

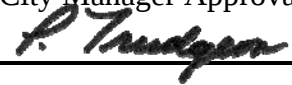
ROSEVILLE
REQUEST FOR COUNCIL ACTION

DATE: 7/22//2013

ITEM NO: 13.c

Department Approval

City Manager Approval



Item Description: Request by Landmark 6 of Roseville, LLC for Approval of a Final Plat of an Un-Addressed Residential Parcel on Millwood Avenue Between Victoria and Chatsworth Streets

1.0 REQUESTED ACTION

Landmark 6 Roseville, LLC proposes to plat a large, vacant residential parcel on Millwood Avenue between Victoria and Chatsworth Streets to accommodate 6 one-family residential lots around a short cul-de-sac street.

Project Review History

- Application submitted: June 14, 2013
- Project report prepared: July 18, 2013
- Review deadline: August 12, 2013
- Anticipated City Council action: July 22, 2013

2.0 SUMMARY OF RECOMMENDATION

Community Development and Public Works Department staff recommend approval of the proposed FINAL PLAT in conjunction with a Public Improvement Contract; see Section 7 of this report for the detailed recommendation.

3.0 SUMMARY OF SUGGESTED ACTION.

Adopt a resolution approving the proposed JOSEPHINE HEIGHTS PLAT and the PUBLIC IMPROVEMENT CONTRACT prepared for the provision of the public infrastructure associated with the plat, pursuant to Title 11 (Subdivisions) of the City Code; see Section 8 of this report for the detailed action.

4.0 BACKGROUND

4.1 The subject property, located in Planning District 4, has a Comprehensive Plan Land Use Designation of Low-Density Residential (LR) and a zoning classification of Low-Density Residential-1 (LDR-1) District. The FINAL PLAT application does not seek to change the zoning classification of the property, and so the lot size and residential density requirements will remain the same for the proposed subdivision as for the surrounding neighborhood.

4.2 When exercising the so-called “quasi-judicial” authority when acting on a PLAT request, the role of the City is to determine the facts associated with a particular request and apply those facts to the legal standards contained in the ordinance and relevant state law. In general, if the facts indicate the applicant meets the relevant legal standard, then they are likely entitled to the approval, although the City is able to add conditions to a plat approval to ensure that the likely impacts to roads, storm sewers, and other public infrastructure on and around the subject property are adequately addressed.

5.0 PUBLIC COMMENT

5.1 At the City Council meeting of May 20, 2013, the Council approved the preliminary plat pursuant to the recommendation of the Planning Commission subject to the condition that the developer providing a plan for screening vehicle headlights from neighbors on the east, west and north sides of the subject parcel; and for screening the east and west property lines. Minutes of the May 20, 2013 City Council meeting are included with this report as Attachment C.

5.2 ON July 17, the Planning Division did receive a letter via email from Mr. Rossbach regarding tree preservation and the storm water management plan (see attachment H).

6.0 FINAL PLAT AND PUBLIC IMPROVEMENT CONTRACT

6.1 Plat proposals are reviewed primarily for the purpose of ensuring that all proposed lots meet the minimum size requirements of the zoning code, that adequate streets and other public infrastructure are in place or identified and constructed, and that storm water is addressed to prevent problems either on nearby property or within the storm water system. As a PLAT of an residential property, the preliminary plat was found to satisfy all zoning and subdivision requirements. Any future development plans will need to comply with all applicable City Code requirements and a Public Improvement Contract as well the requirements of the Rice Creek Watershed District and any other regulating body.

6.2 City Code §1011.04 (Tree Preservation) specifies that a, approved tree preservation plan is a necessary prerequisite for approval of a preliminary plat. The City Planner reviewed and approved the tree preservation plan submitted with the preliminary plat. However, based concerns by residents regarding the number of trees not noted on the plan and the absence of critical root zones of trees on adjacent parcels, the City Planner completed an inspection on June 17, 2013, and required slight modifications to the plan. Attachment E is the revised approved Tree Preservation Plan

6.3 Pursuant to §1103.07 of the City Code and recommendation by the Park and Recreation Commission (April 2, 2013), Josephine Heights is responsible for payment in lieu of land dedication. The 2013 Fee Schedule establishes a park dedication amount of \$3,500 per residential unit; for the four, newly-created residential lots the total park dedication would be \$14,000, to be collected prior to recording an approved plat at Ramsey County.

6.4 In order to serve the lots in the plat, the following public improvements need to be made. The details of such improvements are specified in the Public Improvement Contract, included with this report as Attachment F, and are summarized as follows:

- a. 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 implement turf restoration on the Property which shall include seeding, mulching and erosion control.
1. The Developer shall submit to the City a Grading, Drainage and Soil Erosion Plan for all of the Property acceptable to the City showing the grades and drainage for each lot prior to installation of the improvements.
 2. 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.
 3. All improvements to the lots and the final grading shall comply with the approved Grading, Drainage and Soil Erosion Plan.
- b. Street Improvements.** The Developer shall construct all streets shown on the Plat in accordance with the Public Improvement Construction Plans. Street improvements shall include subgrade preparation, gravel base, bituminous surfacing, and concrete curb and gutters.
1. The Developer shall construct the streets as shown on the Plat, including the connection to Millwood Avenue. The new street shall be constructed ending in a 80 foot diameter cul-de-sac. The new streets shall be 259 feet more or less of 28 foot wide (face to face) bituminous street with type B618 curb and gutter. Parking shall be allowed on one side of the throat of the cul-de-sac, No parking will be allowed in the cul-de-sac. The typical section of pavement for the streets shall be a 7- ton design.
 2. Unusable material within the roadway shall be removed by the Developer.
 3. All subgrade excavation and filling shall be completed by the Developer in accordance with City details, City specifications, MNDOT's specifications, and the approved Grading, Drainage and Erosion Control Plan.
 4. The City reserves the right to test as necessary, at the Developer's expense, all grading work. A test roll of the street subgrade with results satisfactory to the City shall be required prior to acceptance of the subgrade work by the City.
- c. Landscaping Plan.** The Landscaping shown on the Landscaping Plan shall be constructed in accordance with specifications and the City approved Public Improvement Construction Plans.
- d. Watermain construction:** The Developer shall construct all watermain improvements determined by the City to be necessary to serve the Property, including hydrants and individual lot services.
1. All watermain improvements and hydrants shall be constructed in accordance with City details, specifications, and the Public Improvement Construction Plans.

- 106
- 107 **e. Sanitary sewer construction:** The Developer shall construct all sanitary sewer pipes
- 108 determined to be necessary by the City to serve the Property, including individual lot
- 109 services.
- 110 1. All sanitary sewers shall be constructed in accordance with City details,
- 111 specifications, and the City approved Public Improvement Construction Plans.
- 112 **f. Storm sewer construction:** The Developer shall construct all storm sewer
- 113 improvements determined to be necessary by the City to serve the Property, including
- 114 the construction of outlet control structures and flared end sections.
- 115 1. Storm sewer facilities, including ponds and infiltration basins, shall be
- 116 constructed in accordance with City details, specifications, and the City approved
- 117 Public Improvement Construction Plans.
- 118 2. Infiltration basins shall be protected from silt during construction. If these areas
- 119 do not function as designed, the Developer shall reconstruct them as directed by
- 120 the City Engineer.
- 121 **g. Restoration of existing streets:** Curb cuts and street cuts shall be reconstructed to
- 122 match existing street typical section.
- 123 1. All unused curb openings along Millwood Avenue curb line shall be removed and
- 124 replaced with concrete curb and gutter to match existing. Curbs proposed to be
- 125 replaced shall have a minimum of 3 feet of bituminous saw cut out to allow for
- 126 proper compaction.
- 127 2. Utility trenches shall be restored by the Developer per City standards.
- 128 **h. Erosion control.** Prior to the commencement of any grading and before any utility
- 129 construction is commenced or building permits are issued, the erosion control plan
- 130 must be implemented, inspected and approved by the City. The Developer shall meet
- 131 all requirements of the City's Erosion Control Ordinance including but not limited to
- 132 the following.
- 133 1. No construction activity shall be allowed and no building permits shall be issued
- 134 unless the Property is in full compliance with the erosion control requirements.
- 135 2. Measures shall be installed in compliance with MPCA NPDES permit
- 136 requirements.
- 137 3. The City shall inspect the site periodically and determine whether it is necessary
- 138 to take additional measures to address erosion.
- 139 4. To remove dirt and debris from streets that has resulted from construction work
- 140 by the Developer, its agents or assigns, the Developer shall sweep Cleveland and
- 141 Langton Lake Drive on a weekly basis or more frequently as directed by the City
- 142 Engineer until the site is stabilized. The Developer must sweep roadways with a
- 143 water-discharge broom apparatus. Kick-off brooms shall not be utilized for street
- 144 sweeping.

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

151 **7.0 RECOMMENDATION**

152 Based on the comments and findings outlined in Sections 4-6 of this report, Community
153 Development and Public Works Departments find that the proposed FINAL PLAT is
154 consistent with the PRELIMINARY PLAT approval by the City Council and, consequently,
155 recommend that it be approved along with the Public Improvement Contract (to be
156 recorded at Ramsey County before or at the same time as the plat is recorded), subject to
157 the following condition:

- 158 a. The City and Developer's contractor working together to protect the critical root
159 zones of trees 183 and 192, per the Tree Preservation Plan.

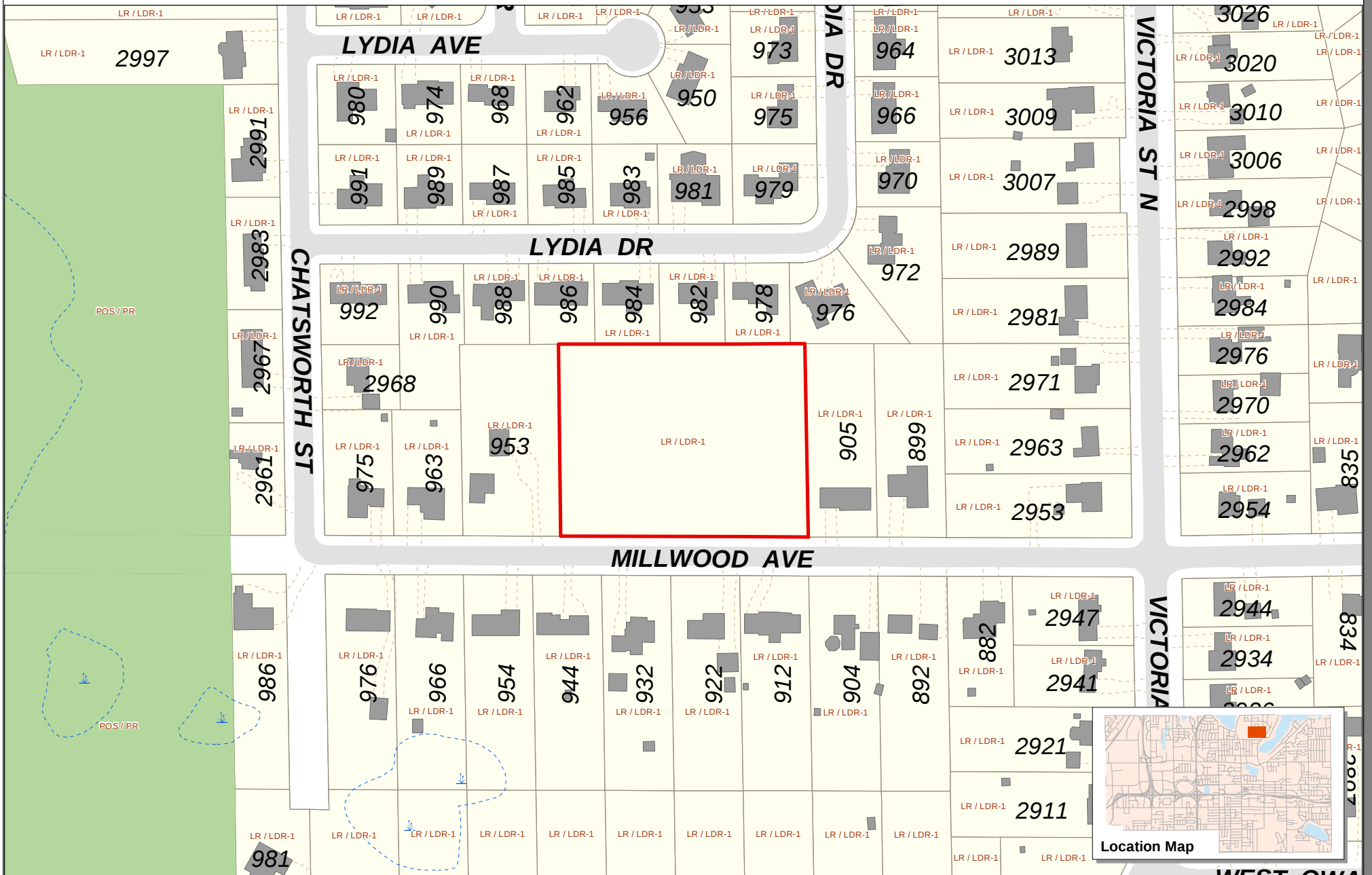
160 **8.0 SUGGESTED ACTION**

161 **Adopt a resolution approving the Josephine Heights Plat and Public Improvement**
162 **Contract** for the large, vacant residential parcel on Millwood Avenue between Victoria
163 and Chatsworth Streets, based on the comments and findings of Sections 4-6 and the
164 recommendation of Section 7 of this staff report.

Prepared by: City Planner Thomas Paschke
651-792-7074 | thomas.paschke@ci.roseville.mn.us

Attachments:	A: Area map	E: Tree preservation plan
	B: Aerial photo	F: Public improvement contract
	C: Extract City Council Minutes	G: Draft resolution
	D: Final plat	H: Rossbach letter

Attachment A for Planning File 13-005



Prepared by:
Community Development Department
Printed: April 16, 2013



Site Location

Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (4/2/2013)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7085. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

0 100 200 Feet



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Attachment B for Planning File 13-005



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EXTRACT OF THE MAY 20, 2013 ROSEVILLE CITY COUNCIL MEETING

13. Business Items (Action Items)

a. Approve Preliminary Plat of an Un-Addressed Residential parcel on Millwood Avenue between Victoria and Chatsworth Streets

City Planner Thomas Paschke displayed a map of the project parcel, and briefly summarized the request for preliminary plat approval as detailed in the RCA dated May 20, 2013.

At the request of Councilmember Willmus, Mr. Paschke advised that Outlots were not construed as corner lots, and that development couldn't occur on them. Mr. Paschke advised that they were specifically created for storm water purposes and restricted anything on them; and took the place of a public drainage and utility easement. Mr. Paschke advised that staff would work with the City Attorney on the legalities of the Outlots and their recommended creation.

Councilmember Willmus expressed concern, if the determination was made that they were not buildable, that the City may create a double standard regarding the use of Outlots.

Mr. Paschke confirmed that their use would be restricted, and would not create a double-standard; as a home and storm water management could co-exist on the Outlots.

For tax purposes, Councilmember Willmus questioned how the parcels were handles; with Mr. Paschke deferring to the developer; anticipating that they intended to create an association to maintain the Outlots; separate from Lots 1 and 6 for tax purposes.

As a follow-up to Councilmember Willmus' question, Mayor Roe observed that, since corner lots needed to be a minimum of 100', if the Outlots were included in Lots 1 and 6, their size would exceed that requirement, and then an easement could be available.

At the request of Councilmember McGehee as to why there had been no meeting between the developer and neighbors, Mr. Paschke advised that such a meeting was not a requirement of existing City Code for this type for Preliminary Plat approval. Mr. Paschke advised that City Code only proscribed such a meeting for Conditional Uses, Rezoning, Interim Uses, and Comprehensive Plan Amendments; but that Minor Subdivisions, Subdivisions, and Variance applications did not have such a requirement.

Councilmember McGehee advised that neither she nor staff had been able to locate the 1997 hydrology study document referenced in written comments received from Mr. and Mrs. McElroy.

Mr. Paschke advised that staff had further researched that document this afternoon, and still could not locate any such document.

Since the neighbors had raised concerns on drainage in the neighborhood and specific to this proposed development, Councilmember McGehee opined that it was an important issue, and referenced the May 1 letter from David L. Morrill, P.E. included with the McElroy written comments raising issues suggesting that the drainage as proposed was substandard. Councilmember McGehee expressed her dismay that the developer had not

made himself available to talk with the neighbors; and suggested that, if an open house was not required by code for a project like this, it may need to be considered in the future.

At the request of Mayor Roe, Public Works Director Duane Schwartz, provided staff's response to the May 1, 2013 letter as referenced. Mr. Schwartz advised that, as part of the drainage review for the project, staff had not specifically looked through every item in detail at this point, but had been reviewing the plat and proposed drainage in accordance with City Code requirements and those of the Rice Creek Watershed District. Mr. Schwartz assured the City Council and the public that the project would meet the standard requirements for both of those agencies.

At the request of Mayor Roe on behalf of Councilmember McGehee, Mr. Schwartz advised that the hydrology study referenced from 1997 had not been found by staff, even when locating the old planning file on Microfiche records when a plan had been submitted, but never pursued for a 12-unit townhome complex, that had been found to be inconsistent with Comprehensive Plan at that time. Had that project proceeded at that time, Mr. Schwartz advised that additional review or hydrologic studies may have been required.

At the request of Councilmember McGehee, Mr. Schwartz advised that, to his knowledge, no hydrologic studies had been done on this parcel; but that soil borings had been required, with results still pending from the developer to staff. Mr. Schwartz advised that staff had soil boring data on file for Millwood Avenue adjacent to the development

Councilmember McGehee referenced tree preservation issues also raised from the neighbors, opining that additional information was needed on that.

Mr. Paschke advised that the City had a Tree Preservation Policy in place and that the project would need to meet those requirements.

At the request of Councilmember McGehee regarding whether or not the issues and questions received from neighbors had been addressed by staff, Mr. Paschke responded that they had not.

Nathan Fair, Hanson Builders, 13432 Hanson Blvd., Andover, MN, Applicant Representative with Landmark 6 of Roseville, LLC and Hanson Builders

Mr. Fair advised that they were still working with staff on a variety of issues for this Preliminary Plat, including working through the Tree Preservation Plan prepared for the project, and continuing to work on engineering aspects needed to accomplish City Ordinance and Watershed requirements for a drainage plan.

As a result of concerns expressed by neighbors at the Planning Commission's Public Hearing, Mr. Fair advised that their engineers were working with the City's engineering staff to add an additional pipe for water coming onto their property, but noted that those revisions were still pending. Mr. Fair expressed his firm's excitement in coming to Roseville with a project; and offered their willingness to meet with the neighborhood, even though this was a fairly small infill project of six lots, they hadn't felt it was necessary to hold an informational meeting. Mr. Fair clarified that he had met with some of the neighbors during the course of performing soil borings.

Councilmember Willmus sought additional information and a response from the developer on the proposed grade levels and fill questions raised by the public, as well as screening of vehicle headlights north of the proposed development. Councilmember Willmus also sought clarification of the actual grade, where it was proposed to be raised, home designs and floor plans.

Mr. Fair advised that the proposal was to raise the cul-de-sac for the purpose of creating lookout home designs, and matching grades with existing property lines. Mr. Fair clarified that there was no intent to haul extra fill onto the site, but simply raising the cul-de-sac grade to accommodate lookout home designs within this site approximately 2,000 feet long.

At the request of Mayor Roe, Mr. Fair explained lookout design of 4' versus typical walkout designs of 8', providing a window well at lookout level.

Further discussion ensued regarding the grading plan and its review, including the height at the center of the cul-de-sac at 921' and the property due north at 923' indicating the approximately raise; accommodation by the developer for including a swale within their property for a 6" deep swale near the property line on the east/west sides; and confirmation that the developer intended to clear cut the existing trees to accommodate that swale, allowable within the parameters of City Ordinance with elimination and/or replacement proscribed accordingly.

Councilmember McGehee opined that clear cutting hardly helped wildlife issues and/or screening of vehicle headlights for adjacent properties.

Mr. Fair advised that with proposed cul-de-sac grades beginning at 921' and climbing to the north, and without knowing the basement floor height of existing homes on the north, they would be willing to plant on the easement area, if allowed to do so by the City; and would bring in considerable trees to address screening concerns and in accordance with City Code parameters.

At the request of Councilmember McGehee, Mr. Fair estimated the sale price of the homes from \$650,000 - \$750,000; and clarified that Landmark Development, a corporation owned by him and Mr. Hanson, would build the homes and sell them back to Mr. Hanson.

Public Comment

*Additional written comment was received from Greg & Jody McElroy, 905 Millwood Avenue (1 dated May 1 and another dated May 16, 2013); Rod Petras, 982 Lydia Drive; and Paul & Debra Rossbach, 953 Millwood Avenue; included as bench handouts, **attached hereto and made a part hereof.***

Mayor Roe noted that the City Council had received the meeting minutes of the Planning Commission and public comments of that Public Hearing, as well as written communications received to-date, either as part of the agenda packet or distributed as a bench handout tonight as noted. Mayor Roe reviewed protocol for public comment, and invited speakers to come forward at this time; reminding everyone that this was a Preliminary Plat application covering basic decision-making for lot conformity and other technical requirements; with subsequent approval required for Final Plat by the City

Council after it was found to meet all City Code requirements and those of the Rice Creek Watershed District.

Jody McElroy, 905 Millwood Avenue

As a resident at this address for sixteen years, Ms. McElroy addressed the sudden stress they had experienced with this proposed development, only brought to their attention on April 25, 2013. While always understanding that the parcel would probably be developed, Ms. McElroy opined that this had come up too fast, and was too huge to fit in with the existing neighborhood aesthetics. With the rains over the last few days, Ms. McElroy opined that the drainage issues should be self-evident, and support their concerns. As practically life-long Roseville residents who've been part of the community long-term, Ms. McElroy opined that they wanted the neighborhood to stay as it is; and while there may be other projects that would work on the parcel, further opined that six new homes simply didn't fit in. Ms. McElroy opined that it was important for the project to slow down, and for the City to listen to the neighbors and make sure the benefits outweighed the risks. While the City's Tree Preservation Policy may apply to the lots, Ms. McElroy opined that it didn't address adjacent residents and protection for existing trees on their lots. Ms. McElroy advised that for residents on the bluff on Lydia Avenue, and for themselves with two huge, Cottonwood trees, it was critical that their root structure needs would be addressed, and that the wooded part of their lot avoid any unnecessary risks from this project, should it move forward.

Paul Rossbach, 953 Millwood

Mr. Rossbach questioned who would own the proposed on-site ponding, and who would maintain it; and whether it would be owned by an association, the City with taxpayers paying for that maintenance, or the Watershed District. While he would personally gain three new neighbors, he questioned if trees would be planted so a woods could be seen again; and opined that this would not be possible if the parcel was clear cut; with only one tree being saved on the entire property from his research. Mr. Rossbach questioned if the City's Forester had walked the parcel and signed off on the project. Mr. Rossbach opined that it seemed that everyone wanted to move forward with the project before the questions had been asked or answered; and further opined that if this project was approved, a lot of stipulations needed to be addressed, and that adjoining property owners should get something back. Mr. Rossbach opined that the developer was doing the project for profit, and if the conditions or stipulations weren't put in writing, they would not occur and only be good intentions that were not enforceable and wouldn't necessarily happen. Mr. Rossbach opined that there should be 6-8 trees for every lot along his property line; and while recognizing that there were a lot of scrub trees on the parcel, they were still trees, and the Forester needed to make sure the tree survey was accurate.

Derek Larson, 922 Millwood

Mr. Larson addressed the referenced 1997 hydrological study, clarifying that former City Councilmember Dean Maschka had attended meetings regarding the proposal at that time, and a hydrologist from the U of MN had spoken to the neighborhood during that time. Mr. Larson opined that, with modern technology, the data should be easily attainable to determine how much water travels in the clay pipes for each portion and to

determine how much runoff would end up on their properties. Mr. Larson opined that there would definitely be a problem, whether addressed now or in the future, and expressed his wish that the project could be delayed until those numbers were available.

Steve Hasse, 932 Millwood

Mr. Hasse recognized a lot of discussion had been held about headlights directed at the properties on the north side, but not a lot about similar impacts to those properties on the south. Mr. Hasse advised that he had no interest in seeing them in his front windows; and based on his perspective of neighborhood aesthetics, he had no interest in facing the backyards of some of the lots; opining that they should be single-family homes facing the street, a more suitable aesthetic to their existing neighborhood. Regarding drainage, Mr. Hasse advised that he couldn't even walk in his backyard tonight after several days of rain; and expressed hope that the drainage issues were being seriously considered. Mr. Hasse noted that some soil borings had been done in the past, with significant water hit at about 3 feet. Mr. Hasse also questioned what constituted soil boring and how it was done; opining that it should be significant soil borings, not just a shovel.

Follow-up to Public Comment/Further City Council Discussion

Regarding trees, Mayor Roe asked that staff address impacts of development to trees on adjacent lots, and what the City's practice was to enforce those impacts for construction projects.

Mr. Paschke advised that, with this type of project, the situation was reviewed and a determination made whether protective fencing was required, all under the administration of the City's Tree Preservation Ordinance in order to protect adjacent trees.

At the request of Mayor Roe, Mr. Paschke advised that this policy had been in place during the development of the Josephine Woods project, with a review several times during the process, and especially during construction of the model homes, with him personally walking the site with three members of the development team, with trees marked as part of their plan and verified in the field as to where actual fencing would go. Mr. Paschke advised that such interaction and final approval of the tree preservation plan, with field modifications, would also take place with this development as with any development. Mayor Roe confirmed that staff made efforts to look at adjacent sites, not just the project site itself.

At the request of Councilmember Laliberte, Mr. Paschke advised that he had not performed the field review before Preliminary Plat approval for the Josephine Woods project, and had not done so with this project to-date. Mr. Paschke noted that this was second version of the Preliminary Plat coming forward as revised further. Mr. Paschke advised that, the intent of the Preliminary Plat was for approval of the basic plan, with subsequent approvals addressed as part of building permit submittal and sign off; with his personal inspection on site to address whether things were being accomplished in accordance with the approved plan.

Councilmember Willmus questioned, as part of this Preliminary Plat approval process, if the City could mandate tree planting by the developer.

Mr. Paschke responded that, for screening and similar reasons, he was not aware that the City couldn't condition approval on those types of things; and as discussed at the Planning Commission, and as the development continued to move forward, those conditions could be addressed on the parent parcel, and possibly for the adjacent properties.

At the request of Mayor Roe, Mr. Paschke advised that the Final Tree Preservation would be part of the Final Plat approval, and didn't require City Council approval, as per current City Code; with the Community Development Department, as past practice, reviewing and approving numerous tree preservation plans city-wide, whether in industrial, commercial or residential areas. Mr. Paschke clarified that there was nothing in existing Code that limited their removal of trees, simply requirements that they replace those trees removed based on certain requirements at a certain caliper diameter, and in cases such as this, where trees were necessarily removed as part of their grading plan.

At the request of Mayor Roe, Mr. Paschke advised that an additional condition of Preliminary Plat approval could be a separate plan for more screening from adjacent properties.

Councilmember Willmus, with concurrence by Mayor Roe, opined that the Preliminary Plat was the time to add additional conditions.

Councilmember McGehee advised that, in her review at Josephine Woods this spring, she had observed several mature trees that had exposed roots or root damage, with many of those mature Oak trees not showing immediate evidence of damage. Councilmember McGehee advised that she would be reviewing the results of the existing tree preservation ordinance; and agreed with residents adjacent to this proposed project and their concerns about preserving mature trees on their lots. Councilmember McGehee opined that tree preservation was and should be an aesthetic consideration throughout the community, and should not simply be replacing a 60 inch bulk of 7-8 trees with 60 of 1 inch diameter.

At the request of Councilmember McGehee, Mr. Paschke advised that, yes, he would be willing to walk the site with area residents, as long as he understood the purpose in doing so. Councilmember McGehee opined that the purpose would be to hear resident thoughts about those things that had been and continue to be their immediate environment and that of the whole community as valuable and significant. Mr. Paschke referred to the City's existing tree preservation ordinance allowing him to protect those adjacent properties as much as possible from the development site.

Mr. Paschke advised that, going into the Josephine Woods project, there were trees that were known to be at risk; and further advised that staff and the developer intended to follow-up on those at-risk trees, in accordance with the developer's tree preservation plan if they died.

Regarding involvement of the City Forester to review and approve the tree preservation plan, Mr. Paschke advised that those services had not been utilized to-date for determining which trees should be removed or those that shouldn't be removed.

Mayor Roe suggested that a future consideration for revising the City Tree Preservation Policy, at a later date, may be a requirement to have that expertise available, and for consideration of the benefits of such expertise.

At the request of Mayor Roe, Mr. Fair responded to questions about storm water area ownership and maintenance. Mr. Fair advised that ongoing maintenance of landscaping and Outlots A and B would be based on a maintenance agreement negotiated between the City and the developer. Mr. Fair advised that, regarding Lot 6, the City of Roseville's staff had asked the developer to create the Outlots versus a stormwater easement across those lots.

At the request of Mayor Roe, Mr. Schwartz confirmed that, as part of a development agreement, maintenance of the storm water ponds would be addressed by the City at a later date; and costs of pond maintenance, as with a number of existing storm water ponds throughout and being maintained by the City, would be paid through the storm water fees paid by all Roseville residents.

At the request of Councilmember Laliberte, Mr. Fair advised that the soil boring data from eight borings was currently being processed by their civil engineering contractor, and would be provided to City staff upon its completion.

Regarding the potential for storm water running off this property onto neighboring properties, Mayor Roe noted that requirements of the City and the Watershed District did not allow new developments to have any additional runoff onto adjacent properties, and final approvals for any project would need to meet those requirements and demonstrate they do so; with both the City and Watershed following up on those issues, ensuring that there would be no drainage off-site.

Councilmember Willmus requested additional information from the developer on curb appeal and aesthetics, especially for those properties on the south and their concerns with facing the garage side of the proposed homes.

Mr. Fair, as the developer, advised of their intent to landscape Outlots A and B to hide the homes, and noted the proposed location of the garages to the left or right as detailed in the Preliminary Utility Plans (sheet 2 of Attachment C) showing the house pads and existing residents seeing the sides of the homes. Mr. Fair advised that the intent was to utilize as much side yard as possible for prospective homeowners, by trying to create Outlot A and B as an amenity and transition from the new neighborhood into the old neighborhood, with significant landscaping planned.

In addressing headlights, Mayor Roe noted that anytime a new street abutted an existing street, the potential existed, but advised that there was not always a resolution that the City could require; confirmed by Mr. Paschke that nothing was provided in City Zoning ordinance that would address that issue.

At the request of Councilmember Willmus, Mr. Schwartz advised that plantings in drainage easements were typically not allowed; however, there had been some past practice on a case by case basis depending on the actual site, for the City to work with a developer on a planting plan. Mr. Schwartz noted that the Outlots would provide infiltration-type drainage basins, and any plantings would be preferred within those basins.

In addressing Councilmember Willmus' concerns for screening headlights for homes north and south, Mr. Schwartz advised that each individual basis could be looked at; however, he noted that the concern would be that drainage not be blocked; and again

would require review on a case by case basis. In response to Mayor Roe related to swales on easements or lots themselves, on the north and east sides specifically, Mr. Schwartz advised that the drainage plan would indicated some plantings would be on the swales and some not; and while the swales had been required by the City, they may be wider than the drainage easement itself

Discussion ensued regarding plantings for screening purposes in the City right-of-way without interrupting drainage patterns (south side of Millwood), while allowing for 10' of snow storage behind the curb.

At the request of Mayor Roe as to whether, as part of approving the Preliminary Plat, and conditions applied, screening could be required on the boulevard on the south side of the street, and therefore attached to Plat approval or if that would be outside the actual Plat itself.

City Attorney Mark Gaughan advised that he could not give a definitive answer without further research; however, he opined that it didn't sit right with him since it was not part of the plat itself, but would need to look into that further.

Councilmember McGehee referenced a previous plan submitted by Councilmember Willmus' family for a development off Hamline Avenue; providing for a road parallel and dropping into longer lots. Since the Outlot in this case is so large, Councilmember McGehee questioned if it would allow a separate entrance with a fork and planting in the middle, therefore reducing vehicle headlight concerns at the front of homes and directing them between homes. At the clarification by Councilmember Willmus of her intent for a right in/right out design, Councilmember McGehee confirmed that intent; and her desire for additional understanding on what was available for screening all the way around the swales for abutting property owners.

Mr. Schwartz advised that it would be difficult to address screening if it took place outside the drainage easement on private property, or whether something would be acceptable within the location of the swale or at the edge of an easement. Mr. Schwartz advised that staff could work with the developer for those specific considerations. Regarding Councilmember McGehee's suggestion for a right in/right out design, Mr. Schwartz responded that it would negatively direct all traffic through other neighborhoods, creating more concerns, in addition to being difficult to plow. Mr. Schwartz advised that it could be a possibility for the developer to consider; however, he was hesitant to comment about its possibility without further review of how possible it would actually be.

At the request of Mayor Roe, Mr. Schwartz confirmed the existing and anticipated vehicles per day (60), noting that it also entered into the equation as to whether it actually became an issue or not, and allowed things to be kept in better perspective.

Regarding Councilmember McGehee's suggestion for a right in/right out, Councilmember Willmus noted that it might be more aesthetically appealing, but was unsure that it would actually solve anything other than to simply spread the headlight problem further.

Councilmember McGehee advised that she had realized that, after consultation with Councilmember Laliberte.

Mayor Roe referenced concerns raised with other recent developments (e.g. Chatsworth and Parker Streets), and questioned if those had actually become an issue or if there had been any additional concerns raised by residents after practical application and development.

Mr. Paschke advised that he was not aware of any concerns post-development; and cited another example on Iona and Dale Streets, where similar concerns had been raised.

Councilmember Willmus questioned whether the developer would be willing to forego taking further action, and consent to a waiver of the 60-day deadline to address some of these optional scenarios and work with neighbors on their resolution for all parties. Councilmember Willmus stated that it was not his intent to kill the development, but simply allow the neighborhood more time to look at mitigation efforts by the developer. Councilmember Willmus advised that his primary concern was with screening for headlights; since he was confident that the runoff concerns would be addressed. However, Councilmember Willmus stated that he would like the neighbors to have an opportunity to meet with the developer and work through the various issues.

Mayor Roe suggested that could be an option, or put conditions on the Preliminary Plat tonight. At the request of Mayor Roe as to his intended extension time, Councilmember Willmus suggested a 30-day extension; however, he opined that everything could be accomplished within two weeks.

Mr. Fair respectfully asked that the City Council vote on the Preliminary Plat tonight, and condition it accordingly. Mr. Fair stated that they wanted to be good neighbors, and offered to go on record that he would abide by City Council recommendations on the number of trees they wanted planted, and further expressed their willingness to plant the property lines with large Pine trees, but would need to plant some on the adjacent properties due to existing drainage concerns, and their development's need for to maintain the swale and avoid flooding. If the residents were willing to work with him by allowing them access to their properties by 10-15', Mr. Fair advised that everyone could benefit by the screening solutions and alleviate any concerns.

Councilmember McGehee expressed her preference that Mr. Fair meets with the neighbors; opining that maybe they didn't want Pine trees, and if he was willing to negotiate with them and return with an agreement within two weeks, the situation could be avoided. Councilmember McGehee stated that she had no problem with the development itself as long as the headlight issues could be addressed on the cul-de-sac and corners; however, she was hesitant to approve the Plat without such a meeting with the neighbors.

From his perspective, Mayor Roe suggested applying conditions to the Preliminary Plat approval tonight, with assurances that the conditions had been met prior to Final Plat approval.

Further discussion on where the screening should be (east/west and north sides); if and how the tree preservation and review by the City Forest could be addressed that would allow neighboring property owners to approve a tree preservation plan on an adjacent private parcel.

Councilmember McGehee opined that the City's existing Tree Preservation Policy was not worth the paper it was written on.

City Attorney Gaughan questioned if it was appropriate to condition this Preliminary Plat approval on the neighborhood signing off as a way to revise portions of the City's existing Tree Preservation Ordinance.

Councilmember Laliberte suggested that it not be made a condition of the Plat, but ask the City's Forester to coordinate a time to walk the property with neighbors to get input.

Mayor Roe opined that it made sense to involve the City's Forester.

However, Mr. Trudgeon reminded Councilmembers that the City Forester was an employee of the City's Parks & Recreation Department, and only worked part-time; and if this was a condition for Preliminary Plat approval, it would need to be coordinated with the Parks & Recreation Department to determine if it was possible based on the limited time and resources of the City Forester at this point.

Councilmember Laliberte noted a recent appointee with a forestry background to the Parks & Recreation Commission; with Mayor Roe responding that a volunteer couldn't be required to take time or offer a formal opinion as part of Preliminary Plat approval.

Councilmember McGehee expressed her concern in applying conditions to a Preliminary Plat on the fly; and concurred with the suggestion of Councilmember Laliberte.

As done in the past, Mayor Roe suggested that the basics for conditions be outlined at this time, and approved at a subsequent time. However, Mayor Roe realized he was addressing findings of fact used for denial of applications, as confirmed by City Attorney Gaughan.

Councilmember Willmus spoke in support of language for a condition as outlined by Mayor Roe, for a plan to be developed for screening of vehicle headlights on the roadway from neighbors and property lines.

Laliberte moved, Willmus seconded, approval of the proposed Josephine Heights PRELIMINARY PLAT, based on comments and findings of Section 4-6, and recommendation of Section 7 of the RCA dated May 20, 2013; ***amended to include an additional condition as follows:***

The developer will provide a plan for screening vehicle headlights from neighbors on the east, west and north sides of the subject parcel; and for screening the east and west property lines.

Councilmember Willmus encouraged the developer to work with the neighbors on screening, opining that this was an issue that would become more prevalent in the future throughout Roseville. Councilmember Willmus expressed his appreciation that the developer had met the standard lot size requirements for this infill proposal; and appreciated the ongoing work of the developer with staff on drainage issues.

Councilmember Willmus advised that he had the opportunity yesterday afternoon, with the mini-monsoon, to observe the area and runoff, and opined that there was work needed by the City on the south side of Millwood, and from those properties at a certain point draining to the north of the catch basin located in the proximity of 922 Millwood that

needed a curb cut to get water being the curb line. Councilmember Willmus further opined that the City needed to re-evaluate the level of neighborhood input and developer meetings required, which were not currently available for this case. However, overall, Councilmember Willmus spoke in support of the motion as conditioned.

Councilmember Laliberte expressed her appreciation to the Planning Commission for holding the Public Hearing at which a bulk of this material was covered as evidenced by their meeting minutes included in the agenda packet materials.

Councilmember McGehee spoke in opposition to the motion, referencing the comments of Councilmember Willmus, and her preference that the neighborhood be given credibility and involvement in advance of Preliminary Plat approval, and expressing her disappointment that the developer was not interested in extending the approval period.

Mayor Roe opined that it made sense to look at neighborhood meetings as part of the approval process for this type of application, and would prove a good topic for the June 3, 2013 meeting, along with the other land use issues scheduled.

Councilmember McGehee opined that the Tree Preservation Ordinance also needed further discussion.

In response to Councilmember McGehee's comments, Councilmember Willmus opined that, if the City Council voted against this Preliminary Plat, the developer would be back without conditions, as there was nothing in the City's existing code to stop it at this point, which served to enter into his decision-making. Going forward, Councilmember Willmus, concurred there were tools to consider for future applications, but reiterated that if he took a similar position to that of Councilmember McGehee, the neighbors would still be looking at this development without protective conditions.

Mayor Roe stated that the City Council had to consider applications before it under code currently in place; and noted similar concerns raised during past subdivision applications, opining that this was not new ground being covered with this approval; however, it raised issues that needed further review as part of the approval process.

Roll Call

Ayes: Willmus; Laliberte; and Roe.

Nays: McGehee.

Motion Carried.

At the request of Mayor Roe, City Attorney Gaughan confirmed that a super majority vote was not required for this approval.

Mayor Roe expressed the City Council's appreciation of the neighbors' attendance and comments; and further expressed appreciation for their feedback.

JOSEPHINE HEIGHTS

KNOW ALL MEN BY THESE PRESENTS: That Landmark 6 of Roseville, LLC, a Minnesota limited liability company, fee owner, of the following described property situated in the City of Roseville, County of Ramsey, S tate of Minnesota:

The West one-third of Lot 23, Saint Paul Park except the North 400 feet thereof. That part of Lot 24, Saint Paul Park, lying East of the West 44 feet except the North 400 feet.

Has caused the same to be surveyed and platted as JOSEPHINE HEIGHTS and does hereby donate and dedicate to the public for public use forever the public ways and the easements for drainage and utility purposes as shown on this plat.

In witness whereof said Landmark 6 of Roseville, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, _____.

Signed: Landmark 6 of Roseville, LLC, a Minnesota limited liability company.

_____, Chief Manager
Nathan Fair

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, Chief Manager, of Landmark 6 of Roseville, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, Hennepin County, Minnesota

Printed Name _____

My Commission Expires: _____

I, David B. Pemberton, Professional Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey, that all mathematical data and labels are correctly designated on this plat; that all monuments indicated on this plat will be correctly set within one year; that all water boundaries and wet lands as defined in Minnesota Statutes, Section 505.01, Subd.3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, _____.

David B. Pemberton, Professional Land Surveyor
Minnesota License No. 40344

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by David B. Pemberton, Professional Land Surveyor, Minnesota License No. 40344.

Notary Public, Hennepin County, Minnesota

Printed Name _____

My Commission Expires: _____

CITY OF ROSEVILLE, MINNESOTA

We do hereby certify that on the _____ day of _____, _____, the City Council of the City of Roseville, Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03 Subd, 2, have been fulfilled.

_____, Mayor

Clerk

DEPARTMENT OF PROPERTY RECORDS AND REVENUE

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered on this _____ day of _____, _____.

_____, Director

By _____, Deputy

Department of Property Records and Revenue

COUNTY SURVEYOR

I hereby certify that this plat complies with the requirements of Minnesota Statutes, Section 505.021, and is approved pursuant to Minnesota Statutes, Section 383A.42, this _____ day of _____, _____.

Michael D. Fiebiger, Professional Land Surveyor
Ramsey County Surveyor

COUNTY RECORDER, County of Ramsey, State of Minnesota

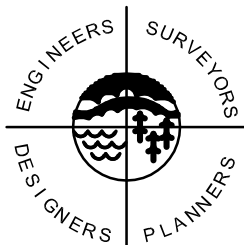
I hereby certify that this plat of JOSEPHINE HEIGHTS was filed in the office of the County Recorder for public record this _____ day of _____, _____, at _____ o'clock __M. and was duly filed in Book _____ of Plats, Pages _____ and _____, as Document Number _____.

_____, Deputy County Recorder

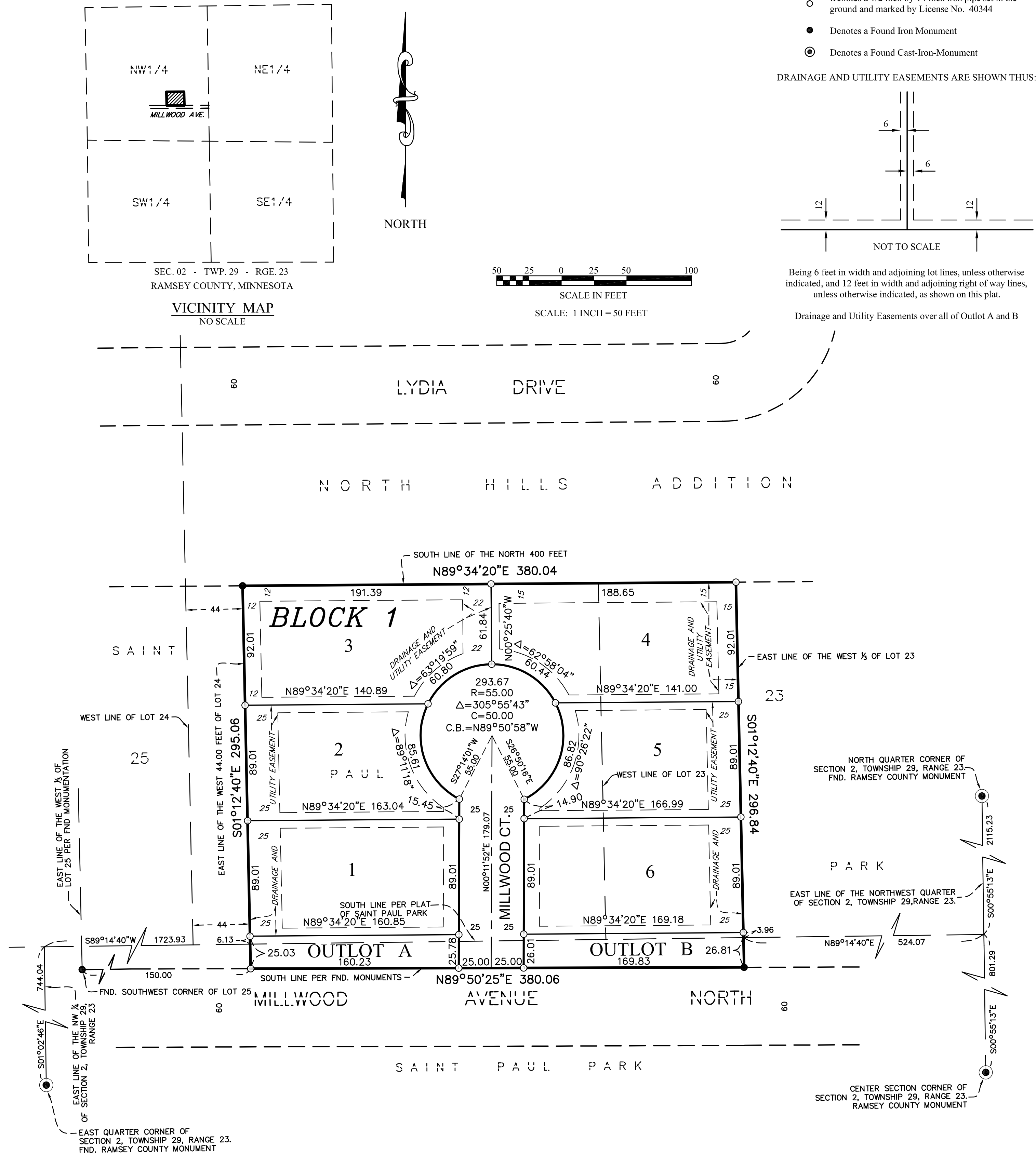
REGISTRAR OF TITLES County of Ramsey, State of Minnesota

I hereby certify that this plat of JOSEPHINE HEIGHTS was filed in the office of the Registrar of Titles for public record on this _____ day of _____, _____, at _____ o'clock ____M. and was duly filed in Book _____ of Plats, Pages _____ and _____, as Document Number _____.

_____, Deputy Registrar of Titles



SATHRE-BERGQUIST, INC.

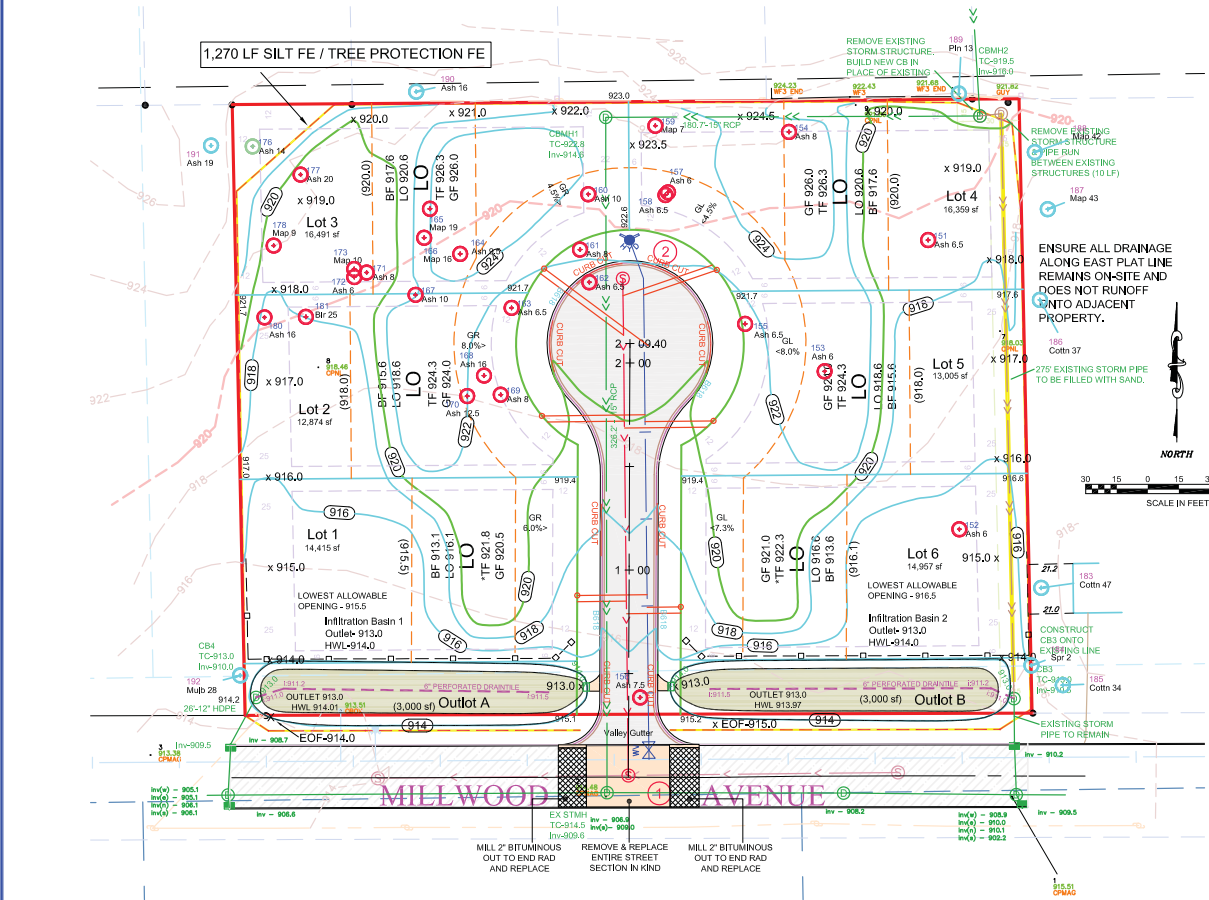


Tree #	Tree Species	DBH	Condition	Stems	Saved	Removed
151	Ash, green	6.5	Good	1		6.5
152	Ash, green	6.0	Good	1		6.0
153	Ash, green	6.0	Good	1		6.0
154	Ash, green	8.0	Good	1		8.0
155	Ash, green	6.5	Good	1		6.5
156	Ash, green	7.5	Good	1		7.5
157	Ash, green	6.0	Good	1		6.0
158	Ash, green	6.5	Good	1		6.5
159	Maple, silver	7.0	Good	1		7.0
160	Ash, green	10.0	Fair	2		10.0
161	Ash, green	8.0	Good	1		8.0
162	Ash, green	6.5	Good	1		6.5
163	Ash, green	6.5	Good	1		6.5
164	Ash, green	9.5	Good	1		9.5
165	Maple, sugar	19.0	Fair	1		19.0
166	Maple, silver	16.0	Fair	1		16.0
167	Ash, green	10.0	Good	1		10.0
168	Ash, green	16.0	Good	1		16.0
169	Ash, green	8.0	Fair	1		8.0
170	Ash, green	12.5	Good	1		12.5
171	Ash, green	8.0	Good	1		8.0
172	Ash, green	6.0	Fair	1		6.0
173	Maple, amur	10.0	Fair	2		10.0
176	Ash, green	14.0	Fair	2	14.0	
177	Ash, green	20.0	Good	1		20.0
178	Maple, amur	9.0	Fair	1		9.0
180	Ash, green	16.0	Good	1		16.0
181	Birch, paper	25.0	Good	2		25.0
=====					=====	=====
		290.0			14.0	276.0

Total Caliper Inches 290.0
Removed Caliper Inches 276.0
Percent Removed 95.2%

Off-Site Trees

Tree#	Tree Species	DBH	Condition	Stems	Poss. Root Impact
183	Cottonwood	47.0	Fair	1	<30%
184	Spruce, blue	2.0	Good	1	<10%
185	Cottonwood	34.0	Good	1	<15%
186	Cottonwood	37.0	Good	1	<20%
187	Maple, silver	43.0	Fair	1	<20%
188	Maple, silver	42.0	Fair	7	<15%
189	Pine, Austrian	13.0	Fair	1	<10%
190	Ash, green	16.0	Good	1	<20%
191	Ash, green	19.0	Good	1	<10%
192	Mulberry	28.0	Fair	7	35-40%



**PUBLIC IMPROVEMENT CONTRACT
JOSEPHINE HEIGHTS**

- I. **Parties.** This Agreement, dated _____, 2013, 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 Landmark 6 of Roseville, LLC, a Minnesota limited liability company whose address is 13432 Hanson Blvd. NW, Andover, MN 55304 (collectively the “**Developer**”).
- II. **Request for Plat approval.** The Developer has asked the City to approve a plat of land to be known as “*Josephine Heights*” (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:** The Plat consists of 6 single-family lots. The Property is to be improved with the following: a cul-de-sac and curbing; bioretention ponds; sanitary sewer lines, water main lines and hydrants, and storm sewer lines with structures.
- 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 implement turf restoration on the Property which shall include seeding, mulching and erosion control.
 - a) The Developer shall submit to the City a Grading, Drainage and Soil Erosion Plan for all of the Property 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, Drainage and Soil Erosion Plan.
2. Street Improvements. The Developer shall construct all streets shown on the Plat in accordance with the Public Improvement Construction Plans. Street improvements shall include subgrade preparation, gravel base, bituminous surfacing, and concrete curb and gutters.
- a) The Developer shall construct the streets as shown on the Plat, including the connection to Millwood Avenue. The new street shall be constructed ending in a 80 foot diameter cul-de-sac. The new streets shall be 259 feet more or less of 28 foot wide (face to face) bituminous street with type B618 curb and gutter. Parking shall be allowed on one side of the throat of the cul-de-sac, No parking will be allowed in the cul-de-sac. The typical section of pavement for the streets shall be a 7- ton design.
- b) Unusable material within the roadway shall be removed by the Developer.
- c) All subgrade excavation and filling shall be completed by the Developer in accordance with City details, City specifications, MNDOT's specifications, and the approved Grading, Drainage and Erosion Control Plan.
- d) The City reserves the right to test as necessary, at the Developer's expense, all grading work. A test roll of the street subgrade with results satisfactory to the City shall be required prior to acceptance of the subgrade work by the City.
3. Landscaping Plan. The Landscaping shown on the Landscaping Plan shall be constructed in accordance with specifications and the City approved Public Improvement Construction Plans.
4. Watermain construction: The Developer shall construct all watermain improvements determined by the City to be necessary to serve the Property, including hydrants and individual lot services.
- a) All watermain improvements and hydrants shall be constructed in accordance with City details, specifications, and the Public Improvement Construction Plans.
5. Sanitary sewer construction: The Developer shall construct all sanitary sewer pipes determined to be necessary by the City to serve the Property, including individual lot services.
- a) All sanitary sewers shall be constructed in accordance with City details, specifications, and the City approved Public Improvement Construction Plans.
6. 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) Infiltration 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.
7. Restoration of existing streets: Curb cuts and street cuts shall be reconstructed to match existing street typical section.
- a) All unused curb openings along Millwood Avenue curb line shall be removed and replaced with concrete curb and gutter 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 standards.
8. 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 Cleveland and Langton Lake Drive 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. **Development Plans.** The Property shall be developed in accordance with the following plans, specifications and other documents ("Plans"). With the exception of the Plat, the 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 Plans have been submitted to and approved by the City. The 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 Plans vary from the written terms of this Agreement, the written terms shall control. The Plans (which are sometimes referred to herein as the "Public Improvement Construction Plans") are as follows:
- a) Plat
- b) Utility Plan
- c) Grading, Drainage and Erosion Control Plan

- d) Grading Notes and Details
- e) Street, Sanitary Sewer and Watermain Details
- f) Tree Preservation Plan
- g) Sanitary Sewer, Watermain, Storm Sewer and Street Plan
- h) Landscaping Plan

E. Notice to Proceed. The improvements shall be installed in accordance with the City approved Plans and the rules, regulations, standards and ordinances of the City. The plans and specifications 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 shall commence on the Property until 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 all 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 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.

F. Time of Performance. The Developer shall complete all required improvements enumerated in Article III C by June 30, 2014. 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.

G. 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: a) prior to the commencement of the underground pipe laying and service connection, and b) 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: a) 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 b) assess a penalty, in an amount equal to 1% per occurrence, of the amount of the security required for the Public 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 its work in accordance with the Development Plans. The Developer is obligated to pay the City for engineering coordination an amount equal to 4% of the estimated cost of the Public Improvements, which amount is \$9000. 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 cost 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 \$275,000.00 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 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 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.** 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 Article III 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 easements and right-of-ways shall become City property without further notice or action. 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: Public Improvement Easement and Maintenance Agreement. A Public Improvement Easement and Maintenance Agreement in a form and content satisfactory to the City shall be entered into by the City and the Developer and recorded by the Developer at the time this Agreement is recorded.

K. **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 by the Developer 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

1 maintenance bonds or other security acceptable to the City to secure the warranties described herein,
 2 which bonds or other security shall be in addition to the Financial Security described herein.

3 **L. Utility Company Improvements.** The utility improvements shall include underground gas, electric,
 4 and telephone service as installed by the appropriate utility company at the direction of the
 5 Developer. The Developer shall arrange for the installation of underground gas, electric, telephone
 6 and cable television before the final lift is started.

7 **M. Park Dedication Fee.** The park dedication fee for the Plat shall be \$3,500 each new lot created.
 8 Since two lots already exist on the Plat property, a Park Dedication fee will only be charged for four
 9 lots. Therefore a total of \$14,000 and shall be paid to the City of Roseville upon or prior to the
 10 execution of this Agreement.

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

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

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

- 20 1. Curb and gutter and bituminous surfacing (at least the first lift) are installed and
 21 approved by the City Engineer.
- 22 2. The installation of a hard surface driveway.
- 23 3. The installation of the appropriate ground cover.

24 **Q. Construction Management.** The Developer and its contractors and subcontractors shall minimize
 25 impacts from construction on the surrounding neighborhood as follows:

- 26 1. Definition of Construction Area. The limits of the Project Area shall be defined with
 27 heavy-duty erosion control fencing approved by the City Engineer. Any grading,
 28 construction or other work outside this area requires approval by the City Engineer and
 29 the affected property owner.
- 30 2. Parking and Storage of Materials. Parking for construction vehicles and employees shall
 31 conform with the posted signs. No fill, excavating material or construction materials
 32 shall be stored in the public right-of-way.
- 33 3. Hours of Construction. Hours of construction, including moving of equipment shall be
 34 limited to the hours between 7 a.m. and 9 p.m. on weekdays and 9 a.m. and 9 p.m. on
 35 weekends.
- 36 4. Site Maintenance. The Developer shall ensure the contractor maintains a clean work site.
 37 Measures shall be taken to prevent debris, refuse or other materials from leaving the site.
 38 Construction debris and other refuse generated from the project shall be removed from
 39 the site in a timely fashion and/or upon the request by the City Engineer. After the
 40 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 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.
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.
8. Project Identification Signage. Project identification signs shall comply with City Code Regulations.

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 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.

S. 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.

T. 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.

U. 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.

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.

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

W. Notices to the Developer. Required notices to the Developer shall be in writing, and shall be either hand delivered to Nathan Fair or an officer, employee or agent of the Developer, or mailed to the Developer by registered or certified mail at the following address:

Landmark 6 of Roseville, LLC
13432 Hanson Blvd. NW
Andover, MN 55304
Attn: Nathan Fair

X. 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

Y. 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 Property, 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.
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.
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.

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, Interim City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

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

Notary Public

Landmark 6 of Roseville, LLC

By: _____
Nathan Fair, Chief Manager

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Nathan Fair, Chief Manager of Landmark 6 of Roseville, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

EXHIBIT A
Legal Description

The West one-third of Lot 23, Saint Paul Park except the North 400 feet thereof.
That part of Lot 24, Saint Paul Park, lying East of the West 44 feet except the north 400 feet.

Torrens Property
Torrens Certificate No. 390558

This Legal Description should match the one on the Plat

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 locations 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 and that there are no liens, encumbrances or other parties having an interest in the Property at the time the Plat and the Development Agreement 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 Development Agreement 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 form a Homeowner's Association(s) which will, among other things, be responsible for the maintenance and repair of various amenities on the Property. The Homeowner's Association documents shall be subject to the approval by the City Attorney and Staff. No work shall commence on the Property until such approval is given unless otherwise designated by the City Engineer in writing.
8. The Developer shall enter into and record a Public Improvement Easement and Maintenance Agreement which has been agreed to and signed by the City and all parties having an interest in the Property immediately after recording this Public Improvement Contract.
9. The Developer shall convey ownership of Outlots A and B to the City.

**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 held on the 22nd day of July 2013 at 6:00 p.m.

The following Members were present:
and _____ were absent.

Council Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. ____

**A RESOLUTION APPROVING THE FINAL PLAT AND PUBLIC IMPROVEMENT
CONTRACT OF JOSEPHINE HEIGHTS (PF13-005)**

WHEREAS, Landmark 6 Roseville, LLC., applicant for approval of the proposed plat, owns the vacant residential parcel on Millwood Avenue between Victoria and Chatsworth Streets, which is legally described as; and

The West one-third of Lot 23, Saint Paul Park except the North 400 feet thereof. That part of Lot 24, Saint Paul Park, lying East of the West 44 feet except the North 400 feet

WHEREAS, the Roseville Planning Commission held the public hearing regarding the proposed PRELIMINARY PLAT on May 1, 2013, and after said public hearing the Roseville Planning Commission voted to recommend approval of the proposed PRELIMINARY PLAT based on the comments and findings of the staff report and the input from the public; and

WHEREAS, the Roseville City Council, at its regular meeting on May 20, 2013, received the Planning Commission's recommendation and voted 3-1 to approve the PRELIMINARY PLAT; and

WHEREAS, the final plat materials and a Public Improvement Contract have been prepared and submitted, pursuant to the PRELIMINARY PLAT approval;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, Minnesota, that the FINAL PLAT of the subject property creating Josephine Heights is hereby

The motion for the adoption of the foregoing resolution was duly seconded by Council Member _____ and upon vote being taken thereon, the following voted in favor:
and _____ voted against.

WHEREUPON said resolution was declared duly passed and adopted.

Resolution – Josephine Heights (PF13-005)

[illegible]

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 22nd day of July 2013 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 22nd day of July 2013.

Patrick Trudgeon, Interim City

Manager

(SEAL)

Roseville City Council Members/Engineers/City Planners

Re: Josephine Heights/Cove Development

Before plat approval, a new tree survey needs to be done and the city forester needs to verify all sizes and species of trees on property. There are different types of trees on the survey that were not mentioned or measured. All critical tree root zones need to be identified and protected by Roseville's City forester, before any construction starts. Roseville only requires 50% of trees breast height diameter to be replaced, where most suburb areas require a 100-150% and that is why there needs to be a correct tree survey.

There is a proposed tree preservation and landscape plan that was designed and prepared for by the developer without talking to the adjoining property owners. We have looked at the types of trees and placement of them and we have a concern that some of the proposed planting will encroach on our property. We have a driveway that goes to the back of our garage, and as these planting mature they may block access to it. Also affected is established landscaping on our property that these planting will affect. Who's responsible for trimming them, so they are not hanging over onto our property or blocking access?

Perhaps working directly with the landscaper, would have reached a better plan for both properties, since neither developer or landscaper has taken into consideration our property use or landscaping.

Is there diseased trees on property? We are concerned about the handling and removal (deforestation) of these trees.

The letter received from City Planner (Paschke) states that all trees have been identified and addressed, but that is not correct. Example; 6 ½ " walnut tree and a mature (20"?) crimson maple tree that was not identified. The developer's forester said that the maple was hollow....does this matter if the tree has 10 years of life left? These trees are on the City Code Table 1011-01, 1011-02. How many trees have not been identified? I am aware that all trees do not have to be identified, just the ones on the City Code. There has been a discrepancy between the developers forester and the Cities forester. Does a third party need to be brought in by the developer or city to get a correct assessment of the trees.

Concerns about outlots A and B: These are said to be used for rain gardens (infiltration holding ponds). These rain gardens have an extensive maintenance plan proposed and the developer claims that all maintenance will be done by the owners of lots 1 and 6. How will this be instituted? What happens if these lots are foreclosed on or sit vacant? Should the care and cost of these be shared by all 6 homes in this development, not just the 2. Does the City have a contract that they will be maintained? It was also stated that these lots will be owned by the City of Roseville, will the tax payers end up maintaining them? I received a response from the City Assistant Planner, that we

probably get more services than we pay for. I don't feel the City tax payers should be paying for the maintenance on these rain gardens. If these rain gardens are not maintained they will fail.

Also, we have concerns that all the water issues they are dealing with on the East side of the property line, may shift to my property adjoining on the West. If I have future water issues as a result of the development, who do I contact and who will be responsible?

All these questions and concerns need to be answered and documented before Council approval. I request that this be included in the packet for July 22, 2013 council meeting.

The Rossbachs
953 Millwood Ave