



City of Glyndon Special Meeting
Future Housing Development
March 17, 2015, 8:30 a.m.
Glyndon City Hall – Council Chambers

Council Members Present – Mayor Johnson and David Owings
City Financial Advisor David Drown
City Attorney – Ken Norman, City Engineer - Chris Thorson, Wendy Affield-Deputy City Clerk,
Scott Lofgren – Maintenance Supervisor,
David Wirth, Jim Sullivan and Austin Sullivan.

Centennial Division – Sullivan Construction

Mr. Drown stated he had reviewed Mr. Norman’s correspondence of Monday, March 16, where points of concern were presented. Mr. Down invited Mr. Norman to elaborate on those points for benefit of the rest of those attending the meeting are as follows:

- Form of Security for public improvement may consist of one or more of the following;
Performance Bond, letter of Credit and/or Personal Guarantee.
- Any improvements must comply with Glyndon Sub Division plans and following specifications set by the City Engineer.
- Discussion of the City has the right to inspect.
- As Built Plans are requested.
- Accessibility
- Restrictive Covenants which are already in place in the Centennial Division. The title the City holds on Centennial is subject to the existing covenants.
- In terms of development, the Developer will assume all responsibility.
- Parkland Dedication
- The City is not responsible for installation of electrical service, telephone or cable lines.

Mr. Norman reminded all at the meeting that this is a “rough draft” developer’s agreement and only a starting point. If more issues arise they may be dealt with at that point.

Mr. Sullivan stated that he felt all points in the draft appear to be the normal and he will take the draft for further review.

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Mr. Drown stated that his observation is that the Developers Agreement does not appear to address the Developers cost of City Engineering Inspection. Mr. Norman stated that it was his understanding that Mr. Sullivan was going to issue the City a \$12,000.00 deposit which Mr. Sullivan declined to do. This issue is not addressed due to lack of instruction to Mr. Norman. Mr. Thorson stated he would be able to develop a timeline and estimate of engineering fees for the project once he is aware of what the phasing plans are. Mr. Sullivan stated that he was under the impression that the \$12,000.00 deposit was associated with his initial TIF request so that is why he declined to mail a check for that amount.

Topics of discussion and steps to follow:

- a. Mr. Sullivan will review the Developers Agreement and if he has issues or questions he will call Mr. Norman.
- b. The City Council will also review the rough draft agreement and discuss at a regular Council Meeting.
- c. The Developers Agreement will be finalized and signed.

Mr. Sullivan stated that he thought the City would pay for engineering fees through TIF money and Mr. Drown stated that could have been a possibility but TIF is now not an option. Mr. Sullivan does not want to incur City Engineering fees related to the project. There was a further discussion of TIF and Special Assessments in the Centennial Division. Mr. Sullivan gave his overview of the previous granted TIF and his view of Special Assessments that was granted to the previous developer. Mr. Drown gave 3 possible solutions for a course that could be taken.

1. Developer realizes that Engineering fees are part of the cost of doing business.
2. The City does not provide TIF and use the new property tax revenues to pay for engineering costs.
3. Receive a quote from Ultieg Engineering and should that cost go over the City would acquire additional costs.

There was a discussion and overview of lots to be developed during the proposed 1st phase of approximately 20 lots. It was stressed by Mr. Norman that the existing Covenants apply to all undeveloped lots and may only be altered by a "Private Approval Process". Mr. Norman also stated that the payment of engineering fees will remain open for discussion. Mr. Sullivan stated that the platted lots will not be changed from the original plan with the exception that there may be lots that will be used for storm water retention. Mr. Thorson stated that there may need to be some rezoning required to accomplish that goal which would require a public hearing. Further discussion revealed that additional back lots have been sold and one lot broke covenant by constructing only a garage. Jim Sullivan and Austin Sullivan will meet with Mr. Thorson and Scott Lofgren to discuss further development and engineering plans following this meeting.

Monsanto Annexation

Mr. Norman stated that he has furnished Monsanto with a preliminary Resolution Agreement between the Township and the City. Monsanto has stated to him that they do not wish to annex unless they are

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able to secure a TIF District. A discussion of which entity will be responsible for the future Township and County road's maintenance. Ken Norman also stated that the City should have a developer's agreement with Monsanto and that the attorney for Monsanto agrees with him. Monsanto is currently in the process of completing their survey. Norman has also spoke with the attorney, Heather Bolwens, representing Monsanto that it is the City's understanding that Monsanto will be responsible for Engineering costs incurred by the City and she stated that it was her understanding also but will research this issue further.

Seter's East Second Division

Mr. Iverson informed Mr. Owings that he would be unable to attend this meeting.

Topics of discussion and steps to follow:

1. Engineers and Developers need to research to determine if there is a feasible solution for the costs related to storm water. If there is not a satisfactory solution it would be in the City's best interest to retire planning currently for this development.
2. Research the Costs and the Phasing and let the Developers decide if they wish to provide a reputable banks Letter of Credit for costs of the project.
3. Secure a Developers Agreement
4. Developers will provide security for the assessments that they are asking for.

Mr. Thorson stated that the proposed storm drainage system that Mr. Iverson presented at the last meeting is not an option based on meetings he has conducted with other engineer's he works with in the Ulteig firm.

There was a brief discussion of the City's ponds capacity.

The meeting was concluded at 9:42 a.m.



Respectfully Submitted by Denise Anderson City Clerk/Treasurer after reviewing taped Meeting Minutes