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# CITY OF ST. JOSEPH

## St. Joseph Planning Commission

Monday, January 12th, 2026

6:00 PM

St. Joseph Council Chambers

75 Callaway St E

**\*\*The meeting will also be available through Zoom\*\***

1. Call to Order
2. Pledge of Allegiance
3. Agenda Review and Adoption
4. Election of Chair and Vice Chair for 2026
5. Introduction of New PC member
6. Public Comment
7. Minutes – December 8<sup>th</sup>, 2025
8. New Business
  - a. Joint Planning Board member appointments
  - b. Future Land Use Amendment **PUBLIC HEARING**
  - c. Rezoning **PUBLIC HEARING**
  - d. Preliminary Plat **PUBLIC HEARING**
9. Old Business
  - a. Zoning Amendment – Tattoo Shops and Definitions for Beauty Salon and Tattoo Shop  
**PUBLIC HEARING**
10. Other Business
  - a. Rural Residential Zoning Ordinance – Discussion
  - b. General Updates
11. Adjourn

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## ZOOM INFORMATION

### Join Zoom Meeting

<https://us06web.zoom.us/j/87642407431?pwd=bXlkL3NlM2VKNXVMdmk2MC91b1YxUT09>

Meeting ID: 876 4240 7431

Passcode: 797162

One tap mobile

+19292056099,,87642407431#,,,,\*797162# US (New York)

Dial by your location

Find your local number: <https://us06web.zoom.us/u/kblhxKat7W>

75 Callaway Street East | Saint Joseph, Minnesota 56374

Email: [cityoffices@cityofstjoseph.com](mailto:cityoffices@cityofstjoseph.com) | Phone: 320.363.7201 | Fax 320.363-0342

Pursuant to due call and notice thereof, the Planning Commission for the City of St. Joseph met on Monday, December 8th, 2025, at 6:00 PM in the St. Joseph City Hall opening with the Pledge of Allegiance.

Planning Commission Members Present: Commissioners Keith Louwagie, Carmie Mick, Andrew Mooney, Mark Thompson, Isabella Margl, Gina Dullinger

Staff Present: Nate Keller

Public Comments: None

Agenda Review & Adoption: **Thompson made a motion to approve Agenda Review & Adoption. The motion was seconded by Louwagie and passed unanimously.**

New Business

**6a. C.U.P. Dockendorf PUBLIC HEARING**

MPBC Property Management is proposing to have outdoor storage of items at property identified as 7956 Sterling Drive. The storage items will all be items associated with the Beeline property located at 8805 Ridgewood Ct. (watercraft, cars, trailers, motorcycles/atv's, lawn mowers, etc.)

Questions were asked about: who and when would the property be accessed, would customers being coming to and from the site, future buildings on the site and development of the site, and more.

**Margl opened the public hearing at 6:27PM**

No one spoke at the hearing.

**Margl closed the public hearing at 6:27PM**

**Dullinger made a motion to approve Resolution PC2025-026 with the added conditions of paved hard surface entrance, max impervious percentage shall adhere to the max of 80% per ordinance. The motion was seconded by Mooney and passed unanimously.**

**6b. Variance Dockendorf PUBLIC HEARING**

MPBC Property Mangemant is proposing to surface their outdoor storage area with class 2 gravel. This proposal requires a variance as ordinance requires hard surfacing for any outdoor parking (hard surfacing is concrete, asphalt, pavers, or similar surface).

**Margl opened the public hearing at 6:30PM**

No one spoke at the hearing.

**Margl closed the public hearing at 6:31PM**

**Dullinger made a motion to approve Resolution PC2025-027A with the added conditions of paved hard surface entrance, max impervious percentage shall adhere to the max of 80% per ordinance. Motion was seconded by Louwagie and passed 5-1.**

**6c. Data Center Research and Zoning Ordinance**

Keller updated the Commission that it is likely research on this topic will occur throughout 2026 as time permits.

**6d. Comprehensive Plan Implementation – Status**

Keller provided one highlight and one area of opportunity for each Chapter of the Comprehensive Plan. Keller reminded the Commission of the importance of the Comprehensive Plan and timelines. The current Comprehensive Plan was adopted in 2018 and a new Comprehensive Plan will occur around 2028.

**6e. 2026 Land Use Submittal deadlines**

**Thompson made a motion to approve the 2026 Land Submittal and Meeting Calender, Motion was seconded by Mick and passed unanimously.**

Old Business

**7a Zoning Amendment – Tattoo Shops and Definitions for Beauty Salon and Tattoo Shop**

Keller shared a preliminary draft of how an ordinance amendment to permit Tattoo Shops as well as define Tattoo Shops and Beauty Salon would be proposed. Questions were asked about Body Art and if various uses would fit under the current drafted definition. Keller will likely bring forth these changes to the next PC meeting with formal public hearing.

Other Business:

a. General Updates

Keller updated Commission on: CEC Conference, Monastery, Kuepers breaking ground, TA grant for River's Bend trail connecting to trail on College Ave/CR 121, and award for St. Joseph project occurring in January.

**Adjourn: Mick moved to adjourn the meeting at 6:54PM. The motion was seconded by Thompson and passed unanimously.**

Minutes approved by:

Nate Keller  
Community Development Director



**Planning Commission Agenda Item's 8a, 9a,  
and 10a**

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**MEETING DATE:** January 12<sup>th</sup>, 2026  
**AGENDA ITEM:** 8a, 9a, 10a  
**ACTION REQUESTED:** 8a – Motion for two members of the Planning Commission to be appointed to the Joint Planning Board  
  
9a – Motion on Ordinance Resolution PC2026-004  
Motion on Summary Publication PC2026-005  
  
10a – discussion only

**PREVIOUS PLANNING COMMISSION ACTION:**

8a – these appointments are made annually

9a – discussion and direction provided at the last two Planning Commission meetings

10a – brief discussion several months ago

**BACKGROUND INFORMATION:**

**8a Joint Planning Board member appointments**

Every January appointments are recommended for the Joint Planning Board (JPB). The JPB meets as needed typically on the 2<sup>nd</sup> Tuesday of the month at 7PM. The JPB usually meets once or twice a year.

**9a Zoning Amendment – Tattoo Shops and Definitions for Beauty Salon and Tattoo Shop**

Staff have brought back a final draft ordinance amendment for Tattoo Shops and Beauty Salon. The amendment:

- Adds a definition for Tattoo Shop and Body Art use and where the use is allowed (allowed in B-1 Central Business District and B-2 Highway Corridor District)
- Adds a definition for Beauty Salon

A public hearing is required, and staff are asking for motion to approve the ordinance resolution and summary publication. Recommendation will be forwarded to Council for their meeting on the 20<sup>th</sup>.

**10a Rural Residential Zoning Ordinance**

**1. Purpose and Background**

- The City Council has expressed interest in exploring smaller residential lots served by private well and/or septic systems.
- Under the current Rural Residential zoning district, the minimum lot size is 10 acres.
- The existing Rural Residential district was originally created to accommodate annexed properties and allow continuation of rural uses (e.g., agriculture, farming, feedlots).
- Allowing smaller lots would require either:
  - Creation of a new zoning district, or
  - Amendment to the existing Rural Residential district.
- Any such change would require clearly defined standards, including:
  - Minimum lot sizes
  - Utility provisions (well and/or septic)
  - Location limitations
  - Additional development requirements

**2. Reason for Exploring This Topic**

- Infrastructure constraints limit residential development in certain areas:
  - Water extensions are generally feasible for single-family housing.
  - Sewer extensions are the primary constraint.
  - Many areas require lift stations, which involve:
    - High capital costs
    - Ongoing operational and logistical challenges.
- These constraints have slowed or prevented residential growth.
- The Council is interested in exploring allowance of rural development standards to encourage additional single-family housing growth.

### **3. Key Policy Considerations**

- Septic-served residential development should:
  - Be located at or near the City's boundary edges.
  - Avoid creating isolated "pocket" neighborhood where the development is surrounded by developments that have full city utilities or so as to prevent islands from forming once city utilities do get extended to surrounding properties
  - Be limited to clearly defined and transparent locations that are clear to the public, staff, and future Councilors.
- Future annexation areas and city growth potential must be considered, as:
  - City boundaries may shift over time.
  - This is particularly relevant south of the I-94 corridor if Orderly Annexation Agreements change.

### **4. Coordination with Septic Authorities**

- Staff consulted with septic system designers regarding smaller-lot subdivisions.
- Key recommendations include:
  - Establishing a Memorandum of Understanding (MOU) or similar agreement with the County, which inspects and approves septic systems. County has the expertise to review developments with septic.
  - Requiring early coordination with the County during preliminary plat review to determine feasibility and compliance.

### **5. Staff Observations and Early Guidance**

- Ensure a transparent process with clearly mapped areas where this development type may be allowed. This helps situate current and future Councils with clear understanding on where developments of this type would be permissible.
- Severely limit these developments to avoid septic development surrounded by municipal utilities.
- This should not be pursued solely at a developer's request to avoid utility extension costs.
- Require early septic review by Stearns County during concept and preliminary plat stages.
- Strongly consider requiring municipal water service while allowing septic:
  - Failed wells create greater long-term risks than failed septic systems.
- Consider placing a density max within the ordinance. Having a max density for example can prevent a developer from requesting a multi-phase development approval for 100+ single family lots. Caping how many lots would be allowed would also prevent potential complications of trying to serve a large scale development if multiple septic systems fail
- Ongoing coordination between the Planning Commission and City Council throughout the development of this topic is critical

### **6. Ordinance Development Process**

- A new or amended ordinance would be required to establish regulatory parameters.
- Proposed process:
  - Use the next several months to develop and refine ordinance language.
  - Engage in cross-collaboration with City Council and Planning Commission.
  - Target April for potential consideration of ordinance action and adoption.

- Draft ordinance language is being worked on and will be shared next month

## 7. Location and Applicability Criteria

Any zoning district allowing private well and/or septic should:

- Be limited to a small number of specific locations.
- Be near City growth boundaries where:
  - Utility extension is not feasible, and
  - Physical or infrastructure constraints exist.
- Be adjacent to existing Rural Residential areas and City boundaries.
- Not be allowed where City utilities:
  - Already exist, or
  - Can be reasonably extended.
- Examples of appropriate areas include those with:
  - Significant infrastructure limitations
  - Reliance on lift stations
  - Inability to serve the area with gravity sewer systems
- Maps are included to support discussion and will be reviewed by staff.

## 8. Potential Ordinance Pathways

- **Option 1**
  - Allow septic systems
  - Require municipal water service
  - Minimum lot size: *~1 acre* (to be evaluated and discussion needed)
- **Option 2**
  - Allow private well and septic
  - Minimum lot size: *~1.5 acres* (to be evaluated and discussion needed)
- **Option 3**
  - Amend the existing Rural Residential district
  - Allow smaller lots through a Conditional Use Permit process
  - Permit septic but require water hookups
  - Apply strict limitations to avoid widespread CUP-based subdivisions

## 9. Reference Materials

- An example ordinance from the City of Sartell is included:
  - Allows rural residential development with septic and well.
  - Two subdivisions have been developed under this framework.
  - Includes:
    - Larger utility easements
    - Provisions for future municipal utility connections
- Please note for any subdivision a Developer Agreement is required and would include:
  - Site-specific conditions tied to the development

## Items for the Commission to consider and discuss

- General questions/answers from Commission members on the topic
- Require at least water connections for these developments or allowing both well and septic
- appropriate lot sizes
- appropriate maximum subdivision density
- ways to limit this type of development and appropriate areas the development should be allowed
- Specific conditions or items of importance that should be considered for this type of development

**ATTACHMENTS:** Maps showing service areas  
 City of Sartell Ordinance (navigate to the Rural Residential District-  
<https://cms5.revize.com/revize/sartell/Title%2010%20Zoning%20Regulations%20RV%202025%20KH%20Edits.pdf?t=202511251020390&t=202511251020390>)



CITY OF ST. JOSEPH

Planning Commission Agenda Items: 8b, 8c, 8d

**MEETING DATE:** January 12<sup>th</sup>, 2025  
**AGENDA ITEMS:** 8b – Future Land Use Amendments  
8c – Rezoning  
8d – Preliminary Plat

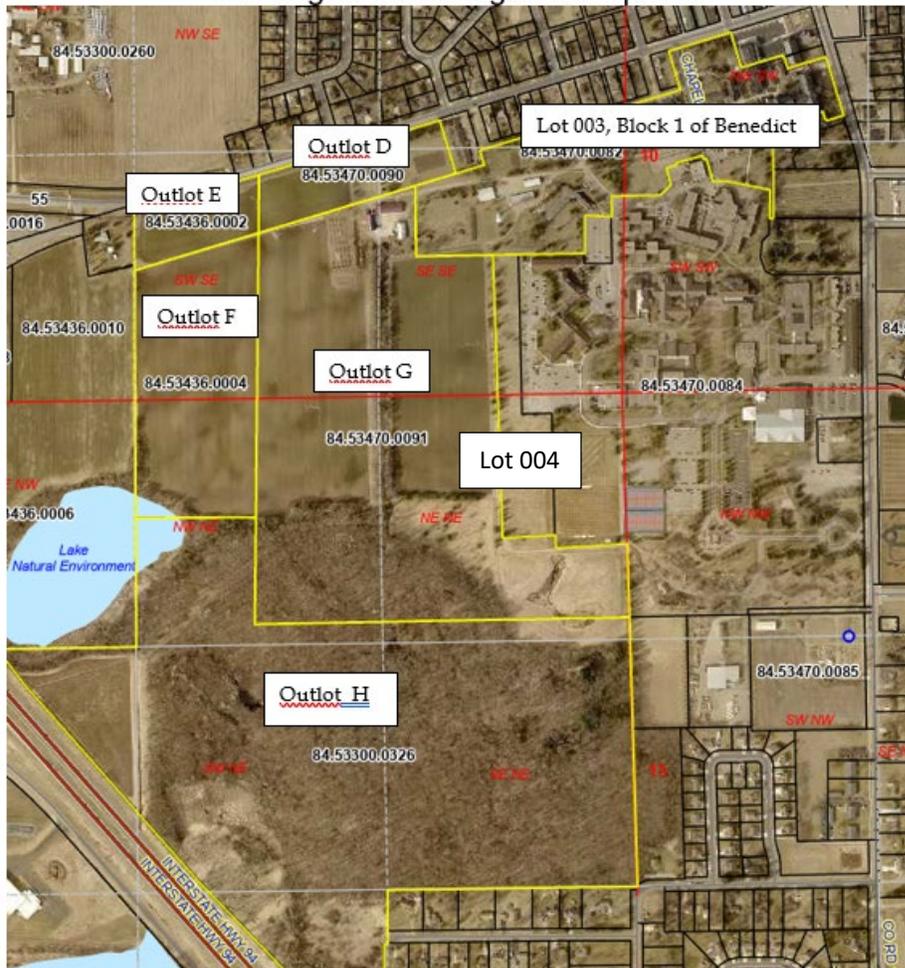
**PREVIOUS PLANNING COMMISSION ACTION:** None

**BACKGROUND INFORMATION:**

The Sisters of St. Ben’s are in the process of finalizing plans for their new Monastery. The plans include consolidating many of their functions (housing, monastery, chapel, etc.) into one building. The proposed building would be placed between the lot lines of Lot 003, Block 1 of Benedict Addition, Outlot D of Benedict Addition, and Outlot G of Benedict Addition. Since buildings are not allowed over lot lines multiple actions are triggered from the proposal.

**EXHIBIT A**

Existing Lots and Legal Descriptions



The proposal consolidates multiple existing outlots into a single parcel to accommodate the new building. This consolidation triggers several rezoning and future land use amendments (amending the Comprehensive Plan Future Land Use map) as many of the outlots are zoned differently. The access to the new Monastery would line up with the 6<sup>th</sup> Ave NW Road directly to the North.

The intent of the rezones and amendments are to place the new unified lot entirely within the Educational and Ecclesiastical zoning district. The table below summarizes each lot’s current zoning, proposed rezoning, existing Comprehensive Plan guidance, and the proposed Future Land Use amendment. The total acreage for all the lots is approximately 253.

Current Description	Proposed Description	Current Zoning	Proposed Rezoning	Current Future Land Use Guidance from Comprehensive Plan	Proposed Future Land Use Guidance
And Lot 004 Lot 003, Block 001 of Benedict Plat	Lot, 001, Block 001 of Benedict Second Addition	Educational and Ecclesiastical	No change	Educational	No change
<u>Outlot D</u>	Incorporated into Lot 1, Block 1 of Benedict Second Addition	R-1 Single Family	Educational and Ecclesiastical	Community Oriented Mixed Use	Educational
<u>Outlot E</u>	Incorporated into Lot 1, Block 1 of Benedict Second Addition	B-3 General Business	Educational and Ecclesiastical	Community Oriented Mixed Use	Educational
<u>Outlot F</u>	Incorporated into Lot 1, Block 1 of Benedict Second Addition	B-3 General Business	Educational and Ecclesiastical	Community Oriented Mixed Use	Educational
<u>Outlot G</u>	Incorporated into Lot 1, Block 1 of Benedict Second Addition	Educational and Ecclesiastical	No change	Educational, Public, and Community Oriented Mixed Use	Educational
<u>Outlot H</u>	Incorporated into Lot 1, Block 1 of Benedict Second Addition	Rural Residential	Educational and Ecclesiastical	Public	Educational

Upon approval of the Preliminary Plat, Rezone, and Land Use Amendment the next steps would be:

- Final Plat application (requires PC and Council approval)
- Site Plan application (administrative submittal and review)
- Building permit

Anticipated construction would be Spring/Summer of 2026.

Staff have reviewed the plat and the only comment is to dedicate appropriate easements along the side, rear, and front of the property at time of final plat.

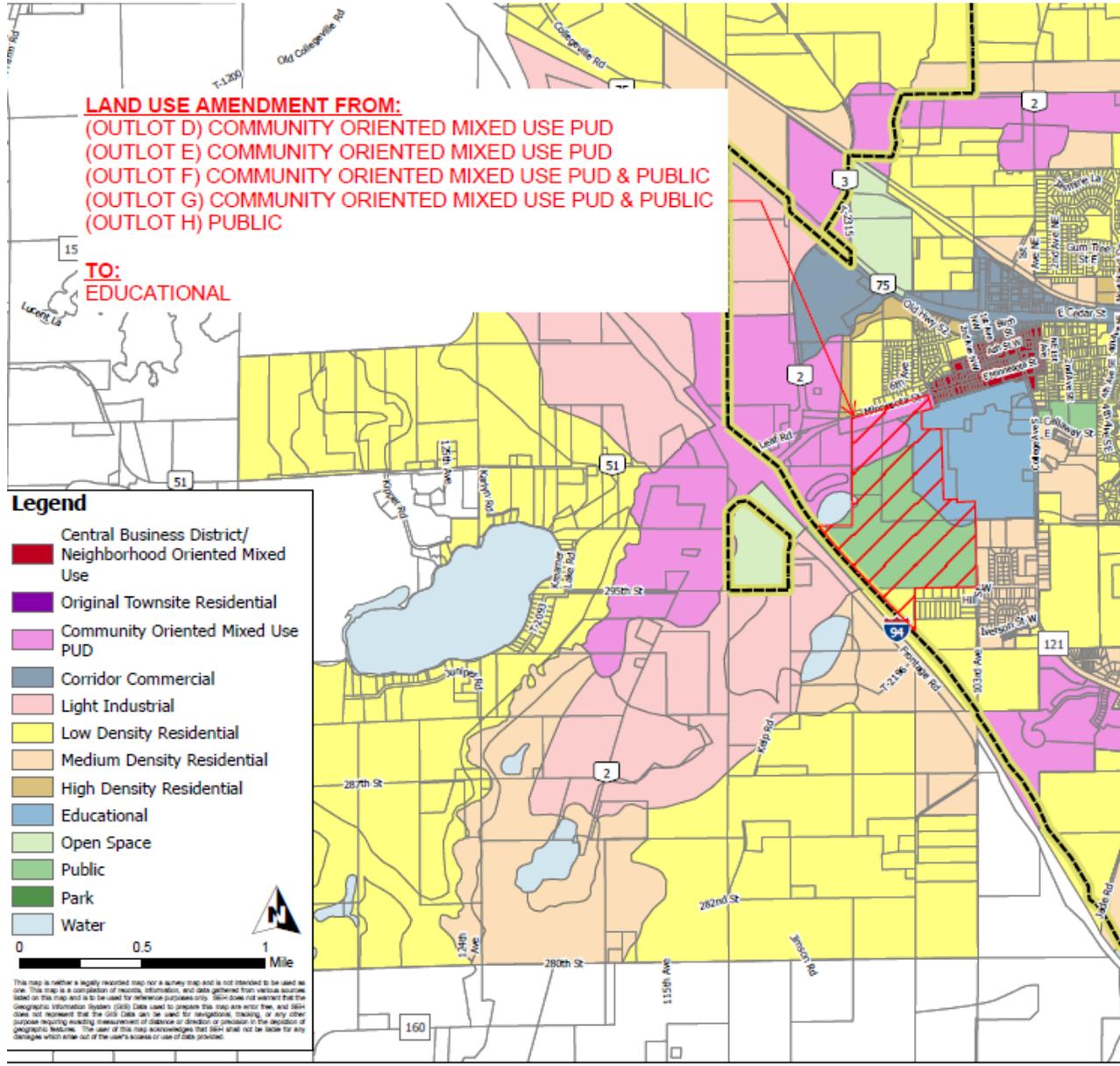
- ATTACHMENTS:**
- Preliminary Plat application
  - Rezoning application
  - Future Land Use amendment application
  - Preliminary plat exhibits
  - Rezoning exhibit
  - Future Land Use exhibit
  - Preliminary Plat Resolution
  - Rezone resolution
  - Future Land Use Resolution

**REQUESTED PLANNING COMMISSION ACTION:**

1. Open and close **public hearing** for Future Land Use amendment
2. Motion on resolution PC2026-001
3. Open and close **public hearing** for Rezoning Applications
4. Motion on resolution PC2026-002
5. Open and close **public hearing** for Preliminary Plat
6. Motion on resolution PC2026-003



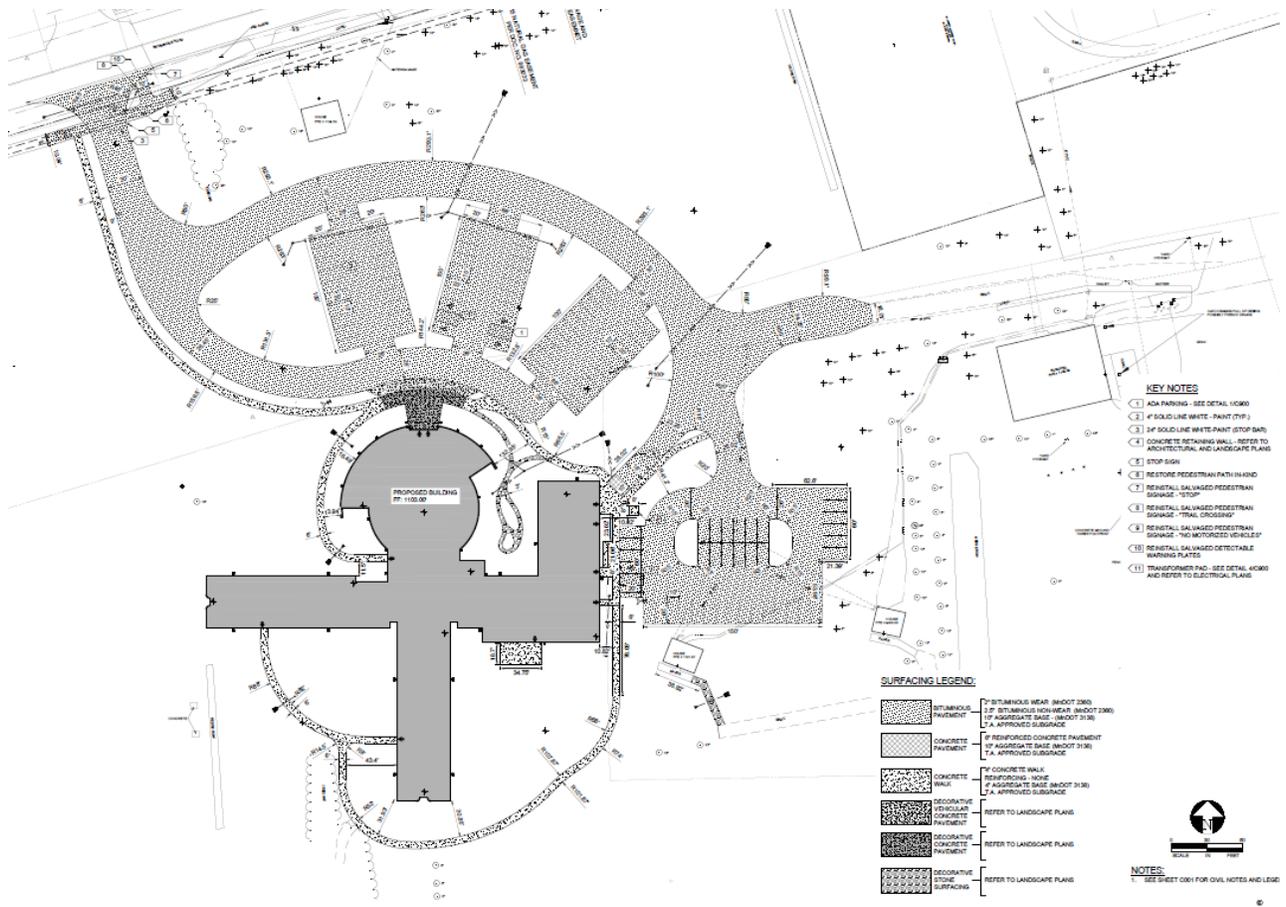
# Future land use map





253 acres  
approximately

This outlet will also be combined



- KEY NOTES**
- 1) ADA PARKING - SEE DETAIL 10300
  - 2) 4" SOLID LINE WHITE PAINT (TYP)
  - 3) 3" SOLID LINE WHITE PAINT STOP BARS
  - 4) CONCRETE RETAINING WALL - REFER TO ARCHITECTURAL AND LANDSCAPE PLANS
  - 5) STOP SIGN
  - 6) RESTORE PEDESTRIAN PATH IN LAND
  - 7) REINSTALL SALVAGED PEDESTRIAN SIGNAGE - "STOP"
  - 8) REINSTALL SALVAGED PEDESTRIAN SIGNAGE - "TRAIL CROSSING"
  - 9) REINSTALL SALVAGED PEDESTRIAN SIGNAGE - "NO MOTORISED VEHICLE"
  - 10) REINSTALL SALVAGED DETECTABLE WARNING PLATES
  - 11) TRANSFORMER PAD - SEE DETAIL 10300 AND REFER TO ELECTRICAL PLANS

**SURFACING LEGEND:**

[Pattern]	BITUMINOUS WEAR (SHOOT 2300)	2" BITUMINOUS SOLARWEAR (SHOOT 2300)
[Pattern]	CONCRETE PAVEMENT	IF REINFORCED CONCRETE PAVEMENT OF AGGREGATE BASE (SHOOT 2130) T.A. APPROVED SUBGRADE
[Pattern]	CONCRETE PAVEMENT	IF CONCRETE WALK RESURFACING NOISE OF AGGREGATE BASE (SHOOT 2130) T.A. APPROVED SUBGRADE
[Pattern]	DECORATIVE VEHICULAR CONCRETE PAVEMENT	REFER TO LANDSCAPE PLANS
[Pattern]	DECORATIVE CONCRETE PAVEMENT	REFER TO LANDSCAPE PLANS
[Pattern]	DECORATIVE STONE SURFACING	REFER TO LANDSCAPE PLANS



**NOTES:**  
1. SEE SHEET 0801 FOR CIVIL NOTES AND LEGEND



December 9, 2025

City of St. Joseph Community Development Department - Planning

75 Callaway Street East St. Joseph, MN 56374

Re: Sisters of the Order of Saint Benedict New Monastery and Chapel  
Land Use Amendment Narrative  
HGA Commission Number 2763-004-01

To whom it may regard,

The Sisters of the Order of Saint Benedict ("the Sisters") are seeking approval to amend the land use for five outlots which are currently part of the Benedict Plat. Outlot D (currently classified as "Community Oriented Mixed Use PUD"), Outlot E (currently classified as "Community Oriented Mixed Use PUD"), Outlot F (currently classified as "Community Oriented Mixed Use PUD" & "Public"), Outlot G (currently classified as "Community Oriented Mixed Use PUD" & "Public" as well as "Educational"), and Outlot H (currently classified as "Public") would all be reclassified as "Educational" with the approval of the proposed land use amendment.

The proposed land use amendment would allow the Sisters to move out of their existing buildings into the new monastery which is smaller and more right-sized. This will have a positive impact on the local community by allowing their existing buildings to be used for dynamic educational purposes that can benefit many other groups of people. Considering that the monastery and chapel development facilitated by the proposed land use amendment will be adjacent to the College of Saint Benedict campus as well as additional properties owned by the Sisters, the intended use and condition will remain consistent with the surrounding community and properties in the immediate vicinity.

Considering that the amended land uses on the outlots would be revised from Public Space and Community Oriented Mixed Use, the proposed density of the monastery campus will likely be comparable to the expected densities of the previously planned land uses. Similarly, traffic generated by the proposed development will likely be comparable in the proposed land use condition as compared to the previously planned land uses. It could be reasonably expected that the proposed development would generate lower traffic volumes on typical weekdays and comparable traffic volumes on weekends and holidays

Sisters of the Order of Saint Benedict New Monastery and Chapel

December 19, 2025

Page 2

as compared to the previously planned land uses comprised of Community Oriented Mixed Use and Public Spaces.

Sincerely,

A handwritten signature in black ink that reads "Brad McDermid". The signature is written in a cursive, flowing style.

Brad McDermid

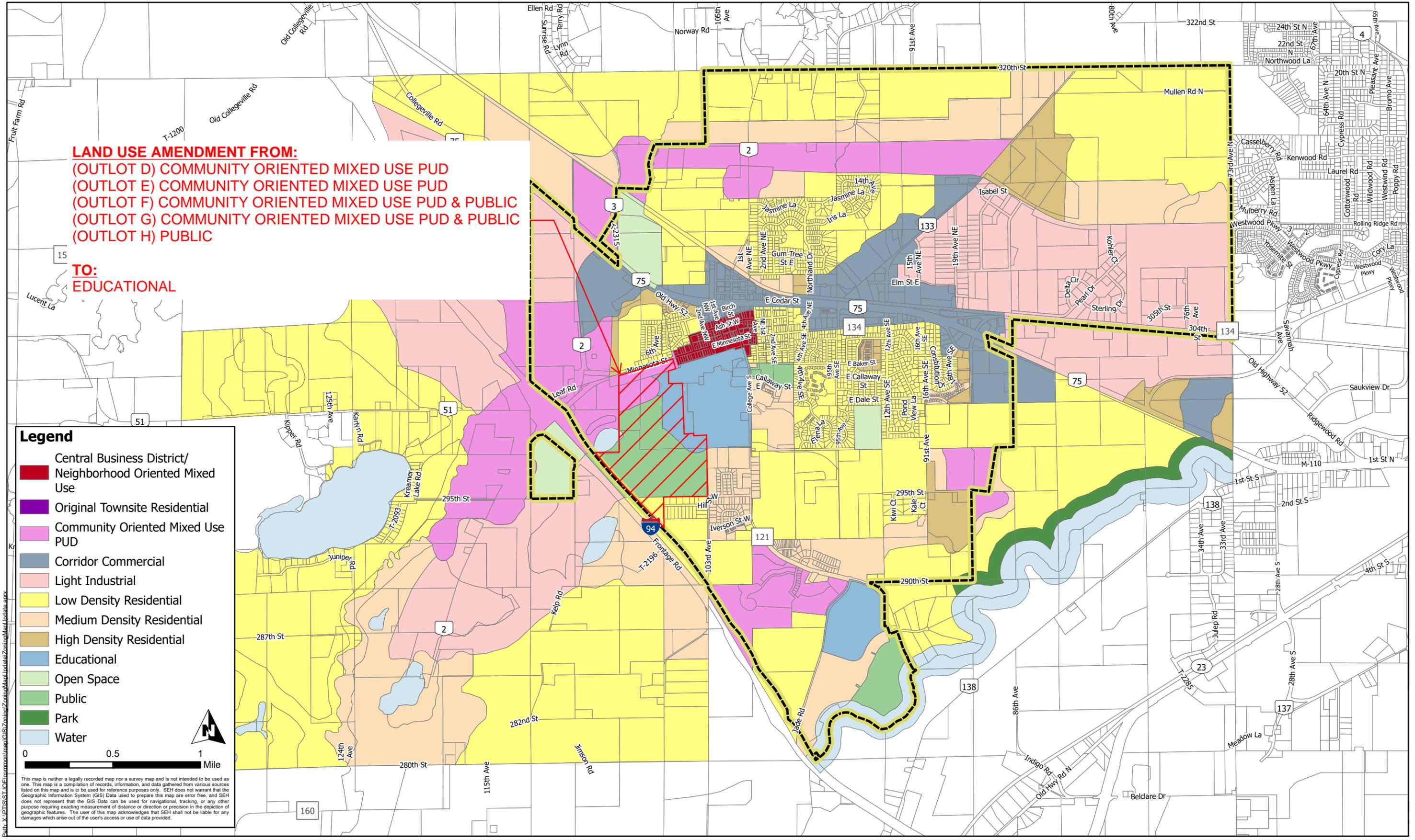
Civil Project Engineer

708.308.2183

Attachment(s)

Land Use Amendment Application

Land Use Amendment Exhibit



**LAND USE AMENDMENT FROM:**  
 (OUTLOT D) COMMUNITY ORIENTED MIXED USE PUD  
 (OUTLOT E) COMMUNITY ORIENTED MIXED USE PUD  
 (OUTLOT F) COMMUNITY ORIENTED MIXED USE PUD & PUBLIC  
 (OUTLOT G) COMMUNITY ORIENTED MIXED USE PUD & PUBLIC  
 (OUTLOT H) PUBLIC

**TO:**  
**EDUCATIONAL**

**Legend**

- Central Business District/  
Neighborhood Oriented Mixed Use
- Original Townsite Residential
- Community Oriented Mixed Use PUD
- Corridor Commercial
- Light Industrial
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Educational
- Open Space
- Public
- Park
- Water

0 0.5 1 Mile

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Date of Parcel Data: August 2025  
 Print Date: 8/26/2025



Map by: tschwarz  
 Projection: NAD 1983 HARN Adj MN Stearns Feet  
 Source: City of St. Joseph, Stearns County, SEH, Inc

# Future Land Use Map

## St. Joseph, MN





**RESOLUTION PC2026-001  
ADOPTING FINDINGS OF FACT FOR A  
RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT TO THE  
FUTURE LAND USE MAP**

**WHEREAS**, the City of St. Joseph received an application from the Sisters of the Order of Saint Benedict for the request to amend the Future Land Use map for the properties identified in Exhibit A (“Subject Properties”); and

**WHEREAS**, the purpose of the request is to facilitate a re-plat of the subject properties for the subject properties to be combined into one singular lot; and

**WHEREAS**, on January 12<sup>th</sup>, 2026, the St. Joseph Planning Commission held a public hearing and reviewed the request and recommended approval; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JOSEPH, STEARNS COUNTY, STATE OF MINNESOTA, that it approves the application to amend the Comprehensive Plan land use map to reclassify the future land use of the Subject Properties as follows:**

*Outlot D – from Community Oriented Mixed-Use PUD to Educational*

*Outlot E – from Community Oriented Mixed-Use PUD to Educational*

*Outlot F – from Community Oriented Mixed-Use PUD to Educational*

*Outlot G – from a mixture of Educational, Public, and Community Oriented Mixed-Use PUD to Educational*

*Outlot H – from Public to Educational*

**IN ADDITION THE CITY COUNCIL OF THE CITY OF ST. JOSEPH, STEARNS COUNTY, STATE OF MINNESOTA, finds the following facts:**

1. That the Sisters of the Order of Saint Benedict, hereinafter referred to as “Applicant,” and “owner” properly applied for the Future Land Use amendment for the Subject Properties.
2. That the surrounding properties to the North, West, South, and East are guided for the following designations:  
North – Low Density Residential  
South – Low Density Residential  
East – Educational and Medium Density Residential  
West – Community Oriented Mixed-Use PUD
3. That the purpose of the land use amendment is to make the land use map and zoning designation consistent and conforming and to facilitate a consolidation of the subject properties into one contiguous lot.

4. That the approval of this resolution will result in the Future Land Use map being amended to reflect the change in the subject parcels Zoning guidance.

5. That the amendment will provide adequate transition between the Educational and Ecclesiastical districts and neighboring residential districts.

6. That the amendment supports goals outlined in the St. Joseph Comprehensive Plan as follows:

Land Use, Goal 3: Promote Sustainable Development

Strategy 3.4: Protect and enhance natural resources, such as rivers, lakes, wetlands, woodlands, and wildlife habitat as growth occurs in suburban and rural areas.

*The proposed amendments transition the potential development of the subject properties from more intense uses like Community Oriented Mixed Use to a less intense use. This shift in intensity allows for more preservation of the land and resources and less development. The plan for the property also includes sustainable initiatives like the utilization of alternative energy sources such as solar within the site.*

**THIS RESOLUTION IS CONDITIONED ON:**

THE SUBJECT PROPERTIES BEING FINAL PLATTED, AND REZONED, AND THE FINAL PLAT AND REZONE BEING EXECUTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ST. JOSEPH, STEARNS COUNTY, STATE OF MINNESOTA.

Whereupon said resolution was declared duly passed and adopted by the St. Joseph City Council this 20<sup>th</sup> day of January, 2026.

CITY OF ST. JOSEPH

\_\_\_\_\_  
Adam Scepaniak, Mayor

ATTEST

\_\_\_\_\_  
David Murphy, City Administrator

Document drafted by:  
City of St. Joseph  
75 Callaway St E  
St. Joseph, MN 56374

## **EXHIBIT A – SUBJECT PROPERTIES**

### Existing Legal Description:

LOTS 3 and 4, Block 1 and OUTLOTS D, E, F, G, and H, BENEDICT, according to the recorded plat thereof, Stearns County, Minnesota.

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### Proposed Legal Description (of Final Plat)

Lot 001, Block 001 of Benedict Second Addition

DRAFT

December 9, 2025

City of St. Joseph Community Development Department - Planning

75 Callaway Street East St. Joseph, MN 56374

Re: Sisters of the Order of Saint Benedict New Monastery and Chapel  
Rezoning Narrative  
HGA Commission Number 2763-004-01

To whom it may regard,

The Sisters of the Order of Saint Benedict (“the Sisters”) are seeking approval to rezone four outlots which are currently part of the Benedict Plat. Outlot D (currently zoned R1 – Single Family Residential), Outlot E (currently zoned B3 – General Business), Outlot F (currently zoned B3 – General Business), and Outlot H (currently zoned RR – Rural Residential) would all be rezoned to EE – Educational and Ecclesiastical with the approval of the proposed rezoning.

The proposed rezoning would allow the Sisters to move out of their existing buildings into the new monastery which is smaller and more right-sized. This will have a positive impact on the local community by allowing their existing buildings to be used for dynamic educational purposes that can benefit many other groups of people.

Considering that the monastery and chapel development facilitated by the proposed rezoning will be adjacent to the College of Saint Benedict campus as well as additional properties owned by the Sisters, the intended use and condition will remain consistent with the surrounding community and properties in the immediate vicinity.

The proposed rezoning is also generally consistent with the adjacent Educational land uses for the Saint Benedict Campus in the City of St. Joseph’s Land Use Plan. A Land Use Amendment Application is being submitted for review concurrently with the proposed rezoning to amend the land use of the outlots identified from their current designations to Educational.

Sisters of the Order of Saint Benedict New Monastery and Chapel

December 19, 2025

Page 2

Sincerely,

A handwritten signature in black ink that reads "Brad McDermid". The signature is written in a cursive style with a large, stylized initial "B".

Brad McDermid

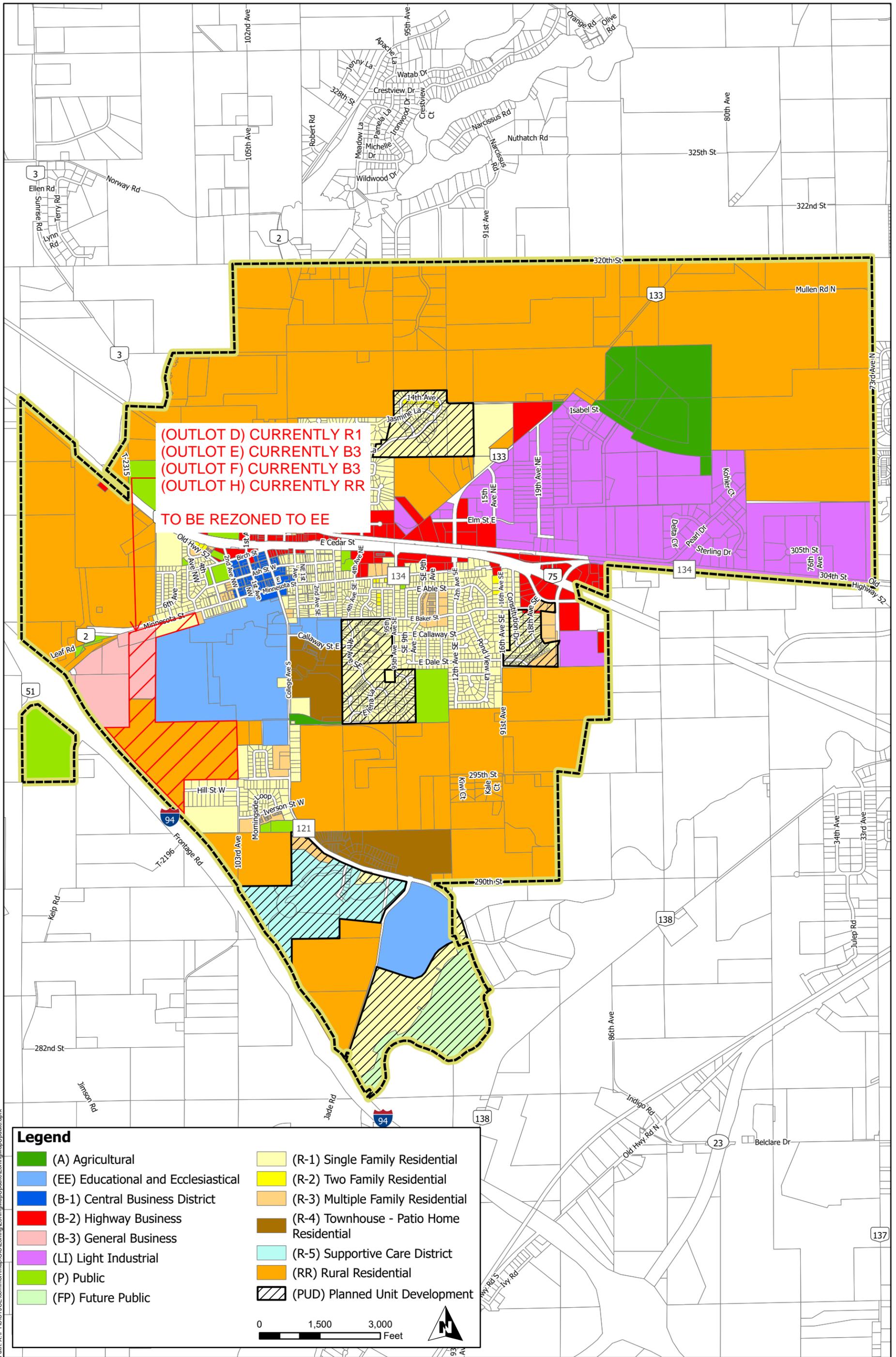
Civil Project Engineer

708.308.2183

Attachment(s)

Rezoning Application

Rezoning Exhibit



Path: X:\PT\GIS\STJOE\common\map\GIS\Zoning\ZoningMapUpdate\ZoningMapUpdate.aprx

# ZONING MAP

## St. Joseph, MN

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.



**RESOLUTION PC2026-002**  
**RESOLUTION ADOPTING FINDINGS OF FACT RELATED TO A REZONING REQUEST**  
**FOR MULTIPLE PROPERTIES AS SUBMITTED BY THE SISTERS OF THE ORDER OF**  
**SAINT BENEDICT**

**WHEREAS**, the City of St. Joseph received an application from the Sisters of the Order of Saint Benedict for the request to rezone subject properties identified in Exhibit A (“Subject Properties”); and

**WHEREAS**, on January 12<sup>th</sup>, 2026, the St. Joseph Planning Commission held a public hearing and reviewed the Rezoning requests and recommended approval; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JOSEPH, STEARNS COUNTY, STATE OF MINNESOTA, finds the following facts:**

1. That the Sisters of the Order of Saint Benedict hereinafter referred to as “Applicant,” and “owner” properly applied for the rezoning for the Subject Properties.
2. That the requested rezoning designation for the Subject Properties are described below:

<b>Present lot description</b>	<b>Proposed rezoning</b>
Outlot D	Educational and Ecclesiastical
Outlot E	Educational and Ecclesiastical
Outlot F	Educational and Ecclesiastical
Outlot G	No Change from current Zoning
Outlot H	Educational and Ecclesiastical

3. That the future land use plan within the City of St. Joseph Comprehensive Plan has been amended so that the Future Land Use map matches the owner’s request and is in compliance with the rezoning request.

4. That the surrounding properties are zoned as:
- North – R-1 Single Family
  - South – R-1 Single Family
  - East – Educational and Ecclesiastical
  - West – B-3 General Business

5. That the purpose for the rezoning establishment is to make the zoning designation consistent and to facilitate the combining of the subject properties with multiple zoning designations into one contiguous parcel with one singular zoning designation.

**THIS RESOLUTION IS CONDITIONED ON:**  
THE SUBJECT PROPERTIES BEING FINAL PLATTED AND THE FINAL PLAT BEING EXECUTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ST. JOSEPH, STEARNS COUNTY, STATE OF MINNESOTA.

Whereupon said resolution was declared duly passed and adopted by the St. Joseph City Council this 20<sup>th</sup>, day of January 2026.

CITY OF ST. JOSEPH

\_\_\_\_\_  
Adam Scepaniak, Mayor

ATTEST

\_\_\_\_\_  
David Murphy City Administrator

Document drafted by:  
City of St. Joseph  
75 Callaway St E  
St. Joseph, MN 56374

DRAFT

## **EXHIBIT A – SUBJECT PROPERTIES**

### Existing Legal Description:

LOTS 3 and 4, Block 1 and OUTLOTS D, E, F, G, and H, BENEDICT, according to the recorded plat thereof, Stearns County, Minnesota.

---

### Proposed Legal Description (of Final Plat)

Lot 001, Block 001 of Benedict Second Addition

DRAFT



PRELIMINARY PLAT OF

# BENEDICT SECOND ADDITION



ORIENTATION OF THIS BEARING SYSTEM IS  
BASED ON THE STEARNS COUNTY  
COORDINATE SYSTEM, NAD83 (2011 ADJ.)

PROJECT AREA  
258.04 ACRES  
11,240,260 SF

LOT 1, BLK 1 11,240,260 SF  
258.04 ACRES

EXISTING IMPERVIOUS SURFACE  
LOT 1, BLK 1

478,208 SF  
4.3 %

PROPOSED IMPERVIOUS SURFACE  
LOT 1, BLK 1

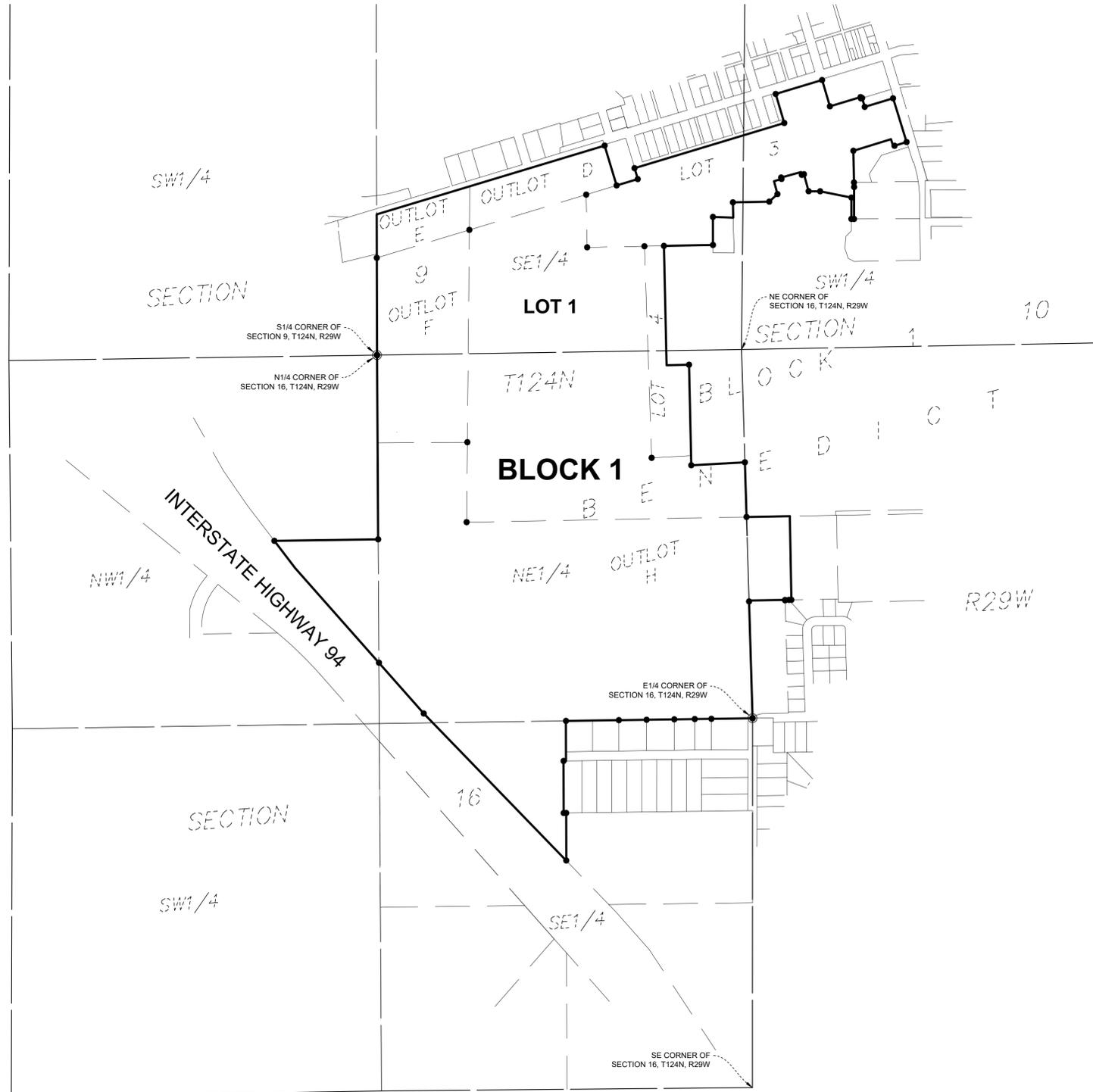
EXISTING 478,208 SF  
REMOVED -31,375 SF  
PROPOSED 135,124 SF  
NEW TOTAL 581,957 SF  
5.2 %

LEGAL DESCRIPTIONS OF PROPERTY TO BE PLATTED

LOTS 3 and 4, Block 1 and OUTLOTS D, E, F, G, and H, BENEDICT, according to the recorded plat thereof, Stearns County, Minnesota.

SURVEY NOTES:

- SEH has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
- Property is Abstract.
- The field work for this survey was conducted in November, 2025.
- The subject property is zoned Educational and Ecclesiastical (EE) and Rural Residential (RR) according to the City of Saint Joseph, MN map, dated September, 2023.
- Structure setbacks for this property are:
  - Front Yard = 35 ft
  - Side Yard = 20 ft, unless the side yard abuts a street or highway in which case the setback shall not be less than 30 ft.
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- The exact location of underground utilities such as gas, telephone, fiber optic, electric, cable tv, and pipe lines are unknown. The contractor shall contact Gopher State One Call before commencing excavation. Gopher State One Call System...1-800-252-1166
- The location of subsurface utilities were requested using the Gopher State One Call system and are shown to the accuracy of the markings. Short Elliott Hendrickson, Inc. is not responsible for unmarked or miss-marked utilities.



LEGEND

	FOUND IRON MONUMENT, CAST IRON MONUMENT, AND SECTION CORNER (WR)
	SET 1/2 INCH BY 14 INCH IRON PIPE WITH CAP STAMPED 46562, SET MAG NAIL
	SANITARY MANHOLE, CLEAN OUT, LIFT STATION AND FORCE MAIN MANHOLE
	SANITARY GRAVITY MAINLINE
	SANITARY FORCE MAIN
	STORM MANHOLE AND CATCH BASIN
	STORM SEWER GRAVITY MAINLINE
	POWER POLE, ANCHOR, LIGHT POLE AND ELECTRIC METER
	BURIED ELECTRIC CABLE
	ELECTRIC PEDESTAL, MANHOLE, SIGN AND VAULT
	OVERHEAD POWER
	BURIED CABLE TV CABLE
	BURIED GAS LINE
	ROAD SIGN, STREET NAME SIGN, SIGNAL BOX, AND E911 SIGN
	TREE LINE
	BOUNDARY LINE
	ADJACENT DEED OR PLAT LINE
	ROAD RIGHT OF WAY LINE
	SECTION LINE
	QUARTER SECTION LINE
	QUARTER-QUARTER SECTION LINE
	PERMANENT EASEMENT LINE
	CHAIN LINK FENCE
	MAJOR CONTOUR LINE AND LABEL
	MINOR CONTOUR LINE AND LABEL
	BITUMINOUS SURFACE
	CONCRETE SURFACE
	GRAVEL SURFACE
	BUILDING

**WARNING**  
LOCATION OF UNDERGROUND UTILITIES  
TO BE VERIFIED BY  
GOPHER STATE ONE CALL  
CALL BEFORE DIGGING,  
1-800-252-1166  
REQUIRED BY LAW

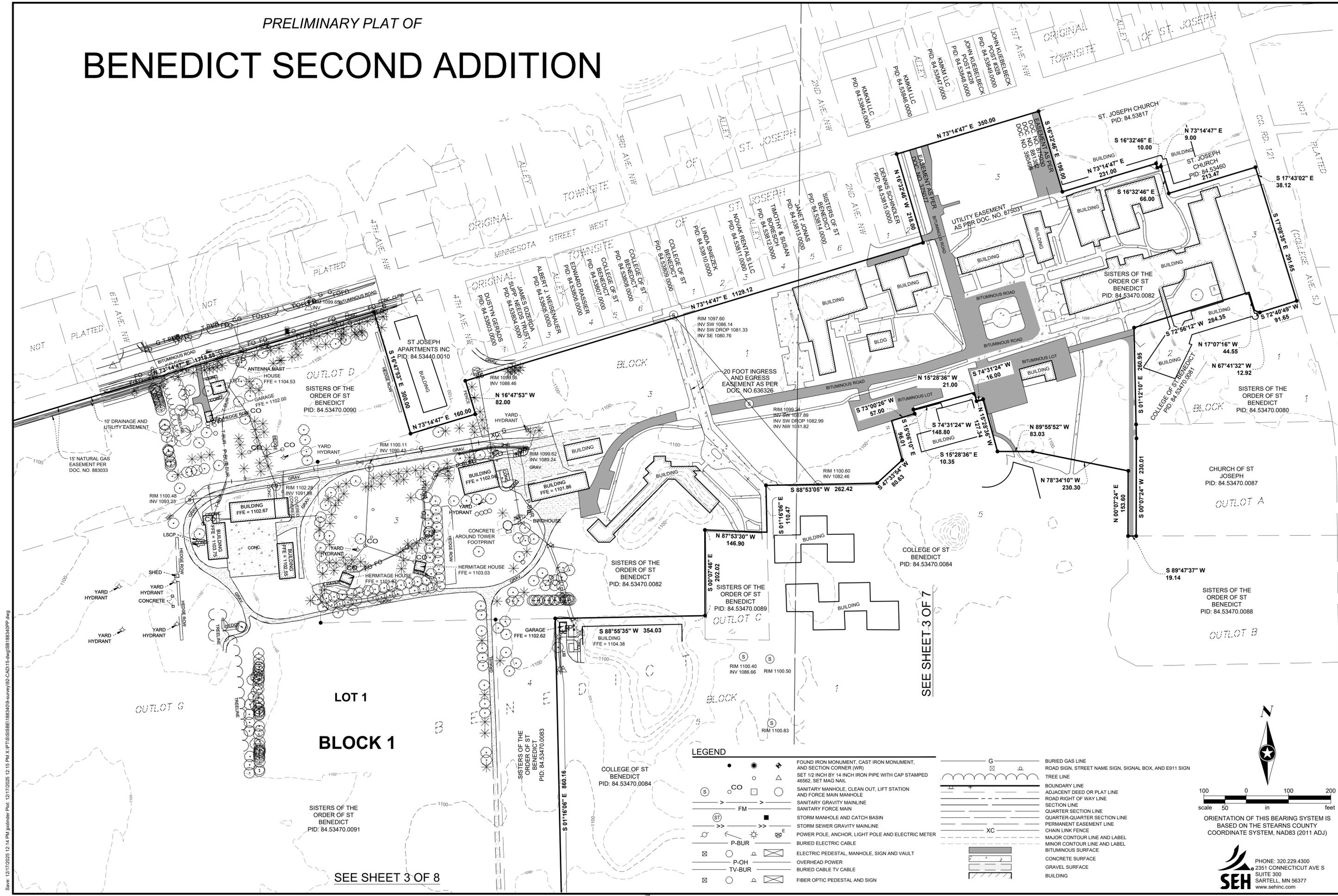
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND MAY NOT HAVE BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE.

**DEVELOPER:** SISTERS OF THE ORDER OF ST BENEDICT  
**OWNER(S):** SISTERS OF THE ORDER OF ST BENEDICT  
104 CHAPEL LANE  
ST. JOSEPH, MN 56374  
**SURVEYOR:** SHORT ELLIOTT HENDRICKSON, INC.  
DANIEL J. BEMBOOM  
MN REG. NO. 45652  
2351 CONNECTICUT AVE. #300  
SARTELL, MN 56377

**ZONING:** EE EDUCATIONAL AND ECCLESIASTICAL  
RR RURAL RESIDENTIAL  
**PROJECT AREA:** 11,054,066 SQ FT (253.77 ACRES)  
**DATE OF SURVEY:** NOVEMBER 2025



# PRELIMINARY PLAT OF BENEDICT SECOND ADDITION



Save: 12/17/2025 12:14 PM polinder Plot: 12/17/2025 12:15 PM X:\PT\SS\BEBE1883409-survey\92-CAD\15-ang\SS-1883409.dwg

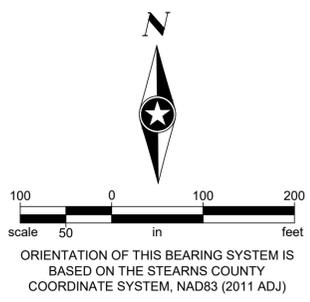
**LOT 1**  
**BLOCK 1**

SEE SHEET 3 OF 8

SEE SHEET 3 OF 7

**LEGEND**

	FOUND IRON MONUMENT, CAST IRON MONUMENT, AND SECTION CORNER (WR)		BURIED GAS LINE
	SET 1/2 INCH BY 14 INCH IRON PIPE WITH CAP STAMPED 45862 SET MAG NAIL		ROAD SIGN, STREET NAME SIGN, SIGNAL BOX, AND E911 SIGN
	SANITARY MANHOLE, CLEAN OUT, LIFT STATION AND FORCE MAIN MANHOLE		TREE LINE
	SANITARY GRAVITY MAINLINE		BOUNDARY LINE
	SANITARY FORCE MAIN		ADJACENT DEED OR PLAT LINE
	STORM MANHOLE AND CATCH BASIN		ROAD RIGHT OF WAY LINE
	POWER POLE, ANCHOR, LIGHT POLE AND ELECTRIC METER		SECTION LINE
	BURIED ELECTRIC CABLE		QUARTER SECTION LINE
	ELECTRIC PEDESTAL, MANHOLE, SIGN AND VAULT		PERMANENT EASEMENT LINE
	OVERHEAD POWER		CHAIN LINK FENCE
	BURIED CABLE TV CABLE		MAJOR CONTOUR LINE AND LABEL
	FIBER OPTIC PEDESTAL AND SIGN		MINOR CONTOUR LINE AND LABEL
			BITUMINOUS SURFACE
			CONCRETE SURFACE
			GRAVEL SURFACE
			BUILDING



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE STEARNS COUNTY COORDINATE SYSTEM, NAD83 (2011 ADJ)

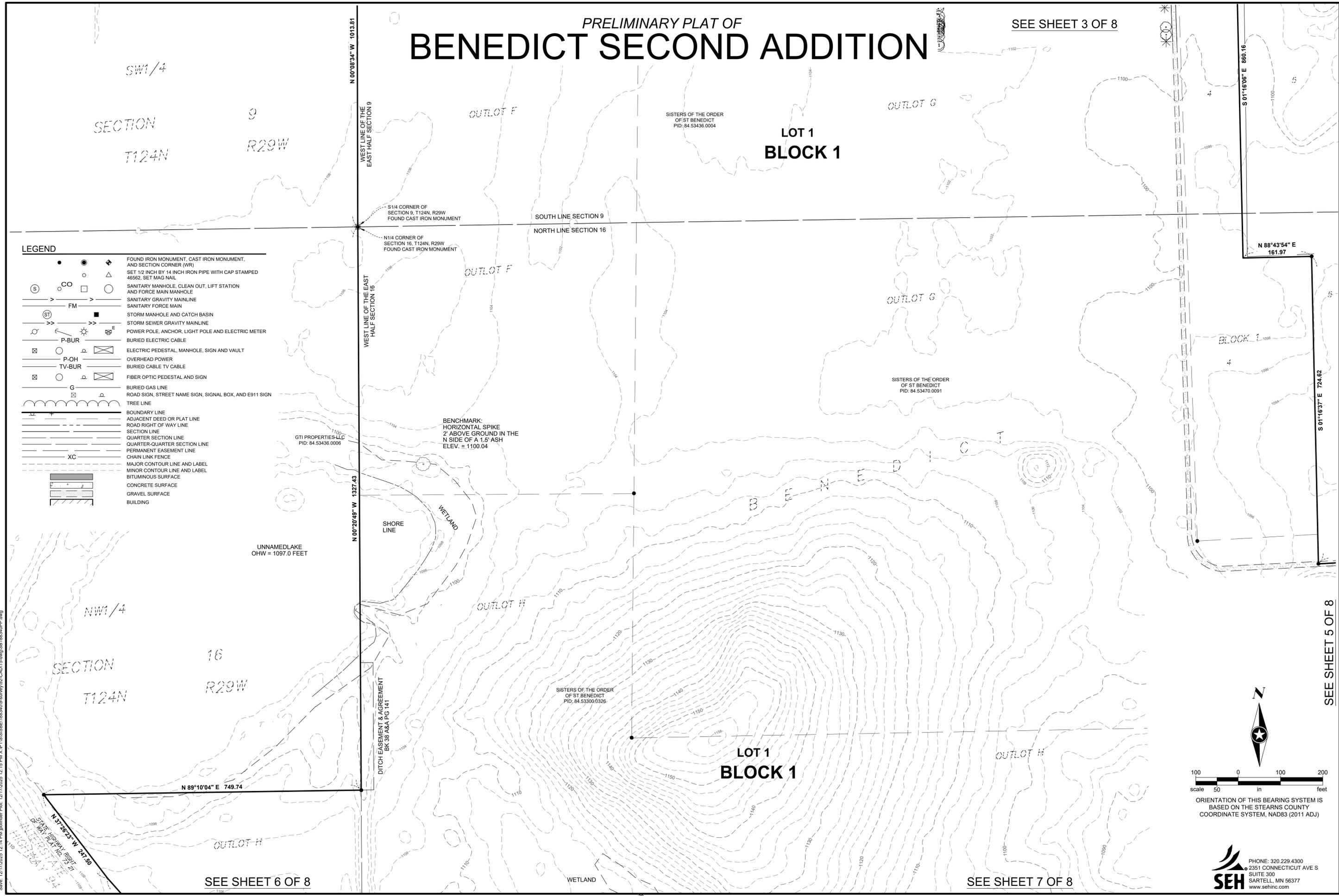
**SEH** PHONE: 320.229.4300  
2351 CONNECTICUT AVE S  
SUITE 300  
SARTELL, MN 56377  
www.sehinc.com



# PRELIMINARY PLAT OF BENEDICT SECOND ADDITION

SEE SHEET 3 OF 8

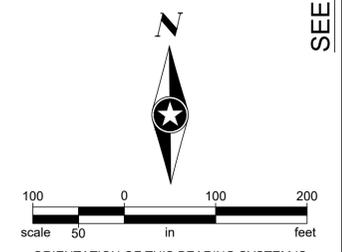
LEGEND	
	FOUND IRON MONUMENT, CAST IRON MONUMENT, AND SECTION CORNER (WR)
	SET 1/2 INCH BY 14 INCH IRON PIPE WITH CAP STAMPED 46562, SET MAG NAIL
	SANITARY MANHOLE, CLEAN OUT, LIFT STATION AND FORCE MAIN MANHOLE
	SANITARY GRAVITY MAINLINE
	SANITARY FORCE MAIN
	STORM MANHOLE AND CATCH BASIN
	STORM SEWER GRAVITY MAINLINE
	POWER POLE, ANCHOR, LIGHT POLE AND ELECTRIC METER
	BURIED ELECTRIC CABLE
	ELECTRIC PEDESTAL, MANHOLE, SIGN AND VAULT
	OVERHEAD POWER
	BURIED CABLE TV CABLE
	FIBER OPTIC PEDESTAL AND SIGN
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	ROAD SIGN, STREET NAME SIGN, SIGNAL BOX, AND E911 SIGN
	TREE LINE
	BOUNDARY LINE
	ADJACENT DEED OR PLAT LINE
	ROAD RIGHT OF WAY LINE
	SECTION LINE
	QUARTER SECTION LINE
	QUARTER-QUARTER SECTION LINE
	PERMANENT EASEMENT LINE
	CHAIN LINK FENCE
	MAJOR CONTOUR LINE AND LABEL
	MINOR CONTOUR LINE AND LABEL
	BITUMINOUS SURFACE
	CONCRETE SURFACE
	GRAVEL SURFACE
	BUILDING



N 88°43'54" E  
161.97

S 01°16'06" E 860.16  
S 01°16'37" E 724.62

SEE SHEET 5 OF 8



ORIENTATION OF THIS BEARING SYSTEM IS  
BASED ON THE STEARNS COUNTY  
COORDINATE SYSTEM, NAD83 (2011 ADJ.)

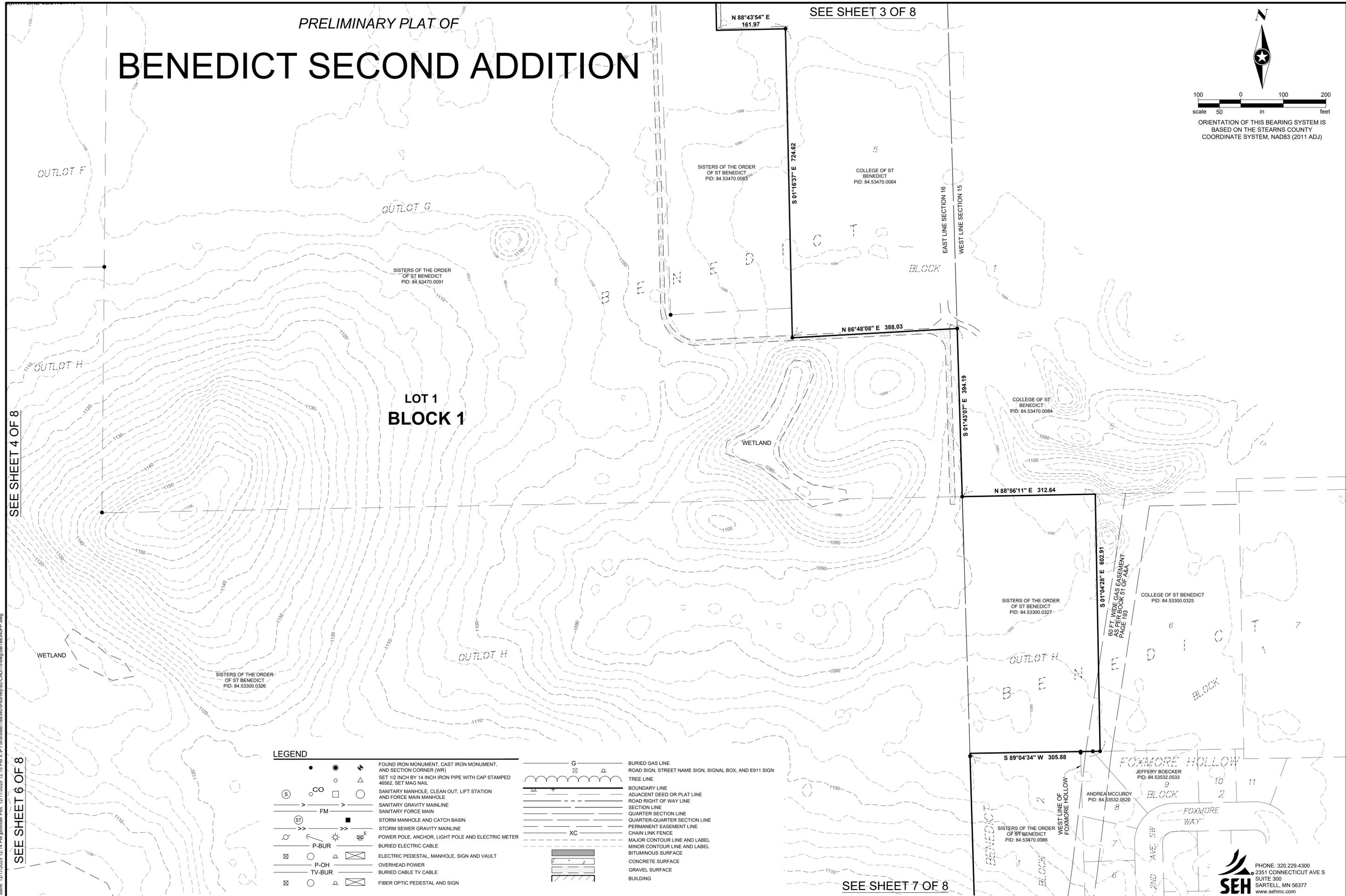
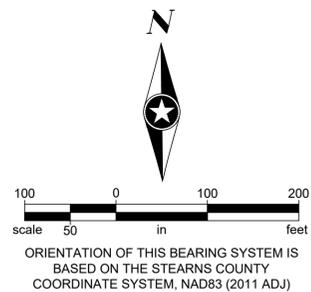
**SEH**  
PHONE: 320.229.4300  
2351 CONNECTICUT AVE S  
SUITE 300  
SARTELL, MN 56377  
www.sehinc.com

SEE SHEET 6 OF 8

SEE SHEET 7 OF 8

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# PRELIMINARY PLAT OF BENEDICT SECOND ADDITION



SEE SHEET 4 OF 8

SEE SHEET 6 OF 8

SEE SHEET 3 OF 8

SEE SHEET 7 OF 8

### LEGEND

●	○	◆	FOUND IRON MONUMENT, CAST IRON MONUMENT, AND SECTION CORNER (W/F)
○	○	△	SET 1/2 INCH BY 14 INCH IRON PIPE WITH CAP STAMPED 46562, SET MAG NAIL
○	○	○	SANITARY MANHOLE, CLEAN OUT, LIFT STATION AND FORCE MAIN MANHOLE
○	○	○	SANITARY GRAVITY MAINLINE
○	○	○	SANITARY FORCE MAIN
○	○	○	STORM MANHOLE AND CATCH BASIN
○	○	○	STORM SEWER GRAVITY MAINLINE
○	○	○	POWER POLE, ANCHOR, LIGHT POLE AND ELECTRIC METER
○	○	○	BURIED ELECTRIC CABLE
○	○	○	ELECTRIC PEDESTAL, MANHOLE, SIGN AND VAULT
○	○	○	OVERHEAD POWER
○	○	○	BURIED CABLE TV CABLE
○	○	○	FIBER OPTIC PEDESTAL AND SIGN

— G —	BURIED GAS LINE
— R —	ROAD SIGN, STREET NAME SIGN, SIGNAL BOX, AND E911 SIGN
— T —	TREE LINE
— B —	BOUNDARY LINE
— A —	ADJACENT DEED OR PLAT LINE
— W —	ROAD RIGHT OF WAY LINE
— S —	SECTION LINE
— Q —	QUARTER SECTION LINE
— Q-Q —	QUARTER-QUARTER SECTION LINE
— P —	PERMANENT EASEMENT LINE
— C —	CHAIN LINK FENCE
— M —	MAJOR CONTOUR LINE AND LABEL
— m —	MINOR CONTOUR LINE AND LABEL
— B —	BITUMINOUS SURFACE
— C —	CONCRETE SURFACE
— G —	GRAVEL SURFACE
— B —	BUILDING



PRELIMINARY PLAT OF

# BENEDICT SECOND ADDITION

SEE SHEET 6 OF 8

## LOT 1 BLOCK 1

SISTERS OF THE ORDER  
OF ST BENEDICT  
PID: 84.53300.0326

WETLAND

OUTLOT H

NORTHEASTERLY R/W 194

SISTERS OF THE ORDER  
OF ST BENEDICT  
PID: 84.53470.0088

60 FT. WIDE GAS EASEMENT  
PAGE 88  
OF A&A

WEST LINE OF  
FOXMORE HOLLOW

FOXMORE  
WAY

FOXMORE HOLLOW

2ND AVE SW

NORTHLINE  
WALZ'S HILLTOP ACRES

SOUTH LINE SE 1/4 NE 1/4 SECTION 16

S 89°11'17" W 1346.35

S 89°11'18" W 1347.93  
TO SECTION CORNER

WEST LINE OF WALZ'S  
HILLTOP ACRES

DUANE & LAURA GREGORY  
PID: 84.53945.0004

ELIZABETH SCHLOEMER  
PID: 84.53945.0005

BRIAN & LINDA  
JOHNSON  
PID: 84.53945.0006

RANDALL & DEBORAH BUNNELL  
PID: 84.53945.0007

JEREMY HENDRIKSON  
PID: 84.53945.0047

CRAIG ETHEN  
TRUST  
PID: 84.53945.0048

RICHARD & AUDREY SCHROEDER  
PID: 84.53945.0049

NORTHERN NATURAL  
GAS CO.  
PID: 84.53433.0068

100 FOOT  
DRAINAGE  
EASEMENT PER PLAT  
OF BENEDICT

WETLAND

ACRES BLOCK

WALZ'S  
PLAT

HILLTOP ACRES

NOT  
PLATTED

HILL STREET W

HILL STREET W

S 89°15'37" W  
18.00

S 00°09'40" E 374.99

N 89°15'37" E  
18.00

EAST LINE  
NW 1/4 SE 1/4  
S 00°09'40" E 343.77

OUTLOT H

SECTION 16

T115N

R29W

RANDALL BRODA  
PID: 84.53434.0015

NOT PLATTED

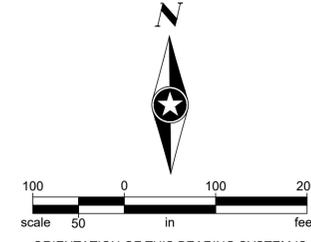
NE 1/4 OF SE 1/4

NW 1/4 OF SE 1/4

STATE HIGHWAY RIGHT  
OF WAY PLAT NO. 78 21  
INTERSTATE HIGHWAY 94

### LEGEND

●	FOUND IRON MONUMENT, CAST IRON MONUMENT, AND SECTION CORNER (WR)	— G —	BURIED GAS LINE
○	SET 1/2 INCH BY 14 INCH IRON PIPE WITH CAP STAMPED 46562, SET MAG NAIL	— S —	ROAD SIGN, STREET NAME SIGN, SIGNAL BOX, AND E911 SIGN
○	SANITARY MANHOLE, CLEAN OUT, LIFT STATION AND FORCE MAIN MANHOLE	— T —	TREE LINE
— S —	SANITARY GRAVITY MAINLINE	— B —	BOUNDARY LINE
— FM —	SANITARY FORCE MAIN	— A —	ADJACENT DEED OR PLAT LINE
— ST —	STORM MANHOLE AND CATCH BASIN	— R —	ROAD RIGHT OF WAY LINE
— S —	STORM SEWER GRAVITY MAINLINE	— Q —	SECTION LINE
— P —	POWER POLE, ANCHOR, LIGHT POLE AND ELECTRIC METER	— Q —	QUARTER SECTION LINE
— P-BUR —	BURIED ELECTRIC CABLE	— Q —	QUARTER-QUARTER SECTION LINE
— P-OH —	ELECTRIC PEDESTAL, MANHOLE, SIGN AND VAULT	— P —	PERMANENT EASEMENT LINE
— TV-BUR —	OVERHEAD POWER	— C —	CHAIN LINK FENCE
— TV —	BURIED CABLE TV CABLE	— M —	MAJOR CONTOUR LINE AND LABEL
— F —	FIBER OPTIC PEDESTAL AND SIGN	— m —	MINOR CONTOUR LINE AND LABEL
		— B —	BITUMINOUS SURFACE
		— C —	CONCRETE SURFACE
		— G —	GRAVEL SURFACE
		— B —	BUILDING

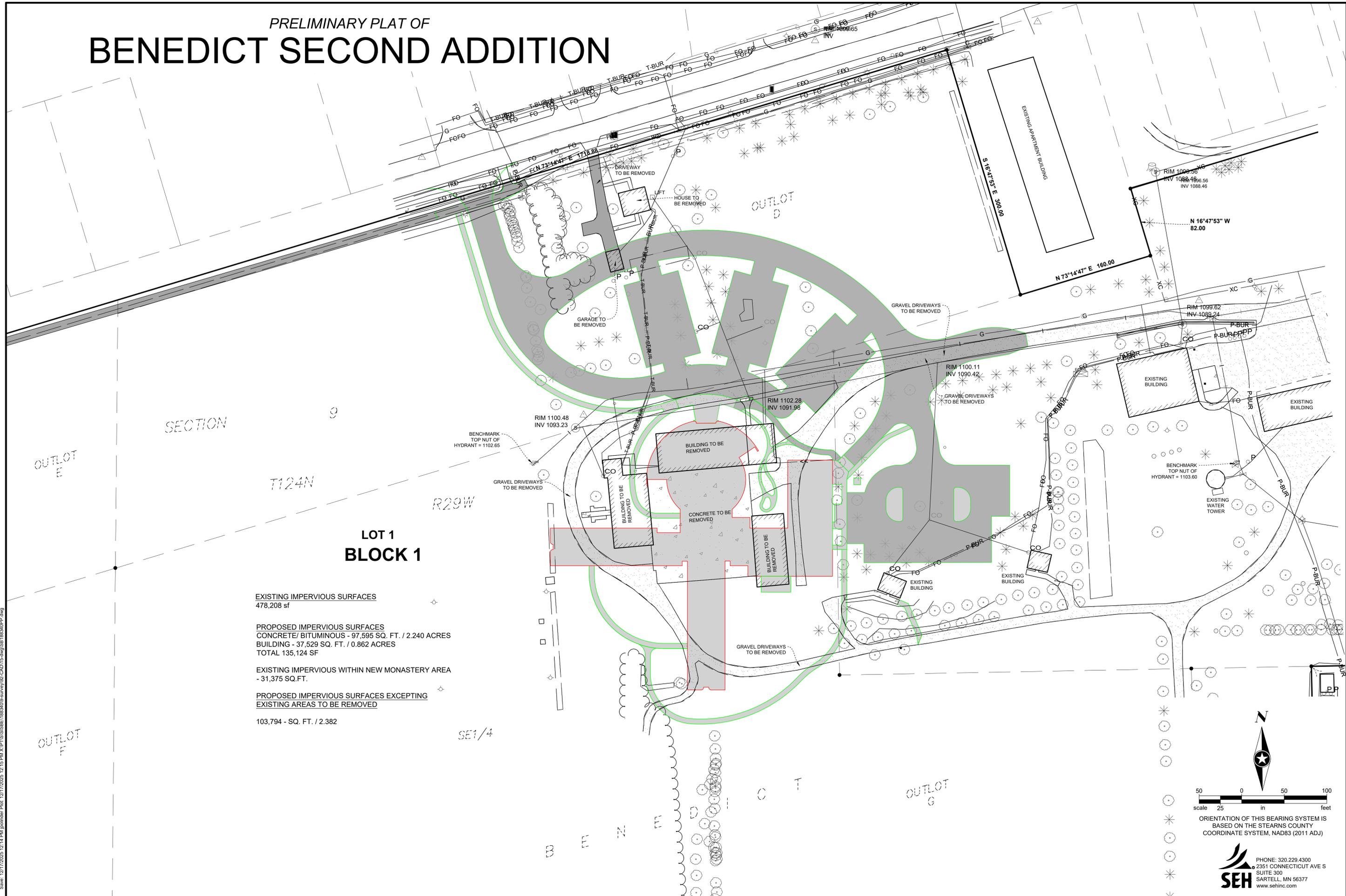


ORIENTATION OF THIS BEARING SYSTEM IS  
BASED ON THE STEARNS COUNTY  
COORDINATE SYSTEM, NAD83 (2011 ADJ)

PHONE: 320.229.4300  
2351 CONNECTICUT AVE S  
SUITE 300  
SARTELL, MN 56377  
www.sehinc.com

Save: 12/17/2025 12:14 PM X:\PT\S\S\S\B\1883409\survey\92\CAD\15-dwg\SS-883409.dwg

# PRELIMINARY PLAT OF BENEDICT SECOND ADDITION



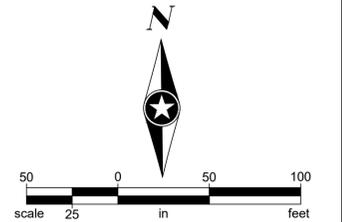
**LOT 1  
BLOCK 1**

EXISTING IMPERVIOUS SURFACES  
478,208 sf

PROPOSED IMPERVIOUS SURFACES  
CONCRETE/ BITUMINOUS - 97,595 SQ. FT. / 2.240 ACRES  
BUILDING - 37,529 SQ. FT. / 0.862 ACRES  
TOTAL 135,124 SF

EXISTING IMPERVIOUS WITHIN NEW MONASTERY AREA  
- 31,375 SQ.FT.

PROPOSED IMPERVIOUS SURFACES EXCEPTING  
EXISTING AREAS TO BE REMOVED  
103,794 - SQ. FT. / 2.382



ORIENTATION OF THIS BEARING SYSTEM IS  
BASED ON THE STEARNS COUNTY  
COORDINATE SYSTEM, NAD83 (2011 ADJ)

**SEH**  
PHONE: 320.229.4300  
2351 CONNECTICUT AVE S  
SUITE 300  
SARTELL, MN 56377  
www.sehinc.com

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**RESOLUTION PC2026-003**  
**RESOLUTION APPROVING A PRELIMINARY PLAT FOR**  
**BENEDICT SECOND ADDITION**

**WHEREAS**, the Sisters of the Order of St. Benedict hereafter referred to as “applicant” and “owner” have properly applied for Preliminary plat approval; and

**WHEREAS**, the subject property is legally described in Exhibit A and depicted in Exhibit B; and

**WHEREAS**, the proposed Preliminary Plat depicts one lot; and

**WHEREAS**, the St. Joseph Planning Commission held a public hearing on the Preliminary Plat on January 12<sup>th</sup>, 2026 at which time all persons wishing to be heard regarding the matter were given an opportunity to be heard; and

**WHEREAS**, the St. Joseph Planning Commission reviewed and recommended approval of the Preliminary Plat on January 12<sup>th</sup>, 2026; and

**WHEREAS**, the proposed Plat has been reviewed by the City Engineer; and

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF**  
**ST. JOSEPH, MINNESOTA:** That the Preliminary Plat of “Benedict Second Addition” be approved  
with the following conditions:

1. Subject properties shall be rezoned to the proper designation of Educational and Ecclesiastical.
2. The Future Land Use map shall be amended to reflect the current rezoning and guidance of Educational and Ecclesiastical for all subject properties.

Whereupon said resolution was declared duly passed and adopted by the St. Joseph City Council this 20th day of January, 2026.

CITY OF ST. JOSEPH

By \_\_\_\_\_  
Adam Scepaniak, Mayor

ATTEST

By \_\_\_\_\_  
David Murphy, City Administrator

Document drafted by: City of St. Joseph 75 Callaway St E St. Joseph, MN 56374
--

## **Exhibit A**

### Existing Legal Description:

LOTS 3 and 4, Block 1 and OUTLOTS D, E, F, G, and H, BENEDICT, according to the recorded plat thereof, Stearns County, Minnesota.

---

### **Proposed Legal Description (of Final Plat)**

Lot 001, Block 001 of Benedict Second Addition

DRAFT



PRELIMINARY PLAT OF

# BENEDICT SECOND ADDITION



ORIENTATION OF THIS BEARING SYSTEM IS  
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COORDINATE SYSTEM, NAD83 (2011 ADJ)

PROJECT AREA  
258.04 ACRES  
11,240,260 SF

LOT 1, BLK 1 11,240,260 SF  
258.04 ACRES

EXISTING IMPERVIOUS SURFACE LOT 1, BLK 1

478,208 SF  
4.3 %

PROPOSED IMPERVIOUS SURFACE LOT 1, BLK 1

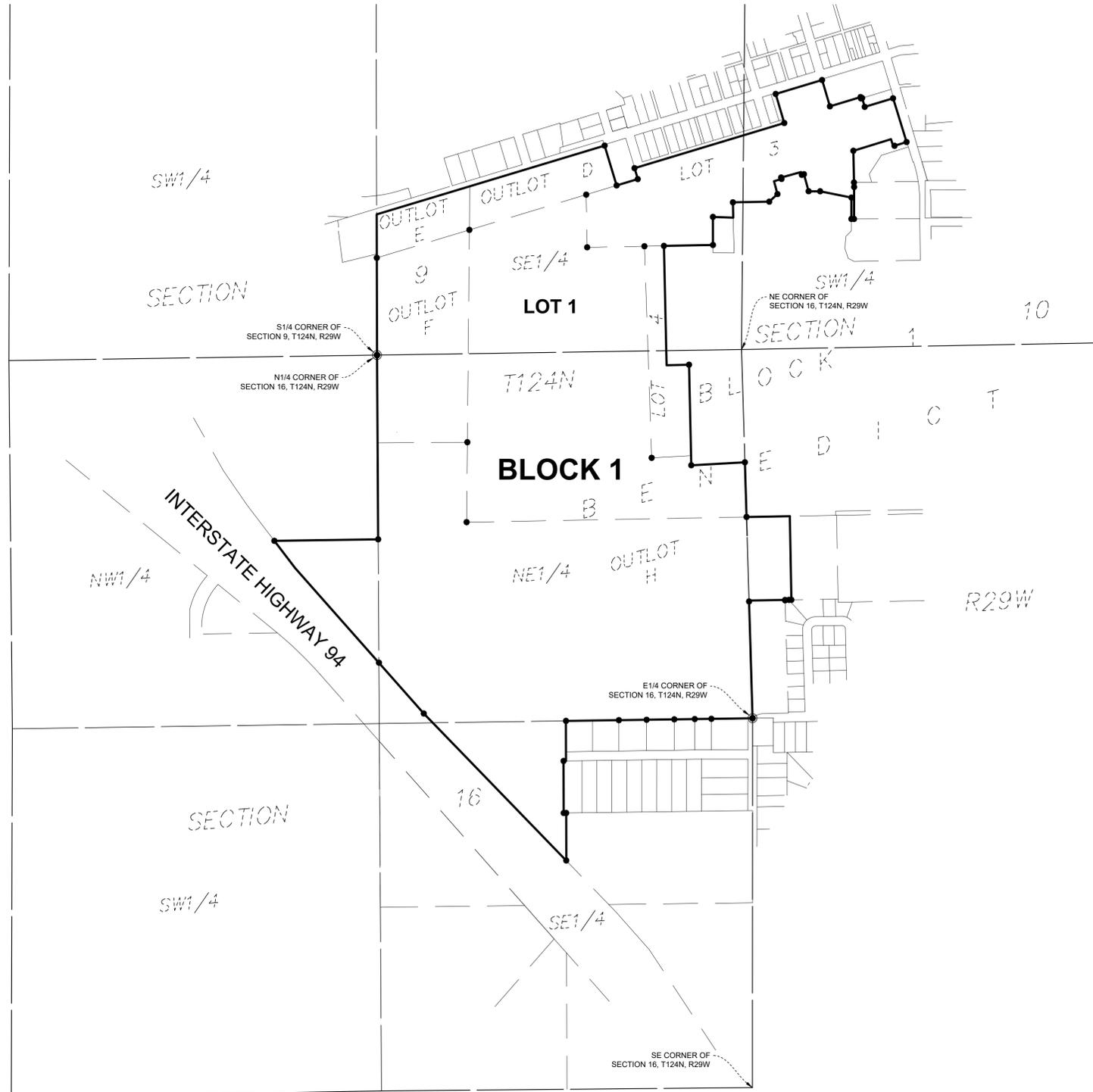
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	SANITARY GRAVITY MAINLINE
	SANITARY FORCE MAIN
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	QUARTER SECTION LINE
	QUARTER-QUARTER SECTION LINE
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	MAJOR CONTOUR LINE AND LABEL
	MINOR CONTOUR LINE AND LABEL
	BITUMINOUS SURFACE
	CONCRETE SURFACE
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	BUILDING

**WARNING**  
LOCATION OF UNDERGROUND UTILITIES  
TO BE VERIFIED BY  
GOPHER STATE ONE CALL  
CALL BEFORE DIGGING,  
1-800-252-1166  
REQUIRED BY LAW

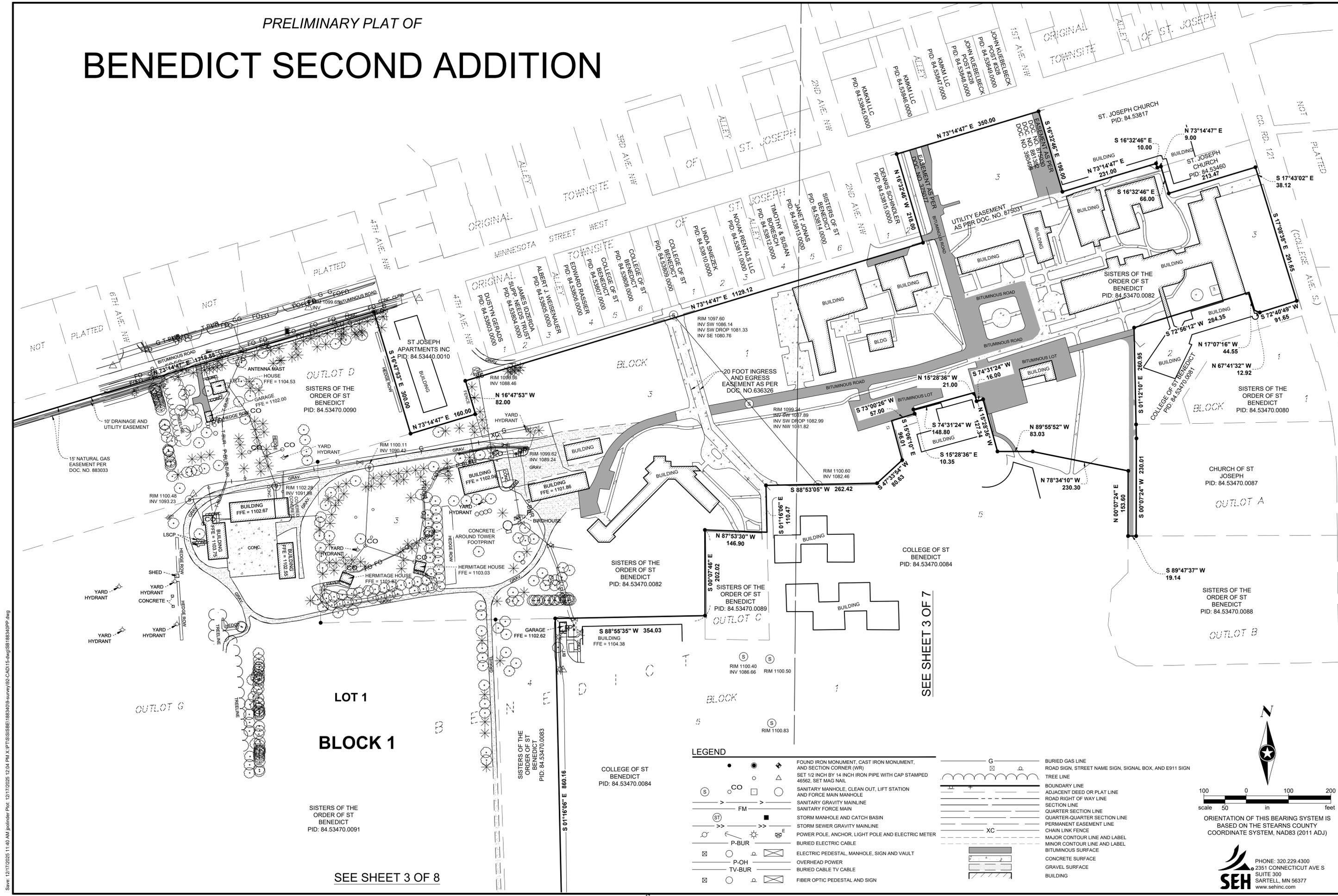
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND MAY NOT HAVE BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE.

**DEVELOPER:** SISTERS OF THE ORDER OF ST BENEDICT  
**OWNER(S):** SISTERS OF THE ORDER OF ST BENEDICT  
104 CHAPEL LANE  
ST. JOSEPH, MN 56374  
**SURVEYOR:** SHORT ELLIOTT HENDRICKSON, INC.  
DANIEL J. BEMBOOM  
MN REG. NO. 45652  
2351 CONNECTICUT AVE. #300  
SARTELL, MN 56377

**ZONING:** EE EDUCATIONAL AND ECCLESIASTICAL  
RR RURAL RESIDENTIAL  
**PROJECT AREA:** 11,054,066 SQ FT (253.77 ACRES)  
**DATE OF SURVEY:** NOVEMBER 2025



# PRELIMINARY PLAT OF BENEDICT SECOND ADDITION



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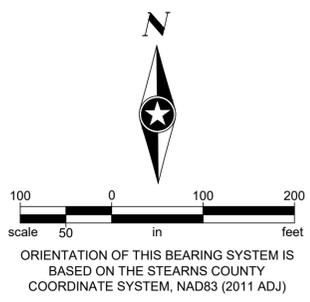
**LOT 1**  
**BLOCK 1**  
SISTERS OF THE ORDER OF ST BENEDICT  
PID: 84.53470.0091  
**SEE SHEET 3 OF 8**

COLLEGE OF ST BENEDICT  
PID: 84.53470.0084

**LEGEND**

●	○	◆	FOUND IRON MONUMENT, CAST IRON MONUMENT, AND SECTION CORNER (WR)
○	○	△	SET 1/2 INCH BY 1/4 INCH IRON PIPE WITH CAP STAMPED 45/62 SET MAG NAIL
○	○	○	SANITARY MANHOLE, CLEAN OUT, LIFT STATION AND FORCE MAIN MANHOLE
○	○	○	SANITARY GRAVITY MAINLINE
○	○	○	SANITARY FORCE MAIN
○	○	○	STORM MANHOLE AND CATCH BASIN
○	○	○	STORM SEWER GRAVITY MAINLINE
○	○	○	POWER POLE, ANCHOR, LIGHT POLE AND ELECTRIC METER
○	○	○	BURIED ELECTRIC CABLE
○	○	○	ELECTRIC PEDESTAL, MANHOLE, SIGN AND VAULT
○	○	○	OVERHEAD POWER
○	○	○	BURIED CABLE TV CABLE
○	○	○	FIBER OPTIC PEDESTAL AND SIGN

— G —	BURIED GAS LINE
— R —	ROAD SIGN, STREET NAME SIGN, SIGNAL BOX, AND E911 SIGN
— T —	TREE LINE
— B —	BOUNDARY LINE
— A —	ADJACENT DEED OR PLAT LINE
— R —	ROAD RIGHT OF WAY LINE
— S —	SECTION LINE
— Q —	QUARTER SECTION LINE
— Q —	QUARTER-QUARTER SECTION LINE
— P —	PERMANENT EASEMENT LINE
— C —	CHAIN LINK FENCE
— M —	MAJOR CONTOUR LINE AND LABEL
— M —	MINOR CONTOUR LINE AND LABEL
— B —	BITUMINOUS SURFACE
— C —	CONCRETE SURFACE
— G —	GRAVEL SURFACE
— B —	BUILDING



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE STEARNS COUNTY COORDINATE SYSTEM, NAD83 (2011 ADJ)

**SEH**  
PHONE: 320.229.4300  
2351 CONNECTICUT AVE S  
SUITE 300  
SARTELL, MN 56377  
www.sehinc.com



# PRELIMINARY PLAT OF BENEDICT SECOND ADDITION

SEE SHEET 3 OF 8

SW1/4  
SECTION 9  
T124N R29W

OUTLOT F

SISTERS OF THE ORDER  
OF ST BENEDICT  
PID: 84.53436.0004

LOT 1  
BLOCK 1

OUTLOT G

LEGEND	
	FOUND IRON MONUMENT, CAST IRON MONUMENT, AND SECTION CORNER (WR)
	SET 1/2 INCH BY 14 INCH IRON PIPE WITH CAP STAMPED 46562, SET MAG NAIL
	SANITARY MANHOLE, CLEAN OUT, LIFT STATION AND FORCE MAIN MANHOLE
	SANITARY GRAVITY MAINLINE
	SANITARY FORCE MAIN
	STORM MANHOLE AND CATCH BASIN
	STORM SEWER GRAVITY MAINLINE
	POWER POLE, ANCHOR, LIGHT POLE AND ELECTRIC METER
	BURIED ELECTRIC CABLE
	ELECTRIC PEDESTAL, MANHOLE, SIGN AND VAULT
	OVERHEAD POWER
	BURIED CABLE TV CABLE
	FIBER OPTIC PEDESTAL AND SIGN
	BURIED GAS LINE
	ROAD SIGN, STREET NAME SIGN, SIGNAL BOX, AND E911 SIGN
	TREE LINE
	BOUNDARY LINE
	ADJACENT DEED OR PLAT LINE
	ROAD RIGHT OF WAY LINE
	SECTION LINE
	QUARTER SECTION LINE
	QUARTER-QUARTER SECTION LINE
	PERMANENT EASEMENT LINE
	CHAIN LINK FENCE
	MAJOR CONTOUR LINE AND LABEL
	MINOR CONTOUR LINE AND LABEL
	BITUMINOUS SURFACE
	CONCRETE SURFACE
	GRAVEL SURFACE
	BUILDING

N 00°08'34" W 1013.81

WEST LINE OF THE EAST HALF SECTION 9

SOUTH LINE SECTION 9  
NORTH LINE SECTION 16

S1/4 CORNER OF SECTION 9, T124N, R29W FOUND CAST IRON MONUMENT

N1/4 CORNER OF SECTION 16, T124N, R29W FOUND CAST IRON MONUMENT

OUTLOT F

WEST LINE OF THE EAST HALF SECTION 16

GTI PROPERTIES-LLC  
PID: 84.53436.0006

BENCHMARK:  
HORIZONTAL SPIKE  
2' ABOVE GROUND IN THE  
N SIDE OF A 1.5' ASH  
ELEV. = 1100.04

UNNAMED LAKE  
OHW = 1097.0 FEET

N 00°20'48" W 1327.43

SHORE LINE

WETLAND

OUTLOT H

SISTERS OF THE ORDER  
OF ST BENEDICT  
PID: 84.53300.0326

LOT 1  
BLOCK 1

OUTLOT H

NW1/4  
SECTION 16  
T124N R29W

N 89°10'04" E 749.74

OUTLOT H

SEE SHEET 6 OF 8

S 01°16'06" E 860.16

N 88°43'54" E  
161.97

5

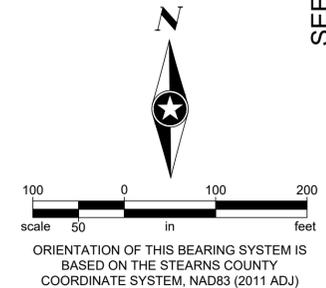
BLOCK 1

4

SISTERS OF THE ORDER  
OF ST BENEDICT  
PID: 84.53470.0091

S 01°16'37" E 724.62

SEE SHEET 5 OF 8

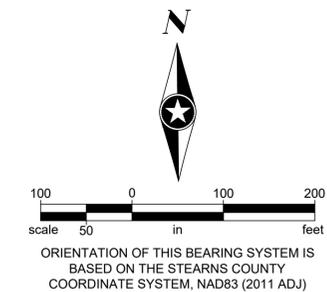


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STATE HIGHWAY RIGHT OF WAY PLAT NO. 03 INTERSTATE HIGHWAY 94

# PRELIMINARY PLAT OF BENEDICT SECOND ADDITION



SEE SHEET 3 OF 8

SEE SHEET 4 OF 8

SEE SHEET 6 OF 8

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OUTLOT F

OUTLOT G

OUTLOT H

LOT 1  
BLOCK 1

SISTERS OF THE ORDER  
OF ST BENEDICT  
PID: 84.53470.0083

COLLEGE OF ST  
BENEDICT  
PID: 84.53470.0084

SISTERS OF THE ORDER  
OF ST BENEDICT  
PID: 84.53470.0091

WETLAND

COLLEGE OF ST  
BENEDICT  
PID: 84.53470.0084

WETLAND

SISTERS OF THE ORDER  
OF ST BENEDICT  
PID: 84.53300.0326

OUTLOT H

SISTERS OF THE ORDER  
OF ST BENEDICT  
PID: 84.53300.0327

COLLEGE OF ST BENEDICT  
PID: 84.53300.0325

### LEGEND

	FOUND IRON MONUMENT, CAST IRON MONUMENT, AND SECTION CORNER (WR)		BURIED GAS LINE
	SET 1/2 INCH BY 14 INCH IRON PIPE WITH CAP STAMPED 46562, SET MAG NAIL		ROAD SIGN, STREET NAME SIGN, SIGNAL BOX, AND E911 SIGN
	SANITARY MANHOLE, CLEAN OUT, LIFT STATION AND FORCE MAIN MANHOLE		TREE LINE
	SANITARY GRAVITY MAINLINE		BOUNDARY LINE
	SANITARY FORCE MAIN		ADJACENT DEED OR PLAT LINE
	STORM MANHOLE AND CATCH BASIN		ROAD RIGHT OF WAY LINE
	STORM SEWER GRAVITY MAINLINE		SECTION LINE
	POWER POLE, ANCHOR, LIGHT POLE AND ELECTRIC METER		QUARTER SECTION LINE
	BURIED ELECTRIC CABLE		QUARTER-QUARTER SECTION LINE
	ELECTRIC PEDESTAL, MANHOLE, SIGN AND VAULT		PERMANENT EASEMENT LINE
	OVERHEAD POWER		CHAIN LINK FENCE
	BURIED CABLE TV CABLE		MAJOR CONTOUR LINE AND LABEL
	FIBER OPTIC PEDESTAL AND SIGN		MINOR CONTOUR LINE AND LABEL
			BITUMINOUS SURFACE
			CONCRETE SURFACE
			GRAVEL SURFACE
			BUILDING

SEE SHEET 7 OF 8



N 88°56'11" E 312.64

S 01°43'07" E 384.19

N 86°48'08" E 388.03

S 01°16'37" E 724.62

N 88°43'54" E 161.97

S 01°04'28" E 602.91

S 89°04'34" W 305.88

JEFFERY BOSCHER  
PID: 84.53532.0533

ANDREA MCCURDY  
PID: 84.53532.0520

SISTERS OF THE ORDER  
OF ST BENEDICT  
PID: 84.53470.0086

WEST LINE OF  
FOXMORE HOLLOW

FOXMORE HOLLOW

FOXMORE WAY

2ND AVE. SW

BENEDICT

BLOCK 2

BLOCK 9

BLOCK 10

BLOCK 11

BLOCK 7

BLOCK 8

BLOCK 9

BLOCK 10

BLOCK 11

OUTLOT H

BLOCK 6

BLOCK 7

BLOCK 8

BLOCK 9

BLOCK 10

OUTLOT H

BLOCK 5

BLOCK 6

BLOCK 7

BLOCK 8

BLOCK 9

OUTLOT H

BLOCK 4

BLOCK 5

BLOCK 6

BLOCK 7

BLOCK 8

OUTLOT H

BLOCK 3

BLOCK 4

BLOCK 5

BLOCK 6

BLOCK 7

OUTLOT H

BLOCK 2

BLOCK 3

BLOCK 4

BLOCK 5

BLOCK 6

OUTLOT H

BLOCK 1

BLOCK 2

BLOCK 3

BLOCK 4

BLOCK 5

OUTLOT H

BLOCK 0

BLOCK 1

BLOCK 2

BLOCK 3

BLOCK 4

OUTLOT H

BLOCK 0

BLOCK 1

BLOCK 2

BLOCK 3

BLOCK 4

OUTLOT H

BLOCK 0

BLOCK 1

BLOCK 2

BLOCK 3

BLOCK 4

OUTLOT H

BLOCK 0

BLOCK 1

BLOCK 2

BLOCK 3

BLOCK 4

OUTLOT H

BLOCK 0

BLOCK 1

BLOCK 2

BLOCK 3

BLOCK 4

OUTLOT H

BLOCK 0

BLOCK 1

BLOCK 2

BLOCK 3

BLOCK 4

OUTLOT H

BLOCK 0

BLOCK 1

BLOCK 2

BLOCK 3

BLOCK 4

# PRELIMINARY PLAT OF BENEDICT SECOND ADDITION

GTI PROPERTIES LLC  
PID: 84.53436.0006

SISTERS OF THE ORDER  
OF ST BENEDICT  
PID: 84.53470.0091

OUTLOT H

OUTLOT H

WETLAND

LOT 1  
BLOCK 1

SISTERS OF THE ORDER  
OF ST BENEDICT  
PID: 84.53300.0026

OUTLOT H

WETLAND

SE1/4 OF NW1/4

SECTION

16

T115N

R29W

STATE HIGHWAY RIGHT  
OF WAY PLAT NO. 15 21  
INTERSTATE HIGHWAY 94

N 47°33' W 1400.00

NORTHEASTERLY R/W 194

N 89°10'04" E 749.74

N 37°28'23" W 247.50

DITCH EASEL  
BK 31

WEST LINE OF WALZ'S  
HILLTOP ACRES

100 FOOT  
DRAINAGE  
EASEMENT PER PLAT  
OF BENEDICT

WETLAND

S 00°09'40" E 288.66

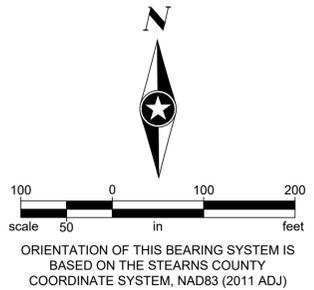
S 89°15'37" W  
18.00

SEE SHEET 7 OF 8

SEE SHEET 5 OF 8

## LEGEND

	FOUND IRON MONUMENT, CAST IRON MONUMENT, AND SECTION CORNER (WR)		BURIED GAS LINE
	SET 1/2 INCH BY 14 INCH IRON PIPE WITH CAP STAMPED 4552, SET MAC NAIL		ROAD SIGN, STREET NAME SIGN, SIGNAL BOX, AND E911 SIGN
	SANITARY MANHOLE, CLEAN OUT, LIFT STATION AND FORCE MAIN MANHOLE		TREE LINE
	SANITARY GRAVITY MAINLINE SANITARY FORCE MAIN		BOUNDARY LINE
	STORM MANHOLE AND CATCH BASIN		ADJACENT DEED OR PLAT LINE
	STORM SEWER GRAVITY MAINLINE		ROAD RIGHT OF WAY LINE
	POWER POLE, ANCHOR, LIGHT POLE AND ELECTRIC METER		SECTION LINE
	BURIED ELECTRIC CABLE		QUARTER SECTION LINE
	ELECTRIC PEDESTAL, MANHOLE, SIGN AND VAULT		QUARTER-QUARTER SECTION LINE
	OVERHEAD POWER		PERMANENT EASEMENT LINE
	BURIED CABLE TV CABLE		CHAIN LINK FENCE
	FIBER OPTIC PEDESTAL AND SIGN		MAJOR CONTOUR LINE AND LABEL
			MINOR CONTOUR LINE AND LABEL
			BITUMINOUS SURFACE
			CONCRETE SURFACE
			GRAVEL SURFACE
			BUILDING



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SUITE 300  
SARTELL, MN 56377  
www.sehinc.com

# BENEDICT SECOND ADDITION

SEE SHEET 6 OF 8

## LOT 1 BLOCK 1

SISTERS OF THE ORDER  
OF ST BENEDICT  
PID: 84.53300.0326

OUTLOT H

WETLAND

NORTHEASTERLY R/W 194

100 FOOT  
DRAINAGE  
EASEMENT PER PLAT  
OF BENEDICT

WEST LINE OF WALZ'S  
HILLTOP ACRES

NORTH LINE  
WALZ'S HILLTOP ACRES

SOUTH LINE SE 1/4 NE 1/4 SECTION 16

S 89°11'17" W 1346.35

S 89°11'18" W 1347.93  
TO SECTION CORNER

DUANE & LAURA GREGORY  
PID: 84.53945.0004

ELIZABETH SCHLOEMER  
PID: 84.53945.0005

BRIAN & LINDA  
JOHNSON  
PID: 84.53945.0006

RANDALL & DEBORAH BUNNELL  
PID: 84.53945.0007

JEREMY HENDRIKSON  
PID: 84.53945.0047

CRAIG ETHEN  
TRUST  
PID: 84.53945.0048

RICHARD & AUDREY SCHROEDER  
PID: 84.53945.0049

NORTHERN NATURAL  
GAS CO.  
PID: 84.53433.0068

NOT  
PLATTED

S 89°15'37" W  
18.00

S 00°09'40" E 374.99

N 89°15'37" E  
18.00

S 00°09'40" E 343.77

EAST LINE  
NW1/4 SE1/4

OUTLOT H

STATE HIGHWAY RIGHT  
OF WAY PLAT No. 35 21  
INTERSTATE HIGHWAY 94

NW1/4 OF SE1/4

SECTION 16

T115N

R29W

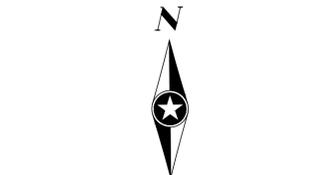
RANDALL BRODA  
PID: 84.53434.0015

NOT PLATTED

NE1/4 OF SE1/4

### LEGEND

●	FOUND IRON MONUMENT, CAST IRON MONUMENT, AND SECTION CORNER (WR)		BURIED GAS LINE
○	SET 1/2 INCH BY 14 INCH IRON PIPE WITH CAP STAMPED 46562, SET MAG NAIL		ROAD SIGN, STREET NAME SIGN, SIGNAL BOX, AND E911 SIGN
○	SANITARY MANHOLE, CLEAN OUT, LIFT STATION AND FORCE MAIN MANHOLE		TREE LINE
○	SANITARY GRAVITY MAINLINE		BOUNDARY LINE
○	SANITARY FORCE MAIN		ADJACENT DEED OR PLAT LINE
○	STORM MANHOLE AND CATCH BASIN		ROAD RIGHT OF WAY LINE
○	STORM SEWER GRAVITY MAINLINE		SECTION LINE
○	POWER POLE, ANCHOR, LIGHT POLE AND ELECTRIC METER		QUARTER SECTION LINE
○	BURIED ELECTRIC CABLE		QUARTER-QUARTER SECTION LINE
○	ELECTRIC PEDESTAL, MANHOLE, SIGN AND VAULT		PERMANENT EASEMENT LINE
○	OVERHEAD POWER		CHAIN LINK FENCE
○	BURIED CABLE TV CABLE		MAJOR CONTOUR LINE AND LABEL
○	FIBER OPTIC PEDESTAL AND SIGN		MINOR CONTOUR LINE AND LABEL
			BITUMINOUS SURFACE
			CONCRETE SURFACE
			GRAVEL SURFACE
			BUILDING

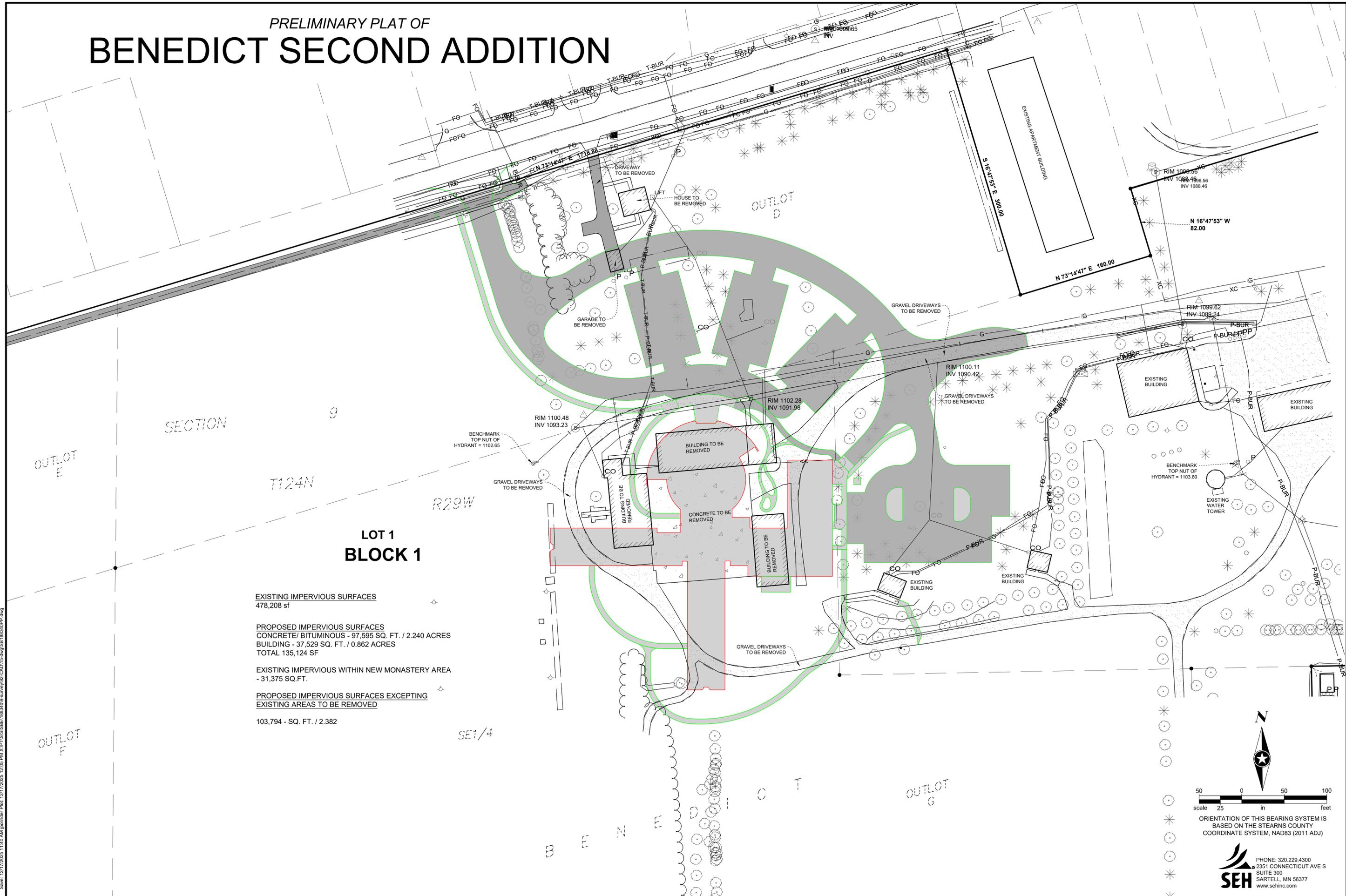


ORIENTATION OF THIS BEARING SYSTEM IS  
BASED ON THE STEARNS COUNTY  
COORDINATE SYSTEM, NAD83 (2011 ADJ.)

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SUITE 300  
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# PRELIMINARY PLAT OF BENEDICT SECOND ADDITION



SECTION 9

T124N

R29W

**LOT 1  
BLOCK 1**

EXISTING IMPERVIOUS SURFACES  
478,208 sf

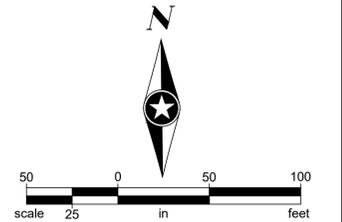
PROPOSED IMPERVIOUS SURFACES  
CONCRETE/ BITUMINOUS - 97,595 SQ. FT. / 2.240 ACRES  
BUILDING - 37,529 SQ. FT. / 0.862 ACRES  
TOTAL 135,124 SF

EXISTING IMPERVIOUS WITHIN NEW MONASTERY AREA  
- 31,375 SQ.FT.

PROPOSED IMPERVIOUS SURFACES EXCEPTING  
EXISTING AREAS TO BE REMOVED

103,794 - SQ. FT. / 2.382

SE1/4



ORIENTATION OF THIS BEARING SYSTEM IS  
BASED ON THE STEARNS COUNTY  
COORDINATE SYSTEM, NAD83 (2011 ADJ)

**SEH**  
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2351 CONNECTICUT AVE S  
SUITE 300  
SARTELL, MN 56377  
www.sehinc.com

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**ORDINANCE PC2026-004**

**AN ORDINANCE AMENDING ORDINANCE 502.04 and 502.50**

New language is underlined and in red font. Language to be eliminated is shown as strikethrough.

---

**The City Council for the City of St. Joseph, HEREBY ORDAINS that City Code Section 502.04 is hereby amended to add the following definitions:**

**Beauty Salons – a business where people receive professional cosmetic treatments like hairdressing, and manicures**

**Tattoo/Body Art – a licensed business that provides permanent tattoos and makeup to clients using needles and ink**

---

**The City Council for the City of St. Joseph, HEREBY ORDAINS that City Code Section 502.50 is hereby amended as follows:**

---

Section 502.50: B-1 CENTRAL BUSINESS DISTRICT

---

Subd. 1: Intent. The Central Business District has been established to encourage the continuation of a viable downtown by promoting uses dependent of high volumes of pedestrian traffic; to provide for regulation of the high intensity commercial uses located within the original core of the City; and, to encourage parks/greenspace in the downtown. The Central Business District provides space for concentrated general business and commercial activities at locations where they are easily accessible to residential areas and, at the same time, minimizing negative impacts to residential neighborhoods.

Subd. 2: Permitted Uses. The following uses shall be permitted within the Central Business District:

- a) Antique stores.
- b) Appliance stores.
- c) Apparel shops.
- d) Artisan shops.
- e) Bakery goods, sales and baking of goods on premises.
- f) Barber and beauty salons, **Tattoo/Body Art**
- g) Bicycle sales and repairs.
- h) Book stores.

- i) Boutiques.
- j) Business/professional offices.
- k) Coffee shops.
- l) Delicatessen, fruit, vegetable and meat stores.
- m) Farmers market. Notification and the submittal of a plan to the Planning Commission is required.
- n) Financial institutions, including insurance companies.
- o) Florist.
- p) Government buildings.
- q) Grocery and drug stores, not more than 10,000 square feet in size.
- r) Hardware stores, not more than 10,000 square feet in size.
- s) Hobby shops and gift stores.
- t) Interior design services, including floor and wall covering stores.
- u) Jewelry sales and service.
- v) Laundry and dry-cleaning services.
- w) Library.
- x) Medical, optical and dental clinics.
- y) Microbreweries and bars.
- z) Musical instrument stores.
- aa) Parks and Open Spaces.
- bb) Pet shops, excluding kennel services.
- cc) Photograph sales and repair.
- dd) Record and video stores.

- ee) Restaurants, coffee shops, excluding drive-in service.
- ff) Sporting goods stores.
- gg) Postal facilities
- hh) Short-term rental subject to City Ordinance 505.13 and provided the short-term rental use is accessory to the permitted principal commercial use.
- ii) Other use determined by the Planning Commission to be of the same character as contained in this Subdivision.

Subd. 3: Conditional Uses. The following uses shall require a Conditional Use Permit as provided for in this Ordinance.

- a) Bed and Breakfast.
- b) Convenience stores, excluding fueling facilities.
- c) State licensed day care and nursery school facilities provided that:
  1. Adequate off-street parking and loading is provided, and;
  2. The facility meets all State licensing requirements pursuant to Minnesota Statutes 245A.02 and 45A.11.
- d) Mixed use of a Permitted Use and a multiple residential dwelling units; but only if at least 50% of the interior square footage (exclusive of the basement or cellar) is used full time for a Permitted Use, and said permitted and residential uses are not conflicting. The area consisting of multiple residential dwelling units must meet the standards of this Ordinance; and said residential uses occupy only the upper and/or rear portions of structures. Off-street parking requirements shall be separately determined for the commercial and residential uses in accordance with Section 502.10.
- e) Hotels, Motels, Lodge. Short-term rental if the short-term rental is the principal and sole use of the property.
- f) Other uses determined by the Planning Commission to be of the same character as contained in this Subdivision.

Subd. 4: Permitted Accessory Uses. The following uses shall be permitted as an Accessory Use in the Central Business District.

- a) Commercial or business building for a use accessory to the principal use, not to exceed 50 percent of the size of principal building.

- b) Signs as regulated in this Ordinance.
- c) Temporary buildings for construction purposes for a period not to exceed construction.
- d) Off-street loading and parking areas.

Subd. 5: Building Location/Setback Requirements. Buildings shall be set close to the street with parking behind or on the side of the building, except that the setback is twenty (20) feet from a residential district.

Subd. 6: Height Requirements. Any portion of a structure shall not exceed 3 stories or 40 feet in height. Berming the building does not allow a building to be constructed higher than 40 feet. Elevation for the building shall be determined by the average grade of the land.

Subd. 7: Building Materials. Building facades shall be designed to avoid a monolithic design and feature divisions in materials, textures and separate entrance treatments. The exterior surface of all buildings and structures must be constructed of one of, or a combination of, the following building materials.

- a) Brick or face brick including textured, burnished and colored block;
- b) Specially designed precast concrete units if the surfaces have been integrally treated with an applied decorative material or texture (excluding raw concrete block painted or unpainted or ceramic faced);
- c) Wood;
- d) Natural or cut stone;
- e) Glass or any combination thereof;
- f) Stucco;
- g) Pre-finished architectural metal panels when utilized for accent and/or architectural components of buildings such as the entry or entry appendage, a required enclosure or screen or architectural roofing as an intended designed accent (not to exceed 15% of the exposed wall area on any two visible sides of the building).
- h) Any other materials approved by the City Council after a review and recommendation by the Planning Commission, including but not limited to durable decorative synthetic material or concrete composite material found to be comparable or superior which mimic the appearance of other approved materials.
- i) Roof Materials. All roofs which are exposed to a view or are an integral part of a

Building's aesthetics will be constructed only of commercial grade asphalt shingles, wood shingles, standing seam metal, slate, tile or copper. The City Council may consider green roof options that reduce stormwater runoff and improve water quality.

Subd. 8: Other Requirements.

- a) Landscaping Plan. The landscaping, upon any building site or lot, must be carried out in accordance with a landscaping plan prepared by an experienced landscape professional which will be reviewed and approved by the City before construction on a lot. All areas of a lot not occupied by buildings, parking and loading areas, drives, walkways, or other permitted structures must be landscaped with trees, shrubs, grass and other planted ground cover approved by City Staff.
- b) Landscaping Methods and Material. Landscaping may include seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including rain gardens. Plant material selection will take into consideration disease and insect resistance, hardiness to the area, the ability to provide seasonal interest and future maintenance considerations. Native species are preferred. The following species will not be allowed: Box Elder, female Ginkgo, Willow and Cottonwoods.
- c) Waste Handling Screening. All waste and recycling areas must be either stored in the principal building or stored in a four (4) sided enclosure at a minimum of five (5) feet in height constructed of brick, stone, decorative concrete material or a material comparable and compatible with the material of the principal building. Waste handling areas should be shared between lots and buildings to the extent possible to minimize their impact and must be located on the rear of sides of buildings to minimize visibility from roadways. Any changes to trash handling areas once a building is constructed must comply with this Ordinance and requires approval by the City.
- c) Where a use exists pursuant to a conditional use permit in conjunction with a permitted use, the required parking shall be computed for the permitted use and conditional use separately with adequate parking required to satisfy both uses.
- d) No outdoor storage shall be allowed.
- e) Single tenant retail buildings shall not exceed 10,000 square feet.

Subd. 9: Site Coverage. No structure or combination of structures shall occupy more than 90 percent of the lot area.

Subd. 10: Additional Requirements. Uses may be subject to additional requirements contained in this Ordinance including, but not limited to the sections governing parking, home occupation, floodplain, signs, etc.

Subd. 11: Interim Use Permit for Rental Units.

- a) Single-family residential dwelling units in areas that have been rezoned to commercial from residential shall be allowed an interim use permit as a rental unit for a limited period of time to allow for a transition in use to commercial. When a majority of the block is a commercial use, no additional interim use permits shall be granted or extended and single family rental dwellings shall transition to a permitted use in compliance with this Ordinance. The maximum density for rental units under the interim use permit shall be limited to the density which is allowed in the R-1, Single Family Residential District.
- b) The interim use as a rental unit shall be obtained through the interim use procedures set forth in this Ordinance.
- c) The maximum term for an interim use permit shall be five years but may be less as approved by the governing body.



**Resolution PC 2026-005**  
**SUMMARY PUBLICATION OF ORDINANCE NO. PC2026-004**  
**AN ORDINANCE AMENDING ORDINANCE 502.04 and 502.50**

The following official summary of the ordinance referred to has been approved by the City Council of St. Joseph as clearly informing the public of the intent and effect of the amendments.

Ordinance amendment to City Code 502.04 and 502.50. Amendment adds definitions for “Beauty Salons” and “Tattoo/Body Art” along with allowing “Tattoo/Body Art” in the B-1 Central Business District.

A printed copy of the entire ordinance is available for inspection by any person at the office of the City Clerk any Monday through Friday between the hours of 8:00a.m. and 4:30 p.m. or on the City website at [www.cityofstjoseph.com](http://www.cityofstjoseph.com)

This document hereby is made a part of this ordinance and is attached hereto.

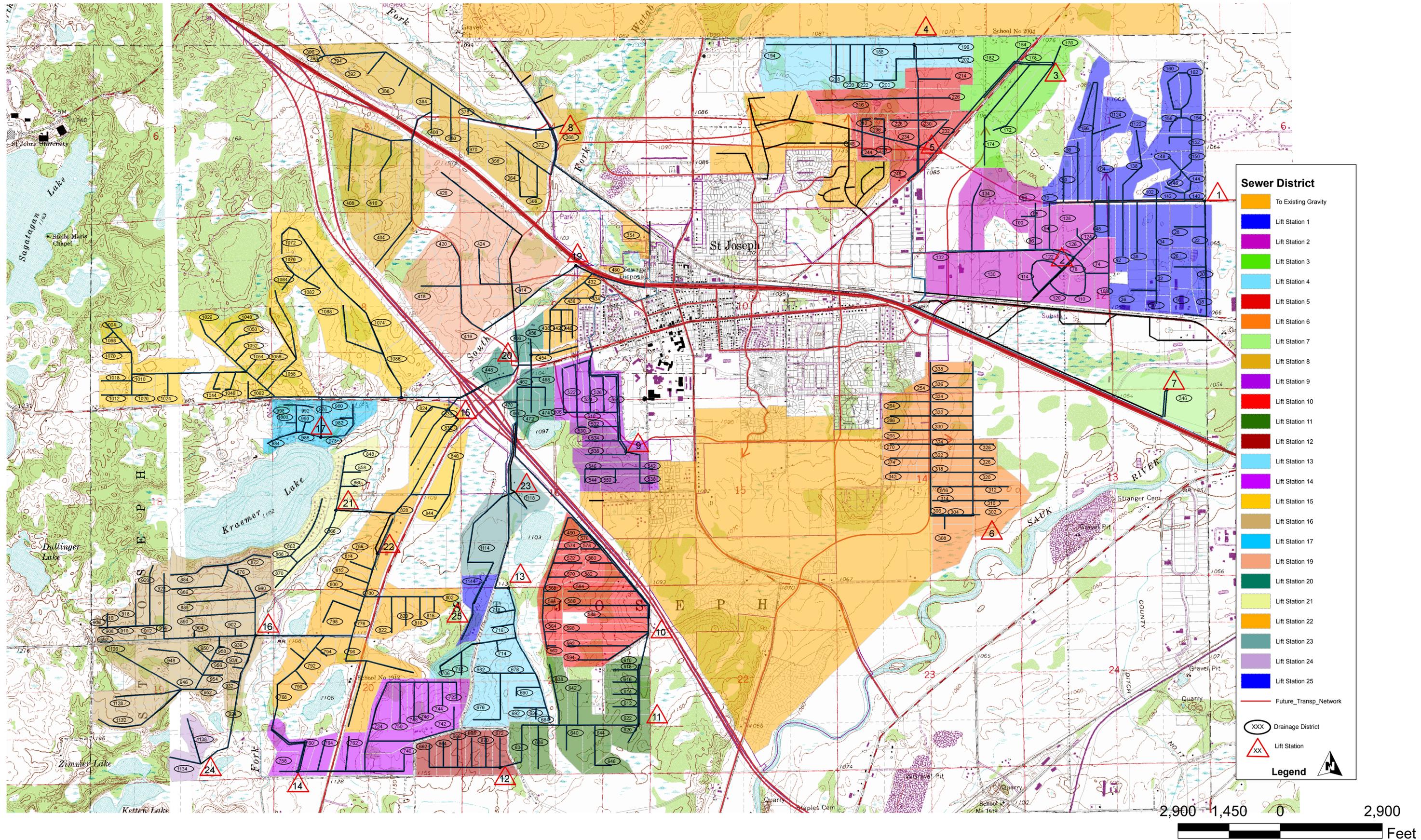
\_\_\_\_\_  
Adam Scepaniak, Mayor

ATTEST:

\_\_\_\_\_  
David Murphy, City Administrator

SEAL

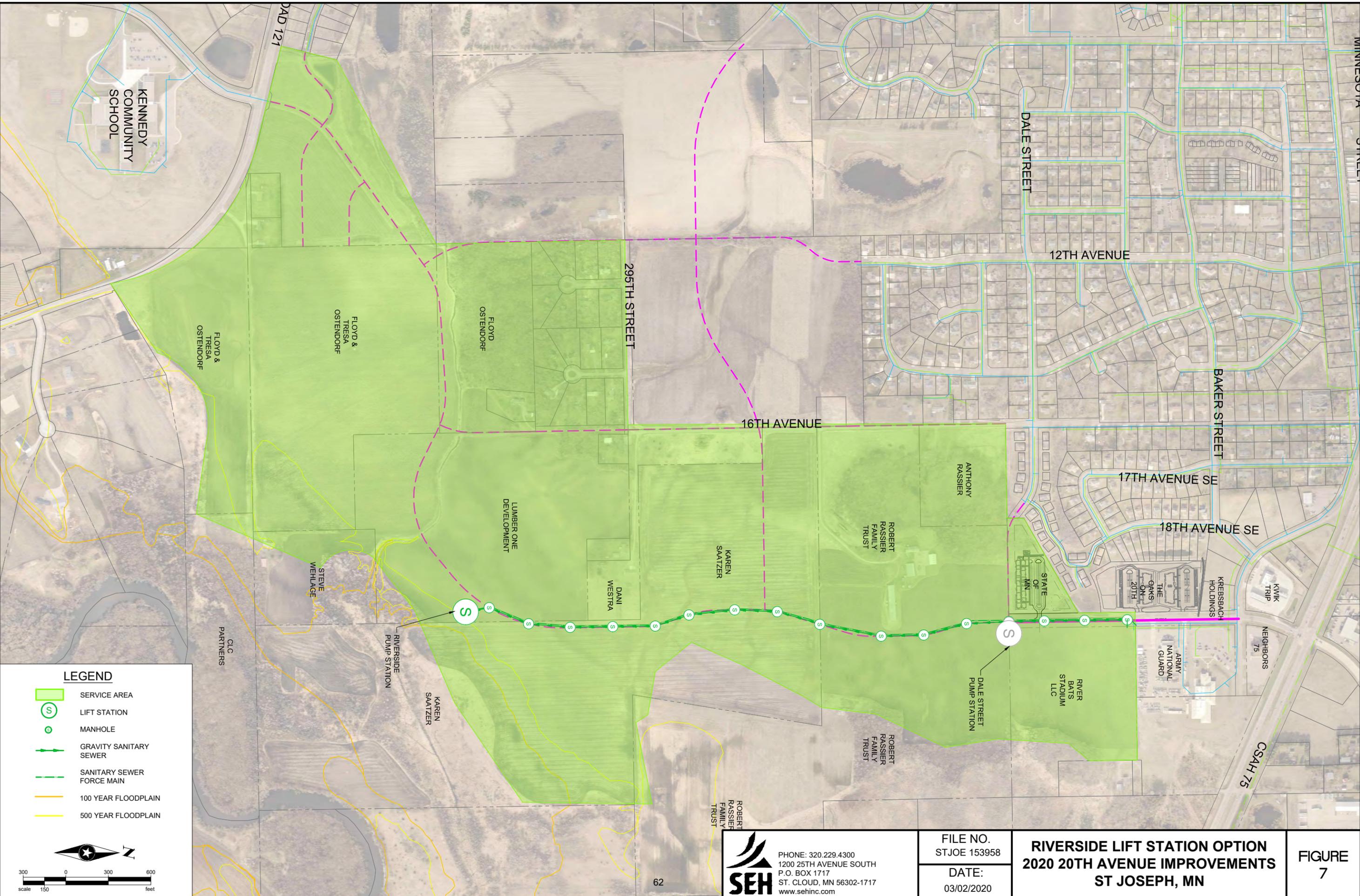
PUBLISHED IN THE ST. CLOUD TIMES ON \_\_\_\_\_, 2026



SANITARY SEWER STUDY  
St. Joseph, Minnesota

FIGURE 3  
Sanitary Sewer Districts

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**LEGEND**

- SERVICE AREA
- S LIFT STATION
- MANHOLE
- GRAVITY SANITARY SEWER
- SANITARY SEWER FORCE MAIN
- 100 YEAR FLOODPLAIN
- 500 YEAR FLOODPLAIN



**SEH**  
 PHONE: 320.229.4300  
 1200 25TH AVENUE SOUTH  
 P.O. BOX 1717  
 ST. CLOUD, MN 56302-1717  
 www.sehinc.com

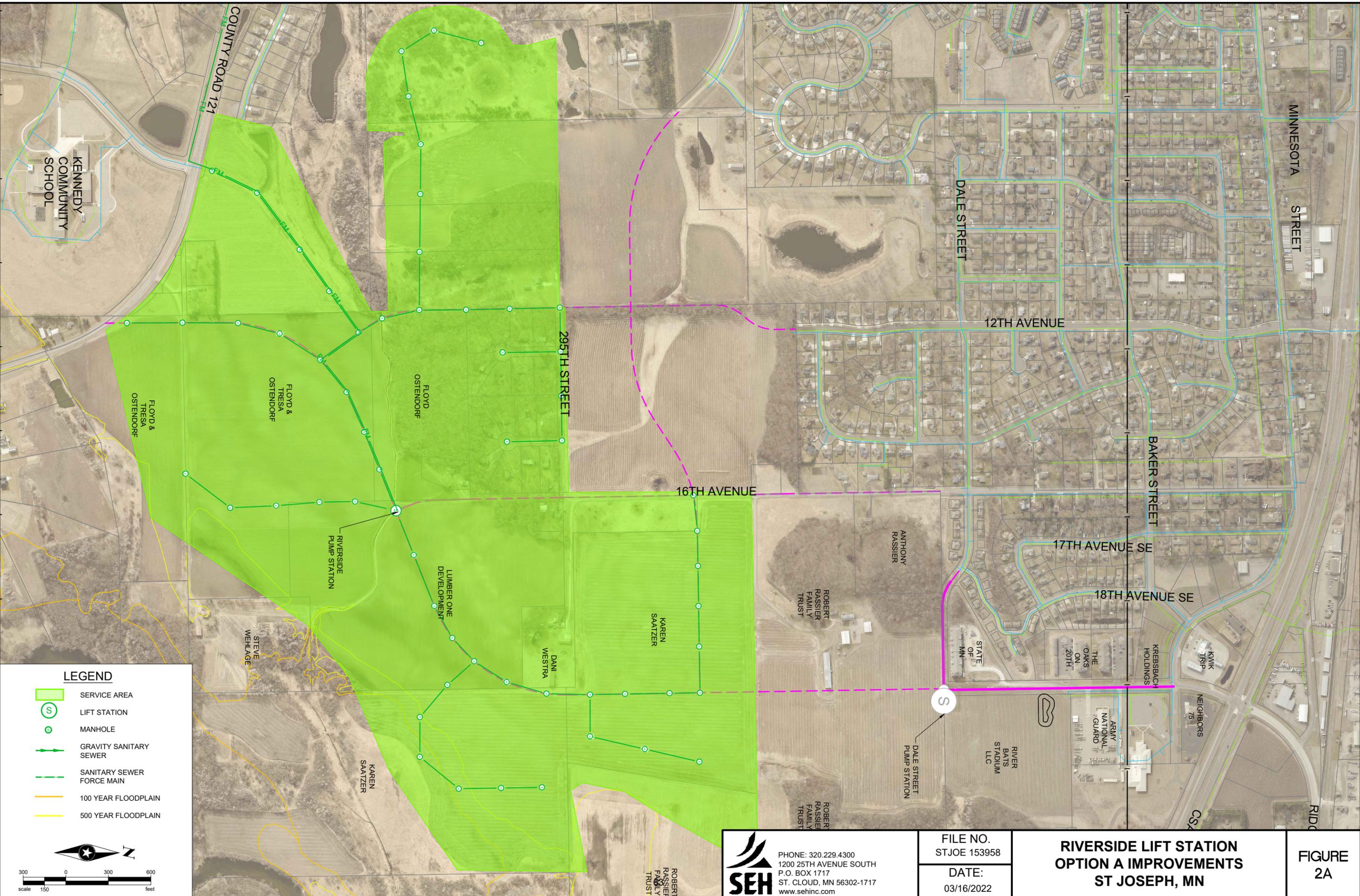
FILE NO.  
STJOE 153958

DATE:  
03/02/2020

**RIVERSIDE LIFT STATION OPTION  
 2020 20TH AVENUE IMPROVEMENTS  
 ST JOSEPH, MN**

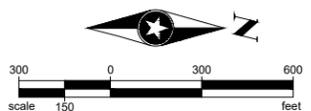
**FIGURE  
7**

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**LEGEND**

-  SERVICE AREA
-  LIFT STATION
-  MANHOLE
-  GRAVITY SANITARY SEWER
-  SANITARY SEWER FORCE MAIN
-  100 YEAR FLOODPLAIN
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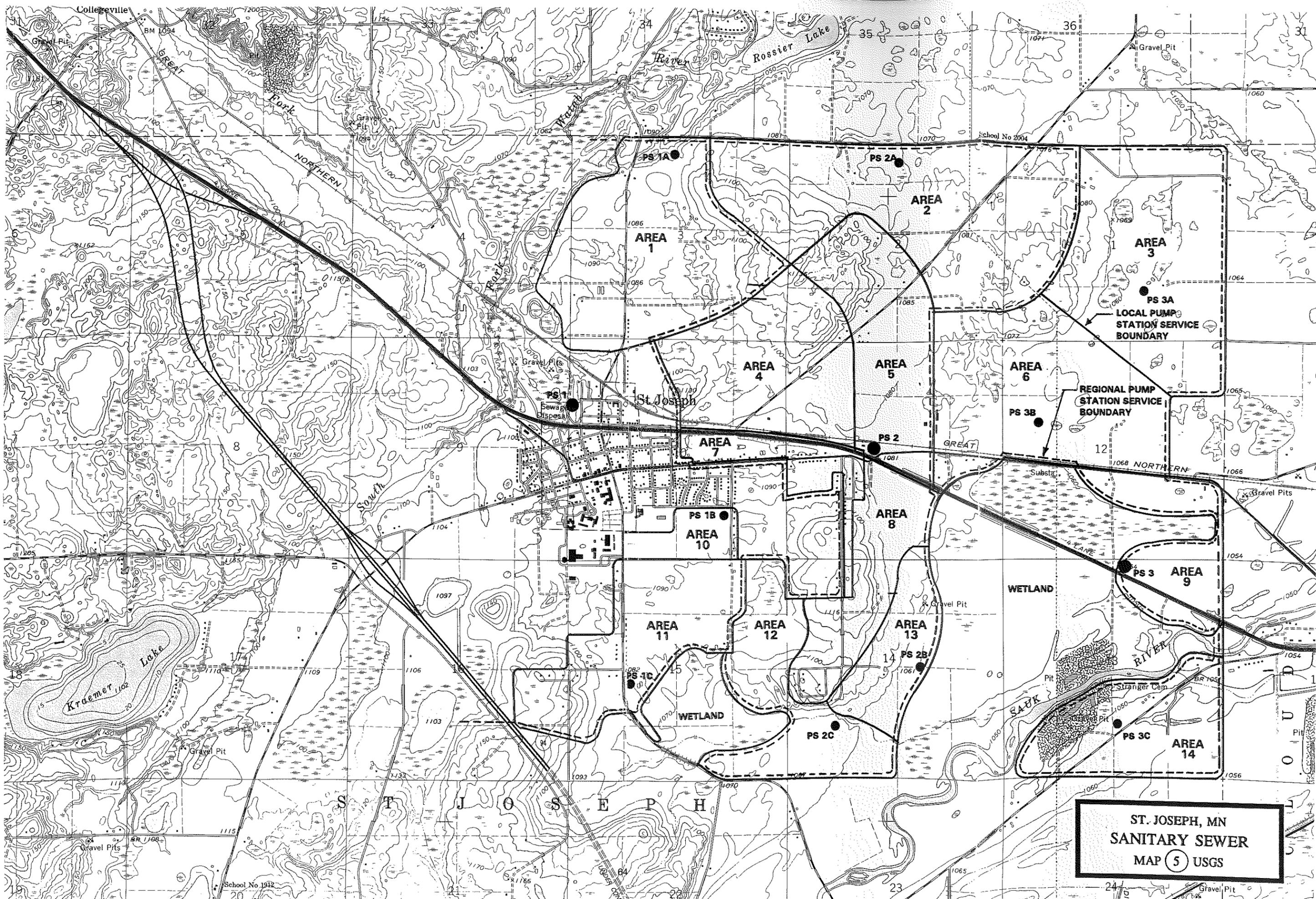


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FILE NO. STJOE 153958
DATE: 03/16/2022

**RIVERSIDE LIFT STATION  
 OPTION A IMPROVEMENTS  
 ST JOSEPH, MN**

**FIGURE  
 2A**



ST. JOSEPH, MN  
SANITARY SEWER  
MAP 5 USGS

## **NORTHERN MEADOWS DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** made effective the 27<sup>th</sup> day of April, 2020, by and between the City of Sartell, a municipal corporation of the State of Minnesota (the “City”), and Five Points Holdings LLC (the “Developer”).

### **RECITALS**

- A.** The Developer is the fee owner of the property situated in the City of Sartell and legally described on the attached **Exhibit A** (the “Subject Property”).
- B.** The Developer has requested and received preliminary plat approval to facilitate development of the Subject Property with single-family units on March 9, 2020.
- C.** On March 9, 2020, the City approved of the final plat of the Subject Property known as Northern Meadows (the “Plat”), which approval is contingent on the terms and conditions of this Agreement, including the Developer and the City entering into this Agreement.
- D.** The Developer acknowledges that Developer is responsible for all costs incurred by it or the City in conjunction with the development of this Plat, including, but not limited to construction of improvements, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the Plat, the preparation of this Agreement, and all costs and expenses incurred by the City in monitoring and inspecting development of the Plat and improvements therein, unless otherwise provided herein.

**NOW, THEREFORE**, in consideration of the covenants and agreements contained herein, the City and Developer agree as follows:

## PLAT

**Recording.** The Developer will record the Plat and this Development Agreement with the County at Developer's expense prior to award of the construction contract for the Improvements or within one hundred and eighty (180) days of Final Plat approval and will forward confirmation of the recording of the documents to the City. In the event that technical or clerical revisions are needed in this document or if for any reason the County Recorder deems the Development Agreement unrecordable, the Developer will cooperate with the City in the execution or amendment of any revised Development Agreement. If, for any reason, the Plat is not recorded by the County, Developer agrees to hold the City harmless for any costs incurred. It is expressly understood that Developer will have no claim for breach of this Agreement in the event the Plat is not recordable or revisions are required in the Plat. If the Plat is not recorded prior to the assignment of assessments, the Developer shall be responsible for all costs incurred in the dividing of assessments at a later date.

**Monuments.** The Developer will install Plat monuments within one year after recording the Plat. No building permit will be issued for a lot in the Plat until the lot monuments have been installed and certified by a registered land surveyor. Monuments will need to be relocated and/or replaced if they become buried or removed during the excavation/development of the property.

**Permits.** Upon execution of this Agreement, the Developer and other necessary parties shall promptly apply for all permits, approvals, licenses or other documents from any and all necessary governmental agencies (including but not limited to the City, Benton/Stearns County, the Pollution Control Agency, the Department of Health and the Department of Natural Resources) so as to enable the Improvements shown in the Plans as herein contemplated. The Developer shall use its best efforts to obtain the same as soon as reasonably possible.

## IMPROVEMENTS

**Utilities.** The lots within the Plat are proposed to be served by individual private well and septic systems. Private wells are permitted by the Minnesota Department of Health and private septic systems are permitted by Stearns County. The Developer acknowledges it is Developer's responsibility to work with those agencies on necessary permits and has been in contact with Stearns County to ensure the septic systems and two drainfield locations will meet all requirements and with Minnesota DOH to ensure wells can be properly permitted. The Plat includes dedication of sufficient right of way and easements to allow for future installation of City water and sewer. There is no guaranty such utilities will be installed in the future; however, sufficient right of way and easements are required to accommodate the possibility. The City will allow installation of private wells in the front or side easement areas of each lot, but the then owner of such lot must cap and seal such private well upon request of the City after connection to City water services.

The depth of all wells shall be reviewed and approved by the appropriate permitting agencies prior to installation.

**Fire Suppression System.** Developer agrees to install a fire suppression well and hydrant of a capacity and at a location approved by the City prior to commencing any construction on second phase of this development. Maintenance & annual testing of well/pump house/hydrant & access road will be the responsibility of the Homeowners Association. Documentation of all annual testing shall be provided for review to the City Fire Marshal or Fire Chief.

**Other Improvements.** The Developer proposes to install to City standards the following improvements within portions of the Plat: storm infiltration/drainage, streets with striping for pedestrian use, street lights, mail boxes per the USPS guidelines, traffic control signs, landscaping requirements and appurtenances thereto (the "Improvements") and has requested the City prepare final plans and specifications for such Improvements (the "Plans"). The Developer will cause to be constructed at its cost the Improvements according to City standards and in accordance with the Plans to be designed by the City Engineer. The parties agree that the Developer will not start construction of any structure in the Plat until the City has approved and accepted the construction of the Improvements, except street wear course, unless the City agrees otherwise in writing. The Developer will provide City with As Built drawings promptly upon completion of construction of the Improvements.

**City To Approve Contractor.** The City will have the right to approve the contractor and subcontractors who will complete the construction and installation of the Improvements called for in this Agreement. Notwithstanding the City's approval of a contractor or subcontractor, Developer will accept responsibility as the General Contractor for the construction and installation of the Improvements. The City's approval of the Contractor and/or subcontractors shall not be unreasonably withheld.

**Security.** It is agreed that the City has the right, privilege and authority as a condition precedent to the approval of the Plans and approval of the Plat to prescribe design requirements for Improvements within the Plat. The Developer will fully and faithfully comply with all the terms of any and all contracts entered into by the Developer for the installation and construction of all Improvements and hereby warrants and guarantees the workmanship and materials for a period of two years following the City's final acceptance of the Improvements. The Developer will provide an Improvements Letter of Credit until the successful completion of such warranty period. If any claims are made in writing within the warranty period, the Improvements Letter of Credit for the warranty will not be released until such claims are resolved. Developer will provide to the City upon execution of this Development Agreement and maintain the Improvements Letter of Credit in a form acceptable to the City in the amount of \$396,000, which may be adjusted to 100% of bid construction costs when known and agreed to by the City Engineer to guarantee timely and satisfactory construction of the Improvements and Developer's performance of all terms of this Agreement. Upon completion, inspection, and acceptance by the City of the Improvements, the Improvements Letter of Credit will be released proportionately, except for 10% of the above Letter of Credit or estimated cost of the final wear course, whichever is greater, and maintained for the duration of the warranty period. The Improvements Letter of Credit must include this provision:

***In the event that the terms of the Development Agreement are not fulfilled, this Letter of Credit shall be automatically extended at its expiration date on an annual basis unless at***

*least sixty (60) days prior to expiration date we have notified the City of Sartell by certified mail that we elect not to extend this Letter of Credit. Upon receipt of said notice, the City of Sartell shall be entitled to draw at sight, by presentment of a draft or drafts prior to the date of expiration hereof, up to the full aggregate amount as set forth herein, less any reduction.*

In addition to the Improvements Letter of Credit, the Developer must provide security in the amount of \$29,500 to be used to secure reimbursement of all costs incurred by the City including, but not limited to, engineering fees, inspections, legal fees, cost of acquisition of any necessary easements if any, and any other costs incurred by the City relating to the Development, including the preparation of this Agreement (“Cost Security”). Such Cost Security will be drawn upon if such charges are not paid within 30 days of invoice to Developer. In addition to drawing on the Cost Security, the City may issue a stop work order, withhold additional permit or approval, or exercise any other remedy until the City’s costs are paid.

The City may draw on the Improvements Letter of Credit or Cost Security, without notice and at the Bank’s branch office in or nearest to St. Cloud, Minnesota, at any time any term of this Development Agreement remains unfulfilled by Developer or if such letter of credit is not renewed as required sixty (60) days prior to end of the term. The City will have the right to enter upon the Subject Property to inspect work or complete all or a portion of the project as necessary. In the event the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

**Completion Timeline.**

The construction schedule is weather dependent but assumes a construction start date on or about May 1, 2020. Utility construction can take place as long as the frost depths do not become excessive. The construction of the roadway will take place in the summer of 2020 with final paving in 2021.

**Private Utilities.** All private utilities (e.g. electric, telephone, cable and gas) must be installed within a common area at the Developer’s expense. Developer is responsible for contacting utility companies for service to the Development Property. Developer is also responsible for any cost incurred in the installation of such utilities.

**Street Signs.** The Developer will install street identification signs according to City standards and the Developer is responsible for all costs incurred for such sign installation.

**Street Lights.** The Plans will include a street lighting plan with street lights to be installed by the contractor or utility company approved by the City in the City’s sole discretion at the Developer’s expense. The Developer is required to utilize the City approved street light standards unless the Developer receives prior City approval to vary the light standards.

**Hard Surfaced Driveways.** Hard surfaced driveways and driveway culverts are a requirement for each residential lot in the Plat and must be installed prior to the Certificate of Occupancy being issued or as soon thereafter as possible, weather permitting. Driveways and culverts are property owner’s responsibility to maintain.

**City Approval.** The City reserves the right to delay the bituminous wear paving if conditions warrant the delay. All work will be subject to the inspection and approval of the City and/or a duly authorized engineer of the City. Any unacceptable work will be corrected at the sole cost and expense of the Developer, to the satisfaction and approval of the City.

**Right to Proceed.** Within the Plat, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: (a) this Agreement has been fully executed by both parties and filed with the County, and (b) the City has issued a letter that all conditions required to commence the Improvements have been satisfied and that the Developer may proceed.

### **ADDITIONAL CONDITIONS OF APPROVAL**

The Developer shall also comply with the following conditions:

- A.** RESIDENTIAL: That all residential lots in the Plat will have a maximum of one hard surfaced driveway entrance. That the Developer will be required to obtain a NPDES Phase II (Construction Site) permit from the MPCA.
- B.** That all conditions outlined on attached **Exhibit B** must be resolved to the satisfaction of the City to be evidenced by written notice to proceed issued by the City.
- C.** That the all homes shall be constructed as proposed on the approved grading plan. Any deviation from the grading plan will result in the need to submit a new grading plan for review for areas impacted by said deviation. Those lots that are to be custom graded within the environmentally sensitive area must have their lot grading plan approved by City prior to issuance of a building permit.
- D.** That any future phases of the preliminary plat coming forth for approval of final plat must first be rezoned to R-1B unless otherwise agreed upon by City.

### **ENGINEERING**

**Plans and Specifications.** All plans and specifications for the Improvements must be prepared, and all work related thereto inspected, by the City Engineer, with all costs related thereto paid by the Developer as outlined below.

### **DEDICATION**

Developer will dedicate to the City, after their completion, all storm sewer and stormwater ponds, roadways with incorporated pedestrian trails, street lights, and other structures located in the right-of-ways in the Plat shown in the Plans. Developer will provide to the City any and all necessary easements and/or dedications or deeding to ensure that the City has the ability to maintain, repair, replace or modify the roadways, trails, storm sewers, holding and sedimentation ponds and other public improvements located in the Plat, and to access the fire suppression system required in future phases of the development.

## PONDS AND STORMWATER PIPES

**Cleaning of Ponds.** At such time as the City determines that construction on the Subject Property has been sufficiently completed so as not to cause significant erosion which will contaminate the holding ponds servicing the Subject Property, the Developer will clean/dredge all holding ponds and storm water pipes on the Subject Property. In the event the ponds require cleaning/dredging prior to the completion of all such construction, the City may request that the Developer complete more than one cleaning of the holding ponds. Developer is responsible for all permits relating to cleaning and dredging of ponds and pipes, including permits required by the Department of Natural Resources and the Army Corps of Engineers.

**Buffer Area Adjacent to Ponds.** All ponds servicing the Subject Property, whether such ponds are located on City owned property, easements running in favor of the City, or on private property, must maintain a minimum of an 8' natural buffer from the high water mark. Notwithstanding the above, one access to each pond may be required by the City in a location determined by the City in its sole discretion.

## EROSION AND LANDSCAPING

**Erosion Control.** The Developer will be responsible for the implementation and maintenance of development-wide erosion control measures. The Developer is hereby required to make application for a MPCA General Storm Water Permit for Construction Activity, Form #MNR 100001. This permit and its associated requirements shall remain in effect until **all** building sites within the Subdivision have been developed. The Developer will also comply with any erosion control method ordered by the City for the prevention of damage to adjacent property and the control of surface water runoff. As the development progresses, the City may impose additional erosion control requirements if, in the opinion of the City Engineer, such requirements are necessary to retain soil and prevent siltation of streams, ponds, lakes, or other adjacent properties, or of City utility systems. The Developer will comply with the erosion control plans and with any such additional instruction it receives from the City. The Developer shall properly clear any soil, earth or debris on City owned property, or public right of way resulting from construction work by the Developer or Builder, its agents or assigns. Failure to clean the site within 7 days will result in the City hiring out or performing the clean up and billing the Developer and its assigns the cost plus 15%. The Developer will cause to be performed to the City Engineer's satisfaction all finish grading, and will establish turf in all swales and ditches and will maintain said grading, swales, and ditches until the Improvements are completed and accepted by the City. All rear yard drainage swales will be final graded and restored with erosion control fabric. All areas disturbed by excavation and backfilling operations will be reseeded immediately after the completion of the work in that area. Seed will be rye grass or other fast growing seed to provide a temporary ground cover as rapidly as possible. All seeded areas will be mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. All swales and other drainage measures required by the Plans, grading plan, engineering reports and/or soil erosion control plan, as contained herein or as required by the City, shall not be disrupted, changed, or not maintained such that the swale or other drainage measures no longer function according to the original design. The City shall have the right at any time to enter upon the Subject Property so as

to ensure surface water drainage as originally designed. The Developer agrees to reimburse the City for any costs incurred by the City as a result of such corrective action.

**Hold Harmless Agreement.** The Developer acknowledges that its failure to control erosion may cause flooding and/or damage to adjoining property owners. In such event, the Developer agrees to hold the City harmless and indemnify the City from claims of all third parties of the Developer for flooding and/or damages arising out of such failure. Further, in the event the City undertakes any corrective actions to prevent or minimize any such flooding and/or damage, the Developer agrees to hold the City harmless and indemnify the City from claims of all third parties for damages arising out of said corrective action by the City, and agrees to reimburse the City for all out of pocket expenses incurred by the City arising out of the corrective action including, but not limited to any costs necessary to re-landscape disrupted soils located with the Plat.

**Lot Maintenance.** The Developer will maintain all lots and outlots in the Plat free of litter and debris. The Developer will mow all grass and weeds in excess of 10 inches in height on vacant lots and boulevards. Cut trees, tree stumps, or construction debris will be removed from the Plat. Burying or burning of trees or construction debris is not permitted on site.

## CITY FEES

**Area Charges.** The parties acknowledge that this development is unique in location near the westerly boundary of the City's orderly annexation area and that the City has opted to allow this large lot residential style development with exceptions to standard development design requirements because of that location and because of a desire to test the performance of this type of development model for potential future locations. However, both parties acknowledge that, if City water, sewer and/or storm utilities benefit the Plat in the future, then property owners will be required to pay trunk fees as well as installation costs at then current rates with Notices required as described in Miscellaneous section below. The parties further agree that lot owners will be charged the standard stormwater utility fees applied to other residences within Sartell since the City is responsible for long term maintenance of the development drainageways.

**Park Fees.** The developer shall deposit \$9,780 in park fees in lieu of dedication prior to the recording of the final plat.

## MISCELLANEOUS

**Neighborhood Notice.** Developer shall provide written notice to all potential builders and homeowners that their land is located in a large lot residential area and as such is subject to sounds and smells associated with the City's compost site and other agricultural uses in this area. Such notice shall also include an acknowledgement that the stormwater system in the Plat is a non-urban system which means swales or ditches will be in the right of way and may at times hold standing water and/or be subject to maintenance that will disrupt homeowner landscaping and responsibility for any landscaping disruption and for common maintenance like mowing within the City stormwater right of way will be landowner responsibility. If urban stormwater systems are installed in the future, stormwater ponds may be added to the Subject Property in

areas reserved in the Plat for such ponding. Further, written notice to all potential builders and homeowners must acknowledge that City and other private users will add wells in the future, and City will have no liability for impacts of future well installations on private wells located within the Plat. Such written notifications shall be provided to potential buyers prior to the time of sale and shall be recorded with said plat within the development covenants.

**Utilities Notice.** While the City makes no guaranty that it will install City water or sewer utilities in this Plat in the future, Developer shall provide written notice to all potential builders and homeowners that all properties located within said Plat may one day be specially assessed for sanitary sewer, municipal water and/or municipal stormwater systems. The written notification shall be provided to the potential buyers prior to the time of sale as it will be listed in the development covenants, a recorded copy of which must be provided to the City prior to construction of the Improvements. City hereby agrees it will not specially assess for any such City water and sewer utilities that may be installed, unless petitioned by 75% of the property owners with developed lots (those with a completed house) in the Plat; required by the State; or as follows (whichever occurs first):

- a. Phase 1- No assessment until 20 years after the completion of the warranty period or 2042, whichever occurs first
- b. Phase 2- No assessment until 20 years after the completion of the warranty period or 2045, whichever occurs first
- c. Phase 3- No assessment until 20 years after the completion of the warranty period or 2048, whichever occurs first
- d. Phase 4- No assessment until 20 years after the completion of the warranty period or 2051, whichever occurs first

The City makes no representations regarding suitability of lots for private septic systems or wells and Property Owner is 100% responsible for that determination.

**Representations.** The Developer represents that the Plat complies with all city, county, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations and permits thereto related. If the City determines that the Plat does not comply, the City may refuse to allow construction or development work in the Plat until compliance is achieved.

**Assignment.** This Development Agreement cannot be assigned or transferred without the written consent of the City. A breach of the terms of this Agreement by the Developer, including the unauthorized assignment or transfer of the Agreement, will be grounds for denial of the issuance of any building permit.

**Waivers.** The rights of the City under this Agreement are in addition to any other rights under statute, ordinance or any other agreement. The action or inaction of the City will not constitute a waiver or amendment under the provisions of this Agreement. To be binding, amendments or waivers will be in writing, signed by the parties and approved by the City Council. The City's failure to promptly take legal action to enforce this Agreement will not be a waiver or release. There is no intent to benefit any third parties and third parties will have no recourse against the City under this Agreement.

**Reimbursement.** The Developer will reimburse the City for all costs incurred by the City in the defense or enforcement of this Agreement, or any portion thereof, including court cost and reasonable engineering and attorneys' fees.

**License to Enter Land.** The Developer and its successors and assigns hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and/or inspections deemed appropriate by the City during the development of the Subject Property.

**Violation of This Agreement.** If the Developer fails to perform any of the terms of this Agreement in the manner required by the City, the City shall be entitled to recover, from the Developer or the issuer of Developer's financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Development Agreement by the Developer shall also be grounds for denial of Building or Occupancy Permits for buildings in the Plat.

**Agreement Binding.** The terms and provision hereof shall be binding upon, and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Subject Property and shall be deemed covenants running with the land.

**Indemnification.** The Developer will have no claim against the City and its officers and employees for damages sustained or costs incurred resulting from plat approval and development. The City and its officers, agents and employees will not be personally liable or responsible in any manner to the Developer, contractor or subcontractors, suppliers, laborers, or to any other person or persons whomsoever, for any claims, demands, damages, actions, or causes of action of any kind or character whatsoever arising out of or by reason of the execution of this Agreement, or the design, performance, and completion of the work and the improvements to be provided by Developer pursuant to this Agreement. The Developer will hold the City harmless from claims by third parties, including but not limited to other property owners, contractors, subcontractors and suppliers, for damages sustained or costs incurred resulting from plat approval and the development of the Property. The Developer agrees to indemnify, defend and hold harmless the City, its agents and employees from any claim, demand, suit, action or other proceeding whatsoever by any person for any loss or damage to property or any injury to or death of any person resulting from any actions by the Developer, or its agents or contractors.

**Insurance.** Until all of Developer's obligations under this Agreement are fulfilled, the Developer will provide and maintain public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise. Limits for bodily injury or death will not be less than \$500,000 for one person and \$1,500,000 for each occurrence. Limits for property damage will not be less than \$500,000 for each occurrence. The City will be named as an additional named insured on said policy and the policy shall provide that it may not be cancelled without 30 day prior written notice to the City. The Developer will file a copy of the insurance coverage with the City upon execution of this Agreement. The

insurance policy obtained by the Developer is subject to City approval. In the event that the City is held liable to a third party by a court of competent jurisdiction for damages and the insurance obtained by Developer for any reason fails to cover the City, the Developer will be liable under this Agreement for any and all costs incurred or damages claimed against the City.

**Certificate of Occupancy.** The City will not issue certificates of occupancy for any building within the Development until the building has complied with the grading and site plans, a tree has been planted in the front yard of each home, and the streets in the Development have been constructed to the point of having a bituminous base course.

**Incorporation by Reference.** All plans, special provisions, proposals, specifications and contracts for the Improvements to be made pursuant to this Agreement shall be and hereby are made a part of this Agreement by reference as fully as if set forth herein in full.

**Invalidity of Any Section.** If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not effect or void any of the other provisions of this Agreement.

#### **DEFAULT ON AGREEMENT**

**Events of Default.** The following shall be “Events of Default” under this Agreement and the term “events of default” shall mean, whenever it is used in this Agreement (unless the context otherwise provides) any one or more of the following events:

- A. Failure by the Developer to observe and substantially perform any covenant, condition, obligation, or agreement on its part to be observed or performed hereunder, including providing security or renewal of security as provided in this Agreement.
- B. If the Developer shall admit in writing its inability to pay its debts, generally as they become due, or shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Subject Property.
- C. If the Developer does not pay the assessments due on the property.

If the Developer fails to cure the Event of Default within ten (10) days of the date of notice sent to Developer by regular first class U.S. mail, Developer agrees that the City is hereby granted the right and privilege to declare any amounts expended by the City then due and payable as liquidated damages in full, and the City may immediately bring legal action against the Developer to collect such sums expended by the City; the Developer shall be personally responsible for payment of such sums; in addition, the City shall have a lien against the Subject Property. In addition to any other remedy provided in this Agreement, and without waiver of any such right, the City may avail itself of any or all of the following remedies:

1. Halt all Plat development work and construction of Improvements.
2. Refuse to issue building permits or occupancy permits as to any parcel until such time as the Event of Default is cured.
3. Apply to a court of competent jurisdiction to enjoin continuation of the Event of Default.

4. Terminate this Agreement by written notice to the Developer.

**Addresses.** The address of the Developer for the purposes of this Development Agreement is:

Five Points Holdings LLC  
PO Box 262  
Sartell, MN 56377

The address of the City for the purposes of this Development Agreement is:

City of Sartell  
125 Pinecone Road North  
Sartell, MN 56377

**IN WITNESS WHEREOF**, the parties have hereunto set their hands.

CITY OF SARTELL

By: *Ryan Fitzthum*  
Mayor

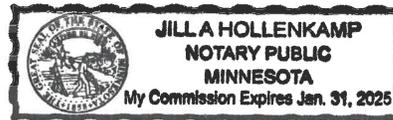
Date: May 12, 2020

By: *Anna Gruber*  
City Administrator

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF STEARNS    )

The foregoing was acknowledged before me the 12<sup>th</sup> day of May, 2020, by Ryan Fitzthum and Anna Gruber, the Mayor and City Administrator, respectively, of the City of Sartell.

*Jill Hollenkamp*  
Notary Public





**EXHIBIT A**  
**LEGAL DESCRIPTION**

That part of the East Half of the Northwest Quarter of Section 30, Township 125 North, Range 28 West, Stearns County, Minnesota described as follows:

Commencing at the southeast corner of the East Half of the Northwest Quarter; thence northerly along the east line of said East Half of the Northwest Quarter, on an assumed bearing of North 01 degrees 21 minutes 39 seconds West, a distance of 1556.74 feet; thence South 88 degrees 45 minutes 49 seconds West, a distance of 459.46 feet; thence South 23 degrees 26 minutes 17 seconds West, a distance of 374.87 feet; thence South 88 degrees 38 minutes 21 seconds West, a distance of 240.81 feet; thence South 01 degrees 12 minutes 03 seconds East, a distance of 257.87 feet; thence South 71 degrees 33 minutes 33 seconds West, a distance of 219.72 feet; thence South 88 degrees 47 minutes 57 seconds West, a distance of 260.25 feet to the west line of said East Half of the Northwest Quarter; thence South 01 degrees 12 minutes 03 seconds East, along said west line, a distance of 712.57 feet; thence North 88 degrees 47 minutes 57 seconds East, a distance of 395.22 feet; thence North 00 degrees 59 minutes 09 seconds West, a distance of 115.95 feet; thence North 88 degrees 38 minutes 21 seconds East, a distance of 260.73 feet; thence southerly a distance of 79.13 feet along a non-tangential curve concave to the east, having a radius of 433.00 feet, a central angle of 10 degrees 28 minutes 14 seconds, a chord length of 79.02 feet, and the chord of said curve bears South 03 degrees 52 minutes 27 seconds West; thence South 01 degree 21 minutes 39 seconds East, a distance of 33.23 feet; thence South 09 degrees 00 minutes 38 seconds West, a distance of 38.88 feet; thence South 01 degree 21 minutes 39 seconds East, a distance of 143.36 feet to the south line of said Northwest Quarter; thence North 89 degrees 00 minutes 51 seconds East, along said south line, a distance of 688.01 feet to the southeast corner of said East Half of the Northwest Quarter and the point of beginning.

Subject to County Road No. 133 Right of Way as shown on STEARNS COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 13.

LESS AND EXCEPT (per Quit Claim Deed Doc. No. A1471238):

All that part of the Southeast Quarter of the Northwest Quarter of Section 30, Township 125 North, Range 28 West, Stearns County, Minnesota, described as follows:

Beginning at the center of Section 30, Township 125, Range 28, thence West along the East and West quarter section line a distance of 250.0 feet; thence North and parallel with the North and South quarter section line, a distance of 871.20 feet; thence East and parallel with East and West quarter section line a distance of 250.0 feet to the North and South quarter section line; thence South along the North and South quarter section line a distance of 871.20 feet to the center of Section 30, and the point of beginning.

## EXHIBIT B

### CITY DEPARTMENT COMMENTS

The Council approved the Northern Meadows preliminary plat as a concept plan and not a final design document. Each future final plat of the Northern Meadows preliminary plat will need to be designed for infrastructure improvements acceptable to the City. Developer has acknowledged that the entire preliminary plat area has not been final designed for necessary grading and infrastructure and that phasing such plat and plans could result in higher cost to developer to match each phase of the plat for grading and improvement purposes. The review comments identified in the March 3, 2020 Preliminary Plat Engineering Review Memorandum will need to be addressed and looked at closely during the final design/plat process of future phases.

Wetland signs: Every lot that has a delineated wetland on it must install at least one wetland buffer sign which indicates the boundary of the wetland, including buffer area.

The easterly portion of the property has some woodlands identified in the City's Natural Resource Inventory Analysis. Developer agrees those lots will be custom rather than mass graded to help in preserving as many trees as possible during construction.

#### ACCESS ROADS:

- 1) Access roads will need to be maintained & kept to support the weight of emergency vehicles during all construction.
- 2) Where the vertical distance between the grade plane & the highest roof surface exceeds 30 feet, approved aerial fire apparatus access roads shall be provided.
- 3) Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet exclusive of shoulders, in the immediate vicinity of the building or portion thereof.
- 4) Fire approved cul de sacs or hammerheads must be installed with each development phase meeting public safety needs. Installation of a second approved fire apparatus road to the development is to be installed for emergency use only, provided with knock downs & maintained year round for emergency access by the fire department. Signage will be required to be installed for this access.
- 5) Where required by the fire code official, approved signs or other approved notices or markings that include the words **NO PARKING – FIRE LANE** shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

#### CONSTRUCTION:

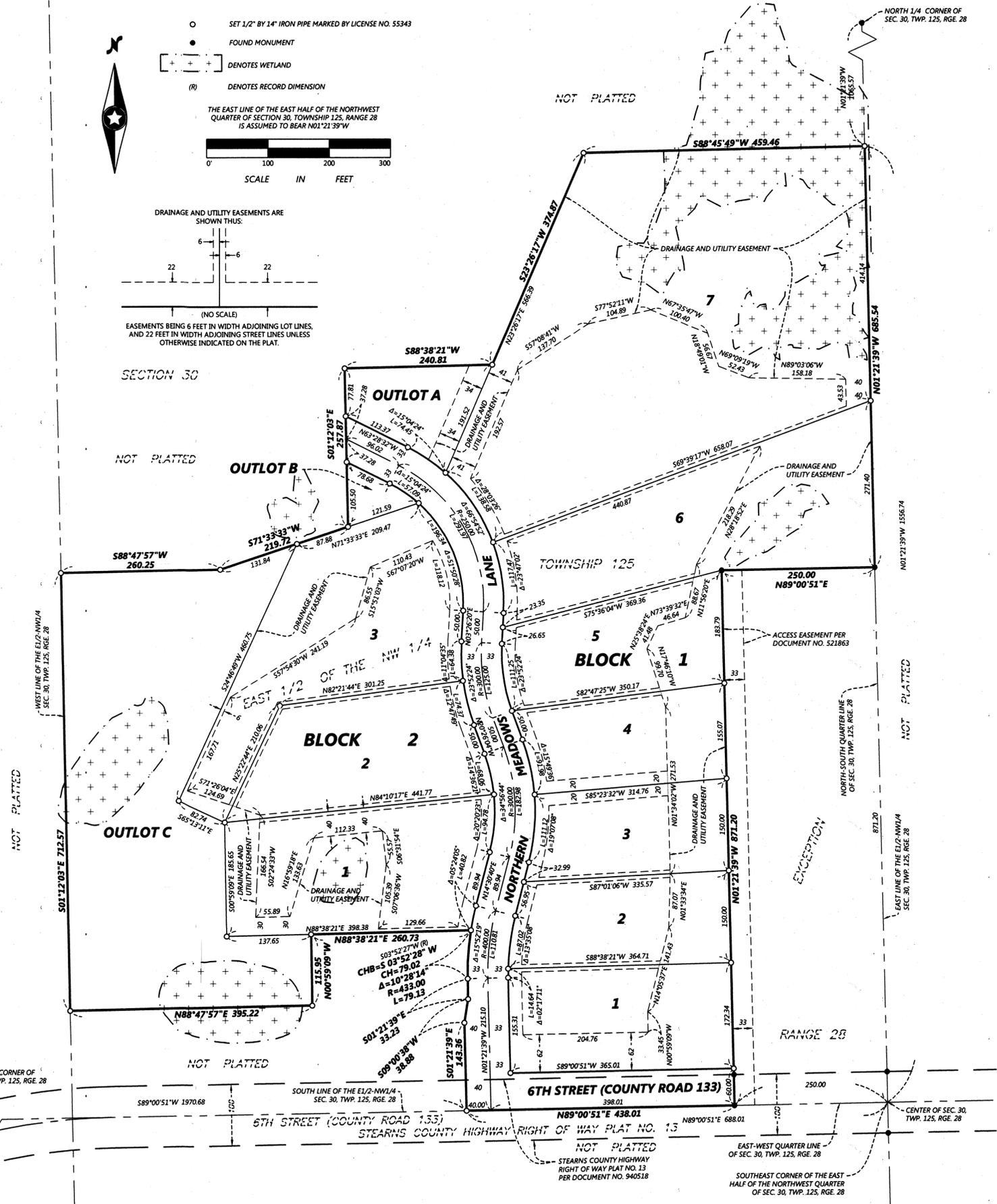
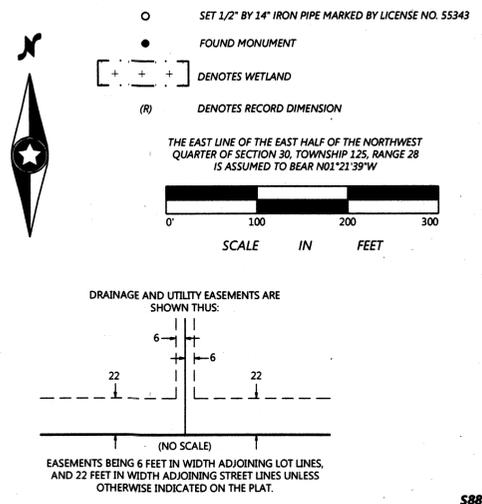
Chapter 33 of the MSFC will govern fire safety during demolition & construction.

## SETBACK AND HEIGHT REQUIREMENTS:

- A. Front Yard Setback: The front yard setback shall be thirty feet (30').
- B. Side Yard Setback: The side yard setback shall be fifteen feet (15'), except corner lots on which the side yard on the intersecting street shall be not less than thirty feet (30').
- C. Rear Yard Setback: The rear yard setback shall be thirty feet (30').
- D. Detached accessory structures greater than 120 square feet shall be setback ten (10) feet from side and rear lot lines.
- E. Detached accessory structures of 120 square feet or less shall be setback 6 feet from the side and rear lot lines.
- F. Parking pads shall not be located within any easement areas within the lot and must be at least six (6) feet from the side lot lines. Except corner lots on which the side yard on the intersecting street shall not be less than fifteen feet (15').
- G. Decks, patios, and open and screened porches (as defined by Chapter 2 of this code) part of the principal structure shall be setback a minimum of twenty (20) feet from the rear yard line and ten feet (10') from the side yard line. Except corner lots on which the side yard on the intersecting street shall not be less than fifteen feet (15').
- H. Lot Coverage: Building coverage may not exceed thirty-five percent (35%) of a lot or plot of land. Total impervious surfaces shall not exceed forty-five percent (45%) of a lot or plot of land or 32,000 square feet, whichever is less.
- I. Height: Maximum height of principal building shall be forty-five feet (45'). Accessory buildings shall not exceed the height of the principal structure or twenty-five feet (25') in height, whichever is less. The maximum height may be extended to thirty feet (30') if the principal structure is at least five feet (5') taller than the accessory structure.

# NORTHERN MEADOWS

**AREA SUMMARY:**  
 BLOCK 1:  
 LOT 1: 62,469 SQ. FT. 1.43 ACRES  
 LOT 2: 51,222 SQ. FT. 1.18 ACRES  
 LOT 3: 46,584 SQ. FT. 1.07 ACRES  
 LOT 4: 48,363 SQ. FT. 1.11 ACRES  
 LOT 5: 57,714 SQ. FT. 1.32 ACRES  
 LOT 6: 115,875 SQ. FT. 2.66 ACRES  
 LOT 7: 305,595 SQ. FT. 7.02 ACRES  
 BLOCK 2:  
 LOT 1: 85,859 SQ. FT. 1.97 ACRES  
 LOT 2: 68,360 SQ. FT. 1.57 ACRES  
 LOT 3: 104,895 SQ. FT. 2.41 ACRES  
 OUTLOT A:  
 26,523 SQ. FT. 0.61 ACRES  
 OUTLOT B:  
 6,491 SQ. FT. 0.15 ACRES  
 OUTLOT C:  
 207,233 SQ. FT. 4.76 ACRES  
 R/W: 103,018 SQ. FT. 2.36 ACRES



KNOW ALL PERSONS BY THESE PRESENTS: That Five Points Holdings, LLC, a Minnesota limited liability company, fee owner of the following described property situated in the County of Stearns, State of Minnesota, to wit:

That part of the East Half of the Northwest Quarter of Section 30, Township 125 North, Range 28 West, Stearns County, Minnesota described as follows:  
 Beginning at the southeast corner of the East Half of the Northwest Quarter; thence northerly along the east line of said East Half of the Northwest Quarter, on an assumed bearing of North 01 degrees 21 minutes 39 seconds West, a distance of 1556.74 feet; thence South 88 degrees 45 minutes 49 seconds West, a distance of 459.46 feet; thence South 23 degrees 26 minutes 17 seconds West, a distance of 374.87 feet; thence South 88 degrees 38 minutes 21 seconds West, a distance of 240.81 feet; thence South 01 degrees 12 minutes 03 seconds East, a distance of 257.87 feet; thence South 71 degrees 33 minutes 33 seconds West, a distance of 219.72 feet; thence South 88 degrees 47 minutes 57 seconds East, a distance of 395.22 feet; thence North 00 degrees 59 minutes 09 seconds West, a distance of 115.95 feet; thence North 88 degrees 38 minutes 21 seconds East, a distance of 260.73 feet; thence southerly a distance of 79.13 feet along a non-tangential curve concave to the east, having a radius of 433.00 feet, a central angle of 10 degrees 28 minutes 14 seconds, a chord length of 79.02 feet, and the chord of said curve bears South 03 degrees 52 minutes 27 seconds West; thence South 01 degree 21 minutes 39 seconds East, a distance of 33.23 feet; thence South 09 degrees 00 minutes 38 seconds West, a distance of 38.88 feet; thence South 01 degree 21 minutes 39 seconds East, a distance of 143.36 feet to the south line of said East Half of the Northwest Quarter; thence North 89 degrees 00 minutes 51 seconds East, along said south line, a distance of 688.01 feet to the southeast corner of said East Half of the Northwest Quarter and the point of beginning.

LESS AND EXCEPT  
 All that part of the Southeast Quarter of the Northwest Quarter of Section 30, Township 125 North, Range 28 West, Stearns County, Minnesota, described as follows:  
 Beginning at the center of Section 30, Township 125, Range 28, thence West along the East and West quarter section line a distance of 250.0 feet; thence North and parallel with the North and South quarter section line, a distance of 871.20 feet; thence East and parallel with East and West quarter section line a distance of 250.0 feet to the North and South quarter section line; thence South along the North and South quarter section line a distance of 871.20 feet to the center of Section 30, and the point of beginning.

Has caused the same to be surveyed and platted as NORTHERN MEADOWS and do hereby dedicate to the public for public use forever the public ways shown on this plat and also donating and dedicating to the public for public use forever the drainage and utility easements as shown on this plat.

In witness whereof said Five Points Holdings, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this 8th day of May, 2020.

**Five Points Holdings, LLC**

\_\_\_\_\_  
 (Signature) V.P. (Title)

STATE OF Minnesota  
 COUNTY OF Stearns

This instrument was acknowledged before me this 8th day of May, 2020, by Steven B. Legitt, Vice President of Five Points Holdings, LLC, a Minnesota limited liability company, on behalf of said company.

Betty McCreary  
 (Notary Signature) Betty McCreary (Notary Name Printed)

Notary Public, Stearns County, Minnesota  
 My Commission Expires Jan. 31, 2025

**SURVEYORS CERTIFICATE**

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

Christopher R. Foley  
 Christopher R. Foley, Licensed Land Surveyor  
 Minnesota License No. 55343

STATE OF Minnesota  
 COUNTY OF Stearns

The foregoing Surveyor's Certificate was acknowledged before me this 8th day of May, 2020, by Christopher R. Foley, Licensed Land Surveyor, Minnesota License No. 55343.

Betty McCreary  
 (Notary Signature) Betty McCreary (Notary Name Printed)

Notary Public, Stearns County, Minnesota  
 My Commission Expires Jan. 31, 2025

**CITY COUNCIL, SARTELL, MINNESOTA**

Approved by the City Council of Sartell, Minnesota this 9th day of March, 2020.

Ryan Filshie Attest: Oliver Gull  
 Mayor City Clerk

**STEARNS COUNTY SURVEYOR**

I hereby certify that this plat has been examined and recommended for approval this 21st day of May, 2020.

Ryan E. Johnson  
 Stearns County Surveyor, Minnesota License Number 47628

**STEARNS COUNTY AUDITOR/TREASURER**

I hereby certify that the taxes on the land described hereon are paid for the year 2020 and all years prior to year 2020 and transfer entered.

Date: May 22, 2020

Brenda Stanger Randy Schrupel  
 Deputy Auditor/Treasurer Stearns County Auditor/Treasurer  
 Tax Parcel Number 92-56569-0219

**STEARNS COUNTY RECORDER**

I hereby certify that this instrument was filed for record in the office of the County Recorder in and for Stearns County, Minnesota this 22nd day of May, 2020, at 10:28 o'clock A.M., as Document Number 1569564 in Plat Cabinet, M Number 55.

Rita Lademeier Jodie Corneak  
 Stearns County Recorder Deputy Recorder