

WRIGHT COUNTY PLANNING COMMISSION

Meeting of: February 13, 2014

MINUTES – (Informational)

The Wright County Planning Commission met February 13, 2014 in the County Commissioners Board Room at the Wright County Government Center, Buffalo, Minnesota. Sean Riley, acting as Chairman pro-tem, called the meeting to order at 8:00 p.m. Planning Commission members present were: Dan Mol, Charlie Borrell, Jan Thompson, David Pederson, Ken Felger and Dave Thompson. Absent was Jerry Pettit. Planning & Zoning Administrator, Sean Riley, represented the Staff. Greg Kryzer, Assistant County Attorney, was legal counsel present.

ORGANIZATIONAL ITEMS:

Riley noted because the January meeting was cancelled, this is the first meeting of the year. First order of business was to elect Chair. Nominations were opened.

A nomination for David Pederson was made by Borrell. Thompson seconded the nomination. Hearing no further nominations, a unanimous ballot was cast and Pederson assumed the Chair.

Pederson opened nominations for a Vice-Chair. A nomination by Borrell to elect Mol as Vice-Chair was seconded by Felger. Hearing no further nominations, a unanimous ballot was cast to elect Dan Mol as Vice-Chair.

Members were referred to a suggested 2014 Meeting Calendar for the dates and discussion on the time of the meetings. Borrell indicated the second Thursday of the month has conflicted with a Legion meeting, but later conceded after hearing the reason was to avoid meeting the night before the Board of Adjustment meetings.

Mol moved to accept the meeting schedule as presented with a change to the meeting time to 7:30 p.m. Felger seconded the motion.

VOTE: CARRIED UNANIMOUSLY

RECOGNITION OF RETIRED COMMISSION MEMBERS

Pederson wanted to go on record to thank and expressed appreciation for many years of dedicated service of past Chairman, Ralph Douglas, and George Bakeberg.

On a motion by Borrell, seconded by Mol, the Commission formally recognized the service of retired members Douglas and Bakeberg. Commission and County Board will plan a reception at a future County Board meeting.

ACTION ON MINUTES - see action after Agenda item #1.

1. **WILLIAM T. FISHER** – Cont. from 12/12/13

LOCATION: 7062 6th Street SE – Lots 1-7 and part of Lot 8, Charlotte Shores, according to plat of record, Section 5, Township 119, Range 24, Wright County, Minnesota. (Lake Charlotte – Rockford Twp.) Tax #215-013-000070

Petitions for a Conditional Use Permit as regulated in Section 505, 611, 612.5(1)(a) & 728 of the Wright County Zoning Ordinance to allow a land alteration in excess of 500 cubic yards to bring in approximately 2220 cubic yards of fill to create a building pad for a dwelling. Lake Charlotte has a FEMA designated floodplain elevation and much of the fill will be placed within the floodplain

Present: Applicant not present

- A. J. Thompson moved to continue the hearing until March 13, 2014 to give the applicant time to work with SWCD based on the approved plans by the Board of Adjustment.
Borrell seconded the motion.

VOTE: CARRIED UNANIMOUSLY

MINUTES

A motion by Borrell to approve the minutes for the December 12, 2013 meeting, was seconded by Felger with a change to the word “loss” to “reduction” on page 6, para. C., last sentence and a vote to adopt the minutes as amended carried unanimously.

2. **STEPHEN MASTEY**– Cont. from 12/12/13

LOCATION: Gov't Lot 5 & Part of W 1/2 of SW 1/4 lying easterly and southeasterly of the right of way line of State Highway 25, Section 33, Township 121, Range 25, Wright County, Minnesota. (Gilchrist Lake – Monticello Twp.) Tax #213-100-333304 & -334300 Property Owner: Perez

Petitions for a Conditional Use Permit for a land alteration as regulated in Section 728 of the Wright County Zoning Ordinance to fill area needed to build a driveway into the property.

Present: Applicant not present

- A. Discussion on Mastey needing more time as he works through the next SWCD Panel meeting. Riley felt it looks positive this would be resolved at the next SWCD meeting and the Commission can take action in March. Borrell noted there have been several of these items waiting for surveys, SWCD action or BOA action. He asked if there is a way they can give approval with a condition on getting the approval from SWCD or BOA. Riley noted some reasons items are delayed. On these two items it is very critical they get approval from SWCD first. A continuation gives the applicant some flexibility and the Commission can look at any modifications made after meeting with SWCD. Borrell did not want it to look like that no one else is approving this and why should the Commission. Riley explained the previous agenda item, Fisher, has received approval from the Board of Adjustment and now he has been working with SWCD. Pederson agreed this has been unusual.
- B. Felger moved to continue the hearing to March 13, 2014. Mol seconded the motion.

VOTE: CARRIED UNANIMOUSLY

3. **KRISTIE JEAN BLEK** – New Item

LOCATIOIN: xxxx 10TH Street NW – 2 acre lot described in NE 1/4 of NE 1/4, Section 31, Township 120, Range 26, Wright County, MN. (Chatham Twp.) Tax #203-000-311103 Owners: Clint & Betty Lambert

Petitions for a Conditional Use Permit to allow home currently located at 63726 230th St. in Litchfield to be moved to this lot as regulated in Section 718 of the Wright County Zoning Ordinance.

Present: Bryan & Kristie Blek

- A. Riley reviewed the location of the lot that is zoned and in the Land Use Plan as AG. Photo of the house currently in Litchfield was displayed along with pictures of three homes in the immediate area. This is an agricultural community with a mix of newer homes and farmsteads. The Building Inspector inspected the home and provided the applicant a list of code requirements. A new sewer will have to be installed and house brought up to code prior to occupancy.
- B. Borrell asked if the applicants understood the house will have to meet building code requirements. B. Blek indicated they have met with Schulz and reviewed the items. They would like consideration of a couple of items on the inspector's list. One is to rebuild the stairs to the upper level. Tread is at 9.5" just short of the 10" required and clearance is 6.3' instead of 6'8" part of the way up the stairs. The cost of making the changes is substantial for the slight differences. He asked if there could be some discretion on that and if the house could be considered "grandfathered". Riley explained he would have to discuss options with Schulz, but the codes are safety things. Borrell understood the County cannot differentiate between new construction and a house moved in.
- C. Pederson suggested the applicant get answers to these questions before he proceeds. Approval would be subject to meeting these standards.
- D. Time frame the applicant is looking at. B. Blek indicated they would start right away and finish by the end of the year. Mol noted what assurance does the County have. In his Township a house has been sitting in three pieces for ten years. After they complain, the inspector shows up and the owner does a bit of work. Riley – noted that was an unusual situation, although some take some time to finish; they also have new homes being built over many years. B. Blek assured the Commission he would be moving the house in one piece and placed on a foundation and expects to move in before the end of the year.
- E. Borrell moved to approve a Conditional Use Permit to relocate a dwelling in accord with the description provided by the applicant on the record, with the following conditions: 1) That the house may not be occupied until approved by the Building Inspector; 2) Building permits are obtained; 3) The septic system permit be obtained and installed by noted completion date; and 4) Project completion date must be no later than February 13, 2015. Felger seconded the motion. VOTE: CARRIED UNANIMOUSLY

4. **JEFF J. MENKE**– New Item

LOCATION: 8955 Acacia Avenue NE – 10 acres described as the E 660 feet of the North 660 feet of Gov't Lot 9, Section 19, Township 121, Range 25, Wright County, Minnesota. (Monticello Twp.) Tax #213-100-192299

Petitions for a Conditional Use Permit to allow a home extended business to locate offices and a future conference room in a second story for a seamless gutter business as regulated in Section 603.4 & 718 of the Wright County Zoning Ordinance. Proposal is to utilize a portion of a new accessory building to be constructed on the property.

Present: Jeff Menke

- A. Riley used the air photo to show the location of the property that is zoned AG. The proposal is to locate a home extended business in a portion of the structure. The area within the building to be dedicated to the business was high-lighted, the rest is personal storage and a screen porch with storage above. The applicant has indicated a future conference room on the second floor may be used. The offices for his seamless gutter business would be located here, but there would be no customers coming to the property or manufacturing, cutting of business materials on site. Family members and one employee would work in the building.
- B. Menke stated the dealer business is in the metro area where the trucks are. Having his office and doing the marketing from here would make it easier. They have one employee that would work out of this location. He stated no trucks or material would be coming to this site.
- C. Riley reviewed the location of the three offices. One would be used by the applicant's wife, one for the applicant and the third is the office manager.
- D. Mol asked about the activity on site, would there be a show room and how much traffic. Menke stated no customers would come here. They would have an occasional sales meeting that includes four representatives once a month. There may be a marketing person that would stop out. Very little traffic.
- E. Felger moved approve a conditional use permit to allow a home extended business to locate offices and a future conference room in a second story for a seamless gutter business with the following conditions: 1) Proper permits are obtained for the building and meets building code requirements; 2) Second story is not used for dwelling purposes but rather secondary use to the business approved; 3) Criteria laid out regarding the septic be met; 4) All signage conforms to current County Sign Regulations; 5) Business conforms to requirements of home extended business; and 6) The Township reviews in two years for compliance. Mol seconded the motion.

VOTE: CARRIED UNANIMOUSLY

5. **MARK D. LILLO**– New Item

LOCATION: 6675 3RD St. SE - Part of Gov't Lot 5, Section 6, Township 119, Range 24, Wright County, Minnesota. (Rockford Twp.) Tax #215-000-061302

Petitions for an interim Conditional Use Permit (CUP) for a home extended business as regulated in Section 603.4 of the Wright County Zoning Ordinance to allow limited sales of vehicles (by appointment) within the existing shed on the property. The purchase and sales take place primarily on-line through internet auctions. Business includes car detailing, light service to prepare cars for resale.

Present: Mark Lillo

- A. Riley reviewed the location of the existing house and outbuilding. The applicant is asking for a home extended business to get a car “dealers” license. He secures a fairly new car and uses the building to detail and prepare the vehicle for resale. The State requires a physical address to get the license. This is not a car sales lot. The applicant is not proposing signage. Staff suggested to proceed as a home extended business as an “interim” permit specific to this use and for this owner. This is a residential property and not a business area.
- B. Lillo explained this is an on-line auction business that he buys and sells the cars on-line. The car he buys would be stored inside the shop. This is his home and does not want to do anything to devalue that. He noted the location of the shed that is far off the road so there is no noise or disturbance to neighbors.
- C. Borrell noted the Township has approved.
- D. J. Thompson – asked if there would be any car repairs on site. Lillo stated it would be small repairs, he does not overhaul or rebuild transmissions. He is trying to do things right and follow what the State has asked. J. Thompson asked if a CUP would not carry over to a future owner. Riley stated that is usually the case; they are suggesting if approved it is for this owner, only. A new owner would have to come back through this process.
- E. Felger asked what threshold necessitates the applicant to do this. Riley explained the State requires as a part of their dealer’s license permit process that the applicant has the Zoning Administrator sign off that this is a permitted use or he has a CUP. This land is zoned A/R and it is not a permitted use.
- F. Rebecca Reynolds – stated she lives nearby. Her question was on the number of vehicles and where he would dispose of the waste. This property is near a lake. Lillo stated he is not proposing any changes. He handles one or two cars a month. Any waste oil is recycled at Buff-N-Glo in Buffalo. During the winter months he brings the cars to town to wash. He bought the shop about seven years ago and has been doing this. He does not think there would be an issue.

- G. Mol moved to approve an Interim Conditional Use Permit to allow a home extended business to allow limited storage and sales of vehicles within the existing shed on the property, to include car detailing and light service to prepare cars for resale. Staff note that the signage proposed must conform to County Sign Regulations and this operation will cease once the property is sold. D. Thompson seconded the motion.

VOTE: CARRIED UNANIMOUSLY

DISCUSSION- DEVELOPER AGREEMENTS

Assistant County Attorney, Greg Kryzer introduced Michael Couri and Bob Ruppe who are local attorneys with over 30 years experience in municipal law. He has asked them to speak on Development Agreements and how the County and Townships can partner in protecting tax payer dollars. Kryzer gave some background on his experience with a couple of developments shortly after he was hired 3.5 years ago that bring to light the importance of these agreements. Plats he became involved in had bankruptcies; there was a law suit filed when a road was not built and the developer went bankrupt in the plat of Westwood Meadows; and, a near law suit over an unfinished road in Grand Castle Estates that they had a bond on. These cases take much time and can be very costly for the Township and County to settle. He described the condition of a road that was not built to specs. After much time and negotiations, costs of completing the road was \$100,000 paid by the Bank and another \$11,000 from both the Township and County. After that, he has been in touch with Couri & Ruppe on how they can protect tax payer dollars. He brings this forward to see if the Commission and County Board are on board with it. He suggested the County take the lead to try to help the Townships out. He felt they got lucky with the last one, but afraid their luck is about to run out.

Ruppe –stated it has been over the last few years when the housing industry took a down turn that illustrated all these points. That is when these situations are mostly likely to happen. He brought along a Developer's Plan he prepared for a new development in Scott County. He explained they form a partnership with the Township and the County and offer help to the County by doing the developer agreements, written to protect the County and Township. They go to the design and dirt meetings, accompany the Commission on site inspections and send the Agreement to the Commission to see what their thoughts are. These is a three-way agreement between developer, township and County which is preferred to make sure all three are on the same page. All parties review, consider it and requires official action of everyone to adopt it. This is a way to make sure everyone understands the requirements which are negotiated ahead of time. He has developed a template he uses to insert specifics for the particular project; and, if there are any substantive changes, he would present it to the Commission to get their feedback. The counties like it because all the verbiage is the same and easy reference if there is a disagreement. What they try to identify are all the things the Commission is looking at such as conditions and plans. Timelines are included so the work or conditions are not dragged out. Built into these agreements are requirements for the engineers to be involved, there has to be pre-construction meetings, a schedule and deadlines to get the work done. An example given was with a new road, if it is not completed as spelled out and within the timeline, the developer has to pay a fine; or, if the developer does not have the engineer out to verify the road construction they would have to pay for boring to tests. The document would layout in great detail security requirements. In the plat of Grand Castle it was a bond; but they recommend a Letter of Credit which they feel is easier to collect on. He explained the difference in the two assurances and how they are collected on. The Letter of Credit can be collected on within a week if the developer is in default; and the funds can be used to complete the road or other conditions. He noted often times the threat to collect on a Letter of Credit to complete the project is all it takes. He noted good communication is essential on what the Commission and Planners want and include the engineers with good cost estimates for the infrastructure is critical. The amount required for a Letter of Credit of 125% of the work to be done. As work is completed that amount can be reduced, but it is always the government's

discretion on when some of the money on the Letter of Credit can be released. The time frames are reviewed to make sure the roads get completed in a timely manner. The developer pays their own way. He noted all costs of the County are paid by the developer because it is a privilege to develop not a right and they should be paying for the escrows for the costs. He explained in one instance, he talked with the developer and had negotiated on \$5,000, for the escrow and for the County's time and once depleted, the developers have to add to it. It is a last resort is to act on a Letter of Credit because it has a negative impact on the developer's credit. Through the agreement they have the ability to build in anything they have to do. Include requirements for erosion control, ponds or if they should hit a drainage tile and damage infrastructure. His view is that the developer can build in his contracts his own protections with people he sells to or his sub-contractors. Also included are easements on the property to allow government to go on the property to finish or inspect the work or maintenance of the retention ponds, monument signs or things that could become a problem or eyesore later. Ruppe requires a home owner's association to make certain the property is no longer maintained or the land goes tax forfeiture. If they do not fulfill their obligation, the government can come in to take over the responsibility and get reimbursed through tax assessments.

Couri – explained the reasons for requiring development agreements. In his 22 years of drafting these they have found it is the most effective tool. All the cities in Wright County do these. The developers are used to it. The “mom and pop” developers will get used to it and will take some education to bring them along. In many counties there seems to be a little disconnect in that the Township thinks the County is taking care of things, especially the roads; and County thinks these are the Township's are there all the time and they know it better. This puts everyone on the same page, protects the Township. They tell their clients that the best dollar you can spend is to get the township engineer out there; the dollar spent in the beginning can save much money later, as could be seen in developments like Grand Castle. The Township has the option to do this if they choose to be a part of this and pick up the responsibility of monitoring the road construction and getting their engineer out there, monitoring the letter of credit. When the Township is satisfied along with their engineer, they can authorize the release of the letter of credit in conjunction with the County Ruppe – he has done separate letters of credit when there are different road jurisdictions or requirements for other conditions. The agreement can address any potential problem or concern. The document puts everyone on the same page. Using the same format is very helpful to the separate townships. His experience with the developers is that if everyone is treated the same way and abides by the same rules they are okay with it. He encouraged the County to use this tool because it can save much money.

Kryzer explained the problem with Grand Castle was that no one wanted to admit liability and the County and Township split some of the costs and he felt they were very lucky to avoid District Court which would have been very expensive for all parties. He would like to move forward and invited questions and comments from the Commission.

In response to Borrell's inquiry, Ruppe further explained they represent 170 townships and 8 cities. Borrell verified the cost would be assumed by the developer. Ruppe explained the time it took on the plans he used as an example, what he used to review the proposed development plan and the cost to the developer was about \$540. Borrell asked if something was missed in the contract if the attorney has liability coverage. Ruppe if they make a mistake, the client is harmed

they have to live up to it and they have insurance to cover it. Kryzer stated the County Attorney cannot represent both the County and the Township. Ruppe stated these agreements would be reviewed by the County Attorney.

Pederson asked if this would cover Planned Unit Developments. Kryzer indicated it would, any developments that have roads or other infrastructure. Riley noted the development agreements cover the worst scenario. The rural developments don't have the curb & gutter or sewer, but it would ensure completion of things like roads, drainage ditches and sediment ponds.

Borrell asked how they handle a difficult contractor who has problems financially and who will pay attorney's fees to enforce the conditions. Ruppe he represents the Township and they have clause in the agreement that if they have to sue to enforce the contractor they have to pay for those costs. The developer has to waive any claims against the Town or County. He relayed a current claim against a developer. The costs have to be reimbursed by the Developer for any legal costs incurred by the government. Escrow money is in liquid account that he can access, beyond that he could go after the letter of credit to complete a requirement of the development. He can finance the additional money it could cost, if it should exceed the amount on the letter of the credit and spread the cost out between the lots and put the assessment on the taxes.

Ruppe – he has never had to sue on a developer's agreement in 24 years.

Borrell – noted a problem he sees is a retention pond that returns to the County for lack of tax payment many years later. Ruppe – noted several scenarios to address that and these agreements are recordable. Borrell asked if there is not a time frame when the developer is off the hook after they have completed their requirements. Couri – they address that with some agreements and they do include when the property owners buying the lots assume the responsibility and if they do not, the work can be done and cost assessed to the lots through their taxes. Ruppe – they include which paragraphs can be released and others that become the responsibility of the future owners. Borrell agreed that is how it should be. Ruppe – what can happen over time is owner's can lose interest, property changes hands and no one runs the Home Owner's Association and the ponds are not maintained. Borrell noted some of the obligations eventually become the responsibility of the homeowners. Couri – there are certain things that the developer would not be responsible for and these are spelled out.

Mol – felt this is a very good idea. The Township is under County planning and zoning and has sent information down on a CUP and then feel they are relieved of it. However, reviews are sent back to the Township. This situation allows for all three parties to sit down and agree on things. Riley explained the primary purpose is the roads and drainage features.

Borrell asked if Kryzer is looking for action. Kryzer stated he is looking for direction on whether the subdivision ordinance should be amended which was last looked at in late 1970's and may need some tweaks. Riley noted it could be as simple as adding the requirement for developer agreements.

Riley noted if they have a situation where there are no roads involved, but just a simple development, there can be language included that no developer's agreement is needed. Couri agreed there are situations where they do not need one. Ruppe stated he represents all towns in

Scott County and that is what they do. Questions on other types of developments where they could use this agreement to ensure work gets done. Other projects, such as a move-in house, that never gets completed were discussed. Mol asked if this type of agreement could be used. Riley noted the problems and mechanism to go in and finish the house. Mol – noted there are other projects where the applicant runs into financial problems. Couri indicated they would not be able to help them on those situations. Borrell noted a letter of credit could be requested but they have to have the money to get one. Ruppe – noted how they handled a demolition project. Couri noted the government does not want to go into a house and do work.

Felger asked Kryzer if the question is that the townships are working in the absence of agreements or agencies are not working together. It is hard to believe the Townships do not have a developer's agreement. Kryzer stated the townships are not working with developer's agreements. Riley stated they have financial assurances for roads, but don't have a developer's agreement. He noted this had not been a problem when the economy was good. The Township can hire attorneys to go after them.

Pederson asked if the County would take a position on the developer's agreement. Kryzer indicated it would be added to the County's Subdivision Regulations. He would bring this to the Township Quarterly Meeting for discussion and education on it. Riley noted the Township would have to see this as a useful tool.

Borrell noted unless this is a development company, the private land owner may not have the capital to do it as they would have to come up with considerable cash. Riley noted if it is a four ten-acre split, it would not need it. This agreement is used when there are roads or drainage features. Borrell asked how some of the funds could be released. Couri explained how the Letter of Credit is handled, noting as the work gets down the government (Township) has the option of reducing the amount. Riley explained the County currently requires a plan, they get an estimate from the engineer and the Letter of Credit.

Mol relayed an experience in Clearwater Township when a road was not built to the Township's specifications. The matter became very heated at a site inspection when the developer did not agree and threatened three Town Supervisors. They did not have a written agreement like this and he felt the developer's agreement was an excellent idea. Both parties are going to benefit from it.

Riley asked that Couri & Ruppe explain how they leverage the Letter of Credit, as it does not always require large amounts of cash. Couri explained the developer sometimes puts land up for collateral for instance. The Bank makes a decision on whether it is a good credit risk. He noted if a property owner cannot come up with that kind of money, they should not be developing. If they cannot finish the project, it becomes tax payer dollars to finish it.

J. Thompson –through the developer's agreement, the developer pays the costs of this and what if things go wrong and it is taken to Court. She asked if Couri and Ruppe take the developer to Court. Couri – they take it to Court and the developer pays those Court cost and County Attorney's fees whether they win or not. Kryzer stated it would be the individual or a team.

Borrell asked if requiring this agreement would impede development in Wright County. Couri felt they might see that to some extent, but it would be the under-capitalized. It did not seem to impede anyone in the past. Ruppe added that it is his experience working with others, when everyone has to do it they are all operating under the same requirements. Felger questioned who pays the Court costs if someone messes up. Where does that leave the “mom and pop” developer. Couri – asked what would go wrong. They implement the Ordinance under this agreement. The Developer has to meet all the standards and is what gets transmitted into the agreement. The Agreement would reflect the Township and County requirements. Felger noted the developer has the bond or letter of credit and the County can get their hands on it. He wondered if there are too many people that can get to that money before there could be some negotiation. He questioned if the developer’s interests are backed into a corner and all the cards are stacked in the government’s interest. There may be the small developers in the Townships that want to sell for health reasons. His concern is there could be under-marginalized people that could get the shaft. Couri – indicated he would agree to an extent. Those landowners can be the developers themselves or they can sell to a developer who is in a better position to do it. It is not as if they do not have any options. In his experience over 16-17 years is that they have not had to draw on a letter of credit, a phone call giving them notice was all it took to get the work done. Felger clarified he is not opposed to the letter of credit and understands that process. Couri - all parties look at the agreement, the conditions are implemented by the County and the Township, has the road standards and the developer agrees to live up to those standards. This is not over and above what is now required, but puts it all in writing. Before the housing crash in 2007 when many developers walked away, it was rare anyone walked away. With the agreement in place at the onset everyone knows what was agreed upon. Ruppe – he explained the document is created after they get the report from the Planning Commission with the Staff and Township recommendations and he would go through what the conditions are. This memorializes those agreements and become part of the record. Felger – just wanted to be sure that one boiler plate agreement is not used across the County. Ruppe stated his template is modified to include the specifics for each development. Couri explained the template has standard language used in all agreements but includes what is unique for each development. Felger asked if they would sit down with a County official, Township and the developer. Couri stated they would have the County and developer review and then send it to the Township and then they can negotiate from there. Felger asked if all three parties sit down face to face. Couri – indicated it can be forwarded by e-mail for review, discussion on the phone and typically spend a half hour with the developer and hammer out the language. Ruppe – added that these agreements become the standard and they seldom get feedback from the developers. Borrell asked if the letter of credit is negotiable. Couri – stated the amount is a recommendation to the Planning Commission. Ruppe stated that is negotiable with the Township and County. Borrell noted this is just to make sure they do it. Felger – a property owner has gone through the Township and they pay fees for platting to the Zoning Office; and asked where the other issue of County Staff time comes in. Couri – that is on the County’s side to decide whether they are going to charge Staff time. He did not anticipate the Township will charge anything for their time. Riley noted the checklist they provide the developer at this time, he did not foresee an additional fee for his Staff time. Kryzer sees this as deficiency of his time. Riley – we already require many of these requirements, but this is a good framework to put it in. He referred to a recent subdivision east of Buffalo on Washington Lake would not have required a developer’s agreement because there were no new roads.

Mol agrees that this gets the Township involved early along with the developer and County. Everyone knows the requirements. The Township is not experienced with these matters; whereas, Staff is full-time with a lot of resources and the Township does not have the benefit of all the information. The Town Board only hears half the information from the applicant and putting this together early will result in a better product.

D.Thompson - in discussion with his City they only had to act on one letter of credit and they had a lot of development that failed. He thinks it is a good idea.

J. Thompson – as Felger was addressing when you have a small farm and want to split the land up for children, if they had it platted and recorded would they still have to sign an agreement. Ruppe – relayed his experience with a small plat with a cul-de-sac and some infra-structure they had estimated \$75,000 and that owner negotiated to release funds for the couple as it progressed. Couri – if that plat comes here they would be subject to the same rules. Pederson – noted the situation is where the road would become a town road. Couri – if it is not a public road that is different.

Borrell felt the local Town Boards are good to work with and if things are progressing, he felt they would be willing to negotiate on release of funds. This makes sure the road gets done.

Kryzer – asked Commissioner Borrell if he thought it would be best to present this to the Ways & Means Committee of the County Board. Borrell – felt there is a consensus this is a good product and suggested it may be best to present this for discussion.

On a motion by J. Thompson, seconded by Felger, all voted to forward the matter to the Ways & Means Committee of the Whole with a recommendation to direct Staff to amend the Subdivision Ordinance.

MCIT TRAINING

Kryzer stated he would like to provide training for the Commission since there has been a large turn-over of Board members. Riley stated they felt bringing a trainer here would be easier for the members than send them elsewhere. Kryzer stated they have invited the Board of Adjustment members. Riley asked what time and days would work for the members. Mol stated before April would be best and with meetings on both Boards. Pederson appreciated bringing the people out to Wright County and felt afternoon might be best. Riley indicated they would mail out some dates to see what is best for everyone. The session is anticipated to take four hours.

Borrell asked about the subject and he felt there are things They recently had the comprehensive plan, but Kryzer that is a very important tool. Borrell there people who want to preserve ag land and that is not going to be feasible, they have to accept that they are not going to be the corn belt any more this close to the Twin Cities. J. Thompson – stated there are people that don't want to see things piecemeal and have it wide open. We are not the Dakotas. Riley those type of rules and levers, how you properly apply things. J. Thompson and Mol things it a good idea. Riley – these people are not going to have specific proposals, but talk about Commissions and legal requirements and Comprehensive Plans and Staff can look into specific details they would like to talk about.

MISC.

Felger asked how long his appointment was for. Riley – understood it was a reappointment of a three-year term.

Meeting adjourned at 10:10 p.m.

Respectfully submitted,

Sean Riley
Planning & Zoning Administrator

SR:tp

cc: Planning Commission
County Board of Commissioners
Kryzer
Twp. Clerks/SWCD/CWSD/Dep't Heads