

Meeting Date: 01/12/2021

By: Tim Gladhill, Community Development

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**Information**

**Title:**

Adopt Resolution #21-021 Approving REVISED Sanitary Sewer Maintenance and Rain Garden Agreement for River Walk Village; Case of N & D Management, LLC

**Purpose/Background:**

The purpose of this case is to review a request by N & D Management Management, LLC to request an additional revision to the Council Approved Sanitary Sewer and Rain Garden Maintenance Agreement for River Walk Village. The Developer has accepted the maintenance obligations as approved by City Council. However, the Developer requested removal of the inspection requirement and frequency. After meeting with Public Works and Engineering Staff, City Staff is comfortable with this provision change.

A material change is requested by the is how the Agreement is signed and where the agreement is recorded. Instead of being recorded against individual properties after signed by the current owner (and passed down with each subsequent Buyer), the Agreement is proposed to be executed by the HOA (currently the same as Builder - Price Custom Homes) and recorded against HOA Property (not individual lots). In exchange, the HOA documents that are recorded against each individual property will be revised to reflect the existence of the Agreement. While not ideal, it is acceptable and has been reviewed by the City Attorney.

Please note that Staff was put in a difficult situation with a recent transaction. The Council approved an Agreement that the Developer continued to dispute after approval. Staff was aware that a closing was to occur in the near future and had repeatedly asked if this agreement had been disclosed and reminded the Developer that the agreement needed to be recorded against individual properties. The Developer did not disclose the agreement and asked Staff to quickly revise the day of closing. The Buyer ultimately contacted City Staff and Staff was able to close the loop and allow the closing to occur. Unfortunately, this materially changed the structure of the agreement. Staff believes the City's liability is still covered as outlined above.

This was a unique project and this process would not be followed in the future. Design Standards are being updated to eliminate this type of design as an option in the future. Moving forward, even if time is of the essence, projects will not be allowed to move forward until maintenance agreements such as this are executed and recorded.

The original case text begins below.

*When the River Walk Village project was approved, the sanitary sewer plans included a small, private forcemain. due to the . The forcemain was necessary because the topography of the site did not allow wastewater to gravity flow to connect with the existing sanitary sewer. This forcemain is much smaller (2-inch diameter) than the City's existing forcemains, so approval was contingent upon maintenance by the individual homeowners/HOA. The City does not have the appropriate equipment to remove any blockages from the small diameter pipe. The intent of this compromise was for the homeowners to be responsible for regular maintenance of the line.*

*Additionally, the Developer proposed a rain garden to meet the requirements of the Lower Rum River Watershed Management Organization. A requirement of that was also to enter into a maintenance agreement. Both obligations have been included in a single agreement.*

**Notification:**

*Notification is not required.*

**Observations/Alternatives:**

Alternatives:

1. Adopt Agreement as drafted
2. Do not approve the revision and require that the Developer record the originally approved agreement against individual properties

**Funding Source:**

The Applicant is responsible for all costs associated with processing the request.

**Recommendation:**

Staff recommends approval of the revised agreement.

**Action:**

Motion to adopt Resolution #20-265 approving revised version of Maintenance Agreement.

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**Attachments**

Site Plan

REVISED Maintenance Agreement

Resolution #21-021

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**Form Review**

**Inbox**

Bruce Westby

Kurt Ulrich

Form Started By: Tim Gladhill

Final Approval Date: 01/07/2021

**Reviewed By**

Bruce Westby

Kurt Ulrich

**Date**

01/07/2021 12:47 PM

01/07/2021 04:04 PM

Started On: 01/05/2021 07:41 PM

Councilmember introduced the following resolution and moved for its adoption:

**RESOLUTION #21-021**

**RESOLUTION APPROVING REVISED SANITARY SEWER AND RAIN GARDEN MAINTENANCE AGREEMENT FOR RIVER WALK VILLAGE**

**WHEREAS**, in 2018, the City approved the plat known as River Walk Village; and

**WHEREAS**, a contingency of approval was entering into a maintenance agreement for maintenance of the private sanitary sewer force main in public right of way as well as the maintenance of the private rain garden to ensure compliance with Lower Rum River Watershed Management Organization; and

**WHEREAS**, construction of the project began at the end of 2018, starting with the remediation of contaminated soils; and

**WHEREAS**, recording of this agreement was delayed until Certificates of Occupancy and the project is now substantially complete and ready for Certificates of Occupancy.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:**

- 1) That the City Council hereby approves the Sanitary Sewer and Rain Garden Maintenance Agreement; subject to City Attorney Review, with the following revisions.
  - a. The owners shall be responsible for routine maintenance, most notably removal of any blockages.
  - b. The City shall be responsible for replacement of the line if damaged.

That the motion for the adoption of the forgoing resolution was duly seconded by Councilmember Menth, and upon vote being taken thereon, the following voted in favor:

and the following voted against the same:

and the following abstained:

and the following were absent:

Existing Vacancy

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 12th day of January, 2021.

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Mayor

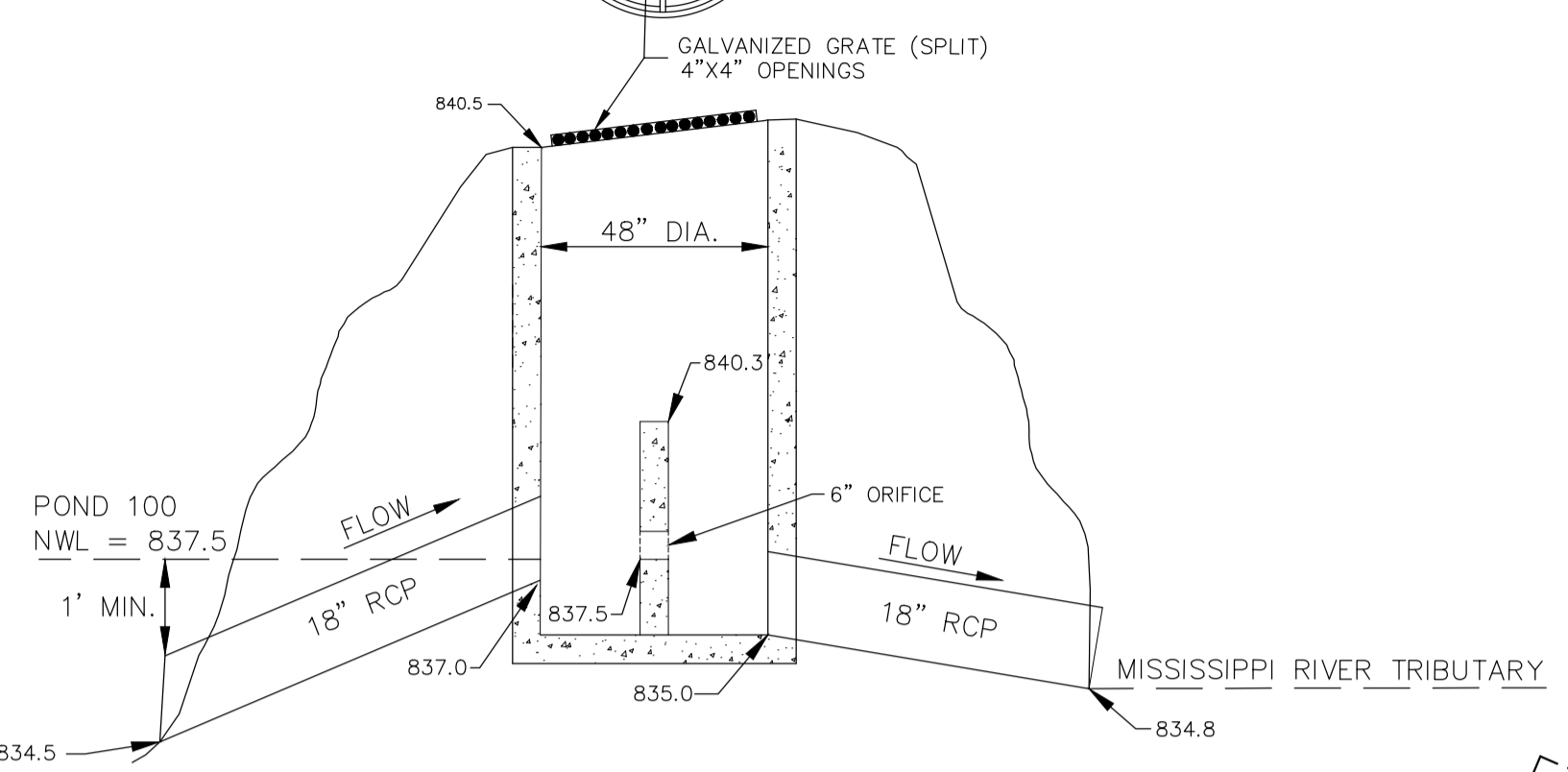
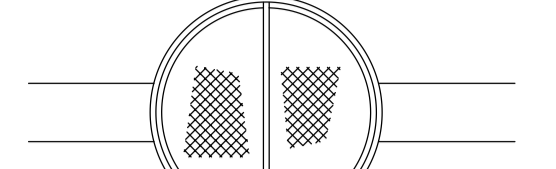
**ATTEST:**

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City Clerk

OUTLET CONTROL STRUCTURE

POND 100 (NOT TO SCALE)



SITE PLAN LEGEND

Table with columns for EXISTING and PROPOSED symbols. Includes items like LIGHT POLE, SANITARY MANHOLE, MISCELLANEOUS SIGN, EXISTING SPOT ELEVATION, EXISTING TREE, TELEVISION BOX, FIRE HYDRANT, FLUSHING HYDRANT, GATE VALVE, CLEANOUT, ELECTRIC BOX, GAS METER, CATCH BASIN, RAIN GUARDIAN, ELECTRIC METER, TELEPHONE BOX, UTILITY POLE, FLARED END SECTION (W/ RIP RAP), STORM MANHOLE, BREAKAWAY BOLLARD SERVICE, SOIL BORING/TEST HOLE, RETAINING WALL, WATERMAIN, SANITARY SEWER, FORCEMAIN, STORM SEWER, PROPERTY LINE, SETBACK LINE, CURB, WATER LINE, WETLAND, DITCH, TREE LINE, UNDERGROUND TELEPHONE, UNDERGROUND ELECTRIC, UNDERGROUND GAS, UNDERGROUND FIBEROPTIC, FENCE, OVERHEAD ELECTRIC, CONCRETE SURFACE, BITUMINOUS SURFACE, MAINTENANCE ACCESS, INFILTRATION BASIN, FEMA FLOODWAY, FEMA FLOODPLAIN.

U.S. HWY 10 / HWY 169

OUTLET F

Sanitary Sewer Force Main

Rain Garden

OUTLET A

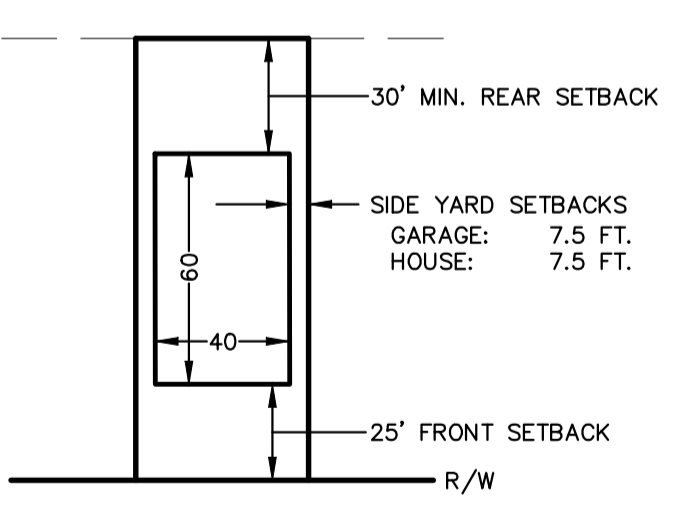
OUTLET B

OUTLET D

OUTLET

RIVLYN AVE. NW

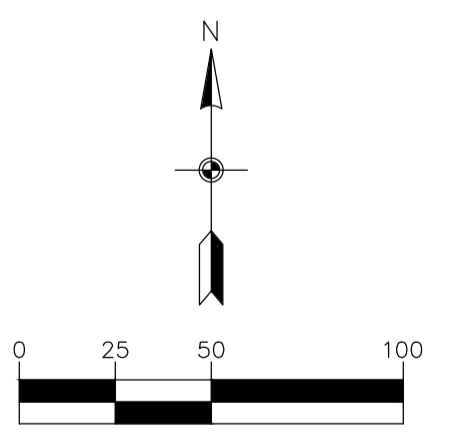
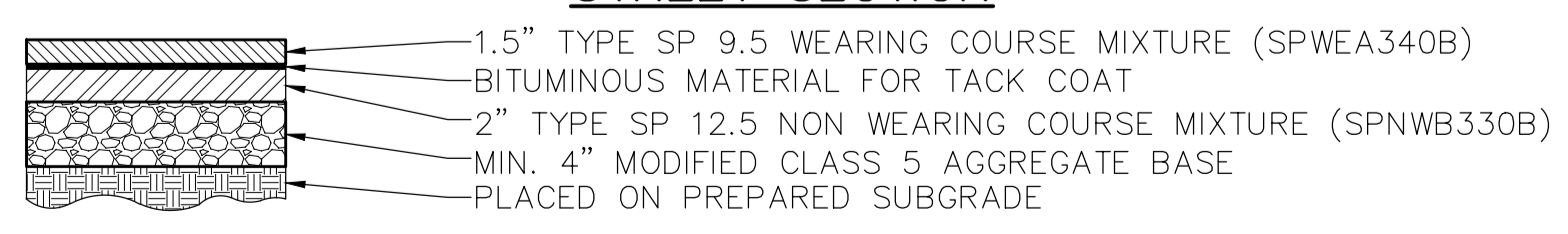
50' LOT DETAIL



LOTS 1-2, BLK 1 & LOT 1, BLK 2  
TYPICAL SERVICES SHALL BE:  
WATER: 1" COPPER TYPE K  
SEWER: 4" PVC SDR 26  
SERVICES TO BE BURIED AT 7.5' MINIMUM DEPTH  
CURB STOP TO BE PLACED AT THE R/W

LOTS 3-7, BLK 1, LOT 2 BLK 2 & LOTS 1-5, BLK 3  
\* TYPICAL SERVICES SHALL BE:  
WATER: 1" COPPER TYPE K  
SEWER: 1-1/4" HDPE IPS SDR 11  
DHO71-57 INDOOR GRINDER PUMP  
SERVICES TO BE BURIED AT 7.5' MINIMUM DEPTH  
CURB STOP AND CHECK VALVE TO BE PLACED AT THE R/W  
(SEE STAINLESS STEEL LATERAL ASSEMBLY DETAIL B)

STREET SECTION



BENCHMARK table with 2 entries: 1. MNDOT GSD Station #833, Named "Lumber MNDT RM 1", Elev. = 859.11; 2. MNDOT GSD Station #775, Named "E 257", Elev. = 863.67



3890 Pheasant Ridge Drive NE, Suite 100  
Blaine, MN 55449  
Phone: (763) 489-7900  
Fax: (763) 489-7959  
www.carlsonmccain.com

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: Brian J. Krystofiak, P.E.  
Signature: *Brian J. Krystofiak*  
Date: 1/25/19 License #: 25063

Drawn: ADB  
Designed: BJK  
Date: 1/25/19

Revisions:  
1. 4/4/19 per City Comments  
2. 5/16/19 per City Comments  
3. 7/26/19 per City Comments

VILLAGE BANK  
9298 Central Avenue NE  
Blaine, MN 55434

RIVER WALK VILLAGE  
Ramsay, Minnesota

PRELIMINARY SITE & UTILITY PLAN

*(Reserved for Recording Data)*

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## **PRIVATE SANITARY SEWER LINE AND RAIN GARDEN MAINTENANCE AGREEMENT**

THIS AGREEMENT (this “Agreement”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “City”), **N & D MANAGEMENT, LLC**, a Minnesota limited liability company (the “Owner”), and **River Walk Village Homeowners’ Association**, a Minnesota nonprofit corporation (the “HOA”).

### Recitals

1. The **OWNER** is the fee owner of certain real property contained within the plat of River Walk Village, filed for record in the office of the County Recorder, Anoka County, Minnesota. (“the Plat”).
2. The **OWNER** constructed a private sanitary sewer line within the public right of way, benefitting the residential lots contained on the Plat (“Private Sanitary Sewer Line”) within the boundaries of the Plat, as shown on Exhibit A, attached hereto.
3. The **OWNER** constructed a private rain garden on Outlot E, River Walk Village, Anoka County, Minnesota (the “Rain Garden”) to meet the requirements of the Lower Rum River Watershed Management Organization. Outlot E is owned by the HOA and is defined as a Common Element in the Declaration of Covenants, Conditions and Restrictions for River Walk Village, filed for record in the office of the County Recorder, Anoka County, Minnesota as document number 2273534.005.
4. The **CITY** approved the Plat conditioned on the requirement that the **HOA** enter into an agreement for the maintenance of the Private Sanitary Sewer Line for the Plat.
5. The **HOA** is a Minnesota nonprofit corporation constituting and acting as the homeowners’ association for the property contained within the Plat, which is being developed as a planned community.

6. The **CITY, OWNER and HOA** desire to set forth their understanding with respect to the construction, repair and maintenance of the Private Sanitary Sewer Line and Rain Garden and the responsibility relating to the costs of the repair and maintenance of the Private Sanitary Sewer Line and Rain Garden.

**NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:**

1. Recitals Incorporated. Recitals above are hereby incorporated into this Agreement.
2. Construction of the Private Sanitary Sewer Line and Rain Garden. The **OWNER** constructed the Private Sanitary Sewer Line and Rain Garden according to the plans approved by the City Council and on file with the City at its sole cost and expense.
3. Maintenance of the Private Sanitary Sewer Line. Other than the specific exceptions set forth below, the **HOA** will be responsible for maintenance and repair of the Private Sanitary Sewer Line, including, without limitation, removal of any blockages to the service lines and/or main line. Without limiting the foregoing, if any inspection by the **HOA** or **CITY** staff, reveals that the Private Sanitary Sewer Line (i) is not functioning as originally designed and intended; or (ii) is in need of repair, the **HOA** agrees to restore the Private Sanitary Sewer Line so that it functions as originally designed and intended pursuant to the Plans, subject to the review and approval of the City, which approval shall not be unreasonably withheld or delayed. The foregoing shall be subject to the following exceptions:
  - i) The **CITY** will be responsible for any and all repairs that require excavation under Rivlyn Avenue NW, Ramsey, Minnesota;
  - ii) The **CITY** will be responsible for replacement of the Private Sanitary Sewer Line in the event of damage beyond repair, not including individual service lines servicing individual dwellings; and
4. Recording. This Agreement shall be recorded in the Anoka County, Minnesota Recorder's Office at **OWNER'S** expense.
5. Maintenance of Rain Garden. The **HOA** shall maintain the Rain Garden in accordance with Lower Rum River Watershed Management Organization.
6. Assessment. Any repair or maintenance work undertaken by the **CITY** pursuant to this Agreement may be assessed pursuant to Minnesota Statutes chapter 429, the City Charter, and the then current assessment policy.
7. Terms and Conditions. The terms and conditions of this Agreement shall be binding upon, and shall insure to the benefit of, the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.**

*(Signature pages attached)*





**River Walk Village Homeowners' Association:**

By: \_\_\_\_\_  
Adam Price  
Its: President

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Adam Price, the President of River Walk Village Homeowners' Association, a Minnesota nonprofit corporation.

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

Exhibit A  
Plan of Private Sanitary Sewer Line