

City of Ramsey
Agenda
Economic Development Authority (EDA)
Thursday January 8, 2015
7:30 am
Lake Itasca Room, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Approve Agenda**
- 3. Approve Minutes**
 1. Approve the Following Meeting Minutes:
 - 1) EDA Regular Meeting - September 11, 2014
 - 2) EDA Regular Meeting - October 9, 2014
 - 3) EDA Regular Meeting - December 11, 2014
- 4. EDA Business**
 1. Consider Purchase Agreement with PSD LLC (portions may be closed to the public)
 2. Consider Purchase Agreement between NIK Management Group and the City of Ramsey for the Former Municipal Center Site (PORTIONS MAY BE CLOSED)
 3. Consider Forwarding New Policy for the Sale of City Owned Land to the City Council
 4. Consider Forwarding the 2015 EDA Workplan to the City Council
 5. Review Draft Closed Landfill Land Use Plan; Case of Minnesota Pollution Control Agency (MPCA)
- 5. Member/Staff Input**
- 6. Adjournment**

Economic Development Authority (EDA)

3. 1.

Meeting Date: 01/08/2015

By: Jo Thieling, Administrative Services

Title:

Approve the Following Meeting Minutes:

- 1) EDA Regular Meeting - September 11, 2014
- 2) EDA Regular Meeting - October 9, 2014
- 3) EDA Regular Meeting - December 11, 2014

Purpose/Background:

Purpose: The purpose is to approve the meeting minutes for the EDA meeting held the prior month.

Background: The meeting minutes are attached for review and approval.

Notification:

Observations/Alternatives:

Funding Source:

Recommendation:

Action:

Motion to approve the following EDA meeting minutes:

- 1) EDA Regular Meeting - September 11, 2014
 - 2) EDA Regular Meeting - October 9, 2014
 - 3) EDA Regular Meeting - December 11, 2014
-

Attachments

09 11 14 EDA Mts

10 09 14 EDA Mts

12 11 14 EDA Mts

Form Review

Form Started By: Jo Thieling
Final Approval Date: 12/23/2014

Started On: 12/23/2014 03:57 PM

**ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, September 11, 2014, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jim Steffen
 Member Philip Brunt
 Member John LeTourneau (arrived at 7:36 a.m.)
 Member Chris Riley
 Member Wayne Skaff
 Member Kristine Williams

Members Absent: Member Glen Hardin

Also Present: Ted LaFrance, Economic Development Coordinator
 Patrick Brama, Assistant City Administrator/Ec Development Manager
 Tim Gladhill, Community Development Director
 Nicole Wenberg, Public Information & Events Specialist

1. CALL TO ORDER

Chairperson Steffen called the Economic Development Authority meeting to order at 7:30 a.m.

2. APPROVE AGENDA

Member Skaff asked to have a moment of silence at 7:46 a.m. in memory of 9/11.

Motion by Member Brunt, seconded by Member Skaff, to approve the agenda.

Motion carried. Voting Yes: Chairperson Steffen, Members Brunt, Skaff, LeTourneau, Riley, and Williams. Voting No: None. Absent: Commissioner Hardin.

3. APPROVE MINUTES

3.01: Approve Meeting Minutes Dated August 14, 2014

Member Riley stated under Item 5.2, EDA updates, the sentence states “Member Chris Riley asks about the Beauty Center.” He stated did not ask about a beauty center and suggested the sentence be changed to “Member Riley asked what type of user would be appropriate for leasable space for the second floor of the Ramsey Municipal Center.” Followed by: “Assistant to the City Administrator Brama indicated a non-profit Government or private office may be acceptable.”

Motion by Member Riley, seconded by Member Skaff, to approve the August 14, 2014, minutes as amended.

Motion carried. Voting Yes: Chairperson Steffen, Members Riley, Skaff, Brunt, LeTourneau, and Williams. Voting No: None. Absent: Commissioner Hardin.

4. EDA BUSINESS

There were no items.

Member LeTourneau arrived at 7:36 a.m.

5. MEMBER / STAFF UPDATE

5.01: EDA Updates

Economic Development Coordinator LaFrance reviewed the updates to the current projects.

Member Riley asked if Prospect Red is still progressing and in negotiations.

Economic Development Manager LaFrance stated they are not in negotiations on the parcel he mentioned but are working on their building.

Member Steffen asked if Prospect Red knew that Prospect Season was interested and in contact.

Economic Development Manager LaFrance indicated they did.

Economic Development Coordinator LaFrance continued to update the Board on ongoing projects.

Community Development Director Gladhill stated things are moving forward with PSD's proposal. He reviewed the progress to date.

Assistant City Administrator/Economic Development Manager Brama stated the scheduled closing is set for Monday.

Member LeTourneau stated in regard to the density piece, this has to do with market demand. He noted they are reviewing the projects on a case-by-case basis.

Community Development Director Gladhill stated they are not necessarily stating the density will not be achieved, they are making it easier to get to those densities by not setting the bar too high on the first projects. They are not giving up on the vision, they are making it easier to build towards that density.

Chairperson Steffen asked when the Master Plan was developed for the density.

Community Development Director Gladhill stated originally it was a part of the Ramsey Town Center in 2003. He stated most recently in 2011, after they went through a revision process they changed how they approached the development pattern and concentrated on the first quarter mile.

Chairperson Steffen asked if there has been any research done that indicated the economy supported it.

Community Development Director Gladhill stated there have been market studies done. The Northstar Community Development Authority finished up a study in 2012-2013 that supported some of this. The Planning Commission mentioned this is a good time to look at that plan.

Chairperson Steffen asked if the purchase agreement was passed by the Council unanimously. He stated it was troubling to him that after it went to the Council, it went to zoning and items were red flagged and now it appears that the deal potentially may not close.

Community Development Director Gladhill stated the development and zoning plans were well known and it was stated that they would be able to meet those standards. As PSD started to go through their planning, they started to have trouble reaching the standards and as part of their natural process of design, they found some better market data.

Chairperson Steffen asked if the proposal was far from what the City wanted.

Community Development Director Gladhill did not think the City wanted to risk losing the project and have planned several alternatives in order to make the project happen.

The Board paused for a moment of silence at 7:47 a.m. to remember the victims of 9/11.

Member Riley stated at the Council meeting, there was no discussion about forcing the deal or losing it. PSD was being flexible in working with staff and they were looking for direction. PSD is willing to build the parking ramp if the numbers work.

Member LeTourneau agreed.

Member Williams stated in her experience, this type of due diligence process is part of a development like this. There is usually a rapid turnaround from the time a purchase agreement is signed to the closing date and for a commercial project of this size that is short. PSD is asking what modifications are required and it does not sound concerning to ask for a change in the density. Member Williams asked what options there are to modify at this point.

Member Riley stated market forces were also discussed at the Council meeting. There was no talk about government forcing what it is going to look like.

Chairperson Steffen asked if it would be appropriate to ask for the PSD market study.

Community Development Director Gladhill stated it was not intended to see every detail of the study. What he took out of the meeting was that the Planning Commission was asking for data. When there is talk about changes to the development plan, the process is intended to be flexible and work with the market.

Member LeTourneau stated in regard to market analysis, it is meant to determine feasibility and if they were to share that publicly, someone else might be able to move in with a better deal so he asked that the Board think about that as they move forward. He thought PSD would share pieces of that or the whole study after the project is finished.

Chairperson Steffen stated if the closing is not done on Monday, he would suggest an aggressive move to try to get the project done.

Economic Development Coordinator LaFrance explained an aggressive closing date was set. He reviewed the process that needs to be taken in order to close the project. He noted they still need to see full site plans of the project.

Member Riley wondered when they will be to a point where they can look at how the numbers work on the Business Park.

Economic Development Coordinator LaFrance stated they had conceptual plans drawn up that will be brought forward to a professional firm to determine the true capacity of the park. Staff has had preliminary conversations with Ehlers in regard to TIF and what tools are available to them.

Member Riley asked when they will be seeing those numbers.

Economic Development Coordinator LaFrance stated they do not have a time frame on that.

Assistant City Administrator Brama stated staff will prepare a case for consideration at next month's meeting.

Chairperson Steffen updated the members on Item 4 (167/47 Commercial Node).

Assistant City Administrator Brama handed out the 2013 Business Networking Event flyer and indicated the proposed date for the 2014 event is November 13. He reviewed the proposed Business Networking Event for 2014.

Member Skaff stated last year's Networking Event went well.

The Board agreed.

Member Williams agreed, liked the agreement of the Highway 10 corridor, and would like MnDOT to review the project.

The Board discussed with staff possible topics and businesses that could be presented at the event.

Chairperson Steffen asked if CBRE would be an interesting candidate to speak at the event.

Member LeTourneau wondered if they could shorten or eliminate the panel piece and hear more about the Highway 10 Corridor project.

Member Riley thought they were going to do away with the panel piece and that the study would take its place.

Assistant City Administrator Brama thought there could be a quick City update by staff along with an update on the Highway 10 access study.

Community Development Director Gladhill stated he could provide an update without speaking.

Member Skaff stated he would still like to see a bullet point presentation, maybe five to ten minutes, because he thought it was important to see what was happening in the City.

Member Williams thought a City update was something Chairperson Steffen could do at the beginning of the event as the Chair of the EDA.

Chairperson Steffen asked for an update on the result of the Highway 10 study.

Community Development Director Gladhill updated the Board on the progress of that study.

Assistant City Administrator Brama thought 50 minutes for the Highway 10 update might be excessive. He suggested there be a 10-minute staff update.

Chairperson Steffen stated he did not want this to be a Highway 10 meeting.

Member Riley stated Highway 10 is the biggest thing going on but he thought CBRE should also be part of the update.

Assistant City Administrator Brama introduced Nicole Wenberg to the Board who has been hired full time as the Public Information & Events Specialist. He noted she will be the lead on coordinating the Business Networking Event and other projects going forward in the City.

5.02: Discuss Staff Transition

Economic Development Coordinator LaFrance indicated the purpose of this case is to provide an update to the EDA on staff transition. Current EDA support is provided by Ted LaFrance, whose last day working for the City of Ramsey and its respective bodies is the 12th of September. Council recently expressed support for another staff member, Patrick Brama, who serves as the Assistant City Administrator, to serve as the economic development contact. This rearrangement

is proposed to include off-loading some of Mr. Brama's duties to a new position to cover events, communications, etc.

Chairperson Steffen thanked Mr. LaFrance for his service and felt they got a lot done.

Member Skaff thought a great job was done this past year and indicated Mr. Brama had his full support.

Member Riley asked if there were any concerns the EDA could address.

Assistant City Administrator Brama stated at this point, he was comfortable with the projects that are 'in the hopper' and are making the transition from HRA to EDA. He thought the City was in a strong position but noted there will be a transition period. Assistant City Administrator Brama noted he would like to revisit the work plan with the EDA and make sure they have the priorities in order.

Member Riley stated going forward they had discussed the need for Mike Mulroney and he wondered if this was identified as one of their transition help items.

Economic Development Coordinator LaFrance stated he has used Mr. Mulroney in the past to get information about projects and found that Mr. Mulroney was very helpful.

Assistant City Administrator Brama stated moving forward, when they need assistance or expertise, Mr. Mulroney will be available. He thanked Mr. LaFrance for his service and wished him the best.

Member LeTourneau stated Mr. Mulroney had a tradition with the EDA, has acted as an on-board assistant, and attended meetings with frequency. The Board used his knowledge as a great resource and he also acted as an outside sales person for them and has many connections. He was a real great advocate so the Board may want to revisit some of those advantages.

Member Riley stated Mr. Mulroney even filled in when they did not have an Economic Development Manager.

Member Riley asked for a financial summary of the EDA for an upcoming meeting. He thought it would be helpful.

Economic Development Coordinator LaFrance stated they do report to the Department of Economic Development on the balance of their loan funds fairly often and that information can be provided to the EDA. He suggested staff provide that at the beginning of the year.

Member Riley thought that was a good idea. He also thought they could keep a running tally of the progress the EDA has made throughout the year.

Chairperson Steffen asked if December would be a good time to put together the 2015 work plan.

Assistant City Administrator Brama thought there might be some value in doing it earlier this year.

6. ADJOURNMENT

Motion by Member Skaff, seconded by Member Williams, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Williams, Brunt, Hardin, LeTourneau, and Riley. Voting No: None. Absent: None.

The regular meeting of the Economic Development Authority adjourned at 8:28 a.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Patrick Brama
Assistant City Administrator/Economic Development Manager

Draft by Sue Osbeck
TimeSaver Off Site Secretarial, Inc.

**ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, October 9, 2014, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jim Steffen
 Member Philip Brunt
 Member Glen Hardin
 Member John LeTourneau
 Member Wayne Skaff
 Member Kristine Williams

Members Absent: Member Chris Riley

Also Present: Patrick Brama, Economic Development Manager
 Tim Gladhill, Development Services Manager
 Kurt Ulrich, City Administrator

1. CALL TO ORDER

Chairperson Steffen called the Economic Development Authority meeting to order at 7:30 a.m.

2. APPROVE AGENDA

No changes

Motion by Member Skaff, seconded by Member Williams, to approve the agenda.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Williams, Brunt, Hardin, and LeTourneau. Voting No: None. Absent: Member Riley.

3. APPROVE MINUTES

3.01: Approve Meeting Minutes Dated August 14, 2014

Motion by Member Skaff, seconded by Member Brunt, to approve the August 14, 2014, minutes as presented.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Brunt, Hardin, LeTourneau, and Williams. Voting No: None. Absent: Member Riley.

4. EDA BUSINESS

4.01: Future Business Park Update and Review Proposed RFQ

Economic Development Manager Brama updated the Commission on the future business park and proposed RFQ.

In regard to the Health Quest Property, Chairperson Steffen asked what type of uses people are looking to use it for.

Economic Development Manager Brama indicated someone is looking at the land for either a warehouse or manufacturing. He noted the building was not in good shape and would probably be razed.

In regard to the PDPI Property, Chairperson Steffen asked if this would be a required tear down or could the building be used.

Economic Development Manager Brama thought the building could be used but was not positive.

Member LeTourneau wondered if the 6590 parcel is large enough to use or would it need to be combined with another property.

Economic Development Manager Brama indicated it could be used without combining with another property but combined could hold a larger building and they are looking at this as an option.

Economic Development Manager Brama continued updating the Commission on the future business park parcels.

In regard to St. Katherine Drexel, Member LeTourneau wondered why this did not come to the EDA first before the City Council so the EDA would have the due diligence.

Economic Development Manager Brama stated the issue is timing and the technical information is not ready to discuss right now. St. Katherine would like to get before the City Council as soon as possible.

City Administrator Ulrich stated a part of this includes a park piece and the deal is set up as a land swap and the City Council needs to decide if they want to expand Central Park or not.

Chairperson Steffen asked if the land values were close to each other.

Economic Development Manager Brama stated initial analysis was done and it is not an acre-to-acre value.

City Administrator Ulrich stated the swap has to be a value-to-value exchange, not an acre-to-acre exchange and an appraisal needs to be done to determine the value.

Member Hardin wondered if they needed land at Central Park at this point.

Economic Development Manager Brama indicated this needed to be determined.

Development Services Manager Gladhill stated they do need some additional parkland in order to allow for more parking.

Member LeTourneau complimented staff in regard to Prospect Root Beer. He noted option three in the report was originally option one and he wanted to commend staff for bringing the prospect back to the City.

Economic Development Manager Brama indicated the future business park is currently being rezoned and there are opportunities for improvement. The City of Ramsey is seeking quotes for the completion of a traffic impact study, feasibility report, and preliminary design of infrastructure improvements located within the City's future business park.

Chairperson Steffen thought this was well done and indicated they needed to get this information to continue the process. He thought this was a necessary first step.

Member LeTourneau stated they have done business parks before and wondered if they have looked at the process in order to move forward.

Economic Development Manager Brama stated this will be looked at as part of the process.

Member LeTourneau wondered if there was any discussion about being the property owner as well.

Economic Development Manager Brama believed this was discussed in concept but not detail. Staff received direction from the City Council to reduce City land so the City stops being a developer. He thought this should be discussed to see if the City does want to get out of development.

Member LeTourneau thought that was a good idea.

Chairperson Steffen asked what the timeline will be.

Economic Development Manager Brama indicated the timeline will be fluid depending on how fast they can get this before the EDA.

Chairperson Steffen thought if the project is ninety percent done, the EDA did not need to review this again and thought staff should move forward with due diligence.

Member Skaff agreed.

4.02: Review EDA Dashboard

Economic Development Director Brama presented the staff report and reviewed the EDA funds, assets and other financial resources with the EDA.

Chairperson Steffen thought the dashboard was a good idea.

4.03: Annual Fall Networking Event

Economic Development Manager Brama provided an update on the 2014 Business Networking Event taking place on Thursday, November 13.

Chairperson Steffen wondered if CBRE was speaking.

Economic Development Manager Brama stated he would contact them to see if they are available to speak.

Member LeTourneau wondered if the Mayor was invited to attend to say a few words.

Economic Development Manager Brama indicated she wanted to come and talk.

City Administrator Ulrich indicated it looks like the Mayor will not be at the event but they could ask Acting Mayor Backous to come and speak if the EDA would like.

4.04: Initial Review of EDA Workplan

Economic Development Manager Brama presented the staff report and asked for EDA comments and high-level input.

Chairperson Steffen asked if comments and general discussion would help staff plan the 2015 work plan.

Economic Development Manager Brama indicated that would be helpful. He suggested they put together a work plan that would follow the Council's strategic plan. This would help the EDA track the progress.

Chairperson Steffen asked if they still wanted to put the items into different priorities.

Economic Development Manager Brama thought there was not a real need for this.

Member Williams asked if the HRA has similar types of plans or goals and should the EDA be looking at including the HRA work plan into the EDA work plan.

Economic Development Manager Brama indicated he was not aware of any HRA work plans but would look into it.

City Administrator Ulrich stated the HRA does have tasks and can be incorporated into the EDA work plan.

Chairperson Steffen noted the HRA priorities will become the EDA priorities.

City Administrator Ulrich indicated that was correct.

4.05: Preview HRA Case: Consider Purchase Agreement from PSD LLC for HRA Owner Land with the COR

Economic Development Manager Brama presented the staff report to the EDA.

Member LeTourneau wondered if the expectation was once the HRA was closed, if there were any additional changes it would come before the EDA and then the City Council.

Economic Development Manager Brama thought that was correct but he would check on this.

Member LeTourneau wondered what the Consensus was of the EDA of being involved.

Chairperson Steffen thought it was their job to be involved.

Members Skaff and Brunt agreed.

Chairperson Steffen indicated on the original Purchase Agreement (PA) staff stated the timeline was aggressive and that some of the contingencies around permitted use and zoning were impossible to meet so he wondered why they signed the document.

Economic Development Manager Brama stated the contingency was vague and the buyer had the ability to waive that contingency and could have closed but they were not comfortable with it so the project did not close.

Member Brunt asked to be excused from the rest of the meeting because of a time conflict. Member Brunt left the meeting at 8:43 a.m.

Development Services Manager Gladhill stated part of that is not just the City going through its process, they need plans to review, which staff does not have.

Member Hardin asked what the potential use concept is.

Development Services Manager Gladhill reviewed what the plan appeared to look like.

Member Skaff wondered where the initial development placement will be.

Development Services Manager Gladhill stated the two phases will be facing Ramsey Parkway and the third phase will be behind the first two phases, not along the Parkway.

Member Steffen asked if there was any sketch plan.

Development Services Manager Gladhill stated at this point there is not a lot of detail but there is a preliminary sketch plan in the packet. Staff reviewed with the EDA the design of the preliminary sketch plan.

Economic Development Manager Brama indicated the PA does not have any build dates and if the EDA wants them included it should be done before the PA is signed.

Member Williams thought development of this land could take twenty to thirty years and she would hate to sell the land to a developer and have it sit there unoccupied.

Chairperson Steffen wondered why the City would not put a timeline around phase one. He thought this could be put into the agreement.

Member LeTourneau stated the Council was more concerned with selling land and let the economy drive the development.

Member Skaff wondered what kind of requirements can be put into an agreement.

Member Williams stated there are lots of potential ways to do this. She reviewed different options.

City Administrator Ulrich stated they have put provisions in a number of different agreements before and one can be added to this agreement if the EDA elects.

Chairperson Steffen asked if the development agreement is always different from the PA.

Member LeTourneau indicated he was not sure.

Development Services Manager Gladhill reviewed the City process with the EDA.

Member Hardin indicated the PA could have a number of contingencies written into it and he liked the idea of the City holding onto the parcel until each phase is ready to be developed.

Economic Development Manager Brama wondered if there was a majority of the EDA concerned with the PA without contingencies.

Member Hardin indicated he would like to see it addressed with this PA agreement.

Chairperson Steffen wondered if there was language that could be put into the PA for contingencies.

City Administrator Ulrich discussed some wording with the EDA that could be placed in the PA.

Chairperson Steffen thought it was worth asking if a time contingency could be placed on the PA.

City Administrator Ulrich stated the City was more concerned with getting the property back on the tax role and making a clean sale without contingencies of development.

Member Skaff stated he would be uncomfortable putting something into the agreement this late in the phase.

Chairperson Steffen thought they should leave this as is without adding anything to the agreement.

Member Skaff agreed.

4.06: Consider a Recommendation on a Resolution #14-10-204 Supporting the Highway 10 Access Planning Study Initiated by the Minnesota Department of Transportation

Development Services Manager Gladhill presented the staff report and indicated the EDA is requested to consider a recommendation on a Resolution of Support of the Highway 10 Access Planning Study requested by the Minnesota Department of Transportation (Mn/DOT).

City Administrator Ulrich stated there was a meeting with Mn/DOT and they indicated they are going to move ahead and approve the plan that will help improve traffic on Highway 10.

Development Services Manager Gladhill stated one of the key pieces of this study is there is a letter of support from the Met Council and Mn/DOT, which opens up a lot of funding opportunities.

Member LeTourneau thought this was a great work through or accommodations.

Motion by Member Skaff, seconded by Member Williams, to recommend to City Council adoption of Resolution #14-10-204 supporting the Highway 10 Access Planning Study with the needed areas of further analysis identified within said resolution.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Williams, Hardin, and LeTourneau. Voting No: None. Absent: Members Brunt and Riley.

5. MEMBER / STAFF UPDATE

There was none.

6. ADJOURNMENT

Motion by Member Steffen, seconded by Member LeTourneau, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Steffen, Members LeTourneau, Skaff, Hardin, and Williams. Voting No: None. Absent: Members Brunt and Riley.

The regular meeting of the Economic Development Authority adjourned at 9:30 a.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Patrick Brama
Economic Development Manager

Draft by Sue Osbeck
TimeSaver Off Site Secretarial, Inc.

**ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The City of Ramsey Economic Development Authority (EDA) conducted a Closed Session meeting on Thursday, December 11, 2014, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Acting Chairperson Wayne Skaff
 Member Glen Hardin
 Member John LeTourneau
 Member Chris Riley
 Member Kristine Williams

Members Absent: Chairperson Jim Steffen
 Member Philip Brunt

Also Present: Patrick Brama, Asst. City Administrator/Economic Development
 Tim Gladhill, Development Services Manager

1. CALL TO ORDER

Acting Chairperson Skaff called the Closed Session meeting to order at 8:28 a.m.

2. EDA BUSINESS

**2.01: CONSIDER OFFERS TO PURCHASE CITY OWNED PROPERTY LOCATED
 AT 15153 NOWTHEN BOULEVARD**

Asst. City Administrator/Economic Development Manager Brama advised that under Minnesota Statutes, Section 13D.05, Subd.3, the meeting can move into Closed Session to develop a negotiation strategy for the sale of City-owned property located at 15153 Nowthen Boulevard.

3. ADJOURNMENT

Motion by Member Riley, seconded by Member Skaff, to adjourn the meeting.

Motion carried. Voting Yes: Acting Chairperson Skaff, Members Riley, Hardin, LeTourneau, and Williams. Voting No: None. Absent: Chairperson Steffen and Member Brunt.

The Closed Session meeting of the Economic Development Authority adjourned at 8:36 a.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Patrick Brama
Asst. City Administrator/Economic Development Manager

Draft by Sue Osbeck
TimeSaver Off Site Secretarial, Inc.

Economic Development Authority (EDA)

4. 1.

Meeting Date: 01/08/2015

By: Patrick Brama, Administrative Services

Title:

Consider Purchase Agreement with PSD LLC (portions may be closed to the public)

Purpose/Background:

PURPOSE

Consider purchase agreement (PA) from PSD, LLC. for 13.97 acres of City owned land located within The COR. NOTE: if the Council wishes, the case may be discussed in closed session.

BACKGROUND (pervious case, Original PA, zoning amendment)

The Ramsey HRA entered into a Purchase Agreement (PA) with PSD for 13.97 acres of City owned land located within The COR on August 06, 2014 (referred to as the "Original PA"). The proposed closing date for the Original PA was no later than September 15, 2014 (termination date). Attached to this case is a copy of the Original PA .

On September 11, 2014 Staff received a formal request from PSD, LLC to extend the September 15, 2014 closing date of the Original PA to December 25, 2014. The purpose said request was to provide sufficient time for the City to amend COR-1 Zoning Code; which would allow PSD to construct their proposed project. The amendment included a change in minimum floor area ratio (FAR) from .75 to .65.

The City Council reviewed PSD's request to extend the Original PA on September 23, 2014. The Council decided to allow the Original PA to expire and requested staff bring forward a new/updated PA after the proposed COR-1 Zoning Amendment was adopted (and made effective). On October 28, 2014, the City Council adopted an ordinance to amend the COR-1 Zoning Code. This amendment became effective in late December 2014.

BACKGROUND (PSD LLC)

PSD, LLC. is development company headquartered in Ramsey. PSD LLC is managed by Jim Deal and Matt Kuker. This company is in "good-standing" with the State of Minnesota (Secretary of State Business Registration). PSD owns a several acres of land within the City of Ramsey; which is geographically concentrated within, and just south of, The COR. PSD has a history of completing quality development projects within the City of Ramsey and The COR (Allina, VA, Ramsey Office Plaza, NorthGate, etc.).

BACKGROUND (New Purchase Agreement)

The Terms and Conditions included in the New PA (purpose of this case) are nearly identical to the Original PA. Below is a general breakdown of major terms. *Identical term as previous PA.

- 13.97 acres of land located in The COR*
- \$1,897,089.60*
- \$50,000 earnest money*
- Government approvals required before closing*
- May 01, 2015 closing date

What's new? Attached to this case is the New PA. Below is an outline of changes made to the Original PA:

1. Termination/closing dates were changed to May 01, 2015

These changes were made to reflect the actual project timeline and allow sufficient time for Buyer due-diligence; and, to add consistency with other contingencies outlined in this PA (e.g. F. Government Approvals).

2. City versus HRA

With the recent dissolution of the Ramsey HRA, this agreement has been updated to include the "City of Ramsey" as the seller (rather than the Ramsey HRA).

3. Government Approvals Contingency Updated

Previously, this contingency was vague and provided reference to no specific government approvals. As a result, it was unclear what the Buyer's expectations were; and, what specific government approvals would trigger completion of this contingency. This amendment provides clarity within the PA; and allows for a realistic timeline to be established for this contingency to be executed (subsequently, for the PA to close).

4. Project Assistance Notification Section

The Buyer has indicated they would like a clause added to this agreement notifying the City of their position on potential project assistance. The PA currently under consideration by the HRA is a market-rate land transaction requiring no government subsidies or financial assistance. However, the Buyer has indicated, in the future (i.e. outside of this PA) a request for project assistance is a possibility. A potential future project assistance request would be made based off of existing market conditions and project pro forma; which, are unknown today. The Buyer has requested this clause to be added to the PA to provide transparency to their position on developing the subject property.

In 2013, the City adopted a Housing Assistance Policy. If/when a request for project assistance from the Buyer comes forward, staff would recommend it be reviewed in context of the Housing Assistance Policy, along with other applicable City policies and standards, at the time of the request. Staff would like to note, this clause does not require, bind or obligate the City to provide any project assistance to the Buyer.

Notification:

NA

Observations/Alternatives:

OBSERVATIONS

- The Original PA and New PA contain very similar terms and conditions. PSD's proposed use for the for the subject property also remains the same (two phases of apartments and a hotel).
- Generally, the proposed development concept fits within the City's existing zoning regulations (will require official site plan review and approval).
- The asking price for the subject property is \$4.00 per square foot. The PSD offer price is \$3.12 per square foot (note: PSD has agreed to constructing the required public roadway). The Council has previously reviewed this offer in closed session and accepted said price.
- The first phase of this development is a 120-unit market-rate apartment complex. This apartment complex is anticipated to generate \$161,500 in total local property taxes (about \$53,750 City). This apartment complex is anticipated to begin construction in the summer of 2015. PSD has indicated executing a PA in January 2015 is important to their project timeline. PSD has estimated this phase will cost about \$20M to design and construct.
- The second phase of this development is another apartment complex. The size of this apartment complex will depend on several factors (market demand, parking, etc.).
- The third phase of this development is a two-phased hotel. The first phase would be 70 rooms. The second phase would include an unknown number of rooms. PSD is currently negotiating with prospect hotel operators.
- Staff has received feedback from CBRE (prospect businesses) and existing retailers that additional rooftops are needed to attract new retailers and restaurants to The COR.

ALTERNATIVES

1. Approve proposed PA (staff recommendation)

The New PA is very similar to a previously executed PA. The proposed deal provides several benefits to the City: (1) TIF-14 tax base which will help pay City obligations within The COR, (2) land-sale proceeds which will help payoff outstanding debt for original purchase of The COR, (3) additional rooftops located within The COR, (4)

quality project, (5) positive momentum in The COR continues; and the development community can see it!, (6) the Council's general goal of selling tax-exempt surplus City owned land will be realized.

Generally, staff would recommend moving forward with the New PA as presented. However, it should be noted, the Council may wish to discuss/ negotiate any term/ condition/ contingency.

2. Deny proposed PA

Unless a specific hardship or concern regarding the New PA can be identified by the Council, staff would not recommend moving forward with this alternative. If the proposed agreement is terminated, the Staff would restart marketing the subject property with CBRE.

3. Amend and approve proposed PA

The Council may wish to tweak or adjust provisions included in the proposed amendment. Staff would be happy to make adjustments as requested by the Council. PSD, LLC will be present at the January 13 Council meeting to discuss any proposed amendments.

Funding Source:

NA

Recommendation:

Approve the attached purchase agreement with PSD, LLC. for 13.97 acres of City owned land located within The COR.

Action:

Provide the City Council with a general recommendation and comments. The EDA may make a motion. For example:

Motion to recommend the City Council approve the attached purchase agreement with PSD, LLC. for 13.97 acres of City owned land located within The COR.

Attachments

Proposed Project (site plan Oct 2014)

Property Profile and Listing

New PA (purpose of case 12152014)

Original PA (08062014)

Form Review

Inbox

Kurt Ulrich

Form Started By: Patrick Brama

Final Approval Date: 01/02/2015

Reviewed By

Kathy Schmitz

Date

01/02/2015 08:44 AM

Started On: 12/26/2014 09:57 AM

CITY-OWNED LAND FOR SALE: ±13.5 ACRES OF MIXED-USE LAND

LOCATED WITHIN THE COR RETAIL CENTER

RAMSEY, MN 55303

\$4.00/SF -or- \$2,353,000

CITY PARCEL #49

LOCATION

Northeast corner of Town Center Dr and Sunwood Dr, within the COR

ACCESS

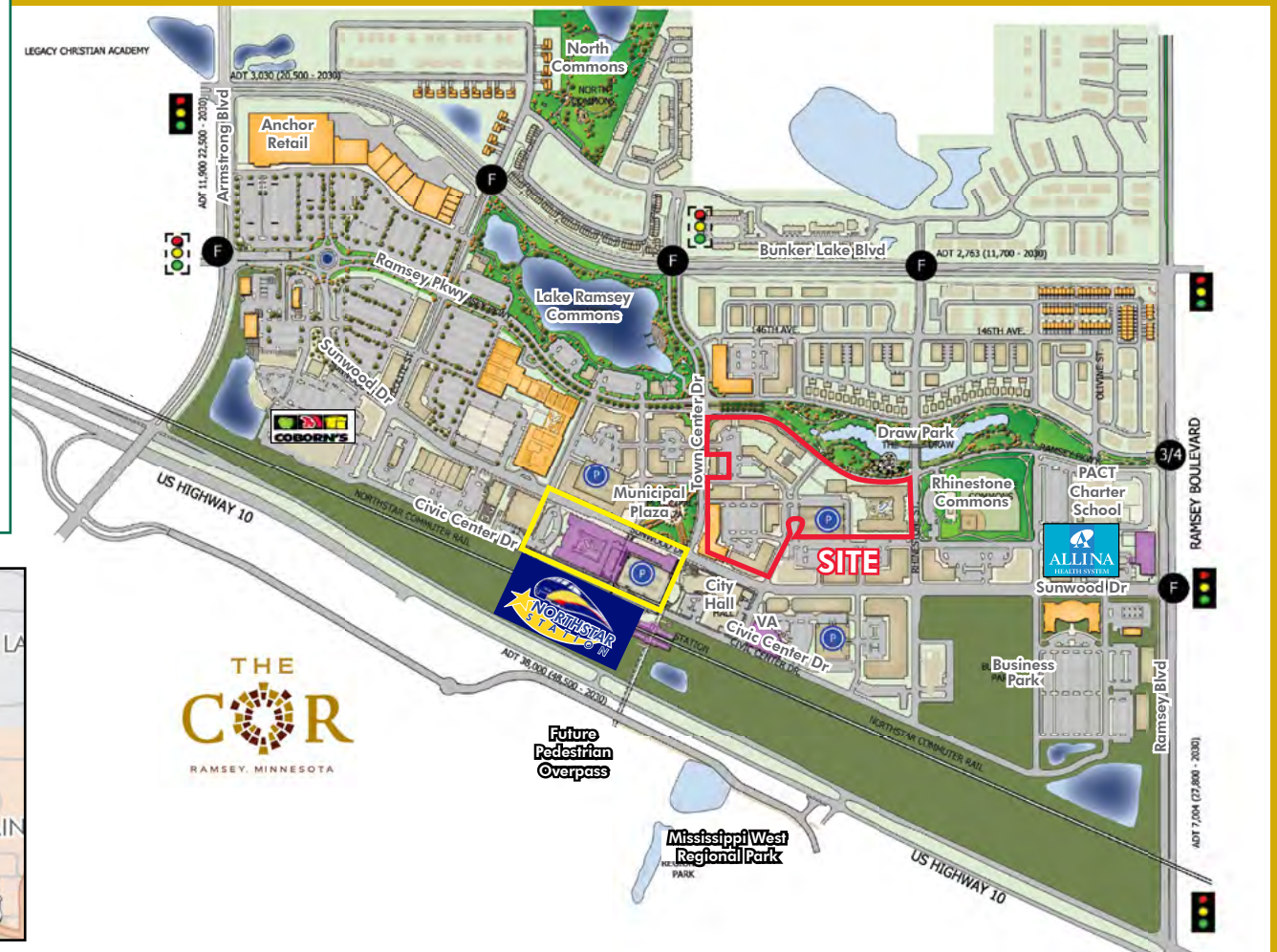
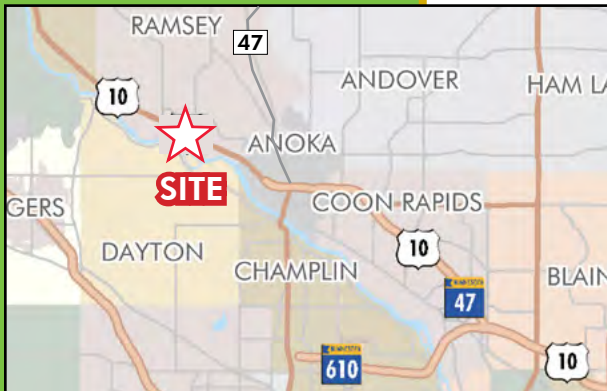
- Immediate access to Sunwood Dr, Town Center Dr and Ramsey Pkwy
- Easy access to Hwy 10, Amstrong Blvd, Bunker Lake Blvd and Ramsey Blvd

AMENITIES

- Located within COR retail site
- Only 30 minutes to downtown Minneapolis
- Close proximity to Northstar Rail Station and area retailers

VISIBILITY

Frontage and visibility from Town Center Dr, Sunwood Dr and Ramsey Pkwy



**FOR MORE
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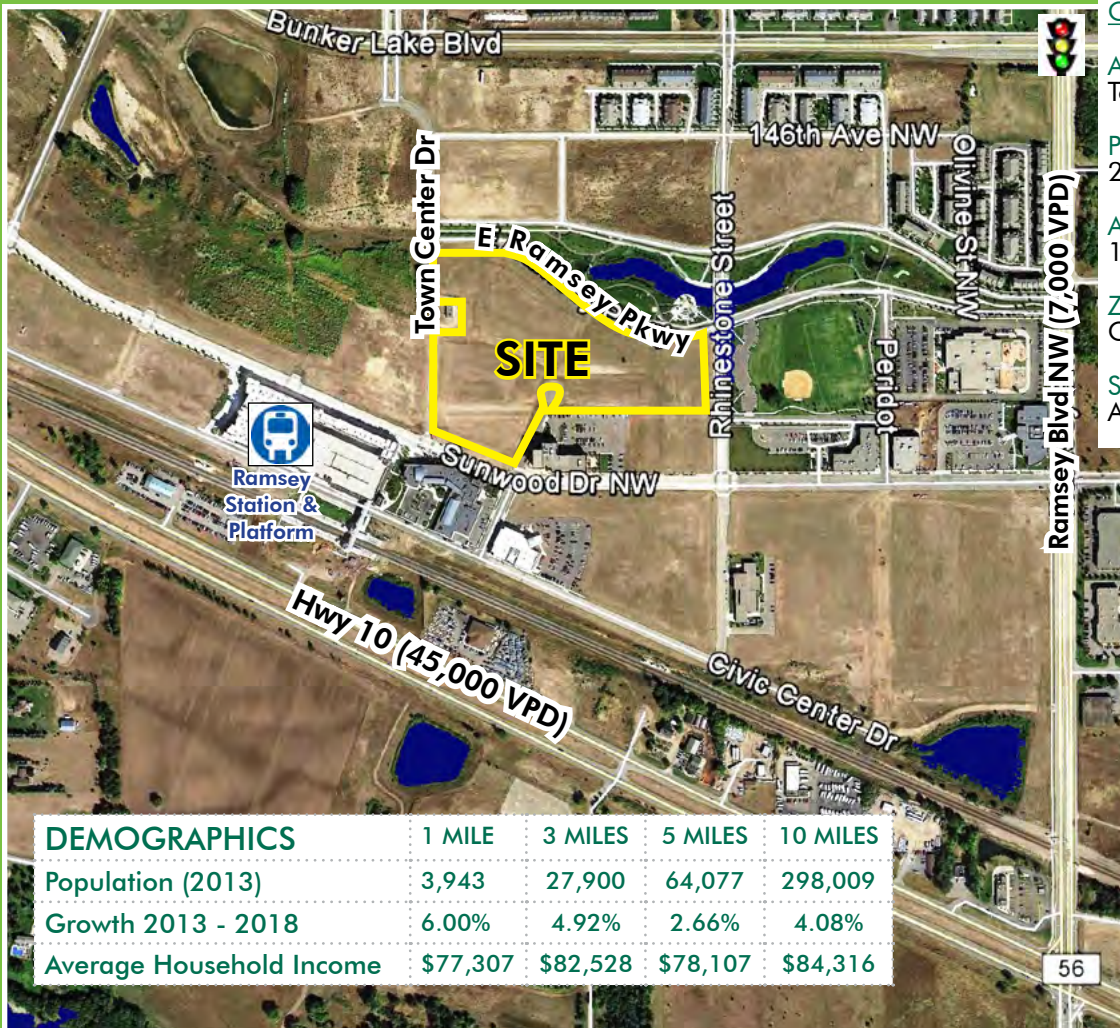
CBRE

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RAMSEY, MN 55303

\$4.00/SF -or- \$2,353,000



CITY PARCEL #49

ADDRESS

Town Center Dr, E Ramsey Pkwy, Ramsey Blvd NW and Sunwood Dr

PID

28-32-25-42-0017; 28-32-25-42-0018; SOME ROW

ACRES

13.5

ZONING

COR 1 (Mixed-Use)

SCHOOL DISTRICT

Anoka-Hennepin #11



DEMOGRAPHICS	1 MILE	3 MILES	5 MILES	10 MILES
Population (2013)	3,943	27,900	64,077	298,009
Growth 2013 - 2018	6.00%	4.92%	2.66%	4.08%
Average Household Income	\$77,307	\$82,528	\$78,107	\$84,316



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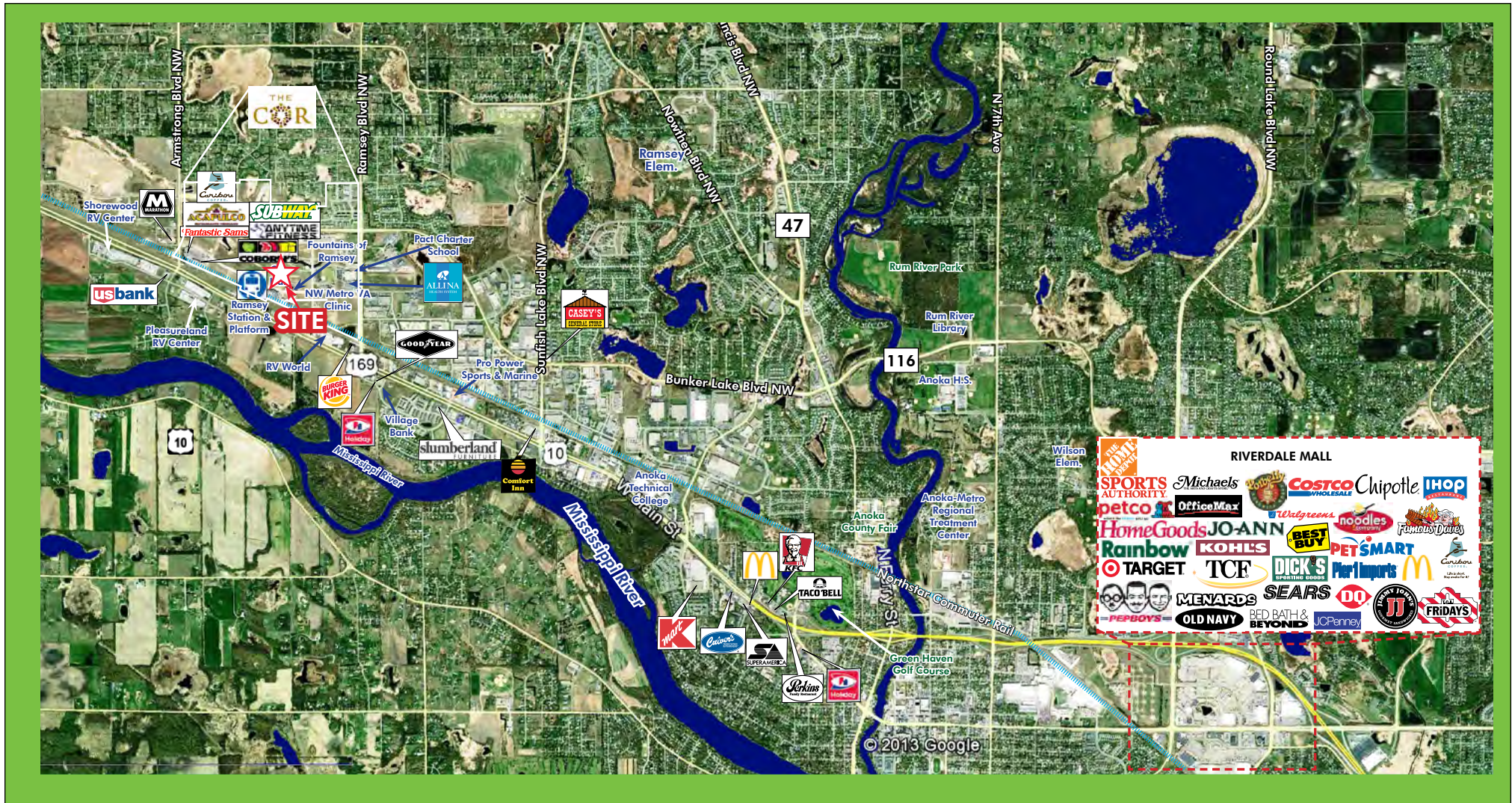
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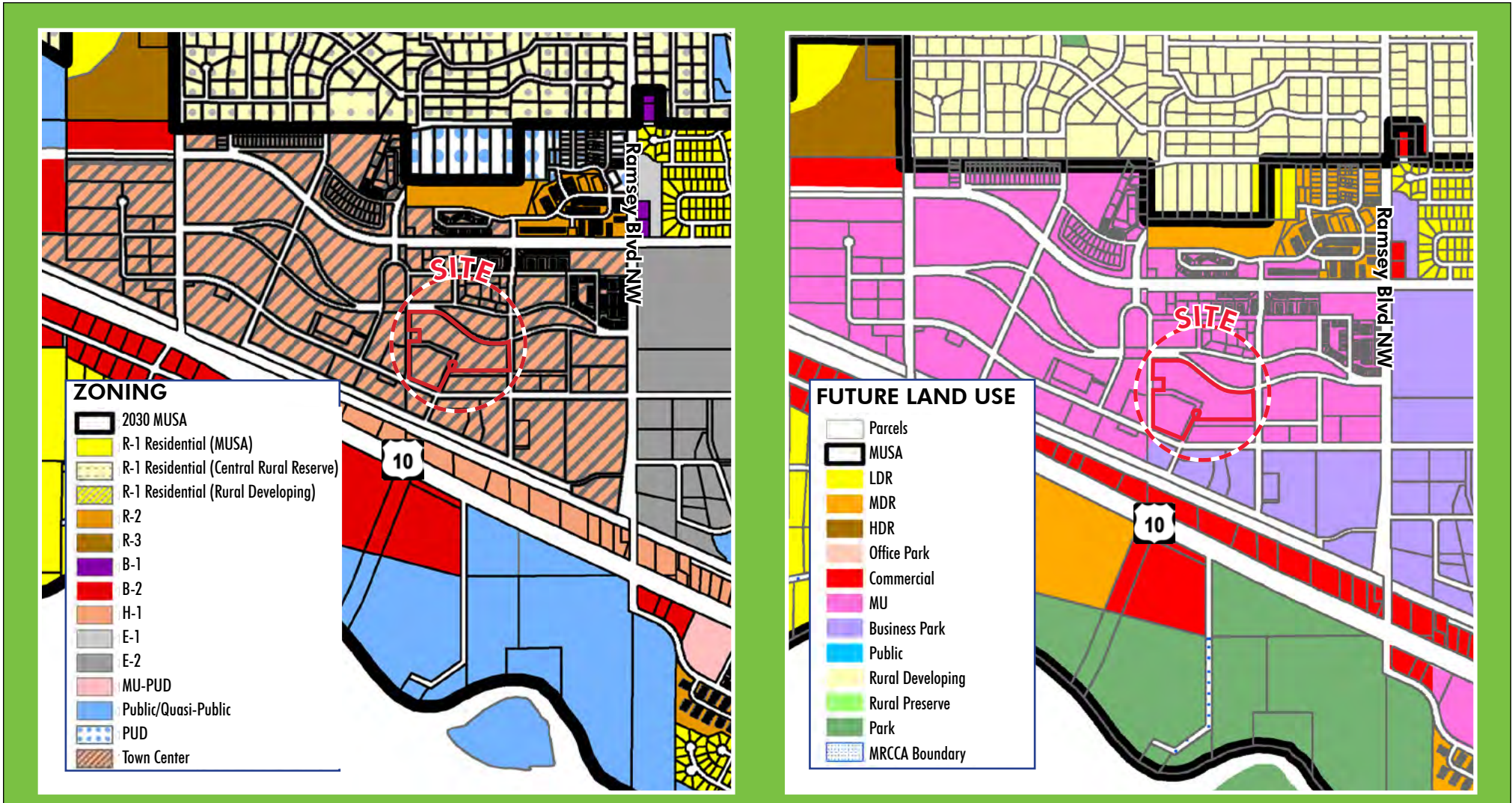
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Sec. 117-118. - The COR district.

- (a) Intent. The primary intent of the COR district is to create a focal point in the community that embodies the principles of transit-oriented and mixed-use development. The COR district envisions a distinctly different development pattern, with a more urban structure of streets and blocks, than the suburban and rural patterns that have shaped the community to date. The COR area is comprised of a number of distinct subdistricts intended to define the type and intensity of uses, location of amenities and overall character of development. The COR district incorporates the COR development plan and development framework by reference to provide necessary building and site design features that are essential to a pedestrian environment.
- (b) The COR subdistrict definition. The COR district consists of five subdistricts that define the type and intensity of land use.
- (1) COR-1 mixed-use core subdistrict. The mixed-use core is intended to provide a mix of residential, retail, service, professional, community service, recreational and similar uses on every block near, and within easy walking distance of the transit station.
 - (2) COR-2 (COR-2 and 2b) commercial subdistrict. The COR-2 commercial subdistrict is designated to provide a location for retail commercial that has building and/or site designs inconsistent with the COR-1 subdistrict, including larger scale retail and other auto-oriented commercial uses.
 - (3) COR-3 and COR-3a workplace subdistrict. The workplace area is intended to accommodate medical and technology-related office and research uses, as well as other office uses and ancillary retail and service uses designed to support serve employees and office visitors.
 - (4) COR-4 (COR-4a, COR-4b and COR-4c) neighborhood subdistrict. The neighborhood subdistrict is intended to include a full range of housing types, from small-lot single-family detached to high-density senior and general apartments, as well as a limited number of small-scale retail and office uses at appropriate locations (i.e., at corners).
 - (5) COR-5 park and open space subdistrict. The park and open space subdistrict is intended to preserve environmental features, provide amenities and create focal points and community gathering places within easy access of all areas of the COR.

Click link for complete Zoning Code:



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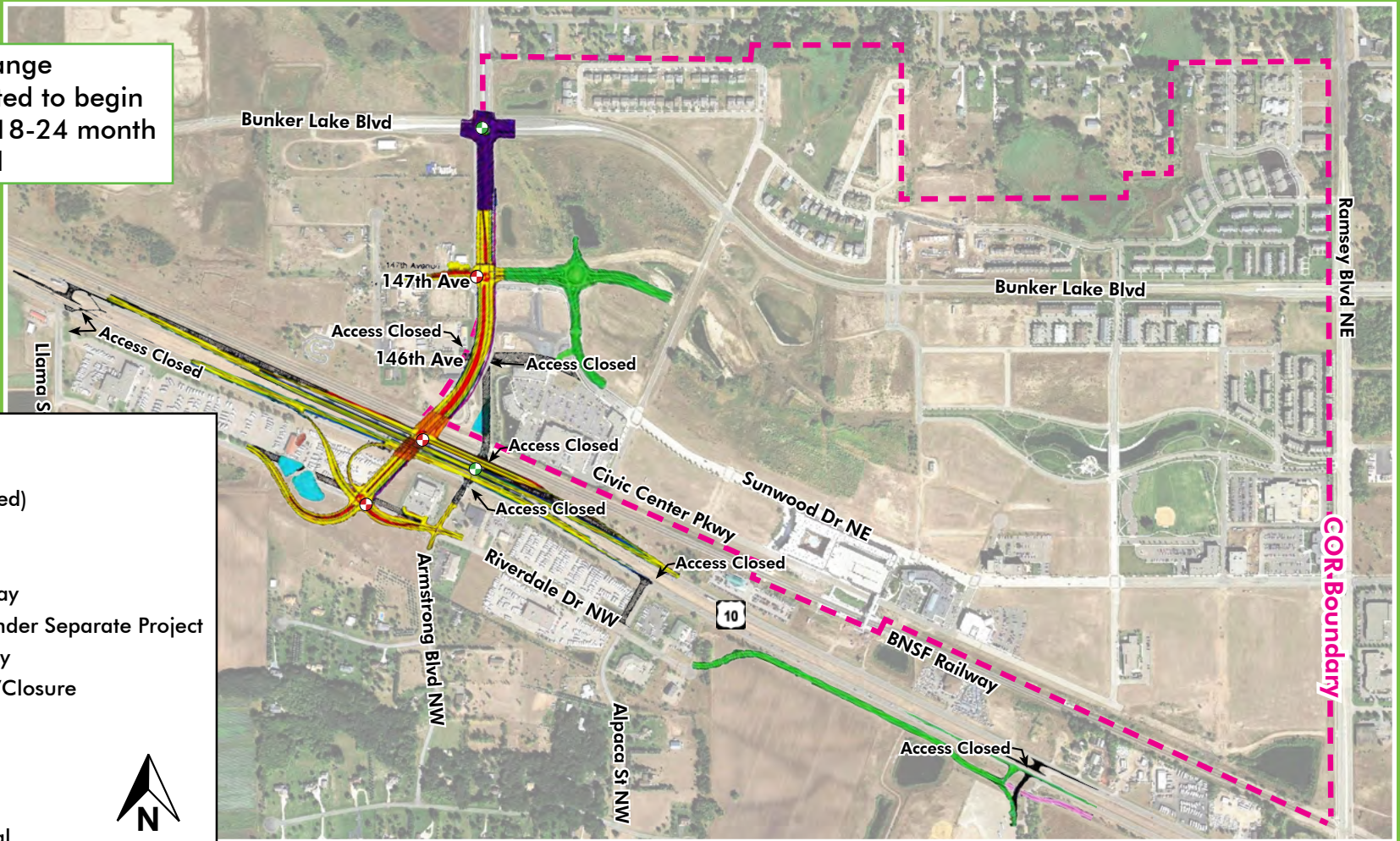
RAMSEY, MN 55303

\$4.00/SF -or- \$2,353,000

Full access interchange construction expected to begin Fall 2014 with an 18-24 month construction period

	Roadway
	Bridge, Walls
	Shoulders (Paved)
	Median
	Sidewalk
	Inplace Roadway
	Constructed Under Separate Project
	Future Roadway
	Road Removal/Closure
	Proposed Pond
	Existing Pond
	Inplace Signal
	Proposed Signal





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PURCHASE AGREEMENT

Land Acquisition

THIS AGREEMENT is between PSD, LLC, a Minnesota limited liability company ("Buyer") and the City of Ramsey, a Minnesota municipal corporation under the laws for the state of Minnesota ("Seller").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. **Sale of Property.** Seller agrees to sell and transfer to Buyer, and Buyer agrees to buy from Seller the Property (hereinafter defined) known as OUTLOT A, RAMSEY TOWN CENTER 11TH ADDITION, Anoka County, Minnesota (consisting of approximately 9.01 acres) and OUTLOT B, RAMSEY TOWN CENTER, 11TH ADDITION, Anoka County, Minnesota (consisting of approximately 4.03 acres), as depicted in the plat attached hereto.

AND

The northerly portion of Lot 1, Block 1, Ramsey Town Center, 11th Addition (consisting of approximately .93 acres), as described in exhibit E.

The combined total square footage of the 3 parcels is 608,533.2 sq ft.

2. **Purchase Price and Manner of Payment.**

- a. **Purchase Price.** The total purchase price ("Purchase Price" or "Gross Sales Prices") to be paid by Buyer to Seller for the Property shall be \$1,897,089.60, which shall be payable in cash on the Closing Date stated in Section 4 of this Agreement.
- b. **Earnest Money.** Buyer shall pay Seller Fifty Thousand Dollars (\$50,000.00) earnest money upon execution of this Agreement. The earnest money shall be held in an escrow account by Registered Abstractors, 2115 Third Avenue, Anoka MN 55303 ("Title Insurance Company"). The deposit shall be applied to the purchase price described above.
- c. **Term of Agreement.** This Agreement shall continue in effect until May 1, 2015, and shall terminate, without notice to Seller, if prior thereto Buyer has not acquired the Property.

3. **Buyer's Contingencies.** The obligations of Buyer under this Agreement are subject to and contingent upon each of the following contingencies:

- a. **Title.** Title shall have been found acceptable, or be made acceptable, in accordance with the requirements and terms of Sections 6 (a) and 7 (a) of this

Agreement. At Closing, Seller shall convey a warranty deed conveying fee title to the Property in the condition required by this Agreement and the Title Company shall provide Buyer title insurance for the Property in the condition required by this Agreement.

- b. **Soil Tests.** Buyer shall have determined, on or before the closing date set forth below, that Buyer is satisfied with the results of and matters disclosed by such soil and geotechnical tests of the Property as Buyer may deem necessary, all such tests to be obtained at Buyer's sole cost and expense. Within ten (10) business days after the date of this Agreement, Seller shall deliver to Buyer all soil tests and other inspections, reviews and reports, if any, pertaining to the Property that are in Seller's possession or control or have been previously prepared on Seller's behalf.
- c. **Utilities.** On or before closing the Seller shall deliver to Buyer all documents, if any, that are in the Seller's possession or control which evidence the location and/or capacity of utilities available to the Property. On or before the closing date set forth below, Buyer shall confirm, at Buyer's option, that water, sanitary sewer, storm sewer and other utilities are available at the boundary of the Property. If one or more utility services are not available at the boundary of the Property, Seller covenants to extend such service, at its expense, to the boundary of the Property prior to Closing.
- d. **Environmental Assessment.** On or before closing the Seller shall deliver to Buyer all environmental assessments, if any, pertaining to the Real Property that are in Seller's possession or control or have been previously prepared on Seller's behalf.
- e. **Permitted Use.** On or before closing date, Buyer shall have determined that Buyer's Intended Use of the Property for multi-family housing which incorporates the use pitched roofs and detached garages, senior care facilities, hotel/motel facilities, office and retail space and parking facilities ("Buyer's Intended Use") is a permitted use under the Zoning, Subdivision and Land Use Regulations of the City of Ramsey and of Anoka County without the necessity of obtaining a variance or rezoning.
- f. **Governmental Permits and Approvals.** Contingencies shall include the following government approvals, on or before closing: 1) Buyer shall obtain Major Subdivision Final Plat Approval, and 2) Buyer shall obtain Site Plan Approval for 120 apartment units. For purposes of this Agreement, Governmental Approvals do not include Building Permit Review. Buyer shall be responsible for obtaining all required Building Permits.
- g. **Flood Plain Designation.** On or before closing date, Buyer shall determine that the Property is not located within a federally designated flood plain.
- h. **Access.** On or before closing date, Buyer shall have determined that the Real Property, when platted and upon performance of Seller's obligations related to the

plat, shall have adequate unrestricted access to a dedicated public street sufficient to support Buyer's Intended Use of the Real Property.

- i. **Corporate Approvals.** On or before closing date, Buyer shall have received all necessary corporate approvals, approving Buyer's obligations under this Agreement and the transactions contemplated hereby.
- j. **Legally Conveyable Parcels.** On or before closing date, Buyer shall verify with the Title Company as defined in Article 2(b), that Outlot A, 11th Addition Ramsey Town Center and Outlot B, 11th Addition of Ramsey Town Center are legally conveyable lots and acceptable to Buyer. The Buyer will assume the responsibility of re-platting said lots in order to create buildable commercial lots that suit the Buyer's needs.
- k. **Special Service District.** The Seller, as the owner of the Property and as the owner of other property in Ramsey Town Center Addition, will not file or join in a petition under Minn. Stat. Section 428A.08 for the creation of a special service district that would encompass the Property and, if other property owners file a petition for the creation of a special service district that would encompass the Property, the Seller will join with the Buyer in filing an objection to the adoption of the special service district ordinance in accordance with Minn. Stat. 428A.09. This Agreement will be documented in the form of a covenant that runs with title to the property and binds the HRA's successors in title for a period of ten (10) years following the date of this Agreement. If the Seller has created a special service district which includes the Property, the Seller will take necessary steps to remove the Property from the special service district prior to closing.
- l. **Right Of Way (ROW) & Public Street.** The Buyer shall pay for the surveying, grading, and construction of a public street to be constructed in the 60' ROW between Outlot A, 11th Addition and Outlot B, 11th Addition at the location shown in the attached Exhibit A. In addition, the Buyer shall pay for the construction and installation of water mains, sanitary sewer mains, and storm sewer mains in the easement area adjacent to the street and serving the Property in the locations shown on the attached Exhibit A through Exhibit D. Said public street that is to be constructed will be installed per the Seller's minimum public street standards. Seller represents that no further action need be taken by it in order for Buyer to construct the street other than by the City's engineers to verify and approve the design of the roadway to be constructed.
- m. **Development Agreement.** On or before closing date, the Seller and Buyer shall enter into a development agreement for Outlot A and Outlot B, RTC 11th Addition. Prior to closing the Seller shall provide a zoning verification letter indicating the proposed uses on said lots are allowed, specifically stating that pitched roofs and detached garages that are planned to be incorporated in the residential component are allowable, as well as, that a 3-5 story hotel/motel building would be also be deemed an acceptable use

If any of the above contingencies have not been satisfied on or before the applicable dates stated in this Section 3, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to Seller. Such notice of termination shall be given within ten (10) days after a contingency has not been satisfied. Upon such termination, the Earnest Money shall be refunded to Buyer and upon such return, this Agreement shall become null and void and neither party will have any further rights or obligations regarding this Agreement or the Property. Should Buyer fail to give notice of termination on or before the applicable date stated above with respect to any of the foregoing contingencies, the contingency in question shall be conclusively deemed to have been waived by Buyer. Buyer shall have the right to unilaterally waive any contingency by written notice to Seller.

Seller shall allow Buyer, and Buyer's agents, access to the Property without charge and at all reasonable times for the purpose of Buyer's investigation and testing. Buyer shall pay all costs and expenses of such investigation and testing, except as herein otherwise expressly stated, and shall hold Seller and the Property harmless from all costs and liabilities relating to Buyer's activities. Buyer shall further repair and restore any damage to the Real Property caused by or occurring during Buyer's testing and return the Real Property to substantially the same condition as existed prior to such entry.

4. **Closing.** Unless otherwise agreed to by the parties, the closing of the purchase and sale contemplated by this Agreement (the "Closing") shall be held on the first business day which is five days after the date on which the contingencies described above in Section 3 of this Agreement have been waived or satisfied (the "Closing Date"), but no later than May 01, 2015. The Closing shall take place at 10:00 a.m. local time at Registered Abstracters in Anoka: 2115 3rd Avenue, Anoka, Minnesota. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.
 - a. **Seller's Closing Documents.** On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, "Seller's Closing Documents"):
 - i) **Warranty Deed.** A Warranty Deed conveying the Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances hereafter defined.
 - ii) **Seller's Affidavit.** An Affidavit of Title by Seller (Uniform Conveyancing Blanks Form No. 116-M) indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property by Seller for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property, together with whatever standard owner's affidavit and/or indemnity (ALTA Form) which may be required by the Title Company to issue an Owner's Policy of Title Insurance with the standard exceptions waived.

- iii) **FIRPTA Affidavit.** A non-foreign affidavit, properly executed and in recordable form, containing such information as is required by IRC Section 1445(b) (2) and its regulations.
 - iv) **Date-Down Certificate.** A certificate confirming the accuracy, as of the Closing Date, of the representations and warranties set forth in Section 7.
 - v) **Other Documents.** All other documents reasonably required to transfer the Property to Buyer in accordance with the terms of this Agreement.
- b. **Buyer's Closing Documents.** On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Closing Documents"):
- i) **Purchase Price.** The balance of the Purchase Price by cashier's check or wire transfer is to be delivered to Seller on the Closing Date.
 - ii) **Title Documents.** Such affidavits of Purchaser, Certificates of Value or other documents as may be reasonably required by Title in order to record the Seller's Closing Documents and issue the Title Insurance Policy required by this Agreement.
5. **Prorations.** Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:
- a. **Title Insurance and Closing Fee.** Seller will pay all costs of providing the Title Commitment. Buyer will pay the premium required for the issuance of the Owner's Title Insurance Policy. Seller will pay the cost of providing the ALTA Survey identified in Section 6 of this Agreement. Seller and Buyer will each pay one-half of any reasonable and customary closing fee or charge imposed by the Title Company.
 - b. **Real Estate Taxes.** On or before the Closing, Seller shall pay all real estate taxes, and any penalties and interest thereon due and payable with respect to the Real Property in 2014 and all years prior to the year of Closing, including all so-called "Green Acre" taxes attributable to the year 2014 or years prior to the year of Closing. The real estate taxes due and payable in the year of closing shall be pro rated between Seller and Buyer, on a per diem basis using a calendar year, to the Closing Date. Buyer shall pay all real estate taxes due and payable in years following the year of Closing.
 - c. **Special Assessments.** Seller shall pay all special assessments levied, pending or otherwise of record against the Real Property as of the Closing Date. Installments of special assessments, if any, due and payable in the year 2014 and prior years shall be paid by Seller.

- d. **Recording Costs.** Seller will pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement. Buyer will pay the cost of recording all other documents.
- e. **Other Costs.** Except as otherwise provided in this Agreement, Seller and Buyer shall pay its own fees and costs incurred in this transaction.

6. **Title Examination.** Title Examination will be conducted as follows:

- a. **Title Evidence.** On or before closing date, Seller shall deliver to Buyer a commitment for an ALTA Owner's Policy of Title Insurance committing to insure title to the Real Property, in the amount of the Purchase Price, issued by the Title Insurance Company. The Title Commitment will commit the Title Insurance Company to insure title to the Real Property subject to any Permitted Encumbrance as described in section 6 (c) below, and shall include a Special Assessment Search and be accompanied by copies of each document evidencing liens and encumbrances affecting the Real Property.
- b. **Survey.** On or before closing date, Seller shall provide to Buyer, a survey of the Property, certified to Buyer and Title Insurance Company as having been prepared in accordance with ALTA minimum standard detail requirements, dated subsequent to the date hereof, by a registered land surveyor registered in Minnesota, showing and certifying (i) boundary lines; (ii) legal description; (iii) location of all adjacent roadways and any limitation of access (including recording information related thereto); (iv) location of all utilities located on or adjacent to the Property; (v) location of, and recording information relating to all easements; (vi) area of the Property to the nearest 1/1000th of an acre and the area of the Property to the nearest 1/1000th of an acre, net of any roadway easement; (vii) location of all visible encroachments; (viii) all set back lines; and (ix) all matters referred to on the title commitment that can reasonably be shown on such survey. The Surveyor's Certificate shall be in a form acceptable to the Title Insurance Company.
- c. **Buyer's Objections.** Within ten (10) days after receiving the Title Commitment and the Survey, Buyer will make in writing, any objections ("Objections") to the form or any contents of the Title Commitment and the Survey. Buyer's failure to make Objections within such time period will constitute a waiver of Objections. Any matter shown on such Title Commitment or the Survey and not objected to by Buyer shall be a "Permitted Encumbrance" hereunder. Seller will have thirty (30) days after receipt of the Objections to cure the Objections, during which period the Closing will be postponed as necessary. Seller shall use its best efforts to correct any Objections. If the Objections are not cured within such thirty-day period, Buyer will have the option to do any of the following:
 - i) Terminate this Agreement and receive a refund of the Earnest Money.
 - ii) Waive the Objections and proceed to close.

If Buyer fails to terminate this Agreement within fifteen (15) days of Seller's failure to cure any Objections during such thirty-day period, Buyer shall be conclusively deemed to have waived such Objections and shall proceed to close.

- d. **Title Policy.** At closing, Buyer will receive the Title Policy ("Title Policy") issued by the Title Company pursuant to the Commitment, or a suitably marked-up Commitment initialed by the Title Company undertaking to issue such a Title Policy in the form required by the Commitment as approved by Buyer.
- e. **Cancellation of Agreement.** Buyer and Seller agree to sign a cancellation of the Contract upon termination of this Agreement.

7. **Representations and Warranties by Seller.** Seller represents and warrants to Buyer as follows:

- a. **Title to Property.** Seller holds marketable title to the Property, free and clear of all encumbrances except the Permitted Encumbrances.
- b. **Environmental Laws.** To the best of Seller's knowledge, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended) have been generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on the Property, nor has any activity been undertaken on the Property that would cause or contribute to (i) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 *et seq.*, or any similar federal law, state law or local ordinance, (ii) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property within the ambit of, CERCLA, or any similar federal law, state law or local ordinance, or (iii) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*, or the Clean Air Act, U.S.C. Section 7401 *et seq.*, or any similar state law or local ordinance. To Seller's knowledge, no substances or conditions exist in or on the Property that may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, including without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. 115B ("MERLA") and the Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat. 115C. To Seller's knowledge, no aboveground or

underground tanks, are located in or about the Property, or have been located under, in or about the Property and have subsequently been removed or filled.

- c. **Environmental Claims.** There is no Environmental Claim pending or, to the knowledge of the Seller, threatened against the Seller or against any person whose liability for such Environmental Claim the Seller has retained or assumed by contract, license use agreement, lease, warranty or guarantee, or any applicable law. "Environmental Claim" means any written notice by a Government Authority alleging potential liability (including potential liability for investigatory cost, cleanup cost, governmental response cost, natural resources damage, property damage, personal injury or penalty) arising out of or resulting from directly or indirectly, (a) the presence, or release into the environment, of any material or form of energy at any location, whether or not owned by the Seller, or b.) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law.
- d. **Water Wells.** To the best of Seller's knowledge, no water wells exist on or under the Property or have existed on or under the Property.
- e. **Rights of Others to Purchase Property.** Seller has not entered into any other contracts for the sale of the Real Property, which remain in effect as of the date of this Agreement, nor are there any rights of first refusal or options to purchase the Real Property or any other rights of others that might prevent the consummation of this Agreement.
- f. **FIRPTA.** Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.
- g. **Proceedings.** There is no action, litigation, investigation, condemnation or proceeding of any kind pending or to the best knowledge of Seller, threatened against Seller or any portion of the Real Property that would affect Seller's ability to perform its obligations under this Agreement.
- h. **Assessments.** Seller has received no notices from any governmental entity regarding assessments or planned improvements that may result in assessments to the Property.
- i. **Governmental Notices.** Seller is not in possession of any notices regarding the Property which were sent by governmental entities to Seller at any time during its ownership of the Property.
- j. **Unrecorded Documents.** There are no unrecorded leases, contracts, easements, or any other documents creating rights in parties other than Seller which cannot be terminated by Seller prior to Closing and which will continue to affect the Property after Closing.

- k. **Condition of Property.** Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the Property.

Seller will indemnify Buyer against and will hold Buyer harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after Closing. Each of the representations and warranties herein contained shall survive the Closing. Buyer is purchasing the Property based upon its own investigation and inquiry and, except for the representations and warranties expressly provided for herein, is not relying on any representation of Seller or other person and agrees to accept and purchase the Property "as is, where is". "To the best of Seller's knowledge" is limited to the actual knowledge of employees or representative of the Ramsey Housing and Redevelopment Agency.

8. **Project Assistance Notification.** The Buyer has not requested any government subsidies or financial assistance programs in relation to this Purchase Agreement. Based on market conditions, Buyer may, or may not, make a request for project assistance in the future. In the event a request is made by the Buyer, this clause does not bind or obligate the Seller to provide project assistance.
9. **Condemnation.** If, prior to the Closing Date, eminent domain proceedings are commenced or Seller receives notice of the pendency of eminent domain proceedings against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within thirty (30) days after Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement and the Earnest Money shall be refunded to Buyer. If Buyer shall fail to give such notice then there shall be no reduction in the Purchase Price, and the Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent.
10. **Damage or Destruction.** If, prior to the Date of Closing, the Property or any part thereof shall be damaged or destroyed by fire or other casualty, this Agreement shall become null and void at Buyer's option by written notice to Seller and, in such case, Seller will be entitled to the insurance proceeds and Buyer shall receive a refund of its Earnest Money. If Buyer does not terminate this Agreement, despite said damage or destruction, there shall be no reduction in or abatement of the Purchase Price and Seller shall assign all insurance proceeds it received due to the damage or destruction to Buyer.
11. **Broker's Commission.** Seller and Buyer represent and warrant to each other that they have dealt with no brokers, real estate agents, finders or the like in connection with this transaction, other than CBRE, Inc. ("Seller's Broker") which represents Seller. Seller shall pay broker as required by their specific agreement. Seller and Buyer agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any brokers' fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, other than the fees

payable to Seller's Broker as above provided, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.

12. **Assignment.** Buyer may assign Buyer's rights under this Agreement to another entity without Seller's prior written consent. If Seller reassigns its' right to complete this transaction, written notification must be sent to Seller and sent to Seller via the address listed for notices as shown in Section 14.
13. **Survival.** All of the terms of this Agreement will survive and be enforceable after the Closing.
14. **Notices.** Any notice or communication required or permitted to be given by any party to the other shall be in writing and shall be deemed to have been given in accordance with this Agreement if it is delivered personally to Seller or Buyer or if mailed to either Seller or Buyer in a sealed wrapper by first class United States Mail addressed as follows:

If to Seller: City Administrator
City of Ramsey
7550 Sunwood Drive
Ramsey, MN 55303

If to Buyer: Pamela S. Deal
PSD, LLC
7533 Sunwood Drive NW
Suite 315
Ramsey, MN 55303

Mailed notices shall be deemed effective two (2) business days after the date of mailing. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, ten (10) days prior to the effective date of such change.

15. **Captions.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.
16. **Entire Agreement; Modification.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver or modification of any of its terms will be effective unless in writing executed by the parties.
17. **Binding Effect.** This Agreement binds and benefits the parties and their successors and assigns.

18. **Controlling Law.** This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
19. **Remedies.** If Buyer defaults under this Agreement, Seller shall have the right and option to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days of the date of such notice, this Agreement will terminate, and upon such termination Seller will retain the Earnest Money and accrued interest thereon as liquidated damages and not as a penalty, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer shall not be liable for damages or specific performance. If Seller defaults under this Agreement, this provision does not preclude Buyer from seeking and recovering from Seller damages for nonperformance and/or specific performance of this Agreement.
20. **Third Party Beneficiary.** There are no third party beneficiaries of this Agreement, intended or otherwise.
21. **No Joint Venture or Partnership.** Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint venturers or partners.
22. **Time Periods.** If the time for performance of any obligations under this Agreement expires on a day that is not a business day, the time for performance shall be extended to the next business day.
23. **Date of Agreement.** In the event this Agreement is not signed simultaneously by both parties, it shall be considered to be an offer made by the party first executing it. In such event this offer shall expire at mid-night on 45 days after the first party executed the agreement, unless a copy of this Agreement, executed by the party to whom this offer had been made, shall have been received by the party making the offer.

Dated: _____, 2015

SELLER

The City of Ramsey, Minnesota

By: _____

Printed Name: *Kurt Ulrich*

Its: Administrator

AND

By: _____

Printed Name: *Sarah Strommen*

Its: Mayor

Dated: _____, 2014

BUYER

PSD, LLC

By: _____

Printed Name: *Pamela S. Deal*

Its: Chief Manager

PURCHASE AGREEMENT

Land Acquisition

THIS AGREEMENT is between PSD, LLC, a Minnesota limited liability company ("Buyer") and The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws for the state of Minnesota (the "HRA") ("Seller").

In consideration of this Agreement, Seller and Buyer agree as follows:

- Sale of Property.** Seller agrees to sell and transfer to Buyer, and Buyer agrees to buy from Seller the Property (hereinafter defined) known as OUTLOT A, RAMSEY TOWN CENTER 11TH ADDITION, Anoka County, Minnesota (consisting of approximately 9.01 acres) and OUTLOT B, RAMSEY TOWN CENTER, 11TH ADDITION, Anoka County, Minnesota (consisting of approximately 4.03 acres), as depicted in the plat attached hereto.

And

The northerly portion of Lot 1, Block 1, Ramsey Town Center, 11th Addition (consisting of approximately .93 acres), as described in exhibit E.

The combined total square footage of the 3 parcels is 608,533.2 sq ft.

- Purchase Price and Manner of Payment.**

- Purchase Price.** The total purchase price ("Purchase Price" or "Gross Sales Prices") to be paid by Buyer to Seller for the Property shall be \$1,897,089.60, which shall be payable in cash on the Closing Date stated in Section 4 of this Agreement.
- Earnest Money.** Buyer shall pay Seller Fifty Thousand Dollars (\$50,000.00) earnest money upon execution of this Agreement. The earnest money shall be held in an escrow account by Registered Abstractors, 2115 Third Avenue, Anoka MN 55303 ("Title Insurance Company"). The deposit shall be applied to the purchase price described above.
- Term of Agreement.** This Agreement shall continue in effect until ~~August 10,~~ ^{September 15,} 2014, and shall terminate, without notice to Seller, if prior thereto Buyer has not acquired the Property.

- Buyer's Contingencies.** The obligations of Buyer under this Agreement are subject to and contingent upon each of the following contingencies:

Handwritten notes:
man
01/21/15
PSD
8/16/14
JAC
9/6/14

- a. **Title.** Title shall have been found acceptable, or be made acceptable, in accordance with the requirements and terms of Sections 6 (a) and 7 (a) of this Agreement. At Closing, Seller shall convey a warranty deed conveying fee title to the Property in the condition required by this Agreement and the Title Company shall provide Buyer title insurance for the Property in the condition required by this Agreement.
- b. **Soil Tests.** Buyer shall have determined, on or before the closing date set forth below, that Buyer is satisfied with the results of and matters disclosed by such soil and geotechnical tests of the Property as Buyer may deem necessary, all such tests to be obtained at Buyer's sole cost and expense. Within ten (10) business days after the date of this Agreement, Seller shall deliver to Buyer all soil tests and other inspections, reviews and reports, if any, pertaining to the Property that are in Seller's possession or control or have been previously prepared on Seller's behalf.
- c. **Utilities.** On or before closing the Seller shall deliver to Buyer all documents, if any, that are in the Seller's possession or control which evidence the location and/or capacity of utilities available to the Property. On or before the closing date set forth below, Buyer shall confirm, at Buyer's option, that water, sanitary sewer, storm sewer and other utilities are available at the boundary of the Property. If one or more utility services are not available at the boundary of the Property, Seller covenants to extend such service, at its expense, to the boundary of the Property prior to Closing.
- d. **Environmental Assessment.** On or before closing the Seller shall deliver to Buyer all environmental assessments, if any, pertaining to the Real Property that are in Seller's possession or control or have been previously prepared on Seller's behalf.
- e. **Permitted Use.** On or before closing date, Buyer shall have determined that Buyer's Intended Use of the Property for multi-family housing which incorporates the use pitched roofs and detached garages, senior care facilities, hotel/motel facilities, office and retail space and parking facilities ("Buyer's Intended Use") is a permitted use under the Zoning, Subdivision and Land Use Regulations of the City of Ramsey and of Anoka County without the necessity of obtaining a variance or rezoning.
- f. **Governmental Permits and Approvals.** On or before closing the Seller shall in good faith work with Buyer to obtain all preliminary plan approvals, site plan and other governmental approvals required for Buyer's Intended Use of the Real Property for commercial and residential purposes.
- g. **Flood Plain Designation.** On or before closing date, Buyer shall determine that the Property is not located within a federally designated flood plain.
- h. **Access.** On or before closing date, Buyer shall have determined that the Real Property, when platted and upon performance of Seller's obligations related to the

plat, shall have adequate unrestricted access to a dedicated public street sufficient to support Buyer's Intended Use of the Real Property.

- i. **Corporate Approvals.** On or before closing date, Buyer shall have received all necessary corporate approvals, approving Buyer's obligations under this Agreement and the transactions contemplated hereby.
- j. **Legally Conveyable Parcels.** On or before closing date, Buyer shall verify with the Title Company as defined in Article 2(b), that Outlot A, 11th Addition Ramsey Town Center and Outlot B, 11th Addition of Ramsey Town Center are legally conveyable lots and acceptable to Buyer. The Buyer will assume the responsibility of re-platting said lots in order to create buildable commercial lots that suit the Buyer's needs.
- k. **Special Service District.** The Seller, as the owner of the Property and as the owner of other property in Ramsey Town Center Addition, will not file or join in a petition under Minn. Stat. Section 428A.08 for the creation of a special service district that would encompass the Property and, if other property owners file a petition for the creation of a special service district that would encompass the Property, the Seller will join with the Buyer in filing an objection to the adoption of the special service district ordinance in accordance with Minn. Stat. 428A.09. This Agreement will be documented in the form of a covenant that runs with title to the property and binds the HRA's successors in title for a period of ten (10) years following the date of this Agreement. If the Seller has created a special service district which includes the Property, the Seller will take necessary steps to remove the Property from the special service district prior to closing.
- l. **Right Of Way (ROW) & Public Street.** The Buyer shall pay for the surveying, grading, and construction of a public street to be constructed in the 60' ROW between Outlot A, 11th Addition and Outlot B, 11th Addition at the location shown in the attached Exhibit A. In addition, the Buyer shall pay for the construction and installation of water mains, sanitary sewer mains, and storm sewer mains in the easement area adjacent to the street and serving the Property in the locations shown on the attached Exhibit A through Exhibit D. Said public street that is to be constructed will be installed per the Seller's minimum public street standards. Seller represents that no further action need be taken by it in order for Buyer to construct the street other than by the City's engineers to ~~develop~~ the design of the roadway to be constructed.
verify + approve
- m. **Development Agreement.** On or before closing date, the Seller and Buyer shall enter into a development agreement for Outlot A and Outlot B, RTC 11th Addition. Prior to closing the Seller shall provide a zoning verification letter indicating the proposed uses on said lots are allowed, specifically stating that pitched roofs and detached garages that are planned to be incorporated in the residential component are allowable, as well as, that a 3-5 story hotel/motel building would be also be deemed an acceptable use.

*nmh
8/4/15
8/16/14
9/17*

If any of the above contingencies have not been satisfied on or before the applicable dates stated in this Section 3, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to Seller. Such notice of termination shall be given within ten (10) days after a contingency has not been satisfied. Upon such termination, the Earnest Money shall be refunded to Buyer and upon such return, this Agreement shall become null and void and neither party will have any further rights or obligations regarding this Agreement or the Property. Should Buyer fail to give notice of termination on or before the applicable date stated above with respect to any of the foregoing contingencies, the contingency in question shall be conclusively deemed to have been waived by Buyer. Buyer shall have the right to unilaterally waive any contingency by written notice to Seller.

Seller shall allow Buyer, and Buyer's agents, access to the Property without charge and at all reasonable times for the purpose of Buyer's investigation and testing. Buyer shall pay all costs and expenses of such investigation and testing, except as herein otherwise expressly stated, and shall hold Seller and the Property harmless from all costs and liabilities relating to Buyer's activities. Buyer shall further repair and restore any damage to the Real Property caused by or occurring during Buyer's testing and return the Real Property to substantially the same condition as existed prior to such entry.

4. **Closing.** Unless otherwise agreed to by the parties, the closing of the purchase and sale contemplated by this Agreement (the "Closing") shall be held on the first business day which is five days after the date on which the contingencies described above in Section 3 of this Agreement have been waived or satisfied (the "Closing Date"), but no later than September 15, 2014. The Closing shall take place at 10:00 a.m. local time at the office of the Title Company or at such other place and time as may be mutually agreed to. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.

a. **Seller's Closing Documents.** On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, "Seller's Closing Documents"):

i) **Warranty Deed.** A Warranty Deed conveying the Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances hereafter defined.

ii) **Seller's Affidavit.** An Affidavit of Title by Seller (Uniform Conveyancing Blanks Form No. 116-M) indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property by Seller for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property, together with whatever standard owner's affidavit and/or indemnity (ALTA Form) which may be required by the Title Company to issue an Owner's Policy of Title Insurance with the standard exceptions waived.

- iii) **FIRPTA Affidavit.** A non-foreign affidavit, properly executed and in recordable form, containing such information as is required by IRC Section 1445(b) (2) and its regulations.
 - iv) **Date-Down Certificate.** A certificate confirming the accuracy, as of the Closing Date, of the representations and warranties set forth in Section 7.
 - v) **Other Documents.** All other documents reasonably required to transfer the Property to Buyer in accordance with the terms of this Agreement.
- b. **Buyer's Closing Documents.** On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Closing Documents"):
- i) **Purchase Price.** The balance of the Purchase Price by cashier's check or wire transfer is to be delivered to Seller on the Closing Date.
 - ii) **Title Documents.** Such affidavits of Purchaser, Certificates of Value or other documents as may be reasonably required by Title in order to record the Seller's Closing Documents and issue the Title Insurance Policy required by this Agreement.

5. **Prorations.** Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

- a. **Title Insurance and Closing Fee.** Seller will pay all costs of providing the Title Commitment. Buyer will pay the premium required for the issuance of the Owner's Title Insurance Policy. Seller will pay the cost of providing the ALTA Survey identified in Section 6 of this Agreement. Seller and Buyer will each pay one-half of any reasonable and customary closing fee or charge imposed by the Title Company.
- b. **Real Estate Taxes.** On or before the Closing, Seller shall pay all real estate taxes, and any penalties and interest thereon due and payable with respect to the Real Property in 2013 and all years prior to the year of Closing, including all so-called "Green Acre" taxes attributable to the year 2013 or years prior to the year of Closing. The real estate taxes due and payable in the year of closing shall be pro rated between Seller and Buyer, on a per diem basis using a calendar year, to the Closing Date. Buyer shall pay all real estate taxes due and payable in years following the year of Closing.
- c. **Special Assessments.** Seller shall pay all special assessments levied, pending or otherwise of record against the Real Property as of the Closing Date. Installments of special assessments, if any, due and payable in the year 2013 and prior years shall be paid by Seller.

- d. **Recording Costs.** Seller will pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement. Buyer will pay the cost of recording all other documents.
- e. **Other Costs.** Except as otherwise provided in this Agreement, Seller and Buyer shall pay its own fees and costs incurred in this transaction.

6. **Title Examination.** Title Examination will be conducted as follows:

- a. **Title Evidence.** On or before closing date, Seller shall deliver to Buyer a commitment for an ALTA Owner's Policy of Title Insurance committing to insure title to the Real Property, in the amount of the Purchase Price, issued by the Title Insurance Company. The Title Commitment will commit the Title Insurance Company to insure title to the Real Property subject to any Permitted Encumbrance as described in section 6 (c) below, and shall include a Special Assessment Search and be accompanied by copies of each document evidencing liens and encumbrances affecting the Real Property.
- b. **Survey.** On or before closing date, Seller shall provide to Buyer, a survey of the Property, certified to Buyer and Title Insurance Company as having been prepared in accordance with ALTA minimum standard detail requirements, dated subsequent to the date hereof, by a registered land surveyor registered in Minnesota, showing and certifying (i) boundary lines; (ii) legal description; (iii) location of all adjacent roadways and any limitation of access (including recording information related thereto); (iv) location of all utilities located on or adjacent to the Property; (v) location of, and recording information relating to all easements; (vi) area of the Property to the nearest 1/1000th of an acre and the area of the Property to the nearest 1/1000th of an acre, net of any roadway easement; (vii) location of all visible encroachments; (viii) all set back lines; and (ix) all matters referred to on the title commitment that can reasonably be shown on such survey. The Surveyor's Certificate shall be in a form acceptable to the Title Insurance Company.
- c. **Buyer's Objections.** Within ten (10) days after receiving the Title Commitment and the Survey, Buyer will make in writing, any objections ("Objections") to the form or any contents of the Title Commitment and the Survey. Buyer's failure to make Objections within such time period will constitute a waiver of Objections. Any matter shown on such Title Commitment or the Survey and not objected to by Buyer shall be a "Permitted Encumbrance" hereunder. Seller will have thirty (30) days after receipt of the Objections to cure the Objections, during which period the Closing will be postponed as necessary. Seller shall use its best efforts to correct any Objections. If the Objections are not cured within such thirty-day period, Buyer will have the option to do any of the following:
 - i) Terminate this Agreement and receive a refund of the Earnest Money.
 - ii) Waive the Objections and proceed to close.

If Buyer fails to terminate this Agreement within fifteen (15) days of Seller's failure to cure any Objections during such thirty-day period, Buyer shall be conclusively deemed to have waived such Objections and shall proceed to close.

- d. **Title Policy.** At closing, Buyer will receive the Title Policy ("Title Policy") issued by the Title Company pursuant to the Commitment, or a suitably marked-up Commitment initialed by the Title Company undertaking to issue such a Title Policy in the form required by the Commitment as approved by Buyer.
- e. **Cancellation of Agreement.** Buyer and Seller agree to sign a cancellation of the Contract upon termination of this Agreement.

7. **Representations and Warranties by Seller.** Seller represents and warrants to Buyer as follows:

- a. **Title to Property.** Seller holds marketable title to the Property, free and clear of all encumbrances except the Permitted Encumbrances.
- b. **Environmental Laws.** To the best of Seller's knowledge, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended) have been generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on the Property, nor has any activity been undertaken on the Property that would cause or contribute to (i) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 *et seq.*, or any similar federal law, state law or local ordinance, (ii) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property within the ambit of, CERCLA, or any similar federal law, state law or local ordinance, or (iii) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*, or the Clean Air Act, U.S.C. Section 7401 *et seq.*, or any similar state law or local ordinance. To Seller's knowledge, no substances or conditions exist in or on the Property that may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, including without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. 115B ("MERLA") and the Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat. 115C. To Seller's knowledge, no aboveground or

underground tanks, are located in or about the Property, or have been located under, in or about the Property and have subsequently been removed or filled.

- c. **Environmental Claims.** There is no Environmental Claim pending or, to the knowledge of the Seller, threatened against the Seller or against any person whose liability for such Environmental Claim the Seller has retained or assumed by contract, license use agreement, lease, warranty or guarantee, or any applicable law. "Environmental Claim" means any written notice by a Government Authority alleging potential liability (including potential liability for investigatory cost, cleanup cost, governmental response cost, natural resources damage, property damage, personal injury or penalty) arising out of or resulting from directly or indirectly, (a) the presence, or release into the environment, of any material or form of energy at any location, whether or not owned by the Seller, or b.) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law.
- d. **Water Wells.** To the best of Seller's knowledge, no water wells exist on or under the Property or have existed on or under the Property.
- e. **Rights of Others to Purchase Property.** Seller has not entered into any other contracts for the sale of the Real Property, which remain in effect as of the date of this Agreement, nor are there any rights of first refusal or options to purchase the Real Property or any other rights of others that might prevent the consummation of this Agreement.
- f. **FIRPTA.** Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.
- g. **Proceedings.** There is no action, litigation, investigation, condemnation or proceeding of any kind pending or to the best knowledge of Seller, threatened against Seller or any portion of the Real Property that would affect Seller's ability to perform its obligations under this Agreement.
- h. **Assessments.** Seller has received no notices from any governmental entity regarding assessments or planned improvements that may result in assessments to the Property.
- i. **Governmental Notices.** Seller is not in possession of any notices regarding the Property which were sent by governmental entities to Seller at any time during its ownership of the Property.
- j. **Unrecorded Documents.** There are no unrecorded leases, contracts, easements, or any other documents creating rights in parties other than Seller which cannot be terminated by Seller prior to Closing and which will continue to affect the Property after Closing.

- k. **Condition of Property.** Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the Property.

Seller will indemnify Buyer against and will hold Buyer harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after Closing. Each of the representations and warranties herein contained shall survive the Closing. Buyer is purchasing the Property based upon its own investigation and inquiry and, except for the representations and warranties expressly provided for herein, is not relying on any representation of Seller or other person and agrees to accept and purchase the Property "as is, where is". "To the best of Seller's knowledge" is limited to the actual knowledge of employees or representative of the Ramsey Housing and Redevelopment Agency.

9. **Condemnation.** If, prior to the Closing Date, eminent domain proceedings are commenced or Seller receives notice of the pendency of eminent domain proceedings against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within thirty (30) days after Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement and the Earnest Money shall be refunded to Buyer. If Buyer shall fail to give such notice then there shall be no reduction in the Purchase Price, and the Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent.
10. **Damage or Destruction.** If, prior to the Date of Closing, the Property or any part thereof shall be damaged or destroyed by fire or other casualty, this Agreement shall become null and void at Buyer's option by written notice to Seller and, in such case, Seller will be entitled to the insurance proceeds and Buyer shall receive a refund of its Earnest Money. If Buyer does not terminate this Agreement, despite said damage or destruction, there shall be no reduction in or abatement of the Purchase Price and Seller shall assign all insurance proceeds it received due to the damage or destruction to Buyer.
11. **Broker's Commission.** Seller and Buyer represent and warrant to each other that they have dealt with no brokers, real estate agents, finders or the like in connection with this transaction, other than CBRE, Inc. ("Seller's Broker") which represents Seller. Seller shall pay broker as required by their specific agreement. Seller and Buyer agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any brokers' fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, other than the fees payable to Seller's Broker as above provided, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.
12. **Assignment.** Buyer may assign Buyer's rights under this Agreement to another entity without Seller's prior written consent. If Seller reassigns its' right to complete this

transaction, written notification must be sent to Seller and sent to Seller via the address listed for notices as shown in Section 14.

13. **Survival.** All of the terms of this Agreement will survive and be enforceable after the Closing.

14. **Notices.** Any notice or communication required or permitted to be given by any party to the other shall be in writing and shall be deemed to have been given in accordance with this Agreement if it is delivered personally to Seller or Buyer or if mailed to either Seller or Buyer in a sealed wrapper by first class United States Mail addressed as follows:

If to Seller: The Housing and Redevelopment Agency in and
For the City of Ramsey, Minnesota
7550 Sunwood Drive
Ramsey MN 55303
Attention: Executive Director

If to Buyer: Pamela S. Deal
PSD, LLC
7533 Sunwood Drive NW
Suite 315
Ramsey, MN 55303

Mailed notices shall be deemed effective two (2) business days after the date of mailing. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, ten (10) days prior to the effective date of such change.

15. **Captions.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

16. **Entire Agreement; Modification.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver or modification of any of its terms will be effective unless in writing executed by the parties.

17. **Binding Effect.** This Agreement binds and benefits the parties and their successors and assigns.

18. **Controlling Law.** This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

19. **Remedies.** If Buyer defaults under this Agreement, Seller shall have the right and option to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days of the date of such notice, this Agreement will terminate, and upon such termination Seller will retain the Earnest Money and accrued interest thereon as liquidated damages and not as a penalty, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer shall not be liable for damages or specific performance. If Seller defaults under this Agreement, this provision does not preclude Buyer from seeking and recovering from Seller damages for nonperformance and/or specific performance of this Agreement.
20. **Third Party Beneficiary.** There are no third party beneficiaries of this Agreement, intended or otherwise.
21. **No Joint Venture or Partnership.** Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint venturers or partners.
22. **Time Periods.** If the time for performance of any obligations under this Agreement expires on a day that is not a business day, the time for performance shall be extended to the next business day.
23. **Date of Agreement.** In the event this Agreement is not signed simultaneously by both parties, it shall be considered to be an offer made by the party first executing it. In such event this offer shall expire at mid-night on two weeks after the first party executed the agreement, unless a copy of this Agreement, executed by the party to whom this offer had been made, shall have been received by the party making the offer.

Dated: 8/6, 2014

SELLER
The Housing and Redevelopment
Authority in and for the City of Ramsey,
Minnesota

By: 

Printed Name: Theodore LaFrance

Its: Executive Director

And

By: 

Printed Name: Randy Backous

Its: HRA Chair

BUYER
PSD, LLC

Dated: 7/31, 2014

By: 

Mathias A. Kuker _____

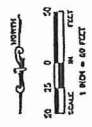
Its: COO

EXHIBIT B

CITY OF RAMSEY
 COUNTY OF ANOKA
 SEC. 30, TWP. 22, R. 25
 Page 15 of 18

OFFICIAL PLAT

RAMSEY TOWN CENTER 11TH ADDITION



FOR THE PURPOSES OF THIS PLAT, THE EAST LINE OF OUTLOT 'A' AND THE CENTER ADDITION IS ASSUMED TO BEAK CORNER.
 DIMENSIONS ARE GIVEN BY 1/4" AND 1/8" DIMENSIONS UNLESS OTHERWISE NOTED.

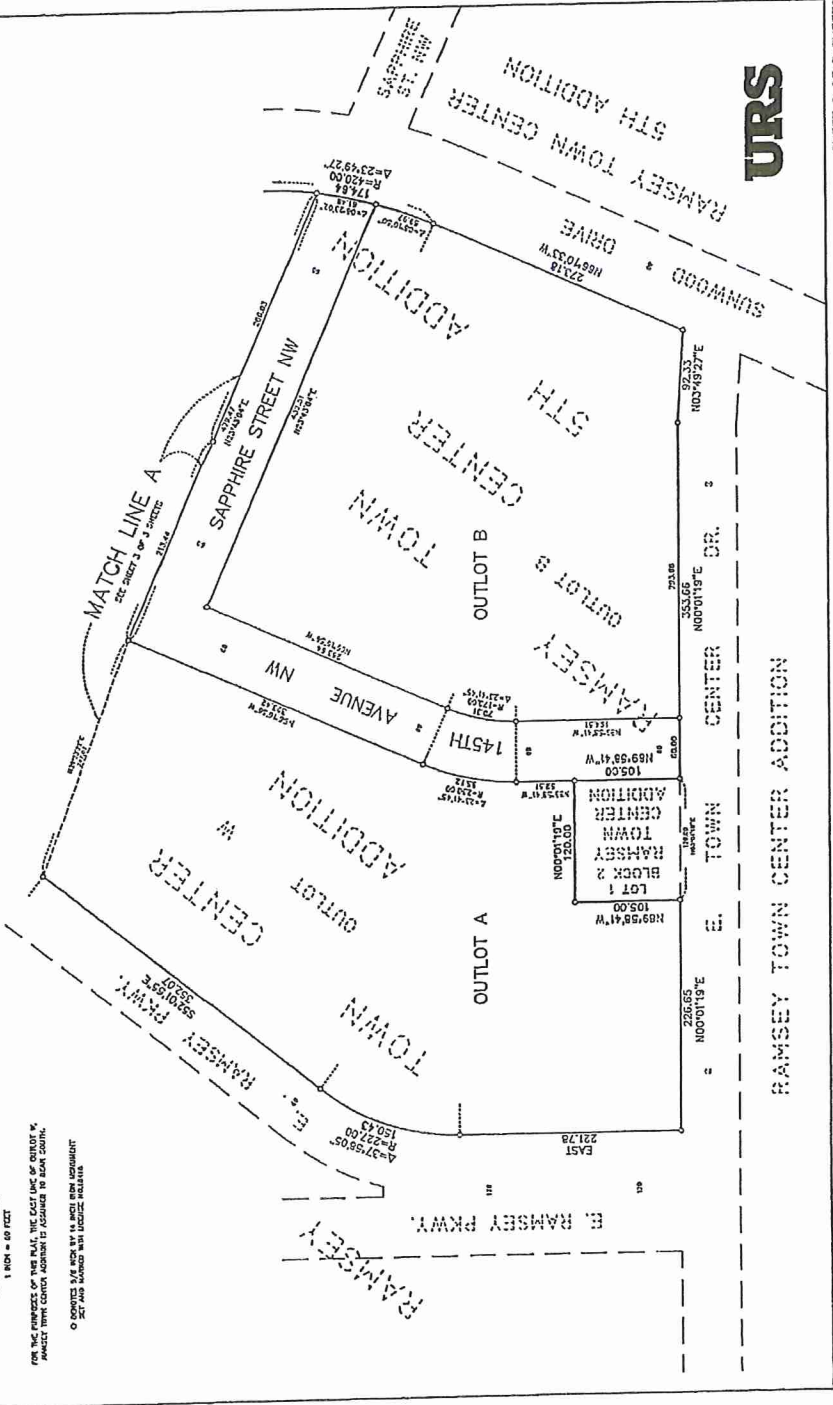
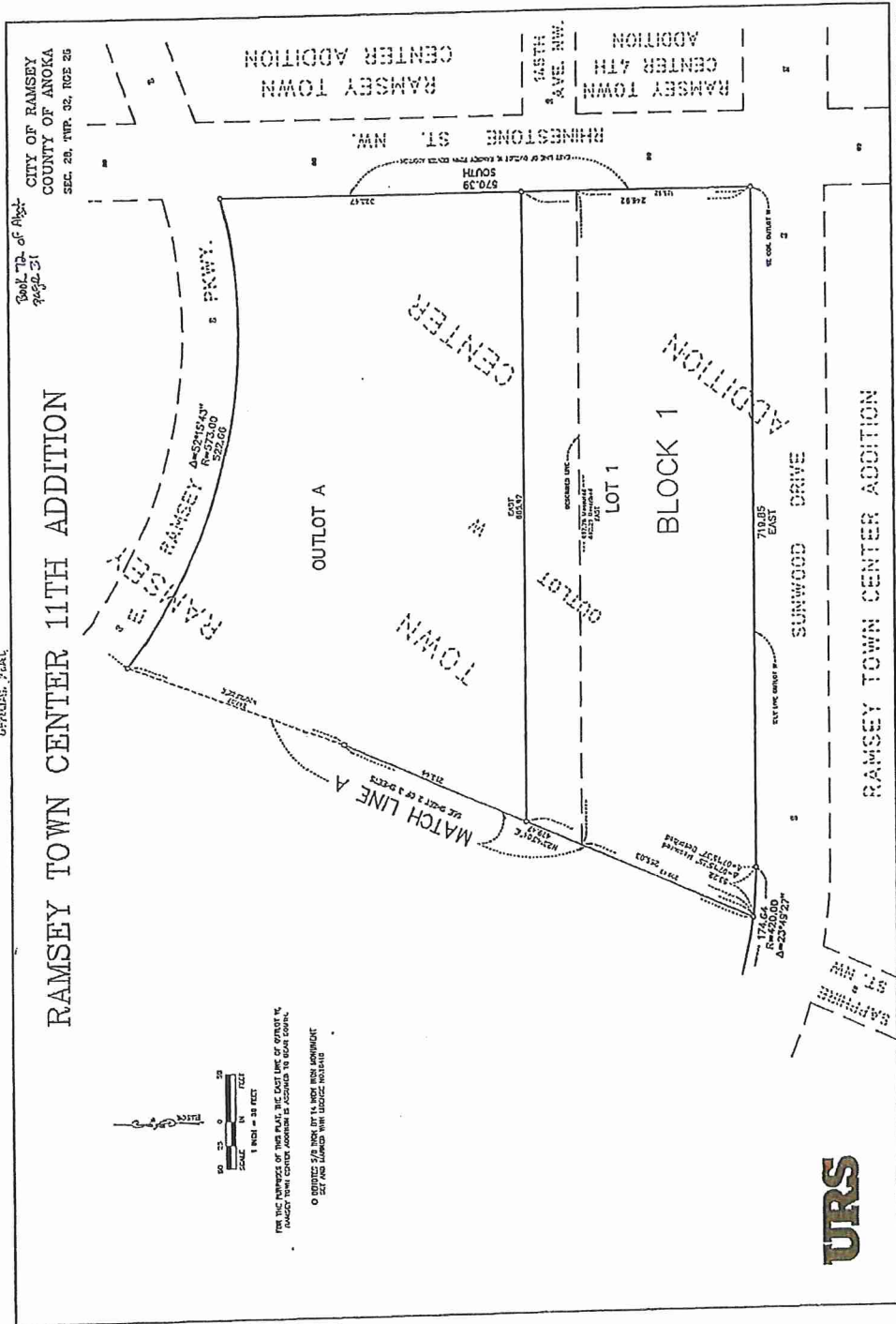
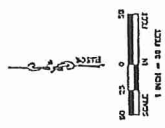


EXHIBIT C



OFFICIAL PLAN
 City of Ramsey
 County of Anoka
 Sec. 28, Twp. 32, Rge. 26



FOR THE PURPOSES OF THIS PLAN, THE EAST LINE OF OUTLET A, OUTLET B, AND OUTLET C ARE LOCATED AS SHOWN ON THIS PLAN.
 © 2010 URS CORPORATION
 ALL RIGHTS RESERVED



EXHIBIT D

ANOKA COUNTY MINNESOTA

Document No.: 1988057.001 ABSTRACT

I hereby certify that the within instrument was filed in this
office for record on: 10/05/2006 2:17:00 PM

Fees Taxes In the Amount of: \$56.00

MAUREEN J. DEVINE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

M.L.E. Deputy

Record ID: 1732585

Exhibit E

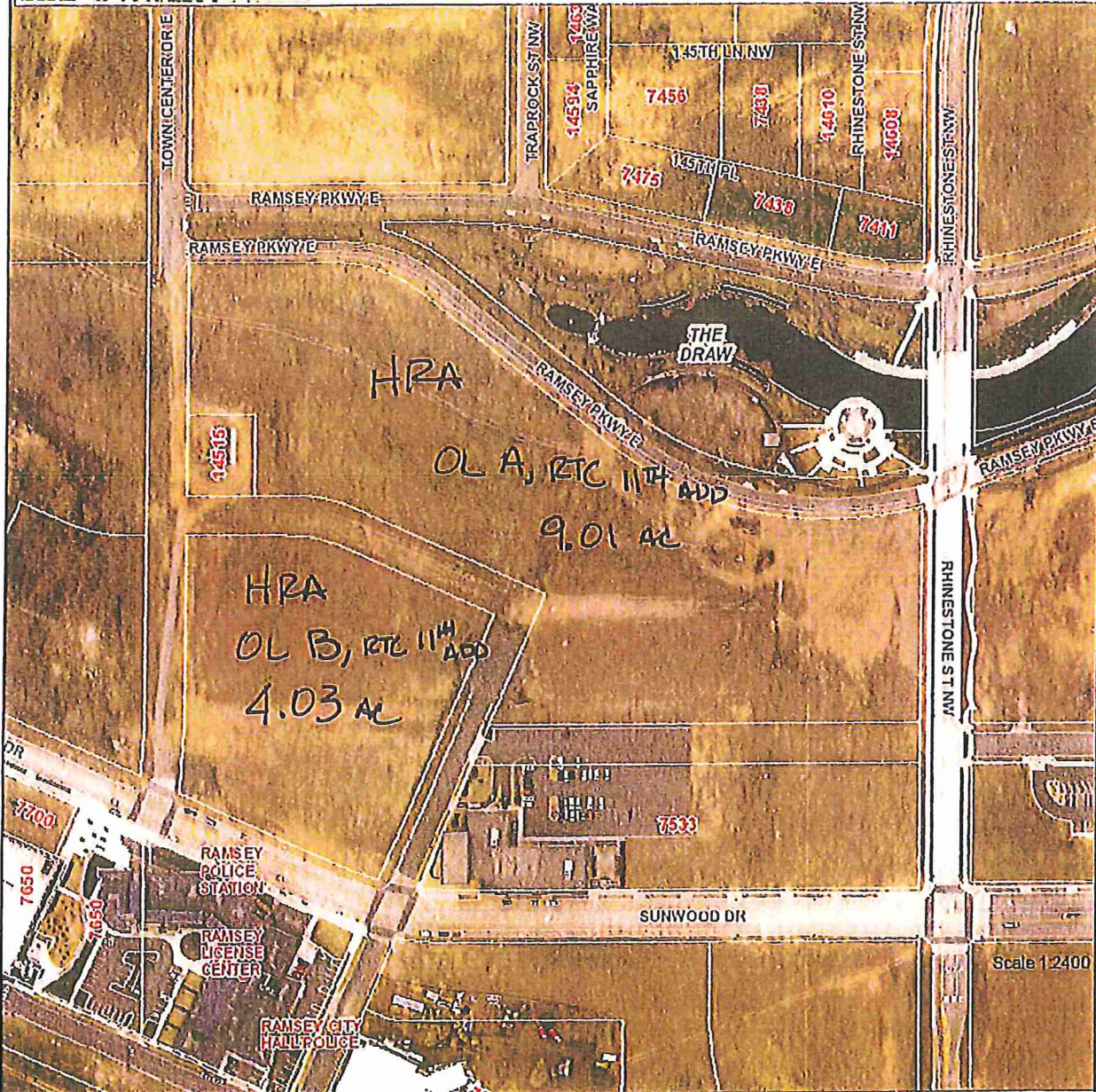
Legal description of the 60' Strip

Lot 1, Block 1, Ramsey Town Center, 11th Addition, Anoka County, Minnesota, except that part which lies southerly of the following described line: Commencing at the South-Easterly corner of Lot 1; thence on an assumed bearing of North along the Easterly line of said Lot 1 for 186.96 feet to the actual point of beginning of the line to be described; thence on a bearing West for 692.28 to the Westerly line of Lot 1 and there terminating.

This lot is .93 acres in size

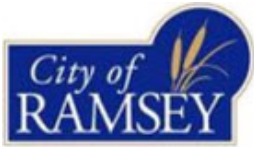


**AERIAL VIEW
OF OL A, OL B
RTC 11th**



Aerial Photo: Flynn Spring 2011





Our Mission: To work together to responsibly grow our community, and to provide quality, cost-effective, and efficient government services.

Economic Development Authority (EDA)

4. 2.

Meeting Date: 01/08/2015

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Title:

Consider Purchase Agreement between NIK Management Group and the City of Ramsey for the Former Municipal Center Site (PORTIONS MAY BE CLOSED)

Purpose/Background:

Purpose

Consider offer from NIK Management Group INC. to purchase City owned property.

Background (Site)

The City owns a 21.5 acre property located at 15153 Nowthen Boulevard. This site is currently located in the Public/Quasi Public Zoning District and is the temporary home of the City's Fire Station #2. The City is currently processing a Zoning Amendment for this property from the Public/Quasi Public District to the R-1 Residential (MUSA) District. Additionally, the City is in the process of designing a new, permanent, location for Fire Station #2. The City will consider taking action on a potential new Fire Station #2 in January/February 2015 (i.e. the Council will consider letting bids). The new location of Fire Station #2 is proposed for just northeast of this site.

This site is currently being listed by CBRE, the City's real estate broker. This property is currently listed at \$40,000 per acre (about \$820,000 total asking price). Development of this site for single family residential will require significant building demolition and site clean up costs (estimated at about \$150,000).

Background (NIK Management)

This Purchase Agreement comes from NIK Management Group (management arm for Bridgeland Development INC). NIK Management Group would act as the developer. NIK Management Group would enter into a LLC Partnership with Rice Creek Building for this specific project. Rice Creek Building's web address is: ricecreekbuildingandremodeling.com. NIK Management Group has completed several projects in Minnesota, Wisconsin and the Dakotas. Attached is background information on NIK Management Group, and their previous projects.

Background (Offer)

The attached NIK Purchase Agreement includes a two-phased closing approach. The buyer would close a purchase on all developable land in April/May 2015 (about 14 acres of the 20.5 total acres); and close on a second purchase for the remaining land (about 7.5 acres) in May of 2016. The second closing requires the City to deliver "clean site" to the buyer; which means: removal of existing structures and improvements at the sole cost of the City (including capping wells, septic tanks, etc.). The City Attorney has reviewed the attached Purchase Agreement. The observations section of this case includes highlights.

Background (Case)

This case was reviewed by the City Council on Tuesday, December 09, 2014. At the time, the Council was

considering two offers. General direction from the Council was to negotiate a Purchase Agreement with NIK Management; and to bring it back in January 2015 for consideration.

Background (Land Use)

From a land use perspective, the proposed project is set for review by the Ramsey Planning Commission on 01/08 (from a preliminary plan perspective). Results of said meeting will be disclosed during the presentation of this case; or may be viewed online at QCTV.org.

Important Note on Access from County Road 5

The existing access to the this site from Nowthen Boulevard will be a major topic to discuss/resolve before the second proposed closing. The existing Nothewn Boulevard access is not owned by the City of Ramsey. Said access has been granted via a temporary easement. When the old municipal center site develops, the City will lose this temporary access easement. Therefore, the City needs to identify a solution to this problem.

Attached to this case are access alternatives. This item will be discussed at a January 08 public open house and with the Planning Commission. Additionally, staff is working with affected property owners and Anoka County to validate alternatives. With proper public input, Planning Commission input, property owner input, and the feasibility of alternatives in-hand, Staff will bring this open item to the City Council for direction. This item does not need to be resolved before signing this agreement. It will need to be resolved before the second closing.

Notification:

NA

Observations/Alternatives:

Observations

Listed below are highlights of the proposed Purchase Agreement with NIK Management:

1. \$929,000 total offer price (\$41,500 per acre for phase one and \$43,500 for phase two). NOTE: the total listing price for this property was \$860,000 (\$40,000 per acre).
2. The proposed deal includes a two-phased closing (first closing on 14 acres in May of 2015 and second closing on 7.5 acres in May of 2016).
3. The second closing requires the City to deliver a "construction-ready" site. Meaning, removal of existing structures, improvements (parking, driveways, etc.), capping wells, removal of septic tanks (if needed), etc. This work is estimated to cost the City about \$150,000.
4. The second closing will require implementation of a "new/re-aligned" access to this site from Nowthen Boulevard. This will affect the City's NET Proceeds. See background section of this case or item 7 below for details.
5. \$10,000 of earnest money will be put down on the project (1.07%). Earnest money is scheduled to be utilized 50% at closing one and 50% at closing two.
6. Major contingencies include site plan, plat, development agreement, and financing approvals before closing.
7. NET PROCEEDS: depending on several unknowns, City staff is estimating NET Proceeds ranging from \$236,887 to \$511,887 for the proposed deal. Attached to this case is a feasibility analysis. NOTE: the City may be able to significantly improve NET Proceeds by utilizing County HRA dollars to offset required City redevelopment expenses. This item is discussed in the feasibility analysis.

Alternatives (recommend to the City Council)

Accept

Staff believes the proposed offer is fair for both parties and recommends the City Council consider accepting. The proposed offer meets the City's asking sale price. The proposed terms and timelines are reasonable to staff, CBRE and the City Attorney. The proposed project accomplishes multiple City goals: selling surplus city owned land, getting tax-exempt land back on the tax-rolls, attaining land proceeds to help offset the cost of Fire Station #2, and help perpetuate the initiative to relocate Fire Station #2.

Revise

The City Council may be interested in amending a number of terms included in this agreement before considering

approval. Based on input from the City Attorney and CBRE, staff is not currently recommending any specific amendments (a few small amendments have been requested and updated). However, any number of terms and conditions could be renegotiated further (not uncommon to request).

Deny

Staff has not identified concerns or issues with the proposed Purchase Agreement that would result in a recommendation to deny. If the Council is in disagreement with any terms/conditions of the proposed agreement, staff would recommend renegotiating said terms/conditions rather than denying this agreement entirely.

Funding Source:

NA

Recommendation:

Staff recommends the City Council consider adopting the attached Purchase Agreement with NIK Management INC. Explanations are included in the "alternatives" section of this case.

Action:

Motion to recommend (approve/amend/deny):

the attached Purchase Agreement between the City of Ramsey and NIK Management INC. for 21.5 acres of City owned land.

Attachments

NIK Project Concepts (Currently Under Review)

Access Alternatives

NIK Management PA 12 17 2014 (draft version currently being revised)

Feasibility Analysis 01022015

Ref Map of 2 Phase Deal

NIK Background

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kathy Schmitz	01/02/2015 03:40 PM
Patrick Brama	Patrick Brama	01/05/2015 08:51 AM
Patrick Brama	Patrick Brama	01/05/2015 09:28 AM
Form Started By: Patrick Brama		Started On: 01/02/2015 08:43 AM
Final Approval Date: 01/05/2015		



City of Ramsey

Concept #2

12/24/14

R-1 Zoning

80' min. lot (135' +/-depth)

* Denotes deviation of lot

10,800 Min. Sq.Ft.

90' min. width @ corner

width to match ex.lots

Lot Count : Ph 1=32, Ph2=12



Scale 1:2400



Aerial Photo: Flown Spring of 2014



City of Ramsey

Concept #3

12/24/14

R-1 Zoning

70' min. lot (135' +/-depth)

* Denotes deviation of lot

10,500 Min. Sq.Ft.

80' min. width @ corner

width to match ex.lots

Lot Count : Ph 1=35, Ph2=18



Aerial Photo: Flown Spring of 2014





City of Ramsey

Concept #4

12/24/14

R-1 Zoning

60' min. lot (135' +/-depth)

* Denotes deviation of lot

8,100 Min. Sq.Ft.

70' min. width @ corner

width to match ex.lots

Lot Count : Ph 1=41, Ph2=17



Alternative A



Unofficial Draft/Concept (not scaled or engineered, for discussion purposes only)

Alternative B



Unofficial Draft/Concept (not scaled or engineered, for discussion purposes only)

Alternative C



Unofficial Draft/Concept (not scaled or engineered, for discussion purposes only)

REAL ESTATE PURCHASE AGREEMENT

This agreement is made by and between the City of Ramsey (the “Seller”), and NIK Management, Inc. a Minnesota corporation (the “Buyer”), its successors and/or assigns) effective as of the last date signed by all parties below (the “Effective Date”).

In consideration of the parties’ mutual covenants, undertakings and representations in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller’s rights, title, and interest in the real property consisting of approximately 21.5 acres, located at 15240 Helium Street NW and 15153 Nowthen Boulevard NW, bearing PID Nos. 233225410035, 233225410019, 233225410018, the legal description of which is set forth in Exhibit 1 to this agreement (the “Property”), together with (a) all easements, privileges, and rights benefitting or appurtenant to the Property; and (b) without limiting the foregoing all water, mineral and all other rights held by Seller and/or which run with the land.

2. Purchase Price and Manner of Payment. The total purchase price (“Purchase Price”) Buyer will pay to Seller for the Property is Nine Hundred Twenty Nine Thousand and no/100 Dollars (\$929,000.00) payable as follows:

a. Earnest Money. (Ten Thousand Dollars (\$10,000.00) as earnest money (the “Earnest Money”) to be paid into escrow to _____ (“Title Company”) by Buyer, upon execution of this Agreement by both parties, to be held by the Title Company and released to Seller at Closing in reduction of the Purchase Price, or as otherwise provided herein. The Earnest Money shall be returned to the Buyer if this Agreement is terminated by the Buyer during the course of the Buyer’s due diligence investigations and inspection period, or if the parties do not reach a mutually acceptable developer’s agreement timely, or if the Buyer’s project does not receive final plat approval timely, or upon Seller’s breach.

b. Closing Payments. Closing shall occur in two stages. The Buyer will purchase, a parcel consisting of _____approximately 14 acres for Forty-One -Thousand _____Five _____Hundred Dollars _____ (\$41,500.00) per acre for a total purchase price of Five _____Hundred Eighty One Thousand Dollars _____(\$581,000.00)within 30 days after final _____plat approval and _____execution of a mutually acceptable developer’s agreement. _____This first parcel is _____described in Exhibit A. ~~The exact area of the first parcel will~~ be established by ibit A. The exact area of the first parcel shall be established by _____a survey to be completed within sixty (60) days of the signing of _____this agreement. _____The Buyer will purchase the second parcel consisting of _____approximately seven and one-half (7.5) acres, _____, for a purchase price of Forty- Three _____Thousand Five Hundred -Dollars (\$43,500) per acre for a total purchase price of _____Three Hundred Twenty Six

Thousand Two Hundred Fifty Dollars

(\$326,250.00).

_____ This second parcel is described in Exhibit A. The exact area _____ of the ~~second~~ ~~first~~ parcel _____ shall be established by a survey to be completed within sixty _____ (60) days of the _____ signing of this Agreement. The closing of the purchase of this ~~second parcel~~ _____ second parcel _____ will take place within thirty (30) days after the Seller certifies to the _____ Buyer that _____ the Property is construction ready. The Seller shall be responsible for _____ making _____ the Property construction ready including the demolition of any existing _____ structures, removal of debris, removal of the mound system and general clean-up _____ all of which shall be completed _____ by June _____ 1, 2016. If the Seller fails to give notice _____ and the Property is in _____ fact not construction-ready by June 1, 2016, the Buyer may, _____ in its sole discretion terminate this Agreement, and the _____ Buyer's obligations under this Agreement.

- (c) **Adjustment to the Purchase Price.** If the Seller requires a connection street in Phase 2 of the development of the Property, the Purchase Price shall be adjusted downward to reflect the cost of construction of the road and the loss of approximately one (1) acre of buildable land. Those costs are estimated to be One Hundred Forty Five Thousand Dollars (\$145,000.00). The parties shall negotiate in good faith, using their best efforts, to reach agreement on the amount of the price adjustment. If the parties cannot reach agreement on this issue, they agree to submit the matter to binding arbitration.

3. Contingencies. Buyer's obligations under this Agreement are expressly contingent upon satisfaction or waiver of each of the following conditions:

- a. **Title.** Title will have been found acceptable to Buyer, or been made acceptable, in accordance with this Agreement's requirements and terms.
- b. **Performance of Seller's Obligations.** Seller will have performed all of its obligations required under this Agreement, as and when required by this Agreement.
- c. **Representations and Warranties.** All of Seller's representations and warranties contained in this Agreement are true and correct as of the Closing Date.
- d. **Inspections and Feasibility and Due Diligence Investigations.** Buyer's satisfaction with the results of and matters disclosed by such inspections, investigations and testing of the Property (the "Inspections"), including without limitation, surveys, soil tests, environmental reports, Phase I reports, and all other tests and inspections of the Property, which Buyer deems necessary or appropriate to determine the suitability and feasibility of the Property for Buyer's intended use of the Property (including without limitation, the successful application for rezoning and plat approval) and Buyer shall have determined, that the Property meets with Buyer's approval, including other assessments such as utilities and

environmental suitability and riparian or other water rights. Seller shall allow Buyer, and Buyer's agents, physical access to the Property without charge at all reasonable times for the purpose of Buyer's Inspections. Buyer's Inspections will be conducted in a manner not unreasonably disruptive to the Property. Buyer shall further repair and restore any damage to the Property caused by or occurring during Buyer's Inspections and return the Property to substantially the same condition as existed prior to such entry.

- e. **Due Diligence Documents.** Buyer shall be satisfied, with Buyer's review and analysis of all of the Due Diligence Documents (as defined herein) and the information contained therein. Within sixty (60) days after the Effective Date, Seller shall provide Buyer with true, correct and complete copies of any and all property tax statements, drawings, repair and maintenance records, contracts, plans, reports, books, records, agreements, surveys, engineering and environmental reports and other reports and documents relating to the Property which are currently in Seller's possession or to which the Seller has reasonable access (collectively the "Due Diligence Documents").
- f. **Inspection and Due Diligence Investigation Period.** Buyer shall be afforded a period of sixty (60) days beginning on the date the Seller delivers to Buyer all of , or the last of the Due Diligence Documents, (the" Due Diligence Period") to complete its inspections and due diligence investigations. If Buyer's inspections and due diligence investigations are not completed within the Due Diligence Period for no fault of Buyer, Buyer may request and Seller shall grant one (1) thirty (30) day extension of the inspection and due diligence period.
- g. **Environmental.** Seller shall, upon execution of this Agreement, and in any event within twenty (20) days thereafter provide Buyer with a complete copy of a Phase 1 Environmental Study Report. Buyer shall have sixty (60) days from the date of delivery to review this report and make any objections based on the information contained in the report. Buyer, may in its sole discretion, within that sixty (60) day period terminate this Agreement based on the information contained in the report. If Buyer determines that any additional studies are required, Seller will cooperate fully with Buyer's efforts to obtain such additional studies.
- h. **Survey.** Seller shall upon execution of this Agreement, and in any event within twenty (20) days thereafter, provide Buyer with an ALTA survey of the Property, clearly designating each of the three (3) parcels comprising the Property, showing the boundaries, encroachments, easements and all other matters usually and customarily shown in such survey. Buyer shall have sixty (60) days from the date of delivery to review this survey and make any objections based on the information contained in the survey. Buyer, may in its sole discretion, within that sixty (60) day period terminate this Agreement based on the information contained in the survey.

- i. . **Financing.** The Buyer's obligations under this agreement are contingent upon the Buyer obtaining a reasonably satisfactory financing commitment within One Hundred Twenty (120) days after the signing of this agreement.
- j. If any contingency has not been satisfied or waived by Buyer, in its sole discretion, on or before the Closing Date, -then Buyer may at its option terminate this Agreement by written notice to the Seller at any time on or before the Closing Date. Upon termination of this Agreement pursuant to this Section 3 (and except as otherwise provided herein), all of the Earnest Money, and any interest accrued thereon, shall be immediately released to Buyer, and upon such return this Agreement shall terminate and neither party shall have any further rights or obligations regarding this Agreement or the Property. All of the contingencies set forth in this Agreement are specifically for Buyer's exclusive benefit, and Buyer shall have the right to unilaterally waive any of Buyer's contingencies contained in this Agreement. Notwithstanding the foregoing, nothing contained in this Section 3 will waive or diminish any right or remedy Buyer may have for Seller's default or breach of this Agreement.

4. Seller's Cooperation. Seller shall fully cooperate with Buyer's feasibility and due diligence investigations. Seller hereby authorizes Buyer and Buyer's representatives, agents, employees, contractors and experts to enter upon the Property during the Due Diligence Period in order to complete Buyer's feasibility and due diligence investigations; and thereafter until Closing to enable Buyer to prepare for taking possession as of Closing. Seller authorizes Buyer to apply for rezoning and final plat approval and for all other development approvals, rights and authorities, and Seller shall attend any meetings or communicate with such public officials and other third parties, as Buyer may reasonably request, in order to facilitate Buyers feasibility and due diligence investigations and Closing.

5. Title Examination. Except for the Permitted Encumbrances, Seller will satisfy all liens or encumbrances against the Property and Buyer will receive the Property free and clear of any and all liens or encumbrances. The title examination for the Property will be conducted as follows:

- a. **Seller's Title Evidence.** Seller shall, as promptly as possible, and in any event within twenty (20) days after the Effective Date, furnish to Buyer all of the following title evidence (the "Title Evidence"):
 - (1) **Title Commitment.** A title commitment (the "Title Commitment") to issue an owner's title insurance policy (the "Title Policy") issued by Title Company or other mutually and reasonably acceptable title insurer. The Title Commitment will be issued on a current ALTA form, including complete and legible copies of all documents of record encumbering or affecting the Property and relevant tax lien, special assessment, judgment and bankruptcy searches, insuring title to the Property, deleting standard exceptions and including such endorsements and other matters as identified by Buyer, in the full amount of the Purchase Price. The Title Commitment will commit the Title Company to insure that Buyer will have good and marketable title to the Property and its

appurtenances on the Closing Date free and clear of all liens, mortgages and encumbrances, except the Permitted Encumbrances, and shall be updated prior to Closing and insuring the boundaries of the Property and of each parcel comprising the Property. The Title Commitment must include a contiguity endorsement for all parcels that make up the Property.

(2) **Survey.** Seller will provide Buyer with a copy of any existing survey and copies of any easements or related documents concerning the Property. Buyer may obtain an ALTA survey prior to Closing (“Survey”) if needed in order to obtain title insurance insuring the boundaries of the Property and each of the parcels comprising the Property.

b. Title Objections. Within thirty (30) days after Buyer’s receipt of the Title Commitment and the Survey, Buyer will make written objections (“Objections”) to the form and/or contents of the Title Commitment and the Survey and the status of title as shown on the Title Commitment and the Survey. Buyer’s failure to make Objections within such time period will not constitute waiver of objections. If an update to the Title Commitment reveals any encumbrance that did not appear in the original Title Commitment, Buyer shall have the right to make Objections to such encumbrance and the provisions of this Section 5 (b) shall again apply to such Objections. Seller shall use its best efforts to correct all Objections within 30 days after receiving the Objections (the “Cure Period”), during which period the Closing will be postponed as necessary. Seller further agrees to use all reasonable efforts and to expend such sums as may be reasonably necessary to make such title marketable in the event a defect is disclosed. To the extent an Objection can be satisfied by the payment of money, Buyer will at its option have the right to apply a portion of the Purchase Price payable to Seller at the Closing to satisfy such Objections and the amount so applied will reduce the amount of the Purchase Price payable to Seller. If the Objections are not cured within the Cure Period, Buyer will have the option to do any of the following:

(1) Terminate this Agreement without any liability and receive a refund of all Earnest Money and accrued interest; or

(2) Withhold from the Purchase Price an amount which, in the Title Company’s reasonable judgment, is sufficient to assure cure of the Objections. Any amount so withheld will be placed in escrow with the Title Company, pending such cure. If Seller does not cure such Objections within 30 days after such escrow is established, Buyer may then cure such Objections and charge the costs of such cure (including reasonable attorneys’ fees) against the escrowed amount. If such escrow is established, the parties agree to execute and deliver such documents as may be reasonably required by the Title Company, and Seller agrees to pay the charges of the Title Company to create and administer the escrow; or

(3) Waive the Objections and proceed to close; provided that Buyer shall have the option, at Closing, to pay directly any liens, mortgages, charges or similar

encumbrances against the Property that are liquidated in amount and to which an Objection has been made by Buyer, and Buyer may deduct the amount so paid from the Purchase Price. Waived Objections shall become "Permitted Encumbrances."

- c. **Title Policy.** Buyer will obtain, at the Closing, a Title Policy issued by the Title Company, or a suitably marked up commitment initiated by the Title Company undertaking to issue such a Title Policy as approved by Buyer.

6. **Closing.** The first closing of the sale of the first 14 acre parcel ("First Closing") shall be held after the close of the Inspection and Due Diligence Period, and within thirty (30) days after final plat approval and execution of a mutually acceptable developer's agreement, and in any event not later than May 30, 2015 (the "First Closing Date"), at the Title Company's office, or another mutually agreed upon location, at a time the parties mutually agreed upon. Seller agrees to deliver possession of the Property to Buyer not later than the Closing Date, and Seller shall remove all personal property not conveyed pursuant to this Agreement and all debris from the Property before the possession date. The second closing of the sale of the second 7.5 acre parcel ("Second Closing") shall be held after the close of the Inspection and Due Diligence Period, and after final plat approval and execution of a mutually acceptable developer's agreement, and within thirty (30) days after Seller has completed the demolition of the existing structures and clean up of the property. One half of the Earnest Money shall be applied in reduction of the Purchase Price to be paid at the First Closing, and one half of the Earnest Money shall be applied in reduction of the Purchase Price to be paid at the Second Closing.

- b. **Seller's Closing Documents.** On the Closing Date, Seller will execute and deliver to Buyer the following documents ("Seller's Closing Documents"):

(1) **Warranty Deed.** A Warranty Deed in a recordable form acceptable to Buyer conveying marketable fee title to the Property to Buyer free and clear of all encumbrances, except the Permitted Encumbrances (the "Deed").

(2) **Seller's Affidavit.** An Affidavit of Title by Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, fixture filings, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property, together with whatever standard owner's affidavit and/or, indemnity (ALTA Form) which may be reasonably required by the Title Company to issue the Title Policy.

(3) **Other Documents.** Any required federal income tax reporting forms, well certificates or septic system disclosures required by law or the Title Company, and all other documents required by the Title Company or Buyer which are reasonably necessary to transfer the Property to Buyer under this Agreement and record the Deed and other closing documents.

c. **Buyer's Closing Documents.** On the Closing Date, Buyer will execute and deliver to Seller the following ("Buyer's Closing Documents"):

(1) **Closing Payment.** The Closing Payment.

(2) **Title Documents.** Such affidavits of Buyer, Certificates of Value or other documents as may be reasonably required by the Title Company to record the Seller's Closing Documents and issue the Title Policy.

7. **Proration.** Seller and Buyer agree to the following proration and allocation of costs regarding this Agreement:

a. **Title Insurance, Closing Fee, Deed Tax, Recording Fees.** Seller will pay all costs of the Title Commitment. Buyer will pay all premiums required for the issuance of an Owner's Title Policy and any mortgagee's title insurance policy. Seller and Buyer will each pay one-half (½) of any reasonable and customary closing fee or charge imposed by the Title Company and any escrow fee charged by the Escrow Agent (except that to the extent Escrow Agent fees are required as a result of title defects or Seller's inability to close then Seller shall pay such costs). Seller will pay all transfer taxes and state deed tax regarding the Deed to be delivered by Seller under this Agreement. Seller and Buyer will each pay one-half of the costs of recording all required documents related to this transaction.

b. **Real Estate Taxes and Special Assessments.** Seller and Buyer shall prorate as of the date of Closing all general real estate taxes, and installments of assessments and special assessments payable in the year of Closing. Seller shall pay all general real estate taxes and installments of special assessments payable therewith in all years prior to Closing. Seller will pay in full, on or before the Closing Date, all special assessments levied, pending, certified or constituting a lien against the Property as of the Closing Date, including without limitation any installments of special assessments including interest payable with general real estate taxes in the year of Closing. Seller shall pay all deferred real estate taxes or special assessments which may become payable as a result of the sale contemplated by this Agreement. Seller shall pay all delinquent real estate taxes and special assessments, together with all penalties, interest, and costs payable in the year of Closing and all prior years. Buyer shall pay all real estate taxes and special assessments payable therewith in all years after the Closing.

c. **Attorneys' Fees.** A party defaulting under this Agreement or any closing document will pay the reasonable attorneys' fees and court costs incurred by the non-defaulting party to enforce its rights regarding such default.

8. **Operations Before Closing.** During the period from the Effective Date to the Closing Date, Seller will not enter into or consent to any agreement or obligation

regarding the Property which is not terminable before Closing without Buyer's prior written consent.

9. Seller's Representations and Warranties. Seller represents and warrants to Buyer now and as of the Closing Date as follows:

- a. **Title to Property.** Seller owns the Property, and on the Closing Date,(which may be in connection with and as a result of the Closing) the Property will be free and clear of all liens and encumbrances, except the Permitted Encumbrances.
- b. **Roads and Utilities.** The Property has full and complete legal access from an adjoining public road. Electric, water, sanitary sewer, and natural gas utilities are available to the improvements on the Property. Seller has no knowledge of and has received no notice of actual or threatened reduction or curtailment of any roadway access or utility service now supplied, or to be supplied, to the Property.
- c. **Assessments.** Seller has no knowledge of and has not received any notice of actual or threatened special assessments or reassessments of the Property, or any hearing notice of a new public improvement project from any governmental assessing authority, the costs of which may be assessed against the Property. Seller will promptly provide Buyer with any notices it receives regarding any special assessments or other charges against the Property.
- d. **Rights of Others to Purchase Property.** Seller has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal, options to purchase, rights to build, leases or any other agreements regarding the Property, or any other rights of others that might prevent this Agreement's consummation or Buyer's purchase of the Property in any way.
- e. **Construction Liens.** No materials have been delivered nor any work or labor performed on the Property under contracts with Seller during the last 120 days which have not been fully paid for, and no person or entity presently has any lien, or right of lien, against the Property for labor or materials. Seller will indemnify Buyer for all amounts that Buyer may be compelled to pay in discharging or settling any mechanics lien filed for record against the Property and relating to such labor and/or materials.
- f. **Wells, Septic Systems, Tanks.** There are no wells located on the Property. There are no septic tanks located on the Property. The Property does not contain, and has not contained, any above ground or underground storage tanks.
- g. **Compliance With Law.** To Seller's best knowledge, the Property is in compliance with, and shall be in compliance with on the Closing Date, all applicable zoning ordinances and other applicable federal, state and local laws and regulations with respect to the Property. Any requirements of the City of Minneapolis or other governmental agencies to bring the Property into compliance shall be the responsibility of Seller.

- h. Proceedings.** There is no action, litigation, investigation, condemnation or proceeding of any kind pending or, to Seller's knowledge, threatened against Seller or any portion of the Property except as disclosed to Buyer in writing as of the date of this Agreement.
- i. Environmental Issues.** To Seller's best knowledge, the Property does not contain any hazardous waste or materials and is in compliance with all applicable environmental laws, and Seller has obtained all permits required under the federal state and local environmental laws in connection with the Property's ownership and operation. Seller has not received, nor is aware of, any notice of any past, present, or anticipated future events, conditions, activities, investigations, plans, studies or proposals, which: (a) would interfere with or prevent compliance by Seller with any environmental law; or (b) may give rise to any common law or statutory liability or otherwise form the basis of a claim, action, suit, proceeding, investigation or hearing, involving Seller or the Property and related in any way to hazardous substances or environmental laws. To Seller's knowledge, no investigation, administrative order, consent order and agreement or litigation and settlement with respect to solid waste or hazardous materials is in existence or threatened or anticipated with respect to the Property. Seller shall indemnify and hold Buyer harmless from and defend Buyer against any and all claims for violations of the federal, state or local environmental laws (including without limitation, claims arising out of any discharge of hazardous wastes) that occurred prior to the Closing. This indemnification shall include the right of the Buyer to recover and be paid any and all legal fees and costs incurred by Buyer (whether or not an action was started) in enforcing this indemnification or otherwise incurred as a result of Seller's breach. This duty of indemnification shall survive the Closing.
- j. Methamphetamine Disclosure.** Seller is not aware of any methamphetamine production that has occurred on the Property.
- k. Authorization.** Seller has the requisite power and authority to enter into this Agreement and the Seller's Closing Documents signed by Seller. Seller's execution, delivery and performance of this Agreement and Seller's Closing Documents does not conflict with or result in violation of any contract or agreement, or any judgment, order or decree of any court or arbiter to which Seller is a party. This Agreement and Seller's Closing Documents are Seller's valid and binding obligations, and are enforceable in accordance with their terms.

Except as specifically provided in this Agreement, Seller makes no other express or implied warranties or representations of any kind regarding the Property, including without limitation, the Property's condition, merchantability or fitness for a particular purpose. Seller will indemnify Buyer, its successors and assigns, against, and will hold Buyer, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after Closing. Each of the representations and warranties contained in this Agreement shall survive the Closing and delivery of the Deed. Consummation

of this Agreement by Buyer with knowledge of any such breach by Seller will not constitute a waiver or release by Buyer of any claims due to such breach. These warranties and the duty of indemnification shall survive Closing.

10. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that Buyer has the requisite power and authority to enter into this Agreement and the Buyer's Closing Documents signed by Buyer. This Agreement and Buyer's Closing Documents will have been duly authorized by all necessary action on Buyer's part and will have been duly executed and delivered. Buyer's execution, delivery and performance of this Agreement and Buyer's Closing Documents does not conflict with or result in violation of any contract or agreement, or any judgment, order or decree of any court or arbiter to which Buyer is a party. This Agreement and Buyer's Closing Documents are Buyer's valid and binding obligations, and are enforceable in accordance with their terms. These warranties will survive Closing.

11. Condemnation. If, before the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, Seller will immediately give notice to Buyer of such fact, together with a legal description of the property being taken, and Buyer shall have the right at its option to terminate this Agreement by giving notice to Seller within 30 days after receiving Seller's notice or to purchase any remaining part of the Property which has not been so taken by condemnation or eminent domain, with a pro rata reduction in the Purchase Price based on the number of square feet taken. Upon termination of this Agreement pursuant to this Section, the Earnest Money shall be returned to Buyer and neither party will have further obligations under this Agreement. If this Agreement is not terminated under this Section, any awards from such condemnation or eminent domain proceedings shall belong to Seller. Before the Closing Date, Seller will not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent, which shall not be unreasonably withheld.

12. Mutual Indemnification. Seller and Buyer agree to indemnify each other against, and hold each other harmless from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership, operation or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will not arise to the extent that: (a) the party seeking indemnification actually receives insurance proceeds or other cash payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys' fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If and to the extent that the indemnified party has insurance coverage, or the right to make claim against any third party for any amount to be indemnified against as set forth above, the indemnified party will, upon full performance by the indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payment made by such party.

13. Survival. All of this Agreement's terms will survive and be enforceable after the Closing.

14. Notices. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement when it is: (a) delivered personally to the party or an officer of a party; (b) deposited in a sealed wrapper in the United States mail, postage prepaid; (c) deposited cost paid with a nationally recognized, reputable overnight courier; or (d) faxed or emailed, provided an original is personally delivered or deposited as provided herein, properly addressed as follows:

If to Seller:

If to Buyer: Neal Kzryzaniak
NIK Management, Inc.
11736 177th Street West
Lakeville, MN 55044
Email: nealkay@live.com

Notices will be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit the time for response to any notice by the other party will commence to run one business day after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, five (5) days prior to the effective date of such change.

15. Captions. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

16. Entire Agreement; Modification. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written Agreements between the parties regarding the Property. There are no oral or side agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties.

17. Binding Effect. This Agreement binds and benefits the parties and their respective successors and assigns.

18. Controlling Law. Minnesota law will govern this Agreement.

19. Time of the Essence. Time is of the essence with respect to all matters in this Agreement.

20. Remedies. If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving 30 days written notice to Buyer. If Buyer fails to cure the default within 30 days of service of the notice, this Agreement will terminate, and upon the

termination, Seller will retain the Earnest Money as Seller's sole remedy and Buyer shall not be liable for damages or specific performance. Upon Seller's default, Buyer shall have the right to receive all Earnest Money and all rights to seek and recover from Seller damages for non-performance and/or to seek specific performance of this Agreement. In addition to and not in limitation of the foregoing, if prior to Closing, Seller defaults on any of the warranties, covenants or agreements in this Agreement or if any representation shall be untrue, then Buyer may at its option terminate this Agreement without liability to Buyer and all Earnest Money shall be refunded to Buyer. In the event of a breach of this Agreement, Buyer, and its affiliate, His Management Group, Inc. shall retain the rights of offset and set off against Seller for any amounts owed or owing to Seller whether or not such amounts relate to this Agreement\

21. Cooperation. Seller shall, without charge to Buyer, fully cooperate in Buyer's attempts to obtain all governmental approvals of Buyer's intended use and development of the Property which are necessary in Buyer's sole judgment. Seller shall further execute such applications and any other documents as may be required by governmental bodies to accomplish the foregoing. In addition, after the Closing, each of the parties, without further consideration, agrees to execute such additional documents as may reasonably be necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective parties under this Agreement.

22. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute the Agreement. Facsimile and emailed signatures shall be sufficient for all purposes.

SELLER:

City of Ramsey

Dated: _____, 2014

BUYER:

NIK Management, Inc.

Dated: _____, 2014

By: _____

Its: _____

Feasibility Analysis

Revenues

	Price Per A	Acres		
Phase 1	\$ 41,500.00	14	\$	581,000.00
Phase 2	\$ 43,500.00	7.5	\$	326,250.00
			GROSS Revenues:	\$ 907,250.00

Expenses

CBRE (5% commission)			\$	45,362.50
Site Clean Up Costs			\$	150,000.00
(A*) Internal Road (90K road, 60K loss development)			\$	150,000.00
(B**) External Road (XX Road, XX Acquisition)			\$	425,000.00
Contingency			\$	50,000.00
			GROSS Expenses A:	\$ 395,362.50
			GROSS Expenses B:	\$ 670,362.50

NET Proceeds***

A:	\$	511,887.50
B:	\$	236,887.50

County HRA Dollars: generally speaking, staff will recommend all applicable City costs associated with this project be considered for funding by the Anoka County HRA. If the City chose to utilize this funding source, multiple expenses shown in this feasibility report would become additional revenue available to apply to Fire Station #2 (i.e. site clean-up costs, Alternative B, etc.). If this contract is executed, staff will work with the EDA to draft a preliminary application to the County HRA.

A* NIK Management construct an internal connection to their site. If this internal connection was required by the City, it would result in three connections to the NIK project. This would result in additional costs to the developer. Therefore, the developer would require to be compensated on the purchase price. This would be negotiated with phase-two closing. However, staff and NIK have identified about \$150,000-\$200,000 for starters.

B** City construct a connection across Nowthen Boulevard to 151st LN NW. The City would need to purchase a private property to accomplish this alternative. Staff is currently working with said property owner. NOTE: this alternative would result in additional land proceeds down the road (\$100,000-\$175,000)--said proceeds are not included in the above analysis due to timing and unknowns. If reasonably achievable, this alternative is preferred by City staff.

*****Property Tax Proceeds.** It is estimated, at full build out, over \$130,000 in annual property taxes would be collected from the proposed development. The City would receive about 35% of total property taxes (about \$49,000).



RAMSEY 21 ACRE'S
SINGLE FAMILY RESIDENTIAL HOUSING

SUBMITTED BY:

NIK MANAGEMENT INC

11736 177TH STREET WEST
LAKEVILLE MN 55044
OFFICE 952-236-9424
CELL 612-709-1893
EMAIL NEALKAY@LIVE.COM

Pat,

Here is a history on NIK Management INC

NIK has been the management arm for Bridgeland Development INC for approximately 20 years.

Bridgeland has developed around 30 subdivisions through out the Twin Cities Arizona ,and Wisconsin [see marketing brochures attached]

NIK has recently completed a transaction in Williston N,D for 144 apartment units [see attached]

NIK has partnered with Rice Creek Builders on this site to be the building arm [see attached for info on Rice Creek]

The plan is to build split levels homes , multilevel homes , 2 story homes , and ramblers to fit into the surrounding neighborhoods that are already there.

Funding for this development has been offered to us from a # of sources

Thank you

Neal K

SUBDIVISIONS

Completed and Current

LAKE VILLA GOLF ESTATES

of Lots: 80 Single Family-Lakeville
Price Range: \$180,000 - \$350,000
Date: 1988-Builder & Developer

LAKE VILLA ESTATES-Woodbury

of Lots: 80 Single Family
Price Range: From \$175,000
Date: 1992-1997 Developer

FOX RUN OF WOODBURY

of Lots: 155 - Single Family
Price Range: From \$145,000
Date: 1992-199 Developer

PINE VALLEY EST. - I G Hts.

of Lots: 26 Single Family
Price Range: From \$150,000
Date: 1993-1998

AUTUMN WOODS -I G Hts.

of Lots: 31 Single Family
Price Range: From \$110,000
Date: 1992-1995

DIAMOND PATH -Apple Valley

of Units: 46 Townhome
Price Range: \$75,000+
Date: 1994 Developer

EAGLE RIDGE ESTATES

of Lots: 13 Sgl Fam-Independence
Price Range: From \$250,000
Date: 1998 - 2001. Developer.

WOODHAVEN PONDS

of Lots: 52 Sgl Fam-Inv Grv Hts
Lot Prices: From \$68,300 - \$84,900
Date: 1999 - 2002. Developer.

ST. CROIX ESTATES

of Lots: 42 Sgl Fam-Hudson, WI
Price Range: \$225 -\$500,000
Date: 1995 Developer

PINE RIDGE ESTATES

of Lots: 18 Sm acrg-Big Lake
Price Range: From \$130,000
Date: 1997 Developer

ST. BONIFACIUS ESTATES

of Lots: 96-Sgl Fam-St.Boni
Price Range: \$125 - \$200,000
Date: 1996 - 2000 Developer

RIVER OAKS-ROCKFORD

of Lots: 74-Sgl Fam-Rockford
Price Range: \$130 to \$180k
Date: 1998 - 2001 Developer

EMERALD HILLS New Mkt

of Lots: 13 Sm. Acreage Lts
Price Range: \$250,-\$500,000
Date: 1997 Developer

WESTON RIDGE

of Lots: 41 Sgl Fam-Chaska
Price Range: \$375,000+
Date: 1998 Developer

PRESERVE EST -Elk River

of Lots: 27 Sgl Fam Acrg
Price Range: \$300 -- \$400,000
Date: 1999-2003. Developer.

CHASKA POINTS WEST

61 Town Home Sites. Site Wk
in 2001/02. CENTEX bought
the site in Sept, 2001.

PRAIRIE VIEW of BUFFALO

of Lots: 57 Single Family
1999 Completed Site Development.
SOLD to Keyland Homes in 1999.

HILLSTROM GARDENS

of Lots: 8 Sgl Fm – Independence
Lot Prices: \$159,900 - \$261,200
Date: 2001 – present. Developer.

PRAIRIE VIEW 2 & 3 - BUFFALO

of Lots: 27 & 2 Sgl Fam Sites.
2002 Completed Site Development.
SOLD to Keyland Homes in 2002.

GRASS LAKE FARM – Winsted

of Phase I Lots: 37 S F
Initial Site Development in Fall, 2002.
Home closings July, 2003.

RIVER WOODS–St. Paul Park

of T H Lots: 91
Site Development: August, 2003.
Sold development to CENTEX.

RIDGEVIEW–Red Wing, MN

of T H Lots: 127
Site Development: Summer, 2004.
Development to be sold to CENTEX.

ROLLING MEADOWS-Montrose

of Phase 2 Lots: 31 S F
Site Development in 2004/5.
Lot Sales: Summer 2005.

LIBERTY GLEN – St. Cloud

of Lots: 114 Townhome
Site Development in 2004/5.
Sold Townhome lots in 2005.

DIAMOND VALLEY EST

of Lots: 14 Sgl Fam in A.V.
Completed Site Work 2001/02.
SOLD to Ryan Real Estate.

FAIRWAY WOODS

of Lots: 14 Sgl Fm–Credit Rvr
Lots: \$119,900-\$189,900
Dev & Sold: 2001 – Jan-2004.

CARRIAGE HM-MPL HILLS

of Lots: 100 T H Lots.
Completed Site Development
Work & SOLD to CENTEX (02)

ROLLING MDWS-Montrose

of Lots In Phase I: 36 S F
Site developed in 2003.
Final Lot Sale: Sept. 2005.

MAPLE RIDGE - Cambridge

of T H Lots/ Phase I: 46
Site development: 2003.
Completed site to Wold.

RIVER OAKS EST/VILLAS

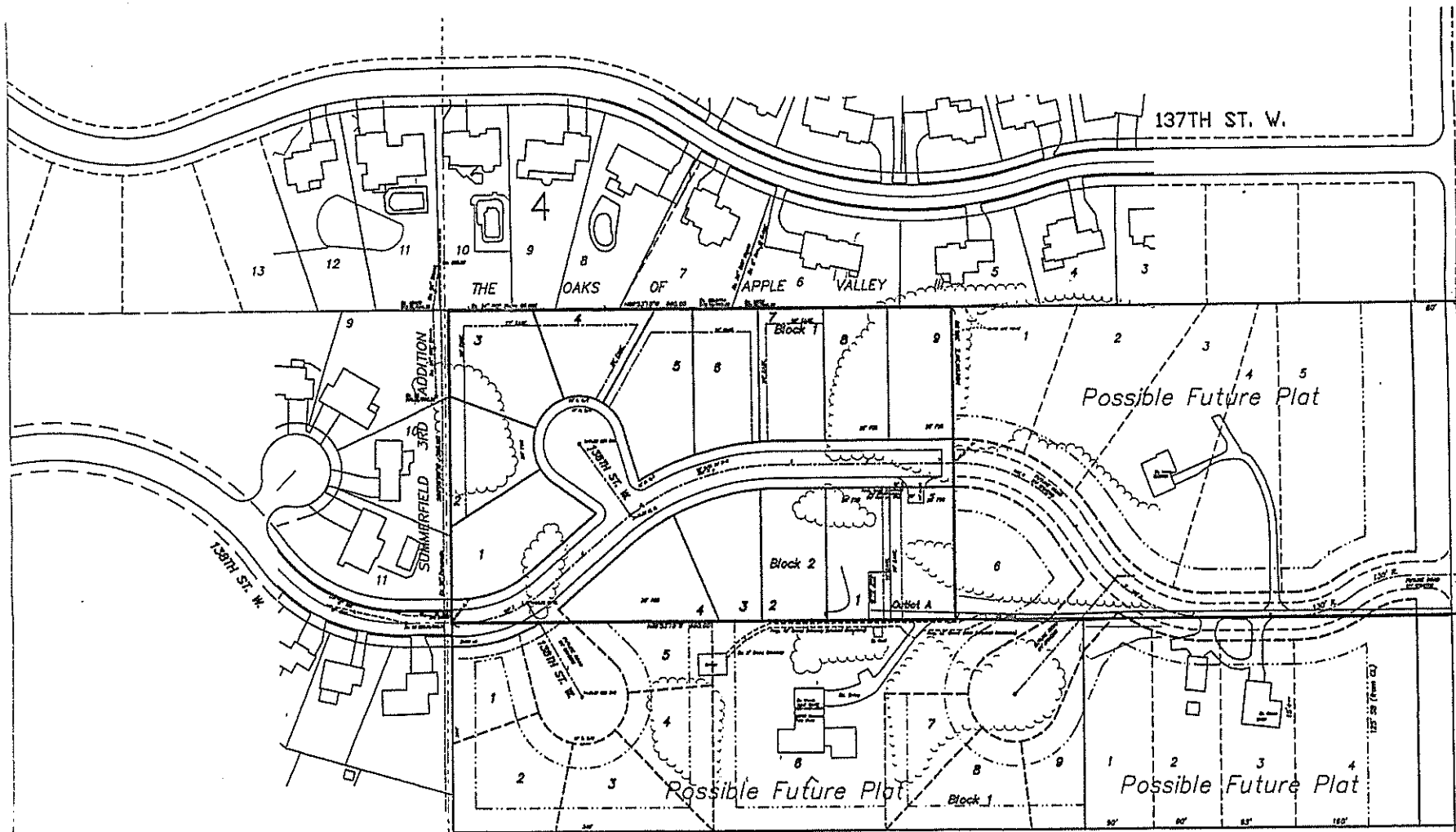
Becker, MN Multi/SF: 96
Site Devel in 2004. Multi,
Twin, Villa sold to 3 bldrs.
S Family Lots (14): 2004-

OAK MEADOWS -Cmbrdge

of TH Pads in Ph 1: 69.
Site Development: 2005.
Sold to local builder- 2005.

FRANCONIA MEADOWS

of Lots - Ph 1: 12.
Lot Prices: \$121-\$167 k
Dev & Lot Sales: 2005.



R-3 ONE FAMILY RESIDENTIAL ZONING
 Front yard setback 30'
 Side yard setback (house/gar.) 10' house/5' gar. (20' corner)
 Rear yard setback 30'

- UTILITY & STREET DESIGN BY CITY:**
- DEVELOPER:**
 - Hest Krystofek
 - Maximizing Development (952-449-5901)
 - TYPE BUSINESS:**
 - Peter Smeets, PE
 - Terra Engineering Inc. (763-593-9325)
 - SURVEYOR:**
 - Gary Harris, RLS
 - John Siver & Associates (952-814-2143)
 - SOIL ENGINEER:**
 - Merv Jensen, PE
 - Soil Testing Services (763-215-6200)
 - WETLAND CONSULTANT:**
 - Wes De Ruyter
 - Kjaerhaug Environmental Services Co. (952-451-8757)

Disturbed area shown = 4.89 ac.



CL. 137TH ST. W. > DIAMOND PATH (C.S.A.H. NO. 33)

TERRA ENGINEERING, INC.
 6001 Glenwood Ave
 Minneapolis, MN 55422
 (763) 593-9325
 Civil Engineering - Land Planning - Consulting

Project No. 10414
 Date: 6/5/01

SITE PLAN
 DIAMOND VALLEY ESTATES
 APPLE VALLEY, MINNESOTA

DATE: 6/5/01
 PROJECT NO: 00-125
 SHEET NO: 00-125

ROLLING MEADOWS, MONTROSE, MN

DEVELOPER
 Neil Krzywicki
 Regisland Development Co.
 20141 Route 714
 Leaside, MN 55544
 (763-485-1200)
CONSULTANTS
 Peter J. Koschik, P.E.
 Terra Engineering, Inc.
 6001 Glenwood Ave.
 Minneapolis, MN 55422
 (763-583-8325)
SUBMITTERS
 Robert Rankin, RLS
 Meyer-Rankin, Inc.
 1111 Hwy. 234
 Buffalo, MN 55313
 (763-485-1787)
DESIGNERS
 Wayne Stark
 Independent Trading Technologies
 537 31st Ave. S.
 West Park, MN 56387
 (507-233-4338)
RETAINING CONTRACTORS
 Lisa DeBruyck
 Kalkreuth Environmental Services
 28165 Mid-Rose Lane
 Shorewood, MN 55331
 (952-607-8797)

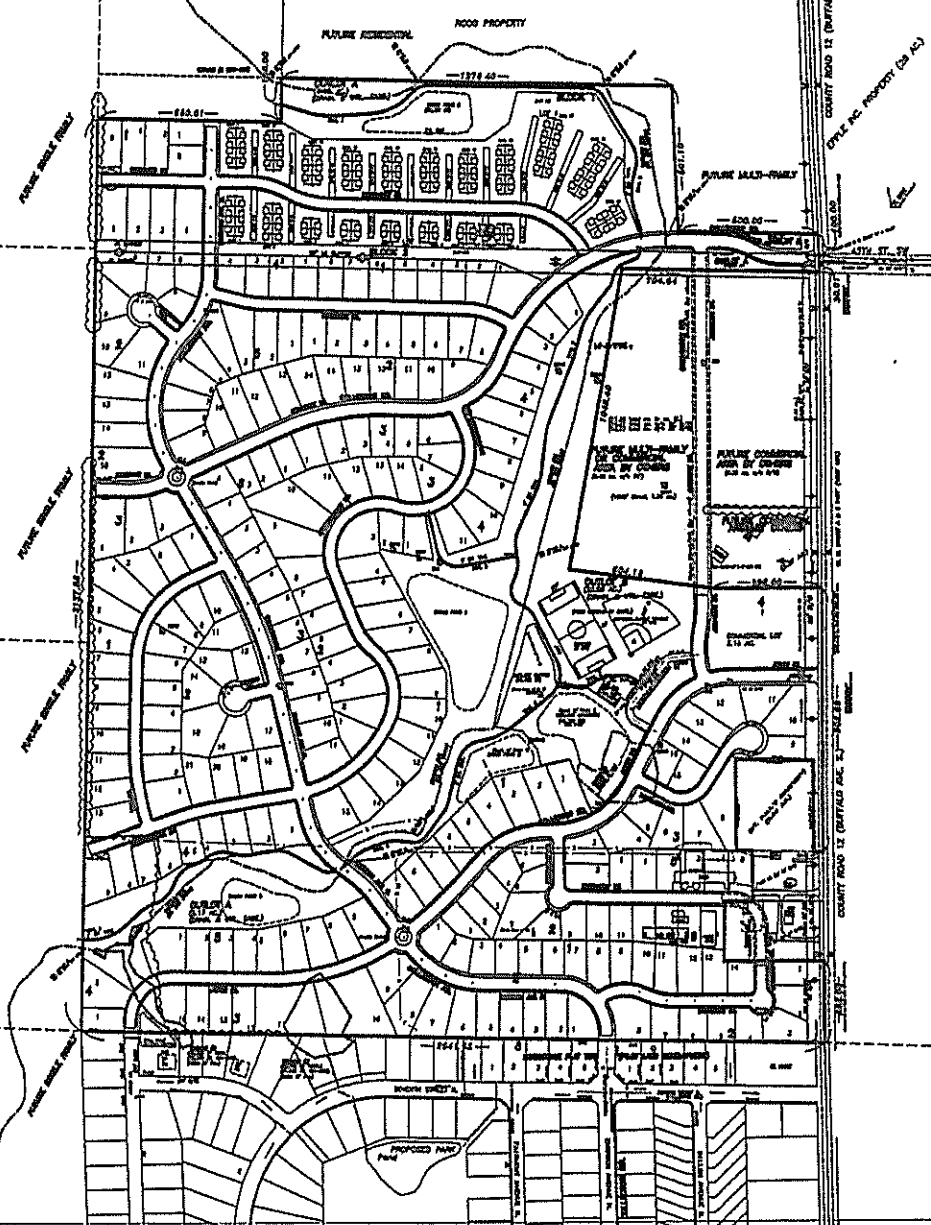
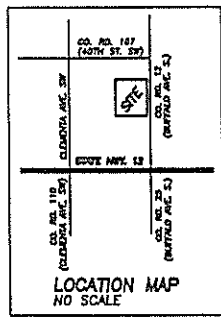
FRISBE PROPERTY (158 AC)

HOWE PROPERTY (60 AC)

ROSB PROPERTY (72 AC)

LEHT PROPERTY (42 AC)

HELVIG PROPERTY (40 AC)



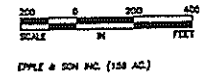
TERRA ENGINEERING, INC.
 6001 Glenwood Ave.
 Minneapolis, MN 55422
 (763-583-8325)
 Civil Engineering - Land Planning - Consulting

DATE	DESCRIPTION

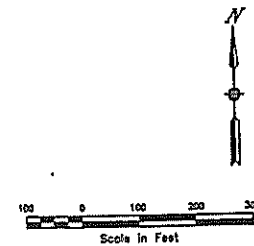
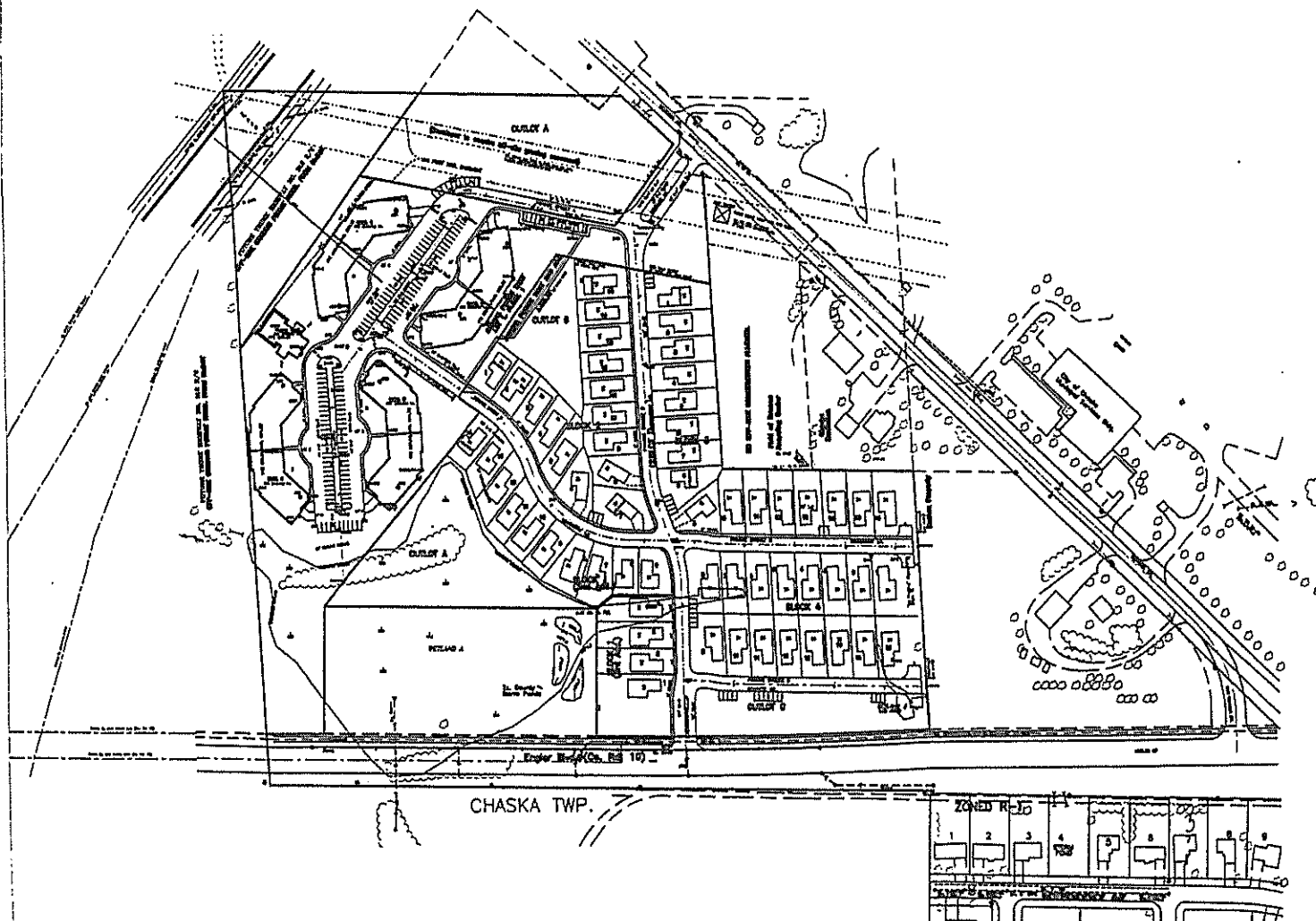
DESIGNED BY	P.J.K.
DRAWN BY	R.A.L.
CHECKED BY	P.J.K.
DATE	10/1/02

COVER SHEET/LOCATION MAP
 ROLLING MEADOWS
 MONTROSE, MINNESOTA

DATE: 10/1/02
 PROJECT NO: 00-124
 SHEET NO: 1



CHASKA POINTS WEST



TERRA ENGINEERING, INC.
 6001 Glenwood Ave.
 Minneapolis, MN 55422
 (612-993-8337)

Project No. 00-107
 Date: 7/10/00
 Scale: As Shown

Author: J.A.L.
 Designer: J.A.L.
 Checker: J.A.L.

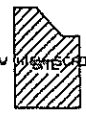
Project Name: CHASKA POINTS WEST
 Location: Chaska, Minnesota

COVER SHEET

Project No: 00-107
 Date: 7/10/00
 Sheet No: 1

CONCEPT PLAN
CRESTVIEW HIGH SCHOOL SITE
 CRESTVIEW, FLORIDA
 PREPARED FOR:
BRIDGELAND DEVELOPMENT COMPANY

T\05-111 CRESTVIEW HIGH SCHOOL SITE, FLORIDA\MAP.DWG
 MS
 HS



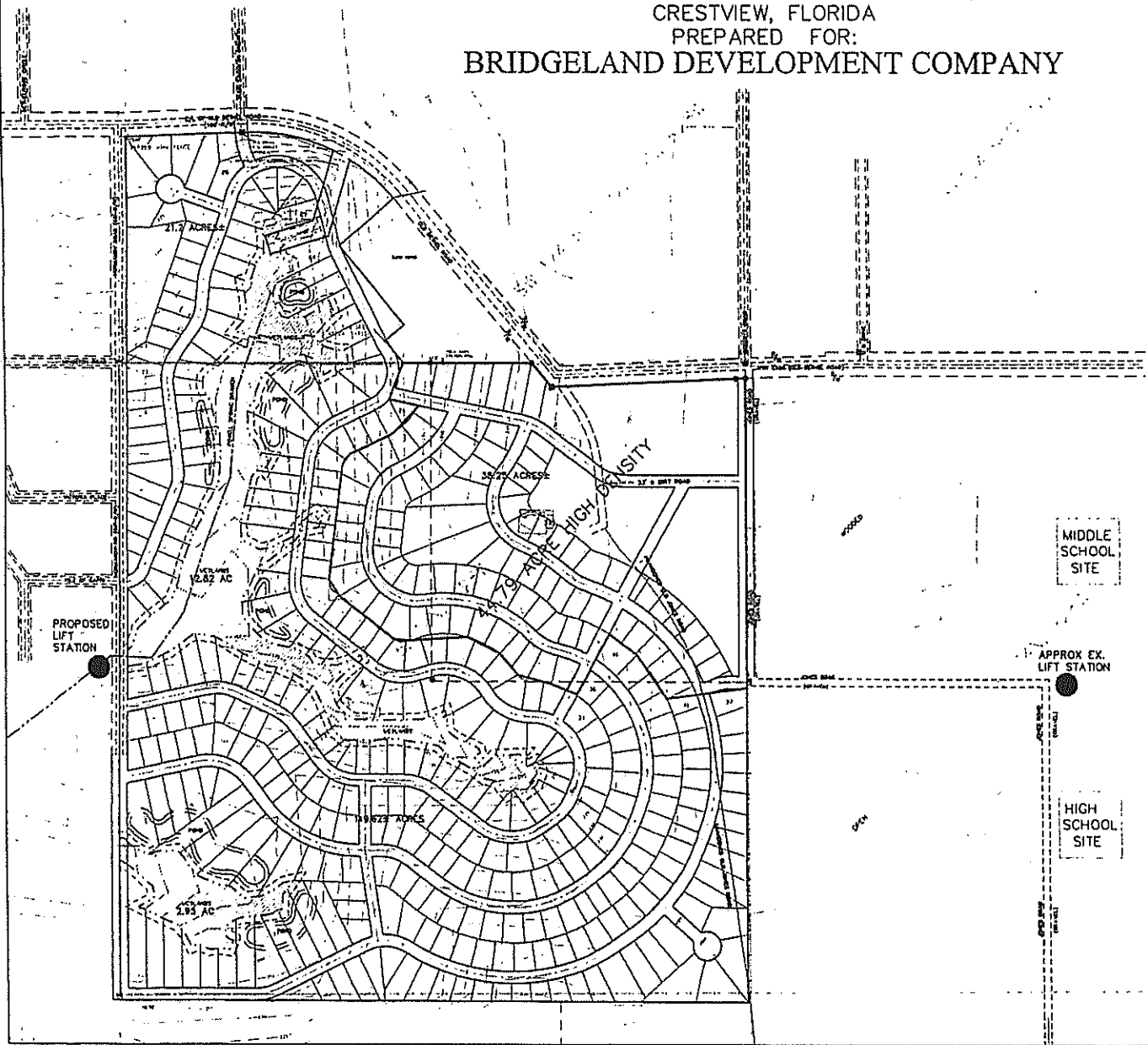
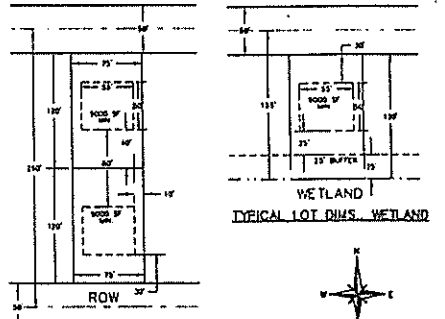
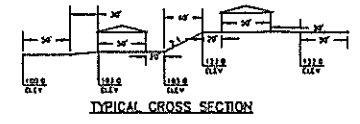
LAKE KENNEDY

LOCATION MAP
 NO SCALE

SITE DATA			
TOTAL EXISTING SITE 418073 ACRES			
338 SINGLE FAMILY LOTS SHOWN (EXCL. 44.78 AC HIGH DENSITY)			
CRESTVIEW FLORIDA (R-1 SINGLE FAMILY DISTRICT)			
MAX. BUILDING HEIGHT	25'	35'	45'
MIN. LOT SIZE	8000' SF	6000' SF	
MIN. WIDE (TO BLDG LINE)	30'	50'	
FRONT SETBACK	30'	35'	
REAR SETBACK	25'	25'	
SIDE SETBACK	10' (25' CORNER)	7.5' (25' CORNER)	
MAX. LOT COVERAGE (EXCL. DECKS)	40%		
STREET DESIGN			
STREET TYPE	RIGHT-OF-WAY	PAVEMENT	SEW. GRADE
MAJOR	75'	24'	7%
COLLECTOR	60'	24'	8%
MINOR (<600')	50'	24'	10%
MINOR (<400')	40'	22'	10%
CUL-DE-SAC	50'	21'	10%
	(50' RAD ROW)	(30' BY RAD)	(2% RETURN RAD.)
CLEAR VISIBILITY TRIANGLE (FROM CENTERLINE)			
ARTERIAL = 200'			
COLLECTOR = 150'			
DRIVEWAY/RESIDENTIAL STREET = 100'			
WETLAND INFORMATION			
WETLANDS DELINEATED BY DCSA, CENTRAL & SNOF INC (810) 310-1047			
25' VEGETATION BUFFER REQUIRED (PER CITY OF CRESTVIEW)			
TOTAL WETLAND AREA = 12.77 ACRES			

DEVELOPER
 Neal Krzyzosiak, Steve Nelson
 Bridgeland Development (952-985-5000)
 10657 163TH ST. W.
 LAKEVILLE, MN 55044

CIVIL ENGINEER
 Peter Knoebel, PE
 Matt Payne, DT
 Terra Engineering (763-593-9325)



TERRA ENGINEERING, INC.
 6001 Glenwood Ave #22
 Minneapolis, MN 55422
 (763) 515-9253
 Civil Engineering - Land Planning - Consulting

DATE: 6/6/05

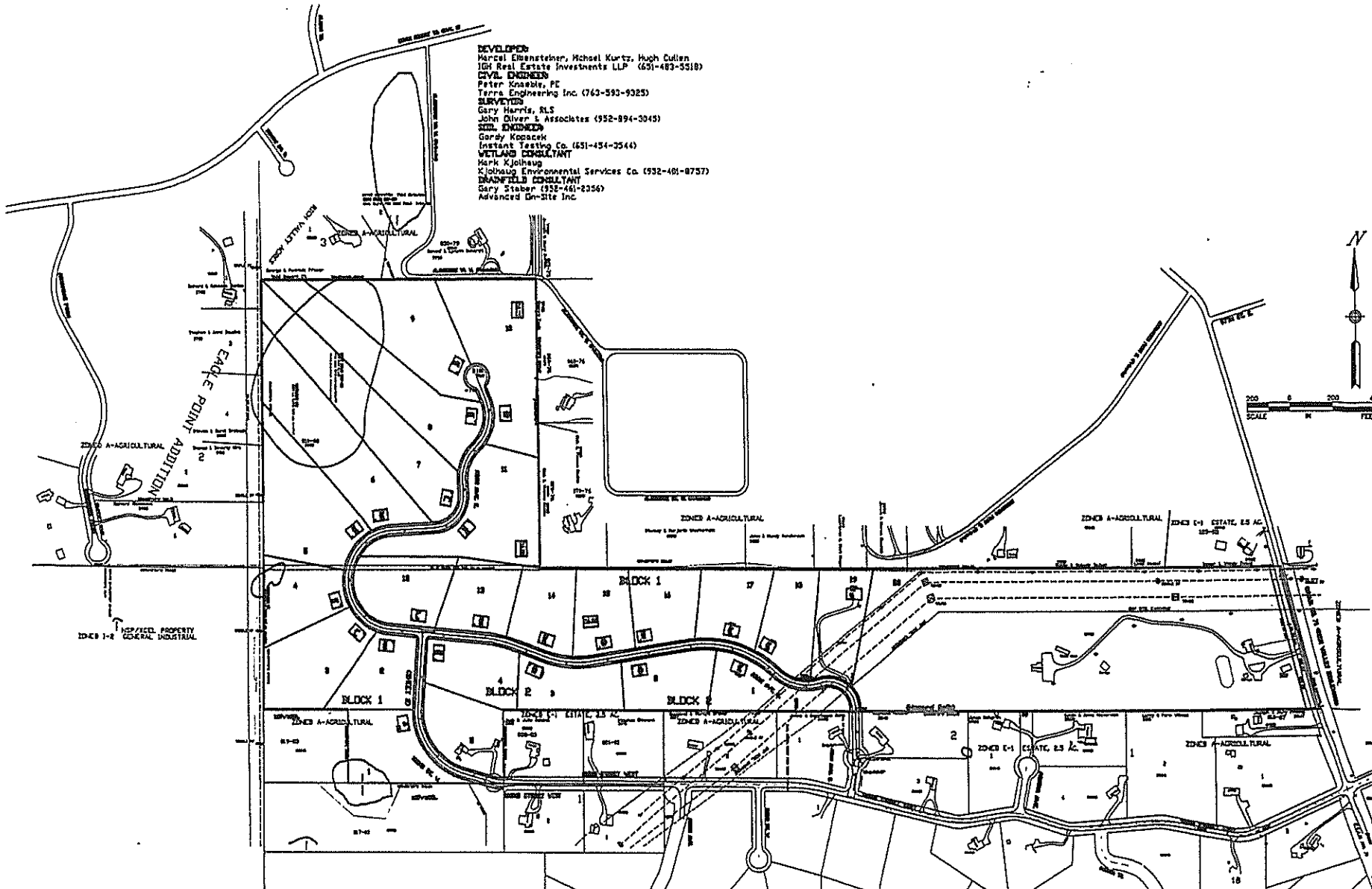
PROJECT: CRESTVIEW HIGH SCHOOL SITE
 CRESTVIEW, FLORIDA (OKALOOSA COUNTY)

CONCEPT PLAN

SHEET NO: 05-111

OF 1

FOREST RIDGE, INVER GROVE HEIGHTS, MN



DEVELOPER
 Marcel Eisensteiner, Michael Kurtz, Hugh Gulian
 100 Real Estate Investments LLP (651-483-5318)

CIVIL ENGINEER
 Peter Knabbe, PE
 Terra Engineering Inc. (763-593-9325)

SURVEYOR
 Gary Harris, RLS
 John Oliver & Associates (952-894-3045)

SOIL ENGINEER
 Gary Kopacek
 Instant Testing Co. (651-454-2544)

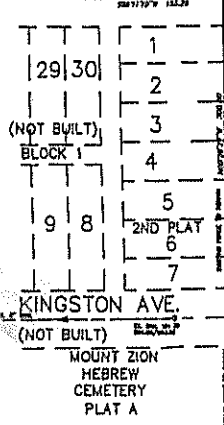
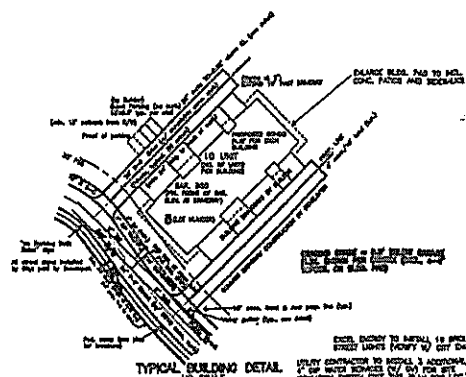
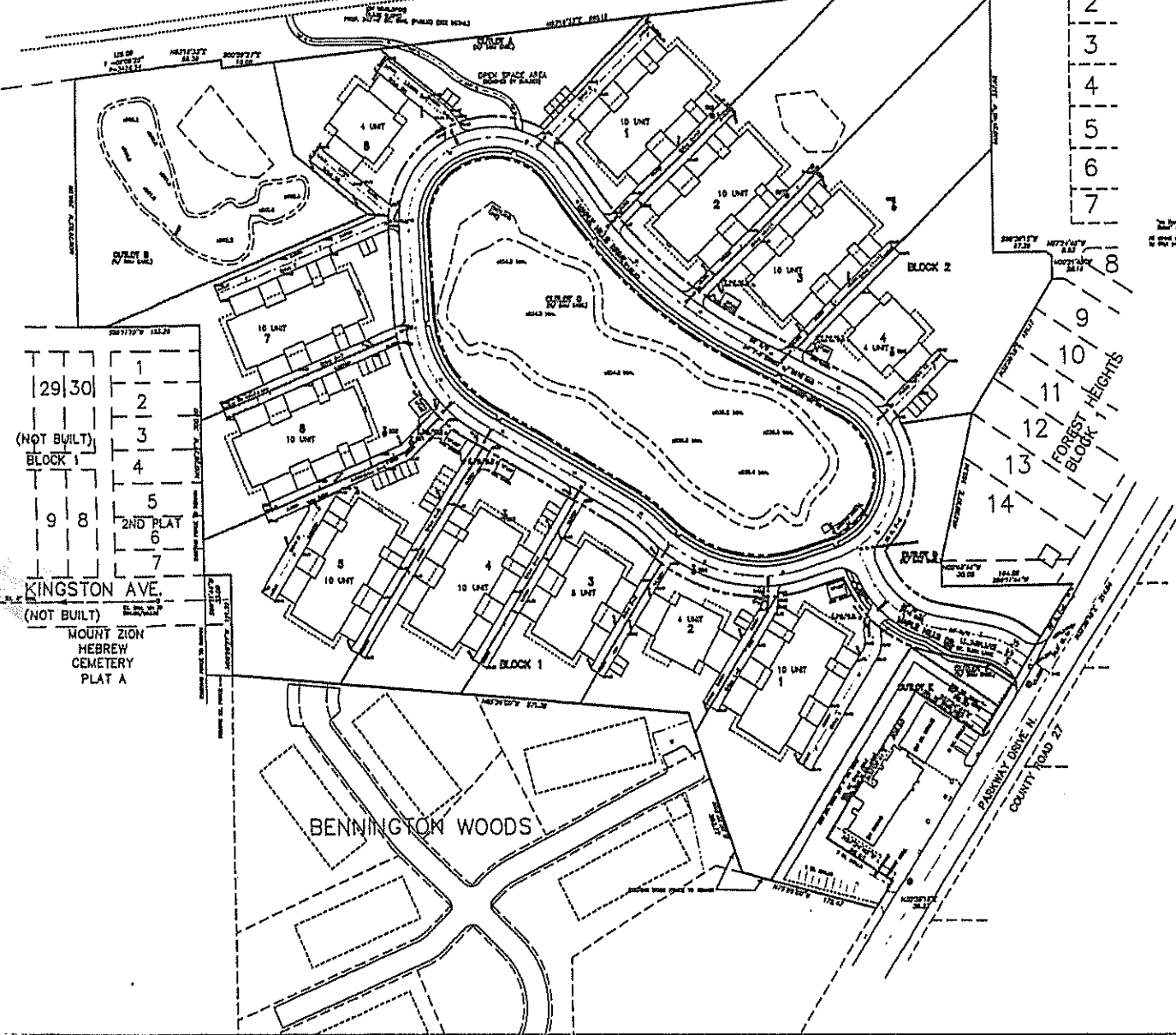
WETLAND CONSULTANT
 Mark Kjolhaug
 Kjolhaug Environmental Services Co. (952-461-8757)

DRAINFIELD CONSULTANT
 Gary Stober (952-461-2356)
 Advanced On-Site Inc.

TERRA ENGINEERING, INC. 6001 Glenwood Ave. S. Minneapolis, MN 55422 612-937-1600	
Project No. _____ Drawing No. _____ Date _____	Scale _____ Date _____
Project Name: _____ Location: _____ Client: _____	Project No. _____ Drawing No. _____ Date _____
COVER SHEET FOREST RIDGE INVER GROVE HEIGHTS, MN	
Date: 8/15/02	Sheet No: 01-112
1	

STATE OF MINNESOTA

GATEWAY TRAIL



TERRA ENGINEERING, INC.
6001 Greenwood Ave. SE
Minneapolis, MN 55422
612-923-8225
Chief Engineer: [Name]

SITE PLAN
CARRIAGE HOMES OF MAPLE HILLS
MAPLEWOOD, MINNESOTA

DATE: 2/25/02
PROJECT NO: 01-108
SHEET NO: 02-03

SCALE: 1" = 40'

80 0 40 120
SCALE N FEET

CITY PROJECT NO. 02-03

PRAIRIE RIDGE DEVELOPMENT

INVESTMENT OPPORTUNITY

AN 11 ACRE, 144 UNIT APARTMENT COMPLEX

SERVING THE BAKKEN OILFIELD WORKFORCE | WILLISTON, ND



Table of Contents

- Executive Summary
- Investment Overview
 - Property Location
 - Property Overview
 - Financial Projections

N.I.K. Management Inc.

11736 177th Street West • Lakeville, MN 55044

Cell: 612-709-1893 • Office: 952-236-9424
Email: nealkay@live.com

Neal Kryzaniak

Forward Looking Statements Disclosure:

This information packet contains certain forward looking statements that are based on current expectations (but which are not based on any prior operating history). The benefits shown are based on numerous assumptions, and no assurances are made regarding whether or not investors realize a positive return on their investment.

In some cases, forward-looking statements can be identified by the use of words such as "may", "will", "should", "could", "expects", "plans", "intends", "anticipates", "believes", "estimates", "predicts", "potential" and other comparable terminology. Although the company believes that the expectations reflected in the forward-looking statements are reasonable, the company cannot guarantee future results, performance or achievements. The Company undertakes no obligation to update any of the forward-looking statements after the date of this information packet.

In light of the numerous factors that can materially affect results, including those set forth in this information packet, the inclusion of any such forward looking information herein should not be regarded as a representation by the Company that the Company's objectives will be achieved.



Lic# BC652302

6626 East Shadow Lake Court Lino Lakes, MN 55014

“First Class Quality at an Affordable Price”

HISTORY:

Joe and Kathy Kouba have been involved in the building industry for over 35 years. Joe started out working in northern Minnesota as a framing contractor. After moving to the Twin Cities area in 1986, he wanted to continue with his passion and started a remodeling business. Soon after, Joe and his wife Kathy decided to venture into single family homes. Kathy had worked in the financial end of the construction industry, doing bookkeeping and credit and collections for major suppliers in the area and assisting in showroom start-ups. With their combined experience, they wanted to make people’s dreams a reality without any hassle so people would love their experience of building a new home. A team of the best subcontractors was assembled in the early years, along with the best consultants in the industry resulting in 24 years in the new construction industry. Bringing additional expertise to the company, Rice Creek has added Rick Elsen, a consultant with a background extending three generations in the industry. He has completed many new developments from the ground up and built over a thousand new homes; giving Rice Creek additional knowledge in all aspects of the building and remodeling industry. Rice Creek pride themselves with maintaining the same subcontractors and tradesman along the years and continue to produce what their philosophy is: “first class quality at an affordable price”.

Number of homes built since 1990: 418

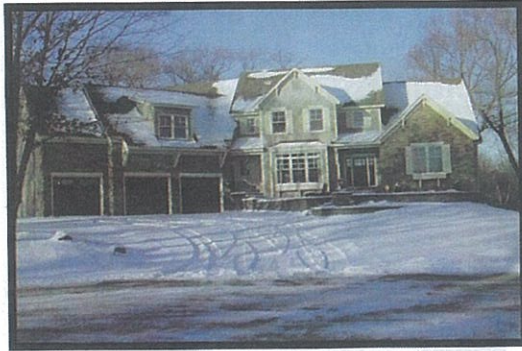
Yearly average: 18-20

Average Cost: 280,000- 450,000

Primary building area: Lino Lakes, Hugo, Forest Lake, Centerville, Ramsey, Blaine, Bloomington, Wayzata, Brooklyn Park, Champlin

New Homes

Custom Homes



Your Plan or Ours



Your Site or Ours



HOW WELL DO YOU KNOW YOUR BUILDER -REMODELER???

The questions below can be answered at the web site for the Department of Labor & Industry www.doli.state.mn.us click on license lookup.

- Is the builder a licensed contractor?
- How long has the builder been licensed? (licensing for builders started in 1992)
- Has there been any enforcement action against the builder?
- Is the builder the qualifying person for the company?

The questions below can be answered at the web site for Builders Association of the Twin Cities www.batconline.org

- Is the builder a member of the Builders Association?
- How long has the builder been a member?
- Has the builder been in the Parade of Homes? How many years? How many homes?
- Is the builder in good standings with the Builders Assoc.?

The questions below can be answered at the web site for the Better Business Bureau of Minnesota <http://minnesota.bbb.org/>

- Is the builder a member of the Better Business Bureau?
- Is the builder in good standing with the Better Business Bureau?
- Have there been any unresolved complaints?

Other questions: Can the builder supply you with 10 references? How long has the builder been in business? Is the builder GREEN & LEAD certified? Can the builder put on a tool belt and build YOUR new home???

Remodeling

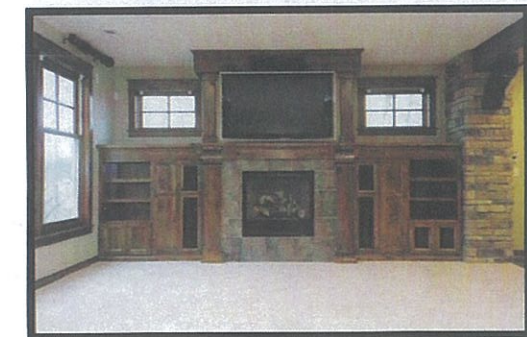
Attention to Detail



Attention To Family



Attention To Design

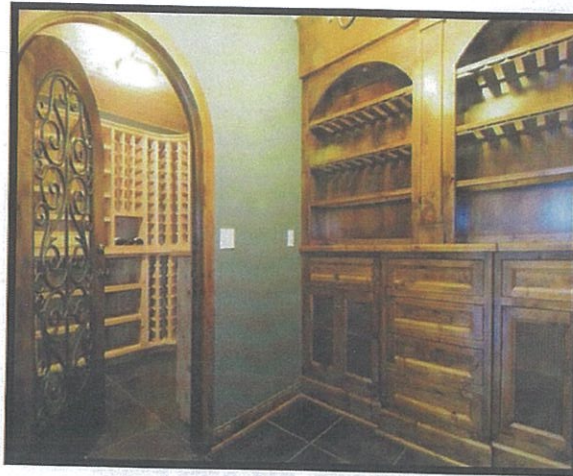


Welcome To Rice Creek Building And Remodeling Inc.

Founders Joe & Kathy Kouba, Licensed professional builders have a simple philosophy: "First class quality at an affordable price". Professional team members Rick Elsen and Tom Hagen individually bring more then 35 years of personal professional experience and knowledge in the construction industry to Rice Creek Building and Remodeling Inc. This team of experts has experience in both residential and commercial projects. Their residential portfolio contains thousands of new custom built homes along with multitudes of remodeling projects: while their commercial portfolio showcases medical facilities, Strip malls, grocery stores, and restaurants.

*We look forward to working with you to
make your dreams a reality.*

Joe and Kathy Kouba, Rick Elsen, Tom
Hagen



Rice Creek Building and Remodeling Inc.

6625 East Shadow Lake Court

Lino Lakes, MN 55014

612-751-4646

LIC: #BC652302



RICE CREEK
BUILDING & REMODELING

612-751-4646

RiceCreekBuildingandRemodeling.com

Custom Homes



Full Remodeling Service





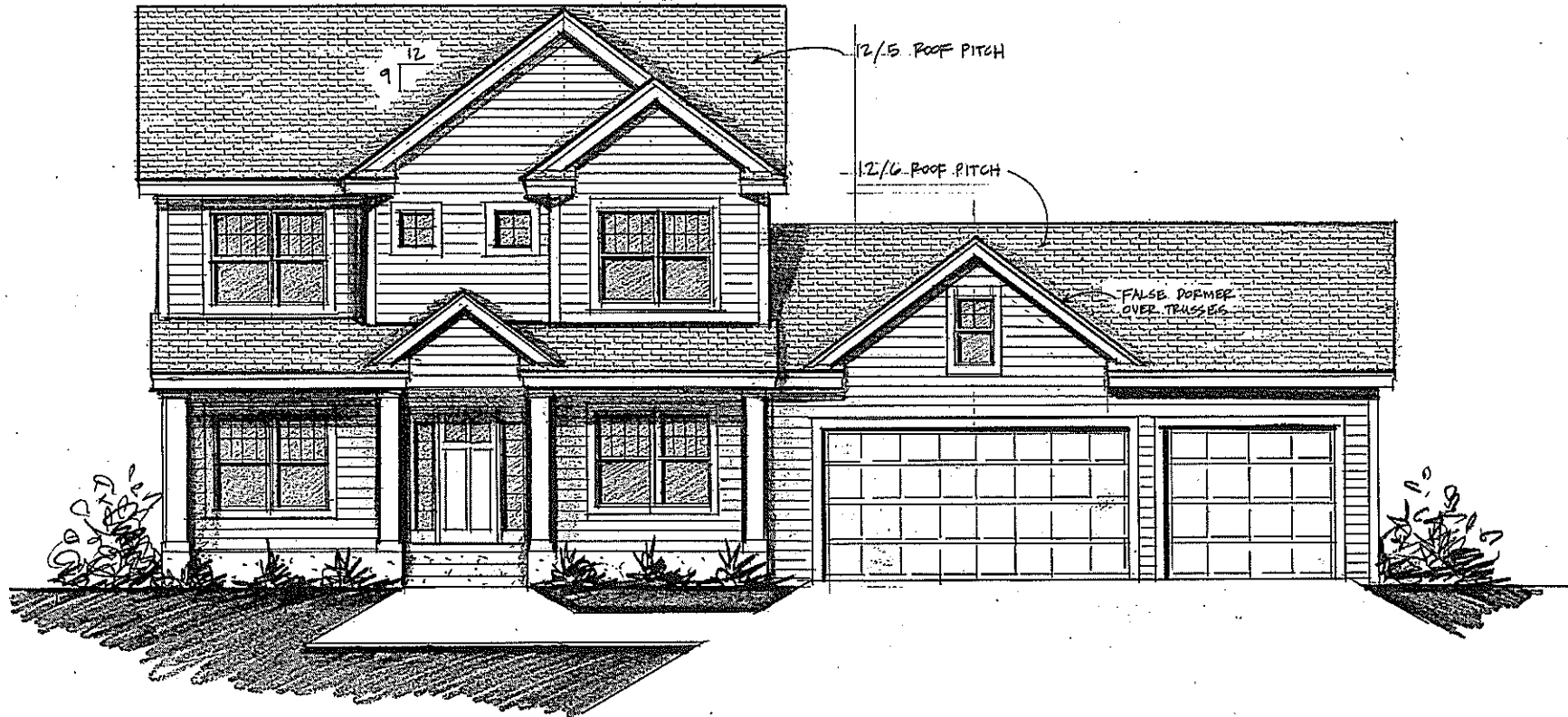


2,325 SF 2-STORY

4 COPIES PRINTED 9-27-06

NOTE:
 Jerry Huff (plan preparer) has made every effort to be accurate and complete in this project but cannot guarantee against unforeseen complications. If complications arise, plan preparer, contractor and owner shall try to resolve to what is best suitable to conditions, with owner bearing costs to re-design and prepare drawings as necessary. Contractor to verify all dimensions and conditions before and during construction and notify plan preparer of any discrepancies in new or existing construction. It is assumed that Contractor takes responsibility upon securing building permit. Written dimensions have priority over scaled dimensions.

Jerry Huffline residential design & drafting services	sheet of 7 1
phone/fax: 763-560-6771	plan no. 06A9
designed for: MARY A. LEAH NELSON BY: NORTH COUNTRY BUILDERS	



PLAN 0649

OPTIONAL FRONT - NO BONUS ROOM

Economic Development Authority (EDA)

4. 3.

Meeting Date: 01/08/2015

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Title:

Consider Forwarding New Policy for the Sale of City Owned Land to the City Council

Purpose/Background:

NOTE: this case was reviewed by the EDA in December. Suggested updates have been made to this document. The purpose of this case is final review and to submit this document to Council.

Purpose:

With the recent dissolution of the Ramsey HRA, it was recommended by the Council that the City consider a new policy for selling City-owned land. This policy outlines the Ramsey EDA's role in the sale of City-owned land.

Background (HRA Dissolution):

The City Council has officially dissolved the Ramsey Housing and Redevelopment Authority (HRA). On November 12, the HRA passed a resolution to transfer all HRA assets to the City and to dissolve the HRA (attached to case). HRA assets include a large inventory of City-owned land located within The COR. On December 09, the City Council held a public hearing to dissolve the HRA. Remaining tasks to complete the HRA dissolution are administrative (i.e. transfer of title and agreements).

Background (Policy):

Attached to this case is the proposed policy. The intent of this policy is to route all land sale transactions through the EDA for a recommendation to the City Council. This policy is intended to be flexible, to account for special/market circumstances. Included in this policy is updated language from the City's previous policy for selling City-owned land; which was called a disposition policy (concentrated on previous park land). In summary, this policy covers three major areas: governance, processes (surplus city owned land, marketing, sale), and required terms/conditions for purchase agreements.

What's Next?

The City Council will consider this policy and EDA recommendations in January/February.

Notification:

Observations/Alternatives:

NA

Funding Source:

NA

Recommendation:

Provide feedback and suggested amendments to the attached draft policy.

Action:

NA

Attachments

POLICY FOR THE SALE OF CITY OWNED LAND 12142014

HRA Owned Parcels

HRA Resolution

Former Disposition Policy

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kathy Schmitz	01/02/2015 08:44 AM
Form Started By: Patrick Brama		Started On: 12/26/2014 10:07 AM
Final Approval Date: 01/02/2015		

POLICY FOR THE SALE OF CITY OWNED LAND

City of Ramsey, Anoka County, Minnesota

Adopted: XXXXXX, 2015

SECTION 1: PURPOSE

- A. Establish a formal, equitable and efficient process for the sale of city owned land.
- B. Establish decision-making criteria to aid policy makers as they consider offers to purchase city owned land.
- C. Establish general policy direction to aid staff as they negotiate with prospect buyers interested in purchasing city owned land.

SECTION 2: GOVERNANCE

This policy and process shall be facilitated by the Ramsey Economic Development Authority (EDA). The Ramsey EDA shall develop recommendations related to this process and policy for City Council consideration. **The Ramsey EDA does not have final decision-making authority related to this policy and process. With reasonable cause, including responding to prospects in a timely manner, the City Council may bypass the EDA from any, or all, portions of this policy or process.**

SECTION 3: PUBLIC BENEFIT

The sale of surplus City-owned properties has a number of benefits to the community:

- (1) Reduced City property maintenance costs
- (2) Reduced City liability
- (3) Increased property tax revenues
- (4) Reduced City resources needed for management of City owned parcels
- (5) Reallocation of parcels to fit in line with long term City needs and goals

SECTION 4: SURPLUS CITY OWNED LAND PROCESS

Upon direction from the City Council, city staff shall develop an inventory of city owned land; and determine properties unneeded for current or future city functions and available for sale. The City may consider parcels surplus City owned land if at least one of the following criteria/needs is not met:

- (1) Economic development purposes; including removal of blighted properties and enhancing the City's tax base
- (2) Housing development purposes; including removal of blighted properties
- (3) Public works, maintenance, engineering, administration, recreation or public safety: facilities, staging or storage areas
- (4) Public right of way; including roads, railroads and airports
- (5) Drainage, wetland and utility easements
- (6) Public parks, trails and open space
- (7) **Any other reasonable use determined by the City Council**

After a property is deemed surplus City owned land, consideration for the sale or disposition of property depend on the criteria outlined below.

- (1) Ability to develop (utilities, size, stormwater, soils, roads, legal restrictions, etc.)
- (2) Public input and feedback regarding potential future development
- (3) Feasibility Report:

All costs incurred by the City in order to sell surplus City owned land should be weighed against a payback to the City in property taxes; and land sale proceeds. A present value calculation of property tax cash flows with a discount rate determined by the City's financial advisor shall be utilized. This specific calculation, and the City's acceptance threshold may change on a project-to-project basis.

- (4) Any other reasonable cost determined by the City Council

SECTION 5: MARKETING PROCESS

Upon direction from the City Council, city staff shall actively market city surplus owned property available for sale. The process of marketing City owned land should include the following items:

Marketing Process

- a. Establish whom shall actively market the sale of City owned land: city staff or a third-party professional services firm.
- b. Establish an asking price.
- c. Establish an acceptable sale price range*
- d. Develop and Distribute Basic Marketing Materials and Site Information
- e. Complete site preparation due diligence; see below.
Standard due diligence will be completed for all properties available for sale. Staff will develop a recommendation for EDA and Council consideration for optional and situational due diligence.

STANDARD

- i. ALTA Survey (Table A, items: 1-6, 8, 11a, 21)
- ii. Title Commitment

OPTIONAL

- iii. Phase 1 Environmental Site Assessment
- iv. Geotechnical Soils Evaluation

SITUATIONAL

- v. Hazardous Materials Survey
- vi. Wetland Delineation
- vii. Concept Site Design
- viii. Building Demolition and or Site Clean-Up
- ix. Conduct Analysis of Available Economic Development Incentives

*Acceptable Price Range

An acceptable sale price range will be developed by a third party professional; and subsequently adopted by the City Council in closed session. Staff will utilize this price range to negotiate land sale prices with prospects. Staff will attempt to maximize the sale price in all land transactions. If offers received are below the acceptable price range, staff has the authority to deny an offer. The City may decide to sell a property below the acceptable sale price range for economic development purposes, to achieve strategic goals set by the City Council, or any other reasonable cause determined by the City Council. Economic development projects should be evaluated within the context of the City's adopted business subsidy policy.

SECTION 6: SALE PROCESS

The purpose of this section is to outline the process in which staff shall work with prospect buyers to negotiate the sale of surplus City owned land.

Step 1: Letter of Intent (LOI)

- A. Prospect buyer submits written correspondence identifying their interest in purchasing City owned land. Correspondence should include as much detail as reasonably possible.
- B. Staff shall review the written proposal. Based on staff's determination, if the proposed offer fails to meet the intent of this policy or direction from the City Council and EDA, staff shall have provide a recommendation to the prospect buyer to reconsider/amend their LOI; or request additional information.
- C. EDA and City Council LOI consideration. Staff shall prepare a case write-up, decision alternatives, and recommendation for action. The EDA shall then provide a recommendation for City Council consideration. The City Council shall provide general policy direction. The City Council may provide direction to the prospect buyer to draft a formal purchase agreement for further consideration.

Step 2: Purchase Agreement (PA)

- A. Prospect buyer submits a formal PA identifying their proposed terms and conditions for purchasing City owned land.
- B. Staff and the City attorney shall evaluate the proposed PA in context of the City's preferred PA terms outlined in Section 7 of this policy. Based on staff's determination, if the proposed PA fails to meet the intent of this policy or direction from the City Council and EDA, staff shall provide a recommendation to the prospect buyer to reconsider/amend terms and conditions within the proposed PA.
- C. EDA and City Council PA consideration. Staff shall prepare a case write-up, decision alternatives, and recommendation for action. The EDA shall then provide a recommendation for City Council consideration. The City Council shall then consider the proposed PA and may provide direction to reject, amend or execute.

Step 3: Closing

- A. Staff and the City Attorney shall execute the closing of all PAs. Staff will execute closing based on language included in the respective PA and Section 7 of this policy.

EDA Review Alternatives

The EDA may utilize the following methods for review: (1) regular monthly EDA meeting (2) special EDA meeting; which may not require a quorum (3) EDA participation in City Council meeting (4) no EDA review. Review alternatives shall be utilized based on the order outlined in this provision. Please see Section 2 of this policy for details on governance.

SECTION 7: REQUIRED TERMS & CONDITIONS

The purpose of this section is to outline minimum terms and conditions that shall be included in PAs for the sale of City owned land. These terms and conditions may be waived or negotiated by the City Council.

A. Termination Date/ Closing Date/ Due-Diligence Period

The closing date shall be set for within 10 days after all buyer and seller contingencies can be reasonably met. The normally acceptable due-diligence period shall be tied to when City entitlements are met; which commonly include: zoning verification, site plan approval, plat approval, and development agreement approval. City staff shall target 6-7 months as a standard due-diligence period. However, depending on the use, size and complexity of a proposed project, a longer due-diligence period may be acceptable.

B. Contract Extensions

Unforeseen circumstances may arise while completing due-diligence for the development of real estate. Often times, this results in a request from a prospective buyer for a PA due-diligence period extension. The City may include a provision for a 60 day due-diligence period extension, with a written notice by the buyer. Said extension notice must be made 21 days before the original PA termination date in writing; and may not require additional compensation from the buyer.

If the prospective buyer requests a second PA due-diligence period extension, the City shall require compensation. Each 30-day PA extension shall require 33.3% of earnest money to become non-refundable. If a PA is terminated, all non-refundable dollars shall be received by the City.

C. Earnest Money

The City shall require the following minimum schedule for earnest money:

<u>Earnest Money (% of Sale Price)</u>	<u>Sale Price</u>
<i>Whichever is greater</i>	
2.0%	\$1 - \$249,000
1.85 %	\$250,000 - \$499,000
1.75%	\$500,000+

D. Construction Deadlines

As part of a standard PA, the City does not require a minimum construction deadline for buildings and improvements. However, on a case-by-case basis, the Council may request for this provision to be included in PAs.

NOTE: this statement does not prohibit construction deadlines within other government permits and agreements (development agreements, building permits, etc.).

E. Tax Exempt Uses

The City owns a large inventory of land located within The COR. This land is situated within a prime location for intense commercial, office and residential development. The development of The COR is anticipated to generate significant local property taxes. The City of Ramsey has identified several future high priority public improvement projects that rely

on future property tax revenues from development within The COR. In order to meet future obligations to residents and businesses, the City is not seeking to sell City owned land located within The COR to tax exempt users.

NOTE: the City does anticipate a community center to be located within The COR. A community center user may be a tax exempt user. The City welcomes discussion of a community center with prospective developers.

F. Professional Services

City staff shall make a good faith effort to utilize local businesses for professional services required for land transactions (i.e. Title Commitment, Escrow Agent, Closing Services, ALTA Survey, etc.); subject to competitive pricing.

G. Pre-Development Meeting with City Staff

Before a PA is considered or executed by the EDA or City Council, the City may require the buyer to meet with the City's development team to discuss project timelines, property specifications, required public infrastructure, and land use regulations (known as a "Pre-Development" meeting by staff). The purpose of this meeting is to confirm that the preliminary project concept is physically and schematically possible, and to confirm the buyer understands City land use regulations, and to confirm what public infrastructure improvements will be requested. The City **may** require the buyer sign a non-binding MOU before executing a PA.

Staff is authorized to request the buyer supply a concept site plan for this process. A concept site plan is not intended to be a full, detailed site plan, but a generalized concept with sufficient detail to demonstrate compliance with zoning standards. Additionally, if deemed necessary, staff is authorized to request preliminary concept design to be reviewed by the Planning Commission as part of this process.

H. Land Sale Ordinance Contingency

The City Charter requires an ordinance be passed to sell City owned land. This process can take two to three months. The City shall include a provision in the contingencies section of all PAs requiring a land sale ordinance to be effective before closing.



City Owned Property Today

HRA Owned Property Today (to become City Owned)

Commissioner _____ introduced the following resolution and moved its adoption.

RESOLUTION #HRA-14-11-236

**RESOLUTION APPROVING TRANSFER OF HRA PROPERTY
TO THE CITY**

WHEREAS, the HRA is the fee owner of 28 parcels of real property within the City of Ramsey as well as the owner of personal property, including funds, as set forth on Exhibit A; and

WHEREAS, the HRA Board of Commissioners determined that it is in the best interests of the City for the HRA's assets to be transferred to the City and the HRA dissolved; and

WHEREAS, upon transfer of its assets to the City, the HRA will become inactive and thereafter dissolved as provided by law.

**NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AND
REDEVELOPMENT AUTHORITY OF THE CITY OF RAMSEY as follows:**

1. The real property listed in Exhibit A shall be transferred to the City of Ramsey as soon as practicable and prior to dissolution of the HRA. Staff is directed to prepare the requisite deeds to the City, and the HRA Chair and Executive Director are authorized to execute the deeds and any other documents necessary to effectuate the transfer. The deeds shall be recorded by the City at City expense.
2. In the event any properties listed in Exhibit A are subject to a pending purchase agreement, the HRA Chair and Executive Director are authorized to execute any amendment to the purchase agreement necessary to change the seller from the HRA to the City.
3. In the event the HRA holds right, title or interest in any other real property, including easements, such right, title or interest is hereby transferred to the City.
4. The existing agreement with CBRE to market the HRA's real estate assets, the prior agreement with Landform, and any other agreements to which the HRA is a party, shall be transferred to the City. The HRA Chair and Executive Director are authorized to execute any amendments to the agreements necessary to effectuate the transfers.

5. All other HRA property, assets, cash or other funds are hereby transferred to the City. The cash or other funds shall be used in a manner consistent with the restrictions set forth in Minnesota Statutes section 469.033, subdivision 7.

The motion for adoption of the foregoing resolution was duly seconded by Commissioner _____ and, upon a vote being taken thereon, the following voted in favor:

and the following voted against:

and the following abstained:

and the following were absent:

Whereupon said resolution was duly passed and adopted by the Ramsey Housing and Redevelopment Authority Board of Commissioners this _____ day of November, 2014.

Randy Backous, Chairperson

ATTEST:

HRA Executive Director

Resolution #HRA-14-11-236
Exhibit A

Property ID	Listed Owner
1. 283225130007	RAMSEY CITY OF HRA
2. 283225130033	RAMSEY CITY OF HRA
3. 283225130034	RAMSEY CITY OF HRA
4. 283225140007	RAMSEY CITY OF HRA
5. 283225140008	RAMSEY CITY OF HRA
6. 283225220056	RAMSEY CITY OF HRA
7. 283225240002	RAMSEY CITY OF HRA
8. 283225240003	RAMSEY CITY OF HRA
9. 283225240005	RAMSEY CITY OF HRA
10. 283225240006	RAMSEY CITY OF HRA
11. 283225240009	RAMSEY CITY OF HRA
12. 283225240011	RAMSEY CITY OF HRA
13. 283225240012	RAMSEY CITY OF HRA
14. 283225240013	RAMSEY CITY OF HRA
15. 283225140094	RAMSEY CITY OF HRA
16. 283225140095	RAMSEY CITY OF HRA
17. 283225210030	RAMSEY CITY OF HRA
18. 283225210033	RAMSEY CITY OF HRA
19. 283225210035	RAMSEY CITY OF HRA
20. 283225310009	RAMSEY CITY OF HRA
21. 283225410009	RAMSEY CITY OF HRA
22. 283225420017	RAMSEY CITY OF HRA
23. 283225420018	RAMSEY CITY OF HRA
24. 283225420019	HRA RAMSEY
25. 283225440012	RAMSEY CITY OF HRA
26. 283225240007	HOUSING AND REDEVELOPMENT AUTH
27. 283225240008	HOUSING AND REDEVELOPMENT AUTH
28. 343225130005	THE HOUSING AND REDEVELOPMENT AUTHORITY

POLICY FOR THE DISPOSITION OF SURPLUS CITY OWNED LAND

City of Ramsey, Minnesota

SECTION I: PURPOSE

- To maximize public benefit and efficient management of City-owned land by considering disposition of lands that are underutilized and/or unneeded for City functions.
- To establish disposition decision criteria and a disposition process.

SECTION II: POLICY STATEMENT

It is the policy of the City of Ramsey to periodically review and inventory City-owned land to identify parcels that are underutilized and/or unneeded for current or anticipated City functions. It also is the policy of the City of Ramsey to consider disposition of lands identified through this inventory according to established criteria and procedure.

SECTION III: PUBLIC BENEFIT

The disposition of underutilized City-owned properties has a number of benefits to the community:

- (1) Reduced City property maintenance costs
- (2) Reduced City liability
- (3) Increased base of taxable parcels
- (4) Reduction of surplus parcels unneeded by the City
- (5) Reduced City resources needed for management of City owned parcels
- (6) Reallocation of parcels to fit in line with long term City needs and goals

SECTION IV: DETERMINATION OF INVENTORY

City Council determines sites potentially available for disposition by means of a City owned land inventory developed by City staff. Upon direction from the City Council, staff shall develop an inventory of City owned land and determine an inventory of properties available for disposition by using the criteria outlined below. If a potential site does not meet the criteria, it shall be deemed potentially available for disposition.

The City shall consider the disposition of real estate if the subject property *does not* meet one of the following potential uses.

POTENTIAL USE CRITERIA

- (1) Economic development purposes; including removal of blighted properties and enhancing the City's tax base
- (2) Public works and maintenance facilities, staging and storage areas
- (3) Public safety facilities, staging and storage areas
- (4) Administrative service facilities
- (5) Public Right of Way; including roads, railroads and airports

- (6) Drainage, wetland and utility easements
- (7) Enhancement of housing stock; including redevelopment purposes
- (8) Public parks, trails and open space

Consideration for the disposition of real estate by the City shall be given based on the *compliance and consistency* with the criteria outlined below.

COMPLIANCE CRITERIA

- (9) City Comprehensive plan
- (10) City Comprehensive water and sewer plans
- (11) City Master parks and trails plan
- (12) City Transportation plan
- (13) Relevant City boards and commissions review
- (14) City Ordinances, Sec. 117-614. - Subdivision Design Standards

POLICY STATEMENT CRITERIA

- (15) The demand for public parks is shifting away from small neighborhood pocket parks to larger regional community parks. The cost to maintain a large number of small neighborhood pocket parks can be greater than the cost to maintain a small number of regional community parks. As such, the City will consider the consolidation of underutilized pocket parks in favor of larger regional parks.
- (16) The City shall not acquire real estate if there is no foreseeable current or future need for the property.

SECTION V: DISPOSITION DECISION CRITERIA

After a property is deemed unneeded and/or underutilized by the City, as outlined in section IV, consideration for disposition will be given by the City Council based on the decision criteria outlined below. This information will be presented to the Council in a findings-of-fact document.

- (1) Public input and feedback regarding a potential disposition
- (2) Maintenance costs
- (3) Title restrictions
- (4) Ability to develop
- (5) Stormwater and drainage limitations
- (6) Proposed future zoning
- (7) Utilities availability
- (8) Long term City needs and plans
- (9) Assessed value
- (10) Method to market and sell property
- (11) Cost to market and sell property

For properties that are legally dedicated, the City will consider the criteria below in addition to the previously stated list:

- (12) Legal costs, quiet title action
- (13) Legal costs, removal of legal dedication from title

The disposition decision criteria listed above, 1-13, will be reported in a findings-of-fact document for each property before it is brought forward to Council for consideration.

SECTION VI: PROCESS

As the City investigates the potential disposition of City owned lands, the process below shall be followed.

STEP 1

NOTIFY PUBLIC (A):

Notify affected property owners of a potential disposition; and, invite interested property owners to attend the next Mayor's Town Hall Meeting.

The purpose of this meeting is to gather, and document, public input on a potential disposition.

Mail notification will be given to property owners within 350' of the subject property 14 days before said meeting.

FINDINGS OF FACT (B):

Staff will create a draft findings-of-fact document to be brought forward to the Council in a worksession meeting. The findings-of-fact document will contain the decision criteria outlined in Section II of this policy.

At the meeting, Council will review the findings-of-fact document and consider moving forward to step two of this process.

Mail notification will be given to property owners within 350' of the subject property 14 days before said meeting.

STEP 2:

ORDINANCE:

An ordinance shall be passed to declare the intentions of the council. The City should not move forward with listing or rezoning properties until an ordinance is passed.

Adopting an ordinance allows the public another opportunity to voice their opinion, for the council to discuss their viewpoints and fulfills the legal process of selling City-owned land.

Mail notification will be given to property owners within 350' of the subject property 14 days before said meetings.

STEP 3:

ZONING AMENDMENT (A):

Third, properties shall be rezoned to the appropriate classification.

Rezoning a property before it is listed makes the property marketable. If properties are not rezoned, it may make potential buyers apprehensive. Furthermore, a rezoned property allows potential property owners to better evaluate the potential use of a property. This process is done by Ordinance and requires a Public Hearing.

For information on rezoning: Chapter 117, Section 49.

COMPREHENSIVE PLAN (B):

If the proposed zoning amendment also changes the land use designation on the Future Land Use Map, a Comprehensive Plan Amendment shall be required. This process requires approval by the Metropolitan Council, often times done administratively. This process is done by Resolution and requires a Public Hearing.

STEP 4:

MARKET:

Marketing properties could be done by means of a realtor, auction or for-sale-by-owner.

The City Council will make this decision on a case by case basis, based on the criteria outlined in the findings-of-fact document.

STEP 5:

PURCHASE AGREEMENT:

City staff and a potential buyer will negotiate a purchase agreement. After an agreement is negotiated, a draft will be brought back to the City Council for discussion and approval.

For properties identified as dedicated or restricted will begin this process at step one, as outlined above. Then, under direction of the City Attorney, follow the process outlined below:

- A. Contact previous property owner(s) to if they would be willing to give their property to the City, with free and clear title
- B. Take property title to court and attempt to remove restrictions
- C. Return property with free and clear title to original owner; or retain City ownership
- D. In the event the City retains ownership, the process would continue at step two outlined above. In the event the property is returned to the original owner, the disposition process would end.

Economic Development Authority (EDA)

4. 4.

Meeting Date: 01/08/2015

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Title:

Consider Forwarding the 2015 EDA Workplan to the City Council

Purpose/Background:

This case was reviewed by the EDA in Decmeber. The purpose of this case is to review updates and consider forwarding case to the City Council.

Purpose:

Review and amend the 2015 City of Ramsey Economic Development Workplan (attached to case).

Background:

The purpose of an EDA workplan is:

to provide a functional plan that prioritizes the work of the City's economic development department and Economic Development Authority (EDA). This plan highlights both day-to-day and long term economic development priorities and goals for the City of Ramsey. The City Council's 3-year strategic action plan includes economic development initiatives; which have been reflected in this plan.

For reference, attached to this case are workplans from previous years. The 2015 economic development plan was re-formatted to better reflect the City's adopted strategic plan format.

Notification:

Observations/Alternatives:

NA

Funding Source:

NA

Recommendation:

Provide feedback and amendments.

Action:

Provide feedback and amendments.

Attachments

2015

2014

2013

2012

2011

Form Review

Inbox

Kurt Ulrich

Form Started By: Patrick Brama

Final Approval Date: 01/02/2015

Reviewed By

Kathy Schmitz

Date

01/02/2015 08:44 AM

Started On: 12/26/2014 10:29 AM

Economic Development Workplan

Purpose

Provide a functional plan that prioritizes the work of the City's economic development department and Economic Development Authority (EDA). This plan highlights both day-to-day and long term economic development priorities and goals for the City of Ramsey. The City Council's 3-year strategic action plan includes economic development initiatives; which have been reflected in this plan.

Objectives

1. Encourage, and plan for, growth of industrial, commercial, retail and housing activities
2. Foster the retention and expansion of existing Ramsey businesses
3. Support and maintain a positive local businesses environment
4. Leverage use of outside economic resources, partnerships and funding for economic development initiatives

Outcomes

1. Growth of the City's tax base
2. Growth in the City's quantity of jobs
3. Improved quality of life

Priorities

1. Priority #1:
Primary expectation of City staff. Highest priority economic development functions and initiatives for the EDA.
2. Priority #2.
Secondary expectations. When workloads permit, staff will bring forward secondary priorities for discussion and direction.

First Priority

Tactics	Timeline	Additional Resources & Tools Required	Key Outcomes/Metrics
<p><u>Deliver Quality Customer Service:</u> Respond to existing and prospect Ramsey businesses' inquiries and requests in a timely and professional manner.</p> <p>Common topics include relocation and expansion inquiries, questions regarding government services or infrastructure, questions and issues regarding proposed, existing and former contracts/agreements with the City, and property management inquiries and issues.</p>	<p>Ongoing: This is a primary function and expectation of the City's economic development staff.</p> <p>Spring/Summer 2015, bring this item back for updates and discussion.</p>	<p>Situational: Customer requests and inquiries are typically received in waves. Current Staffing levels are sufficient to respond to peaks in customer service demands. However, a peak in customer service requests consumes a large majority of staff time; which results in little or no time to complete other important economic development initiatives.</p> <p>Commonly, Staff utilizes third party resources to aid completion of this work (ACG, Briggs, Ehlers, CBRE, Premier, Loucks, other city staff). If the trend of inquiries and development within Ramsey continues to grow, the need for additional permanent resources may need to be discussed.</p>	<p>Meet customer expectations of quality and responsive local government customer service.</p> <p>This tactic fits within objectives 1, 2, and 3.</p>
<p><u>Business Retention & Expansion:</u> The majority local economic growth comes from existing Ramsey businesses. The purpose of this goal is to develop and maintain positive relationships with existing Ramsey businesses (establish trust). This goal is implemented through quality customer service, businesses visits and facilitating business events.</p>	<p>Ongoing: This is a primary function and expectation of the City's economic development staff.</p>	<p>Currently Sufficient: Staff has the resources required to sufficiently complete this tactic.</p>	<p>Complete 24 business visits annually.</p> <p>Execute EDA business expo, business appreciation golf tournament, and fall networking event.</p> <p>This tactic fits within objectives 2 and 3.</p>
<p><u>Future Business Park:</u> Continue to move along the City's future business park initiative. Below are major work items to be addressed:</p> <ol style="list-style-type: none"> 1. Rezone property 2. Complete RFQ for arterial infrastructure 3. Consider implication of nearby train tracks; including the cost/benefit of said work. 4. Develop profile of "target" customer. 5. Attain shovel ready status. 6. Develop and solidify the City's position/ involvement/ policy. 	<ol style="list-style-type: none"> 1. Winter 2014 (done) 2. Spring 2015 3. Spring 2015 4. Summer 2015 5. Summer 2015 6. Fall 2015 	<p>Currently Sufficient: Assuming normal customer service demand levels, sufficient resources exist to complete this tactic as outlined in the proposed timeline.</p>	<p>"Ready-to-go" business park and clear position of City involvement.</p> <p>This tactic fits within objectives 2 and 3 and the City's strategic plan.</p>

<p><u>Old Municipal Center Redevelopment:</u> Facilitate redevelopment of old municipal center site. Below are major work items to be completed:</p> <ol style="list-style-type: none"> 1. Rezone property 2. Execute purchase agreement 3. Remove Fire Station #2 and clean site 4. Close on sale of property 	<ol style="list-style-type: none"> 1. Spring 2015 2. Spring 2015 3. Spring 2016 4. Spring 2016 	<p>Currently Sufficient: Assuming normal customer service demand levels, sufficient resources exist to complete this tactic as outlined in the proposed timeline.</p>	<p>Old municipal center site sold (closed) to private sector for redevelopment by spring 2016.</p> <p>NOTE: may be completed in phases. Phase one targeted for completion by spring of 2015.</p> <p>This tactic fits within objectives 1 and the Council's strategic plan.</p>
<p><u>167 Ave/Highway 47 Redevelopment:</u> Utilize the City's adopted "statement of goals" to guide participation. Below are major work items:</p> <ol style="list-style-type: none"> 1. Respond to Rum River Hills 2nd request 2. Implement availability of EDA RLF 	<ol style="list-style-type: none"> 1. Spring 2015 2. Summer 2015 	<p>Currently Sufficient: Assuming normal customer service demand levels, sufficient resources exist to complete this tactic as outlined in the proposed timeline.</p>	<p>Implement City's adopted Statement of Goals.</p> <p>This tactic fits within all ED objectives and the Council's strategic plan.</p>
<p><u>Sell Surplus City Owned Land:</u> The City owns a large inventory of surplus land available for development. Below are major work items:</p> <ol style="list-style-type: none"> 1. Establish inventory of surplus land 2. Market inventory of surplus land 3. Sell surplus city owned land 4. Establish new land sale policy 5. Consider shovel ready status for all listed City owned property 	<ol style="list-style-type: none"> 1. 2012 (completed) 2. 2014 completed and ongoing. 3. Ongoing 4. Spring 2015 5. Summer 2015 	<p>Currently Sufficient: A Assuming normal customer service demand levels, sufficient resources exist to complete this tactic as outlined in the proposed timeline.</p>	<p>Land sales are closed. Staff shall provide an annual overview to the EDA and City Council.</p> <p>This tactic fits within objective 1. This tactic fits within the City's strategic plan and Council policy discussions.</p>
<p><u>Performance Measurements:</u></p> <ol style="list-style-type: none"> 1. Define Council strategic plan balanced scorecard matrixes 2. Establish other performance measurements 	<ol style="list-style-type: none"> 1. Summer/Fall 2015 2. Summer/Fall 2015 	<p>Currently Sufficient: Assuming normal customer service demand levels, sufficient resources exist to complete this tactic as outlined in the proposed timeline.</p>	<p>EDA and Council attain data to help evaluate economic development performance.</p> <p>This tactic fits within the City's strategic plan.</p>

Second Priority

Tactics	Timeline	Additional Resources & Tools Required	Key Outcomes/Metrics
<p><u>Workforce Issues:</u> Manufacturing businesses located in the City of Ramsey have expressed a strong and common concern related to a lack of available workforce. The City should consider a role in assisting Ramsey businesses address this issue.</p>	TBD	TBD	TBD
<p><u>Perception of Ramsey:</u> The perception of the City of Ramsey has been identified as a concern by residents, businesses and the City Council alike. The City should consider an initiative to address this concern.</p>	TBD	TBD	TBD
<p><u>Transportation Improvements:</u> Poor traffic flow along U.S. Highway is a barrier for existing and prospect Ramsey businesses. The EDA should consider what options are available to the City Council address this concern.</p>	TBD	TBD	TBD
<p><u>Marketing Materials & Community Profile:</u> The City should consider updated marketing materials and/or developing a community profile. Marketing materials may include updated brochures for The COR and the future business park, new ED and housing marketing boards, an updated COR map, a community profile, etc.</p>	TBD	TBD	TBD
<p><u>Updated COR Sign Plan & Policy:</u> A need exists for the City to create/ update/ enforce a plan/ strategy/ policy for monument and way findings located within The COR. Additionally, a funding source should be secured.</p>	TBD	TBD	TBD

2014 Ramsey EDA Work Plan

Purpose:

Provide a functional work plan that prioritizes the strategies/tactics of the EDA, alongside the vision of the Council through the working Strategic Plan: *A New Day, A New Beginning*. This work plan will guide Staff and EDA through 2014. The plan highlights the objectives used to create the strategies/tactics as well as identifies the strategies/tactics to achieve those objectives.

Objectives:

- Sustain moderate growth of industrial, commercial, retail, and housing activities in the City
- Encourage and work towards the retention and expansion of local firms
- Maintain and improve a positive business environment
- Effectively plan to support growth
- Maximize private, local, state, and federal partnerships and funding for projects

Strategies/Tactics:

FIRST PRIORITY

1. Business Retention and Expansion
 - Develop survey that meets local and regional criteria, visit businesses, analyze data, and set priorities based on that analysis.
2. 167th Ave NW & HWY 47 Business Node
 - Work within “Statement of Goals” to create action behind boosting the viability of the business node. Continue to involve public and landowners in determining next steps as it relates to the Statement of Goals.
3. Business Park Development
 - Continue communicating and defining next steps in developing a business park near and at the Al Pearson and Hageman Holdings properties.
4. Marketing of Entire Community
 - Work with Staff to develop objectives of the marketing effort, define strategies to fulfill those objectives, and thereby define tactics to achieve those strategies. This strategy includes economic development specific marketing.
5. Old Municipal Center Redevelopment
 - Continue supporting the public input process for redevelopment of the Old Municipal Center. Upon completion, fully support redevelopment effort.
6. Sale of Property
 - Work with preferred broker to sell City owned properties; effort includes background research on all parcels to remove all unknowns, work collaboratively to market the properties, identify users for properties, etc.

SECOND PRIORITY

1. Transit Improvement Area
 - Monitor status of funding for the program to utilize in the TIA designated area.
2. Transportation/Infrastructure
 - Promote multiple modes of transit and promote improvement of existing infrastructure
3. Zip Code
 - Pursue a separate zip code for the City of Ramsey
4. Relationship Management & Networking
 - Continue to communicate with businesses through the Ramsey Resident newsletter, business networking events (Expo, Breakfast, and Golf Tourney), and general correspondence.
5. Resource Database/Guide
 - Gather all technical and financial assistance program information and compile in one holistic, interactive guide to be distributed to businesses, lenders, developers, and leads.
6. Assessment of Community
 - SWOT, competitive realities, incorporate information from BR&E visits, statistics, etc. More thoroughly understand the community and its competitive advantages and disadvantages.

Ramsey Economic Development Authority
2013 WORK PLAN

1. FIRST PRIORITY

- A. **Relationship Management & Networking**
Communicate with existing Ramsey businesses through the Ramsey Resident newsletter, Business Network meeting, Business Appreciation Day, and Business Expo.
- B. **Business Retention & Expansion**
Expand, retain and create new employment in the City's existing industrial parks.
- C. **The COR**
Support the work of the Development Management (DM) Team to bring potential developers, retailers and office users to sites in the Center of Ramsey (COR); and provide regular updates about the COR to the EDA.
- D. **Tax Increment Financing**
Request Finance officer to present TIF updates annually.
- E. **Minnesota Commercial Association of Realtors (MNCAR)**
Consider joining MNCAR Exchange. This would provide access to the Exchange's commercial property database and the ability to list Ramsey properties on the Exchange.

2. SECOND PRIORITY

- A. **Transportation**
Continue to promote multiple modes of transportation, including supporting the efforts to obtain funding for the Armstrong Interchange.
- B. **Buxton Study**
Continue to follow-up on the results of the Retail Site Assessment of Ramsey's Customer Profile undertaken by Buxton in 2008.
- C. **167 Ave NW & Trunk Highway 47 Node**
Consider and make recommendations to the City Council regarding the redevelopment of 167 Ave//Hwy 47 commercial node, including potential land acquisition of available property, the design of infrastructure, the potential creation of a TIF District, and the encouragement of residential development to support retail and other commercial ventures.
- D. **Zip Code**
Pursue a separate Zip Code with the U.S. Postal Service for the City of Ramsey.

E. **Marketing**

Develop long-term marketing strategy to improve area businesses and to attract new businesses.

F. **Grocery Store Recruitment**

Actively contact and work with prospects concerning the possibility of a second grocery store for Ramsey.

G. **Bio-Tech Business Incubator**

Consider the feasibility of a Medical-related or Biotech Business incubator in the City of Ramsey. This could include working with Genesis Business Centers, UEL or other entities.

3. THIRD PRIORITY

A. **Village Profile**

Move forward with new Village Profile map of the City of Ramsey.

B. **Al Pearson Land Sale**

Continue to work with Al Pearson regarding the sale of his property north of Hwy 10 and to the west of Puma Street and Legacy Christian Academy.

C. **Transit Improvement Area**

Work with other City Departments to submit an application to DEED to seek the designation of the area near the transit station as a Transit Improvement Area (TIA). Support efforts by EDAM and other statewide organizations to seek funding for Brownfields Redevelopment and for TIA Loan Programs.

D. **New Industrial/Business Park**

Consider the establishment of new industrial/business park in the City of Ramsey. This could include doing a site evaluation of the industrial area south of LCA or south of Highway 10.

E. **Convention & Visitors Bureau (CVB)**

Research and encourage the City to join the Twin Cities Gateway CVB in order to promote the Comfort Suites Hotel and the community's events (e.g. Happy Days and Game Fair) and venues (e.g. Fountains of Ramsey).

2012 WORK PLAN FOR THE RAMSEY ECONOMIC DEVELOPMENT AUTHORITY

The 2012 Work Plan for the Ramsey EDA outlines existing guidelines for economic development policies, and priority focus areas delineating the highest and the next highest priorities for the current year.

Guidelines for the 2012 Work Plan for the Ramsey EDA:

- Work to sustain moderate growth or recovery of industrial, commercial, retail, and housing activities in the City.
- Target family-wage to high salary employment opportunities in a variety of industries.
- Continue to target businesses in specific industries, including medical, precision manufacturing, aerospace, and other high tech fields.
- Encourage the retention and growth of existing local firms.
- Endeavor to seek a positive business environment, quality growth and land use.
- Consider and make recommendations to the City Council regarding the streamlining of City regulations that impact development.
- Continue to respond to specific requests for assistance from local companies.
- Use infrastructure investment to attract new firms and for development of designated areas.
- Maximize private, local, state, and federal funding for projects.

Priority Focus Areas for 2012:

Highest Priorities

- Communicate with existing Ramsey businesses through the Ramsey Resident newsletter, Business Network meeting, Business Appreciation Day, and Business Expo.
- Expand, retain and create new employment in the City's existing industrial parks.
- Research and encourage the City to join the Twin Cities Gateway Convention & Visitors Bureau (CVB) in order to promote the Comfort Suites Hotel and the community's events (e.g. Happy Days and Game Fair) and venues (e.g. Fountains of Ramsey).
- Support the work of the Development Management (DM) Team to bring potential developers, retailers and office users to sites in the Center of Ramsey (COR); and provide regular updates about the COR to the EDA.
- Review the financial obligations and resources of the City's TIF districts and submit modifications as necessary.
- Consider joining the Minnesota Commercial Association of Realtors (MNCAR) Exchange. This would provide access to the Exchange's commercial property database and the ability to list Ramsey properties on the Exchange.

Moderately High Priorities

- Continue to promote multiple modes of transportation, including supporting the efforts to obtain funding for the Armstrong Interchange.
- Continue to follow-up on the results of the Retail Site Assessment of Ramsey's Customer Profile undertaken by Buxton in 2008.
- Consider and make recommendations to the City Council regarding the redevelopment of 167th Ave//Hwy 47 commercial node, including potential land acquisition of available property, the design of infrastructure, the potential creation of a TIF District, and the encouragement of residential development to support retail and other commercial ventures.
- Pursue a separate Zip Code with the U.S. Postal Service for the City of Ramsey.
- Develop long-term marketing strategy to improve area businesses and to attract new businesses.
- Actively contact and work with prospects concerning the possibility of a second grocery store for Ramsey.
- Consider the feasibility of a Medical-related or Biotech Business incubator in the City of Ramsey. This could include working with Genesis Business Centers, UEL or other entities.

Medium Priorities

- Develop a plan to recapitalize the Ramsey Revolving Loan Fund.
- Move forward with new Village Profile map of the City of Ramsey.
- Continue to work with Al Pearson regarding the sale of his property north of Hwy 10 and to the west of Puma Street and Legacy Christian Academy.
- Work with other City Departments to submit an application to DEED to seek the designation of the area near the transit station as a Transit Improvement Area (TIA).
- Support efforts by EDAM and other statewide organizations to seek funding for Brownfields Redevelopment and for TIA Loan Programs.
- Consider the establishment of new industrial/business park in the City of Ramsey. This could include doing a site evaluation of the industrial area south of LCA or south of Highway 10.

2011 WORK PLAN FOR THE RAMSEY ECONOMIC DEVELOPMENT AUTHORITY

The 2011 Work Plan for the Ramsey EDA outlines existing guidelines for economic development policies, and priority focus areas delineating the highest and the next highest priorities for the current year.

Guidelines for the 2011 Work Plan for the Ramsey EDA:

- Work to sustain moderate growth or recovery of industrial, commercial, retail, and housing activities in the City.
- Begin work on the redevelopment of the 167th/Hwy 47 commercial node, including the potential land acquisition of available lots, the design of infrastructure, creation of TIF District, and additional residential development to support commerce.
- Target family-wage to high salary employment opportunities in a variety of industries.
- Continue to target businesses in specific industries, including medical, precision manufacturing, aerospace, and other high tech fields.
- Encourage the retention and growth of existing local firms.
- Ensure quality growth and land use by streamlined, effective regulations and code enforcement.
- Continue to respond to specific requests for assistance from local companies.
- Use infrastructure investment to attract new firms and for development of designated areas.
- Maximize private, local, state, and federal funding for projects.

Priority Focus Areas for 2011:

Highest Priorities

- Communicate with existing Ramsey businesses through the Ramsey Resident newsletter, Business Network meeting, Business Appreciation Day, and Business Expo.
- Facilitate the Falls Coffee and Deli/Wells Catering project moving forward with its relocation to the COR.
- Although Ramsey does have a variety of fast-food restaurants, there is a strong desire for additional “sit-down” or full-service restaurants in the community. Develop a coherent Full-Service Restaurant subsidy policy.
- Begin work on the redevelopment of the 167th/Hwy 47 commercial node, including the potential land acquisition of available lots, the design of infrastructure, creation of TIF District, and additional residential development to support commerce.
- Expand, retain and create new employment in the City’s existing industrial parks.
- Support the work of the Development Management (DM) Team to bring potential developers, retailers and office users to sites in the Center of Ramsey (COR); and provide regular updates about the COR to the EDA.
- Review the financial obligations and resources of the City’s TIF districts and submit modifications as necessary.

Moderately High Priorities

- Actively contact and work with prospects concerning the possibility of a second grocery store for Ramsey.
- Continue to promote multiple modes of transportation, including supporting the efforts to obtain funding for the railroad station.
- Follow-up on the results of the Retail Site Assessment of Ramsey's Customer Profile undertaken by Buxton in 2008.
- Consider the feasibility of a Medical-related or Biotech Business incubator in the City of Ramsey. This could include working with Genesis Business Centers, UEL or other entities.
- Develop long-term marketing strategy to improve area businesses and to attract new businesses.
- Utilize the City's website and a software provider (such as E-Gov Link or Co-Star) to improve the community's real estate and business intelligence platform.

Medium Priorities

- Develop a plan to recapitalize the Ramsey Revolving Loan Fund.
- Move forward with new Village Profile map of the City of Ramsey, as well as the new Anoka Area Chamber of Commerce map.
- Work with the new owner of the property formerly known as the Diamonds Sports Bar & Grill (an 15.5 acre parcel south of Highway 10) in terms of redevelopment and infrastructure requirements.
- Work with other City Departments to submit an application to DEED to seek the designation of the area near the transit station as a Transit Improvement Area (TIA).
- Support efforts by EDAM and other statewide organizations to seek funding for Brownfields Redevelopment and for TIA Loan Programs.
- Pursue a separate Zip Code and Post Office for the City of Ramsey.
- Consider the establishment of new industrial/business park in the City of Ramsey. This could include doing a site evaluation of the industrial area south of LCA or the Pearson farm.

Meeting Date: 01/08/2015

By: Tim Gladhill, Community Development

Title:

Review Draft Closed Landfill Land Use Plan; Case of Minnesota Pollution Control Agency (MPCA)

Purpose/Background:

The purpose of this case is to review a draft of the Closed Landfill Land Use Plan prepared by the Minnesota Pollution Control Agency and to provide comment and timelines for implementation. The City is not approving this Plan at this point, but providing comment on the draft to be incorporated in the next Comprehensive Plan Update. Staff is seeking policy direction on two (2) smaller areas of the site that are currently guided for future development in the Comprehensive Plan. A representative from the MPCA is planning on attending to review the Plan.

The Closed Landfill Program is established within Minnesota Statute 115B. This Statute requires that the MPCA develop a land use plan for the closed landfill and for the City to make their land use plans consistent with the Closed Landfill Land Use Plan. The Statute gives the MPCA broad land use authority over this area.

The purpose of the Land Use Plan is to:

1. Protect the integrity of the landfill's remediation and monitoring systems
2. Protect human health and public safety at each landfill
3. Accommodate local government needs and desires for land use at the qualified facility with consideration for health and safety requirements

Notification:

Notification is not required at this stage.

Observations/Alternatives:

From the Introduction Section of the Closed Landfill Land Use Plan:

In 1994, the Minnesota Legislature adopted the Landfill Cleanup Act (LCA) (Minn. Stat. 115B.39 - 115B.45) which created the Closed Landfill Program (CLP). Under the CLP, the Minnesota Pollution Control Agency (MPCA) is responsible for the cleanup and long term care of 112 closed, municipal, solid waste landfills throughout the State.

The mission of the CLP is to manage the risk to public health and the environment that is associated with these landfills. Landfill gas migration and groundwater contamination can be serious issues at some landfills. These problems can pose a threat to the health and safety of those living or occupying land nearby. In addition, chemicals leaching from landfills can degrade groundwater and surface water resources surrounding them. The MPCA addresses the risk to public health and the environment at the closed landfills by undertaking cleanup actions, operating and maintaining remediation systems (engineered covers, gas-collection and groundwater-treatment systems) and by monitoring groundwater, surface water, and landfill gas.

The risk to public health and safety is also mitigated by implementing land-use controls that minimize public exposure to landfill hazards and protect the state's response action equipment. In other words, future use of land at and around closed landfills needs to be planned carefully and responsibly. Minnesota Statutes 115B.412, Subd. 9 of the LCA requires the MPCA to develop a Land Use Plan for each of these landfills and

for local government units (LGUs) to make their local land use plans consistent with the MPCA's plan for the site. Minnesota Statutes 115B.412, Subd. 4 requires the MPCA to provide LGUs certain information about the landfill and to incorporate this information in to their local land use planning.

To meet the requirements of subdivision 9 of the statute, LGUs that have land-use authority must make their land-use plans for the landfill consistent with the MPCA's plan for future use of, and obligations for, the facility. One way to accomplish this is for LGUs to make certain that their land-use designations and/or zoning ordinances are compatible with the MPCA's future responsibilities and uses for the Land Management Area. To meet the requirements of subdivision 4 of the statute, LGUs must consider the information about the landfill's contamination and methane gas migration in its land-use planning and also make this information available to those that want to develop the affected property. Also, LGUs may wish to adopt certain land-use controls in order to better protect public health and safety.

Generally speaking, the land use plan is appropriate for a majority of the area currently owned by the MPCA. There are, however, areas that are inconsistent with the City's current land use plan. In order for the two plans to be consistent, the City must either amend its Comprehensive Plan and/or Zoning Code/Map or request/comment that the MPCA amend the draft Closed Landfill Land Use Plan.

1. Business Park - Sunwood Drive (undeveloped; south of waste footprint, north of Sunwood Drive)
2. Medium Density Residential - Sunfish Lake Boulevard (undeveloped; east of waste footprint, west of Sunfish Lake Boulevard)
3. Rural Developing (Residential) - Garnet Street (previously removed; west of waste footprint, east of Garnet Street)

Business Park - Sunwood Drive

The City has been exploring the potential for a portion of this area to develop as a business park. The area is well served by existing infrastructure. This area is otherwise developable area, with the exception of restrictions as outlined below.

- This area is located within the Groundwater Area of Concern
- This area is not located within the Methane Gas Area of Concern
- Portions of this area were purchased through the sale of State issued bonds
- The MPCA desires to retain soil rights for this area for potential remediation needs for this and other closed landfills
- The MPCA desires to provide perpetual protection over a significant stand of native Oak Savanna tree canopy coverage.

Medium Density Residential - Sunfish Lake Boulevard

As part of the 2020 Comprehensive Plan, the City guided this area for future Medium Density Residential development. This area is not served by municipal water and sewer, but said utilities are in the vicinity. Additional public infrastructure would be needed to serve the site. This area has some significant grade changes with wetlands present. This area is otherwise developable, with the exceptions as noted below.

- A majority, but not all of this area, is located within the Groundwater Area of Concern
- This area is not located within the Methane Gas Area of Concern
- Portions of this area were purchased through the sale of State issued bonds
- The MPCA desires to retain soil rights to this area for potential future remediation needs for this and other closed landfill sites

Rural Developing - Garnet Street

The MPCA has previously purchased several single family homes along the western border of the waste footprint. As this area is located within the Methane Gas Area of Concern and the previous homes have now been removed,

Staff recommends that this area be guided 'Closed Landfill'.

Future Land Use Considerations

Use of State Issued Bonds for Financing. The site was purchased using State bonds. The existing bonds restrict the use of the site for 'public' use, further defined within the bond issuance documents.

Retention of Soil Rights. The MPCA desires to retain this portion of the site for remediation purposes, most notable the retention of soil rights if needed to protect the waste footprint.

Groundwater Area of Concern. Much of the site is also located within an area defined by the MPCA as a Groundwater Area of Concern. While there are no immediate risks to public health, the existence of the closed landfill warrants continued groundwater monitoring. If any of the portions outside of the waste footprint were to be developed, it is anticipated that the site would be serviced by the municipal water supply rather than a private well. It is further noted that there are other areas in the vicinity that have developed while being located in the Ground Water Area of Concern.

Before adopting the proposed land use plan, Staff requests policy direction on the future use of the area south of the landfill footprint. As previously noted, the Statute gives the MPCA broad discretion in developing a land use plan for the site. If the City desires to modify the proposed land use plan, said modification would require approval of the MPCA or the City would need to seek special legislation

Funding Source:

This case is being handled as part of normal Staff duties.

Recommendation:

This case is for presentation only. At this time, there is no official Staff recommendation. Staff would request that the Landfill Land Use Plan be allowed to be implemented as part of the 2040 Comprehensive Plan Update, rather than a separate Comprehensive Plan Amendment.

Action:

No official action is being requested at this time. Staff requests feedback on a work plan for implementation of the land use plan. In addition, Staff requests feedback on the policy question regarding land use on certain areas outside of the landfill footprint.

Attachments

Closed Landfill Land Use Plan

Conflicting Areas

Form Review

Inbox	Reviewed By	Date
Patrick Brama	Patrick Brama	01/02/2015 08:39 AM
Chris Anderson	Chris Anderson	01/02/2015 08:46 AM
Tim Gladhill (Originator)	Tim Gladhill	01/02/2015 08:53 AM
Form Started By: Tim Gladhill		Started On: 12/17/2014 01:42 PM
Final Approval Date: 01/02/2015		

CLOSED LANDFILL USE PLAN

ANOKA-RAMSEY LANDFILL

OCTOBER 28, 2014

**Minnesota Pollution
Control Agency**



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CLOSED LANDFILL USE PLAN
ANOKA-RAMSEY LANDFILL

INTRODUCTION

In 1994, the Minnesota Legislature adopted the Landfill Cleanup Act (LCA) (Minn. Stat. 115B.39 - 115B.45) which created the Closed Landfill Program (CLP). Under the CLP, the Minnesota Pollution Control Agency (MPCA) is responsible for the cleanup and long term care of 112 closed, municipal, solid waste landfills throughout the State.

The mission of the CLP is to manage the risk to public health and the environment that is associated with these landfills. Landfill gas migration and groundwater contamination can be serious issues at some landfills. These problems can pose a threat to the health and safety of those living or occupying land nearby. In addition, chemicals leaching from landfills can degrade groundwater and surface water resources surrounding them. The MPCA addresses the risk to public health and the environment at the closed landfills by undertaking cleanup actions, operating and maintaining remediation systems (engineered covers, gas-collection and groundwater-treatment systems) and by monitoring groundwater, surface water, and landfill gas.

The risk to public health and safety is also mitigated by implementing land-use controls that minimize public exposure to landfill hazards and protect the state's response action equipment. In other words, future use of land at and around closed landfills needs to be planned carefully and responsibly. Minnesota Statutes 115B.412, Subd. 9 of the LCA requires the MPCA to develop a Land Use Plan for each of these landfills and for local government units (LGUs) to make their local land use plans consistent with the MPCA's plan for the site. Minnesota Statutes 115B.412, Subd. 4 requires the MPCA to provide LGUs certain information about the landfill and to incorporate this information in to their local land use planning. These statutes are provided in Appendix A.

The MPCA considers these statutory requirements, when put together, as a Closed Landfill Use Plan (CLUP). The purpose, then, for preparing a CLUP for each landfill is to:

- protect the integrity of the landfill's remediation and monitoring systems;
- protect human health and public safety at each landfill; and
- accommodate local government needs and desires for land use at the qualified facility with consideration for health and safety requirements.

To meet the requirements of subdivision 9 of the statute, LGUs that have land-use authority must make their land-use plans for the landfill consistent with the MPCA's plan for future use of, and obligations for, the facility. One way to accomplish this is for LGUs to make certain that their land-use designations and/or zoning ordinances are compatible with the MPCA's future responsibilities and uses for the Land Management Area. To meet the requirements of subdivision 4 of the statute, LGUs must consider the information about the landfill's contamination and methane gas migration in its land-use planning and also make this information available to those that want to develop the affected property. Also, LGUs may wish to adopt certain land-use controls in order to better protect public health and safety.

SITE LOCATION AND DESCRIPTION

The Anoka-Ramsey Landfill (Landfill) is located in the city limits of Ramsey (City), Anoka County, Minnesota (Appendix B). A landfill's Land Management Area (LMA) includes the property described in the Landfill Cleanup Agreement between the MPCA and the landfill owner/operator, and may include adjacent property that contains waste, adjacent buffer property (land acquired for the purpose of restricting use by the public due to landfill gas or groundwater concerns), and adjacent property where response action equipment is located. At a minimum, the LMA will be comprised of the property in the Landfill Cleanup Agreement. In addition, the LMA is the property that is subject to Minnesota Statutes 115B.412, Subd. 9 of the LCA that requires the MPCA to develop a Land Use Plan for the landfill and with which the LGU's land use plan must be consistent. The LMA for the Landfill consists of 267 acres described in the Landfill Cleanup Agreement, additional parcels of land purchased by the MPCA and lands sold through friendly condemnations are shown in Appendix C.

The Landfill was operated as a dump from 1967 until it was permitted in 1972 and closed in 1993. The waste footprint is about 65 acres. The MPCA took over responsibility for the Landfill in 1997 when the MPCA and Waste Management signed the Landfill Cleanup Agreement and the MPCA issued the Notice of Compliance. The LMA is currently owned by the MPCA.

GROUNDWATER AND METHANE GAS AREAS OF CONCERN

Groundwater Area of Concern

The Groundwater Area of Concern (GWAOC) is defined as the area of land surrounding a landfill where the presence of activities that require the use of groundwater may be impacted or precluded by contamination from the landfill, or may cause the groundwater flow direction to change thereby impacting the user or others nearby. The GWAOC is used to inform the public about the current and potential risks to users of groundwater contaminated by the landfill. In most circumstances this area is not equidistant around the site. The GWAOC is shown in Appendix D.

The groundwater environmental monitoring system consists of approximately 104 wells. The groundwater contamination is in the Upper Sand that is part of the Anoka sand plain aquifer. There is also groundwater contamination in a glacial channel where the Grantsburg Till (that lies below the Upper Sand) is eroded and the Upper and Lower Sand are connected. Contaminants in groundwater that exceed drinking water standards include vinyl chloride, 1,2- dichloroethane and manganese.

The groundwater plume is shown in two dimensions but extends to a depth of 100 feet below the ground surface. The area of concern extends east 1065 feet beyond the plume boundary to include parcels that are not on city water because there may be shallow ground water flow towards Sunfish Lake. The area of concern extends to the southeast 1,614 feet beyond the plume boundary because there are parcels in this direction that are not on municipal water and regional flow in the shallow groundwater is to the southeast. Private wells to the east and southeast are protected by the Anoka Municipal Regional Landfill groundwater extraction system and by the geology of the bedrock aquifer. In addition, flow in the bedrock aquifer is to the south and southwest from the waste footprint. These

wells will be periodically sampled to verify that the Tunnel City Group bedrock aquifer is still contaminant free.

Methane Gas Area of Concern

The Methane Gas Area of Concern (MGAOC) is defined as the area of land surrounding a landfill waste footprint where the presence of certain activities, such as construction of enclosed structures, may be impacted or precluded by subsurface migration of methane gas. Methane gas is an odorless gas produced when municipal solid waste decomposes, and can be explosive in confined spaces such as basements when mixed in air. The MGAOC is used to inform the public about the risks to current and future land owners regarding certain uses they may want to consider. The MGAOC is shown in Appendix E.

Soils in the vicinity of the Anoka/Ramsey Landfill are generally coarse sands. Depth to the groundwater table is approximately 20 feet below ground surface. The landfill waste footprint is approximately 65 acres and contains approximately 5,700,000 cubic yards of waste. A low permeability cover system is in place. The closest residences are located greater than 300 feet from the waste footprint

The cover system has 43 vertical gas extraction wells connected to an enclosed blower/flare unit. All 16 gas monitoring probes located around the landfill perimeter have had zero percent methane measured in them for more than 5 years, indicating that there likely is no gas migrating off the property. An investigation of the waste quality conducted in 2011 found the waste to be very dry, confirming that the lower gas generation rate being extracted by the flare system was not due to fouled gas wells, but rather a slower degradation rate due to lack of moisture.

Based on the large mass of waste present, the highly permeable soils in the area, the potential for an extended shutdown of the gas extraction system due to unforeseen circumstances, the dry waste present, and recognizing the potential for gas to migrate under seasonal low permeable (frozen) conditions, the MGAOC is revised down from the previous estimate to extend 250 feet beyond the waste footprint.

It is important to note that these Areas of Concern can change over time. Therefore, updated information will be provided to the City when the existing information becomes obsolete or misleading.

CURRENT ZONING FOR THE LMA

As listed on the City's Official Zoning Proposed Map updated March 2011, the portion of the LMA containing the waste footprint is zoned Public/Quasi-Public. The intent of this district is to provide for public and private recreational uses, government buildings and facilities, and schools. Two parcels south of the waste footprint, but within the LMA are zoned E-2 Employment District. The intent of this district is to provide for the mix of typically large volumes of bulk commercial goods and services, wholesale or warehouse activities and limited retail activities. Three parcels on the east side of the LMA are zoned R-2 Multiple Family Districts. The intent of this district is to accommodate duplexes, townhomes, townhomes, or multifamily units at a maximum density of seven units per acre and a minimum density of three units per acres. Lastly, seven parcels on the west side, within the LMA are zoned 2030 MUSA

R-1 Residential. The intent of this district is to accommodate single-family dwelling units on suitable land with the Metropolitan Urban Service Area at a maximum net density of three units per acres or four units per acres through the use of Planned Unit Development (PUD).

DECLARATION OF RESTRICTIONS AND COVENANTS

The LCA was signed by Waste Management and the MPCA, and was filed with the Anoka County Recorder on March 11, 1998 as document no. 1326786 (abstract) and 308557 (Torrens), item K. *Restrictive Covenant*, which runs with the LMA land, prohibits:

- constructing any structure on the LMA without the written approval of the Commissioner of the MPCA; and
- installing any drinking water wells on the LMA without the prior written approval of the Commissioners of both the MPCA and the Minnesota Department of Health (MDH).

LCA Attachment K *Declaration of Restrictions and Covenants* was signed by Waste Management and the MPCA, and was filed with the Anoka County Recorder on March 11, 1998 as document no. 1326784 (abstract) and 308555 (Torrens). The Declaration, which runs with the land, prohibits:

- installing any drinking water wells without the prior written approval of the Commissioner of the MPCA and the MDH as identified in LCA Attachment J – *Property to be subjected to restrictive covenants*.

STATE BOND FINANCED PROPERTY

The MPCA used proceeds from the sale of State general obligation bonds for capital costs of environmental response actions that MPCA undertook at the Landfill. As a result of this expenditure of State bond proceeds, the publicly owned property where the environmental response actions were taken became “State Bond Financed Property” as that term is defined by Minn. Stat. § 16A.695. As the owner this State Bond Financed Property, the MPCA is subject to the requirements of Minn. Stat. § 16A.695 and any orders or rules adopted by the Commissioner of Minnesota Management and Budget (MMB) under that statute.

Minn. Stat. § 16A.695 and the MMB Commissioner’s Fourth Amended Order Relating to the Use and Sale of State Bond Financed Property (the Order) impose certain requirements on any sale, mortgage, or other disposition of State Bond Financed Property, or any lease or contract for the use or management of the property entered into by the MPCA Commissioner. The statutory requirements include, but are not limited to, obtaining the approval of the Commissioner of MMB before the MPCA Commissioner enters into any such transaction (sale, lease, etc.) with respect to the property.

In order to assure that the requirements of Minn. Stat. § 16A.695 and the Order are carried out with respect to all State Bond Financed Property, the MMB Commissioner requires that a Declaration be recorded on the property records indicating that any sale of the property may be subject to the MMB

Commissioner's approval. Several Declarations, pertaining to the LMA property, will be signed by the MPCA and filed with the Anoka County Recorder in the near future.

MPCA'S LAND USE PLAN FOR THE LMA

The MPCA's first and foremost responsibility regarding the Landfill is to manage the risk to public health and safety. It does this by taking response actions, maintaining the Landfill, and working with local governments to assure land use is commensurate with landfill conditions and MPCA's obligations on the LMA, as well as the conditions on the affected land off the LMA. Therefore, land uses associated with the MPCA's obligation to protect public health and safety take precedence over other possible land uses.

The MPCA has identified land uses for the LMA. It has done so by considering the methane gas and groundwater areas of concern, the types and locations of response actions and associated equipment, the amount of the LMA occupied by landfill waste, and local land-use desires. The land uses on either the entire LMA or portions thereof that are acceptable to the MPCA are:

- Closed Landfill Management;
- Solar Energy Farm; and
- Open Space

Appendices F through H show where these uses would be allowed within the LMA.

Closed Landfill Management is the use associated with the MPCA's responsibility and obligation to take necessary response actions on the property as provided in Minn. Stat. §§ 115B.39-43.

DISCUSSION / CONCLUSIONS

Land Uses on the LMA

Minn. Stat. § 115B.412, Subd. 9 requires all local land-use plans be consistent with the MPCA's land-use plan for the LMA. The MPCA's future obligations for the LMA conflict with the current local land-use plans. The MPCA believes that most of the uses within the current zoning for the LMA are not compatible with the MPCA's future responsibilities for the site as well as the risks associated with the Landfill. As a result, the MPCA recommends that the City adopt a new zoning district and ordinance for the LMA. The MPCA recommends the City adopt a zoning district called Closed Landfill Restricted (CLR) with an ordinance similar in form to the one included in Appendix I.

The new zoning, however, should reflect the land uses identified above – Closed Landfill Management, Solar Energy Farm and Open Space as shown in Appendices F through H. The City may want to consider Closed Landfill Management as a permitted use over the entire LMA and Open Space as permitted uses in specific locations as shown in Appendix H. Solar Energy Farm could be considered a conditional use (conditioned upon location and plans approved by the MPCA and the City) where shown in Appendix G.

Regardless of future land use on the LMA, the provisions within the Declaration of Restrictions and Covenants recorded against the property prohibit the construction of structures without prior written approval of the MPCA, and the installation of drinking water wells without prior written approval of the MPCA and Minnesota Department of Health (MDH).

Affected Property off the LMA

Minn. Stat. § 115B.412, Subd. 4(b) requires local units of government to incorporate information about the landfill and associated groundwater contamination and landfill gas migration into any land-use plans and to notify persons applying for a permit to develop affected property of the existence of this information and, on request, to provide them with the information.

Certain land-use controls pertinent to groundwater use and well construction within the GWAOC currently exist to protect public health and safety. First, Minn. Rules Chapter 4725.4450, subp. 1 requires that a water supply well cannot be constructed within 300 feet of the Landfill. Second, the MDH has authority to approve the construction of drinking water wells. Therefore, the information pertaining to the GWAOC has been provided to MDH to assist them with their authority for approving the construction of potential new wells near the Landfill.

The MGAOC is contained within the LMA. Therefore, no additional land-use controls are necessary to prohibit the construction of buildings close to the landfill's waste.

DISCLAIMER

The MPCA makes no representations or warranties to the user of the accuracy, currency, suitability, or reliability of the data presented in this report. Any recommendations made by the MPCA in this report are based solely on the data it has, or its contractors have, collected, and only from data collected at specific locations and times. Other sources of contamination or methane, unknown to the MPCA, could exist off the Landfill property. The MPCA recommends that any person interested in developing property near the Landfill first consult with an environmental consulting or engineering firm, and/or an environmental attorney, regarding the possible risks associated with the Landfill.

APPENDIX A

Minnesota Statutes 115B.412

Subd. 4. **Affected real property; notice.**

(a) The commissioner shall provide to affected local government units, to be available as public information, and shall make available to others, on request, a description of the real property described in the original and any revised permits for a qualified facility, along with a description of activities that will be or have been taken on the property under sections 115B.39 to 115B.43 and a reasonably accurate description of the types, locations, and potential movement of hazardous substances, pollutants and contaminants, or decomposition gases related to the facility. The commissioner shall provide and make this information available at the time the facility is placed on the priority list under section 115B.40, subdivision 2; shall revise, provide, and make the information available when response actions, other than long-term maintenance actions, have been completed; and shall revise the information over time if significant changes occur that make the information obsolete or misleading.

(b) A local government unit that receives information from the commissioner under paragraph (a) shall incorporate that information in any land use plan that includes the affected property and shall notify any person who applies for a permit related to development of the affected property of the existence of the information and, on request, provide a copy of the information.

Subd. 9. **Land management plans.**

The commissioner shall develop a land use plan for each qualified facility. All local land use plans must be consistent with a land use plan developed under this subdivision. Plans developed under this subdivision must include provisions to prevent any use that disturbs the integrity of the final cover, liners, any other components of any containment system, or the function of any monitoring systems unless the commissioner finds that the disturbance:

(1) is necessary to the proposed use of the property, and will not increase the potential hazard to human health or the environment; or

(2) is necessary to reduce a threat to human health or the environment.

Before completing any plan under this subdivision, the commissioner shall consult with the commissioner of management and budget regarding any restrictions that the commissioner of management and budget deems necessary on the disposition of property resulting from the use of bond proceeds to pay for response actions on the property, and shall incorporate the restrictions in the plan.

Appendix B: Site Location Map Anoka-Ramsey Landfill



Minnesota Pollution Control Agency

Site Contacts

Land Manager: Jean Hanson

Engineer: Peter Tiffany

Hydrogeologist: Joe Julik

Site Features



Waste Footprint

Land Management Area

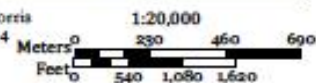


Designates the property that is under the responsibility and control of the MPCA.



DISCLAIMER: The State of Minnesota makes no representations or warranties to the user as to the accuracy, currency, suitability or reliability of this data for any purpose. This map depicts a reasonable approximation of impacts from the landfill only and makes no inference about impacts from other potential sources.

Map created by: Anne Morris
Date Updated: 9/26/2014



Appendix C: Land Management Area Anoka-Ramsey Landfill



Minnesota Pollution Control Agency

Site Contacts

Land Manager: Jean Hanson

Engineer: Peter Tiffany

Hydrogeologist: Joe Julik



Site Features



Waste Footprint



Land Management Area

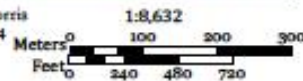
Designates the property that is under the responsibility and control of the MPCA.



DISCLAIMER: The State of Minnesota makes no representations or warranties to the user as to the accuracy, currency, suitability or reliability of this data for any purpose. This map depicts a reasonable approximation of impacts from the landfill only and makes no inference about impacts from other potential sources.

Map created by: Anne Morris

Date Updated: 9/26/2014



Appendix D: GWAOC Anoka-Ramsey Landfill



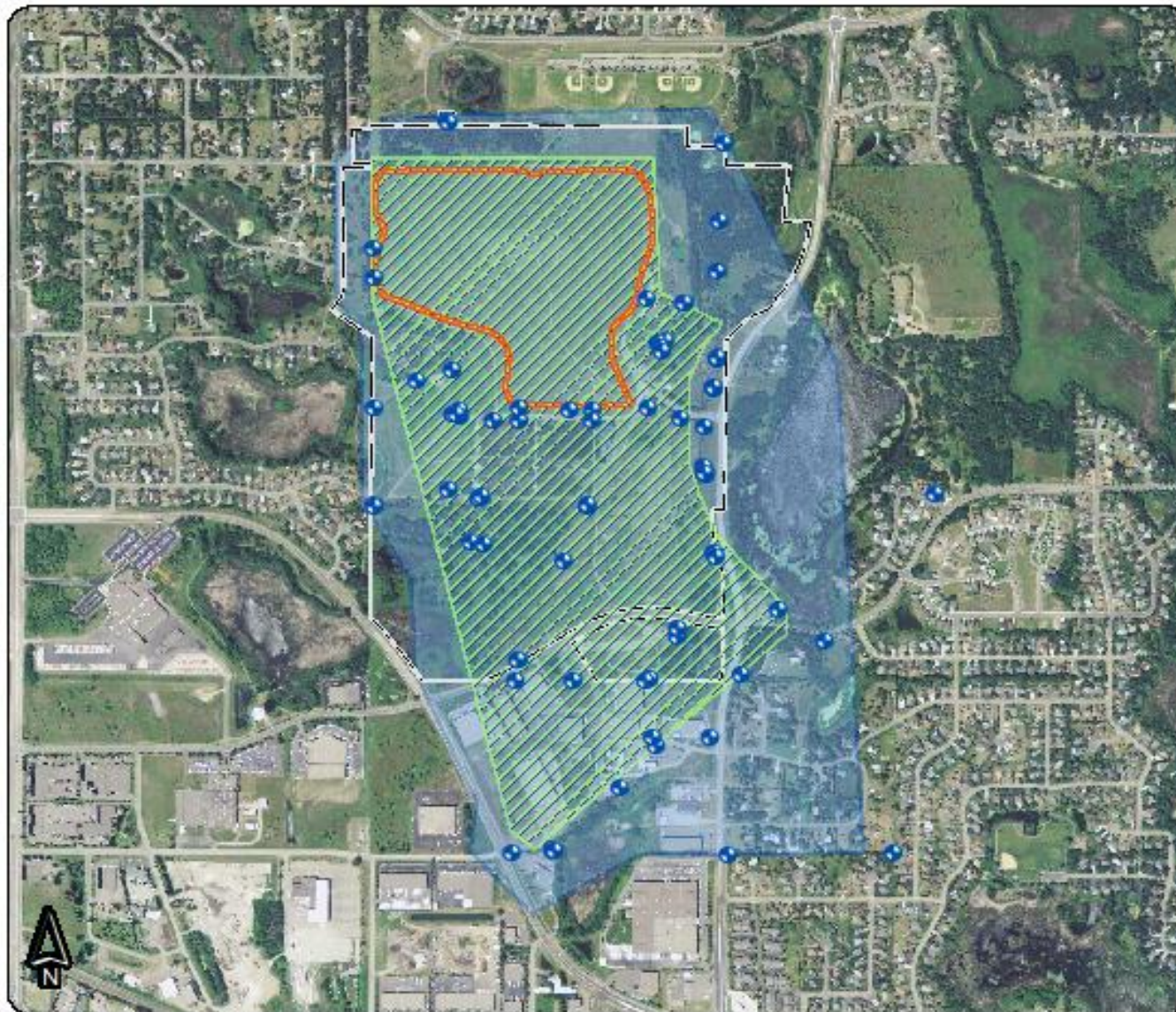
Minnesota Pollution Control Agency

Site Contacts






Land Manager: Jean Hanson

Engineer: Peter Tiffany

Hydrogeologist: Joe Julik



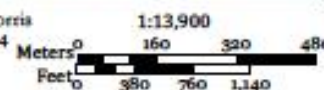
Site Features

-  **Monitoring Well**
-  **Waste Footprint**
-  **Groundwater Plume**
Approximate area of the subterranean contaminated groundwater plume.
-  **Land Management Area**
Designates the property that is under the responsibility and control of the MPCA.
-  **Groundwater Area of Concern**
An area where the groundwater may be affected by landfill contamination.



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Map created by: Anne Morris
Date Updated: 9/26/2014



Appendix E: MGAOC Anoka-Ramsey Landfill



Minnesota Pollution Control Agency

Site Contacts

Land Manager: Jean Hanson

Engineer: Peter Tiffany

Hydrogeologist: Joe Julik



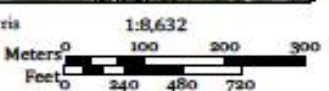
Site Features

- Gas Probe**
- Methane Area of Concern**
Area surrounding the landfill that may be impacted by subsurface migration of methane gas.
- Waste Footprint**
- Land Management Area**
Designates the property that is under the responsibility and control of the MPCA.

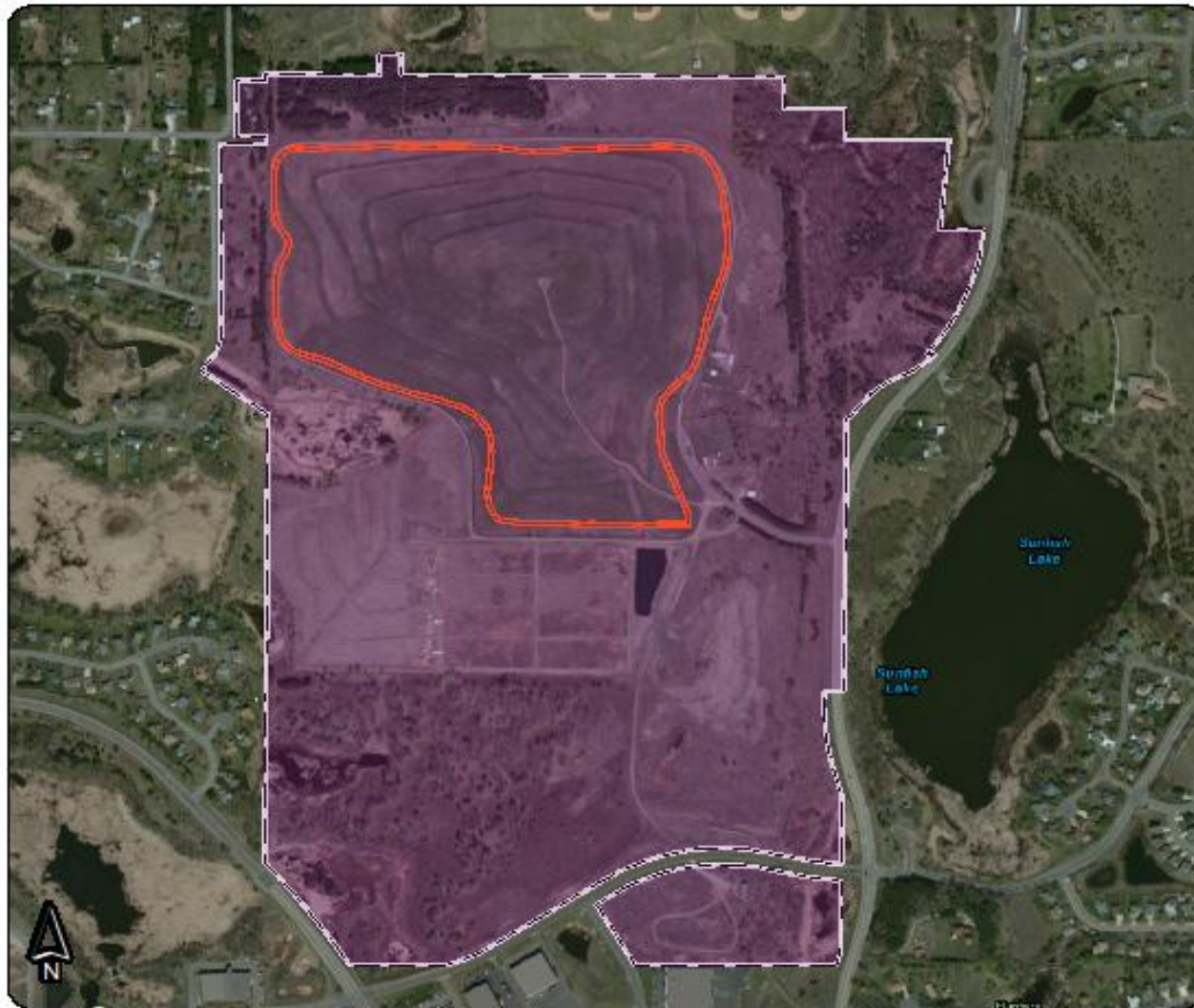


DISCLAIMER: The State of Minnesota makes no representations or warranties to the user as to the accuracy, currency, suitability or reliability of this data for any purpose. This map depicts a reasonable approximation of impacts from the landfill only and makes no inference about impacts from other potential sources.

Map created by: Anne Morris
Date Updated: 10/9/2014



Appendix F: Closed Landfill Management Use Anoka-Ramsey Landfill



Minnesota Pollution Control Agency





Site Contacts

Land Manager: Jean Hanson

Engineer: Peter Tiffany

Hydrogeologist: Joe Julik

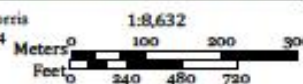
Site Features

-  Closed Landfill Management Use
-  Waste Footprint
-  Land Management Area
-  Designates the property that is under the responsibility and control of the MPCA.



DISCLAIMER: The State of Minnesota makes no representations or warranties to the user as to the accuracy, currency, suitability or reliability of this data for any purpose. This map depicts a reasonable approximation of impacts from the landfill only and makes no inference about impacts from other potential sources.

Map created by: Anne Morris
Date Updated: 9/26/2014



Appendix G: Solar Energy Farm Use - Anoka-Ramsey Landfill



Minnesota Pollution Control Agency

Site Contacts


Land Manager: Jean Hanson

Engineer: Peter Tiffany

Hydrogeologist: Joe Julik



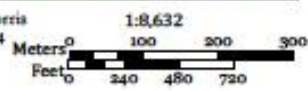
Site Features

-  Solar Energy Farm Use Area
-  Waste Footprint
-  Land Management Area
-  Designates the property that is under the responsibility and control of the MPCA.



DISCLAIMER: The State of Minnesota makes no representations or warranties to the user as to the accuracy, currency, suitability or reliability of this data for any purpose. This map depicts a reasonable approximation of impacts from the landfill only and makes no inference about impacts from other potential sources.

Map created by: Anne Morris
Date Updated: 10/9/2014



Appendix H: Open Space Use - Anoka-Ramsey Landfill



Minnesota Pollution
Control Agency

Site Contacts


Land Manager: Jean Hanson


Engineer: Peter Tiffany


Hydrogeologist: Joe Julik



Site Features

 Open Space Use

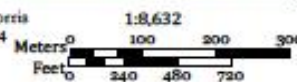
 Waste Footprint

 **Land Management Area**
Designates the property that is under the responsibility and control of the MPCA.



DISCLAIMER: The State of Minnesota makes no representations or warranties to the user as to the accuracy, currency, suitability or reliability of this data for any purpose. This map depicts a reasonable approximation of impacts from the landfill only and makes no inference about impacts from other potential sources.

Map created by: Anne Morris
Date Updated: 10/9/2014



APPENDIX I

District CLR – Closed Landfill Restricted

A. Purpose

The Closed Landfill Restricted (CLR) District is intended to apply to former landfills that are qualified to be under the Closed Landfill Program of the Minnesota Pollution Control Agency (MPCA). The purpose of the district is to limit uses of land within the closed landfill, both actively filled and related lands, to minimal uses in order to protect the land from human activity where response action systems are in place and, at the same time, are protective of human health and safety. This district shall only apply to the closed landfill's Land Management Area, the limits of which are defined by the MPCA. This district shall apply whether the landfill is in public (MPCA, City, City, Township), Indian tribal, or private ownership.

For purposes of this ordinance, the Land Management Area for the _____ Landfill, a qualified facility under the MPCA's Closed Landfill Program, is described as:

B. Permitted Uses

The following uses are permitted within the CLR District: _____.

C. Accessory Uses

Accessory uses allowed in this district include outdoor equipment or small buildings used in concert with gas extraction systems, other response action systems, monitoring wells or any other equipment designed to protect, monitor or otherwise ensure the integrity of the landfill monitoring or improvement systems. Fences and gates shall apply under these provisions.

D. Conditional Uses

Conditional uses shall be limited to uses that do not damage the integrity of the Land Management Area and that continue to protect any person from hazards associated with the landfill.

Any application for a conditional use must be approved by the Commissioner of the MPCA and the ____ (LGU) _____. Such approved use shall not disturb or threaten to disturb, the integrity of the landfill cover, liners, any other components of any containment system, the function of any monitoring system that exists upon the described property, or other areas of the Land Management Area that the Commissioner of the MPCA deems necessary for future response actions.

The following conditional uses are permitted within the CLR District:

E. Prohibited Uses and Structures

All other uses and structures not specifically allowed as conditional uses, or that cannot be considered as accessory uses, shall be prohibited in the CLR District.

F. General Regulations

Requirements for (parking, signs, area, height) and other regulations are set forth in _____.

G. Any amendment to this ordinance must be approved by the Commissioner of the MPCA and the (LGU).

ATTACHMENT J

PROPERTY TO BE SUBJECTED TO RESTRICTIVE COVENANTS

Parcel "1". Lot 1, Block 6, Peltzer Addition to the City of Ramsey, Anoka County, Minnesota, according to the recorded plat thereof.

Parcel "2". Lot 2, Block 6, Peltzer Addition to the City of Ramsey, Anoka County, Minnesota, according to the recorded plat thereof.

Parcel "3". Lot 5, Block 2, Peltzer Addition to the City of Ramsey, Anoka County, Minnesota, according to the recorded plat thereof.

Parcel "4". Lot 4, Block 2, Peltzer Addition to the City of Ramsey, Anoka County, Minnesota, according to the recorded plat thereof.

Parcel "5". Lot 3, Block 2, Peltzer Addition to the City of Ramsey, Anoka County, Minnesota, according to the recorded plat thereof.

Parcel "6". Lot 2, Block 2, Peltzer Addition to the City of Ramsey, Anoka County, Minnesota, according to the recorded plat thereof.

Parcel "7". Lot 1, Block 2, Peltzer Addition to the City of Ramsey, Anoka County, Minnesota, according to the recorded plat thereof.

Parcel "8". The East 500 feet of the South 200 feet (as measured along the East and South lines, respectively) of the Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4) of Section 27, Township 32, Range 25, Anoka County, Minnesota.

Parcels "9" and "10". That part of the Southwest Quarter of the Southwest Quarter (SW 1/4 of SW 1/4) of Section 23, Township 32, Range 25, Anoka County, Minnesota, lying Westerly of the Town Road and Southerly of the following described line: Commencing at the Southwest corner of said Section 23; thence Northerly, along the Westerly line of said Section 23, a distance of 675 feet for point of beginning of line to be described; thence Easterly, at right angles, a distance of 654.10 feet, more or less, to the centerline of said Town Road and there terminating.

Parcel "12". All of Government Lot 1, Section 26, Township 32, Range 25, Anoka County, Minnesota, EXCEPT that part described as follows: Beginning at the Northwest corner of said Section; thence South 200 feet, along the Westerly Section line; thence Easterly at right angles, to the shore of Sunfish Lake at low water mark; thence Northerly, along said shoreline, to the North line of said Section; thence Westerly, along said North

line to the place of beginning; and ALSO EXCEPT that part of said Government Lot 1 described as follows: Beginning at a point on the West line of said Government Lot 1 distant 200 feet South from the Northwest corner of said Section 26; thence South, along said West line, a distance of 255.0 feet; thence East, at right angles to said West line, a distance of 485.55 feet, more or less, to the shoreline of Sunfish Lake; thence Northeasterly, along said shore line to its intersection with a line drawn at right angles to the West line of said Government Lot 1 from the point of beginning; thence West, along last mentioned line a distance of 665.36 feet, more or less, to the point of beginning.

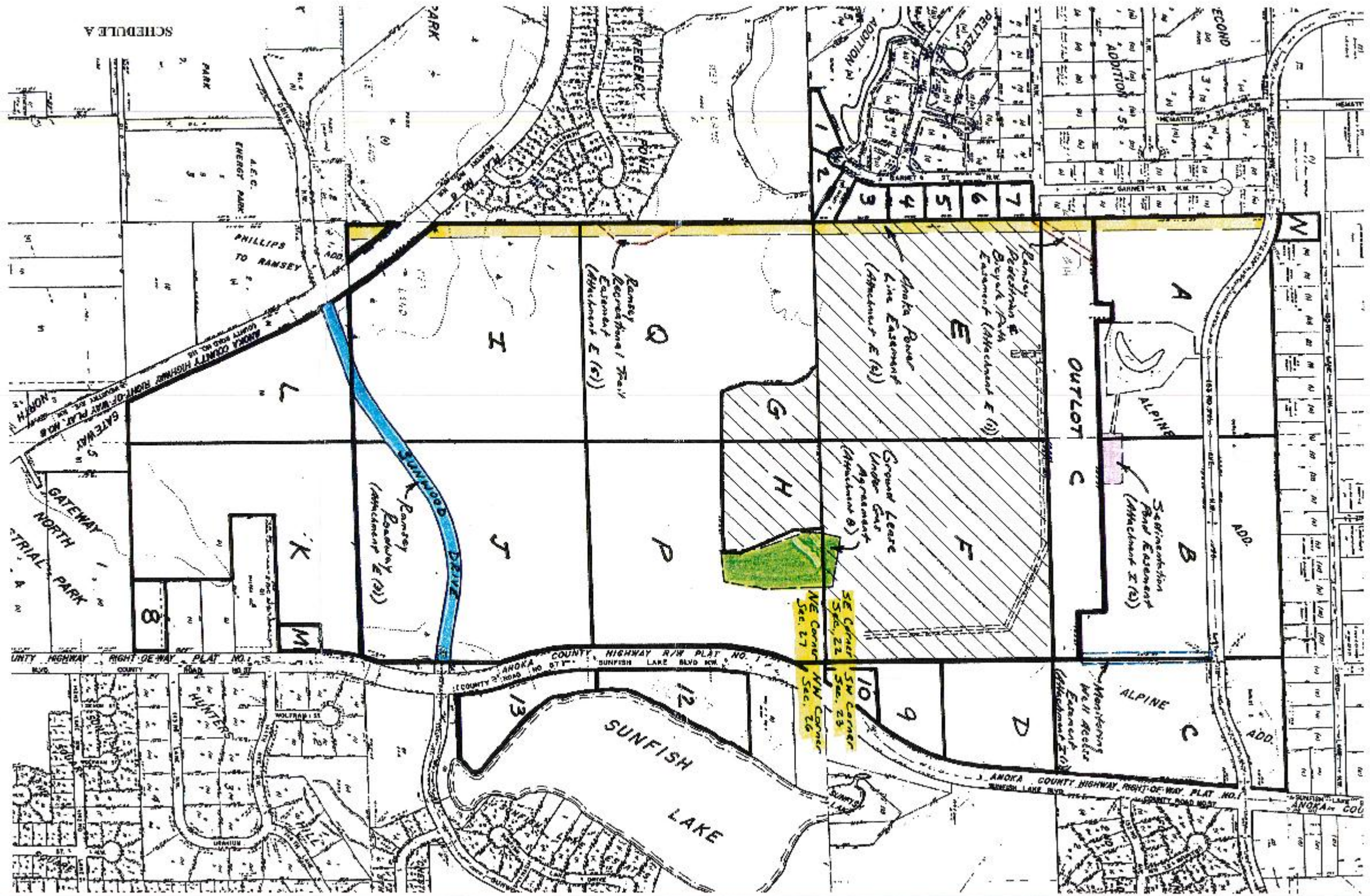
ALSO, all that part of Government Lot 3, Section 26, Township 32, Range 25, Anoka County, Minnesota, described as follows: Beginning at the Northwest corner of Government Lot 3, thence South, along the West line of said Government Lot 3, a distance of 220 feet; thence East, parallel with the South line of said Government Lot 3, to the shore of Sunfish Lake; thence Northwesterly, along the Shore of Sunfish Lake to the North line of said Government Lot 3; thence West, along the North line of said Government Lot 3, to the point of beginning.

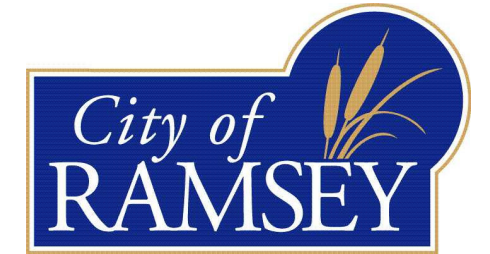
Parcel "13". That part of Government Lot 3, Section 26, Township 32, Range 25, Anoka County, Minnesota, described as follows: Commencing at a point on the West line of said Government Lot 3, 220 feet South of the Northwest corner thereof; proceeding thence South along said West line to a point which is 802 feet South of the Northwest corner of said Lot 3; proceeding thence East and parallel to the North line of said Government Lot 3 to the shore of Sunfish Lake; proceeding thence Northerly along the shore of Sunfish Lake to a point East of the point of beginning herein as measured on a line parallel with the North line of said Lot 3; proceeding thence West and parallel to the North line of said Government Lot 3, to the point of beginning. Except Parcel 8, Anoka County Highway Right-of-Way Plat No. 1.

Parcels "K" and "M". The Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4), Section 27, Township 32, Range 25, Anoka County, Minnesota, EXCEPT the following described three tracts:

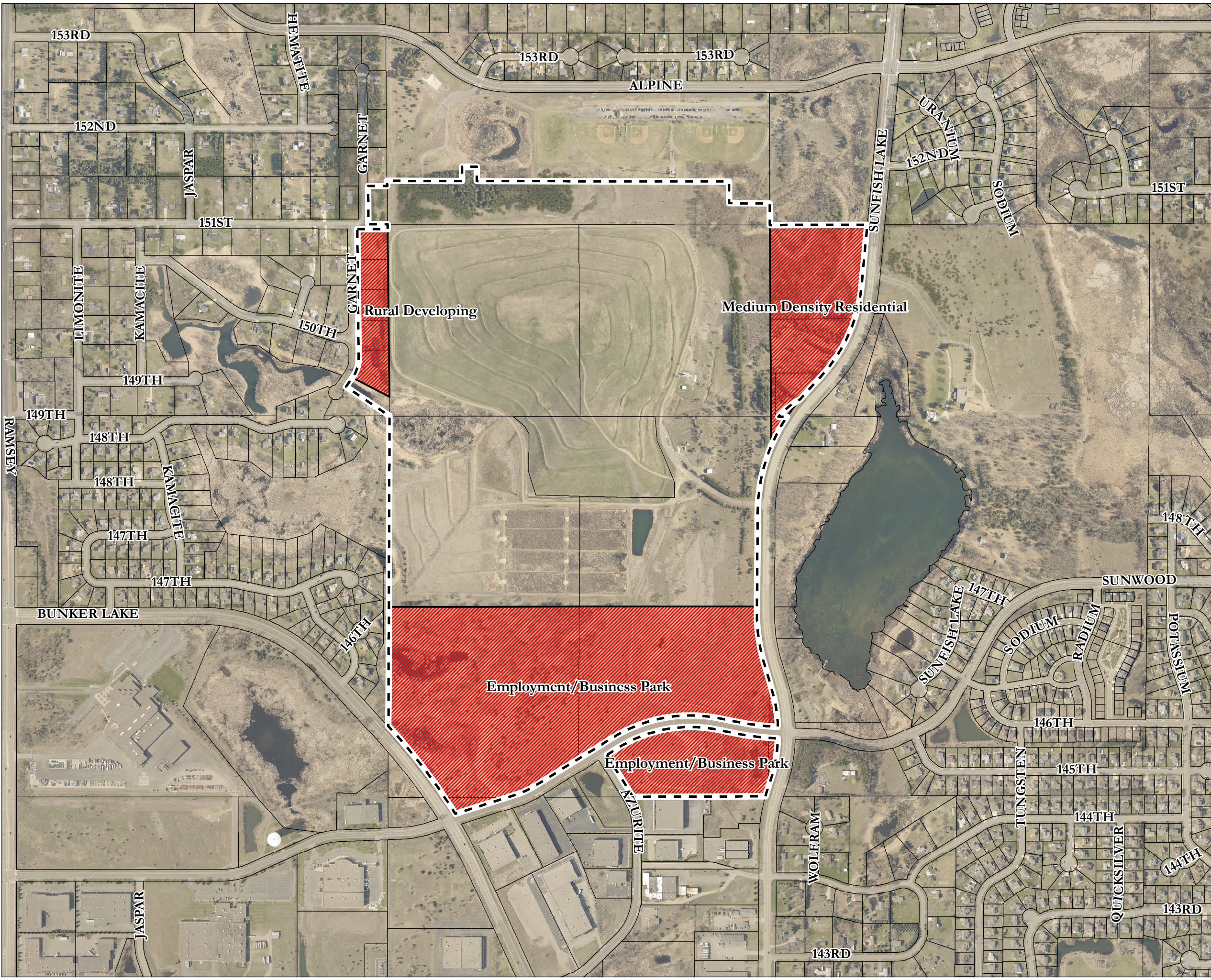
1. The East 500 feet of that part of said Northeast Quarter of the Southeast Quarter lying South of the North 750 feet of said Northeast Quarter of the Southeast Quarter, as measured along the North and East line of said Northeast Quarter of the Southeast Quarter.
2. The South 250 feet of the North 750 feet of the East 871 feet of said Northeast Quarter of the Southeast Quarter, as measured along the East and North line of said Northeast Quarter of the Southeast Quarter.
3. That part of Parcel 4, Anoka County Highway Right-of-Way Plat No. 1, lying North of Parcel 5, said plat.

Parcel "L". That part of the Northwest Quarter of the Southeast Quarter (NW 1/4 of SE 1/4), Section 27, Township 32, Range 25, Anoka County, Minnesota, lying easterly of Anoka County Highway Right-of-Way Plat No. 8.

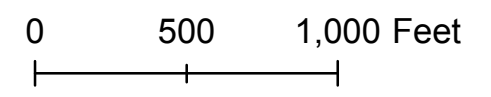
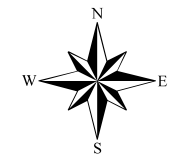




Closed Landfill Land Use Plan



- Land Management Area
- Inconsistent Areas



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