



**PLAINVIEW PLANNING COMMISSION
SPECIAL MEETING
AGENDA**

Tuesday, November 1, 2018, at 7:00 P.M.

- I. Call to Order**
- II. Approval of Agenda**
- III. Approve June 5, 2018, Meeting Minutes**
- IV. Public Hearing – Final Plat – East Winds II Subdivision**
- V. Other Discussion**
- VI. Adjourn**

CITY OF PLAINVIEW PLANNING COMMISSION

**June 5, 2018
Meeting Minutes**

The June 5, 2018, meeting of the City of Plainview Planning Commission was called to order at 7:00 P.M. by Chairman Jim Severson. Members present were: Jim Severson, Leo Sagissor, Roger Ziebell, Dave Walkes, Jim Walkes, Tom Lorimor and Roger Durgin. Staff present included City Administrator Clarissa Hadler and City Attorney Flaherty.

Motion by Ziebell and second by Durgin to approve the agenda. Carried.

Motion by Durbin and second by Ziebell to approve the March 6, 2018, minutes as presented. Carried.

City Administrator Hadler gave an overview of the proposed Zoning Code amendment. The amendment would decrease the required lot area of public uses in the R-1 and R-2 zoning districts. The use would still be a Conditional Use and would therefore require a conditional use permit.

Chair Severson open the Public Hearing at 7:08 pm.

Tim Weaver stated the reason for the standard is to protect residential districts and the city shouldn't change the code to account for choices the school has made. The school had other options they should have pursued.

Motion to close the public hearing. Walkes/Ziebell. Hearing closed at 7:11 pm.

Commissioner Durgin inquired about height restrictions. Hadler stated the height restrictions for any building in the R-1 and R-2 districts is 30 ft. Durgin inquired about a past variance that was denied because it did not meet the standard. City Attorney Flaherty explained the difference between the variance and CUP, and confirmed that the plans would still need to meet the other standards of the district. Commissioners and staff discussed standards and how those are applied in the school situation.

Chair Severson clarified that the amendment was only to change the lot area to 12,000 but the setbacks are not going to be changed.

Commissioner Lorimor inquired if a combined lot could be used to get to the total of 12,000. Chair Severson and Ms. Hadler stated that would be a possibility.

Motion by Ziebell, Second by Walkes. Motion to recommend the City Council approve of the Zoning Amendment Decreasing the R-1 and R-2 Lot Size Requirement for Public Uses to 12,000 Square Feet.

Aye: D. Walkes, Sagissor, J. Walkes, Severson, Ziebell, Lorimor

Nay: Durgin

Motion carries.

City Administrator Hadler gave an overview of the Conditional Use Permit applied for by the School District. Ms. Hadler noted that the city can add a number of conditions to the permit to make the property blend in to the residential district, and read some of the proposed conditions, which include landscaping, trees, fencing, maintenance, etc.

Commissioner Ziebell stated he did not feel that the fencing and shrubbery were both necessary. Superintendent Ihrke stated that the school is supportive of the additional screening and landscape classes will likely be involved the maintenance of the landscaping.

Commissioner Lorimor expressed concern with the appearance of the garage.

Mr. Gary Schneider, resident across the alley, expressed concern with the appearance of the 5-car garage facing the alley.

Mrs. Cindy Weaver stated a lot of residents are concerned about how it will affect the price of their homes, and the height of the garage.

Ms. Hadler noted that often size is relative, and that by having the greenhouse and garage set in the middle of the property and having trees around them, the buildings will actually appear much smaller than they actually are.

Mr. Tim Weaver passed some pictures to commissioners with images of the 9 ft. tall garage doors and the view of his street. He stated the most important thing is that the project should not detract from the residential district. He stated the street is a mental separation and that even though the buildings are across the street and therefore feel very separate. He reiterated that decisions made by the school could have been different.

Commissioners and residents discussed the expansion of the school and the options that have or should have been explored. Mr. Ihrke explained that the district believes that the safest direction to expand was to the north.

Commissioner Sagissor inquired about future development of the school in the next 10 years. Mr. Ihrke explained there are tentative plans for expansion of the cafeteria and additional parking.

Ms. Hadler inquired if the school would be willing to add some windows to the west side of the garage to make it look a little more like a house. Mr. Ihrke stated that was a possibility.

Motion to close the public hearing. Walkes/Ziebell. Hearing closed.

Attorney Flaherty explained recommendation process and recommended making findings regarding the seven criteria in the city code.

Commissioner Lorimor stated that with regard to criteria 2 and 3, he feels that it will detract and reduce values in the neighborhood. He agrees that the street is the dividing line.

Commissioner Walkes stated that he did not feel that traffic would be an issue.

Motion by Ziebell, Second by Walkes. Motion to recommend the City Council approve the Conditional Use Permit for the public school use in the R-1 district (subject to conditions as amended).

Aye: D. Walkes, J. Walkes, Severson, Ziebell

Nay: Sagissor, Durgin, Lorimor

Motion carries, 4 - 3

Hadler provided a brief update regarding activities for the Comprehensive Plan, including the community survey, Advisory Group, and data gathering.

Motion by Jim Walkes and second by Roger Ziebell to adjourn at 8:24 pm.

Respectfully submitted,

Clarissa Hadler
City Administrator



Executive Summary

Planning Commission Special Meeting: November 1, 2018

AGENDA ITEM: Final Plat Application – East Winds II	
PREPARED BY: Clarissa Hadler, City Administrator	AGENDA NO. 4
ATTACHMENTS: Public Hearing Procedure, Final Plat, Memo – Brian Malm, City Engineer, Public Hearing Notice, Draft Development Agreement	
RECOMMENDED ACTION: Motion to recommend the City Council approve the Final Plat for East Winds II, subject to the following conditions; • Sidewalks shall be required on _____ side(s) of the street. (Planning Commission to make recommendation) • Require a payment in lieu of park dedication (to be determined). • Developer shall abide by the conditions and standards within the Development Agreement. • City Engineer approval of the Construction Plans and Specifications. • Developer completes Stormwater Pollution Prevention Plan (SWPPP), in accordance with MPCA Construction Stormwater (CSW) Permit requirements.	

SUMMARY

The Planning Commission is being asked to consider a Final Plat request from PK Meyer Builders, Inc. for East Winds II Subdivision to allow development of 16 single-family lots. The final plat is necessary to facilitate subdivision of the property into individual residential lots. Staff finds the application consistent with the Levan General Development Plan and recommends approval of this application subject to the conditions listed above.

Applicant:	PK Meyer Builders, Inc. (Peter Meyer & Kevin Meyer)
Current Zoning:	R-2 - Residential District
Net Area:	3.94 Acres (excluding streets)
Lots/Units:	16 Single Family Lots
Density:	4.06 units/acre

ISSUE ANALYSIS

Legal Authority. The final plat application is Quasi-Judicial because the City has a set of standards and requirements for reviewing this type of application that is described in detail below. Generally, if the final plat meets the ordinance requirements it must be approved.

Land Use and Zoning. The proposed 16 lot single family development is consistent with the land use and zoning classifications for the project area. The subject property is zoned R-2 – Residential District. As a result, the property is subject to all the standards of the R-2 – Residential zoning district.

Overall, the final plat conforms to the R-1 district standards;

- All lots exceed the Minimum Lot Area requirement of 6000 square feet.
- All lots exceed the Minimum Lot Frontage requirement of 60 feet.

When the homes are built they will be subject to the following additional standards;

- Rear Yard Setback = 15 ft.
- Front Yard Setback = 25 ft.
- Side Yard Setback = 5 ft

Final Plat. Standards for reviewing subdivision requests are detailed in Section 620 of the Plainview City Code. This section of the Code outlines the multi-step process for land subdivision. In this case, staff is addressing all of the standards in the “quick plat” process.

The Plainview City Code allows for a developer to proceed with a quick plat if the following conditions exist:

- That the restriction against such a quick plat will create an unnecessary hardship,
- That a quick plat will not interfere with purposes of the subdivision regulations,
- That the dedication of public utility or street easements is not involved, and
- That the new and residual parcels of land which would result from the quick plat meet the frontage and area requirements of the zoning ordinance.

After review of the subdivision and the General Development Plan for the area, staff and consultants at Bolton & Menk determined that the subdivision could be processed through a quick plat. The process essentially skips the Preliminary Plat process and moves the development immediately through to the Final Plat, with the addition of the plat public hearing at the Planning Commission.

The current application proposes to plat 16 single family lots for East Winds II Subdivision. The developer increased the density to the development over what was originally in the General Development Plan. Taking these adjustments into account, the East Winds II Subdivision Final Plat is consistent with the approved LeVan Subdivision General Development Plan.

Streets, Sidewalks & Access. The LeVan Subdivision General Development Plan for this area was originally approved in 2002. Around that time and as part of earlier platting processes, some of the infrastructure was installed and the associated right-of-ways dedicated to the city. 7th Street NE, part of the current East Winds II subdivision, was one such right-of-way. Access to the 16 lots will occur from 5th Street NE until such time that other internal roads are connected to future project phases. The next connection to 7th Avenue NE will likely be when 8th Street NE develops.

Based on City Code 623.6, which requires sidewalks in all new subdivisions, and the location of the subdivision adjacent to a future collector road (8th Street NE), staff recommends that a condition of the approval be the requirement for sidewalks on both sides of the street.

City Engineer Malm noted in his initial review that City Code 622.5, Table 1, minimum centerline curve radius of new streets is listed at 300 ft. The centerline curve radius on the plat is 230 ft. However, the General Development Plan was approved with this layout and the right-of-way is

already dedicated to the city. There is no appropriate way, or reason in Mr. Malm's opinion, to attempt to follow this particular code standard.

City Code 622.2 states that "Streets designed and laid out so as to have one end permanently closed shall not exceed five hundred (500) feet in length, except where the Planning and Zoning Commission has approved additional length due to property limitations or large lot size." In this case, the street length is approximately 800 feet. Staff is comfortable with this length of street. Code also requires a cul-de-sac or turnaround, which is already in existence at the lift station adjacent to the development.

Grading and Storm Water Management. (See City Engineer's Memo.) The City Engineer recommends a 5-foot drainage easement on the sides of each property to allow for the storm water flows that are shown in the grading plan. The developer has agreed to these easements. In addition, in any lot that has water flowing to the rear yard, a 10 ft. drainage easement should be required.

Of note is the fact that the retention ponds that serve approximately 90 acres, including this 4 acre development, no longer meet the Minnesota Pollution Control Agency (MPCA) standards and need to be modified. City Engineer Malm recommends spreading the cost of the pond modifications equally across the entire area serviced and charging it back to developers on a per acre basis. According to preliminary calculations, this cost would be approximately \$1000 per acre. Because there are only about 30 acres remaining to be developed, the city will end up paying for 2/3 (60 acres worth) of the pond improvements.

Staff is proposing that the City work with the developer to include pond improvements in their grading bids and have this work done in coordination with the grading of the development, though this plan needs to be "fleshed out" a bit.

Parks and Open Space. Plainview City Code requires that all new subdivisions dedicate a percentage of the gross area for parks or other public use. In districts zoned R-2, this requirement is 8% of the total land area. The code allows for payment in lieu of land dedication for small subdivisions equal to the value of the land that would have been dedicated, plus the estimated cost of grading and seeding that amount of land. The value for this payment for this subdivision has not yet been determined. The City Council and/or its agents shall have the authority to make the final determination of the value of the land for purposes of park dedication.

Engineering Comments. The City Engineer has provided comments in the attached memorandum. The developer and his engineers have already worked through a number of the issues noted, and will continue to make appropriate changes.

Denial of Plan and/or Plat. In the case of all subdivisions, the Planning Commission shall recommend denial of, and the City Council may deny, approval of a general development plan, preliminary or final plat if it makes any of the following findings:

- (a.) That the proposed subdivision, including the design, is in conflict with any adopted component of the Plainview Comprehensive Plan, Land Management Ordinance, Storm Water Pollution Control Ordinance, or any other provision of the City Code;
- (b.) That the physical characteristics of this site, including but not limited to topography, vegetation, susceptibility to erosion and siltation, susceptibility to flooding, water storage, drainage and retention, are such that the site is not suitable for the type of development or use contemplated;
- (c.) That the site is not physically suitable for the proposed density of development;

- (d.) That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage;
- (e.) That the design of the subdivision or the type of improvements is likely to cause serious public health problems;
- (f.) That the design of the subdivision or the type of improvements will conflict with easements of record;
- (g.) That the design will create a significantly higher density than the surrounding areas;
- (h.) That the design will create an undue burden on the City's traffic system or water/wastewater infrastructure.

Staff does not feel any of these issues apply in this case.

Next Steps. Staff and City Engineer Malm will continue to work with the developer to finalize the Development Agreement and Construction Plans. The Development Agreement and the Final Plat will go to the City Council meeting on November 13, 2018 with the recommendations of the Planning Commission and staff, and public comments made during the Public Hearing.

CONCLUSION AND RECOMMENDATION

Staff recommends that the Planning Commission recommend City Council approval of the Final Plat for East Winds II Subdivision creating 16 single family lots. This recommendation is based on the information submitted by the applicant, findings made in this report and the conditions detailed in the attached resolution.

Public Hearing Procedure:

- Chair: “We will now open the Public Hearing. If anyone would like to speak regarding the Variance Application, you may do so at this time. Please come to the podium, state your name and address, and keep your comments to 3 minutes.”
- Allow 3 minutes per statement.
- When all have had a chance to speak once, Chair may ask for a motion to close the public hearing.
- Commissioner _____, “Motion to close the public hearing.”
- Commissioner _____, Second.
- Chair: “All in favor?”
- Ayes
- Chair: “Motion passes. The public hearing is now closed.”
- Chair: “Are there any further comments or discussion from the Commission?”
- Commissioner _____,
 - “I make a Motion to recommend City Council approval of the East Winds II Subdivision Final Plat, subject to the following conditions;
 - Sidewalks shall be required on _____ side(s) of the street.
 - Require a payment in lieu of park dedication (to be determined).
 - Developer shall abide by the conditions and standards within the Development Agreement.
 - City Engineer approval of the Construction Plans and Specifications.
 - Developer completes Stormwater Pollution Prevention Plan (SWPPP), in accordance with MPCA Construction Stormwater (CSW) Permit requirements.”
- Commissioner _____, Second.
- Chair: “We have a motion and a second. Roll call, please.”
- Clerk
 - “Wiener”
 - “Walkes”
 - “Durgin”
 - “Walkes”
 - “Severson”
 - “Ziebell”
 - “Lorimor”
- Aye / Nay as your name is called.
- Chair: “Motion passes _____ to _____.”
- Continue to next item.

EAST WINDS SECOND SUBDIVISION

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That PK Meyer Builders, Inc., a Minnesota corporation, owner of the following described property situated in the County of Wabasha, State of Minnesota, to wit:

Outlot B, LEVAN SUBDIVISION, Wabasha County, Minnesota.

ALSO

Tract A, Registered Land Survey Number 15, Wabasha County, Minnesota.

Containing in all, 3.94 acres, more or less.

Has caused the same to be surveyed and platted as EAST WINDS SECOND SUBDIVISION and does hereby dedicate to the public for public use the drainage and utility easements as created herewith.

In witness whereof, said PK Meyer Builders, Inc., a Minnesota corporation, has caused these presents to be signed by its President this _____ day of _____, 2018.

SIGNED: PK Meyer Builders, Inc.

Peter J. Meyer, President

STATE OF MINNESOTA
COUNTY OF OLMSTED

This instrument was acknowledged before me on _____ by Peter J. Meyer, President of PK Meyer Builders, Inc.

Notary Public, _____ County, Minnesota Notary Printed Name

My commission expires _____

SURVEYOR'S CERTIFICATE

I Jeffrey J. Rolfson do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the 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 505.01, 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 _____, 2018.

Jeffrey J. Rolfson, Professional Surveyor
Minnesota License No. 49003

STATE OF MINNESOTA
COUNTY OF OLMSTED

The instrument was acknowledged before me on _____ by Jeffrey J. Rolfson.

Notary Public, _____ County, Minnesota Notary Printed Name

My commission expires _____

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, and with Wabasha County Ordinance No. 7, that this plat has been reviewed and approved this _____ day of _____, 2018.

Deputy County Surveyor

CITY APPROVAL

STATE OF MINNESOTA
COUNTY OF WABASHA
CITY OF PLAINVIEW

We do hereby certify that on the _____ day of _____, 2018, the accompanying plat was duly approved by the Common Council of the City of Plainview, in testimony whereof, we have hereunto signed our names this _____ day of _____, 2018.

Mayor City Clerk

COUNTY AUDITOR, County of Wabasha, State of Minnesota

Pursuant to Minnesota Statutes Section 272.12, there are no delinquent taxes on the land hereinbefore described on this plat and transfer entered this _____ day of _____, 2018.

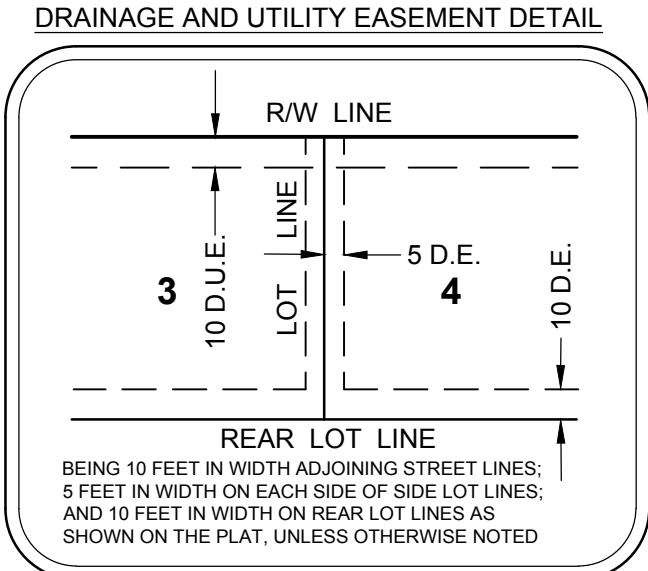
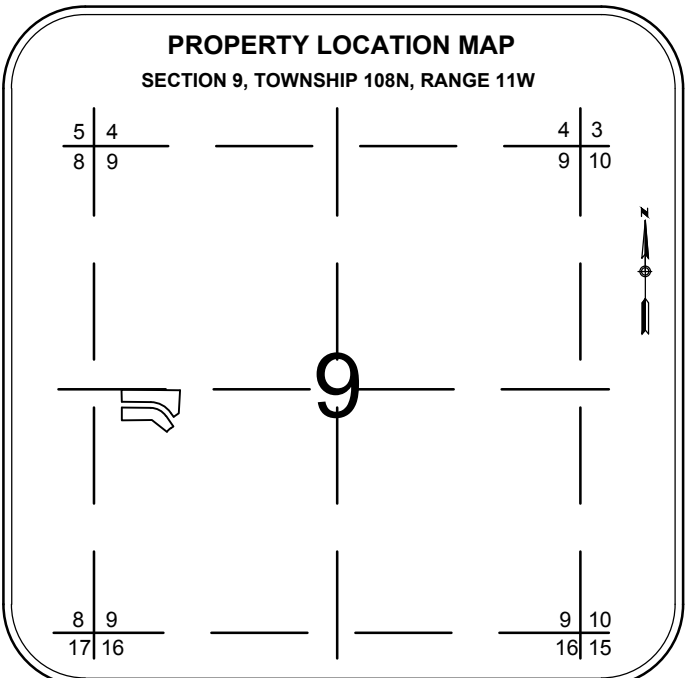
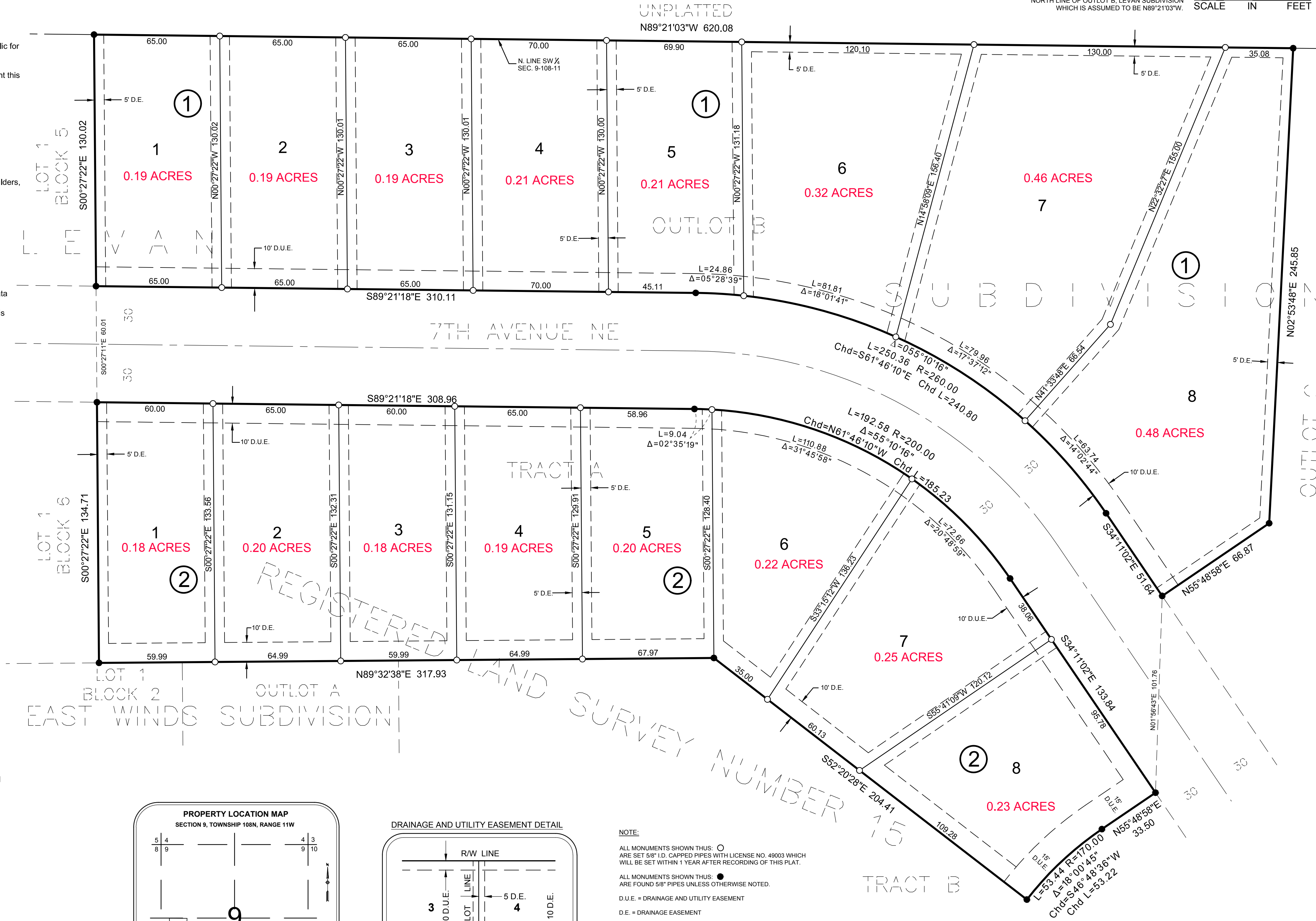
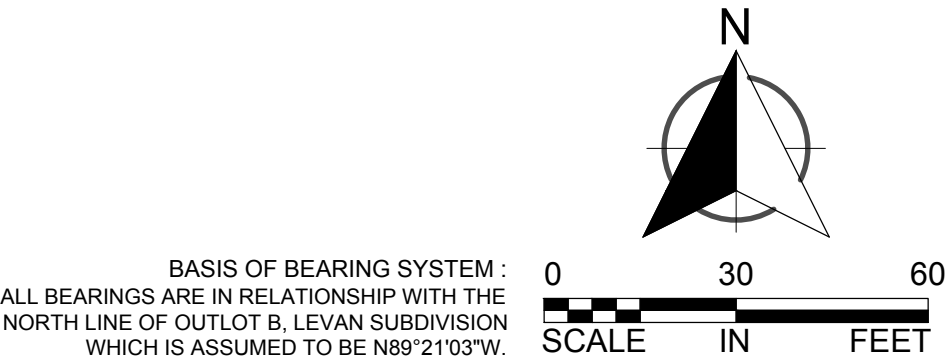
Wabasha County Treasurer/ Auditor

Date _____

COUNTY RECORDER, County of Wabasha, State of Minnesota

I hereby certify that this plat of EAST WINDS SECOND SUBDIVISION was filed in the office of the County Recorder for public record on this _____ day of _____, 2018, at _____ o'clock _____.M. and was duly filed in Book _____ of Plats, Page _____, as Document Number _____, File Number _____.

Wabasha Registrar of Titles



NOTE:

ALL MONUMENTS SHOWN THUS: ○
ARE SET 5/8" I.D. CAPPED PIPES WITH LICENSE NO. 49003 WHICH WILL BE SET WITHIN 1 YEAR AFTER RECORDING OF THIS PLAT.

ALL MONUMENTS SHOWN THUS: ●
ARE FOUND 5/8" PIPES UNLESS OTHERWISE NOTED.

D.U.E. = DRAINAGE AND UTILITY EASEMENT

D.E. = DRAINAGE EASEMENT

UTILITY EASEMENT DEFINED:

AN UNOBSTRUCTED EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF ALL NECESSARY UNDERGROUND OR SURFACE PUBLIC UTILITIES INCLUDING RIGHTS TO CONDUCT DRAINAGE AND TRIMMING ON SAID EASEMENT.

DRAINAGE EASEMENT DEFINED:

AN UNOBSTRUCTED EASEMENT FOR THE OPERATION AND MAINTENANCE OF WATERWAYS, BOTH SURFACE AND UNDERGROUND, RUNNING OVER, ACROSS, AND UNDER SAID EASEMENT.

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MEMORANDUM

Date: 10/16/18
To: Clarissa Hadler, City Administrator
Cc: Michael Burgdorf, Public Works Director
From: Brian Malm, P.E., City Engineer
Subject: East Winds 2nd Subdivision Review
City of Plainview, MN
Project No.: H19.117480

As requested, we have reviewed the plat and construction plans submitted to the City for the proposed East Winds 2nd Subdivision. The following, in addition to the attached plan redlines, are our comments:

General Comments:

1. The development agreement for the project should include a 2-year warranty for all improvements. Warranty period to be initiated upon final completion and acceptance by the City. (City Code, 623.18)
2. Developer shall provide the city with a payment and performance bond equal to the estimated total cost of improvements. A cost estimate for the proposed improvements is required to determine the bond amounts. We recommend the bonds be secured in the amount of 125% of the estimated construction cost of the improvements. (City Code, 623.17)
3. Provide a MPCA sewer extension permit, Plainview Elgin Sanitary District sewer extension permit, and MDH watermain plan review with submittal of final plans. Wastewater information needed for MPCA permit can be found here: <https://www.pca.state.mn.us/data/wastewater-data-browser>
4. City will provide developer with specifications and standard details for the proposed street and utility improvements.
5. The City will need to determine how to handle the parkland dedication issue, as described in City Code 622.9.

Plat Comments:

1. Verify property ownership listed in the dedication. The County tax parcel records indicate property is owned by PK Meyer Builders, Inc.
2. A lot area table should be included.
3. Verify whether the Registrar of Titles needs to sign the plat based on it being Torrens property.
4. We strongly recommend that all side yard and rear yard lot lines include a drainage and utility easement, 5-ft on each side of side yard lines and 5-ft along rear yard lines. We recommend this as a standard for all future platted lots in the City.

5. Per City Code, 622.5, Table 1, the minimum centerline curve radius is 300-ft. The centerline curve radius on the plat is 230-ft.

Street Plan Comments:

6. Indicate project truck haul routes as indicated on the title sheet.
7. Indicate survey datum as indicated on title sheet.
8. Horizontal curve radius between 29+50 and 31+50 is 230'. Minimum per City Code 622.5, Table, 1, is 300'. Other street dimensions meet standards set by ordinance.
9. Show connection to existing lift station turnaround, which could be used in place of a temporary cul-de-sac for maintenance and emergency vehicle turnaround. We recommend this be paved as a part of the project.
10. Revise vertical curves at BOP as indicated.
11. Revise pavement section and add subdrain as indicated on Sheet 2.
12. Sidewalks should be shown on the typical section and plan sheets, as City Code 622.9 requires sidewalk in all new developments. We recommend the City consider whether to require installation of sidewalks prior to home construction or as each home is built. If required to be built with the street improvements, it is recommended that they be constructed as 6-inch thick, to minimize breakup during home construction. If built during home construction, they should be 4-inch thick. Sidewalks should be minimum 5-ft wide to comply with ADA requirements.

Sanitary/Water Plan Comments:

13. Curb stops should be located 3-ft from back of curb. Sewer and water services should be centered in the lots and extended to the 10-ft utility easement line. Designate stationing and proposed elevations for all services.
14. Use PVC watermain with tracer wire (tracer layout and spec based on Mn Rural Water tracer spec)
15. Add gate valves as noted.
16. Add 0.05' drop through all san manholes.
17. Revise sanitary grade to 0.4% min between MH 4 and 5.
18. Ensure connection to existing San MH 5 is booted connection, core drill if necessary.
19. Various other minor comments on plan.

Grading and Stormwater Management Comments:

20. The grading plan should indicate lot type (full basement, lookout, or walkout lot) with proposed garage floor elevations.
21. Add rim and spot elevations as indicated.
22. Indicate emergency overflow routing and elevations to convey 100-yr storm to pond. Is any grading needed to accomplish this? May need to consider some type of scour protection at the end of the roadway depending on how high flows are routed.
23. A Stormwater Pollution Prevention Plan (SWPPP), in accordance with MPCA Construction Stormwater (CSW) Permit requirements needs to be completed.

24. Additional detail is needed to verify the proposed storm sewer outlet locations, as well as the proposed inlet (FES-11 and FES-12).
25. A wider, 20-ft side yard drainage and utility easement should be included on the east lot line of Lot 8, Block 2 to accommodate the proposed storm sewer pipe and grading there. Verify whether grading is necessary to facilitate drainage to this inlet.
26. Add rip-rap to stormwater outlet.
27. The existing “dry” stormwater pond does not meet current or past MPCA CSW Permit requirements. Modifications to the pond will be required if it is to be used as a “regional pond” to satisfy the CSW permit’s permanent stormwater treatment system requirements.

The pond would need to be evaluated for potential to provide the volume reduction required in the CSW permit. Although the pond is within the City’s Wellhead Protection Plan (WHPP) Drinking Water Supply Management Area (DWSMA), the new permit allows infiltration outside of the Emergency Response Area (ERA) provided the DWSMA vulnerability is not high or very high. The City’s DWSMA in this area is listed as moderate vulnerability so infiltration would be allowed, provided there aren’t other prohibiting factors, such as separation from seasonally saturated soils, soil types, or inadequate infiltration rates. Field testing (soil borings and infiltration testing) would be required to determine whether these factors exist.

If infiltration is deemed to be prohibited by the permit for some reason, the pond could be converted to a wet pond to provide the required water quality treatment. We evaluated two options for this conversion; 1) Modification of the outlet structure, and 2) Outlet structure modification combined with pond excavation. Based on our analysis, simple modification of the outlet structure would allow for the required water quality treatment, however, flow rates from the pond would increase dramatically and the pond would no longer meet City Code requirements for flow rate reduction. Therefore, this option is not feasible.

Excavation of the pond bottom by 2-ft, combined with outlet structure modification would allow the pond to meet current CSW water quality requirements as well as rate control requirements. This would require approximately 5,000 CY of excavation. Combined with the outlet structure modification, we would estimate the cost of this work at approximately \$75,000. If infiltration is deemed possible, based on field testing, excavation may be reduced or determined not to be necessary, and the cost would be less.

The City will need to determine how the cost of the pond modifications is handled. Options include full funding by the currently proposed development, full funding by the City, or shared cost across the watershed served by the pond, which is approximately 88.5 acres. If the option of spreading the cost across the watershed is chosen, we would recommend a per-acre fee be developed that could be included in the current and future development agreements. In this scenario, the City could carry the cost of existing developed area served by the pond.

012572-000 PUBLIC IMPROVEMENTS TO SERVE EAST WIND SECOND

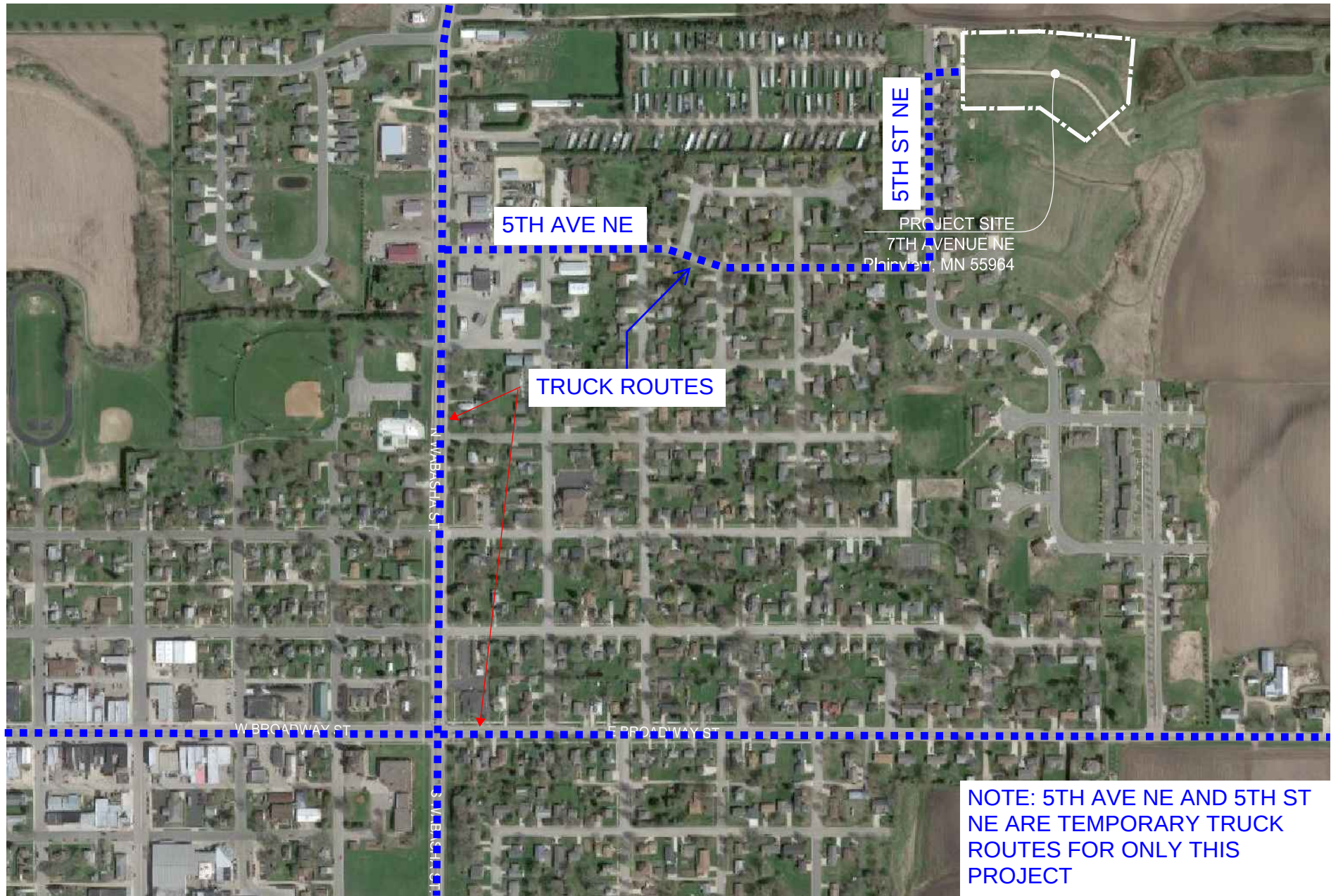
Plainview, Minnesota

WSB & Associates, Inc. Project No. 012572-000
Issue Date..... October 1, 2018 - ISSUED FOR CITY REVIEW



WSB PROJECT NO.:
012572-000

SCALE: DESIGN BY:
AS SHOWN DJZ
PLAN BY: CHECK BY:
ATB XXX



Sheet List Table	
SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	TYPICAL SECTIONS
3-4	SANITARY SEWER AND WATER MAIN PLAN AND PROFILE
5-6	STREET AND STORM SEWER PLAN AND PROFILE
7	GRADING PLAN
8	EROSION CONTROL
9-10	STORM POLLUTION PREVENTION PLAN

CITY OF PLAINVIEW
Project 012572-000
Public Improvements to Serve
East Wind Second

Approved By _____ Date _____

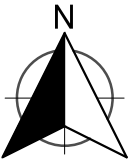
- GENERAL NOTES
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE PLANS AND REQUIREMENTS OF THE DETAILED SPECIFICATIONS.
 - OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PAY ALL PERMIT AND OTHER ASSOCIATED FEES REQUIRED BY LOCAL, STATE AND FEDERAL AGENCIES.
 - THE CONTRACTOR SHALL CONTACT THE LOCAL UTILITY MARKING AUTHORITY PRIOR TO CONSTRUCTION.

NOTE VERT & HORIZONTAL DATUM
NOTE BENCHMARK(S) LOCATION & ELEV.

1 PROJECT LOCATION MAP
1 SCALE: NOT TO SCALE

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF PRIVATE AND PUBLIC UTILITIES HAS BEEN DESIGNATED UTILITY LEVEL D. THESE QUALITY LEVELS WERE DETERMINED ACCORDING TO THE GUIDELINES OF CIASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE DATA". THE CONTRACTOR IS TO DETERMINE THE TYPE AND LOCATION OF PRIVATE UTILITIES AS MAY BE DEEMED NECESSARY TO AVOID DAMAGE THERETO.

LEGAL DESCRIPTION:
OUTLOT B, LEVAN SUBDIVISION, WABASHA COUNTY, MINNESOTA.
ALSO TRACT A, REGISTERED LAND SURVEY NUMBER 15, WABASHA COUNTY, MINNESOTA
CONTAINING IN ALL, 3.94 ACRES, MORE OR LESS



REVISIONS	
NO.	DESCRIPTION

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DANIEL J. ZEMKE
DATE: 10/01/18 LIC. NO. 25800

EAST WIND SECOND
PLAINVIEW, MINNESOTA
CITY OWNER
COVER SHEET

SHEET
1
OF
10

NO.	DATE	DESCRIPTION

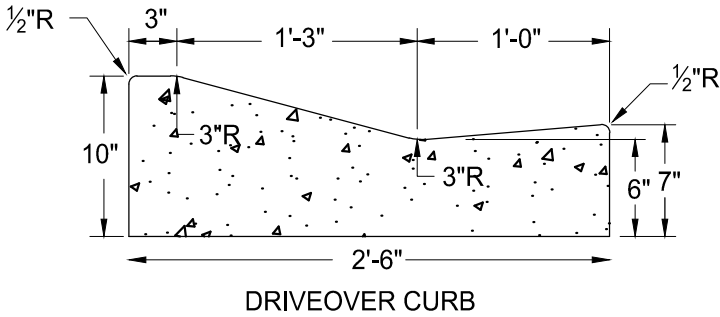
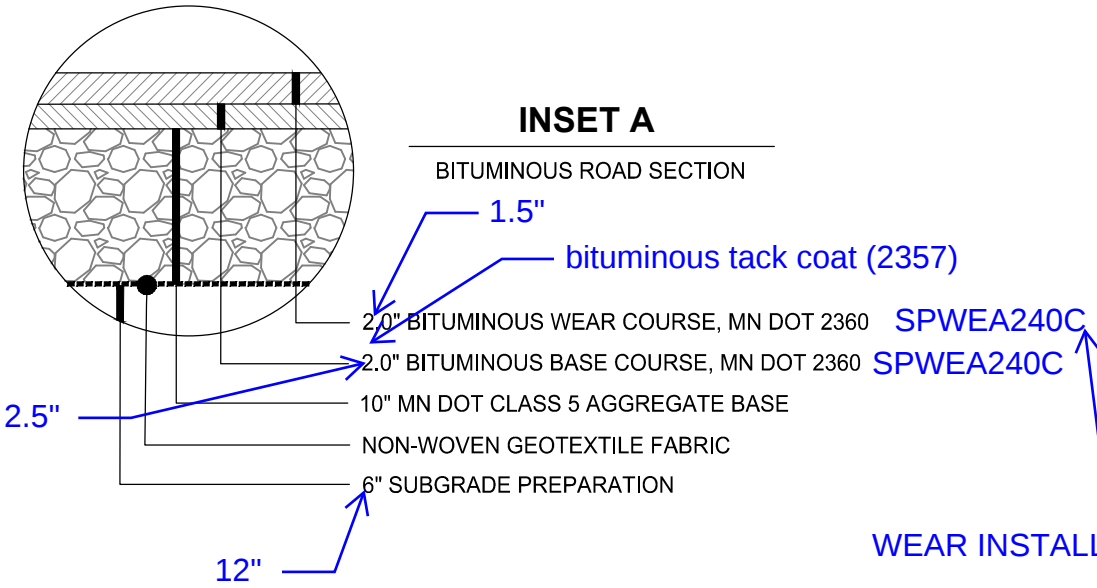
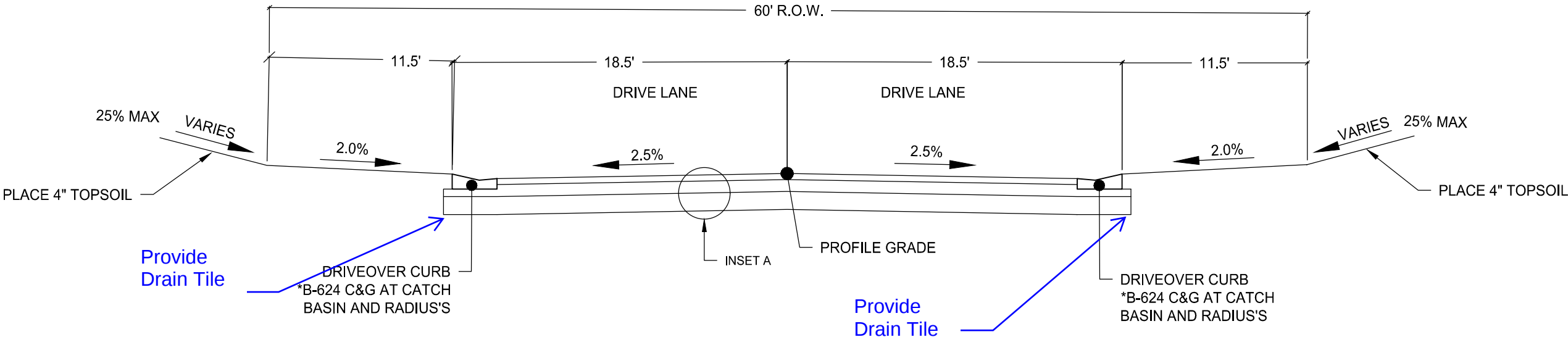
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DANIEL J. ZEWE
DATE: 10/01/18 LIC. NO.: 25800

EAST WIND SECOND
PLAINVIEW, MINNESOTA

TYPICAL SECTIONS

SHEET
2
OF
10



CONSTRUCTION NOTES

GRADING:
37' ROADWAY 60' R.O.W.
BACK OF CURB - 18.50' FROM CENTERLINE
2" BITUMINOUS WEARING COURSE, MnDOT 2360
2" BITUMINOUS BASE COURSE, MnDOT 2360
10" AGGREGATE BASE, MnDOT CLASS 2
6" SUBGRADE PREPARATION

type 2 no longer used

CURB & GUTTER TYPE DRIVEOVER
0.33' CURB EXPOSURE
0.08' LIP TO GUTTER
0.4' CROWN (LIP TO CENTERLINE)
CENTERLINE IS 0.15' ABOVE TOP OF CURB

SERVICES CONNECTIONS
LOCATION OF ALL SANITARY SEWER, WATER SERVICE, AND SUBDRAIN CONNECTIONS ARE TO BE REVIEWED BY OWNER PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL IN PLACE AND PROPOSED UTILITY SERVICES EXTEND TO PROPERTY LINE.

CASTING SCHEDULE:
CATCH BASINS - R3067 DL OR DR
MANHOLES R1710 TYPE B

WATER MAIN NOTES:
WATERMAIN SHALL BE BACTERIA AND PRESSURE TESTED TO THE VALVE LOCATED AT 25+30. BACTERIA TESTING SHALL BE DONE IN ACCORDANCE WITH STATE STANDARDS WITH AWWA C600 SECTION 4. TESTING SHALL BE 150 PSI.

ALL HYDRANTS SHALL BE WATEROUS PACER AND SHALL HAVE A LOCATOR FLAG.

ALL WATER VALVES ARE TO HAVE VALVE STEM EXTENSIONS.

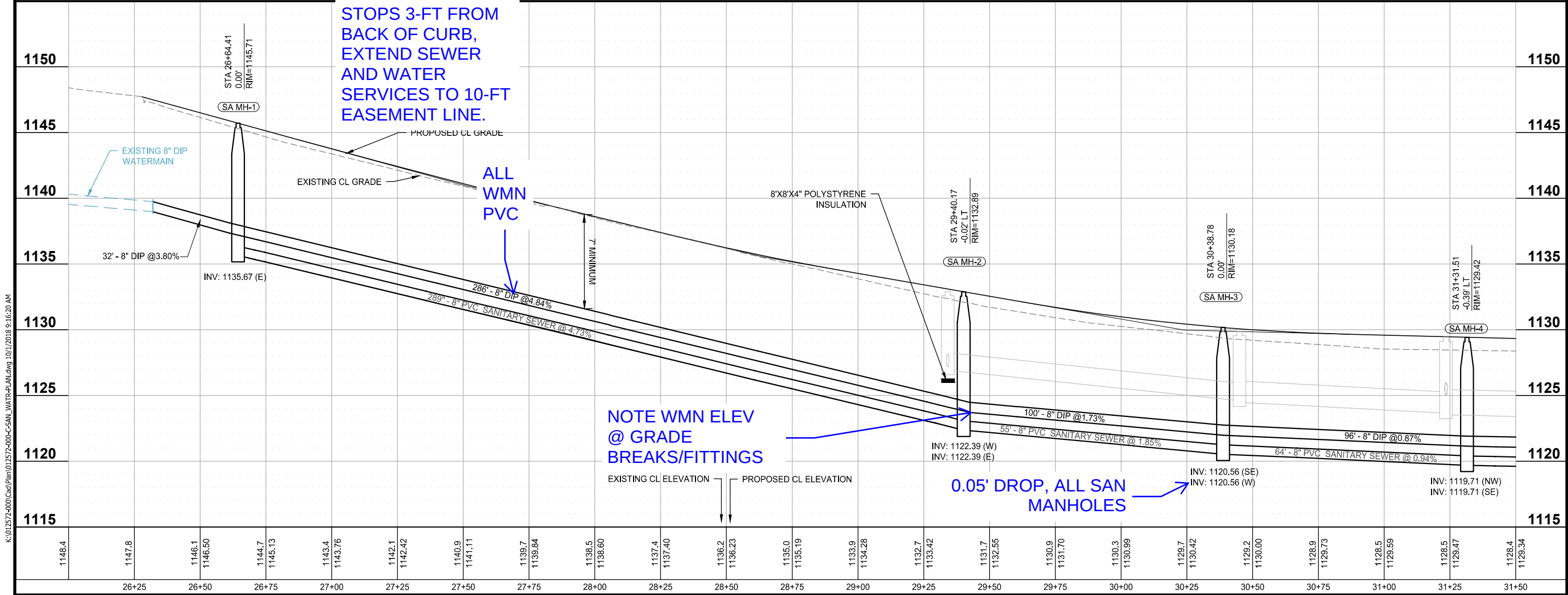
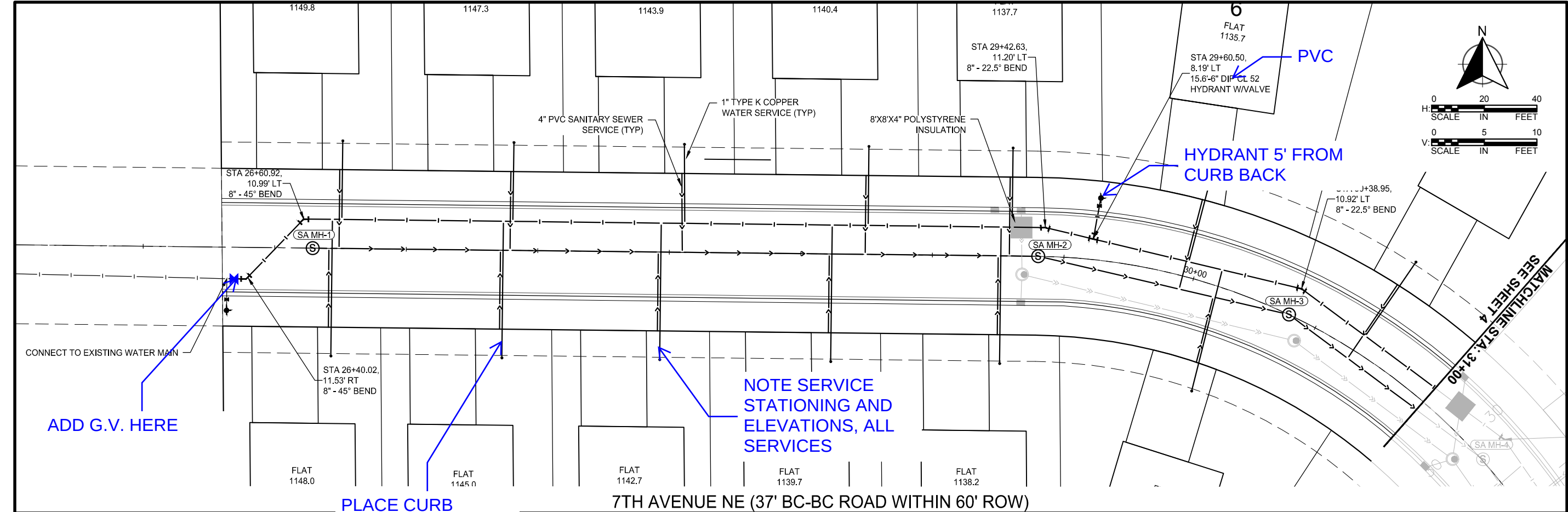
SANITARY SEWER NOTES:
TELEVISE ALL NEW SANITARY SEWER AND PROVIDE THE CITY OF PLAINVIEW WITH A COPY OF THE VIDEO.

ADDITIONAL NOTES:
WHERE NEW CONSTRUCTION MEETS INPLACE ROADWAYS, THE CONTRACTOR SHALL AVOID ABRUPT CHANGES IN GRADE AND STREET CROSS SECTION. POOR RIDEABILITY OF THE FINISHED TRANSITION WILL REQUIRE RECONSTRUCTION.

CONTRACTOR TO MAINTAIN EROSION CONTROL THROUGHOUT CONSTRUCTION.

WATERMAIN, SANITARY MAIN, AND ALL SERVICES SHALL BE INSTALLED W/ TRACER WIRE, AS SPECIFIED.

WEAR INSTALLED 2ND YEAR



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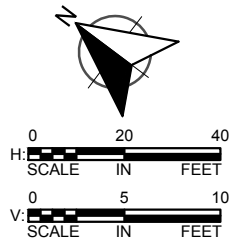
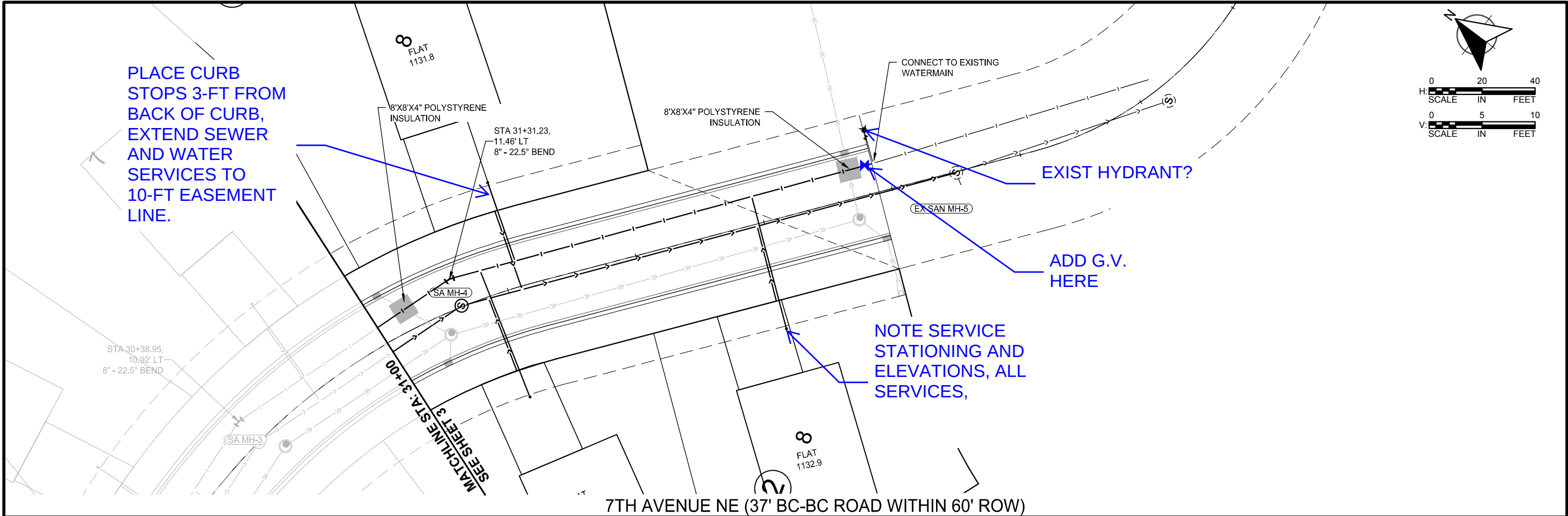
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DANIEL J. ZEMKE
DATE: 10/01/18 LIC. NO.: 25800

EAST WIND SECOND
PLAINVIEW, MINNESOTA

SANITARY SEWER
AND WATER MAIN
PLAN AND PROFILE

SHEET
3
OF
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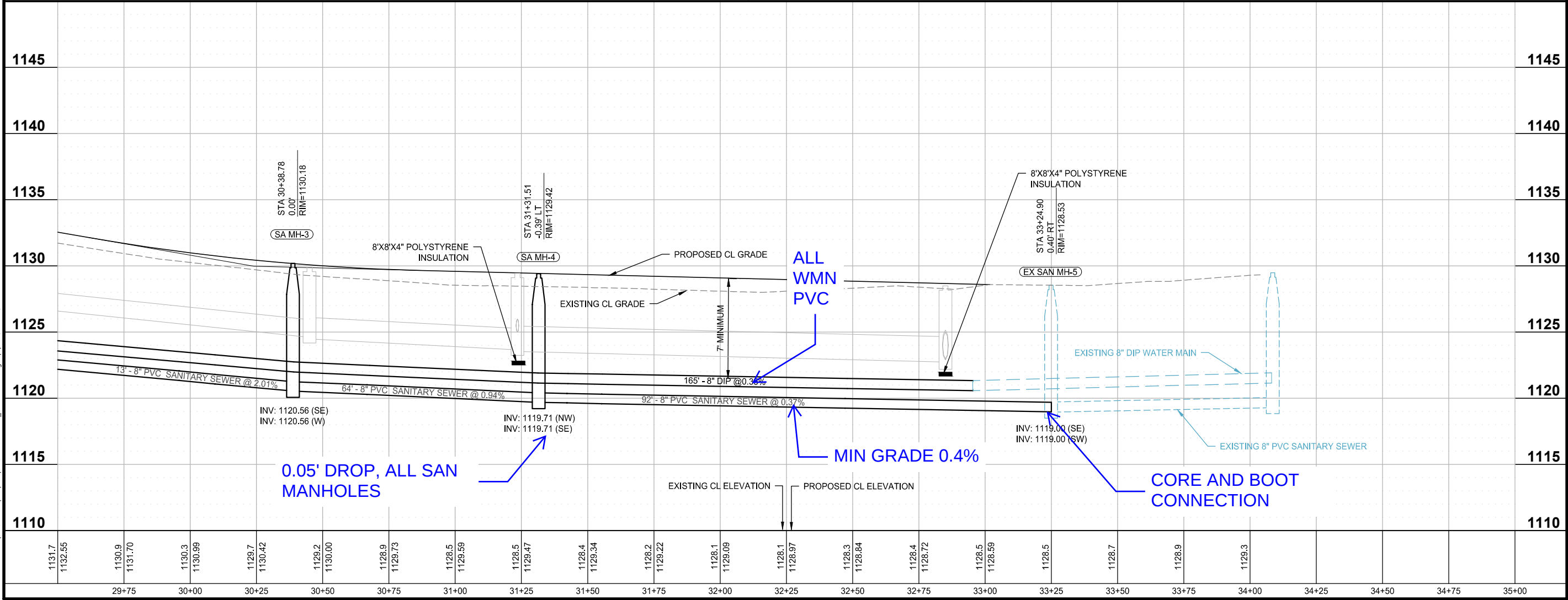
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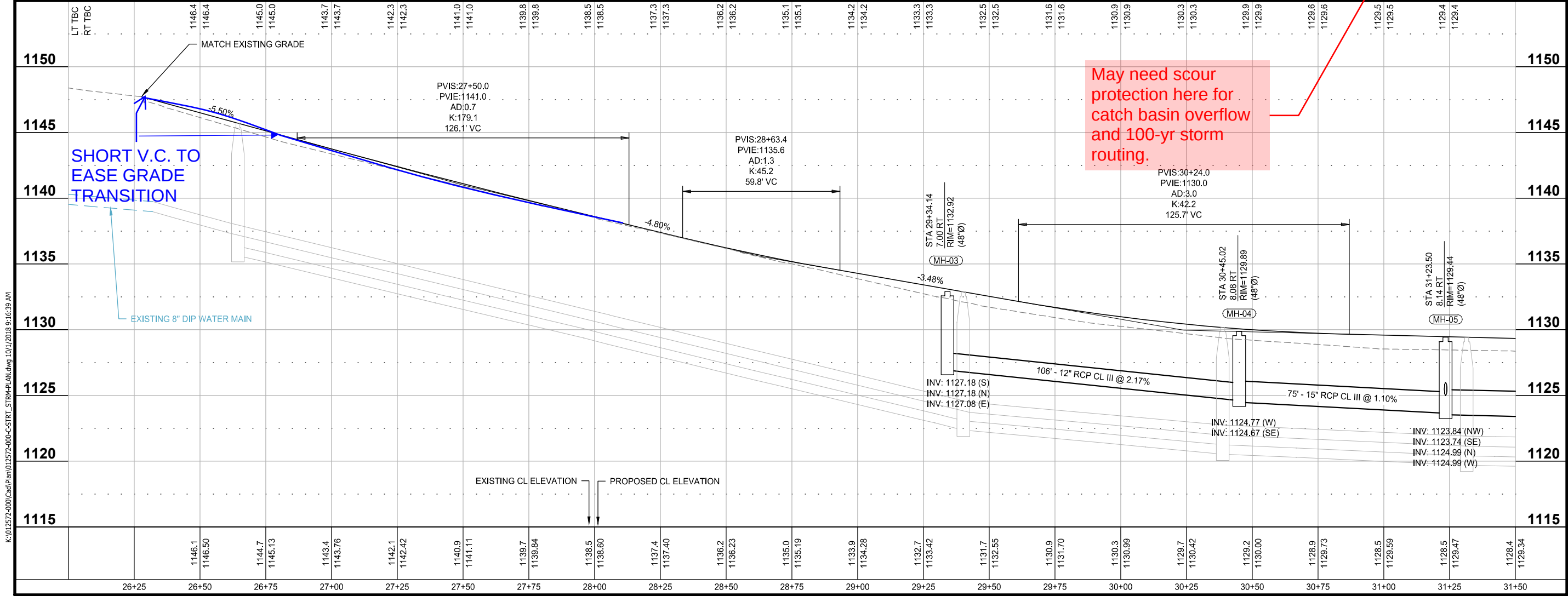
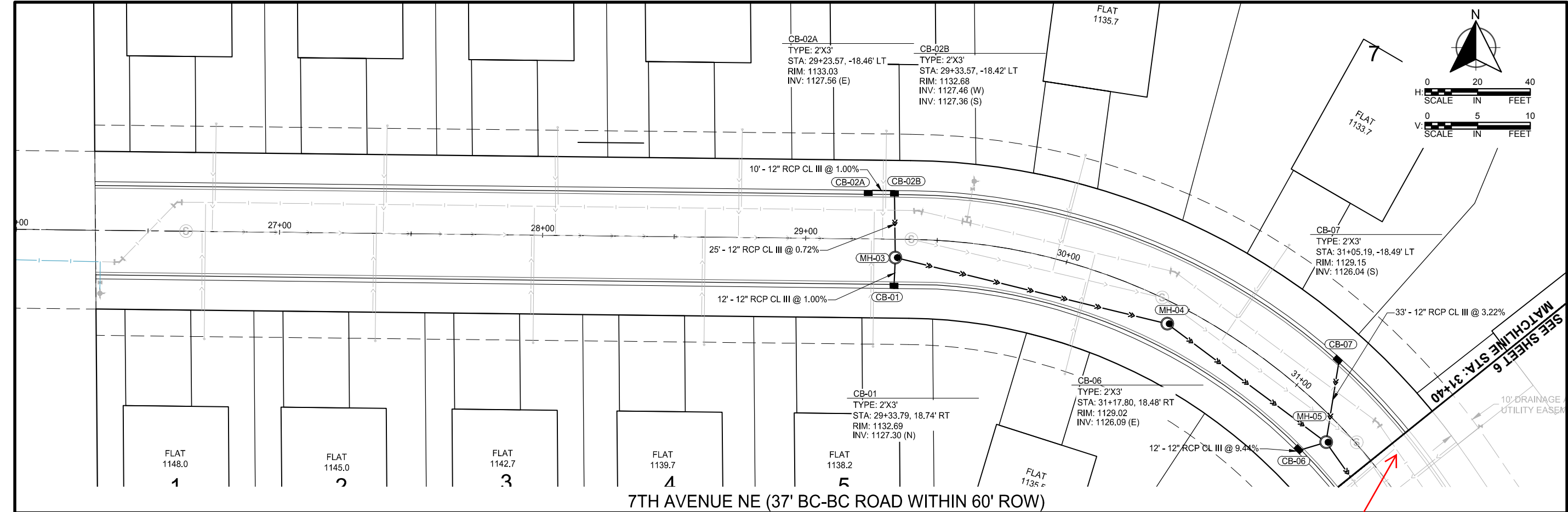
DANIEL J. ZEJWE
DATE: 10/01/18 LIC. NO.: 25800



EAST WIND SECOND
PLAINVIEW, MINNESOTA

SANITARY SEWER
AND WATER MAIN
PLAN AND PROFILE

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May need scour protection here for catch basin overflow and 100-yr storm routing.



WSB PROJECT NO.: 012572-000

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DANIEL J. ZEMKE

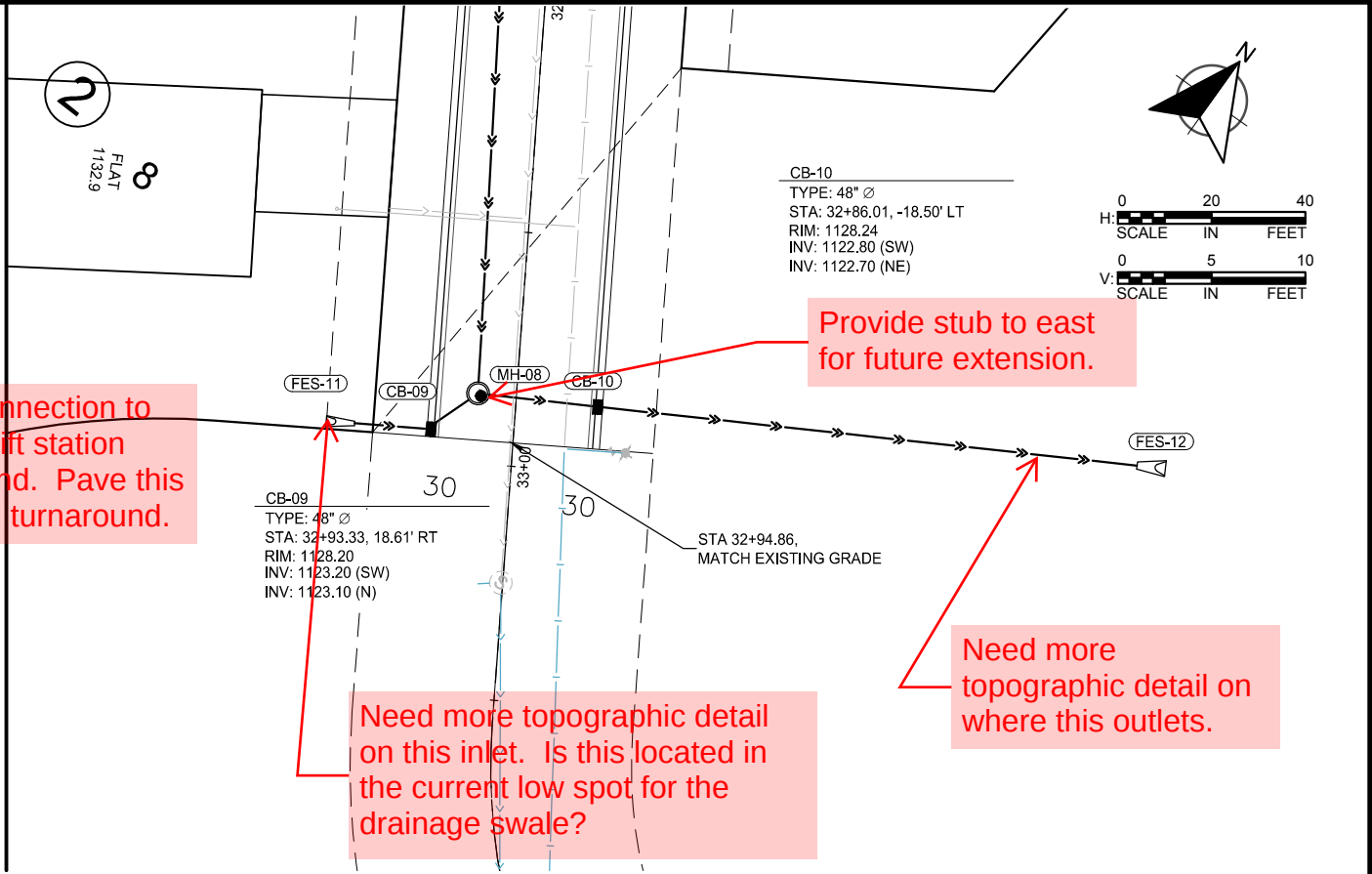
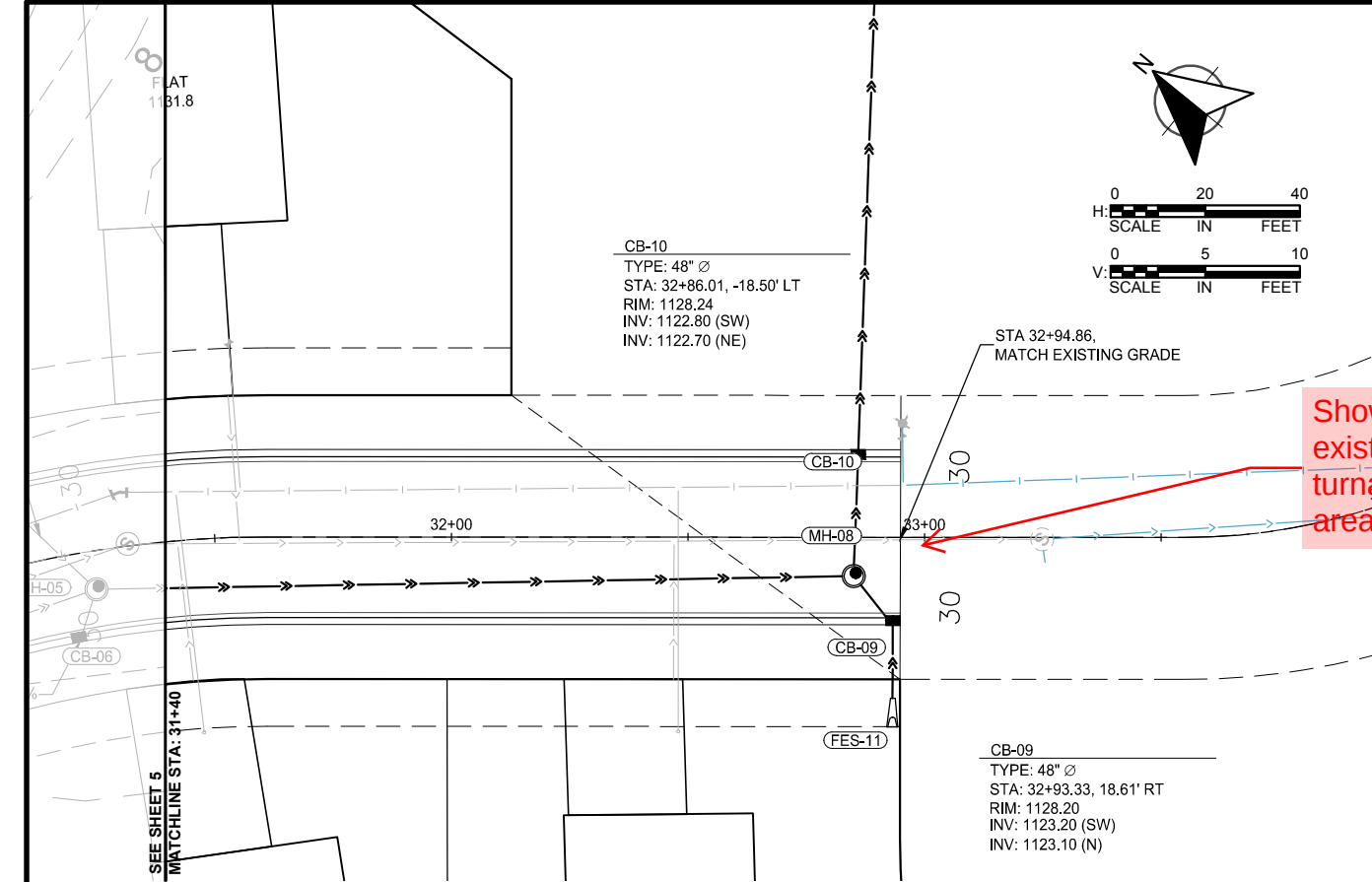
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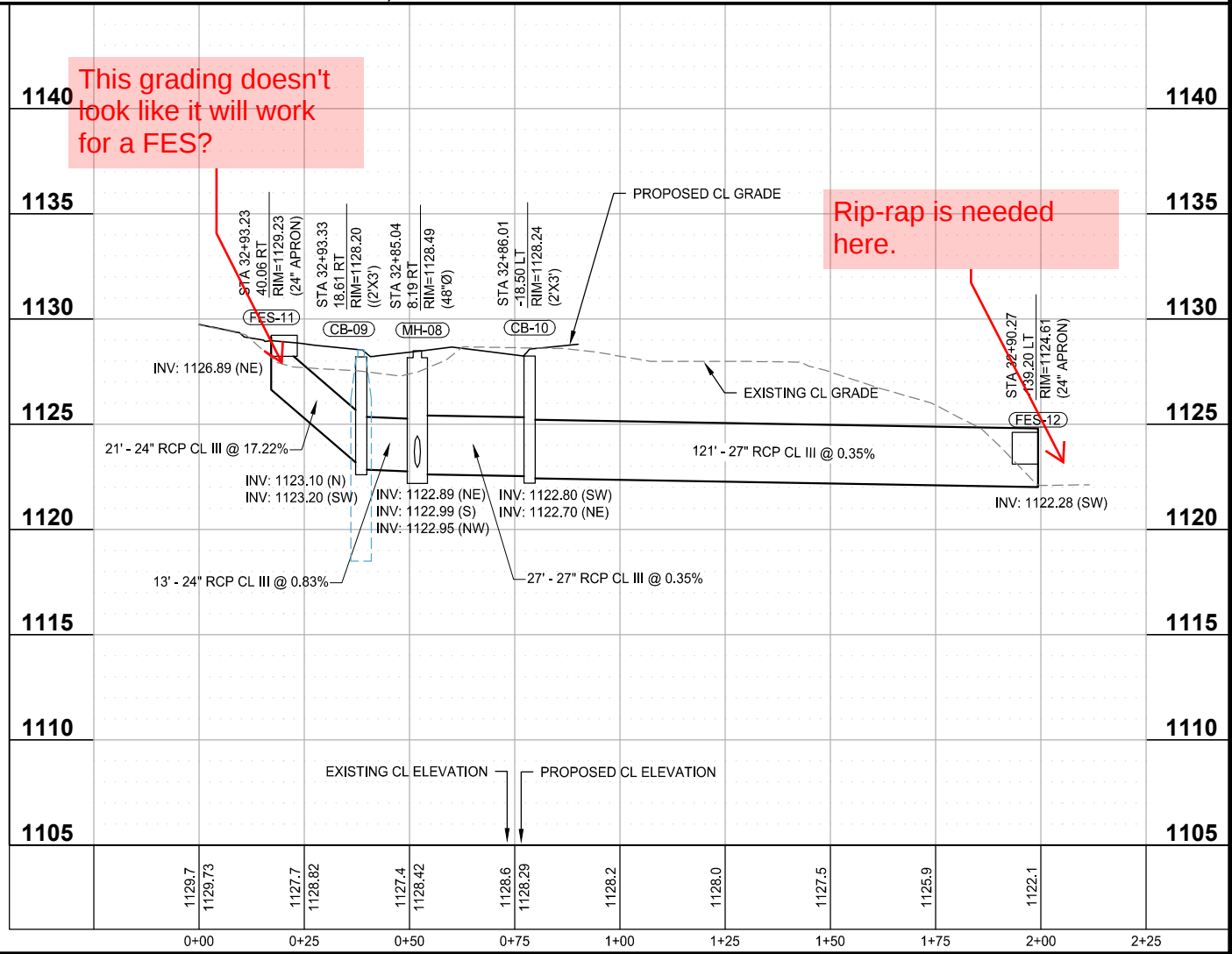
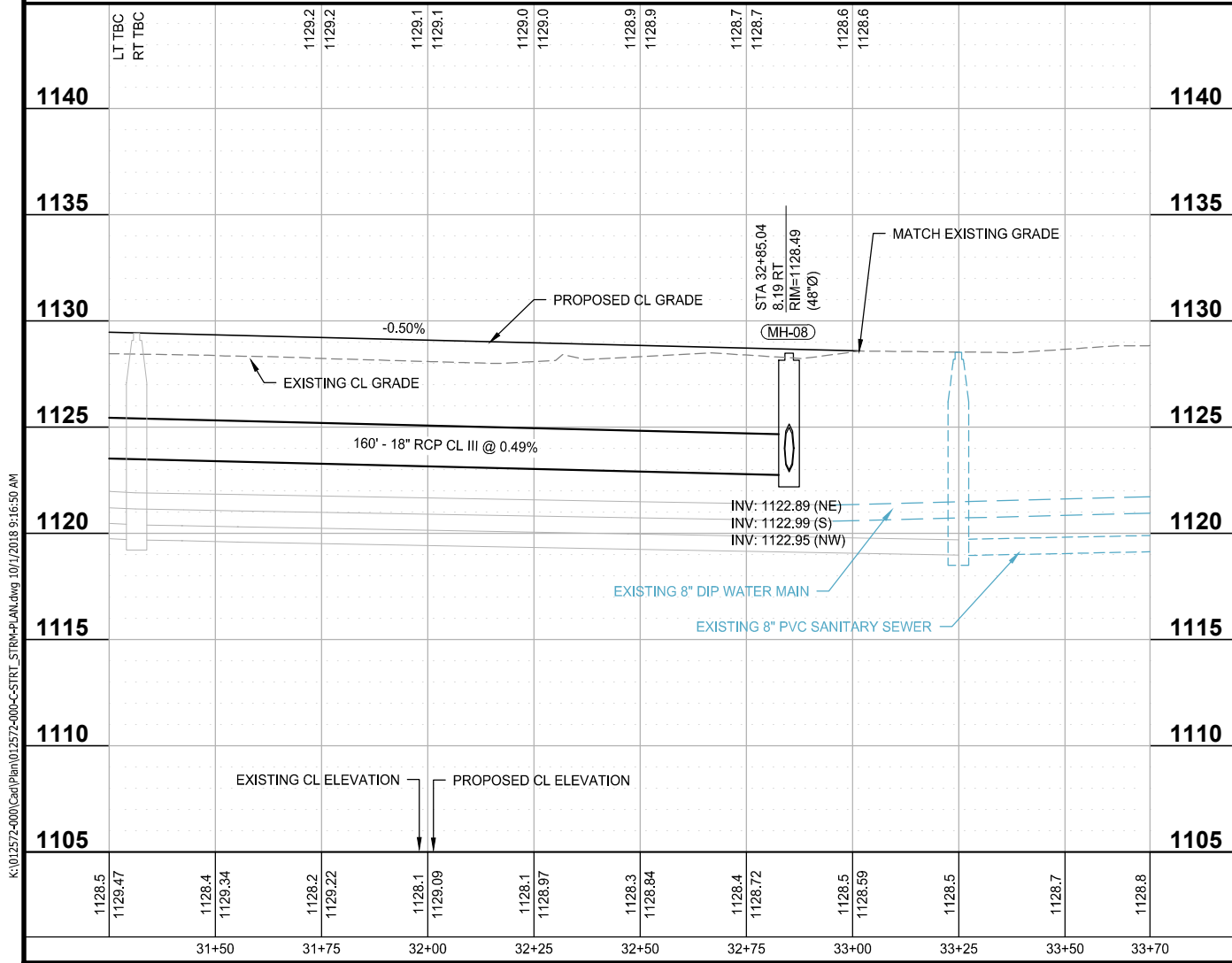
PLAINVIEW, MINNESOTA

STREET AND STORM SEWER PLAN AND PROFILE

SHEET 5 OF 10



7TH AVENUE NE (37' BC-BC ROAD WITHIN 60' ROW)



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DANIEL J. ZEMKE
LIC. NO. 25800
DATE: 10/01/18

EAST WIND SECOND
PLAINVIEW, MINNESOTA

STREET AND
STORM SEWER
PLAN AND PROFILE

SHEET
6
OF
10

LAND USE SUMMARY BY PARCEL			
PARCEL ID	TOTAL AREA	EXISTING IMPERVIOUS	PROPOSED IMPERVIOUS
7th Ave SE ROW	0.94 ACRES	0	0.58 ACRES
LOT 1 BLOCK 1	0.19 ACRES	0	0.07 ACRES
LOT 2 BLOCK 1	0.19 ACRES	0	0.07 ACRES
LOT 3 BLOCK 1	0.19 ACRES	0	0.07 ACRES
LOT 4 BLOCK 1	0.21 ACRES	0	0.07 ACRES
LOT 5 BLOCK 1	0.21 ACRES	0	0.07 ACRES
LOT 6 BLOCK 1	0.32 ACRES	0	0.07 ACRES
LOT 7 BLOCK 1	0.46 ACRES	0	0.07 ACRES
LOT 8 BLOCK 1	0.48 ACRES	0	0.07 ACRES
LOT 1 BLOCK 2	0.18 ACRES	0	0.07 ACRES
LOT 2 BLOCK 2	0.20 ACRES	0	0.07 ACRES
LOT 3 BLOCK 2	0.18 ACRES	0	0.07 ACRES
LOT 4 BLOCK 2	0.19 ACRES	0	0.07 ACRES
LOT 5 BLOCK 2	0.20 ACRES	0	0.07 ACRES
LOT 6 BLOCK 2	0.22 ACRES	0	0.07 ACRES
LOT 7 BLOCK 2	0.25 ACRES	0	0.07 ACRES
LOT 8 BLOCK 2	0.23 ACRES	0	0.07 ACRES

THE DISTURBED AREA OF THIS SITE DOES NOT EXCEED 5.0 ACRES. PHASING THE LIMITS OF DISTURBANCE SHALL NOT BE REQUIRED.

SEE ALSO "EAST WIND SECOND GRADING, STREET AND UTILITY PLANS" AND SPECIFICATIONS FOR ADDITIONAL DETAILS.

EARTHWORK VOLUMES (TOTAL DISTURBED AREA)	
RAW CUT	2066 Cu.Yds.
RAW FILL	7511 Cu.Yds.

TOTAL DISTURBED AREA:
4.84 ACRES

NOTES:

- THIS PLAN REPRESENTS THE APPROVED CONCEPT FOR GRADING THE SITE DURING AND AFTER AND COMPLETION OF ALL IMPROVEMENTS. IN ORDER TO COMPLETE THE GRADING OF THE SITE IN CONFORMANCE WITH THIS PLAN, INVOLVEMENT OF ALL PARTIES INCLUDING THE CONTRACTOR, OWNER/DEVELOPER, AND EVENTUAL PROPERTY OWNER(S) MUST BE IN ACCORDANCE WITH THIS DESIGN. WSB & ASSOCIATES, INC. CANNOT WARRANT OR GUARANTEE THAT ALL PARTIES WILL COMPLETE THEIR WORK IN ACCORDANCE WITH THIS PLAN. CHANGES OR DEVIATIONS FROM THIS PLAN MUST HAVE APPROVAL FROM CITY OF PLAINVIEW AND THE PROPERTY OWNER.
- CONTRACTOR IS NOTIFIED THAT ACTIONS ON THIS PROJECT ARE GOVERNED BY AN INDIVIDUAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THIS PLAN SHEET, THE PLANS AND SPECIFICATIONS AND THE SWPPP INCORPORATES EROSION AND SEDIMENT CONTROL MEASURES WITH WHICH THE CONTRACTOR MUST COMPLY.
- THE CONTRACTOR IS RESPONSIBLE TO SIGN AND SUBMIT THE NPDES PERMIT APPLICATION FOR GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY.

- DO NOT DISTURB PAST GRADING LIMITS.
- ALL UTILITIES TO BE INSTALLED PER STANDARD DETAILS AND SPECIFICATIONS. CONTRACTOR IS REQUIRED TO OBTAIN PERMITS FOR SERVICE INSTALLATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING IF ALL PERMITS HAVE BEEN SECURED PRIOR TO STARTING WORK.
- PROPOSED SLOPES SHALL BE STABLE FROM LANDSLIDING AND SURFACE EROSION IF COMPACTED TO 95% OF STANDARD PROCTOR & COMPLETELY VEGETATED PER SEEDING SCHEDULE.
- OWNER UNDERSTANDS THAT SOME SLOPES ARE <2.0% AND ACCEPTS RESPONSIBILITY FOR THE <2.0% SLOPES.
- SLOPES STEPPER THAN 4:1 AND 4:1 SLOPES LONGER THAN 30' ARE SEEDED AND PROTECTED WITH EROSION CONTROL BLANKETS OR SODDED AND STAKED. BLANKET CATEGORY SPECIFIED PER MnDOT 3885.1.
- ALL PIPE OUTLET ENERGY DISSIPATION SHALL BE COMPLETED WITHIN 24 HOURS OF CONNECTION TO SURFACE WATER OR OUTLET.
- THE CONTRACTOR SHALL COMPLY WITH THE NPDES CONSTRUCTION STORM WATER PERMIT. THE DATE AND AMOUNT OF ALL RAINFALL EVENTS GREATER THAN 1/2" MUST BE DOCUMENTED. RAINFALL AMOUNTS MUST BE OBTAINED FROM A PROPERLY MAINTAINED RAIN GAUGE INSTALLED ON SITE, A WEATHER STATION WITHIN ONE MILE OF THE SITE, OR A WEATHER REPORTING SYSTEM THAT PROVIDES SITE SPECIFIC RAINFALL DATA FROM RADAR SUMMARIES.
- DITCHES WITHIN 200 FEET OF SURFACE WATERS OR PROPERTY LINE SHALL BE STABILIZED WITHIN 24 HOURS AFTER CONNECTION.



WSB PROJECT NO.:
012572-000

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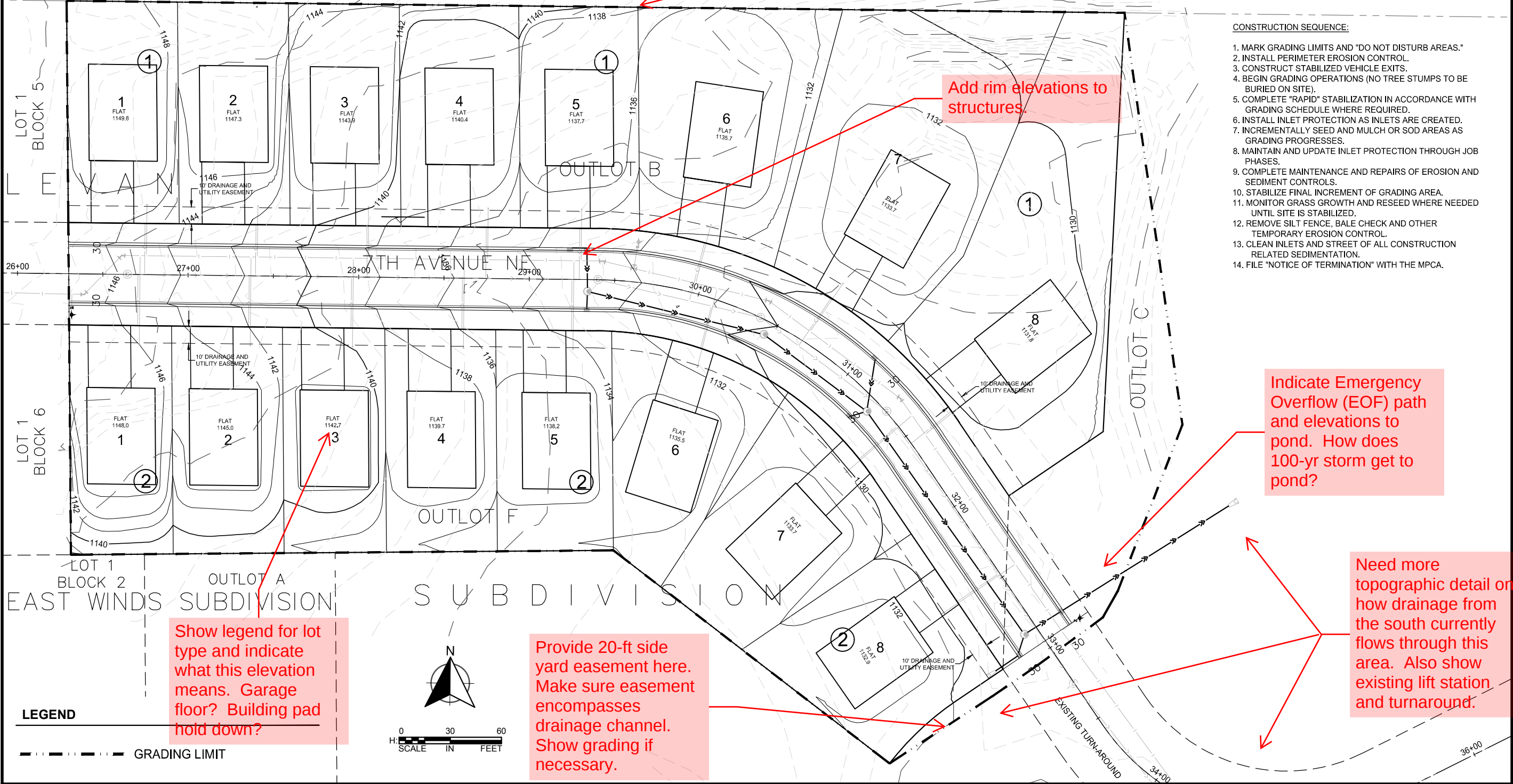
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DANIEL J. ZEMKE
DATE: 10/01/18 LIC. NO.: 25800

CONSTRUCTION SEQUENCE:

- MARK GRADING LIMITS AND "DO NOT DISTURB AREAS."
- INSTALL PERIMETER EROSION CONTROL.
- CONSTRUCT STABILIZED VEHICLE EXITS.
- BEGIN GRADING OPERATIONS (NO TREE STUMPS TO BE BURIED ON SITE).
- COMPLETE "RAPID" STABILIZATION IN ACCORDANCE WITH GRADING SCHEDULE WHERE REQUIRED.
- INSTALL INLET PROTECTION AS INLETS ARE CREATED.
- INCREMENTALLY SEED AND MULCH OR SOD AREAS AS GRADING PROGRESSES.
- MAINTAIN AND UPDATE INLET PROTECTION THROUGH JOB PHASES.
- COMPLETE MAINTENANCE AND REPAIRS OF EROSION AND SEDIMENT CONTROLS.
- STABILIZE FINAL INCREMENT OF GRADING AREA.
- MONITOR GRASS GROWTH AND RESEED WHERE NEEDED UNTIL SITE IS STABILIZED.
- REMOVE SILT FENCE, BALE CHECK AND OTHER TEMPORARY EROSION CONTROL.
- CLEAN INLETS AND STREET OF ALL CONSTRUCTION RELATED SEDIMENTATION.
- FILE "NOTICE OF TERMINATION" WITH THE MPCA.



Add spot elevations to all lot corners.

Add rim elevations to structures.

Indicate Emergency Overflow (EOF) path and elevations to pond. How does 100-yr storm get to pond?

Need more topographic detail on how drainage from the south currently flows through this area. Also show existing lift station and turnaround.

Show legend for lot type and indicate what this elevation means. Garage floor? Building pad hold down?

Provide 20-ft side yard easement here. Make sure easement encompasses drainage channel. Show grading if necessary.

EAST WIND SECOND
PLAINVIEW, MINNESOTA

GRADING PLAN

SHEET
7
OF
10

INLET PROTECTION:

1. ALL CATCH BASINS, AREA INLETS, CULVERT INTAKES, OR OTHER TEMPORARY INLETS LOCATED DOWNSTREAM/ADJACENT OF PROJECT MUST BE PROTECTED AT ALL TIMES FROM SEDIMENT. THE CONTRACTOR MUST PROVIDE INLET PROTECTION PER CITY STANDARDS (SNAKE BAG OR FABRIC & AGGREGATE FILTER, OR SUBMIT OTHERS FOR APPROVAL BY THE CITY).
2. CONTRACTOR IS RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING ALL INLET PROTECTION.

SEDIMENT CONTROL:

1. ALL STOCKPILES TO BE PROTECTED BY BERMS OR SILT FENCE.
2. STABILIZED VEHICLE EXIT MUST BE PROVIDED AT ALL EXIT POINTS.
3. CONTRACTOR IS RESPONSIBLE FOR CLEANING UP ANY SEDIMENT DEPOSITED ON ADJOINING PROPERTIES, IN THE STREETS, OR OTHER ON OR OFF SITE LOCATIONS.
4. CONCRETE WASHOUTS MUST BE INSTALLED TO MEET MPCA REQUIREMENTS (IMPERVIOUS, CAPTURE ALL WASHOUT MATERIAL).
5. ALL DEWATERING ACTIVITIES SHALL BE DISCHARGED INTO SEDIMENT BASINS.

TEMPORARY EROSION AND SEDIMENT CONTROL PROVISIONS	
ITEM	SCHEDULE
SILT FENCE, PERIMETER CONTROLS	PRIOR TO CONSTRUCTION AND IMMEDIATELY AS DICTATED
COVER CROPS	MnDOT SEED MIX 21-111 (SPEC 3876) 100 lbs/ac WITH 2 tons/ac TYPE 1 MULCH DISC ANCHORED IN PLACE UNLESS STRAW OR FIBER MATTING IS SPECIFIED OTHERWISE ON PLANS.
INLET PROTECTION	PER STANDARD DETAILS
EROSION & SEDIMENT CONTROL MAINTENANCE	WEEKLY INSPECTION & AFTER EACH RAIN EVENT-CORRECTIVE WORK AS NECESSARY

ALSO SEE INSPECTION AND MAINTENANCE REQUIREMENTS CONTAINED IN GENERAL PROVISIONS OF NPDES PERMIT & SWPPP.

PERMANENT EROSION AND SEDIMENT CONTROL PROVISIONS	
ITEM	SCHEDULE
PERMANENT TURF ESTABLISHMENT	MnDOT SEED MIX 22-112 @ 40 lbs/ac WITH 300 lbs/ac FERTILIZER (AND HYDRO MULCHED (MnDOT TYPE 6). AND MULCH SHALL BE DISC ANCHORED OVER A MIN. 4" BED OF TOPSOIL OR SOD OVER A MIN. 4" BED OF TOPSOIL.
STREET & STORM SEWER MAINTENANCE	PERFORMED BY OWNER

THE GRADING CONTRACTOR SHALL MAINTAIN ALL WATER QUALITY MANAGEMENT BEST MANAGEMENT PRACTICES (BMP'S) UNTIL CONSTRUCTION IS COMPLETE OR UNTIL DIRECTED BY OWNER.

EROSION CONTROL:

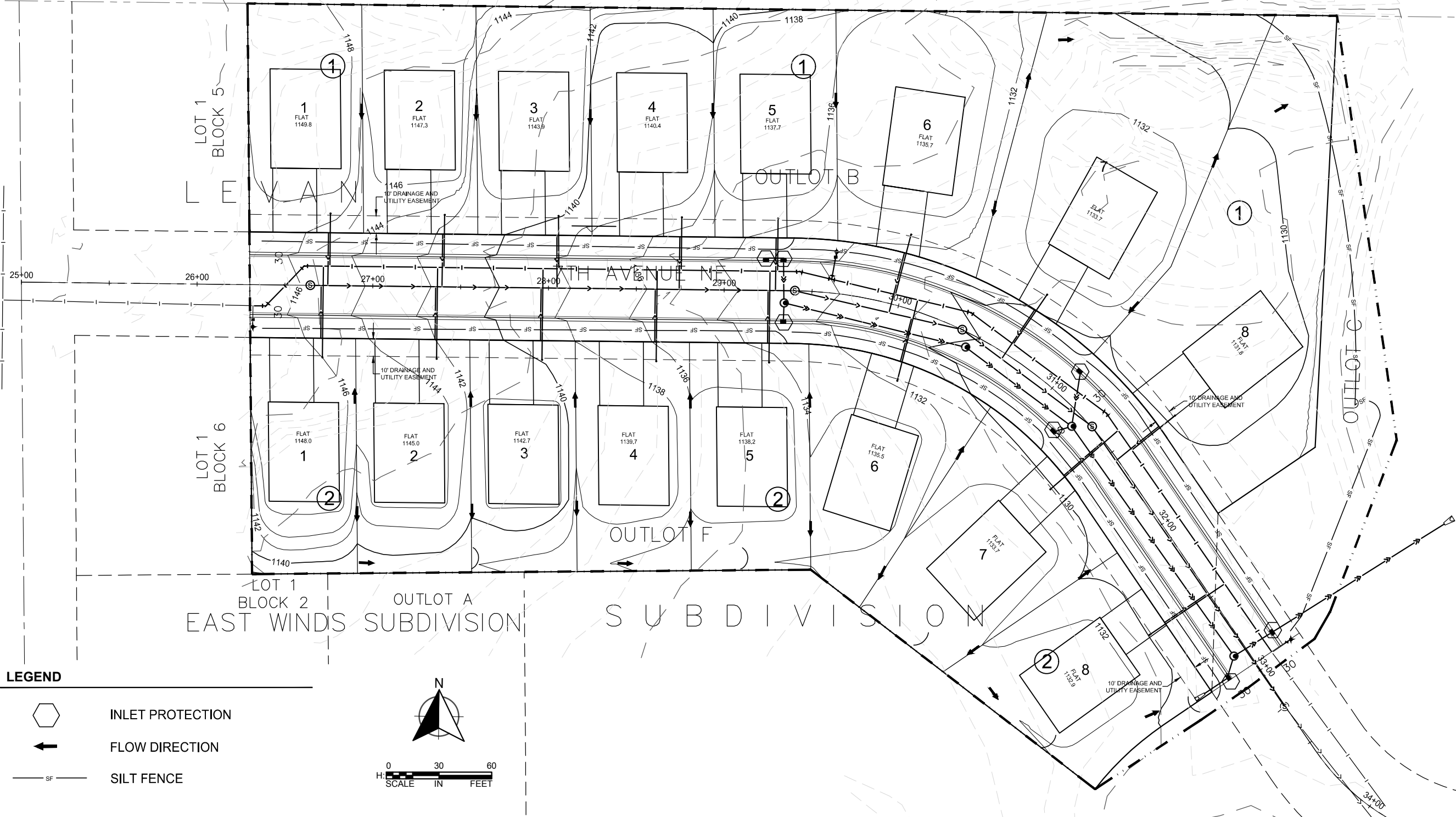
1. CONTRACTOR TO REFER TO PLANS FOR LOCATION OF EROSION CONTROL PRACTICES.
2. MAINTENANCE AND MONITORING OF EROSION CONTROL PRACTICES ARE THE CONTRACTOR'S RESPONSIBILITY. RECORD KEEPING OF BOTH INSPECTIONS AND MAINTENANCE IS REQUIRED BY THE PERMIT AND SWPPP.
3. TEMPORARY EROSION CONTROL SHOWN MAY NEED TO BE SUPPLEMENTED WITH ADDITIONAL PRACTICES IN THE FIELD.
4. ALL STOCKPILES ARE TO BE PROTECTED BY EARTH BERMS OR SILT FENCE.
5. FINAL STABILIZATION OF ALL DISTURBED AREAS SHALL INCLUDE PLACEMENT OF TOPSOIL, SODDING OR SEEDING, EROSION MAT AND/OR MULCHING IN ACCORDANCE WITH THE STABILIZATION SCHEDULES.

NOTE:

ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION BUT IN NO CASE LATER THAN SEVEN DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

TEMPORARY STOCKPILES INCLUDE ADDITIONAL SEDIMENT CONTROL AND TEMPORARY COVER AFTER 7 DAYS.

Need a complete SWPPP in compliance with MPCA CSW Permit requirements.



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DAMEL J. ZEMKE
DATE: 10/01/18 LIC. NO.: 25800

EAST WIND SECOND
PLAINVIEW, MINNESOTA

EROSION CONTROL

SHEET
8
OF
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DANIEL J. ZEMKE	
DATE: 10/01/18	LIC. NO: 25800

EAST WIND SECOND
PLAINVIEW, MINNESOTA

STORM POLLUTION
PREVENTION PLAN

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012572-000

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DANIEL J. ZEMKE			

EAST WIND SECOND
PLAINVIEW, MINNESOTA

STORM POLLUTION
PREVENTION PLAN

SHEET
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OF
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PUBLIC HEARING NOTICE

CITY OF PLAINVIEW
WABASHA COUNTY,
MINNESOTA

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN, the Planning Commission of the City of Plainview will hold a Public Hearing to consider the item listed below on Thursday, November 1, in the Council Chambers of the City Hall, 241 W Broadway, Plainview, MN, beginning at 7:00 p.m. or as soon thereafter as possible. The Public Hearing pertains to an application for a concurrent Preliminary and Final Plat for a 16 lot subdivision, called East Winds II, in northeast Plainview.

Persons wishing to speak on this issue are invited to attend and be heard at this scheduled public hearing. Formal written comments will also be accepted prior to the meeting dates. Please forward all written comments and/or inquiries to the City Administrator or call 507-534-2229.

Dated this 12th day of October, 2018.

/s/ MariClair Schneider, City Clerk
City of Plainview

(reserved for recording information)

DEVELOPMENT AGREEMENT

(Developer Installed Improvements)

EAST WINDS II SUBDIVISION

AGREEMENT dated _____, 2018, by and between the City Of Plainview, a Minnesota municipal corporation (the “City”); and PK Meyer Builders, Inc., a corporation under the laws of the State of Minnesota, (the “Developer”).

RECITALS

WHEREAS, the Developer is the fee title owner of a parcel of real property located in the City of Plainview, Wabasha County, Minnesota, that is legally described as in Exhibit A which is attached hereto and incorporated herein by reference, (the “Development Property”); and

WHEREAS, the Developer has requested and received approval by the City of a Final Plat for East Winds II Subdivision (referred to herein as the “plat”); and

WHEREAS, the Developer proposes to construct the public improvements on the Development Property, including Portland Cement Concrete curb and gutter, bituminous pavement, sanitary sewer, storm sewer, water main extension, sidewalks, and all other improvements as required by the City (the “Project”), which would support a subdivision that will accommodate approximately 16 single family homes; and

WHEREAS, the Developer and the City desire to enter into this Agreement in satisfaction of applicable City requirements and to set out the undertakings and obligations of each party from this point forward with respect to the Project and with respect to the City Approval Process, all as required by the City's Code of Ordinances (the "Code").

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each does hereby covenant and agree with the other as follows:

1. REQUEST FOR PLAT APPROVAL. The Developer entity has sought and received Final Plat approval for East Winds II Subdivision (referred to in this Agreement as the "plat"). The platted land, referred to herein as the Development Property, is situated in the City of Plainview, County of Wabasha, State of Minnesota.

2. CONDITIONS OF PLAT APPROVAL. The City has approved the plat on the condition that the Developer enter into this Agreement, furnishes the security required by it, records the plat with the County Recorder within 120 days after the City Council approves the Final Plat, and submits evidence of recording of the plat to the City within 14 days after the date of recording.

3. RIGHT TO PROCEED. Unless separate written approval has been given by the City, within the Development Property or plat, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings within the Development Property or plat until all of the following conditions have been satisfied: a) this Agreement has been fully executed by both parties and recorded with the Wabasha County Recorder; b) the necessary security has been received by the City; c) the plat has been recorded with the Wabasha County Recorder's Office; d) the construction plans and such other plans as required by the City have been approved and signed by the City Engineer; e) a certificate of public liability and property damage insurance as described in this Agreement has been filed with the City; and f) the City Engineer has issued a letter that all conditions have been satisfied and that the Developer may proceed.

4. CHANGES IN OFFICIAL CONTROLS. For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent

permitted by state law, the City may require that any future development of the Development Property comply with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.

5. **WARRANTY OF DEVELOPER.** The Developer hereby warrants and represents to the City that Developer's interest in the Development Property and the Project is that of Fee Owner and that there are no liens or encumbrances against the real property.

6. **IMPROVEMENTS.** The Developer shall construct and install, at its sole cost and expense and subject to the terms and conditions contained herein, the following public or private improvements (the "improvements") in compliance with City approved plans and specifications prepared in accordance with all policies, rules, regulations, standards, specifications and ordinances of the City and as shown on the final construction plans and summarized below:

- A. Streets
- B. Curb & Gutter
- C. Sanitary Sewer
- D. Storm Sewer
- E. Watermain
- F. Grading, Drainage and Erosion Control
- G. Sidewalks (both sides of street)
- H. Light Poles
- I. Public Use Space Required by the Zoning Ordinance

The improvements shall be constructed and installed in accordance with the latest versions in place at the time of this Agreement of the City subdivision ordinance, City Code, City standard specifications for utilities and street construction, and the City's engineering guidelines and standard detail plates. The Developer shall submit plans and specifications that have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall reimburse the City for the reasonable costs of field inspection and soil testing that is conducted by the City or the City's designee to assure an acceptable level of quality control for the construction of all public improvements. In addition, the Developer's engineer will be required to certify that the construction work meets

the approved City standards and specifications as a condition of City acceptance and provide record drawings for all improvements. The Developer, its contractors and subcontractors, shall follow all instructions received from the City Engineer to the extent applicable to comply with the approved plans and specifications, or applicable City Code or statutes for which the City Engineer has jurisdiction. The Developer's engineer shall provide for all on-site project management, unless otherwise required by the City Engineer. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor(s). The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall with all parties concerned, including City staff, to review the program for the construction work.

All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the approved plans and specifications. No deviations from the approved plans and specifications will be permitted unless approved in writing by the City Engineer, which approval shall not be unreasonably withheld. The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by this Agreement. The contractor(s) shall have experience in the installation of municipal water and sanitary sewer mains; shall demonstrate the successful completion of at least three such installations and municipal acceptance thereof; and shall be able to obtain the requisite performance bond for the purchase and installation of the minimum improvements required hereby. The Developer shall not do any work or furnish any materials not covered by the plans and specifications and special conditions of this Agreement, for which reimbursement is expected from the City, unless such work is first expressly ordered in writing by the City Engineer as provided in the plans and specifications.

The Developer shall replace or repair any damage or destruction to any property or improvements located on County or City land or in County or City streets, boulevards and rights-of-way caused by Developer, or its contractors and subcontractors, during the construction of the required improvements and the Project. Any contaminated soils encountered during the construction of the improvements and development on the Development Property shall be addressed as set forth in a Response Action Plan to be approved by the Minnesota Pollution Control Agency (MPCA) or other applicable agency having jurisdiction.

Developer shall be solely responsible for all costs of constructing the required improvements. The costs of constructing the improvements shall include the actual construction costs, the actual engineering, administration and any legal costs related thereto, and all other costs relating to the construction of the improvements. The engineering, administration and legal costs shall include the actual outside construction engineering assistance costs and the legal costs. If this Agreement is terminated for any reason, the City shall have no obligation to construct the improvements.

7. **DEVELOPMENT PLANS.** The plat shall be developed in accordance with the following plans where applicable. The plans shall not be attached to this Agreement. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

Plan A - Plat

Plan B - Final Grading, Drainage and Erosion Control Plan

Plan C - Final Construction Plans and Specifications for Public Improvements

Plan D - Stormwater Pollution Prevention Plan

Plan E - Wetland mitigation plan (if applicable)

Plan F - Utility Plan

The foregoing plans and specifications shall be prepared by a competent registered professional engineer engaged by the Developer and shall be subject to the City Engineer's and City Planner's review and approval. The required improvements shall be installed in accordance with the City approved plans and specifications for such improvements and the policies, rules, regulations, standards, specifications and ordinances of the City. No work shall commence on the Project or the required improvements until the Developer obtains all applicable permits for the Project and the improvements and pays all costs and fees required in connection with the procurement of said permits.

8. **PERMITS.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary and required permits for the project from the MPCA, Minnesota Department of Health (MDOH), and all other agencies and governmental authorities with jurisdiction over the Project and the improvements before proceeding with construction of the Project and the improvements. Copies of these permits shall be provided to the City Engineer, and may include but are not limited to the following:

- Minnesota Department of Health for Watermains
- NPDES Permit for Stormwater Management
- MPCA for Sanitary Sewer Extensions/Connections and Hazardous Material Removal and Disposal
- Wetlands permits as applicable
- DNR for Dewatering
- City of Plainview Permits

The Developer or its engineer shall schedule a pre-construction meeting for the required improvements with all the parties concerned, including City staff, to review the program for the construction work.

9. TIME OF PERFORMANCE. The Developer shall install all required public improvements by _____, 2019. Any deficiencies in the base asphalt, curb or other improvements in the judgment of the City Engineer must be repaired by the Developer at its sole cost and expense prior to final paving. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

10. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed necessary or appropriate by the City in conjunction with plat development, in the City's judgment and discretion. This license shall expire upon the acceptance by the City of the Project improvements. The City shall thereafter have the right to enter the Property to perform inspections as authorized by City Code.

11. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via _____. No construction traffic is permitted on the adjacent local streets other than identified herein or unless otherwise approved in writing by the City Engineer.

12. GRADING PLAN. The plat shall be graded in accordance with the approved grading, development and erosion control plan. The plan shall conform to City of Plainview requirements and specifications. Within thirty (30) days after completion of the grading, the Developer shall provide the City with a certificate of survey/"record" grading plan certified by a registered land surveyor or engineer that all ponds, swales, and ditches have been constructed

on public easements or land owned by the City. The certificate of survey/"record" plan shall include field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; c) lot corner elevations and building/house pads, and d) all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications.

Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey (as constructed survey) of the Development Property after site grading is complete. Final lot grades shall be shown on the as constructed survey. Final grading shall substantially comply with the approved grading plan.

13. EROSION AND SEDIMENT CONTROL AND DRAINAGE POND. Prior to initiating site grading, the erosion and sediment control plan shall be implemented by the Developer and inspected and approved by the City Engineer. The Erosion Control Plan and Storm Water Pollution Prevention Plan (SWPPP) shall be implemented by the Developer and inspected and approved by the City Engineer. Erosion and sediment control practices must comply with the MPCA's Best Management Practices and applicable MPCA NPDES permit requirements for construction activities and the Developer's SWPPP. The City may impose additional erosion and sediment control requirements if they would be beneficial in the City's judgment. All areas disturbed by the excavation and backfilling operations shall be reseeded; 1) within 48 hours after the completion of the work or 2) within fourteen (14) days of the start of inactivity, unless otherwise authorized and approved in writing by the City Engineer. Except as otherwise provided in the erosion and sediment control plan, seed shall be in accordance with the City's current seeding specification, which may include certified oat seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored, and watered as necessary for seed retention. Any area with greater than 3:1 slope shall require straw erosion control blanket. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City Engineer, the City may take such action as it deems necessary or appropriate to control erosion and charge the Developer for the costs, which shall be paid within 30 days of invoicing by the City. The

City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not timely reimburse the City for any cost the City incurred for such work, the City may draw down the letter of credit to pay any such costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

14. STREET MAINTENANCE DURING CONSTRUCTION. The Developer shall be responsible for all street maintenance until the streets are accepted by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on the same and directing attention to detours. If and when streets become impassable, such streets shall be barricaded and closed and appropriately signed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to allow ingress and egress to such residences. The Developer shall be responsible for keeping streets within and without the subdivision swept clean of dirt and debris that may spill or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning within and immediately adjacent to the development. The streets shall include 7th Ave. NE and 5th St. NE as determined by the City Engineer. A copy of this street cleaning contract shall be approved by the City Engineer before grading is started, and shall remain in full force and effect until all construction within the Project is completed. When directed to do so by the City Engineer, the Developer shall have all streets cleaned of accumulated debris, dirt, and mud.

At no time shall the Developer or their contractors or subcontractors impede access to the city property and lift station located adjacent to the Project. The street on 7th Avenue NE must not be disturbed in a manner that prohibits vehicular access to the City lift station located at 710 7th Avenue NE.

15. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Agreement and acceptance of improvements by the City, the improvements lying within public easements and

public rights-of-way contained in the plat shall become City property without further notice or action upon completion and City acceptance thereof. Prior to acceptance of the improvements by the City, the Developer must furnish the following affidavits:

- Contractor's Certificate
- Engineer's Certificate
- Land Surveyor's Certificate
- Developer's Certificate

certifying that all construction has been completed in accordance with the terms of this Agreement. All necessary forms will be furnished by the City or as otherwise agreed by the City Engineer. Upon receipt of affidavits, the City Engineer will accept the completed public improvements. Within thirty (30) days after the completion of the improvements, the Developer shall supply the City with a complete set of reproducible "record" plans, an electronic file of the "record" plans in an AutoCAD format (DWG) file or a .DXF file, and two complete sets of hard copy "record" plans, all prepared in accordance with City standards. Upon receipt of these documents, and the warranty documents specified in this Agreement, the City Engineer will certify acceptance of the completed public improvements.

16. SANITARY SEWER, STORM SEWER, WATERMAIN AND SIDEWALKS. The Developer shall install or contract for the installation of all public improvements in the Project related to sanitary sewer, storm sewer, watermains and sidewalks, as required by the City in accordance with those plans approved by the City Engineer.

17. TRAFFIC CONTROL AND STREET NAME SIGNS. Any street name signs, stop signs, or other directional and safety signs required by the City shall be purchased and installed by the City.

18. WETLAND MITIGATION. No wetland mitigation is planned for the Project. The Developer is responsible for any undisclosed mitigation on the land and will be required to submit any necessary security should subsequent wetlands be identified.

19. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

A. Grading, curb and gutter, and one lift of asphalt shall be installed on all public streets prior to issuance of any building permits. However, in order to promote housing development, the City may issue building permits for new housing construction on up to 10% (fractions rounded up) of the available lots for that particular phase of the development.

These “early” building permits are to promote housing construction and to facilitate housing construction in the event there are unforeseen delays in completing all of the public infrastructure. In this event, the developer must name the City as an additional insured (see Section 7) and meet the following restrictions:

- a. All construction sites for “early” building permits must be within 900 feet from a fully functional and operational fire hydrant, in order to insure proper fire safety,
- b. All construction sites must be easily accessible (roads with at least a firm gravel base and a first asphalt lift) by city fire, police and ambulance vehicles, and
- c. The developer agrees to hold the city harmless and indemnify the City in the event there is a fire or other disaster that destroys or damages property leading to a claim against the City alleging that the incomplete public improvements may have caused the damage, in whole or in part.

In addition, no Certificates of Occupancy shall be issued for any buildings until the sewer and water has been installed and tested to the satisfaction of the City Engineer, which shall not constitute final acceptance of the sewer and water utilities.

B. Breach of the terms of this Agreement by the Developer, including nonpayment of billings from the City within 30 days of the date of an invoice from the City to the Developer, shall be grounds for denial of building permits, including lots sold to third parties, and the halting of all work in the plat.

C. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, their contractors, subcontractors, materialmen, employees, agents, or third parties. No certificates of occupancy and no sewer and water connection permits may be issued and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.

20. UNDERGROUND UTILITIES – PRIVATE. This section covers those smaller private utilities such as gas, electric, phone, cable, etc.

A. The Developer is responsible for the cost of installing all private utilities.

B. The Developer shall contact the utility companies to coordinate the installation of the utilities with the approval of the City Engineer. Private utilities shall not be installed until the curb and gutter are completed and backfilled. All utilities shall be installed underground and subject to approval of the City Engineer.

C. The City Engineer must approve of the final location for all private utilities. Joint trenching of the utilities is strongly encouraged. All utilities must be located in public right of way or within drainage and utility easements.

D. If any conditions set forth in this development agreement conflict with the City's utility franchise agreements, the franchise agreements shall in all cases prevail.

21. RESPONSIBILITY FOR COSTS.

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it and the City in conjunction with this Agreement, the approval of the Plat, the grading and development of the Development Property, and the construction of the improvements required by this Agreement, including but not limited to, all costs of persons and entities doing work or furnishing skills, tools, machinery, equipment and materials; insurance premiums; legal, planning and engineering fees; the preparation and recording of this Agreement and all easements and other documents relating to the Plat and the Development Property; all Response Action Plans, traffic studies, environmental assessments and/or engineering and other studies and reports; all permits and approvals; and all City's costs incurred pertaining to the inspection and monitoring of the work performed in connection with approval and acceptance of the plat and the construction of the improvements and the other work done and improvements constructed on the Development Property.

B. The City shall not be obligated to pay Developer or any of its agents or contractors for any costs incurred in connection with the construction of the improvements or the development of the Development Property. The Developer agrees to defend, indemnify, and hold the City and its mayor, council members, employees, agents and contractors harmless from any and all claims of whatever kind or nature and for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including reasonable attorneys' fees, which

may arise as a result of Plat approval, this Agreement, the construction of the improvements (except for the negligence or intentional misconduct of the City with respect to the construction of the improvements), the development of the Development Property or the acts or omissions of the Developer, and its employees, agents, contractors or subcontractors, in relationship thereto.

C. The Developer hereby covenants and agrees that Developer will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in any property that is the subject of the Project or this Agreement during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, the Developer shall take all steps necessary to see that it is removed within thirty (30) business days of its being filed; provided, however, that the Developer may contest any such lien provided the Developer first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.

D. The Developer hereby covenants and agrees to pay for all reasonable costs incurred by the City's engineer for work done to observe the progress of the project. The city's engineer shall perform construction observation during the construction of the Improvements, and accordingly Developer will allow the city's engineer complete access to the site of the Improvements at any and all reasonable times. Developer agrees to reimburse the City for work done by the city's engineer including fees and costs associated with observation, review, and administration of the Improvements, up to a maximum of \$ 11,500. Such maximum is conditioned, however, on Developer completing the Improvements in a timely manner, and any material delay in the construction of the Improvements may result in increased charges from the city's engineer, for which Developer will be solely responsible. Developer agrees to take all steps, at Developer's sole expense, which the city's engineer reasonably deems necessary to complete the Project in conformance with this agreement. The city engineer will notify the City when Developer has completed the improvements in conformance with the Project, and Developer understands and agrees that the City will not be obligated to accept the improvements until the City has received such notice from the city engineer.

E. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.

F. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

G. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within 30 days of the date of the City's invoice to Developer. If Developer fails to pay a required bill, then after providing the Developer with at least fifteen (15) days prior written notice, the City may draw on the Security.

H. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), City water availability charge ("WAC"), City storm water connection charges, building permit fees, plat review fees, and such other applicable fees as required by City Code, which shall be paid by Developer.

22. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

A. Implementation of any other recommendations listed by the City Council or City Engineer as follows:

a. _____

b. Developer shall have all required MPCA stormwater permits approved prior to recording the plat.

c. Pursuant to City Code 622.9, Developer shall pay a Park Dedication Fee in the amount of \$_____. The calculation to determine said fee shall be attached as Exhibit C. Said funds shall be restricted to the use of acquiring or developing public parkland.

d. Developer shall enter into agreement for reconstruction of stormwater ponds serving the area wherein City reimburses Developer for the cost of pond reconstruction up to an amount of \$72,000. In lieu of an agreement for pond reconstruction, Developer shall pay

the City a stormwater pond fee of \$1000 per acre, or \$3940, which shall be restricted to the use of reconstructing the NE Stormwater Ponds to meet current standards.

B. The Developer must obtain a sign permit from the City prior to installation of any subdivision identification signs.

23. MISCELLANEOUS.

A. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

B. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans or by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

C. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions, as approved by the City Attorney, shall be filed with the Final Plat.

D. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,500,000 for each occurrence; limits for property damage shall be not less than \$300,000 for each occurrence; or a combination single limit policy of \$1,500,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City authorizing the commencement of work on the public and private improvements specified in

this Agreement. The certificate shall provide that the City must be given ten (10) days advance written notice of the cancellation of the insurance.

E. Third parties shall have no recourse against the City or Developer under this Agreement.

F. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

H. Until the expiration of this Agreement, this Agreement shall run with the land and shall be binding upon Developer and its successors and assigns. This Agreement will be recorded against the title to the Development Property. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the Development Property being final platted and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Development Property; that there are no unrecorded interests in the Development Property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

I. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and 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.

J. The Developer agrees to comply with all local, state and federal laws, ordinances and regulations applicable to the development of the Development Property.

K. The City's approval of the plat does not include approval of building permits for any structures to be constructed within the Development Property. The Developer must submit and the City approve building plans prior to the issuance of building permits for structures within the Development Property.

24. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder or the failure to comply with all terms and conditions of this Agreement, the City may, at its option, take one or more of the following actions:

A. Perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part;

B. Obtain an order from a court of competent jurisdiction requiring Developer to perform its obligations pursuant to the terms and provisions of this Agreement;

C. Obtain an order from a court of competent jurisdiction enjoining the continuation of an event of default;

D. Halt all development work and construction of improvements until such time as the event of default is cured;

E. Withhold the issuance of a building permit or other permits or certificates and/or prohibit the occupancy of any structure(s) for which permits or certificates have been issued until the event of default has been cured;

F. Draw upon and utilize the Security provided herein to cover the City's costs to correct the default, the costs to complete any unfinished improvements and/or the costs to enforce this Agreement; or

G. Exercise any other rights or remedies which may be available to the City at law or in equity.

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an event of default by Developer, the Developer shall pay to the City all fees and expenses, including reasonable

attorney's fees, incurred by the City as a result of the event of default, whether or not a lawsuit or other action is formally taken.

25. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship. The warranty period for streets and utilities is two years and shall commence following completion and acceptance of all improvements by the City Engineer. The Developer shall post a security in the form of a letter of credit in the amounts listed below as warranty for the improvements prior to the City authorizing the commencement of work on the public and private improvements specified in this Agreement. The retainage from the project securities identified hereon may also be used to pay for warranty work. The City's standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.

26. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Agreement, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish and deliver to the City, at the time of final plat approval, a letter of credit dated within the last 30 days, on a form and with a bank acceptable to the City Administrator, for 125% of the estimated cost of construction of the improvements as shown on Exhibit B, which is attached hereto and incorporated herein by reference.

The estimated cost in Exhibit B is for historical reference; it is not a restriction on the use of the security. The security shall be for a term ending December 31, 2019, or certification of completion of the Project improvements by the City Engineer, whichever occurs first. The letter of credit may be in the form of annually renewable letters of credit. Individual security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the security, with at least fifteen (15) days prior written notice, for any violation of the terms of this Agreement or if the security is allowed to lapse prior to the end of the required term. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City Engineer that work has been completed and financial obligations to the City have been satisfied, with City Engineer approval, the security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied.

Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, iron monuments for lot corners have been installed, all financial obligations to the City satisfied, the required "record" plans have been received by the City, a warranty security/bond is provided for the two-year warranty period, and the public improvements are accepted by the City Engineer. The City standard specifications for utilities and street construction outline procedures for security reductions, and reductions in the Letter of Credit shall be considered only after underground utilities are tested and found to be satisfactory and again after the base bituminous layer has been placed.

27. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 57894 County Road 86, Plainview, MN 55964. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: 241 West Broadway, Plainview, MN 55964.

28. CONSTRUCTION MANAGEMENT. During construction of the improvements and the Project, the Developer and its contractors and subcontractors shall minimize impacts from construction on the surrounding neighborhood as follows:

A. **Definition of Construction Area.** The limits of the Project Area shall be as shown in the City approved Grading, Drainage and Erosion Control Plan and shall be demarcated with construction fencing approved by the City Engineer. Any grading, construction or other work outside this area requires approval by the City Engineer and the affected property owner(s).

B. **Parking and Storage of Materials.** Adequate on-site parking for construction vehicles and workers must be provided or provisions must be made to have workers park off site and be shuttled to the Project Area. No fill, excavating material or construction materials shall be stored in the public right-of-way.

C. **Hours of Construction.** Hours of construction, including moving of equipment shall be limited to the hours between 7 a.m. and 9 p.m. on weekdays and 9 a.m. and 9 p.m. on weekends.

D. Site Maintenance. Developer shall ensure that its contractor(s) maintain(s) a clean work site. Measures shall be taken to prevent debris, refuse or other materials from leaving the site. Construction debris and other refuse generated from the Project shall be removed from the site in a timely fashion and/or upon the request by the City. After Developer has received at least forty-eight (48) hour verbal notice, the City may complete or contract to complete the site maintenance work at Developer's expense.

E. Project Identification Signage. Project identification signs shall comply with City Code.

29. EXPIRATION OF AGREEMENT. This Agreement shall remain in effect until such time as the Developer shall have fully performed all of its duties and obligations under this Agreement. Upon the written request of the Developer and upon the adoption of a resolution by the City Council finding that the Developer has fully complied with all the terms of this Agreement and finding that the Developer has completed performance of all Developer's duties mandated by this Agreement, the City shall issue to the Developer on behalf of the City an appropriate Certificate of Compliance. Upon issuance of the Certificate of Compliance by the City, this Agreement shall terminate.

30. TERMINATION; CONDITIONS PRECEDENT.

A. If Developer fails to: a) record this Agreement and the Plat in the office of the Wabasha County Recorder as provided herein, within 120 days after approval of the final Plat by the City Council, this Agreement shall terminate and the approval of the Plat shall be null and void, subject to the following:

(a) All costs, fees and other amounts previously paid to the City in connection with the Plat, the Project improvements, this Agreement and the Project shall belong to and be retained by the City;

(b) The obligations of the Developer for costs incurred shall survive such termination and continue with respect to unpaid costs, fees and expenses incurred prior to such termination;

(c) The indemnifications of Developer shall survive and continue after such termination;

(d) The parties shall be released from all other obligations and liabilities under this Agreement not specified above.

B. In the event of the termination of this Agreement, the parties agree, if requested by the other party, to execute and deliver to the other party a written termination acknowledgment in a form reasonably satisfactory to both parties.

DRAFT

CITY OF PLAINVIEW

By: _____
Roger Ziebell, Mayor

By: _____
Clarissa Hadler, City Administrator

DEVELOPER: PK Meyer Builders, Inc.

By: _____
Peter Meyer, Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF WABASHA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Roger Ziebell and Clarissa Hadler, the Mayor and City Clerk of the City of Plainview, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF WABASHA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Peter Meyer, the President of PK Meyer Builders, Inc., a Minnesota corporation, on behalf of the corporation and pursuant to the authority granted by its Board of Directors.

Notary Public

**EXHIBIT A
TO
DEVELOPMENT AGREEMENT**

**Legal Description of Development Property Being Final Platted as
East Winds II Subdivision**

(insert legal description.)

DRAFT

**EXHIBIT B
TO
DEVELOPMENT AGREEMENT**

Estimated Cost of Improvements: \$247,000

DRAFT

**EXHIBIT C
TO
DEVELOPMENT AGREEMENT**

Park Dedication Fee Calculation

Total Acres (not including streets)	3.94
Percentage Park Dedication Required	8%
Area to be Dedicated	.32 Acres
Undeveloped Land Value (/acre)	\$ 20,000
Cost of Grading & Seeding (/acre)	\$ 3,000
Total / Acre	\$ 23,000
Total for Park Dedication Due	\$ 7,360

IRREVOCABLE LETTER OF CREDIT

No. _____

Date: _____

TO: City of Plainview
241 West Broadway
Plainview MN 55964

Dear Sir or Madam:

We hereby issue, for the account of Rivers Development and Construction, Inc., and in your favor, our Irrevocable Letter of Credit in the amount of \$_____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of _____"
_____" (Name of Bank).
- b) Be signed by the Mayor or City Administrator of the City of Plainview.
- c) Be presented for payment at _____, (Address of Bank) on or before 4:00 p.m. on _____, _____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Plainview City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Plainview City Administrator, 241 West Broadway, Plainview MN 55964, and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____

Its _____

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED is a Registered Land Surveyor. The plat of _____ Addition was graded in accordance with the grading plan approved by the City for the plat prepared by _____ dated _____. The undersigned certifies that the "record" grading plan dated _____ is accurate and was prepared by the undersigned or under the undersigned's direction. The record grading plan includes field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; and c) lot corner elevations and house pads. All lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications.

Dated: _____.

REGISTERED LAND SURVEYOR

Registration No. _____