City Council Meeting

Monday, June 1, 2026 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 from the May 18, 2026 City Council MeetingA
- **3.2** Approve Liability Coverage Waiver Form – NOT WAIVING Monetary Limits on municipal tort liability established by MN STAT. 466.04
- **3.3** Approve Payment of Claims (Bills) and Transfer Requests as Presented.

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** Ordinance 2026-5 Credit River E-Bike Ordinance
- **7.2** Resolution 2026-17 Approving Cardinal Pass 2nd Addition Final Plat
- **7.3** Development Agreement for Cardinal Pass Second Addition

8 Staff and Council Member Reports

9 Adjourn

AGENDA ITEM NO. 3.1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 1, 2026

SUBMITTED BY: Lynda Jirak,Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Consent Agenda

SUBJECT: Minutes from the May 18, 2026 City Council MeetingA

SUGGESTED ACTION: Approve Minutes from the May 18, 2026 City Council Meeting

ATTACHMENTS:
5.18.2026 City Council Minutes.docx

City Council Meeting MINUTES

Monday, May 18, 2026

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

Absent: None

Also Present: City Administrator Steve Jelinski, City Attorney Peter Mikhail, Finance Director Sue Iverson, City Engineer Shane Nelson and City Clerk Lynda Jirak

The Mayor called the meeting to order at 6:06 pm.

Pledge of Allegiance

1. **Approve or Amend Agenda**

   City Administrator Jelinski requested removal of General Business item 7.1 Urban Expansion Reserve Ordinance Amendment from the Agenda. Councilmember Markert requested that Consent Agenda item 3.1 Minutes from the May 4, 2026, City Council Meeting, be moved to General Business item 7.5 for discussion. Councilmember Schommer requested Dust Coating to be added under Staff and Councilmember Reports.

   Motion to approve Agenda by Councilmember Schommer
   Second: Councilmember Zanto
   Motion passes 5-0

2. **Sheriff's Report**
   None.

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 from May 4, 2026, City Council Meeting~~
   3.2 4th Quarter Financial Reports – 2025 Unaudited Results
   3.3 1st Quarter Financial Reports
   3.4 Resolution 2026-16 Approving the City of Credit River Official Seal
   3.5 Award CSTS Mowing Contract
   3.6 Approve Payment of Claims (Bills) and Transfer Requests as Presented

   Motion to approve the Consent Agenda by Councilmember Markert
   Second: Councilmember Saterbak
   Motion passes 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.

None.

5. Presentation(s)

6. Public Hearing(s)

7. General Business

~~**7.1** Urban Expansion Reserve Ordinance Amendment~~

~~**A.** Ordinance 2026-03 Amending Section 20-3 of the City Ordinance Related to the UER~~

~~**B.** Resolution 2026-15 Summary Publication for Ordinance 2026-03~~

7.2 Accept Quotes and Award Contract to Warning Lites for Sign Installation Project

City Engineer Nelson reported that quotes were solicited for installation of Credit River signs at 11 locations along the City's municipal borders, as previously directed by the City Council. Nelson stated that the population figure of 5,493 was obtained from the most recent census update. Staff recommended accepting the bid from Warning Lites for installation of the signs and requested Council concurrence on the population number to be displayed on the signs.

Council discussion included whether the signs would be placed on county or municipal roads, whether the City population should be included on the signs, standardization of the signs in accordance with the Minnesota Department of Transportation Manual on Uniform Traffic Control Devices, whether the proposed sign locations matched the locations of the previous signs, removal of the proposed sign on 170th Street, and future sign replacement costs.

Following discussion, Council concurred with accepting the bid from Warning Lites for installation of signs on all roads entering Credit River, excluding 170th Street, with the revised lower cost reflecting removal of that sign location.

Motion to accept lower quote price and amend to exclude sign location #9 on 170th Street and award contract to Warning Lites for Sign Installation Project by Councilmember Saterbak
Second: Councilmember Schommer
Motion passes 5-0

7.3 Credit River Staff Apparel

City Administrator Jelinski presented research regarding City apparel, as previously requested by the City Council. Jelinski reported that Staff identified a local company able to provide a variety of apparel options with the ability for employees to visit the warehouse to view and try on clothing, access to a large catalog of apparel choices, and waiver of design and setup fees. Jelinski noted the benefits of employees wearing apparel displaying the Credit River logo. Staff requested Council approval for allocation of funds to provide branded apparel for employees.

City Attorney Mikhail advised Councilmember Schommer that he may be considered a part-time employee and should recuse himself from discussion of this item.

Following discussion, Council approved funding of $200 for full-time employees during their first year and $75 annually thereafter. Part-time employees would receive one-half of those amounts annually.

Motion to approve $200 for full-time employees ordering the City apparel the first time and $75 annually thereafter and half this amount for part-time employees by Councilmember Zanto
Second: Councilmember Saterbak
Motion passes 4-0; Councilmember Schommer not voting

7.4 Discussion of Signage for E-Bikes in Parks

Councilmember Schommer reported resident concerns regarding e-bikes operating in neighborhoods and parks and requests for additional signage. Council discussed potential signage prohibiting e-bikes and electric scooters at playgrounds and noted golf carts are addressed under the City's ATV and Special Vehicle Ordinance. City Attorney Mikhail advised e-bikes are regulated by state statute and that prohibiting e-bikes in parks would require adoption of a City ordinance.

Council discussed educating residents through the City website, email, and social media regarding applicable regulations. Discussion also included signage and maps identifying park access easements.

Council directed Staff to prepare a draft ordinance regarding e-bikes for future Council consideration.

7.5 Minutes from the May 4, 2026 City Council Meeting

Councilmember Markert noted one correction and two proposed changes to the Minutes from the May 4, 2026 City Council Meeting. Markert stated that item 7.3 should be corrected to read "Mining Ordinance Amendment" and presented proposed revisions to item 7.4 by reading a summary of his statements for inclusion in the minutes.

Mayor Kostik stated that, in his opinion, the proposed revisions were more detailed than the City's typical meeting minutes and noted that the minutes are intended to serve as a summary of the meeting proceedings. Councilmember Markert stated that he believed the minutes lacked context regarding his statements. Kostik reminded Council that the minutes are not intended to be verbatim transcripts. Councilmember Saterbak stated he will not support the proposed revisions.

Motion to accept correction and proposed changes addressed by Councilmember Markert to Minutes from the May 4, 2026 City Council Meeting by Councilmember Markert

Councilmember Zanto proposed a friendly amendment to revise the motion to include correction of the title for item 7.3 title and addition of one sentence to the final proposal under item 7.4.

Motion to amend previous motion to accept changes to the Minutes from the May 4, 2026 City Council Meeting to reflect the correction to the title on 7.3 and add the additional sentence to the last proposal within 7.4 by Councilmember Markert
Second: Councilmember Zanto
Motion passes 4-1; Councilmember Saterbak dissenting

Councilmember Schommer stated that the Council previously utilized detailed meeting minutes closely reflecting verbatim meeting discussions, but later transitioned to summary-style minutes following concerns regarding statements included in the record.

8 Staff and Council Member Reports

8.1 Update on Cardinal Pass Construction Traffic

City Engineer Nelson reported at a previous Council meeting, the developer for Cardinal Pass stated that construction traffic would utilize the field entrance from County Road 27. Nelson stated that, during a pre-construction meeting held on May 4, Scott County indicated the access would not be permitted without substantial improvements due to insufficient sight lines. As a result, the developer is no longer pursuing use of that access point. Nelson stated the developer had notified the HOA president and would provide a summary of measures to address neighborhood concerns. Nelson noted the final plat and development agreement would return to Council within two to four weeks.

Council discussion included possible developer agreement provisions related to road damage, escrow requirements, and roadway restoration following construction activity.

8.2 Update on County Ditch 4

City Administrator Jelinski reported the Scott County provided the engineering report on Ditch 4. Staff will review the report and apply for a new petition for Council to review and return to the Scott County Ditch Authority. Councilmembers asked to have the engineering report forwarded to them.

City Administrator reported that the City of Credit River did not get the requested bond funding this year from the legislation session.

Councilmember Schommer updated Council that dust coating will be taking place on May 21st. Roads are being prepared to accommodate the dust coating.

Mayor Kostik stated the Minnesota Valley Electrical will be burying utilities along Whitewood Avenue in June. He also reported concerns about individuals using the cul-de-sac near Markley Lake as a boat access point across private property, noting the City recently invested in drainage and riprap improvements in the area.

Councilmember Saterbak reported he attended the SCALE meeting and updated Council on items discussed such as surface and drinking water quality for Scott County.

9 Adjourn

Motion to Adjourn, by Councilmember Zanto
Second: Councilmember Schommer
Motion passes 5-0

Meeting adjourned at 6:55 pm.

Recorded by: **Approved by:**

_____ _____

Lynda Jirak, City Clerk Chris Kostik, Mayor

AGENDA ITEM NO. 3.2

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 1, 2026

SUBMITTED BY: Sue Iverson,Finance

ITEM TYPE: Agenda Report

AGENDA SECTION: Consent Agenda

SUBJECT: Approve Liability Coverage Waiver Form – NOT WAIVING Monetary Limits on municipal tort liability established by MN STAT. 466.04

BACKGROUND:

The City purchases liability coverage through the League of Minnesota Cities. All cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust (LMCIT) must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased.

The choices are:

1. To not waive the statutory tort limit
2. Waive the statutory tort limit and not purchase excess liability coverage, or
3. Waive the statutory tort limit and purchase excess liability coverage

The LMC NOTES:

LMCIT gives the city the option of waiving statutory liability limits. Liability coverage is more expensive if the city waives the limits; the cost difference is 3.5% of liability premium for members that choose to waive. Waiving the limits does not give the city better protection; the benefit is only to the party who is making a liability claim against the city.

The first option will limit an individual claimant to $500,000 and up to

$1,500,000 for a single occurrence. The second option will limit an individual claimant to $2,000,000 and up to $2,000,000 for a single occurrence. The third option would depend on the limit of the coverage beyond $2,000,000 if the city so chooses.

Staff recommends option 1) To not waive the statutory tort limit. The City has selected this option in prior years.

SUGGESTED ACTION:

Approve Liability Coverage Waiver Form - NOT WAIVING Monetary Limits on municipal tort liability established by MN STAT. 466.04 as presented in the packet 6-1-26

ALTERNATIVES:

1. Waive the statutory tort limit and not purchase excess liability coverage, or
2. Waive the statutory tort limit and purchase excess liability coverage

ATTACHMENTS:

Liability-Coverage-Waiver-Form.pdf

LEAGUE of MINNESOTA CITIES

League of Minnesota Cities Insurance Trust
Liability Coverage Waiver Form

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Use the submit button below, otherwise, print and email to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than $500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to $1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to $2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is $2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to $2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

Select one of the options below.

(●) The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04

( ) The member **WAIVES** monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT

LMCIT Member Name: City of Credit River

Date of member's governing body meeting: June 1, 2026

Name and title of person completing this form: Susan Iverson, Finance Director

Signature of person completing this form: _____

SUBMIT

AGENDA ITEM NO. 3.3

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 1, 2026
SUBMITTED BY:	Sue Iverson,Finance
ITEM TYPE:	Agenda Report
AGENDA SECTION:	Consent Agenda
SUBJECT:	Approve Payment of Claims (Bills) and Transfer Requests as Presented.
SUGGESTED ACTION:	Approve Claims for Payments and Transfer Requests - See Attached.

ATTACHMENTS:

Check Detail Register 06.01.26.pdf

transfer request to CA 06.01.26.pdf

CITY OF CREDIT RIVER

*Check Detail Register©

June 2026

Check #	Check Date	Vendor Name		Amount	Invoice	Comment
10100 Anchor Bank						
13129	06/01/26	**AMAZON CAPITAL SERVICES**				
G 100-20200		Accounts Payable		$19.87	1LDH-6GJM-	paper towels
G 100-20200		Accounts Payable		$70.08	1LDH-6GJM-	batteries
			Total	$89.95		
13130	06/01/26	**AMAZON CAPITAL SERVICES**				
G 401-20200		Accounts Payable		$294.65	1DFQ-FHQF-	FD office furniture
			Total	$294.65		
13131	06/01/26	**AMAZON CAPITAL SERVICES**				
G 401-20200		Accounts Payable		$154.99	1D43-M4FM-	CA office furniture
			Total	$154.99		
13132	06/01/26	**AMAZON CAPITAL SERVICES**				
G 100-20200		Accounts Payable		$37.98	11JX-1WC1-	phone case, cash box
G 100-20200		Accounts Payable		$15.63	11JX-1WC1-	post it notes
			Total	$53.61		
13133	06/01/26	**AMAZON CAPITAL SERVICES**				
G 100-20200		Accounts Payable		$32.74	1PH9-HW7G-	ethernet switch
			Total	$32.74		
13134	06/01/26	**APP Professional Plumbing**				
G 100-20200		Accounts Payable		$75.00	MIN26-00009	refund of permit fee paid under B26-00025
G 100-20200		Accounts Payable		$1.00	MIN26-00009	refund of permit fee paid under B26-00025
			Total	$76.00		
13135	06/01/26	**BANYON DATA SYSTEMS**				
G 100-20200		Accounts Payable		$1,060.00	00167795	UB direct pay support and UB support
			Total	$1,060.00		
13136	06/01/26	**DAKOTA ELECTRIC ASSOCIATION**				
G 100-20200		Accounts Payable		$91.44	2026-05/13/2	street lights on Natchez Ave
			Total	$91.44		
13137	06/01/26	**ECM PUBLISHERS INC**				
G 100-20200		Accounts Payable		$103.25	1099332	Res No 2026-14 (city zoning ordinance)
			Total	$103.25		
13138	06/01/26	**HAKANSON ANDERSON ASSOC INC**				
G 800-20200		Accounts Payable		$234.50	57097	The Ranch- 2nd addition
G 800-20200		Accounts Payable		$929.50	57098	Holman addition
G 800-20200		Accounts Payable		$2,997.00	57099	Cardinal Pass
G 800-20200		Accounts Payable		$824.00	57100	Yellowstone 3rd addtion
G 800-20200		Accounts Payable		$300.00	57101	PLA mining permit
G 800-20200		Accounts Payable		$3,802.50	57102	Yellowstone 5th addition
G 100-20200		Accounts Payable		$444.00	57103	misc site reviews
G 100-20200		Accounts Payable		$68.50	57104	County Rd 27 turn lanes
G 401-20200		Accounts Payable		$1,072.50	57105	microsurfacing project
G 100-20200		Accounts Payable		$150.00	57106	Judicial Rd rehabilitation

CITY OF CREDIT RIVER

*Check Detail Register©

June 2026

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
G 401-20200		Accounts Payable	$401.25	57107	general water resources
G 100-20200		Accounts Payable	$8,210.50	57108	general engineering
G 100-20200		Accounts Payable	$805.00	57109	building permit review
G 100-20200		Accounts Payable	$1,083.50	57110	general road projects
G 100-20200		Accounts Payable	$280.00	57111	utility permit reviews
G 100-20200		Accounts Payable	$10.00	57112	general city locate- 9427 Elm Ct
G 602-20200		Accounts Payable	$25.00	57112	Territory locate- 21209 Whisperer Way
G 601-20200		Accounts Payable	$75.00	57112	MH locates- 21212 & 21275 Ridgewood Trl & 21230 Monterey Trl
G 604-20200		Accounts Payable	$25.00	57112	SP locate- 9345 Amber Dr
G 601-20200		Accounts Payable	$352.25	57112	MH- field locate 21115 Ridgewood Trl
G 603-20200		Accounts Payable	$25.00	57112	Stonebridge locate- 21917 Carrbridge Ct
G 701-20200		Accounts Payable	$280.00	57113	erosion & sediment control review & inspection
G 401-20200		Accounts Payable	$2,460.00	57157	Lynn Drive culvert
		Total	$24,855.00		
13139	06/01/26	**KRAEMER MINING& MATERIALS INC**			
G 100-20200		Accounts Payable	$1,483.72	329160	rock for gravel roads
		Total	$1,483.72		
13140	06/01/26	**MSA**			
G 100-20200		Accounts Payable	$780.00	028777	planning commission meeting attendance
G 100-20200		Accounts Payable	$1,320.00	028777	correspondence
G 100-20200		Accounts Payable	$600.00	028777	pre-application questions
G 100-20200		Accounts Payable	$5,580.00	028777	building permit reviews
G 800-20200		Accounts Payable	$240.00	028777	Cardinal Pass
G 100-20200		Accounts Payable	$2,082.63	028777	city council meeting attendance
G 100-20200		Accounts Payable	$1,515.00	028777	zoning administration
		Total	$12,117.63		
13141	06/01/26	**Murza Construction**			
G 100-20200		Accounts Payable	$105.00	MIN26-00008	Refund- permit paid for twice
G 100-20200		Accounts Payable	$1.00	MIN26-00008	Refund- permit paid for twice
		Total	$106.00		
13142	06/01/26	**NATURAL SYSTEMS UTILITIES MN**			
G 601-20200		Accounts Payable	$63.61	INV-0001189	MH general repairs and maintenance
G 601-20200		Accounts Payable	$54.98	INV-0001189	MH vericomm fee
G 601-20200		Accounts Payable	$1,658.05	INV-0001189	MH monitoring
G 604-20200		Accounts Payable	$1,463.65	INV-0001189	SP monitoring
G 604-20200		Accounts Payable	$36.67	INV-0001189	SP vericomm fee
G 603-20200		Accounts Payable	$1,441.15	INV-0001189	Stonebridge monitoring
G 603-20200		Accounts Payable	$58.66	INV-0001189	Stonebridge vericomm fees
G 602-20200		Accounts Payable	$1,088.79	INV-0001189	general repairs and maintence
G 602-20200		Accounts Payable	$6,381.40	INV-0001189	Territory monitoring
G 602-20200		Accounts Payable	$216.29	INV-0001189	Territroy vericomm fee
		Total	$12,463.25		
13143	06/01/26	**WESTconsin CREDIT UNION**			
G 100-20200		Accounts Payable	$100.00	stevehsa5/22/	Payroll 11- 5/22/26 employee contribution

CITY OF CREDIT RIVER

*Check Detail Register©

June 2026

Check #	Check Date	Vendor Name		Amount	Invoice	Comment
			Total	$100.00		
13144	06/01/26	**WHITE TRASH INC**				
G 100-20200		Accounts Payable		$399.38	927237	junk removsal at city hall
G 100-20200		Accounts Payable		$79.88	927238	junk removal from ditch at 18210 Murphy Lake Blvd
G 100-20200		Accounts Payable		$159.75	927240	junk removal from ditch at 167 & Sunset
			Total	$639.01		
			10100	$53,721.24		

Fund Summary

10100 Anchor Bank	
100 GENERAL FUND	$26,764.85
401 CAPITAL IMPROVEMENTS FUND	$4,383.39
601 MONTEREY HEIGHTS SSD	$2,203.89
602 TERRITORY SSD	$7,711.48
603 STONEBRIDGE SSD	$1,524.81
604 SOUTH PASSAGE SSD	$1,525.32
701 NPDES ESCROW	$280.00
800 DEVELOPER ESCROW ACCOUNT	$9,327.50
	$53,721.24

I approve the above Claims for payment

Susan Iverson _____ Date: _____

Transfer Request for June 1, 2026

Beginning Bank Balance - May 28, 2026	$	259,067.81
Outstanding Checks		($27,632.77)
Outstanding Deposit		
Outstanding CC Payment		
Payroll and Benefits Outstanding		
Claims - 06/01/26	$	(53,721.24)
Net Balance	$	177,713.80
Transfer from Savings to Checking	**$**	**25,000.00**
Checking Balance		202,713.80

We approve the above transfer from Savings to Checking:

Chris Kostik

Bill Markert

Jay Saterbak

Leroy Schommer

Abe Zanto

AGENDA ITEM NO. 7.1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 1, 2026

SUBMITTED BY: City Admin,Administrator

ITEM TYPE: Agenda Report

AGENDA SECTION: General Business

SUBJECT: Ordinance 2026-5 Credit River E-Bike Ordinance

BACKGROUND: Per Council request, this Ordinance has been drafted for a discussion on e-bikes, scooters, etc. Please review and if there are any changes, additions, subtractions, etc. we can make those and bring back a final draft for approval at the next Council meeting.

SUGGESTED ACTION: Discussion Only

ATTACHMENTS:

Ordinance 2026-5 Credit River E Bike Ordinance DRAFT.docx

CITY OF CREDIT RIVER

SCOTT COUNTY, MINNESOTA

ORDINANCE NO. 2026-5

AN ORDINANCE REGULATING THE USE AND OPERATION OF ELECTRIC-ASSISTED BICYCLES WITHIN THE CITY OF CREDIT RIVER, MINNESOTA

The City Council of Credit River, Minnesota ordains:

Section 1. Purpose and Intent.

The purpose of this chapter is to establish reasonable regulations for the safe and responsible use of electric-assisted bicycles on public and private property in the City.

Section 2. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

ELECTRIC-ASSISTED BICYCLE. Electric-assisted bicycles, which are commonly referred to as e-bikes, shall have that meaning as defined in Minn. Stat. § 169.011, Subd. 27, as may be amended from time to time.

MOTORIZED BICYCLE. Motorized bicycle shall have that meaning as defined in Minn. Stat. § 169.011, Subd. 45, as may be amended from time to time.

MOTORIZED FOOT SCOOTER. Motorized foot scooter shall have that meaning as defined in Minn. Stat. § 169.011, Subd. 46, as may be amended from time to time.

Section 3. Operating Rules and Prohibitions.

All electric-assisted bicycles, motorized bicycles, and motorized foot scooters, and the operation of such devices within the City, shall comply with Minnesota State Statutes, including but not limited to those requirements established in Minn. Stat. §§ 169.222-225, as may be amended from time to time, and with the following additional requirements:

(A) Helmets Required for Minors. Any person under the age of 18 riding on an electric-assisted bicycle, motorized bicycle, or motorized foot scooter in the city shall wear a helmet or

other protective headgear approved for bicycle riding by the United States Department of Transportation or the United States Consumer Product Safety Commission (CPSC).

(B) Sidewalks. No person shall operate an electric-assisted bicycle, motorized bicycle, or motorized foot scooter on public sidewalks except when necessary to enter or leave adjacent property.

(C) Parks and Trails. The City Council finds that it is inconsistent with the safety and general welfare of park and trail users to operate an electric-assisted bicycle with its motor engaged, motorized bicycle, or motorized foot scooter within City parks and on City trails. No person shall operate an electric-assisted bicycle with its motor engaged, motorized bicycle, or motorized foot scooter within City parks or on trails within the City.

(D) Passengers Prohibited. (1) No person shall operate an electric-assisted bicycle while carrying more than the number of riders for which the electric-assisted bicycle is designed or for which it is equipped to be operated safely, except that an adult electric-assisted bicycle operator may carry a child in a trailer or seat designed for carrying children that is securely attached to a bicycle.

(2) No person shall operate a motorized bicycle or motorized foot scooter while carrying any person other than the operator, except as allowed under Minn. Stat. § 169.223, Subd. 2, as may be amended from time to time.

(E) Safe Operation Required. No person shall operate an electric-assisted bicycle, motorized bicycle, or motorized foot scooter:

(1) In a careless, reckless or negligent manner so as to endanger or cause injury or damage to the person or property of another;

(2) At a speed greater than reasonable and safe under all the surrounding circumstances; or

(3) On any privately owned property without the owner's express permission.

Section 4. Penalty.

Any person violating any provision of this chapter shall be guilty of a misdemeanor and upon conviction may be punished to the maximum extent allowed by law.

Section 5. Effective Date.

This ordinance becomes effective from and after its passage and publication according to law.

Adopted by the City Council of the City of Credit River this _____ day of _____, 2026.

_____
Chris Kostik, Mayor

ATTEST:

_____
Lynda Jirak, City Clerk

DRAFT

AGENDA ITEM NO. 7.2

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 1, 2026

SUBMITTED BY: Claire Stickler,Planning

ITEM TYPE: Resolution

AGENDA SECTION: General Business

SUBJECT: Resolution 2026-17 Approving Cardinal Pass 2nd Addition Final Plat

BACKGROUND:

The City received an application from Haven Development Company for a Preliminary Plat to construct 12 new home sites within the Cardinal Pass subdivision. The site is on the west side of Texas Ave (CSAH 27), and north of the Century Hills Development. There are public infrastructure improvements proposed as part of this request.

The proposed home sites would be accessible from the southern abutting Century Hills development. Two streets are proposed: Bonita Way (an extension of Century Lane from Century Hills) and Cardinal Pass, which ends in a cul-de-sac on the eastern end and a temporary dead end on the western end for intended future development. The proposed streets do not have direct access to CSAH 27 (Texas Ave) to the east; rather, they connect to Century Lane and Kane Ave, which feed into CSAH 8 (217th St E) to the south. This is in accordance with what was approved with the preliminary plat.

SUGGESTED ACTION: The City Council is requested to review and make a motion to approve with conditions or deny the Final Plat for Cardinal Pass 2nd Addition. The resolution to approve to Final Plat is included in the packet.

ATTACHMENTS:

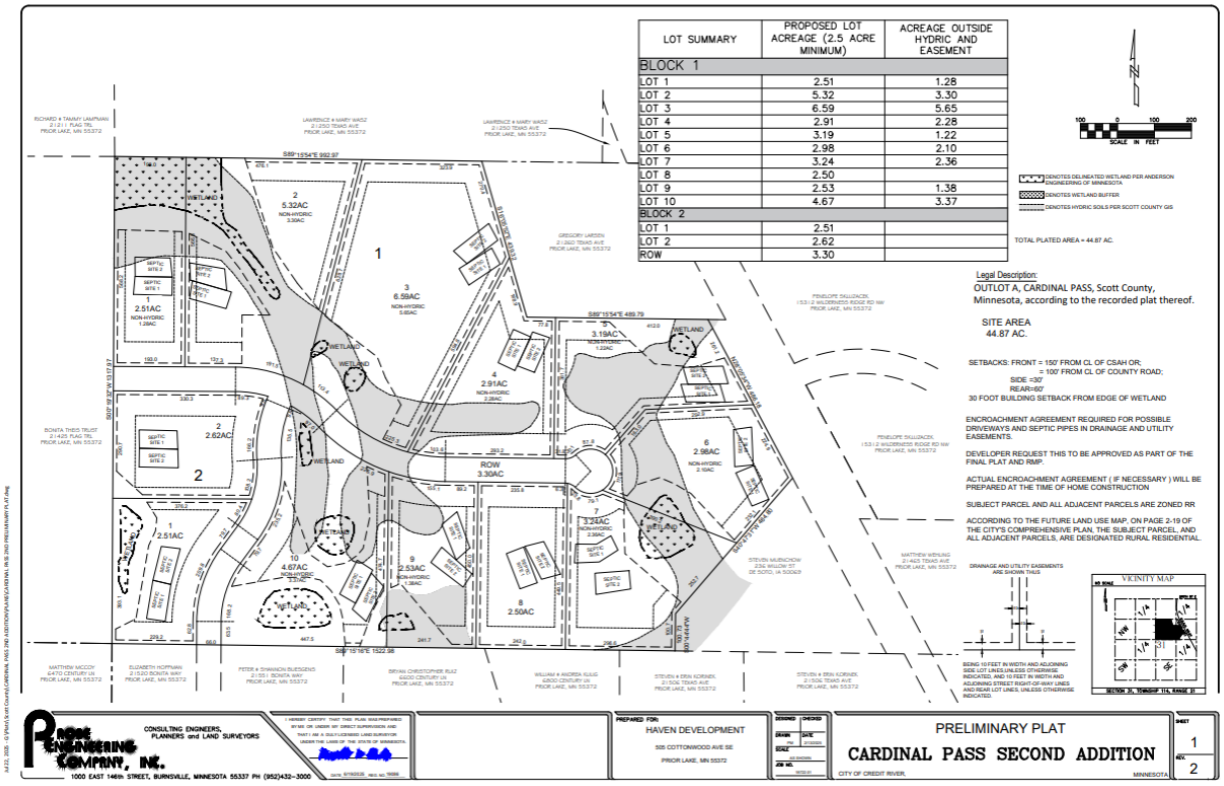
Cardinal Pass 2nd Addition Final Plat Staff Report CC.docx
CT228 Cardinal Pass Second Addition Final Plat Review.pdf
CARDINAL PASS 2ND FINAL PLAT SET.pdf
CARDINAL PASS 2ND CIVIL SET REV 5.pdf
Resolution 2026-17 Cardinal Pass Final Plat.docx

STAFF REPORT

To: Credit River City Council
CC: Steve Jelinski, City Administrator
Shane Nelson, City Engineer
From: MSA Professional Services, Consulting City Planner
Date: May 28, 2026

Description of Request

The City received an application from Haven Development Company for a Preliminary Plat to construct 12 new home sites within the Cardinal Pass subdivision. The site is on the west side of Texas Ave (CSAH 27), and north of the Century Hills Development. There are public infrastructure improvements proposed as part of this request.



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 proposed home sites would be accessible from the southern abutting Century Hills development. Two streets are proposed: Bonita Way (an extension of Century Lane from Century Hills) and Cardinal Pass, which ends in a cul-de-sac on the eastern end and a temporary dead end on the western end for intended future development. The proposed streets do not have direct access to CSAH 27 (Texas Ave) to the east; rather, they connect to Century Lane and Kane Ave, which feed into CSAH 8 (217th St E) to the south. This is in accordance with what was approved with the preliminary plat.

Parks, Trails and Open Space

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

Engineering

The attached engineering memo recommends approval of the Final Plat subject to the applicant entering into a development agreement with all required counterparts.

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 Cardinal Pass 2nd 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 5/28/2026
2. Final Plat
3. City Engineering Memorandum dated 5/28/2026
4. Civil Plan Set
5. Resolution 2026-17 for Final Plat Approval

FINAL PLAT REVIEW
for
City of Credit River
by
Hakanson Anderson

Submitted to:	**City of Credit River**
cc:	**Steven Devine-Jelinski, City Administrator** **Claire Stickler, City Planner** **Peter Mikhail, City Attorney** **Garry Tupy, Applicant** **Chris Ockwig, Probe Engineering Company, Inc.**
Reviewed by:	**Shane Nelson, City Engineer**
Date:	**May 28, 2026**
Proposed Project:	**Cardinal Pass Second Addition**
Street Location:	**Bonita Way**
Owners of Record:	**Haven Development LLC**
Jurisdictional Agencies: (but not limited to)	**City of Credit River, Scott County, Scott WMO**
Permits Required: (but not limited to)	**City Approval, Scott County Approval, NPDES Construction Permit**

INFORMATION AVAILABLE

Cardinal Pass Second Addition Plan Set, dated May 27, 2026, prepared by Probe Engineering Company, Inc.

Cardinal Pass Second Addition Preliminary Plat, dated June 19, 2025, prepared by Probe Engineering Company, Inc.

Cardinal Pass Second Addition Final Plat, received April 2, 2026, prepared by Probe Engineering Company, Inc.

Cardinal Pass Second Addition Geotechnical Evaluation, dated September 15, 2025, prepared by Chosen Valley Testing

Cardinal Pass 2nd Addition Stormwater Management Plan, dated May 5, 2026, prepared by Stonebrooke Engineering, Inc

Wetland Investigation Cardinal Pass 21480 Texas Avenue, dated May 20, 2025, prepared by Anderson Engineering

Specifications and Contract Documents for Storm Sewer, Street Construction and Site Grading at Cardinal Pass Second Addition

SITE ACCESS / VEHICULAR TRAFFIC

1. This project proposes receiving access from the existing street network that was constructed with the Century Hills development. Specifically, the site is proposed to gain access via Bonita Way from Century Lane and Kane Avenue which connect to CSAH 8.

2. Cardinal Pass is proposed to extend west to east across the plat, with the west end terminating in a temporary cul-de-sac (to be extended in the future) and the east end terminating in a permanent cul-de-sac. The 450' approximate length of the west end cul-de-sac is acceptable given its temporary nature.

WETLANDS

1. A Wetland Delineation Report was submitted, and a Notice of Decision was issued on 7/24/2025. The delineation is valid for 5 years.

2. It will be necessary to establish wetland buffers with native grasses. A wetland buffer establishment plan that has been submitted and found to be acceptable.

STORMWATER

1. The Applicant is proposing to manage stormwater with constructed Filtration Basins. All outstanding comments have been addressed by the applicant.

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. Septic sites are subject to review and approval 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 ITEMS

1. The Applicant shall comply with all requirements from Scott County Highway Department, which includes relocating the driveway from the original homestead.

SUMMARY AND/OR RECOMMENDATION

We recommend approval of the Final Plat subject to the Applicant entering into a Development Agreement with all required counterparts.

CARDINAL PASS 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, CARDINAL PASS, Scott County, Minnesota, according to the recorded plat thereof.

Has caused the same to be surveyed and platted and known as CARDINAL PASS SECOND ADDITION and does hereby donate and dedicate to the public, for public use forever, the public ways and also 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 CARDINAL PASS 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

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

CARDINAL PASS SECOND ADDITION

NORTHWEST CORNER OF THE NORTHEAST QUARTER
OF SEC. 31, TWP. 114, RGE 21, SCOTT COUNTY (3/4" IRON)

S0°19'32"W 1317.97

WEST LINE OF THE NORTHEAST QUARTER
OF SEC. 31, TWP. 114, RGE 21, SCOTT COUNTY

S00°19'32"W 1317.97

S89°15'54"E 799.97

476.11 323.86

193.00 119.76

DRAINAGE AND WETLAND

173.64 172.26

N44°49'51"W 191.59

S89°40'28"E 193.00

S44°16'06"E 13.79

S14°35'50"W 629.68

270.38

S16°05'52"E 439.32

S89°40'28"E 193.00

S0°19'32"W 566.78

568.16

N37°40'13"W 238.65

S39°08'16"E 248.97

1 2 1 3

C A R D I N A L P A S S

N89°40'28"W 75.82

N51°04'01"W 265.66

N27°39'00"E 594.84

168.94

S89°15'54"E 489.79

77.78

412.01 WETLAND AND DRAINAGE 187.67

114.85

N17°43'25"W 75.00

UTILITY EASEMENT

110.86 N85°36'31"W

96.16 S74°01'21"W 261.25

N29°05'34"W 486.18

193.00 137.29

Δ=28°38'29" 191.46

145.83 S0°19'32"W

Δ=2°27'04" 16.61

173.82

WETLAND

WETLAND

Δ=16°58'17" 113.45

CARDINAL

N89°40'28"W 330.29

Δ=45°36'46" R=350.00 278.63

Δ=22°06'51" 135.09

EASEMENT

S0°44'44"W 381.66

4 5

330.29

Δ=16°08'20" 89.29

Δ=26°35'46" 166.18

S22°26'24"W 44.88

Δ=23°29'55" 143.54

9.56

96.96

Δ=30°57'34" 325.32

N27°38'00"E 14.26

Δ=10°21'27" 75.38

Δ=14°14'00" 103.59

293.21

S87°26'02"W 292.87

Δ=43°06'49" R=40.00 30.10

31.77

Δ=83°51'08" 87.81

290.71

2 2

WETLAND

Δ=26°35'46" 166.18

Δ=23°12'53" 108.18

Δ=26°35'46" 135.54

9.56

96.96

131.23°

Δ=45°11'34" R=450.00 354.94

Δ=26°47'34" 225.86

PASS

N89°15'16"W 393.32

33

Δ=266°13'34" 58.00

S25°57'35"E 60.00

S41°29'04"W 153.00

111.91

Δ=106°52'12"

224.69

N79°56'06"W 80.55

DRAINAGE

S37°44'48"W 89.37

N48°29'34"W 216.40

300.91

232.12

N68°30'56"W 390.21

WETLAND AND UTILITY EASEMENT

S37°44'48"W 25.22

S6°42'06"E 86.43

S32°44'48"E 72.67

S53°16'31"E 148.59

S40°47'31"W 484.80

252.68

N89°40'28"W 376.24

155.11

Δ=18°24'00" 89.21

235.77

79.07

Δ=75°30'18"

Δ=8°58'02" 6.26

Δ=34°08'47" R=40.00 23.84

S36°18'57"W 79.67

Δ=17°15'21" 80.41

Δ=40°28'14" 235.71

Δ=40°28'14" R=300.00 211.90

WAY

WETLAND

WETLAND

O U T L O T A

N0°44'44"E 474.69

N0°44'44"E 450.00

N0°44'44"E 449.51

76.91

N89°40'28"E 86.18

N64°46'46"W 86.18

287.18

393.10

WETLAND AND UTILITY EASEMENT

N1°53'21"E 235.48

1 9 8

N21°16'25"W 57.50

N64°46'46"W 46.80

S83°55'18"W 48.08

S18°17'07"W 76.26

S61°46'07"W 33.37

10

Δ=36°05'58" 209.81

S36°18'57"W 79.67

79.67

Δ=36°05'58" 168.22

Δ=36°05'58" R=300.00 188.92

BONITA

S81°29'36"W 42.45

S89°06'04"W 91.38

N71°16'58"W 30.23

DRAINAGE AND

S10°47'49"W 58.03

N48°07'32"W 50.74

N31°08'57"W 44.42

WETLAND

S76°07'59"W 31.17

S76°07'59"W 56.90

S89°15'16"E 186.61

DRAINAGE AND WETLAND

7

58.90 S89°40'28"E

S09°12'53"W 63.15

N19°00'35"W 53.17

S22°55'57"W 117.00

110.64

125.00

200 200

75

F I R S T A D D I T I O N

N0°44'44"E 449.51

49.86

229.17 62.85 33.00 33.00 63.46 65.70

S87°38'13"W 82.18

UTILITY EASEMENT

447.54

UTILITY 72.07

WETLAND

EASEMENT 241.67

242.00

296.60

100.73 S00°44'44"W

335.28

S89°15'16"E 1522.98

C E N T U R Y H I L L S

BONITA WAY

66

COUNTY ROAD NO. 27 (TEXAS AVENUE)

S U N D A N C E T R A I L

S O U T H A D D I T I O N

75 33 66

100 0 100 200

SCALE IN FEET

THE WEST LINE OF THE NE 1/4 OF SECTION 31 HAS AN ASSUMED BEARING OF SOUTH 00°19'32" WEST

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" IRON MONUMENT FOUND, UNLESS OTHERWISE SHOWN.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS

10 10 10 10

BEING 10 FEET IN WIDTH AND ADJOINING SIDE LOT LINES,UNLESS OTHERWISE INDICATED, AND 10 FEET IN WIDTH AND ADJOINING STREET RIGHT-OF-WAY LINES AND REAR LOT LINES, UNLESS OTHERWISE INDICATED.

VICINITY MAP

NO SCALE

210TH ST E

1/4 1/4 1/4 1/4 1/4

NW SW SE

31

SECTION 31, TOWNSHIP 114, RANGE 21

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

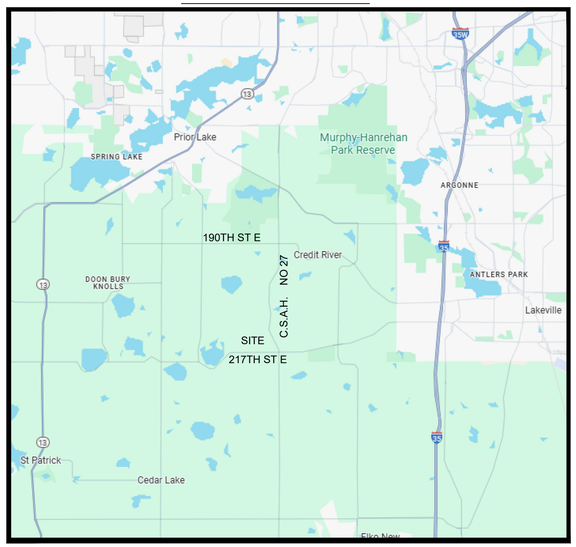
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SCALE IN FEET

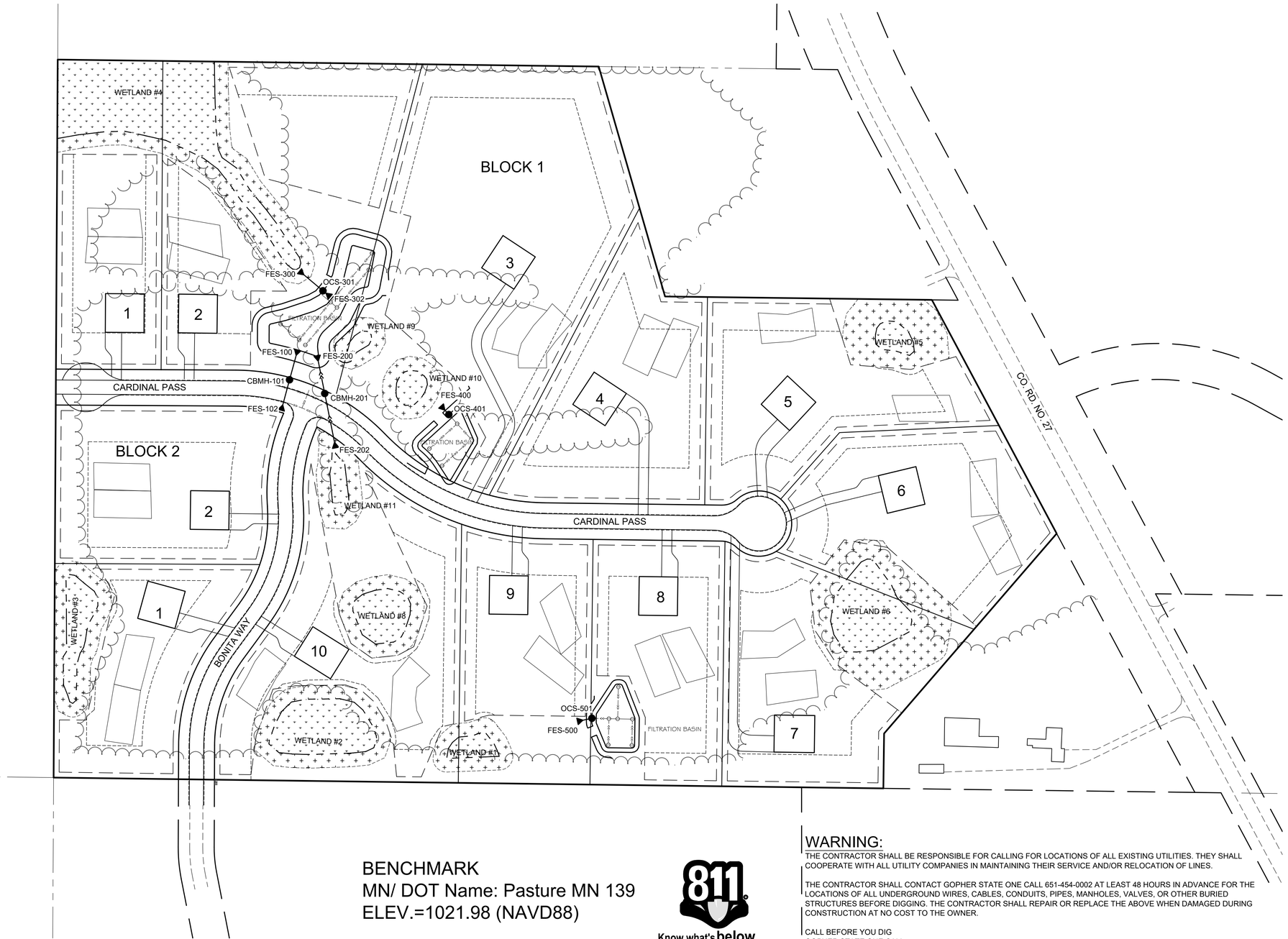
PLAN SHEET INDEX		
COVER SHEET	1.0	
GRADING PLAN	2.0-2.3	
STORM SEWER	3.0-3.1	
STREET PLANS	4.0-4.1	
WETLAND BUFFER ESTABLISHMENT PLAN	5.0-5.2	
EROSION CONTROL & SEEDING PLAN	6.0-6.2	
DETAILS	7.0-7.1	
EXISTING CONDITIONS	8.0	
SWPPP	9.0	

PRIVATE UTILITY LAYOUT TBD BY PRIVATE UTILITY COMPANIES

NO.	DATE	REVISION	SHEETS
1	6/19/2025	PER CITY COMMENTS & REVISED LAYOUT	1.0, 2.0, 3.0, 4.0, 4.1, 5.0
2	7/22/2025	PER CITY COMMENTS	1.0, 2.0, 5.0 & 7.0
3	4/1/2026	PER CITY ENGINEERING COMMENTS	ALL SHEETS
4	5/7/2026	PER CITY ENGINEERING COMMENTS	ALL SHEETS
5	5/26/2026	PER CITY ENGINEERING COMMENTS	ALL SHEETS

VICINITY MAP





BENCHMARK
MN/ DOT Name: Pasture MN 139
ELEV.=1021.98 (NAVD88)

811 Know what's **below.** **Call** before you dig.

WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES, OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
TWIN CITIES AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

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 ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAFT
DATE_____ REG. NO._____

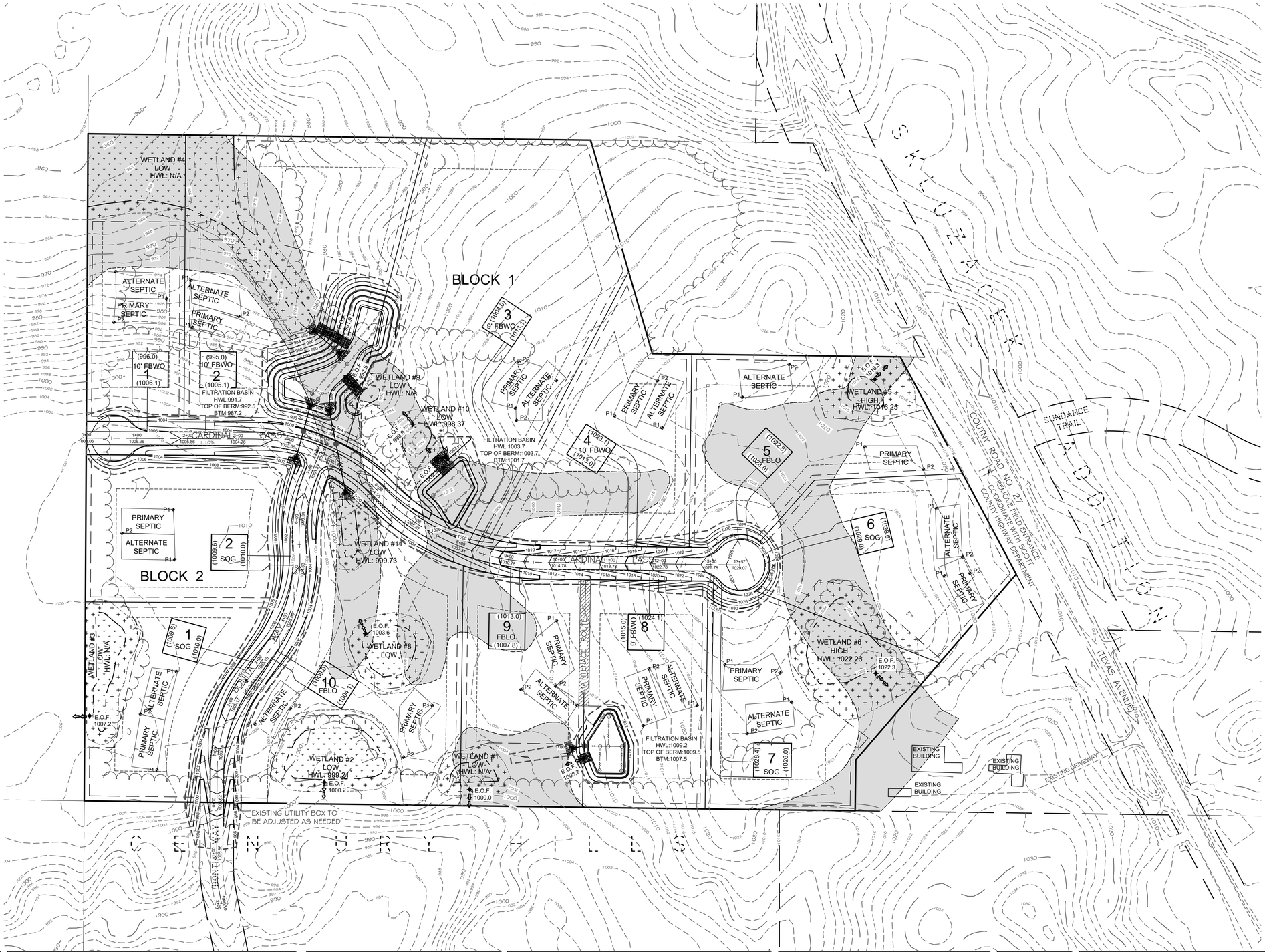
PREPARED FOR:
HAVEN DEVELOPMENT
505 COTTONWOOD AVE SE
PRIOR LAKE, MN 55372

DESIGNED	CHECKED
DRAWN PM	DATE 2/7/2025
SCALE	AS SHOWN
JOB NO.	18722.01

COVER SHEET
CARDINAL PASS SECOND ADDITION
CITY OF CREDIT RIVER, MINNESOTA

SHEET 1.0
REV. 5

May 26, 2026 - G:\Plats\Scott County\CARDINAL PASS 2ND ADDITION\PLANS\CARDINAL PASS 2ND COVER SHEET.dwg



N

100 0 100 200

SCALE IN FEET

LEGEND

- 100 DENOTES EXISTING INDEX CONTOUR
- 99 DENOTES EXISTING INTERMEDIATE CONTOUR
- 100 DENOTES PROPOSED INDEX CONTOUR
- 99 DENOTES PROPOSED INTERMEDIATE CONTOUR
- DENOTES EXISTING TREELINE
- DENOTES BUILDING SETBACK LINE
- DENOTES EASEMENT LINE
- DENOTES GRADING LIMITS / CLEARING LIMITS
- DENOTES STORM SEWER PIPE
- DENOTES DRAINTILE PIPE
- DENOTES PROPOSED FES
- DENOTES PROPOSED CLEANOUT
- DENOTES DELINEATED WETLAND PER ANDERSON ENGINEERING OF MINNESOTA
- DENOTES WETLAND BUFFER
- DENOTES HYDRIC SOILS PER SCOTT COUNTY GIS

FREEBOARD REQUIREMENTS

LOWEST ALLOWABLE FLOOR = 1FT ABOVE 100YR HWL OF ADJACENT POND

LOWEST ALLOWABLE OPENING = 1FT ABOVE APPLICABLE EMERGENCY OVERFLOW

PROPOSED GROUND ELEVATION — 100.0

HOUSE TYPE — FBWO

FBWO - FULL BASEMENT WALKOUT
FBLO - FULL BASEMENT LOOKOUT
FB - FULL BASEMENT

GARAGE FLOOR ELEVATION — 100.4

NOTES:

- BUILDING PADS SHOWN ARE POSSIBLE LOCATIONS. ACTUAL LOCATIONS WILL BE DETERMINED WHEN A CERTIFICATE OF SURVEY IS PERFORMED.

SETBACKS: FRONT = 150' FROM CL OF CSAH OR;
= 100' FROM CL OF COUNTY ROAD;
SIDE =30'
REAR=60'
ALL STRUCTURES SHALL HAVE A 35' SETBACK FROM THE DELINEATED EDGE OF A 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

1. POSITIVE DRAINAGE AT 2% OR GREATER SHALL BE CONSTRUCTED AROUND ALL PROPOSED BUILDINGS. SWALES SHALL BE CONSTRUCTED AT A MINIMUM OF 2% GRADE.
2. CONTRACTOR SHALL KEEP ADJACENT STREETS FREE OF DEBRIS AND PREVENT OFFSITE TRACKING OF DEBRIS IN ACCORDANCE WITH THE CITY OF CREDIT RIVER. ROCK CONSTRUCTION ENTRANCES SHALL BE INSTALLED AND MAINTAINED AT EACH CONSTRUCTION ENTRANCE.
3. CONTRACTOR SHALL NOTIFY GOPHER STATE ONE CALL AT 800-252-1166, 48 HOURS PRIOR TO ANY EXCAVATION.
4. STOCKPILES SHALL BE PROTECTED WITH PERIMETER CONTROL BMPS (SILT FENCE OR EQUIVALENT).
5. CONTRACTOR SHALL OBTAIN ANY PERMITS NECESSARY FOR THE WORK.
6. CONTRACTOR SHALL ENSURE ALL CONSTRUCTION ACTIVITIES COMPLY WITH THE NPDES PERMIT, IF TRIGGERED. INCLUDING BUT NOT LIMITED TO DEWATERING OPERATIONS.
7. EROSION CONTROL DEVICE LOCATIONS AND TIMING SUBJECT TO CONSTRUCTION PHASING BY EACH LOT. EROSION CONTROL BMPS WILL BE AS SHOWN ON EACH CERTIFICATE OF SURVEY AS HOMES ARE BUILT.
8. DOWN GRADIENT BMPS SHALL BE INSTALLED PRIOR TO ANY EARTHWORK ACTIVITIES.
9. INSTALLATION SCHEDULE SHALL COMPLY WITH THE NPDES PERMIT SECTION 8.1 - EROSION PREVENTION PRACTICES AND 9.1 SEDIMENT CONTROL PRACTICES.
10. SLOPES GREATER THAN OR EQUAL TO 3:1 SHALL HAVE APPROVED EROSION CONTROL BEST MANAGEMENT PRACTICES INSTALLED IMMEDIATELY AFTER FINISHED GRADE.

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 ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DRAFT

DATE_____ REG. NO._____

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

DESIGNED	CHECKED
DRAWN	DATE
PM	2/13/2025
SCALE	AS SHOWN
JOB NO.	18722.01

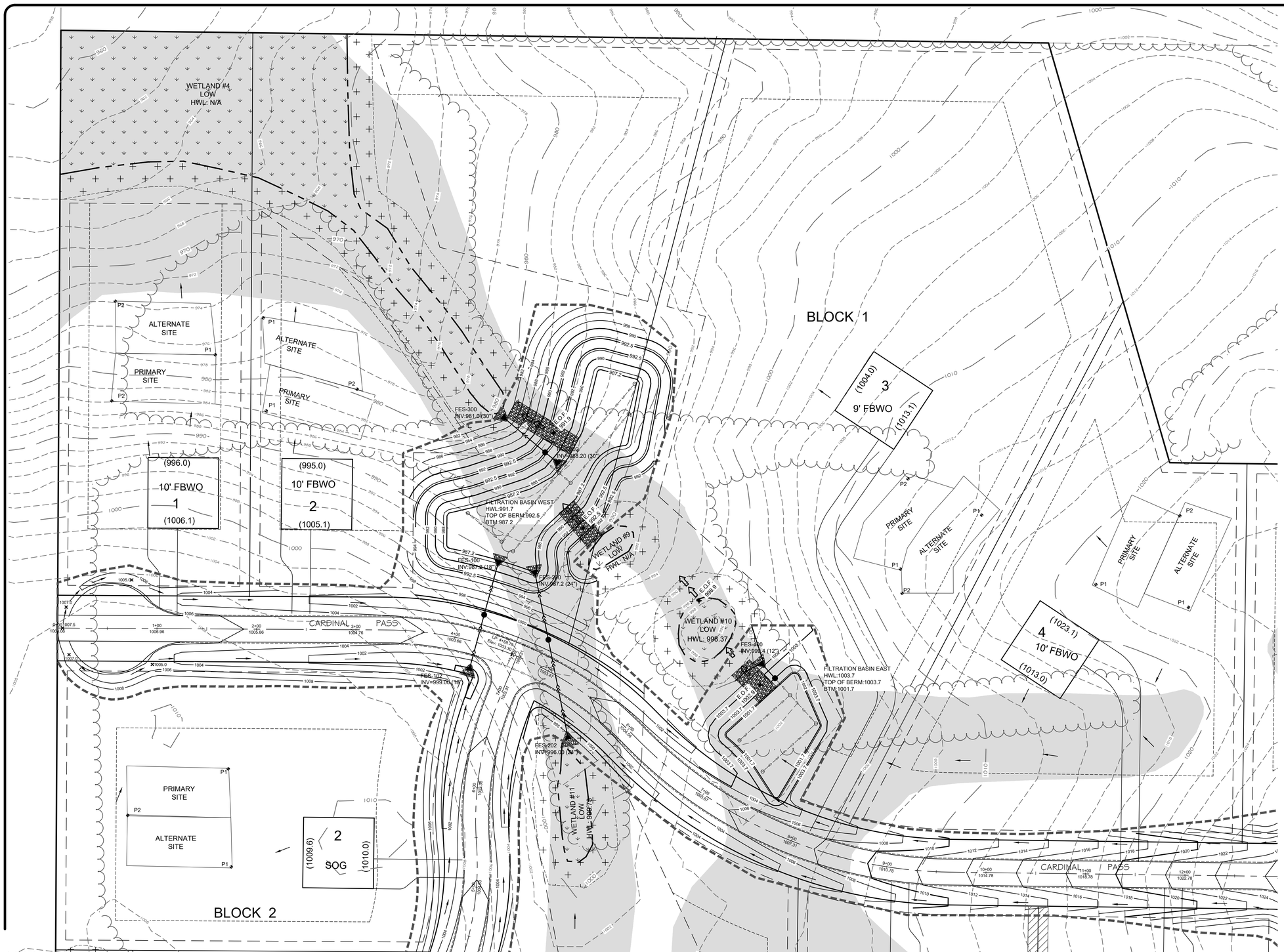
GRADING PLAN

CARDINAL PASS SECOND ADDITION

CITY OF CREDIT RIVER, MINNESOTA

SHEET 2.0 REV. 5

May 26, 2026 - G:\Plats\Scott County\CARDINAL PASS 2ND ADDITION\PLANS\CARDINAL PASS 2ND GRADING PLAN.dwg



50 0 50 100

SCALE IN FEET

LEGEND

- 100—DENOTES EXISTING INDEX CONTOUR
- 99—DENOTES EXISTING INTERMEDIATE CONTOUR
- 100—DENOTES PROPOSED INDEX CONTOUR
- 98—DENOTES PROPOSED INTERMEDIATE CONTOUR
- DENOTES EXISTING TREELINE
- DENOTES BUILDING SETBACK LINE
- DENOTES EASEMENT LINE
- DENOTES GRADING LIMITS / CLEARING LIMITS
- DENOTES STORM SEWER PIPE
- DENOTES DRAINTILE PIPE
- DENOTES PROPOSED FES
- DENOTES PROPOSED CLEANOUT
- DENOTES DELINEATED WETLAND PER ANDERSON ENGINEERING OF MINNESOTA
- DENOTES WETLAND BUFFER
- DENOTES HYDRIC SOILS PER SCOTT COUNTY GIS

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FBWO - FULL BASEMENT WALKOUT
FBLO - FULL BASEMENT LOOKOUT
FB - FULL BASEMENT
GARAGE FLOOR ELEVATION — 100.4

NOTES:

- BUILDING PADS SHOWN ARE POSSIBLE LOCATIONS. ACTUAL LOCATIONS WILL BE DETERMINED WHEN A CERTIFICATE OF SURVEY IS PERFORMED.

SETBACKS: FRONT = 150' FROM CL OF CSAH OR:
= 100' FROM CL OF COUNTY ROAD;
SIDE =30'
REAR=60'
ALL STRUCTURES SHALL HAVE A 35' SETBACK FROM THE DELINEATED EDGE OF A WETLAND

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 ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAFT
DATE_____ REG. NO._____

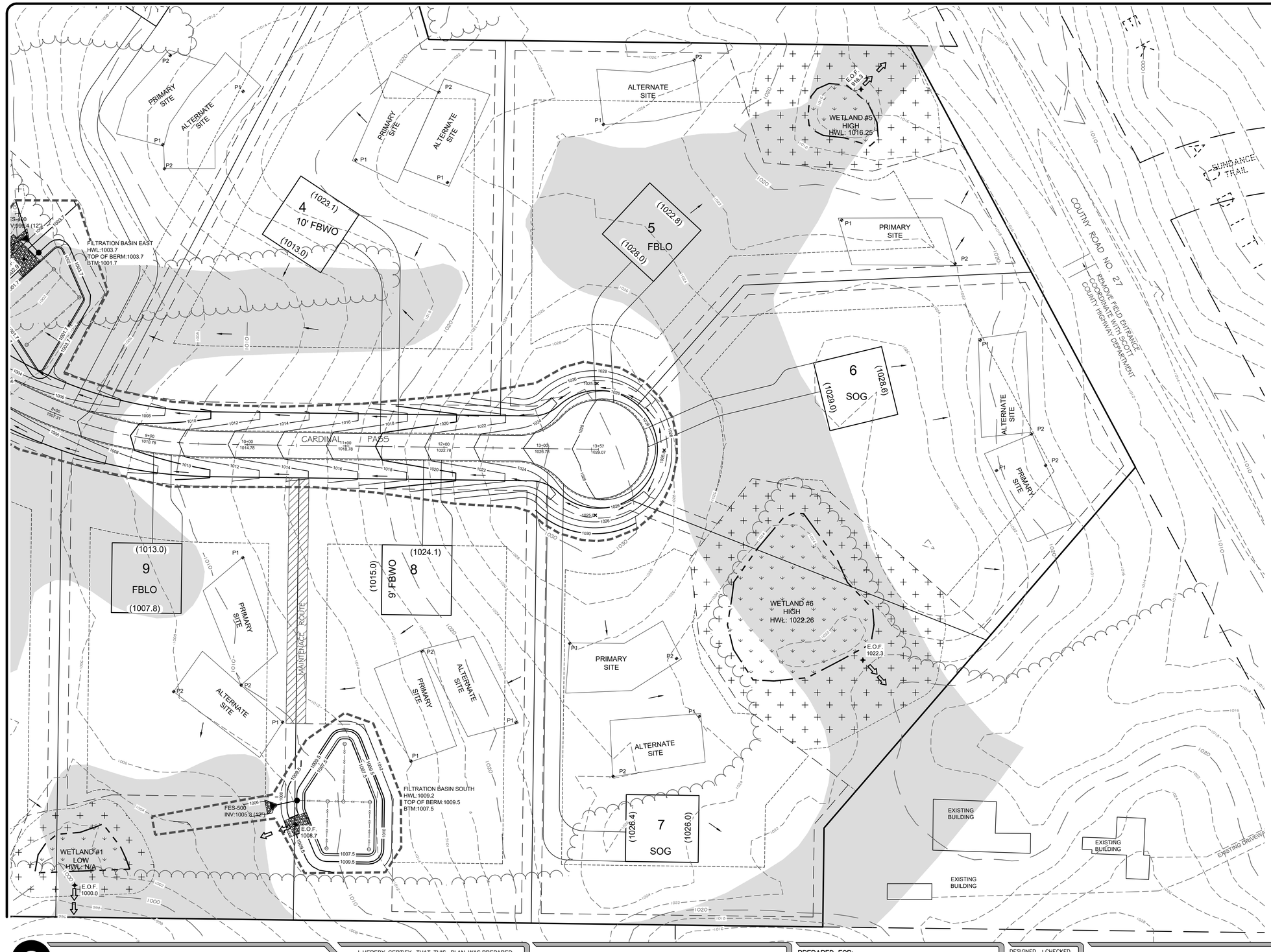
PREPARED FOR:
HAVEN DEVELOPMENT
505 COTTONWOOD AVE SE
PRIOR LAKE, MN 55372

DESIGNED	CHECKED
DRAWN	DATE
PM	2/13/2025
SCALE	AS SHOWN
JOB NO.	18722.01

GRADING PLAN
CARDINAL PASS SECOND ADDITION
CITY OF CREDIT RIVER, MINNESOTA

SHEET 2.1
REV. 5

May 26, 2026 - G:\Plats\Scott County\CARDINAL PASS 2ND ADDITION\PLANS\CARDINAL PASS 2ND GRADING PLAN 50 SCALE.dwg



50 0 50 100

SCALE IN FEET

LEGEND

- 100—DENOTES EXISTING INDEX CONTOUR
- 99—DENOTES EXISTING INTERMEDIATE CONTOUR
- 100—DENOTES PROPOSED INDEX CONTOUR
- 98—DENOTES PROPOSED INTERMEDIATE CONTOUR
- DENOTES EXISTING TREELINE
- DENOTES BUILDING SETBACK LINE
- DENOTES EASEMENT LINE
- DENOTES GRADING LIMITS / CLEARING LIMITS
- DENOTES STORM SEWER PIPE
- DENOTES DRAINTILE PIPE
- DENOTES PROPOSED FES
- DENOTES PROPOSED CLEANOUT
- DENOTES DELINEATED WETLAND PER ANDERSON ENGINEERING OF MINNESOTA
- DENOTES WETLAND BUFFER
- DENOTES HYDRIC SOILS PER SCOTT COUNTY GIS

FREEBOARD REQUIREMENTS
LOWEST ALLOWABLE FLOOR = 1FT ABOVE 100YR HWL OF ADJACENT POND

LOWEST ALLOWABLE OPENING = 1FT ABOVE APPLICABLE EMERGENCY OVERFLOW

PROPOSED GROUND ELEVATION — 100.0
HOUSE TYPE — FBWO
FBWO - FULL BASEMENT WALKOUT
FBLO - FULL BASEMENT LOOKOUT
FB - FULL BASEMENT
GARAGE FLOOR ELEVATION — 100.4

NOTES:
- BUILDING PADS SHOWN ARE POSSIBLE LOCATIONS. ACTUAL LOCATIONS WILL BE DETERMINED WHEN A CERTIFICATE OF SURVEY IS PERFORMED.

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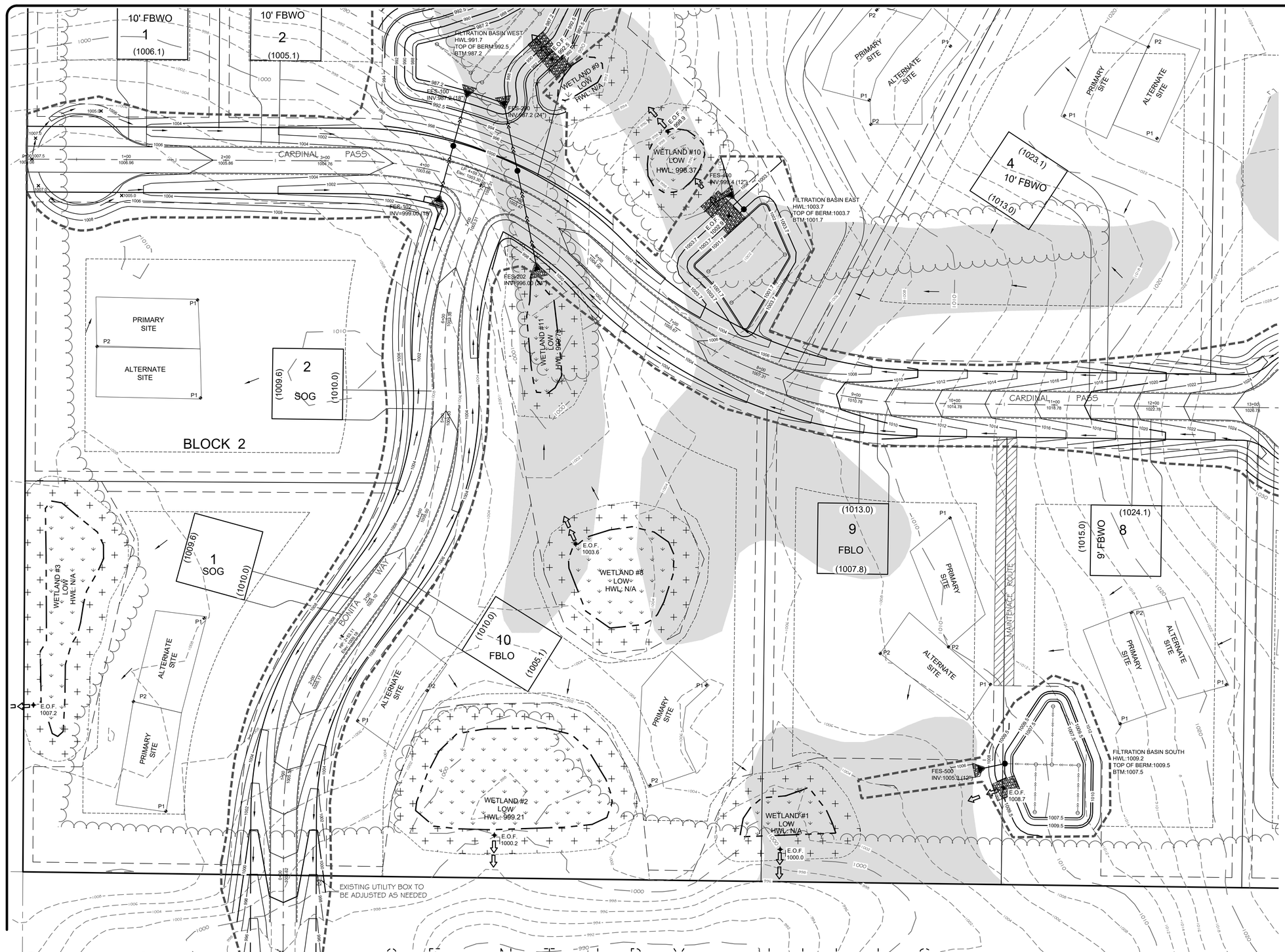
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GRADING PLAN
CARDINAL PASS SECOND ADDITION

CITY OF CREDIT RIVER, MINNESOTA

SHEET 2.2
REV. 5

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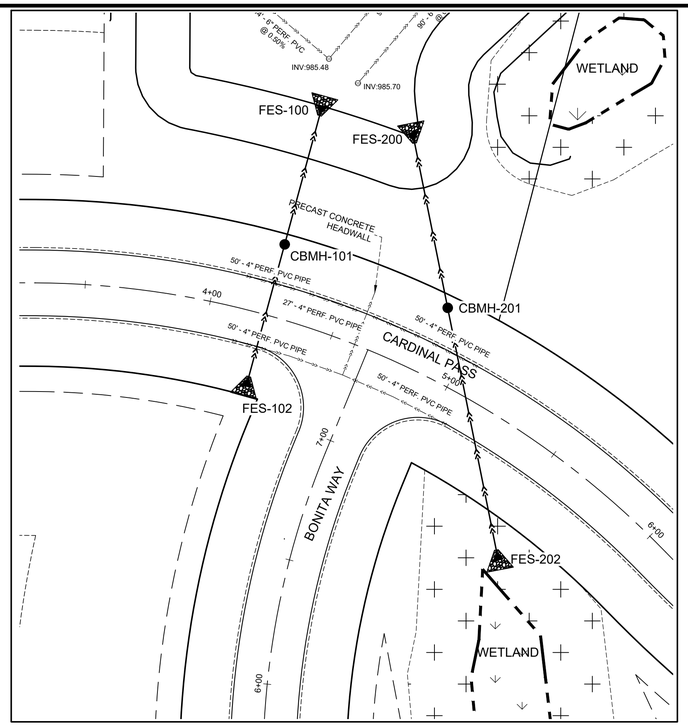
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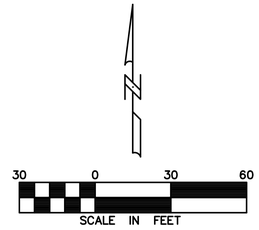
CARDINAL PASS SECOND ADDITION

CITY OF CREDIT RIVER, MINNESOTA

SHEET 2.3
REV. 5

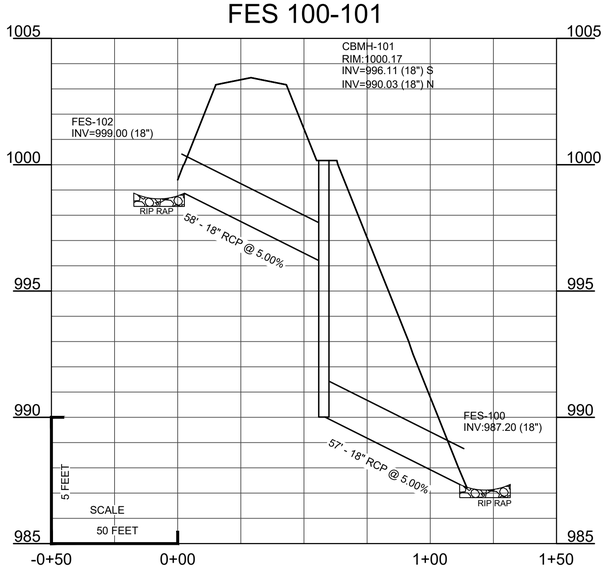
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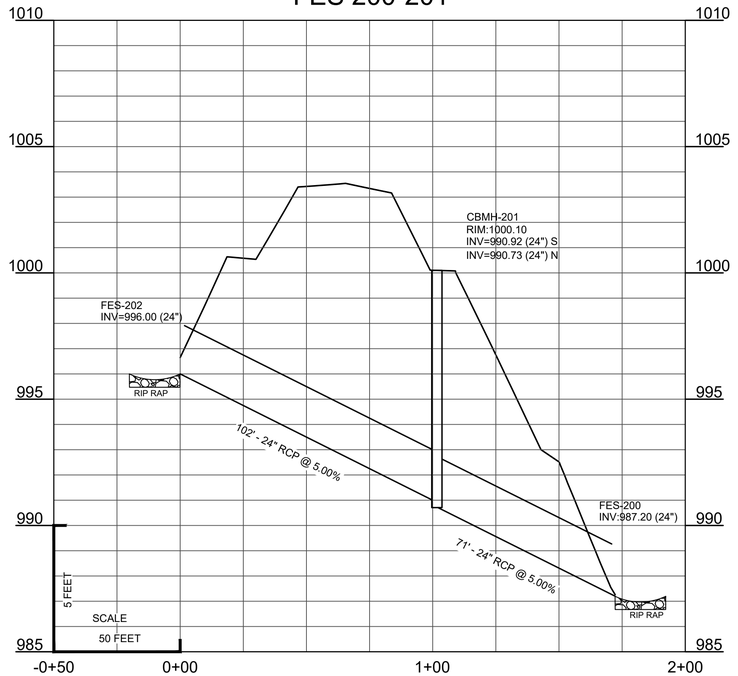


1. ALL RIPRAP SHALL BE CLASS III WITH GEOTEXTILE FABRIC PER PLATE 500.
2. 18" AND SMALLER DIAMETER RCP PIPE SHALL BE CLASS V.
3. 21" AND LARGER DIAMETER RCP PIPE SHALL BE CLASS III.

FES 100-101



FES 200-201



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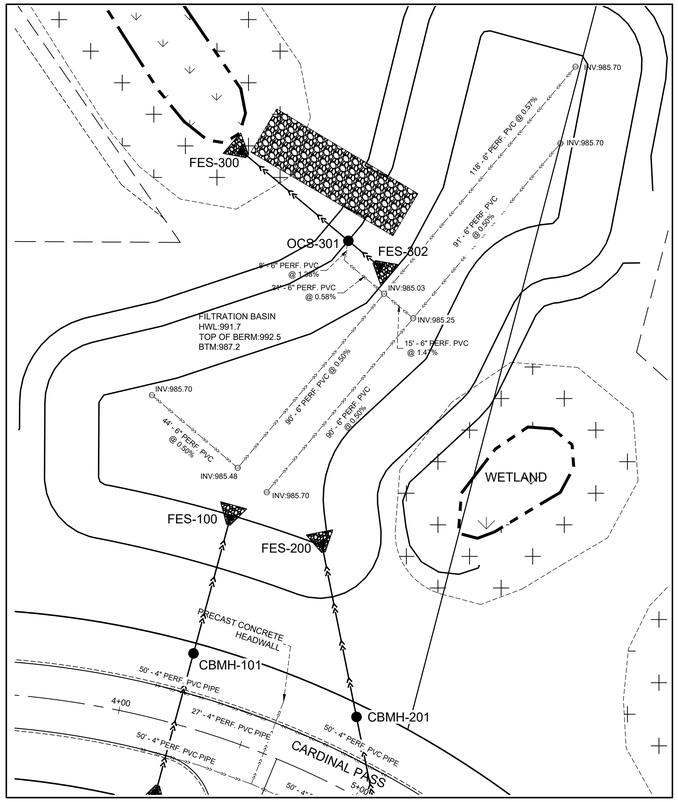
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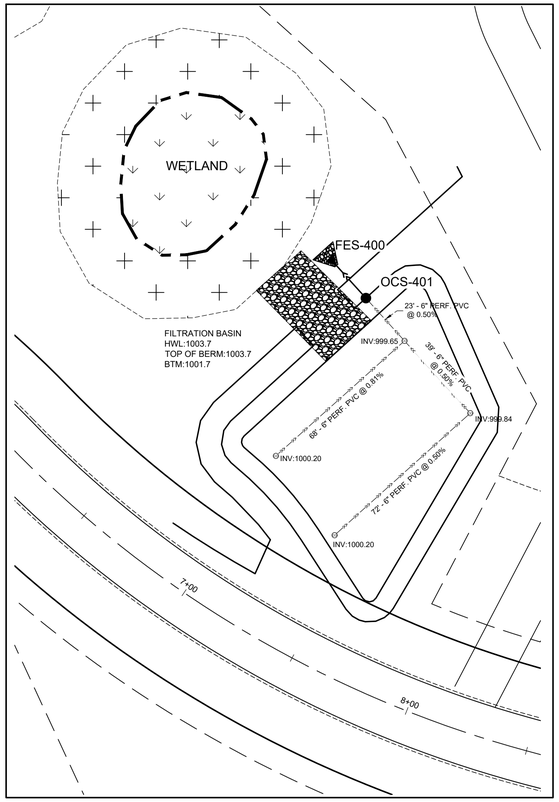
STORM SEWER PLAN

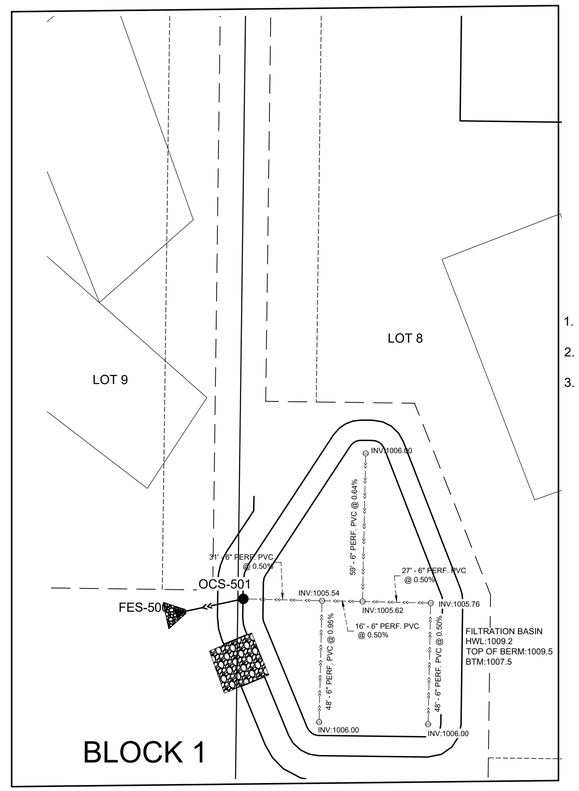
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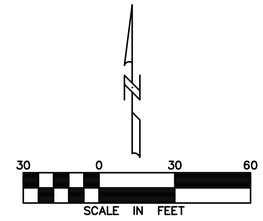
CITY OF CREDIT RIVER MINNESOTA

SHEET 3.0
REV. 5



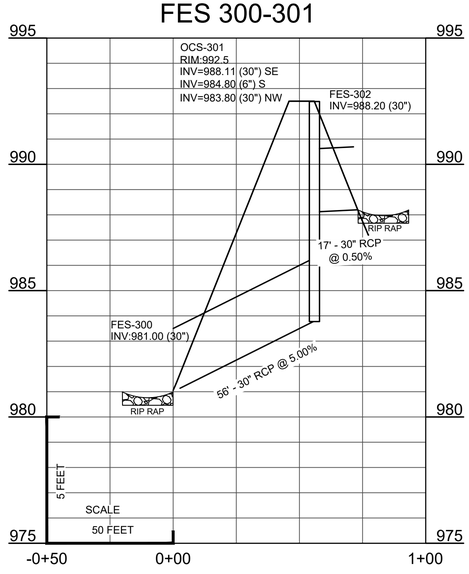




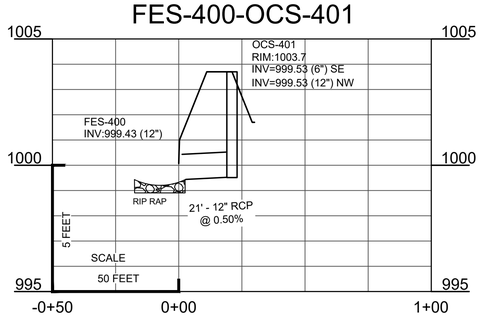


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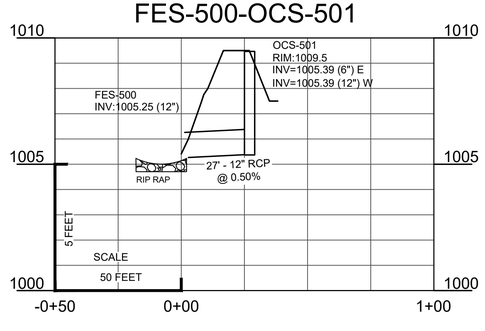
FES 300-301



FES-400-OCS-401



FES-500-OCS-501



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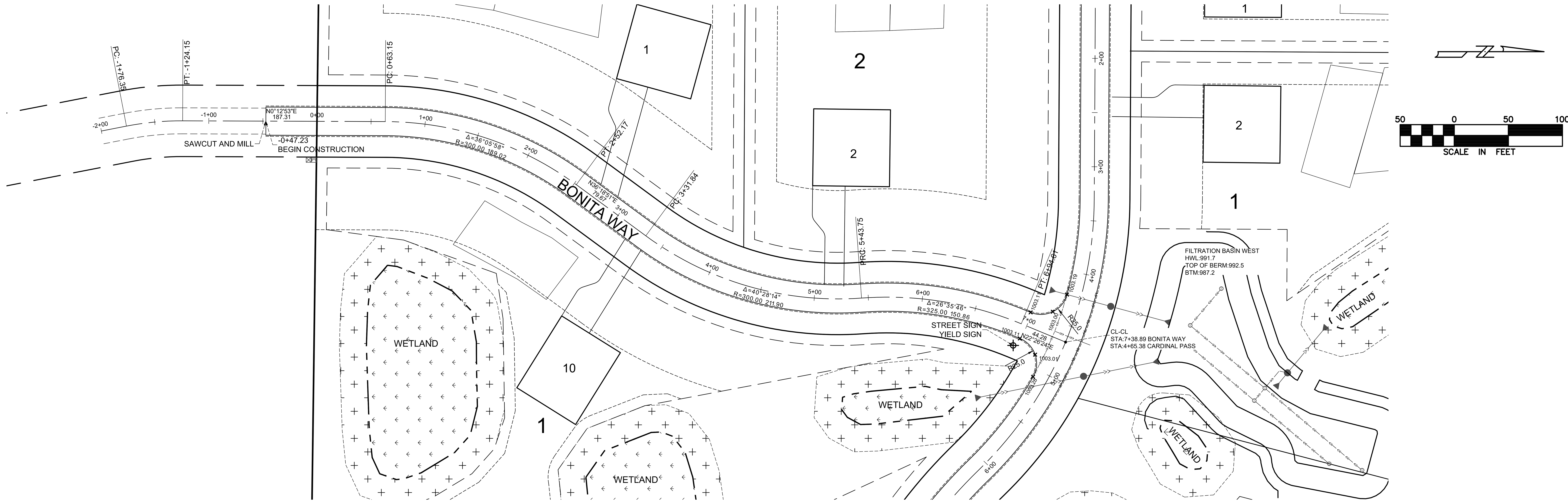
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STORM SEWER PLAN

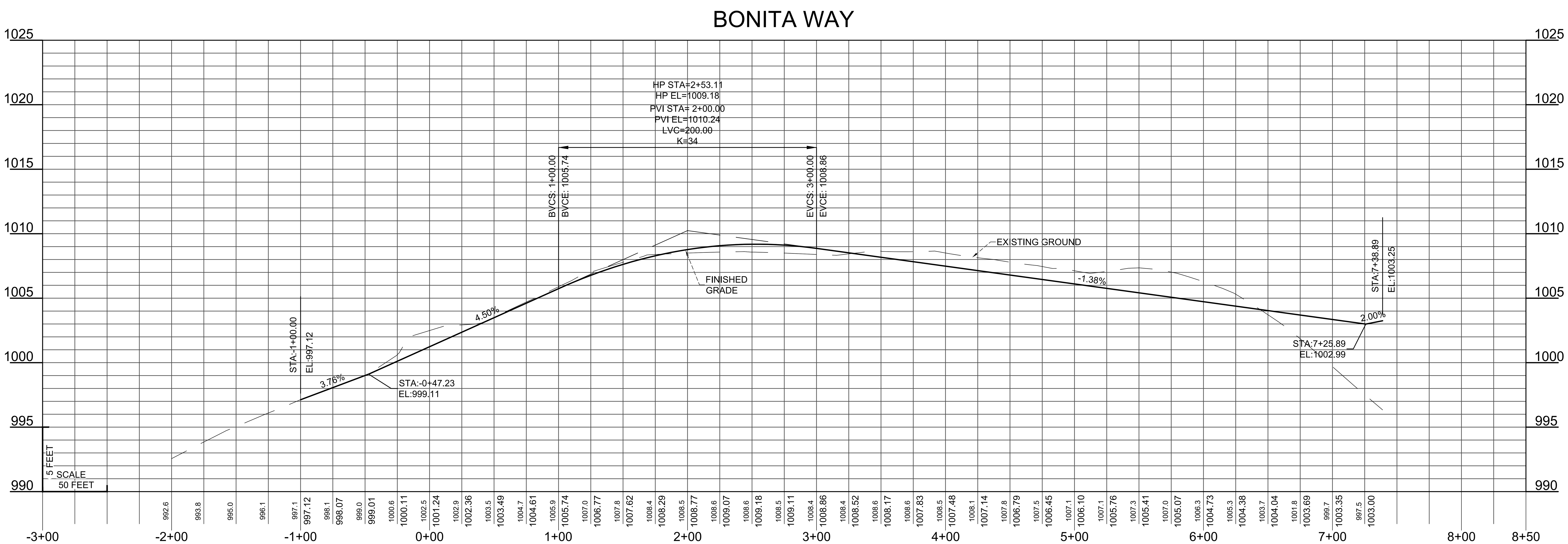
CARDINAL PASS SECOND ADDITION

CITY OF CREDIT RIVER MINNESOTA

SHEET 3.1
REV. 5



BONITA WAY



PROBE ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS, PLANNERS and LAND SURVEYORS

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

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BONITA WAY STREET PLAN

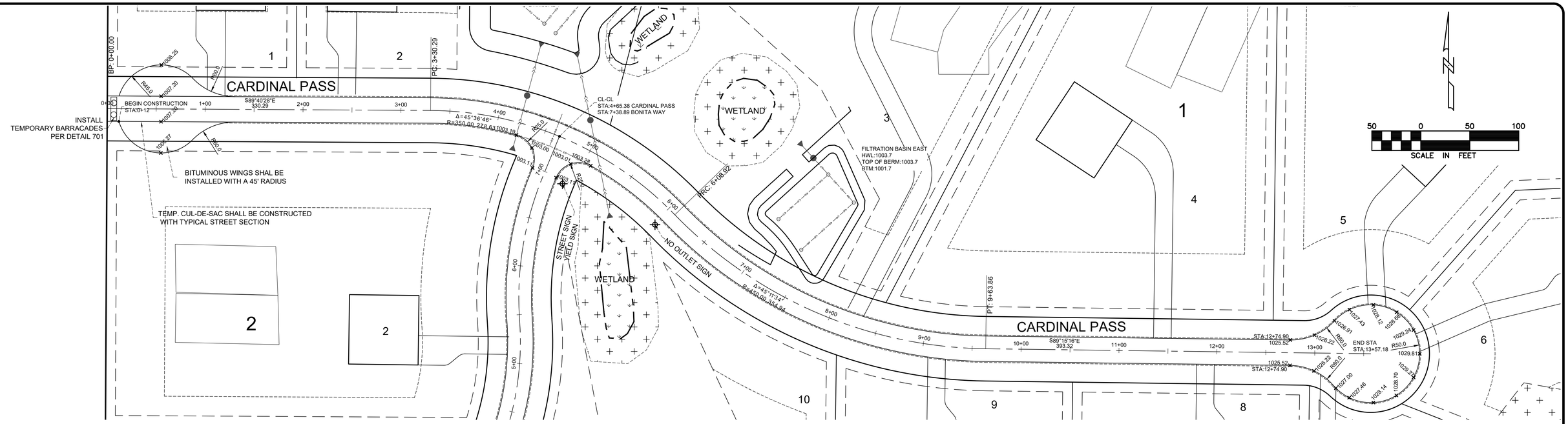
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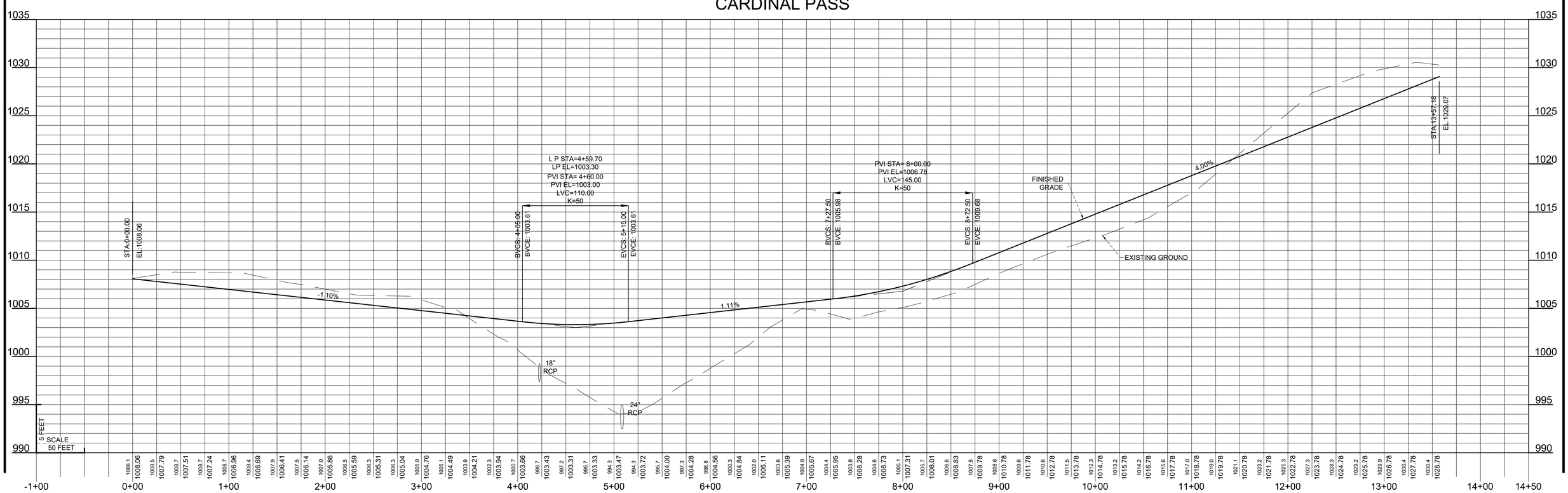
CITY OF CREDIT RIVER, MINNESOTA

SHEET 4.0

REV. 5

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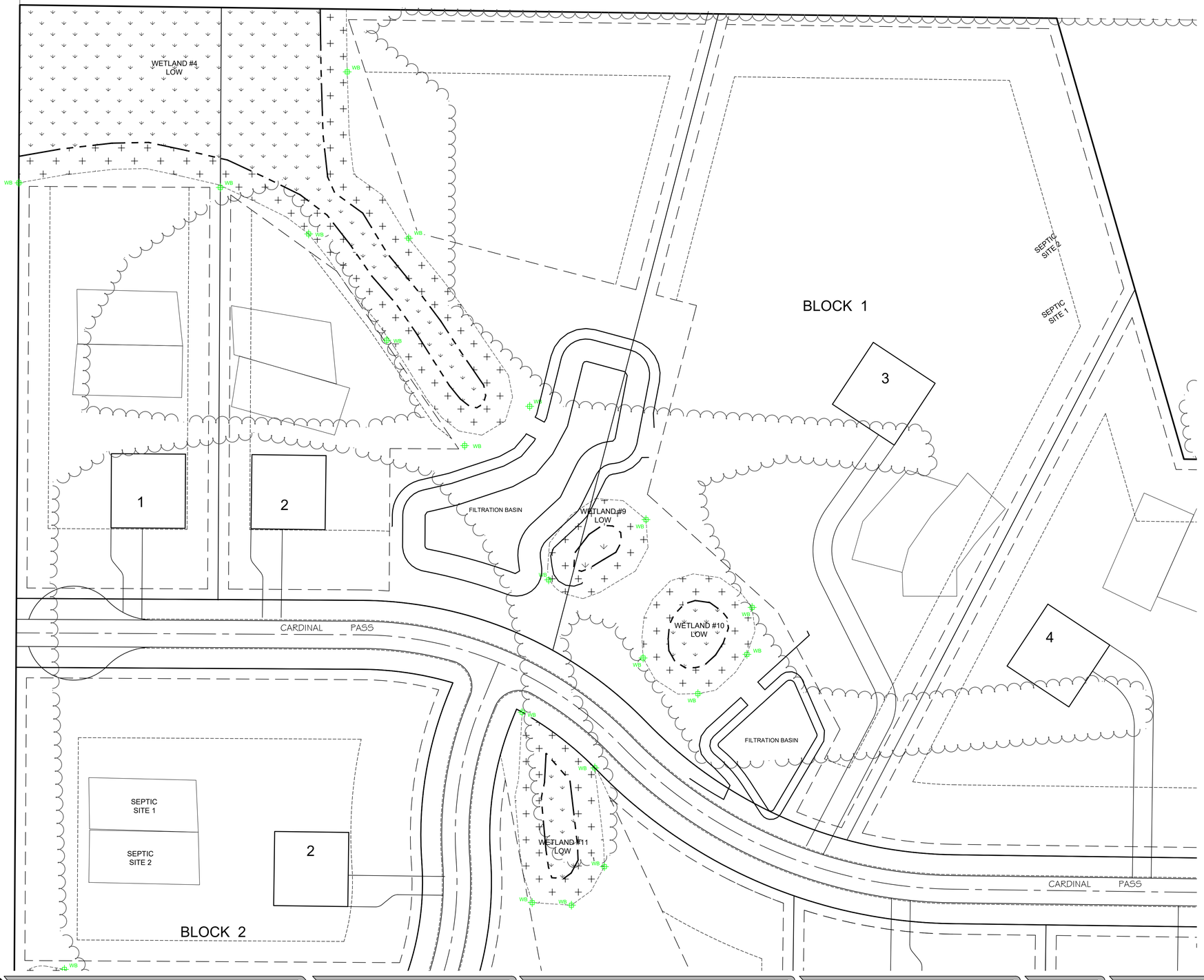
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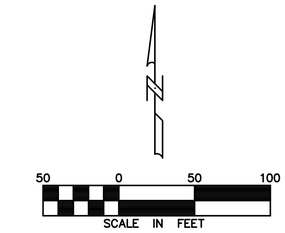
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CITY OF CREDIT RIVER, MINNESOTA

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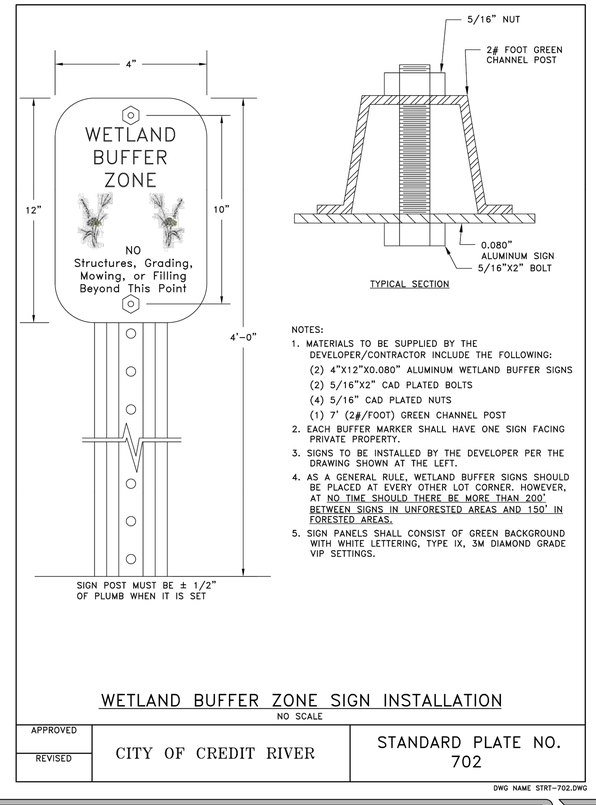
LEGEND

- DENOTES EXISTING TREELINE
- DENOTES BUILDING SETBACK LINE
- DENOTES EASEMENT LINE
- WB DENOTES PROPOSED WETLAND BUFFER SIGN
- DENOTES DELINEATED WETLAND PER ANDERSON ENGINEERING OF MINNESOTA
- DENOTES WETLAND BUFFER

WETLAND BUFFER SIGNAGE IS AVAILABLE FROM THE SCOTT COUNTY NATURAL RESOURCES OFFICE

DISTURBED WETLAND BUFFERS NEED TO SEEDED WITH MNDOT 35-241 SEED MIX @ 36.5 LBS/AC WITH TYPE 4 FERTILIZER & TYPE 1 MULCH

SEE WETLAND BUFFER ESTABLISHMENT PLAN FOR MAINTENANCE REQUIREMENTS



TYPICAL SECTION

NOTES:

1. MATERIALS TO BE SUPPLIED BY THE DEVELOPER/CONTRACTOR INCLUDE THE FOLLOWING:
   (2) 4"X12"X0.080" ALUMINUM WETLAND BUFFER SIGNS
   (2) 5/16"X2" CAD PLATED BOLTS
   (4) 5/16" CAD PLATED NUTS
   (1) 7' (2#/FOOT) GREEN CHANNEL POST
2. EACH BUFFER MARKER SHALL HAVE ONE SIGN FACING PRIVATE PROPERTY.
3. SIGNS TO BE INSTALLED BY THE DEVELOPER PER THE DRAWING SHOWN AT THE LEFT.
4. AS A GENERAL RULE, WETLAND BUFFER SIGNS SHOULD BE PLACED AT EVERY OTHER LOT CORNER. HOWEVER, AT NO TIME SHOULD THERE BE MORE THAN 200' BETWEEN SIGNS IN UNFORESTED AREAS AND 150' IN FORESTED AREAS.
5. SIGN PANELS SHALL CONSIST OF GREEN BACKGROUND WITH WHITE LETTERING, TYPE IX, 3M DIAMOND GRADE VIP SETTINGS.

WETLAND BUFFER ZONE SIGN INSTALLATION

NO SCALE

APPROVED	CITY OF CREDIT RIVER	STANDARD PLATE NO. 702
REVISED		

DWG NAME STRT-702.DWG

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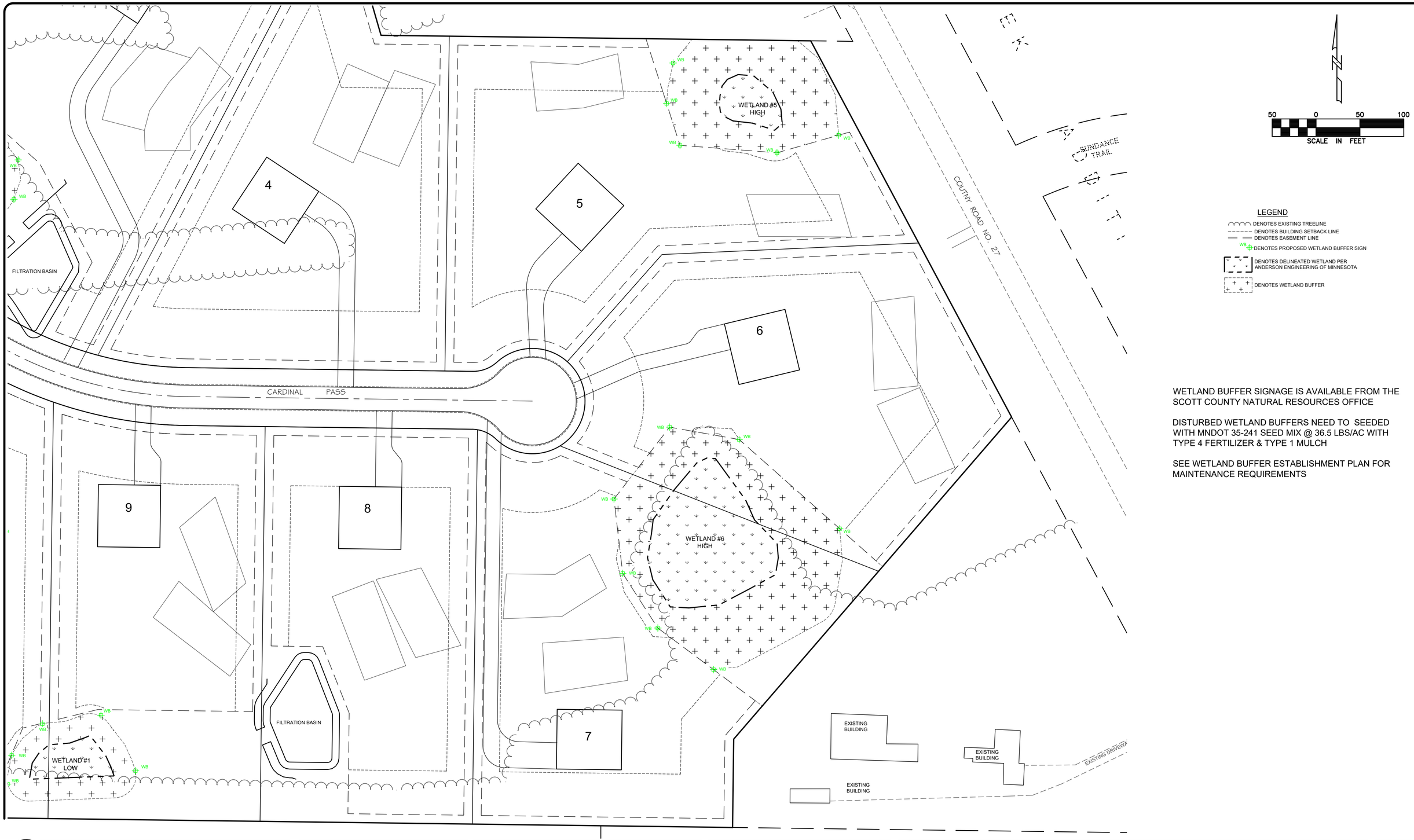
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WETLAND BUFFER ESTABLISHMENT PLAN
CARDINAL PASS SECOND ADDITION

CITY OF CREDIT RIVER, MINNESOTA

SHEET 5.0
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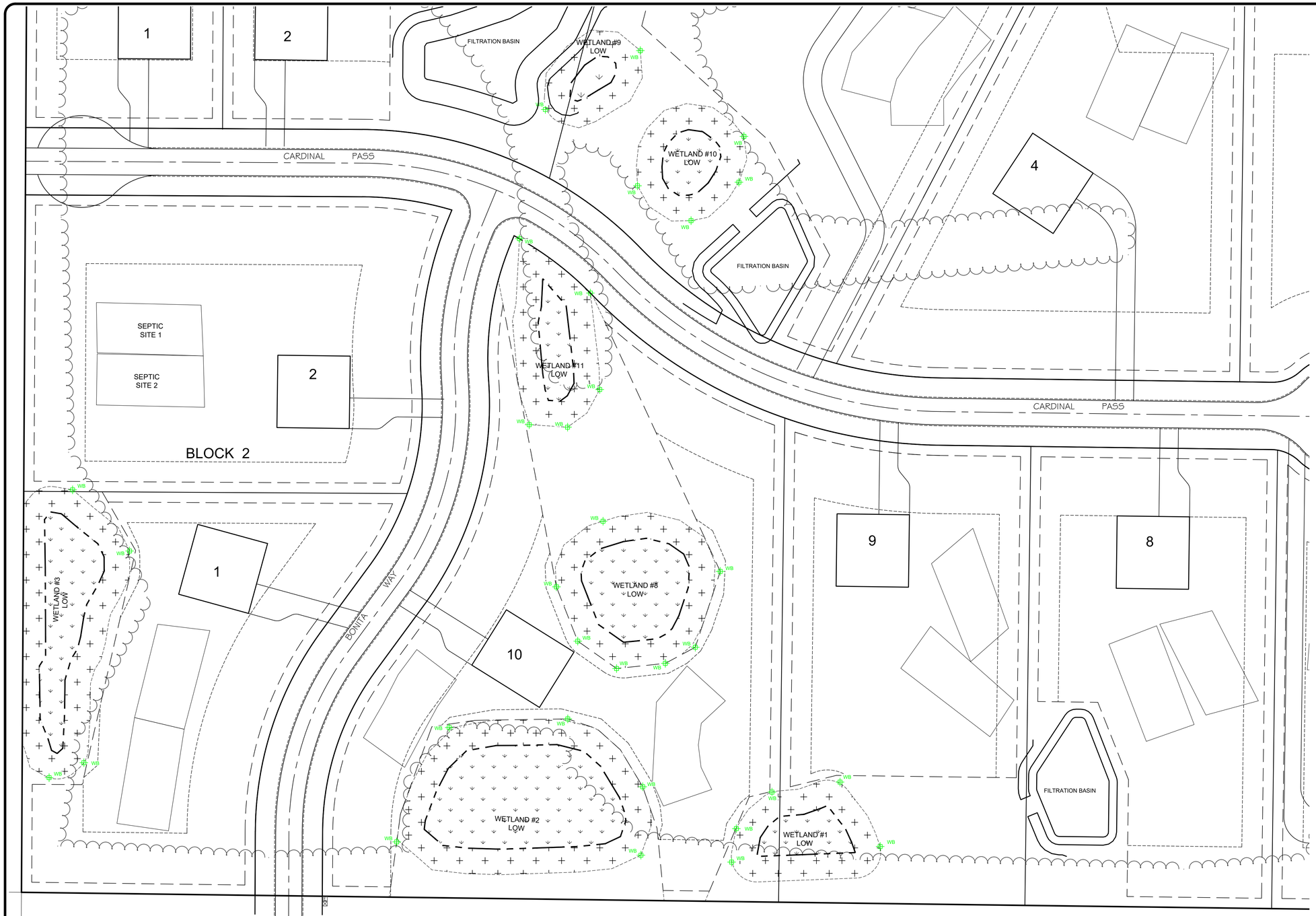
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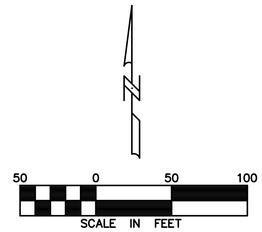
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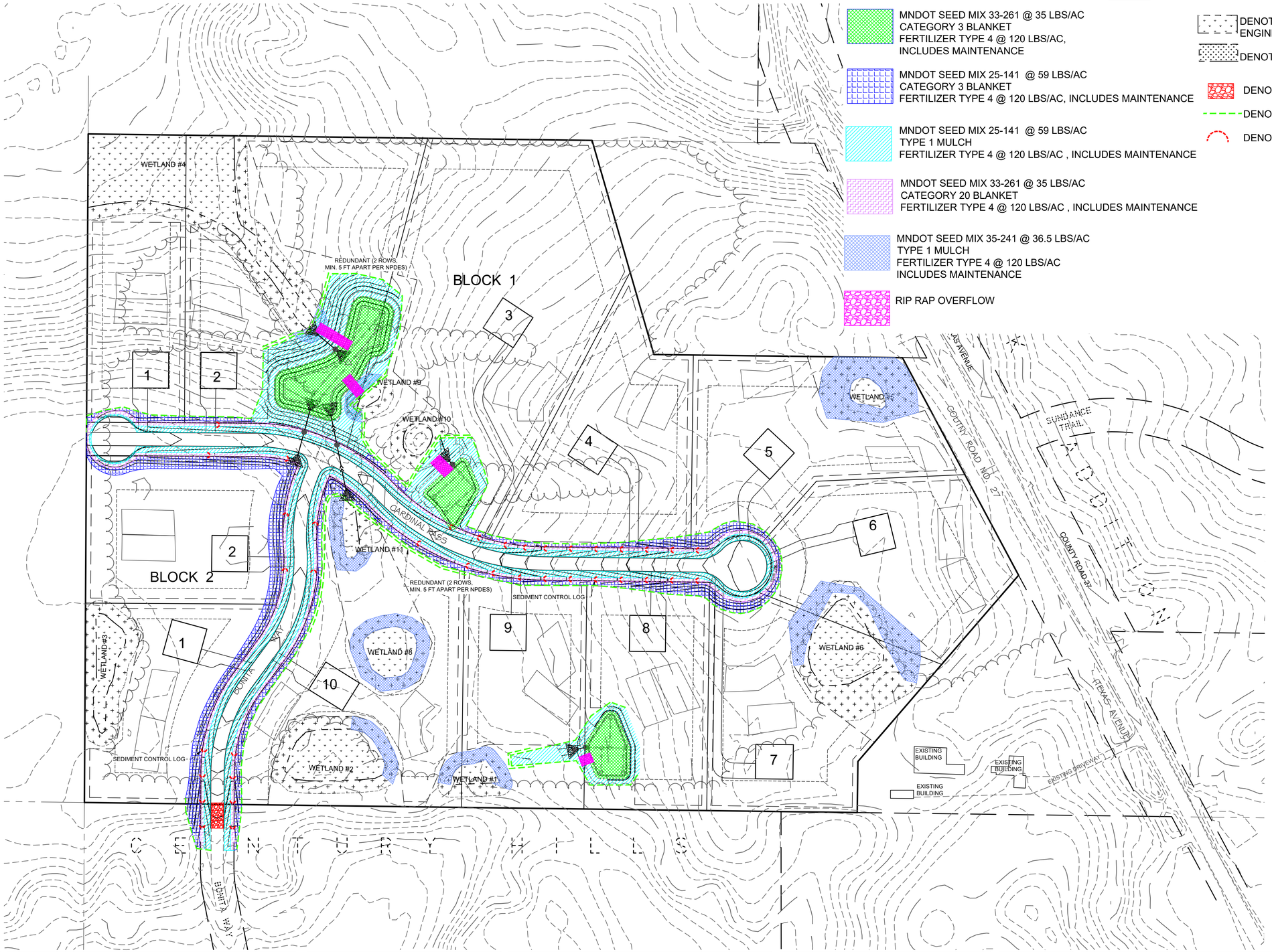
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WETLAND BUFFER ESTABLISHMENT PLAN
CARDINAL PASS SECOND ADDITION

CITY OF CREDIT RIVER, MINNESOTA

SHEET 5.2
REV. 5

May 26, 2026 - G:\Plats\Scott County\CARDINAL PASS 2ND ADDITION\PLANS\CARDINAL PASS 2ND WETLAND BUFFER ESTABLISHMENT PLAN.dwg



LEGEND

- MNDOT SEED MIX 33-261 @ 35 LBS/AC
  CATEGORY 3 BLANKET
  FERTILIZER TYPE 4 @ 120 LBS/AC,
  INCLUDES MAINTENANCE
- MNDOT SEED MIX 25-141 @ 59 LBS/AC
  CATEGORY 3 BLANKET
  FERTILIZER TYPE 4 @ 120 LBS/AC, INCLUDES MAINTENANCE
- MNDOT SEED MIX 25-141 @ 59 LBS/AC
  TYPE 1 MULCH
  FERTILIZER TYPE 4 @ 120 LBS/AC , INCLUDES MAINTENANCE
- MNDOT SEED MIX 33-261 @ 35 LBS/AC
  CATEGORY 20 BLANKET
  FERTILIZER TYPE 4 @ 120 LBS/AC , INCLUDES MAINTENANCE
- MNDOT SEED MIX 35-241 @ 36.5 LBS/AC
  TYPE 1 MULCH
  FERTILIZER TYPE 4 @ 120 LBS/AC
  INCLUDES MAINTENANCE
- RIP RAP OVERFLOW

- DENOTES DELINEATED WETLAND PER ANDERSON ENGINEERING OF MINNESOTA
- DENOTES WETLAND BUFFER
- DENOTES ROCK CONSTRUCTION ENTRANCE
- DENOTES SILT FENCE
- DENOTES SEDIMENT CONTROL LOG

N

100 0 100 200
SCALE IN FEET

CONSTRUCTION STAGING:

Stage 1:
- Remove vegetation as necessary to construct perimeter controls.
- Place perimeter sediment controls. Provide redundant (double) perimeter sediment controls (per NPDES 9.17) with at least 5' apart.
- Install and maintain a vehicle tracking BMP (NPDES Sec.9.1).

Stage 2:
- Construct site grading and utilities and follow the NPDES permit requirements.
- NPDES Section 8.4: Must stabilize all exposed soil areas, including stockpiles. Stabilization must be initiated immediately to limit soil erosion when construction activity has permanently or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. Stabilization must be completed no later than 14 calendar days after the construction activity has ceased. Stabilization is not required on temporary stockpiles without significant silt, clay, or organic components (e.g., clean aggregate stockpiles, concrete stockpiles, sand stockpiles) but permittees must provide sediment controls at the base of the stockpile.
- Maintain perimeter controls.
- All disturbed areas shall have a minimum of 6" topsoil for final restoration.
- Upon completion of grading items, seed upland areas with the appropriate MnDOT Seed Mixtures. Stabilize concentrated flow areas with Erosion Control Blanket. Stabilize non-concentrated flow areas with Type 1 mulch at 2 tons/acre and disc anchor.
- Stabilize concentrated flow areas with erosion control blankets or mats according to MnDOT Spec. 3885 & 2575 and as shown on this plan.

Stage 3:
- Maintain BMPs throughout construction.
- Obtain final stabilization in areas where possible.
- Final stabilization is as directed per the NPDES permit and City Standards.

ESTIMATED QUANTITIES

MNDOT SEED MIX 33-261	1.7 AC
MNDOT SEED MIX 25-141	3.5 AC
MNDOT SEED MIX 35-241	1.3 AC
ROCK CONSTRUCTION ENTRANCE:	1
SILT FENCE:	6,000 LF
SEDIMENT CONTROL LOG:	37

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 ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAFT
DATE_____ REG. NO._____

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

DESIGNED	CHECKED
DRAWN PM	DATE 2/13/2025
SCALE	AS SHOWN
JOB NO.	18722.01

EROSION CONTROL AND SEEDING PLAN
CARDINAL PASS SECOND ADDITION
CITY OF CREDIT RIVER, MINNESOTA

SHEET 6.0
REV. 5

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BLOCK 1

BLOCK 2

WETLAND #9

WETLAND #10

WETLAND #11

WETLAND #8

WETLAND #3

CARDINAL PASS

BONITA WAY

REDUNDANT (2 ROWS, MIN. 5 FT APART PER NPDES)

SEDIMENT CONTROL LOG

1 2 3 4 5 6 7 8 9 10

N

50 0 50 100

SCALE IN FEET

LEGEND

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  CATEGORY 3 BLANKET
  FERTILIZER TYPE 4 @ 120 LBS/AC,
  INCLUDES MAINTENANCE
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  CATEGORY 3 BLANKET
  FERTILIZER TYPE 4 @ 120 LBS/AC, INCLUDES MAINTENANCE
- MNDOT SEED MIX 25-141 @ 59 LBS/AC
  TYPE 1 MULCH
  FERTILIZER TYPE 4 @ 120 LBS/AC , INCLUDES MAINTENANCE
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  CATEGORY 20 BLANKET
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- MNDOT SEED MIX 35-241 @ 36.5 LBS/AC
  TYPE 1 MULCH
  FERTILIZER TYPE 4 @ 120 LBS/AC
  INCLUDES MAINTENANCE
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- DENOTES WETLAND BUFFER
- DENOTES ROCK CONSTRUCTION ENTRANCE
- DENOTES SILT FENCE
- DENOTES SEDIMENT CONTROL LOG

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PRIOR LAKE, MN 55372

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SCALE	AS SHOWN
JOB NO.	18722.01

EROSION CONTROL AND SEEDING PLAN

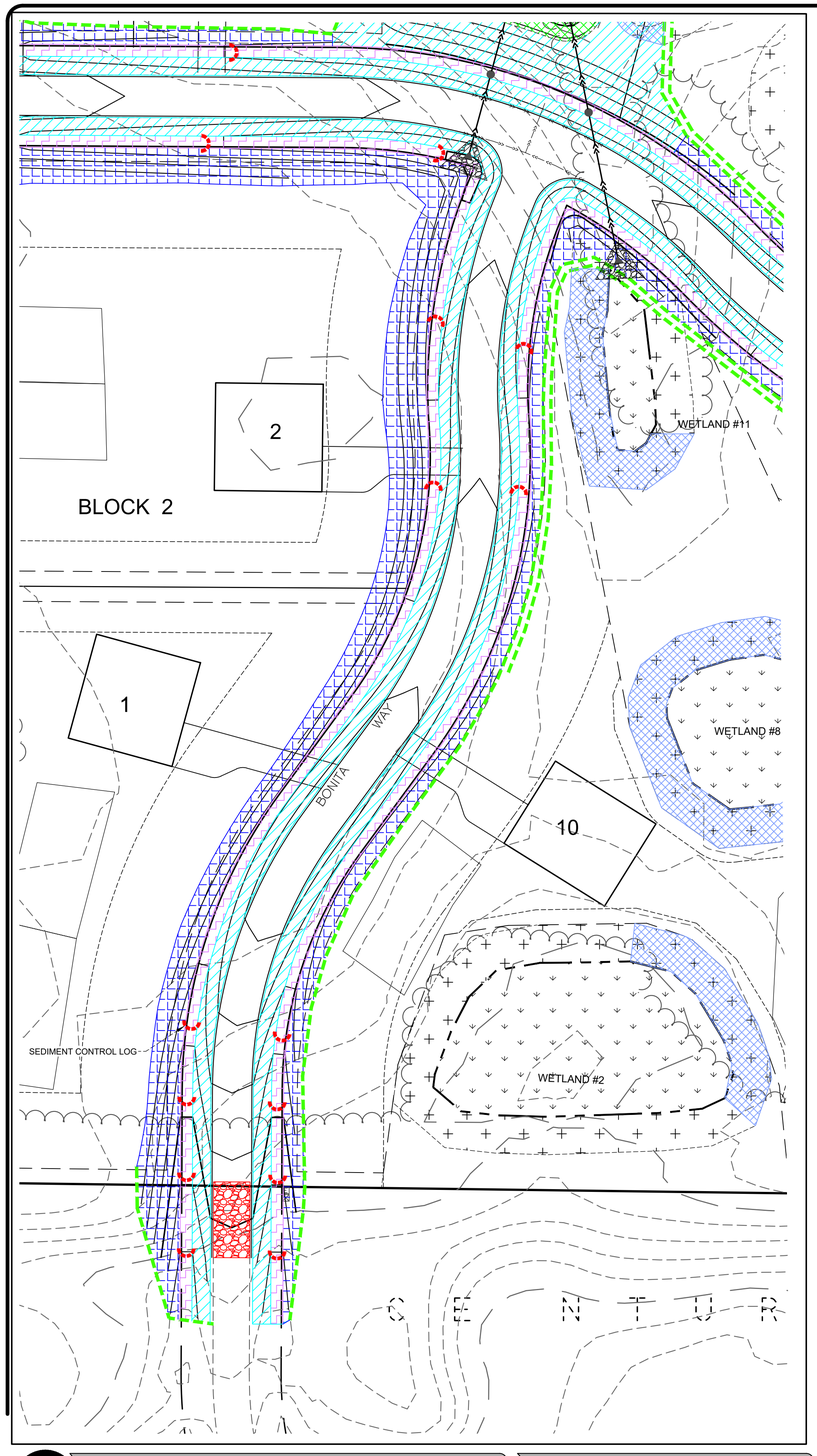
CARDINAL PASS SECOND ADDITION

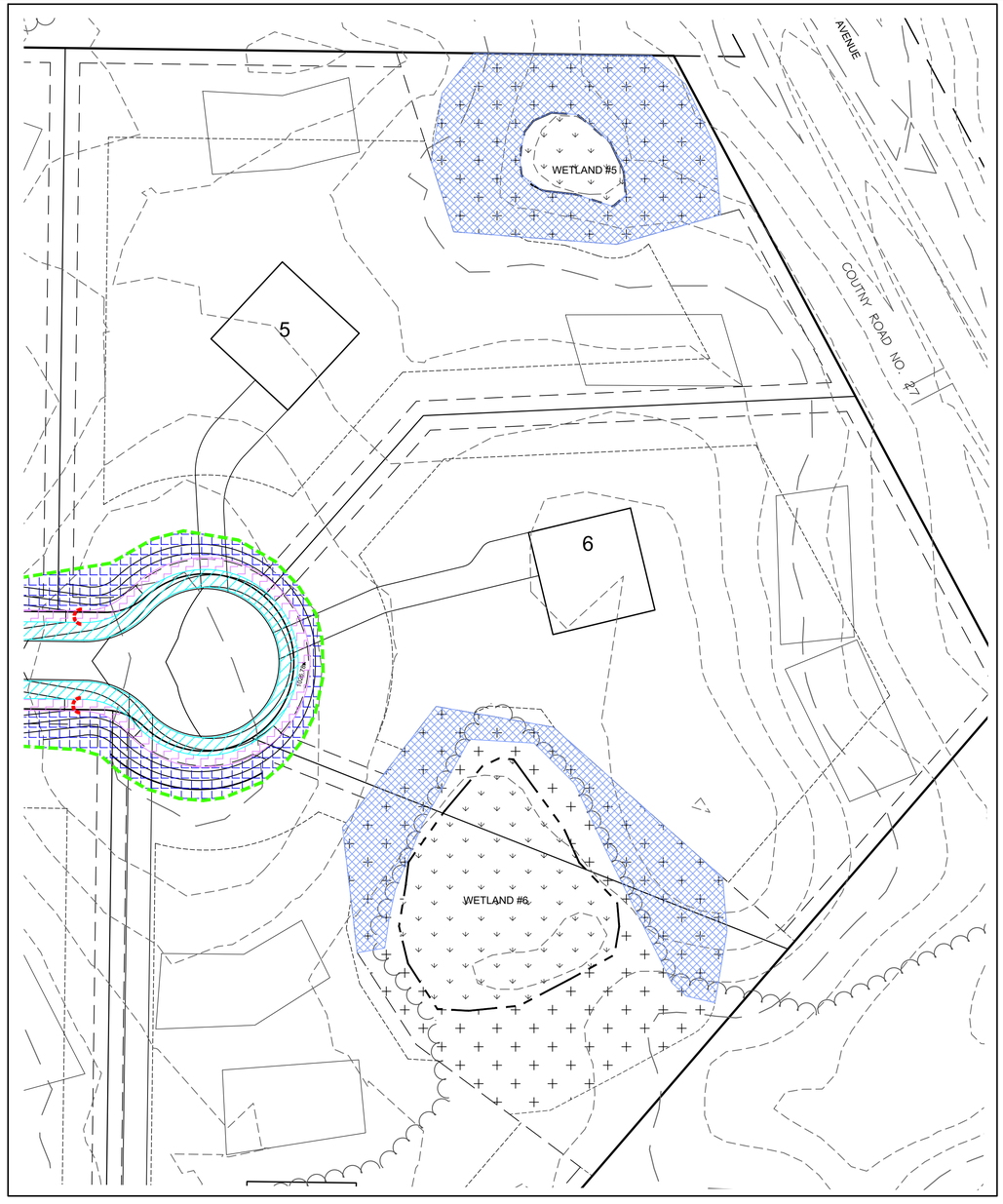
CITY OF CREDIT RIVER, MINNESOTA

SHEET 6.1

REV. 5

May 26, 2026 - G:\Plats\Scott County\CARDINAL PASS 2ND ADDITION\PLANS\CARDINAL PASS 2ND EROSION CONTROL SEEDING PLAN.dwg





N

50 0 50 100

SCALE IN FEET

LEGEND

- MNDOT SEED MIX 33-261 @ 35 LBS/AC
  CATEGORY 3 BLANKET
  FERTILIZER TYPE 4 @ 120 LBS/AC,
  INCLUDES MAINTENANCE
- MNDOT SEED MIX 25-141 @ 59 LBS/AC
  CATEGORY 3 BLANKET
  FERTILIZER TYPE 4 @ 120 LBS/AC, INCLUDES MAINTENANCE
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- MNDOT SEED MIX 35-241 @ 36.5 LBS/AC
  TYPE 1 MULCH
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- DENOTES SILT FENCE
- DENOTES SEDIMENT CONTROL LOG

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PRIOR LAKE, MN 55372

DESIGNED	CHECKED
DRAWN PM	DATE 2/13/2025
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JOB NO.	18722.01

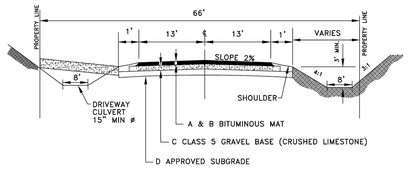
EROSION CONTROL AND SEEDING PLAN

CARDINAL PASS SECOND ADDITION

CITY OF CREDIT RIVER, MINNESOTA

SHEET 6.2
REV. 5

May 26, 2026 - G:\Plats\Scott County\CARDINAL PASS 2ND ADDITION\PLANS\CARDINAL PASS 2ND EROSION CONTROL SEEDING PLAN.dwg



NOTE: SOILS REPORT RECOMMENDS USING AN R VALUE OF NO MORE THAN 12.

LEGEND					
AASHTO	R VALUE SIGMA N18	BITUMINOUS SURFACE		AGGREGATE BASE	
SUBGRADE SOIL CLASS		WEAR 2360 SPWEA240C	NON-WEAR 2360 SPNWB330C	CLASS 5 OR 6 3138 C*	CLASS 3 OR 4 3138 D*
~~A-2~~	~~(0-70 ≤ 90,000)~~	~~** 1 1/2"~~	~~** 2 1/2"~~	~~** 0"~~	
~~A-4~~	~~(0-20 ≤ 90,000)~~	~~1 1/2"~~	~~2 1/2"~~	~~12"~~	
~~A-5~~	~~(0-15 ≤ 90,000)~~	~~1 1/2"~~	~~2 1/2"~~	~~9"~~	~~8"~~
A-6	(8-10 ≤ 90,000)	1 1/2"	2 1/2"	9"	12"
~~A-7~~	~~(0-5 ≤ 90,000)~~	~~1 1/2"~~	~~2 1/2"~~	~~9"~~	~~24"~~

* 100% CRUSHED LIMESTONE,
SUBJECT TO REVIEW BY QUALIFIED SOILS ENGINEER

**MINIMUM ALLOWABLE DESIGN THICKNESS

NOTES: R VALUE IS A MEASURE OF EMBANKMENT SOIL RESISTANCE STRENGTH AS DETERMINED BY THE HVEEM STABILOMETER METHOD

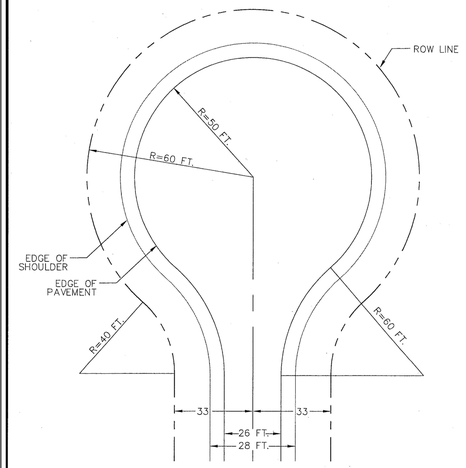
SIGMA N18 VALUE IS THE CUMULATIVE DAMAGE EFFECT OF VEHICLES DURING THE DESIGN LIFE OF A FLEXIBLE PAVEMENT.

LOCAL RESIDENTIAL RURAL STREET SECTION – 9 TON

NO SCALE

APPROVED JULY 2005	CREDIT RIVER TOWNSHIP	STANDARD PLATE NO. 100
REVISED APRIL 2018		

DWG NAME STRT-100.DWG

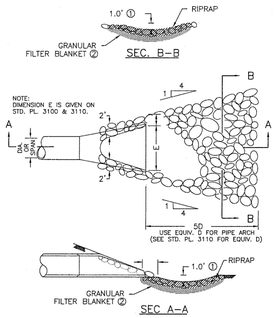


RESIDENTIAL CUL DE SAC RURAL SECTION

NO SCALE

APPROVED	CREDIT RIVER TOWNSHIP	STANDARD PLATE No. 102
REVISED JULY 2005		

DWG NAME STRT-102.DWG



① FOR PIPES GREATER THAN OR EQUAL TO 48"", USE 2.0'

② THE CONTRACTOR MAY SUBSTITUTE A GEOTEXTILE FABRIC, SPEC. 3601 FOR THE GRANULAR FILTER BLANKET UNLESS OTHERWISE SPECIFIED IN THE PLANS. THE FABRIC SHOULD COVER THE AREA OF THE RIPRAP AND EXTEND UNDER THE CULVERT APRON 3 FEET.

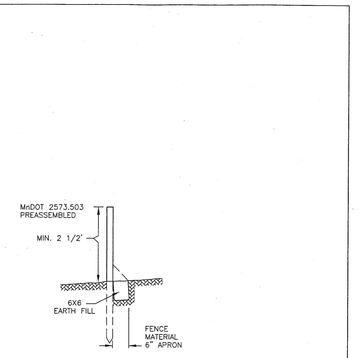
③ QUANTITIES AS PER MnDOT STANDARD PLATE

RIP-RAP AT R.C.P. OUTLET

NO SCALE

APPROVED	CREDIT RIVER TOWNSHIP	STANDARD PLATE No. 500
REVISED JULY 2005		

DWG NAME ERS-500.DWG

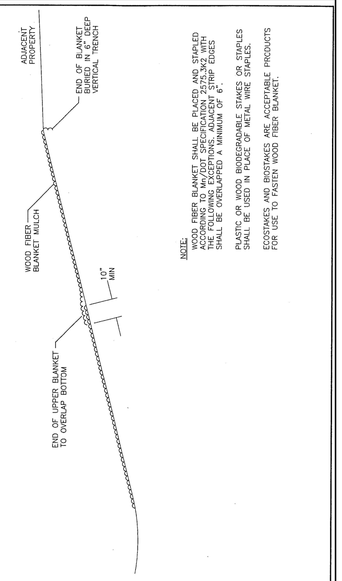


SILT FENCE

NO SCALE

APPROVED	CREDIT RIVER TOWNSHIP	STANDARD PLATE No. 501
REVISED JULY 2005		

DWG NAME ERS-501.DWG

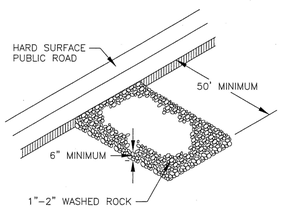


FIBER BLANKET INSTALLATION ON A CUT SLOPE

NO SCALE

APPROVED	CREDIT RIVER TOWNSHIP	STANDARD PLATE No. 502
REVISED		

DWG NAME ERS-502.DWG

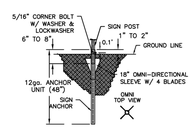


ROCK CONSTRUCTION ENTRANCE

NO SCALE

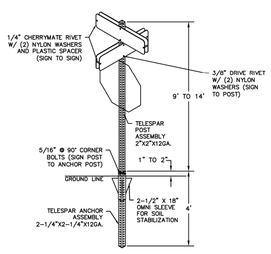
APPROVED	CREDIT RIVER TOWNSHIP	STANDARD PLATE No. 503
REVISED JULY 2005		

DWG NAME ERS-503.DWG



TELESPAR ANCHOR DETAIL

NOT TO SCALE



SIGN POST DETAIL

NOT TO SCALE

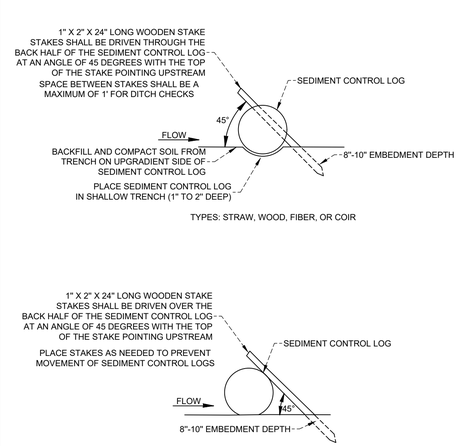
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REVISED		

DWG NAME STRT-700.DWG

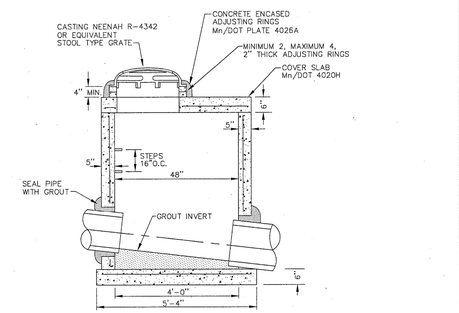


APPROVED	CREDIT RIVER TOWNSHIP	STANDARD PLATE NO. 701
REVISED		

DWG NAME STRT-701.DWG



SEDIMENT CONTROL LOGS



STANDARD STORM MANHOLE-YARD INLET

NO SCALE

APPROVED	CREDIT RIVER TOWNSHIP	STANDARD PLATE No. 407
REVISED JULY 2005		

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CONSULTING ENGINEERS, PLANNERS and LAND SURVEYORS
1000 EAST 146th STREET, BURNSVILLE, MINNESOTA 55337 PH (952)432-3000

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DRAFT

DATE_____ REG. NO._____

PREPARED FOR:

HAVEN DEVELOPMENT

505 COTTONWOOD AVE. SE,

PRIOR LAKE, MN 55372

DESIGNED	CHECKED
DRAWN PM	DATE 2/13/2025
SCALE	
JOB NO. 18722.01	

DETAILS

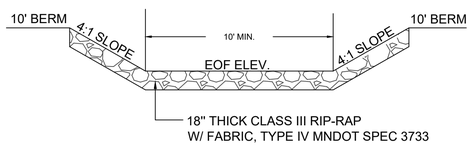
CARDINAL PASS SECOND ADDITION

CITY OF CREDIT RIVER MINNESOTA

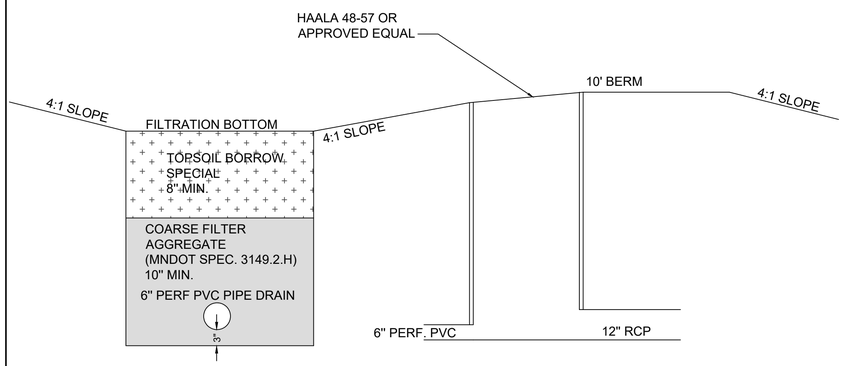
SHEET 7.0

REV. 5

May 26, 2026 - G:\Plats\Scott County\CARDINAL PASS 2ND ADDITION\PLANS\CARDINAL PASS 2ND DETAILS.dwg

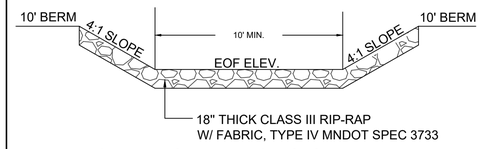


SPILLWAY TO EXTEND FROM TOP OF FILTER MEDIA
TO TOE OF BERM SLOPE, OR AS SHOWN ON PLAN

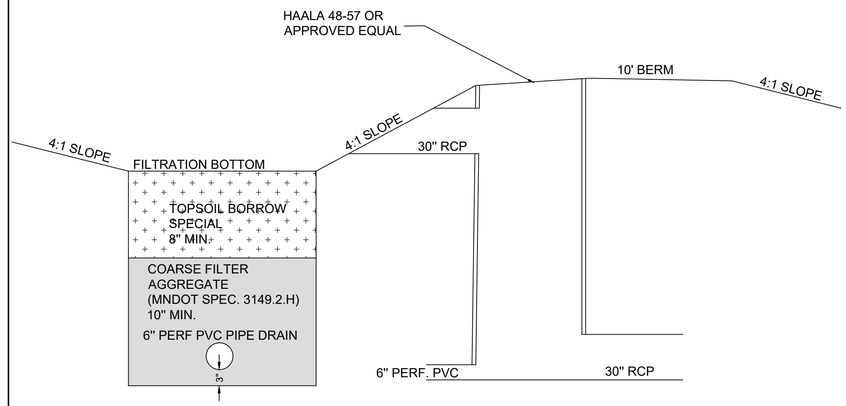


TOPSOIL BORROW SPECIAL SHALL MEET THE FOLLOWING REQUIREMENT
(MIX BY VOLUME)
50%-65% CLEAN WASHED SAND PER MNDOT 3126.2.C.
25%-35% SANDY CLAY LOAM TOPSOIL BORROW PER MNDOT 3877.2.C.
10%-15% COMPOST GRADE 2 PER MNDOT 3890.2.B.

SOUTH AND EAST FILTRATION BASIN DETAIL



SPILLWAY TO EXTEND FROM TOP OF FILTER MEDIA
TO TOE OF BERM SLOPE, OR AS SHOWN ON PLAN



TOPSOIL BORROW SPECIAL SHALL MEET THE FOLLOWING REQUIREMENT
(MIX BY VOLUME)
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10%-15% COMPOST GRADE 2 PER MNDOT 3890.2.B.

WEST FILTRATION BASIN DETAIL

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PRIOR LAKE, MN 55372

DESIGNED	CHECKED
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SCALE	
JOB NO. 18722.01	

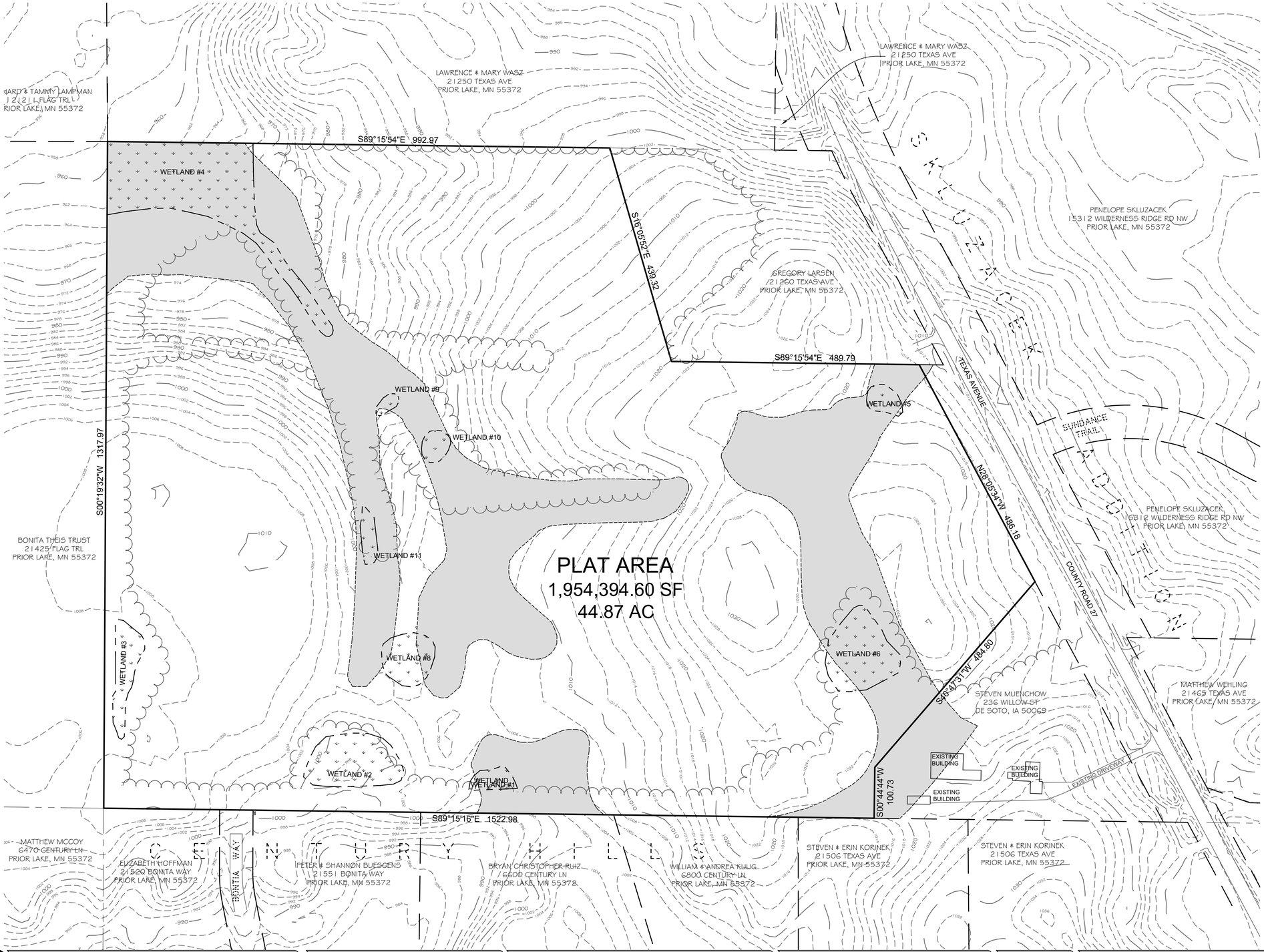
DETAILS

CARDINAL PASS SECOND ADDITION

CITY OF CREDIT RIVER MINNESOTA

SHEET 7.1
REV. 5

May 26, 2026 - G:\Plats\Scott County\CARDINAL PASS 2ND ADDITION\PLANS\CARDINAL PASS 2ND DETAILS.dwg



SUBJECT PARCEL AND ALL ADJACENT PARCELS ARE ZONED RR

PROBE ENGINEERING COMPANY, INC.
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DESIGNED	CHECKED
DRAWN	DATE
PM	2/13/2025
SCALE	AS SHOWN
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EXISTING CONDITIONS

CARDINAL PASS SECOND ADDITION

CITY OF CREDIT RIVER MINNESOTA

SHEET 8.0
REV. 5

May 26, 2026 - G:\Plats\Scott County\CARDINAL PASS 2ND ADDITION\PLANS\CARDINAL PASS 2ND EXISTING CONDITIONS PLAN.dwg

Project Description
Proposed improvements to this site include subdividing 44.9 acres of farmland, rolling hills, and woodland into 12 single family homes. Development will include constructing a road through the property with related grading and stormwater features. The proposed construction activity is as shown in the final construction plans for this project and include storm sewer, grading, road construction, erosion and sediment control, seeding, and final stabilization. The total estimated disturbed area is 6.3 acres and the estimated volume of earth is estimated around 13,200 CY. Home construction will occur per each lot with the driveway and home.

Knowledgeable Person/Chain of Responsibility
The Owner and Contractor is responsible for compliance with all terms and conditions of the permit. The Owner will designate a SWPPP trained designer and inspector to oversee the implementation of the SWPPP. The Operator is the Contractor hired by the Owner to construct the project. The Operator will provide a SWPPP trained installer to implement the installation, inspection and maintenance of the erosion prevention and sediment control BMPs of the SWPPP until construction is complete, the entire site has undergone final stabilization and the NOT has been submitted to the MPCA. This individual will be available to meet the MPCA on site within 72 hours upon request by the MPCA.

Project Contacts
Owner(s): Haven Development
5505 Cottonwood Ave. SE
Prior Lake, MN 55372
Contact: Garry Tupy, Phone Number: 612.509.8879, e-mail: garry@alg-ent.com
SWPPP Designer: James Moore, Probe Engineering 952-432-3000
SWPPP Inspector: _____
Operator: _____
Operator's contact: _____
Once the identities of the responsible parties are known, the SWPPP will be amended to include this information.

SWPPP Training
The SWPPP has been prepared by a trained SWPPP designer. The Operator shall designate a SWPPP trained inspector and SWPPP trained installer to implement the SWPPP. Documentation of the training will be amended to this SWPPP and include the following:
a. Names of the SWPPP Preparer, SWPPP Inspector, and SWPPP Installer
b. Dates of training and name of instructor and entity providing the training
c. Training content that is commensurate with the individuals job duties and responsibilities including the number of hours of training

Stormwater Design, Calculations, and Narrative
Stormwater design calculations are found in Stormwater Management Plan (as a stand alone document) for the whole development and are therefore excluded from this document. They can be available by request.

Maintenance of Permanent Stormwater Systems
The City of Credit River will be responsible for the long-term maintenance of the constructed stormwater facilities.

Timing of Installation/Construction Staging
Construction is anticipated to begin in Spring 2026, dependent on city approvals. Project completion is expected to be completed by 12/31/2026. The rock construction entrance will be constructed before any other construction activity. The Operator will keep the streets clean. Perimeter controls will be placed before land disturbing activities. Temporary sedimentation basins will be constructed immediately after perimeter controls have been placed if required. Areas of grading are clearly marked in the plans by the “CONSTRUCTION LIMITS” notation. Stockpiles will be covered or stabilized within (14) days after work has ceased. Final site stabilization of all exposed areas will be completed within (14) days after the construction activity in that portion of the site has temporarily or permanently ceased.
Construction Staging will be as follows:
Stage one:
- Construct rock construction entrances.
- Install perimeter controls.
- Construct temporary sedimentation basin at proposed storm pond location.
- Construct temporary swales as necessary to direct runoff to temporary sedimentation basin.
- Install temporary floating skimmer outlet device for temporary sedimentation basin.
- Seed and stabilize disturbed areas according to the plans.
- At completion of stage one, no runoff from disturbed areas shall exit the project site without outletting through a temporary sedimentation basin.

Stage Two:
- Clear Trees and grub as needed for site grading.
- Construct utilities, roads and site grading. Follow the NPDES permit requirements of stabilizing areas within 14 days after completion of grading.
- Maintain perimeter controls.
- Upon completion of grading items, seed disturbed areas according to the seeding plan.
- Stabilize non-concentrated flow areas with Type 1 mulch at 2 tons/acre and disc anchor.
- Stabilize concentrated flow areas with erosion control blankets or mats according to MnDOT Spec. 3885 & 2575.

Stage 3: Home Construction
- Construct rock construction entrance for each lot, if necessary.
- Install perimeter controls and protect existing structures / do not disturb areas.
- Install BMPs per the NPDES permit and Certificate of Survey for each lot.
- Maintain perimeter controls throughout construction sequences.
- Upon completion of grading items, seed disturbed areas according to the seeding plan.
- Stabilize non-concentrated flow areas with Type 1 mulch at 2 tons/acre and disc anchor.
- Stabilize concentrated flow areas with erosion control blankets or mats according to MnDOT Spec. 3885 & 2575.
- Maintain all BMPs throughout home construction until the NOT can be made.

SWPPP Components
The erosion and sediment control plans which include the location and type of all temporary and permanent erosion prevention and sediment control BMPs along with details for the BMPs are shown in construction plans. If additional BMPs become necessary during construction, the Owners SWPPP designer will recommend and/or approve such BMPs. Specifications for SWPPP related construction are referenced in the individual plan sheets. Special Provisions, if required, will be amended. This SWPPP is part of the construction plans.

Estimated Quantities: Estimated quantities for erosion and sediment control items are as shown in the construction plans.

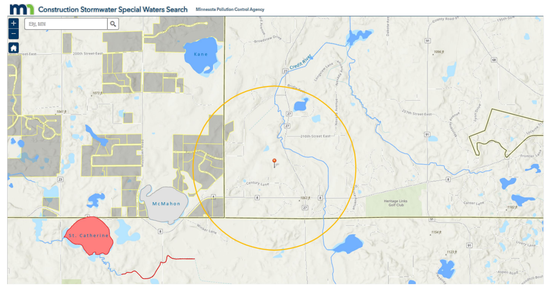
Impervious Surface
The pre and post construction impervious surfaces are as follows: Pre-Construction = 0 acres
Post-Construction = 3.16 acres (estimated per the SWMP. This will be dependent on each house size & location)

Site Map
A site map with impervious surfaces, soil types, locations of potential pollutant generating activities, areas not to be disturbed, and buffer zones are in the construction plans. A site map with existing and final grades, including dividing lines and direction of flow for all pre and post construction stormwater runoff drainage areas located within the project limits are included with the stormwater calculations/plan.

Temporary Sedimentation Basins
Temporary sedimentation basins may be required for dewatering activities dependent on-site conditions and construction phasing. If temporary sedimentation basins are used, they must have a floating skimmer type outlet. A dewatering plan including locations and phasing of the temporary sedimentation basins is to be submitted to the LGU for review and approval. The Operator will provide temporary sedimentation basins when mandated by the permit and should use them as a normal part of the grading operations when not required.

Dewatering and Basin Draining
Dewatering may be required and if dewatering is used, the Operator will provide a SWPPP amendment for the proposed dewatering activities.
Turbid or sediment laden waters related to dewatering or basin draining will be discharged to a sedimentation basin or storage tank. The discharge from the sedimentation basin or storage tank may be released to surface waters if the water has been visually checked to ensure adequate treatment has been obtained and nuisance conditions will not result from the discharge.
If discharge water contains oil or grease, an oil water separator or suitable filtration device will be used prior to discharging the water. Discharge points will be adequately protected from erosion and scour. The discharge will be dispersed over natural rock riprap, sand bags, plastic sheeting, or other accepted energy dissipation measures.
All water from dewatering or basin-draining activities will be discharged in a manner that does not cause nuisance conditions, erosion in receiving channels or on downslope properties, or inundation in wetlands causing significant adverse impact to the wetland.
If filters with backwash water are used, the backwash water will be hauled away for disposal, return the backwash water to the beginning of the treatment process, or incorporate the backwash water into the site in a manner that does not cause erosion. The backwash water may be discharged to the sanitary sewer if permission is granted by the sanitary sewer authority. The filters and/or media should be replaced or cleaned as necessary for adequate function.

Maps of Surface Waters and Wetlands
A map of all surface waters, existing wetlands, and stormwater ponds within one mile from the project boundaries that will receive stormwater from the construction site, during or after construction are as shown below. The Credit River was delisted from the Impaired Waters list of turbidity in 2012 according to the MPCA. According to the Lower Minnesota Watershed District: "The Credit River is impaired for aquatic life based on the results of the benthic macroinvertebrate and fish bioassessments. Chloride concentrations also are a detriment to aquatic life. Aquatic recreation in the river is impaired because of E. coli levels (MPCA2022)."



Special and Impaired Waters
There are no special or impaired waters located within one mile of the site.

Environmentally Sensitive Areas
The Credit River is located North and East of the site and is an environmentally sensitive area. It was delisted as an impaired stream in 2012. Proper BMP's per the plans and NPDES permit shall be utilized throughout construction. Proposed environmentally sensitive areas include the wet sedimentation/infiltration basins.

Final stabilization
Final site stabilization methods are shown in the construction plans.

Soil Management
Existing topsoil will be stripped and preserved. Soil compaction will be avoided in areas not needing to be compacted, especially for the infiltration area. All areas to have vegetation re-established will receive 6" of topsoil covering.

Chemical treatments
No chemical treatments systems are proposed.

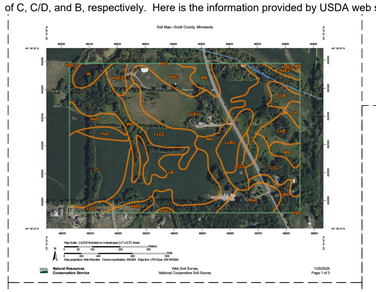
Documentation of Infeasibility
There is no infeasibility of construction foreseen for this project. If something changes, this swppp shall be amended.

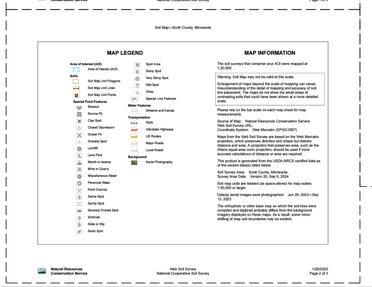
Environmental Review Stormwater Measures
There are no known environmental measures for this site. There are no stormwater pollution mitigation measures identified for archeological or other required local, state or federal review conducted for the project.

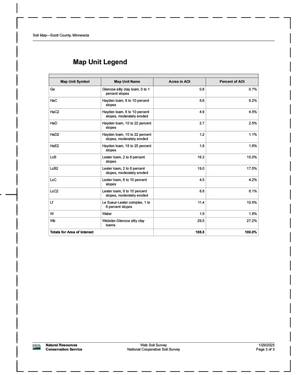
Karst Areas
There are no known karst areas within this site.

SWPPP Amendments
The SWPPP will be amended as necessary when there is a change in design, construction, operation, maintenance, weather or seasonal conditions that has a significant effect on the discharge of pollutants to surface waters or underground waters. The SWPPP may also be amended when inspections or investigations by site Owner or Operators, USEPA or MPCA officials indicate the SWPPP is not effective in eliminating or significantly minimizing the discharge of pollutants to surface waters or underground waters or that the discharges are causing water quality standard exceedances.

Soil Types
The majority of soil types found on this site are hayden loams, marsh, and webster glencoe silty clay loams which are a hydrologic soil group classification of C, C/D, and B, respectively. Here is the information provided by USDA web soil survey information.







Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ge	Glencoe silty clay loam, 0 to 1 percent slopes	0.6	0.7%
HaC	Hayden loam, 6 to 10 percent slopes	5.6	6.2%
HaC2	Hayden loam, 6 to 10 percent slopes, moderately eroded	4.5	4.9%
HaD	Hayden loam, 10 to 22 percent slopes	2.7	2.9%
HaD2	Hayden loam, 10 to 22 percent slopes, moderately eroded	1.2	1.1%
HaE2	Hayden loam, 18 to 25 percent slopes, moderately eroded	1.8	1.9%
LdB	Lester loam, 2 to 6 percent slopes	16.3	15.9%
LdB2	Lester loam, 2 to 6 percent slopes, moderately eroded	19.0	17.8%
LdC	Lester loam, 6 to 10 percent slopes	4.5	4.2%
LdC2	Lester loam, 6 to 10 percent slopes, moderately eroded	6.8	6.1%
Lf	Le Sueur-Lester complex, 1 to 6 percent slopes	11.4	10.3%
W	Water	1.9	1.8%
WaA	Waseca-Cleanse silty clay loams	29.5	27.3%
Totals for Area of Interest		105.8	100.0%

Inspections and Maintenance
The Operators SWPPP trained inspector will routinely inspect the entire construction site at least once every seven (7) days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours. Following an inspection that occurs within 24 hours after a rainfall event, the next inspection will be conducted within seven (7) days after the rainfall event. All inspections and maintenance conducted during construction will be recorded within 24 hours in writing and these records will be retained with the SWPPP. Records of each inspection and maintenance activity will include:
a. Date and time of inspections
b. Name of person(s) conducting inspections
c. Findings of inspections, including the specific location where corrective actions are needed
d. Corrective actions taken (including dates, times, and party completing maintenance (activities)
e. Date and amount of all rainfall events greater than 1/2 inch (0.5 inches) in 24 hours. Rainfall amounts must be obtained by a properly maintained rain gauge installed onsite, or a weather station that is within 1 mile of your location or a weather reporting system that provides site specific rainfall data from radar summaries.
f. If any discharge is observed to be occurring during the inspection, a record of all points of the property from which there is a discharge will be made, and the discharge should be described (i.e., color, odor, floating, settled, or suspended solids, foam, oil sheen, and other obvious indicators of pollutants) and photographed.
g. Any amendments to the SWPPP proposed as a result of the inspection will be documented as required in Section 6.1 within seven (7) calendar days.

Inspection Frequency Adjustment
a. Where parts of the project site have permanent cover, but work remains on other parts of the site, inspections may be reduced to once per month in those areas of permanent cover.
b. Where construction sites have permanent cover on all exposed soil areas and no construction activity is occurring anywhere on the site, the site will be inspected during non-frozen ground conditions at least once per month for a period of twelve (12) months.
c. Where work has been suspended due to frozen ground conditions, the inspections may be suspended. The required inspections and maintenance schedule will begin within 24 hours after runoff occurs at the site or 24 hours prior to resuming construction, whichever comes first.

Inspections and maintenance of temporary and permanent water quality management BMPs will be performed until another Permittee has obtained coverage under this Permit or the project has undergone Final Stabilization, and an NOT has been submitted to the MPCA. All erosion prevention and sediment control BMPs and Pollution Prevention Management Measures will be inspected to ensure integrity and effectiveness during all routine and post-rainfall event inspections. All nonfunctional BMPs will be repaired, replaced, or supplemented with functional BMPs by the end of the next business day after discovery. The following inspection and maintenance requirements will be complied with:
a. All perimeter control devices will be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches (1/2) of the height of the device. These repairs will be made by the end of the next business day after discovery, or thereafter as soon as field conditions allow access.
b. Temporary and permanent sedimentation basins must be drained and the sediment removed when the depth of sediment collected in the basin reaches (1/2) the storage volume. Drainage and removal will be completed within 72 hours of discovery, or as soon as field conditions allow access.
c. Surface waters, including drainage ditches and conveyance systems, will be inspected for evidence of erosion and sediment deposition during each inspection. All deltas and sediment deposited in surface waters, including drainage ways, catch basins, and other drainage systems will be removed. Areas of exposed soil at removal locations will be re-stabilized. The removal and stabilization will take place within seven (7) days of discovery unless precluded by legal, regulatory, or physical access constraints.
d. Construction site vehicle exit locations will be inspected for evidence of off site sediment tracking onto paved surfaces. Tracked sediment must be removed from all paved surfaces both on and off site within 24 hours of discovery, or if applicable, within a shorter time to comply with the permit.
e. Streets and other areas adjacent to the project will be inspected for evidence of off site accumulations of sediment. If sediment is present, it must be removed in a manner and at a frequency sufficient to minimize off site impacts.

All infiltration, filtration, and bioretention areas must be inspected to ensure that no sediment from ongoing construction activity is reaching the infiltration area, and that equipment is not being driven across those areas.

Storage, Handling, and Disposal of Construction Products, Materials, and Wastes
Building products that have the potential to leach pollutants must be under cover (e.g., plastic sheeting or temporary roofs) to prevent the discharge of pollutants or protected by a similarly effective means designed to minimize contact with stormwater. Pesticides, herbicides, insecticides, fertilizers, treatment chemicals, and landscape materials must be under cover (e.g., plastic sheeting or temporary roofs) to prevent the discharge of pollutants or protected by similarly effective means designed to minimize contact with stormwater.
Hazardous materials, toxic waste, (including oil, diesel fuel, gasoline, hydraulic fluids, paint solvents, petroleum-based products, wood preservatives, additives, curing compounds, and acids) must be properly stored in sealed containers to prevent spills, leaks or other discharge. Restricted access storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste or hazardous materials must be in compliance with Minn. R. ch. 7045 including secondary containment as applicable. Solid waste will be stored, collected and disposed of properly in compliance with Minn. R. ch. 7035. Portable toilets will be positioned so that they are secure and will not be tipped or knocked over. Sanitary waste must be disposed of properly in accordance with Minn. R. ch. 7041.

Fueling and Maintenance of Equipment or Vehicles
Spill Prevention and Response: Reasonable steps must be taken to prevent the discharge of spilled or leaked chemicals, including fuel, from any area where chemicals or fuel will be loaded or unloaded including the use of drip pans or absorbents unless infeasible. Fueling must be done in a contained area unless infeasible. Adequate supplies must be available at all times to clean up discharged materials and that an appropriate disposal method is available for recovered spilled materials. Spills must be reported and cleaned up immediately as required by Minn. Stat. § 115.061, using dry clean up measures where possible. No fuel storage tanks in excess of 1000 gallons will be onsite during construction. All onsite fuel storage tanks shall have secondary protection for spills.

Vehicle and Equipment Washing
Washing of vehicles must be limited to a defined area of the site. Runoff from the washing area will be contained in a sediment basin or other similarly effective controls and waste from the washing activity will be properly disposed of. Soaps, detergents, or solvents must be properly stored. No engine degreasing is allowed on site.

Concrete and Other Washouts Waste
Effective containment must be used for all liquid and solid wastes generated by washout operations (concrete, stucco, paint, form release oils, curing compounds and other construction materials) related to the construction activity. The liquid and solid washout wastes must not contact the ground, and the containment must be designed so that it does not result in runoff from the washout operations or areas. Liquid and solid wastes must be disposed of properly and in compliance with MPCA rules. A sign must be installed adjacent to each washout facility that requires site personnel to utilize the proper facilities for disposal of washout wastes. All concrete trucks shall have a self-contained collection system for washouts and no concrete trucks will be allowed to washout onto the site. Curb machines or concrete pavers may be washed out on site provided that it is done on the road grade and no washout water leaves the road grade.

Final Stabilization
All disturbed areas to be re-vegetated shall receive a minimum of 6” of topsoil and be seeded according to the Seeding plan as shown in the final construction plans.
It is anticipated that sufficient topsoil will be obtained from excavations on-site. On-site topsoil shall be considered acceptable for re-use. If topsoil borrow is required, it shall meet the requirements of Mn/DOT 3877. All disturbed areas shall be stabilized within the time frames as specified in the NPDES Permit. Within 30 days after final site stabilization, the Owner shall submit a NOT.
Final Stabilization is not complete until all of the requirements below are met:
1. All soil disturbing activities at the site have been completed and all soils are stabilized by a uniform perennial vegetative cover with a density of 70 percent of its expected final growth density over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions.
2. The permanent stormwater management system is constructed, meets all requirements in Part III.D. of the permit and is operating as designed. Temporary or permanent sedimentation basins that are to be used as permanent water quality management basins have been cleaned of any accumulated sediment. All sediment has been removed from conveyance systems and ditches are stabilized with permanent cover.
3. All temporary synthetic and structural erosion prevention and sediment control BMPs (such as silt fence) have been removed. BMPs designed to decompose on site (such as some compost logs) may be left in place.
4. For residential construction only, individual lots are considered finally stabilized if the structure(s) are finished and temporary erosion protection and downgradient perimeter control has been completed and the residence has been sold to the homeowner. Additionally, the Permittee has distributed the MPCA’s “Homeowner Fact Sheet” to the homeowner to inform the homeowner of the need for, and benefits of, permanent cover.
5. For construction projects on agricultural land (e.g., pipelines across crop, field pasture or range land) the disturbed land has been returned to its preconstruction agricultural use.

Transfer of Ownership
If lots are sold and residential home construction is to begin prior to final site stabilization, a Notice of Termination/Permit Modification Form will be used to transfer the permit to the Owner of the lot. The new permittee will be responsible for all conditions of the original SWPPP.

PROBE ENGINEERING COMPANY, INC.
CONSULTING ENGINEERS, PLANNERS and LAND SURVEYORS
1000 EAST 146th STREET, BURNSVILLE, MINNESOTA 55337 PH (952)432-3000

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

DESIGNED | CHECKED
DRAWN | DATE 2/13/2025
SCALE AS SHOWN
JOB NO. 18722.01

SWPPP
CARDINAL PASS SECOND ADDITION
CITY OF CREDIT RIVER, MINNESOTA

SHEET 9.0
REV. 5

May 26, 2026 - G:\Plats\Scott County\CARDINAL PASS 2ND ADDITION\PLANS\CARDINAL PASS 2ND SWPPP.dwg

CITY OF CREDIT RIVER
SCOTT COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2026-17

A RESOLUTION APPROVING A FINAL PLAT FOR A DEVELOPMENT KNOWN AS CARDINAL PASS 2nd 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, CARDINAL PASS

WHEREAS, the Developer desires to plat the subject property into various lots as shown on the final plat for a development entitled Cardinal Pass 2nd Addition. The most recent revision of said Final Plat and plans updated May 27, 2026 (unless otherwise noted) were prepared by Probe Engineering and Stonebrooke Engineering containing the following sheets:

a. Cardinal Pass 2nd Addition Final Plat
b. Construction Plans for Cardinal Pass Second Addition, dated 5/27/2026 prepared by Probe Engineering Company, Inc.
c. Specifications and Contract Documents for Cardinal Pass Second Addition, dated 5/27/2026 prepared by Probe Engineering Company, Inc.
d. Cardinal Pass 2nd Addition Stormwater Management Plan, dated May 5, 2026, prepared by Stonebrooke Engineering, Inc.
e. Wetland Buffer Establishment Plan for Cardinal Pass Second Addition

(the "Site Plans"); and

WHEREAS, the Preliminary Plat for the Subject Property was previously approved with conditions by Resolution 2026-10; 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 (Second Addition) is consistent with the approved Preliminary Plat; and

2. There are minor technical issues to be resolved prior release of the plat for final recording, and approval of construction plans; and

3. A Final Plat prepared by Probe Engineering is attached hereto as “Exhibit A”.

NOW, THEREFORE, be it resolved that the Final Plat for CARDINAL PASS 2ND ADDITION, prepared by Probe 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 July 31, 2025 and July 30, 2025, respectively (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 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. Financial security in a form required by the City and approved by the City Attorney and in an amount approved by the City Engineer has been provided by the Developer. The Developers 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 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 Developers Agreement between the City and the Developer.

6. The approval of the Final Plat shall terminate if a Developers Agreement has not been entered into between the City and Developer by June 7, 2027.

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 June 7, 2027.

8. If the Subject Property is subject to a mortgage, the Developer shall 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 Developer's Agreement.

10. 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 Developers 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 as approved by the City Engineer.

11. The Developer shall be responsible for obtaining and complying with all necessary permits from any other governmental agencies.

12. The Developer shall obtain Scott County Environmental Services approval for the proposed placement of individual sewage treatment systems on all lots within the plat.

13. 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 the required easements.

14. The Developer shall be responsible for storm sewer cleaning and holding pond dredging, as required, by the City prior to completion of the development of the Subject Property.

15. 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.

16. Final plans shall be in accordance with the City of Credit River City Code, the approved Credit River standard details and Engineering Manual.

Adopted and approved by the City Council of the City of Credit River on a vote of ____ ayes and ____ nays effective on the 1th day of June, 2026.

Approved:

_____
Chris Kostik, Mayor

Attested:

_____
Lynda Jirak, City Clerk

AGENDA ITEM NO. 7.3

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 1, 2026
SUBMITTED BY:	Claire Stickler,Planning
ITEM TYPE:	Agenda Report
AGENDA SECTION:	General Business
SUBJECT:	Development Agreement for Cardinal Pass Second Addition
BACKGROUND:	Development Agreement for Cardinal Pass Second Addition
SUGGESTED ACTION:	Approve the Development Agreement for Cardinal Pass Second Addition
ALTERNATIVES:	Deny the Development Agreement
	Approve the Development Agreement with Changes

ATTACHMENTS:

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Reserved for recording data

CITY OF CREDIT RIVER
SCOTT COUNTY
DEVELOPMENT AGREEMENT

CARDINAL PASS SECOND EDITION

THIS DEVELOPMENT AGREEMENT, the "Agreement" entered into this ___ day of _____, 2026 by and between the City of Credit River, a Minnesota municipal corporation, referred to herein as the "City", and Haven Development 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 "Cardinal Pass Second Edition" 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 12 single-family homes, including public streets and other improvements to be called "Cardinal Pass Second Edition", 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, stormwater and utility conveyances, stormwater ponds, street signs, wetland buffer 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 Cardinal Pass Second Edition 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:

- Construction Plans for Cardinal Pass Second Addition, dated 5/27/2026 prepared by Probe Engineering Company, Inc.
- Specifications and Contract Documents for Cardinal Pass Second Addition, dated 5/27/2026 prepared by Probe Engineering Company, Inc.
- Cardinal Pass 2nd Addition Stormwater Management Plan, dated May 5, 2026, prepared by Stonebrooke Engineering, Inc.
- Wetland Buffer Establishment Plan for Cardinal Pass Second Addition

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 Cardinal Pass Second Edition shall be installed by August 31, 2027; provided, however the second and final wear course lift of bituminous pavement shall be installed upon the public streets after June 1st but before August 31st, 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 $1,037,500.00 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 (30) 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 $50,000 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 under 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 $30,000.00 (12 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 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:	Haven Development, LLC Attn: Garry Tupy, President 5505 Cottonwood Lane Prior Lake, MN 55372 Email: _____
with a copy to:	_____ Attn: _____ _____ _____ Email:_____

25. **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: _____
Lynda Jyrak, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Chris Kostik and Lynda Jyrak, the Mayor and City Clerk, respectively, of the City of Credit River, a Minnesota municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

HAVEN DEVELOPMENT LLC

By: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Garry Tupy, the President of Haven Development LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

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

EXHIBIT A TO
DEVELOPMENT AGREEMENT

Legal Description of the Development Property

Legal Description:
OUTLOT A, CARDINAL PASS, Scott County,
Minnesota, according to the recorded plat thereof.

SITE AREA
44.87 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

EXHIBIT B TO
DEVELOPMENT AGREEMENT
Preliminary Plat

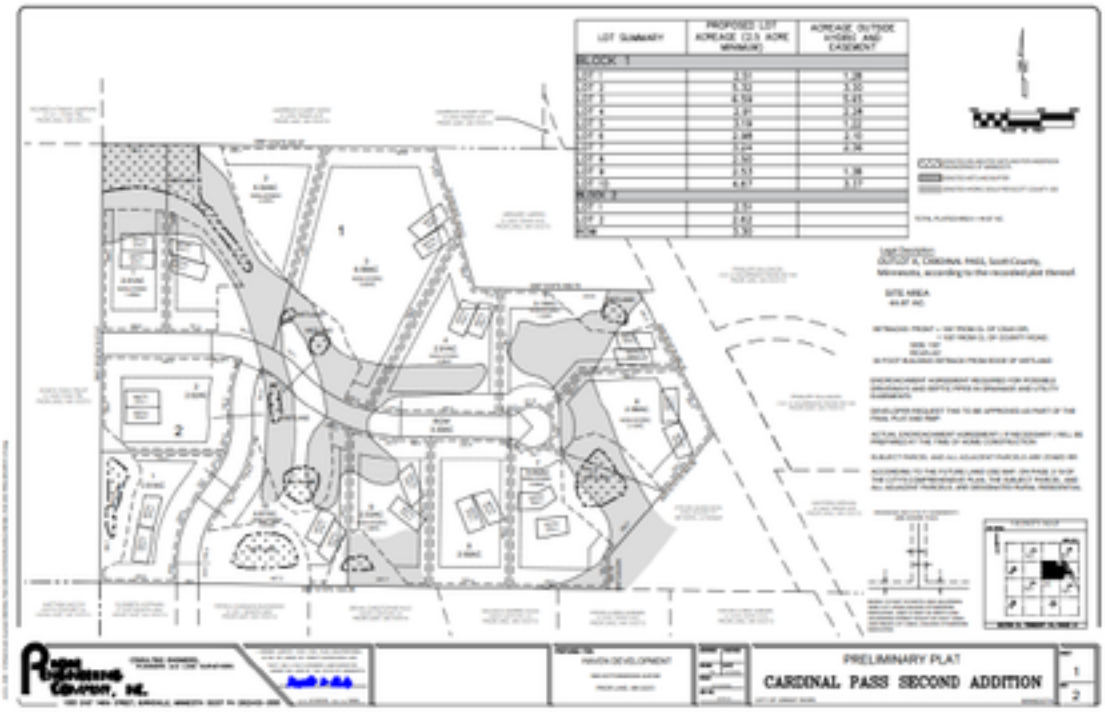


EXHIBIT C TO
DEVELOPMENT AGREEMENT
Final Plat

