

CITY OF NORTHFIELD, MN
CITY COUNCIL RESOLUTION 2016-080

APPROVING AN AGREEMENT FOR STORM SEWER IMPROVEMENTS BETWEEN THE
CITY OF NORTHFIELD AND TK PROPERTIES OF NORTHFIELD, LLC, RELATED TO A
MULTI-FAMILY DEVELOPMENT AT 1012 EAST WOODLEY STREET

WHEREAS, TK Properties of Northfield, LLC, is seeking approval of an agreement for storm sewer improvements (the "Agreement") related to and as a condition of site plan approval for the development of property legally described therein (the "Development Property"); and

WHEREAS, the above-referenced Agreement, which is attached hereto as Exhibit A, requires that prior to construction activities on the Development Property, TK Properties of Northfield, LLC, shall enter into an agreement with the City and will comply with all terms and conditions thereof; and

WHEREAS, the Development Property receives drainage from neighboring properties that triggers installation of additional storm sewer facilities; and

WHEREAS, TK Properties of Northfield, LLC, proposes to undertake certain activities associated with the development on the Development Property including the installation of public improvements and the construction of a residential structure; and

WHEREAS, the public improvements required for the Project includes the construction of municipal storm sewer by TK Properties of Northfield, LLC, on the Development Property; and

WHEREAS, TK Properties of Northfield, LLC, has agreed to pay to the city all required fees and charges associated with the Agreement and Site Plan approval.

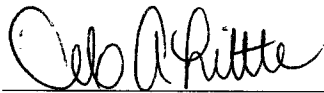
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

1. The Development Agreement between the City of Northfield and TK Properties of Northfield, LLC, is hereby approved as to form.
2. The City Council authorizes the Finance Director to transfer \$39,000 from the Storm Water Fund balance to fund the improvements.

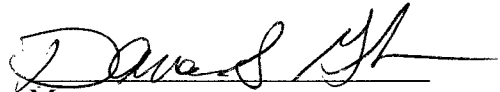
BE IT FURTHER RESOLVED THAT: The Mayor and City Clerk are hereby authorized and directed to sign the Agreement, allowing for any minor or technical changes as necessary to complete the documents substantially in the form hereby approved, and provided that TK Properties of Northfield, LLC, has first properly executed such Agreement and obtained all consents as applicable for execution of the Agreement from mortgagees or otherwise.

PASSED by the City Council of the City of Northfield on this 2nd day of August, 2016.

ATTEST



City Clerk



Mayor

VOTE:

Y GRAHAM Y DELONG Y LUDESCHER N NAKASIAN
Y PETERSON WHITE Y POWNELL Y ZWEIFEL

(reserved for recording information)

AGREEMENT FOR STORM SEWER IMPROVEMENTS

(Developer Installed Improvements)

AGREEMENT dated August 2nd, 2016, by and between the **CITY OF NORTHFIELD**, a Minnesota municipal corporation (the "City"); and TK Properties of Northfield, LLC., a Minnesota limited liability company, with principal office located at 513 Water St. S., Northfield, MN 55057 (the "Developer").

RECITALS

WHEREAS, the Developer is the fee owner of a parcel of real property located in the City of Northfield, Rice County, Minnesota, with Parcel Identification (PID) No. 22.06.4.26.048, which is legally described as Lot 1, Block 5, in Plat of Blocks 3, 4, 5, 13, 20 and 21, East Woodley Addition, according to the recorded plat thereof, Rice County, Minnesota, which is incorporated herein by reference, (the "Property" or "Development Property"); and

WHEREAS, the Developer proposes a project consisting of a Multi-Family Dwelling of four to eight units and public storm sewer improvements on the Development Property (the "Project"); and

WHEREAS, the Developer and the City, desire to enter into this Agreement in satisfaction of applicable City requirements and to set out the undertakings and obligations of each party from this point forward with respect to the Project and with respect to the City Approval Process, all as required by the City's Code of Ordinances (the "Code").

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each does hereby covenant and agree with the other as follows:

1. **REQUEST FOR SITE PLAN APPROVAL.** The Developer has sought site plan approval of the Project. The Project is located on previously platted land. The platted land is situated in the County of Rice, State of Minnesota. The Developer is seeking to develop the Development Property for the purpose stated above.

2. **CONDITIONS OF APPROVAL.** Site plan approval for the project is conditioned upon the Developer entering into this Agreement. The Developer has already posted \$1,500.00 of escrow to the City as part of this Project, the receipt and sufficiency of which is hereby acknowledged by the City.

3. **RIGHT TO PROCEED.** Unless separate written approval has been given by the City, within the Development Property, the Developer may not grade or otherwise disturb the earth, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings within the Development Property until all of the following conditions have been satisfied: a) this Agreement has been fully executed by both parties and filed with the City Clerk; b) the construction plans for the storm sewer improvements described in Section 4 below and other such plans related to the storm sewer improvements as required by the City have been approved and signed by the City, c) a certificate of public liability and property damage insurance as described in this Agreement has been filed with the City; and d) the City has issued a letter that all conditions have been satisfied and that the Developer may proceed.

4. **STORM SEWER IMPROVEMENTS; PLAN APPROVAL AND CONSTRUCTION.** The Developer shall construct and install, subject to the terms and conditions and cost-sharing provisions contained herein, public storm sewer improvements (the "Improvements") in compliance with City approved plans and specifications prepared in accordance with all policies, rules, regulations, standards, specifications and ordinances of the City and as shown on the final construction plans. The Developer shall employ a Professional Engineer, who is registered with the State of Minnesota, to prepare detailed plans and specifications for complete construction of the storm sewer improvements on the Development Property in accordance with City standards, specifications and City Code. The Developer agrees to submit such plans and specifications to the City Engineer accompanied by a list of the quantities of construction items and estimates for complete construction thereof for review and approval by the City Engineer prior to the start of construction of said improvements. The plans and specifications for the storm sewer improvements shall provide for those storm sewer improvements and materials therefore as required by the City Engineer.

The improvements shall be constructed and installed in accordance with the latest versions in place at the time of this Agreement of the City Code, zoning ordinance and subdivision regulations, City standard specifications for utilities, and the City's engineering guidelines and standard detail plates. The City will provide field inspection and soil testing personnel, at no expense to the Developer, to assure an acceptable level of quality control for the construction of public improvements in the recorded City utility and drainage easement area and no other portions of the property. The

City will certify that this construction work meets the City's requirements, specifications, standards and approved plans.

In addition, the Developer's engineer will be required to certify that the construction work meets the approved City requirements, specifications, and standards as a condition of City acceptance and provide record drawings for all improvements. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors to the extent applicable to comply with the approved plans and specifications, or applicable City Code or statutes for which the City inspectors have jurisdiction. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall, or another location acceptable to the City, with all parties concerned, including the City staff, to review the program for the construction work.

All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the approved plans and specifications. No deviations from the approved plans and specifications will be permitted unless approved in writing by the City Engineer, which approval shall not be unreasonably withheld. The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by this Agreement. If applicable, the contractor(s) shall have experience in the installation of municipal storm sewer mains.

The Developer shall not do any work or furnish any materials not covered by the plans and specifications and special conditions of this Agreement, for which reimbursement is expected from the City, unless such work is first ordered in writing by the City Engineer as provided in the plans and specifications, or unless otherwise provided herein.

The Developer shall replace or repair any damage or destruction to any property or improvements located on County or City land or in County or City streets, boulevards and rights-of-way caused by Developer, or its contractors and subcontractors, during the construction of the required improvements and the Project and such costs shall not be included in any City reimbursement of costs as otherwise provided herein. Any contaminated soils encountered during the construction of the Improvements and development on the Development Property shall be addressed as set forth in a Response Action Plan to be approved by the Minnesota Pollution Control Agency (MPCA) or other applicable agency having jurisdiction, as applicable. The City shall indemnify and hold the Developer harmless from any costs, expenses and liabilities related to any contaminated soils in the recorded City utility and

drainage easement area encountered during the construction of the Improvements (as defined in Section 4 above), so long as the contamination was not caused by the Developer. Except as provided in the preceding sentence, the parties acknowledge and agree that the City shall not be required to indemnify and hold the Developer harmless from costs, expenses and liabilities related to contaminated soils encountered during the construction of any other improvements to the Development Property, unless such contamination is caused by the City.

If this Agreement is terminated for any reason the City shall have no obligation to construct the Improvements.

5. PARTIAL REIMBURSEMENT FOR STORM SEWER IMPROVEMENTS. In consideration of the construction of the Improvements, which also benefit other properties in the City other than the Development Property, the City, within 30 days of acceptance by the City of the Improvements, shall reimburse the Developer for sixty five percent (65%) of the costs incurred to construct the Improvements up to an amount not to exceed \$39,000.00. In the event a change order related to the construction of the Improvements which increases the costs of construction is approved in writing by both the Developer and the City, then the City shall be responsible for 65% of the amount of the increase shown in the change order even if this amount would result in the City's total reimbursement exceeding \$39,000.00. In the event a change order related to the construction of the Improvements which increases the costs of construction is approved by only one of the parties hereto, then the approving party shall be responsible for the entire amount of the change order increase.

The costs to construct the Improvements shall include the actual construction costs, the actual engineering, surveying, administration and any legal costs related thereto, and all other costs related to the construction of the Improvements. The engineering, surveying, administration and legal costs shall include the actual outside construction engineering and surveying assistance costs and the legal costs of the Developer and the City. The costs to construct the Improvements shall not include any costs or expenses related to moving or improving the existing sewer line located on the Development Property, which costs and expenses shall be borne entirely by the City.

Notwithstanding the foregoing provisions of this Section 5 and prior to making any reimbursement payment as provided in this Section 5, the Developer shall provide to the City an itemized invoice of the construction costs for the Improvements for which the Developer seeks reimbursement showing those costs incurred by the Developer in the construction of the Improvements. Such itemized invoice shall be submitted to the City for review and approval at least

15 days prior to the City making the reimbursement payment. The City reserves the right to dispute any portion of the reimbursement payment sought that is not properly itemized showing actual costs incurred by the Developer directly related to the construction of the Improvements in which case the time for payment shall be extended until the dispute is resolved to the City satisfaction. The City Engineer may require the Developer to submit such other documentation and receipts as the City Engineer deems necessary and appropriate to conduct such review prior to authorizing payment. This Section 5 shall serve to guarantee compliance by the Developer and the City with the terms of this Agreement, and payment of the costs of all public improvements and construction of all public improvements in accordance herewith and shall, except as provided for the warranty security in Paragraph 22, substitute for the City otherwise requiring a letter of credit or cash escrow as security during the construction phase of the Project.

6. **CONTRACTORS/SUBCONTRACTORS.** City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified herein.

7. **PERMITS.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary and required permits, as applicable.

8. **COMPLETION DATE.** The construction of the storm sewer improvements shall be completed no later than September 1, 2017. The City may, at its option, also consider an extension of time for good cause shown by Developer. In the event an extension is granted by the City, it (a) shall be to a date certain and (b) may be conditioned by the City to protect the public interest.

9. **TIME OF PERFORMANCE.** The Developer shall install all required public improvements and other work required by this Agreement by September 1, 2017.

10. **LICENSE.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with the Project and Project Improvements. The license shall expire upon the acceptance by the City of the Project Improvements. The City shall thereafter have the right to enter the Property to perform inspections as authorized by City Code.

11. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, public utility construction, and the improvements is restricted to access the Property via Woodley Street. No construction traffic is permitted on the adjacent local streets other than identified herein.

12. GRADING PLAN. The Property shall be graded in accordance with the approved grading development and erosion control plans, as applicable.

13. EROSION AND SEDIMENT CONTROL. The parties acknowledge and agree that an erosion and sediment control plan has been implemented by the Developer and inspected and approved by the City.

14. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Agreement and acceptance of Improvements by the City, the Improvements lying within public easements and public rights-of-way shall become City property without further notice or action upon completion and City acceptance thereof. Prior to acceptance of the improvements by the City, the Developer must furnish the following certificates:

- Contractor's Certificate
- Engineer's Certificate
- Developer's Certificate

certifying that all construction has been completed in accordance with the terms of this Agreement. All necessary forms will be furnished by the City of Northfield. Upon receipt of certificates, the City will accept the completed public improvements. Within thirty (30) days after the completion of the improvements, the Developer shall supply the City with a complete set of reproducible "record" plans, an electronic file of the "record" plans in an AutoCAD format (DWG) file, and two complete sets of hard copy "record" plans, all prepared in accordance with City standards. Upon receipt of these documents, and the warranty documents specified in this Agreement, the City will certify acceptance of the completed public improvements.

15. SANITARY SEWER AND WATER TRUNK UTILITY CHARGES.

The Developer is subject to sanitary sewer and water access area charges, as follows:

Sanitary Sewer Availability Charge:

The Developer shall pay a sanitary sewer availability charge of \$1,826.00/unit. The area charge is based on the number of units in the site plan and is calculated as follows:

$$7 \text{ units} \times \$1,826.00/\text{unit} = \$12,782.00.$$

Water Availability Charge:

The Developer shall pay a watermain availability charge of \$798.00/unit. The access charge is based on the number of units in the site plan and is calculated as follows:

$$\underline{7 \text{ units} \times \$798.00/\text{unit} = \$5,586.00.}$$

The Developer shall pay the above sanitary sewer and water availability charges at the time the building permit is issued.

16. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

No Certificate of Occupancy will be issued for any lots until the grading and storm sewer is installed in accordance with approved plans.

17. UNDERGROUND UTILITIES – PRIVATE. This section covers those smaller private utilities such as gas, electric, phone, cable, etc.

A. The Developer is responsible for the cost of installing all private utilities.

B. The Developer shall contact the utility companies to coordinate the installation of the utilities. All utilities shall be installed underground.

C. If any conditions set forth in this development agreement conflict with the City's utility franchise agreements, the franchise agreements shall in all cases prevail.

18. RESPONSIBILITY FOR COSTS.

A. Except as otherwise specified in this Agreement, the Developer shall pay all costs incurred by it and the City in conjunction with this Agreement, the approval of the site plan, the grading and development of the Development Property and the construction of the Improvements required by this Agreement, including but not limited to, all costs of persons and entities doing work or furnishing skills, tools, machinery, equipment and materials; insurance premiums; legal, planning and engineering fees.

B. The Developer hereby covenants and agrees that Developer will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in any property that is the subject of the Project or this Agreement during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, the Developer shall take all steps necessary to see that it is removed within thirty (30) business days of its being filed; provided, however, that the Developer may contest any such lien

provided the Developer first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.

C. The City hereby covenants and agrees that the City will not permit or allow any mechanic's or materialman's liens to be placed on the Developer's interest in any property that is the subject of the Project or this Agreement during the term hereof, including any liens related to moving or improving the existing sewer line located on the Development Property. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Developer's interest, the City shall take all steps necessary to see that it is removed within thirty (30) business days of its being filed; provided, however, that the City may contest any such lien provided the City first posts a surety bond, in favor of and insuring the Developer, in an amount equal to 125% of the amount of any such lien.

19. MISCELLANEOUS.

A. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$1,000,000 for one person and \$2,000,000 for each occurrence; limits for property damage shall be not less than \$1,000,000 for each occurrence. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City authorizing the commencement of work on the public and private improvements specified in this Agreement. The certificate shall provide that the City must be given ten (10) days advance written notice of the cancellation of the insurance.

B. Third parties shall have no recourse against the City or Developer under this Agreement.

C. 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 portion of this Agreement.

D. The action or inaction of the City or the Developer shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure or the Developer's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

E. This Agreement shall run with the land and shall be binding upon Developer and its successors and assigns. This Agreement will be recorded against the title to the Development Property. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the Property and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Property; that there are no unrecorded interests in the Property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

F Each right, power or remedy herein conferred upon the City and the Developer is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City and the Developer, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and the Developer and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

G. The Developer agrees to comply with all local, state and federal laws, ordinances and regulations applicable to the development of the property.

H. The City's approval of the site plan does not include approval of building permits for any structures to be constructed within the development. The Developer must submit and the City must approve building plans prior to the issuance of building permits for structures within the development.

I. The recitals set forth above are acknowledged by the Parties to be true and correct and are hereby incorporated herein by reference.

20 DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder or the failure to comply with all terms and conditions of this Agreement, the City may, at its option, take one or more of the following actions:

A. Perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part;

- B. Obtain an order from a court of competent jurisdiction requiring Developer to perform its obligations pursuant to the terms and provisions of this Agreement;
- C. Obtain an order from a court of competent jurisdiction enjoining the continuation of an event of default;
- D. Halt all development work and construction of improvements until such time as the event of default is cured;
- E. Withhold the issuance of a building permit or permits and/or prohibit the occupancy of any structure(s) for which permits have been issued until the event of default has been cured;
- F. 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 by Developer, the Developer shall pay to the City all fees and expenses, including reasonable attorney's fees, incurred by the City as a result of the event of default, whether or not a lawsuit or other action is formally taken.

Upon the occurrence of an event of default by the City, the Developer may exercise any and all remedies which may be available to it at law or in equity. In such case, the City shall pay to the Developer all fees and expenses, including reasonable attorney's fees, incurred by the Developer as a result of the event of default, whether or not a lawsuit or other action is formally taken.

21. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship. The warranty period for the Improvements is one year and shall commence following completion and acceptance of all improvements by the City.

22. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Agreement which must be furnished to the City at the time the building permit is issued:

Sanitary Sewer Availability Charge	\$12,782.00
Water Availability Charge	\$5,586.00
TOTAL CASH REQUIREMENTS	\$18,368.00

23. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: Tracy

Snyder, via mail to P.O. Box 124, Northfield, MN 55057 or via hand delivery to 513 Water St. S., Northfield, MN 55057.

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Northfield City Hall, 801 Washington Street, Northfield, MN 55057.

24. CONSTRUCTION MANAGEMENT. During construction of the Improvements and the Project, the Developer and its contractors and subcontractors shall minimize impacts from construction on the surrounding neighborhood as follows:

A. Definition of Construction Area. The limits of the Project Area shall be as shown in the City approved Grading, Drainage and Erosion Control Plan and shall be demarcated with construction fencing approved by the City Engineer. Any grading, construction or other work outside this area requires approval by the City Engineer and the affected property owner.

B. Parking and Storage of Materials. Adequate on-site parking for construction vehicles and workers must be provided or provisions must be made to have workers park off site and be shuttled to the Project Area. No fill, excavating material or construction materials shall be stored in the public right-of-way.

C. Hours of Construction. Hours of construction, including moving of equipment shall be limited to the hours between 7 a.m. and 9 p.m. on weekdays and weekends.

D. Site Maintenance. Developer shall ensure that its contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse or other materials from leaving the site. Construction debris and other refuse generated from the Project shall be removed from the site in a timely fashion and/or upon the request by the City Engineer. After Developer has received at least forty-eight (48) hour verbal notice, the City may complete or contract to complete the site maintenance work at Developer's expense.

E. Project Identification Signage. Project identification signs shall comply with City Code.

25. ADOPTED BY REFERENCE. The provisions of the City's Land Development Code Chapter 34 are hereby adopted by reference in their entirety, unless specifically excepted, modified, or varied by the terms of this Agreement. In the event that a provision of this Agreement is inconsistent with or in conflict with the City's Land Development Code, the Land Development Code shall govern.

26. **RELEASE OF AGREEMENT.** Upon satisfaction of the terms of this Agreement by both parties, the parties agree to execute a document in a recordable form reasonably satisfactory to both parties evidencing the termination of this Agreement.

CITY OF NORTHFIELD

BY: Dana Graham
Dana Graham, Mayor

(SEAL)

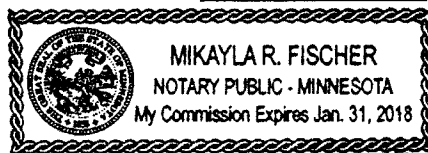
AND Deb Little
Deb Little, City Clerk

DEVELOPER:

TK Properties of Northfield, LLC

BY: Karl Little
Its V.P.

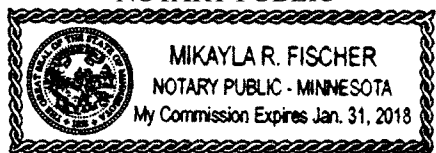
STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)



The foregoing instrument was acknowledged before me this 8th day of August, 2016, by Dana Graham and by Deb Little, the Mayor and City Clerk of the City of Northfield, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Mikayla Fischer
NOTARY PUBLIC

STATE OF MINNESOTA)
) SS.
COUNTY OF Rice)



The foregoing instrument was acknowledged before me this 5th day of August, 2016, by Ken Malecha the Vice President of TK Properties of Northfield, LLC, a Minnesota limited liability company, on behalf of the company and pursuant to the authority granted by its Board of Governors.

Mikayla Fischer
NOTARY PUBLIC

DRAFTED BY:
City of Northfield
Community Development Department
Northfield City Hall
801 Washington Street
Northfield, MN 55057
507-645-8833

**MORTGAGEE CONSENT
TO
DEVELOPMENT AGREEMENT**

_____, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Agreement, agrees that the Development Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this ____ day of _____, 2____.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2____, by
_____.

NOTARY PUBLIC

DRAFTED BY:

CONTRACTOR'S CERTIFICATE OF COMPLIANCE

Project: _____

I/we, the undersigned, certify that the construction of those certain improvements (the "Project") required to be made by _____ (the "Developer") pursuant to that certain Development Agreement (the "Agreement") dated _____, 20____, by and between the City of Northfield (the "City") and the Developer, are complete and have been completed all in accordance with the provisions of the Agreement, and that the Project improvement work substantially conforms to the approved plans for the required improvements for the above-referenced Project and in accordance with the City Land Development Code (Chapter 34), City standard specifications for utilities and street construction, and the City's engineering standard specifications

I/we certify that the required improvements are free from all defects in material and workmanship from the date of acceptance thereof by the City, that the Contractor agrees to remedy all defects arising within the warranty period at the Developer's expense, and that the Contractor is now and will remain in compliance with the Warranty/Maintenance Guarantee required by Northfield City Code, Chapter 34, section 3.10.4 (H) for the required periods stated therein.

This certificate is made for the purpose of inducing City of Northfield to accept the Project improvements made as part of the Project for public ownership thereof in accordance with the Agreement.

DEVELOPER'S CONTRACTOR:

BY: _____, Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, the _____ of _____, a Minnesota
_____, on behalf of _____.

Notary Public

CERTIFICATES

Pursuant to the Development Agreement, prior to acceptance of the improvements by the City, the Developer must furnish the following certificates:

- Contractor's Certificate
- Engineer's Certificate
- Developer's Certificate

certifying that all construction has been completed in accordance with the terms of the Development Agreement. The necessary forms furnished by the City of Northfield follow.

ENGINEER'S CERTIFICATE OF COMPLIANCE

Project: _____

I/we, the undersigned, based upon site observation, certify that those certain improvements (the "Project") required to be made by _____ (the "Developer") pursuant to that certain Development Agreement (the "Agreement") dated _____, 20__, by and between the City of Northfield (the "City") and the Developer, appear to have been completed in accordance with the provisions of the Agreement and, to the best of our knowledge, the Project improvement work substantially conforms to the approved plans for the required improvements for the above-referenced Project and in accordance with the City Land Development Code (Chapter 34), City standard specifications for utilities and street construction, and the City's engineering standard specifications.

This certificate is made for the purpose of inducing City of Northfield to accept the Project improvements made as part of the Project for public ownership thereof in accordance with the Agreement.

DEVELOPER'S ENGINEER:

BY: _____, Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of _____, a Minnesota _____, on behalf of _____.

Notary Public

DEVELOPER'S CERTIFICATE OF COMPLIANCE

Project: _____

I/we, the undersigned, certify that the construction of those certain improvements (the "Project") required to be made by _____ (the "Developer") pursuant to that certain Development Agreement (the "Agreement") dated _____, 20____, by and between the City of Northfield (the "City") and the Developer, are complete and have been completed all in accordance with the provisions of the Agreement, that the Developer has complied to date with all requirements set forth in the Agreement, and that the work under the above named Project including all appurtenances thereto has been completed in accordance with the City Land Development Code (Chapter 34), City standard specifications for utilities and street construction, and the City's engineering standard specifications.

I/we further certify that all charges or bills for labor or services performed or materials furnished, and other charges by the subcontractors for the required Project improvements have been paid in full and in accordance with the terms of that/those contract(s).

I/we further certify that the required Project improvements are free and clear of any and all liens and encumbrances; that no notice of intention to claim liens is outstanding, and that no suits are pending by reason of the Project.

I/we finally certify that the required improvements are free from all defects in material and workmanship from the date of acceptance thereof by the City, that the Developer agrees to remedy all defects arising within the warranty period at the Developer's expense, and that the Developer is now and will remain in compliance with the Warranty/Maintenance Guarantee required by Northfield City Code, Chapter 34, section 3.10.4 (H) for the required periods stated therein.

This certificate is made for the purpose of inducing City of Northfield to accept the Project improvements made as part of the Project for public ownership thereof in accordance with the Agreement.

DEVELOPER: _____

BY: _____, Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, the _____ of _____, a Minnesota
_____, on behalf of _____.

Notary Public



1 3D Sheet 902
A902

DATE: 4/25/16
REVISIONS:

craft
design • build

2723 Hamlet Ave.
Minneapolis, MN 55408
612.695.0929
craftdesignbuild.com

**BRUCE
KNUTSON**
ARCHITECT
1012 WOODLEY STREET, NORTHFIELD, MN 55057
WWW.KNUTSONARCHITECT.COM

DATE: 4-18-16
I HEREBY CERTIFY THAT THIS
PORT WAS PREPARED BY ME
OR UNDER MY CLOSE PERSONAL
SUPERVISION AND THAT I AM A
LICENSED ARCHITECT IN THE
STATE OF MINNESOTA.
Bruce Knutson
REGISTERED ARCHITECT NO. 11799

4-8 UNIT MULTI FAMILY DWELLING

TK Properties of Northfield, LLC.
1012 WOODLEY STREET, NORTHFIELD, MN 55057

PRO # 220642044

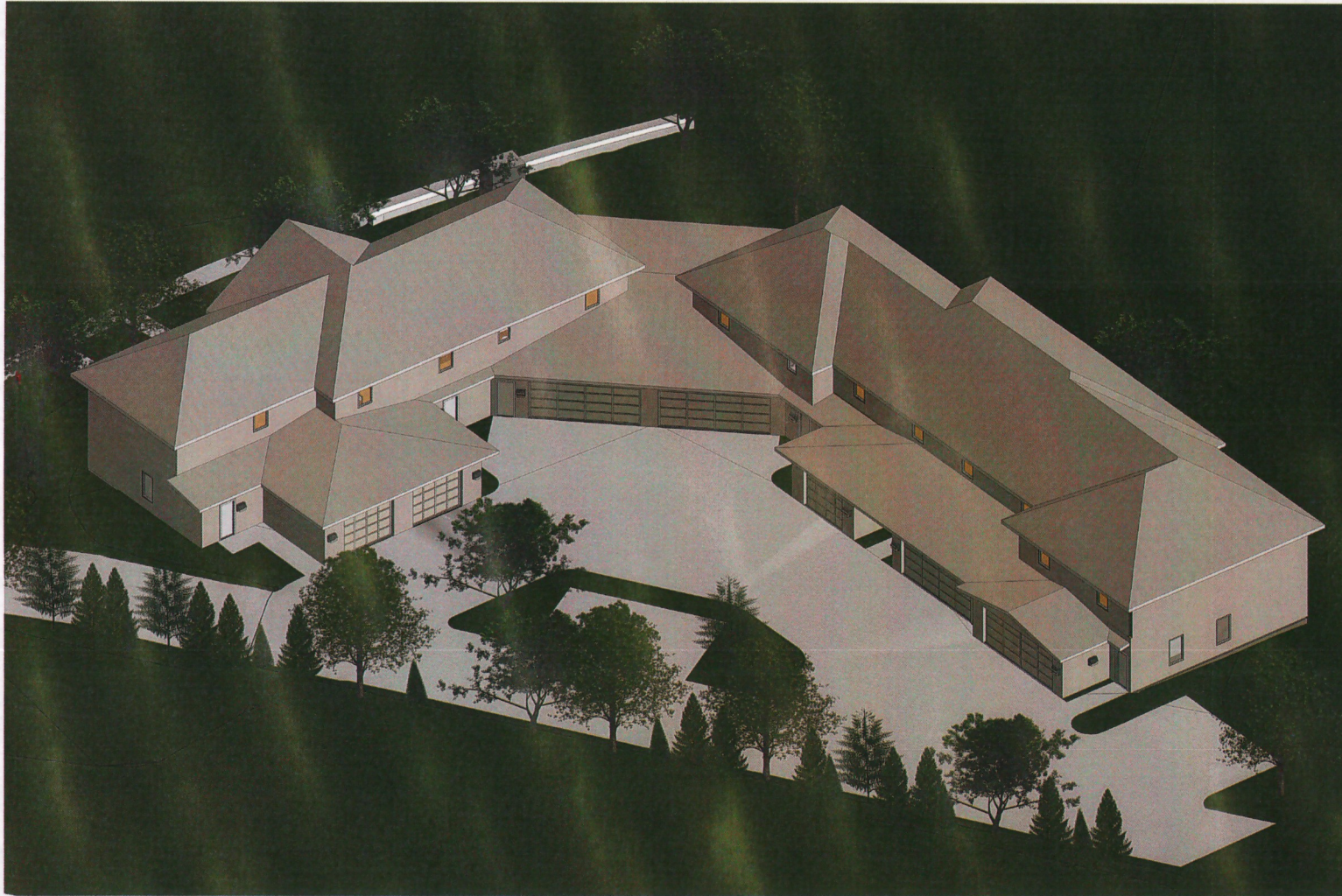
JOB NO: 15-21

SHEET NO:

A902

3D VIEW 2

STANDARD 11 RECT FILE



1 3D VIEW
A901

DATE 4/25/16
REVISIONS:

craft
design · build

2723 Herriet Ave.
Minneapolis, MN 55408
612.685.0929
craftdesignbuild.com

BRUCE
KNUTSON
REGISTERED ARCHITECT
STATE OF MINNESOTA
1012 WOODLEY STREET, NORTHFIELD, MN 55057
WWW.BKARCHITECTS.COM

DATE: 1/18/16
I HEREBY CERTIFY THAT THIS
REPORT WAS PREPARED BY ME
OR UNDER MY CLOSE PERSONAL
SUPERVISION AND THAT I AM
A LICENSED PROFESSIONAL
UNDER THE LAWS OF THE
STATE OF MINNESOTA
Bruce Knutson
REGISTRATION NO. 17789

4-8 UNIT MULTI FAMILY DWELLING

TK Properties of Northfield, LLC
1012 WOODLEY STREET, NORTHFIELD, MN 55057
PID 2 200426004

JOB NO 15-21

SHEET NO.

A901

3D VIEW

3/16/2016 11:43:47 AM

KEY

- EXISTING TREES
- TREES TO BE REMOVED

FENCE

3. PROTECTION FENCE
 13'-0" x 10'-0"

4. P.O. FENCE
 13'-0" x 5'-0"



Community Development Department

July 26, 2016

Tracy Snyder
TK Properties of Northfield, LLC
Box 124
Northfield, MN 55057

RE: 1012 Woodley Apartments - Development Committee Review

Dear Mr. Snyder:

This letter serves as official approval of the Site Plan review of TK Properties apartment project at 1012 Woodley Street East. It details the review of the project's compliance with the Land Development Code and serves as official record of all changes requested by the City to ensure project conformance.

City of Northfield staff met with the developer multiple times since early 2015 to help devise a development plan that met the LDC without needing approvals from the Planning Commission or City Council. Multi-Family Dwellings are a Principal Permitted Use in the N1 Zone District. Such uses are reviewed using the Type 2 Site Plan Review.

The Site Plan Review process ensures conformance to all applicable regulations in the LDC. Sections applicable to this case are 3.3 General Development Standards, 3.3.4 Outdoor Lighting Standards, 3.5 Landscape, Screening and Buffering Standards, 3.7 Pedestrian Access and Circulation, and Engineering Standards. The following comments have been provided to you either in pre-development meetings or at the DRC. Execution of these comments is necessary for conformance to the LDC and must be completed before a Building Permit will be issued.

Outdoor Lighting

An exterior lighting plan has been submitted identifying the location of lighting.

- Additional information is needed as to the height and type of all luminaries along with a photometric plan. The luminaries shall be appropriate cut-off LED fixtures. The photometric plan must show compliance with the maximum illumination allowed at the property line and the average illumination across the site.
- Photometric plan and lighting types approved 5-18-2016.

Landscape, Screening and Buffering Standards

A landscape plan has been submitted as a Site Plan Review requirement. This plan appears to meet or exceed all required landscaping standards. All plantings need to be identified as of an acceptable species per the List of Approved Landscape Trees and Plant Materials. Total counts of all plantings need to be provided, in particular, required replacement trees must be identified. Landscape buffer areas are provided along the perimeter of the project. Additional screening landscaping shall be provided along the south lot line to screen the guest parking.

Tree and Woodland Preservation

A tree inventory completed by a professional arborist has been submitted with the Site Plan application. This inventory properly identified the location and species of existing trees. A total of 19 trees were identified on the property large enough to qualify as protected trees. Of these, 12 trees were of poor condition and did not trigger tree replacement. The 7 remaining trees to be removed triggered 36 replacement trees.

Since the back lot was cleared with the front lot, a tree replacement plan is required for the back lot as well. The tree inventory indicated 15 trees to be removed. Removal of these trees triggers 17 trees to be replaced. A tree replacement plan must be in place for the rear lot prior to a building permit being issued on the front lot. This plan must indicate how many perimeter trees will be installed this fall to screen the property. According to Section 3.5.12 of the Land Development Code, landscaping required as part of this section shall be installed by the time an occupancy permit is issued for the site. If landscaping is not installed prior to issuance of a Certificate of Occupancy, the applicant shall be required to submit a surety in accordance with Section 3.5.13, Statement of Surety.

The applicant has provided 96 qualifying replacement trees on the front lot which are identified on a supplement to the landscape plan to meet the tree replacement requirement.

Pedestrian Access and Circulation

Pedestrian connections have been provided with the project in compliance with the LDC. A landscaped path will be constructed along the front entrances of the building connecting it with the sidewalk along Woodley Street.

Storm Water

The applicant has provided calculations indicating the site expansion is less than one acre of new impervious surface. Hence, a storm water management plan along with mitigation is not required on this project.

Grading, Erosion and Sediment Control

- The applicant has indicated a drainage swale on the east side of the property, meeting engineering standards with two percent slope in the grass areas.

- On the west side of the property the applicant has indicated the installation of catch basin to receive runoff water from the proposed development and to improvement drainage on the existing properties to the west.
- The applicant shall maintain erosion control throughout construction, and sweep street as necessary if there is any vehicle tracking.

Utility Plan

- The applicant shall clarify the water service size to each unit. The plan indicates 1-½ inch and 6 inch.
- The applicant shall clarify the sewer service size to each unit.
- The sanitary sewer service connection to the City main shall be identified with either a manhole or wye. Typically, a 4 inch service to each unit would be provided.
- The City has an existing sanitary sewer line and water main on the east and south property line. The existing sanitary sewer line along the south is outside of the platted easement. The applicant shall coordinate with the City for the relocation of the line back within the platted easement. Also, any necessary easements on the applications property shall be dedicated to the City.
- CB-10 on the grading plan shall be 48-inch with a 27" beehive casting.

Permits

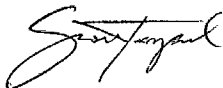
- The applicant shall apply for grading and erosion control permit. The permit shall be issued prior to starting construction.
- The applicant shall apply for a right-of-way permit for work in Woodley Street Right-of-Way.

Site Plan

- Label fence location on Sheet L101
- Adjust cross slope driveway grades to have no more than 6% cross slope.

If you have any questions, you may reach me directly at 507-645-3024.

Sincerely,



Scott Tempel
City Planner

City of Northfield

City Hall
801 Washington Street
Northfield, MN 55057
ci.northfield.mn.us



Legislation Text

File #: Res. 2016-080, Version: 1

City Council Meeting Date: August 2, 2016

To: Mayor and City Council
City Administrator

From: Scott Tempel, City Planner
Chris Heineman, Community Planning and Development Director

Consideration of an Agreement for Storm Sewer Improvement

Action Requested:

Staff recommends approval of the Resolution authorizing the City to enter into an agreement for the installation of municipal storm sewer at 1012 East Woodley Street. Note this will require a super majority vote (5/7) for the fund balance transfer.

Summary Report:

City staff has been working with a local developer on an infill development project at 1012 East Woodley Street since 2014. The developer wished to maximize development on the lot using the existing N1 residential zoning. The N1 zoning district includes multi-family dwellings as a principle permitted use, which is also in line with the Comprehensive Plan goals of encouraging infill development with a mix of housing types. Therefore, a proposal for a seven unit multi-family rental building was submitted for site plan review, following the Type II review process per the Land Development Code (LDC).

The first of a series of Development Review Committee (DRC) meetings on the project was held on May 2, 2016. A tree inventory was completed by a certified arborist and a replacement plan that meets the requirements of the Land Development Code had been completed and approved. The developer was granted permission to clear the existing buildable lot and staff recommended the developer contact the neighbors prior to work commencing. Clearance was necessary due to the amount of deadfall, illegal dumping and dangerous trees on the property. Those factors presented a safety threat, would cause interference with the survey work and create a more difficult environment for clearing the lot because the vegetation would have leafed out. The tree replacement plan is provided as attachment 5.

Although the LDC does not require public input for a Permitted Principal Use, staff recognized the project would represent substantial change for the neighborhood and hosted an open house informational meeting on the project at City Hall on Wednesday, May 11th. Staff also met with several of the neighbors on multiple occasions on site and at City Hall. Neighborhood concerns have been incorporated into the project review to the greatest extent possible. Staff has also been in frequent communication on the progress of the project with several residents and has met with them individually and on site in smaller groups.

Throughout the DRC review process, staff has had an ongoing concern related to the stormwater drainage for this project. Due to the topography, the property receives stormwater runoff from multiple adjacent properties.

The developer worked diligently to develop a site plan that utilizes overland flow to drain the property. The development site, which is limited to the .61 acre parcel adjacent to Woodley Street, is primarily flat with less than a 2% grade change from front to back. A preliminary grading plan was submitted that utilized overland flow and perforated drainage pipe to address the stormwater concerns for this site. Due to the limited grade change, the City Engineer recommended extending municipal storm sewer into the site to provide a long-term solution for this area. A final grading plan has been submitted by a certified civil engineer that addresses this issue and incorporates this solution. As this involves public infrastructure, a legal agreement is required and has been drafted by the City Attorney.

The development agreement for the storm sewer improvements detailing the stipulations for the installation of the public improvements is listed as attachment 2. Since more than half of the drainage comes from neighboring properties and will require the installation of two additional catchment basins, staff has proposed a cost split where the City of Northfield covers 65% of the costs. The agreement has been structured as a simple reimbursement where the developer will construct the project and the City will reimburse 65% of the costs, not to exceed \$39,000.

Financial Impacts:

The financial impact to the City of Northfield will be a maximum of \$39,000 and will require a budget amendment to utilize storm water fund balance for the improvements.

Tentative Timelines:

If City Council approves the agreement, site grading and utility work will commence as soon as possible following the issuance of a grading permit.