

**CITY OF RAMSEY
DEVELOPMENT AGREEMENT
FOR NORTHGATE ADDITION**

This Agreement dated this _____ day of _____, 2013, and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and Northgate Church Inc., a Minnesota Non-Profit Corporation ("**PERMITTEE**")

WHEREAS, **PERMITTEE** is the fee owner of land legally described as follows:

Outlot A, RAMSEY TOWN CENTER 14TH ADDITION, subject to easement of record,
Anoka County, Minnesota

-or upon recording-

Lot 1, Block 1, NORTHGATE ADDITION

(the "Property")

WHEREAS, **PERMITTEE** has received approval from the **CITY** for NORTHGATE ADDITION (the "Plat");

THEREFORE, THE **CITY** AND **PERMITTEE** AGREE AS FOLLOWS:

1. Conditions of Approval. The **CITY** hereby approves the Plat on condition that:
 - a. **PERMITTEE** enter into this Agreement, and
 - b. **PERMITTEE** provide the necessary security in accordance with the terms of this Agreement pursuant to the City Code.
2. Development Plans. **PERMITTEE** shall develop the **Plat** in accordance with the Final Plat Plans prepared by Bolton & Menk dated September 13, 2012 (the "Plans"). The Plans shall not be attached to this Agreement, but are in **CITY** files.
3. Stage I Improvements Required. The Stage I Improvements the **CITY** requires that **PERMITTEE** construct within the Property are as follows:
 - a. Trunk and lateral sanitary sewer (already constructed)
 - b. Trunk and lateral water mains (already constructed)
 - c. Storm drainage facilities (already constructed)
 - d. Stormwater maintenance though 90 percent buildout (already completed)
 - e. Streets (already constructed)
 - f. Concrete curb and gutter (already constructed)
 - g. Street traffic control signals (already constructed)
 - h. Lot grading (covered in Development Permit)
 - i. Trail development (not required)
 - j. Sidewalk completion to **CITY** sidewalk width standards
 - k. Electricity (within one-fourth mile of Property)
 - l. Phone (within one-fourth mile of Property)
 - m. Natural gas (within one-fourth mile of Property)
 - n. Boulevard sodding

- o. Water shut off boxes (already completed)
- p. Easement acquisition
- q. As-built plans (covered in Development Permit)
- r. Stage I financial surety

(“Stage I Improvements”)

PERMITTEE agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans. The Plans are subject to revisions per City Staff Review Letter dated September 28, 2012. The final construction plans for the Stage I Improvements shall be submitted to the City Engineer for review and approval prior to commencement of construction on the Stage I Improvements.

PERMITTEE agrees to provide specifications, subject to review and approval of the City Engineer, for construction and restoration of utilities within Sunwood Drive. Work must be completed under traffic, be brought up to grade, and must be restored to existing conditions within 24 hours.

PERMITTEE shall be responsible for completing the rough grading of the Property and providing lot corner stakes prior to the installation of underground utilities as set forth above.

4. Stage I Improvement Financial Guarantee. **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage I Improvements and their timely completion. **PERMITTEE** shall be responsible for a financial guarantee in the amount of Twenty-Three Thousand Six Hundred Eighty-Five Dollars and No Cents (\$23,685.00), which amount is 125% of the City Engineer’s estimated cost of Stage I Improvements. The financial guarantee shall be deposited with the **CITY** at the time of recording of the Plat. Upon completion of Stage I Improvements (including the removal of “temporary” erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, any surplus remaining balance in the **CITY**’s escrow account shall be promptly refunded to **PERMITTEE**.
5. Inspection Fees. **PERMITTEE** shall be responsible for all inspection costs incurred by the **CITY** related to the installation of Stage I Improvements that require inspection by the **CITY**’s Engineering Division. **PERMITTEE** shall make a cash deposit into the appropriate escrow account at the **CITY**, and the **CITY** shall have authority to draw upon these funds for the purpose of compensating for inspection services. The amount of the deposit shall be equal to five percent (5%) of the estimated cost of the Stage I Improvements. **PERMITTEE** shall be responsible for a cash deposit in the amount Nine Hundred Forty-Seven Dollars and No Cents (\$947.00). Upon completion of the Improvements to the satisfaction of the **CITY**, any surplus remaining balance in the **CITY**’s escrow account shall be promptly refunded to **PERMITTEE**.
6. Installation. Stage I Improvements shall be installed in accordance with the Plans and in accordance with **CITY** standards, City Code and those plans and specifications which have been prepared by a registered professional engineer presented to the **CITY** by **PERMITTEE** and approved by the City Engineer. **PERMITTEE** shall obtain all necessary permits from all agencies before proceeding with construction and the Stage I Improvements. Within thirty (30) days after the completion of the Stage I Improvements and before the security is released, **PERMITTEE** shall supply the **CITY** with a complete set of reproducible “As Built” plans.

7. Time of Performance. **PERMITTEE** shall install all Stage I Improvements by December 1, 2013. **PERMITTEE** may, however, request an extension of time from the **CITY**. If an extension is granted, it shall be conditioned upon updating the security posted by **PERMITTEE** to reflect any cost increases.
8. Ownership of Improvements. Upon the completion of the work and construction required to be done by this Agreement, the Stage I Improvements lying within public easements shall become **CITY** property without further notice or action.
9. License. **PERMITTEE** hereby grants the **CITY**, its agents, employees, officers, and contractors, a license to enter the Plat to perform all necessary work and/or inspections, on each respective property, deemed appropriate by the **CITY** during installation of Stage I Improvements by the **CITY**. The license shall expire after the Stage I Improvements installed pursuant to this Agreement have been installed and accepted by the **CITY**.
10. Stage II Improvements. The Stage II Improvements which the **CITY** requires **PERMITTEE** to construct within the Plat are as follows:
 - a) Street striping and signing (complete)
 - b) Seal coating (complete)
 - c) Street lights
 - d) Inspections
 - e) Survey Monumentation
 - f) Stage II cash deposit

("Stage II Improvements")
11. Clean Up. **PERMITTEE** shall promptly clear from public streets and property any soil, earth, or debris resulting from the construction work on the Property.
12. Payment for Stage II Improvements. **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage II Improvements and their timely completion. **PERMITTEE** shall be responsible for a financial guarantee in the amount of Eight Thousand Four Hundred Thirty-Eight Dollars and No Cents (\$8,438.00), which amount is 125% of the City Engineer's estimated cost of Stage II Improvements. The financial guarantee shall be deposited with the **CITY** at the time of recording of the Plat. Upon completion of Stage II Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, any surplus remaining balance in the **CITY**'s escrow account shall be promptly refunded to **PERMITTEE**.
13. Street Cleaning. After the street surfacing is installed, **PERMITTEE**, shall clear any soil, earth, or debris from the streets resulting from any construction within the Plat by each of them. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the plat. It shall be **PERMITTEE'S** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.

14. **PERMITTEE Default.** In the event of default by **PERMITTEE** as to any of the work to be performed by it hereunder, the **CITY** may, at its option, perform the work and **PERMITTEE** shall promptly reimburse the **CITY** for any reasonable expense incurred by the **CITY**, provided **PERMITTEE** is first given written notice of the work in default, not less than 48 hours in advance. This Agreement is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the Subject Property. When the **CITY** does any such work, the **CITY** may, in addition to its other remedies, assess the cost in whole or in part to the benefitted property. **PERMITTEE** grants the City approval to seek reimbursement from any of **PERMITTEE'S** escrows held by the **CITY**.
15. Miscellaneous.
- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraphs or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
 - b. Written Amendments Only. The action or inaction of the **CITY** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the **CITY** Council. The **CITY'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
 - c. Compliance with Laws and Regulations. **PERMITTEE** represents to **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until **PERMITTEE** does comply. Upon the **CITY'S** demand, **PERMITTEE** shall cease work until there is compliance.
 - d. This Agreement shall run with the land and shall be recorded against the title to the Plat by **PERMITTEE**. After **PERMITTEE** has completed the work required of it under this Agreement, at **PERMITTEE'S** request, the **CITY** will execute and deliver a release of this Agreement.
 - e. Mailbox Locations. **PERMITTEE** agrees that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be necessary.
 - f. Boulevard and Area Restoration. **PERMITTEE**, on their respective lots, shall be responsible for the cost of establishing seed in all boulevards within thirty (30) days of the completion of the street improvements, and restoring all other areas disturbed by the development grading operation in accordance with the approved Grading and Erosion Control plan. **PERMITTEE** shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to this Plat resulting from grading performed in the development of the Allina Lot.
 - g. Construction, Hours and Entrance Signs. The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m. **PERMITTEE** is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

- h. Constructing Site Maintenance. **PERMITTEE** shall adhere to all **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.
- i. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I and Stage II Improvements, unless qualified as fixed amounts, are estimated. **PERMITTEE** agrees to pay each portion of the entire cost of said improvements including interest, engineering and legal fees related thereto.
- j. Plat Approval Expenses. **PERMITTEE** agrees that it will pay to **CITY** all **CITY** expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Final Plat shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY'S** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this contract for payment.
- k. Reimbursement to the CITY. **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
- l. Marketable Title. Prior to recording of the Final Plat, **PERMITTEE** shall provide the **CITY** with proof of marketable title to the Plat either through a currently certified abstract, registered property abstract or title insurance.
- m. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the **CITY'S** Building Official, which authorizes the structure to be used for its intended purposes.
- n. Proof of Authority. The **CITY** requires **PERMITTEE** to provide proof of authority by their respective governing boards to execute this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority.
- o. Recording of This Contract. **PERMITTEE** shall record this Agreement in the office of the Anoka County Recorder. **PERMITTEE** agrees that the terms and provisions of this Agreement shall run with the land and shall bind the parties. Upon performance of **PERMITTEE'S** obligations under this Agreement and after one (1) year warranty and acceptance by the **CITY** that all Stage I Improvements, Stage II Improvements, and all requirements contained herein as complete, **CITY** will execute an instrument in recordable form acknowledging the termination of this Agreement within a reasonable timeframe.
- p. Violation of This Contract. If **PERMITTEE** fail to perform any of the terms of this Contract in the manner required by the **CITY**, the **CITY** shall be entitled to recover, from the defaulter, or the issuer of their financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Development Contract by **PERMITTEE** shall also be grounds for denial of Building Permits for buildings on the Property.

- q. Contract Binding On Successors and Assigns. This Development Contract shall be binding upon the parties, and their successors and assigns.
16. Requirements for Building and Occupancy Permits. The parties have executed a Development Permit of even date herewith governing the conditions of issuance of building and occupancy permits.
- a. No building permit for any lot in the Plat shall be issued until: (a) a Class 5 driving surface is installed to within 300 feet of the structure; (b) a Certificate of Survey, including that survey information required by the **CITY** has been supplied to the **CITY** Building Official; c.) all the financial guarantees required by the **CITY** have been satisfied; d.) a Permit from the Lower Rum River Watershed Management Organization has been obtained; (e) a Permit from Anoka County Soil Conservation District has been obtained (if necessary); and (f) this Development Agreement has been signed and received by the **CITY**.
 - b. No occupancy permit for any lot in the Plat shall be issued until: (a) vehicular access to the lot is provided, including the installation of at least one layer of bituminous surfacing; (b) all utilities are in place, operational and accepted by the **CITY**; (c) for lots that have a slope of less than 2%, a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, must be provided to the **CITY** documenting that the flattest grade on this lot is 1% or greater; and (d) boulevard sod and landscape trees, or escrow for same, have been provided.
17. Park Dedication. The Property is located in the City's Greenland Hills District. The current park dedication requirement is \$4,738 per commercial acre. The amount due on the Property is Six Thousand Four Hundred Forty Four Dollars and No Cents ($\$4,738.00 \times 1.36 \text{ acres} = \mathbf{\$6,444.00}$). **PERMITTEE** shall pay all park dedication fees before release of the plat for recording at Anoka County. The rate in effect at the time of execution of this Agreement will be collected.
18. Trail Development Fees. The current trail development fee is \$1,090 per commercial acre. The amount due on the Property is One Thousand Four Hundred Eighty Two Dollars and No Cents ($\$1,090.00 \times 1.36 \text{ acres} = \mathbf{\$1,482.00}$). **PERMITTEE** shall pay all fees before release of the plat for recording at the County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.
19. Sanitary Sewer Connection (Trunk) Fees. The current sanitary sewer connection fee is \$3,308 per acre. The total amount due on the Property is Four Thousand Four Hundred Ninety-Nine Dollars and No Cents ($\$3,308 \times 1.36 \text{ acres} = \mathbf{\$4,499}$). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.
20. Water Connection (Trunk) Fees. The current water connection fee is \$5,835 per acre. The total amount due on the Property is Seven Thousand Nine Hundred Thirty Six Dollars and No Cents ($\$5,835 \times 1.36 \text{ acres} = \mathbf{\$7,936.00}$). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.

21. Sanitary Sewer Lateral Fees. The current sanitary sewer lateral fee is \$3,328 per connection. The total amount due on the Property is Four Thousand Five Hundred Twentysix Dollars and No Cents ($\$3,328 \times \text{one (1) connection} = \mathbf{\$3,328.00}$). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.
22. Water Lateral Fees. The current water lateral fee is \$6,143 per connection. The total amount due on the Property is Six Thousand One Hundred Forty-Three Dollars and No Cents ($\$6,143 \times \text{one (1) connection} = \mathbf{\$6,143.00}$). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.
23. Stormwater Management Fee. The current stormwater management fee is \$4,465 per commercial acre. The amount due on the Property is Six Thousand Seventy Two Dollars and No Cents ($\$4,465.00 \times 1.36 \text{ acres} = \mathbf{\$6,072.00}$). **PERMITTEE** shall pay all fees before release of the plat for recording at Anoka County. The rate in effect at the time of execution of the Agreement will be collected.
24. Street Light Fee. The current street light fee for The COR is \$2,600 per light. The amount due on the Property is Thirteen Thousand Dollars and No Cents ($\$2,600 \times \text{five (5) lights} = \mathbf{\$13,000.00}$). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.
25. Street Light Operating and Maintenance Fee. The current street light operating and maintenance fee for The COR (first three years of operation) is \$294 per light. The amount due on the Property is One Thousand Four Hundred Seventy Dollars and No Cents ($\$294 \times \text{five (5) lights} = \mathbf{\$1,470.00}$). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.
26. Sidewalk Construction. **PERMITTEE** shall construct and pave on the Property, in accordance with **CITY** standards, a four (4) foot wide concrete sidewalk with pedestrian ramps in locations prescribed by the **CITY** as shown on the Plans and as amended by City Staff Review, at a grade not to exceed 5%.
27. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

AS TO PERMITTEE

Northgate Church, Inc./o Wayne Skaff15407 Krypton Street NWRamsey, MN 55303
With a copy to:

Wilbur F. Dorn Jr.
Dorn Law Firm, L td.
9380 Central Av NE

Blaine, MN 55434

AS TO CITY

City Administrator
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

With a copy to:

Development Services Manager
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

DRAFT

City of Ramsey

By: _____
Sarah Strommen, Mayor

By: _____
Kurt G. Ulrich, City Administrator

NORTHGATE CHURCH, INC.

By: _____

Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

On this _____ day of _____ 2013, before me a Notary Public within and for said County, personally appeared Sarah Strommen and Kurt G. Ulrich, to me personally known, who each by me dually sworn, each did say that they are respectively the Mayor and the City Administrator of Ramsey, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said municipal corporation

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by, Wayne Skaff, the Executive Pastor of Northgate Church, Inc., a Minnesota Non Profit Corporation under the laws of the State of Minnesota, on behalf of the corporation.

Notary Public