

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: June 6, 2022  
Item No.: 10.f

Department Approval



City Manager Approval



Item Description: Approve Genisys Credit Union Public Improvement Contract

**DISCUSSION**

As part of a redevelopment at 2501 Fairview Avenue, the developer, Genisys Credit Union, has worked with the City to develop a public improvement contract required for the new public sidewalk improvements required as part of the site redevelopment. In order to serve the site and adjacent properties, the City required that a pathway be constructed on the west side of the Fairview Avenue right-of-way adjacent to the redeveloped parcel. The details of such improvements are specified in the Public Improvement Contract (Attachment A) and shown in the plans (Attachment B).

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 \$20,800. The developer will provide a financial security in the amount of 125% of the estimated cost of construction, \$26,000.00, in the event the developer fails to perform.

The City will oversee the construction. The developer will pay the City \$832.00 for these inspection services.

The public improvements are planned to be completed by March 31, 2023.

**FINANCIAL IMPLICATIONS**

The estimated cost of these improvements, based on preliminary figures provided by the developer's engineering consultant, is approximately \$20,800. The developer will provide a financial security in the amount of 125% of the estimated cost of construction, \$26,000.00.

The contract, as presented, has the developer paying for all the costs of the improvement including: design, inspection, construction and city staff time related to the improvement. The developer will pay the City \$832.00 to cover staff time overseeing the project.

**STAFF RECOMMENDATION**

Staff recommends that Council approve the Genisys Credit Union Public Improvement Contract.

**REQUESTED COUNCIL ACTION**

Motion to approve the Genisys Credit Union Public Improvement Contract.

Prepared by: Jesse Freihammer, Assistant Public Works Director /City Engineer  
Attachments: A: Public Improvement Contract  
B: Proposed Improvements

**PUBLIC IMPROVEMENT CONTRACT  
GENISYS CREDIT UNION DEVELOPMENT**

I. **Parties.** This Agreement, dated \_\_\_\_\_, 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 Genisys Credit Union, a Michigan chartered credit union, whose address is 2100 Executive Hills Boulevard, Auburn Hills, MI 48326 (the “Developer”).

II. **Request for Permit approval.** The Developer has asked the City to approve a building permit to develop the site “2501 Fairview Avenue North, Roseville, MN 55113” The land is legally described as follows:

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

III. **Terms and Conditions of Permit Approval.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. **Permit 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:** Redevelopment of an existing building, including the addition of a new building addition, site work including a new parking lot, private utilities, storm sewer and construction of a public sidewalk along Fairview Avenue.

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. Sidewalk construction: The Developer shall construct all public sidewalk necessary, as required by the City. An 8’ bituminous trail sidewalk is proposed for this project.
- 2. Restoration of existing streets: Curb cuts and street cuts shall be reconstructed to match existing street typical section.
  - a) All unused curb openings along Fairview Avenue North 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.

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”) in

1 compliance with City approved Construction Plans described in Section III E below and all rules,  
2 regulations, standards and ordinances of the City:

- 3 1. Site Grading and Turf Restoration. The Developer shall grade the Property in accordance  
4 with the City approved Grading, Drainage and Erosion Control Plan. Site grading  
5 improvements shall include common excavation, subgrade correction, embankment and  
6 stormwater system excavation. The Developer shall conduct turf restoration on the  
7 Property which shall include seeding, mulching and erosion control.
  - 8 a) The Developer shall submit to the City a site grading and drainage plan for the entire  
9 project acceptable to the City showing the grades and drainage for each lot prior to  
10 installation of the improvements.
  - 11 b) The Developer shall furnish the City Engineer satisfactory proof of payment for the  
12 site grading work and shall submit a certificate of survey (as-constructed survey) of the  
13 development to the City after site grading, with street and lot grades.
  - 14 c) All improvements to the lots and the final grading shall comply with the approved  
15 grading plan.
- 16 2. Storm sewer construction: The Developer shall construct all storm sewer improvements  
17 determined to be necessary by the City to serve the Property, including the construction  
18 of outlet control structures and flared end sections.
  - 19 a) Storm sewer facilities, including underground retention and the filtration  
20 manufactured treatment device, shall be constructed in accordance with City details,  
21 specifications, and the City approved Public Improvement Construction Plans.
  - 22 b) Underground Retention shall be protected from silt during construction. If these  
23 areas do not function as designed, the Developer shall reconstruct them as directed by the  
24 City Engineer.

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

- 33 a) Utility and Civil Site Plan;
- 34 b) Grading, Drainage and Erosion Control Plan;
- 35 c) Details; and
- 36 d) Storm Water Pollution Prevention Plan.

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

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 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 plans comply 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 plans do 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 improvements enumerated in Paragraph C by March 31, 2023. The Developer may, however, forward a request for an extension of time to the City. 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 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.

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 \$832.00. 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, b) an irrevocable letter of credit or c) surety bond for \$26,000.00 in a form to be approved by the City (the "Financial Security"). The amount of the Financial Security is 125%

1 of the estimated cost to construct the Public Improvements. The City shall have the right to draw  
2 upon and use the Financial Security in the event that the Developer fails to perform any of its  
3 obligations under this Agreement.

4 1. **Reduction of Security.** Periodically upon the Developer's written request, the City  
5 Engineer may reduce the amount of the Financial Security for completed Public  
6 Improvements provided the following conditions are met:

7 a) The Developer's engineer certifies that the Public improvements have been  
8 constructed to City Standards and in accordance with the Plans.

9 b) The Developer provides documentation that its contractors and all their  
10 subcontractors and suppliers have been paid in full for the work completed and materials  
11 supplied.

12 c) The City Engineer determines that such Public Improvements have been fully  
13 completed in accordance with the Plans, specifications and provisions of this Agreement.

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

19  
20 2. **Release of Security.** This Agreement shall run with the land and may be recorded against  
21 the title to the Property. After the work described in this Agreement has been completed,  
22 the Developer may request that the City accept the Public Improvements. This is  
23 accomplished through a City Council resolution provided the following conditions are  
24 met:

25 a) **As-built Survey.** The Developer shall provide an as-built survey upon completion of  
26 the Public Improvements described in Paragraph C in reproducible and digital  
27 (AutoCAD) format. The locations and elevations of sewer and water services shall be  
28 accurately shown on the survey.

29 b) **Certification.** The Developer's engineer submits a letter certifying that the Public  
30 Improvements have been constructed to City Standards in accordance with the Plans and  
31 requests that the City accept the Public Improvements.

32 c) **Payment.** The Developer provides documentation that its contractors and their  
33 subcontractors and suppliers have been paid in full for the work completed and the  
34 materials supplied.

35 d) **Determination of Completion.** The City Engineer and the City Council have  
36 determined that all Public Improvements have been completed in accordance with the  
37 Plans, specifications and terms of this Agreement.

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

40 In the event that a Letter of Credit is given as the Financial Security, the term of any Letter of  
41 Credit provided by the Developer must be at least one year. Notwithstanding anything to the  
42 contrary contained herein, in the event that: i) some or all of the Public Improvements have not

1           been completed and accepted by the City before the expiration date of the Letter of Credit, ii)  
2           the City has been notified that the Letter of Credit is not being extended for another term of at  
3           least one year, and iii) no replacement Letter of Credit satisfactory to the City has been  
4           delivered to the City, the City shall have the right to draw on the full amount of the Letter of  
5           Credit at any time prior to the expiration of the Letter of Credit. In the event of such draw on  
6           the Letter of Credit, the City shall have the right to use the amount drawn to complete any  
7           unfinished Public Improvements, perform any unperformed obligations of the Developer, pay  
8           the costs to draw on the Letter of Credit and/or pay any costs to enforce this Agreement. The  
9           Letter of Credit shall allow Partial Draws and shall provide that a draw can be made on the  
10          Letter of Credit at a location which is in or within 30 miles of the City of Roseville.

11 **K. Ownership of Improvements and Risk of Loss.** Upon completion and City acceptance of the  
12 Public Improvements, all Public Improvements lying within public rights-of-way and easements  
13 shall become City property without further notice or action, except as follows: Streets and storm  
14 sewer. The Developer shall be responsible for the risk of loss of all Public Improvements  
15 constructed by the Developer until ownership thereof passes to the City. Any damage or destruction,  
16 in whole or in part, to any Public Improvement constructed by the Developer shall be repaired and/or  
17 replaced by the Developer until ownership of such Public Improvement passes to the City. The  
18 following special requirements shall apply with respect to the maintenance of Public Improvements  
19 which have been completed and accepted by the City: None.

20 **L. Warranty.** The Developer shall install and construct the Public Improvements in accordance with  
21 the terms and conditions of this Agreement. The Developer warrants the Public Improvements and  
22 all work required to be performed by the Developer hereunder against poor material and faulty  
23 workmanship for a period of one (1) year after its completion and acceptance by the City. The  
24 Developer shall repair or replace as directed by the City and at the Developer's sole cost and  
25 expense: (i) any and all faulty work, (ii) any and all poor quality and/or defective materials, and (iii)  
26 any and all trees, plantings, grass and/or sod which are dead, are not of good quality and/or are  
27 diseased, as determined in the sole but reasonable opinion of the City or its Engineer, provided the  
28 City or its Engineer gives notice of such defect to Developer with respect to such items on or before  
29 60 days following the expiration of the two year warranty period. The Developer shall post  
30 maintenance bonds or other security acceptable to the City to secure the warranties described herein,  
31 which bonds or other security shall be in addition to the Financial Security described herein.

32 **M. Utility Company Improvements.** The utility improvements include underground gas, electric, and  
33 telephone service as installed by the appropriate utility company at the direction of the Developer.  
34 The Developer shall arrange for the installation of underground gas, electric, telephone and cable  
35 television before the final lift is started.

36 **N. License.** The Developer hereby grants the City, its agents, employees, officers and contractors a  
37 license to enter the Property to perform all work and inspections deemed appropriate by the City  
38 during the installation of the Public Improvements. This license shall expire after the Property has  
39 been completely developed and all of the Public Improvements have been accepted by the City.

40 **O. Building Permits.** In order to provide emergency vehicle access, a passable Class 5 road base must  
41 be extended to within 150 feet of any address seeking a building permit. Breach of the terms of this  
42 Agreement by the Developer shall be grounds for denial of building permits, including lots sold to  
43 third parties.

44 **P. Land Occupancy.** No certificate of occupancy shall be issued until:

1. The installation of a hard surface driveway and parking lot.
2. The installation of the appropriate ground cover.

Q. **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 verbal notice, 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 1<sup>st</sup> of the calendar year. Work may be performed after November 1<sup>st</sup> 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 1<sup>st</sup> of any calendar year or prior to weight restrictions being lifted in the spring.
7. **Televising.** All storm sewer and sanitary sewer shall be televised, at the Developer's expense, prior to the installation of the aggregate base, concrete curb and gutter, and bituminous. No roadway construction shall be commenced until the City has reviewed and approved the televising tapes. All televising media shall be submitted on DVD.

R. **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 workman's compensation and general liability. Limits for bodily injury and death shall not

1 be less than \$1,000,000 for one person and \$1,500,000 per occurrence. Limits for property damages  
2 shall be not less than \$500,000 for each occurrence. The City shall be included as an additional  
3 insured on general liability and property damage policies. The Developer shall provide the City with  
4 a renewal certificate of insurance at least 30 days prior to the expiration date of any policy required  
5 hereunder.

6 **S. All Costs Responsibility of Developer.** The Developer shall pay all costs incurred by it and the  
7 City in conjunction with this Agreement, the development of the Property, and the construction of  
8 the improvements required by this Agreement, including but not limited to, all costs of persons  
9 doing work or furnishing skills, tools, machinery and materials; insurance premiums; Letter of  
10 Credit fees and bond premiums; legal, planning and engineering fees; the preparation and recording  
11 of this Agreement and all easements and other documents relating to the Property; and all costs  
12 incurred pertaining to the inspection and monitoring of the work performed and improvements  
13 constructed on the Property. The City shall not be obligated to pay the Developer or any of its  
14 agents or contractors for any costs incurred in connection with the construction of the improvements  
15 or the development of the Property. The Developer agrees to defend, indemnify, and hold the City  
16 and its mayor, councilmembers, employees, agents and contractors harmless from any and all claims  
17 of whatever kind or nature which may arise as a result of the construction of the improvements, the  
18 development of the Property or the acts of the Developer, and its employees, agents or contractors in  
19 connection thereto.

- 20 1. The Developer shall defend, indemnify, and hold the City and its mayor, councilmembers  
21 and employees harmless from claims made by itself and third parties for damages  
22 sustained or costs incurred resulting from plan approval, development of the Property,  
23 construction of the improvements or other work performed on the Property. The  
24 Developer shall defend, indemnify, and hold the City and its mayor, councilmembers and  
25 employees harmless for all costs, damages or expenses which the City may pay or incur  
26 in consequence of such claims, including attorney's fees.
- 27 2. The Developer shall pay, or cause to be paid when due, and in any event before any  
28 penalty is attached, all charges, costs and fees referred to in this Agreement. This is a  
29 personal obligation of the Developer and shall continue in full force and effect even if the  
30 Developer sells one or more lots, all of the Property, or any part of it.
- 31 3. The Developer shall pay in full all bills submitted to it by the City for obligations  
32 incurred under this Agreement within thirty (30) days after receipt. If the bills are not  
33 paid on time, the City may, in addition to all other rights and remedies the City may have,  
34 halt development and construction work on the Property including, but not limited to, the  
35 issuance of building permits for lots which the Developer may or may not have sold, until  
36 the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the  
37 rate of ten percent (10%) per year, or the maximum amount allowed by law, whichever is  
38 less.
- 39 4. The Developer shall reimburse the City for all costs incurred in the enforcement of this  
40 Agreement, including all attorney and engineering fees.
- 41 5. In addition to the charges referred to herein, other charges may be imposed such as, but  
42 not limited to, sewer availability charges ("SAC"), City water connection charges, City  
43 sewer connection charges, City storm water connection charges and building permit fees.  
44 The Developer shall pay all such other charges and fees upon being billed by the City.



1 T. **Default.** In the event of default by the Developer as to any of the work to be performed by it  
2 hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse  
3 the City for any expense incurred by the City, provided the Developer is first given written notice of  
4 the work in default and not less than 48 hours in which to cure the default before the City  
5 commences performing such work, except in the event of an emergency. This Agreement is a  
6 license for the City to act, and it shall not be necessary for the City to seek a court order for  
7 permission to enter the Property. When the City does any such work, the City may, in addition to its  
8 other remedies, assess the cost in whole or in part, against the Developer and/or the Property.

9 U. **Remedies.** Upon the occurrence of a breach of this Agreement by the Developer which has not been  
10 cured, the City, in addition to any other remedy which may be available to it, shall have the right to  
11 do any or all of the following:

- 12 1. City may make advances or take other steps to cure the default, and where necessary,  
13 enter the Property for that purpose. The Developer shall pay all sums so advanced or  
14 expenses incurred by the City upon demand, with interest from the date of such advances  
15 or expenses at the rate of 10% per annum or the maximum allowed by law, whichever is  
16 less. No action taken by the City pursuant to this section shall be deemed to relieve the  
17 Developer from curing any such default or from any other default hereunder. The City  
18 shall not be obligated, by virtue of the existence or the exercise of this right, to perform  
19 any such act or cure any such default.
- 20 2. Obtain an order from a court of competent jurisdiction requiring the Developer to  
21 specifically perform its obligations pursuant to the terms and provisions of this  
22 Agreement.
- 23 3. Obtain an order from a court of competent jurisdiction enjoining the continuation of an  
24 event of default.
- 25 4. Halt all development work and construction of improvements until such time as the event  
26 of default is cured.
- 27 5. Withhold the issuance of a building permit and/or prohibit the occupancy of any  
28 structure(s) for which permits have been issued.
- 29 6. Draw upon and utilize the Developer's Financial Security to cover the costs of the City in  
30 order to correct the default, the costs to complete any unfinished Public Improvements,  
31 the costs to draw on the Financial Security and/or the costs to enforce this Agreement.
- 32 7. Terminate this Agreement by written notice to Developer at which time all terms and  
33 conditions contained herein shall be of no further force or effect and all obligations of the  
34 parties imposed hereunder shall be null and void.
- 35 8. Exercise any other remedies which may be available to it at law or in equity.
- 36 9. In addition to the remedies and amounts payable set forth or permitted above, upon the  
37 occurrence of an event of default, the Developer shall pay to the City all fees and  
38 expenses, including attorneys fees, incurred by the City as a result of the event of default,  
39 whether or not a lawsuit or other action is formally taken.
- 40 10. The Developer shall defend, indemnify, and hold the City and its mayor,  
41 councilmembers, employees, agents and contractors harmless from any liability or

1 damages, including reasonable attorney's fees, which may be incurred as a result of the  
2 exercise of the City's rights pursuant to this Agreement.

3 **V. Assignment.** The Developer may not assign this Agreement without the written permission of the  
4 Roseville City Council.

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

8 Genisys Credit Union  
9 2100 Executive Hills Boulevard  
10 Auburn Hills, MI 486326  
11 Attn: Michelle Mattson, SVP Delivery Strategy

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

15 City of Roseville  
16 2660 Civic Center Drive  
17 Roseville, Minnesota 55113  
18 Attn: City Engineer

19 **Y. Miscellaneous.**

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

1 and make arrangements satisfactory to the City to confirm that at the time that this  
2 Agreement is executed and recorded the Developer is the sole fee simple owner of the  
3 Property and that there are no other parties having an interest in, or a lien or encumbrance  
4 against the Property. No work shall commence on the Property prior to the recording of  
5 this Agreement.

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

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

12 //

13 (Signatures Follow)

14

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

3  
4 **CITY**

5  
6 **City of Roseville**

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8  
9  
10 By: \_\_\_\_\_  
11 Daniel J. Roe, Mayor

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15 By: \_\_\_\_\_  
16 Patrick Trudgeon, City Manager

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19  
20 STATE OF MINNESOTA )  
21 ) ss  
22 COUNTY OF \_\_\_\_\_ )

23  
24 The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
25 by Daniel J. Roe and Patrick Trudgeon, the Mayor and City Manager respectively, of the City of  
26 Roseville, a Minnesota municipal corporation, on behalf of the corporation.

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30 \_\_\_\_\_  
31 Notary Public  
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**DEVELOPER**

**Genisys Credit Union**

By: \_\_\_\_\_  
Michelle Mattson

Its: Senior Vice President of Delivery

Strategy

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Michelle Mattson, the Senior Vice President of Delivery Strategy of Genisys Credit Union, a Michigan chartered credit union, on behalf of the credit union.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**EXHIBIT A**  
**Legal Description**

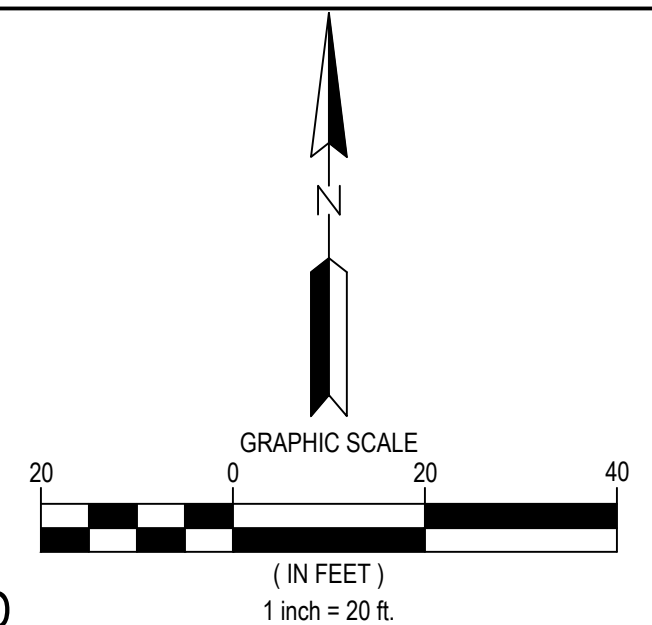
1  
2  
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Lot 2, Block 1, Fairview First Station, Ramsey County, Minnesota.

**TO BE COMPLETED AS APPLICABLE**

**EXHIBIT B  
Conditions of Development**

1. The access points to enter and exit the Property shall be at locations approved by the City and any other governmental entity having jurisdiction over adjacent roadways.
2. No building permits shall be issued for any use of the Property which is not a permitted use.



**LEGEND**

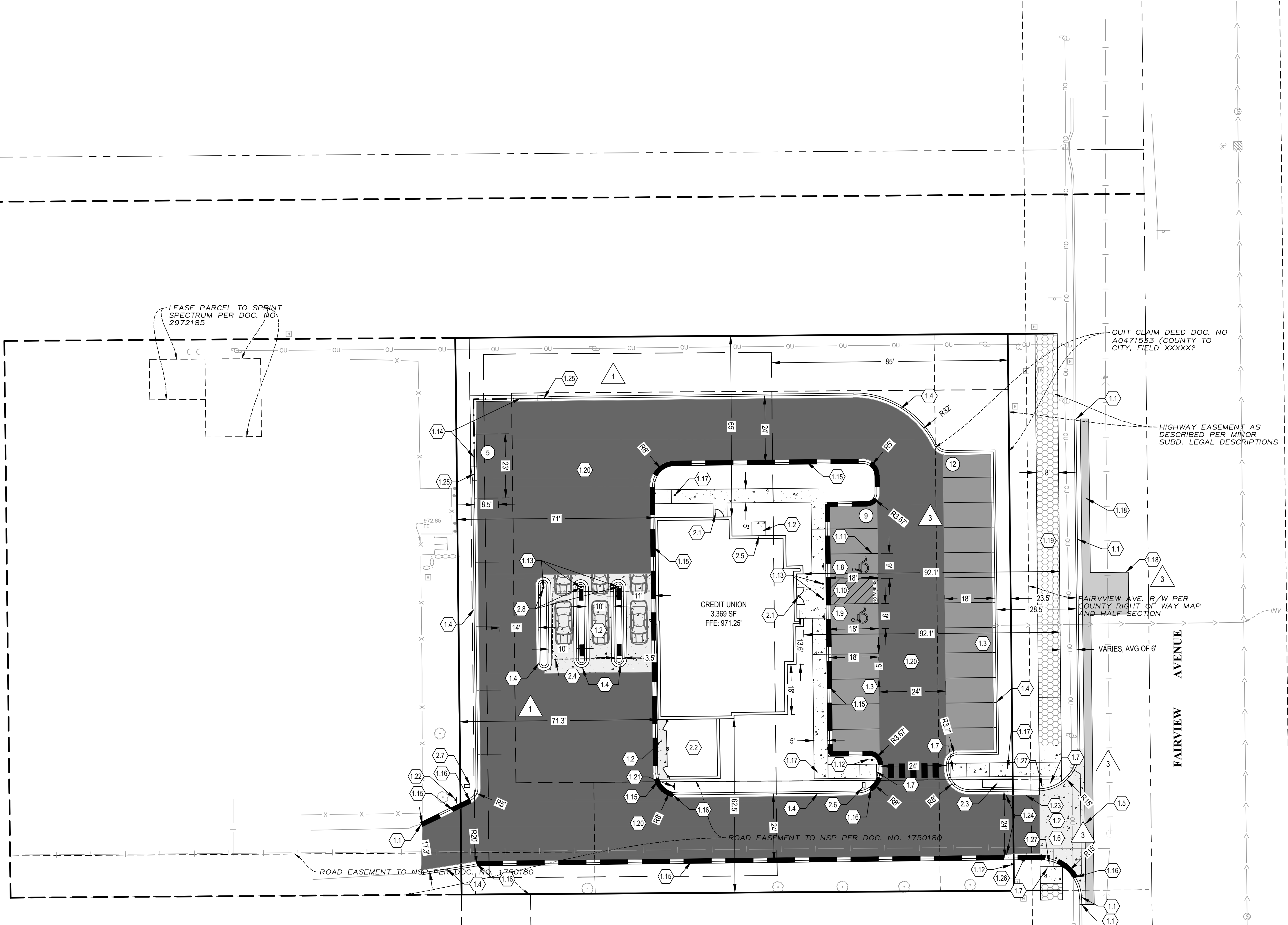
- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- CURB AND GUTTER
- HEAVY DUTY BITUMINOUS PAVEMENT
- STANDARD DUTY BITUMINOUS PAVEMENT
- BITUMINOUS TRAIL
- PATCH BITUMINOUS PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- PROPOSED PARKING COUNT
- TIP OUT CURB
- SURMOUNTABLE CURB AND GUTTER

**NOTES**

1. SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
2. COORDINATE WITH PROJECT PARTNERS TO OBTAIN RELATED CONSTRUCTION DOCUMENTS/DRAWINGS.
3. DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL PROTECT WATERMAIN AT ALL TIMES.
5. CONTRACTOR SHALL PROVIDE ACCESS TO WATER TOWER AT ALL TIMES.

**KEYNOTES**

1. STANTEC DESIGN ITEMS
  - 1.1. MATCH EXISTING
  - 1.2. HEAVY CONCRETE PAVEMENT - SEE DETAIL 5/C-803 OR DETAIL P-2/C-801 FOR CONCRETE DRIVEWAY APRON CONCRETE PAVEMENT
  - 1.3. STANDARD DUTY BITUMINOUS - SEE DETAIL 6/C-803
  - 1.4. B612 CURB AND GUTTER - SEE DETAIL 7/C-803
  - 1.5. NOT USED
  - 1.6. CONCRETE DRIVEWAY APRON - SEE DETAIL P-2/C-801
  - 1.7. ADA ACCESSIBLE PEDESTRIAN RAMP - SEE SHEET C-301 FOR DETAILED GRADING
  - 1.8. ADA ACCESSIBLE PARKING STALL WITH SIGN - SEE DETAILS 1.3.4.5/C-804
  - 1.9. ADA VAN ACCESSIBLE PARKING STALL WITH SIGN MOUNTED ON BOLLARD - SEE DETAILS 1.3.4.5/C-804
  - 1.10. ADA ACCESS AISLE - SEE DETAIL 5/C-804
  - 1.11. PAVEMENT STRIPE (TYP.) - SEE DETAIL 2/C-804
  - 1.12. STOP SIGN - SEE DETAILS 1.3/C-804
  - 1.13. BOLLARD - SEE DETAIL 6/C-804
  - 1.14. SURMOUNTABLE CURB - SEE DETAIL 9/C-803
  - 1.15. TIP OUT CURB AND GUTTER - SEE DETAIL 8/C-803
  - 1.16. 5' TRANSITION BETWEEN TIP IN TIP OUT GUTTER CONCRETE SIDEWALK - SEE DETAIL 1/C-805
  - 1.17. PATCH BITUMINOUS - MATCH EXISTING COUNTY PAVEMENT SECTION
  - 1.19. BITUMINOUS TRAIL - SEE DETAIL 6/C-805
  - 1.20. HEAVY DUTY BITUMINOUS - SEE DETAIL 2/C-805
  - 1.21. DO NOT ENTER SIGN - SEE DETAILS 1.3/C-804
  - 1.22. AUTHORIZED ACCESS ONLY, COORDINATE SIGN SELECTION WITH CITY
  - 1.23. B624 CURB AND GUTTER - SEE DETAIL 7/C-803
  - 1.24. 5' TRANSITION FROM B612 TO B624 CURB AND GUTTER
  - 1.25. 5' TRANSITION FROM B612 TO SURMOUNTABLE CURB AND GUTTER
  - 1.26. B624 TIP OUT CURB AND GUTTER - SEE DETAIL 8/C-803
  - 1.27. TRUNCATED DOME'S PAINTED RED
2. DESIGNED BY OTHERS - SEE NOTE 2 THIS SHEET
  - 2.1. DOOR/STRUCTURAL STOOP
  - 2.2. TRASH/MECHANICAL ENCLOSURE
  - 2.3. MONUMENT SIGN
  - 2.4. CANOPY/BUILDING OVERHANG
  - 2.5. EXTERIOR LADDER
  - 2.6. GENISYS CREDIT UNION SIGN TYPE A - SEE ARCH PLANS
  - 2.7. GENISYS CREDIT UNION SIGN TYPE B - SEE ARCH PLANS
  - 2.8. GENISYS CREDIT UNION SIGN TYPE C - SEE ARCH PLANS



SITE ANALYSIS TABLE			
ADDRESS	2501 FAIRVIEW AVE N, ROSEVILLE, MN 55113		
EXISTING ZONING	INSTITUTIONAL		
PROPOSED ZONING	INSTITUTIONAL		
PROPOSED USE	CREDIT UNION		
ON-SITE EXISTING	TOTAL AREA (AC)	0.99	0.39
	IMPERVIOUS AREA (AC)	0.06	0.01
	PERVIOUS AREA (AC)	0.91	0.28
ON-SITE PROPOSED	TOTAL AREA (AC)	0.14	0.08
	IMPERVIOUS AREA (AC)	0.07	0.04
	PERVIOUS AREA (AC)	0.07	0.04
BUILDING SUMMARY			
PROPOSED	BUILDING FOOTPRINT (SF)	3,369	# OF STORES
		3,369	1
PARKING SUMMARY			
TOTAL PARKING	REQUIRED	PROPOSED	
PROPOSED	12	26	
ACCESSIBLE PARKING	REQUIRED	PROPOSED	
PROPOSED	1	2	
GREENSPACE SUMMARY			
IMPERVIOUS AREA (INCL. BLDG.)	CODE REQUIREMENT	PROPOSED	
	15%	65%	
	35%	35%	
BUILDING AREA	NA	NA	
	NA	NA	
BUILDING SETBACK SUMMARY			
PROPOSED	REQUIRED	PROPOSED	
	FRONT	6'	6'
	SIDE	6'	6'
	REAR	10'	7'

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

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

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

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