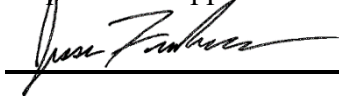


ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: July 10, 2023
Item No.: 10.d

Department Approval



City Manager Approval



Item Description: Consider Resolution Requesting Conveyance of a Tax Forfeit Parcel,
Farrington Estates Outlot A, from Ramsey County

BACKGROUND

Ramsey County tax parcel 122923430068 (Farrington Estates Outlot A) is located on the north side of County Road B, east of Farrington Street (Attachment D). The parcel is currently owned by the State of MN Trust Exempt as a tax forfeiture. Outlot A was platted in 2016 under a Drainage and Utility Easement due to the regional stormwater treatment this lot area provides for City and Minnesota Department of Transportation right-of-way (ROW). The City was working with the developer since the start of the project to ensure there was enough capacity to treat stormwater runoff from the new development and the public ROW that drains to the outlot. The City's intention was to take over ownership of the lot to manage and maintain the stormwater functionality long term. Outlot A was supposed to be conveyed to the City by the developer when the development received its final approvals, but the outlot went into tax forfeiture instead.

Ramsey County needs the following information to start the conveyance process of Outlot A of Farrington Estates to the City:

- Documentation showing the developer was supposed to convey the parcel to the city and failed to do so prior to forfeiture.
- City resolution requesting the conveyance as allowed for in M.S. 282.01, subd. 1a(f).
- Check to Ramsey County Treasurer for the amount reflected on the attached cost sheet (\$77.70).

As documentation, the City approved a Public Improvement Contract (PIC) with the developer on February 8, 2016. Within the PIC, Section J states "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." (Attachment B). The City Council RCA also notes that the stormwater wetland would be maintained by the City upon final acceptance (Attachment C).

The City plans to keep Outlot A in its current form as a stormwater wetland to provide stormwater rate control and provide water quality treatment to the Villa Park Wetland and McCarrons Lake.

Attached is a resolution that outlines the planned use for the parcel (Attachment A).

28 **POLICY OBJECTIVE**

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

31 **BUDGET IMPLICATIONS**

32 There is the initial cost of \$77.70 to be paid to Ramsey County Treasurer for paperwork associated
33 with the parcel.

34 There will be annual costs associated with maintenance of the stormwater wetland, pipes and
35 structures. Maintenance costs will be rolled into the existing pond maintenance program and paid
36 for out of the Stormwater Utility Fee.

37 **RACIAL EQUITY IMPACT SUMMARY**

38 There should be no equity impacts associated with the conveyance of this parcel to the City. The
39 parcel as a whole benefited all residents and property owners in the area by providing improved
40 stormwater management, including flood storage and water quality treatment.

41 **STAFF RECOMMENDATION**

42 The work completed was in accordance with project plans and specifications. Staff recommends the
43 City Council approve a resolution requesting the conveyance of Farrington Estates Outlot A to the
44 City from Ramsey County.

45 **REQUESTED COUNCIL ACTION**

46 Motion to adopt the resolution requesting the conveyance of Farrington Estates Outlot A to the City
47 from Ramsey County.

Prepared by: Ryan Johnson, Environmental Manager
Attachments: A: Resolution
B: Farrington Estates Public Improvement Contract (2016)
C: Farrington Estates Request for Council Action (2016)
D: Farrington Estates Development (2016)

**EXTRACT OF MINUTES OF MEETING
OF THE
CITY COUNCIL OF THE CITY OF ROSEVILLE**

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 10th day of July, 2023, at 6:00 p.m.

The following members were present:

and the following were absent:.

Member ____ introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION REQUESTING THE CONVEYANCE OF FARRINGTON ESTATES
OUTLOT A, FROM RAMSEY COUNTY**

WHEREAS, the County of Ramsey manages and holds in trust certain tax-forfeited property described as Farrington Estates Outlot A, located within the municipal bounds of the City of Roseville; and

WHEREAS, the County of Ramsey classifies said property as a tax forfeiture; and

WHEREAS, the entire parcel is under a platted drainage and utility easement; and

WHEREAS, the entire parcel is currently used by the City of Roseville for stormwater management through the use of a stormwater wetland and various pipes and structures; and

WHEREAS, the City of Roseville intends to use the parcel for continued stormwater management.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville Minnesota requests pursuant to Minnesota Statutes Section M.S. 282.01, subd. 1a(f) the conveyance of Farrington Estates Outlot A to the City.

The motion for the adoption of the foregoing resolution was duly seconded by Member ____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same: .

WHEREUPON 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 10th day of July, 2023, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 10th day of July, 2023.

Patrick Trudgeon, City Manager

PUBLIC IMPROVEMENT CONTRACT
FARRINGTON ESTATES

I. **Parties.** This Agreement, dated _____, 2016, 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 Farrington Estates LLC, a Minnesota limited liability company (the “Owner”) whose address is 18140 Zane Ave NW #314, Elk River, MN, and New Design Properties, LLC, a Minnesota limited liability company whose address is 9183 190th Ave NW, Elk River, MN 55330 (collectively the “**Developer**”).

II. **Request for Plat approval.** The Developer has asked the City to approve a plat of land to be known as “*Farrington Estates*” (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:** Low Density Residential.

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 D below and all rules, regulations, standards and ordinances of the City:

1. Site Grading and Turf Restoration. The Developers shall grade the Property in accordance with the City approved Grading, Drainage and Erosion Control Plan. Site grading improvements shall include common excavation, subgrade correction, embankment and pond excavation. The Developer shall turf restoration on the Property which shall include seeding, mulching and erosion control.
 - a) The Developer shall submit to the City a site grading and drainage plan for the entire Plat acceptable to the City showing the grades and drainage for each lot prior to installation of the improvements.

- b) The Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey (as- constructed survey) of the development to the City after site grading, with street and lot grades.
- c) All improvements to the lots and the final grading shall comply with the approved grading plan.
2. Storm sewer construction: The Developer shall construct all storm sewer improvements determined to be necessary by the City to serve the Property, including the construction of outlet control structures and flared end sections.
- a) Storm sewer facilities, including ponds and infiltration basins, shall be constructed in accordance with City details, specifications, and the City approved Public Improvement Construction Plans.
- b) Storm water basins shall be protected from silt during construction. If these areas do not function as designed, the Developer shall reconstruct them as directed by the City Engineer.
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 B W and Farrington Street curb line shall be removed and replaced with non- surmountable curb to match existing. Curbs proposed to be replaced shall have a minimum of 3 feet of bituminous saw cut out to allow for proper compaction.
- b) Utility trenches shall be restored by the Developer per City standard plate.
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 shall inspect the site periodically and determine whether it is necessary to take additional measures to address erosion.
- 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 streets 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.

1 **D. Development Plans.** The Property shall be developed in accordance with the following plans,
2 specifications and other documents (“Plans”). With the exception of the Plat, the Plans may be
3 prepared after the parties have entered into this Agreement, provided however, no work shall be
4 commenced on the Property until all of the Plans have been submitted to and approved by the City.
5 The Plans shall not be attached to this Agreement, but shall be retained in the City files while the
6 work to be done under this Agreement is being performed. If the Plans vary from the written terms
7 of this Agreement, the written terms shall control. The Plans (which are sometimes referred to
8 herein as the “Public Improvement Construction Plans”) are as follows:

- 9 a) Plat
- 10 b) Utility Plan
- 11 c) Grading, Drainage and Erosion Control Plan
- 12 d) Grading Notes and Details
- 13 e) Street, Sanitary Sewer and Watermain Details
- 14 f) Tree Preservation Plan
- 15 g) Other

16 **E. Notice to Proceed.** The improvements shall be installed in accordance with the City approved Plans
17 and the rules, regulations, standards and ordinances of the City. The plans and specifications shall
18 be prepared by a competent registered professional engineer, furnished to the City for review, and
19 shall be subject to the approval of the City Engineer. No work shall commence on the Property until
20 the City Engineer notifies the Developer that the work can commence.

- 21 1. The Developer shall obtain all necessary permits from the Minnesota Pollution Control
22 Agency (MPCA), and other agencies and governmental authorities before proceeding
23 with construction. Copies of these permits must be provided to the City Engineer.
- 24 2. The Developer or its engineer shall schedule a preconstruction meeting at a mutually
25 agreeable time at City Hall with all the parties concerned, including City staff, to review
26 the program for the construction work.
- 27 3. The Developer represents to the City that the Plat complies with all City, County,
28 Metropolitan, State and Federal laws and regulations including, but not limited to:
29 subdivision ordinances, zoning ordinances and environmental regulations. If the City
30 determines that the Plat does not comply, the City may, at its option, refuse to allow
31 construction or development work on the Property until the Developer does comply.
32 Upon the City’s demand, the Developer shall cease work until there is compliance.

33
34 **F. Time of Performance.** The Developer shall complete all required improvements enumerated in
35 Paragraph C by August 31, 2016. The Developer may, however, forward a request for an extension
36 of time to the City. If an extension is granted, it shall be conditioned upon updating the security
37 posted by the Developer to reflect cost increases and the extended completion date.

38 **G. Inspection.** The Developer shall provide the services of a Project Representative and assistants at
39 the site to provide continuous observation of the work to be performed and the improvements to be
40 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 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 1% per occurrence, of the amount of the security required for Developer improvements, which amount the Developer agrees to pay to the City upon demand.

H. **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 \$3,200. This amount shall be paid at or prior to the execution of this Agreement.

I. **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 \$100,000 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 on the Letter of Credit in the event that the Developer fails to perform any of its obligations under this Agreement.

1. **Reduction of Security.** Periodically upon the Developers 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.

J. **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: The City will take ownership and maintenance of the storm water facilities only after final acceptance.

- 1 K. **Warranty.** The Developer shall install and construct the Public Improvements in accordance with
2 the terms and conditions of this Agreement. The Developer warrants the Public Improvements and
3 all work required to be performed by the Developer hereunder against poor material and faulty
4 workmanship for a period of two (2) years after its completion and acceptance by the City. The
5 Developer shall repair or replace as directed by the City and at the Developer's sole cost and
6 expense: (i) any and all faulty work, (ii) any and all poor quality and/or defective materials, and (iii)
7 any and all trees, plantings, grass and/or sod which are dead, are not of good quality and/or are
8 diseased, as determined in the sole but reasonable opinion of the City or its Engineer, provided the
9 City or its Engineer gives notice of such defect to Developer with respect to such items on or before
10 60 days following the expiration of the two year warranty period. The Developer shall post
11 maintenance bonds or other security acceptable to the City to secure the warranties described herein,
12 which bonds or other security shall be in addition to the Financial Security described herein.
- 13 L. **Park Dedication Fee.** The park dedication fee for Lots 1-6 Block 1 within the Plat shall be \$17,500
14 and shall be paid to the City of Roseville upon or prior to the execution of this Agreement.
- 15 M. **License.** The Developer hereby grants the City, its agents, employees, officers and contractors a
16 license to enter the Property to perform all work and inspections deemed appropriate by the City
17 during the installation of the Public Improvements. This license shall expire after the Property has
18 been completely developed and all of the Public Improvements have been accepted by the City.
- 19 N. **Construction Management.** The Developer and its contractors and subcontractors shall minimize
20 impacts from construction on the surrounding neighborhood as follows:
- 21 1. **Definition of Construction Area.** The limits of the Project Area shall be defined with
22 heavy-duty erosion control fencing approved by the City Engineer. Any grading,
23 construction or other work outside this area requires approval by the City Engineer and
24 the affected property owner.
 - 25 2. **Parking and Storage of Materials.** Adequate on-site parking for construction vehicles and
26 employees must be provided or provisions must be made to have employees park off-site
27 and be shuttled to the Project Area. No parking of construction vehicles or employee
28 vehicles shall occur along County Road B without approval of Ramsey County. No fill,
29 excavating material or construction materials shall be stored in the public right-of-way.
 - 30 3. **Hours of Construction.** Hours of construction, including moving of equipment shall be
31 limited to the hours between 7 a.m. and 9 p.m. on weekdays and 9 a.m. and 9 p.m. on
32 weekends.
 - 33 4. **Site Maintenance.** The Developer shall ensure the contractor maintains a clean work site.
34 Measures shall be taken to prevent debris, refuse or other materials from leaving the site.
35 Construction debris and other refuse generated from the project shall be removed from
36 the site in a timely fashion and/or upon the request by the City Engineer. After the
37 Developer has received twenty-four (24) hour verbal notice, the City shall have the right
38 to complete or contract to complete the site maintenance work at the Developer's
39 expense, which amount the Developer shall pay to the City upon demand.
- 40
- 41 O. **Certificate of Insurance.** The Developer shall provide, prior to the commencement of any site
42 work or other development of the Property, evidence that it has insurance in the form of a Certificate
43 of Insurance issued by a company authorized to do business in the State of Minnesota, which

includes workman's compensation and general liability. 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.

P. **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 Property, and the construction of the improvements 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 this Agreement and all easements and other documents relating to the Plat and the Property; and all costs incurred pertaining to the inspection and monitoring of the work performed and improvements constructed on 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, the development of the Property 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, construction of the improvements or other work performed on 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 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 thirty (30) 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 thirty (30) 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 attorney and engineering fees.
5. In addition to the charges referred to herein, other charges may be imposed such as, but not limited to, sewer availability charges ("SAC"), City water connection charges, City

sewer connection charges, City storm water connection charges and building permit fees.
The Developer shall pay all such other charges and fees upon being billed by the City.

Q. Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given 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 Property.

R. Remedies. Upon the occurrence of a breach of this Agreement by the 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.

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 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.

1 The Developer shall defend, indemnify, and hold the City and its mayor, councilmembers,
2 employees, agents and contractors harmless from any liability or damages, including reasonable
3 attorneys fees, which may be incurred as a result of the exercise of the City's rights pursuant to this
4 Agreement.

5 S. **Assignment.** The Developer may not assign this Agreement without the written permission of the
6 Roseville City Council.

7 T. **Notices to the Developer.** Required notices to the Developer shall be in writing, and shall be either
8 hand delivered to Michael Muniz, or an officer, employee or agent of the Developer, or mailed to the
9 Developer by registered or certified mail at the following address:

10 Farrington Estates LLC
11 18140 Zane Ave NW #314
12 Elk River MN, 55330
13 Attn: Michael Muniz
14

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

18 City of Roseville
19 2660 Civic Center Drive
20 Roseville, Minnesota 55113
21 Attn: City Engineer
22

23 **V. Miscellaneous.**

- 24 1. The Developer shall comply with any and all applicable City, County, Metropolitan,
25 State and Federal laws and regulations including, but not limited to: subdivision
26 ordinances, zoning ordinances and environmental regulations that may apply to the Plat,
27 the development of the Property, and the construction of the Public Improvements
28 described herein.
- 29 2. The terms and conditions of this Agreement shall inure to the benefit of and shall be
30 binding upon the parties hereto, and their respective successors and assigns.
- 31 3. The obligations of all parties signing this Agreement as a Developer shall be joint and
32 several.
- 33 4. If any portion, section, subsection, sentence, clause, paragraph or phrase of this
34 Agreement is for any reason held invalid, such decision shall not affect the validity of the
35 remaining portions of this Agreement.
- 36 5. The action or inaction of the City shall not constitute a waiver or amendment to the
37 provisions of this Agreement. To be binding, amendments or waivers must be in writing,
38 signed by the parties and approved by the Roseville City Council. The City's failure to
39 promptly take legal action to enforce a default under this Agreement shall not be a waiver
40 or release of such default.
- 41 6. This Agreement shall run with the land and shall be binding upon the Developer, and its
42 successors and assigns. The Developer shall, at its expense, record this Agreement with

1 the Ramsey County Recorder if the Property is abstract property and/or with the Ramsey
2 County Registrar of Titles if the Property is torrens property. The Developer shall, prior
3 to the time this Agreement is executed and recorded, furnish the City with title evidence
4 and make arrangements satisfactory to the City to confirm that at the time that this
5 Agreement is executed and recorded the Developer is the sole fee simple owner of the
6 Property and that there are no other parties having an interest in, or a lien or encumbrance
7 against the Property. No work shall commence on the Property prior to the recording of
8 this Agreement.

- 9 7. This Agreement shall be governed by and construed in accordance with the laws of the
10 State of Minnesota. Any legal proceeding pertaining to this Agreement, or the rights or
11 obligations of the parties hereunder, shall be venued in courts or tribunals located in
12 Ramsey County, Minnesota.
- 13 8. In addition to all other terms and conditions of this Agreement the Developer shall
14 comply with and perform the Conditions of Development attached hereto as Exhibit B.
15

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

3
4 CITY OF ROSEVILLE

5
6 By: _____
7 Daniel J. Roe, Mayor

8
9 By: _____
10 Patrick J. Trudgeon, City Manager

11
12
13
14 STATE OF MINNESOTA)
15) ss
16 COUNTY OF _____)

17
18 The foregoing instrument was acknowledged before me this ____ day of _____, _____,
19 by Daniel J. Roe and Patrick J. Trudgeon, the Mayor and City Manager, respectively, of the City of
20 Roseville, a Minnesota municipal corporation, on behalf of the corporation.

21
22
23 _____
24 Notary Public
25

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- 22
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- 24
- 25

Its: _____

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

New Design Properties, LLC

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____,
by _____, the _____ of New Design Properties, 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

Lot 7 of Michel's Rearrangement of Lots 9 to 16 inclusive of Mackubin and Iglehart Addition of Outlots to St. Paul except the East 240 ft of South 200 Feet and subject to State Highway 36, Ramsey County, Minnesota

1
2
3 **EXHIBIT B**
4 **Conditions of Development**

- 5 1. All property owners shall either dedicate on the Plat or otherwise convey all roadway, utility,
6 drainage, and other easements required by the City.
7
8 2. The access points to enter and exit the Property shall be at locations approved by the City and any
9 other governmental entity having jurisdiction over adjacent roadways.
10
11 3. The Developer shall provide the City proof that the Developer/Owner is the fee simple owner of all
12 of the Property included in the Plat and that there are no liens, encumbrances or other parties having
13 an interest in the Property at the time the Plat and the Development Agreement are recorded, or
14 make other arrangements which are reasonably satisfactory to the City to assure that title to the
15 Property following the recording of the Plat and the Development Agreement shall be acceptable to
16 the City.
17
18 4. The Developer shall pay all unpaid City subdivision review and other fees prior to the City releasing
19 the Plat for recording.
20
21 5. No building permits shall be issued for any use of the Property which is not a permitted use.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: February 8, 2016
Item No.:

Department Approval



City Manager Approval

Item Description: Farrington Estates – Public Improvement Contract Approval

BACKGROUND

The City Council approved the Preliminary Plat for Farrington Estates on June 8, 2015. The existing storm sewer easement through the property was vacated subject to approval of the final plat by the City Council on November 30, 2015.

The Developer, New Design Properties, LLC, has worked with the City to develop the Public Improvement Contract for the new infrastructure that is needed to serve the development. The new public infrastructure includes the replacement of storm sewer pipe and construction of a storm water wetland basin in conjunction with the new development. The storm water wetland basin would be used to treat and retain water from the development and from city right of way. The City would maintain the storm water wetland basin upon final acceptance.

The new development is served by existing streets and utilities so no new public streets or utilities are needed. New private water and sewer services will be extended from the City's mains to each new parcel.

DISCUSSION

In order to serve the lots in the plat, the following public improvements need to be made. The detail of such improvements are specified in the Public Improvement Contract (Attachment A) and shown in the plans (Attachment B) and are summarized as follows;

- Site Grading and Turf Restoration. The Developers shall grade the Property in accordance with the City approved Grading, Drainage and Erosion Control Plan. Site grading improvements shall include common excavation, subgrade correction, embankment and pond excavation. The Developer shall turf restoration on the Property which shall include seeding, mulching and erosion control.
 - The Developer shall submit to the City a site grading and drainage plan for the entire Plat acceptable to the City showing the grades and drainage for each lot prior to installation of the improvements.
 - The Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey (as- constructed survey) of the development to the City after site grading, with street and lot grades.
 - All improvements to the lots and the final grading shall comply with the approved grading plan.

- Storm sewer construction: The Developer shall construct all storm sewer improvements determined to be necessary by the City to serve the Property, including the construction of outlet control structures and flared end sections.
 - Storm sewer facilities, including ponds and infiltration basins, shall be constructed in accordance with City details, specifications, and the City approved Public Improvement Construction Plans.
 - Storm water basins shall be protected from silt during construction. If these areas do not function as designed, the Developer shall reconstruct them as directed by the City Engineer.
- Restoration of existing streets: Curb cuts and street cuts shall be reconstructed to match existing street typical section.
 - All unused curb openings along County Road B W and Farrington Street curb line shall be removed and replaced with non- surmountable curb to match existing. Curbs proposed to be replaced shall have a minimum of 3 feet of bituminous saw cut out to allow for proper compaction.
 - Utility trenches shall be restored by the Developer per City standard plate.
- 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.
 - 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.
 - Measures shall be installed in compliance with MPCA NPDES permit requirements.
 - The City shall inspect the site periodically and determine whether it is necessary to take additional measures to address erosion.
 - To remove dirt and debris from streets that has resulted from construction work by the Developer, its agents or assigns, the Developer shall sweep streets 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.
 - 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.

All work would be done through the developer's contractor. All costs for the improvements would be paid by the developer. The estimated cost of construction of the public infrastructure is \$80,000. The developer will provide a financial security in the amount of 125% of the estimated cost of construction (\$100,000) in the event the developer fails to perform.

The City would provide oversight on the construction. The Developer will pay the City \$3,200 for these inspection services.

75 The attached contract has been reviewed by the City Attorney.

76 **FINANCIAL IMPLICATIONS**

77 The estimated cost of these improvements based on preliminary figures provided by the
78 developer's engineering consultant is approximately \$80,000.

79

80 The contract as presented has the developer paying for all the costs of the improvement
81 including; design, inspection, construction and city staff time related to the improvement.

82 **STAFF RECOMMENDATION**

83 Approve Farrington Estates - Public Improvement Contract subject to approval of the Final Plat.

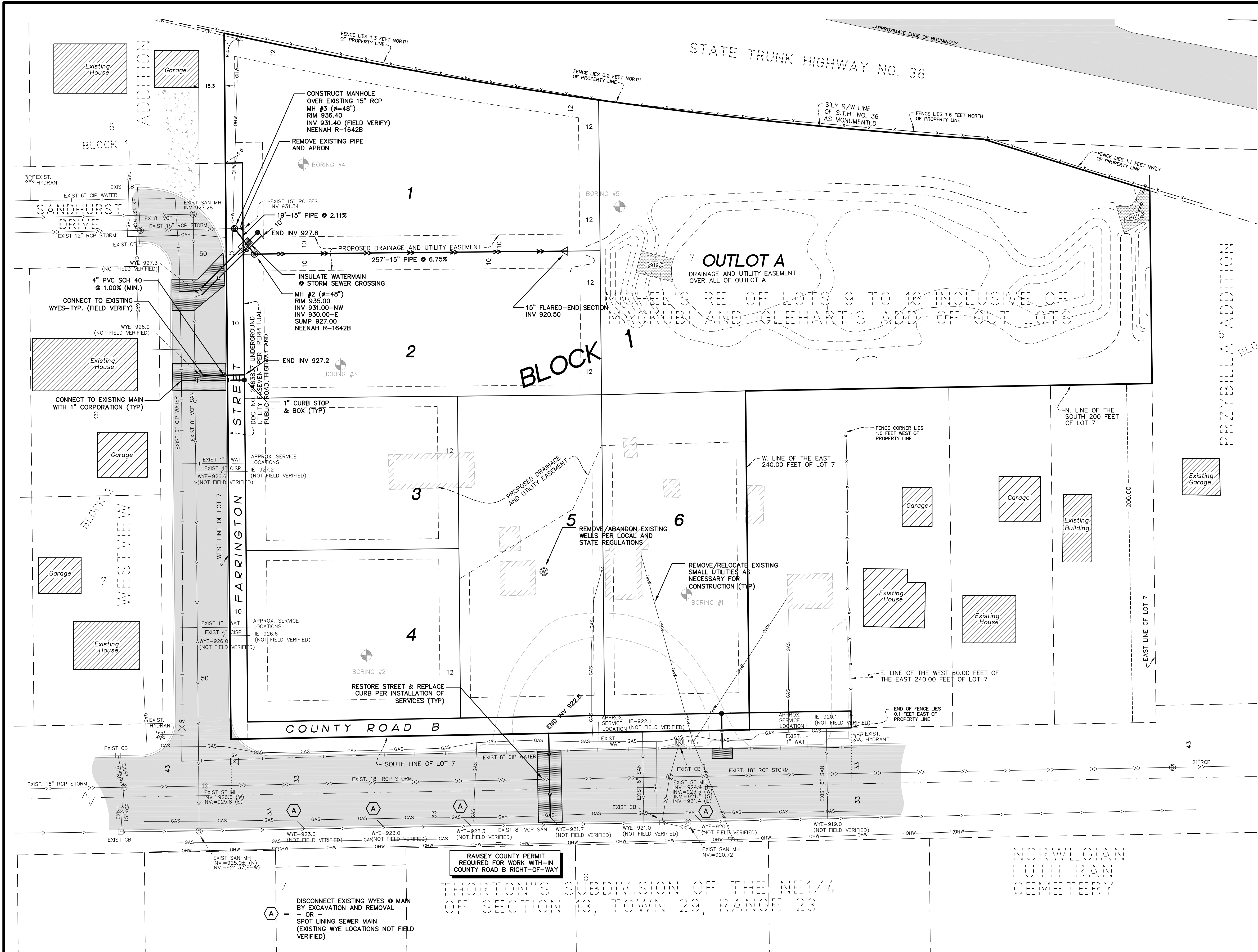
84 **REQUESTED COUNCIL ACTION**

85 Approve Farrington Estates - Public Improvement Contract subject to approval of the Final Plat.

Prepared by: Jesse Freihammer, City Engineer/Asst. Public Works Director

Attachment A: Public Improvement Contract

Attachment B: Proposed Improvement Site Plan



GENERAL NOTES

THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO TYPE AND LOCATION OF UTILITIES AS NECESSARY TO AVOID DAMAGE TO THESE UTILITIES.

CONTACT GOPHER STATE ONE-CALL AT (651) 454-0002 FOR EXISTING UTILITY LOCATIONS.

THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING SANITARY SEWER, STORM SEWER, AND WATERMAIN AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE START OF INSTALLATIONS.

INSTALLATIONS SHALL CONFORM TO THE CITY STANDARD SPECIFICATIONS.

CONTRACTOR SHALL NOTIFY CITY PUBLIC WORKS DEPARTMENT A MINIMUM OF 24 HOURS PRIOR TO THE INTERRUPTION OF ANY SEWER OR WATER SERVICES TO EXISTING HOMES OR BUSINESSES.

STORAGE OF MATERIALS OR EQUIPMENT SHALL NOT BE ALLOWED ON PUBLIC STREETS OR WITHIN PUBLIC RIGHT-OF-WAY.

NOTIFY CITY A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

CONTACT DAN TURNER AT 651-792-7045 FOR INSPECTION OF UTILITY WORK.

STORM SEWER NOTES

FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING STORM SEWER AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

WHEN CALLED OUT AS PIPE, STORM SEWER SHALL BE REINFORCED CONCRETE PIPE (RCP) ANSI C78 WITH R-4 GASKETS OR, IF ALLOWED BY CITY, HDPE PIPE MAY BE USED. (SEE PLAN FOR LOCATIONS WHERE RCP IS REQUIRED.) HDPE PIPE SHALL MEET THE REQUIREMENTS OF AASHTO M294, TYPE S WITH WATERTIGHT CONNECTIONS. USE SAND/GRANULAR MATERIAL FOR BACKFILLING AND COMPACTION OF HDPE/PVC PIPE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM 2321.

ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED IN ACCORDANCE WITH MINNESOTA RULES, PART 4715.2820.

STORM SEWER PIPES TO BE JOINED TO THE CATCH BASIN MANHOLES W/ APPROVED RESILIENT RUBBER JOINTS TO MAKE THEM GASTIGHT OR WATERTIGHT. CEMENT MORTAR JOINTS ARE PERMITTED ONLY FOR REPAIRS AND CONNECTIONS OF EXISTING LINES CONSTRUCTED WITH SUCH JOINTS.

INSTALL INFI-SHIELD ON ALL STORM SEWER STRUCTURES TO PROVIDE WATERTIGHT SEAL (SEE DETAIL).

CURB & BITUMINOUS NOTES

REMOVAL AND DISPOSAL OF EXISTING STREET MATERIALS AS REQUIRED FOR CONSTRUCTION IS CONSIDERED INCIDENTAL.

RESTORE STREET TO EXISTING OR BETTER SECTION AND REPLACE CURB WITH EQUIVALENT FOR ALL IMPACTS TO PUBLIC ROADWAYS PER INSTALLATION OF UTILITIES.

USE TRAFFIC CONTROL MEASURES IN ACCORDANCE WITH THE MINNESOTA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AS NECESSARY WHENEVER GRADING, UTILITY, OR PAVING OPERATION ENCLOSED ONTO ADJACENT STREETS OR PUBLIC RIGHT-OF-WAY.

SAW-CUT EXISTING BITUMINOUS AND CONCRETE CURB TO PROVIDE BUTT-JOINT.

FOUR INCHES OF CLASS 5 UNDER CURB IS INCIDENTAL TO CURB INSTALLATION.

SANITARY SEWER NOTES

EXISTING SANITARY SEWER LOCATION, SIZE, AND ELEVATION SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

PROPOSED SANITARY SEWER SHALL BE 4" PVC SCHEDULE 40.

WATER MAIN NOTES

EXISTING WATER MAIN AND WATER SERVICES SIZE AND LOCATION SHALL BE FIELD VERIFIED PRIOR TO ANY INSTALLATIONS. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

PROPOSED WATER SERVICES SHALL BE 1" COPPER TYPE K.

ALL WATER SERVICES SHALL HAVE 7.0-FT MIN. COVER



Know what's below.
Call before you dig.

UTILITY PLAN
FARRINGTON ESTATES

DRAWN BY:	DESIGN BY:
A.G.	A.G.
CHKD BY:	PROJ. NO.
C.W.P.	15-1547

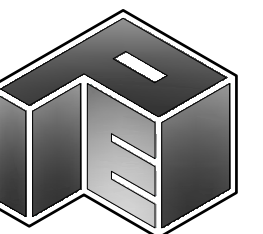
ORIGINAL DATE:
APRIL 7, 2015

REVISION DESCRIPTION	DATE
CITY REVIEW #1	6-1-15
CRWD COMMENTS #1	8-14-15

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Adam Ginkel
ADAM GINKEL
LIC. NO. 43963
DATE: 06.14.2015

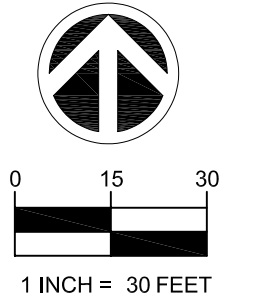
FARRINGTON ESTATES
ROSEVILLE, MINNESOTA
UTILITY PLAN

PREPARED FOR:
NEW DESIGN
PROPERTIES



SITE PLANNING
& ENGINEERING
PLOWE
ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

NORTH



C1