

City Council Meeting

Monday, August 18, 2025 6:00 PM

Agenda

Pledge of Allegiance

1 Approve or Amend Agenda

2 Sheriff's Report

3 Consent Agenda

Those items on the Council Agenda which are considered routine or noncontroversial are included as part of the Consent Agenda. Unless a Councilmember specifically requests that an item on the Consent Agenda be removed and considered separately, items on the Consent Agenda are considered under one motion, second and vote. Any item removed from the consent agenda shall be placed at the end of General Business.

3.1 Minutes of the August 4th, 2025, City Council Meeting

3.2 Approve Payment of Claims (Bills) as Presented.

3.3 Resolution 2025-28 A Resolution Approving Transfer of Local Board of Appeal and Equalization Duties to Scott County

3.4 Q2 Financial Reports

3.5 Approve Updated Development Agreement for The Yellowstone of Credit River 3rd Addition

4 Open Forum

The public forum is intended to afford the public an opportunity to address concerns to the Council. The public forum will be no longer than 30 minutes in length and each presenter will have no more than five (5) minutes to speak. Topics of discussion are restricted to local governmental topics rather than private or political agendas. The Council may discuss but will not take formal action on public forum presentations.

5 Presentation(s)

6 Public Hearing(s)

7 General Business

7.1 Holmen 2nd Addition Final Plat

7.2 Yellowstone 4th Addition Final Plat

a. Resolution 2025-29 Approving a Final Plat for a Development Known as Yellowstone of Credit River Fourth Addition

b. Development Agreement for Yellowstone Fourth Addition

7.3 Scott County Ditch 4 Abandonment Discussion

7.4 City Clerk position recommendation

7.5 Approval of Lease Agreement with Krueger Properties for Office and Equipment Storage Space

7.6 2026 General Fund & Debt Service Discussion

8 Staff and Council Member Reports

9 Adjourn



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 18, 2025

SUBMITTED BY: City Admin, Clerk

ITEM TYPE: Agenda Report

AGENDA SECTION: Consent Agenda

SUBJECT: Minutes of the August 4th, 2025, City Council Meeting

SUGGESTED ACTION: Approve the Minutes of the August 4th, 2025, City Council Meeting

ATTACHMENTS:

[Minutes 8.4.25 City Council Meeting.docx](#)

City Council Meeting

Monday, August 4, 2025 6:00 PM

Minutes

The Mayor called the meeting to order at 6:00 pm.

Present: Mayor Chris Kostik; Councilmembers Jay Saterbak, Leroy Schommer, Bill Markert, Abe Zanto

Absent: None

Also Present: City Administrator Steve Jelinski, City Attorney Peter Mikhail, , City Planner Chris Jensen, Sheriff Deputy Jeff Strack

Pledge of Allegiance

1 **Approve or Amend Agenda**

Item 7.2 should be an (a) and (b)

Motion to Approve Agenda with change, by Councilmember Schommer

Second: Councilmember Saterbak

Motion passed 5-0

2 **Sheriff's Report**

Deputy Strack reported nothing major last month. Lots of traffic violations. Nite to Unite is tomorrow and they will be out.

3 **Consent Agenda**

Those items on the Council Agenda which are considered routine or noncontroversial are included as part of the Consent Agenda. Unless a Councilmember specifically requests that an item on the Consent Agenda be removed and considered separately, items on the Consent Agenda are considered under one motion, second and vote. Any item removed from the consent agenda shall be placed at the end of General Business.

3.1 Approve the Minutes of the July 21, 2025, City Council Meeting

3.2 Approve Payment of Claims (Bills) and Transfer Requests as Presented

Motion to Approve Consent Agenda, by Councilmember Zanto

Second: Councilmember Schommer

Motion passed 5-0

4 **Open Forum**

The public forum is intended to afford the public an opportunity to address concerns to the Council. The public forum will be no longer than 30 minutes in length and each presenter will have no more than five (5) minutes to speak. Topics of discussion are restricted to local governmental topics rather than private or political agendas. The Council may discuss but will not take formal action on public forum presentations.

Mary Barsness (18764 Hobby Hills Circle) spoke in regards to weed spraying. Lives on two cul de sacs. Noticed that two weeks ago that her plants are dying. She saw that her plants were sprayed. She spoke to Councilmember Schommer. She has planters in the City's ROW.

She asks that the City not spray or at least be notified before spraying. She cited ordinance that states the homeowner is responsible for weeds in ROW.

Corey Tate (9801 185th St E) spoke to the Council about making sure that employees of City Hall are safe. She said employees don't feel safe. She thinks we need to do upgrades and do tests to make sure people are safe when they're working here.

5 Presentation(s)

There were none.

6 Public Hearing(s)

There were none.

7 General Business

7.1 Scott County Trail Maintenance Agreement

Administrator Jelinski gave background for the contract to the Council. Councilmembers discussed the trails and asked questions about the trails and the contract.

Motion to sign the Scott County Trail Maintenance Agreement, by Councilmember Schommer

Second: Councilmember Saterbak

Motion passed 4-1 (Markert dissenting)

7.2 (a) Resolution 2025-27 Resolution Approving the Final Plat for a Development Known as Yellowstone of Credit River Third Addition

City Planner Jensen gave background on the project. Administrator Jelinski advised that there were two requests from the developer to change the date of mostly completed to October 2026 rather than 2025, and a reduction of their letter of credit. City Engineer Nelson did not have an issue with extending the date, but has not had time to review the letter of credit reduction yet as it was just submitted today.

Motion to approve Resolution 2025-27 with conditions, by Markert

Second: Councilmember Saterbak

Motion passed 5-0

(b) Developer's Agreement for Yellowstone of Credit River Third Addition
Attorney Mikhail advised that in order to change any dates or amounts of letter of credit would need to be made here at the Council level.

Motion to approve the Developer's Agreement with the change of date to October 31, 2026 and leave the Letter of Credit as is, by Councilmember Saterbak

Second: Councilmember Schommer

Motion passed 5-0

7.3 Resolution 2025-26 Resolution Approving Support for a Sewer and Water Extension Project G.O. Bonding Bill Request

Administrator Jelinski gave background about the bonding request that submitted in June of 2020. He provided the amounts of the projects, different ways that we can receive the bonding amount, and that this is a first step to also receiving support from the SCALE group and the County, which will help strengthen the application. Councilmembers discussed the pros and cons of the resolution, the project itself, and asked questions about the process and the possible project.

Motion to approve the resolution of support by Councilmember Saterbak

Second: Councilmember Schommer

Motion passed 3-2 (Markert & Zanto dissenting)

7.4 SCALE Legislative Priority Planning

Mayor Kostick advised that SCALE is beginning their priorities. They are asking cities to make sure they are still ok with the priorities. Councilmembers discussed what priorities were listed and what could be added.

Motion to accept the SCALE priorities, add Credit River's Bonding Bill request, and add Unfunded Mandates to the priority list by Mayor Kostick

Second: Councilmember Schommer

Motion passed 5-0

7.5 Consider Directing City Administrator to Solicit Quotes for Air, Water, Soil, and Percolation Tests at City Hall

Administrator Jelinski gave background on the agenda item that there was previous discussion about doing tests, but no official direction. There were safety issues discussed by employees and residents.

Councilmembers discussed the different options for testing. What was priority and what could wait for quotes.

Motion to (1) direct the City Administrator to hire an environmental services firm to test the air and water in City Hall; (2) to solicit quotes for a septic design & feasibility plan for current City Hall location (Bohn was suggested by City Engineer for this work); and (3) solicit quotes from an environmental services firm to test the cement slab of City Hall as well as test the soil underneath City Hall, by Councilmember Saterbak

Second: Councilmember Markert

Motion passed 5-0

7.6 Resolution 2025-25 Resolution Authorizing Contract with Interested Officer

Administrator Jelinski gave information regarding an increase in fees to ditch mowing services for Councilmember Schommer. An increase in fees would necessitate a new resolution for fees.

Councilmembers discussed ditch mowing services. Per City Attorney Mikhail, Councilmember Schommer would need to abstain from this agenda item-both discussion and voting.

Motion to table this agenda item and request quotes for ditch mowing, by Councilmember Markert

Second: Councilmember Zanto

Motion passed 3-1 (Kostick dissenting) (Schommer abstained)

8 Staff and Council Member Reports

City Attorney Mikhail - none

City Administrator Jelinski – none

Councilmember Zanto - none

Councilmember Schommer – Was able to get roads opened up from storms

Mayor Kostik – Nite to Unite is tomorrow night

Councilmember Saterbak – none

Councilmember Markert – Had questions about budget numbers

City Engineer Nelson – Advised that the turn lane project is behind because of weather

9 Closed Session

Motion to go into Closed Session, by Councilmember Zanto

Second: Councilmember Schommer

Motion passed 5-0

Motion to close the Closed Session, Councilmember Zanto

Second: Councilmember Schommer

Motion passed 5-0

No action taken in Closed Session

10 Adjourn

Motion to Adjourn, by Councilmember Zanto

Second: Councilmember Schommer

Motion passed 5-0

Meeting adjourned at 8:15 pm.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 18, 2025

SUBMITTED BY: Lucas Chase, Finance

ITEM TYPE: Agenda Report

AGENDA SECTION: Consent Agenda

SUBJECT: Approve Payment of Claims (Bills) as Presented.

SUGGESTED ACTION: Approve Claims for Payments - See Attached
No Transfer Request this meeting

ATTACHMENTS:
[Check Summary Council Meeting Aug 18 2025.pdf](#)

CREDIT RIVER TOWNSHIP

08/14/25 1:00 PM

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***Check Summary Register©**

Batch: 081325PAY

	Name	Check Date	Check Amt	
10100	Anchor Bank			
12815	BUCKINGHAM	8/14/2025	\$77.91	Quarterly trash service
12816	CHORES AND MORE BY HEIDI IN	8/14/2025	\$90.00	City Hall cleaning service 07/22/25
12817	CliftonLarsonAllen LLP	8/14/2025	\$10,248.00	Interim accounting assistance, July 2025
12818	COLLINS TREE CARE, INC	8/14/2025	\$4,900.00	Remove storm damaged trees - 169th/167th by
12819	ECM PUBLISHERS INC	8/14/2025	\$41.62	Aug 21 PH 18525 Texas Ave IUP
12820	GOPHER STATE ONE CALL	8/14/2025	\$33.75	Utility locates - 25 billable tickets
12821	KENNEDY & GRAVEN, CHARTER	8/14/2025	\$7,181.00	General legal
12822	MARC AND ELIZABETH BAER	8/14/2025	\$50.00	Replace mailbox damaged during winter plow
12823	MARKS BOBCAT SERVICE, INC.	8/14/2025	\$3,562.65	Mowing Town Hall and parks grass
12824	MIKES SEPTIC SERVICE	8/14/2025	\$475.00	City Hall holding tank pump
12825	MORE IT	8/14/2025	\$770.49	MO 365 subscriptions and IT support
12826	NATURAL SYSTEMS UTILITIES M	8/14/2025	\$600.00	New home STEP - 21212 Ridgewood Trail
12827	SCOTT SOIL & WATER CONSV	8/14/2025	\$6,783.00	Erosion and Sediment Control Services 4/1/25
12828	U.S. BANK EQUIPMENT FINANCE	8/14/2025	\$343.46	Copier contract payment
12829	VERIZON WIRELESS	8/14/2025	\$38.38	City Administrator phone
12830	WH SECURITY	8/14/2025	\$39.99	City Hall Security - August 2025
		Total Checks	\$35,235.25	



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	August 18, 2025
SUBMITTED BY:	City Admin,Administrator
ITEM TYPE:	Agenda Report
AGENDA SECTION:	Consent Agenda
SUBJECT:	Resolution 2025-28 A Resolution Approving Transfer of Local Board of Appeal and Equalization Duties to Scott County
BACKGROUND:	There was discussion at the LBAE meeting this year to give up duties of the LBAE from the City and give them to Scott County. This resolution will transfer those duties for 2026 and going forward.
FINANCIAL IMPACT:	None
SUGGESTED ACTION:	Approve Resolution 2025-28 A Resolution Approving Transfer of Local Board of Appeal and Equalization Duties to Scott County
ALTERNATIVES:	Don't approve the Resolution and keep the LBAE duties within the City.
ATTACHMENTS:	2025-28 Resolution transferring LBAE duties to Scott County.docx

RESOLUTION NO. 2025-28

**CITY OF CREDIT RIVER
SCOTT COUNTY, MINNESOTA**

**RESOLUTION APPROVING TRANSFER OF LOCAL BOARD OF APPEAL AND EQUALIZATION
DUTIES TO SCOTT COUNTY**

WHEREAS, Minnesota Statute §274.01 determines a city has the power and duty of a board of appeal and equalization for the purpose of reviewing assessment and valuation of property in the city; and

WHEREAS, Minnesota Statute §274.01, Subd. 3, provides that a city may transfer its powers and duties of a board of appeal and equalization to the County Board; and

WHEREAS:

The City of Credit River holds its Local Board of Appeals and Equalization annually; and

WHEREAS:

The meetings have little participation from property owners; and

WHEREAS:

The Credit River City Council has discussed at a public meeting the benefits of transferring the Local Board of Appeals and Equalization duties to Scott County.

THEREFORE, BE IT RESOLVED, after proper public notice and discussion at a public meeting, the City Council of the City of Credit River hereby approves to transfer the duties of the Local Board of Appeals and Equalization to Scott County permanently.

Adopted this 18th day of August, 2025, on a motion by council member

_____, seconded by council member _____.

Motion carried _____.

ATTEST:

Chris Kostick, Mayor

Steve Jelinski, Deputy City Clerk



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	August 18, 2025
SUBMITTED BY:	Lucas Chase, Finance
ITEM TYPE:	Agenda Report
AGENDA SECTION:	Consent Agenda
SUBJECT:	Q2 Financial Reports
BACKGROUND:	Attached are the 2 nd Quarter Financial reports through June 30, 2025. The reports show that the City is close to budget projections, with the exceptions of building and zoning activity, which is more than budgeted as you can see by the revenues. Some transfer activity is a result of audit entries and actions taken earlier this year. Please feel free to contact Sue directly if you have any questions.
FINANCIAL IMPACT:	None-just informational
SUGGESTED ACTION:	Approve the Q2 Financial Reports
ATTACHMENTS:	CR2nd Qtr Financials.pdf

CITY OF CREDIT RIVER

2nd Quarter

Financial Preport

		2025	2025			
		Actual	Actual	YTD	YTD % of	
Account Number	Description	Adopted	6/30/2025	Variance	Budget	Comments
General Fund Revenues:						
100-00000-31000	Current Ad Valorem Taxes-Operating	\$ 1,092,061	\$ 580,891	\$ 511,170	53.19%	
100-00000-31001	Current Ad Valorem Taxes-Public Safety	1,008,286	527,794	480,492	52.35%	
100-00000-31810	Franchise Fees	23,000	4,692	18,308	20.40%	
100-00000-32000	Licenses and Permits	-	360	(360)	0.00%	
100-00000-32100	Business Licenses/Permits	4,500	-	4,500	0.00%	
100-00000-32150	Public Utilities	6,300	5,740	560	91.11%	
100-00000-32210	Building Permits	1,000	644	356	64.40%	
100-42400-32210	Building Permits	430,000	242,551	187,449	56.41%	
100-42400-32211	Permit State Surcharge	-	3,605	(3,605)	0.00%	
100-00000-33180	Federal Grant	-	-	-	0.00%	
100-00000-33400	State Grants and Aids	114,394	52,549	61,846	45.94%	
100-00000-34107	Assessment Searches	-	25	(25)	0.00%	
100-00000-34110	Building Permits Admin	750	-	750	0.00%	
100-00000-34111	Wetland Fee	3,000	375	2,625	12.50%	
100-00000-34112	Access Inspection Fee	1,500	1,400	100	93.33%	
100-41910-34120	Planning and Zoning	600	1,500	(900)	250.00%	
100-41910-34300	Highways and Street Charges	7,000	4,155	2,845	59.35%	
100-00000-36210	Interest Earnings	143,800	85,566	58,234	59.50%	
10-00000-36200	Miscellaneous Revenue	-	1,495	(1,495)	0.00%	
101-00000-39200	Trasfer from Other Fund	-	164,164	(164,164)	0.00%	
Total General Fund Revenues:		\$ 2,836,191	\$ 1,677,505	\$ 1,158,686	59.15%	
General Fund Expenditures:						
41000	Mayor & Council	45,480	19,352	26,128	42.55%	
41320	Administrator	302,885	159,150	143,735	52.54%	
41400	City Clerk	129,790	62,780	67,010	48.37%	
41410	Elections	1,000	1,396	(396)	139.65%	
41510	Treasurer/Finance	286,590	111,116	175,474	38.77%	
41550	Assessing	57,600	58,275	(675)	101.17%	
41910	Planning & Zoning	391,370	146,150	245,220	37.34%	
41940	City Hall	19,900	8,956	10,944	45.01%	
42100	Police	422,473	211,237	211,237	50.00%	
42150	Prosecution	-	-	-	0.00%	
42220	Fire	585,813	292,907	292,907	50.00%	
42400	Building Inspection	10,000	-	10,000	0.00%	
43000	Public Works (General)	43,800	21,172	22,628	48.34%	
43100	Highways, Streets & Roads	61,970	41,707	20,263	67.30%	
43121	Paved Streets	168,000	55,859	112,141	33.25%	
43122	Unpaved Streets	74,000	83,061	(9,061)	112.24%	
43125	Ice & Snow Removal	170,520	29,730	140,790	17.43%	
43150	Storm Drainage	50,000	21,331	28,669	42.66%	
45200	Parks	15,000	3,798	11,202	25.32%	
00000	Transfers	179,915	699,055	(519,140)	388.55%	
49000	Contingency Reserve	-	-	-	0.00%	
Total General Fund Expenditures:		\$ 3,016,106	\$ 2,027,032	\$ 989,074	67.21%	
Total Gen Fund Revs. Over/(Under) Expenditures:		\$ (179,915)	\$ (349,528)	\$ 169,612	194.27%	Use of Fund Balance if negative

CITY OF CREDIT RIVER

2nd Quarter

Financial Report

		2025	2025			
		Actual	Actual	YTD	YTD % of	
<u>Account Number</u>	<u>Description</u>	<u>Adopted</u>	<u>6/30/2025</u>	<u>Variance</u>	<u>Budget</u>	<u>Comments</u>
<u>Sprcial Revenue Funds</u>						
<u>202 Park Fund</u>						
	Revnues	\$ 29,500	\$ 31,041	\$ (1,541)	105.22%	More than expected building permits
	Expenses	52,000	-	52,000	0.00%	
Total Revs. Over/(Under) Expenditures:		(22,500)	31,041	\$ (53,541)	-137.96%	
<u>203 Lot Fees</u>						
	Revnues	\$ 6,600	\$ 1,301	\$ 5,299	19.71%	
	Expenses	-	164,164	(164,164)	0.00%	
Total Revs. Over/(Under) Expenditures:		6,600	(162,863)	\$ 169,463	-2467.61%	
<u>204 Turn Lane Fees Fund</u>						
	Revnues	\$ -	\$ 2,309	\$ (2,309)	0.00%	
	Expenses	294,726	291,397	3,329	98.87%	Operating transfer
Total Revs. Over/(Under) Expenditures:		(294,726)	(289,088)	\$ (5,638)	98.09%	

CITY OF CREDIT RIVER

2nd Quarter

Financial Report

		2025	2025	YTD	YTD % of	
		Actual	Actual	Variance	Budget	
<u>Account Number</u>	<u>Description</u>	<u>Adopted</u>	<u>6/30/2025</u>	<u>Variance</u>	<u>Budget</u>	<u>Comments</u>
<u>Debt Service Funds</u>						
<u>330 2015 GO Improvement Bonds Fund</u>						
	Revenues	\$ 76,362	\$ 38,566	\$ 37,796	50.50%	
	Expenses	150,913	149,200	1,713	98.86%	both bond payments have been made for the year
Total Revs. Over/(Under) Expenditures:		(74,551)	(110,634)	\$ 36,083	148.40%	
<u>340 2018 GO Improvement Bonds Fund</u>						
	Revenues	\$ 121,316	\$ 59,402	\$ 61,914	48.96%	
	Expenses	156,025	147,100	8,925	94.28%	both bond payments have been made for the year
Total Revs. Over/(Under) Expenditures:		(34,709)	(87,698)	\$ 52,989	252.67%	
<u>350 2021 GO Improvement Bonds Fund</u>						
	Revenues	\$ 136,758	\$ 70,241	\$ 66,517	51.36%	
	Expenses	153,515	142,970	10,545	93.13%	both bond payments have been made for the year
Total Revs. Over/(Under) Expenditures:		(16,757)	(72,729)	\$ 55,972	434.02%	

CITY OF CREDIT RIVER

2nd Quarter

Financial Report

		2025	2025	YTD	YTD % of	
		Actual	Actual			
<u>Account Number</u>	<u>Description</u>	<u>Adopted</u>	<u>6/30/2025</u>	<u>Variance</u>	<u>Budget</u>	<u>Comments</u>
	Capital Funds					
401 Capital Improvements Fund						
	Revenues	\$ 1,390,438	\$ 1,296,379	\$ 94,059	93.24%	Operating Transfer, rest of fund is running around 50% of budget
	Expenses	934,588	71,116	863,472	7.61%	
Total Revs. Over/(Under) Expenditures:		455,850	1,225,263	\$ (769,413)	268.79%	
440 Capital Improvements Fund						
	Revenues	\$ -	\$ 22	\$ (22)	0.00%	
	Expenses	-	-	-	0.00%	
Total Revs. Over/(Under) Expenditures:		-	22	\$ (22)	0.00%	

CITY OF CREDIT RIVER

2nd Quarter

Financial Report

		2025	2025	YTD	YTD % of	
Account Number	Description	Adopted	Actual 6/30/2025	Variance	Budget	Comments
Enterprise Funds						
601 SP/MH SSD						
	Charges for Service	\$ 75,374	\$ 48,907	\$ 26,467	64.89%	
	Investment Earnings	9,400	7,602	1,798	80.87%	
	Transfers	-	-	-	0.00%	
	Total Revenue	\$ 84,774	\$ 56,509	28,265	66.66%	
	Personnel	\$ 6,222	\$ 2,811	\$ 3,411	45.17%	
	Materials and Supplies	30	-	30	0.00%	
	Charges and Services	46,736	7,222	39,514	15.45%	
	Capital Outlay	3,507	-	3,507	0.00%	
	Miscellaneous	90	32	58	35.31%	
	Transfers	-	-	-	0.00%	
	Total Expenses	\$ 56,585	\$ 10,064	\$ 46,521	17.79%	
Total Revs. Over/(Under) Expenditures:		\$ 28,189	\$ 46,445	\$ (18,256)	164.76%	
602 Territory SSD						
	Charges for Service	\$ 215,125	\$ 110,389	\$ 104,736	51.31%	
	Investment Earnings	9,000	7,418	1,582	82.42%	
	Transfers	-	-	-	0.00%	
	Total Revenue	\$ 224,125	\$ 117,807	106,318	52.56%	
	Personnel	\$ 27,980	\$ 12,374	\$ 15,606	44.22%	
	Materials and Supplies	130	-	130	0.00%	
	Charges and Services	220,813	33,466	187,347	15.16%	
	Capital Outlay	17,460	-	17,460	0.00%	
	Miscellaneous	250	141	109	56.28%	
	Transfers	-	-	-	0.00%	
	Total Expenses	\$ 266,633	\$ 45,980	\$ 220,653	17.24%	
Total Revs. Over/(Under) Expenditures:		\$ (42,508)	\$ 71,827	\$ (114,335)	-168.97%	

CITY OF CREDIT RIVER

2nd Quarter

Financial Report

		2025	2025	YTD	YTD % of	
		Actual	Actual	Variance	Budget	
<u>Account Number</u>	<u>Description</u>	<u>Adopted</u>	<u>6/30/2025</u>			<u>Comments</u>
603 Stonegridge SSD						
	Charges for Service	\$ 99,586	\$ 54,072	\$ 45,514	54.30%	
	Investment Earnings	3,700	2,933	767	79.26%	
	Transfers	-	-	-	0.00%	
	Total Revenue	\$ 103,286	\$ 57,004	46,282	55.19%	
	Personnel	\$ 6,770	\$ 2,996	\$ 3,774	44.25%	
	Materials and Supplies	30	-	30	0.00%	
	Charges and Services	57,131	12,054	45,077	21.10%	
	Capital Outlay	3,492	1,700	1,793	48.67%	
	Miscellaneous	60	34	26	56.75%	
	Transfers	-	-	-	0.00%	
	Total Expenses	\$ 67,483	\$ 16,783	\$ 50,700	24.87%	
Total Revs. Over/(Under) Expenditures:		\$ 35,803	\$ 40,221	\$ (4,418)	112.34%	
604 SP SSD						
	Charges for Service	\$ 83,690	\$ 37,108	\$ 46,582	44.34%	
	Investment Earnings	100	336	(236)	336.13%	
	Transfers	-	-	-	0.00%	
	Total Revenue	\$ 83,790	\$ 37,445	46,345	44.69%	
	Personnel	\$ 4,148	\$ 1,792	\$ 2,356	43.20%	
	Materials and Supplies	20	-	20	0.00%	
	Charges and Services	47,766	5,923	41,843	12.40%	
	Capital Outlay	2,338	-	2,338	0.00%	
	Miscellaneous	60	20	40	34.03%	
	Interest	29,920	1,350	28,570	4.51%	
	Transfers	-	-	-	0.00%	
	Total Expenses	\$ 84,252	\$ 9,085	\$ 75,167	10.78%	
Total Revs. Over/(Under) Expenditures:		\$ (462)	\$ 28,359	\$ (28,821)	-6138.33%	



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 18, 2025

SUBMITTED BY: Shane Nelson,Engineer

ITEM TYPE: Agreement

AGENDA SECTION: Consent Agenda

SUBJECT: Approve Updated Development Agreement for The Yellowstone of Credit River 3rd Addition

BACKGROUND: The City Council just recently approved the attached Development Agreement for the Yellowstone of Credit River 3rd Addition at the August 4, 2025 City Council meeting.

At the meeting, two changes were discussed. The first revision consisted of revising the completion date from October 31, 2025 to October 31, 2026. The City Council has already adopted this change.

The second revision that was requested was related to the Financial Security. The Applicant provided an updated construction cost estimate based on actual bids received on the day of the meeting. We have since reviewed the updated estimate and have found it to be acceptable. Therefore, the required Surety / Letter of Credit has been revised to \$1,337,500 based on 125% of the estimated construction costs.

Both changes that have been incorporated are highlighted with a yellow highlight. No other changes have been made.

FINANCIAL IMPACT: NA. All costs in processing this request are borne by the Developer.

SUGGESTED ACTION: Approve the updated development agreement

ALTERNATIVES:

- 1. Approve the revised Development Agreement
- 2. Do not approve the revised Development Agreement.

ATTACHMENTS:
[DOCSOPEN-#1040801-v3-Development_Agreement_-_Yellowstone_Third_Addition Revised on 8.15.25 by SMN.docx](#)

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**CITY OF CREDIT RIVER
SCOTT COUNTY
DEVELOPMENT AGREEMENT**

YELLOWSTONE THIRD ADDITION

THIS DEVELOPMENT AGREEMENT, the “Agreement” entered into this ____ day of _____, 2025 by and between the City of Credit River, a Minnesota municipal corporation, referred to herein as the “City”, and ME Development Company, LLC, a Minnesota limited liability company, referred to herein as the “Developer”.

WITNESSETH:

WHEREAS, Developer is the fee owner and developer of the real property legally described in the attached Exhibit A, which is incorporated herein by reference, which real property is proposed to be subdivided and platted for development and which real property is subject to the provisions of this Agreement; and

WHEREAS, Developer has received preliminary plat approval for “The Yellowstone of Credit River” as shown on Exhibit B which is incorporated herein by reference; and

WHEREAS, Developer has applied for final plat approval for a residential subdivision with lots for 8 single-family homes, including public streets and other improvements to be called “The Yellowstone of Credit River Third Addition”, as shown on Exhibit C which is incorporated herein by reference and which shall hereinafter be referred to in its entirety as either the “Subject Property” or the “Plat”; and

WHEREAS, the City has given final plat approval of the Plat contingent upon Developer’s compliance with certain City requirements including, but not limited to, matters set forth herein; and

WHEREAS, the City requires that certain public improvements including, but not limited to street improvements including a T-turnaround at the intersection of Whisperer Way and Sundance Trail, stormwater and utility conveyances, stormwater ponds, septic systems, street

signs, wetland buffers strips and wetland buffer signs (hereafter "Infrastructure Improvements") be installed by Developer to serve the Plat and be financed by Developer as a condition of final Plat approval; and

WHEREAS, this Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners, the understandings and covenants of the parties concerning the development of the Plat and the conditions imposed thereon.

NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED, in consideration of each party's promises and considerations herein set forth, as follows:

1. Construction of Infrastructure Improvements.

A. The Developer, at its sole expense, shall construct those Infrastructure Improvements located on and off the Plat as detailed in the Plans and Specifications for The Yellowstone of Credit River Third Addition and on file with the City Clerk (collectively the "Approved Plans"). If the Approved Plans vary from the written terms of this Agreement, the written terms of this Agreement shall control. The Approved Plans are:

- Final Construction Plans for The Yellowstone of Credit River Phase 3, [dated __,] prepared by Stonebrook Engineering, Inc.
- Final Plat of The Yellowstone of Credit River Third Addition prepared by Stonebrooke Engineering, Inc.
- Project Manual for The Yellowstone of Credit River (Phase 3) Storm Sewer and Street Improvements, dated April 11, 2025, prepared by Stonebrooke Engineering, Inc.
- Yellowstone of Credit River Phase 3 Stormwater Management Plan, dated April 1, 2025, prepared by Stonebrooke Engineering, Inc.

All Infrastructure Improvements shall be constructed according to the Approved Plans, which are consistent with the Credit River Engineering Design Standards, City ordinances and all other standards adopted by the City as of the date of this Agreement ("City Standards"). Any desired revisions to the Approved Plans shall be submitted to the City for prior written approval. Upon such written approval the revised plan will become the Approved Plans under this Agreement.

Unless the City Engineer specifies a later date, and barring Unavoidable Delays, the Infrastructure Improvements for Yellowstone Third Addition shall be installed by October 31, 2026; provided, however the second and final wear course lift of bituminous pavement shall be installed upon the public streets after July 1, but before August 31, one winter after the first lift of asphalt has been installed. "Unavoidable Delays" shall mean delays, outside the control of Developer, which are the result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, global pandemic, epidemic, fire or other casualty, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, results in delays, or acts of any federal, state or local governmental unit.

Developer warrants to the City for a period of two years from the date the City accepts by resolution the finished Infrastructure Improvements (the “Warranty Period”) that all Infrastructure Improvements and erosion control required to have been performed by it under this Agreement have been constructed in accordance with City Standards and shall suffer no significant impairments, either to the structure or to the surface or other usable areas due to improper construction, poor materials, and faulty workmanship. With respect to matters covered by the warranty, the Developer, at its own expense, shall be solely responsible for performing any repair work required to bring the Infrastructure Improvements in conformance with City standards within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

All sod, trees, and landscaping shall be warranted to be alive, of good quality, and disease free for one growing season after installation. Any replacements shall be similarly warranted for one growing season from the time of installation.

- B. Infrastructure Improvements shall be accepted by the City at such time as a licensed professional engineer, retained by the City (“City Engineer(s)”) has certified in writing to the City that the construction/installation of the Infrastructure Improvement(s) has been done and performed according to the Approved Plans, which certification shall not be unreasonably withheld, conditioned, or delayed.
- C. The City shall, at its option, have the City Engineers and/or designated representatives present at the Subject Property for inspection purposes at all times (or such times as the City may deem necessary) during the construction and installation of said Infrastructure Improvements.
- D. Approved vegetation (if any) shall be established over all areas of any lot located within the Plat not covered by a hard or impervious surface in accordance with the Approved Plans. Landscaping shall be completed within one year following the issuance of a building permit for the last vacant lot in the Plat unless weather precludes completion, in which case the landscaping shall be completed at the outset of the next growing season.
- E. Developer shall, at its own expense, cause to be installed street signs of such type and at such locations as reasonably required by the City Standards and in conformance with the Minnesota Department of Transportation Manual on Uniform Traffic Control Devices.
- F. Developer shall install silt fencing (or other approved erosion control devices) prior to any grading commencing.
- G. Developer shall install to the City Standards all Infrastructure Improvements except for the second and final lift of bituminous prior to any building permits being issued for lots located within the Plat.
- H. Developer shall install storm water retention/water quality ponds, volume control measures and other storm water facilities upon the Plat as shown on the Approved Plans and in

accordance with City Standards.

- I. The Developer shall install to City and other county and state regulatory standards a T-turnaround at the intersection of Whisperer Way and Sundance Trail. All work on the T-turnaround described in subsection (I) above shall comply with State and County standards and requirements for such roadway improvements. The Developer shall obtain and comply with all necessary County permits, if any. Except as provided herein below, the cost of constructing the T-turnaround, including, but not limited to, engineering, surveying, and any wetland impacts and associated restoration, according to the Approved Plans shall remain the sole responsibility of the Developer.
 - J. The existing grade control structure/dam on Sheet 15 (Grade Control Structure) of the Approved Plans shall be removed. Developer shall obtain all necessary permits and shall prepare and implement an erosion control plan acceptable to the City and the Minnesota Department of Natural Resources.
 - K. Developer shall furnish an easement allowing the City, its employees, agents and contractors reasonable access to the existing monitoring wells for the Territory Community Sewage Treatment System in a form approved by the City Attorney. The easement shall continue in effect until Developer has completed the relocations of all the monitoring wells as required by the resolutions approving the Plat and the preliminary plat. Developer shall be responsible for the relocations and for securing any necessary permitting and approvals from the Minnesota Pollution Control Agency.
 - L. Developer shall provide the City Clerk and the City Engineers with a pre-construction schedule for the pre-construction meeting(s). Further, Developer shall notify the City Clerk and City Engineers one week prior to the initiation of road construction to coordinate review of construction activities. If the City Clerk and City Engineers are not notified, the Developer agrees to pay all additional costs for core samples, borings, or other inspections deemed reasonably necessary by the City caused by such failed notification. The Developer agrees that upon being billed by the City, Developer will pay all undisputed billings within thirty (30) days of the mailing of said billing the said additional amount.
2. **Intended Use of Subdivision Lots.** The City and Developer agree that the numbered lots in the Plat are intended only for single-family residential use in the number and the configuration as are shown on the Plat. Developer shall construct only one single family dwelling per numbered lot, unless the lot is rezoned by the City in the future into a classification which would allow additional units to be constructed.
 3. **Surety Requirements.**
 - A. **Surety Requirements.** Prior to the City's execution of this Agreement, the Developer will provide the City with an irrevocable letter of credit (or other surety as approved by the City Attorney), the "Letter of Credit" as security that the obligations of the Developer to the City under this Agreement shall be performed. The Letter of Credit shall be in the amount of \$1,337,500, representing the sum of 125% of the estimated cost of the City's Infrastructure Improvements as determined

by the City Engineer. The Letter of Credit must be from an FDIC insured bank approved by the City, be in a form approved by the City Attorney, be for a term sufficient to cover the completion, maintenance and warranty periods, and must be available in its entirety to fulfill the obligations of the Developer under this Agreement. The Letter of Credit shall require only that the City present the issuer with a sight draft and an affidavit signed by the City Clerk or the Clerk's designee attesting to the City's right to draw funds. The Letter of Credit shall contain language requiring its automatic renewal unless the City specifically approves cancellation of the Letter of Credit in writing.

The initial Letter of Credit shall expire on October 31 or the closest business day if October 31 falls on a weekend. The Letter of Credit shall automatically renew for successive one-year terms unless, at least sixty (60) days prior to the next annual renewal date (which shall be October 31 of each calendar year), the financial institution issuing the Letter of Credit delivers written notice to the Letter of Credit issuer that it intends to modify the terms of or cancel the Letter of Credit. Written notice is effective if delivered to, or sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least sixty (60) days prior to the next annual renewal date, addressed to the party requiring the Letter of Credit as outlined in Notice section of this Agreement and is actually received by the City at least thirty (45) days prior to the renewal date.

- B. **Drawing on Letter of Credit.** The City may draw on the Letter of Credit or surety after a default and failure to timely cure by the Developer hereunder. The City may use such drawn upon funds to complete work not performed by the Developer as required in this Agreement including, but not limited to, Infrastructure Improvements, erosion control, and other such measures, to pay liens on any property to be dedicated to the City, to reimburse the City for costs incurred in the drafting, execution, administration or enforcement of this Agreement, to repair or correct deficiencies which occur to the Infrastructure Improvements during the Warranty Period, or to otherwise fulfill the obligations of the Developer under this Agreement.
- C. **Deficient Letter of Credit.** In the event that the Letter of Credit, or other surety referred to herein is ever utilized and found to be deficient in amount to pay or reimburse the City in total as required herein, the Developer agrees that upon being billed by the City, the Developer will pay all undisputed amounts, within thirty (30) days of the mailing of said billing such deficient amount. If there should be an overage in the amount of utilized security, the City will, upon making such determination, immediately refund to the Developer any monies which the City has in its possession which exceeds the actual costs incurred by the City.
- D. **Special Assessment/Certification.** The Developer hereby agrees to allow the City to specially assess and/or certify to the Subject Property any and all costs incurred by the City in enforcing any of the terms of this Agreement in the event: (i) the Letter of Credit is insufficient; or (ii) the Developer fails to maintain the letters of

credit or surety in the amount required above within thirty (30) days of mailing of written request by the City. In the event the City assesses the Subject Property for such costs, the Developer agrees not to contest the authority of the City to assess the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.

- E. **Renewal of Letter of Credit.** In the event any surety referred to herein is in the form of an irrevocable letter of credit, which by its terms may become null and void prior to the time at which all monetary or other obligations of the Developer are paid or satisfied, it is agreed that the Developer shall provide the City with a new Letter of Credit or other surety, acceptable to the City, at least forty-five (45) days prior to the expiration of the original Letter of Credit. If a new Letter of Credit is not received as required above, the City may thence draw in part or in total, at the City's discretion, upon the expiring Letter of Credit to avoid the loss of surety for the continued obligations. The City Attorney shall approve the form of any irrevocable letter of credit or other surety prior to its issuance.
- F. **Bankruptcy.** In the event the Developer files bankruptcy, or in the event an involuntary bankruptcy proceeding is filed against the Developer and is not dismissed within sixty (60) days, or in the event a court appoints a receiver for the Developer, the City may draw on the Letter of Credit or surety in its full amount to secure its surety position. The City shall then release the remainder of the Letter of Credit or surety to the bankruptcy court or receiver in the same manner that it would be required to release the Letters of Credit under this Agreement.

4. **Surety Release.**

- A. Periodically, as payments are made by the Developer for the completion of portions of the Infrastructure Improvements, the Developer may request of the City that the Letter of Credit or other surety be proportionately reduced for that portion of the Infrastructure Improvements and other requirements under this Agreement which have been fully completed and payment made, therefore.
- B. The Developer may request of the City a reduction or release of the Letter of Credit or other surety as follows:
 - i. When another acceptable letter of credit or surety is furnished to the City to replace a prior letter of credit or surety.
 - ii. When all or a portion of the Infrastructure Improvements have been installed, the Letter of Credit or surety may be reduced by the dollar amount attributable to that portion of Infrastructure Improvements so installed at such time as the City Engineers have certified to the City that the construction/installation of the Infrastructure Improvement(s) has or have been done and performed according to Approved Plans.

However, the City, at a minimum, shall retain the Letter of Credit in the

amount of 10% of the estimated construction cost of the Infrastructure Improvements and landscaping costs during the two-year Warranty Period.

- iii. As to all requests brought under this paragraph B, the City shall have discretion whether to reduce or not to reduce the Letter of Credit or surety; however, such approval for a reduction or release shall not be unreasonably withheld, conditioned, or delayed.

- C. The costs incurred by the City in processing any reduction request shall be billed to the Developer and paid to the City within thirty (30) days of billing.

- 5. **Abandonment of Project - Costs and Expenses.** In the event the Developer has conclusively abandoned the proposed development of the Plat, the City's reasonable costs and expenses related to attorney's fees, engineering fees, professional review, drafting of this Agreement, preparation of the feasibility report, plans and specifications, completion of Infrastructure Improvements and any other expenses undertaken in reliance upon the Developer's various representations shall be paid by the Developer within thirty (30) days after receipt of a bill for such undisputed costs from the City. In addition, in the event the Developer has conclusively abandoned the project, in whole or in part, ceases substantial field work for more than nine (9) months, fails to provide sufficient ground-cover to prevent continuing soil erosion from the Plat, or fails to leave the abandoned property in a condition which can be mowed using conventional lawn mowing equipment, the Developer agrees to pay all costs the City may incur in taking whatever action is reasonably necessary to provide ground-cover and otherwise restore or replace and repair any structures damaged by frost in the Plat to the point where undeveloped grounds are level and covered with permanent vegetation sufficient to prevent continuing soil erosion from the Plat and to facilitate mowing of the Plat. In the event that such costs are not paid, the City may specially assess or certify such costs against the lots within the Plat and/or take necessary legal action to recover such costs, including reasonable attorney's fees. In the event the City assesses the Subject Property for such costs, the Developer agrees not to contest the authority of the City to assess the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.

- 6. **Developer to Pay City's Costs and Expenses.**

- A. It is understood and agreed that the Developer will reimburse the City for all reasonable administrative, legal, planning, engineering and other professional costs incurred in the creation, administration, enforcement or execution of this Agreement, and the approval of the Plat, as well as all reasonable engineering expenses incurred by the City in designing, approving, constructing, installing, and inspecting said Improvements described above. Specifically, the Developer shall pay an hourly fee for consulting engineering administration which shall include monitoring of construction, observation, consultation with the Developer and its engineers on status or problems regarding the project, monitoring during the Warranty Period and processing of requests for reduction in security. The

Developer shall pay for construction observation performed by the City's Engineers. Construction observation may include full or part time observation, as reasonably needed to ensure Developer's performance under this Agreement.. The Developer agrees to pay all undisputed costs within thirty (30) days of billing by the City. Undisputed bills not paid within thirty (30) days of billing by the City shall accrue interest at the rate of 6% per year. Further, if the Developer fails to pay such amounts, then the City may specially assess or certify such costs against the Subject Property. In the event the City assesses the Subject Property for such costs, the Developer agrees not to contest the authority of the City to assess the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes. The Developer has the right to request time sheets and other records to verify said billing prior to payment.

- B. All reasonable administrative, engineering, planning and legal fees related to plan review, drafting of this Agreement and any other necessary items shall be payable to the City prior to any work commencing unless otherwise agreed to by the City.
- C. Further, if the Developer has not already done so, the Developer shall provide to the City, in cash or certified check, for deposit in an escrow fund, the estimated amounts for reasonable future administrative and legal fees as well as City engineering and construction observation costs. The Developer shall establish an escrow account of \$20,000.00 with the City as partial payment of these costs prior to executing this Agreement. If the escrow amount is depleted, the Developer agrees to furnish additional monies as requested by the City. The City may withhold building permits if the Developer does not promptly rectify the escrow account. Any amounts not utilized from this escrow fund shall be returned to the Developer, without interest, when all Infrastructure Improvements have been completed, all financial obligations to the City have been satisfied, and the required "as built" plans for road construction and any other work have been provided to the City Engineer in the format specified by the City Engineer. If additional escrow is required or bills incurred beyond the escrow amount, the Developer shall be billed directly for such costs and there will be no acceptance of streets until all obligations have been fully paid. If the Developer fails to pay uncontested bill(s) within thirty (30) days, then the City may: (i) secure the unpaid costs from either the Letter of Credit; (ii) specially assess or certify such costs against the Subject Property; or (iii) take necessary legal action to recover such costs and the Developer agrees that the City shall be entitled to reasonable attorney's fees incurred by the City as a result of such legal action. Developer agrees not to contest the authority of the City to assess the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal wider any applicable Minnesota Statutes.

7. **Erosion and Siltation Control.**

- A. Before any grading is started within the Subject Property, all erosion control measures as shown on the Approved Plans shall be strictly complied with as set forth in the Approved Plans as well as all requirements of the National Pollutant

Discharge Elimination System (“NPDES”) permit and any other permit requirements issued by the City, the County, the State or the Federal government. The Developer shall also install all erosion control measures deemed necessary by the City Engineer should the erosion control plan prove inadequate in any respect.

- B. The Developer shall be responsible for maintaining all erosion and sediment control measures in accordance with all applicable City, County, and State regulations until the NPDES Permit responsibilities have been transferred to any builder for individual lots. Upon transfer of NPDES Permit responsibilities, the respective builder shall become responsible for maintaining all erosion and sediment control measures on the lot in accordance with the Approved Stormwater Prevention Plan, as may be amended, until the completion of final stabilization as defined in the NPDES Construction Permit.
 - C. The Developer shall continue to be responsible for cleaning the public streets within the Plat on a daily basis, or as reasonably required by the City, and maintaining all storm sewer inlet protection devices through the duration of the two-year Warranty Period.
8. **Drainage Requirements.** The Developer shall comply with all requirements for drainage into any county ditch or other ditch through which water from the Subject Property may drain and shall make any necessary improvements or go through any necessary procedures to ensure compliance with any applicable Federal, State, County or City requirements, all at the Developer’s expense.

Developer shall not damage or interfere with the use of, or otherwise diminish the functionality of any existing field tiles unless the Developer has determined that the field tile does not extend into adjacent properties. Any damage to existing field tile that extends into or provides drainage from adjacent properties caused by the Developer or its contractors shall be repaired or replaced or rerouted at the sole expense of Developer.

9. **Maintain Public Property Damaged or Cluttered During Construction.**

- A. The Developer agrees to assume full financial responsibility for any damage caused by Developer which may occur to public property including but not limited to streets, street sub-base, base, bituminous surface, curb, utility system including but not limited to water mains, sewer mains, field tile, air release valves, shut-off valves, septic, well, sanitary sewer or storm sewer when said damage occurs as a result of the activity which takes place during the development of the Subject Property including, but not limited to, construction of Infrastructure Improvements and home construction. The Developer further agrees to pay all costs required to repair the streets, utility systems and other public property damaged or cluttered with debris when occurring as a direct or indirect result of the construction of Developer that takes place in the Subject Property.
- B. The Developer agrees that all construction debris shall be placed in areas and enclosures approved by the City. The Developer further agrees to clean the streets

and maintain all storm sewer inlet control devices on a daily basis or as reasonably required by the City. The Developer further agrees that any damage to public property occurring as a result of construction activity including, but not limited to home construction, within the Plat will be repaired immediately if deemed to be an emergency by the City. The Developer further agrees that any damage to public property as a result of construction activity within the Plat will be repaired within three (3) business days of being notified by the City of the damage or if not reasonably repairable within three (3) business days, such additional reasonable period of time to effect the repair. This notice requirement shall not apply if the damage is deemed to be an emergency by the City.

- C. If the Developer fails to timely clean the streets or repair or maintain public property after being notified by the City, the City may undertake action to make or cause streets and/or public property to be cleaned up, repaired or maintained. When the City undertakes such activity, the Developer shall reimburse the City for all reasonable expenses within thirty (30) days of its billing to the Developer. If the Developer fails to pay undisputed amounts under said bill within thirty (30) days, then the City may specially assess or certify such costs against the lots within the Plat and/or take necessary legal action to recover such costs and the Developer agrees that the City shall be entitled to reasonable attorneys' fees incurred by the City as a result of such legal action. Developer agrees not to contest the authority of the City to assess the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.
10. **Easement Rights.** Developer and its successor and assign hereby grant to the City, its agents, employees, officers, and contractors a permanent non-exclusive easement for the right of entry within the Plat for the purpose of inspection and/or to accomplish any and all work or to take any and all corrective action deemed reasonably necessary by the City in their sole discretion pursuant to the terms of this Agreement. Developer, and its successors and assigns, shall have a permanent non-exclusive easement over all publicly dedicated areas within the Plat; or, any utility easements on the Plat, or areas and easements off the Plat upon which Developer is obligated under this Agreement to construct Infrastructure Improvements, in order to access utility connections.
11. **Miscellaneous.**
- A. The Developer agrees that all construction items required under this Agreement are items for which Developer is responsible for completing and all work shall be done at the Developer's sole expense.
 - B. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement.
 - C. If building permits for residential structures to be constructed upon lots within the Plat are issued prior to the completion and acceptance of Infrastructure

Improvements, the Developer assumes all liability and the costs resulting in delays in completion of public Infrastructure Improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, materialmen, employees, agents, assigns or third parties.

- D. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by written resolution of the City. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- E. This Agreement shall run with the land and shall be recorded against the title to the Subject Property by the Developer. Upon completion and acceptance of the Infrastructure Improvements, the parties shall execute a Memorandum of Completion in recordable form evidencing Developer's satisfactory performance of its obligations hereunder.
- F. The Developer represents to the City that the Plat complies with all City, County, State and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, building codes and environmental regulations. The Developer agrees to obtain all required Federal, State, County, City and other local permits. 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 complies with City, County, State and Federal laws and regulations. Upon the City's demand, the Developer shall cease work until there is compliance with City, County, State and Federal laws and regulations.
- G. Prior to the execution of this Agreement and prior to the start of any construction on the Subject Property, Developer shall provide the City with evidence of good and marketable title to the Subject Property. "Evidence of good and marketable title" shall mean a title insurance policy or title insurance commitment from a national title insurance company, or an abstract of title updated by an abstract company registered under the laws of the State of Minnesota.
- H. Developer shall comply with and receive all required permits relating to storm water, wetland reconstruction activities, ponding and wetland related restrictions, if any, required by the County, City and/or any applicable provisions of State and Federal law.
- I. Within thirty (30) days after completion of construction of Infrastructure Improvements and prior to any such improvements being accepted, the Developer shall provide the City with CAD formatted "as built" or "record drawings" for all improvements within the Plat and Grading Plan. The foregoing shall include certification 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 with appropriate access easements from a public road for maintenance activities.

- J. No building permits shall be issued until the Final Plat is approved by the City Council and filed with the County Recorder. No building permits shall be issued until the bituminous base course has been installed by the Developer and approved by the City Engineer.
- K. Any disturbed slopes, eroded channels, and other non-turfed areas shall be graded to City Standards (4:1 or flatter if practical) and established with turf or stabilized with appropriate cover according to Approved Plans.
- L. Third parties shall have no recourse against the Developer or the City under this Agreement.
- M. 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.
- N. Developer shall provide to the City a completed signed paper copy of the mylar of the final Plat as recorded with the Office of the County Recorder.
- O. If required by the City, the Developer shall enter into a maintenance agreement with the City to snowplow the public streets within the Plat until such time as the public streets located within the Plat are accepted by the City. The maintenance agreement shall be in a form acceptable to the City Attorney.
- P. Developer, its successor or assigns, agrees that each lot located within the Plat shall be responsible for an equal share of the City's costs to maintain and administer any storm water ponds and infiltration basins located within the Plat. Developer, its successor or assigns, hereby agrees to allow the City to specially assess or certify to each such Lot an equal share of any and all costs incurred by the City in maintaining said storm water ponds and infiltration basins and drainage easements. Should the City assess the Lots as provided above for said maintenance and administrative costs, Developer, its successor or assigns, agrees not to contest the authority of the City to assess the Lots on the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.

12. **Violation of Agreement.**

- A. Except as otherwise provided in this Agreement, upon any default by Developer, its successors or assigns, of any of the covenants and agreements herein contained, the City shall give the defaulting party thirty (30) days mailed notice thereof (via certified mail and the thirty (30) day notice period shall be deemed to run from the

date of deposit in the United States mail), and if such default is not cured within said thirty (30) day period, or if not reasonably curable within thirty (30) days such additional reasonable period of time to effect the cure, the City may avail itself of any remedy afforded by law or by statute, or in equity or any of the following remedies:

- i. the City may specifically enforce this Agreement;
 - ii. the City may suspend any work, improvement or obligation to be performed by the City under this Agreement;
 - iii. the City may draw on the Letter of Credit or cash deposit without notice or consent of the Developer to cure such default;
 - iv. the City may suspend or deny building and occupancy permits for buildings within the Plat;
 - v. the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any reasonable costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081. The City may certify to the County the amount owed to be imposed upon the Plat and to be collected in a manner in the next calendar year under Minn. Stat. § 444, similar to certifications for unpaid utility bills.
- B. Notwithstanding the 30 day notice period provided for in paragraph 12A above, in the event that a default by Developer will reasonably result in irreparable harm to the environment or to public property, or result in an imminent and serious public safety hazard, the City may immediately exercise all remedies available to it under this Agreement in an effort to prevent, reduce or otherwise mitigate such irreparable harm or safety hazard, provided that the City make good-faith, reasonable efforts to notify the Developer as soon as is practicable of the default, the projected irreparable harm or safety hazard, and the intended actions of the City to remedy said harm.

13. Developer Warranties. The Developer hereby warrants and represents the following:

- A. The Developer has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this Agreement.
- B. The Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Agreement.

The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Agreement by the Developer or prohibit any of the transactions provided for in this Agreement.

- C. The Developer has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the Plat and the Approved Plans and the Infrastructure Improvements; and the Developer is not aware of any pending or threatened claim of any such violation.
 - D. The Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Plat and the Approved Plans and the Infrastructure Improvements.
 - E. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting the Developer with respect to the Plat or the Approved Plans or the Infrastructure Improvements. The Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
 - F. None of the representations and warranties made by the Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
 - G. To the Developer's best knowledge, the Plat and the Approved Plans comply with all County metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the City as part of the development approval process.
14. **Park Dedication Fees to the City.** The Developer shall also be responsible for payment of the following costs: City Park Dedication Fee of \$20,000.00 (8 lots at \$2,500 per lot) which is due prior to the City Council's consideration of this Agreement and the final Plat. The City represents, by acceptance of the City Park Dedication Fee, that no park fees have previously been paid to the City with respect to the Subject Property.
15. **Dedications to the City.** The Developer, upon presentation to the City of evidence of good and marketable title to Subject Property, as defined above, and upon completion of all construction work and certification of completion by the City Engineer, shall make the following dedications to the City:
- A. Access to drainage and utility easements including, but not limited to storm water ponds and infiltration basins located within the Plat in a form and with legal

descriptions acceptable to the City Attorney.

- B. All road rights-of-way within the Plat. Prior to the City's acceptance of said dedications the Developer shall provide the City with CAD formatted "as built" or "record drawings" for all improvements done in the construction of the roads as well as any modified designs that show the changes to the Approved Plans. Acceptance by the City of any dedication shall occur upon passage of a resolution to such effect by the City Council. All dedications shall be in a form and with legal descriptions acceptable to the City Engineer and City Attorney.
16. **Phased Development.** The Developer anticipates platting and developing in phases the lands within the approved Preliminary Plat. The City may refuse to approve final plats of subsequent phases, if any, until public improvements for all prior phases have been satisfactorily completed. Development of subsequent phases may not proceed until the City approves development agreements for such phases. Approval of this Plat shall not be construed as approval of future phases, if any, nor shall approval of this Plat bind the City to approve future development phases. The City's Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, Building Codes and other Ordinances shall govern all future Development phases, if any, in effect at the time such future development phases are approved by the City.
17. **Plat Approval Conditions Control.** Developer agrees to comply with the conditions of approval set forth in the resolutions approving the Plat or the preliminary plat ("Conditions of Approval"). Nothing in this Agreement shall be construed to waive any Conditions of Approval. In the event of an inconsistency between the terms of this Agreement and the Conditions of Approval, the Conditions of Approval control.
18. **Indemnity.** To the extent allowed by applicable law, Developer shall hold the City, its governing boards, its agents, employees, contractors, and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:
- A. breach by the Developer of the warranties made under Section 13 hereof;
 - B. failure of the Developer to timely construct the Infrastructure Improvements according to the Approved Plans;
 - C. failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this this Agreement;
 - D. failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;

- E. failure by the Developer to pay for materials;
 - F. failure to obtain the necessary permits and authorizations to construct the Infrastructure Improvements;
 - G. construction of the Infrastructure Improvements;
 - H. delays in construction of the Infrastructure Improvements; and
 - I. all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Infrastructure Improvements.
19. **Assignment of Contract.** The obligations of the Developer under this Agreement cannot be assigned without the express written consent of the City through resolution which consent shall not be unreasonably withheld, conditioned or delayed.
20. **Limited Approval.** Approval of this Agreement by the City in no way constitutes approval of anything other than that which is explicitly specified in this Agreement.
21. **Professional Fees.** The Developer will pay all reasonable professional fees incurred by the City as a result of the City's efforts to enforce the terms of this Agreement against Developer. Said fees include reasonable attorney's fees, engineer's fees, planner's fees, and any other reasonable professional fees incurred by the City in attempting to enforce the terms of this Agreement. The Developer will also pay all reasonable attorneys and reasonable professional fees incurred by the City in the event an action is brought upon a letter of credit or other surety furnished by the Developer as provided herein.
22. **Plans Attached as Exhibits.** All Approved Plans and exhibits are incorporated into this Agreement by reference as they appear. Unless otherwise specified in this Agreement, Developer is bound by said plans and responsible for implementation of said plans as herein incorporated.
23. **Integration Clause. Modification by Written Agreement Only.** This Agreement represents the full and complete understanding of the parties with respect to the Plat and the first phase of the development, and neither party is relying on any prior agreement or statement(s), whether oral or written. Modification of this Agreement may occur only if in writing and signed by a duly authorized agent of both parties.
24. **Notification Information.** Any notices to the parties herein (including to the City Engineers) shall be in writing, delivered by hand to the City Clerk or registered mail addressed as follows to the remaining parties at the following address:

City of Credit River:

City of Credit River
Attn: City Administrator

18985 Meadow View Boulevard
Prior Lake, MN 55372

with a copy to:

Peter G. Mikhail
Kennedy & Graven
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
pmikhail@kennedy-graven.com

Developer:

ME Development Company, LLC
Attn: Thaddeus Kowalski, President
5170 Starview LN
Prior Lake, MN 55372
Email: _____

with a copy to:

Attn: _____

Email: _____

24. **Agreement Effect.** This Agreement shall run with the land and be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto.

[the remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly executed on the day and year first above written.

CITY OF CREDIT RIVER

By: _____
Chris Kostik, Mayor

By: _____
Steve Devine-Jelinski, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Chris Kostik and Steve Devine-Jelinski, the Mayor and Deputy City Clerk, respectively, of the City of Credit River, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

ME DEVELOPMENT COMPANY, LLC

By: _____
Thaddeus Kowalski, President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Thaddeus Kowalski, the President of ME Development Company, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered (SCZ)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
Phone: (612) 337-9300

**EXHIBIT A TO
DEVELOPMENT AGREEMENT**

Legal Description of the Development Property

Outlot A, The Yellowstone of Credit River Second Addition, Scott County, Minnesota.

**EXHIBIT B TO
DEVELOPMENT AGREEMENT**
Preliminary Plat

[to be inserted]

Final Plat

THE YELLOWSTONE OF CREDIT RIVER THIRD ADDITION

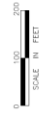
Notary Public, _____ County, MN
My commission expires _____

Scott County Register of Titles

SHEET 1 OF 3 SHEETS

OFFICIAL PLAT COPY

THE YELLOWSTONE OF CREDIT RIVER THIRD ADDITION



LEGEND

- 2 1/4" x 1 1/4" IRON PIPE MONUMENT (SHOWN INSIDE DOTTED LINE)
- MONUMENT FOUND

DRAINAGE AND ELEVATION EASMENTS (SHOWN ARE SHOWN HERE)



NOTE: ALL ELEVATIONS ARE IN FEET ABOVE MEAN SEA LEVEL (AMSL) UNLESS OTHERWISE INDICATED. AS SHOWN ON THE PLAN.

BOUNDARY NOTES

Comparison of the Survey 2 system to the Survey 1 system is shown on the plan.

INSET A (FROM SHEET 2 OF 3 SHEETS)



THIS PLAT PREPARED BY STONEBROOK ENGINEERING, INC.

SHEET 3 OF 3 SHEETS

Apr 24, 2025 - 12:24pm - S:\Projects\CR345\21\1040801\Third Addition.dwg (Credible & Terriory) - Credit River\Survey\CR345\21\1040801\Third Addition.dwg



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	August 18, 2025
SUBMITTED BY:	Claire Stickler,Planning
ITEM TYPE:	Agenda Report
AGENDA SECTION:	General Business
SUBJECT:	Holmen 2nd Addition Final Plat
BACKGROUND:	The City received an application from Haven Development LLC for the Final Plat for Holman Second Addition. The site is along Texas Ave (CSAH 27), 210th Street East and Longview Lane. A right-hand turn lane off CSAH 27, onto Longview Lane, is required as part of this proposed development. This Final Plat consists of five (5) home sites measuring at least 2.5 acres, and one outlot. Each of the home sites will be served by individual well and septic. The parcels are all zoned Rural Residential.
SUGGESTED ACTION:	The City Council is requested to review and make a motion to approve with conditions the Final Plat for Holman Second Addition. The resolution to approve to Final Plat is included in the packet.
ALTERNATIVES:	Deny the Final Plat
ATTACHMENTS:	Holman Second Addition Final Plat Planner Staff Report - Full.pdf

To: Credit River City Council
CC: Steve Jelinski, City Administrator
Shane Nelson, City Engineer
From: MSA Professional Services, Consulting City Planner
Date: August 15, 2025

Description of Request

The City received an application from Haven Development LLC for the Final Plat for Holman Second Addition. The site is along Texas Ave (CSAH 27), 210th Street East and Longview Lane. A right-hand turn lane off CSAH 27, onto Longview Lane, is required as part of this proposed development.

This Final Plat consists of five (5) home sites measuring at least 2.5 acres, and one outlot. Each of the home sites will be served by individual well and septic. The parcels are all zoned Rural Residential.



Ordinance Compliance

All residential lots are larger than 2.5 acres in accordance with Rural Residential lot size requirements. Proposed lot size and layout are substantially consistent with the Preliminary Plat. The approved Preliminary Plat had six (6) lots with conditions of approval that the number of lots may be reduced based on further City and County review. The attached proposed Final Plat contains only (5) five residential lots, a reduction of one (1) lot within the same overall property footprint. This is not a substantive change from the Preliminary Plat as there are no changes to planned interior or adjacent infrastructure as a result of the lot number reduction.

Access, Roads, Guest Parking, Pedestrian Circulation

There are no new streets proposed for this development. All access will be from existing roads. This is consistent with the Preliminary Plat.

The development requires the installation of a right-hand turn lane on CSAH 27 on to Longview Lane, the cost of which may be shared between the developer and Scott County (no City cost sharing). An attached email from Scott County Transportation Services identifies items that will require updates to the submitted plans prior to the release of the Final Plat for Recording.

Parks, Trails and Open Space

Park dedication is required for this plat will be included in the Development Agreement.

Engineering

The attached engineering memo, from the Credit River City Engineer, identifies items that will require updates to the submitted plans prior to the release of the Final Plat for recording.

Infrastructure

All lots in this addition are proposed to be serviced by individual sewage treatment systems and individual potable water wells. Scott County Environmental Services released a memo on June 5, 2025 stating the proposed project to be in conformance with the regulations of the Scott County Subsurface Sewage Treatment System Ordinance. A Stormwater pond is proposed on Lot 4, with culverts installed to assist with managing stormwater from lots 5 and 3.

City Council Direction

The City Council is requested to review and make a motion to approve with conditions or deny the Final Plat for Holman Second Addition. The resolution to approve to Final Plat is included in the packet.

The following items are included in the packet for review:

1. Staff Report from Credit River Planning Staff dated August 15, 2025
2. Final Plat
3. Scott County Transportation Services email dated August 15, 2025
4. City Engineering Memorandum dated August 14, 2025
5. Resolution 2025-XX for Final Plat Approval
6. Approved and Revised Preliminary Plats of Holman Second Addition

HOLMAN SECOND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Haven Development, LLC, a Minnesota limited liability company, fee owner of the following described property situated in the County of Scott, State of Minnesota, to wit:
OUTLOT A, HOLMAN ADDITION, Scott County, Minnesota, according to the recorded plat thereof.

Has caused the same to be surveyed and platted and known as HOLMAN SECOND ADDITION and does hereby dedicate the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said Haven Development, LLC, a Minnesota limited liability company, has hereunto caused these presents to be signed by its proper officer this _____ day of _____, 20 ____.

Signed _____

Printed _____

STATE OF MINNESOTA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____ by _____, the president of Haven Development, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public _____ County, Minnesota
My Commission Expires _____

I, Russell P. Damlo, hereby certify that this plat HOLMAN SECOND ADDITION was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20 ____.

Russell P. Damlo
Licensed Land Surveyor
Minnesota License No. 19086

STATE OF MINNESOTA

COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20 ____ by Russell P. Damlo, Licensed Land Surveyor.

Notary Public _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF CREDIT RIVER, MINNESOTA

This plat was approved by the City Council of the City of Credit River, Minnesota this _____ day of _____, 20 ____ and hereby certifies compliance with all requirements set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By _____ Attest _____
Mayor City Clerk

SCOTT COUNTY SURVEYOR

Pursuant to Minnesota Statutes, Chapter 389.09, Subdivision 1, as amended, this plat has been reviewed and approved this _____ day of _____, 20 ____.

Scott County Surveyor

SCOTT COUNTY AUDITOR/TREASURER

I hereby certify that the current and delinquent taxes on the lands described within are paid and the transfer is entered this _____ day of _____, 20 ____.

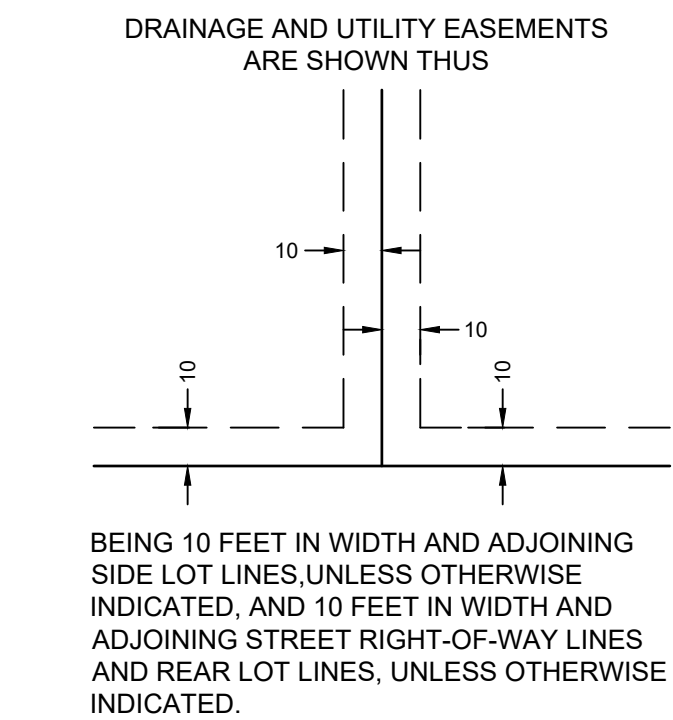
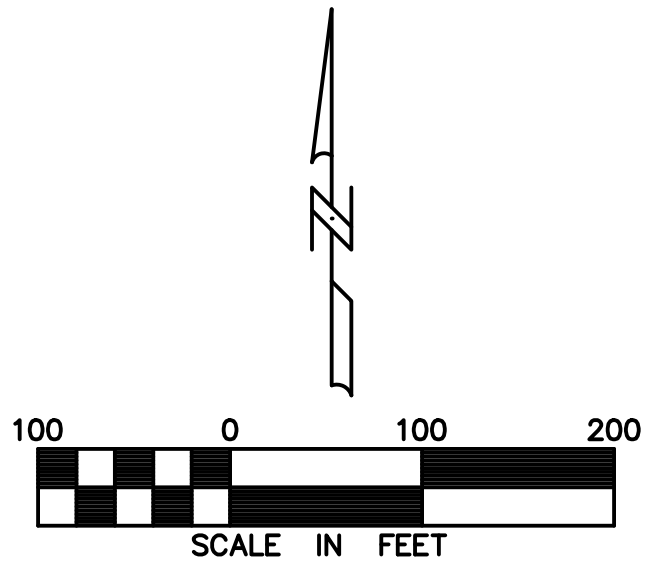
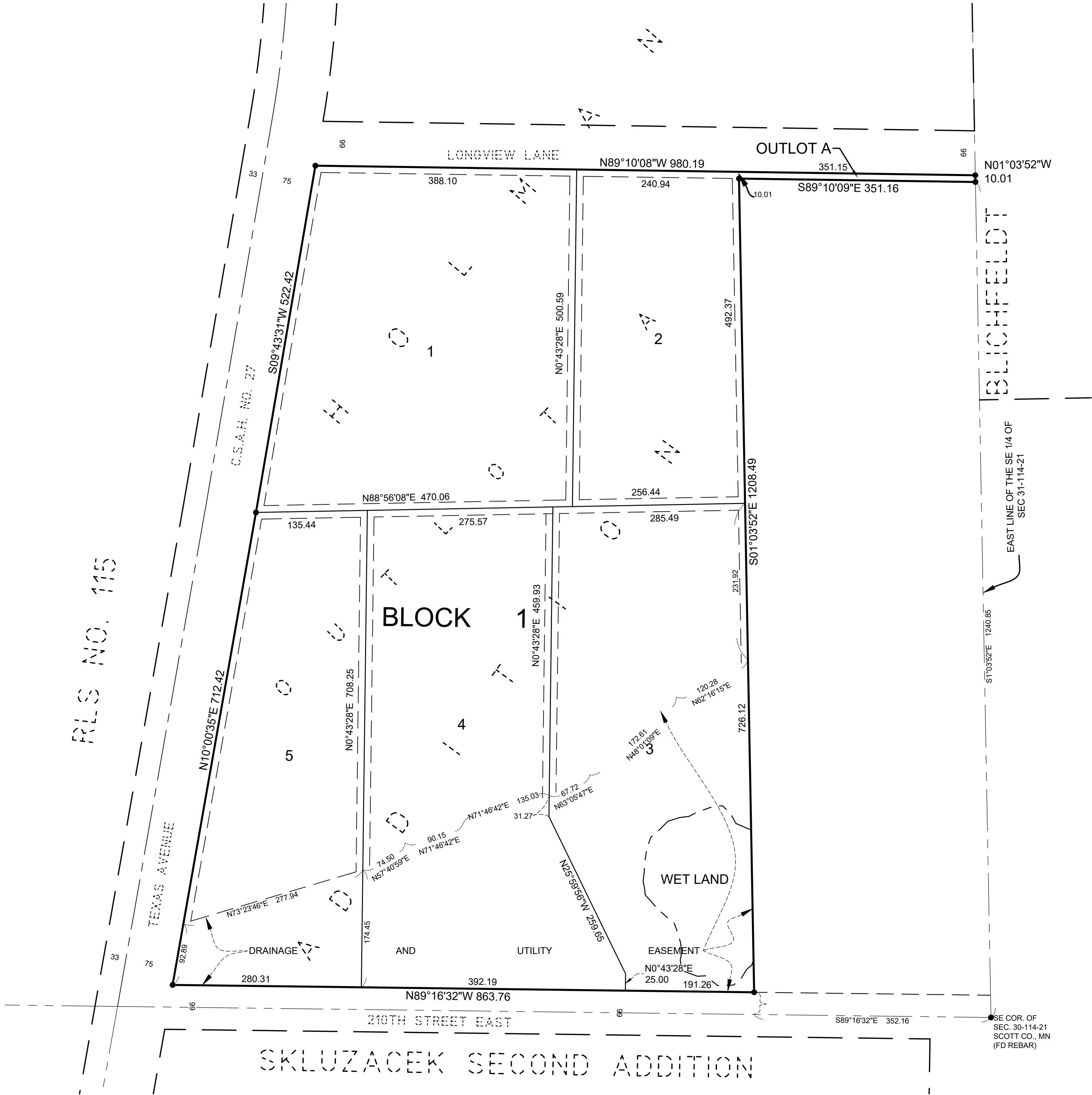
Scott County Auditor Scott County Treasurer

Signed by _____ Deputy

SCOTT COUNTY RECORDER

I hereby certify that this plat was recorded in the office of the County Recorder for record on this _____ day of _____, 20 ____ at _____ o'clock ____ M. as Document No. _____.

Scott County Recorder

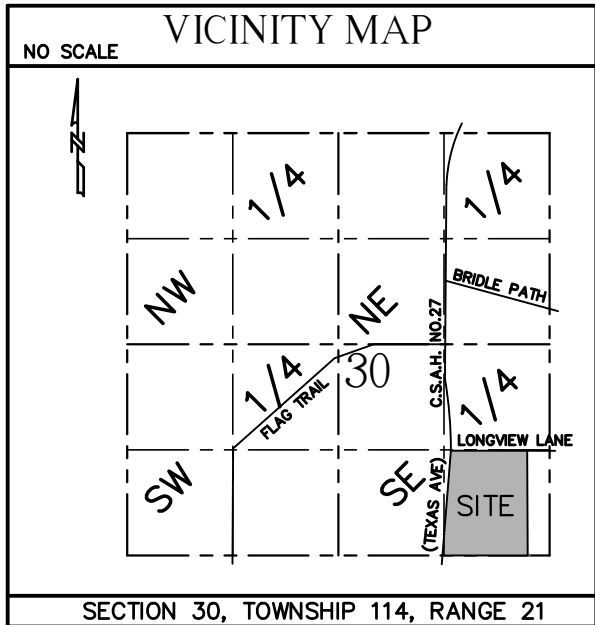


THE EAST LINE OF THE SE 1/4 OF SECTION 31, TWP 114, RANGE 21 HAS AN ASSUMED BEARING OF SOUTH 01°03'52" EAST.

NO MONUMENT SYMBOL SHOWN ON THE PLAT INDICATES 1/2 INCH BY 14 INCH IRON MONUMENT TO BE SET WITHIN 1 YEAR OF RECORDING THIS PLAT, MARKED BY LICENSE NUMBER 19086.

○ DENOTES 1/2" BY 14" IRON MONUMENT SET MARKED BY LICENSE NUMBER 19086, UNLESS OTHERWISE SHOWN.

● DENOTES 1/2" IRON MONUMENT FOUND, UNLESS OTHERWISE SHOWN.



PROBE ENGINEERING COMPANY, INC.
CONSULTING ENGINEERS, PLANNERS and LAND SURVEYORS

Chris Janson

From: Jenson, Craig <CJenson@co.scott.mn.us>
Sent: Friday, August 15, 2025 11:46 AM
To: chriso@ProbeEngineering.com
Cc: Shane Nelson; Ashlee Tupy Rickert; Chris Janson
Subject: Holman 2nd turn lane comments

Chris,

Although the plans for the right turn lane have not been submitted to the County for permit, I received comments from our staff on the civil plans submitted with the plat.

We assume more information was coming with a permit but wanted to give you the following, so you know what the expectation is for a permit.

- Information needed per Commercial Access Checklist under our access permits needs to be followed
- Separate sheets/sections needed; removals, construction plans, signing/stripping (stripping is ground in wet reflective here), storm, erosion control, traffic control, cross sections
- Need more labels/dimensions/rads shown on RTL construction plan
- Sawcut of existing pavement for RTL shall be at the fog/edge line. Full depth removal and replacement shall be required.
- Pavement section needs to be verified based on existing section
- Show utilities and relocation of utilities – relocation will be required
- Need to show removal of the existing field access on CH 27
- We need an estimate or better a bid on the right turn lane to finalize the cooperative agreement between the City and County. Cooperative agreement would need to reference the approved permit.
- All work in the ROW requires permits

Feel free to give me a call if you have any questions and if I can not answer I can get you to an engineer that can help.



Craig Jenson | Transportation Planning Manager
Transportation Services
Scott County | 200 4th Ave W Shakopee, MN 55379
Office: (952) 496-8329
cjenson@co.scott.mn.us
www.scottcountymn.gov



ENGINEERING REVIEW
for
City of Credit River
by
Hakanson Anderson

Submitted to: City of Credit River

cc: Steven Devine-Jelinski, City Administrator
Chris Janson, Consultant Planner
Emily Herold, Consultant Planner
Peter Mikhail, City Attorney
Craig Jenson, Scott County Highway
Garry Tupy, Developer
Chris Ockwig, Developer's Engineer

Reviewed by: Shane Nelson, City Engineer

Date: August 14, 2025

Proposed

Project: Holman Second Addition

Street Location: Longview Lane and 210th Street E

Applicant: Haven Development LLC

Owners of Record: Haven Development LLC

Jurisdictional Agencies:
(but not limited to) City of Credit River, MPCA, Scott County, Scott WMO

Permits Required:
(but not limited to) City Approval, Scott County Approval, NPDES
Construction Permit

INFORMATION AVAILABLE

Preliminary Plat of Holman Second Addition, dated July 10, 2025, prepared by Probe Engineering Company, Inc.

Final Plat of Holman Second Addition, received July 24, 2025, prepared by Probe Engineering Company, Inc.

Preliminary Plans of Holman Second Addition, dated July 22, 2025, prepared by Probe Engineering Company, Inc.

Holman 2nd Addition Stormwater Management Plan, dated January 31, 2025, prepared by Stonebrooke Engineering.

Holman 2nd Addition Stormwater Memo, dated July 24, 2025, prepared by Probe Engineering Co., Inc.

Soil Observation Logs for Holman Second Addition, prepared by A & T Septic

Aquatic Resources Delineation Report Holman Addition, dated August 2023, prepared by Moore Engineering

SITE ACCESS / STREET NETWORK

1. This project proposes five lots which are proposed to gain access from existing City streets. Two of the lots are proposed along Longview Lane, and three lots are proposed along 210th Street East. No new streets are proposed with this development.
2. A northbound right turn lane on Texas Avenue is proposed at Longview Lane. The Applicant shall be responsible for providing a design that meets Scott County Highway Department standards for the turn lanes and shall be responsible for all costs associated with the construction of the new turn lanes, with the exception of any portion of the cost that Scott County is willing to cost share.
3. A shared driveway is proposed for Lot 3 and Lot 4, Block 1. It will be necessary for the Applicant to record a Shared Driveway Agreement against the affected lots. Please provide the draft easement for City Attorney review.

PRELIMINARY PLAT/FINAL PLAT

1. A plat opinion letter will be provided under separate cover from the City Attorney's office. The Applicant shall address any comments received from the City Attorney's office.

GRADING AND EROSION CONTROL

1. The trees within the Texas Avenue (CSAH 27) right-of-way shall be removed. Please clearly depict clearing and grubbing on the plans and adjust the tree protection fence such that it is on the right-of-way line.
2. The culvert crossing at Longview Lane shall be replaced with 18" RCP. Please revise.

STORMWATER

1. The stormwater for this project is proposed to be managed with a wet stormwater pond. Per the Stormwater Management Report, infiltration/filtration is infeasible due to the depth of groundwater and on-site soils.
2. The curve numbers utilized in the pre-settlement condition in the Stormwater Management Report appear to more closely correlate with row crops. The pre-settlement curve numbers shall be revised to reflect pre-settlement conditions.
3. A separate stormwater memo was submitted for the CSAH 27 turn lane. A complete Stormwater Management Report, which includes the new impervious surface from the proposed turn lane, shall be submitted for review and approval.

WETLANDS

1. A wetland delineation was reviewed and approved by the Technical Evaluation Panel (TEP). A Notice of Decision approving the wetland boundary and type was issued on October 2, 2023. The decision is valid for 5 years.
2. It will be necessary to establish the wetland buffers with native grasses. The final plans shall include an establishment plan specifying an accepted MNDOT BWSE NRCS or SWCD seed mix that is appropriate for the area. The establishment plan shall outline planting methods, mowing, and weed maintenance for the first 2 growing seasons. Please submit for review.

SEPTIC SITES

1. Suitability of septic sites to be reviewed and approved by Scott County.

OTHER ITEMS

1. This project disturbs more than 1 acre of land and therefore will require a NPDES Construction Stormwater Permit.
2. Zoning review to be completed by City Planner.

RECOMMENDATIONS

We recommend approval subject to the Applicant addressing the comments herein.

**CITY OF CREDIT RIVER
SCOTT COUNTY
STATE OF MINNESOTA**

RESOLUTION NO. 2025-

**A RESOLUTION APPROVING A FINAL PLAT FOR A DEVELOPMENT KNOWN AS
HOLMAN SECOND ADDITION**

WHEREAS, the City of Credit River is a Minnesota Municipal Corporation, duly organized and authorized to conduct its affairs under the laws of the State of Minnesota; and

WHEREAS, Haven Development LLC, (the "Developer") is the owner of certain real property located in the City of Credit River, State of Minnesota, (the "Subject Property") legally described as follows:

OUTLOT A, HOLMAN ADDITION, Scott County, Minnesota, according to the recorded plat thereof.

WHEREAS, the Developer has requested approval of a Final Plat to subdivide the Subject Property into various lots as shown on the final plat entitled Holman Second Addition, with plans prepared by Probe Engineering, Inc., most recently revised August 6, 2025 (unless otherwise noted), including:

- a. Holman Second Addition Final Plat
 - b. Holman Second Addition 4 Final Plans
 - 1. Cover Sheet (Sheet 1)
 - 2. Grading Plan (Sheet 2)
 - 3. Storm Water Plan (Sheet 3)
 - 4. Erosion Control, Seeding, & Wetland Buffer Establishment Plan (Sheet 4)
 - 5. Details (Sheet 5)
 - 6. Existing Conditions (Sheet 6)
 - 7. SWPP (Sheets 7.1 – 7.0)
 - 8. Right Turn Lane Exhibit (Sheet 8)
- (the "Site Plans"); and

WHEREAS, the Preliminary Plat for the Subject Property was previously approved with conditions by Resolution 2025-13; and

WHEREAS, the City Council has considered the proposed application for the Final Plat and it makes the following **findings of fact**:

1. The Final Plat is substantially consistent with the approved Preliminary Plat for Holman Second Addition; and
2. Technical issues identified in the City Engineer's memorandum dated August 14, 2025, must be resolved prior to release of the plat for recording and approval of construction plans; and
3. Technical issues identified in the Scott County Transportation Services email dated August 15, 2025, must be resolved prior to release the plat for recording and approval of construction plans; and
4. A Development Agreement must be entered by the City of Credit River and fully executed prior to the release of the plat for recording and approval of construction plans; and
5. A Final Plat prepared by Probe Engineering, Inc. is attached hereto as "Exhibit A".

NOW, THEREFORE, be it resolved that the Final Plat for HOLMAN SECOND ADDITION, prepared by Probe Engineering, Inc., is approved subject to the following conditions:

1. The findings set forth above are incorporated into this Resolution as though set forth in full.
2. The Mayor and City Clerk shall not execute or release the Final Plat for recording until the following conditions are satisfied:
 - a. All comments contained within the memo from the City Engineer and City Planner, dated August 14, 2025 (referred to as the "Staff Memo"; incorporated herein) have been addressed by the Developer to the satisfaction of the City Engineer and City Planner;
 - b. Developer has satisfied the requirements of the plat opinion to be issued by the City Attorney;
 - c. A Development Agreement has been entered into between the City and the Developer;
 - d. The required park dedication fee is paid by the Developer in accordance with the Development Agreement;
 - e. Updated plans from Probe Engineering, Inc. address all Staff Memo comments and Scott County Transportation Services requirements, with written approval by the City Engineer, City Planner, and Scott County Transportation Services ("Approved Construction Plans");

- f. Financial security in a form required by the City and approved by the City Attorney and in an amount approved by the City Engineer must be provided by the Developer prior to release of the Final Plat for recording. The Development Agreement shall specify the amount of the financial security.
3. The Subject Property and right-hand turn lane shall be constructed in substantial compliance with the Site Plans, as revised to conform to the Staff Memo, Scott County Transportation Services requirements, and this resolution.
4. To the extent that there are differences or differences or conflicts between the Approved Construction Plans and this resolution, the terms of this resolution shall be controlling.
5. The timing of any construction and infrastructure improvements on the Subject Property will be subject to the conditions of a Development Agreement between the City and the Developer.
6. Timing of construction and infrastructure improvements within County Road 27 right-of-way shall be governed by agreements between the Developer and Scott County Transportation Services.
7. Any and all costs associated with the construction of a right-hand turn lane off County Road 27, as required by Scott County Transportation Services, shall be determined and satisfied between Scott County Transportation Services and the Developer.
8. The approval of the Final Plat shall terminate if a Development Agreement has not been entered into between the City and Developer by August 18, 2026.
9. The approval of the Final Plat shall terminate unless all conditions of this resolution are completed and the Final Plat is recorded no later than August 18, 2026.
10. If the Subject Property is subject to a mortgage, the Developer will need to provide a Consent to Plat and Subordination Agreement from the mortgage holder in a form acceptable to the City Attorney.
11. The Developer must reimburse the City for all costs incurred by the City and its consultants in relation to reviewing the proposed development plans as well as the preparation of the Development Agreement.
12. The Developer shall secure all easements for and construct all street, utility, stormwater, open space, and other improvements as shown on the Approved Construction Plans at their sole expense; except any easement and construction costs related to the right-hand turn lane off County Road 27, which may be shared between the Scott County and the Developer at their agreement.
13. Developer shall be responsible for securing necessary easements and for constructing street and utility improvements as shown on the Site Plans and as required by the Development Agreement, unless otherwise agreed to with the City in writing. The cost of

constructing improvements shall be borne solely by the Developer, unless otherwise agreed to by the City. The location of stormwater improvements within the Subject Property shall be completed as approved by the City Engineer.

14. The Developer shall be responsible for obtaining and complying with all necessary permits from any other governmental agencies.
15. The Developer may not commence construction of any improvements on the Subject Property until the Developer has entered into a Development Agreement with the City; furnished the park dedication fees, financial security and escrow required by the Development Agreement; and delivered any required easements.
16. The Developer shall be responsible for any storm sewer cleaning and holding pond dredging, as required, by the City prior to completion of the development of the Subject Property.
17. The Developer shall complete construction, site restoration and erosion control in accordance with all permitting agency requirements including but not limited to MPCA-NPDES, Scott County, Minnesota Department of Natural Resources, and City Standards.
18. Final plans shall comply with the City of Credit River City Code, the approved Credit River standard details, and the Engineering Manual.
19. Final plans for the right-hand turn lane off County Road 27 shall comply with Scott County Code and applicable Scott County engineering requirements.

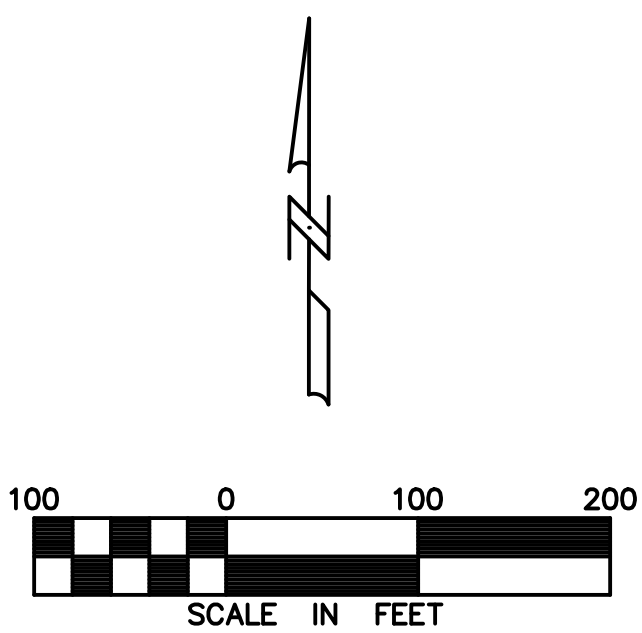
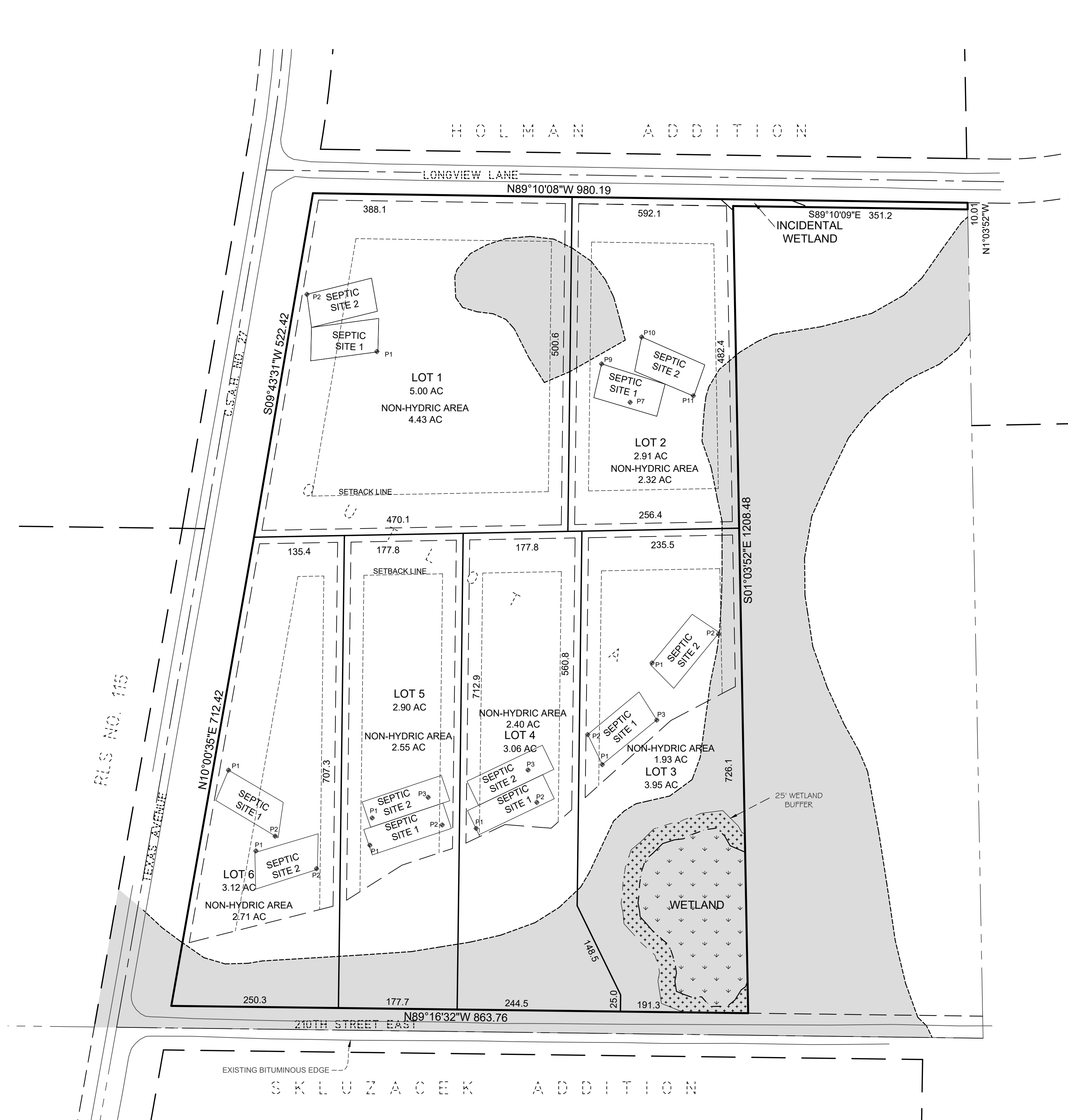
Adopted and approved by the City Council of the City of Credit River on a vote of ____ ayes and ____ nays effective on the 18th day of August, 2025.

Approved:

Chris Kostik, Mayor

Attested:

Steve Devine-Jelinski, Deputy City Clerk



- = DELINEATED WETLAND PER MOORE ENGINEERING
— = HYDRIC SOILS PER SCOTT COUNTY GIS & STANTEC
— = HYDRIC SOIL DELINEATION

Legal Description:
OUTLOT A, HOLMAN ADDITION
SCOTT COUNTY, MINNESOTA

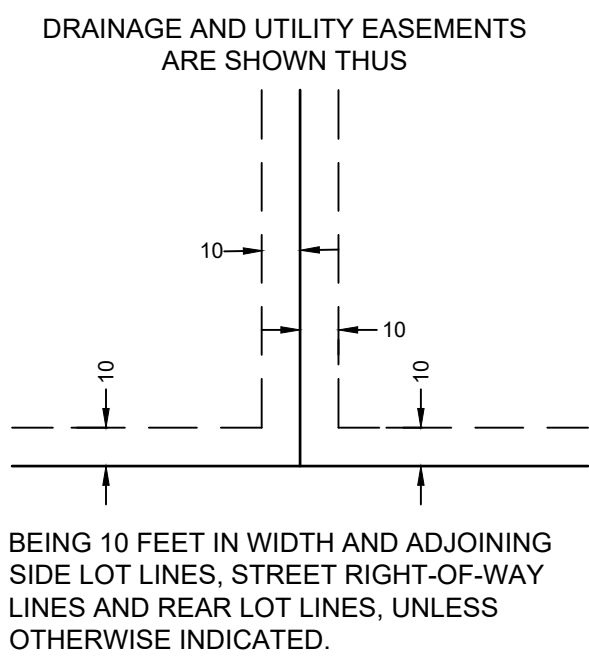
TOTAL SITE AREA:
20.94 AC

SETBACKS: FRONT = 150' FROM CL OF CSAH OR;
= 100' FROM CL OF COUNTY ROAD;
SIDE =30'
REAR=60'
30 FOOT BUILDING SETBACK FROM EDGE OF WETLAND

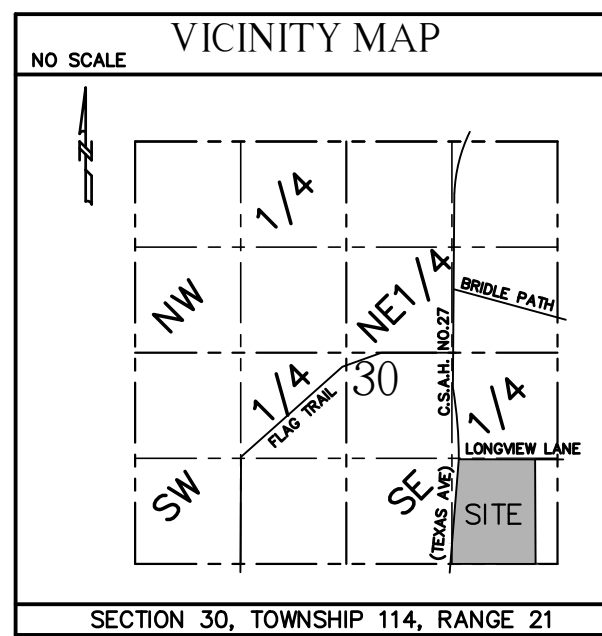
ENCROACHMENT AGREEMENT REQUIRED FOR POSSIBLE
DRIVEWAYS AND SEPTIC PIPES IN DRAINAGE AND UTILITY
EASEMENTS.

DEVELOPER REQUEST THIS TO BE APPROVED AS PART OF
THE FINAL PLAT AND RMP.

ACTUAL ENCROACHMENT AGREEMENT (IF NECESSARY)
WILL BE PREPARED AT THE TIME OF HOME CONSTRUCTION

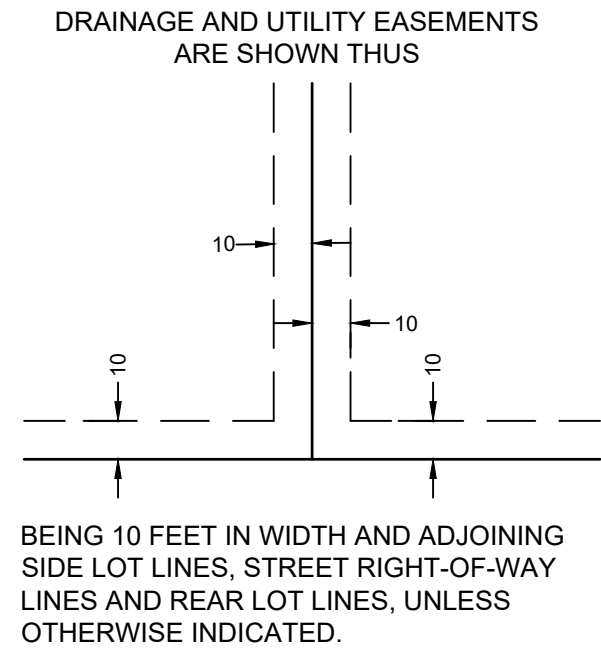


DEVELOPER: ALG ENTERPRISES, LLC
ADDRESS: 20520 KEOKUK AVE., SUITE 50
LAKEVILLE, MN 55044
CONTACT: GARRY TUPY

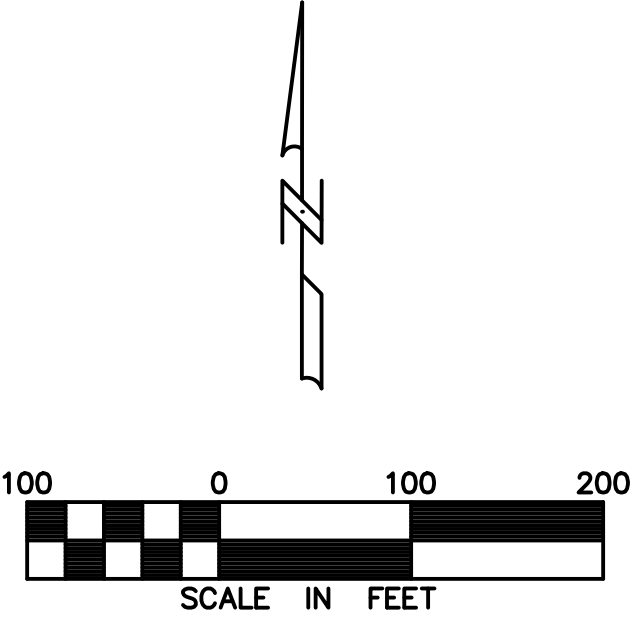
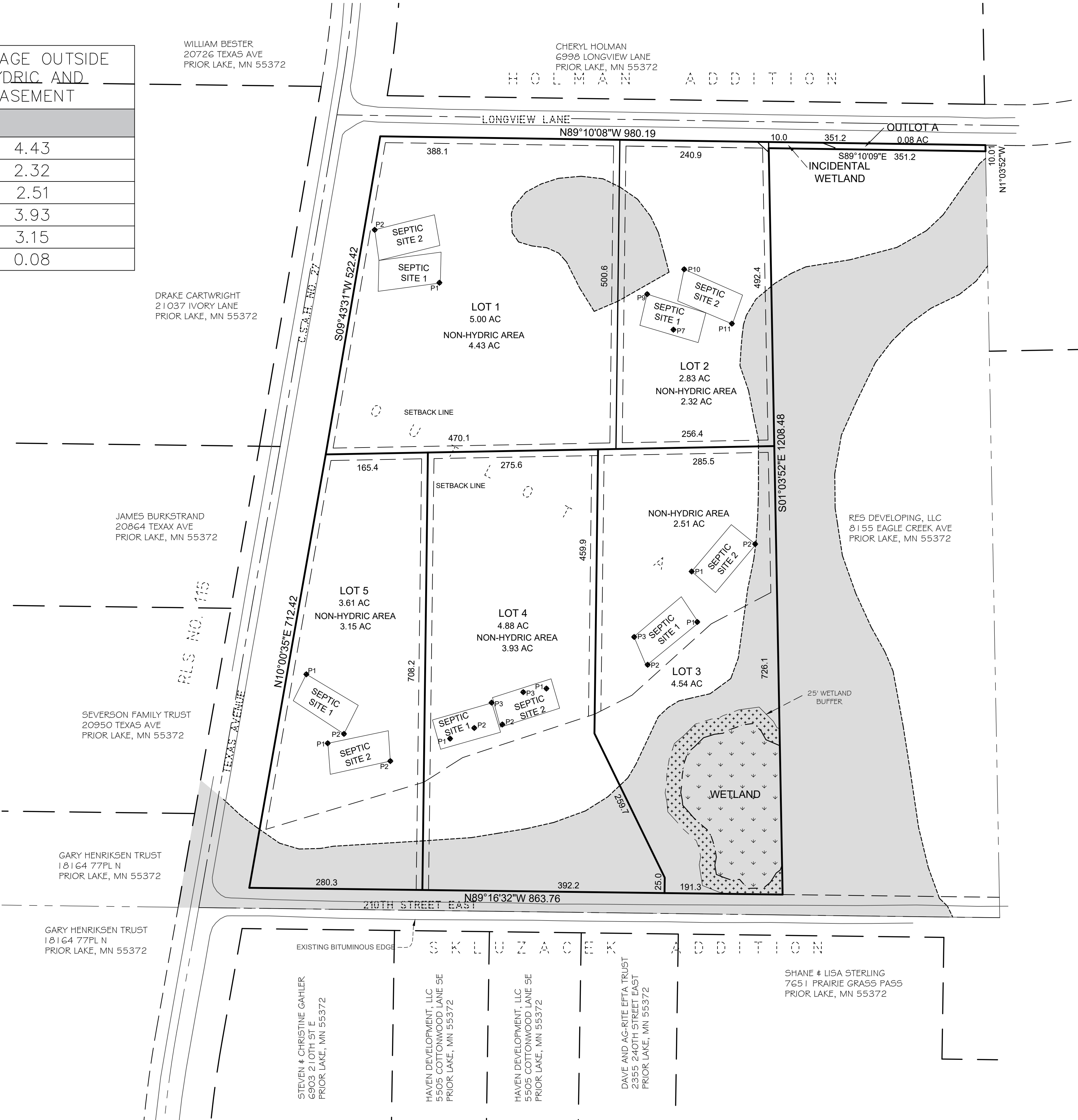


TOTAL PLATED AREA = 20.94

LOT SUMMARY	PROPOSED LOT ACREAGE (2.5 ACRE MINIMUM)	ACREAGE OUTSIDE HYDRIC AND EASEMENT
BLOCK 1		
LOT 1	5.00	4.43
LOT 2	2.83	2.32
LOT 3	4.54	2.51
LOT 4	4.88	3.93
LOT 5	3.61	3.15
OUTLOT A	0.08	0.08



DEVELOPER: ALG ENTERPRISES, LLC
ADDRESS: 20520 KEOKUK AVE., SUITE 50
LAKEVILLE, MN 55044
CONTACT: GARRY TUPY



— = DELINEATED WETLAND PER MOORE ENGINEERING
— = HYDRIC SOILS PER SCOTT COUNTY GIS & STANTEC
HYDRIC SOIL DELINEATION

Legal Description:
OUTLOT A, HOLMAN ADDITION
SCOTT COUNTY, MINNESOTA

TOTAL SITE AREA:
20.94 AC

SETBACKS: FRONT = 150' FROM CL OF CSAH OR;
= 100' FROM CL OF COUNTY ROAD;
SIDE =30'
REAR=60'
30 FOOT BUILDING SETBACK FROM EDGE OF WETLAND

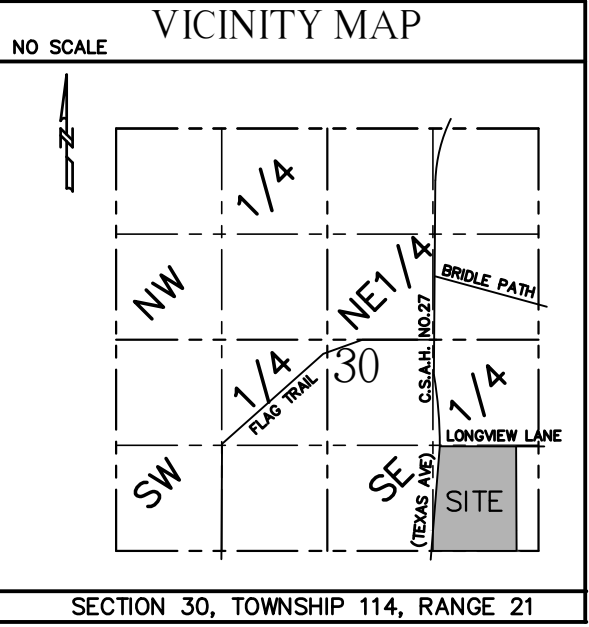
ENCROACHMENT AGREEMENT REQUIRED FOR POSSIBLE
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EASEMENTS.

DEVELOPER REQUEST THIS TO BE APPROVED AS PART OF
THE FINAL PLAT AND RMP.

ACTUAL ENCROACHMENT AGREEMENT (IF NECESSARY)
WILL BE PREPARED AT THE TIME OF HOME CONSTRUCTION

SUBJECT PARCEL AND ALL ADJACENT PARCELS ARE ZONED
RR

ACCORDING TO THE FUTURE LAND USE MAP, ON PAGE 2-20
IN THE CITY'S COMPREHENSIVE PLAN, THE SUBJECT
PARCEL, AND ALL ADJACENT PARCELS, ARE DESIGNATED
RURAL



PROBE
ENGINEERING
COMPANY, INC.

CONSULTING ENGINEERS,
PLANNERS and LAND SURVEYORS

1000 EAST 146th STREET, BURNSVILLE, MINNESOTA 55337 PH (952)432-3000

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED
BY ME OR UNDER MY DIRECT SUPERVISION AND
THAT I AM A DULY LICENSED LAND SURVEYOR
UNDER THE LAWS OF THE STATE OF MINNESOTA.

Russell P. Dunde

DATE 6/19/2025, REG. NO. 19086

5/19/2025 REVISED LOT LAYOUT
6/19/2025 SIGNED
7/10/2025 CITY COMMENTS

PREPARED FOR:
HAVEN DEVELOPMENT
505 COTTONWOOD AVE. SE
PRIOR LAKE, MN 55372

DESIGNED | CHECKED
DRAWN | DATE
JM | 2/13/2025
SCALE
AS SHOWN
JOB NO.
18233.00

PRELIMINARY PLAT
HOLMAN SECOND ADDITION

CITY OF CREDIT RIVER,

MINNESOTA

SHEET

1

REV.

3



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	August 18, 2025
SUBMITTED BY:	Claire Stickler,Planning
ITEM TYPE:	Agenda Report
AGENDA SECTION:	General Business
SUBJECT:	Yellowstone 4th Addition Final Plat a. Resolution 2025-29 Approving a Final Plat for a Development Known as Yellowstone of Credit River Fourth Addition b. Development Agreement for Yellowstone Fourth Addition
BACKGROUND:	The City received an application from ME Development Company for the Final Plat for The Yellowstone of Credit River Fourth Addition. The site is located north of Territory, southeast of Tara Farm, and west of Ranch of Credit River. This Final Plat consists of six (6) home sites measuring at least 2.5 acres each, and one (1) outlot, that will be served by individual well and septic. The parcels are all zoned Rural Residential. There are other future additions/phases planned for this development that will be platted at a later time. The Preliminary Plat totaled 79 homesites when the project is fully built out.
SUGGESTED ACTION:	The City Council is requested to review and make a motion to approve, with conditions, the Final Plat for the Yellowstone of Credit River Fourth Addition. The resolution to approve the Final Plat is included in the packet.
ATTACHMENTS:	Yellowstone 4rd Addition Final Plat Planner Staff Report (002).pdf

STAFF REPORT



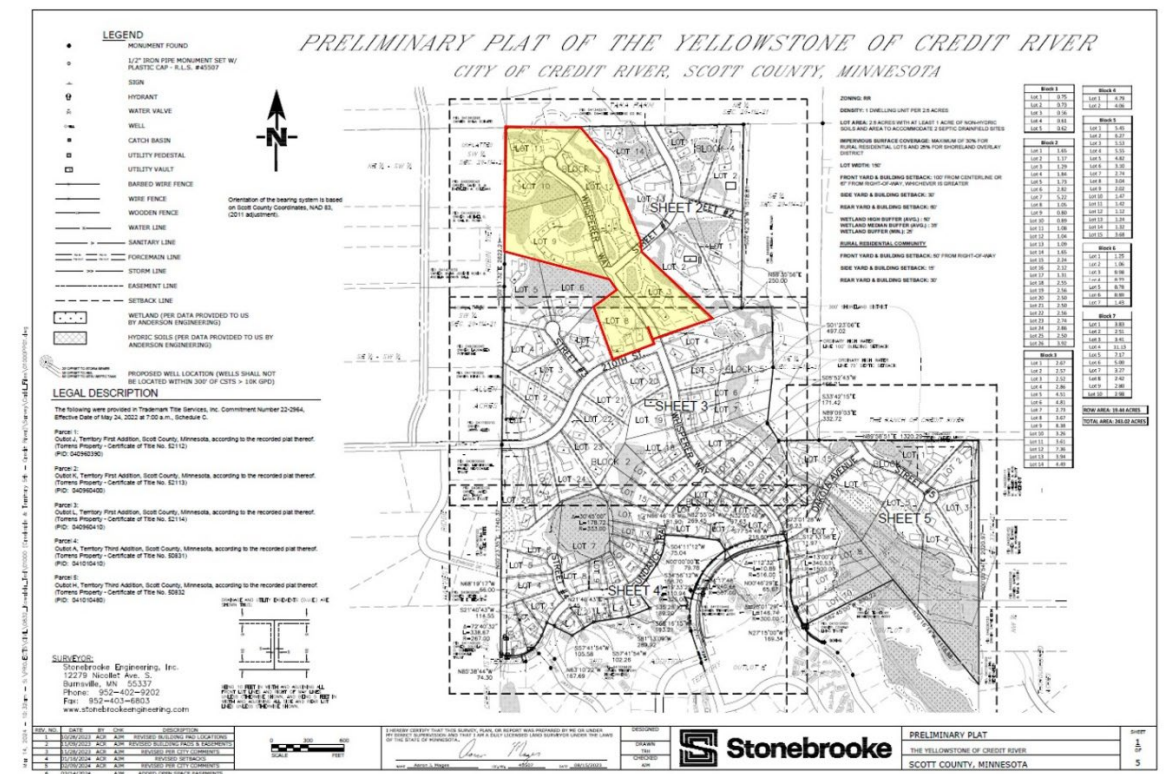
To: Credit River City Council
CC: Steve Jelinski, City Administrator
Shane Nelson, City Engineer
From: MSA Professional Services, Consulting City Planner
Date: August 14, 2025

Description of Request

The City received an application from ME Development Company for the Final Plat for The Yellowstone of Credit River Fourth Addition. The site is located north of Territory, southeast of Tara Farm, and west of Ranch of Credit River.

This Final Plat consists of six (6) home sites measuring at least 2.5 acres each, and one (1) outlot, that will be served by individual well and septic. The parcels are all zoned Rural Residential.

There are other future additions/phases planned for this development that will be platted at a later time. The Preliminary Plat totaled 79 homesites when the project is fully built out.



Ordinance Compliance

All lots are larger than 2.5 acres in accordance with Rural Residential lot size requirements. Proposed lot size and layout are consistent with the Preliminary Plat.

Access, Roads, Guest Parking, Pedestrian Circulation

The Final Plat proposes an extension of Whisperer Way and Street #1. This is consistent with the Preliminary Plat.

Parks, Trails and Open Space

Park dedication is required for this plat and is included in the Development Agreement. The Preliminary Plat required the construction of trail along Dakota Avenue. This addition is not adjacent to Dakota Avenue and therefore does not include this provision.

Engineering

The attached engineering memo identifies items that will require updates to the submitted plans prior to the release of the Final Plat for recording.

Infrastructure

All lots in this addition are proposed to be serviced by individual sewage treatment systems and individual potable water wells. The Developer shall obtain Scott County Environmental Services approval for the proposed placement of individual sewage treatment systems on all lots within the Fourth Addition.

City Council Direction

The City Council is requested to review and make a motion to approve with conditions or deny the Final Plat for Yellowstone of Credit River Third Addition. The resolution to approve to Final Plat is included in the packet.

The following items are included in the packet for review:

1. Staff Report from Credit River Planning Staff dated August 14, 2025
2. Final Plat
3. City Engineering Memorandum dated August 14, 2025
4. Resolution 2025-XX for Final Plat Approval
5. Draft Development Agreement
6. Preliminary Plat of the Yellowstone of Credit River

THE YELLOWSTONE OF CREDIT RIVER FOURTH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That ME Development Company, LLC, a Minnesota Limited Liability Company, owner of the following described property situated in the County of Scott, State of Minnesota, to wit:

Outlot A, THE YELLOWSTONE OF CREDIT RIVER THIRD ADDITION, Scott County, Minnesota, according to the recorded plat thereof.

Has caused the same to be surveyed and platted as THE YELLOWSTONE OF CREDIT RIVER FOURTH ADDITION and dedicate the easements as created by this plat for drainage and utility purposes only.

In witness whereof, said ME Development Company, LLC, a Minnesota Limited Liability Company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: ME Development Company LLC.

Thaddeus Kowalski, President

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this____day of_____, 20_____ by Thaddeus Kowalski, President of ME Development Company LLC, A Minnesota Limited Liability Company.

Notary Public, _____ County, MN.

My commission expires _____

SURVEYOR'S CERTIFICATE

I Aaron J. Mages do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota: that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and that all public ways are shown and labeled on this plat.

Dated this _____, day of _____, 20_____.

Aaron J. Mages, Licensed Land Surveyor
Minnesota License No. 45507

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of_____, 20_____ by Aaron J. Mages, Licensed Land Surveyor.

Notary Public, _____ County, MN.

My commission expires_____

CITY COUNCIL, CITY OF CREDIT RIVER, MINNESOTA

This plat of THE YELLOWSTONE OF CREDIT RIVER FOURTH ADDITION was approved and accepted by the City Council of the City of Credit River, Minnesota at a regular meeting thereof held this _____ day of _____, 20_____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Credit River, Minnesota

By: _____
Mayor

By: _____
City Clerk

SCOTT COUNTY SURVEYOR

Pursuant to Minnesota Statutes, Chapter 389.09, Subd.1, as amended, this plat has been reviewed and approved this _____ day of _____, 20_____.

Scott County Surveyor

SCOTT COUNTY AUDITOR/TREASURER:

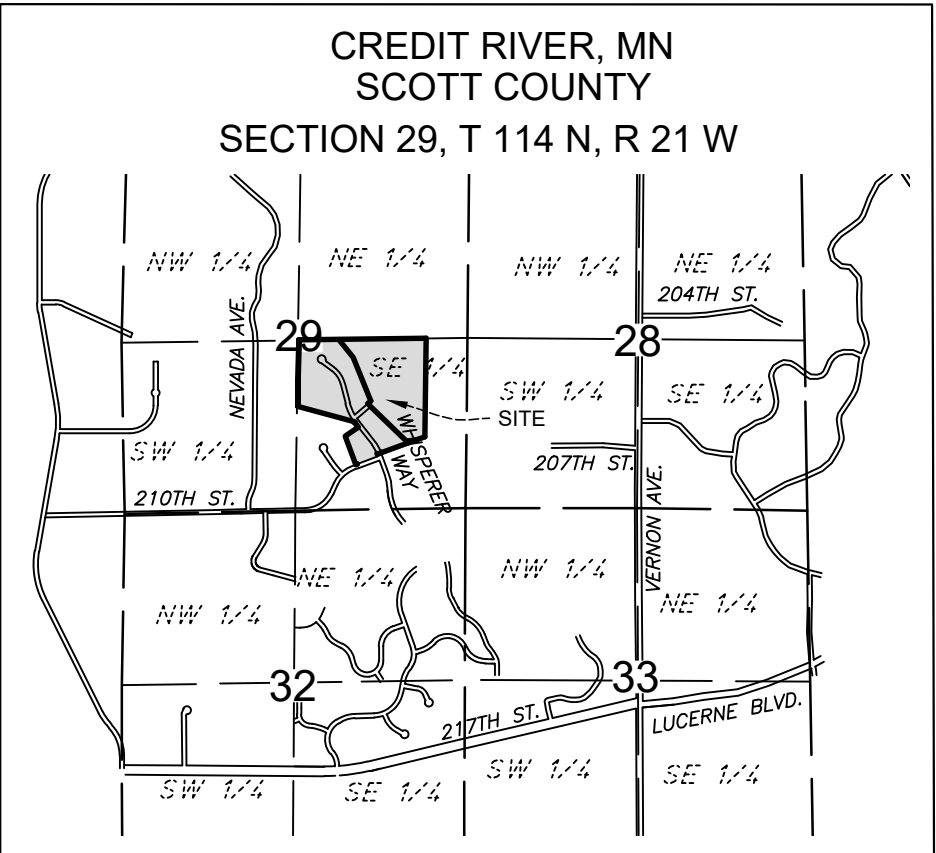
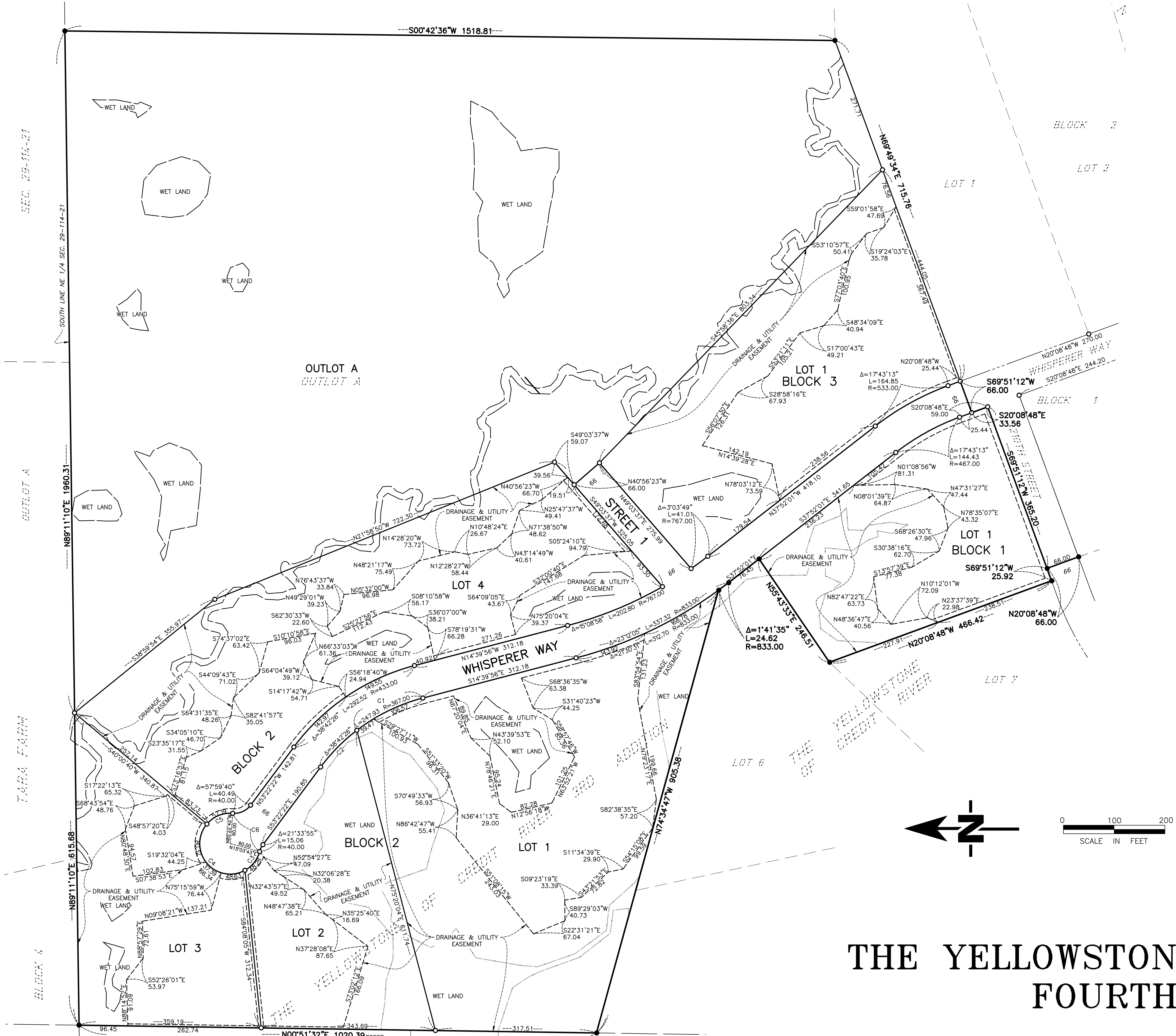
I hereby certify that the current and delinquent taxes on the lands described within are paid and the transfer is entered this _____ day of _____, 20_____.

Signed by: _____, Deputy
Scott County Auditor/Treasurer

SCOTT COUNTY REGISTRAR OF TITLES:

I hereby certify that this plat was filed in the office of the Registrar of Titles for record on this _____ day of _____, 20_____, at _____ o'clock __.M., as Document No. _____.

Scott County Registrar of Titles



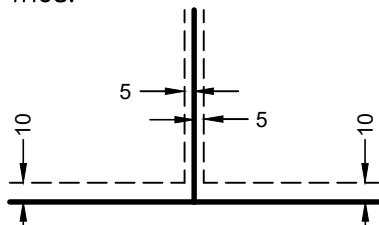
VICINITY MAP

NOT TO SCALE

LEGEND

- 3/4" X 18" IRON PIPE MONUMENT
SET, MARKED BY LICENSE NO. 45507
(UNLESS NOTED OTHERWISE)
- MONUMENT FOUND

DRAINAGE AND UTILITY EASEMENTS (D.U.E.) ARE
SHOWN THUS:



BEING 5 FEET IN WIDTH ALONG ADJOINING LOT
LINES AND 10 FEET IN WIDTH ALONG RIGHT OF
WAY LINES, UNLESS OTHERWISE INDICATED, AS
SHOWN ON THE PLAT.

BEARING BASIS

Orientation of the bearing system is
based on Scott County Coordinates,
NAD 83, (2011 adjustment).

Curve Table			
Curve #	Length	Radius	Delta
C1	146.03	367.00	022°47'54"
C2	101.90	367.00	015°54'33"
C3	48.28	60.00	046°06'11"
C4	166.34	60.00	158°50'46"
C5	57.19	60.00	054°36'38"
C6	271.81	60.00	259°33'35"

THE YELLOWSTONE OF CREDIT RIVER FOURTH ADDITION



ENGINEERING REVIEW
for
City of Credit River
by
Hakanson Anderson

Submitted to: City of Credit River

cc: Steven Devine-Jelinski, City Administrator
Peter Mikhail, City Attorney
Chris Janson, Planning Consultant
Emily Herold, Planning Consultant
Ted Kowalski, ME Development
Scott Hutchinson, ME Development
Tim Arvidson, Developer's Engineer

Reviewed by: Shane Nelson, City Engineer

Date: August 14, 2025

Proposed

Project: The Yellowstone of Credit River Fourth Addition

Street Location: 21000 Whisper Way, Lakeville, MN 55044

Applicant: ME Development Company, LLC

Owners of Record: ME Development Company, LLC

Jurisdictional Agencies:
(but not limited to) City of Credit River, MPCA, Scott County, Scott WMO,
MnDNR

Permits Required:
(but not limited to) City Approval, Scott County Approval, NPDES
Construction Permit

INFORMATION AVAILABLE

Preliminary Plat of The Yellowstone of Credit River, dated April 11, 2025, prepared by Stonebrooke Engineering

Final Plat of The Yellowstone of Credit River Fourth Addition, prepared by Stonebrooke Engineering

The Yellowstone of Credit River Phase 4 Construction Plans dated August 8, 2025, prepared by Stonebrooke Engineering

Yellowstone of Credit River Phase 4 Stormwater Management Plan, dated April 28, 2025, prepared by Stonebrooke Engineering

Geotechnical Evaluation Report for Creekside at Territory Residential Housing Development, dated June 28, 2024, prepared by Braun Intertec

Territory North Wetland Delineation Notice of Decision Extension Request Memo, dated October 11, 2023, prepared by Midwest Natural Resources

SITE ACCESS / STREET NETWORK

1. This project proposes to extend Whisperer Way from its current termination at 210th Street, approximately 1,700 feet north to a proposed permanent cul-de-sac. A temporary turnaround is provided at the intersection of Whisperer Way and Street #1.
2. Please verify that there is a minimum of 2% slope in the permanent cul-de-sac on Whisperer Way. If necessary, add a high point in the center of the cul-de-sac.

GRADING, DRAINAGE AND EROSION CONTROL

1. The 18" RCP culvert at approximate station 142+00 does not have sufficient cover over the pipe. Please revise invert elevations and/or location to provide 2 feet of cover over the pipe.
2. Per City standards, a ditch with a minimum width of 8 feet and a depth of 3 feet is required along the roadway. Please depict proposed grading beginning at approximate station 145+00 on the south side of Whisperer Way to direct stormwater around the cul-de-sac and into the stormwater pond.
3. Please review proposed grading into the stormwater pond on the north end of Whisperer Way. Per the profile on Sheet 16, the pavement elevation at approximate station 146+55 is 976.75. Therefore, the adjacent ditch elevation would be 3 feet lower, or 973.75. Please revise the contours from the stormwater pond to the south (around the south half of the cul-de-sac).

4. Please revise the outlets for the filtration basins such that the perforated pipe drains discharge into a concrete outlet structure which in turn outlets via an RCP pipe (i.e. similar to the outlets in the previous phases).
5. The grading extents for the stormwater pond along Street #1 extend off of the sheet. Please show all grading extents on the plans.

WETLANDS

1. A wetland delineation extension request was reviewed and approved by the TEP. A Notice of Decision approving the wetland boundary and type was issued on November 28, 2023. The decision is valid for 5 years.

FINAL PLAT

1. A plat opinion letter will be provided under separate cover from the City Attorney's office. The Applicant shall address any comments received from the City Attorney's office.

SEPTIC SYSTEMS

1. Individual septic systems are reviewed by Scott County Environmental Services.

WATER SUPPLY

1. Individual wells are proposed to provide water supply to the proposed lots. Wells must meet the requirements of the Minnesota Department of Health and applicable state laws and regulations.

OTHER

1. Please provide a complete Stormwater Management Plan for the 4th Addition which agrees with the proposed improvements.
2. Please provide Specifications for this addition.
3. After the above revisions have been completed, please provide an updated Engineer's Estimate of the improvements. The Engineer's Estimate does not include all the improvements. For example, the silt fence, culverts, drintile, riprap, and restoration items, are not included in the estimate. Please provide an estimate that includes all the improvements.

RECOMMENDATIONS

We recommend approval of the Final Plat subject to the items included herein being addressed.

**CITY OF CREDIT RIVER
SCOTT COUNTY
STATE OF MINNESOTA**

RESOLUTION NO. 2025-29

**A RESOLUTION APPROVING A FINAL PLAT FOR A DEVELOPMENT KNOWN AS
YELLOWSTONE OF CREDIT RIVER FOURTH ADDITION**

WHEREAS, the City of Credit River is a Minnesota Municipal Corporation, duly organized and authorized to conduct its affairs under the laws of the State of Minnesota; and

WHEREAS, ME Development, (the "Developer") is the owner of certain real property located in the City of Credit River, State of Minnesota, (the "Subject Property") legally described as follows:

Outlot A, THE YELLOWSTONE OF CREDIT RIVER THIRD ADDITION, Scott County, Minnesota, according to the recorded plat thereof.

WHEREAS, the Developer has requested a Final Plat so as to allow the Developer to plat the subject property into various lots as shown on the final plat for a development entitled The Yellowstone of Credit River Fourth Addition. The most recent revision of said Final Plat and plans updated August 8, 2025 (unless otherwise noted) were prepared by Stonebrook Engineering and containing the following sheets:

- a. Yellowstone Fourth Addition Final Plat
 - b. Yellowstone Phase 4 Final Plans
 - 1. Title Sheet (Sheet 1)
 - 2. Tabulations (Sheet 2)
 - 3. Miscellaneous Details (Sheets 3-4)
 - 4. Alignment Plan & Tabulations (Sheet 5)
 - 5. Storm Water Pollution Prevention Plan Sheets (6-8)
 - 6. Inplace Topography, Inplace Utilities, & Removal Plan (Sheet 9-10)
 - 7. Erosion Control (Sheets 11-12)
 - 8. Grading Plan (Sheets 13-14)
 - 9. Construction Plan & Profiles (Sheets 15-16)
 - 10. Landscaping & Turf Establishment Plan (Sheets 17-18)
 - 11. Signing Plan (Sheets 19-20)
- (the "Site Plans"); and

WHEREAS, the Preliminary Plat for the Subject Property was previously approved with conditions by Resolution 2024-14; and

WHEREAS, the City Council has considered the proposed application for the Final Plat and it makes the following *findings of fact*:

1. The proposed Final Plat (Fourth Addition) is consistent with the approved Preliminary Plat; and
2. There are minor technical issues, detailed by the City Engineer's memo dated August 14, 2025, to be resolved prior release of the plat for final recording, and approval of construction plans; and
3. A Final Plat prepared by Stonebrook Engineering is attached hereto as "Exhibit A".

NOW, THEREFORE, be it resolved that the Final Plat for YELLOWSTONE OF CREDIT RIVER FOURTH ADDITION, prepared by Stonebrooke Engineering, is approved subject to the following conditions:

1. The findings set forth above are incorporated into this Resolution as though set forth in full.
2. The Mayor and the City Clerk are not authorized to execute and release the Final Plat for recording until the following conditions are satisfied:
 - a. All comments contained within the memo from the City Engineer and City Planner, dated August 14, 2025 (referred to as the "Staff Memo"; incorporated herein) have been addressed by the Developer to the satisfaction of the City Engineer and City Planner;
 - b. Developer has satisfied the requirements of the plat opinion to be issued by the City Attorney;
 - c. A Development Agreement has been entered into between the City and the Developer;
 - d. The Developer has paid the City the park dedication fee required by the Development Agreement;
 - e. Updated Stonebrooke Engineering Plans address the comments of the Staff Memo(s) and the conditions of this resolution are provided for review and approval in writing by the City Engineer and City Planner. Following approval by the City Engineer and City Planner, these plans shall collectively be known as the "Approved Construction Plans"; and
 - f. Financial security in a form required by the City and approved by the City Attorney and in an amount approved by the City Engineer must be provided by the Developer prior to release of the Final Plat for recording. The Development Agreement shall specify the amount of the financial security.

3. The Subject Property shall be constructed in substantial compliance with the Site Plans as revised to conform to the requirements of the Staff Memo and conditions of this resolution.
4. To the extent that there are differences or differences or conflicts between the Approved Construction Plans and this resolution, the terms of this resolution shall be controlling.
5. The timing of the construction and infrastructure improvements on the Subject Property will be subject to the conditions of a Development Agreement between the City and the Developer.
6. The approval of the Final Plat shall terminate if a Development Agreement has not been entered into between the City and Developer by August 18, 2026.
7. The approval of the Final Plat shall terminate unless all conditions of this resolution are completed and the Final Plat is recorded no later than August 18, 2026.
8. If the Subject Property is subject to a mortgage, the Developer will need to provide a Consent to Plat and Subordination Agreement from the mortgage holder in a form acceptable to the City Attorney.
9. The Developer must reimburse the City for all costs incurred by the City and its consultants in relation to review of the proposed development plans as well as the preparation of the Development Agreement.
10. The Developer shall secure all easements for and construct all street, utility, stormwater, open space, and other improvements as shown on the Approved Construction Plans at their sole expense.
11. Developer shall be responsible for securing necessary easements and for constructing street and utility improvements as shown on the Site Plans and as required by the Development Agreement, unless otherwise agreed to with the City in writing. The cost of constructing improvements shall be borne solely by the Developer, unless otherwise agreed to by the City. The location of stormwater improvements within the Subject Property shall be completed as approved by the City Engineer.
12. The Developer shall be responsible for obtaining and complying with all necessary permits from any other governmental agencies.
13. The Developer shall obtain Scott County Environmental Services approval for the proposed placement of individual sewage treatment systems on all lots within the Fourth Addition.
14. The Developer may not commence construction of any improvements on the Subject Property until the Developer has entered into a Development Agreement with the City; furnished the park dedication fees, financial security and escrow required by the

Development Agreement; and delivered any required easements.

15. The Developer shall be responsible for any storm sewer cleaning and holding pond dredging, as required, by the City prior to completion of the development of the Subject Property.
16. The Developer shall complete construction, site restoration and erosion control in accordance with all permitting agency requirements including but not limited to MPCA-NPDES, Scott County, Minnesota Department of Natural Resources, and City Standards.
17. Final plans shall be in accordance with the City of Credit River City Code, the approved Credit River standard details and Engineering Manual.
18. With respect to platting future phases of development, all the conditions of approval of the Preliminary Plat set forth in Resolution No. 2024-14 remain in full force and effect. Nothing in this resolution shall be construed to waive or modify said conditions with respect to any future plats.
19. THE YELLOWSTONE OF CREDIT RIVER THIRD ADDITION Final Plat shall be recorded, henceforth creating Outlot A, THE YELLOWSTONE OF CREDIT RIVER THIRD ADDITION, required to record THE YELLOWSTONE OF CREDIT RIVER FOURTH ADDITION.

Adopted and approved by the City Council of the City of Credit River on a vote of ____ ayes and ____ nays effective on the 18th day of August, 2025.

Approved:

Chris Kostik, Mayor

Attested:

Steve Devine-Jelinski, Deputy City Clerk

Reserved for recording data

**CITY OF CREDIT RIVER
SCOTT COUNTY
DEVELOPMENT AGREEMENT**

YELLOWSTONE FOURTH ADDITION

THIS DEVELOPMENT AGREEMENT, the “Agreement” entered into this ____ day of _____, 2025 by and between the City of Credit River, a Minnesota municipal corporation, referred to herein as the “City”, and ME Development Company, LLC, a Minnesota limited liability company, referred to herein as the “Developer”.

WITNESSETH:

WHEREAS, Developer is the fee owner and developer of the real property legally described as Outlot A, THE YELLOWSTONE OF CREDIT RIVER THIRD ADDITION, Scott County, Minnesota, according to the recorded plat thereof, and to be platted as:

Outlot A, THE YELLOWSTONE OF CREDIT RIVER THIRD ADDITION, Scott County, Minnesota, according to the recorded plat thereof.

which real property is proposed to be subdivided and platted for development and which real property is subject to the provisions of this Agreement; and

WHEREAS, Developer has received preliminary plat approval for “The Yellowstone of Credit River Fourth Addition” as shown on Exhibit A which is incorporated herein by reference; and

WHEREAS, Developer has applied for final plat approval for a residential subdivision with lots for 6 single-family homes, including public streets and other improvements to be called “The Yellowstone of Credit River Fourth Addition”, as shown on Exhibit B which is incorporated herein by reference and which shall hereinafter be referred to in its entirety as either the “Subject Property” or the “Plat”; and

WHEREAS, the City has given final plat approval of the Plat contingent upon Developer’s

compliance with certain City requirements including, but not limited to, matters set forth herein; and

WHEREAS, the City requires that certain public improvements including, but not limited to street improvements, stormwater and utility conveyances, stormwater ponds, septic systems, street signs, wetland buffers strips and wetland buffer signs (hereafter "Infrastructure Improvements") be installed by Developer to serve the Plat and be financed by Developer as a condition of final Plat approval; and

WHEREAS, this Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners, the understandings and covenants of the parties concerning the development of the Plat and the conditions imposed thereon.

NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED, in consideration of each party's promises and considerations herein set forth, as follows:

1. Construction of Infrastructure Improvements.

A. The Developer, at its sole expense, shall construct those Infrastructure Improvements located on and off the Plat as detailed in the Plans and Specifications for The Yellowstone of Credit River Fourth Addition and on file with the City Clerk (collectively the "Approved Plans"). If the Approved Plans vary from the written terms of this Agreement, the written terms of this Agreement shall control. The Approved Plans are:

- Final Construction Plans for The Yellowstone of Credit River Phase 4, [dated __,] prepared by Stonebrooke Engineering, Inc.
- Final Plat of The Yellowstone of Credit River Fourth Addition prepared by Stonebrooke Engineering, Inc.
- Project Manual for The Yellowstone of Credit River (Phase 4) Storm Sewer and Street Improvements, dated __, 2025, prepared by Stonebrooke Engineering, Inc.
- Yellowstone of Credit River Phase 4 Stormwater Management Plan, __, 2025, prepared by Stonebrooke Engineering, Inc.

All Infrastructure Improvements shall be constructed according to the Approved Plans, which are consistent with the Credit River Engineering Design Standards, City ordinances and all other standards adopted by the City as of the date of this Agreement ("City Standards"). Any desired revisions to the Approved Plans shall be submitted to the City for prior written approval. Upon such written approval the revised plan will become the Approved Plans under this Agreement.

Unless the City Engineer specifies a later date, and barring Unavoidable Delays, the Infrastructure Improvements for Yellowstone Fourth Addition shall be installed by October 31, 2026; provided, however the second and final wear course lift of bituminous pavement shall be installed upon the public streets after July 1, but before August 31, one winter after the first lift of asphalt has been installed. "Unavoidable Delays" shall mean delays, outside

the control of Developer, which are the result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, global pandemic, epidemic, fire or other casualty, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, results in delays, or acts of any federal, state or local governmental unit.

Developer warrants to the City for a period of two years from the date the City accepts by resolution the finished Infrastructure Improvements (the "Warranty Period") that all Infrastructure Improvements and erosion control required to have been performed by it under this Agreement have been constructed in accordance with City Standards and shall suffer no significant impairments, either to the structure or to the surface or other usable areas due to improper construction, poor materials, and faulty workmanship. With respect to matters covered by the warranty, the Developer, at its own expense, shall be solely responsible for performing any repair work required to bring the Infrastructure Improvements in conformance with City standards within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

All sod, trees, and landscaping shall be warranted to be alive, of good quality, and disease free for one growing season after installation. Any replacements shall be similarly warranted for one growing season from the time of installation.

- B. Infrastructure Improvements shall be accepted by the City at such time as a licensed professional engineer, retained by the City ("City Engineer(s)") has certified in writing to the City that the construction/installation of the Infrastructure Improvement(s) has been done and performed according to the Approved Plans, which certification shall not be unreasonably withheld, conditioned, or delayed.
- C. The City shall, at its option, have the City Engineers and/or designated representatives present at the Subject Property for inspection purposes at all times (or such times as the City may deem necessary) during the construction and installation of said Infrastructure Improvements.
- D. Approved vegetation (if any) shall be established over all areas of any lot located within the Plat not covered by a hard or impervious surface in accordance with the Approved Plans. Landscaping shall be completed within one year following the issuance of a building permit for the last vacant lot in the Plat unless weather precludes completion, in which case the landscaping shall be completed at the outset of the next growing season.
- E. Developer shall, at its own expense, cause to be installed street signs of such type and at such locations as reasonably required by the City Standards and in conformance with the Minnesota Department of Transportation Manual on Uniform Traffic Control Devices.
- F. Developer shall install silt fencing (or other approved erosion control devices) prior to any grading commencing.
- G. Developer shall install to the City Standards all Infrastructure Improvements except for the

second and final lift of bituminous prior to any building permits being issued for lots located within the Plat.

- H. Developer shall install storm water retention/water quality ponds, volume control measures and other storm water facilities upon the Plat as shown on the Approved Plans and in accordance with City Standards.
 - I. Developer shall provide the City Clerk and the City Engineers with a pre-construction schedule for the pre-construction meeting(s). Further, Developer shall notify the City Clerk and City Engineers one week prior to the initiation of road construction to coordinate review of construction activities. If the City Clerk and City Engineers are not notified, the Developer agrees to pay all additional costs for core samples, borings, or other inspections deemed reasonably necessary by the City caused by such failed notification. The Developer agrees that upon being billed by the City, Developer will pay all undisputed billings within thirty (30) days of the mailing of said billing the said additional amount.
2. **Intended Use of Subdivision Lots.** The City and Developer agree that the numbered lots in the Plat are intended only for single-family residential use in the number and the configuration as are shown on the Plat. Developer shall construct only one single family dwelling per numbered lot, unless the lot is rezoned by the City in the future into a classification which would allow additional units to be constructed.
3. **Surety Requirements.**
- A. **Surety Requirements.** Prior to the City's execution of this Agreement, the Developer will provide the City with an irrevocable letter of credit (or other surety as approved by the City Attorney), the "Letter of Credit" as security that the obligations of the Developer to the City under this Agreement shall be performed. The Letter of Credit shall be in the amount of \$ [REDACTED], representing the sum of 125% of the estimated cost of the City's Infrastructure Improvements as determined by the City Engineer. The Letter of Credit must be from an FDIC insured bank approved by the City, be in a form approved by the City Attorney, be for a term sufficient to cover the completion, maintenance and warranty periods, and must be available in its entirety to fulfill the obligations of the Developer under this Agreement. The Letter of Credit shall require only that the City present the issuer with a sight draft and an affidavit signed by the City Clerk or the Clerk's designee attesting to the City's right to draw funds. The Letter of Credit shall contain language requiring its automatic renewal unless the City specifically approves cancellation of the Letter of Credit in writing.

The initial Letter of Credit shall expire on October 31 or the closest business day if October 31 falls on a weekend. The Letter of Credit shall automatically renew for successive one-year terms unless, at least sixty (60) days prior to the next annual renewal date (which shall be October 31 of each calendar year), the financial institution issuing the Letter of Credit delivers written notice to the Letter of Credit issuer that it intends to modify the terms of or cancel the Letter of Credit. Written notice is effective if delivered to, or sent by certified mail, postage prepaid, and

deposited in the U.S. Mail, at least sixty (60) days prior to the next annual renewal date, addressed to the party requiring the Letter of Credit as outlined in Notice section of this Agreement and is actually received by the City at least thirty (45) days prior to the renewal date.

- B. **Drawing on Letter of Credit.** The City may draw on the Letter of Credit or surety after a default and failure to timely cure by the Developer hereunder. The City may use such drawn upon funds to complete work not performed by the Developer as required in this Agreement including, but not limited to, Infrastructure Improvements, erosion control, and other such measures, to pay liens on any property to be dedicated to the City, to reimburse the City for costs incurred in the drafting, execution, administration or enforcement of this Agreement, to repair or correct deficiencies which occur to the Infrastructure Improvements during the Warranty Period, or to otherwise fulfill the obligations of the Developer under this Agreement.
- C. **Deficient Letter of Credit.** In the event that the Letter of Credit, or other surety referred to herein is ever utilized and found to be deficient in amount to pay or reimburse the City in total as required herein, the Developer agrees that upon being billed by the City, the Developer will pay all undisputed amounts, within thirty (30) days of the mailing of said billing such deficient amount. If there should be an overage in the amount of utilized security, the City will, upon making such determination, immediately refund to the Developer any monies which the City has in its possession which exceeds the actual costs incurred by the City.
- D. **Special Assessment/Certification.** The Developer hereby agrees to allow the City to specially assess and/or certify to the Subject Property any and all costs incurred by the City in enforcing any of the terms of this Agreement in the event: (i) the Letter of Credit is insufficient; or (ii) the Developer fails to maintain the letters of credit or surety in the amount required above within thirty (30) days of mailing of written request by the City. In the event the City assesses the Subject Property for such costs, the Developer agrees not to contest the authority of the City to assess the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.
- E. **Renewal of Letter of Credit.** In the event any surety referred to herein is in the form of an irrevocable letter of credit, which by its terms may become null and void prior to the time at which all monetary or other obligations of the Developer are paid or satisfied, it is agreed that the Developer shall provide the City with a new Letter of Credit or other surety, acceptable to the City, at least forty-five (45) days prior to the expiration of the original Letter of Credit. If a new Letter of Credit is not received as required above, the City may thence draw in part or in total, at the City's discretion, upon the expiring Letter of Credit to avoid the loss of surety for the continued obligations. The City Attorney shall approve the form of any irrevocable letter of credit or other surety prior to its issuance.
- F. **Bankruptcy.** In the event the Developer files bankruptcy, or in the event an

involuntary bankruptcy proceeding is filed against the Developer and is not dismissed within sixty (60) days, or in the event a court appoints a receiver for the Developer, the City may draw on the Letter of Credit or surety in its full amount to secure its surety position. The City shall then release the remainder of the Letter of Credit or surety to the bankruptcy court or receiver in the same manner that it would be required to release the Letters of Credit under this Agreement.

4. **Surety Release.**

- A. Periodically, as payments are made by the Developer for the completion of portions of the Infrastructure Improvements, the Developer may request of the City that the Letter of Credit or other surety be proportionately reduced for that portion of the Infrastructure Improvements and other requirements under this Agreement which have been fully completed and payment made, therefore.
- B. The Developer may request of the City a reduction or release of the Letter of Credit or other surety as follows:
 - i. When another acceptable letter of credit or surety is furnished to the City to replace a prior letter of credit or surety.
 - ii. When all or a portion of the Infrastructure Improvements have been installed, the Letter of Credit or surety may be reduced by the dollar amount attributable to that portion of Infrastructure Improvements so installed at such time as the City Engineers have certified to the City that the construction/installation of the Infrastructure Improvement(s) has or have been done and performed according to Approved Plans.

However, the City, at a minimum, shall retain the Letter of Credit in the amount of 10% of the estimated construction cost of the Infrastructure Improvements and landscaping costs during the two-year Warranty Period.
 - iii. As to all requests brought under this paragraph B, the City shall have discretion whether to reduce or not to reduce the Letter of Credit or surety; however, such approval for a reduction or release shall not be unreasonably withheld, conditioned, or delayed.
- C. The costs incurred by the City in processing any reduction request shall be billed to the Developer and paid to the City within thirty (30) days of billing.

5. **Abandonment of Project - Costs and Expenses.** In the event the Developer has conclusively abandoned the proposed development of the Plat, the City's reasonable costs and expenses related to attorney's fees, engineering fees, professional review, drafting of this Agreement, preparation of the feasibility report, plans and specifications, completion of Infrastructure Improvements and any other expenses undertaken in reliance upon the Developer's various representations shall be paid by the Developer within thirty (30) days after receipt of a bill for such undisputed costs from the City. In addition, in the event the

Developer has conclusively abandoned the project, in whole or in part, ceases substantial field work for more than nine (9) months, fails to provide sufficient ground-cover to prevent continuing soil erosion from the Plat, or fails to leave the abandoned property in a condition which can be mowed using conventional lawn mowing equipment, the Developer agrees to pay all costs the City may incur in taking whatever action is reasonably necessary to provide ground-cover and otherwise restore or replace and repair any structures damaged by frost in the Plat to the point where undeveloped grounds are level and covered with permanent vegetation sufficient to prevent continuing soil erosion from the Plat and to facilitate mowing of the Plat. In the event that such costs are not paid, the City may specially assess or certify such costs against the lots within the Plat and/or take necessary legal action to recover such costs, including reasonable attorney's fees. In the event the City assesses the Subject Property for such costs, the Developer agrees not to contest the authority of the City to assess the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.

6. **Developer to Pay City's Costs and Expenses.**

- A. It is understood and agreed that the Developer will reimburse the City for all reasonable administrative, legal, planning, engineering and other professional costs incurred in the creation, administration, enforcement or execution of this Agreement, and the approval of the Plat, as well as all reasonable engineering expenses incurred by the City in designing, approving, constructing, installing, and inspecting said Improvements described above. Specifically, the Developer shall pay an hourly fee for consulting engineering administration which shall include monitoring of construction, observation, consultation with the Developer and its engineers on status or problems regarding the project, monitoring during the Warranty Period and processing of requests for reduction in security. The Developer shall pay for construction observation performed by the City's Engineers. Construction observation may include full or part time observation, as reasonably needed to ensure Developer's performance under this Agreement.. The Developer agrees to pay all undisputed costs within thirty (30) days of billing by the City. Undisputed bills not paid within thirty (30) days of billing by the City shall accrue interest at the rate of 6% per year. Further, if the Developer fails to pay such amounts, then the City may specially assess or certify such costs against the Subject Property. In the event the City assesses the Subject Property for such costs, the Developer agrees not to contest the authority of the City to assess the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes. The Developer has the right to request time sheets and other records to verify said billing prior to payment.
- B. All reasonable administrative, engineering, planning and legal fees related to plan review, drafting of this Agreement and any other necessary items shall be payable to the City prior to any work commencing unless otherwise agreed to by the City.
- C. Further, if the Developer has not already done so, the Developer shall provide to

the City, in cash or certified check, for deposit in an escrow fund, the estimated amounts for reasonable future administrative and legal fees as well as City engineering and construction observation costs. The Developer shall establish an escrow account of \$20,000.00 with the City as partial payment of these costs prior to executing this Agreement. If the escrow amount is depleted, the Developer agrees to furnish additional monies as requested by the City. The City may withhold building permits if the Developer does not promptly rectify the escrow account. Any amounts not utilized from this escrow fund shall be returned to the Developer, without interest, when all Infrastructure Improvements have been completed, all financial obligations to the City have been satisfied, and the required "as built" plans for road construction and any other work have been provided to the City Engineer in the format specified by the City Engineer. If additional escrow is required or bills incurred beyond the escrow amount, the Developer shall be billed directly for such costs and there will be no acceptance of streets until all obligations have been fully paid. If the Developer fails to pay uncontested bill(s) within thirty (30) days, then the City may: (i) secure the unpaid costs from either the Letter of Credit; (ii) specially assess or certify such costs against the Subject Property; or (iii) take necessary legal action to recover such costs and the Developer agrees that the City shall be entitled to reasonable attorney's fees incurred by the City as a result of such legal action. Developer agrees not to contest the authority of the City to assess the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal wider any applicable Minnesota Statutes.

7. **Erosion and Siltation Control.**

- A. Before any grading is started within the Subject Property, all erosion control measures as shown on the Approved Plans shall be strictly complied with as set forth in the Approved Plans as well as all requirements of the National Pollutant Discharge Elimination System ("NPDES") permit and any other permit requirements issued by the City, the County, the State or the Federal government. The Developer shall also install all erosion control measures deemed necessary by the City Engineer should the erosion control plan prove inadequate in any respect.
- B. The Developer shall be responsible for maintaining all erosion and sediment control measures in accordance with all applicable City, County, and State regulations until the NPDES Permit responsibilities have been transferred to any builder for individual lots. Upon transfer of NPDES Permit responsibilities, the respective builder shall become responsible for maintaining all erosion and sediment control measures on the lot in accordance with the Approved Stormwater Prevention Plan, as may be amended, until the completion of final stabilization as defined in the NPDES Construction Permit.
- C. The Developer shall continue to be responsible for cleaning the public streets within the Plat on a daily basis, or as reasonably required by the City, and maintaining all storm sewer inlet protection devices through the duration of the two-year Warranty Period.

8. **Drainage Requirements.** The Developer shall comply with all requirements for drainage into any county ditch or other ditch through which water from the Subject Property may drain and shall make any necessary improvements or go through any necessary procedures to ensure compliance with any applicable Federal, State, County or City requirements, all at the Developer's expense.

Developer shall not damage or interfere with the use of, or otherwise diminish the functionality of any existing field tiles unless the Developer has determined that the field tile does not extend into adjacent properties. Any damage to existing field tile that extends into or provides drainage from adjacent properties caused by the Developer or its contractors shall be repaired or replaced or rerouted at the sole expense of Developer.

9. **Maintain Public Property Damaged or Cluttered During Construction.**

- A. The Developer agrees to assume full financial responsibility for any damage caused by Developer which may occur to public property including but not limited to streets, street sub-base, base, bituminous surface, curb, utility system including but not limited to water mains, sewer mains, field tile, air release valves, shut-off valves, septic, well, sanitary sewer or storm sewer when said damage occurs as a result of the activity which takes place during the development of the Subject Property including, but not limited to, construction of Infrastructure Improvements and home construction. The Developer further agrees to pay all costs required to repair the streets, utility systems and other public property damaged or cluttered with debris when occurring as a direct or indirect result of the construction of Developer that takes place in the Subject Property.
- B. The Developer agrees that all construction debris shall be placed in areas and enclosures approved by the City. The Developer further agrees to clean the streets and maintain all storm sewer inlet control devices on a daily basis or as reasonably required by the City. The Developer further agrees that any damage to public property occurring as a result of construction activity including, but not limited to home construction, within the Plat will be repaired immediately if deemed to be an emergency by the City. The Developer further agrees that any damage to public property as a result of construction activity within the Plat will be repaired within three (3) business days of being notified by the City of the damage or if not reasonably repairable within three (3) business days, such additional reasonable period of time to effect the repair. This notice requirement shall not apply if the damage is deemed to be an emergency by the City.
- C. If the Developer fails to timely clean the streets or repair or maintain public property after being notified by the City, the City may undertake action to make or cause streets and/or public property to be cleaned up, repaired or maintained. When the City undertakes such activity, the Developer shall reimburse the City for all reasonable expenses within thirty (30) days of its billing to the Developer. If the Developer fails to pay undisputed amounts under said bill within thirty (30) days, then the City may specially assess or certify such costs against the lots within the Plat and/or take necessary legal action to recover such costs and the Developer

agrees that the City shall be entitled to reasonable attorneys' fees incurred by the City as a result of such legal action. Developer agrees not to contest the authority of the City to assess the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.

10. **Easement Rights.** Developer and its successors and assigns hereby grant to the City, its agents, employees, officers, and contractors a permanent non-exclusive easement for the right of entry within the Plat for the purpose of inspection and/or to accomplish any and all work or to take any and all corrective action deemed reasonably necessary by the City in their sole discretion pursuant to the terms of this Agreement. Developer, and its successors and assigns, shall have a permanent non-exclusive easement over all publicly dedicated areas within the Plat; or, any utility easements on the Plat, or areas and easements off the Plat upon which Developer is obligated under this Agreement to construct Infrastructure Improvements, in order to access utility connections.

11. **Miscellaneous.**

- A. The Developer agrees that all construction items required under this Agreement are items for which Developer is responsible for completing and all work shall be done at the Developer's sole expense.
- B. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement.
- C. If building permits for residential structures to be constructed upon lots within the Plat are issued prior to the completion and acceptance of Infrastructure Improvements, the Developer assumes all liability and the costs resulting in delays in completion of public Infrastructure Improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, materialmen, employees, agents, assigns or third parties.
- D. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by written resolution of the City. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- E. This Agreement shall run with the land and shall be recorded against the title to the Subject Property by the Developer. Upon completion and acceptance of the Infrastructure Improvements, the parties shall execute a Memorandum of Completion in recordable form evidencing Developer's satisfactory performance of its obligations hereunder.
- F. The Developer represents to the City that the Plat complies with all City, County, State and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, building codes and environmental regulations. The

Developer agrees to obtain all required Federal, State, County, City and other local permits. 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 complies with City, County, State and Federal laws and regulations. Upon the City's demand, the Developer shall cease work until there is compliance with City, County, State and Federal laws and regulations.

- G. Prior to the execution of this Agreement and prior to the start of any construction on the Subject Property, Developer shall provide the City with evidence of good and marketable title to the Subject Property. "Evidence of good and marketable title" shall mean a title insurance policy or title insurance commitment from a national title insurance company, or an abstract of title updated by an abstract company registered under the laws of the State of Minnesota.
- H. Developer shall comply with and receive all required permits relating to storm water, wetland reconstruction activities, ponding and wetland related restrictions, if any, required by the County, City and/or any applicable provisions of State and Federal law.
- I. Within thirty (30) days after completion of construction of Infrastructure Improvements and prior to any such improvements being accepted, the Developer shall provide the City with CAD formatted "as built" or "record drawings" for all improvements within the Plat and Grading Plan. The foregoing shall include certification 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 with appropriate access easements from a public road for maintenance activities.
- J. No building permits shall be issued until the Final Plat is approved by the City Council and filed with the County Recorder. No building permits shall be issued until the bituminous base course has been installed by the Developer and approved by the City Engineer.
- K. Any disturbed slopes, eroded channels, and other non-turfed areas shall be graded to City Standards (4:1 or flatter if practical) and established with turf or stabilized with appropriate cover according to Approved Plans.
- L. Third parties shall have no recourse against the Developer or the City under this Agreement.
- M. 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.

- N. Developer shall provide to the City a completed signed paper copy of the mylar of the final Plat as recorded with the Office of the County Recorder.
- O. If required by the City, the Developer shall enter into a maintenance agreement with the City to snowplow the public streets within the Plat until such time as the public streets located within the Plat are accepted by the City. The maintenance agreement shall be in a form acceptable to the City Attorney.
- P. Developer, its successor or assigns, agrees that each lot located within the Plat shall be responsible for an equal share of the City's costs to maintain and administer any storm water ponds and infiltration basins located within the Plat. Developer, its successor or assigns, hereby agrees to allow the City to specially assess or certify to each such Lot an equal share of any and all costs incurred by the City in maintaining said storm water ponds and infiltration basins and drainage easements. Should the City assess the Lots as provided above for said maintenance and administrative costs, Developer, its successor or assigns, agrees not to contest the authority of the City to assess the Lots on the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.

12. **Violation of Agreement.**

- A. Except as otherwise provided in this Agreement, upon any default by Developer, its successors or assigns, of any of the covenants and agreements herein contained, the City shall give the defaulting party thirty (30) days mailed notice thereof (via certified mail and the thirty (30) day notice period shall be deemed to run from the date of deposit in the United States mail), and if such default is not cured within said thirty (30) day period, or if not reasonably curable within thirty (30) days such additional reasonable period of time to effect the cure, the City may avail itself of any remedy afforded by law or by statute, or in equity or any of the following remedies:
 - i. the City may specifically enforce this Agreement;
 - ii. the City may suspend any work, improvement or obligation to be performed by the City under this Agreement;
 - iii. the City may draw on the Letter of Credit or cash deposit without notice or consent of the Developer to cure such default;
 - iv. the City may suspend or deny building and occupancy permits for buildings within the Plat;
 - v. the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any reasonable costs and expenses incurred by the City. In the alternative, the City may in whole or in

part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081. The City may certify to the County the amount owed to be imposed upon the Plat and to be collected in a manner in the next calendar year under Minn. Stat. § 444, similar to certifications for unpaid utility bills.

- B. Notwithstanding the 30 day notice period provided for in paragraph 12.A above, in the event that a default by Developer will reasonably result in irreparable harm to the environment or to public property, or result in an imminent and serious public safety hazard, the City may immediately exercise all remedies available to it under this Agreement in an effort to prevent, reduce or otherwise mitigate such irreparable harm or safety hazard, provided that the City make good-faith, reasonable efforts to notify the Developer as soon as is practicable of the default, the projected irreparable harm or safety hazard, and the intended actions of the City to remedy said harm.

13. Developer Warranties. The Developer hereby warrants and represents the following:

- A. The Developer has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this Agreement.
- B. The Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Agreement by the Developer or prohibit any of the transactions provided for in this Agreement.
- C. The Developer has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the Plat and the Approved Plans and the Infrastructure Improvements; and the Developer is not aware of any pending or threatened claim of any such violation.
- D. The Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Plat and the Approved Plans and the Infrastructure Improvements.
- E. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting the Developer with respect to the Plat or the Approved Plans or the Infrastructure Improvements. The Developer is not in default with respect to any order, writ, injunction or decree of

any federal, state, local or foreign court, department, agency or instrumentality.

- F. None of the representations and warranties made by the Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
 - G. To the Developer's best knowledge, the Plat and the Approved Plans comply with all County metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the City as part of the development approval process.
14. **Park Dedication Fees to the City.** The Developer shall also be responsible for payment of the following costs: City Park Dedication Fee of \$15,000.00 (6 lots at \$2,500 per lot) which is due prior to the City Council's consideration of this Agreement and the final Plat. The City represents, by acceptance of the City Park Dedication Fee, that no park fees have previously been paid to the City with respect to the Subject Property.
15. **Dedications to the City.** The Developer, upon presentation to the City of evidence of good and marketable title to Subject Property, as defined above, and upon completion of all construction work and certification of completion by the City Engineer, shall make the following dedications to the City:
- A. Access to drainage and utility easements including, but not limited to storm water ponds and infiltration basins located within the Plat in a form and with legal descriptions acceptable to the City Attorney.
 - B. All road rights-of-way within the Plat. Prior to the City's acceptance of said dedications the Developer shall provide the City with CAD formatted "as built" or "record drawings" for all improvements done in the construction of the roads as well as any modified designs that show the changes to the Approved Plans. Acceptance by the City of any dedication shall occur upon passage of a resolution to such effect by the City Council. All dedications shall be in a form and with legal descriptions acceptable to the City Engineer and City Attorney.
16. **Phased Development.** The Developer anticipates platting and developing in phases the lands within the approved Preliminary Plat. The City may refuse to approve final plats of subsequent phases, if any, until public improvements for all prior phases have been satisfactorily completed. Development of subsequent phases may not proceed until the City approves development agreements for such phases. Approval of this Plat shall not be construed as approval of future phases, if any, nor shall approval of this Plat bind the City to approve future development phases. The City's Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, Building Codes and other Ordinances shall govern all future Development phases, if any, in effect at the time such future development phases are approved by the City.

17. **Plat Approval Conditions Control.** Developer agrees to comply with the conditions of approval set forth in the resolutions approving the Plat or the preliminary plat (“Conditions of Approval”). Nothing in this Agreement shall be construed to waive any Conditions of Approval. In the event of an inconsistency between the terms of this Agreement and the Conditions of Approval, the Conditions of Approval control.
18. **Indemnity.** To the extent allowed by applicable law, Developer shall hold the City, its governing boards, its agents, employees, contractors, and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys’ fees, that the City incurs or suffers, which arise out of, result from or relate to:
- A. breach by the Developer of the warranties made under Section 13 hereof;
 - B. failure of the Developer to timely construct the Infrastructure Improvements according to the Approved Plans;
 - C. failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this this Agreement;
 - D. failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
 - E. failure by the Developer to pay for materials;
 - F. failure to obtain the necessary permits and authorizations to construct the Infrastructure Improvements;
 - G. construction of the Infrastructure Improvements;
 - H. delays in construction of the Infrastructure Improvements; and
 - I. all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Infrastructure Improvements.
19. **Assignment of Contract.** The obligations of the Developer under this Agreement cannot be assigned without the express written consent of the City through resolution which consent shall not be unreasonably withheld, conditioned or delayed.
20. **Limited Approval.** Approval of this Agreement by the City in no way constitutes approval of anything other than that which is explicitly specified in this Agreement.

21. **Professional Fees.** The Developer will pay all reasonable professional fees incurred by the City as a result of the City's efforts to enforce the terms of this Agreement against Developer. Said fees include reasonable attorney's fees, engineer's fees, planner's fees, and any other reasonable professional fees incurred by the City in attempting to enforce the terms of this Agreement. The Developer will also pay all reasonable attorneys and reasonable professional fees incurred by the City in the event an action is brought upon a letter of credit or other surety furnished by the Developer as provided herein.
22. **Plans Attached as Exhibits.** All Approved Plans and exhibits are incorporated into this Agreement by reference as they appear. Unless otherwise specified in this Agreement, Developer is bound by said plans and responsible for implementation of said plans as herein incorporated.
23. **Integration Clause. Modification by Written Agreement Only.** This Agreement represents the full and complete understanding of the parties with respect to the Plat and the first phase of the development, and neither party is relying on any prior agreement or statement(s), whether oral or written. Modification of this Agreement may occur only if in writing and signed by a duly authorized agent of both parties.
24. **Notification Information.** Any notices to the parties herein (including to the City Engineers) shall be in writing, delivered by hand to the City Clerk or registered mail addressed as follows to the remaining parties at the following address:

City of Credit River:

City of Credit River
Attn: City Administrator
18985 Meadow View Boulevard
Prior Lake, MN 55372

with a copy to:

Peter G. Mikhail
Kennedy & Graven
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
pmikhail@kennedy-graven.com

Developer:

ME Development Company, LLC
Attn: Thaddeus Kowalski, President
5170 Starview LN
Prior Lake, MN 55372
Email: _____

with a copy to:

Attn: _____

Email: _____

24. **Agreement Effect.** This Agreement shall run with the land and be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto.

[the remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly executed on the day and year first above written.

CITY OF CREDIT RIVER

By: _____
Chris Kostik, Mayor

By: _____
Steve Devine-Jelinski, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Chris Kostik and Steve Devine-Jelinski, the Mayor and Deputy City Clerk, respectively, of the City of Credit River, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

ME DEVELOPMENT COMPANY, LLC

By: _____
Thaddeus Kowalski, President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Thaddeus Kowalski, the President of ME Development Company, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered (SCZ)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
Phone: (612) 337-9300

**EXHIBIT A TO
DEVELOPMENT AGREEMENT**
Preliminary Plat

[to be inserted]

**EXHIBIT B TO
DEVELOPMENT AGREEMENT**
Final Plat

[to be inserted]

PRELIMINARY PLAT OF THE YELLOWSTONE OF CREDIT RIVER
CITY OF CREDIT RIVER, SCOTT COUNTY, MINNESOTA

- Orientation of the bearing system is based on Scott County Coordinates, NAD 83, (2011 adjustment).

PROPOSED WELL LOCATION (WELLS SHALL NOT BE LOCATED WITHIN 300' OF CSTS > 10K GPD)

The following were provided in Trademark Title Services, Inc. Commitment Number 22-2964. Effective Date of May 24, 2022 at 7:00 a.m., Schedule C.

Parcel 1:
 Outlot J, Territory First Addition, Scott County, Minnesota, according to the recorded plat thereof.
 (Torrens Property - Certificate of Title No. 52112)
 (PID: 040960390)

Parcel 2:
Outlot K, Territory First Addition, Scott County, Minnesota, according to the recorded plat thereof.
(Torrens Property - Certificate of Title No. 52113)
(PID: 040960400)

Parcel 3:
Outlot L, Territory First Addition, Scott County, Minnesota, according to the recorded plat thereof.
(Torrens Property - Certificate of Title No. 52114)
(PID: 040960410)

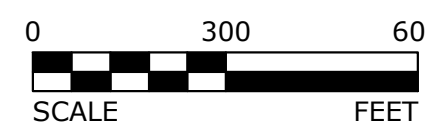
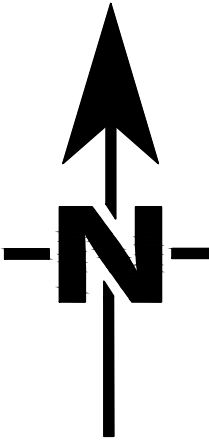
Parcel 4:
Outlot A, Territory Third Addition, Scott County, Minnesota, according to the recorded plat thereof.
(Torrens Property - Certificate of Title No. 50831)
(PID: 041010410)

Parcel 5:
 Outlot H, Territory Third Addition, Scott County, Minnesota, according to the recorded plat thereof.
 (Torrens Property - Certificate of Title No. 50832
 (PID: 041010480) DRAINAGE AND UTILITY EASEMENTS (D.U.E.)

Stonebrooke Engineering, Inc.
12279 Nicollet Ave. S.
Burnsville, MN 55337
Phone: 952-402-9202
Fax: 952-403-6803
www.stonebrookeengineering.com

DRAINAGE AND UTILITY EASEMENTS (D.U.E.) ARE SHOWN THUS:

BEING 10 FEET IN WIDTH AND ADJOINING ALL FRONT LOT LINES AND RIGHT OF WAY LINES UNLESS OTHERWISE SHOWN, AND BEING 5 FEET IN WIDTH AND ADJOINING ALL SIDE AND REAR LOT LINES UNLESS OTHERWISE SHOWN.



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

NAME Aaron J. Mages LIC. NO. 49507 DATE 08/15/2023

DRAWN
TRH
CHECKED
AJM



SCOTT COUNTY, MINNESOTA

TOTAL AREA: 243.02 ACRES

Block 3	
Lot 1	2.67
Lot 2	2.57
Lot 3	2.52
Lot 4	2.86
Lot 5	4.51
Lot 6	4.81
Lot 7	2.73
Lot 8	3.67
Lot 9	8.38
Lot 10	3.26
Lot 11	3.61
Lot 12	7.36
Lot 13	3.94
Lot 14	4.49

PID: 049330111
OWNER: RICHARD
M. MILLER & ANN
P. MILLER TRUST

PID: 049330152
OWNER: EDWARD
J. & ANNABELLE

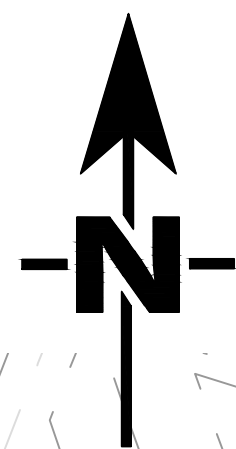
PID: 049330150
OWNER: MARTIN J.
& LISA L. GODIN

222

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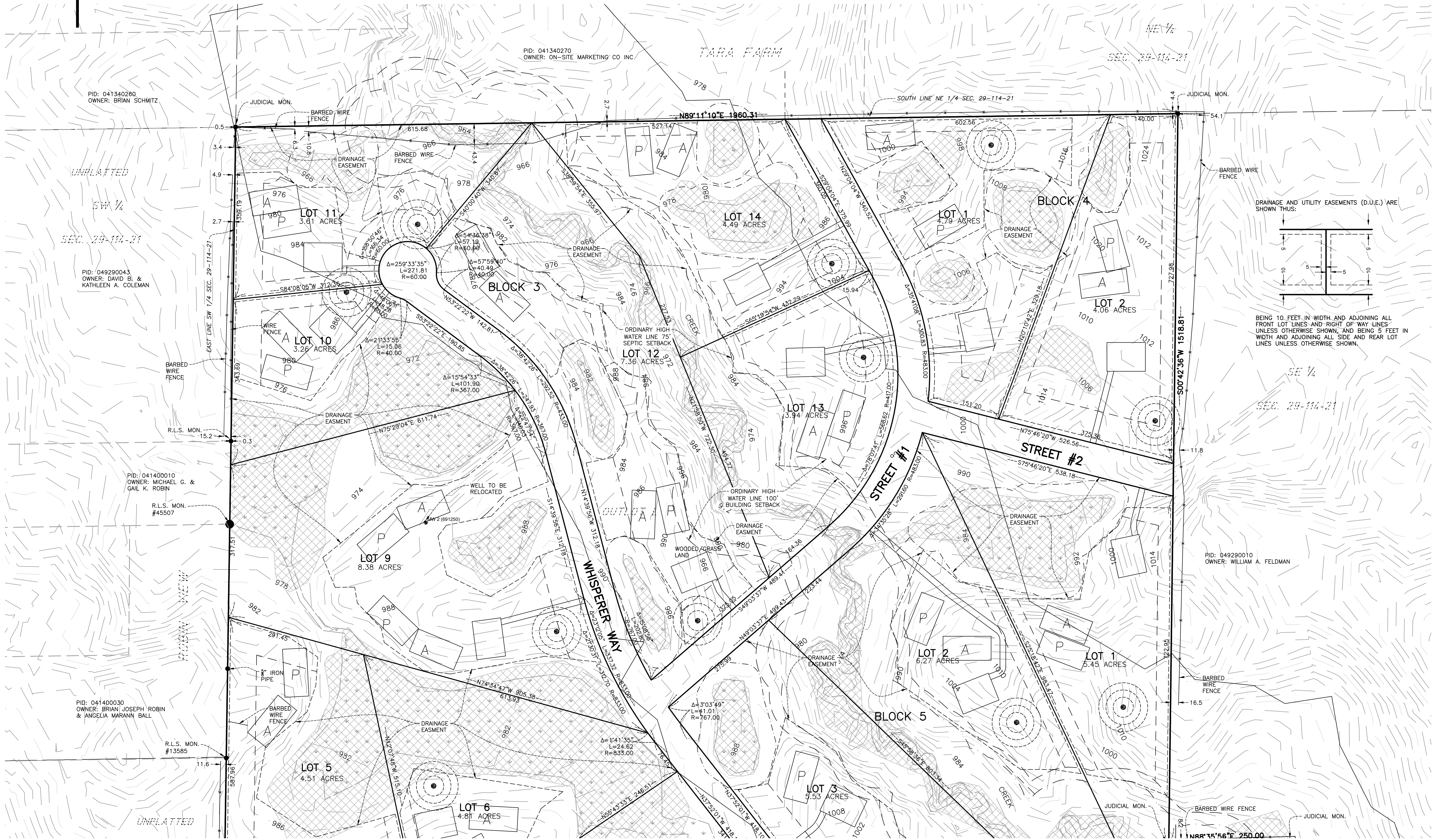
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Orientation of the bearing system is based on Scott County Coordinates, NAD 83, (2011 adjustment).

PRELIMINARY PLAT OF THE YELLOWSTONE OF CREDIT RIVER
CITY OF CREDIT RIVER, SCOTT COUNTY, MINNESOTA

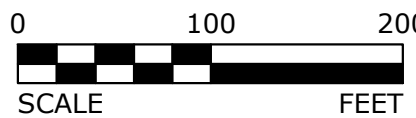


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Mar 14, 2024 - 10:27am - S:\PROJECTS\CIVIL\0832_Kowalski_Ted\010000 (Creekside & Territory 5th - Credit River)\Survey\Cadd_Files\01000PP01.dwg

REV. NO.	DATE	BY	CHK	DESCRIPTION
1	10/26/2023	ACR	AJM	REVISED BUILDING PAD LOCATIONS
2	11/09/2023	ACR	AJM	REVISED BUILDING PADS & EASEMENTS
3	11/28/2023	ACR	AJM	REVISED PER CITY COMMENTS
4	01/18/2024	ACR	AJM	REVISED SETBACKS
5	02/09/2024	ACR	AJM	REVISED PER CITY COMMENTS



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Aaron J. Mages

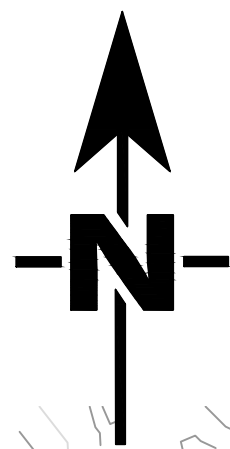
NAME Aaron J. Mages LIC. NO. 45507 DATE 08/15/2023

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CHECKED
AJM



PRELIMINARY PLAT
THE YELLOWSTONE OF CREDIT RIVER
SCOTT COUNTY, MINNESOTA

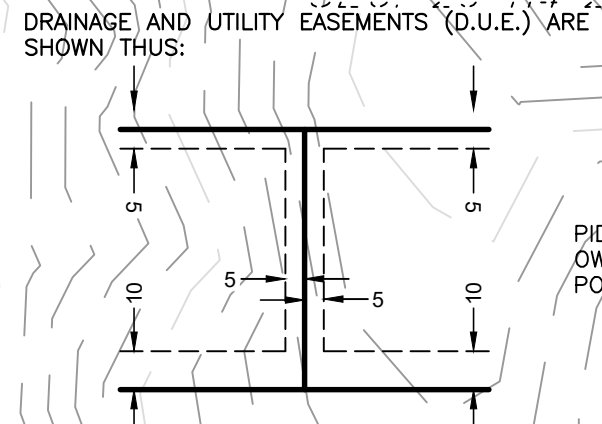
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Orientation of the bearing system is based on Scott County Coordinates, NAD 83, (2011 adjustment).

PRELIMINARY PLAT OF THE YELLOWSTONE OF CREDIT RIVER

CITY OF CREDIT RIVER, SCOTT COUNTY, MINNESOTA



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PID: 049290045
OWNER: LAURADEEN POTRETZKE

PID: 041190030
OWNER: KEVIN D. BEISSEL

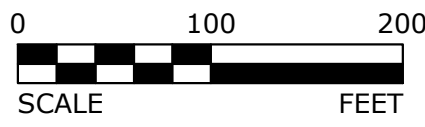
PID: 041190010
OWNER: JASON ALLEN

PID: 040800090
OWNER: LEINENKUGEL FAMILY REVOCABLE TRUST

PID: 040800100
OWNER: JARED AND TAMMY LARSON TRUST

Mar 14, 2024 - 10:27am - S:\PROJECTS\CIVIL\0832_Kowalski_Ted\010000 (Creekside & Territory 5th - Credit River)\Survey\Cadd_Files\010000PP01.dwg

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Aaron J. Mages

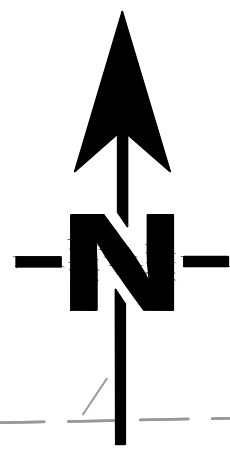
NAME: Aaron J. Mages LIC. NO.: 45507 DATE: 08/15/2023

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PRELIMINARY PLAT
THE YELLOWSTONE OF CREDIT RIVER
SCOTT COUNTY, MINNESOTA

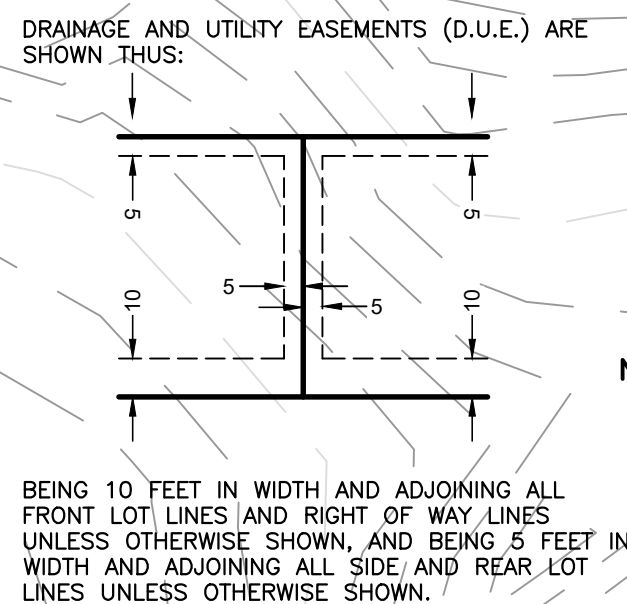
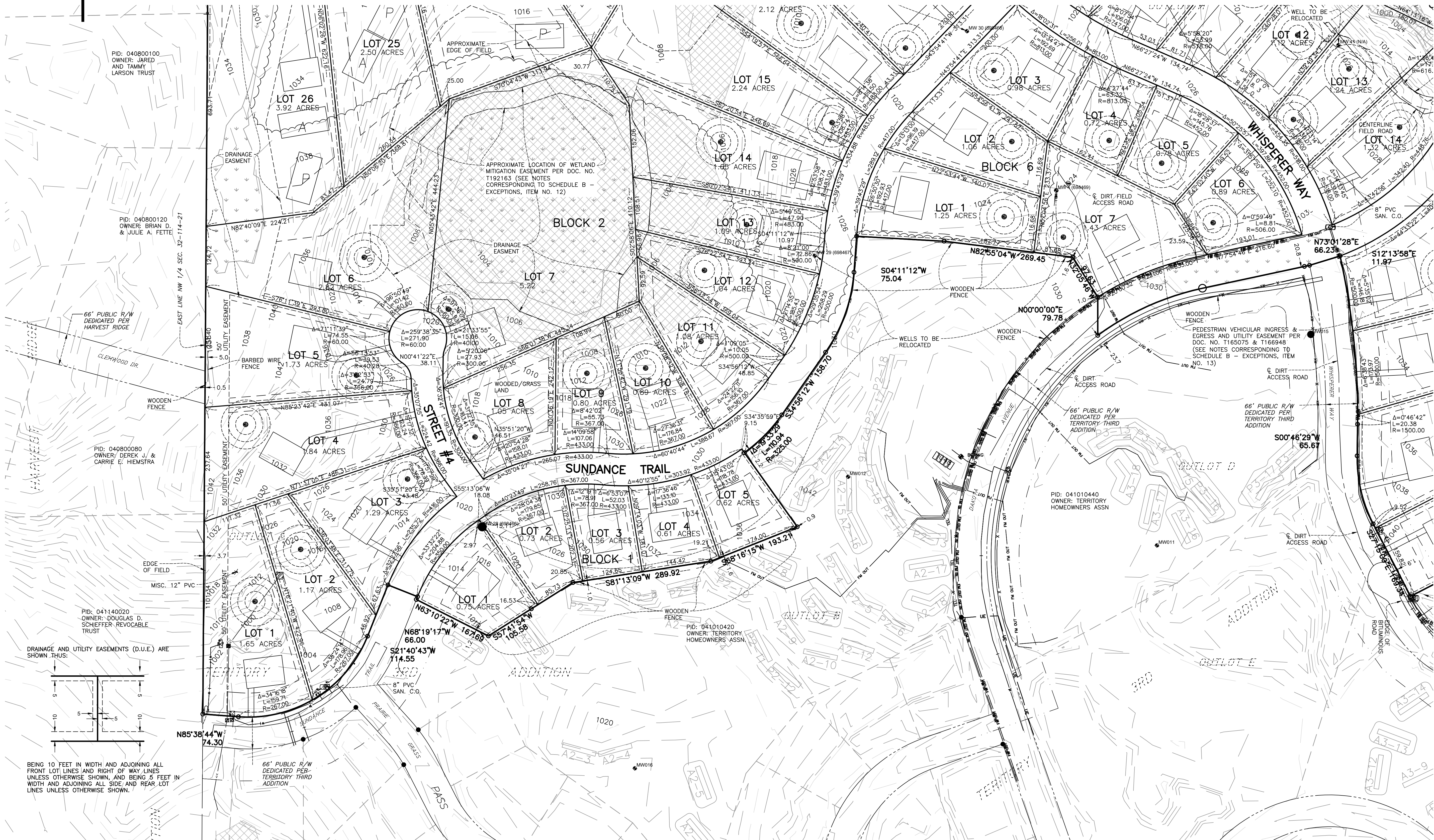
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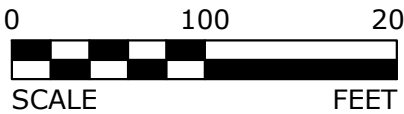
Orientation of the bearing system is based on Scott County Coordinates, NAD 83, (2011 adjustment).

PRELIMINARY PLAT OF THE YELLOWSTONE OF CREDIT RIVER

CITY OF CREDIT RIVER, SCOTT COUNTY, MINNESOTA



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Aaron J. Mages

NAME: Aaron J. Mages LIC. NO.: 45507 DATE: 08/15/2023

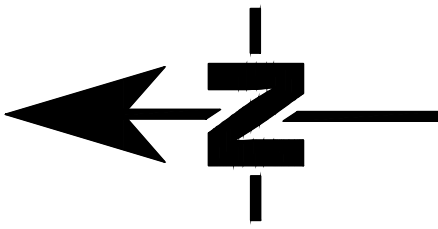
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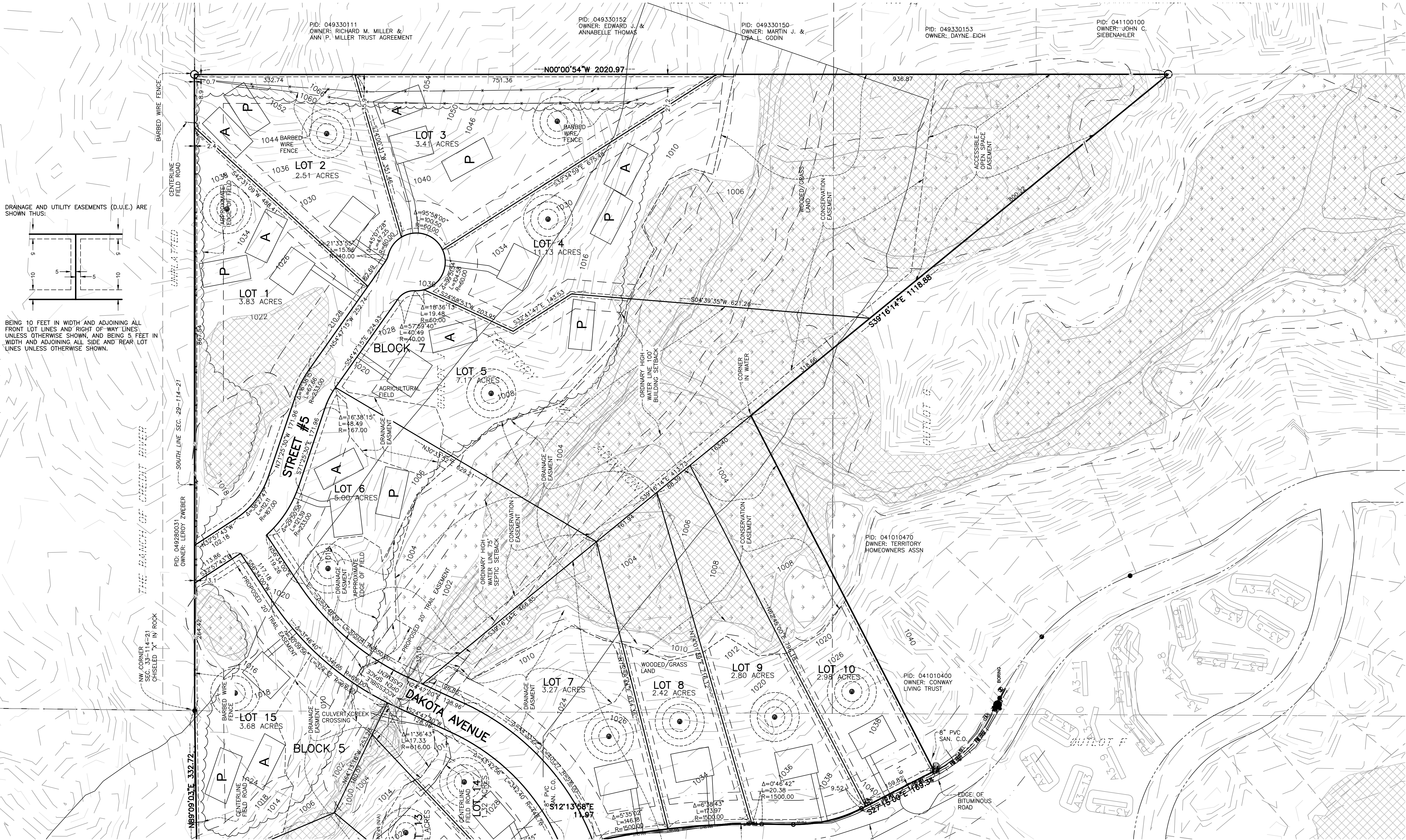
PRELIMINARY PLAT
THE YELLOWSTONE OF CREDIT RIVER
SCOTT COUNTY, MINNESOTA

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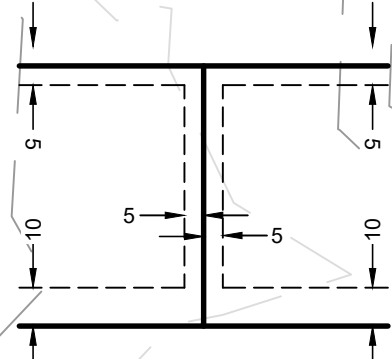
PRELIMINARY PLAT OF THE YELLOWSTONE OF CREDIT RIVER



Orientation of the bearing system is based on Scott County Coordinates, NAD 83, (2011 adjustment).

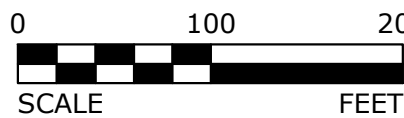


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3	11/28/2023	ACR	AJM	REVISED PER CITY COMMENTS
4	01/18/2024	ACR	AJM	REVISED SETBACKS
5	02/09/2024	ACR	AJM	REVISED PER CITY COMMENTS
6	03/14/2024	AJM		ADD OPEN SPACE EASEMENTS



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Aaron J. Mages

NAME: Aaron J. Mages LIC. NO.: 45507 DATE: 08/15/2023

DESIGNED
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Stonebrooke

PRELIMINARY PLAT
THE YELLOWSTONE OF CREDIT RIVER
SCOTT COUNTY, MINNESOTA

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Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	August 18, 2025
SUBMITTED BY:	Shane Nelson,Engineer
ITEM TYPE:	Agenda Report
AGENDA SECTION:	General Business
SUBJECT:	Scott County Ditch 4 Abandonment Discussion
BACKGROUND:	Scott County is considering abandoning Ditch 4 through the City of Credit River. The City of Credit River has an option of assuming responsibility for the ditch. If the City does not assume the responsibility of the ditch, it is likely that Scott County will abandon the ditch and no entity will be responsible for maintenance and/or repairs of the ditch. See attached presentation for discussion points.
FINANCIAL IMPACT:	Financial Impact will be dependent upon direction from the council
SUGGESTED ACTION:	NA, based on council discussion.
ALTERNATIVES:	1. No Action 2. City Assumes responsibility of the ditch
ATTACHMENTS:	CT901 Ditch 4 Abandonment Discussion 8.18.2025.pdf



Ditch 4 Abandonment Discussion

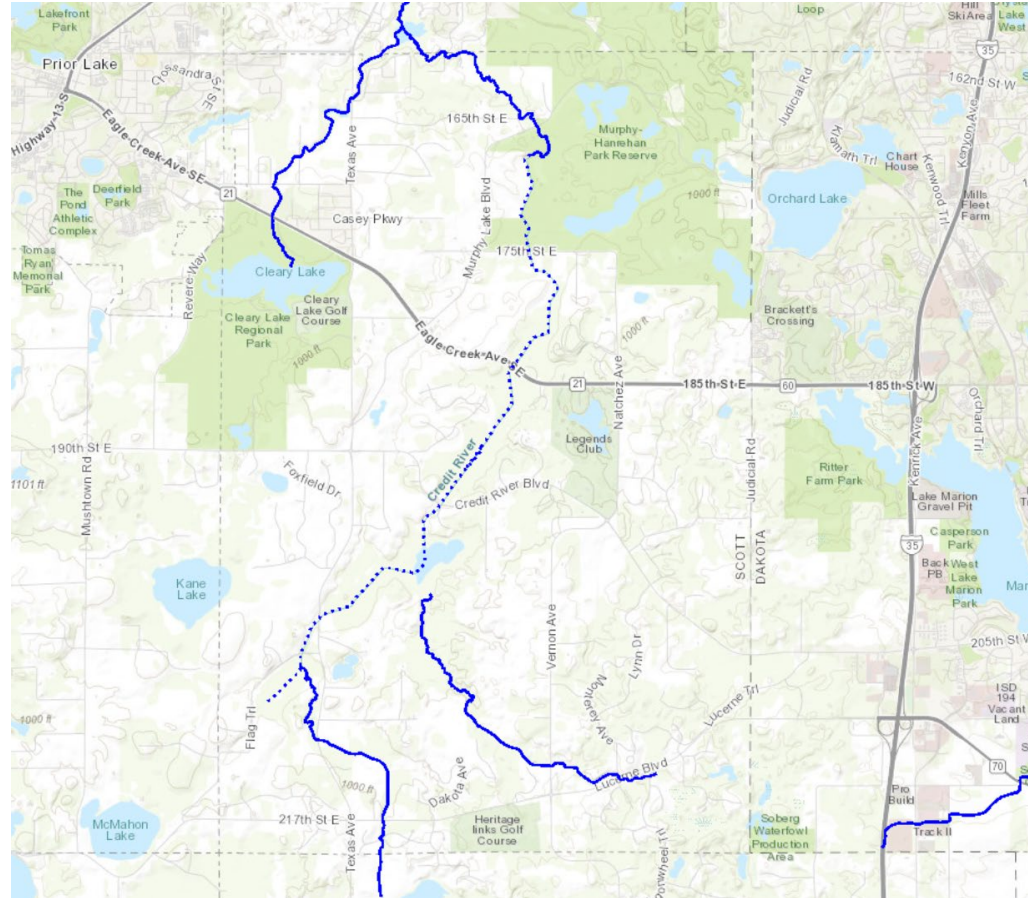


Presentation Outline

- Brief Background
- Discussion of Options
 1. No Action. Scott County abandons ditch and no other entity assumes responsibility.
 2. City assumes responsibility
- Financing Options if City chooses to assume responsibility
 1. Ditch 4 Benefitting Properties only
 2. City wide Stormwater Utility Fee
- Questions / Discussion



Location Map





No Action – County Abandons Ditch

Abandonment Description from Scott County Letter sent to property owners:

Abandonment Option:

Another option available to you is to petition to abandon the ditch. A full abandonment requires a petition signed by at least 51% of the property owners assessed for the construction of the drainage system or by the owners of not less than 51% of the area of the property assessed for the drainage system.

A full abandonment would mean that the responsibility of the drainage authority to perform maintenance of the drainage system ends, and landowners would no longer be assessed by the Drainage Authority for maintenance. Abandonment would allow the system to remain as a natural watercourse. Any future maintenance, repairs, and approvals (i.e. Public Waters Work Permits) would be the responsibility of individual landowners.

Should you have questions, please contact us. Contact Kris Lage with questions regarding fund balances at klage@co.scott.mn.us or 952-496-8771. Contact Joe Hale (Scott Soil & Water Conservation District, contracted County Ditch Inspector) with questions regarding benefit determination for your specific parcel(s) or ditch maintenance questions at jhale@scottswcd.org or 952-492-5422.



No Action - Abandonment

- Existing drainage easements expire
- Creek is under jurisdiction of DNR
- Individual land owners are responsible for all maintenance
- City has no involvement or responsibility
- Possible outcomes
 - It is possible that a blockage on one property will cause flooding on upstream properties
 - Once there is a problem, property owners will likely approach the City for help
 - If the City is open to assisting with a project, once the easements have expired, it would be more difficult for City to assist



No Action - Abandonment

- Upon abandonment, the County is no longer responsible for the maintenance, repair and improvements of the ditch.
- The ditch is also 'Credit River' and as such, is classified as "public waters" which means DNR gains regulatory oversight and enforcement but not maintenance or upkeep duties.
 - There is no statutory right to petition the DNR to actively manage public waters.
- **The City is not legally responsible for river upkeep in this option.**
 - If the City would like to perform work or repair of the river, they can do so but must receive appropriate permits or permission from the State as statutes require.



City Assumes Responsibility

- A major benefit of the City assuming responsibility is that the existing easements would transfer to the City
- Future maintenance activities would likely consist of:
 - Tree and debris removal
 - Periodic Cleaning of the ditch
- Known maintenance requirements at this time
 - Cleaning of segment between Flag Trail and Texas Avenue
- City would have option of charging the costs of maintenance to the benefitting properties and/or residents



City Assumes Responsibility

- The City would assume responsibility through a "transfer" process outlined in State statutes.
- All County responsibility for the ditch ends with the transfer, and the ditch becomes the "work" and "responsibility" of the City.
- **Legal obligations: The City has a duty to maintain the ditch in a reasonably safe manner.**
- The City assumes all rights and interests in the ditch property, along with liabilities and regulatory compliance obligations.



Financing Options



#1 – Create a Storm Water District

- Only the benefitting properties will be assessed / charged
- A study would be necessary to determine methodology for assessments
- Assessments would be levied as projects are completed



#2 Create a City Wide Stormwater Utility Fee

- A city wide stormwater utility fee would be a dedicated funding source for stormwater improvements
- Revenue generated could be utilized at any location within the City for Stormwater purposes
- Many cities implemented stormwater utility fees when they were required to implement the MS4 Permit
- Credit River is required to implement the MS4 Permit



Possible projects that could be funded by a Stormwater Utility Fee

- Ditch 4
- Markley Lake (currently landlocked)
- Krenz Lake (currently landlocked)
- Country Court Wetland (currently landlocked)
- Voehl/Lockrem properties ravine stabilization
- Storm pond inspections
- Storm pond dredging
- Culvert replacements
- Storm sewer replacements / repairs
- Water quality projects



Stormwater Utility Fee Steps

- Minn. Stat. Section 444.075, Subd. 3 allows cities to impose "just and equitable" charges for storm sewer systems to pay for the costs of improvement, maintenance, operation and use of such systems.
 - Charges must be nearly as possible proportionate to the cost of furnishing the service. Storm sewer charges may be set using several different methodologies set forth in Subd. 3b.
- The City would need to explore and propose a proper methodology for determining this fee.
- The City Council would then need to consider and adopt an ordinance which establishes the stormwater utility and sets forth the fee structure.



Stormwater Utility Fee Example – City of Savage

F. Storm Water Drainage Utility - Monthly Fee Structure

Classification/Land Use:

1) Single Family Residential	\$5.75/per unit
2) Townhome/Duplex	\$5.00/per unit
3) Multi Family, Churches, Govt. Bldgs., Education Institutions	\$44.04 /net acre
4) Commercial/Industrial:	
a) Greater than 65% impervious	\$66.73 /net acre
b) 35% to 65% impervious	\$43.39 /net acre
c) Less than 35% impervious	\$23.34/net acre
5) Minnesota River District	\$23.34/net acre
6) Open Space/Vacant Land/Agriculture	\$14.84/net acre



Stormwater Utility Fee Example – City of Lakeville

ENVIRONMENTAL RESOURCES FEE (stormwater maintenance)	
Utility accounts served by water and/or sanitary sewer	
-Single family (residential equivalent utility factor) Environmental Resources Fee	\$15.38/dwelling unit/quarter
Utility accounts NOT served by water and/or sanitary sewer	
Utility accounts not served by water and/or sanitary sewer shall be billed annually.	
-Residential equivalent utility factor Environmental Resources Fee	\$61.52/dwelling unit/year
Other	
New subdivisions, as part of development contracts; one-time fee	\$61.52/dwelling unit
Environmental Resources Fee Calculation:	
<i>The Environmental Resources fee for each tax parcel classified 1 & 2 is the single-family residential fee. The fee for classifications 3, 4, 5 & 6 is the single-family residential fee multiplied by the utility factor. The fee for classifications 7, 8, 9 & 10 is calculated as follows: fee for single-family residential multiplied by the utility factor multiplied by the acreage of the parcel. For tax parcels classified 7, 8, 9 & 10 with less than 42% impervious surface the fee shall be adjusted by multiplying the fee by the percentage of impervious surface and then dividing by 42%. See classifications and utility factors below.</i>	
Classification and (Utility Factor)	
1 - Single Family Residential (1.00)	
2 - Agricultural with a homestead (1.00)	
3- Duplex (0.50)	
4 - Manufactured Homes (0.25)	
5 - Townhomes (0.50)	
6 - Apartments (0.25)	
7 - Commercial/Industrial (4.20)	
8 - Church, School, Institutions (4.20)	
9 - Golf Courses (4.20)	
10 - Parking Lots as a principal use (4.20)	



Timeline

- Scott County Board will make a decision on the abandonment of Ditch 4 on 9/18/2025 @ 10 am



Next Steps

- Answer any outstanding questions from council
- Following Steps are dependent upon direction from council



Questions / Discussion



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 18, 2025

SUBMITTED BY: City Admin, Administrator

ITEM TYPE: Agenda Report

AGENDA SECTION: General Business

SUBJECT: City Clerk position recommendation

BACKGROUND: The City received 14 candidates for the position of City Clerk. This was a large number of applicants. The hiring committee met to discuss which candidates to call in for an interview. There were three candidates that were interviewed on Friday, August 15th. All three candidates were well qualified, and all three would have made a wonderful addition to the staff. They all had municipal experience, and two of the three have been Deputy City Clerks before.

After discussions about all three candidates, the hiring committee, composed of Councilmember Zanto, Mayor Kostick, and Administrator Jelinski, recommends to the Council to offer the position of City Clerk to Lynda Jirak. A conditional offer that the hiring committee recommends and the candidate also approves is for your consideration and approval. The wage falls within the hiring range advertised and is based off of the candidate's experience. Lynda is available to begin work on Tuesday, August 19th, if approved.

SUGGESTED ACTION: Approve the offer of employment to Lynda Jirak for the City Clerk position

ATTACHMENTS:
[Lynda Jirak - Conditional Offer.docx](#)



18985 Meadow View Blvd Prior Lake, MN 55372

August 15th, 2025

Ms. Lynda Jirak
[REDACTED]

Re: Conditional Offer of Employment – City Clerk (FT)

Dear Lynda:

I am pleased to relate this conditional employment offer to you for the position of City Clerk. This offer is contingent upon your successful passage of a Criminal Background Check. We are looking forward to having you join our staff and hope you will find the position to be a rewarding and challenging experience.

Wages. This position is classified as full-time, non-exempt (overtime eligible). Your starting wage will be \$85,000 annually (2025). (\$40.85/hour based on 2080 hours).

Starting Date. Your first day of work will be on Tuesday, August 19, 2025.

Work Hours. The normal workday is from 8:00 – 4:30 Monday – Friday - on-site. The City Clerk's schedule can is expected to work an average of 40 hours per week. Attendance at City Council meetings, typically on the first and third Monday of the month at 6:00 pm is part of the position. Some limited-remote work may be possible and must be arranged with the City Administrator.

Overtime. Employees are eligible for overtime compensation at a rate of 1.5 times your hourly wage for hours worked more than 8 in a workday. Any overtime must be coordinated and approved in advance with the City Administrator.

Pay Period. The city has 26 pay periods in a year. Our work week runs Sunday – Saturday. Your first pay period and pay date will be provided when a starting date has been confirmed.

Probation. Your initial probationary period is six months in duration. We will work with you during this period and a review will be provided at the six month mark. Continued employment with the City of Credit River is contingent upon continually meeting the standards of your position. The full City Job Description is attached.

Benefits/PTO. For purposes of employment benefits such as PTO, and the like, you will be credited with having completed six years of employment with the City upon first day of employment. You will accrue PTO in accordance with the City's personnel policies as an employee beginning their seventh year with the City (25 days of PTO). You will also be allowed, within the first 24 months, to use up to 80 hours of unaccrued PTO, running a negative PTO account balance.

Personnel Policies. See the City's Personnel Policy – attached.

Pension. Enrollment in the Public Employees Retirement Association (PERA) Coordinated Plan is automatic. Currently the City's contribution rate is 7.5% and the employees' rate is 6.5% - is subject to change as required by Law.

At-will: The City of Credit River is an at-will employer.

Payroll Deductions. The city will make the following payroll deductions; required federal and state withholdings, required PERA contributions, insurance premiums for elected policies, voluntary contributions to deferred compensation plans.

We will meet on your first day to provide you with helpful information, to answer your questions, and to complete some necessary paperwork. It is your responsibility to present documents to verify your eligibility to work in the United States per the list provided on the I-9 documents. You can find a list of these documents at <http://www.uscis.gov/files/form/I-9.pdf> If you have any questions regarding the position or the salary and benefits package, please contact me at 612-357-4172 or cityadmin@creditrivernm.gov.

If you are in agreement with the terms as stated above, please return a signed copy of this letter to me as soon as possible.

We are looking forward to having you join the city staff!

Sincerely,

Steve Jelinski
City Administrator

By signing below, I acknowledge I have received the foregoing information regarding my employment offer, its requirements and related pay and benefits provided in accordance with Minnesota Statutes Sec. 181.032. I understand that Credit River employment is not for a specific term and can be terminated by me or by Credit River at any time for any reason, with or without cause.

Name

Date



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 18, 2025

SUBMITTED BY: Chris Kostik, City Council

ITEM TYPE: Agenda Report

AGENDA SECTION: General Business

SUBJECT: Approval of Lease Agreement with Krueger Properties for Office and Equipment Storage Space

BACKGROUND: The City of Credit River's current City Hall, a 1960's pole barn, no longer meets the operational, health, or safety needs of staff and residents. The facility lacks secure access controls, has only a wastewater holding tank designed for one part-time employee, and provides only two offices with no dedicated conference room. Employees frequently work alone, and there have been safety concerns, including one former employee citing the lack of security.

Meetings are currently held in the council chamber where public access is uncontrolled, creating the potential for disruptions. Additionally, three employees work in cubicle space with limited privacy, and storage for City vehicles is inadequate — the grader is stored outside city limits and the utility truck at another location, adding mileage and operational inefficiencies.

Krueger Properties is constructing a new multi-tenant industrial facility within Credit River and has a space available that can be leased and built out to meet the City's short-term needs. The attached concept layout illustrates the proposed configuration.

This lease is a practical option that solves the immediate office space and equipment storage needs, providing dedicated offices, a conference room, secure access, and onsite storage for both the grader and the utility truck. However, it should be viewed as a **short-term "band-aid" solution** to address current operational and safety concerns until the City completes and implements a comprehensive long-term facility plan.

FINANCIAL IMPACT: The proposed five-year lease includes:

- **Base Rent:** \$5,399.10/month (\$1.26 per sq. ft.) in year one, with a 3% annual increase.
- **Additional Costs:** Pro-rata share of real estate taxes, insurance, and common area maintenance (CAM) charges, as well as utilities.
- **Security Deposit:** \$2,500.
- **One-time Build-out Costs:** To be determined upon design approval; costs to be presented for council approval prior to construction.

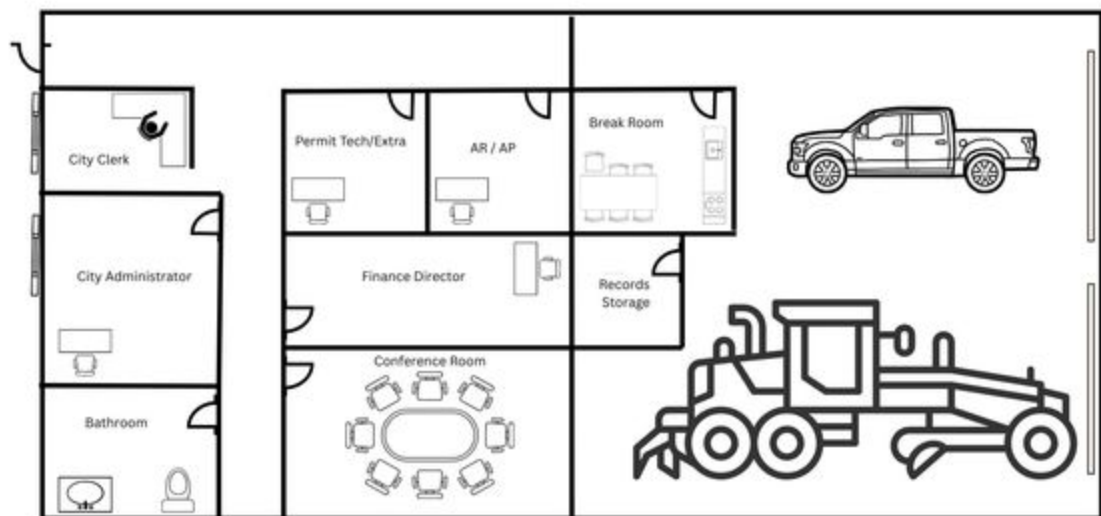
SUGGESTED ACTION:

Motion to approve the five-year lease agreement with Krueger Properties, LLC for 4,285 square feet of office and shop space at 7616 180th Street West, Prior Lake, MN, and authorize staff to begin design process for the build-out of the office and conference space to meet City operational needs.

ATTACHMENTS:

[Lease Design.jpg](#)

[City of Credit River rental agreement 25.docx](#)



LEASE AGREEMENT

KRUEGER PROPERTIES, LLC
(LESSOR)

and

The City of Credit River
(LESSEE)

FOR OFFICE AND SHOP SPACE AT:
7616 180th Street West
Prior Lake, MN 55372
Bay No _____

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this ____ day of _____, by and between **KRUEGER PROPERTIES, LLC** (hereinafter referred to as the "LESSOR"), _____ (herein after referred to as "LESSEE").

WITNESSETH:

1. Leased Premises. The LESSOR in consideration of the rents and covenants herein contained to be paid, kept and performed by the LESSEE, does hereby demise, lease and let unto the LESSEE and the LESSEE does hereby hire and take from the LESSOR the following to-wit:

Approximately __4,285__ square feet of space in an office and shop building located at 7616 180th Street West, Prior Lake, MN 55372, Bay No __; said space hereinafter called the "leased premises."

2. Term. This lease shall be for a term of __5__ years, commencing on _____, 2025 and ending on _____, 20____. In the event that the LESSEE commences its occupancy of the leased premises on a day after than the first day of a month (whether before or after the stated commencement date of the term hereof), the rent for that month shall be pro-rated and adjusted accordingly.

3. Rent. The rent to be paid by the LESSEE of this lease agreement shall be the **total** of the following:

Base Rent. Rent in the amount of \$5,399.10 per month (\$ 1.26 per foot), due and payable in advance, on or before the first day of each month, without demand or offset, for the first year of this Lease;

a. Real Estate Taxes. LESSEE shall pay its pro rata share of leased premises of the annual real estate taxes and special assessments assessed by the Scott County Assessor paid monthly in an amount equal to 1/12th subject to adjustment upon LESSORS receipt of the actual tax statement for each year of this lease; and,

b. Building Insurance. LESSEE shall pay its pro rata share of the insurance for the leased premises leased premises monthly in an amount equal to 1/12th of the estimated annual premium subject to upon LESSORS receipt of the annual premium statement; and,

c. CAM Charges. LESSEE shall pay its pro rata share all common area maintenance charges associated with the leased premises for maintenance of the common areas, including snow removal, lawn, yard, parking, roof, and mechanicals maintenance. Pro rata

charges will be estimated at the commencement of the calendar year and payable monthly in an amount equal to 1/12th of the annual estimate. Within 30 days of the end of the calendar year, LESSOR will provide a statement to LESSEE of the actual charges for the prior year, and LESSEE shall pay any balance owed, or LESSOR shall refund any overpayment within 10 days.

The rent shall increase to by 3% in each year of this lease.

4. Holding Over. In the event Lessee remains in possession of the Premises after the Termination Date without (1) execution of a new Lease, or (2) Lessor's written consent, Lessee shall be deemed to be occupying the Premises as a tenant from month to month. During this hold-over period, the Lessee shall be subject to all of the conditions, provisions, and obligations of this Lease, except that the rent payable during the hold-over period shall be calculated at two times the Base Rent, as set forth herein for the period during which the Lessee holds over, plus Real Estate Taxes and CAM charges. There shall be no proration for partial months held over. For the purpose of calculating the amount of rent payable during the hold-over period, the Base Rent payable in the last month of the Lease Term preceding the Termination Date (the month immediately preceding the hold-over period) shall be used together with Real Estate Taxes and CAM charges.

5. Use of Leased Premises. It is agreed that the leased premises shall be used by the LESSEE for lawful purposes consistent with the uses permitted thereon, and as approved by LESSOR and subject to all local, State, and Federal regulations regarding the use of the premises. The LESSEE will not use or permit any part of the premises to be used for any dangerous, noxious, or offensive purpose, or cause or maintain any nuisance on the premises. The LESSEE agrees to confine its business activities to the leased premises described herein. In that connection, LESSEE further agrees to use the premises in such manner so as not to disturb other tenants of the building, of which the leased premises are a part of, by excessive noise, emission of odors or fumes, or other disruptive or disagreeable activities. For a violation of this paragraph, LESSOR may terminate this Lease with a thirty- (30) day notice given, pursuant to the terms as further defined in Section 15. LESSOR shall retain the right to promulgate any rules and regulations as it deems necessary and proper to ensure the orderly use and operation of its premises.

6. Late Charge. LESSEE acknowledges that late payments by LESSEE to LESSOR of rent will cause LESSOR to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, process and accounting charges, mortgage interest penalties, utility late charges, etc. Therefore, if any installment of rent due from LESSEE is not received by LESSOR when due, LESSEE shall pay to LESSOR an additional sum of ten percent (10%) of the overdue rent as a late charge. The parties agree that this late charge shall not constitute a waiver of LESSEE'S default with respect to the overdue amount, nor prevent LESSOR from exercising any of the other rights and remedies available to LESSOR. Late charges shall be applied after the fifth of the month.

7. Utilities. The LESSEE shall pay for all utilities, including gas, electric, and any other service used by the LESSEE in the leased premises during the term of this Lease. In the event that any

utility charge is not separately metered to the LESSEE, then the LESSEE shall pay a pro rata share of such utility charge. The LESSEE'S pro rata share shall be calculated by dividing the LESSEE'S leased square footage by the total leasable square footage of the building and invoiced to LESSEE on a monthly basis. City water and sewer charges are to be paid by LESSEE on a pro rata basis.

8. Maintenance by LESSEE. The LESSEE shall be wholly responsible for the routine interior maintenance of the leased premises, and will keep them in as good condition as when originally occupied by LESSEE, reasonable wear and tear and damage by elements excepted; and will keep them in an orderly, clean, and sanitary condition, as required by the laws and ordinance applicable thereto; will neither do, nor permit to be done therein, anything which is in violation of the terms of insurance policies on said building or the laws or ordinances applicable thereto; will neither commit nor suffer waste in said premises, and will pay for all glass, broken by its fault or another's negligence, or the fault or negligence of its employees, invitees, customers, or agents.

It is agreed that the routine maintenance and repair obligations of the LESSEE hereunder shall extend to all interior parts or portions of the leased premises including glass, entrance, and overhead garage doors and related hardware, and including all portions of the heating, air conditioning, plumbing, sprinklers, electrical, and mechanical fixtures, equipment, connections, and appurtenances, except as such items may be covered by manufacturer warranties, provided; however, it is understood and agreed that all such items shall be of good quality and in operating condition at the commencement of this Lease.

LESSEE shall at all times keep the leased premises in a neat and clean condition and free from garbage, waste, and accumulation of rubbish or filth, and all garbage, waste, and rubbish shall be removed promptly by LESSEE at its own expense. LESSEE shall keep the sidewalks and parking area directly adjoining the leased premises swept and free from ice, snow, and other obstructions.

In the event the LESSEE fails to perform any act required of LESSEE under this Lease after receiving written notice from LESSOR, the LESSOR may, in addition to any other remedy provided herein, perform or satisfy the obligation of LESSEE which is in default, and the reasonable cost thereof shall become an amount immediately due from the LESSEE to the LESSOR, with interest thereon at ten percent (10%) per annum until paid.

9. Maintenance by LESSOR. The LESSOR shall be responsible for the maintenance, repair, and replacement, if any, of any structural parts or portions of the leased premises, except glass and plate glass, which shall be the LESSEE'S responsibility.

Parking areas shall be available to the LESSEE, its employees, and business invitees, as well as to other tenants of the building, their employees, and invitees. The use of such parking facilities shall, at all times, be subject to such reasonable rules and regulations as the LESSOR may promulgate uniformly for all the LESSOR'S tenants of the building. Any inoperable, immobile or abandoned vehicles will be towed away, with 5 days-notice, by LESSOR at the vehicle owner's expense. All services which are the responsibility of the

LESSOR shall be provided as shall be reasonably necessary to the comfortable use and occupancy of said premises during normal business hours, except Saturdays, Sundays and holidays, upon the condition that the LESSOR shall not be liable for damages for failure to do so due to causes reasonable beyond its control.

LESSOR agrees to improve the leased storage lot area by placing and compacting asphalt millings at LESSOR'S expense; however, LESSEE agrees to purchase and deliver the asphalt millings at LESSEE'S expense.

10. Liability Insurance. The LESSEE will maintain in full force and effect during the term hereof a policy of public liability insurance under which LESSOR and LESSEE are named as insureds; that the minimum limits of liability of such insurance shall be \$500,000.00 for injury or death to more than one person and \$100,000.00 for property damage. LESSEE agrees to deliver a duplicate copy of said policy to LESSOR. Such policy shall contain a provision requiring thirty (30) days' written notice to the LESSOR and LESSOR'S mortgagee before cancellation of the policy can be effective. LESSEE shall also carry, at its own expense, plate glass insurance for doors and windows.

11. Hazard Insurance. The LESSEE agrees that if by reason of its operation on the leased premises, the insurance premium rate for the entire office and warehouse building increases, the LESSEE shall pay such additional premium to the LESSOR in equal monthly installments. The LESSEE shall be charged with the protection of its own property, and in no event shall LESSOR be liable for any damage to such property by reason of fire or other casualty or the elements, leakage of water or steam, or the acts of neglect of any other tenant in the building. In the event of damage or injury caused by another tenant in the building, LESSEE's sole cause of action and remedy shall be against such other tenant. If LESSEE's business shall manufacture, handle, transport, store, dispose or use in any way, a substance or material classified as hazardous by the Comprehensive Environmental Response Compensation and Liability Act of 1980 (C.E.R.C.L.A.), the Minnesota Environmental Response and Liability Act of 1983 (M.E.R.L.A.), the Clean Air Act, the Solid Waste Disposal Act or the Federal Water Pollution Control Act, or any other statutory or regulatory provision, then LESSEE shall carry adequate insurance to cover any and all expenses associated with the cleanup of any spill, leak, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping, or disposing of any of these materials. LESSEE further agrees to indemnify, defend and hold harmless LESSOR from any suit or claim as a direct result of LESSEE's actions. LESSEE shall name LESSOR as an additional insured on its policy.

12. Damage. That in case said premises shall become untenable or unfit for occupancy in whole or in part by the total or partial destruction of said building by fire or other casualty, and said LESSOR shall fail or refuse within thirty (30) days thereafter to agree in writing to restore the same within ninety (90) days, this Lease may be terminated by either LESSOR or LESSEE by notice in writing, and in case said LESSOR shall agree in writing to restore the same within said time, the rent to be paid hereunder pending such restoration shall be abated in proportion to the loss and impairment of the use of said premises to be determined by agreement between the parties hereto.

13. Claims Against Lessor. The LESSEE will make no claim against the LESSOR for any loss

of or damage to property caused by theft, burglary, water, gas, electricity or other means; provided that the LESSOR has taken all reasonable precautions against such loss or damage

14. Alterations and Liens. The LESSEE shall not make any material alterations in or additions to the leased premises without first procuring the LESSOR'S written consent and delivering to LESSOR plan specifications, names and addresses of contractors, copies of proposed contracts and the necessary permits, in all form and substance satisfactory to LESSOR and furnishing indemnification against liens, costs, damages and expenses as may be required by LESSOR. All additions or improvements, which may be made or installed by LESSEE upon the leased premises, shall remain the property of LESSOR at the termination of the Lease. Initial remodeling shall be completed within 30 days of the effective date.

15. Default. In the event the LESSEE should default in the payment of the rent when due hereunder or default in the keeping or performing of any other term or condition of this Lease the LESSOR is hereby authorized to re-enter said premises, to eject the LESSEE, and take full possession of said premises, to terminate this Lease at its option, and to lease and let said premises as to it shall seem best, to remove from said premises all personal property of the LESSEE, and to store the same to the account and at the expenses and risk of the LESSEE, and to sell said property or any part thereof, and out of the proceeds to pay all expenses of so removing, storing and selling the same, and all sums which shall then be in arrears or past due for rent; and that no such act or acts of the LESSOR shall be construed as cancellation of this Lease or waiver of the right of the LESSOR to collect rent hereunder for the remainder of said term, except said exercise of its option to terminate the same; and that in case the LESSOR shall determine that any action or proceeding at law or otherwise is necessary to enforce the terms and conditions hereof, the LESSEE agrees that reasonable attorney's fees and the necessary costs and disbursements thereof may be allowed and taxed against it.

If the LESSEE is in default under the term of this lease, the LESSOR may upon written demand accelerate the rent due for the remainder of the term and that amount shall be immediately due and payable.

The LESSEE agrees not to remove any of its fixtures, equipment and inventory (other than in the ordinary course of business) from the premises without the consent in writing of the LESSOR while any installments of rent are part due, and during any other default in the conditions of this Lease.

16. Condemnation. If the whole or any part of the leased premises shall be taken by any public authority under the power of eminent domain. The LESSEE shall have no claim to nor shall it be entitled to any portion of any award, for damages or otherwise for the taking of the real estate. In the event only a portion of the leased premises is taken, the Lease shall cease as to the part taken, and the rent herein reserved shall be adjusted for the remainder of the leased premises so that the LESSEE shall be required to pay for the balance of the term that portion of the rent herein reserved which the value of the part of the leased premises remaining after condemnation herein to the value of the leased premises immediately prior to the date of condemnation. The rent shall be apportioned

as aforesaid by agreement between the parties or by arbitration or legal proceedings, but pending such determination the LESSEE shall pay at the time and in the manner above provided, the rent herein reserved, and all other charges herein required to be paid by the LESSEE, without deduction, and upon such determination, the LESSEE shall be entitled to credit for any excess rent paid. If, however, by reason of the condemnation there is not sufficient space left in the leased premises for the LESSEE to conduct business or the taking of parking and common area is so substantial as to render the leased premises unsuitable and unfit for which they were rented, then and in such events the Lease shall terminate. Nothing herein shall be construed to prevent LESSEE from claiming and recovering from the condemning authority such compensation as may be separately awarded or recoverable by LESSEE in LESSEE'S own right.

17. Subordination. It is expressly understood and agreed that this Lease is subordinated to any existing mortgages covering said premises, and extension or renewal thereof, and to any new mortgages which may be placed thereon from time to time and the LESSEE agrees to make, execute and deliver any such instruments as may be required subordinating this Lease to such mortgage including certificates of estoppel.

18. Subrogation. Each party hereto waives all claims and causes of action against the other party for any loss or damage to any of its property insured under valid insurance policies to the extent recovery is collectable thereunder; provided, however, that this waiver shall apply only when permitted by the applicable policy of insurance. Each party further agrees to use its best efforts to have any and all fire, extended coverage or other casualty insurance policies which may be carried contain a subrogation clause which provides that this insurance shall not be invalidated should the insured waive, in writing prior to a loss, any or all right of recovery against any party for loss occurring to the property described herein.

19. Assignment or Subletting. LESSEE will not assign this Lease, and will not sublet any part of the leased premises without the consent in writing of the LESSOR. LESSEE does hereby agree that if the LESSEE shall be declared bankrupt shall have a receiver appointed of its property, shall make an assignment for benefit of creditors or its rights hereunder shall be taken under execution, it shall be construed as an assignment of this lease within the meaning thereof. Any assignment of this Lease, without the prior written consent of the LESSOR shall be considered an act of default and subject to the remedies provided LESSOR in Section 15 of this lease.

20. Indemnity. LESSEE agrees to indemnify and hold LESSOR harmless from any and all claims for damages or injury to persons or property of the loss of property relating to or arising out of the leased premises or the LESSEE'S use of the leased premises, except for claims for damage or injury occasioned by LESSOR'S neglect or failure to perform its obligations under the terms of this Lease.

21. Signs. That no sign, advertisement or notice will be placed or painted on any part of the outside of said building or leased premises in such manner, style and places except as designated by the LESSOR and the LESSOR reserves the right to remove all others at the expense of the LESSEE. Sign to be constructed by Lessee at Lessee's sole expense but subject to Lessor's

approval.

22. Access. LESSOR reserves the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same, or of making repairs, additions or alterations to the building in which the leased premises are located to the exhibit the leased premises to prospective tenants, purchasers or others, to display during the last ninety (90) days of the term, without hindrance or molestation by LESSEE, "For Rent" or similar signs on windows or doors in the leased premises. The exercise by LESSOR of any of its rights under this Section shall not be deemed an eviction or disturbance of LESSEE'S use and possession of the leased premises.

23. Condition of the Premises. It is mutually agreed and understood that all of the improvements installed or contemplated by this Lease are adequate and satisfactory to meet the needs of the LESSEE herein. That any improvements, leasehold equipment and/or labor hereafter required under any Federal, State or Municipal statute or ordinance shall be provided by and at the expense of the LESSEE and that said LESSEE shall hold the LESSOR and his real estate harmless of any claims arising therefrom, and that said remodeling, improvement and/or leasehold equipment so required and installed shall inure to the benefit of the LESSOR upon the termination of this Lease, unless otherwise agreed to in writing between the parties.

24. Substitute Premises. LESSOR reserves the right at any time during the term of this Lease to use any of the leased premises including without limitation constructing a new building thereon or addition to an existing building thereon for LESSOR'S use upon providing reasonable notice to LESSEE. In the event LESSOR exercises this right, it shall substitute other property to LESSEE similar to that taken in replacement thereof without causing any interruption to the terms and conditions of this lease.

25. Notices. All notices, consents, demands and requests which may be or are required to be given by either party to the other, shall be in writing, and shall be deemed given or served when deposited in the United State mail by registered or certified mail postage prepaid, addressed as follows:

TO LESSOR at:

**KRUEGER PROPERTIES, LLC
c/o Nate Krueger
7616 180TH Street West
Prior Lake, MN 55372**

TO LESSEE AT:

Such addresses may be changed from time to time by either serving notices at the addresses, as provided above.

26. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by

the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between LESSOR and LESSEE, it being expressly understood and agreed that neither the method of computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between LESSOR and LESSEE other than the relationship of landlord and tenant.

27. All Agreements Included. This Lease and attachments embody all the agreements between the parties hereto, respecting the premises hereby leased. All subsequent changes and modifications to be valid shall be embodied within a written instrument duly executed by the parties hereto.

28. Paragraph Headings. The headings of the several paragraphs contained herein are for convenience only and do not define, limit or construe the contents, construction or meaning of the provisions of this Lease.

29. Laws of Minnesota. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease.

30. Saving Clause. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

31. Successors and Assigns. All of the terms, covenants, provisions and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

32. Deposit. LESSEE, concurrently with the execution of this Lease, has deposited with LESSOR the sum of two thousand five hundred dollars (\$2,500.00), the receipt of which is hereby acknowledged by LESSOR, which sum shall be retained by LESSOR as security for the payment by LESSEE of the rents herein agreed to be paid by LESSEE and for performance by LESSEE of the terms and covenants of this Lease. LESSOR, at LESSOR'S option, may apply said sum, or any part thereof, toward the payment of the rents and all other sums payable by LESSEE under this Lease, and toward the performance of any of LESSEE'S covenants under this Lease. LESSOR may exhaust any and all rights and remedies against LESSEE, before resorting to said sum. In the event this deposit shall not be utilized for any such purposes, then such deposit shall be returned to LESSEE within twenty-one (21) days after expiration of the term of the Lease. LESSOR shall not be required to pay LESSEE any interest on the security deposit. Default of LESSEE on any item above will result in forfeiting of said deposit.

33. Financial Statements. If requested, LESSEE shall promptly furnish an annual financial statement to LESSOR.

34. Guaranty. If so required by LESSOR, LESSEE'S Guarantor shall execute and deliver to Landlord, upon execution of this lease, a Guaranty in the form attached hereto as "Exhibit A".

SIGNATURE PAGE

IN WITNESS WHEREOF, the respective parties hereto have executed this instrument in duplicate the day and year first above written.

LESSOR:

KRUEGER PROPERTIES, LLC

By: _____

Its: _____

LESSOR:

By: _____

Its: _____

EXHIBIT A
PERSONAL GUARANTY

LESSEE'S OBLIGATIONS UNDER LEASE DATED _____,
BETWEEN **KRUEGER PROPERTIES, LLC**, AS LESSOR, AND
_____ AS LESSEE, COVERING LEASED PREMISES DESCRIBED
THEREIN:

The undersigned, in consideration of the leasing of the Premises described in the attached Lease to the LESSEE therein mentioned, at the request of the undersigned and on the faith of this Guaranty, hereby absolutely, unconditionally and irrevocably guarantees to LESSOR the full and complete performance of all of the LESSEE's covenants and obligations under said Lease, including any extension, renewal, or holdover thereof, and the full payment by LESSEE of all Rent and all other charges and amounts required to be paid under the Lease, and the undersigned will pay all LESSOR'S expenses, including attorney's fees, incurred in enforcing the obligations of LESSEE under said Lease, or incurred in enforcing this Guaranty.

The undersigned hereby waives all requirements of notice of the acceptance of this Guaranty and all requirements of notice of breach or nonperformance by LESSEE. The undersigned's obligation hereunder shall remain fully binding although: (a) LESSOR may have waived one or more defaults by LESSEE, extended the time of performance by LESSEE, modified or amended the Lease, released, returned, or misapplied other collateral given later as additional security (including other guaranties), or released LESSEE from the performance of its obligation under such Lease; or, (b) LESSEE may have assigned, sublet, or otherwise transferred the Lease.

The undersigned shall not be subrogated to any of the rights of LESSOR under the Lease or in or to the Premises described therein, or to any other rights of LESSOR, by reason of any of the provisions of this Guaranty, or by reason of the performance by the undersigned of any of their obligations under this Guaranty.

This Guaranty shall survive expiration or termination of the Lease.

If this Guaranty is signed by more than one person, their obligations shall be joint and severally and the release of one such guarantor shall not release any other such guarantors. This Guaranty shall be binding upon the undersigned and their respective heirs, executors, administrators, representatives, successors, and assigns.

WITNESS our signature on _____, 20_____.

[sign above, type name below]

S.S.N. _____



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 18, 2025

SUBMITTED BY: Lucas Chase, Finance

ITEM TYPE: Agenda Report

AGENDA SECTION: General Business

SUBJECT: 2026 General Fund & Debt Service Discussion

BACKGROUND:

Attached is the preliminary budget for the General fund and Debt Service funds which affect the tax levy. (There is also a capital outlay levy which will be discussed at the next meeting) The city is required to adopt a Preliminary levy in September and certify it to the county by September 30th. Once this preliminary levy is set, **it can be decreased before final levy certification in December, but it cannot be increased.**

These worksheets just a starting point for discussions with the City Council and will be refined and revised as there are questions on various areas of the budget. The capital budgets (or CIP), Special Revenue Funds, and the Enterprise Funds will be discussed at the next meeting. The data and direction received from this meeting, and the next meeting will be used to create the final Preliminary Budget and Levy for adoption at the 2nd meeting in September to be certified to the County.

Staff will continue to work on the budget with the City Council after adoption of the Preliminary budget and Levy until the Final Budget and Levy adoption in December.

Staff will bring tax impacts to the next meeting as the information was received late last week from the county.

SUGGESTED ACTION:

ATTACHMENTS:

[2026 Prelim Discussion GF DS 8.17.25.pdf](#)

CITY OF CREDIT RIVER
2026 PROPOSED BUDGET

Master Worksheet - All Budgets

		2023	2024	2025	Actual	2026	Variance	Variance %	
Account Number	Description	Actual	Actual	Adopted	6/30/2025	Proposed	2026 vs 2025	2026 vs 2025	Comments
General Fund Revenues:									
								(9,718.96)	Surplus/(Deficit) in Rev over Expenditures
Taxes									
100-00000-31000	Current Ad Valorem Taxes-Operating	\$ 822,652	\$ 1,118,703	\$ 1,092,061	\$ 580,891	\$ 1,146,664	\$ 54,603	5.00%	Previous discussions the plan was a 5% increase, can always dcrease for final levy - this gives us room to do more analysis. We may want to do 6% for now.
100-00000-31001	Current Ad Valorem Taxes-Public Safety	706,168	985,284	1,008,286	\$ 527,794	1,119,524	111,238	11.03%	
100-00000-31810	Franchise Fees	23,405	20,684	23,000	4,692	23,000	-	0.00%	
Total Taxes		\$ 1,552,225	\$ 2,124,670	\$ 2,123,347	\$ 1,113,377	\$ 2,289,188	\$ 165,841	7.81%	
Licenses and Permits									
100-00000-32000	Licenses and Permits	-	-	-	360	-	-	0.00%	
100-00000-32100	Business Licenses/Permits	5,430	5,250	4,500	-	5,000	500	11.11%	
100-00000-32150	Public Utilities	6,550	11,245	6,300	5,740	7,000	700	11.11%	
100-00000-32210	Building Permits	500	4,922	1,000	644	1,000	-	0.00%	
100-42400-32210	Building Permits	367,463	436,452	430,000	242,551	430,000	-	0.00%	
100-42400-32211	Permit State Surcharge	475	1,022	-	3,605	-	-	0.00%	paid Quarterly - Pass Thru
Total Licenses and Permits		\$ 380,418	\$ 458,890	\$ 441,800	\$ 252,900	\$ 443,000	\$ 1,200	0.27%	
Intergovernmental									
100-00000-33180	Federal Grant	612,333	-			-	-	0.00%	
100-41410-33000	Intergovernmental	767	1,180			-	-	0.00%	
100-00000-33400	State Grants and Aids	239,544	108,042	114,394	52,549	110,000	(4,394)	-3.84%	What aids do we received? Any MSA funding?
100-00000-33402	Homestead Credit	1,778	3,142	-	-	-	-	0.00%	
Total Intergovernmental		\$ 854,422	\$ 112,364	\$ 114,394	\$ 52,549	\$ 110,000	\$ (4,394)	-3.84%	
Charges for Services									
100-00000-34000	Charges for Services	11	2	-	-	-	-	0.00%	
100-00000-34100	City Hall Rent	1,100	-	-	-	-	-	0.00%	
100-00000-34107	Assessment Searches	-	-	-	25	100	100	0.00%	Start charging for assessment searches, have not been doing
100-00000-34110	Building Permits Admin	2,415	704	750	-	750	-	0.00%	
100-00000-34111	Wetland Fee	8,925	2,775	3,000	375	2,700	(300)	-10.00%	
100-00000-34112	Access Inspection Fee	1,700	2,000	1,500	1,400	2,000	500	33.33%	
100-41910-34120	Planning and Zoning	8,300	1,245	600	1,500	1,000	400	66.67%	
100-41910-34300	Highways and Street Charges	-	7,512	7,000	4,155	7,000	-	0.00%	
Total Charges for Services		\$ 22,451	\$ 14,238	\$ 12,850	\$ 7,455	\$ 13,550	\$ 700	5.45%	
Fines and Forfeits									
101-410-2100-35100	Fines	-	-	-	-	-	-	0.00%	
Total Fines and Forfeits		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Investment Earnings									
100-00000-36210	Interest Earnings	130,907	263,372	143,800	85,566	140,000	(3,800)	-2.64%	Expect rates to drop - we need to start in investment portfolio to diversify and not rely on the bank only
Total Investment Earnings		\$ 130,907	\$ 263,372	\$ 143,800	\$ 85,566	\$ 140,000	\$ (3,800)	-2.64%	
Miscellaneous									
10-00000-36200	Miscellaneous Revenue	0	1,237	-	1,495	-	-	0.00%	
Total Miscellaneous		\$ 0	\$ 1,237	\$ -	\$ 1,495	\$ -	\$ -	0.00%	
Transfers In									

CITY OF CREDIT RIVER
2026 PROPOSED BUDGET

Master Worksheet - All Budgets

		2023	2024	2025	Actual	2026	Variance	Variance %	
Account Number	Description	Actual	Actual	Adopted	6/30/2025	Proposed	2026 vs 2025	2026 vs 2025	Comments
101-00000-39200	Trasfer from Other Fund	(0)	1,335,794	-	164,164	-	-	0.00%	
Total Investment Earnings		\$ (0)	\$ 1,335,794	\$ -	\$ 164,164	\$ -	\$ -	0.00%	
Total General Fund Revenues:		\$ 2,940,422	\$ 4,310,565	\$ 2,836,191	\$ 1,677,505	\$ 2,995,738	\$ 159,547	5.63%	
		-	-			-	-		
		-	-			-	-		
General Fund Expenditures:									
41000	Mayor & Council								
Personnel									
100-41000-100	Wages and Salaries	-	40,969	40,000	17,600	40,000	-	0.00%	
100-41000-112	Mileage	-	-	-		-	-	0.00%	
100-41000-121	PERA	203	525	2,000	233	2,000	-	0.00%	
100-41000-122	FICA	-	2,996	2,480	1,489	2,480	-	0.00%	
Total Personnel		\$ 203	\$ 44,489	\$ 44,480	\$ 19,322	\$ 44,480	-	0.00%	
Materials and Supplies									
100-41000-208	Training and Instruction	-	35	500	-	500	-	0.00%	
100-41000-209	Other Office Supplies	87	139	500	-	500	-	0.00%	
Total Materials and Supplies		\$ 87	\$ 174	\$ 1,000	\$ -	\$ 1,000	-	0.00%	
Charges and Services									
100-41000-433	Dues & Subscriptions	-	-	-	30	-	-	0.00%	
Total Charges and Services		\$ -	\$ -	\$ -	\$ 30	\$ -	\$ -	0.00%	
41000	Total Mayor & Council	\$ 290	\$ 44,663	\$ 45,480	\$ 19,352	\$ 45,480	\$ -	0.00%	
41100	Town Board								
Personnel									
100-41100-100	Wages and Salaries	60,037	-	-	-	-	-	0.00%	
100-41100-112	Mileage	689	-	-	-	-	-	0.00%	
100-41100-121	PERA	19,772	-	-	-	-	-	0.00%	
100-41100-122	FICA	26,234	-	-	-	-	-	0.00%	
100-41100-131	Employer Paid Health	-	-	-	-	-	-	0.00%	
100-41100-133	Employer Paid Dental	-	-	-	-	-	-	0.00%	
100-41100-134	Employer Paid Life	95	-	-	-	-	-	0.00%	
100-41100-150	Worker's Comp (General)	3,428	-	-	-	-	-	0.00%	
100-41100-151	Worker's Comp Insurance Prem	-	-	-	-	-	-	0.00%	
Total Personnel		\$ 110,254	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Materials and Supplies									
100-41100-200	Office Supplies	2,517	-	-	-	-	-	0.00%	
100-41100-202	Copier Expenses	2,825	-	-	-	-	-	0.00%	
100-41100-208	Training and Instruction	2,718	-	-	-	-	-	0.00%	
100-41100-209	Other Office Supplies	432	-	-	-	-	-	0.00%	
100-41100-210	Operating Supplies	172	-	-	-	-	-	0.00%	
Total Materials and Supplies		\$ 8,665	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Charges and Services									
100-41100-300	Professional Services	75,052	-	-	-	-	-	0.00%	
100-41100-301	Auditing and Accounting	18,500	-	-	-	-	-	0.00%	

CITY OF CREDIT RIVER
2026 PROPOSED BUDGET

Master Worksheet - All Budgets

		2023	2024	2025	Actual	2026	Variance	Variance %	
Account Number	Description	Actual	Actual	Adopted	6/30/2025	Proposed	2026 vs 2025	2026 vs 2025	Comments
100-41100-304	Legal Fees	35,063	-	-	-	-	-	0.00%	
100-41100-309	EDP, Software	1,187	-	-	-	-	-	0.00%	
100-41100-310	Other Professional Services	-	-	-	-	-	-	0.00%	
100-41100-320	Website	14,516	-	-	-	-	-	0.00%	
100-41100-321	Telephone	-	-	-	-	-	-	0.00%	
100-41100-322	Postage	807	-	-	-	-	-	0.00%	
100-41100-331	Travel Expenses	-	-	-	-	-	-	0.00%	
100-41100-341	Employment	-	-	-	-	-	-	0.00%	
100-41100-351	Legal Notices Publishing	977	-	-	-	-	-	0.00%	
100-41100-361	General Liability Insurance	10,457	-	-	-	-	-	0.00%	
100-41100-433	Dues and Subscriptions	14,741	(289)	-	-	-	-	0.00%	
100-41100-490	Donations to Civic	500	-	-	-	-	-	0.00%	
100-41100-621	Bank Service Charge	195	-	-	-	-	-	0.00%	
Total Charges and Services		\$ 171,995	\$ (289)	\$ -	\$ -	\$ -	\$ -	0.00%	
41100	Total Town Board	\$ 290,913	\$ (289)	\$ -	\$ -	\$ -	\$ -	0.00%	
41320	Administrator								
Personnel									
100-41320-100	Wages and Salaries	-	127,480	59,380	47,743	113,815	54,435	91.67%	Placeholder 3% COLA - do we have a salary scale, step system? Are we compliant with Pay Equity and when do we have to report?
100-41320-110	Other Pay	-	10,000	-	-	-	-	0.00%	
100-41320-112	Mileage	-	1,001	1,500	221	1,500	-	0.00%	
100-41320-121	PERA	-	5,308	4,450	1,753	9,675	5,225	117.42%	
100-41320-122	FICA	-	10,517	4,540	4,780	8,707	4,167	91.78%	
100-41320-131	Employer Paid Health	-	-	13,980	7,520	26,584	12,604	90.16%	City Paid Prem + HSA Contribution added 12% for ins incr
100-41320-133	Employer Paid Dental	-	-	480	305	2,796	2,316	482.40%	added12% for ins incr
100-41320-134	Employer Paid Life	-	36	30	39	3,696	3,666	12220.00%	added12% for ins incr
100-41320-150	Worker's Comp (General)	-	6,110	450	445	450	-	0.00%	
100-41320-151	Worker's Comp Insurance Prem	-	-	450	2,281	3,000	2,550	566.67%	
Total Personnel		\$ -	\$ 160,452	\$ 85,260	\$ 65,088	\$ 170,223	\$ 84,963	99.65%	
Materials and Supplies									
100-41320-200	Office Supplies	-	639	500	1,050	500	-	0.00%	
100-41320-202	Copier Expenses	-	2,690	3,000	1,646	3,000	-	0.00%	
100-41320-208	Training and Instruction	-	2,774	4,000	700	4,000	-	0.00%	
Total Materials and Supplies		\$ -	\$ 6,103	\$ 7,500	\$ 3,396	\$ 7,500	\$ -	0.00%	
Charges and Services									
100-41320-300	Professional Services	-	93,883	104,000	18,236	104,000	-	0.00%	Wash Co bills June for previous year
100-41320-304	Legal Fees	-	61,231	50,000	21,228	60,000	10,000	20.00%	
100-41320-310	Other Professional Services	-	-	-	-	-	-	0.00%	
100-41320-320	Website	-	14,576	15,500	17,523	15,500	-	0.00%	
100-41320-321	Telephone	-	625	625	209	625	-	0.00%	
100-41320-322	Postage	-	-	-	-	-	-	0.00%	
100-41320-331	Travel Expenses	-	50	-	412	1,000	1,000	0.00%	
100-41320-341	Employment	-	-	-	635	500	500	0.00%	
100-41320-351	Legal Notices Publishing	-	-	-	122	-	-	0.00%	
100-41320-361	General Liability Insurance	-	12,129	21,000	19,868	21,000	-	0.00%	
100-41320-433	Dues and Subscriptions	-	14,543	19,000	12,434	19,000	-	0.00%	
Total Charges and Services		\$ -	\$ 197,036	\$ 210,125	\$ 90,667	\$ 221,625	\$ 11,500	5.47%	

CITY OF CREDIT RIVER
2026 PROPOSED BUDGET

Master Worksheet - All Budgets

		2023	2024	2025	Actual	2026	Variance	Variance %	
Account Number	Description	Actual	Actual	Adopted	6/30/2025	Proposed	2026 vs 2025	2026 vs 2025	Comments
41320	Total Administrator	\$ -	\$ 363,591	\$ 302,885	\$ 159,150	\$ 399,348	\$ 96,463	31.85%	
41400	City Clerk								
Personnel									
100-41400-100	Wages and Salaries	121,468	45,877	83,370	40,108	84,460	1,090	1.31%	3% COLA incr
100-41400-112	Mileage	123	131	200	392	600	400	200.00%	
100-41400-121	PERA	-	3,160	6,250	3,201	7,179	929	14.86%	
100-41400-122	FICA	-	3,223	6,380	3,276	6,461	81	1.27%	
100-41400-131	Employer Paid Health	11,086	6,306	25,680	11,866	19,703	(5,977)	-23.27%	City Paid Prem + HSA Contribution added 12% for ins incr
100-41400-133	Employer Paid Dental	-	305	1,120	508	2,796	1,676	149.60%	added12% for ins incr
100-41400-134	Employer Paid Life	-	80	60	82	3,696	3,636	6060.00%	added12% for ins incr
100-41400-150	Worker's Comp (General)	-	-	630	623	630	-	0.00%	
Total Personnel		\$ 132,677	\$ 59,081	\$ 123,690	\$ 60,056	\$ 125,525	\$ 1,835	1.48%	
Materials and Supplies									
100-41400-200	Office Supplies	-	-	-	-	-	-	0.00%	
100-41400-202	Copier Expenses	-	-	-	-	-	-	0.00%	
100-41400-208	Training and Instruction	-	390	1,000	1,165	3,000	2,000	200.00%	Training - Clerk's Training and Conference
Total Materials and Supplies		\$ -	\$ 390	\$ 1,000	\$ 1,165	\$ 3,000	\$ 2,000	200.00%	
Charges and Services									
100-41400-300	Professional Services	-	145	2,500	-	2,500	-	0.00%	
100-41400-320	Website	-	-	-	-	-	-	0.00%	
100-41400-321	Telephone	1,189	202	600	-	600	-	0.00%	
100-41400-322	Postage	-	1,295	1,000	935	1,300	300	30.00%	
100-41400-351	Legal Notices Publishing	-	313	1,000	575	1,000	-	0.00%	
100-41400-433	Dues and Subscriptions	-	-	-	50	200	200	0.00%	MCFOA & IIMC
Total Charges and Services		\$ 1,189	\$ 1,955	\$ 5,100	\$ 1,560	\$ 5,600	\$ 500	9.80%	
41400	Total City Clerk	\$ 133,866	\$ 61,426	\$ 129,790	\$ 62,780	\$ 134,125	\$ 4,335	3.34%	
41410	Elections								
Personnel									
100-41410-100	Wages and Salaries	170	23,630	-	807	24,000	24,000	0.00%	Election year
100-41410-112	Mileage	(23)	648	-	39	700	700	0.00%	
100-41410-122	FICA	-	893	-	551	1,836	1,836	0.00%	
Total Personnel		\$ 147	\$ 25,170	\$ -	\$ 1,396	\$ 26,536	\$ 26,536	0.00%	
Materials and Supplies									
100-41410-200	Office Supplies	3,347	1,481	-	-	1,500	1,500	0.00%	
100-41410-209	Other Office Supplies	-	772	500	-	800	300	60.00%	
Total Materials and Supplies		\$ 3,347	\$ 2,253	\$ 500	\$ -	\$ 2,300	\$ 1,800	360.00%	
Charges and Services									
100-41410-304	Legal Fees	-	-	-	-	-	-	0.00%	
100-41410-322	Pstage	-	66	-	-	100	100	0.00%	
100-41410-351	Legal Notices and Publishing	-	-	500	-	500	-	0.00%	
100-41410-410	Rentals	6,711	-	-	-	-	-	0.00%	
Total Charges and Services		\$ 6,711	\$ 66	\$ 500	\$ -	\$ 600	\$ 100	20.00%	

CITY OF CREDIT RIVER
2026 PROPOSED BUDGET

Master Worksheet - All Budgets

		2023	2024	2025	Actual	2026	Variance	Variance %	
<u>Account Number</u>	<u>Description</u>	<u>Actual</u>	<u>Actual</u>	<u>Adopted</u>	<u>6/30/2025</u>	<u>Proposed</u>	<u>2026 vs 2025</u>	<u>2026 vs 2025</u>	<u>Comments</u>
41410	Total Elections	\$ 10,205	\$ 27,489	\$ 1,000	\$ 1,396	\$ 29,436	\$ 28,436	2843.60%	Election year

CITY OF CREDIT RIVER
2026 PROPOSED BUDGET

Master Worksheet - All Budgets

		2023	2024	2025	Actual	2026	Variance	Variance %	
Account Number	Description	Actual	Actual	Adopted	6/30/2025	Proposed	2026 vs 2025	2026 vs 2025	Comments
41510	Treasurer/Finance								
Personnel									
100-41510-100	Wages and Salries	85,098	50,692	115,950	41,440	108,567	(7,383)	-6.37%	3% COLA, 85% Finance Dir and 85% Accounting Tech
100-41510-112	Mileage	60	-	300	-	300	-	0.00%	
100-41510-121	PERA	-	4,005	8,700	2,930	9,228	528	6.07%	
100-41510-122	FICA	-	3,828	8,870	3,184	8,306	(564)	-6.36%	
100-41510-125	Other Retirement Contributions	-	-	-	-	-	-	0.00%	In lieu of health could a contribution be made to a Post Retire Health Savings account?
100-41510-131	Employer Paid Health	-	12,749	17,270	-	-	(17,270)	-100.00%	Curr Empl not elegible for City's Plan
100-41510-133	Employer Paid Dental	-	711	590	-	2,796	2,206	373.82%	added12% for ins incr
100-41510-134	Employer Paid Life	-	32	30	86	3,696	3,666	12220.00%	added12% for ins incr
100-41510-150	Worker's Comp (General)	-	-	880	870	880	-	0.00%	
Total Personnel		\$ 85,158	\$ 72,016	\$ 152,590	\$ 48,511	\$ 133,773	\$ (18,817)	-12.33%	
Materials and Supplies									
100-41510-207	Computer Suplies	-	-	-	3,164	3,000	3,000	0.00%	
100-41510-208	Training and Instruction	-	-	2,500	1,060	4,000	1,500	60.00%	Conferences and training (is GFOA allowed)
100-41510-211	Meetings	-	-	-	-	-	-	0.00%	
Total Materials and Supplies		\$ -	\$ -	\$ 2,500	\$ 4,224	\$ 7,000	\$ 4,500	180.00%	
Charges and Services									
100-41510-300	Professional Services	-	146,738	100,000	37,232	50,000	(50,000)	-50.00%	
100-41510-301	Auditing and Accounting Services	-	25,275	21,200	15,000	27,000	5,800	27.36%	
100-41510-309	EDP, Software and Design	-	8,012	9,000	5,964	9,000	-	0.00%	
100-41510-310	Other Proessional Services	-	861	-	-	-	-	0.00%	
100-41510-321	Telephone	600	100	600	-	600	-	0.00%	
100-41510-331	Travel Expenses	-	-	-	-	1,000	1,000	0.00%	
100-41510-431	Cash Short	-	-	-	-	-	-	0.00%	
100-41510-433	Dues and Subscriptions	-	-	200	70	500	300	150.00%	McFOA, GFOA
100-41510-621	Bank Service Charge ACH	-	382	500	116	500	-	0.00%	
100-41510-623	NSF Bank Fees	-	1	-	-	-	-	0.00%	
Total Charges and Services		\$ 600	\$ 181,369	\$ 131,500	\$ 58,382	\$ 88,600	\$ (42,900)	-32.62%	
41510	Total Treasurer/Finance	\$ 85,758	\$ 253,384	\$ 286,590	\$ 111,116	\$ 229,373	\$ (57,217)	-19.96%	
41550	Assessing								
Charges and Services									
100-41550-300	Professional Services	54,917	56,178	57,600	58,275	60,000	2,400	4.17%	
Total Charges and Services		\$ 54,917	\$ 56,178	\$ 57,600	\$ 58,275	\$ 60,000	\$ 2,400	4.17%	
41550	Total Assessing	\$ 54,917	\$ 56,178	\$ 57,600	\$ 58,275	\$ 60,000	\$ 2,400	4.17%	
41910	Planning & Zoning								
Personnel									
100-41910-100	Wages and Salries	47,915	77,502	86,380	27,727	86,571	191	0.22%	3% COLA, Permi Tech and 15% of Treasurer
100-41910-112	Mileage	-	336	300	-	300	-	0.00%	
100-41910-121	PERA	-	5,581	6,420	1,904	7,359	939	14.63%	
100-41910-122	FICA	-	5,693	6,610	2,297	6,623	13	0.20%	
100-41910-131	Employer Paid Health	2,434	-	3,700	-	19,703	16,003	432.52%	City Paid Prem + HSA Contribution added 12% for ins incr
100-41910-133	Employer Paid Dental	-	-	1,250	-	2,796	1,546	123.64%	added12% for ins incr
100-41910-134	Employer Paid Life	-	50	70	9	3,696	3,626	5180.00%	added12% for ins incr
100-41910-150	Worker's Comp (General)	-	-	640	633	640	-	0.00%	

CITY OF CREDIT RIVER
2026 PROPOSED BUDGET

Master Worksheet - All Budgets

		2023	2024	2025	Actual	2026	Variance	Variance %	
Account Number	Description	Actual	Actual	Adopted	6/30/2025	Proposed	2026 vs 2025	2026 vs 2025	Comments
Total Personnel		\$ 50,349	\$ 89,161	\$ 105,370	\$ 32,570	\$ 127,688	\$ 22,318	21.18%	
Materials and Supplies									
100-41910-207	Computer Supplies	-	-	2,000	-	2,000	-	0.00%	
100-41910-208	Training and Instuction	-	860	1,000	-	1,500	500	50.00%	Training and certification for Permit Tech
Total Materials and Supplies		\$ -	\$ 860	\$ 3,000	\$ -	\$ 3,500	\$ 500	16.67%	
Charges and Services									
100-41910-300	Professional Services	293	1,800	-	200	-	-	0.00%	
100-41910-303	Engineering Fees	1,680	9,968	2,000	28,026	10,000	8,000	400.00%	Need to look at this, what is charged here - so we need more as this year is already more?
100-41910-304	Legal Fees	4,750	1,083	5,000	791	5,000	-	0.00%	
100-41910-309	EDP, Software and Design	-	-	-	-	-	-	0.00%	
100-41910-310	Other Professional Services	349,093	207,928	275,000	75,556	275,000	-	0.00%	
100-41910-351	Legal Notices and Publishing	-	46	1,000	505	1,000	-	0.00%	
100-41910-430	Miscellaneous	-	-	-	8,400	-	-	0.00%	
100-41910-433	Dues and Subscriptions	-	102	-	101	-	-	0.00%	
Total Charges and Services		\$ 355,817	\$ 220,927	\$ 283,000	\$ 113,579	\$ 291,000	\$ 8,000	2.83%	
41910	Total Planning & Zoning	\$ 406,166	\$ 310,948	\$ 391,370	\$ 146,150	\$ 422,188	\$ 30,818	7.87%	
41940	City Hall								
Materials and Supplies									
100-41940-200	Office Supplies	-	-	-	16	-	-	0.00%	
100-41940-220	Repair/Maintenance Supplies	-	-	-	-	500	500	0.00%	Shuld we plan some for building repairs, etc on City Hall?
100-41940-227	Utility Maintenance Supplies	-	-	-	44	-	-	0.00%	
Total Materials and Supplies		\$ -	\$ -	\$ -	\$ 60	\$ 500	\$ 500	0.00%	
Charges and Services									
100-41940-310	Other Professional Services	3,287	1,988	2,500	2,254	5,000	2,500	100.00%	
100-41940-311	Pest Control	315	322	300	169	325	25	8.33%	
100-41940-316	Monitoring/Svc Provider Costs	40	80	500	-	500	-	0.00%	
100-41940-321	Telephone	3,990	4,295	4,400	2,249	4,500	100	2.27%	
100-41940-381	Electric Utilities	1,095	1,164	1,200	676	1,200	-	0.00%	
100-41940-383	Gas Utilities	1,297	960	1,200	1,055	2,000	800	66.67%	
100-41940-444	Plow Roads	1,870	1,525	1,800	825	1,800	-	0.00%	
100-41940-445	Grass/Lawn Care	3,500	3,250	4,000	657	4,000	-	0.00%	
100-41940-454	Septic Pumping	475	3,325	4,000	625	4,000	-	0.00%	
Total Charges and Services		\$ 15,869	\$ 16,910	\$ 19,900	\$ 8,510	\$ 23,325	\$ 3,425	17.21%	
Capital Outlay									
100-41940-520	Buildings and Structures	-	-	-	-	-	-	0.00%	
101-41940-560	furniture and Fixtures	1,595	39	-	87	-	-	0.00%	See above in Repairs/Maintenance
100-41940-570	Office Equipment and Furnishings	75	852	-	299	-	-	0.00%	See above in Repairs/Maintenance
Total Miscellaneous		\$ 1,670	\$ 891	\$ -	\$ 386	\$ -	\$ -	0.00%	
41940	Total City Hall	\$ 17,539	\$ 17,800	\$ 19,900	\$ 8,956	\$ 23,825	\$ 3,925	19.72%	
41990	CARES								
Charges and Services								0.00%	
100-41990-100	Wages and Salaries	109	-	-	-	-	-	0.00%	

CITY OF CREDIT RIVER
2026 PROPOSED BUDGET

Master Worksheet - All Budgets

		2023	2024	2025	Actual	2026	Variance	Variance %	
Account Number	Description	Actual	Actual	Adopted	6/30/2025	Proposed	2026 vs 2025	2026 vs 2025	Comments
Total Charges and Services		\$ 109	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
41990	Total CARES	\$ 109	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
2100	Police								
Charges and Services									
100-42200-300	Law Enforcement Contract	347,230	411,610	422,473	211,237	459,098	36,624	8.67%	
100-42200-726	Animal Control	-	-	-	-	-	-	0.00%	
Total Charges and Services		\$ 347,230	\$ 411,610	\$ 422,473	\$ 211,237	\$ 459,098	\$ 36,624	8.67%	
2100	Total Police	\$ 347,230	\$ 411,610	\$ 422,473	\$ 211,237	\$ 459,098	\$ 36,624	8.67%	
2150	Prosecution								
Charges and Services								0.00%	
100-42200-300	Attorney Criminal	3,936	5,372	-	-	5,000	5,000	0.00%	In past was charged to sheriff contract
Total Charges and Services		\$ 3,936	\$ 5,372	\$ -	\$ -	\$ 5,000	\$ 5,000	0.00%	
2150	Total Prosecution	\$ 3,936	\$ 5,372	\$ -	\$ -	\$ 5,000	\$ 5,000	0.00%	
2220	Fire								
Charges and Services		-	-			-	-		
101-42200-300	Fire Contract	454,026	586,154	585,813	292,907	660,426	74,613	12.74%	
Total Charges and Services		\$ 454,026	\$ 586,154	\$ 585,813	\$ 292,907	\$ 660,426	\$ 74,613	12.74%	
2220	Total Fire	\$ 454,026	\$ 586,154	\$ 585,813	\$ 292,907	\$ 660,426	\$ 74,613	12.74%	
2400	Building Inspection								
Charges and Services									
100-43129-303	Building Permit Review - Engr Services	9,525	2,040	10,000	-	10,000	-	0.00%	
101-41910-310	Other Professional Services	-	-	-	-	-	-	0.00%	
Total Charges and Services		\$ 9,525	\$ 2,040	\$ 10,000	\$ -	\$ 10,000	\$ -	0.00%	
2400	Total Building Inspection	\$ 9,525	\$ 2,040	\$ 10,000	\$ -	\$ 10,000	\$ -	0.00%	
43000	Public Works (General)								
Personnel									
100-43000-100	Wges and Salaries	-	441	-	-	-	-	0.00%	
100-43000-122	PICA	-	34	-	-	-	-	0.00%	
Total Personnel		\$ -	\$ 475	\$ -	\$ -	\$ -	\$ -	0.00%	
Materials and Supplies									
100-43000-212	Motor Fuels	-	3,669	-	1,495	3,500	3,500	0.00%	
100-43000-220	Repair/maint Supplies	-	8,560	3,000	4,799	5,000	2,000	66.67%	
Total Materials and Supplies		\$ -	\$ 12,229	\$ 3,000	\$ 6,293	\$ 8,500	\$ 5,500	183.33%	
Charges and Services		-	-			-	-		
100-43000-300	Professional Services	-	4,667	-	1,025	2,000	2,000	0.00%	
100-43130-303	Utility Permit Review - Engr Services	3,908	120	5,000	-	5,000	-	0.00%	
100-43133-303	Non Road engineering	39,535	40,205	32,000	13,854	40,000	8,000	25.00%	
100-43000-309	EDP, Software and Design	-	1,946	2,600	-	2,600	-	0.00%	
101-43000-410	Rentals	-	500	1,200	-	1,200	-	0.00%	

CITY OF CREDIT RIVER
2026 PROPOSED BUDGET

Master Worksheet - All Budgets

		2023	2024	2025	Actual	2026	Variance	Variance %	
Account Number	Description	Actual	Actual	Adopted	6/30/2025	Proposed	2026 vs 2025	2026 vs 2025	Comments
Total Charges and Services		\$ 43,443	\$ 47,439	\$ 40,800	\$ 14,879	\$ 50,800	\$ 10,000	24.51%	
43000	Total Public Works (General)	\$ 43,443	\$ 60,143	\$ 43,800	\$ 21,172	\$ 59,300	\$ 15,500	35.39%	
43100	Highways, Streets & Roads								
Personnel									
100-43100-100	Wages and Salries	-	10,176	11,590	5,971	11,682	92	0.79%	3& COLA
100-43100-112	Mileage	-	-	-	-	-	-	0.00%	
100-43100-121	PERA	-	-	870	488	993	123	14.14%	
100-43100-122	FICA	-	-	890	498	894	4	0.45%	
100-43100-131	Employer Paid Health	-	-	-	-	-	-	0.00%	
100-43100-133	Employer Paid Dental	-	-	-	-	-	-	0.00%	
100-43100-134	Employer Paid Life	-	-	-	-	-	-	0.00%	
100-43000-150	Worker's Comp (General)	-	-	1,120	1,105	1,120	-	0.00%	
Total Personnel		\$ -	\$ 10,176	\$ 14,470	\$ 8,062	\$ 14,689	\$ 219	1.51%	
Materials and Supplies									
100-43100-217	Street Signs	-	1,473	4,000	396	4,000	-	0.00%	
Total Materials and Supplies		\$ -	\$ 1,473	\$ 4,000	\$ 396	\$ 4,000	\$ -	0.00%	
Charges and Services									
100-43132-303	Road Inventory - Engr Services	-	-	-	-	-	-	0.00%	
100-43100-303	Engineering Fees	-	15,281	18,000	31,296	18,000	-	0.00%	What is being charged here - should be budget more?
100-43100-304	Legal Fees	-	1,426	3,000	20	3,000	-	0.00%	
100-43100-312	Utility Locating Services	-	1,692	1,000	432	1,700	700	70.00%	
100-43100-351	Legal Notices and Publishing	-	971	350	714	1,000	650	185.71%	What are we publishing here?
100-43100-381	Electric Utilities	-	1,244	1,400	488	1,400	-	0.00%	
100-43100-384	Refuse/Garbage	-	992	1,000	-	1,000	-	0.00%	
100-43100-400	Repairs & Maintenance	-	1,248	-	-	-	-	0.00%	
100-43100-430	Miscellaneous	-	1	-	-	-	-	0.00%	
100-43100-439	Weed Control	-	1,500	-	-	-	-	0.00%	
100-43100-446	Cut Trees/Brush	-	32,400	18,750	300	18,750	-	0.00%	
100-43100-447	Mow Ditches	-	4,768	-	-	-	-	0.00%	
Total Charges and Services		\$ -	\$ 61,523	\$ 43,500	\$ 33,249	\$ 44,850	\$ 1,350	3.10%	
43100	Total Highways, Streets & Roads	\$ -	\$ 73,172	\$ 61,970	\$ 41,707	\$ 63,539	\$ 1,569	2.53%	
43121	Paved Streets								
Charges and Services									
100-43121-388	Street Sweeping	-	4,825	8,000	-	8,000	-	0.00%	
100-43121-400	Repairs & maintenance	-	-	-	-	-	-	0.00%	
100-43121-440	Repair Road	-	625	-	-	-	-	0.00%	
100-43121-441	Sealcoat Road	-	-	-	-	-	-	0.00%	
100-43121-442	Crackfill Road	-	33,695	40,000	55,859	40,000	-	0.00%	
100-43121-443	Bituminous Patch	-	159,474	120,000	-	120,000	-	0.00%	We should check with Shane - are these numbers reasonable?
100-43121-452	Apply Gravel/Shoulder Work	-	-	-	-	-	-	0.00%	
Total Charges and Services		\$ -	\$ 198,619	\$ 168,000	\$ 55,859	\$ 168,000	\$ -	0.00%	
43121	Paved Streets	\$ -	\$ 198,619	\$ 168,000	\$ 55,859	\$ 168,000	\$ -	0.00%	

CITY OF CREDIT RIVER
2026 PROPOSED BUDGET

Master Worksheet - All Budgets

		2023	2024	2025	Actual	2026	Variance	Variance %	
		Actual	Actual	Adopted	6/30/2025	Proposed	2026 vs 2025	2026 vs 2025	Comments
Account Number	Description								
43122	Unpaved Streets								
Materials and Supplies									
100-43122-230	Purchase Rock	-	26,154	25,000	31,894	30,000	5,000	20.00%	
Total Materials and Supplies		\$ -	\$ 26,154	\$ 25,000	\$ 31,894	\$ 30,000	\$ 5,000	20.00%	
Charges and Services									
100-43122-351	Legal Notice Publishing	-	-	-	-	-	-	0.00%	
100-43122-440	Repair Road	-	-	-	-	-	-	0.00%	
100-43122-448	Blade Roads	-	-	-	-	-	-		
100-43122-449	Dustcoat Gravel	-	28,326	35,000	29,946	35,000	-	0.00%	
100-43122-452	Apply Gravel/Shoulder Work	-	-	-	2,708	-	-	0.00%	
100-43122-453	Haul Rock	-	-	14,000	18,513	18,500	4,500	32.14%	
Total Charges and Services		\$ -	\$ 28,326	\$ 49,000	\$ 51,167	\$ 53,500	\$ 4,500	9.18%	
43122	Total Unpaved Streets	\$ -	\$ 54,480	\$ 74,000	\$ 83,061	\$ 83,500	\$ 9,500	12.84%	
43125	Ice & Snow Removal								
Personnel									
100-43125-100	Wages and Salries	-	1,103	3,860	-	3,860	-	0.00%	
100-43125-112	Mileage	-	-	-	-	-	-	0.00%	
100-43125-121	PERA	-	-	290	-	290	-	0.00%	
100-43125-122	FICA	-	88	300	-	300	-	0.00%	
100-43125-131	Employer Paid Health	-	-	-	-	-	-	0.00%	
100-43125-133	Employer Paid Dental	-	-	-	-	-	-	0.00%	
100-43125-134	Employer Paid Life	-	-	-	-	-	-	0.00%	
100-43125-150	Worker's Comp (General)	-	-	370	-	370	-	0.00%	
Total Personnel		\$ -	\$ 1,190	\$ 4,820	\$ -	\$ 4,820	\$ -	0.00%	
Materials and Supplies									
100-43125-228	Milbox/Post	-	50	500	-	500	-	0.00%	
100-43125-230	Purchase Rock	-	-	3,000	-	3,000	-	0.00%	
100-43125-231	Purchase Salt	-	26,844	44,000	-	45,000	1,000	2.27%	
Total Materials and Supplies		\$ -	\$ 26,894	\$ 47,500	\$ -	\$ 48,500	\$ 1,000	2.11%	
Charges and Services									
100-43125-444	Plow Roads	-	55,435	115,000	28,778	11,500	(103,500)	-90.00%	
100-43125-448	Blade Roads	-	-	-	585	-	-	0.00%	
100-43125-450	Salt Roads	-	-	-	-	-	-	0.00%	
100-43125-451	Culvert Maintenance	-	-	-	-	-	-	0.00%	
100-43125-453	Hall Rock	-	-	3,200	-	-	(3,200)	-100.00%	
Total Charges and Services		\$ -	\$ 55,435	\$ 118,200	\$ 29,364	\$ 11,500	\$ (106,700)	-90.27%	
43125	Total Ice & Snow Removal	\$ -	\$ 83,520	\$ 170,520	\$ 29,364	\$ 64,820	\$ (105,700)	-61.99%	
43150	Storm Drainage								
Charges and Services									
100-43150-300	Professional Services	1,350	-	10,000	3,978	10,000	-	0.00%	
100-43150-303	Engineering Fees	33,429	9,669	-	-	10,000	10,000	0.00%	Check with Shane - do we need more or less here?
100-43150-304	Legal Fees	-	-	-	-	-	-	0.00%	
100-43150-313	Permit Fees	-	-	-	400	-	-	0.00%	
100-43150-351	Legal Notices Publishing	-	-	-	-	-	-	0.00%	
100-43150-400	Repairs & Maintenance	8,214	-	-	13,853	15,000	15,000	0.00%	Check with Shane - do we need more or less here?

CITY OF CREDIT RIVER
2026 PROPOSED BUDGET

Master Worksheet - All Budgets

		2023	2024	2025	Actual	2026	Variance	Variance %	
Account Number	Description	Actual	Actual	Adopted	6/30/2025	Proposed	2026 vs 2025	2026 vs 2025	Comments
100-43150-430	Miscellaneous	-	-	15,000	-	-	(15,000)	-100.00%	
100-43150-433	Dues and Subscriptions	-	-	-	500	-	-	0.00%	
100-43150-451	Culvert Maintenance	25,136	21,940	25,000	2,600	25,000	-	0.00%	
Total Charges and Services		\$ 68,129	\$ 31,609	\$ 50,000	\$ 21,331	\$ 60,000	\$ 10,000	20.00%	
43150	Total Storm Drainage	\$ 68,129	\$ 31,609	\$ 50,000	\$ 21,331	\$ 60,000	\$ 10,000	20.00%	
45200	Parks								
Materials and Supplies									
100-45200-220	Repair/Maint. Supplies	-	100	500	-	500	-	0.00%	
100-45200-221	Equipment Parts	-	275	-	-	-	-	0.00%	
Total Materials and Supplies		\$ -	\$ 375	\$ 500	\$ -	\$ 500	\$ -	0.00%	
Charges and Services									
100-45200-300	Professional Services	-	-	-	855	-	-	0.00%	
100-45200-441	Sealcost Road	-	9,254	-	-	10,000	10,000	0.00%	Check with Shane, so we need some here?
100-45200-445	Grass/Lawn Care	12,336	15,705	13,000	2,718	16,000	3,000	23.08%	
100-45200-446	Cut trees/Brush	-	1,513	1,500	225	1,500	-	0.00%	
Total Charges and Services		\$ 12,336	\$ 26,472	\$ 14,500	\$ 3,798	\$ 27,500	\$ 13,000	89.66%	
45200	Total Parks	\$ 12,336	\$ 26,847	\$ 15,000	\$ 3,798	\$ 28,000	\$ 13,000	86.67%	
00000	Transfers								
Transfers		-	-			-	-		
100-00000-720	Operating Transfers	-	614,000	179,915	699,055	-	(179,915)	-100.00%	What transfers go here from what fund?
Total Transfers		\$ -	\$ 614,000	\$ 179,915	\$ 699,055	\$ -	\$ (179,915)	-100.00%	
9000	Total Transfers	\$ -	\$ 614,000	\$ 179,915	\$ 699,055	\$ -	\$ (179,915)	-100.00%	
00000	Capital Outlay								
101-41000-500	Capital Oulay (General)	9,273	-			-	-		
		-	-	-	-	-	-	0.00%	
Total Contingency Reserve		\$ 9,273	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
9000	Total Capital Outlay	\$ 9,273	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
9000	Contingency Reserve								
Contingency Reserve									
	Reserve for possible Insurance Increase and unforeseen items	-	-	-	-	-	-	0.00%	Do we want to budget some things here?
Total Contingency Reserve		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
9000	Contingency Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Total General Fund Expenditures:		\$ 1,947,661	\$ 3,282,755	\$ 3,016,106	\$ 2,026,666	\$ 3,005,457	\$ (10,650)	-0.35%	
Total Gen Fund Revs. Over/(Under) Expenditures:		\$ 992,762	\$ 1,027,810	\$ (179,915)	\$ (349,162)	\$ (9,719)	\$ 170,196	-94.60%	Use of Fund Balance if negative

CITY OF CREDIT RIVER
2026 PROPOSED BUDGET
Master Worksheet - All Budgets

		2023	2024	2025	Actual	2026	Variance	Variance %	
Account Number	Description	Actual	Actual	Adopted	6/30/2025	Proposed	2026 vs 2025	2026 vs 2025	Comments
330 2015 GO Improvement Bonds Fund									
Taxes									
330-00000-31000	Current Ad Valorem Taxes	64,712	64,706	\$38,000	\$19,149	-	(\$38,000)	-100.00%	bonds will be paid off on 2/1/26 from 2025 collections
Total Taxes		\$ 64,712	\$ 64,706	\$ 38,000	\$ 19,149	\$ -	\$ (38,000)	-100.00%	
Intergovernmental									
330-00000-33402	Homestead Credit	75	-	-	-	-	\$ -	0.00%	
Total Intergovernmental		\$ 75	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Special Assessments									
330-00000-36100	Special Assessments	35,455	35,936	32,762	17,721	-	\$ (32,762)	-100.00%	
Total Special Assessments		\$ 35,455	\$ 35,936	\$ 32,762	\$ 17,721	\$ -	\$ (32,762)	-100.00%	
Investment Earnings									
330-00000-36210	Interest Earnings	12,760	5,611	5,600	1,696	-	\$ (5,600)	-100.00%	
Total Investment Earnings		\$ 12,760	\$ 5,611	\$ 5,600	\$ 1,696	\$ -	\$ (5,600)	-100.00%	
Transfers In									
330-00000-39200	Interfund Operating Transfer	-	-	-	-	-	\$ -	0.00%	
Total Investment Earnings		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Debt Service									
330-0000039310	Proceeds-Gen Obligation Bond	-	-	-	-	-	\$ -	0.00%	
Total Investment Earnings		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Total 2015 GO Impr Bond Revenues:		\$ 113,002	\$ 106,252	\$ 76,362	\$ 38,566	\$ -	\$ (76,362)	-100.00%	
2015 GO Impr Bond Expenditures									
Debt Service									
330-47000-601	Debt Service Bond Principal	140,000	145,000	145,000	145,000	145,000	\$ -	0.00%	
330-47000-611	Bond Interest	12,625	9,063	5,438	3,625	1,813	\$ (3,626)	-66.67%	
330-47000-3620	Fiscal Agent's Fees	575	475	475	575	575	\$ 100	21.05%	
Total Capital Outlay		\$ 153,200	\$ 154,538	\$ 150,913	\$ 149,200	\$ 147,388	\$ (3,526)	98.86%	
Total 2015 GO Impr Bond Expenditures		\$ 153,200	\$ 154,538	\$ 150,913	\$ 149,200	\$ 147,388	\$ (3,526)	-2.34%	
Total 2015 GO Impr bond Revs. Over/(Under) Expenditures:		\$ (40,198)	\$ (48,285)	\$ (74,551)	\$ (110,634)	\$ (147,388)	\$ (72,837)	97.70%	
340 2018 GO Improvement Bonds Fund									
Taxes									
340-00000-31000	Current Ad Valorem Taxes	59,723	59,729	63,000	31,747	61,000	\$ (2,000)	-3.17%	Per Bond Document
Total Taxes		\$ 59,723	\$ 59,729	\$ 63,000	\$ 31,747	\$ 61,000	\$ (2,000)	-3.17%	
Intergovernmental									
340-00000-33402	Homestead Credit	70	-	-	-	-	\$ -	0.00%	
Total Intergovernmental		\$ 70	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Special Assessments									
340-00000-36100	Special Assessments	67,041	56,909	47,616	23,201	47,616	\$ -	0.00%	
Total Special Assessments		\$ 67,041	\$ 56,909	\$ 47,616	\$ 23,201	\$ 47,616	\$ -	0.00%	
Investment Earnings									
340-00000-36210	Interest Earnings	18,098	10,146	10,700	4,454	8,000	\$ (2,700)	-25.23%	Expect Interest rates to drop
Total Investment Earnings		\$ 18,098	\$ 10,146	\$ 10,700	\$ 4,454	\$ 8,000	\$ (2,700)	-25.23%	
Transfers In									
340-00000-39200	Interfund Operating Transfer	-	-	-	-	-	\$ -	0.00%	
Total Investment Earnings		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Debt Service									

CITY OF CREDIT RIVER
2026 PROPOSED BUDGET
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		2023	2024	2025	Actual	2026	Variance	Variance %	
Account Number	Description	Actual	Actual	Adopted	6/30/2025	Proposed	2026 vs 2025	2026 vs 2025	Comments
340-0000039310	Proceeds-Gen Obligation Bond	-	-	-	-	-	\$ -	0.00%	
Total Investment Earnings		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Total 2018 GO Impr Bond Revenues:		\$ 144,931	\$ 126,783	\$ 121,316	\$ 59,402	\$ 116,616	\$ (4,700)	-3.87%	
2018 GO Impr Bond Expenditures									
Debt Service									
340-47000-601	Debt Service Bond Principal	130,000	130,000	135,000	135,000	135,000	\$ -	0.00%	
340-47000-611	Bond Interest	31,050	25,850	20,550	11,625	15,150	\$ (5,400)	-26.28%	
340-47000-3620	Fiscal Agent's Fees	475	475	475	475	475	\$ -	0.00%	
Total Capital Outlay		\$ 161,525	\$ 156,325	\$ 156,025	\$ 147,100	\$ 150,625	\$ (5,400)	-3.46%	
Total 2018 GO Impr Bond Expenditures		\$ 161,525	\$ 156,325	\$ 156,025	\$ 147,100	\$ 150,625	\$ (5,400)	-3.46%	
Total 2018 GO Impr bond Revs. Over/(Under) Expenditures:		\$ (16,594)	\$ (29,542)	\$ (34,709)	\$ (87,698)	\$ (34,009)	\$ 700	-2.02%	
350 2021 GO Improvement Bonds Fund									
Taxes									
350-00000-31000	Current Ad Valorem Taxes	91,839	91,583	92,000	46,360	95,000	\$ 3,000	3.26%	Per bond Document
Total Taxes		\$ 91,839	\$ 91,583	\$ 92,000	\$ 46,360	\$ 95,000	\$ 3,000	3.26%	
Intergovernmental									
350-00000-333402	Homesead Credit	107	-	-	-	-	\$ -	0.00%	
Total Intergovernmental		\$ 107	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Special Assessments									
350-00000-36100	Special Assessments	41,672	40,284	30,758	12,993	30,758	\$ -	0.00%	
Total Special Assessments		\$ 41,672	\$ 40,284	\$ 30,758	\$ 12,993	\$ 30,758	\$ -	0.00%	
Investment Earnings									
350-00000-36210	Interest Earnings	17,030	15,204	14,000	10,888	12,000	\$ (2,000)	-14.29%	Expect Interest rates to drop
Total Investment Earnings		\$ 17,030	\$ 15,204	\$ 14,000	\$ 10,888	\$ 12,000	\$ (2,000)	-14.29%	
Transfers In									
350-49360-39203	Interfund Operating Transfer	-	329,164	-	-	-	\$ -	0.00%	
Total Investment Earnings		\$ -	\$ 329,164	\$ -	\$ -	\$ -	\$ -	0.00%	
Debt Service									
350-0000039310	Proceeds-Gen Obligation Bond	-	-	-	-	-	\$ -	0.00%	
Total Investment Earnings		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Total 2021 GO Impr Bond Revenues:		\$ 150,647	\$ 476,236	\$ 136,758	\$ 70,241	\$ 137,758	\$ 1,000	0.73%	
2021 GO Impr Bond Expenditures									
Debt Service									
350-47000-601	Debt Service Bond Principal	135,305	125,000	130,000	130,000	130,000	\$ -	0.00%	
23040	Bond Interest	31,201	26,865	23,040	12,495	19,140	\$ (3,900)	-16.93%	
350-47000-3620	Fiscal Agent's Fees	475	475	475	475	475	\$ -	0.00%	
Total Capital Outlay		\$ 166,981	\$ 152,340	\$ 153,515	\$ 142,970	\$ 149,615	\$ (3,900)	-2.54%	
Total 2021 GO Impr Bond Expenditures		\$ 166,981	\$ 152,340	\$ 153,515	\$ 142,970	\$ 149,615	\$ (3,900)	-2.54%	
Total 2021 GO Impr bond Revs. Over/(Under) Expenditures:		\$ (16,334)	\$ 323,896	\$ (16,757)	\$ (72,729)	\$ (11,857)	\$ 4,900	-29.24%	