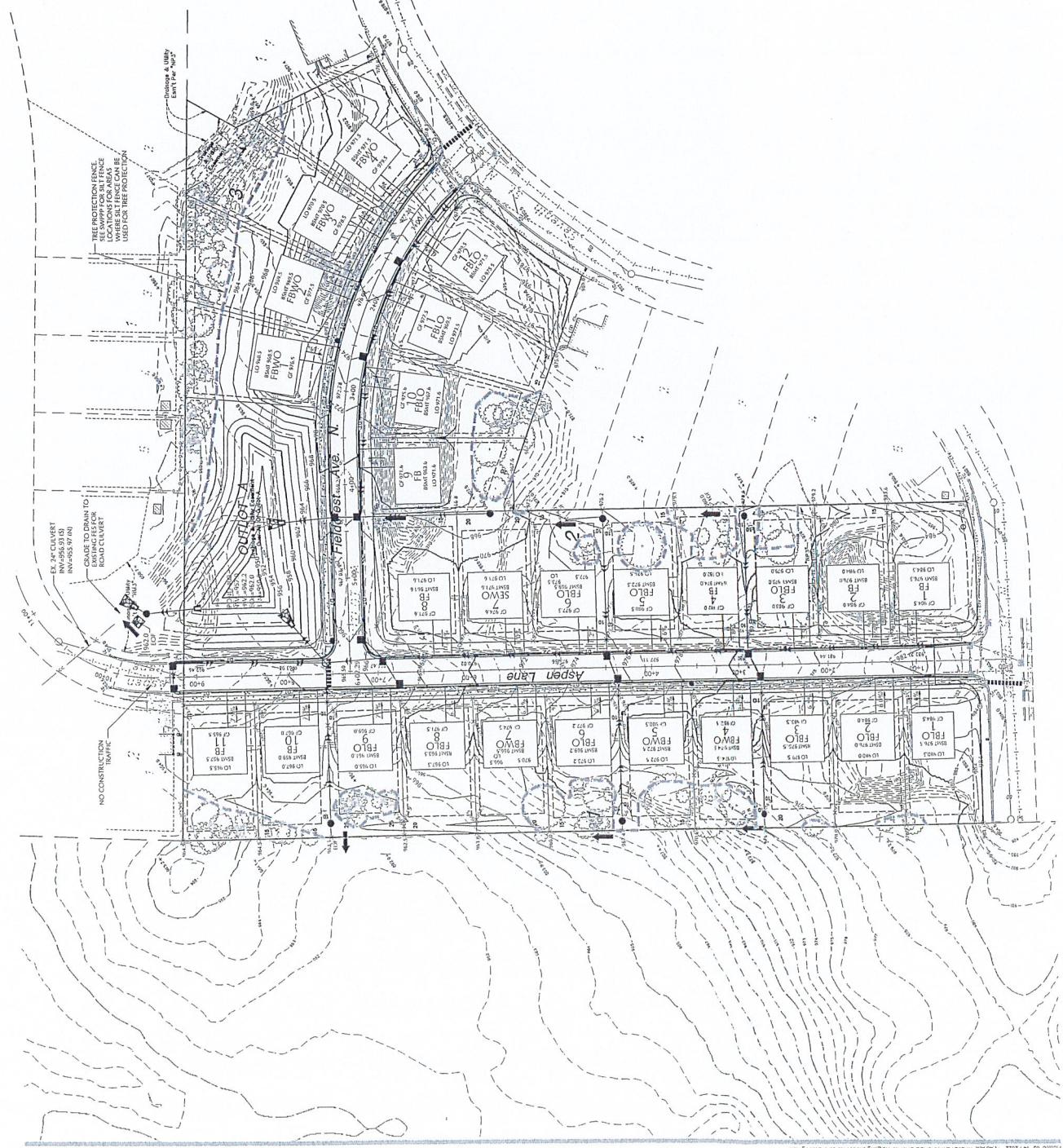


2680 CUTTER CREEK DRIVE, SUITE 200
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LEGEND



CADD QUALIFICATION

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**GRADING &
DRAINAGE
PLAN**
C3-1

WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATION OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND OR RELOCATION OF LINES.
THE CONTRACTOR SHALL CONTACT Gopher State One Call at 811-444-0902 AT LEAST 48 HOURS ADVANCE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL REPAIR OR REPLACE STRUCTURES BEFORE DUGGING. THE CONTRACTOR SHALL NOTIFY THE OWNER WHEN DAMAGED DURING CONSTRUCTION DUE TO COST TO THE OWNER.

**GRADING &
DRAINAGE
PLAN**
C3-1

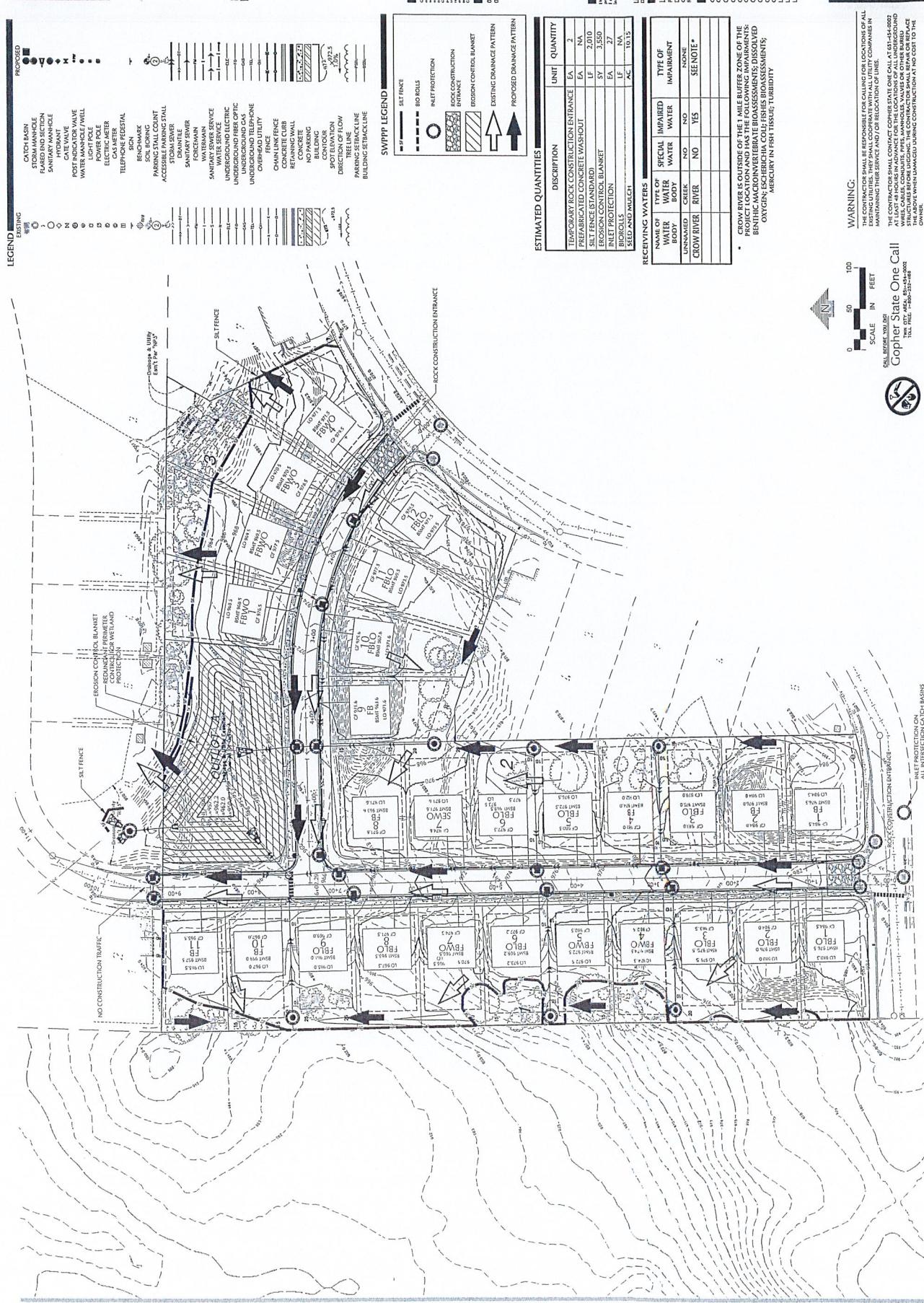
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C3-1

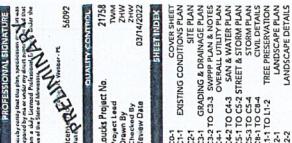


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STREET & STORM SEWER PROFILES
C5-2
ASPN LANE
LANDSCAPE DETAILS

THE LAST 3 FEET
C5-1 SECTION

CB197 TO FES 194

CB197 TO FES 194
NOTES:
1. LENGTHS DO NOT INCLUDE FLARED END
2. SHOT ELEVATIONS ARE TO STURMUS CR
3. ALL TRENCHES ARE TO BE DUG IN ONE HOLE
4. SMALL PIPES COATED WITH FLEXIBLE
SHOT PIPES AND MEDIUM PIPES
5. CATCH BASIN CATCHES WITHIN PAVED AREAS
ELONGATE AND DEFLATE ON THE UTILITY PLANS



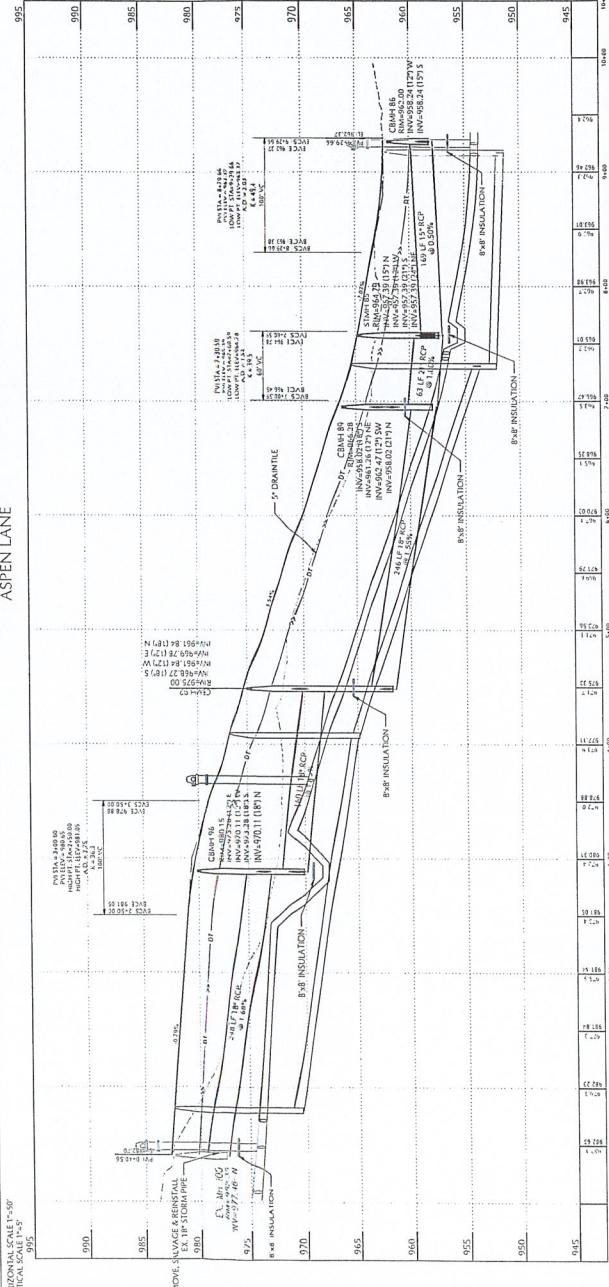
DENOTES B' B' INSULATION



DENOTES SERVICE LINE INSULATION

NOTES

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6. DEFLATE ON THE UTILITY PLANS

ASPEN LANE

CB197 TO FES 194
CITY DOCUMENT
03/14/2022

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DENOTES SERVICE LINE INSULATION

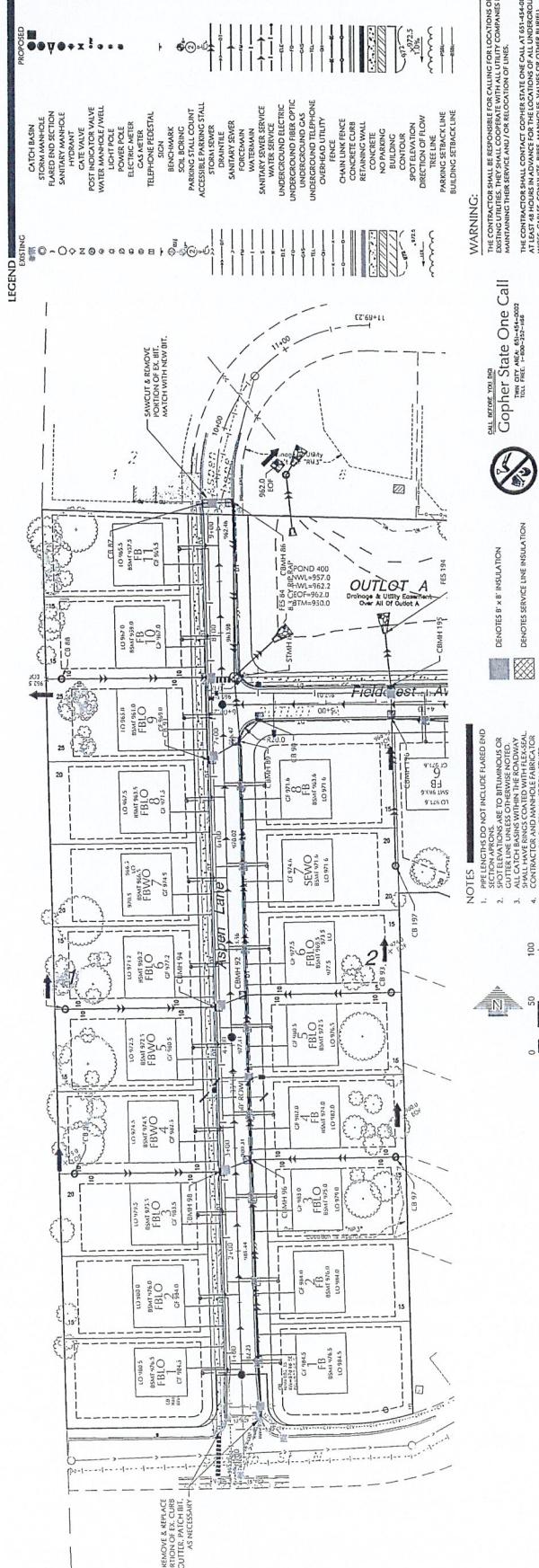
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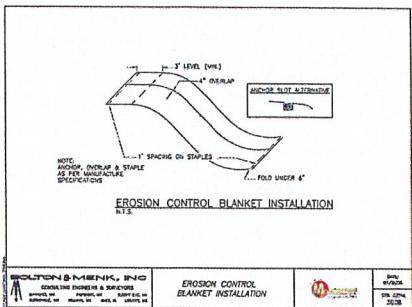
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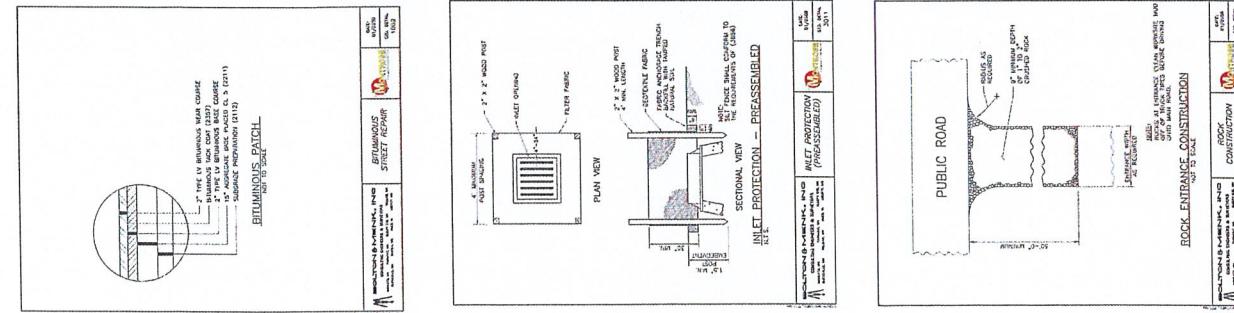
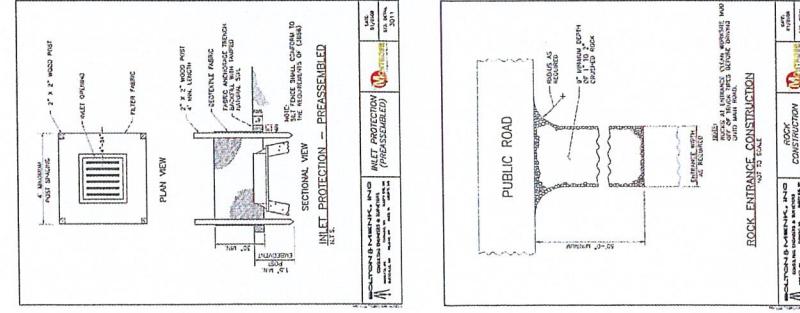
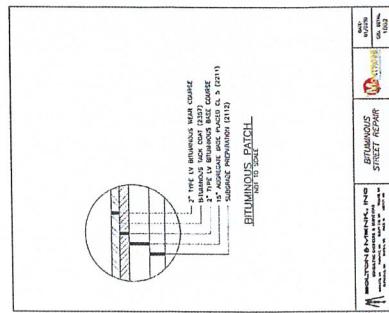
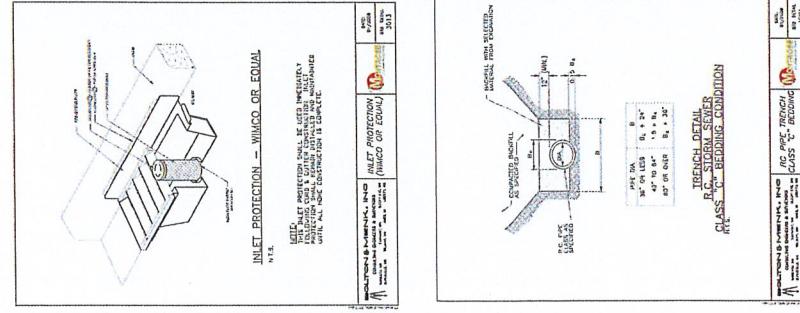
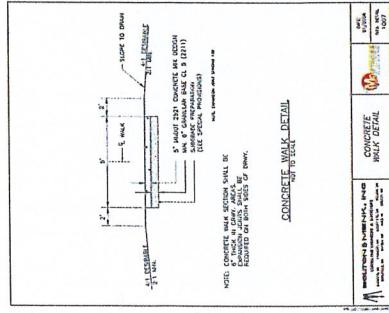
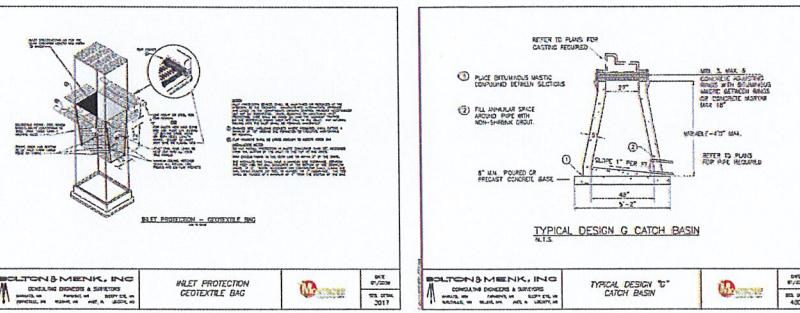
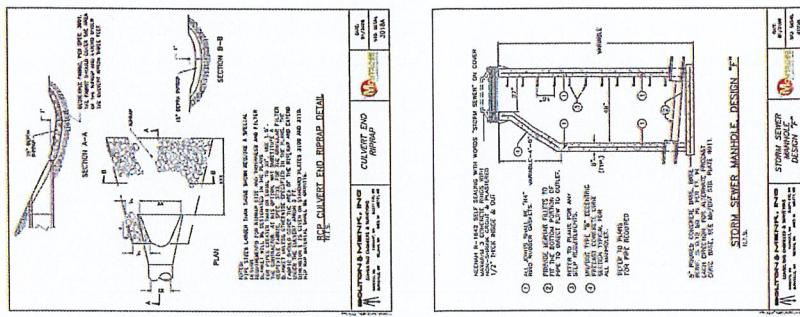
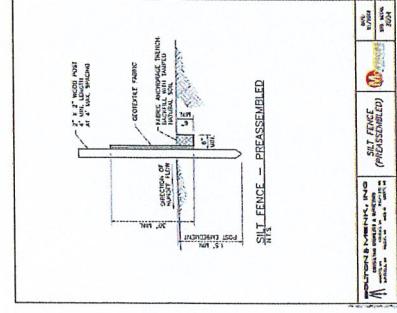
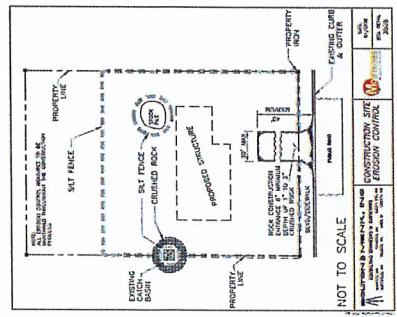
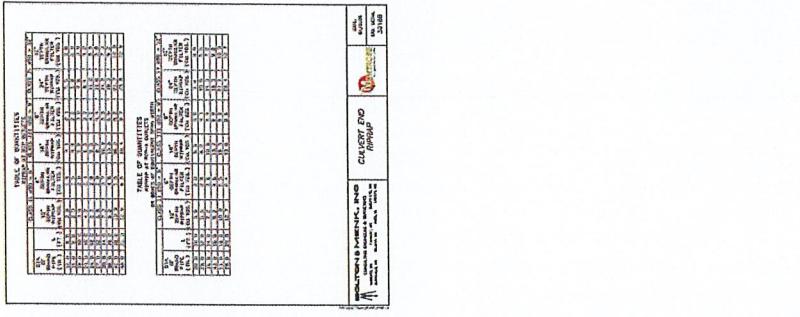
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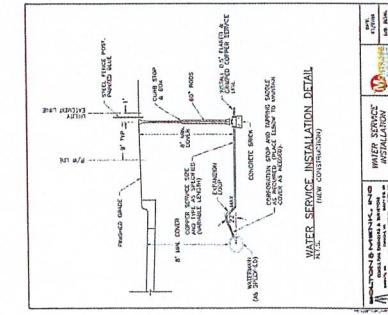
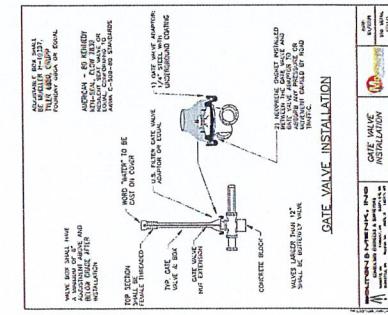
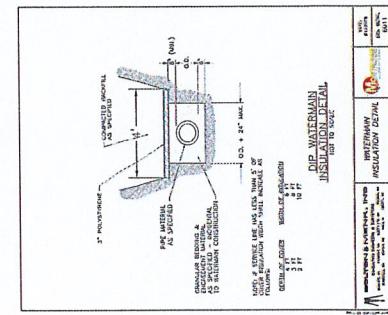
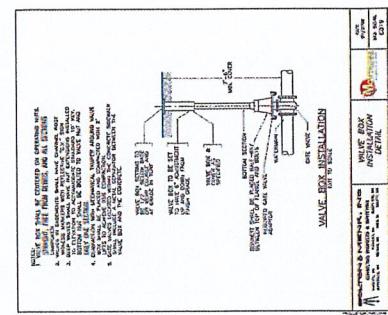
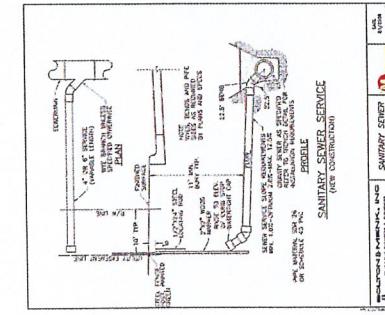
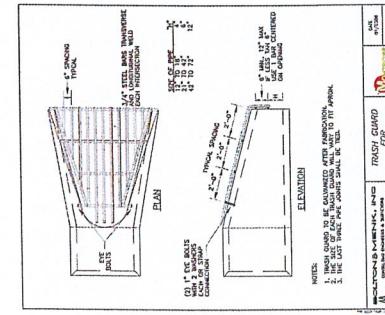
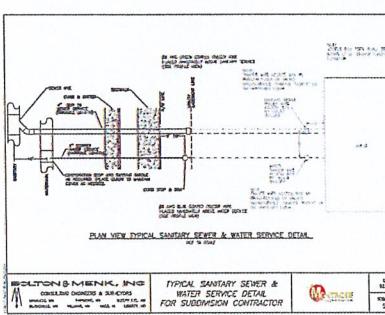
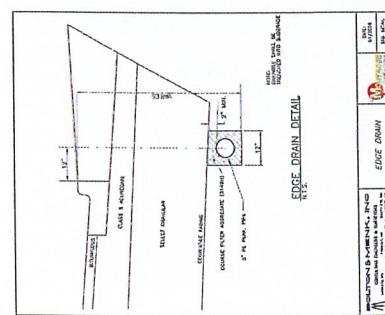
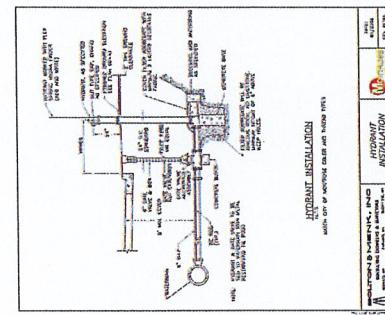
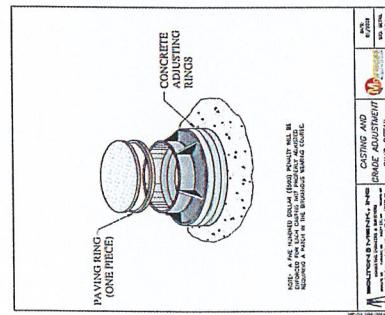
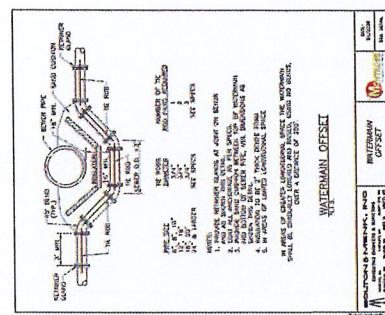
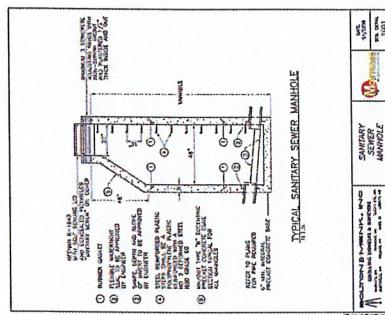
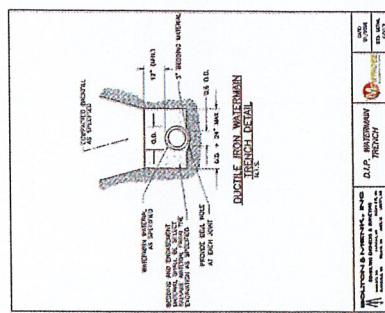
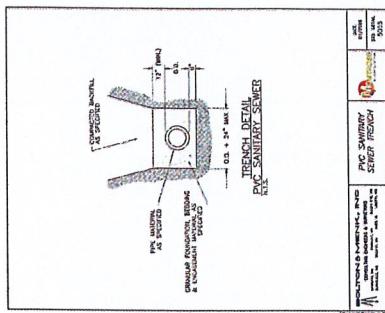
**NORTHridge
PLAT SIX**
ROTHFELS INC. DESIGN

Loucks
HOMES
2650 CUTTER GROVE AVE, SUITE 200
APACHE JUNCTION, AZ 85086
**NORTHridge
PLAT SIX**
ROTHFELS INC. DESIGN




BOLTON & MEINK, INC.	EROSION CONTROL BLANKET INSTALLATION	DATE SHEET
CONCRETE DESIGNERS & SERVICES P.O. BOX 1200, 1400 W. HANFORD DR. IRVINE, CA 92614, USA TEL: +1 714 253 5000 FAX: +1 714 253 5005 E-MAIL: BOLTON@BOLTON.COM	NOT TO SCALE	08/2010







HOMES

2650 CUTTER GROVE, AVE SUITE 200

ANN ARBOR, MI 48108

www.lghomes.com

PLANNING

LANDSCAPE ARCHITECTURE

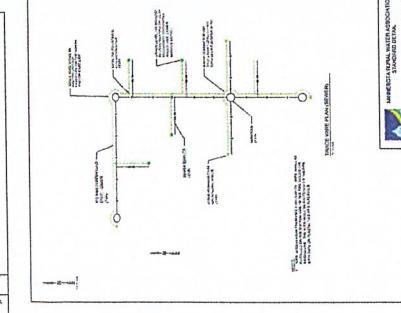
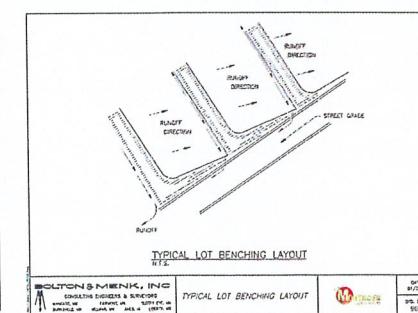
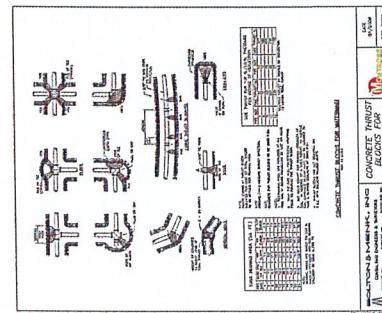
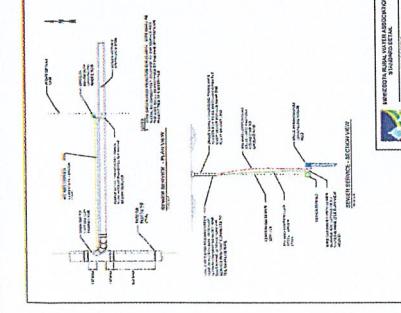
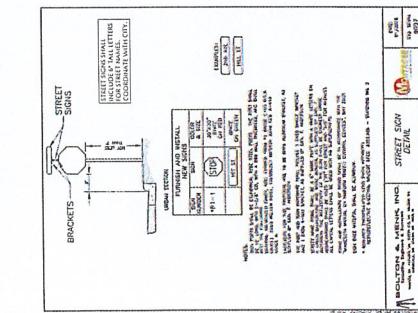
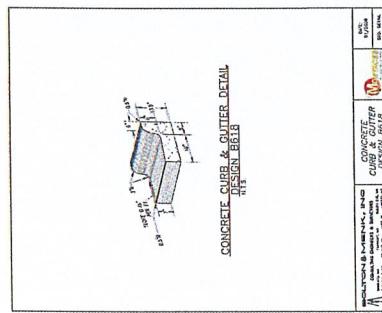
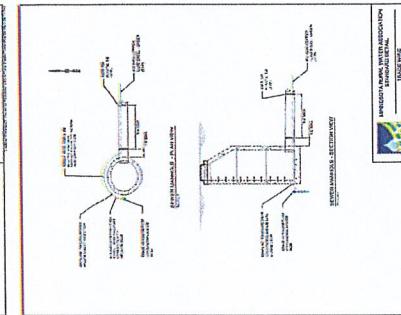
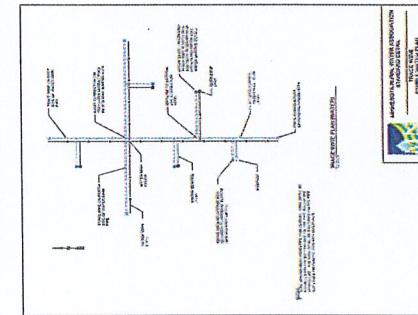
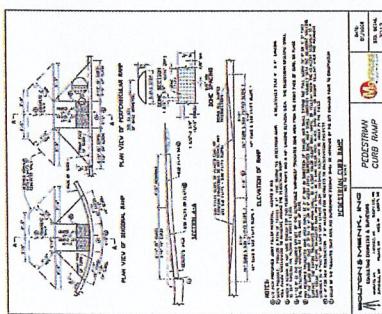
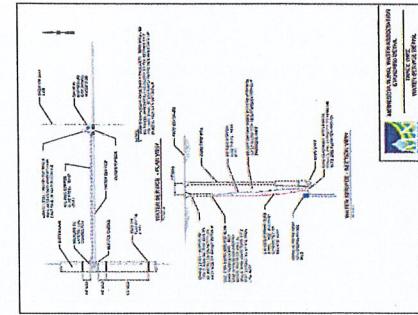
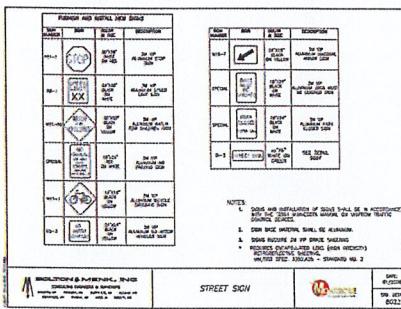
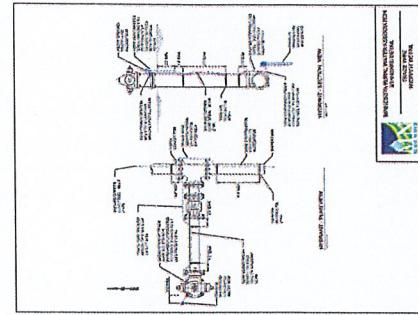
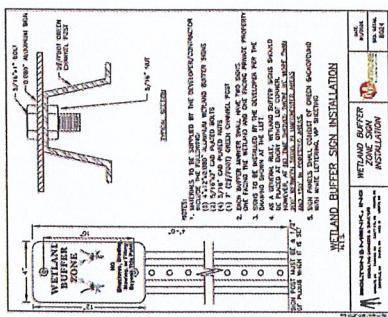
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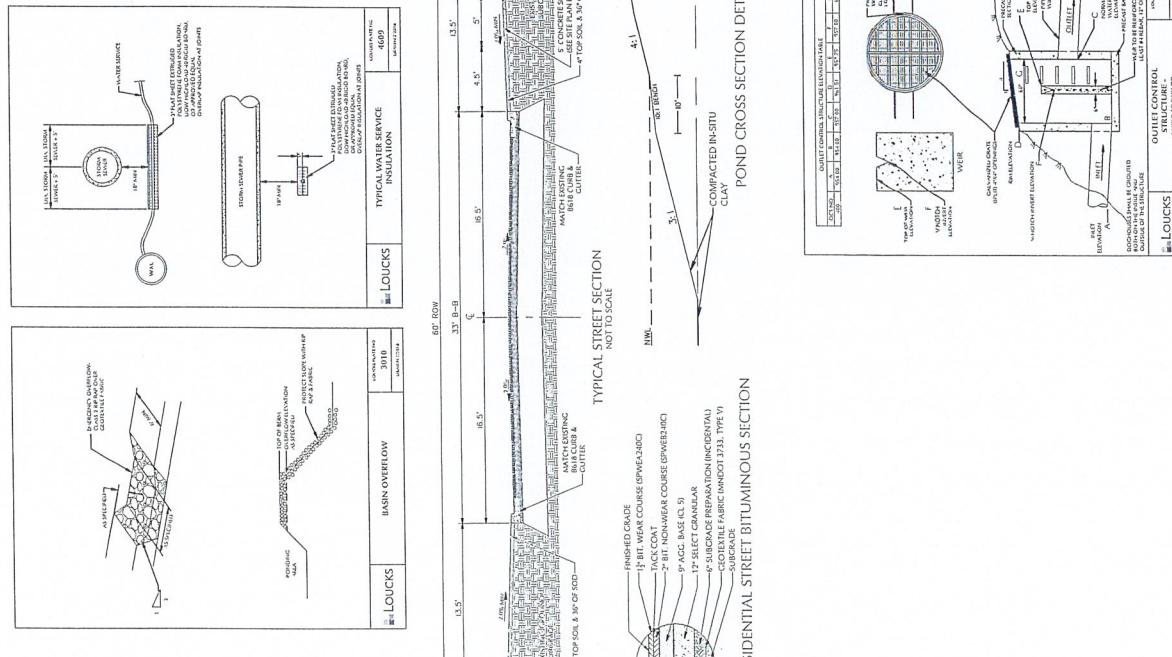
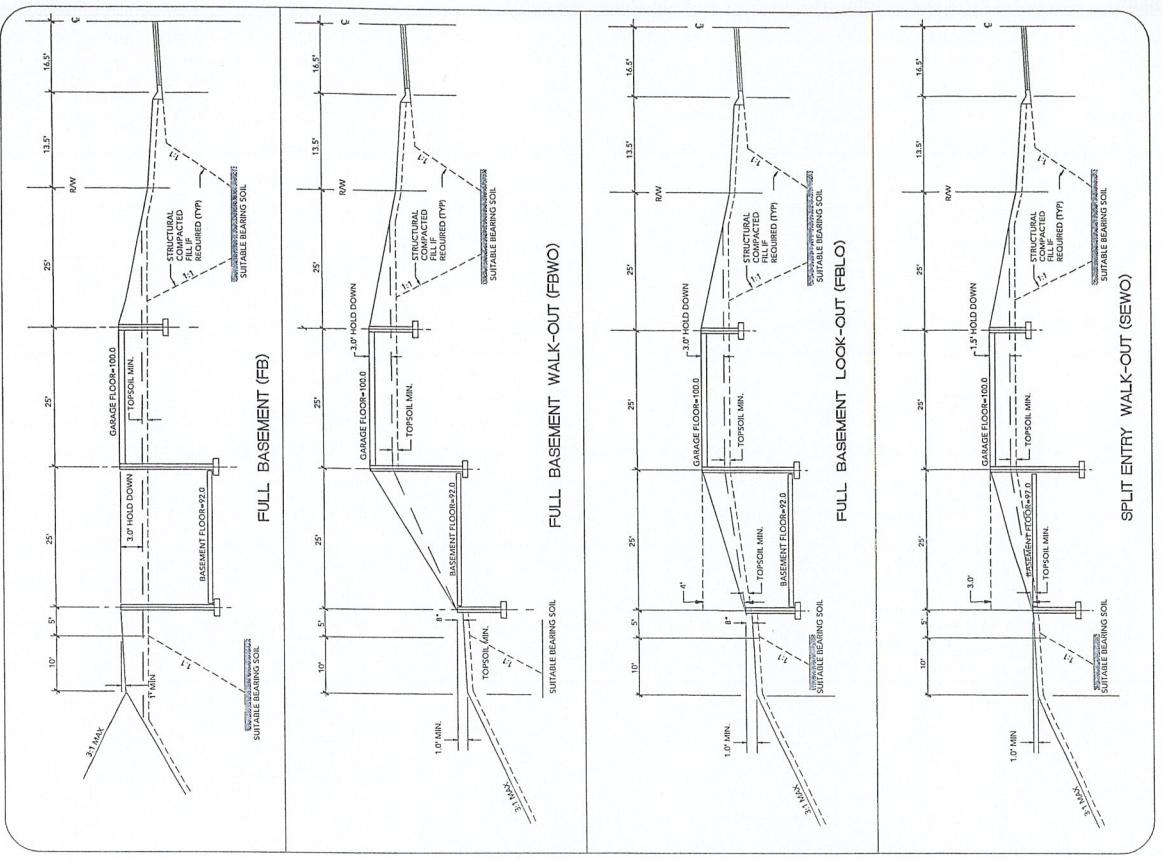
7220 Beaubien Lane, Suite 300

Belle Glen, MD 20120

www.loucksinc.com

LOUCKS





NORTHRIDGE PLAT SIX

KNOW ALL PERSONS BY THESE PRESENTS: That LGI Homes - Minnesota, LLC, a Minnesota limited liability company, owner of the following described property:

Outline A, NORTHRIDGE PLAT THREE, Wright County, Minnesota.

Has caused the same to be surveyed and platted as NORTHRIDGE PLAT SIX, and does hereby dedicate to the public for public use the public way(s) and the drainage and utility easements as created by this plat.

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

Signature _____
Printed Name, Title _____
Signature _____
Printed Name, Notary _____

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on this _____ day of _____, 20_____, by
as _____ of LGI Homes - Minnesota, LLC, a Minnesota limited liability company, on
behalf of the company.

Signature _____
My Commission Expires _____
Signature _____
County, _____
Printed Name, Notary _____

SURVEYORS CERTIFICATION

I, Steven F. Hough, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly licensed Land Surveyor, a No. State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 05.01, Subd. 3, as of the date of this certificate are shown and labeled on this Plat; and all public ways are shown and labeled on this Plat.
Dated this _____ day of _____, 20_____.

Steven F. Hough, Licensed Land Surveyor
Minnesota License No. 54850

STATE OF MINNESOTA

COUNTY OF WRIGHT

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20_____, by
Steven F. Hough, Land Surveyor, Minnesota License No. 54850.

Signature _____
Notary Public, _____ County, Minnesota
My Commission Expires January 31, 2025
Printed Name, Notary _____

MONTROSE PLANNING COMMISSION

Be it known that at a meeting held on this _____ day of _____, 20_____, the Planning Commission of the City of Montrose, Minnesota did hereby approve this plat of NORTHRIDGE PLAT SIX.

By: _____ Chairperson

CITY COUNCIL, CITY OF MONTROSE, MINNESOTA
The plat of NORTHRIDGE PLAT SIX was approved and accepted by the City Council of the City of Montrose, Minnesota, at a regular meeting thereof held this _____ day of _____, 20_____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03 Subdivision 2.

By: _____ Mayor

By: _____ Clerk

WRIGHT COUNTY SURVEYOR
I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20_____.
By: _____ Wright County Surveyor

WRIGHT COUNTY LAND RECORDS

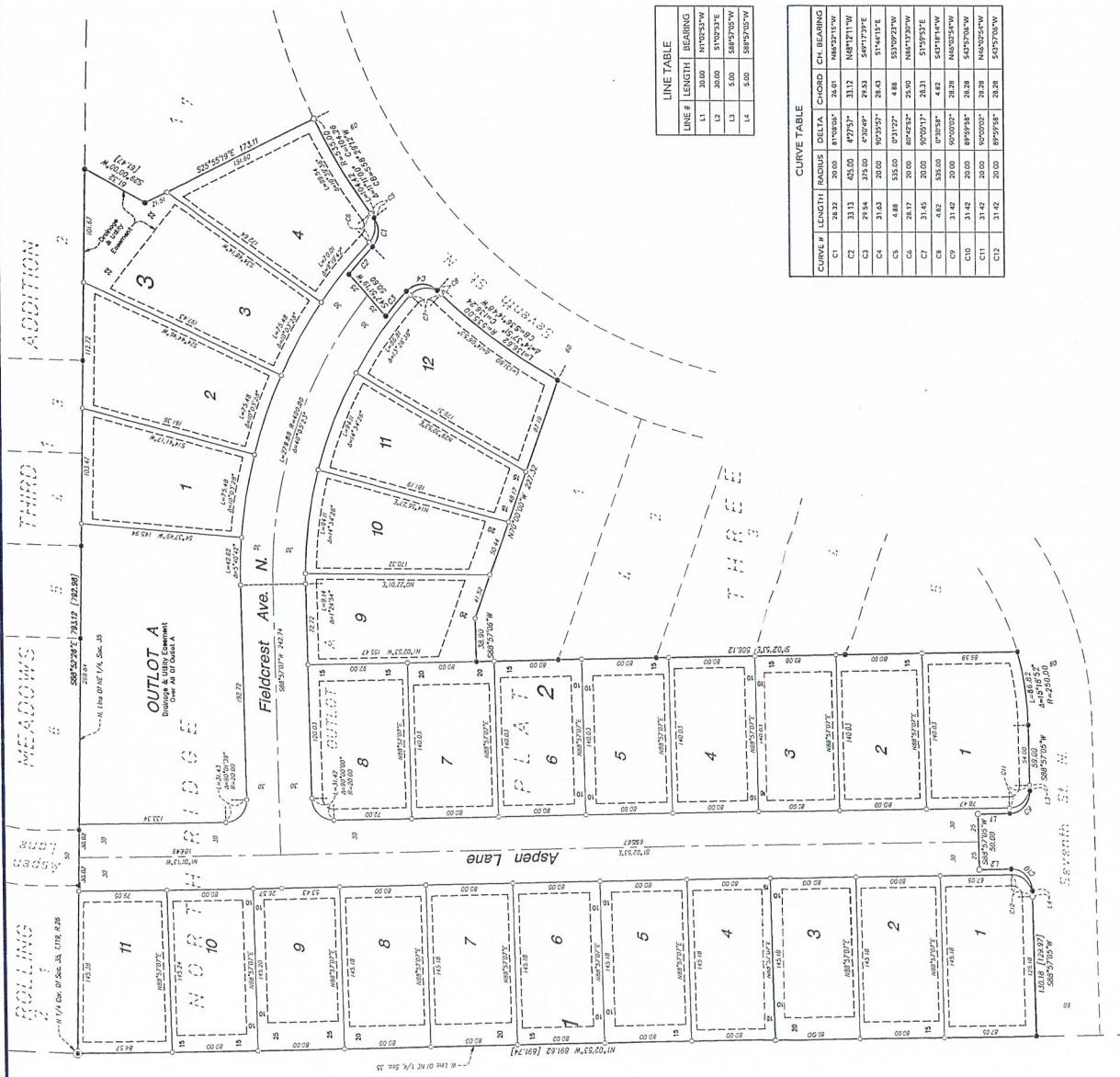
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable for the year 20_____, on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer taxes and fees have been paid. This instrument was filed in the office of the County Recorder for record on this _____ day of _____, 20_____.
By: _____ Wright County Land Records Administrator

WRIGHT COUNTY RECORDER

I hereby certify that this instrument was filed in the office of the County Recorder for record on this _____ day of _____, 20_____, at _____ o'clock _____ M., and was duly recorded in Cabinet No. _____
as Document No. _____
By: _____ Deputy

By: _____ Wright County Recorder

NORTH RIDGE PLAT SX



LOUCKS
SHEET 2 OF 2 SHEETS

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF MONTROSE
AND
LGI HOMES - MINNESOTA, LLC
FOR
NORTHRIDGE PLAT SIX**

This document drafted by:

Kennedy & Graven, Chartered
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

TABLE OF CONTENTS

1.	Right to Proceed.....	1
2.	Plans; Improvements.....	2
3.	Erosion Control.....	2
4.	Site Grading.....	3
5.	Construction of Subdivision Improvements.....	3
7.	Sanitary Sewer and Water Improvements.....	4
8.	Stormwater Improvements.....	5
9.	Utility Services.....	5
10.	Landscaping Plan; Tree Removal.....	5
11.	Warranty.....	Error! Bookmark not defined.
13.	Fees, Rates, Charges, and Costs.....	7
14.	Responsibility for Costs; Escrow for Construction Inspection.....	8
15.	Developer's Default.....	8
16.	Insurance.....	9
17.	Floodplain Regulations.....	9
18.	No Building Permits Approved; Certificates of Occupancy.....	9
19.	Clean up and Dust Control.....	10
20.	Compliance with Laws.....	10
21.	Agreement Runs with the Land.....	10
22.	Indemnification.....	10
23.	Assignment.....	10
24.	Notices.....	10
25.	Severability.....	11
26.	Non-waiver.....	11
27.	Estoppel Certificate.....	11
28.	Counterparts.....	11
	SIGNATURES	12-13
	EXHIBIT A LEGAL DESCRIPTION OF PROPERTY	
	EXHIBIT B LIST OF APPROVALS	
	EXHIBIT C LIST OF PLAN DOCUMENTS	
	EXHIBIT D SUBDIVISION IMPROVEMENT COST ESTIMATE	

This DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into this _____ day of _____, 2022 by and between the city of Montrose, a municipal corporation under the laws of Minnesota (the “**City**”), and LGI Homes - Minnesota, LLC, a Minnesota limited liability company (the “**Developer**”).

Recitals

WHEREAS, the Developer is the fee owner of that certain real property legally described on the attached **Exhibit A** (the “**Property**”) and desires to develop the land as a twenty-seven-lot, single-family residential development (the “**Development**”); and

WHEREAS, in order to facilitate the Development, the Developer has submitted a preliminary and final plat of Northridge Plat Six (the “**Subdivision**”); and.

WHEREAS, the City issued various approvals related to the development of the Property as listed in **Exhibit B** (collectively, the “**City Approvals**”).

WHEREAS, the City’s approval of the Subdivision is contingent upon the Developer entering into a development agreement satisfactory to the City regarding the Subdivision and development of the Property.

Terms of the Agreement

NOW, THEREFORE, based on the mutual covenants and obligations contained herein, the parties agree as follows:

1. Right to Proceed. The Property is approximately 10.59 acres in size and the Subdivision consists of twenty-seven lots intended for single-family residential purposes. The Developer may not construct public or private improvements or any buildings within the Subdivision or otherwise contemplated herein until all the following conditions precedent have been satisfied:

- a) the final plat of Northridge Plat Six has been filed with Wright County;
- b) this Agreement has been executed by the Developer and the City and recorded against the Property;
- c) final engineering and construction plans in digital form have been submitted by the Developer and approved by the city engineer;
- d) the Developer has reimbursed the City for all legal, engineering, and administrative expenses incurred to date by the City regarding the Subdivision and has given the City the additional escrow required by this Agreement;
- e) the Developer has submitted and the City has approved the certified grading plan;
- f) all erosion control measures are in place;
- g) the Developer has received all required permits from the City, Wright

County, the Minnesota Pollution Control Agency, and any other entity having jurisdiction;

- h) the Developer or the Developer's engineer has initiated and attended a preconstruction meeting with the city engineer and staff; and
- i) the City has issued a notice that all conditions precedent have been satisfied and that the Developer may proceed.

2. Plans; Improvements. a) The Developer agrees to develop the Subdivision in accordance with this Agreement, the final plat of Northridge Plat Six, the City's engineering standards and the terms and conditions of the City Approvals, which are hereby incorporated by reference into this Agreement and made a part hereof. The Developer also agrees to construct all required improvements related to the Subdivision in accordance with the approved engineering and construction plans (collectively, the "**Plans**"). The documents which constitute the Plans are those on file with and approved by the City and are listed on the attached **Exhibit C**. The Plans may not be modified by the Developer without the prior written approval of the City.

b) In developing the Subdivision in accordance with the Plans, the Developer shall make or install at its sole expense the following improvements (collectively, the "**Subdivision Improvements**"):

1. site grading and erosion controls;
2. sanitary sewer;
3. stormwater facilities;
4. watermain;
5. landscaping and tree replacement;
6. streets
7. setting of Iron Monuments.

c) All work performed by or on behalf of the Developer on or related to the Subdivision, including construction of the Subdivision Improvements and construction of houses on the lots, shall be restricted to the hours of 7:00 a.m. through 8:00 p.m., Monday through Friday and 8:00 a.m. through 5:00 p.m. on Saturday.

3. Erosion Control. a) All construction regarding the Subdivision Improvements shall be conducted in a manner designed to control erosion and in compliance with all City ordinances and other requirements, including the City's permit with the Minnesota Pollution Control Agency and the Wright County Soil and Water Conservation District. Before any portion of the Property is rough graded, an erosion control plan shall be implemented by the Developer as approved by the City. The City may impose reasonable, additional erosion control requirements after the City's initial approval if the City deems such necessary due to a change in conditions. All areas disturbed by the excavation shall be reseeded promptly after the completion of the work in that area unless construction of streets or utilities, buildings or other improvements is anticipated immediately thereafter. Except as otherwise provided in the erosion control plan, seed shall provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion.

b) If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems reasonably appropriate to control erosion based on the urgency of the situation. The City agrees to provide reasonable notice to the Developer in advance of any proposed action, including notice by telephone or email in the case of emergencies, but limited notice by the City when conditions so dictate will not affect the Developer's obligations or the City's rights hereunder.

c) The Developer agrees to reimburse the City for all expenses it incurs in connection with any action it takes to control erosion. No grading or construction of the Subdivision Improvements will be allowed, and no building permits will be issued within the Subdivision unless the Developer is in full compliance with the erosion control requirements. The erosion control measures specified in the Plans or otherwise required within the Property or adjacent areas shall be binding on the Developer and its successors and assigns.

4. Site Grading. In order to construct the Subdivision Improvements and otherwise prepare the Property for development, it will be necessary for the Developer to grade the Property based on the approved Plans and specifications for the Subdivision. All site and other grading must be done in compliance with the Plans. The City reserves the right to inspect such grading work to ensure compliance with the Plans. The City may withhold issuance of a building permit for any structure within the Subdivision until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City. Within 30 days after execution of this Agreement, the completion of any supplemental grading required after City inspection, or such other period as acceptable to the City's engineer, the Developer shall provide the City with an "as constructed" grading plan and a certification by a registered land surveyor or engineer.

5. Construction of Subdivision Improvements. a) All Subdivision Improvements shall be installed in accordance with the Plans, the City Approvals, the City's subdivision regulations, the City's engineering standards for utility construction (as hereinafter defined). The Developer shall submit plans, specifications, and "as constructed" drawings for the Subdivision Improvements prepared by a registered professional engineer. The Developer shall obtain any necessary permits from Wright County, the Minnesota Pollution Control Agency, the Wright County Soil and Water Conservation District, the Minnesota Department of Health, and any other agency having jurisdiction over the Subdivision before proceeding with any additional construction that may be needed in order to comply with the Plans. The City shall inspect all work at the Developer's expense. The Developer, its contractors, and subcontractors, shall follow all instructions received from the City's inspectors. Prior to beginning any construction, the Developer or the Developer's engineer shall schedule a preconstruction meeting with all parties concerned, including the City staff and engineers, to review the program for the construction work.

b) Within 60 days after the completion of the Subdivision Improvements, the Developer shall supply the City with a complete set of reproducible "as constructed" plans prepared in accordance with City standards in PDF format and in AutoCAD format based on Wright County coordinates. Iron monuments must be installed in the Subdivision in accordance with state law. The Developer's surveyor shall submit a written notice to the City certifying that

the monuments have been installed. All Subdivision Improvements required by this Agreement must be approved by the City. No Certificate of Occupancy will be issued until the improvements have been completed and approved by the City.

c) No building permit shall be issued for structures within the Subdivision until adequate street access is available to the lots in question. If building permits are issued prior to the completion and acceptance of all Subdivision Improvements serving any lot, the Developer assumes all liability and costs resulting in delays in completion of the Subdivision Improvements and damage to the Subdivision Improvements caused by the City, the Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties. No temporary or permanent certificate of occupancy shall be issued for any structure within the Subdivision until all street access, except for the final wear course of bituminous, and all proper utilities have been completed for the lot in question.

6. Streets. a) Developer shall, at its cost, install streets, sidewalks, curb and gutter on and/or off the plat according to the terms and conditions of the Plans.

b) The Developer agrees to maintain streets in the plat until the bituminous surfacing has been accepted by the City, except that the City will commence snow plowing of streets within the Plat as soon as the first lift of bituminous is in place and any house with access to Plat streets has been constructed and is occupied. Should the City be required to grade the streets prior to paving, the cost of such grading shall be paid for by the Developer and drawn from the Developer's surety.

c) Upon final completion of the streets and acceptance by the City, the Developer shall guarantee to the City for a period of two (2) years, that the streets have been constructed to the City's standards. To guarantee the street quality, the Developer shall deposit with the City a Warranty Letter of Credit, or other form of security acceptable to the City. Any said security shall be in a form acceptable to the City Attorney and in an amount approved by the City Engineer. The warranty period shall not commence until such time as: (1) street construction is completed, (2) the streets are accepted by the City, and (3) the final plat is filed and recorded. This security shall be used during the one-year maintenance period to assure that any problem(s) with the streets are repaired by the Developer. Upon depositing the surety with the City, the City shall release to the Developer the original surety only if the improvements described in Section 2 herein have been fully constructed and accepted by the City.

7. Sanitary Sewer and Water Improvements. The Developer agrees to construct sanitary sewer and water lines to serve the buildings within the Subdivision. The Developer's work in constructing and extending the utilities must be in accordance with the Plans and must comply with all City requirements regarding such utilities. All extensions of sanitary sewer main within public right-of-way will be dedicated by the Developer to the City as public improvements upon completion and acceptance by the City. Additionally, the water main extensions within public right-of-way, as shown on the Plans, will be dedicated by the Developer to the City as public improvements upon completion and acceptance by the City. Upon the completion of all testing as required herein, the Developer agrees to make, at its sole cost and expense, any additional improvements, modifications, or repairs as deemed necessary by the City.

8. Stormwater Improvements. The Developer agrees to construct the stormwater facilities in accordance with the Plans and in compliance with all City requirements regarding such improvements. The stormwater facilities include but are not limited to a filtration basin, drainageways, and emergency overflows, together with all related facilities, as shown on the Plans. The Subdivision Improvements will include the construction or installation of stormwater management improvements, which shall be reviewed and approved at the time of development. The Developer agrees to construct the on-site stormwater improvements in accordance with the Plans and in compliance with all City requirements regarding such improvements. All construction must be specifically approved by the City engineer prior to acceptance by the City. Upon acceptance by the City, all such improvements shall become City property with no further action necessary.

9. Utility Services. The City requires that each of the lots be served by its own separate sanitary sewer and water service lines. The Subdivision Improvements include construction of private water and sewer lines serving each lot from the City mains that will run under the Subdivision streets.

10. Landscaping Plan; Tree Removal. a) Unless each lot already has two (2) trees, the Developer or lot purchaser shall plant sufficient trees so that there are at least two (2) trees on every lot in the plat. Suitable trees include:

Maples	Ash	Oak	Gingko (male)
Linden	Basswood	Honey locus	Kentucky Coffee
Green Ash	Birch	Hackberry	

Other species of trees may be approved by the building inspector. Trees, which can cause a public nuisance, such as cotton producing trees, or can be a public hazard, such as bug infestation or weak bark, are prohibited. The minimum tree size shall be two (2) inches caliper, either bare root in season, or balled and burlapped. The trees may not be planted in the boulevard. The Developer, builder, or lot owner shall provide not less than six (6) inches of topsoil in required front yards or side yards abutting public rights-of-way. The Developer shall sod or seed all yards on every lot. Where slopes lie in excess of ten (10) percent, sodding (staked) shall be required. Weather permitting, the trees, grass seed, and sod shall be planted within 30 days after a Certificate of Occupancy has been issued for a lot. All grass seed shall be maintained such that turf is established within one (1) year of planting. Before a building permit is issued a cash escrow of \$1,500.00 per lot, or such other amount as may be determined by the City from time to time, shall be furnished the City to guarantee compliance with the landscaping requirements. If the landscaping is not timely completed, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the landscaping the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City.

b) In addition to the required per-lot tree planting specified in this section, the applicant shall provide for additional tree replacement in the subdivision per the Montrose Subdivision Ordinance, and as identified below:

- i. Planting of at least 708 new trees in the subdivision, at a size of 2.5 caliper inches

per tree.

- ii. Planting of at least 708 new trees as noted in a., distributed within the subdivision and on public lands as directed by the City Administrator or designee, based on a plan to be submitted for such planting.
- iii. A combination of planting of a portion of the required 708 new trees within the subdivision and a cash payment equal to the cost of planting the remainder, according to a plan to be submitted for such planting and payment, to be approved by the City Administrator or designee.
- iv. In the alternative, the Developer may design a new grading plan, for approval by the City Engineer, which preserves additional existing trees on the site, and reduces the replacement and/or cash requirements of this paragraph.

11. Letter of Credit. a) In order to ensure completion of the Subdivision Improvements required under this Agreement and satisfaction of all fees due to the City, the Developer agrees to deliver to the City prior to beginning any construction or work within the Subdivision a letter of credit (the “**Letter of Credit**”) in the amount of \$ [REDACTED] which represents 150 percent of the estimated cost of the Subdivision Improvements as specified in the Plans. This amount represents the maximum risk exposure for the City, based on the anticipated sequence of construction and the estimate of cost of each element of the Subdivision Improvements, rather than the aggregate cost of all required Subdivision Improvements. The Letter of Credit shall be delivered to the City prior to beginning any work on the Subdivision Improvements and shall renew automatically thereafter until released by the City. The estimated cost of the work covered by the Letter of Credit is itemized on Exhibit D attached hereto. The Letter of Credit shall be issued by a bank determined by the City to be solvent and creditworthy and shall be in a form acceptable to the City. The Letter of Credit shall allow the City to draw upon the instrument, in whole or part, in order to complete construction of any or all of the Subdivision Improvements and other specified work within the Subdivision and to pay any fees or costs due to the City by the Developer.

b) The City agrees to reduce the Letter of Credit to an amount roughly equal to 150 percent of the cost of the remaining work, subject to evaluation of the City’s maximum risk exposure and satisfaction of all of the Developer’s financial obligations to the City. The Letter of Credit shall be released in full and returned to the Developer following full completion of all Subdivision Improvements, including, but not limited to, the installation of the final wear course of bituminous on Streets; after satisfaction of all financial obligations by the Developer to the City; and after completion of all other requirements of this Agreement. Prior to releasing any portion of the Letter of Credit or accepting another letter of credit in replacement, the City shall first be satisfied regarding the quality and completeness of the work and that the Developer has taken such steps as may be necessary to ensure that no liens will attach to the Subdivision. Notwithstanding anything herein to the contrary, the Letter of Credit shall not be reduced to less than \$50,000, until such time as the City releases the entire Letter of Credit.

c) It is the intention of the parties that the City at all times have available to it a Letter of Credit in an amount adequate to ensure completion of all elements of the Subdivision Improvements and other obligations of the Developer under this Agreement. To that end and notwithstanding anything herein to the contrary, all requests by the Developer for a reduction or

release of the Letter of Credit shall be evaluated by the City in light of that principle.

d) If at any time the City reasonably determines that the bank issuing the Letter of Credit no longer satisfies the City's requirements regarding solvency and creditworthiness, the City shall notify the Developer and the Developer shall provide to the City within 30 days a substitute Letter of Credit from another bank meeting the City's requirements. If within 30 days of notice the Developer fails to provide the City with a substitute Letter of Credit from an issuing bank satisfactory to the City, the City may draw under the existing Letter of Credit.

12. Cash Escrow. In order to cover certain City costs and fees related to the Subdivision, the Developer agrees to deliver to the City prior to beginning any construction or work within the Subdivision a cash escrow in the amount of \$5,000.00 which represents an amount needed to cover legal, engineering, and administrative costs of the City. If the actual City costs and fees exceed this amount, the Developer shall pay the additional costs to the City within thirty (30) business days of the request. If actual City costs and fees are lower than this amount, any surplus funds will be returned to Developer when the project fund is reconciled upon construction completion.

13. Fees, Rates, Charges, and Costs. The Developer agrees to pay the following fees, rates, charges, and costs in addition to any other amounts required to be paid by the Developer under this Agreement.

(a) Sanitary Sewer.

- (1) Trunk Area Sewer Charge. The Developer agrees to pay a trunk area sewer charge of \$3,000.00 per acre prior to the release of the final plat of Northridge Plat Six. The number of acres for the Sewer Trunk Area Charges shall be 10.59 acres.
- (2) Sewer Access/Connection Fee. Sanitary sewer connection fees will be charged in the amount established in the City's Fee schedule at the time of the permit application and shall be due at the time of issuance of the building permit.

(b) Water.

- (1) Trunk Area Water Charge. The Developer agrees to pay a trunk area water area charge of \$875.00 per acre prior to the release of the final plat of Northridge Plat Six for recording. The number of acres for the Water Trunk Area Charges shall be 10.59 acres.
- (2) Water Connection Fee. Water connection fees are determined by the specific connection pipe sizing and metering equipment specified by the engineer for the project and shall be due at the time of issuance of the building permit(s) for the number of unit(s) which shall be as reasonably determined by the City.

(c) Storm Water:

- (1) Trunk Area Stormwater Charge. The Developer agrees to pay a trunk area storm water area charge of \$800.00 per acre prior to the release of the final plat of Northridge Plat Six for recording. The number of acres for the Stormwater Trunk Area Charges shall be 10.59 acres.
- (2) Stormwater Connection Fee. Stormwater connection fees are determined by the specific connection pipe sizing and metering equipment specified by the engineer for the project and shall be due at the time of issuance of the building permit(s) for the number of unit(s) which shall be as reasonably determined by the City.
- (d) Park Dedication Fee. The park dedication fee for the plat of Northridge Second Addition is \$ 43,200.00 (\$1,600.00/unit x 27).

14. Responsibility for Costs; Escrow for Construction Inspection. (a) The Developer agrees to pay to the City an administrative fee in the amount necessary to reimburse the City for its reasonable costs and expenses in reviewing the Subdivision, including the drafting and negotiation of this Agreement and all associated documents. The Developer agrees to reimburse the City in full for such reasonable costs within 45 days after notice in writing by the City. The Developer agrees to reimburse the City for the reasonable cost incurred in the enforcement of any provision of this Agreement, including reasonable engineering and attorneys' fees.

(b) The Developer shall also pay a fee for City construction observation and administration relating to construction of the Subdivision Improvements. Construction observation shall include inspection of all the Subdivision Improvements. In order to reimburse the City for the reasonable cost of inspection of the Subdivision Improvements, the Developer shall deposit an additional \$50,000 into an escrow account with the City, which shall receive and hold such funds solely under the terms of this Agreement. The City shall reimburse itself for expenses from the escrow and will provide the Developer with a copy of any invoice from the city engineer or evidence of other cost or expense attributed to the escrow prior to deducting such funds from the escrow. If any funds held under this escrow exceed the amount necessary to reimburse the City for its costs under this section, such funds shall be returned to the Developer without interest. If it appears that the actual costs incurred will exceed the estimate, the Developer and the City shall review the costs required to complete the project and the Developer shall deposit additional sums with the City.

(c) The Developer agrees to pay a fee for preliminary and final plat approval of \$6,750.00 (\$250.00/lot x 27) prior to the release of the final plat of Northridge Plat Six for recording.

15. Developer's Default. In the event of default by the Developer as to construction or repair of any of the Subdivision Improvements or any other work or undertaking required by this Agreement, after providing 30 days' notice to the Developer of the nature of the default pursuant

to the notice requirements in this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the land within the Subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes, section 429.081. The City may also withhold the issuance of building permits and certificates of occupancy if the Developer is in default of any of the terms and conditions of this Agreement or afford itself to any other rights that it may have whether in law or in equity.

16. Insurance. The Developer agrees to take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the specific Subdivision Improvements as agreed upon herein, commercial general liability insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$2,000,000 per occurrence and \$3,000,000 annual aggregate and twice said limits when the claim arises out of the release or threatened release of a hazardous substance. To accomplish the above limits, an umbrella excess liability policy may be used. The City shall be named as an additional insured on the commercial general liability policy or umbrella /excess policy, if applicable. The Developer shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.

17. Floodplain Regulations. No structures, including fences and accessory structures, may be constructed within the Subdivision below the regulatory flood protection elevation. The Developer must comply with the requirements of the City with regard to flood protection. Any utilities which are installed by the Developer on ground the surface of which is below the regulatory flood protection elevation must be flood proof in accordance with the state building code and City requirements.

18. No Building Permits Approved; Certificates of Occupancy. a) Approvals granted to date by the City regarding the Subdivision do not include approval of a building permit for any structure within the Subdivision. The Developer must submit, and the City must approve building plans prior to an application for a building permit for a structure on any lot within the Subdivision. All building pads must be certified prior to initiation of construction of a home on a lot. The Developer or the party applying for a building permit shall be responsible for payment of the customary fees associated with the building permit and all other deferred fees, if any, as specified in this Agreement.

b) No certificate of occupancy shall be issued for any home constructed in the Subdivision unless prior thereto the lot has been graded and all buffer plantings installed in accordance with the Plans, the septic system or sanitary sewer, well and driveway have been

installed, and an as built survey of the lot has been submitted and approved by the City. In cases in which seasonal weather conditions make compliance with these conditions impossible, the City may accept an escrow of sufficient amount to ensure completion of the work during the following construction season.

19. Clean up and Dust Control. The Developer shall clean on a daily basis dirt and debris from streets adjoining the Subdivision resulting from construction work by the Developer, its contractors, agents or assigns, including any party constructing houses within the Subdivision. Prior to any construction on the Property or adjacent areas, the Developer shall identify to the City in writing a responsible party for erosion control, street cleaning, and street sweeping. The Developer shall provide dust control to the satisfaction of the City's engineer throughout construction within the Subdivision.

20. Compliance with Laws. The Developer agrees to comply with all laws, resolutions, ordinances, regulations and directives of the state of Minnesota and the City applicable to the Subdivision. This Agreement shall be construed according to the laws of Minnesota. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits for lots within the Subdivision.

21. Agreement Runs with the Land. This Agreement shall run with the Property and shall be recorded against the title thereto and shall bind and inure to the benefit of the City and the Developer and their successors and assigns. The Developer warrants that there are no unrecorded encumbrances or interests relating to the Property. The Developer agrees to indemnify and hold the City harmless for any breach of the foregoing covenants.

22. Indemnification. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless from claims made by it and third parties for damages sustained or costs incurred resulting from approval of the Subdivision or the other City Approvals. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving acts of gross negligence by the City.

23. Assignment. The Developer may not assign this Agreement without the prior written permission of the City, which consent shall not be unreasonably withheld, conditioned or denied. It is the intention of the parties that any assignee be subject to this Agreement.

24. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested:

- a) as to Developer:
LGI Homes – Minnesota, LLC
2345 Rice Street, Suite 230
Roseville, MN 55113
Attention: Jay Roos

b) as to City:

City of Montrose
 311 Buffalo Ave S.
 Montrose, MN 55363
 Attention: City Administrator

With a copy to:

Montrose City Attorney
 Kennedy & Graven, Chartered
 Fifth Street Towers
 150 South Fifth Street, Suite 700
 Minneapolis, MN 55402

or at such other address as either party may from time to time notify the other in writing in accordance with this section. The Developer shall notify the City if there is any change in its name or address.

25. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.

26. Non-waiver. Each right, power or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

27. Estoppel Certificate. The City agrees to execute a certification in writing and in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments that (i) this Agreement is unmodified and in full force and effect, or if there have been modifications, the identify of such modifications and that the same are in full force and effect as modified; (ii) no party is in default under any provisions of this Agreement or, if there has been a default, the nature of such default; (iii) all Subdivision Improvements to be constructed under this Agreement have been constructed, or, if not, specifying the Subdivision Improvements yet to be constructed; and (iv) as to any other matter that the requesting party shall reasonably request. Any such statement on behalf of the City may be executed by the city administrator without city council approval.

28. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF MONTROSE

By: _____
Kirby Moynagh, Mayor

By: _____
Jessica Bonniwell, City Administrator

STATE OF MINNESOTA)
)
) ss.
COUNTY OF WRIGHT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Kirby Moynagh and Jessica Bonniwell, the mayor and city administrator, respectively, of the city of Montrose, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

LGI Homes - Minnesota, LLC

By: _____

Its: _____

By: _____

Its: _____

STATE OF MINNESOTA)
)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____ 2022, by

and _____, the
and _____, respectively, of LGI Homes - Minnesota, LLC, a
Minnesota limited liability company, on behalf of the company.

Notary Public**THIS DOCUMENT DRAFTED BY:**

Kennedy & Graven, Chartered
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
Legal Description of the Property

Sect-35 Twp-119 Range-026 NORTHRIDGE PLAT THREE 10.59 AC
OUTLOT A, Wright County, Minnesota (PID#112-044-000030)

EXHIBIT B
List of Approvals

EXHIBIT C
List of Plan Documents

EXHIBIT D
Subdivision Improvement Cost Estimates

D-C-1

DOCSOPEN\MN495\12\788612.v6-4/28/22

**CITY OF MONTROSE
WRIGHT COUNTY, MINNESOTA
RESOLUTION NO. 2022-22**

Date: May 2, 2022

Resolution No. 2022-22

Motion By:

Seconded By:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTROSE
APPROVING A PRELIMINARY AND FINAL PLAT FOR A 27-LOT SINGLE
FAMILY RESIDENTIAL PROJECT IN AN R-1 ZONING DISTRICT**

PID: 112-044-000030

CURRENT LEGAL: OUTLOT A, NORTHRIDGE 3RD ADDITION

WHEREAS, the applicant proposes to plat the parcel identified above for single family residential lots; and

WHEREAS, the subject property is zoned R-1, Single Family Residence District, in which such lots are allowed as permitted uses; and

WHEREAS, the applicant has requested Preliminary and Final Plats for 27 single family lots, public streets to serve said lots, and outlots and easements for public use; and

WHEREAS, the proposed use and site improvements, subject to the conditions identified in the staff reports prepared for the Planning Commission agenda of February 9, 2022, and as later may be supplemented, are consistent with the intent and requirements of the R-1 zoning district and the City's land use objectives for the site; and

WHEREAS, the subject plat, known as "Northridge 6th Addition", is consistent with the preliminary plat as recommended by the Planning Commission, and furthers the connection of streets and other public improvements as provided for in adjoining development; and

WHEREAS, the Planning Commission held a public hearing to consider the Preliminary Plat at its regular meeting on February 9, 2022 and the applicant and members of the public were provided the opportunity to present information to the Planning Commission; and

WHEREAS, the City Council has considered all of the comments and the staff report, which are incorporated by reference into the resolution; and

WHEREAS, the City Council of the City of Montrose makes the following Findings of Fact in relation to the preliminary plat approval, pursuant to the conditions identified by staff and others:

1. The proposed plat is consistent with the intent of the Montrose Comprehensive Plan.
2. The proposed plat will not create undue burdens on public systems, including streets and utilities, or parking supply or access, which have been designed with the proposed plat as a component part thereof.
3. The property will be used in a manner consistent with the requirements of the R-1 Zoning District.
4. The elements recommended by staff, and as adopted and recommended by the Planning Commission, are necessary conditions for approval of said plat.
5. Without approval of the plat as designed, reasonable use of the property would not be feasible, and the intent of the City's economic and housing development plans would suffer.
6. The plat as designed will not overwhelm the ability of the site, surrounding roadways, or other public services to serve the property.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Montrose, Minnesota that the proposed Preliminary and Final Plats are hereby approved, with the following conditions:

1. The applicant works with the City staff and consultants on amending grading in the plat to further reduce tree loss and the attendant replacement requirements.
2. The applicant increases replacement planting in accordance with the comments in this report and where available as a part of revisions to the grading plan noted above.
3. The applicant provides additional replacement tree planting not possible in the proposed plat in accordance with the Subdivision Ordinance noted above, including either or both tree planting in eligible off-site locations and/or cash payments according to city policy and ordinances.
4. The applicant enters into a development contract securing the various public and private improvements and the established required park dedication.
5. The applicant provides for and financially secures tree and lawn planting as a part of the plat construction.
6. The applicant complies with the requirements of the City Engineer related to street, utility, grading, and stormwater requirements.
7. Other recommendations of staff and/or City Council as may be made as a part of the consideration of this resolution.

ADOPTED this 2nd day of May, 2022, by the City Council of the City of Montrose, Minnesota.

MONTROSE CITY COUNCIL

By: _____
Kirby Moynagh, Mayor

ATTEST:

Jessica Bonniwell, City Administrator

Carlson Construction

INVOICE

Ward Carlson
Carlson Construction
527 8th Street SW
Buffalo, MN 55313

Phone 612 363-1166

DATE: April 21,2022

FOR:

Attn: Dan
City of Montrose

DESCRIPTION	AMOUNT
* BID *** BID *	
Removal and disposal of house (101 Center Ave North)	\$8,000.00
* BID *** BID *	
TOTAL	\$8,000.00

THANK YOU FOR YOUR BUSINESS



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

MEMORANDUM

Date: April 26, 2022

To: Honorable Mayor Moynagh
City Council Members
City of Montrose

From: 
Jared Voge, P.E.
City Engineer

Subject: 2021 Downtown Improvement Project Phase 1 – Change Order 1
BMI Proj. No.: W13.120514

The Downtown Improvements Phase I design included storm sewer capacity improvements within Center Avenue S. The existing storm sewer beneath TH 12 is not sized adequately to provide the needed capacity along Center Avenue S., north of TH 12. The TH 12 crossing was planned to be replaced in a future MnDOT project however, MnDOT has informed us that they will not incorporate the pipe replacement into their project. MnDOT will allow the storm sewer replacement beneath TH 12 to be completed as part of the Downtown Improvements Phase I project. The work requires a detour of TH 12. A contract Change Order is also required since the TH 12 crossing was not included in the original project scope.

The enclosed Change Order No. 1 identifies the price received from the contractor for the improvements and plan sheets associated with the work. We have reviewed the pricing and recommend that Change Order No. 1 be approved and the associated work be incorporated into the project. Pending City Council approval, the contractor plans to install advance warning signs regarding the required detour the week of May 2nd. The work and TH 12 detour will begin the week of May 9th. All work associated with the TH 12 storm sewer is expected to be complete the week of May 16th.

If you have any questions, please call.

JAV/sj

CHANGE ORDER NO.: 1

Owner:	City of Montrose	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	W13.120514
Contractor:	Kuechle Underground, Inc.	Contractor's Project No.:	
Project:	2021 Downtown Improvement Project – Phase 1		
Contract Name:	2021 Downtown Improvement Project – Phase 1		
Date Issued:	04/25/2022	Effective Date of Change Order:	04/25/2022

The Contract is modified as follows upon execution of this Change Order:

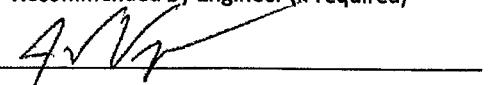
Description:

Replacement of the existing storm sewer under Highway 12 and Center Avenue S with new storm sewer to meet the necessary stormwater conveyance capacity. The work is shown within the enclosed plan sheets and includes but is not limited to the following: removal of bituminous pavement section, replacement of existing 15" storm sewer with 27" RCP storm sewer, reconstruction of street section beyond the original construction limits, and temporary detour signage. The enclosed plan sheets contain estimated quantities for the above-described work. Compensation for the work completed within this change order shall be measured and paid by the Lump Sum and shall be considered payment in full. No additional payment shall be made for additional work beyond the limits shown on the plans.

Attachments:

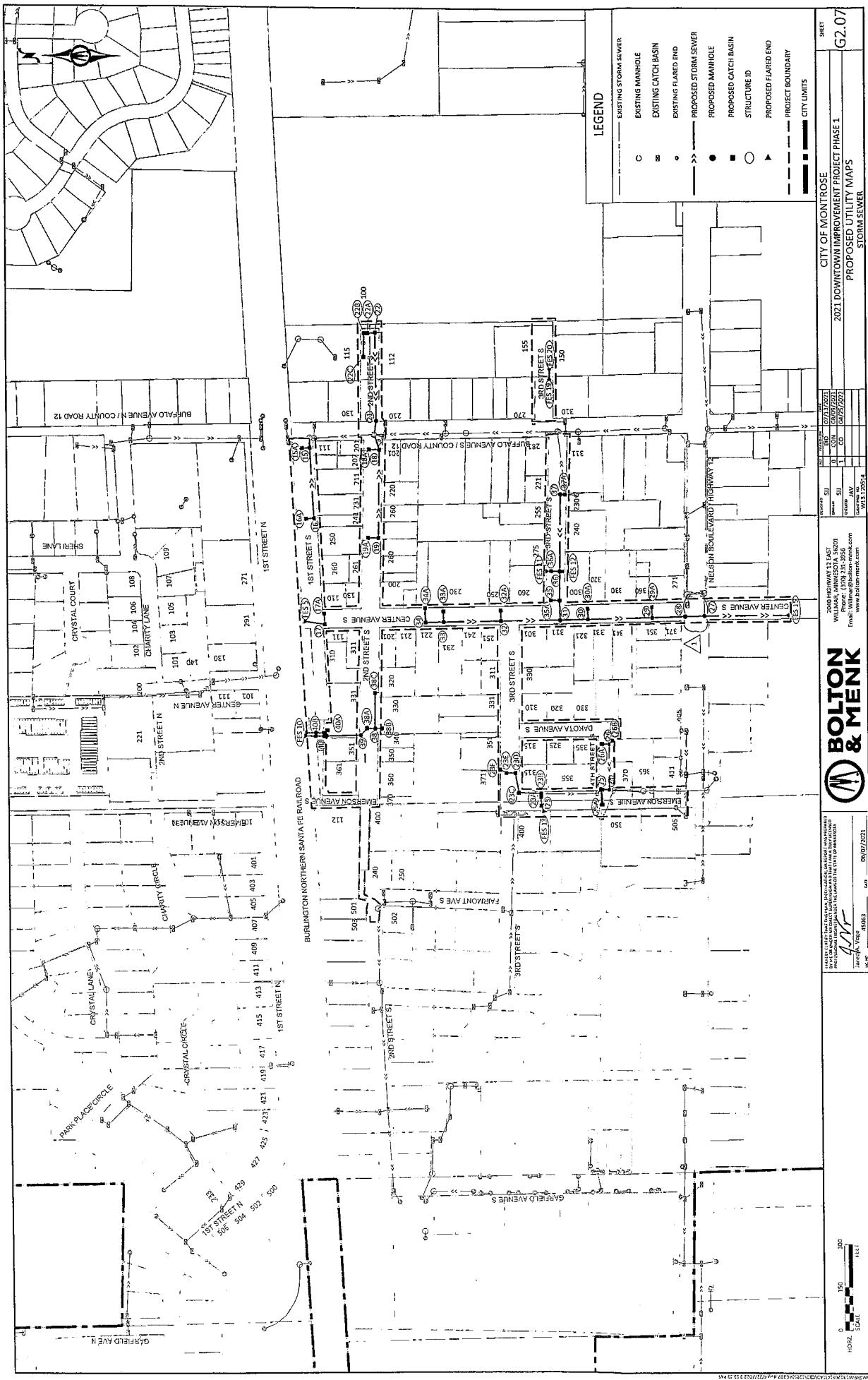
Plan sheets: G0.01, G2.07, C0.06, C1.02, C5.08, C6.11, C7.01, C7.01A

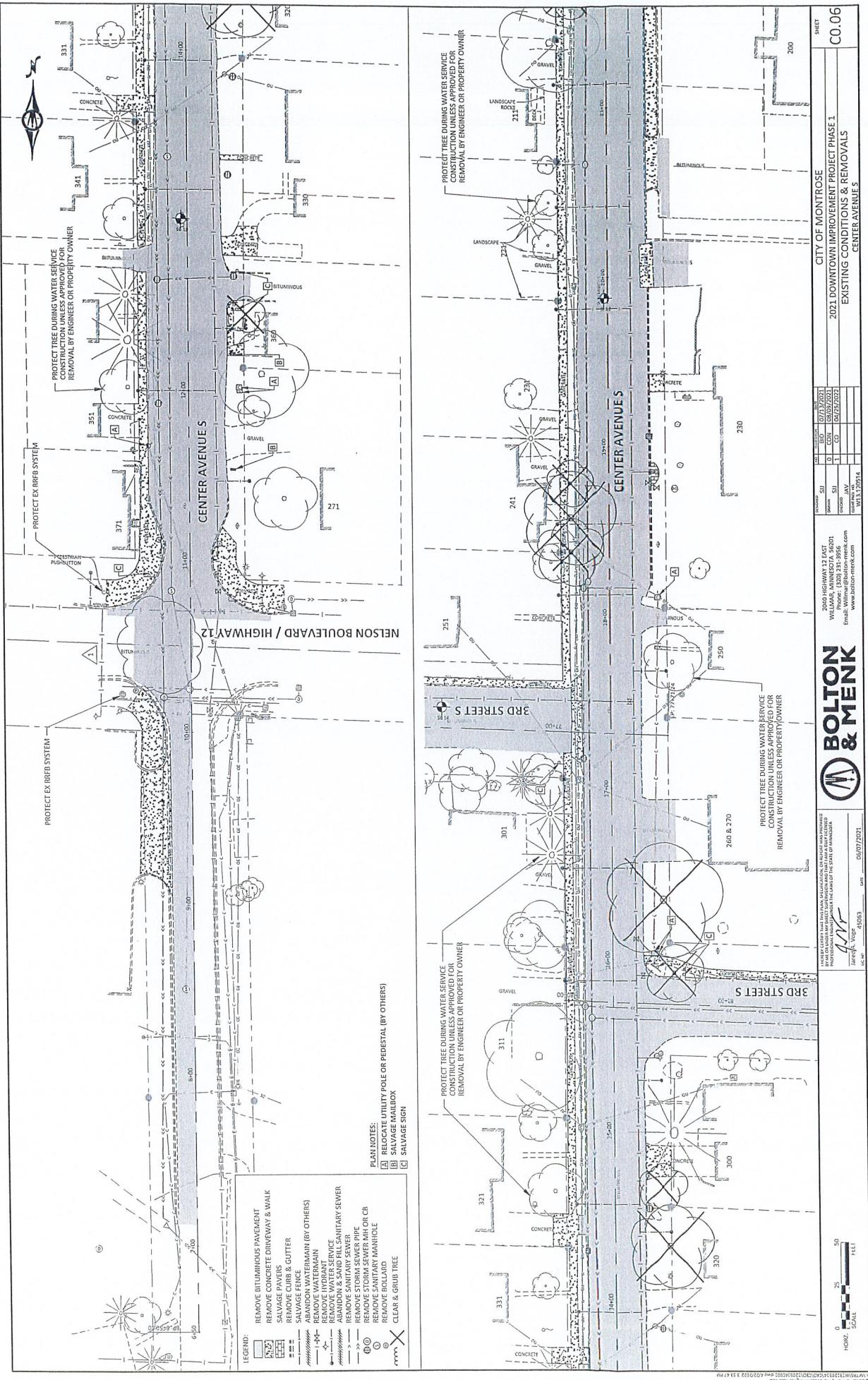
Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>5,185,007.34</u>	Original Contract Times: Substantial Completion: <u>11/04/2022</u> Ready for final payment: <u>06/16/2023</u>
Increase from previously approved Change Orders No. 0: \$ <u>0.00</u>	Increase from previously approved Change Orders No.0 : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ <u>5,185,007.34</u>	Contract Times prior to this Change Order: Substantial Completion: <u>11/04/2022</u> Ready for final payment: <u>06/16/2023</u>
Increase this Change Order: \$ <u>55,399.00</u>	Increase this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>5,240,406.34</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>11/04/2022</u> Ready for final payment: <u>06/16/2023</u>

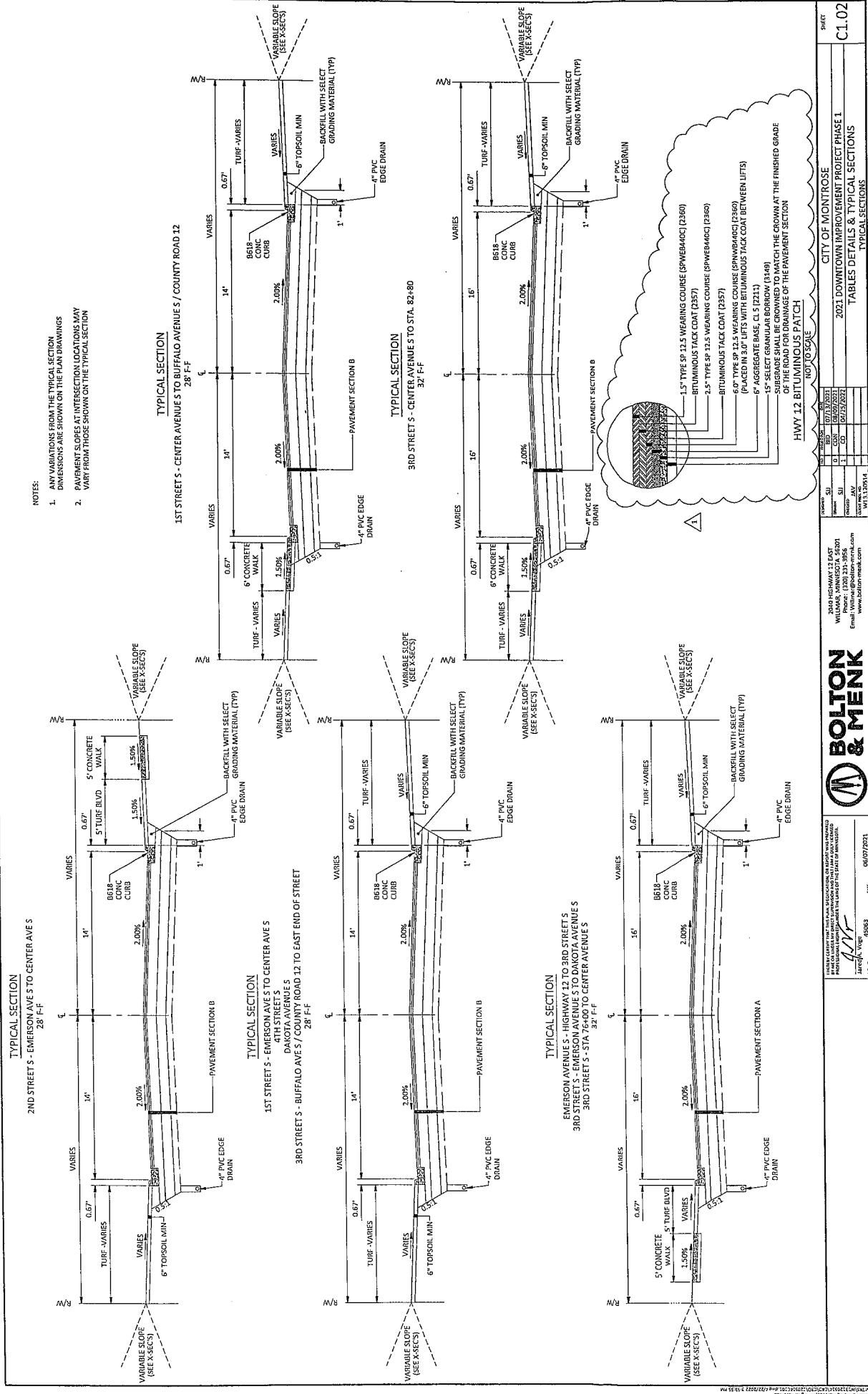
Recommended by Engineer (if required)		Accepted by Contractor
By:		
Title:	City Engineer	
Date:	04/25/2022	
Authorized by Owner		
By:		
Title:		
Date:		
Approved by Funding Agency (if applicable)		

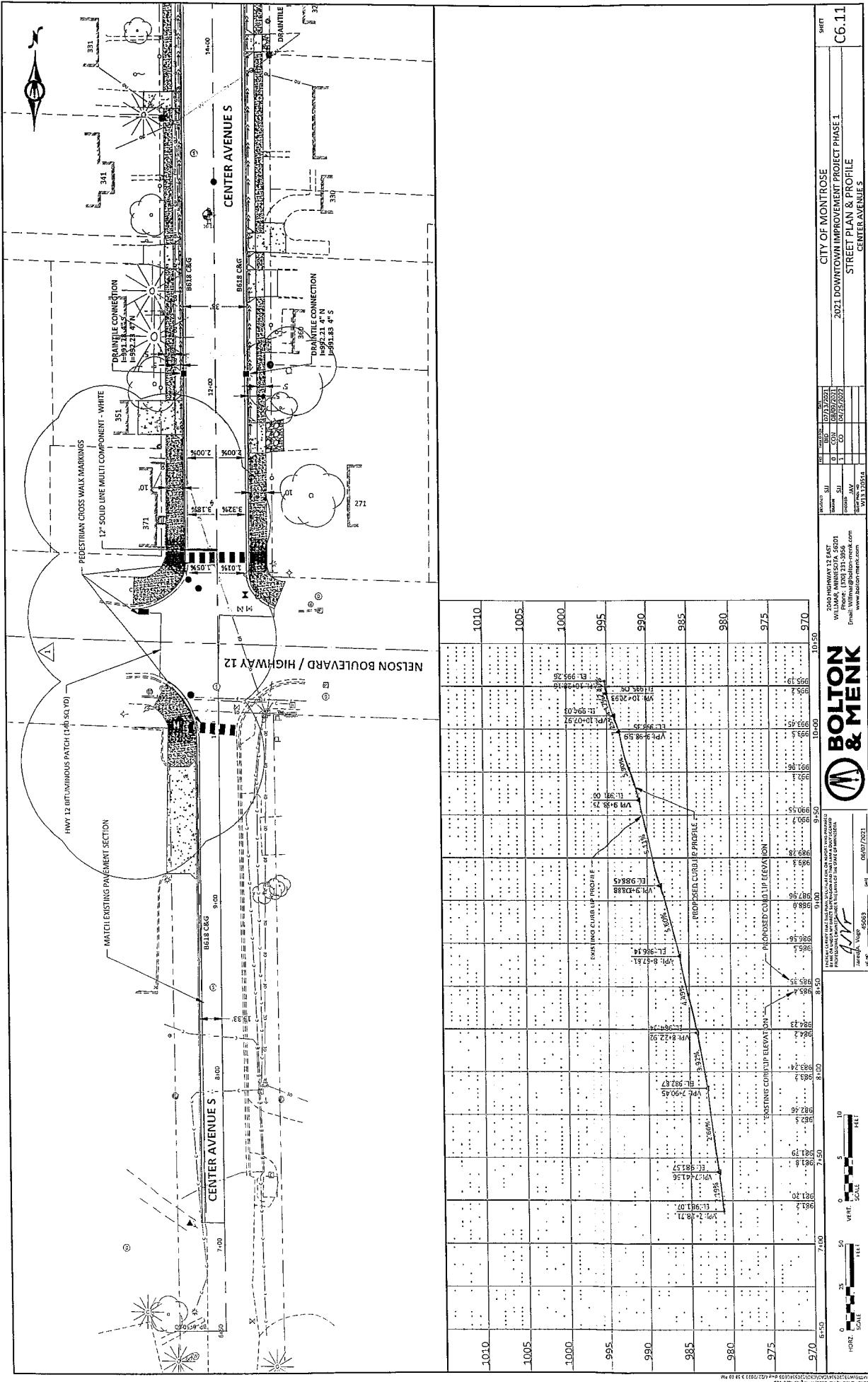
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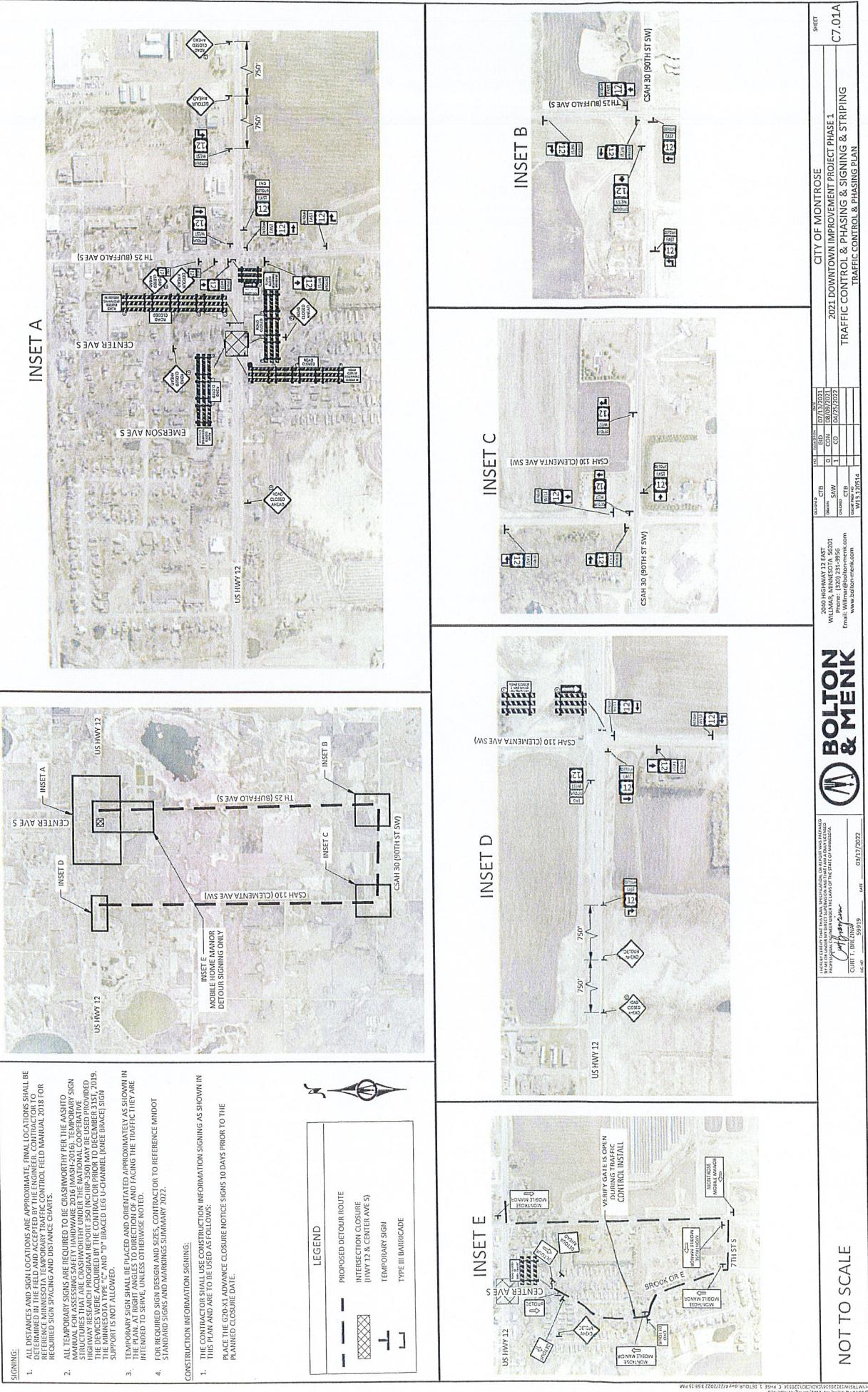












Luther Brookdale Chevrolet Buick GMC

Date: 4/13/2022
 Salesperson: Joseph Olsen
 Manager: Scott Larsen

FOR INTERNAL USE ONLY

CUSTOMER	<i>City of Montrose</i>	Home Phone:	
Address :	,	Work Phone :	
E-Mail :	<i>dremer@montrose-mn.com</i>	Cell Phone : (763) 238-2389	
VEHICLE			
Stock # : G23271	New / Used : New	VIN : 3GTN9AED6NG216113	Mileage:
Vehicle : 2022 GMC Sierra 1500 Limited	Color : SUMMIT WHT		
Plate # :	Expiration :		
Trim : Pro 4x4 Regular Cab 8 ft. box 139.6			
Market Value Selling Price	42,240.00		
Rebate	800.00		
Adjusted Price	41,440.00		
Documentary	125.00		
Title / Misc Fees	568.25		
Cash Deposit	.00		
Balance	42,133.25		

Customer Approval: _____ Management Approval: _____
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval.
 For Information Only. This is not an offer or contract for sale.