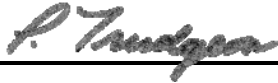


REQUEST FOR COUNCIL ACTION

Date: 07/12/2010

Item No.: 12 . C

Department Approval



City Manager Approval



Item Description: PUD Development Schedule Amendment for Roseville Crossings LLC
Redevelopment at 1126 Sandhurst Drive/2167 Lexington Avenue
(PF09-003)

BACKGROUND

On July 13, 2009, the City Council approved a final development plan and PUD Agreement for the redevelopment of 1126 Sandhurst Drive and 2167 Lexington Avenue from a single-family house and TCF Bank into a professional office building. See Attachment B to review the final PUD Agreement.

Section 4.5 of PUD Agreement #1385 states:

Failure by the DEVELOPER to commence development activity in accordance with the final development plans or within one year following the final approval of this PUD will necessitate the approval of an extension of the development schedule by the City Council prior to the expiration of the one-year period. If an extension is not applied for, the Council may instruct the Planning Commission to initiate rezoning to the least intensive zoning district consistent with the land use designation of the Comprehensive Plan. For purposes of this provision, development activity shall be defined as obtaining a building permit and beginning construction on the site.

Roseville Crossing LLC, the developer, requested a one-year extension to this agreement in a letter dated June 17, 2010. As stated in the letter, the developer is requesting an additional year to secure a secondary tenant for the development, which has been delayed due to the current economic climate. See Attachment C to review this letter.

With assistance from the City Attorney, staff has prepared a draft amendment to the PUD Agreement. This amendment grants a one-year extension to the development schedule, acknowledges that all other terms and conditions of the PUD Agreement remain in place, and requires the developer to pay the fee to record the amendment with Ramsey County. See Attachment D to review the proposed amendment.

POLICY OBJECTIVE

The City's 2030 Comprehensive Plan supports working with property owners and developers to encourage the redevelopment of commercial properties (Chapter 7, Policy 4.2).

BUDGET IMPLICATIONS

Granting the extension and approving this PUD amendment does not impact the City's budget.

30 **STAFF RECOMMENDATION**

31 Staff recommends the City Council approve the amendment to PUD Agreement #1385, granting
32 a one-year extension to the development scheduled described in item 4.5 of this agreement. As
33 described in the developer's extension request, due to the economic climate, the developer has
34 been unable to secure a second tenant for the proposed building. Granting this extension allows
35 the developer to continue to market this site without having to go through the land entitlement
36 process a second time.

37 **REQUESTED COUNCIL ACTION**

38 **By motion, approve an amendment to PUD AGREEMENT #1385** granting a one-year to
39 extension to the development schedule subject to the terms and conditions identified in
40 Attachment D.

Prepared by: Jamie Radel, Economic Development Associate

Attachments: A: Site map
B: PUD Agreement #1385
C: Extension request from Roseville Crossing LLC dated June 17, 2010
D: Proposed PUD amendment

Attachment A: Location Map for Planning File 09-003



Prepared by:
Community Development Department
Printed: February 24, 2009

Site Location

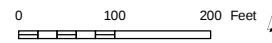
Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (2/4/2009)
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.



mapdoc: planning_commission_location.mxd

**CITY of ROSEVILLE
PLANNED UNIT DEVELOPMENT AGREEMENT #1385
JULY 13, 2009 (PF09-003)**

INITIAL DEVELOPMENT AGREEMENT AND PLANNED UNIT DEVELOPMENT ZONING DISTRICT STANDARDS, approved by the Roseville City Council on July 13, 2009, and entered into between the City of Roseville, a Minnesota municipal corporation (herein referred to as "CITY"), and Roseville Crossing LLC 1625 Energy Park Drive, Suite 100, St. Paul, Minnesota, 55108 (herein referred to as "DEVELOPER").

1.0 Effective Date of Agreement

This Development Agreement shall be effective upon completion of the following: 1) passage of Ordinance #1385 (Rezoning of property to Planned Unit Development); 2) approval of final Planned Unit Development plans; 3) publication of the ordinance in the CITY's official newspaper; 4) execution of this agreement by the CITY and the DEVELOPER; and 5) recording of this agreement with Ramsey County.

2.0 Request for Planned Unit Development Approval

The DEVELOPER has asked the CITY to approve a Planned Unit Development (PUD) (PF09-003) that creates a multi-tenant office development on the Subject Property described as:

1126 Sandhurst Drive (PIN: 10-29-23-44-0072) City of Roseville, Ramsey County, Minnesota; which is legally described as: *Broadview Addition Lot 2 Block 2*

and

2167 Lexington Avenue (PIN: 10-29-23-44-0071) City of Roseville, Ramsey County, Minnesota; which is legally described as: *Broadview Addition Lot 1 and Lot 15 Block 2*

3.0 Rezoning

3.1 The CITY conducted hearings and meetings to consider various aspects of the PUD, including rezoning of the Subject Property to PUD; dates of hearings and meetings include March 4, 2009 (Planning Commission – public hearing on Rezoning and General Concept plan), March 23, 2009 (City Council – initial discussion of General Concept), April 20, 2009 (City Council – work session with the DEVELOPER to work out development details), May 11, 2009 (City Council

- hearing and approval of General Concept plan), and July 13, 2009 (City Council
- hearing and action on rezoning, Final Development Plan, and PUD Agreement).

- 3.2 The CITY agrees to rezone the Subject Property to PUD, subject to the DEVELOPER's compliance with the approved plans, and the terms and conditions of this Development Agreement. Where this PUD is silent, the general zoning and development requirements and the standards of the least intensive zoning district consistent with the land use designation of the Comprehensive Plan shall govern.

4.0 Initial Development

- 4.1 The CITY hereby grants approval of the final PUD plan of the DEVELOPER, subject to the DEVELOPER's compliance with the terms and conditions of this Development Agreement and the conditions of the City Council approval on July 13, 2009. The CITY agrees to approve applications for building permits, provided: the plans meet all requirements for issuance of building permits, the plans are consistent with the plans approved at the final stage of the PUD process; the DEVELOPER has not defaulted; and all of the standards and conditions of this Development Agreement have been satisfied.
- 4.2 The DEVELOPER shall develop the Subject Property consistent with that described or shown in the following plans as approved by the City Council on July 13, 2009. If these plans vary from the written terms of this Development Agreement, the written terms shall control. In the event the plans address items not specifically addressed in this Development Agreement, the plans shall govern with respect to those items. The plans approved by the City Council on July 13, 2009, or as amended thereafter, include:
- A. ALTA Survey indicating existing site conditions with all lot dimensions, signed and dated January 12, 2009
 - B. Architectural site plan illustrating the building footprint, parking lot, property lines, and setbacks, revised June 18, 2009
 - C. Grading and drainage plan, revised June 26, 2009
 - D. Storm Water Pollution Prevention Plan, revised June 26, 2009
 - E. Utility plan with details, revised June 26, 2009
 - F. Lighting plan indicating locations, types, and specifications of lighting for the site, including photometric plan, dated February 9, 2009
 - G. Complete landscape plan, including materials list and planting details, indicating the size and location of all plant materials, revised June 26, 2009 to ensure that landscaping along Sandhurst Drive does not interfere with vehicle circulation
 - H. Floor plan indicating interior structure layout, revised June 5, 2009

- I. Exterior elevation drawings indicating structure height, facade details, and building materials, including the detached trash enclosure, revised June 5, 2009
 - J. Proposed development schedule indicating anticipated dates of beginning demolition, grading, building construction, paving, and landscaping, dated June 26, 2009
- 4.3 The DEVELOPER represents to the CITY that any site improvements pursuant to the proposed development will comply with all City, County, Regional, Metropolitan, State, and Federal laws and regulations, including but not limited to the Roseville Zoning Ordinance.
- 4.4 Development of the property and installation of improvements shall be in accordance with the plans and estimated development schedule provided by the DEVELOPER.
- 4.5 Failure by the DEVELOPER to commence development activity in accordance with the final development plans or within one year following the final approval of this PUD will necessitate the approval of an extension of the development schedule by the City Council prior to the expiration of the one-year period. If an extension is not applied for, the Council may instruct the Planning Commission to initiate rezoning to the least intensive zoning district consistent with the land use designation of the Comprehensive Plan. For purposes of this provision, development activity shall be defined as obtaining a building permit and beginning construction on the site.
- 4.6 Before the issuance of a building, grading, or excavation permit by the CITY, the DEVELOPER shall have posted with the CITY a landscape letter of credit or other security acceptable to the CITY in an amount equal to 150% of the estimated cost of all site restoration and landscaping in accordance with pertinent requirements of the City Code. The Community Development Director, following completion of plans and after the passage of two growing seasons, shall determine the specific amount of this letter of credit or other security.
- 4.7 Landscaping installed within the Sandhurst Drive right-of-way shall be provided, installed, maintained, and replaced as necessary by the DEVELOPER to ensure that the parking area remains screened in accordance with City Code standards.
- 4.8 The DEVELOPER shall clean from streets dirt and debris resulting from construction work by the DEVELOPER or its agents or assigns. The CITY will determine whether it is necessary to take additional measures to clean dirt and debris from the streets; after 24 hours' verbal notice to the DEVELOPER, the CITY may complete or contract to complete the clean up at the DEVELOPER's expense.

5.0 PUD Zoning District Standards

Pursuant to the guidance of the Comprehensive Plan, the following shall serve as the PUD zoning district requirements for the Subject Property and govern its use and development.

- 5.1 For initial development, the site plan (Exhibit A) illustrating the proposed structure, parking lot, property lines, and setbacks, revised July 9, 2009 shall represent the PUD zoning district standards. Where these requirements are silent, the general zoning and development requirements and the standards of the least intensive zoning district consistent with the land use designation of the Comprehensive Plan shall govern.
- 5.2 Use of the Subject Property shall be limited to the uses depicted in the approved plans identified in this Development Agreement and the permitted and accessory uses in the least intensive zoning district consistent with the land use designation of the Comprehensive Plan.

6.0 Developer's Default

- 6.1 For purposes of this Development Agreement, the failure of the DEVELOPER to perform any covenant, obligation, or agreement hereunder, and the continuance of such failure for a period of 30 days after written notice thereof from the CITY (or such longer period of time as may reasonably be necessary to cure any such default, if such default is not reasonably curable within such 30 day period) shall constitute a DEVELOPER default hereunder. Within the 30 day period after notice is given, a request may be made for a hearing (by either party) to be held before the Roseville City Council to determine if a default has occurred. Upon the occurrence of DEVELOPER default, the City may withhold any certificate of occupancy for improvements proposed to be constructed.
- 6.2 Notwithstanding anything herein to the contrary, the DEVELOPER may convey a parcel or parcels of land within the PUD to a third party, which conveyed parcels shall remain subject to all of the terms of the PUD specifically relating to said parcels. In that connection, the parties agree as follows:
 - A. A default by the DEVELOPER, or its successors in interest, in the performance of the obligations hereunder, will not constitute a default with regard to the conveyed parcel and will not entitle the CITY to exercise any of its rights and remedies hereunder with respect to such conveyed parcel, so long as such conveyed parcel otherwise complies with applicable provisions of the PUD.
 - B. A default with regard to a conveyed parcel will not constitute a default with regard to the parcels retained by the DEVELOPER or other conveyed parcels, so long as such retained or other conveyed parcels otherwise comply with applicable provisions of this Development Agreement.

7.0 Miscellaneous

- 7.1 This Development Agreement shall be binding upon the parties, their heirs, successors, or assigns, as the case may be.
- 7.2 Breach of any material term of this Development Agreement by the DEVELOPER shall be grounds for denial of building permits, except as otherwise provided in Section 6 of this Development Agreement.
- 7.3 If any portion, section, subsection, paragraph, sentence, clause, or phrase of this Development Agreement is for any reason held invalid as a result of a challenge brought by the DEVELOPER, their agents, or assigns, the balance of this Development Agreement shall nevertheless remain in full force and effect.
- 7.4 This Development Agreement shall run with the Subject Property and shall be recorded in the Ramsey County Recorder's Office by the CITY.
- 7.5 This Development Agreement shall be liberally construed to protect the public interest.

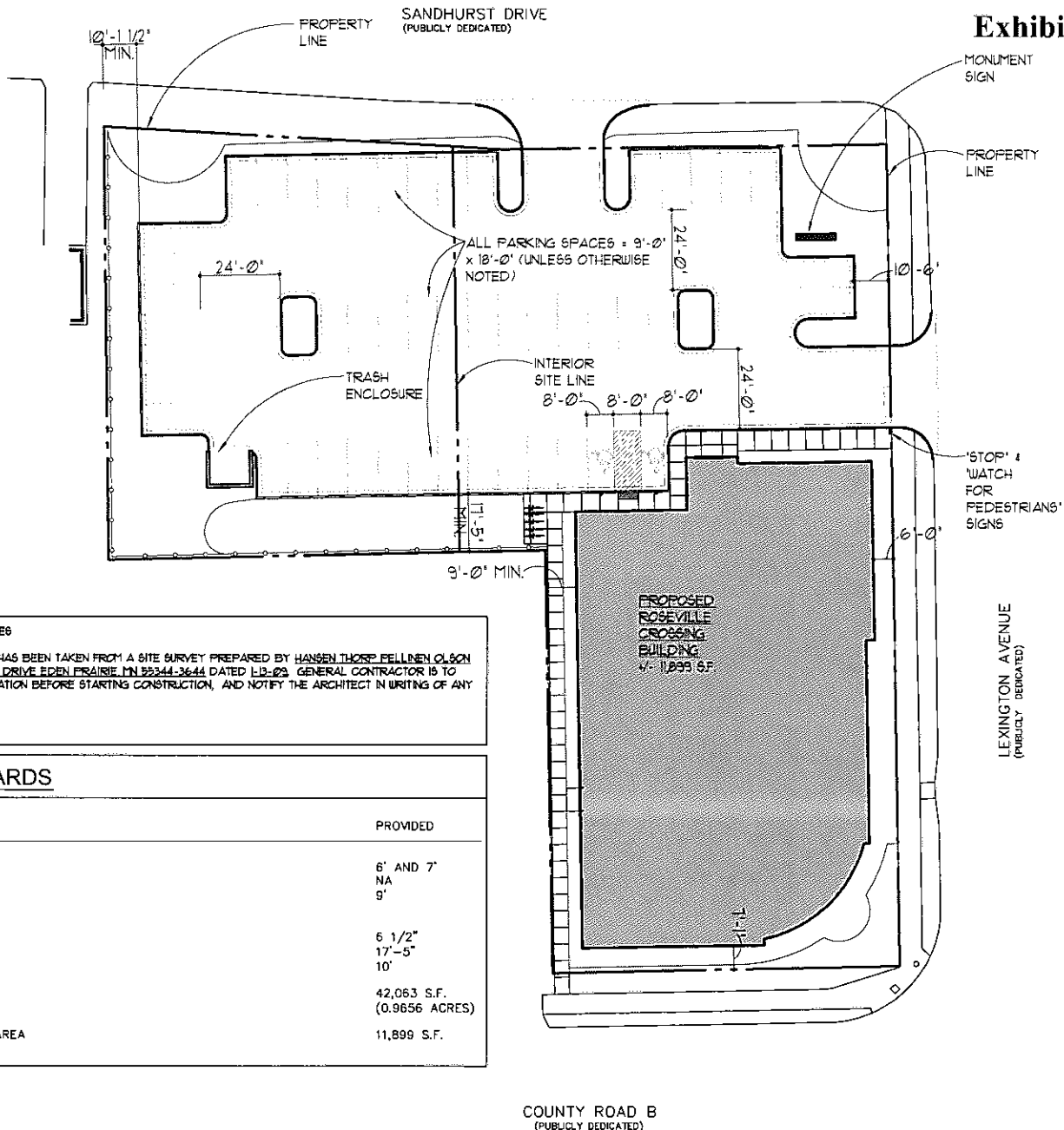
8.0 Notices

- 8.1 Required notices to the DEVELOPER shall be in writing and shall be either hand delivered to the DEVELOPER, their employees, or agents, or mailed to the DEVELOPER by certified or registered mail at the following address:

President of Roseville Crossing LLC
1625 Energy Park Drive, Suite 100
Saint Paul, Minnesota 55108
- 8.2 Notices to the CITY shall be in writing and shall be either hand delivered to the Community Development Director, or mailed by certified or registered mail, in care of the Community Development Director, at the following address:

Community Development Director
2660 Civic Center Drive
Roseville, MN 55113

Exhibit A



SITE PLAN GENERAL NOTES

A) SITE INFORMATION HAS BEEN TAKEN FROM A SITE SURVEY PREPARED BY HANSEN THOMPSON ELLIEN OLSON INC. 1612 MARKET PLACE DRIVE EDEN PRAIRIE, MN 55344-3644 DATED 1-13-03. GENERAL CONTRACTOR IS TO VERIFY ALL SITE INFORMATION BEFORE STARTING CONSTRUCTION, AND NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES.

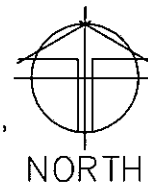
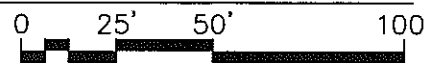
PUD STANDARDS

	PROVIDED
BUILDING SETBACKS	
FRONT	6' AND 7'
REAR	NA
SIDE	9'
PARKING SETBACKS	
FRONT	6 1/2"
REAR	17'-5"
SIDE	10'
SITE AREA	42,063 S.F. (0.9656 ACRES)
PROPOSED BUILDING AREA	11,899 S.F.

A1

ARCHITECTURAL SITE PLAN

1"=50'-0"



POPE
ARCHITECTS

ROSEVILLE CROSSING
ROSEVILLE, MN

ARCHITECTURAL SITE PLAN

POPE ASSOCIATES INC.
1255 ENERGY PARK DRIVE | ST. PAUL, MN 55108-5118
PH. (651) 642-9200 | FAX (651) 642-1101

Commission No. 82443-07028C
Drawn by GV
Date 07-09-09
Sheet

A1

Wellington

MANAGEMENT, INC.



June 17, 2010

City of Roseville
Mr. Bryan Lloyd
Associate City Planner
2660 Civic Center Drive
Roseville, MN 55113

Dear Bryan:

Thank you for your interest in our project located at 2167 Lexington Avenue, Roseville MN. I am writing with an update on our progress for redevelopment at the subject property, and to request the City Council to consider a one year extension of our Planned Unit Development Agreement, #1385.

We entered into a Planned Unit Development Agreement, #1385 with the City of Roseville on July 13, 2009 in order to complete the development of an 11,500 SF new medical office building at County B and Lexington in Roseville, MN.

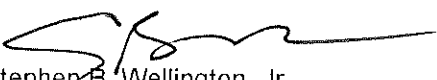
We remain committed to this project, its redevelopment, and the City's Cornerstone development concept. We are pleased with the appearance of our new development and feel our plans will provide new energy and excitement to this important node within the City of Roseville.

Per the terms of the Planned Unit Development Agreement #1385, Section 4.5 between the City of Roseville and Roseville Crossing LLC; we are requesting a one year extension of the Planned Unit Development Agreement #1385. The current economy has delayed our initial projected completion dates for this year. We continue to retain the dental group as our primary tenant, and have additional interest from other professional office prospects. We are making progress for the site's redevelopment.

We are very confident of the success of this new project. We are pleased to continue pursuing business opportunities with the City of Roseville.

Thank you for your attention to this matter.

Best Regards,



Stephen B. Wellington, Jr.
Chief Manager, Roseville Crossing LLC

DEVELOPMENT, LEASING & PROPERTY MANAGEMENT

1625 Energy Park Drive, Suite 100 • St. Paul, MN 55108 TEL (651)292-9844 FAX (651)292-0072
www.wellingtonmgt.com

**AMENDMENT TO PLANNED UNIT DEVELOPMENT
AGREEMENT #1385
JULY 12, 2010**

This is an amendment (herein referred to as the "Amendment") to the Planned Unit Development Agreement #1385 (herein referred to as the "Agreement") approved on July 13, 2009, and entered into between the City of Roseville, a Minnesota municipal corporation (herein referred to as the "City"), and Roseville Crossings, LLC, a Minnesota limited liability company (herein referred to as the "Developer").

WHEREAS, the City and the Developer previously entered into the above referenced Agreement pertaining to real property located at 1126 Sandhurst Drive and 2167 Lexington Avenue, in the City of Roseville, County of Ramsey, State of Minnesota, legally described as follows:

Lot 2, Block 2, Broadview Addition, and Lot 1 and Lot 15, Block 2, Broadview Addition ("Property"); and

WHEREAS, Section 4.5 of the Agreement provides that failure by the Developer to commence development activity in accordance with the final development plans or within one year following the final approval of the Agreement will necessitate the approval of an extension of the development schedule by the City Council prior to the expiration of the one-year period; and

WHEREAS, the Developer has not commenced development activity within the one year period and has requested an extension of the time in which Developer is required to commence such development activity; and

WHEREAS, the one-year period following the final approval of the Agreement is about to expire; and

WHEREAS, the City is agreeable to extend the period in which the Developer is to commence development activity for an additional one year period upon the terms and conditions stated herein;

NOW THEREFORE, the parties agree as follows:

1. The Developer is hereby given an additional one year to commence the development activity required under the Agreement.
2. Section 4.5 of the Agreement is hereby amended to read as follows:

Failure by the DEVELOPER to commence development activity in accordance with the final development plans or within two years following the final approval of this PUD will necessitate the approval of an extension of the development

schedule by the City Council prior to the expiration of the two year period. If an extension is not applied for, the Council may instruct the Planning Commission to initiate rezoning to the least intensive zoning district consistent with the land use designation of the Comprehensive Plan. For purposes of this provision, development activity shall be defined as obtaining a building permit and beginning construction on the site.

3. The parties reaffirm the Agreement as hereby amended, and agree that except as amended, all other terms and conditions of the Agreement shall remain the same.
4. The Developer agrees to pay all costs incurred by the City in recording this Agreement with the Ramsey County Recorder and/or Registrar of Titles.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of July 12, 2010.

CITY OF ROSEVILLE

By: _____
Craig Klausing, Mayor

By: _____
William J. Malinen, City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The forgoing instrument was acknowledged before me this _____ day of July, 2010, by Craig Klausing, Mayor, and William J. Malinen, City Manager, of the City of Roseville, a Minnesota municipal corporation, on behalf of said corporation.

Notary Public

ROSEVILLE CROSSING LLC

By: _____
Stephen B. Wellington, Jr., President

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The forgoing instrument was acknowledged before me this _____ day of July, 2010, by Stephen B. Wellington, Jr., President of Roseville Crossing LLC, a Minnesota limited liability company, on behalf of said company.

Notary Public