

**City of Falcon Heights**  
**Regular Meeting of the City Council**  
**City Hall**  
**2077 W. Larpenteur Avenue**

**February 10, 1999**  
**A G E N D A**

- A. CALL TO ORDER: 7 p.m.
- B. ROLL CALL:           GEHRZ \_\_\_ GIBSON TALBOT \_\_\_ HUSTAD \_\_\_  
                          JACOBS \_\_\_ KUETTEL \_\_\_ HOYT \_\_\_ ASLESON \_\_\_  
                          ATTORNEY \_\_\_ ENGINEER \_\_\_

C. COMMUNITY FORUM

D. APPROVAL OF MINUTES:       February 3, 1999

E. PUBLIC HEARING:   None

F. CONSENT AGENDA:

1. Disbursements
  - a. General disbursements through 2/5/99, \$51,244.72
  - b. Payroll, 1/16/99 to 1/31/99, \$11,656.94

2. Licenses

3. Acceptance of resignation of Nick Baumann as fire chief and appointment of Mike Clarkin as fire chief to fill out term

*Addendum → 4. Acceptance of Carla Asleson's Resignation*

G. POLICY AGENDA:

1. Consideration of the development agreement, the final plat, a zoning amendment from PUD to R-1 and a variance in the rear yard setback for the Questwood Development at 1859 North Snelling Drive

H. INFORMATION AND ANNOUNCEMENTS:

I. ADJOURN

***City of Falcon Heights***  
**Regular Meeting of the City Council**  
**City Hall**  
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- A. CALL TO ORDER: 7 p.m.
- B. ROLL CALL:           GEHRZ \_\_\_ GIBSON TALBOT \_\_\_ HUSTAD \_\_\_  
                          JACOBS \_\_\_ KUETTEL \_\_\_ HOYT \_\_\_ ASLESON \_\_\_  
                          ATTORNEY \_\_\_ ENGINEER \_\_\_
- C. COMMUNITY FORUM
- D. APPROVAL OF MINUTES:       February 3, 1999 (Tab #1)
- E. PUBLIC HEARING:   None
- F. CONSENT AGENDA:
  - 1. Disbursements (Tab #2)
    - a. General disbursements through 2/5/99, \$51,244.72
    - b. Payroll, 1/16/99 to 1/31/99, \$11,656.94
  - 2. Licenses (Tab #3)
  - 3. Acceptance of resignation of Nick Baumann as fire chief and appointment of Mike Clarkin as fire chief to fill out term (Tab #4)
- G. POLICY AGENDA:
  - 1. Consideration of the development agreement, the final plat, a zoning amendment from PUD to R-1 and a variance in the rear yard setback for the Questwood Development at 1859 North Snelling Drive (Tab #5)
- H. INFORMATION AND ANNOUNCEMENTS:
- I. ADJOURN

**CITY OF FALCON HEIGHTS  
REGULAR CITY COUNCIL MEETING  
MINUTES OF FEBRUARY 3, 1999**

**DRAFT**

Mayor Gehrz convened the meeting at 7:16 p.m.

**PRESENT**

Gehrz, Gibson Talbot, and Kuettel. Also present was Hoyt and Asleson.

**ABSENT**

Jacobs and Hustad.

**COMMUNITY FORUM**

There was no one wishing to take advantage of the community forum.

**MINUTES OF JANUARY 13, 1998**

Minutes were approved by unanimous consent.

**CONSENT AGENDA**

Councilmember Kuettel moved approval of the following consent agenda. The motion passed unanimously.

1. Disbursements
2. Licenses
3. Amendment to the personnel chapter of the Administrative Manual regarding the definition of overtime pay for non-exempt employees
4. Approval of change order #6 from North Metro Landscaping

**ADJOURNMENT TO WORKSHOP**

The meeting adjourned at 7:18 p.m. The city council then discussed emergency preparedness issues with area police, fire, and rescue officials.

\_\_\_\_\_  
Susan L. Gehrz, Mayor

\_\_\_\_\_  
Carla Asleson  
Recording Secretary

CONSENT 1  
Meeting Date: 2/10/99

ITEM DESCRIPTION: Disbursements

SUBMITTED BY: Roland Olson, City Accountant

EXPLANATION/SUMMARY:

1. General disbursements through 2/5/99, \$51,244.72
2. Payroll, 1/31/99 to 2/14/99, \$11,656.94

ACTION REQUESTED: Approval

APPROVAL OF BILLS  
 PERIOD ENDING: \_2-5-99\_

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	JEREMY HUTCHINSON	REIMB FOR WOOD MOULDING	-----	33.03
	EMERGENCY APPARATUS MAINT	REPAIR FRONT SHOCKS/LITE	-----	218.30
	EMERGENCY APPARATUS MAINT	REPAIR AERIAL/ PUMP TEST	-----	695.20
	EMERGENCY APPARATUS MAINT	REPAIR LEAKS	-----	275.02
	INVER HILLS COMM COLLEGE	REFRESHER EMT COURSE	-----	1,391.00
	NSP	ELECTRICITY	-----	690.42
	NSP	STREET LIGHTS EXP	-----	21.54
	NSP	STREET LIGHTS EXP	-----	59.55
	NSP	STREET LIGHTS EXP	-----	74.22
	NSP	LIGHTS 1/99	-----	2,025.08
	NSP	LITES 1/99	-----	55.47
	REGIONS HOSPITAL	SUPLIES	-----	26.00
	*** TOTAL FOR DEPT 00			5,564.83
	FOCUS NEWS	RESOULTION 99-02	LEGISLAT	88.40
	FOCUS NEWS	RESOLUTION 99-04	LEGISLAT	81.60
	FOCUS NEWS	99 ENTERPRISE BGT	LEGISLAT	86.70
	FOCUS NEWS	99 SUMMARY BGT	LEGISLAT	115.60
	MN SENIOR FEDERATION	99 DUES	LEGISLAT	40.00
	MN MAYORS ASSOCIATION	99 DUES	LEGISLAT	20.00
	*** TOTAL FOR DEPT 11			432.30
	AMERICAN OFFICE PRODUCTS	BINDER/ENEVELOPS/STAPLES	ADMINIST	91.77
	AMERICAN OFFICE PRODUCTS	DISKETTES/PENS/CLIPS	ADMINIST	142.56
	AMERICAN OFFICE PRODUCTS	STAPLER/BINDER CLIPS	ADMINIST	18.06
	AMERICAN OFFICE PRODUCTS	INDEXES,COLUMNAR PADS	ADMINIST	19.48
	AMERICAN PLANNING ASSOC.	99 MEMBERSHIP	ADMINIST	176.00
	ICMA RETIREMENT TRUST 457	1/99 ASLESON	ADMINIST	200.00
	INSTY-PRINTS PLUS	LETTERHEAD/ENVELOPES	ADMINIST	293.44
	IVERSON, TERRY	MILEAGE REIMB	ADMINIST	11.70
	METROPOLITAN AREA MANAGE-	99 MEMBERSHIP	ADMINIST	45.00
	MIDWEST DELIVERY SERVICE	DELIVERYS	ADMINIST	27.55
37185	MN DEPARTMENT OF REVENUE	JAN 31 STATE WITHHOLDING	ADMINIST	778.33
	NCPCERS GROUP LIFE INS	1/99 PHILLIPS	ADMINIST	12.00
37186	PERA	JAN 31 PERA WITH	ADMINIST	1,421.62
	ROSEVILLE ROTARY CLUB	JAN-MAR DUES/MEALS	ADMINIST	184.75
	TAFF, SUSAN HOYT	2/99 AUTO ALLOW	ADMINIST	250.00
	*** TOTAL FOR DEPT 12			3,672.26
	RAMSEY COUNTY PROP/RECORD	POSTAGE	ELECTION	19.92
	*** TOTAL FOR DEPT 15			19.92
	NSP	CIVIL DEFENSE SIREN	EMERGENC	6.28
	*** TOTAL FOR DEPT 21			6.28
	ST. ANTHONY VILLAGE	2/99 POLICE SVCS	POLICE	31,792.25
	*** TOTAL FOR DEPT 22			31,792.25
	AMERIPRIDE LINEN&APPAREL	LINEN CLEANING FIRE HALL	FIRE FIG	38.99
	BLOMBERG PHARMACY	FILM DEVELOPING	FIRE FIG	4.55
	CAPITOL CITY REGIONAL	99 MEMBERSHIP	FIRE FIG	35.00
	CAPITOL CITY MUTUAL AID	99 MEMBERSHIP	FIRE FIG	50.00
	COLONIAL INSURANCE	1/99 BAUMAN	FIRE FIG	29.65

APPROVAL OF BILLS  
 PERIOD ENDING: 2-5-99

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
37184	HOLIDAY INN - DULUTH	EMS CONF(NOVAK/WOLFBGR)	FIRE FIG	494.94
	MINNESOTA CONWAY	RECHARGBE FIRE EXT	FIRE FIG	35.72
	NCPERS GROUP LIFE INS	1/99 BAUMAN	FIRE FIG	12.00
	REGIONS HOSPITAL	PHYSICAL EXAMS NEW FIRFT	FIRE FIG	706.00
	SPEEDWAY SUPERAMERICA LLC	FUEL	FIRE FIG	43.45
	RAMSEY CO. FIRE CHIEFS	99 DUES	FIRE FIG	50.00
	*** TOTAL FOR DEPT 24			1,500.30
	BLOMBERG PHARMACY	FILM DEVELOPING	FIRE PRE	4.55
	COLONIAL INSURANCE	1/99 IVERSON	FIRE PRE	36.45
	IVERSON, TERRY	MILEAGE REIMB	FIRE PRE	10.40
	NCPERS GROUP LIFE INS	1/99 IVERSON	FIRE PRE	12.00
	*** TOTAL FOR DEPT 25			63.40
	AT&T WIRELESS SERVICES	1/99 CHRGES P/W PAGER	CITY HAL	20.94
	BOARD OF WATER COMMISSNRS	WATER	CITY HAL	16.85
	BOARD OF WATER COMMISSNRS	SS	CITY HAL	11.67
	CADY COMMUNICATIONS INC	TELE MAINT	CITY HAL	89.00
	CADY COMMUNICATIONS INC	TELE MAINT	CITY HAL	44.50
	GLEWOOD INGLEWOOD	COOLER RENTAL KITCHEN	CITY HAL	18.00
	GRAINGER, W. W., INC.	ICE MELT FOR SIDEWALKS	CITY HAL	75.91
	LINDERS GREENHOUSES	PLANTS FOR CITY HALL LOB	CITY HAL	30.75
	MCI	LONG DISTANCE CHRGS	CITY HAL	19.78
	M-75 BUILDING MAINTENANCE	1/99 CLEANING	CITY HAL	270.78
	*** TOTAL FOR DEPT 31			598.18
	BROSI SIGN SYTEMS INC	3 SIGNS	STREETS	89.46
	I PRINT TEXTILES	SWEATS	STREETS	356.27
	MIDWAY FORD ROSEVILLE	F-250 TRK REPAIR	STREETS	492.25
	SCHARBER & SONS	JD 955 SNOW BLOWER PARTS	STREETS	156.63
	SPEEDWAY SUPERAMERICA LLC	FUEL FOR TRUCKS,BOBCAT,S	STREETS	201.82
	*** TOTAL FOR DEPT 32			1,296.43
	BOARD OF WATER COMMISSNRS	COMM PARK WATER	PARK & R	141.42
	BOARD OF WATER COMMISSNRS	COMM PARK SS	PARK & R	81.57
	BOARD OF WATER COMMISSNRS	CURTIS PARK WATER	PARK & R	5.37
	BOARD OF WATER COMMISSNRS	CURTIS PARK SS	PARK & R	11.67
	ICMA RETIREMENT TRUST 457	1/99 TRETSVEN	PARK & R	100.00
	ICMA RETIREMENT TRUST 457	1/99 MAERTZ	PARK & R	100.00
	LEAGUE OF MN CITIES	99 SAFETY/LOSS CONTLCONF	PARK & R	20.00
	MIDWAY FORD ROSEVILLE	F-250 TRK REPAIR	PARK & R	492.25
	NSP	AUTO PROTECT COMM PK	PARK & R	22.48
	TRI-STATE BOBCAT INC	BOBCAT ATTACHMENT	PARK & R	158.10
	USWEST COMMUNICATIONS	TELEPHONE EXP	PARK & R	59.97
	FASTSIGNS	BANNER FOR CITY PARK	PARK & R	31.95
	BADGE-A-MINIT	BADGE PARTS/SUPPLIES	PARK & R	225.85
	*** TOTAL FOR DEPT 41			1,450.63
	E-Z RECYCLING, INC.	1/99 RECYCLING	SOLID WA	2,559.40
	*** TOTAL FOR DEPT 56			2,559.40
	ALL AMERICAN RECREATION	FOOSBALL TABLE	PUBLIC W	454.28
	*** TOTAL FOR DEPT 65			454.28
	ARROWHEAD EMS ASSOCIATION	EMS CONF REGISTRATIN	RESCUE S	500.00

APPROVAL OF BILLS  
 PERIOD ENDING: 2-5-99

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	OXYGEN SERVICE COMPANY	OXYGEN	RESCUE S	31.89
	OXYGEN SERVICE COMPANY	OXYGEN	RESCUE S	31.89
	SPEEDWAY SUPERAMERICA LLC	FUEL	RESCUE S	39.77
	*** TOTAL FOR DEPT 76			603.55
	BERNARDY, CONNIE LANNERS	FEB 1-15 PROF SVCS	MCAD	1,227.13
	*** TOTAL FOR DEPT 84			1,227.13
	RAMSEY COUNTY PROP/RECORD	COMPUTER RUN ALL PROPERT NE QUAD		3.58
	*** TOTAL FOR DEPT 86			3.58
	*** TOTAL FOR BANK 01			51,244.72
	*** GRAND TOTAL ***			51,244.72

2.

C H E C K R E G I S T E R

CHECK TYPE	CHECK DATE	EMPLOYEE NAME NUMBER	CHECK NUMBER	CHECK AMOUNT
COM	1 29 99	6 SUSAN GEHRZ	29188	286.06
COM	1 29 99	8 SAM JACOBS	29189	277.05
COM	1 29 99	10 JAN GIBSON TALBOT	29190	200.00
COM	1 29 99	11 JOHN HUSTAD	29191	277.05
COM	1 29 99	12 LAURA A. KUETTEL	29192	277.05
COM	1 29 99	30 NICHOLAS BAUMANN	29193	283.15
COM	1 29 99	35 LEO LINDIG	29194	63.66
COM	1 29 99	40 KEVIN ANDERSON	29195	116.75
COM	1 29 99	42 MICHAEL D. CLARKIN	29196	62.67
COM	1 29 99	47 NATHANIEL HEROLD	29197	55.41
COM	1 29 99	60 TERRY D. IVERSON	29198	29.56
COM	1 29 99	63 RACHELLE L. MARVIN	29199	59.31
COM	1 29 99	70 JUSTIN T. NOVAK	29200	46.17
COM	1 29 99	74 MARK J. ALLEN	29201	46.17
COM	1 29 99	75 JOSEPH P. KRAJEWSKI	29202	36.17
COM	1 29 99	1002 SUSAN HOYT TAFF	29203	1389.02
COM	1 29 99	1003 TERRY IVERSON	29204	1050.31
COM	1 29 99	1005 CAROL KRIEGLER	29205	784.49
COM	1 29 99	1007 PATRICIA PHILLIPS	29206	874.49
COM	1 29 99	1010 CARLA ASLESON	29207	1054.06
COM	1 29 99	1013 WILLIAM MAERTZ	29208	1073.09
COM	1 29 99	1033 DAVE TRETSEVEN	29209	814.60
COM	1 29 99	1118 SHAWN M. STRONG	29210	563.79
COM	1 29 99	1136 ROLAND O. OLSON	29211	845.66
COM	1 29 99	1142 ANTHONY ANDERSON	29212	256.63
COM	1 29 99	1143 COLIN B. CALLAHAN	29213	255.17
COM	1 29 99	1147 GEORGE BURNS	29214	156.71
COM	1 29 99	1149 WILLIAM J MONCRIEF	29215	64.31
COM	1 29 99	1163 PHILIP BERNSTEIN	29216	140.60
COM	1 29 99	1164 NICHOLAS J HUPPERT	29217	129.29
COM	1 29 99	1165 DAN SCHLIECHERT	29218	88.49

COMPUTER CHECKS	11656.94
MANUAL CHECKS	.00
NOTICES OF DEPOSIT	.00

\*\*\*\*TOTALS\*\*\*\* 11656.94



ITEM DESCRIPTION: Licenses

SUBMITTED BY: Pat Phillips, Licensing Coordinator

REVIEWED BY: Carla Asleson, AA/Planner

EXPLANATION/SUMMARY:

BUSINESS LICENSE

Blomberg Pharmacy #498

RETAIL GROCERY, GASOLINE, CIGARETTE

Speedway SuperAmerica LLC #497

MECHANICAL

Augie's Heating & Cooling Service #499

ACTION REQUESTED: Approval

CONSENT 3  
Date: 2/10/99

ITEM: Acceptance of resignation of Nick Baumann as fire chief and  
appointment of Mike Clarkin as fire chief to fill out term

SUBMITTED BY: Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION:

Fire Chief Nick Baumann submitted his resignation effective February 2, 1999 for personal and family reasons. Therefore, it is appropriate to appoint the first assistant chief Mike Clarkin to fill the unexpired term until the May, 1999 election.

ACTION REQUESTED:

Accept the resignation of Nick Baumann as fire chief and approve the appointment of Mike Clarkin as chief for the remainder of the current term.

part w.  
original  
agenda

**ADDENDUM**

CONSENT 4

Date: 2/9/99

ITEM: Acceptance of Carla Asleson's resignation as administrative assistant/  
planner

SUBMITTED BY: Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION:

Summary and action requested. Carla Asleson is submitting her resignation effective February 23, 1999 to take a position as a development analyst with Best Buy. Carla worked for the city for nearly five years.

ATTACHMENT:

Letter from Carla Asleson dated 2/8/99

ACTION REQUESTED:

Accept the resignation of Carla Asleson as administrative assistant/planner effective February 23, 1999.

February 8, 1999

Mayor Gehrz and City Councilmembers  
c/o Susan Hoyt, City Administrator  
City of Falcon Heights  
2077 W. Larpenteur Avenue  
Falcon Heights MN 55113

It is with a mixture of excitement and sadness that I inform you of my resignation as Administrative Assistant/Planner for the City of Falcon Heights. I have accepted a position as a Development Analyst in the property development department at Best Buy Corporation in Eden Prairie. I'm looking forward to working in an organization that offers such potential for personal and professional growth.

My last day of work at City Hall will be February 22, 1999. The personnel policy requires that I give the city 14 days advance notice of my resignation.

Working for Falcon Heights has allowed me to learn about the many aspects of city government and to make some wonderful friends and interesting acquaintances along the way. I wish the city, its staff, and its residents all the best in the future.

Sincerely,

A handwritten signature in cursive script that reads "Carla Asleson".

Carla Asleson

POLICY 1  
Date: 2/10/99

ITEM: Consideration of the development agreement, the final plat, -a zoning amendment from PUD to R-1 and a variance in the rear yard setback for the Questwood Development at 1859 North Snelling Drive

REQUESTED BY: Mr. Gordy Howe, Masterpiece Homes

SUBMITTED BY: Susan Hoyt, City Administrator

REVIEWED BY: Roger Knutson, City Attorney  
Terry Maurer, City Engineer

EXPLANATION/DESCRIPTION:

Summary and action requested. The city council is being asked to consider approving three items related to the Questwood Development; the development agreement, the final plat, the zoning amendment from R-1 to Planned Unit Development (PUD) and a variance in the rear yard setback. The preliminary plan was approved on December 16, 1999. If the council approves these requests, the council approvals will be completed and the project may move into the plans and construction phase for the ten townhome units in five structures on 4.79 acres.

Meets goal #2. To maintain and promote the assets of the city's unique neighborhoods including commercial, residential and open space uses for present and future generations.

Additional Information.

The development agreement guarantees the conditions required in the approval of the preliminary plan including the 15 mph speed limit on the private road and an \$800 park dedication fee per unit to go into the city's park capital fund, the addition of a new public fire hydrant off of Snelling Drive and that there be no new structures or paving other than what is identified in the preliminary site plan.

The PUD designation requires that the PUD plan be the governing document for development on the site. Minor additions to structures must come before the planning commission for review. Any new structures or major additions or changes in structures and landscaping must go through the zoning amendment process, which requires a public hearing and a 4/5 vote of the council for approval.

The single family home on the site is part of the PUD and subject to the same conditions as the PUD. These land use setback requirements are more restrictive than the restrictions in the R-1 zone on a single family zone.

A variance of ten feet (as noted in the site plan) is required in the rear yard setback of eight of the ten townhomes because the rear porches fall less than thirty feet from the north property line. There are no neighboring structures on the northside of the site, which abuts the university fields.

Neighbors on the southside of the project along Garden Avenue want to be assured of green space between their rear yards and the townhome development. The PUD plan provides for that green area. The developer is also adding this to the Homeowners Association By-Laws.

The city attorney reviewed the Homeowner's Association Documents for completeness.

#### ATTACHMENTS:

- 1 Proposed development agreement
- 2 Final plat
- 3 Site plan from 12/16/99
- 4 Staff report from 12/16/99
- 5 Resolution 99 - 05 approving final plat
- 6 Ordinance 99 - 03 approving rezoning from R-1 to PUD
- 7 Resolution 99 - 06 approving variance of 10 feet in the rear yard setback

#### ACTION REQUESTED:

Summary of actions requested from city administrator

Questions from the council to the staff

Comments from the developer (if desired)

If approval desired, move to approve the following at one time:

Development agreement

Resolution 99 - 05

Ordinance 99 - 03

Resolution 99 - 06

If these do not receive a 4/5 vote as a single motion, the motion will fail.

**DEVELOPMENT CONTRACT  
AND PLANNED UNIT DEVELOPMENT**

**QUESTWOOD**

**AGREEMENT** dated \_\_\_\_\_, 1999, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation ("City"), and **MASTERPIECE HOMES, INC.**, a Minnesota corporation (the "Developer").

**WHEREAS**, the Developer has asked the City to approve a plat of land owned by it to be known as **QUESTWOOD** (also referred to in this Agreement as the "plat"). This land is situated in the City of Falcon Heights, County of Ramsey, State of Minnesota, and legally described on the attached Exhibit "A;"

**AND WHEREAS**, the City has approved the plat on condition that the Developer enter into this Development Contract and comply with the terms.

1. **REPRESENTATION BY DEVELOPER.** The Developer represents to the City that the proposed plat and the development, as defined in paragraph 5, complies with all City, County, Metropolitan, State, and Federal laws and regulations, including but not limited to: Planned Unit Development Ordinances, Subdivision Ordinances, Zoning Ordinances, and Environmental Regulations. The Developer agrees to comply

with such laws and regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow any construction or development work in the plat until there is compliance. The Developer further represents to the City that the plat is not of "metropolitan significance" and that an environmental assessment worksheet, environmental impact statement, or the like is not required. If the City or another governmental entity or agency determines, however, that such a review is needed, the Developer shall prepare it and reimburse the City for all expenses, including staff time and attorney's fees, that the City incurs in assisting in the preparation of the review.

**2. CONDITIONS OF PLAT APPROVAL.** The City hereby approves the plat and Planned Unit Development on condition that the Developer enter into this Contract, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within 100 days after the City Council approves the final plat.

**3. RIGHT TO PROCEED.** Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat has been recorded with the Ramsey County Recorder's Office, and 4) the City 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 Contract, 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 Contract to the contrary, to the full extent permitted by state law the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

**5. PLANNED UNIT DEVELOPMENT APPROVAL.** The City hereby grants approval to the Planned Unit Development (identified as Plans A through E in paragraph 6 of this Agreement (the "Development")); subject to approval of the Findings of Fact and compliance with the terms and conditions of this Agreement. The City agrees to approve the Development provided the Development is consistent with the conditions herein and all other City requirements which are in effect, subject to the provisions of paragraph 4 of this Agreement.

The specific conditions and requirements of this proposal are the plans identified as Questwood Development and the following:

- A. The site shall be developed in accordance with the site plan dated 12/16/98.
- B. The single family unit to be platted as Lot 11, Questwood shall be part of the PUD and governed by this Agreement.
- C. Developer agrees and Homeowner Association documents shall restrict the speed limit on the private road located in Outlot A to 15 miles per hour.
- D. Developer agrees and Homeowner Association documents shall not permit the private road located in Outlot A to become a public road in the future.
- E. No structures or additional impervious surface shall be added to the plat, except the structures and paving identified in the preliminary plan.

- F. The Developer shall provide water access for a public fire hydrant at a location designated by the City and no building permit will be issued until the necessary water access has been provided.
- G. For final platting, an easement is necessary for drainage and utilities over all of Lots 12 and Outlot A, and an easement for the proposed private drive shall be provided to the City for ingress and egress purposes over all of Outlot A.
- H. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications. The Developer shall also submit one complete set of reproducible construction plans on mylar.

The requirements of the City's Zoning Ordinance, Planned Unit Development Ordinance, and Subdivision Ordinance, as may be amended from time to time, shall apply to the Development.

6. **DEVELOPMENT PLANS.** The plat shall be developed in accordance with the following plans. The plans shall not be attached to this Contract. With the exception of Plans A, D and E, the plans may be prepared, subject to City approval, after entering the Contract, but before commencement of any work in the plat. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

Plan A--Plat

Plan B--Final Grading, Development, and Erosion Control Plan

Plan C--Plans and Specifications for Private Improvements

Plan D--Site Plan dated 12/16/98

Plan E--Tree Preservation Plan

7. **IMPROVEMENTS.**

A. Private Improvements. The Developer shall install in accordance with City ordinances, including the City's zoning ordinance, concerning erosion and drainage, and standards, and shall pay for the following:

- 1) Site Grading
- 2) Setting of Iron Monuments
- 3) Surveying and Staking
- 4) Private Storm Sewer System
- 5) Gas, Electric, and Phone Utilities
- 6) Streets (private)
- 7) Sanitary Sewer
- 8) Watermain
- 9) Storm Sewer

8. **TIME OF PERFORMANCE.** The Developer shall install all required private improvements by November 30, 1999. 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.

9. **LICENSE.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the plat to perform all work and inspections deemed appropriate by the City in conjunction with plat development.

10. **EROSION CONTROL.** Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if they would

be beneficial. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. 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, the City may take such action as it deems appropriate to control erosion. 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 reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the letter of credit to pay any costs. No Certificates of Occupancy will be issued unless the plat is in full compliance with the erosion control requirements.

**11. GRADING PLAN.** The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan "B". The plan shall conform to City of Falcon Heights specifications.

Within thirty (30) days after completion of the grading and before the City releases the security, the Developer shall provide the City with an "as constructed" 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 "as constructed" 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, and installed "conservation area" posts, and c) lot corner elevations, and house pads. The City will withhold issuance of certificates of occupancy for any buildings in the plat until the approved certified

grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer.

The Developer must certify to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications.

**12. CLEAN UP.** The Developer shall daily clean dirt and debris from streets that has resulted from construction work by the Developer, its agents or assigns. Prior to any construction in the plat, the Developer shall identify in writing a responsible party for erosion control, street cleaning, and street sweeping.

**13. SECURITY.** To guarantee compliance with the terms of this agreement, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public and private improvements, and construction of all public and private improvements, the Developer shall furnish the City with a Letter of Credit or cash escrow ("security") in an amount equivalent to the bid amount submitted by a qualified bidder for all project costs associated with the items listed under Paragraph 7.A. The basis for the amount of the security is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Attorney. The security shall be for a term ending December 31, 1999. 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, without notice, for any violation of the terms of this Contract or if the security is allowed to lapse prior to the end of the required term. If the required public or private improvements are not completed at least thirty (30) days

prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City 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 security shall be retained until all improvements have been completed, all financial obligations to the City satisfied, and the required "as constructed" plans have been received by the City.

**14. PARK DEDICATION.** The Developer shall pay a cash contribution of \$8,000, in satisfaction of the City's park dedication requirements. The charge was calculated as follows: 10 units at \$800.00 per unit. The park dedication fee shall be paid per unit at the time application for a building permit is made for constructing the unit.

**15. OWNERSHIP OF IMPROVEMENTS.** Upon completion of the work and construction required to be done by this Agreement, the improvements lying within public easements shall be maintained in a manner deemed necessary by the City. The City will not maintain private utilities within public easements on site.

**16. WARRANTY.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of one (1) year after its completion and acceptance by the City. All landscaping, including but not limited to trees, bushes, shrubs, grass, and sod, shall be warranted to be alive, of good quality, and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer

shall cause to be posted maintenance bonds or other security acceptable to the City to secure the warranties.

**17. RESPONSIBILITY FOR COSTS.**

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

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

D. 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 Contract. 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.

E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year.

F. 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 connection charges, City sewer connection charges, and building permit fees.

**18. DEVELOPER'S DEFAULT.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, 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 48 hours in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

**19. MISCELLANEOUS.**

A. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its



option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Contract.

C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

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

E. Grading, curbing, and one lift of asphalt shall be installed on all public streets prior to issuance of any building permits.

F. If building permits are issued prior to the completion and 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, its contractors, subcontractors, materialmen, employees, agents, or third parties. 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.

G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. 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 Contract shall not be a waiver or release.

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

I. 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 \$1,000,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,000,000 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 signing the plat. The certificate shall provide that the City must be given ten (10) days advance written notice of the cancellation of the insurance.

J. 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.

K. The Developer may not assign this Contract 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.

L. 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 the development plans, or special conditions referred to in this Contract require to be constructed shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

**20. 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: 127 East County Road C, St. Paul, Minnesota 55117. 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: Falcon Heights City Hall, 2077 Larpenteur, Falcon Heights, Minnesota 55113.

**CITY OF FALCON HEIGHTS**

(SEAL)

BY: \_\_\_\_\_  
Sue Gehrz, Mayor

AND \_\_\_\_\_  
Susan Hoyt, City Administrator

**MASTERPIECE HOMES, INC.**

BY: \_\_\_\_\_  
Its

AND \_\_\_\_\_  
Its

STATE OF MINNESOTA )  
( ss.  
COUNTY OF DAKOTA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by Sue Gehrz, Mayor, and by Susan Hoyt, City Administrator, of the City of Falcon Height, 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 \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by \_\_\_\_\_ the \_\_\_\_\_ and \_\_\_\_\_ of MASTERPIECE HOMES, INC., a Minnesota corporation, on its behalf.

\_\_\_\_\_  
NOTARY PUBLIC

DRAFTED BY:

CAMPBELL KNUTSON  
*Professional Association*  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
(612) 452-5000  
AMP

FEE OWNER CONSENT  
TO  
DEVELOPMENT CONTRACT AND PLANNED UNIT DEVELOPMENT

\_\_\_\_\_ fee owners of all or part of the subject property, the development of which is governed by the foregoing Development Contract and Planned Unit Development, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this \_\_\_\_ day of \_\_\_\_\_, 1999.

PROPERTY OWNERS:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MINNESOTA )  
( ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

DRAFTED BY:

CAMPBELL KNUTSON  
*Professional Association*  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
(612) 452-5000  
AMP







EXHIBIT "A"  
TO  
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted:

Lot 4, Clark's 5 Acre Lots, Ramsey County, Minnesota

EXHIBIT "B"  
TO  
DEVELOPMENT CONTRACT

Irrevocable Letter of Credit

No. \_\_\_\_\_

Date: \_\_\_\_\_

TO: City of Falcon Heights  
2077 W. Larpenteur Ave.  
Falcon Heights, Minnesota 55113

Dear Sir or Madam:

We hereby issue, for the account of \_\_\_\_\_ (Name of Developer) 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 \_\_\_\_\_, 19\_\_\_\_, of \_\_\_\_\_ (Name of Bank) \_\_\_\_\_";
- b) Be signed by the Mayor or City Administrator of the City of Falcon Heights.
- c) Be presented for payment at \_\_\_\_\_ (Address of Bank) \_\_\_\_\_, on or before 4:00 p.m. on November 30, 19\_\_\_\_.

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 Falcon Heights 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: Falcon Heights City Administrator, Falcon Heights City Hall, 2077 West Larpenteur Ave., Falcon Heights, MN 55113 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 \_\_\_\_\_

CERTIFICATE OF INSURANCE

**PROJECT:**

**CERTIFICATE HOLDER:** City of Falcon Heights  
2077 W. Larpenteur Ave.  
Falcon Heights, Minnesota 55113

**INSURED:**

**ADDITIONAL INSURED:** City of Falcon Heights

**AGENT:**

**WORKERS' COMPENSATION:**

Policy No. \_\_\_\_\_

Effective Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Insurance Company:

**COVERAGE - Workers' Compensation, Statutory.**

**GENERAL LIABILITY:**

Policy No. \_\_\_\_\_

Effective Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Insurance Company:

Claims Made

Occurrence

**LIMITS: [Minimum]**

Bodily Injury and Death:  
\$500,000 for one person

\$1,000,000 for each occurrence

Property Damage:  
\$200,000 for each occurrence

-OR-

Combination Single Limit Policy

\$1,000,000 or more

**COVERAGE PROVIDED:**

Operations of Contractor: YES

Operations of Sub-Contractor (Contingent): YES

Does Personal Injury Include Claims Related to Employment? YES

Completed Operations/Products: YES

Contractual Liability (Broad Form): YES

Governmental Immunity is Waived: YES

Property Damage Liability Includes:

Damage Due to Blasting	YES
Damage Due to Collapse	YES
Damage Due to Underground Facilities	YES
Broad Form Property Damage	YES

**AUTOMOBILE LIABILITY:**

Policy No. \_\_\_\_\_

Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Insurance Company:

(X) Any Auto

**LIMITS: [Minimum]**

Bodily Injury:

\$500,000 each person	\$1,000,000 each occurrence
-----------------------	-----------------------------

Property Damage:

\$500,000 each occurrence

-OR-

Combined Single Limit Policy: \$1,000,000 each occurrence

**ARE ANY DEDUCTIBLES APPLICABLE TO BODILY INJURY OR PROPERTY DAMAGE ON ANY OF THE ABOVE COVERAGES:**

If so, list: Amount: \$ \_\_\_\_\_

[Not to exceed \$1,000.00]

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL TEN (10) DAYS WRITTEN NOTICE TO THE PARTIES TO WHOM THIS CERTIFICATE IS ISSUED.

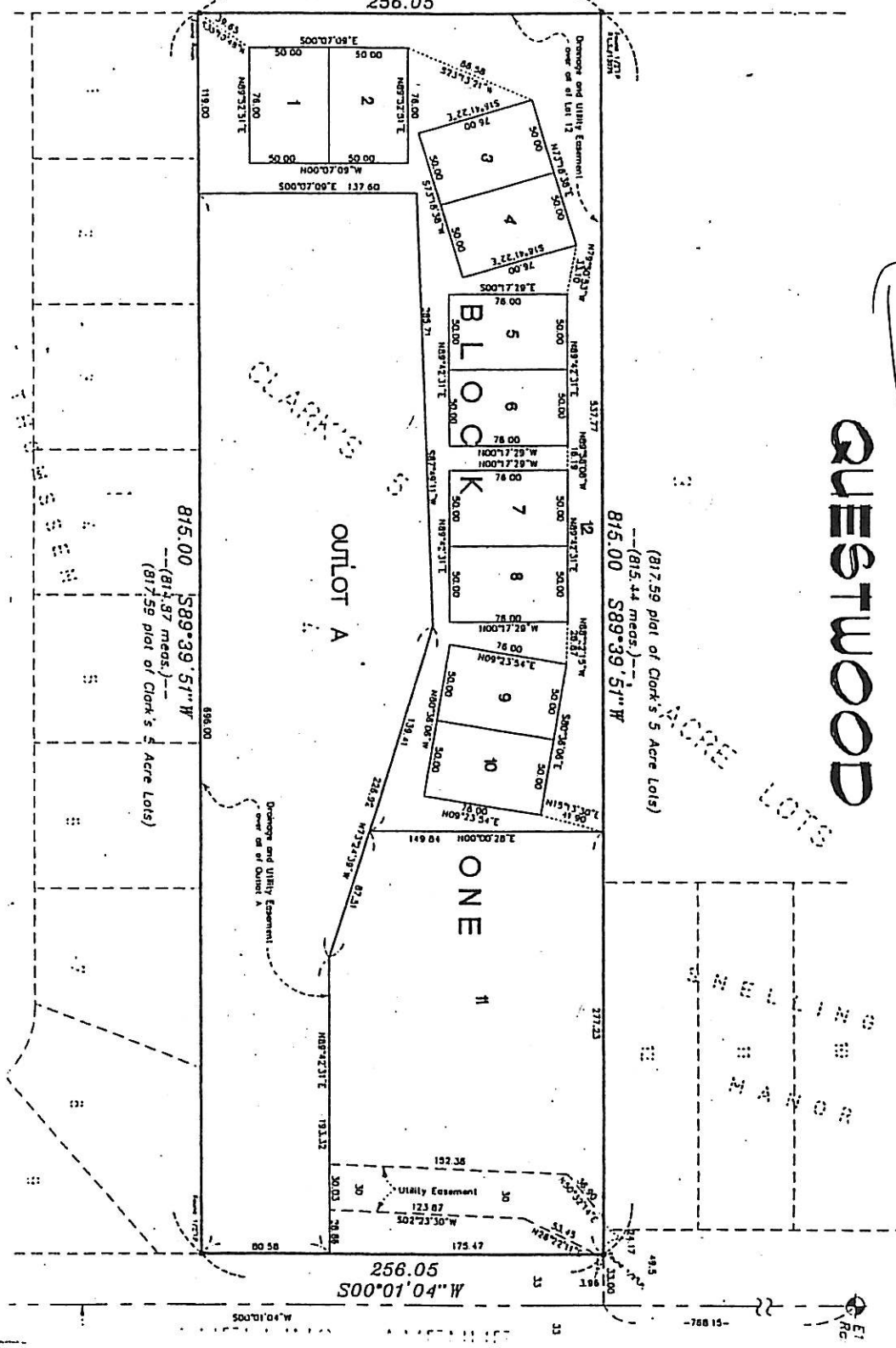
Dated at \_\_\_\_\_

On \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

ANNIE L. HENDRICKSON'S ACRE LOTS

(255.98 meas.)  
N00°01'04" E  
256.05



Final

QUESTWOOD

(817.44 meas.)  
815.00 S89°39'51" W

(817.59 meas.)  
815.00 S89°39'51" W

256.05  
S00°01'04" W



**PRELIMINARY PLAT**  
**of**  
**QUESTWOOD**  
**FOR MASTERPIECE HOMES**  
 127 East Co. Rd. C  
 St. Paul, Minnesota  
 Phone: 484-3244



**SCALE: 1"=30'**

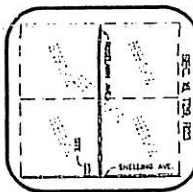
1 FOOT CONTOUR INTERVAL

**TREE DETAIL**

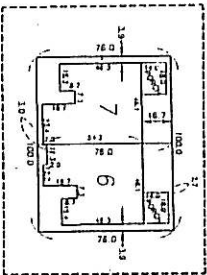
SHOWS THE SIZE & KIND  
 SHOWS THE QUANTITY  
 SHOWS THE TYPE

**LEGEND**

- SHOWS UNIT NO.
- SHOWS SQ. FT. FLOOR
- SHOWS PER. FLOOR
- SHOWS UNIT TYPE
- SHOWS SPACE TYPE
- SHOWS PATIO/DECK TYPE
- SHOWS DRIVEWAY TYPE
- SHOWS DRIVEWAY WIDTH
- SHOWS DRIVEWAY TYPE
- SHOWS DRIVEWAY WIDTH
- SHOWS DRIVEWAY TYPE
- SHOWS DRIVEWAY WIDTH



**NO SCALE VICINITY MAP**



**TYPICAL LOT**

**GARDEN AVENUE**

**SNELLING AVENUE**

**PONDING**

**PRIVATE DRIVE**

**1.09 ACRES**

**LEGAL DESCRIPTION:**  
 Lot 4, Clark's 5 Acre Lots, Ramsey County Minnesota.

**TOTAL DENSITY**  
 11 PROPOSED UNITS ON 4.79 ACRES  
 DENSITY = 2.3 UNITS/ACRE

**TOWNHOUSE DENSITY**  
 10 PROPOSED UNITS ON 3.73 ACRES  
 DENSITY = 2.68 UNITS/ACRE

**CERTIFICATION**

I, the undersigned, being a duly licensed Professional Engineer in the State of Minnesota, do hereby certify that the above is a true and correct copy of the original as shown to me by the applicant.

*[Signature]*  
 11-23-98

Job No. 98-04-PP

**EXHIBIT 1 SCANS, INC.**  
 1111 Hennepin Avenue, Suite 100  
 Minneapolis, MN 55402  
 Phone: 612-338-1111

POLICY 2  
12/16/1998

ITEM: Request for a rezoning from R-1 to Planned Unit Development (PUD) and approval of a preliminary plan for the Questwood Townhome Development at 1859 North Snelling Drive

SUBMITTED BY: Mr. Gordy Howe, Masterpiece Homes  
(purchasing from the property owners Mr. and Mrs. Wallin)

REVIEWED BY: Susan Hoyt, City Administrator  
Roger Knutson, City Attorney  
Terry Maurer, City Engineer  
John Uban, Planner, DSU  
Terry Iverson, Fire Marshal

EXPLANATION/DESCRIPTION:

Summary and action requested. The city council is being asked to consider approval of a preliminary PUD plan which requires a rezoning of 4.79 acres from single family to planned unit development (PUD) to construct ten townhome units and keep the single family home on the site. The planning commission held a public hearing on the preliminary PUD plan on Tuesday, December 7, 1998 and unanimously approved the preliminary PUD with conditions. The planner's report discusses the unique characteristics and requirements of a PUD. The city has up to a maximum of 120 days to decide on this planning request, which was received on November 1, 1998. If no decision is made within this time frame, the project is automatically approved. The planning consultant and city engineer find that the proposed development meets the requirements of the city's comprehensive plan and PUD requirements and recommend approval of the preliminary PUD plan.

Key points.

- Developing this site for single family homes would not require a zoning change from R-1. An R-1 subdivision would need to meet the requirements in the city's ordinances governing a single family development and go through the planning commission and city council for subdivision approvals. The city requires 10,000 square feet for a single family lot.
- Size of site 4.79 acres; 2.24 acres (46.8%) of project area is open space;
- 11 units total - 10 single townhomes in 5 structures and 1 existing single family home
- Proposed units are 22 feet high with look-out views; 3,508 square feet on two floors
- Price range for townhome units is estimated in \$300,000 plus range



- Anticipate about 22 residents, 'empty nesters' and perhaps 2 to 3 adult children
- Density is 2.3 units per acre, comprehensive plan permits 4 units per acre
- Access to townhomes is off of Snelling Drive on a private road 28 feet wide and 706 feet in length; traffic engineering standards estimate an additional 59 vehicle trips on Snelling Drive
- Several trees are currently on the site and 85 of them will be transplanted to new locations on the site.
- Utilities will be provided with easements for access for maintenance and repair. Sanitary sewer is connected to the city and water service is reviewed and connected by St. Paul Water Utility.
- The property use is consistent with single family residential use to the north along Snelling Drive and to the south along Garden Avenue. The University of Minnesota Agricultural fields are to the west and north of the site. The University has no plans to change the use of this site from agricultural to other uses. These are active agricultural research plots where pesticides are sprayed three times in the spring of the year and equipment is used to plant and plow the fields.
- The townhome units would be managed through a townhome association.
- The developer met with the abutting neighbors to the site including the University of Minnesota. Modifications in the layout of the structures and the drainage system on the north edge of the site were made as a result of these meetings.
- The fire marshal is requesting an additional public fire hydrant on Snelling Drive be considered at the same time as this development because the distance between the existing hydrants on Snelling Drive and Garden is over 700 feet rather than 400 feet.
- Exceptions with the PUD include a variance in the length of the cul de sac from 400 feet in the code to 706 feet and a variance in the rear yard setback for some of the structures on the north edge of the property because the rear of eight of the ten covered porches is setback less than 30 feet from the rear property line.
- The proposed development is over 4 acre as in area and, therefore, is subject to a financial contribution under the city's park dedication for a new development.
- If approved by a 4/5 vote of the city council, the PUD plan becomes the 'zoning code' for the site. Changes in the PUD plan after construction require approval by a 4/5 vote of the city council unless it is a minor modification to an existing building or structures (not to exceed 10% in volume) that can be authorized by the planning commission.

- The developer built a development that he describes as similar at Lakeview Court on County Road E2 on Snelling Drive in Arden Hills.

### The process

- Whereas, the city, as a public entity, may choose to hold meetings and discussions on a proposed public improvement project with community members and potentially affected property owners months, or even years, before a project is considered or approved by the city council, private property owners are not using public funds when they consider various development or building plans on their property. Therefore, private property owners have the right to consider different land use, development and building options on their property without interference from the city and without any consultation from potentially affected property owners until the property owner requires action from the city on the proposed plans.
- Typically a private property owner interested in developing or building on his or her property approaches the city for information regarding zoning requirements to see if the plans conform to the city's zoning code.
- Once the property owner or developer becomes more serious about an idea, he or she typically consults with the city staff to determine whether the plans he or she is considering are in keeping with the city's intentions for the community including conformance to the comprehensive plan. Often, although not always, if the plans are not consistent a developer will not spend the money to proceed with plans that do not conform to the city's comprehensive plan.
- Once a developer submits a formal and completed application for a development, the city collects an escrow payment and has the plans reviewed by the appropriate consultants at the developer's expense. The city has 60 days to act on the application with a possible extension of an additional 60 days. If the city doesn't act on the application, the application is automatically approved.
- The city staff, developer, planning and engineering consultants meet to review the plans and to suggest any modifications necessary to make them better.
- When the consultants and staff have fully reviewed the plans, a public hearing is then scheduled before the planning commission with a notice published in the Focus news. Notices are also sent to the property owners within 350 feet of the proposed development ten days before the hearing.
- The planning commission holds the hearing and approves, disapproves or asks for changes in the plans.
- The city council takes final action on the plans. The PUD must pass by a 4/5 vote.

- The application for a PUD for Questwood were submitted in complete form to the city on November 1, 1998.

#### Comments from neighbors of the property

The city administrator spoke with three abutting property owners about the project. All persons calling with an interest in the project were mailed a copy of this report, a site plan and the developer's statement.

- The neighbor to the south of the site on Garden Avenue wants assurances in the plan that the green area to the south of the proposed cul de sac will remain open space and not be used for other structures including accessory structures. (The plan currently calls for open space along the southern edge of the property including the ponding area.)
- The neighbor directly to the north of the site on Snelling Drive and adjacent to the existing single family home wants assurances that the plan does not provide for the redevelopment of the single family property into townhome units. If approved, the single family home becomes part of the PUD and will be subject to more stringent development conditions, including sideyard setbacks, than if it were to remain R-1. Ms. Harris confirmed these concerns at the public hearing. (A letter from Ms. Harris is in the materials.)
- The University of Minnesota expressed an interest in minimizing the drainage onto the site. The site currently drains onto the university property and the drainage should not increase. It will be distributed through 200 feet of tiling on the north edge of the site. University officials are also very concerned that future residents of the townhomes understand that they are purchasing property adjacent to a working agricultural research fields where pesticides are sprayed three times during the month of June and heavy equipment plants and plows on the fields. This activity is necessary to make the fields useful for agricultural research and it will take place just on the other side of the 15 foot wide field road from the units. The university plans to post a sign noting that this activity takes place in several locations around the fields. The university would welcome more trees along the northern edge of the property to buffer the fields from the planned townhomes.
- A resident along St. Mary's Avenue called with an interest in the amount of increased traffic as a result of the proposed development. The additional traffic volume on Snelling Drive is estimated at 59 trips a day.
- At the public hearing before the planning commission, most residents raised concerns about the traffic speeds and traffic enforcement along Snelling Drive and Snelling Avenue.
- The planning commission minutes from December 8, 1998 summarize comments from persons who spoke at the public hearing.

## Recommendation

The planning commission approved the resolution on the Questwood PUD. The city's planning consultant and engineer reviewed the plans for consistency to the city's comprehensive plan, ordinances and accepted development and found the proposal to be consistent with all of these. The recommendation is to approve the rezoning to a PUD and the preliminary plan as submitted with specific requirements:

- Masterpiece homes submit a development agreement and timetable
- The single family unit be part and governed by the PUD plan.
- The variance be granted for rear yard setbacks for covered porches as needed and described in the plan.
- The variance be granted for length of the cul de sac form 400 feet due to unique circumstances governing the development of this site.
- The private road be platted as an easement with access for public use when needed.
- The townhome association not be permitted to turn the private road over to a public road at any future date.
- No new structures or paving be allowed except as identified in the preliminary plan.
- The developer work with the city to provide water access for an additional public fire hydrant, if feasible from an engineering analysis.
- The developer work with the city to generally satisfy park dedication requirements prior to receiving approval for the Final plan.

## ATTACHMENTS:

- 1 Location map of the proposed PUD
- 2 Site plan for the proposed PUD
- 3 Planner's report
- 4 Engineer's report
- 5 Fire marshal's request for additional public hydrant
- 6 Developer's description of the project
- 7 Letter from Ms. Pam Harris, 1865 North Snelling Drive
- 8 Planning Commission Minutes, December 8, 1998
- 9 Findings required for approving a PUD in the city

- 10 Resolution finding that the proposed PUD meets the requirements set forth in the city's PUD ordinance with approval contingent on listed criteria
- 11 Section of PUD ordinance governing final approval and implementation of a PUD after development

**ACTION REQUESTED:**

- Introduction (city administrator)
- Report from the planner (John Uban of Dahlgren, Shardlow and Uban)
- Summary of neighbors comments/questions to date (city administrator)
- Developer's presentation (Gordy Howe)
- Questions from the city council to staff and consultants
- Comments from the public
- Discuss the proposal and resolution on findings
- Recommend action

No. 99-05

CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION

Date: February 5, 1999

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A RESOLUTION APPROVING THE FINAL PLAT OF QUESTWOOD

WHEREAS, the final plat for the Questwood Development meets the requirements of the preliminary plan approved by the city council on December 16, 1999; and

WHEREAS, the preliminary plan for the Questwood Development meets the requirements of the city's Planned Unit Development Ordinance; and

WHEREAS, the conditions governing the final approval of the preliminary plan have been met in the final plat and in the development agreement; and

THEREFORE, BE IT RESOLVED, that the city council of Falcon Heights approved the final plat for the Questwood Development.

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Moved by: \_\_\_\_\_

Approved by: \_\_\_\_\_

Mayor

February 10, 1999

Date

GEHRZ \_\_\_\_ In Favor

GIBSON TALBOT

HUSTAD \_\_\_\_ Against

JACOBS

KUETTEL

Attested by: \_\_\_\_\_

City Clerk

February 10, 1999

Date

No. 99-03

CITY OF FALCON HEIGHTS  
O R D I N A N C E

Date: February 10, 1999

AN ORDINANCE OF THE CITY OF FALCON HEIGHTS, MINNESOTA  
REZONING CERTAIN PROPERTY FROM R-1, ONE-FAMILY RESIDENTIAL  
TO PLANNED UNIT DEVELOPMENT

THE CITY COUNCIL OF THE CITY OF FALCON HEIGHTS ORDAINS:

SECTION 1. Chapter 9 of the Falcon Heights City Code is hereby amended to rezone to Planned Unit Development in accordance with the Planned Unit Development Agreement on file in the city administrator's office dated February 10, 1999, certain property located within the City of Falcon Heights, County of Ramsey, State of Minnesota, and legally described as:

Lot 4, Clark's 5 Acre Lots, Ramsey County, Minnesota to be platted as QUESTWOOD

SECTION 2. The Zoning Map of the City of Falcon Heights referred to and described in Chapter 9 shall not be republished to show the aforesaid rezoning, but the Zoning Administrator or designee shall appropriately mark the Zoning Map on file in the city administrator's office for the purpose of indicating the rezoning provided for in this ordinance and all of the notations, references, and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION 3. This ordinance shall be effective immediately upon its passage and publication according to law.

PASSED AND ADOPTED this 10th day of February, 1999, by the city council of the City of Falcon Heights.

Moved by: \_\_\_\_\_

GEHRZ \_\_\_\_\_ In Favor  
GIBSON TALBOT  
HUSTAD \_\_\_\_\_ Against  
JACOBS  
KUETTEL

Approved by: \_\_\_\_\_

Mayor  
February 10, 1999  
Date

Attested by: \_\_\_\_\_

City Clerk  
February 10, 1999  
Date

CITY OF FALCON HEIGHTS  
CITY COUNCIL RESOLUTION

Date: February 10, 1999

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RESOLUTION APPROVING A VARIANCE FOR THE QUESTWOOD TOWNHOMES

On February 10, 1999, the Falcon Heights city council granted the following variance request for Questwood Townhomes, legally known as Lot 4, Clark's 5 acre lots, Ramsey County, Minnesota:

Chapter 9-4.01 subd. 4 (c) requiring a thirty foot rear yard setback in an R-1 zoning district.

A variance of up to ten feet to allow the construction of attached porches at a rear yard setback of twenty feet or more where a minimum of thirty feet is required in the zoning code, as designated in the preliminary plan approved by the City Council on December 16, 1998.

The city council adopted the following findings for granting the variance:

- a. That the granting of the variance will not be detrimental to the public welfare;
- b. That the granting of the variance will not substantially diminish or impair property values or improvements in the area;
- c. That the granting of the variance is necessary for the preservation and enjoyment of substantial property rights;
- d. That the variance will not impair an adequate supply of light and air to adjacent property.
- e. That the amended variance will not impair the orderly use of the public streets;
- f. That the variance will not increase the danger of fire or endanger the public safety;
- g. That a particular hardship, as distinguished from mere inconvenience to the owner, would result if the strict letter of the chapter were carried out;



- h. That the variance is not sought principally to increase financial gain of the owner of the property and that a substantial hardship to the owner would result from a denial of the variance.

This variance was incorporated into the Planned Unit Development (PUD) preliminary plat approved by the Planning Commission on December 8, 1998 and by the City Council on December 16, 1998.

Moved by: \_\_\_\_\_

Approved by: \_\_\_\_\_

Mayor

February 10, 1999

Date

GEHRZ  In Favor

GIBSON TALBOT

HUSTAD  Against

JACOBS

KUETTEL

Attested by: \_\_\_\_\_

City Clerk

February 10, 1999

Date