

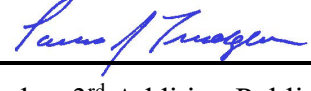
ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 5, 2023
Item No.: 10.f

Department Approval



City Manager Approval



Item Description: Accept Public Improvements Related to the Twin Lakes 3rd Addition Public Improvement Contract

BACKGROUND

On July 13, 2020, the City Council approved the Public Improvement Contract (PIC) with Roseville Investment Partners, LLC for development work related to the Twin Lakes 3rd Addition redevelopment at intersection of Herschel Street and County Road C. On August 12, 2020, the City Council approved an amendment to the PIC to allow storage of stockpile materials related to the RCD4 project on the Twin Lakes 3rd Addition site. The new public infrastructure included the following:

- a. Installation of a new traffic signal at County Road C & Herschel Street;
- b. Installation of two westbound right turn lanes for westbound County Road C;
- c. Relocation of City-owned street lights; and
- d. Restoration and landscaping, including tree replacement.

All public improvements were completed to the City's and County's satisfaction in 2022. A warranty bond or equivalent will be held in the amount of \$92,500 to correct some warranty work items required by the County. In order to close out the PIC, a resolution (Attachment A) from the City Council is needed accepting the improvements.

POLICY OBJECTIVE

It is City policy to keep City-owned infrastructure in good operating condition and to keep systems operating in a safe condition.

BUDGET IMPLICATIONS

All project costs related to the PIC were paid for by the developer. No further costs are associated with the PIC.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with the release of this public improvement contract. The overall development of the Twin Lakes 3rd Addition site included two low income apartment buildings with over 500 units. One of the buildings was for family apartments and the other was for senior housing.

STAFF RECOMMENDATION

The work completed was in accordance with the PIC. Staff recommends the City Council approve a resolution accepting the public improvements related to The Twin Lakes 3rd Addition Public Improvement Contract.

31 **REQUESTED COUNCIL ACTION**
32 Motion to adopt the resolution accepting the Public Improvements related to The Twin Lakes 3rd
33 Addition Public Improvement Contract.

Prepared by: Jesse Freihammer, Public Works Director
Attachments: A: Resolution
B: Release of Land from Public Improvement Contract.
C: Public Improvement Contract
D: Public Improvement Contract Amendment

21 WHEAREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 5th day of June, 2023, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 5th day of June, 2023.

Patrick Trudgeon, City Manager

(SEAL)

(Top 3 inches reserved for recording data)

RELEASE OF LAND FROM PUBLIC IMPROVEMENT CONTRACT

DATE: _____, 2023

FOR VALUABLE CONSIDERATION, the real property in **Ramsey** County, Minnesota, legally described as follows:

Lot 1, Block 1, Twin Lakes 4th Addition

(note: Outlot A, Twin Lakes 3rd Addition, was re-platted as Lots 1 -5, Block 1, Twin Lakes 4th Addition)

Check here if all or part of the described real property is Registered (Torrens) ☐

is hereby released from that certain Public Improvement Contract dated **July 15, 2020**, executed by and between **Roseville Investment Partners LLC**, a Minnesota limited liability company, and the **City of Roseville, Minnesota**, a Minnesota municipal corporation, and recorded on **July 29, 2020**, as Document Number **A04824572**, in the Office of the ☒ County Recorder ☐ Registrar of Titles of **Ramsey** County, Minnesota (the "**PIC**").

CITY OF ROSEVILLE, a Minnesota municipal corporation

By: _____

Daniel J. Roe

(Seal)

Its: **Mayor**

By: _____

Patrick Trudgeon

Its: **City Manager**

State of Minnesota, County of **Ramsey**

This instrument was acknowledged before me on _____, **2023**, by Daniel J. Roe and Patrick Trudgeon, the Mayor and City Manager, respectively, of the City of Roseville, a Minnesota municipal corporation, on behalf of the corporation.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Barnes & Thornburg LLP (DJY)
225 South Sixth Street, Suite 2800
Minneapolis, MN 55402

Doc No **A04824572**Certified, filed and/or recorded on
Jul 29, 2020 2:30 PMOffice of the County Recorder
Ramsey County, Minnesota
Todd J. Uecker, County Recorder
Christopher A. Samuel, County Auditor and Treasurer

Deputy 312

Pkg ID 1375115E

Document Recording Fee Abstract	\$46.00
<i>Document Total</i>	\$46.00

PUBLIC IMPROVEMENT CONTRACT
TWIN LAKES 3RD ADDITION

- I. **Parties.** This Agreement, dated July 15, 2020, is entered into between the City of Roseville, a Minnesota municipal corporation, whose address is 2660 Civic Center Drive, Roseville, Minnesota 55113 (the “City”), and Roseville Investment Partners, LLC, a Minnesota Limited Liability Company, whose address is 800 Lasalle Avenue, Suite 1610, Minneapolis, Minnesota 55402 (the “Developer”).
- II. **Request for Plat approval.** The Developer has asked the City to approve a plat of land to be known as “*Twin Lakes 3rd Addition*” (also referred to in this Agreement as the “Plat”). The land is legally described as follows:

See Legal Description attached as Exhibit A hereto (the “Property”).

- III. **Terms and Conditions of Plat Approval.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- A. **Plat Approval:** Subject to the terms and conditions of this Public Improvement Contract, the recitals above, and all other applicable City Code provisions, the City hereby approves the recording of the Plat.
- B. **Land Use:** Construction and operation of two multi-family complexes and a commercial mixed used development, including private roads and utilities.
- C. **Public Improvements.** The Developer shall, subject to the terms and conditions contained herein, perform the following work and construct the following improvements (“Public Improvements”) in compliance with City approved Public Improvement Construction Plans described in Section III E below and all rules, regulations, standards and ordinances of the City:
1. Traffic Signal construction: The Developer shall construct a traffic signal at the intersection of County Road C and Herschel Street.
 - a) All signal improvements shall be constructed in accordance with County details, specifications, and the Public Improvement Construction Plans.
 2. County Road C Turn Lane Construction: The Developer shall construct two westbound right turn lanes for westbound County Road C
 - a) The first turn lane shall be at Herschel Street.
 - b) The second turn lane shall be approximately 400 feet west of Herschel Street.

c) All turn lane improvements shall be constructed in accordance with County details, specifications, and the Public Improvement Construction Plans.

3. Restoration of existing streets: Curb cuts and street cuts shall be reconstructed to match existing street typical section.

a) All unused curb openings along County Road C curb line shall be removed and replaced with non-surmountable curb to match existing. Curbs replacement shall be constructed in accordance with County details, specifications, and the Public Improvement Construction Plans.

4. Erosion control: Prior to the commencement of any grading and before any utility construction is commenced or building permits are issued, the erosion control plan must be implemented, inspected and approved by the City. The Developer shall meet all requirements of the City's Erosion Control Ordinance including but not limited to the following:

a) No construction activity shall be allowed and no building permits shall be issued unless the Property is in full compliance with the erosion control requirements.

b) Measures shall be installed in compliance with MPCA NPDES permit requirements.

c) The City will inspect the site periodically and determine whether it is necessary to take additional measures to address erosion. The Developer shall comply with all additional erosion control requirements.

d) To remove dirt and debris from streets that has resulted from construction work by the Developer, its agents or assigns, the Developer shall sweep all haul roads on a weekly basis or more frequently as directed by the City Engineer until the site is stabilized. The Developer must sweep roadways with a water-discharge broom apparatus. Kick-off brooms shall not be utilized for street sweeping.

e) If the development on the Property does not comply with the erosion control plan or supplementary instructions received from the City, the City may, following giving the Developer 48-hour prior verbal notice (or immediately in the case of an emergency), take such action as it deems appropriate to control erosion, the cost of which action shall be paid by the Developer to the City upon demand.

D. **Private Improvements.** The Developer shall, subject to the terms and conditions contained herein, perform the following work and construct the following improvements ("Private Improvements") on applicable portions of the Property in compliance with City approved Private Improvement Construction Plans described in Section III E below and all rules, regulations, standards and ordinances of the City:

1. Demolition of existing buildings and site improvements as necessary to perform the Public Improvements or Private Improvements, including the buildings that are located primarily on Outlot A of the Plat ("Outlot A") that encroach on either Lot 1 ("Lot 1") or Lot 2 ("Lot 2") of the Plat. Appropriate licenses or construction easements shall be obtained if Outlot A, Lot 1, and Lot 2 are not owned by a common owner.

2. Private Road. The Developer shall construct a private road from the intersection of County Road C and Herschel Street to the property line of Lot 1, and related improvements (such as sidewalks, landscaping and storm water management system) (the "Private Road") in accordance with the Private Improvement Construction Plans. Street improvements include

subgrade preparation, gravel base, bituminous surfacing, and concrete curb and gutters. In connection with the construction of the Private Road, Developer shall be responsible for performing the following work to the extent applicable and in accordance with the Private Improvement Construction Plans:

a) Installation and maintenance of erosion control and sediment control measures, as provided in Section C.4 above and in accordance with erosion control plan which must be implemented, inspected and approved by the City prior to commencement of construction of the Private Improvements.

b) Site Grading and Turf Restoration. The Developer shall grade the applicable portions of the Property in accordance with the Private Improvement Construction Plans. Grading improvements shall include common excavation, subgrade correction, embankment, turf restoration (which shall include seeding, mulching and erosion control), and final grading per the Private Improvement Construction Plans, as applicable.

3. Installation of utility stubs for water, gas, electric and communication utilities to serve the Property, and extension of such utilities stubbed to the property line of Lot 1 of the Property.

The Developer or its successors and assigns in title to any parcels in the Plat may, but shall not be obligated by the terms of this Agreement, construct other private improvements to applicable portions of the Property (such as demolition of existing buildings and improvements, site grading, installation of utilities, and installation of storm water management systems) in accordance with the Private Improvement Construction Plans, or such other plans and specifications as may be prepared and approved by the City, provided the necessary permits are obtained from the City and such work complies with all rules, regulations, standards and ordinances of the City in connection therewith, including erosion control measures.

E. Construction Plans.

1. The Public Improvements shall be constructed in accordance with the following plans, specifications and other documents ("Public Improvement Construction Plans" or as the context may appear, the "Plans"). The Public Improvement Construction Plans may be prepared after the parties have entered into this Agreement, provided however, no work shall be commenced in the Public ROW until all of the Plans have been submitted to and approved by the City. The Public Improvement Construction Plans shall not be attached to this Agreement, but shall be retained in the City files while the work to be done under this Agreement is being performed. If the Public Improvement Construction Plans vary from the written terms of this Agreement, the written terms shall control. The Public Improvement Construction Plans are as follows:

SHEET 1: TITLE SHEET
SHEET 2: TYPICAL SECTION
SHEET 3 - 8: STANDARD DETAILS
SHEET 9 - 10: EROSION CONTROL DETAILS
SHEET 11: REMOVALS
SHEET 12 - 13: ROADWAY PLANS
SHEET 14 - 15: INTERSECTION DETAILS
SHEET 16: PEDESTRIAN CURB RAMP DETAILS
SHEET 17 - 21: SIGNING AND STRIPING PLANS
SHEET 22 - 31: SIGNAL PLANS

SHEET 32 – 34: LANDSCAPING PLANS

2. The Private Improvements shall be constructed in accordance with the following plans, specifications and other documents (“Private Improvement Construction Plans” or as the context may appear, the “Plans”). The Private Improvement Construction Plans may be prepared after the parties have entered into this Agreement, provided however, no work shall be commenced on the Property until all of the Private Improvement Construction Plans have been submitted to and approved by the City. The Private Improvement Construction Plans shall not be attached to this Agreement, but shall be retained in the City files while the work to be done under this Agreement is being performed. If the Private Improvement Construction Plans vary from the written terms of this Agreement, the written terms shall control. The Private Improvement Construction Plans are as follows:

SHEET C000: COVER SHEET
SHEET C100: GENERAL NOTES
SHEET P100: PRELIMINARY PLAT
SHEET C200: DEMO PLAN
SHEET C300: EROSION AND SEDIMENT CONTROL PLAN - PHASE 1
SHEET C301: EROSION AND SEDIMENT CONTROL PLAN - PHASE 2
SHEET C302: EROSION AND SEDIMENT CONTROL DETAILS
SHEET C303: SWPPP NOTES
SHEET C400: SITE PLAN
SHEET C401: SITE DETAILS
SHEET C402: SITE DETAILS
SHEET C500: GRADING AND DRAINAGE PLAN
SHEET C501: GRADING AND DRAINAGE DETAILS
SHEET C600: UTILITY PLAN
SHEET C601: UTILITY DETAILS
SHEET L100: LANDSCAPE PLAN
SHEET L101: LANDSCAPE DETAILS

F. **Notice to Proceed.** The Public Improvements and Private Improvements shall be installed in accordance with the applicable City approved Plans and the rules, regulations, standards and ordinances of the City. The Plans shall be prepared by a competent registered professional engineer, furnished to the City for review, and shall be subject to the approval of the City Engineer. No work (other than demolition work pursuant to appropriate City issued demolition permits) shall commence on the Property until the City Engineer notifies the Developer that the work can commence, the issuance of a building permit by the City or City Engineer shall constitute such notification for such respective work.

1. The Developer shall obtain all necessary permits from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDOH), and other agencies and governmental authorities before proceeding with construction. Copies of these permits, if applicable, must be provided to the City Engineer.
2. The Developer or its engineer shall schedule a preconstruction meeting at a mutually agreeable time at City Hall with all the parties concerned, including City staff, to review the program for the construction work.

3. The Developer represents to the City that the Plat complies with all City, County, Metropolitan, State and Federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the Plat does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- G. **Time of Performance.** The Developer shall complete all required public improvements enumerated in Paragraph C by November 1, 2021. The Developer may, however, forward a request for an extension of time to the City for its approval, not to be unreasonably withheld, conditioned or delayed. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
- H. **Inspection.** The Developer shall provide the services of a Project Representative and assistants at the site to provide continuous observation of the work to be performed and the improvements to be constructed under this Agreement.
1. The Developer shall provide the City Engineer a minimum of one business day notice prior to the commencement of the underground pipe laying and service connection; and prior to subgrade, gravel base and bituminous surface construction.
 2. Developer's failure to comply with the terms of this section shall permit the City Engineer to issue a stop work order which may result in a rejection of the work and which shall obligate the Developer to take all reasonable steps, as directed by the City Engineer to ensure that the improvements are constructed and inspected pursuant to the terms of this Agreement; and shall further result in the assessment of a penalty, in an amount equal to \$500.00 per occurrence, which amount the Developer agrees to pay to the City upon demand.
- I. **Engineering Coordination.** A City Engineering Coordinator shall be assigned to this project to provide further protection for the City against defects and deficiencies in the work and improvements through the observations of the work in progress and field checks of materials and equipment. However, the furnishing of such engineering coordination will not make the City responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions or programs, or for the Contractors failure to perform his work in accordance with the Plans. The Developer is obligated to pay the City for City inspection services an amount equal to 4% of the estimated cost of the Public Improvements, which amount is \$33,282.64. This amount shall be paid at or prior to the execution of this Agreement.
- J. **Security.** To guarantee compliance with the terms of this Agreement, payment of the costs of all Public Improvements and construction of all Public Improvements, the Developer shall furnish either: a) a cash deposit, or b) an irrevocable letter of credit for \$1,040,082.50 in a form to be approved by the City (the "Financial Security"). The amount of the Financial Security is 125% of the estimated cost to construct the Public Improvements. The City shall have the right to draw upon and use the Financial Security in the event that the Developer fails to perform any of its obligations under this Agreement.
1. **Reduction of Security.** Periodically upon the Developer's written request, the City Engineer may reduce the amount of the Financial Security for completed Public Improvements provided the following conditions are met:

- a) The Developer's engineer certifies that the Public improvements have been constructed to City Standards and in accordance with the Plans.
- b) The Developer provides documentation that its contractors and all their subcontractors and suppliers have been paid in full for the work completed and materials supplied.
- c) The City Engineer determines that such Public Improvements have been fully completed in accordance with the Plans, specifications and provisions of this Agreement.

The amount of reduction shall be equal to that portion of the Financial Security which covers such completed Public Improvements; provided however, in no case shall the remaining amount of the Financial Security be less than the greater of: (i) 25% of the original amount of the Financial Security, or (ii) 125% of the estimated cost to complete the Public Improvements which have not been completed as determined by the City Engineer.

2. **Release of Security.** This Agreement shall run with the land and may be recorded against the title to the Property. After the work described in this Agreement has been completed, the Developer may request that the City accept the Public Improvements. This is accomplished through a City Council resolution provided the following conditions are met:

- a) **As-built Survey.** The Developer shall provide an as-built survey upon completion of the Public Improvements described in Paragraph C in reproducible and digital (AutoCAD) format. The locations and elevations of sewer and water services shall be accurately shown on the survey.
- b) **Certification.** The Developer's engineer submits a letter certifying that the Public Improvements have been constructed to City Standards in accordance with the Plans and requests that the City accept the Public Improvements.
- c) **Payment.** The Developer provides documentation that its contractors and their subcontractors and suppliers have been paid in full for the work completed and the materials supplied.
- d) **Determination of Completion.** The City Engineer and the City Council have determined that all Public Improvements have been completed in accordance with the Plans, specifications and terms of this Agreement.

The date of City acceptance of the Public Improvements shall be the date of the City Council resolution accepting the Public Improvements.

In the event that a Letter of Credit is given as the Financial Security, the term of any Letter of Credit provided by the Developer must be at least one year. Notwithstanding anything to the contrary contained herein, in the event that: i) some or all of the Public Improvements have not been completed and accepted by the City before the expiration date of the Letter of Credit, ii) the City has been notified that the Letter of Credit is not being extended for another term of at least one year, and iii) no replacement Letter of Credit satisfactory to the City has been delivered to the City, the City shall have the right to draw on the full amount of the Letter of Credit at any time prior to the expiration of the Letter of Credit. In the event of such draw on the Letter of Credit, the City shall have the right to use the amount drawn to complete any unfinished Public Improvements, perform any unperformed obligations of the Developer, pay the costs to draw on the Letter of Credit and/or pay any costs to enforce this

Agreement. The Letter of Credit shall allow Partial Draws and shall provide that a draw can be made on the Letter of Credit at a location which is in or within 30 miles of the City of Roseville.

- K. **Ownership of Improvements and Risk of Loss.** Upon completion and City acceptance of the Public Improvements, all Public Improvements lying within public rights-of-way and easements shall become City property without further notice or action, except as follows: None. The Developer shall be responsible for the risk of loss of all Public Improvements constructed by the Developer until ownership thereof passes to the City. Any damage or destruction, in whole or in part, to any Public Improvement constructed by the Developer shall be repaired and/or replaced by the Developer until ownership of such Public Improvement passes to the City. The following special requirements shall apply with respect to the maintenance of Public Improvements which have been completed and accepted by the City: None.
- L. **Warranty.** The Developer shall install and construct the Public Improvements in accordance with the terms and conditions of this Agreement. The Developer warrants the Public Improvements and all work required to be performed by the Developer hereunder against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. The Developer shall repair or replace as directed by the City and at the Developer's sole cost and expense: (i) any and all faulty work, (ii) any and all poor quality and/or defective materials, and (iii) any and all trees, plantings, grass and/or sod which are dead, are not of good quality and/or are diseased, as determined in the sole but reasonable opinion of the City or its Engineer, provided the City or its Engineer gives notice of such defect to Developer with respect to such items on or before 60 days following the expiration of the two year warranty period. The Developer shall post maintenance bonds or other security acceptable to the City to secure the warranties described herein, which bonds or other security shall be in addition to the Financial Security described herein.
- M. **Utility Company Improvements.** This item will be addressed before any new building is constructed on the Property.
- N. **Park Dedication Fee.** Park dedication fees are not payable related to the Plat.
- O. **License.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City during the installation of the Public Improvements. This license shall expire after the Property has been completely developed and all of the Public Improvements have been accepted by the City.
- P. **Building Permits.** This item will be addressed before any new building is constructed on the Property.
- Q. **Land Occupancy.** No certificate of occupancy shall be issued until the Private Improvements are completed and the private access drive is paved.
- R. **Construction Management.** The Developer and its contractors and subcontractors shall minimize impacts from construction on the surrounding neighborhood as follows:
 - 1. **Definition of Construction Area.** The limits of the Project Area shall be defined with heavy-duty erosion control fencing approved by the City Engineer. Any grading, construction or other work outside this area requires approval by the City Engineer and the affected property owner.
 - 2. **Parking and Storage of Materials.** No fill, excavating material or construction materials shall be stored in the public right-of-way.

3. **Hours of Construction.** Hours of construction, including moving of equipment shall be limited to the hours between 7 a.m. and 9 p.m. on weekdays and 9 a.m. and 9 p.m. on weekends.
 4. **Site Maintenance.** The Developer shall ensure the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse or other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City Engineer. After the Developer has received twenty-four (24) hour written notice (which may be emailed notice to Developer at the following email address: dregan@launchproperties.com), the City shall have the right to complete or contract to complete the site maintenance work at the Developer's expense, which amount the Developer shall pay to the City upon demand.
 5. **Cold Weather Construction.** The City requires that no public concrete or bituminous infrastructure be constructed on frozen ground. Upon evidence of frozen ground in the project aggregate base/subgrade, all concrete and bituminous work shall cease for the construction year. No bituminous base paving or concrete pouring will be allowed after November 1st of the calendar year. Work may be performed after November 1st only with the approval of the City Engineer, and if permitted such work shall comply with City specifications.
 6. **Bituminous and Concrete Material Acceptance.** The City shall not accept concrete curb and gutter that has structural or cosmetic defects. The City shall identify all defective curb for removal. The City shall not accept bituminous base course with less than 91.5% density or that has an open graded appearance as determined by the City Engineer. This is considered to be rejected and shall be required to be removed at the Developer's expense. At no time shall the bituminous wear course be installed after September 1st of any calendar year or prior to weight restrictions being lifted in the spring.
- S. **Certificate of Insurance.** The Developer shall provide, prior to the commencement of any site work or other development of the Property, evidence that it has insurance in the form of a Certificate of Insurance issued by a company authorized to do business in the State of Minnesota, which includes commercial general liability, and also worker's compensation insurance of the general contractor. Limits for bodily injury and death shall not be less than \$1,000,000 for one person and \$1,500,000 per occurrence. Limits for property damages shall be not less than \$500,000 for each occurrence. The City shall be included as an additional insured on general liability and property damage policies. The Developer shall provide the City with a renewal certificate of insurance at least 30 days prior to the expiration date of any policy required hereunder.
- T. **All Costs Responsibility of Developer.** The Developer shall pay all costs incurred by it and the City in conjunction with this Agreement, the approval of the Plat, the development of the applicable portions of the Property by Developer, and the construction of the improvements by Developer required by this Agreement, including but not limited to, all costs of persons doing work or furnishing skills, tools, machinery and materials; insurance premiums; Letter of Credit fees and bond premiums; legal, planning and engineering fees; the preparation and recording of the Plat and this Agreement and all easements and other documents required by this Agreement relating the Property; and all costs incurred pertaining to the inspection and monitoring of the work performed and improvements constructed by Developer on applicable portions of the Property. The City shall not be obligated to pay the Developer or any of its agents or contractors for any costs incurred in connection with the construction of the improvements or the development of the Property. The Developer agrees to defend, indemnify, and hold the City and its mayor, councilmembers,

employees, agents and contractors harmless from any and all claims of whatever kind or nature which may arise as a result of the construction of the improvements by Developer, the development of the Property by Developer or the acts of the Developer, and its employees, agents or contractors in connection thereto.

1. The Developer shall defend, indemnify, and hold the City and its mayor, councilmembers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from Plat approval, development of the Property by Developer, construction of the improvements or other work performed by Developer on the applicable portions of the Property. The Developer shall defend, indemnify, and hold the City and its mayor, councilmembers and employees harmless for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including reasonable attorney's fees.

2. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all charges, costs and fees referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, all of the Property, or any part of it.

3. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within sixty (60) days after receipt. If the bills are not paid on time, the City may, in addition to all other rights and remedies the City may have, halt development and construction work on the Property including, but not limited to, the issuance of building permits for lots which the Developer may or may not have sold, until the bills are paid in full. Bills not paid within sixty (60) days shall accrue interest at the rate of ten percent (10%) per year, or the maximum amount allowed by law, whichever is less.

4. The Developer shall reimburse the City for all costs incurred in the enforcement of this Agreement, including all reasonable attorney and engineering fees.

5. In addition to the charges referred to herein, additional charges will be imposed at the time of issuance of building permits before any building is constructed on the Property. The Developer shall pay all such other charges and fees upon being billed by the City.

U. **Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, subject to Section III V, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given written notice of the work in default not less than 48 hours in advance or immediately before the City commences performing such work in the event of an emergency. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the Property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part, against the Developer and/or the applicable portions of the Property where the work is performed.

V. **Remedies.** Upon the occurrence of a breach of this Agreement by the Developer that is not cured within thirty (30) days, or such period of time as is reasonable should thirty (30) days be insufficient time to cure such breach, after written notice of such breach is delivered by the City to Developer, the City, in addition to any other remedy which may be available to it, shall have the right to do any or all of the following:

1. City may make advances or take other steps to cure the default, and where necessary, enter the Property for that purpose. The Developer shall pay all sums so advanced or expenses

incurred by the City upon demand, with interest from the date of such advances or expenses at the rate of 10% per annum or the maximum allowed by law, whichever is less. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default or from any other default hereunder. The City shall not be obligated, by virtue of the existence or the exercise of this right, to perform any such act or cure any such default.

2. Obtain an order from a court of competent jurisdiction requiring the Developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
3. Obtain an order from a court of competent jurisdiction enjoining the continuation of an event of default.
4. Halt all development work and construction of improvements until such time as the event of default is cured.
5. Withhold the issuance of a building permit and/or prohibit the occupancy of any structure(s) for which permits have been issued.
6. Draw upon and utilize the Developer's Financial Security to cover the costs of the City in order to correct the default, the costs to complete any unfinished Public Improvements, the costs to draw on the Financial Security and/or the costs to enforce this Agreement.
7. Terminate this Agreement by written notice to Developer at which time all terms and conditions contained herein shall be of no further force or effect and all obligations of the parties imposed hereunder shall be null and void.
8. Exercise any other remedies which may be available to it at law or in equity.
9. In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an event of default, the Developer shall pay to the City all fees and expenses, including reasonable attorneys fees, incurred by the City as a result of the event of default, whether or not a lawsuit or other action is formally taken.
10. The Developer shall defend, indemnify, and hold the City and its mayor, councilmembers, employees, agents and contractors harmless from any liability or damages, including reasonable attorneys fees, which may be incurred as a result of the exercise of the City's rights pursuant to this Agreement.

W. Right to Cure by Roseville I. Prior to the City exercising its rights under Section III U and/or this Section III W, the City shall provide notice to Roseville Leased Housing I, LLLP ("Roseville I") at the address set forth in Section III Y hereof, and shall provide Roseville I the option, but not the obligation, to cure any event of default on the same terms as provided to the Developer and such cure shall be accepted by the City as if cured by the Developer.

X. Assignment. The Developer may not assign this Agreement without the written permission of the Roseville City Council.

Y. Notices to the Developer. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Chief Executive Officer or another officer, employee or agent of the Developer, or mailed to the Developer by registered or certified mail at the following address:

Roseville Investment Partners, LLC
800 Lasalle Avenue, Suite 1610

Minneapolis, Minnesota 55402
Attn: Dan Regan, CEO

In the event of default by Developer, with a copy to:
Roseville Leased Housing Associates I, LLLP
2905 Northwest Blvd., Suite 150
Plymouth, Minnesota 55441
Attn: Logan Schmidt & Ryan Lunderby
And to:
Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402
Attn: Scott Jahnke, Esq.

- Z. **Notices to the City.** Required notices to the Developer shall be either hand delivered to the City Engineer, or mailed to the City by registered or certified mail in care of the City Engineer at the following address:

City of Roseville
2660 Civic Center Drive
Roseville, Minnesota 55113
Attn: City Engineer

AA. **Miscellaneous.**

1. The Developer shall comply with any and all applicable City, County, Metropolitan, State and Federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations that may apply to the Plat, the development of the applicable portions of the Property by Developer, and the construction of the Public Improvements described herein.
2. The terms and conditions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, and their respective successors and assigns.
3. The obligations of all parties signing this Agreement as a Developer shall be joint and several.
4. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Agreement.
5. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by the parties and approved by the Roseville City Council. The City's failure to promptly take legal action to enforce a default under this Agreement shall not be a waiver or release of such default. Should an amendment to this Agreement reasonably be expected to adversely impact Roseville I, such amendment shall require the prior written consent of Roseville I, which shall not be unreasonably withheld. The prior written consent of Roseville I shall also be required in the event of a material change to the Public Improvements, Private Improvements, or the Construction Plans.

6. This Agreement shall run with the land and shall be binding upon the Developer, and its successors and assigns. The Developer shall, at its expense, record this Agreement with the Ramsey County Recorder if the Property is abstract property and/or with the Ramsey County Registrar of Titles if the Property is Torrens property. The Developer shall, prior to the time this Agreement is executed and recorded, furnish the City with title evidence and make arrangements satisfactory to the City to confirm that at the time that this Agreement is executed and recorded the Developer is the sole fee simple owner of the Property and that there are no other parties having an interest in, or a lien or encumbrance against the Property. No work shall commence on the Property prior to the recording of this Agreement. When all of the construction obligations of Developer under this Agreement have been completed and the applicable warranty periods have expired, upon request by Developer, the City will execute a recordable release of this Agreement which may be recorded by Developer, at its expense, with the Ramsey County Recorder if the Property is abstract property and/or with the Ramsey County Registrar of Titles if the Property is Torrens property, provided however, that the Developer and City shall have executed and recorded a separate agreement carrying forward the terms concerning the Private Road easement as provided in provision 8 of Exhibit B. Further, upon request by Developer, the City will execute an estoppel certificate confirming whether there are any outstanding defaults by Developer under this Agreement as well as any other factual matters pertaining to this Agreement as may be reasonably requested by Developer.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any legal proceeding pertaining to this Agreement, or the rights or obligations of the parties hereunder, shall be venued in courts or tribunals located in Ramsey County, Minnesota.

8. In addition to all other terms and conditions of this Agreement the Developer shall comply with and perform the Conditions of Development attached hereto as **Exhibit B**.

//

(Signatures Follow)

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

CITY

City of Roseville

By: _____

Daniel J. Roe, Mayor

By: _____

Patrick Trudgeon, City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 15 day of July, 2020, by Daniel J. Roe and Patrick Trudgeon, the Mayor and City Manager respectively, of the City of Roseville, a Minnesota municipal corporation, on behalf of the corporation.

Kathleen S. Bruno

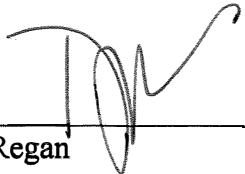
Notary Public



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DEVELOPER

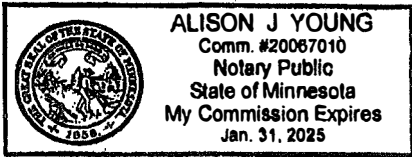
Roseville Investment Partners, LLC

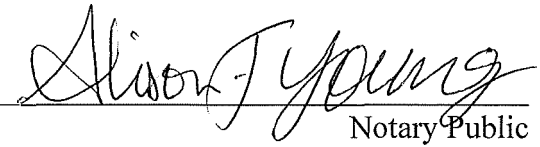
By: 
Dan Regan

Its: Chief Executive Officer

STATE OF MINNESOTA)
COUNTY OF Ramsey) ss

The foregoing instrument was acknowledged before me this 24th day of June, 2020,
by Dan Regan, the Chief Executive Officer of Roseville Investment Partners, LLC, a Minnesota Limited
Liability Company, on behalf of the company.




Notary Public

THIS INSTRUMENT DRAFTED BY:

City of Roseville
Engineering Division
2660 Civic Center Drive
Roseville, Minnesota 55113

EXHIBIT A
Legal Description

Outlot A, Twin Lakes 3rd Addition.

TO BE COMPLETED AS APPLICABLE

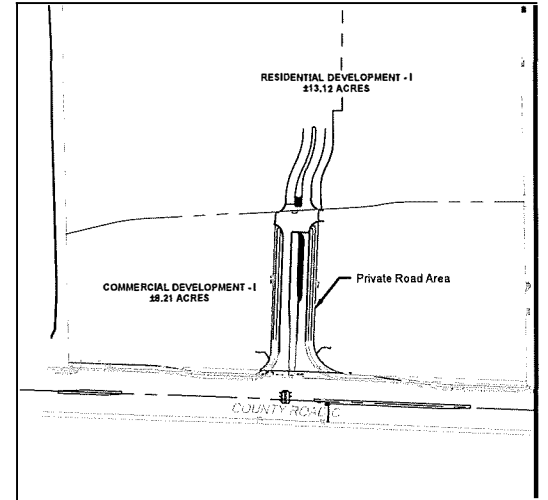
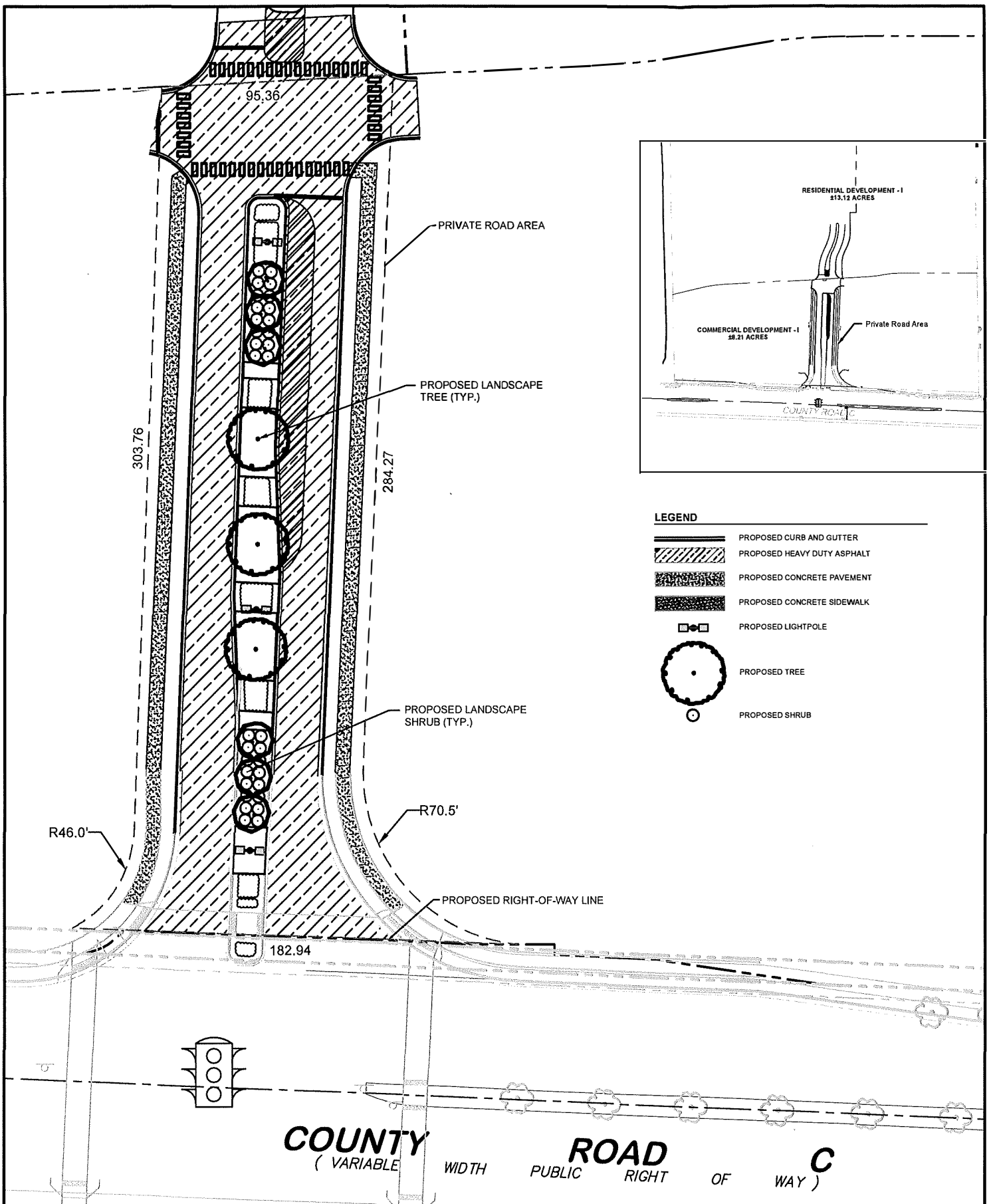
**EXHIBIT B
Conditions of Development**

1. All property owners shall either dedicate on the Plat or otherwise convey all roadway, utility, drainage, and other easements required by the City.
2. The access points to enter and exit the Property shall be at existing locations or other locations set forth in the applicable Plans, or as otherwise approved by the City and any other governmental entity having jurisdiction over adjacent roadways.
3. The Developer shall install subdivision monuments as reasonably required by the Roseville Public Works Department and Ramsey County Surveyor.
4. The Developer shall provide the City proof that the Developer/Owner is the fee simple owner of all of the Property included in the Plat at the time of execution, and that there are no liens, encumbrances or other parties having any fee title interest in the Property at the time the Plat and the Public Improvement Contract are recorded, or make other arrangements which are reasonably satisfactory to the City to assure that title to the Property following the recording of the Plat and the Public Improvement Contract shall be acceptable to the City.
5. The Developer shall pay all unpaid City subdivision review and other fees prior to the City releasing the Plat for recording.
6. No building permits shall be issued for any use of the Property which is not a permitted use.
7. The Developer shall provide the City with a copy of a private cross easement, for approval by the City (not to be unreasonably withheld, conditioned or delayed), between all parcels in the Plat for the Private Road and shared water supply system on the site.
8. The Private Road generally in the location shown on the Private Road Site Plan attached as Exhibit C may become a public street as further provided in this provision if the parcel to the east, located at 1601 County Road C, is redeveloped, the building on said parcel is demolished, and the owner of said parcel is willing to establish a right-of-way connection to the Private Road. In the event that the foregoing conditions are met, the Developer, or its successors and assigns, will grant to the City a roadway easement over the Private Road. The Developer acknowledges that the City could require the Developer to dedicate the Private Road as a public street now. In lieu of requiring the Private Road dedication now, and in consideration for the approvals granted to the Developer concerning the project, no future consideration shall be required from the City for the easement over the Private Road. Upon acceptance by the City of an easement over the Private Road, the Private Road will become a public street and the City shall be responsible for all maintenance and repair of the same.

EXHIBIT C
Private Road Site Plan

The Private Road Site Plan follows.

19328013v3



LEGEND

-  PROPOSED CURB AND GUTTER
-  PROPOSED HEAVY DUTY ASPHALT
-  PROPOSED CONCRETE PAVEMENT
-  PROPOSED CONCRETE SIDEWALK
-  PROPOSED LIGHTPOLE
-  PROPOSED TREE
-  PROPOSED SHRUB

EXHIBIT-C PRIVATE ROAD SITE PLAN

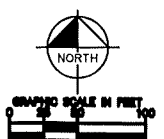
TWIN LAKES STATION
ROSEVILLE, MN

05/26/2020

Kimley»Horn

7025 FRILEY-HORN AND ASSOCIATES, INC.
701 EUSTIS ST., SUITE 100, ST. PAUL, MN 55116
PHONE: 651.644.1137
WWW.KIMLEY-HORN.COM

LAUNCH
PROPERTIES



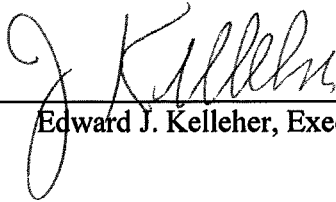
MORTGAGEE CONSENT TO PUBLIC IMPROVEMENTS CONTRACT
TWIN LAKES 3RD ADDITION

The undersigned **AMERICAN NATIONAL BANK**, a national banking association, as holder of and beneficiary under that certain Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents executed by Roseville Investment Partners, LLC, a Minnesota limited liability company, as mortgagor ("**Mortgagor**") in favor of American National Bank, as mortgagee ("**Mortgagee**"), dated November 7, 2016, recorded November 9, 2016, in the Office of the County Recorder, Ramsey County, Minnesota, as Document No. A04633070, as amended by Amendment to Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents, executed by Mortgagor and Mortgagee, dated November 7, 2019, recorded December 6, 2019, in the Office of the County Recorder, Ramsey County, Minnesota, as Document No. A04786886 (as amended, the "**Mortgage**"), does hereby consent to the foregoing Public Improvements Contract between the City of Roseville, as the City, and Mortgagor, as developer.

[Signature page immediately follows]

MORTGAGEE:

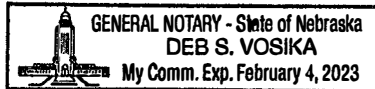
AMERICAN NATIONAL BANK
a national banking association

By: 
Edward J. Kelleher, Executive Vice President

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on this 26th day of June, 2020, by Edward J. Kelleher, Executive Vice President of American National Bank, a national banking association, on behalf of the national banking association.

NOTARIAL STAMP OR SEAL




Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
TK Law PLC (TFK)
204 7th Street W., #215
Northfield, MN 55057

[Signature page to Mortgagee Consent]

**AMENDMENT
TO
PUBLIC IMPROVEMENT CONTRACT
TWIN LAKES 3RD ADDITION**

I. **Parties.** This Amendment, dated _____, 2020, is entered into between the City of Roseville, a Minnesota municipal corporation ("City"), and Roseville Investment Partners, LLC, a Minnesota limited liability company ("Developer").

II. **Recitals.**

A. The Developer has platted real property owned by the Developer in the City of Roseville into the plat known and referred to as "Twin Lakes 3rd Addition" ("Plat").

B. The Plat is comprised of real property legally described as follows:

Outlot A, Twin Lakes 3rd Addition, Ramsey County, Minnesota (the "Property").

C. In connection with the execution and recording of the Plat, the Developer and the City duly entered into a Public Improvement Contract Twin Lakes 3rd Addition, dated July 15, 2020, which was filed in the office of the Ramsey County Recorder on July 29, 2020 as Document No. A04824572 (the "PIC").

D. The Developer and the City have agreed, subject to the parties entering into this Amendment, that the City may acquire approximately 40,000 cubic yards of clean fill material from the Developer's contractor, which material will be stockpiled on the Property.

E. The parties desire to amend the PIC to accommodate the stockpiling of material referred to herein and to provide for other matters set forth herein.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and the mutual covenants agreements and conditions contained herein, the parties hereby supplement and amend the PIC as follows:

1. **Stockpile.** The City may acquire from the Developer, through the Developer's contractor, approximately 40,000 cubic yards of clean fill material, which will be stockpiled on the Property as follows:

a. The City will contract separately with the Developer's contractor, which will stockpile the material on the Property in approximately the location shown on Exhibit A, attached hereto.

- b. The City will pay the Developer's contractor directly for the material, its transportation, and the stockpiling. No additional consideration will be paid by the City to the Developer.
 - c. To confirm quantities, the City and the Developer's contractor will survey the site before and after the stockpile is made.
 - d. The Developer's contractor will stabilize the stockpile at the Developer's cost. Once the stockpile is stabilized, the City will take over ownership and maintenance of the stockpile.
 - e. The City shall remove the stockpile from the Property by August 1, 2021. The City shall be solely responsible for paying all costs to remove the stockpile and restore the Property to reasonably the same condition as before the stockpile was created.
2. **Temporary Easement.** The Developer hereby grants and conveys to the City, and its successors and assigns, a temporary easement for stockpiling of the clean fill material referenced above, on, over, under, across, and through the portion of the Property shown on the attached Exhibit A, together with access thereto for stockpiling, stabilizing, and removal of the material. This temporary easement shall commence immediately and shall expire on August 1, 2021, at 11:59 p.m., or upon removal of the stockpile, whichever occurs first. The foregoing easement shall be binding upon the Developer, and its legal representatives, its successors and assigns, shall inure to the benefit of the City, and its successors and assigns, and shall run with the land until August 1, 2021, at 11:59 p.m. The Developer, for itself and its legal representatives, successors and assigns, covenants with the City, and its successors and assigns, that it is the owner of the Property and has good right to grant and convey the easement herein to the City.
3. **Roseville Leased Housing Associates I, LLLP.** The reference in the PIC in Section III W to "Roseville Leased Housing I, LLLP" shall be changed to "Roseville Leased Housing Associates I, LLLP", which shall be the definition for "Roseville I".
4. **PIC in Full Force; Inconsistent Terms.** Upon execution, this Amendment shall become an integral and binding part of the PIC. Except as amended or modified hereby, the PIC will remain in full force and effect pursuant to its terms and will be deemed to cover the Plat. To the extent the terms of the PIC and this Amendment are inconsistent, the terms of this Amendment shall control.
5. **Run with the Land.** The PIC, as amended by this Amendment, shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns, and shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF ROSEVILLE

By: _____

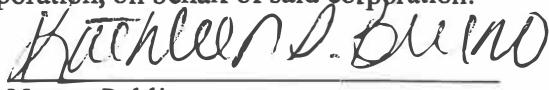

Daniel J. Roe, Mayor

By: _____


Patrick Trudgeon, City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 13 day of October, 2020, by Daniel J. Roe and Patrick Trudgeon, the Mayor and City Manager, of the City of Roseville, a Minnesota municipal corporation, on behalf of said corporation.

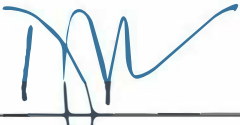


Notary Public



DEVELOPER

Roseville Investment Partners, LLC

By: 
Dan Regan

Its: Chief Executive Officer

STATE OF MINNESOTA)
) ss
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 21st day of October, 2020, by Dan Regan, the Chief Executive Officer of Roseville Investment Partners, LLC, a Minnesota Limited Liability Company, on behalf of the company.


Notary Public



Roseville Leased Housing Associates I, LLLP is signing this Amendment for the sole purpose of providing its consent to the Amendment pursuant to Section III AA of the PIC.

ROSEVILLE I

**Roseville Leased Housing Associates I,
LLLP**

By: [Signature]

Its: Vice President

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 5 day of November, 2020, by Ryan Underby, the Vice President of Roseville Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership, on behalf of the partnership.

[Signature]
Notary Public

THIS INSTRUMENT DRAFTED BY:

Erich J. S. Hartmann, Esq.
Erickson, Bell, Beckman & Quinn, P.A.
Suite 110
1700 West Highway 36
Roseville, MN 55113
651-223-4999

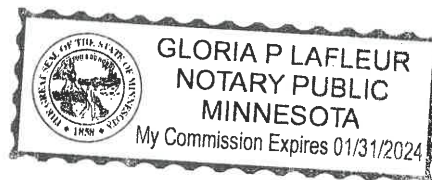


EXHIBIT A

Stockpile Location

The stockpile location will be in approximately the area indicated by the box shown on the attached aerial image.