



ENGINEERING DEPARTMENT

DATE: October 25, 2016
FROM: Gabe Schell, PE | City Engineer 
ITEM: Development Agreement – Memory 1st Addition

REQUEST

Approval of development agreement with RBK Ventures, LLC and Ronald M and Ruth A Knutson for Memory 1st Addition

BACKGROUND INFORMATION

Due primarily to the partial annexation of Memory 1st Addition, staff is recommending a development agreement to state the terms, conditions and obligations of both the City of Bismarck and the developer. The developer has stated the primary factor contributing to the partial annexation is their current fireworks operation that would not be allowed by ordinance within city limits. The developer has committed to annexing the remaining lots and blocks of Memory 1st Addition within 3 years of the execution of the agreement and will file the petition for annexation contemporaneously with the execution of this Agreement. Other items within the agreement include:

- Signed petitions for water, sewer, street and lighting improvements on the portion Memory 1st Addition that will be annexed immediately
- Signed petitions for water, sewer and street improvements on the portion of Memory 1st Addition that will be annexed within three years effective at the time of annexation and when the developer elects to proceed with improvements on any lot within Memory 1st Addition
- Ridgedale Street from Elbowoods Lane to 57th Avenue will be removed at such time as the remaining annexation of Memory 1st Addition occurs and the public improvements have been completed

At this time we do not have a signed agreement but the developer has verbally agreed in principal to the majority of terms. The outstanding issue is language regarding how the removal of Ridgedale Street is paid.

If the plat is approved, we would request permission to hold the recording of the plat until the signed agreement has been approved by the commission and required petitions are provided by the developer

RECOMMENDED CITY COMMISSION ACTION

Approval of Developers Agreement with conditions listed

STAFF CONTACT INFORMATION

Gabe Schell, PE, City Engineer, 355-1505 gschell@bismarcknd.gov

DEVELOPMENT AGREEMENT

The City of Bismarck (the "**City**"), and RBK Ventures, LLC, their successors and assigns and Ronald M. and Ruth A. Knutson, their successors and assigns (the "**Developers**"), make the following Agreement ("**Agreement**") with regard to public and private infrastructure improvements on public right-of-way and through lands owned by the **Developer** ("**Developer's Property**"), as depicted Exhibit "A" (Final plat) attached hereto and incorporated herein by reference, such lands being in and adjacent to land being platted as Memory 1st Addition, located in Section 10, Hay Creek Township, Burleigh County, North Dakota (T139N-R80W).

The **Developer** desires to develop the land known as Memory 1st Addition. In exchange for the mutual performance of the parties under this Agreement, the parties hereby agree to the following terms, conditions and obligations:

1. Annexation will occur upon petition by the owner for Lot 1, Block 2, Memory 1st Addition, along with all of the Elbowoods Lane right-of-way adjacent to Lots 1 and 2, Block 1, and Lot 1, Block 2, and that part of the North 19th Street right-of-way from an extension of the southern right-of-way line of Elbowoods Lane north to the northern edge of the plat adjacent to Lots 1 and 2, Block 2 and Lots 3 and 4, Block 3. Contemporaneously with the execution of this Agreement, the **Developer** shall file with the City duly executed petition for annexation for the remaining portion of Memory 1st Addition which shall occur no later than 3 years from the date of execution of this Agreement.
2. The **City** and the **Developer** agree that, contemporaneously with the execution of this Agreement, the **Developer** shall file with the **City** duly executed petitions for the public improvements within Memory 1st Addition to install public improvements by three-way agreement as follows:

Water

Installed within the right of way along Ridgedale Street from 57th Avenue to Elbowoods Lane, Elbowoods Lane from Ridgedale Street to N 19th Street and N 19th Street from 30' south of Elbowoods Lane to the temporary cul de sac as shown on the plat.

Sewer

Installed within the right of way of Elbowoods Lane from Ridgedale Street to N 19th Street and N 19th Street from 30' south of Elbowoods Lane to the existing sanitary sewer trunk line north of the plat.

Street

Elbowoods Lane from Ridgedale Street to N 19th Street and N 19th Street from 25' south of the southern right of way line of Elbowoods Lane to the temporary cul de sac easement as shown on the plat north of Elbowoods Lane.

3. Contemporaneously with the execution of this Agreement, the **Developer** will also duly execute and deliver to the **City** a petition for street lighting along the entire length of the constructed streets which will be completed under a special assessment district. The assessed costs for street lighting for those lots not annexed at the time will be held in abeyance until such time as they are annexed. For streets not yet constructed, street lighting shall be installed in accordance with the City's current policies.
4. The **Developer** will also duly execute and deliver to the **City** petitions for all public improvements related to 57th Avenue from US Highway 83 to N 19th Street, N 19th Street from 57th Avenue to Elbowoods Lane and from the temporary cul de sac to the north plat boundary at the time the remaining parcels have been annexed and the **Developer** elects to proceed with improvements to any property within the Memory 1st Addition or such new development requires access across Hay Creek. Public improvements shall include all necessary storm water facilities, sanitary sewer, water and roadway improvements. These public improvements shall be constructed to minimum urban standards and completed prior to the issuance of building permits on Block 1, Block 3 or Lot 2, Block 2 in accordance with current city policy.
5. Ridgedale Street from Elbowoods Lane to 57th Avenue will be closed and removed by the **Developer** at such time as the remaining annexation of Memory 1st Addition as described in Paragraph 1 occurs and the public improvements as described in Paragraph 4 have been completed.

6. At the time N 19th Street is extended to and beyond the north plat boundary, the **Developer** shall remove the cul de sac and shall vacate the temporary cul de sac easement.
7. Prior to developing Lots 2 and 3, Block 3 or the adjacent N 19th Street south of Elbowoods Lane, the **Developer** will develop and submit for City approval, a plan for draining Lot 3, Block 3 into the storm water detention area located on Lot 1, Block 3. Prior to developing Lots 1 and 2, Block 2 or the adjacent N 19th Street south of Elbowoods Lane, the **Developer** will develop and submit for City approval, a plan for draining Lot 3, Block 3 into the storm water detention area located on Lot 1, Block 3. This is pursuant to the recommendation in the approved Storm Water Management Plan for Memory 1st Addition.
8. The **Developer** will provide an off-site easement for the sanitary sewer trunk line as shown on the utility master plan dated July 27, 2016, Exhibit B. The easement shall be provided prior to the City entering into the three-way agreement to install the trunk line.
9. Engineering fees incurred by the **City** either through a consultant contract or use of **City** engineering staff time associated with the improvements described in this Agreement will be allocated to each improvement pursuant to the City's current policies. If an improvement cost will be special assessed, the allocated engineering fee will be special assessed provided the **City** is party to the contract generating the fee.
10. All improvements within the public right-of-way adjacent to the Memory 1st Addition shall be completed in compliance with the provisions contained in the "Construction Specifications for Municipal Public Works Improvements," Bismarck, North Dakota, dated February 1969 and revised April 2014 or latest revision thereto, unless other documents such as the NDDOT Specifications supersede those requirements. All work shall be done by a contractor who is licensed and bonded to work within the City of Bismarck and the State of North Dakota, in conformance with the requirements of the North Dakota Century Code, and shall proceed only after the necessary permits and approvals have been obtained. Unless otherwise modified by this Agreement, all City development policies regarding public improvements must be followed.

11. Successors and Assigns. This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against the parties hereto and their respective transferees, successors and assigns

All portions of the public improvements described in this agreement not to be special assessed will be designed, contracted, and constructed according to the City's 3-way agreement process.

The City will issue certificates of occupancy when all building codes and safety requirements have been met.

This Agreement shall bind the parties, their successors, assigns, and heirs.

By: _____
Ronald M. Knutson

By: _____
Ruth A. Knutson

Attest: _____

Name: _____

Dated this ____ day of October, 2016

RBK Ventures, LLC

By: _____
Ronald M. Knutson, Partner

Attest: _____

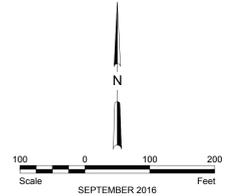
Name: _____

Dated this ____ day of October, 2016

MEMORY 1ST ADDITION

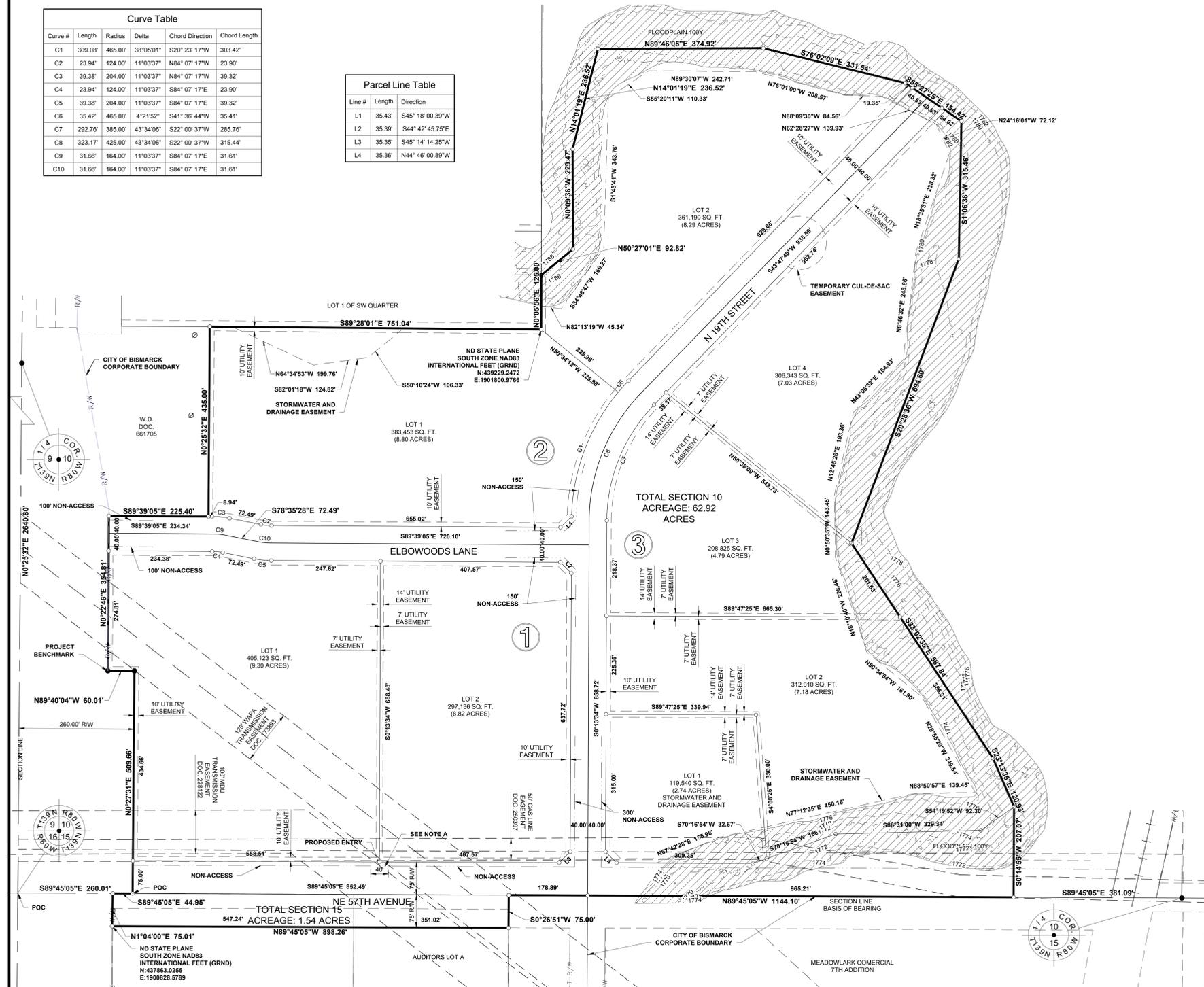
AUDITOR'S LOTS B, C, D AND PART OF AUDITOR'S LOT A OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 139 NORTH, RANGE 80 WEST AND THE NORTHERLY 75.00 FEET OF AUDITOR'S LOT A OF THE NORTHWEST QUARTER AND THE NORTHERLY 75.00 FEET OF THE WESTERLY 761.50 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, LESS U.S. HIGHWAY 83 RIGHT-OF-WAY SECTION 15, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE 5TH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA.

Exhibit A



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	309.08'	465.00'	38°05'01"	S20° 23' 17"W	303.42'
C2	23.94'	124.00'	11°03'37"	N84° 07' 17"W	23.90'
C3	39.38'	204.00'	11°03'37"	N84° 07' 17"W	39.32'
C4	23.94'	124.00'	11°03'37"	S84° 07' 17"E	23.90'
C5	39.38'	204.00'	11°03'37"	S84° 07' 17"E	39.32'
C6	35.42'	465.00'	4°21'52"	S41° 36' 44"W	35.41'
C7	292.76'	385.00'	43°34'06"	S22° 00' 37"W	285.76'
C8	323.17'	425.00'	43°34'06"	S22° 00' 37"W	315.44'
C9	31.66'	164.00'	11°03'37"	S84° 07' 17"E	31.61'
C10	31.66'	164.00'	11°03'37"	S84° 07' 17"E	31.61'

Parcel Line Table		
Line #	Length	Direction
L1	35.43'	S45° 18' 00.39"W
L2	35.39'	S44° 42' 45.75"E
L3	35.35'	S45° 14' 14.25"W
L4	35.36'	N44° 46' 00.89"W



PLAT INFORMATION
 EXISTING ZONING: AGRICULTURAL
 PROPOSED ZONING: MA LIGHT INDUSTRIAL
 LOT ACREAGE: 54.87± ACRES
 RIGHT OF WAY SECTION 10 ACREAGE: 10.01± ACRES
 RIGHT OF WAY SECTION 15 ACREAGE: 1.54± ACRES
 TOTAL ACREAGE: 66.53± ACRES
 BASIS OF BEARINGS: ND STATE PLANE SOUTH ZONE NAD83 (3302), ADJUSTMENT 1986. UNIT OF MEASURE IS INTERNATIONAL FEET.
 CONTOUR VERTICAL DATUM: NAVD 88
 FLOODPLAIN VERTICAL DATUM: NAVD 88
 TOPOGRAPHIC CONTOURS ARE DERIVED FROM SURVEY

BENCHMARK
 WEST CORNER OF LOT 1 BLOCK 1
 ELEV. 1846.02 NAVD 88

UNBUILDABLE LOTS
 LOT 1 BLOCK 3 - STORMWATER AND DRAINAGE EASEMENT

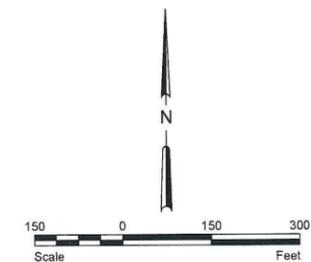
NOTE A:
 THE PROPOSED 40.00 FOOT WIDE PRIVATE ACCESS ON THE NORTH SIDE OF 57TH AVENUE, EAST OF US 83 AND WEST OF 19TH STREET, SHALL BE RESTRICTED IN THE FUTURE. A FULL ACCESS WILL BE ALLOWED ON TO 57TH AVENUE ON A TEMPORARY BASIS, WHEN 57TH AVENUE IS IMPROVED TO AN URBAN ROADWAY SECTION, OR TRAFFIC OPERATIONS DICTATES, OR SAFETY WARRANTS RESTRICTION. THIS ACCESS SHALL BE RESTRICTED AS NECESSARY TO PROTECT PUBLIC SAFETY, AND MINIMIZE IMPACTS TO ROADWAY CAPACITY.

LEGEND
 PLAT BOUNDARY: Solid line
 LOT LINE: Dashed line
 EASEMENT: Dotted line
 NON ACCESS LINE: Long dashed line
 IRON MONUMENT FOUND: Solid circle
 IRON MONUMENT SET: Open circle
 MEASURED DISTANCE: 303.20'
 MEASURED BEARING: N89°27'53"W
 FLOODWAY: Hatched area
 FLOODPLAIN - 100YR: 1791 (NORTH) TO 1775 (SOUTH)
 FEMA MAP NO. 38015C0785D
 REVISED AUGUST 4, 2014

W:\Bismarck\1481\1323 - Bismarck - Section 9 and Section 15, 150 80\1323-003 - Section 15 Development\CD\1323\1323.dwg, Plot, 12/29/2016 9:15 AM, (vland)

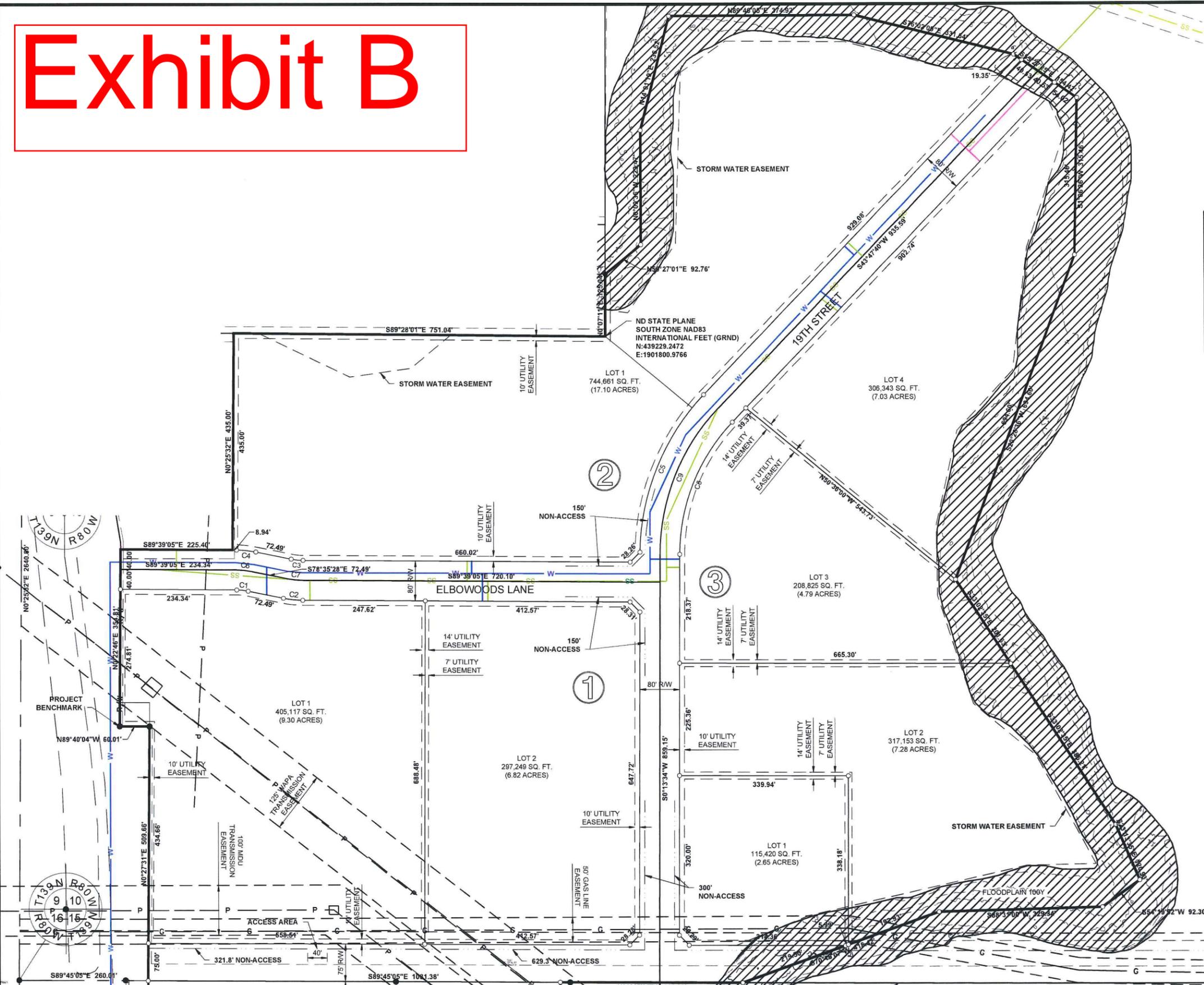
	Bismarck
	P: 701.323.0200 F: 701.323.0300

Exhibit B



LEGEND	EXISTING	NEW
SANITARY SEWER		
STORM SEWER		
WATERMAIN		

NOTE: PARCEL ACREAGE AND BOUNDARIES ARE APPROXIMATED AND NOT SURVEYED



H:\Bismarck\JBN\3355 Ron Knutson - Section 9 and Section 10, 139 80\3355-004 Section 10 UTILITIES.dwg-Layout1-8/23/2016 3:24 PM-(lavistad)

No.	Revision	Date	By

Houston Engineering Inc.

Bismarck		Drawn by	Date
P: 701.232.0200		AV	6-27-16
F: 701.323.0300		Checked by	Scale
		MG	AS SHOWN

MEMORY 1ST
UTILITY MASTER PLAN
BISMARCK, NORTH DAKOTA

REVISED UTILITY
MASTER PLAN
PROJECT NO. 5355-004

SHEET
1 of 1