

City of Ramsey
Agenda
Economic Development Authority (EDA)
Thursday, February 5, 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 - January 8, 2015
- 4. EDA Business**
 1. 2015 Annual EDA Business Expo
 2. Review Future Business Park RFQ and Updates
 3. Consider Purchase Agreement with WESTCO Properties LLC (portions may be closed to the public)
- 5. Member/Staff Input**
- 6. Adjournment**

Economic Development Authority (EDA)

3. 1.

Meeting Date: 02/05/2015

By: Kathy Schmitz, Administrative Services

Title:

Approve the Following Meeting Minutes:

- 1) EDA Regular Meeting - January 8, 2015

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 - January 8, 2015
-

Attachments

[01 08 15 EDA Mtg](#)

Form Review

Form Started By: Kathy Schmitz
Final Approval Date: 02/03/2015

Started On: 02/03/2015 09:10 AM

**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, January 8, 2015, 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 Chris Riley (arrived at 7:33 a.m.)
 Member Wayne Skaff
 Member Kristine Williams

Members Absent: None

Also Present: Patrick Brama, Econ. Dev. Manager/Assistant City Administrator
 Tim Gladhill, Development Services Manager

1. CALL TO ORDER

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

2. APPROVE AGENDA

Motion by Member Skaff, seconded by Member Hardin, to approve the agenda as presented.

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

3. APPROVE MINUTES

**3.01(1): Approve Meeting Minutes Dated September 11, 2014
 Approve Meeting Minutes Dated October 9, 2014
 Approve Meeting Minutes Dated December 11, 2014**

Motion by Member Skaff, seconded by Member Hardin, to approve the September 11, 2014, October 9, 2014, and December 11, 2014, minutes as presented.

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

Member Riley arrived at 7:33 a.m.

4. EDA BUSINESS

4.01: Consider Purchase Agreement with PSD LLC

Economic Development Manager/Assistant City Administrator Brama presented the staff report.

Member Skaff asked if City Staff and the Planning Commission were happy with the site plan and position of the garages.

Development Services Manager Gladhill stated there were some concerns but they have reserved their recommendations until the architectural rendering is seen.

Chairperson Steffen asked what the cost of the road would be.

Economic Development Manager/Assistant City Administrator Brama stated the original negotiation for the property yielded a higher per square foot price and the amount was deducted from that.

Member LeTourneau thought there was a preferred price range per square foot that was inside their guidelines and he wondered if the current price fell within that range.

Economic Development Manager/Assistant City Administrator Brama indicated it was well within the range and would be considered to be in the mid to upper range.

Chairperson Steffen wondered if negotiations are done as far as staff is concerned.

Economic Development Manager/Assistant City Administrator Brama stated the only open item is the earnest money.

Member LeTourneau stated they are done negotiating because they have a purchase agreement but he did not think they were closed to negotiating if the Board sees something else that should be reviewed and negotiated.

Chairperson Steffen indicated he did not see any additional items that needed to be negotiated.

Motion by Member Skaff, seconded by Member Brunt, to recommend to the City Council approval of the purchase agreement with PSD, LLC for \$13.97 acres of City owned land located within The COR.

Further discussion: Member Hardin indicated he liked the fact they had the earnest money.

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

4.02: Consider Purchase Agreement between NIK Management Group and the City of Ramsey for the Former Municipal Center Site

Economic Development Manager/Assistant City Administrator Brama presented the staff report.

Member Skaff asked if NIK has given any indication on the size or price of homes they want to build.

Development Services Manager Gladhill stated NIK would be looking at other subdivisions in the area for comparables and he thought the price range would be between \$170,000 and \$200,000.

Chairperson Steffen asked if staff will influence the size of the lots or is that up to NIK to decide.

Development Services Manager Gladhill stated the City Zoning Code will dictate a lot of that but the City can go through a Planned Unit Development process and can negotiate those terms. Staff will go through a concept design phase with the Planning Commission at their next meeting to get some feedback.

Chairperson Steffen asked why NIK was offering a price above the listing price.

Economic Development Manager/Assistant City Administrator Brama stated they had a separate offer from TR Horton that came in significantly lower.

Chairperson Steffen asked if NIK has the capital to start to construct spec homes in May or will they have to wait until the lots are purchased.

Economic Development Manager/Assistant City Administrator Brama stated NIK does have a contingency in place as part of the purchase agreement to get their financing secure before close. Verbally Nik has indicated they have reached agreements with First Minnesota Bank but it is not confirmed at this time.

Chairperson Steffen asked what contingencies they have in place regarding the closing in May 2016.

Economic Development Manager/Assistant City Administrator Brama stated there are a number of generic contingencies in place, which are entitlements to the property, site plan approval, and plat and are also requiring a number of predevelopment documents and information. He stated the financing has been taken care of as part of Phase One. The big item is going to be the City clearing the site in time for June opening.

Member Hardin stated if this was always intended to be a two-phase closing because of the Fire Station.

Economic Development Manager/Assistant City Administrator Brama indicated it was. He stated NIK is very interested in the site and entire project and want to have the second portion of the second phase locked up and ready to go.

Chairperson Steffen did not think that five thousand earnest money seemed like a lot of money for a deal that is going to close in sixteen months. He felt the amount was low and did not want to see the City list the property again in sixteen months because NIK walked away from the deal.

Member Riley agreed and stated the second phase of the closing is at the City's convenience because they can't sell it now. NIK is not asking the City to hold the property for them, the City is asking not to have to sell the property at this time which puts a twist on it. He did feel five thousand was not a lot of money to hold a parcel of land for. He asked staff was the earnest amount would be if the new policy was in place.

Economic Development Manager/Assistant City Administrator Brama asked the Board for a minute while he calculated the amount.

Chairperson Steffen asked if there was going to be an access on Alternative A on the North/South Street on the right side of the plans.

Development Services Manager Gladhill reviewed the site plan with the Board.

Economic Development Manager/Assistant City Administrator Brama stated based off the new policy, they would be at a little over \$17,000 in earnest money. They could increase the money in Phase Two and have some earnest money in Phase Two go hard after a certain date.

Member Williams asked if there is a concern that the City would not want to move forward with Phase Two. She wondered if part of this is to protect the City's interest as well.

Economic Development Manager/Assistant City Administrator Brama stated in working with the City Attorney, they did revise the PA to give the City strength or positioning in case they did not want to be liable or exposed to damages from the buyer before they move forward with the second phase. They also include a provision regarding moving forward with Fire Station Two.

Member Williams asked what is the timeline for determining if the fire station will move forward.

Economic Development Manager/Assistant City Administrator Brama stated Fire Station Two will be reviewed by the City Council on Tuesday, January 13, 2015 and a contract could be awarded to a general contractor in March.

Member Williams asked if that changed the Planning Commissions review of Parcel A on the proposed design of those lots. If there is a possibility of not moving forward with the second phase of the acquisition, would there end up being two cul-de-sacs.

Development Services Manager Gladhill stated it does not change the preliminary plat for both phases and the final plat will come through with only Phase One lots. There will be two terminating streets and they will try to be flexible and creative in utilizing both parking lots as a temporary turn around provision. They have also talked about holding some sort of surety to construct a more permanent cul-de-sac if Phase Two did not occur or was delayed.

Chairperson Steffen asked if it was ever discussed not to sell the second phase at this time.

Economic Development Manager/Assistant City Administrator Brama stated that is an option but NIK does not want to do that. He stated there is a risk on both sides of that because if they delay this it is possible for NIK to come back at a later time with a lower purchase price so it is best to lock them in at the current price.

Member Skaff stated the driving force to build the new fire station is because they would have the dollars or have a PA for that property. He thought the timing of the fire station may be further down the road without the PA.

Chairperson Steffen did not think there would be a substantial amount of the money involved that would build the fire station so he did not think the City was relying on the cash from the sale of this property to build it.

Economic Development Manager/Assistant City Administrator Brama stated that was correct and would be supplemental.

Chairperson Steffen thought the first phase of the project will go well and the homes will sell quickly and if that happens, the price of the second piece of land will probably go up. He thought they either need more earnest money to guarantee that closing or they should consider selling one piece of land at a time.

Member LeTourneau thought that was a good point and wondered if they should go into a closed session and have a discussion for that.

Economic Development Manager/Assistant City Administrator Brama stated as long as they are talking about earnest money there is no need for a closed session. A closed session is to be used only for purchase price discussion and he did not feel the Board was at that point.

Chairperson Steffen asked what the preference of the group was.

Member Riley stated if they do not sell parcel two, they do not need a new fire station. He was not certain that was an EDA issue but a good question. He was not sure if they can approve or disapprove a purchase agreement before them.

Member LeTourneau did not think that Fire Station 2 came about because they were planning on selling this parcel of land. He thought they decided the current fire station was not adequate for the growth of the community and it was decided the City needed a second new fire station, which

would happen regardless and they would use the proceeds from the sale of this to supplement the cost of the fire station.

Member Hardin asked if the fire station is moving forward because it is needed or because of this project.

Member Riley stated there is a need that is being moved up because of the sale of the land.

Member LeTourneau disagreed and stated they need to look at the timeline and the things that have occurred in the last six to twelve months. He felt the Fire Station 2 project has been on a progressive track over the last six to twelve months and escalated in 2014. He indicated there is a cost to this and NIK has given the City an offer and they have structured what it is worth to them. He stated they could trade one for the other and if the City asks for more earnest money, he thought NIK may offer the City less money per acre and they would probably end up with the same deal in the end.

Chairperson Steffen indicated he would make the trade of less money and more earnest money.

Economic Development Manager/Assistant City Administrator Brama stated this could still be open for negotiation and he did not feel it would hurt to ask NIK for more earnest money and see what their response would be.

Member Riley stated if they are concerned about Phase Two, that is a \$326,000 purchase so \$5,000 is getting closer to their proposed policy. He thought a lot of the contingencies about not closing are on the City's end.

Motion by Member LeTourneau, seconded by Member Skaff, to recommend to City Council consider adopting the Purchase Agreement with NIK Management, Inc. with the flexibility of having staff continue to work with NIK to increase the earnest money aspect.

Further discussion: Member Riley stated they should also indicated that Option C with the cul-de-sac should be removed and also indicate the type of housing should be the same as what is on either side of this parcel. Development Services Manager Gladhill stated if they are comfortable with what is there their base zoning code will take care of that. If they start asking for that to be a little bit more, it might impact the price range because lots tend to change hands and if they do not deliver what was promised as part of the discussion residents may come back to the planners with their expectations. Chairperson Steffen asked if there was architectural language in the Purchase Agreement. Economic Development Manager/Assistant City Administrator Brama indicated there was not. Development Services Manager Gladhill stated he would prefer no language be included in the Purchase agreement.

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

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

Economic Development Manager/Assistant City Administrator Brama presented the staff report.

Chairperson Steffen stated as written earnest money becomes hard only if they request for an extension.

Economic Development Manager/Assistant City Administrator Brama indicated that was correct.

Member Riley indicated when he read the second paragraph, it looked like the earnest money would become hard upon a second extension so there would be one free extension. He wondered if CBRE had input on this.

Economic Development Manager/Assistant City Administrator Brama stated CBRE did review this policy and did provide a lot of recommendations in the policy. He stated the CBRE is motivated to close deals and would support some sort of hard money up front at some level but are very cautious of not going over the top because they are afraid it would scare away some deals.

Chairperson Steffen thought the word “second” could be removed from the paragraph.

The Board agreed.

Member Williams did not know if \$1,000 or \$1,500 is going to incent someone to close on a property and she thought it was on the low end for earnest money. She did not think it would kill a deal and she would support Councilmember Riley’s suggestion to keep a hard earnest money at the first request for due diligence extension because that is pretty standard and happens all of the time. She also suggested removing the second extension wording.

Member Hardin stated he was always concerned about putting too much detail into a policy because they need some flexibility. He stated every deal is different and the amount of earnest money needed per project is different and might depend on many different factors.

Member Riley asked if they wanted to change the earnest money amount in the policy because it was indicated it was low by a few members.

Economic Development Manager/Assistant City Administrator Brama stated CBRE along with his research indicated the earnest money could be anywhere from 1.5% to 3%.

Member Williams stated in her experience earnest money is an art not a science and it has a lot to do with who is holding the most risk and who is the most interested in seeing certain things happen. She stated they need to find a balance.

Member Hardin asked if they should remove the dollar amounts and have a blanket statement indicating the City will require earnest money contingent upon the size and scope of the project. He thought this would allow the City to be more flexible.

Member Riley stated he liked that idea. This would indicate there needed to be earnest money with direction given. He indicated they need to make sure that both sides have something so they need to be flexible but also protect their interests.

Economic Development Manager/Assistant City Administrator Brama summarized the changes that were made in the discussion indicating that the earnest money amount will be turned into a blanket statement with a range of two to three percent. He thought this will allow a greater strength in their negotiations.

4.04: Consider Forwarding the 2015 EDA Workplan to the City Council

Economic Development Manager/Assistant City Administrator Brama presented the staff report.

Motion by Member Steffen, seconded by Member Brunt, to recommend to City Council the EDA Workplan as outlined.

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

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

Development Services Manager Gladhill presented the staff report.

Member Riley asked for clarification as to why this item is before the EDA. He wondered if they do nothing, this entire area will get changed on the Comprehensive Plan and the City will never be able to do anything on it, if they would want to potentially do something in the area they would need to make a change.

Development Services Manager Gladhill reviewed what the Board needed to do if they wanted to potentially use the land in the future. He stated if they want that to be an industrial user sometime in the future the City needs to ask that the land use plan as presented today be changed to allow for that.

Member Riley thought it seemed this was identified in the past as a good potential use for an industrial user and that they would not want to accept that as not being allowed. He thought they would want to ask for the plan to be changed to allow a future user.

Member LeTourneau thought this would be a low priority business user site in their community.

Development Services Manager Gladhill indicated the window has started to close on this and action needs to be taken if the City wants the ability in the future to develop.

Economic Development Manager/Assistant City Administrator Brama talked about the quality of the site and indicated there is a lot of discussion and concern around the quality and conditions of the area. He noted this is a very desirable location for businesses.

Member LeTourneau stated this is not a high priority quantity wise but he disagreed on the quality. He stated he sat in on the EPB Board meeting and they talked about the quality of the site. He did bring forward to them explaining this site has all of the infrastructure but there is a lot of discussion and concern around the quality of the site as it relates to environmental issues because of the great unknown associated with what is going on with the decomposition of that land fill. There seems to be a real concern from the EPB's perspective in regards to any kind of issues moving forward.

Economic Development Manager/Assistant City Administrator Brama thought from a personal staff perspective, that is a perception issue.

Chairperson Steffen asked what the process was for trying to change this.

Development Services Manager Gladhill reviewed the process with the Board. He believed they needed to adopt a land use plan but thought there was room to negotiate the small parcel of land adjacent to the landfill.

Member Riley recommended the City should carve out the piece of land they want to use and bring that forward to the EPA.

Member Hardin agreed.

5. MEMBER / STAFF INPUT

The EDA reviewed the Staff Update.

5.01: Rum River Hills Joint Venture Request

Economic Development Manager/Assistant City Administrator Brama indicated Rum River Hills submitted a request for a joint venture agreement with the City. Staff reviewed the request which was in regards to a previous proposal Rum River Hills made. They are proposing relocating two of their golf holes across Hwy 47 and purchasing City owned land along with some other land and developing around 165 to 200 new housing units and expanding their golf services.

5.02: Board Changes

The Board discussed the New Year and the possible need to find another resident to be a member on the Board because Member Williams was now a Councilmember.

Economic Development Manager/Assistant City Administrator Brama indicated there can be more than two Councilmembers on the Board if the Board would like to keep all three Councilmembers.

Chairperson Steffen indicated the Board was meant to be an advisory to the Council and he felt that if there were more than two Councilmembers on the Board it would end up to be like the HRA was before them. He would prefer the majority to be residents. He indicated one Councilmember could be an alternate and come to the meetings if all three wanted to be at the meetings.

It was indicated the Mayor would make the decision on which of the three Councilmember will be placed on the EDA Board.

6. ADJOURNMENT

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

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

The regular meeting of the Economic Development Authority adjourned at 9:39 a.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Ted LaFrance
Economic Development Manager

Draft by Sue Osbeck
TimeSaver Off Site Secretarial, Inc.

Economic Development Authority (EDA)

4. 1.

Meeting Date: 02/05/2015

Submitted For: Patrick Brama,

By:

Nichole Wenberg, Administrative Services

Title:

2015 Annual EDA Business Expo

Purpose/Background:

Annually, the Ramsey EDA sponsors a Business Expo. The purpose of this event is to promote Ramsey's businesses (typically retail and service industries) to the community. Normally, this event draws 300-500 participants and 45-50 business exhibitors. Planning for this event has begun.

Purpose of Case: update EDA on coordination efforts and to take EDA direction on how to market this event.

Notification:

NA

Observations/Alternatives:

Below is a status update on a number of items related to this event:

- Venue: Fountains of Ramsey, working on negotiating the same price as last year (\$350)
- Equipment Rentals: tables, chairs, drapes (\$1,000) estimated
- Event Flyer & Registration: Created, see attached
- Registrations due Fri. April 3rd: Ramsey Business= \$35, Non-Ramsey Business= \$50, Electricity fee= \$5
- Preference will be given to Ramsey area retail, service, restaurant, and other industries. Craft/Merchant vendors and Non-Ramsey businesses will be placed on a waiting list and will be notified if their application was accepted by Tues. April 7th.
- Marketing:
 - Mailers, 9,000 qty, 2 weeks before event
 - Color, Half Page (\$2,500)
 - Mobile Sign Boards, Five (\$750)
 - PACT Charter, Color Full Page flyer, 1,800 qty, (\$350)
 - Ramsey Resident, Facebook, City's website (free)
- Exhibitor Registration Form: Created, see attached
 - Staff will be contacting past participating exhibitors
 - Staff will be personally contacting new businesses

Budget for this event is \$4,000. Considering items above (half page color mailers), expenditures will be \$4,950. Staff estimates revenues will be \$1,350. The difference between estimated costs and revenues would be \$3,600 (\$4,000 budgeted). Therefore, the EDA would have an estimated \$400 of budget remaining.

ALTERNATIVES:

Besides options below, this case is an update item. Therefore, Staff is only looking for general input/direction from the EDA. No specific direction is needed.

Options for use of remaining balance: (to create interest/ improve attendance)

- Additional advertisements in ABC Newspapers
- Raffle Prize
- Small door prize for first 100 guests
- kids attractions (depending on space available)
- food vendor (if allowable within venue)

Funding Source:

EDA Miscellaneous Operating Expenses, 9230.6249, \$4,000 balance

Recommendation:

Provide Staff with general input regarding the 2015 Business Expo planning efforts.

Action:

Provide Staff with general input regarding the 2015 Business Expo planning efforts.

Attachments

2015 Expo Flyer

2015 Expo Registration Packet

Business Expo Registration '10-'14

Form Review**Inbox**

Patrick Brama

Kurt Ulrich

Form Started By: Nichole Wenberg

Final Approval Date: 01/30/2015

Reviewed By

Patrick Brama

Kurt Ulrich

Date

01/30/2015 12:19 PM

01/30/2015 02:45 PM

Started On: 01/28/2015 10:48 AM

City of Ramsey Economic Development Authority (EDA) proudly presents

2015

City of
RAMSEY



BUSINESS EXPO

Saturday, April 18th, 2015 • 9:00 am to 2:00 pm

The Fountains of Ramsey
7533 Sunwood Drive NW, Ramsey

Family friendly fun! Join us for the annual Ramsey Business Expo and experience some of the businesses and services the City of Ramsey has to offer. Bring the whole family for an afternoon of fun giveaways. This event offers you a chance to learn about the products and services of **50 local businesses** including restaurants, professional services, retail, medical and much more!

HIGHLIGHTS

- Admission is FREE
- FREE Giveaways & Exciting Contests
- FREE Product Samples (featuring fine local restaurants!)
- Local Business COUPONS, DEALS & INFO

MORE INFORMATION

City of Ramsey website: www.cityoframsey.com/businessexpo
Nichole Wenberg, nwenberg@cityoframsey.com, 763-433-9831

DIRECTIONS

Armstrong Boulevard

Sapphire Street

Sunwood Drive NW

BUSINESS EXPO

The Fountains of Ramsey
7533 Sunwood Dr NW

Rhinestone Street

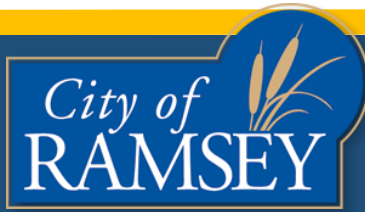
Veterans Drive

Highway 10

Ramsey Boulevard



2015 BUSINESS EXPO



Saturday, April 18th, 9:00 a.m. to 2:00 p.m. at The Fountains of Ramsey
7533 Sunwood Drive NW, Ramsey, MN 55303

Business/Organization Name: _____

Contact Person: _____

Address: _____

City, State, Zip, _____

Phone: _____ Work Home Cell

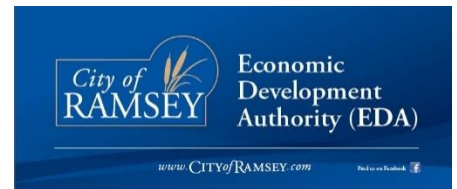
Email (required): _____

Product or Service for Distribution/Sale: _____

I plan to offer information, giveaways, samples, contest/activity, etc.: _____

Expo Stalls are 8' x 9' • See guidelines for food/drinks

Sponsor:



CHECK ALL THAT APPLY

- I have read and understand the EDA Business Expo guidelines.
- I have signed the Expo Waiver Agreement
- I plan to make sales at this event, and I have completed the attached ST-19 form.
- I am a Ramsey business (store front physically located in the City of Ramsey).
- I am a merchant or craft type vendor (independent consultant selling directly to customers)

NOTE: Preference will be given to non-merchant type vendors with store fronts located within the City of Ramsey.

Signature: _____ Date: _____

Send completed application and payment to:
City of Ramsey, Attn: Nichole Wenberg, 7550 Sunwood Drive NW, Ramsey, MN 55303

More information: www.cityoframsey.com/businessexpo or Nichole Wenberg 763-433-9831,
nwenberg@cityoframsey.com

EDA BUSINESS EXPO INFORMATION AND GUIDELINES

- The Ramsey EDA is the sponsor of the 2015 Ramsey Business EXPO.
- This event is an opportunity for residents and visitors to learn about products and services offered by participating businesses. It is also an opportunity for business-to-business networking.
- The EXPO will focus on Ramsey area retail, service, restaurant, and other industries.
- 300-600 patrons are expected to attend this event. Please feel free to invite your family and friends.
- Admission to the event is FREE!

- **APPLICATION PROCESS:**

- To reserve your spot, please complete the reservation form, enclose your registration fee and return it no later than **Friday, April 3, 2015**.
- Space is limited and is available on a first-come-basis. Preference will be given to non-merchant/non-craft type vendors with store fronts located in the City of Ramsey. Examples of merchant/craft type vendors include; Mary Kay, Jewelry Vendors, 31 Gifts, Scensty, Pampered Chef, etc.
- Merchant vendors and non-Ramsey businesses will be placed on a waiting list; and will be notified if their application was accepted by Tuesday, April 7, 2015.

- **BOOTH SPACE:**

- Exhibitors will be provided a 6 ft. by 30 inch table and two chairs for their 8 ft. X 9 ft. display area.
- Exhibitors are required to **bring their own display items, table coverings, give-away items, etc.**

If your display and/or activity includes liquids, or anything else that could stain or otherwise damage the carpet, please bring a floor covering to place underneath your exhibit area.

- **FOOD/DRINKS:**

- If you plan on selling or providing free food/drinks, please work with Anoka County to determine if a permit is required.

Contact:
Anoka County
Community Health & Environmental Services
763-422-7063

Temporary Food License Application: <http://www.anokacounty.us/DocumentCenter/Home/View/5896>
Anoka County Web: <http://www.anokacounty.us/1414/Food-Service-Establishments>

- **ELECTRICITY:** Electrical access will be available for those that have requested it on their application form. However, exhibitors should be prepared to **bring their own extension cord(s) and power strip**.
- **GIVEAWAYS/CONTESTS:** Exhibitors are highly encouraged, but not required, to offer product samples, coupons, giveaway items, games/activities and contests to create interest around this event and get people "in-the-door".
- **SET-UP:**
- Set-up of booths will be allowed on **Friday, April 17th from 5:00 - 7:00 p.m.** and **Saturday, April 18th from 7:00 - 9:00 a.m.** Doors will open to the public at 9:00 a.m. on Saturday, April 18th.
- Exhibitors should park in the parking lot on the north side of the building.

EDA BUSINESS EXPO WAIVER AGREEMENT

I, as a representative of the undersigned unit/organization, have agreed for our benefit to participate in the City of Ramsey EDA Business Exhibitions.

I/We understand that inherent in our participation is the risk of serious personal injury and property damage. I/We understand that the City of Ramsey will not provide us with a protection against such injury and damage, and I/We assume all risk of such injury and damage to myself, my customers, and all others under my direction and control, and to my property and all other property under my directions and control.

I/We, hereby, waive and release any claim we have and may have in the future against the City of Ramsey, the EDA Business Expo, Anoka County, and/or all employees/volunteers, for any personal injury, property damage or other damage that I/We may sustain whether or not caused in whole or in part by the negligence of such members which occurs during or as a result of our participation in the EDA Business Expos.

Organization: _____
(should reflect application)

Printed Name: _____
(should reflect application contact)

Signature: _____

Date: _____

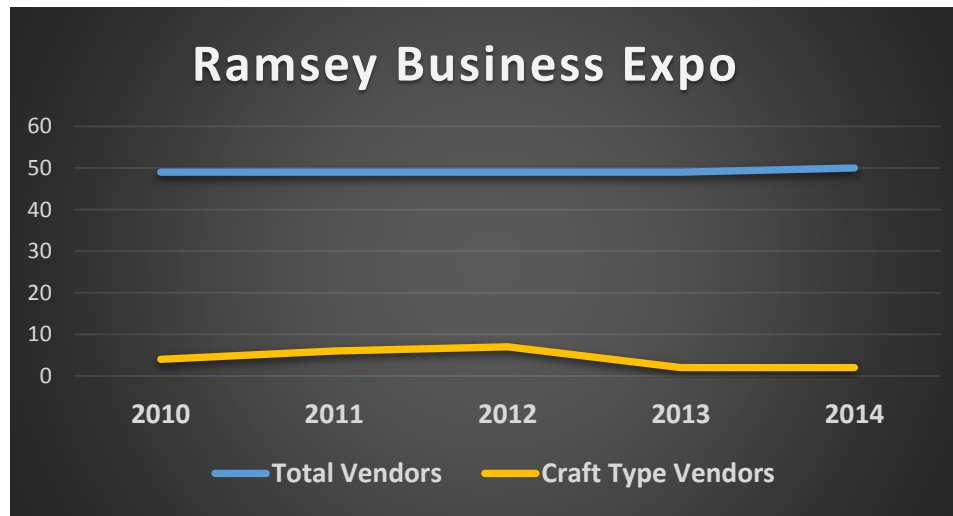
THIS AGREEMENT MUST BE SIGNED AND RETURNED WITH EXPO APPLICATION AND EXPO FEE BEFORE ANY INDIVIDUAL OR GROUP MAY PARTICIPATE IN THE CITY OF RAMSEY EDA BUSINESS EXPO.

Business Expo Registrations: 2010 - 2014

2014	2013	2012	2011
Oakwood Insurance Agency, Inc	The Chuba Company	Performance Plus Garage Door	1. Greater Midwest Realty
Comfort Suites	Oakwood Insurance Agency, Inc	Mary Kay Cosmetics	2. Herbalife Independent Distributor
Cornerstone Custom Const. & Concrete	Weikel Law Firm, PLLC	Air Comfort Htg & A/C	3. J L Custom Builders, LLC
Solid Ground Homes & Remodeling	Comfort Suites	Weikel & Boyd Law Firm, PLLC (Next to RR)	4. Tastefully Simple
Fairway Liquors	Wells Catering	Pampered Chef	5. Scentsy
American Family Insurance	Health & Healing Family Chiropractic	Your Computer Hero	6. Village Bank
Home Depot	Air Comfort Heating & A/C Inc.	Bolton & Menk	7. Weikel & Boyd Law Firm, PLLC
The Links at Northfork	Bolton & Menk	Health & Healing Family Chiro.	8. Health & Healing Family Chiropractic
Anoka County Commute Solutions	Cornerstone Custom Const. & Concrete	Scentsy	9. Acapulco Mexican Restaurante
Healthy Vibe	Solid Ground Homes & Remodeling	RM Golf Carts, Inc.	10. PSD, LLC
Village Bank	New Penn Financial LLC	Delicious Designs Bakeware	11. The COR
Verizon Wireless	Society	Wells Catering	12. Dave's Custom Digging
Tutor Doctor	Aflec	Ramsey Business Links	13. Parkplace Studio
Edward Jones	Gutter Helmet of Minnesota	Oakwood Insurance	14. Accent Precision Wood Products
Koru Fitness	Fairway Liquors	Ramsey Raceway	15. Oakwood Insurance Agency, Inc.
Acapulco Mexican Restaurant	American Family Insurance	Hollyhock Cottage Embroidery	16. Purpose Driven Restoration
Dave's Custom Digging	Thrivent Financial for Lutherans	Anderson Irrigation	17. Happy Days Committee
Performance Plus Garage Door, LLC	Anytime Fitness Ramsey	Metro Dental Childrens Denistry	18. Mary Kay Cosmetics
Border Lines Pavement Maintenance	Home Depot	Tastefully Simple	19. KDB Photography
Prevail Counseling Group	The Links at Northfork	Acapulco	20. Performance Plus Garage Door, LLC
The Game Fair	Anoka County Commute Solutions	Silpada Designs	21. Bolton & Menk, Inc.
The Residence at the COR	Health Vibe	Comfort Suites	22. Coborn's Ramsey
Polarizauto LLC	Village Bank	Dave's Custom Digging	23. Rum River Chiropractic
MetroNorth Chamber	Verizon Wireless	Gold Canyon Candles	24. Lia Sophia Jewelry
LaFrance Exteriors, Inc.	Tutor Doctor	Thru His Eyes Photo, LLC	25. Healing Therapeutic Services, LLC
US Bank	Willy McCoys	Gassman Fitness	26. Danner Cabinet Shop/Luxury Bath
Noble Roman's Take and Bake P'Za	Wells Fargo Home Mortgage	Thirty-One Gifts	27. Wells Catering
Anoka County License Bureau	Parkplace Studio	Matasky Insurance Broker	28. Premier Commercial Properties
My Exteriors, Inc.	M J Renovations	Aflac	29. Verison Wireless
City of Ramsey	Edward Jones	Schillmann Realty Inc.	30. Bertolas & Pekula, LLC
Happy Days	Koru Fitness	Trotbrook Financial	31. Northern's One Hour
Ramsey Foundation	Trott Brook Financial	Premier Designs, Inc.	32. Financial One Credit Union
Thirty-One Gifts	Acapulco Mexican Restaurant	Ramsey Rotary (Next to W&B)	33. Culligan of Anoka
Air Comfort Heating & AC, Inc.	Anoka Technical College	The COR	34. Lena's Tailoring
Main Motor Cadillac Chevrolet	Creative Kids Academy	Purpose Driven Restortion, LLC	35. Realty Executives
Computer Whatever	Thrive for Wellness	Fantastic Sams	36. Wildlife Research Center, Inc.
US Patio Systems	Dave's Custom Digging	Parkplace Studio Photography	37. Landmark Community Bank

2014	2013	2012	2011
Gassman Fitness	Performance Plus Garage Door, LLC	Matt's Plumbing Solutions	38. Spear's Landscape Inc.
American Cancer Society (Bark for Life of the An)	Nordick Seamless Gutters	Healing Therapeutic Services, LLC	39. Business Links
Norwex Independent Consultant	Border Lines Pavement Maintenance	One Hour Heating & Air Conditioning	40. Farm Bureau Financial Services
Rodan and Fields Dermatologists	Prevail Counseling Group	Anoka County License Center	41. Metro North Chamber of Commerce
Braven Music School	Twin Cities Dog Guard	Lindsay's Lawncare, Inc.	42. Dove Chocolate Discoveries
Cross of Hope Lutheran Church	The Game Fair	Ultimate Exteriors of MN	43. Anoka County License Center
KW Commercial NW	The Residence at the COR/City of Ramsey	Desired Health Chiropractic	44. Gassman Fitness
First Choice Medical	Happy Days	Armstrong Ranch Kennels/Game Fair	45. Jeff Brooks Agency
Wells Catering	NorthStar	Solid Ground Homes & Remodeling	46. Maclennan Computer Solutions, Inc
The Cleaning Authority	Ramsey Foundation	Midwest Wheels of Thunder	47. Nordick Seamless Gutters
Corrective Chiropractic Care	Thirty-One Gifts	Happy Days	48. Pampered Chef
Ramsey business links	MaryKay Cosmetics	Northstar Commuter Rail	49. Ramsey Foundation
Century Link			

Year	Total Vendors	Craft Type Vendors
2010	49	4
2011	49	6
2012	49	7
2013	49	2
2014	50	2



Economic Development Authority (EDA)

4. 2.

Meeting Date: 02/05/2015

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Title:

Review Future Business Park RFQ and Updates

Purpose/Background:

PURPOSE:

1. Review Results of Future Business Park RFQ for Professional Services
2. Review General Updates
3. Provide General Direction to Staff

BACKGROUND:

Attached to this case is background information on the (A) the future business park, (B) EDA direction related to the Future Business Park, and (C) the RFQ for professional services.

Purpose of RFQ:

The City of Ramsey is seeking quotes for the completion of a traffic impact study, feasibility report, and preliminary design layout of infrastructure improvements associated with the City's future business park. Improvements would be limited to (1) Bunker Lake Boulevard, between Armstrong Boulevard and Puma Street; and, (2) Puma Street, between Bunker Lake Boulevard and Alpine Drive; see Appendix of the attached RFQ for details.

Notification:

NA

Observations/Alternatives:

OUTSTANDING ITEMS

Before the City engages/executes the work outlined in the RFQ for professional services, staff would recommend the following outstanding items be completed:

- (1) Analyze effect of nearby train tracks on potential business park users. Identify who the "target market" is for the City's future business park. Will our target market conflict with the nearby train tracks? Will our target market have a demand for the proposed new future business park (i.e. confirm this location is market relevant)?

This work is currently being completed by the City's economic development consultant, Mike Mulrooney. Staff expects results to be available at the March EDA meeting.

- (2) Are the two major benefiting property owners willing to share in the cost of the traffic impact study, feasibility report, and preliminary design layout of infrastructure improvements? If yes, should a formal agreement be in place before ordering this work?

Staff is working with the City Attorney to develop a draft agreement. Staff expects to have a document completed by the March EDA meeting. Staff will share the draft agreement with benefiting property owners by next meeting. Staff expects a cost-share model in which the City would "front" the cost of this work and would be repaid via future land proceeds from benefiting property owners. The City would likely pay for 40%-65% of costs (TBD). Staff would recommend use of our EDA Revolving Loan Fund or EDA Fund.

RFQ RESPONSES:

The City received responses from four firms:

- (1) SEH \$65,747
- (2) WSB \$59,598
- (3) Bolton & Menk \$38,860
- (4) Hakanson Anderson \$34,200

All responses were reviewed by staff and the City Engineer. All responses match the needs of the City's RFQ; and staff believes all firms have the ability to produce the quality work-product the City of Ramsey is seeking. Based on price, staff chose to eliminate SEH and WSB. Follow up interviews were conducted with Bolton & Menk and Hakanson Anderson. Both interviews went well. Both firms were well represented and are both are clearly capable to provide the quality services Ramsey desires.

Funding Source:

Staff would recommend use of our EDA Revolving Loan Fund or EDA Fund. Attached to this case is the EDA dashboard.

Recommendation:

Provide general comments and feedback re the RFQ responses; and the "outstanding items" discussed in this case.

The EDA will not asked to make a decision on ordering the traffic impact study, feasibility report, and preliminary design layout of infrastructure improvements until the March meeting. However, Staff is requesting EDA approval to eliminate one of the two remaining firms from this process. This will provide clarity as we move forward with the process. Below is staff's recommendation.

Bolton & Menk

- *Competitive Pricing (\$38,860)
- *Well done RFQ response. Good interview. Great follow up and questions throughout process.
- *Very good understanding of project, the City of Ramsey, and various interconnected plans and studies.
- *Solid base of background/foundation knowledge.
- *Professionals that will manage the project have good resumes; and previous experiences with City.
- *Shown a very strong desire to get this project and deliver great customer service.

- *What is unique about the Bolton & Menk proposal?
 - level/detail of background research completed for RFQ
 - level/detail of understanding of various related plans and studies
 - level of interest and passion behind pursuing this project
 - company in-house expertise in specialized areas (including traffic)
 - company size (provides ability for several "niche" experts to become involved)

Action:

Please see "Staff Recommendation" section.

Attachments

- RFQ Response (Bolton and Menk)
- RFQ Response (Hakanson Anderson)
- RFQ
- Background (Future Business Park)

Background (EDA Direction)

Background (RFQ)

Form Review

Inbox

Bruce Westby

Kurt Ulrich

Patrick Brama

Form Started By: Patrick Brama

Final Approval Date: 02/02/2015

Reviewed By

Bruce Westby

Kurt Ulrich

Patrick Brama

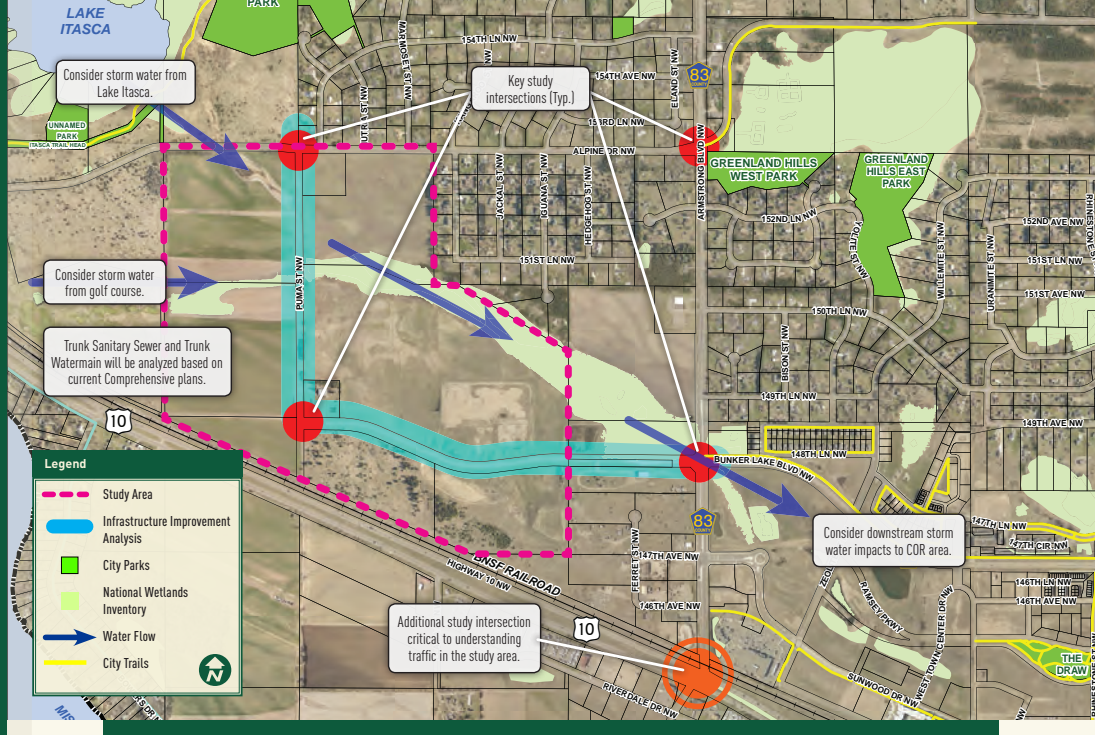
Date

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02/02/2015 03:41 PM

Started On: 01/29/2015 09:45 AM



Proposal for

Future Business Park RFQ

City of Ramsey, MN



January 5, 2015

Submitted by:

7533 Sunwood Drive NW, Suite 206
 Ramsey, MN 55303
 P: 763-433-2851
 F: 763-427-0833

Contacts:

Kevin F. Bittner, P.E.
 Principal Engineer/Ramsey
 Office Manager
 (612) 270-6926

Kevin P. Kielb, P.E.
 Senior Project Manager
 (651) 968-7760



BOLTON & MENK, INC.®

Consulting Engineers & Surveyors

7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

January 5, 2015

Mr. Patrick Brama
Economic Development Manager
City of Ramsey
7550 Sunwood Drive NW
Ramsey, Minnesota 55303

RE: Request for Quotes
Future Business Park

Dear Mr. Brama:

We appreciated the opportunity to discuss the Future Business Park with you and Bruce. Our proposal was prepared based on our conversations, the written Request for Quotes, and our understanding of the City of Ramsey and the opportunities this area has to offer. As you review our proposal, we hope you find:

Our Team has experience in Ramsey as well as the capabilities required to complete the project. **Kevin Bittner** and **Chris Chromy** are Principals in our firm and will lend their experience and knowledge of the area to the project team. Each will serve in a QA/QC role, with little to no time charged to the City. **Kevin Kielb** (Municipal) and **Bryan Nemeth** (Traffic) will lead and guide the majority of the work effort, with support from **Ross Tillman** and **Jason Cook**. Each has played a role in recent projects completed in Ramsey and each understands the importance of this project for future City growth.

Our Recent Experience in the area will be a benefit to moving the project forward. Recent experienced gained in the last year include the TH 10 Study, Mississippi River Trail projects, assistance with Riverdale Drive storm water analyses, and assistance with the Local Road Improvement Program funding application. We understand the City's needs and have a unique insight into traffic patterns and future growth opportunities in Ramsey.

Our Commitment to you is as both a consultant and a neighbor. We are across the street and are readily available to meet and discuss issues as they arise. Additionally, we have a vested interest in seeing Ramsey continue to grow in an effective and responsible manner.

Respectfully submitted,

Bolton & Menk, Inc.

Kevin F. Bittner, P.E.
Principal Engineer/Ramsey Office Manager
(612) 270-6926

Kevin P. Kielb, P.E.
Senior Project Manager
(651) 968-7760

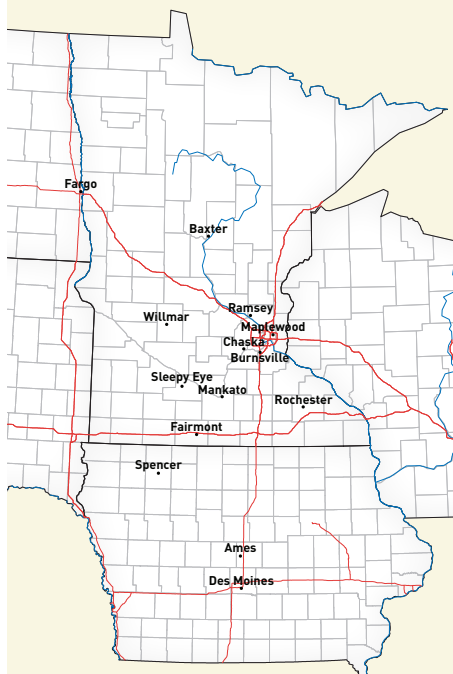


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Firm Background



At Bolton & Menk, Inc. our staff is trained to consider new and innovative technologies in designing, planning and building for tomorrow. Ever since John Bolton and Martin Menk founded the company over six decades ago, we have been committed to improving quality of life through engineering excellence and client service. Today, Bolton & Menk, Inc. has over 325 employees including a professional staff of over 125 engineers, planners, landscape architects and surveyors.

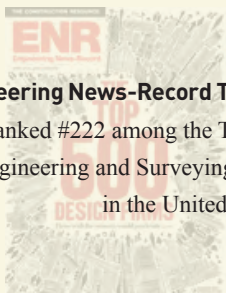
In serving cities of all sizes for more than 65 years, we have become experts in providing essential community services such as reconstruction, expansion and maintenance of public infrastructure. As city needs have grown more complex and diversified, we have added corresponding specialized expertise in many service areas.

Beyond our technical experience and engineering skills, our ability to serve cities is also based on management and product delivery strategies we have developed over time:

- Learning and adapting to each city's standards and processes
- Early definition of the project, goals and expectations
- Staff retention that provides our clients with consistent & familiar staffing
- Proactive communication with city staff, stakeholders and the public
- Following through on all aspects of project delivery, start to finish

Engineering News-Record Top 500

Ranked #222 among the Top 500 Engineering and Surveying Firms in the United States.



Services Provided:

Civil and Municipal Engineering
Water and Wastewater Engineering
Traffic and Transportation Engineering
Aviation Planning and Engineering
Water Resources Engineering
Environmental Review Services
Landscape Architecture Services
Surveying and Mapping

Bolton & Menk's success with municipalities is grounded not only in these technical and managerial approaches, but also in a commitment to customer service and client satisfaction. We realize that our clients can choose from a number of municipal consultants. Consequently, we must continually strive to not only be a reliable technical resource, but also a responsive partner with the ability to listen to and understand the unique needs of each city, resulting in a truly collaborative and successful relationship.

Bolton & Menk has completed numerous projects in Ramsey, including traffic related analyses, storm sewer analyses and feasibility studies in and around the study area. We will use this knowledge as we work to complete the current study. More detailed explanations of our project understanding, experience and proposed staffing is presented in the subsequent pages of this proposal.



Project Understanding

The City of Ramsey continues to see growth as the area eases its way out of the recent recession. As growth continues to occur in and around the COR area, the City is seeing pressure to prepare new areas for development. The City is currently considering the large area west of Armstrong Boulevard, east of Puma Street, north of T.H. 10 and south of Alpine Drive. To help understand the improvements required for the area, the City has requested for proposals for preparation of the following documents:

- Traffic Impact Study
- Feasibility Report
- Preliminary Design Layout

Consideration will be given to phasing strategies for implementation of the improvements. Additional information related to our understanding of required services is included in our Scope of Services section of this proposal.

Schedule

The project is on a fast paced schedule, with Award to the successful consultant at the latter part of January and completion of all services by the end of March. An outline for our proposed schedule for the improvements follows. Refinements are anticipated based on City staff availability for meetings.

Notice to Proceed	January 21, 2015 (Day after City Council Meeting)
Kick Off Meeting	January 22nd (or as soon as possible after Notice)
Begin Traffic Counts and Data Collection	January 22nd
Update Meeting	February 19th
TIS and Feasibility Report to City	February 28th
Update Meeting	March 19th
All Deliverables to City	March 28th

Jurisdictional Authority/Approvals/Permits

As the project moves from the planning stages to design and construction, permits will be required from various agencies. Understanding and planning for requirements associated with obtaining permits and approvals at this time will be critical to the ultimate success of the process. The City may want to consider involving agencies such as Anoka County as a planning partner during the course of the study. The following agencies will be permitting entities for considered improvements:

- Minnesota Pollution Control Agency: NPDES Storm Water Permit
- Minnesota Pollution Control Agency: Sanitary Sewer Extension Permit
- Minnesota Department of Health (MDH): Watermain Extension and Dewatering

Project Understanding

- Anoka County: Work in Right of Way
- Lower Rum River Watershed Management Organization: Storm Water

Recent Improvements

Bolton & Menk assisted the City of Ramsey with a feasibility study related to improvements in the area in 2010 and 2011. The street and utility improvements completed at that time included:

- Extension of sanitary sewer along the west side of Armstrong Boulevard from just north of Sunwood Drive to Bunker Lake Boulevard,
- Extension of watermain from the east side of Armstrong Boulevard to the west side of Bunker Lake Boulevard,
- Extension of sanitary sewer and watermain in newly platted Bunker Lake Boulevard right-of-way,
- Development of a storm sewer system to service the street and right-of-way requirements,
- Extension of Bunker Lake Boulevard roadway,
- Paving of Puma Street, and
- Extension of a bituminous trail along Puma Street from Bunker Lake Boulevard to Alpine Drive.

All of the improvements completed at that time were consistent with the City's Comprehensive Plans.

Combining Previous and Future Improvements

Significant consideration and planning was completed prior to completion of the improvements constructed in 2011. Understanding that process will be critical to analyzing future improvements. A description of past improvements, and a discussion of anticipated future improvements is described below. The study area is depicted on Figure 1 at the back of this section.

Street and Trail Improvements

Bunker Lake Boulevard

The previous improvements provided a two-lane roadway from Armstrong Boulevard to Puma Street. The roadway was designed to allow for future widening and expansion as development and other potential transportation improvements surrounding the area increased traffic on this roadway. It is anticipated that ultimate expansion of Bunker Lake Boulevard to two lanes in each direction with center turn lane will be required with future development along Bunker Lake Boulevard.

The Comprehensive Plan indicates that projected traffic on this roadway could be 11,000 ADT if the street is part of a future Mississippi River crossing. Without being part of a River crossing, the Comprehensive Plan provides 20-year projections of 5,000 ADT.

The roadway was located within the right-of-way to provide future flexibility in roadway expansion with minimal modifications to what will be constructed.

Project Understanding

As a portion of this project, we will analyze roadway capacities and determine the best solution for expanding the roadway.

Puma Street

Puma Street received only minimal improvements, being widened from 18 feet width to 24 feet and paved with 2 inches of bituminous over 6 inches of aggregate base. In the future, a more significant upgrade to the roadway will be required.

Previously, a 32 foot wide street with curb and gutter with full base and pavement improvement was suggested. We will analyze needs for this roadway segment.

Bituminous Trails

A 10-foot wide bituminous trail along the north side of the Bunker Lake Boulevard from Armstrong Boulevard to Puma Street and on the west side of Puma Street from Bunker to Alpine Drive was constructed previously.

Needs for additional trails in and around the project area will be reviewed.

Intersections

Bunker Lake Boulevard and Armstrong Boulevard was reconstructed to include turn lanes and signalization. This is one of four intersections requiring analysis per the Request for Proposals. All of the locations to be studied include the intersections directly affected by the study area:

- CSAH 83 (Armstrong Boulevard) at CSAH 116 (Bunker Lake Boulevard)
- CSAH 83 (Armstrong Boulevard) at Alpine Drive NW
- Alpine Drive NW at Bunker Lake Boulevard
- Alpine Drive NW at Puma Street NW

Because two of the roadways involved in the analysis are under Anoka County jurisdiction, County involvement will be required during the analysis.

Intersection capacities and needs (turn lanes, intersection control requirements, etc.) will be evaluated as a portion of the project.

Sanitary Sewer Improvements

Sanitary sewer was extended north along the west side of Armstrong Boulevard from 146th Avenue/Sunwood Drive NW to Bunker Lake Boulevard, a distance of 1,430 feet. To meet the Comprehensive Sanitary Sewer Plan and serve additional areas beyond the study area, a 21-inch sewer main was required. It was intended to extend the 21-inch trunk sewer further to the north an additional to service Fire Station No. 1 and the proposed future location of the water treatment plant.

Project Understanding



In accordance with the Comprehensive Plan, an 18-inch sanitary sewer was be extended westward in Bunker Lake Boulevard a distance of approximately 2,750 feet. This line will provide service to the study area, as well as future development that may occur on the south side of Bunker Lake Boulevard, and could be further extended in accordance with the Comprehensive Plan.

The image to the left (from the City’s 2012 Comprehensive Sanitary sewer Study) depicts 18-inch trunk sanitary sewer extended to west of Armstrong Boulevard through the study area.

Water Distribution and Supply Improvements

Watermain was extended across Armstrong Boulevard from the main on the east side of Armstrong. From there, the watermain was further extended westward in Bunker Lake Boulevard, a distance of approximately 2,750 feet.



It was then planned to extend this trunk watermain west to Puma Street and north to Alpine Drive via Puma Street to provide future looping and provide water to unserved areas and future developments. Loops within the development will then be utilized to promote reliability and functional flexibility as well as promoting fresh water moving throughout the system.

It was previously determined that the elevated storage for the City of Ramsey is adequate to provide fire flow to the study area. The distribution system was also found to be adequate to move the water from the City’s three towers to the study area.

Additional Consideration:

The right-of-way of Bunker Lake Boulevard could be utilized for a future route of a 30-inch raw watermain from a future intake on the Mississippi River to the proposed site of the water treatment plant, just south of Fire Station No. 1. Because the exact location of the intake and raw watermain alignment had not yet been determined, no provisions were made during the previous improvements. This future watermain corridor should be evaluated with the current analysis.

The image to the left (from the City’s 2012 Comprehensive Water System Study) depicts trunk water facilities extended to west of Armstrong Boulevard through the study area.

Storm Water Management

Drainage for the study area is essentially sheet flow to the center of the site to existing wetlands, and then easterly through the wetlands and through a culvert under Armstrong Boulevard.

Our understanding is that a storm sewer system was installed in Bunker Lake Boulevard to manage the storm water runoff within the right-of-way. We anticipate that this included considerations for the future widening and extension of Bunker Lake Boulevard as well.

Project Understanding

Storm water retention ponds will be required to control the runoff from the study area in accordance with the City's Surface Water Management Plan requirements. We will work with the City to determine storm sewer piping and ponding needs for the entire area, including both public and private land areas.

Right-of-Way Requirements

We will analyze all improvement area for Right of Way and easement requirements. While it is anticipated that most of the improvements will be development driven, and Right of Way secured through the platting process, understanding and documenting the needs will be critical. The City can then provide that documentation to developers as they begin to consider options within the study area.

Phased Improvements

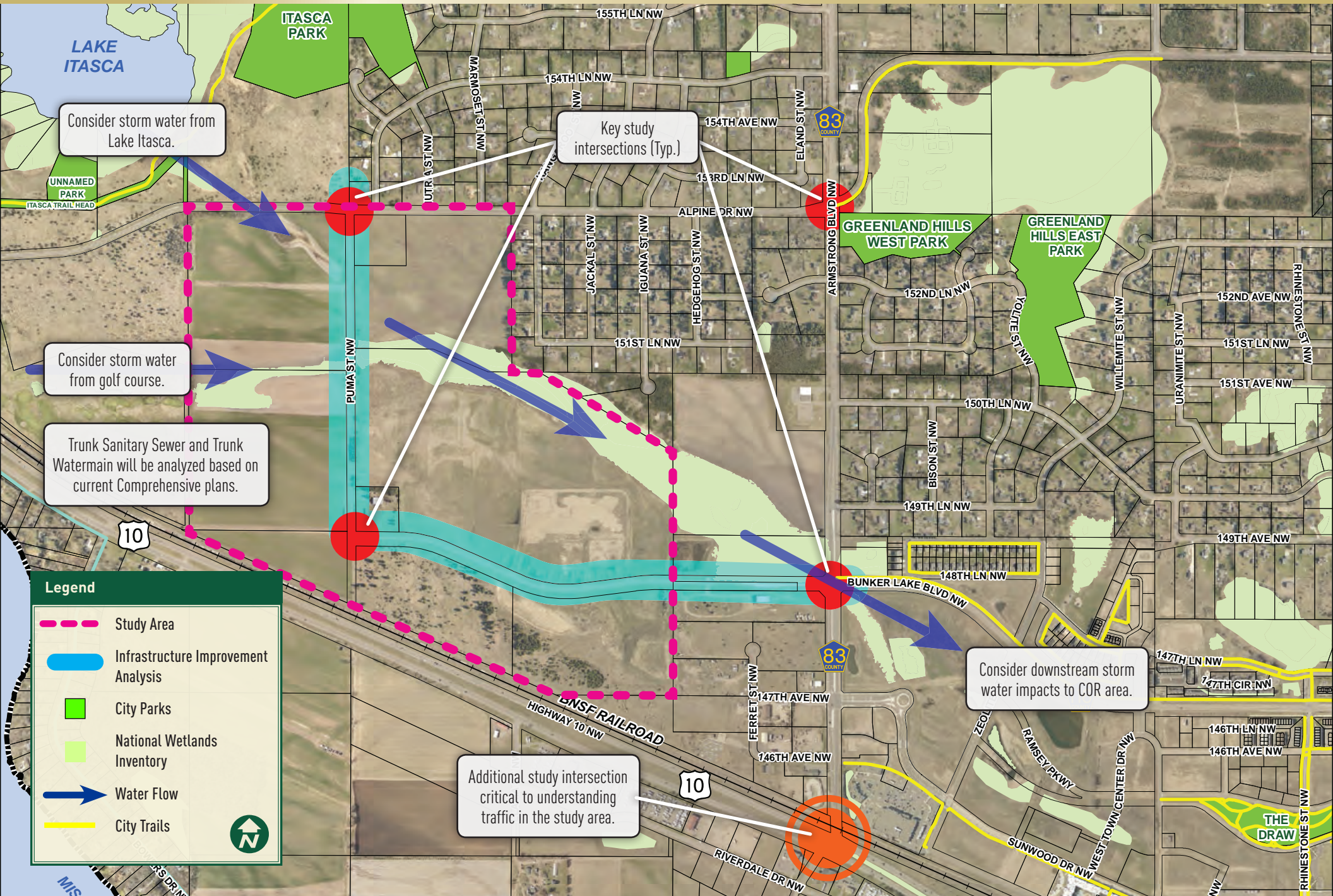
While there is a general understanding of the improvements required to ultimately serve the area, sequencing of the improvements will need to be considered. We will work with the City to develop useable information to allow for the consideration of phased improvements. This could include widening Bunker Lake Boulevard as the next phase of improvements, while Puma Street improvements could occur in future phases. Costs for each phase will be developed to allow for the City to plan for the sequenced implementation of the improvements.

Regional Storm Water Management Plan

While requested as an additional service item in the Request for Quotes, we recommend proceeding with the regional storm water analysis at this time. With Lake Itasca and the golf course located immediately west of the study area, there is limited space available in the upstream end of the watershed. Immediately downstream lies the COR area of Ramsey. Any improvements to this area will need to consider not only site drainage, but conveyance, storage and maintenance of storm water on a more regional basis.

In 2010, Botlon & Menk assisted the City in developing a Surface Water Management Plan (SWMP), Wetland Management Plan, and associated regional stormwater modeling. The regional modeling included subcatchment runoff, surface storage volume, culvert crossing and storm sewer, and overland flow routing calculations through the Lake Itasca watershed and the future business/residential park. The City can rely on our extensive knowledge of the local drainage patterns and wetland system to develop stormwater management concepts that function organically as development occurs.

Future Business Park RFQ



Consider storm water from Lake Itasca.

Consider storm water from golf course.

Trunk Sanitary Sewer and Trunk Watermain will be analyzed based on current Comprehensive plans.

Key study intersections (Typ.)

Consider downstream storm water impacts to COR area.

Additional study intersection critical to understanding traffic in the study area.

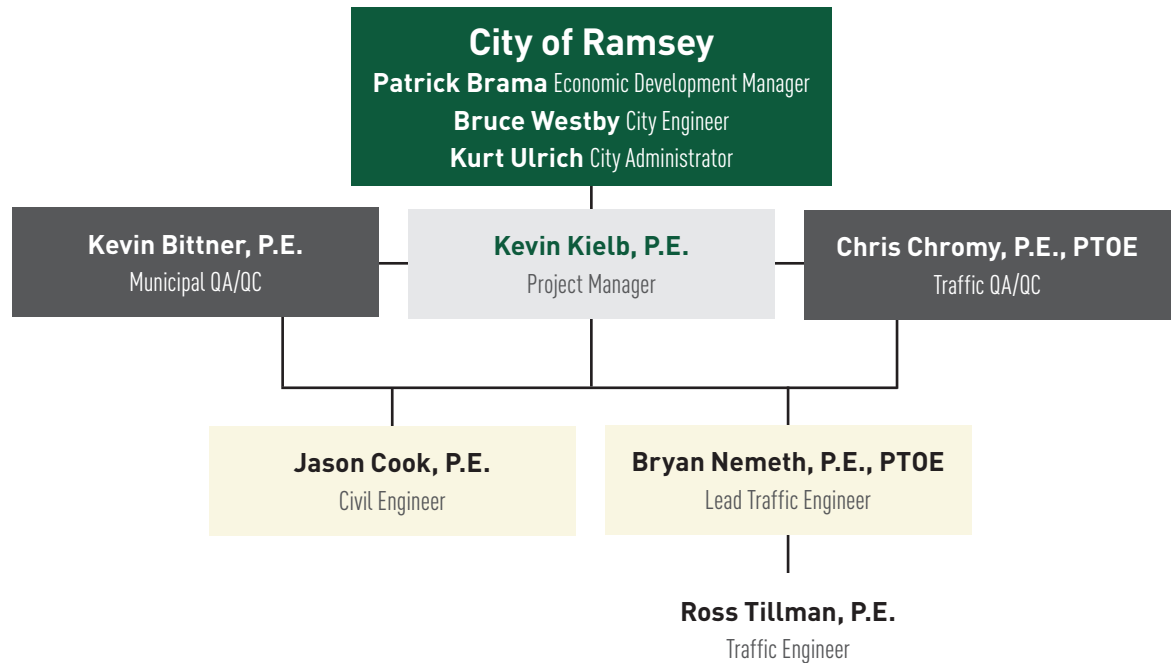
Legend

- - - Study Area
- Infrastructure Improvement Analysis
- City Parks
- National Wetlands Inventory
- ➔ Water Flow
- City Trails



Key Personnel

The following is a summary of the proposed key personnel and their roles and responsibilities for this project. Detailed resumes for the key personnel can be provided upon request.



Kevin Kielb, P.E. will serve as the Project Manager and will provide a review of all documents. He will oversee quality assurance throughout the project process and be responsible for committing sufficient personnel and resources to accomplish the project work plan within the time frame defined. He will work closely with the project manager to ensure the study goals are met, provide study review, and will be critical in making sure the City’s needs are met.

Kevin Bittner, P.E. and Chris Chromy, P.E., PTOE will serve in QA/QC roles for the project. Kevin is the Ramsey Office Manager and Chris is the Transportation Group Manager. Kevin has extensive knowledge of this area through previous studies completed in 2010 and 2011, while Chris’s involvement in the recent T.H. 10 Study will provide insights into future corridor growth that could impact the study area.

Bryan Nemeth, P.E., PTOE will serve as the Lead Traffic Engineer. Bryan has worked on numerous projects that have required traffic modeling, forecasting, safety, and operations/capacity analysis. He has experience in completing traffic studies for cities throughout the region, from small scale residential developments, to high-rise commercial/residential towers, schools, and large scale big-box retailers. He is currently working with MnDOT on developing a training program for analysis of unsignalized pedestrian crossings. His proactive approach and open communication with the team, client, and stakeholders, will be a key to successful delivery of the traffic study.

Key Personnel



Ross Tillman, P.E. will assist Bryan in completing the analysis efforts. He is experienced in traffic forecasting using multiple methodologies including ITE trip generation manuals and the Metropolitan Council Model. He is also well versed in ITE trip generation and traffic operations and simulation analysis using Synchro, SimTraffic, CORSIM, VISTRO, and VISSIM, along with HCS. He will be involved in the analysis, developing recommendations and writing the formal report. He has completed traffic studies for cities, counties, and MnDOT. He will also direct field data collection efforts that will be essential in evaluating existing conditions and correctly calibrating models.



Jason Cook, P.E. will assist Kevin Kielb in preparation of the Feasibility Report. Mr. Cook is a Project Engineer with experience in municipal engineering. Since beginning his career in 2004, he has gained a wide range of experience in project administration from conception through construction. His background includes development and design of municipal reconstruction projects, including street construction, sanitary sewer systems, water distribution systems, storm water collection systems and pedestrian facility construction. His administrative duties have included preliminary engineering reports, preliminary and final design cost estimates, attendance at city council meetings, bidding assistance and construction administration. In addition, Mr. Cook has assisted in training young E.I.T.'s on proper construction observation skills and is an expert in water system modeling.



Similar Work Experience

Bolton & Menk has a long history working with the City of Ramsey and also working with communities on projects similar to the Future Business Park area. Projects we have completed within Ramsey include:

- 1.5 MG Elevated Water Tower, City of Ramsey, Minnesota
- 167th Avenue Improvements, City of Ramsey, Minnesota
- Armstrong Boulevard Trail Improvements, City of Ramsey, Minnesota
- Comprehensive Sanitary Sewer and Water Plans, City of Ramsey, Minnesota
- Comprehensive Sanitary Sewer Planning and Construction, City of Ramsey, Minnesota
- Comprehensive Transportation Plan, City of Ramsey, Minnesota
- Comprehensive Water System Study, City of Ramsey, Minnesota
- Environmental Assessment Worksheet (EAW) for the Ramsey Crossings Commercial Development, City of Ramsey, Minnesota
- Environmental Assessment Worksheet for Pulte Homes Development, City of Ramsey, Minnesota
- Environmental Assessment Worksheets (EAW) for the Oakwood Development and Marigold Pond, City of Ramsey, Minnesota
- Marigold Pond EAW, City of Ramsey, Minnesota
- Mississippi Trunk Sanitary Sewer Extension EAW, City of Ramsey, Minnesota
- Northwest Water and Sewer Expansion, City of Ramsey, Minnesota
- Project 'Delta', City of Ramsey, Minnesota
- Ramsey Boulevard, City of Ramsey, Minnesota
- Section 106 Reviews, City of Ramsey, Minnesota
- Surface Water Management Plan, City of Ramsey, Minnesota
- Surface Water Treatment Pilot Project, City of Ramsey, Minnesota
- Town Center Development, City of Ramsey, Minnesota
- Traffic Impact Studies, City of Ramsey, Minnesota
- Trunk Sanitary Sewer Extension, City of Ramsey, Minnesota
- Water Resources Management Plans in Rapidly Growing Metropolitan Areas, Cities of Ramsey (2007), Belle Plaine (2006), Elko (2005), Norwood Young America (2004), Watertown (2004), Jordan (2003)
- Water System Study, City of Ramsey, Minnesota
- Well No. 6 and Raw Watermain Extension, City of Ramsey, Minnesota
- Wells No. 7 & 8, Raw Watermain Extension, Wellhouse No. 4, City of Ramsey, Minnesota

The following pages provide a listing of projects similar in scope to the current Request for Quotes.

Similar Work Experience

Business Park, City of Annandale

Mark Casey now serves as the City Administrator for the City of St. Anthony Village

The City of Annandale's existing Business Park had reached its capacity resulting in the need for expansion. The Annandale City Council identified property for the proposed expansion and turned to Bolton & Menk, Inc. their City Engineer to prepare the legal descriptions necessary for the property acquisition. After the property had been acquired, Bolton & Menk prepared preliminary and final plats for the property. As the property was being platted, Bolton & Menk completed a Preliminary Engineering Report for the project. Through that process, Bolton & Menk identified the potential to provide City utilities to the Business Park Expansion area while allowing for the future development of 200 acres of adjacent City property. Through the process, the City of Annandale was able to serve the immediate needs of the Business Park expansion area while planning for the future development of their existing property. Bolton & Menk's planning resulted in reduced capital and maintenance costs for the City into the future.

Bolton & Menk, Inc. completed grading, drainage, erosion control, storm water pollution prevention, and utility construction plans for the project and managed the construction through completion. The project included the design and construction of approximately 1,500 feet of bituminous roadway with concrete curb and gutter. The utilities designed and constructed consisted of 12-inch diameter watermain, hydrants, and 6-inch industrial services, 8-inch diameter sanitary sewer mainline with 6-inch service laterals, and 12-inch to 27-inch diameter storm sewer with 12-inch and 15-inch services.

Marketplace East Industrial Park, City of Big Lake

Scott Johnson now serves as the City Administrator for the City of Medina

A developer approached the City Council regarding the construction of a private Industrial Park and requested a 429 Financing Agreement. Given the City's financial stake in the project, Bolton & Menk, (the City Engineer) was directed to prepare the plans, specifications, and bidding documents and manage the construction of the project through completion.



The project consisted of the design and construction of approximately 2,400 feet of bituminous roadway with concrete curb and gutter and sidewalk. The utilities designed and constructed consisted of 12-inch diameter watermain, hydrants, and 8-inch industrial services, 10-inch to 12-inch diameter sanitary sewer mainline with 6-inch industrial service laterals, and 12-inch to 33-inch diameter storm sewer with 12-inch industrial services.

Upon completion of the project, approximately 100 acres had access to City utilities for development. In addition to preparing the construction documents and managing the project, Bolton & Menk, Inc. also prepared assessment rolls and assisted City staff with the assessment process.

Similar Work Experience

Industrial Park Expansion, City of Big Lake

Scott Johnson now serves as the City Administrator for the City of Medina

The City of Big Lake Economic Development Authority was interested in expanding their existing Industrial Park and identified 40 acres adjacent to their park as the expansion area. Bolton & Menk, Inc. prepared legal descriptions required for the purchase of the property as well as preliminary and final plat documents. Bolton & Menk prepared a Preliminary Engineering Report for the approval of the Economic Development Authority and City Council. When the property was purchased, a homestead with a house and outbuildings existed on the property. During the design of the project, Bolton & Menk, Inc. developed a plan and obtained all necessary regulatory permits for the removal of the existing structures, well, and septic system in accordance with all permit requirements.

Bolton & Menk, Inc. completed grading, drainage, erosion control, storm water pollution prevention, and utility construction plans for the project and managed the construction through completion. Since a wetland existed on the site, Bolton & Menk obtained all necessary MnDNR and wetland permits and incorporated the protection of the wetland into the project's storm water management plan. Prior to the design of the project, no users were identified for the Industrial Park. Bolton & Menk researched the City's Zoning Ordinance and worked closely with City Planning Staff to determine maximum impervious surface areas so that the Park's regional storm water pond could be designed to accommodate all potential users which maximized the saleable property area.

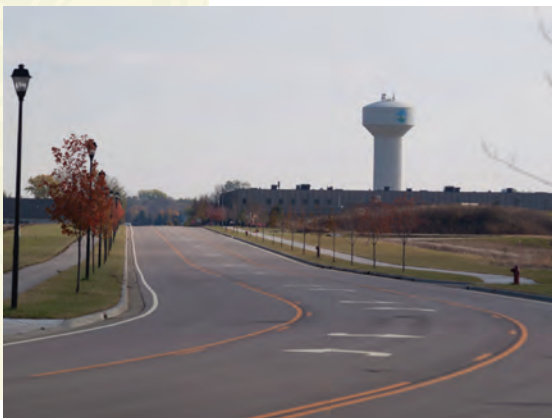
The project included the design and construction of approximately 1,800 feet of bituminous roadway with concrete curb and gutter. The utilities were designed and constructed consisted of 12-inch diameter watermain, hydrants, and 6-inch industrial services, 10-inch to 15-inch diameter sanitary sewer mainline with 6-inch industrial service laterals, and 12-inch to 33-inch diameter storm sewer with 15-inch industrial services.

Tacoma West Industrial Park, City of Norwood Young America

Bolton & Menk prepared plans and specifications for a new 60-acre Industrial Park in the City of Norwood Young America. The project included construction of a 21" trunk sanitary sewer and construction of a new regional lift station and 12" forcemain to the City's Wastewater Treatment Facility. The project was successfully bid at \$2,900,000.

Northport Industrial Park, City of North Mankato

As North Mankato's City Engineer for over 50 years, Bolton & Menk has been involved with all phases of the City's Northport Industrial Park. The latest expansion, completed in 2012, involved the construction of City streets and utilities as well as a County State Aid Highway (CSAH) and new interchange to facilitate the development of an additional 228-acres in the industrial park. The joint City/County project included the extension of Nicollet CSAH 41 to connect with the newly constructed TH 14/CSAH 41 interchange, as well as the extension of City streets Carlson Drive and Howard Drive. CSAH 41 was completed as a concrete paved roadway, while Carlson Drive and Howard Drive were completed as bituminous roadways.



Similar Work Experience

In addition to the roadway construction, the project included the extension of trunk sanitary sewer and watermain to service the industrial lots, as well as the construction of a regional storm water detention pond. The project also involved the construction of a large 17-acre wetland bank.

Funding for the project included ATP Federal Aid grants, County State Aid funding, Municipal State Aid funding, City local option sales tax funds, utility enterprise funds, special assessments, and local City and County funds. The project was completed for a cost of \$8.5 million, not including the interchange construction.

Industrial Park, City of Dawson

Bolton & Menk is assisting the City of Dawson, Minnesota with a critical infrastructure project to support current and future growth of the ag-processing cluster currently located in the industrial park. The services Bolton & Menk is providing include coordination with Federal EDA and Minnesota DEED; completing all required Federal EDA engineering reports; conducting preliminary design meetings with the City of Dawson funding agencies and all agencies required to oversee the successful completion of the project; prepare and submit applications, plans and reports to all agencies; attended a mandatory conference with Federal EDA staff along with supporting agencies; attendance at all meetings required to procure approvals; provide revisions to existing drawings as required; provide all inspections full and part-time including site visits by professional engineers; completing preliminary plans and cost estimates; completing final plans, specifications and cost estimates; secure required state and local approvals; completing proposed contract documents for bidding; provide surveillance of project construction to assure compliance with plans, specifications and contract documents.

The proposed project consists of improving the infrastructure in the 40 acre existing industrial park and developing a 65 acre industrial park on the east side of CSAH 37. The infrastructure improvements in the existing 40 acre industrial park include grading and finishing two existing gravel roads with curb and gutter, bituminous and storm sewers. In addition to the road improvements, a storm water treatment and rate control for the additional impervious area in west industrial park. The development of the east 65 acres consists of the installation of sanitary sewer collection utilities, industrial waste collection system, water utilities, bituminous roads, curb and gutter, storm sewer conveyance systems and a storm water pond for treatment and rate control.

Both the existing and new industrial park roads will also be illuminated. The project is proposed to be funded through a Federal EDA grant in the amount of \$1,189,500 and a \$500,000 Minnesota DEED grant. The remaining financing will be through the City and private investments.

Waterview Business Park, City of Willmar

Mel Odens now serves as MnDOT State Aid Engineer for D8

The Waterview Business Park in Willmar, Minnesota was approximately an 85-acre site that was graded for commercial retail lots. It consists of about 1.2 miles of paved road surface, 2.2 miles of B624 curb and gutter, 6,542 linear feet of sanitary sewer, 5,973 linear feet of ductile iron pipe watermain, and 7,202 linear feet of concrete storm sewer pipe. The site utilities were installed from October 2006 to August of 2007.

Street work was completed from May of 2007 to June 2008.



Similar Work Experience

Torgerson Industrial Park, City of Jackson

Bolton & Menk, Inc. assisted the City of Jackson and the Jackson Economic Development Corporation (JEDC) in the development of a new industrial and commercial park on the north side of the City. Bolton & Menk evaluated various sites in and near the City to determine feasibility and potential costs of development. Upon selection of a site, we provided master planning of the site to include street, utility and lot layout, as well as drainage evaluation.



The City of Jackson and the JEDC undertook the development of Phase I of the Torgerson Industrial Park in 2006. The improvement project consisted of approximately 1900 feet of street, utility, and drainage improvements. A storm water retention basin was developed for the site to meet federal, state, and local storm water runoff requirements, as well as to provide additional runoff rate control to downstream properties. The City utilized a state infrastructure grant program that provided fifty percent matching funds for the project. Improvements were completed in 2006, with paving of the new road completed in 2007.

Industrial Park Improvements, City of Howard Lake

Kelly Hinnenkamp now serves as the City Administrator for the City of Annandale

Bolton & Menk, Inc. was responsible for the development of a 20-acre industrial park for the City of Howard Lake, Minnesota. Services provided include the design of a storm water collection and storm water treatment system, comprehensive site grading plan, underground utilities, streets and turning and bypass lane construction on Trunk Highway 12. The project also included improvements to the City's trunk sanitary sewer collection and trunk water distribution systems to service the new 20-acre industrial park. The storm sewer system that was installed was designed to handle the total impervious surfaces of the completed industrial park. The project was completed by the City through a 429 process, as petitioned by the group of local developers. The project was completed at a construction cost of \$615,000.

Industrial Park Improvement Project, City of Marshall

Bolton & Menk, Inc. was responsible for the development of a 45-acre industrial park for the City of Marshall, Minnesota. Services provided include the design of a storm water collection and ponding system, comprehensive site grading plan, underground utilities, streets and sidewalks. The project also included improvements to the City's trunk sanitary sewer collections system, and trunk water distribution system, along with the development of a storm sewer outfall for future developments in the vicinity of the new industrial park.

Similar Work Experience

Eastwood Energy Industrial Park, City of Mankato



Bolton & Menk was selected by the City of Mankato to provide a low impact design for a new “Green by Design” 40-acre industrial park. The objective was to implement numerous innovative ideas including bioretention basins, bioswales and native prairie seedings to ultimately reduce the impact of development on the surrounding environment and waterways. Additionally, Bolton & Menk concentrated on an adjacent trail system along with trails and walkways throughout the park. The designs of these alternative transportation routes

were completed at narrower widths to reduce pavement throughout the park. The City plans to implement “green elements and ordinances” such as increased set-backs and less pavement to encourage sustainable design.





Scope of Services

Bolton & Menk, Inc. has prepared our Scope of Services based on our understanding of the City's expected needs at this time as described in the Request for Quotes. Our Scope is divided into three primary categories:

- Traffic Impact Study
- Feasibility Report
- Preliminary Design Layout

While these three items result in identifiable final deliverables, preparation of each item will require interactions, adjustments and refinements with each of the other study components. For instance, the Traffic Impact Study will guide intersection requirements to be used in preparation of the Preliminary Design Layout, which is then used in the Feasibility Report phase to develop improvement costs. As such, while each task is presented individually below, all three tasks will be occurring simultaneously to achieve the final results.

The base of the entire process will be associated with the findings of the Traffic Impact Study. The results will largely drive the roadway requirements needed for the area.

We anticipate that the Traffic Impact Study and Preliminary Design Layout will ultimately be included as appendices to the feasibility Report to allow the City to have one consolidated document resulting from this project.

Traffic Impact Study

Task 1: Trip Generation

Task 1.1: Data Collection

Task 1.1A Existing Data

Bolton & Menk will request existing information from the City, County, State, and the Metropolitan Council as needed for the study. This includes:

- Data regarding anticipated site uses, including land use, size, site orientation, and other data as required to properly estimate traffic characteristics for the site,
- Recent existing traffic counts completed in the area including daily and peak hour volumes,
- Existing and proposed infrastructure improvements including roadway and intersection improvements,
- Copies of previous planning and environmental studies,
- Forecasts of future traffic volumes,
- Historic traffic growth rates,

Scope of Services

- Crash records and summaries, and
- Intersection signal design layouts and signal timing data for signalized intersections.

We understand that a portion of the above items will be completed by Bolton & Menk staff while preparing the Feasibility Report portion of the analysis. Where information is not readily available, data will be collected or assumptions made based upon the ITE Trip Generation Manual and other industry accepted sources.

Task 1.1B Analyze Existing Data and Collect Data

Bolton & Menk will analyze existing data including traffic counts and geometrics. A field visit will be completed to verify the intersection geometry and traffic control, as well as include a visual check to identify hot spot locations, traffic operations, and congestion. The information used in the study to develop recommendations will be summarized.

Traffic counts to be used in the analysis will be collected at the following intersections:

- TH 10/169 at CSAH 83 (Armstrong Boulevard),
- CSAH 83 (Armstrong Boulevard) at CSAH 116 (Bunker Lake Boulevard)
- CSAH 83 (Armstrong Boulevard) at Alpine Drive NW
- Alpine Drive NW at Bunker Lake Boulevard
- Alpine Drive NW at Puma Street NW

The locations to be studied include the intersections directly affected by development of the study area and also an intersection (TH 10/169 at CSAH 83) that influences access to the entire area.

Peak Hour Turning Movement Counts will be collected for the AM peak period (generally 6:30-8:30) and the Afternoon/PM peak period (generally 2:30-6:30). The exact hours of collection will be determined after discussions with the City, County, and State.

Task 1.2: Development Traffic (Trip Generation and Distribution)

The trip generation rate for the study area will be calculated using ITE Trip Generation Manual methodology. The distribution of the trips into and out of the study area to the roadway network will be based on the existing trip distribution and future forecasts trip distribution as available from planning models.

We understand that there is the potential for phased construction as the area develops. Trip rates will be developed at year of phase 1 of development, phase 2 of development, and at year 2040 or 20 years after build out of the property (i.e. 20 years after phase 2 complete). These trips will be input onto the existing roadway network.

Task 1.3: Traffic Forecasts

Task 1.3A No-Build Traffic Forecasts

Bolton & Menk will develop the “No-Build” traffic volumes at the specified counted intersections and critical roadways for the roadway network assuming an increase in background traffic. This background traffic growth will be determined using historical growth rates, school growth projections, and future 2040 traffic projections.

Scope of Services

Future turning movement volumes for the peak hours from the ADT forecasts will be determined using appropriate planning software and methodology.

Task 1.3B Build Traffic Forecasts

Bolton & Menk will add the “No-Build” traffic volumes to the study area traffic volumes to develop the “Build” traffic volumes for the roadway network.

Task 2: Future Geometric and Intersection Control Needs

This portion of the analysis will form a tie between the Traffic Impact Study and the Feasibility Report. Our analysis will provide the information required to complete the Preliminary Design Layout to be used for cost estimating, phasing, and impacts as the Feasibility Report is being prepared.

Task 2.1: Additional Build Traffic Forecasts

Bolton & Menk will develop Build traffic volumes within the study area west of Armstrong Boulevard and internal to the study area for the proposed roadway network based on the trip generation numbers developed.

Task 2.2: Existing Conditions

The existing roadway network and intersection traffic counts will be evaluated using Synchro analysis software. The program will evaluate the operations of the existing intersections through a delay and capacity analysis at a Highway Capacity Manual level of detail. This will be compared against the existing conditions at the time of the previous study to assess the difference in the future analysis baseline year conditions.

Task 2.3: Traffic Operations Analysis

Task 2.3A No-Build Traffic Conditions

The No-Build peak hour traffic will be input onto the existing roadway network to determine the baseline traffic conditions for the area. Planned roadway, intersection, and traffic control changes will be taken into account as needed for each analysis year. The capacity of the intersections being studied will be determined through the use of Highway Capacity Manual (HCM) procedures in Synchro.

Task 2.3B Build Traffic Conditions

The Build peak hour total volumes will be onto the existing roadway network with planned roadway, intersection, and traffic control changes as needed for each analysis year. The capacity of the intersections being studied will be determined through the use of Highway Capacity Manual (HCM) procedures in Synchro.

Task 2.4: Traffic Mitigation Analysis

All intersections showing a LOS D or worse will be analyzed for traffic and roadway improvements that are necessary to bring the intersection back to a LOS D for both the No-Build and Build conditions. A list of recommended on-site and off-site improvements required to mitigate the projected traffic congestion or safety issues attributed to the study area will be identified for comparison to the “before” conditions.

Scope of Services

The improvements recommended will be identified to handle the forecasted traffic of each analysis year. Improvements will be recommended to increase safety and capacity and may include changes in intersection control, lane capacity, or signal timing for each of the intersections. The improvement alternatives will be evaluated using Highway Capacity Manual techniques in Synchro.

Task 2.5: Study Report

A study report will be prepared to summarize the process used to develop the anticipated trips, the process used to develop the findings, and recommendations for improvements. The study report will also document implementation strategies necessary to achieve the vision.

- a) Eight (8) copies of the draft report documenting analytical procedures, results and recommendations will be submitted to the City of Ramsey, Anoka County, Mn/DOT, and appropriate agencies for review.
- b) The draft report will be updated and revised in accordance with comments and discussions with the reviewing agencies and prepare/distribute eight (8) copies of the final report.

Feasibility Report

Task 1: Data Gathering and Review

Task 1.1: Review Existing Plans, Studies, and Geotechnical Information

We will prepare a base plan with consideration given to existing record or as-built plans. The base map will be built from existing data and record drawings, with no field survey anticipated. The base plan will be utilized for preparation of the Preliminary Design Layout.

Task 1.1A: Review of Documents

Bolton & Menk will review record and as-built plans, studies and geotechnical information provided by City Staff and incorporate the findings in the base plan.

Task 1.1B: Preparation of Base Plan

Electronic base plan in AutoCAD Civil3D 2014 file format and printed drawings for use in discussion at project coordination meetings with City Staff.

Task 2: Feasibility Report

We will produce a Feasibility Report documenting the findings of preliminary design tasks. Objectives of the report are to meet the requirements of the MN Chapter 429 Special Assessment Process and document issues in need of attention during final design. At a minimum, the following key components will be considered:

- Roadway
- Sidewalks
- Trails
- Storm Water Management

Scope of Services

- Street Lighting
- Trunk Water Service
- Trunk Sanitary Sewer Service

Additionally, the report will account for the following items, which could have an impact on overall project costs:

- Private Utilities
- State Aid Design and Approval Requirements
- Anoka County Design Requirements

Task 2.1: Feasibility Report Preparation

The Feasibility Report will include the following:

- Written discussion of preliminary design findings.
- Compilation of preliminary plans developed under separate tasks.
- Development of preliminary cost estimates based on estimated quantities from the preliminary layouts and unit prices from bids received for similar projects.
- Development a preliminary assessment roll based on the preliminary estimated project costs and the direction of the City Engineer’s interpretation and application of the City’s Assessment Policy.
- Discussion of permit requirements.
- Discussion of the project schedule.
- Discussion of potential phasing of improvements.

The final document will be provided to the City for review and comment. Adjustments to the document will be made based upon comments received and a final version will be provided to the City in hard copy and electronically in PDF format.

Preliminary Design Layout

Task 1: Preliminary Design

Using the base map, results from the Traffic Impact Study and results from additional analysis, we will prepare a Preliminary Layout of desired improvements.

Preparation of the Preliminary Design Layout will be performed in coordination with City staff. Major design components of this subtask include the following:

- Preliminary design of the roadway alignment, width, and typical section. We understand the roadway alignment will generally match the existing alignment, unless otherwise indicated by City staff.
- Preliminary layout of curb.
- Preliminary layout (plan view) of water and sanitary sewer trunk facility improvements, including preliminary pipe sizes.
- Preliminary layout of storm water management strategies, including pond locations.

Scope of Services

We anticipate that the Preliminary Design Layout will include a series of drawings depicting stages of construction/implementation. The Preliminary Design Layout will be included as an attachment to the Feasibility Study.

Additional Services

Task 1: Storm Water Management Analysis and Plan

Base Services

The Feasibility Report provided as a part of the base services will include stormwater management concepts that provide a road map that will guide development phasing, including the associated costs for the localized study area. During the feasibility stage, drainage areas will be developed to site localized and regional facilities and to determine trunk storm sewer sizing. Preliminary pond and infrastructure sizing are important at this stage to ensure that stormwater management decisions are technically informed and guidance documents are accurate and sustainable. In turn, Preliminary Design Layouts are developed simultaneously, thereby expediting future construction plan production.

Expanded Regional Analysis

Development of regional stormwater management in the study area will ultimately include:

- Flood control and water quality components to meet local, state, and federal guidelines.
- Integration of water resource features that provide an aesthetic function and promote development.
- A set of tools to help the City make informed decisions regarding the construction of stormwater infrastructure as development phases occur and how to best utilize the plan to provide incentives for development.
- Congruency amongst MS4 permit requirements, City-defined water quality goals and protection of the adjacent water resources.
- An updated regional hydraulic model that is seamless integrated into the current SWMP models to maintain the living nature of the plan.
- Protection and possibly mitigation of all impacted wetlands.

Regional facilities will be located to best suit anticipated development patterns. We will collaborate closely with the City to assemble strategies for assessing developers in a manner that incentivizes development.



Conflict of Interest and Good Standing

In providing engineering services to many municipalities and other public agencies in the Upper Midwest, Bolton & Menk, Inc. occasionally must address competing interests between our public clients. Bolton & Menk has normally been able to ethically and successfully represent the overlapping interests of its public clients by providing internal staff separation for the work performed. Prior to accepting competing public project assignments, it is Bolton & Menk standard policy to notify the City and the other public agency requesting services that a potential conflict may exist. We will then make appropriate arrangements, such as re-assignment, to prevent any actual conflict of interest. At the present time, we deem that there are no actual or perceived conflicts of interest with the proposed project.

Bolton & Menk, Inc. hereby commits that we are currently in compliance and good standing with Federal, State, County and local units of government. We are currently designated as a Business Corporation (Domestic), Active and In Good Standing with the Secretary of State of Minnesota. Federal Tax ID: 41-0832249. State Tax ID: 8323511.



Fee Schedule

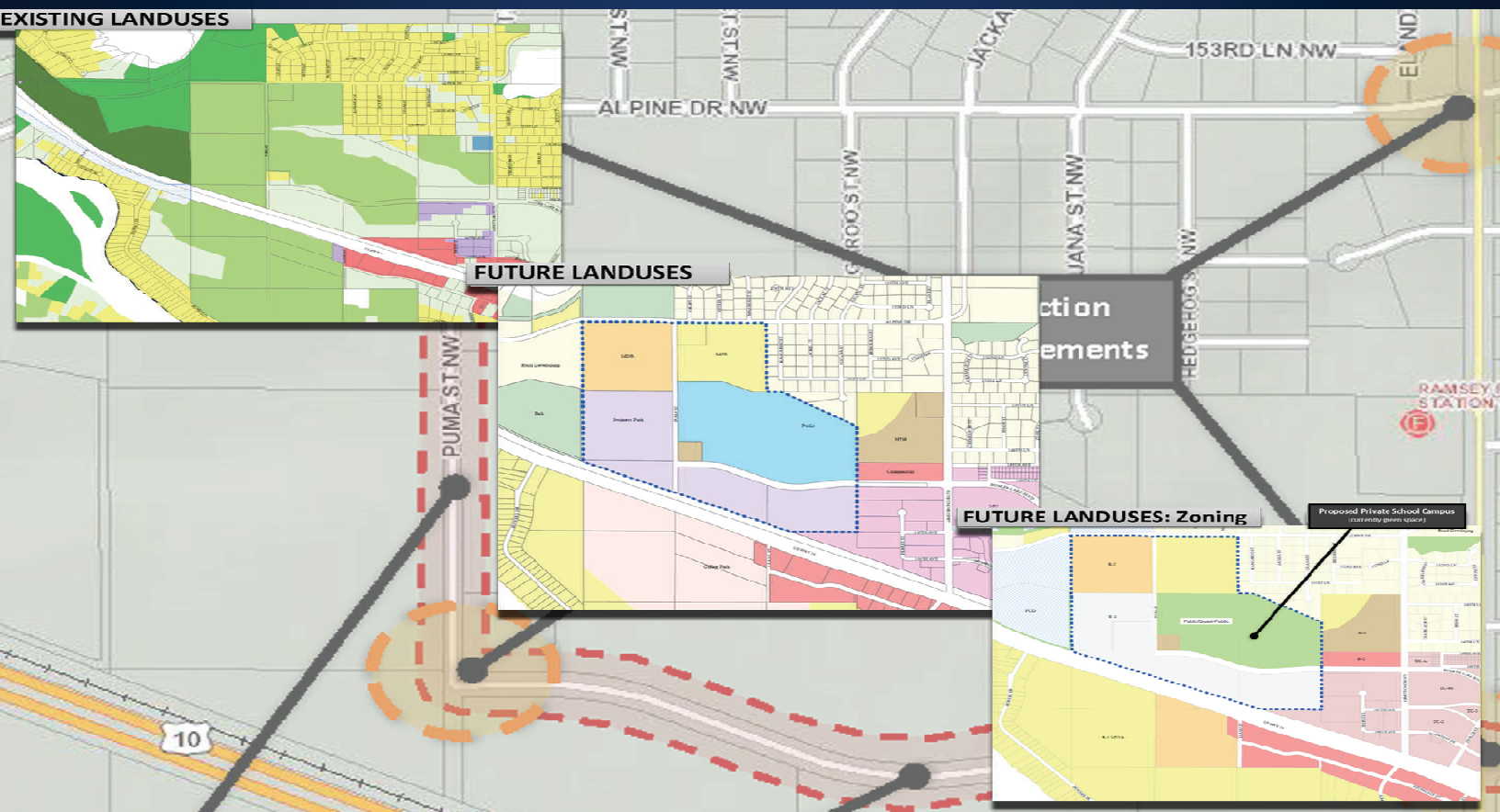
Bolton & Menk, Inc.'s proposed costs for the work summarized within this proposal have been detailed in the table below.

Task	Hours	Fee
Traffic Impact Study		
1.0 Trip Generation	60	\$6,990
2.0 Future Geometric and Intersection Control Needs	72	\$8,390
Feasibility Report		
1.0 Data Gathering and Review	24	\$2,500
2.0 Feasibility Report	58	\$6,800
Preliminary Design Layout		
1.0 Preliminary Design	82	\$8,560
Total Base Project Fees	346	\$33,240
Additional Services		
1.0 Regional Storm Water Management	50	\$5,620
Additional Services Fee		\$5,620

Charges are based on hours spent at hourly rates in effect for the individuals performing the work. These rates include labor, general business and other normal and customary expenses associated with operating a professional business.

Employee Classification	Hourly Billing Rates
Sr. Principal Engineer/Surveyor	\$170-240/Hour
Sr. Project Manager - Principal Engineer/Surveyor	\$127-180
Senior Transportation/Aviation Planner	\$125-170
Project Manager (Inc. Landscape Architect)	\$106-165
Project/Design Engineer/Planner/Landscape Architect	\$52-165
Licensed Surveyor	\$66-140
Project Surveyor	\$82-120
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$47-130
Senior Technician (Inc. Survey ¹)	\$72-165
Technician (Inc. Survey ¹)	\$33-130
Administrative Support & Clerical	\$29-110
Structural/Electrical/Mechanical/Architect	\$120-215
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CITY OF RAMSEY BUNKER LAKE BOULEVARD AND PUMA STREET



January 5, 2015

Main Office:
3601 Thurston Avenue
Anoka, MN 55303
Ph: (763) 427-5860
Fax: (763) 427-0520

Contact: Shane M. Nelson
shanen@haa-inc.com
Ph: (763) 852-0479

Prepared by:



January 5, 2014

Patrick Brama
Economic Development Manager
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

RE: Proposal for Engineering Services
Future Business Park RFQ
City of Ramsey

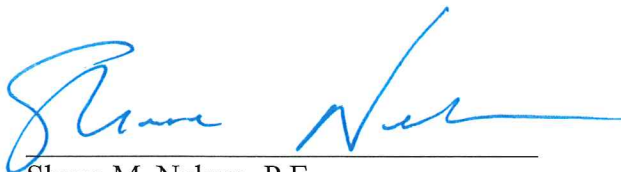
Dear Mr. Brama:

We have carefully selected a dedicated team that will provide the best combination of experience and flexibility available to accomplish your project goals and objectives. This team of energetic professionals are qualified and well suited to successfully accomplish the engineering services and continually meet your expectations.

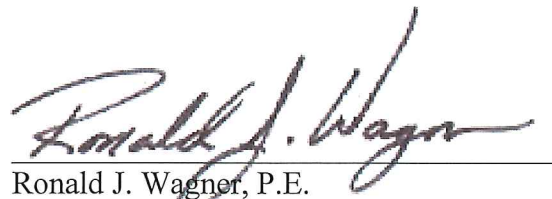
Municipal engineering is what we do and we do it well. Our experienced team will provide leadership and efficient delivery of engineering services for this project that are second to none.

Once again, we appreciate the opportunity in providing you with our Proposal for Professional Engineering Services for the Future Business Park. If you have any questions or need additional information please contact me at 763-852-0479 or Ron Wagner at 763-852-0478.

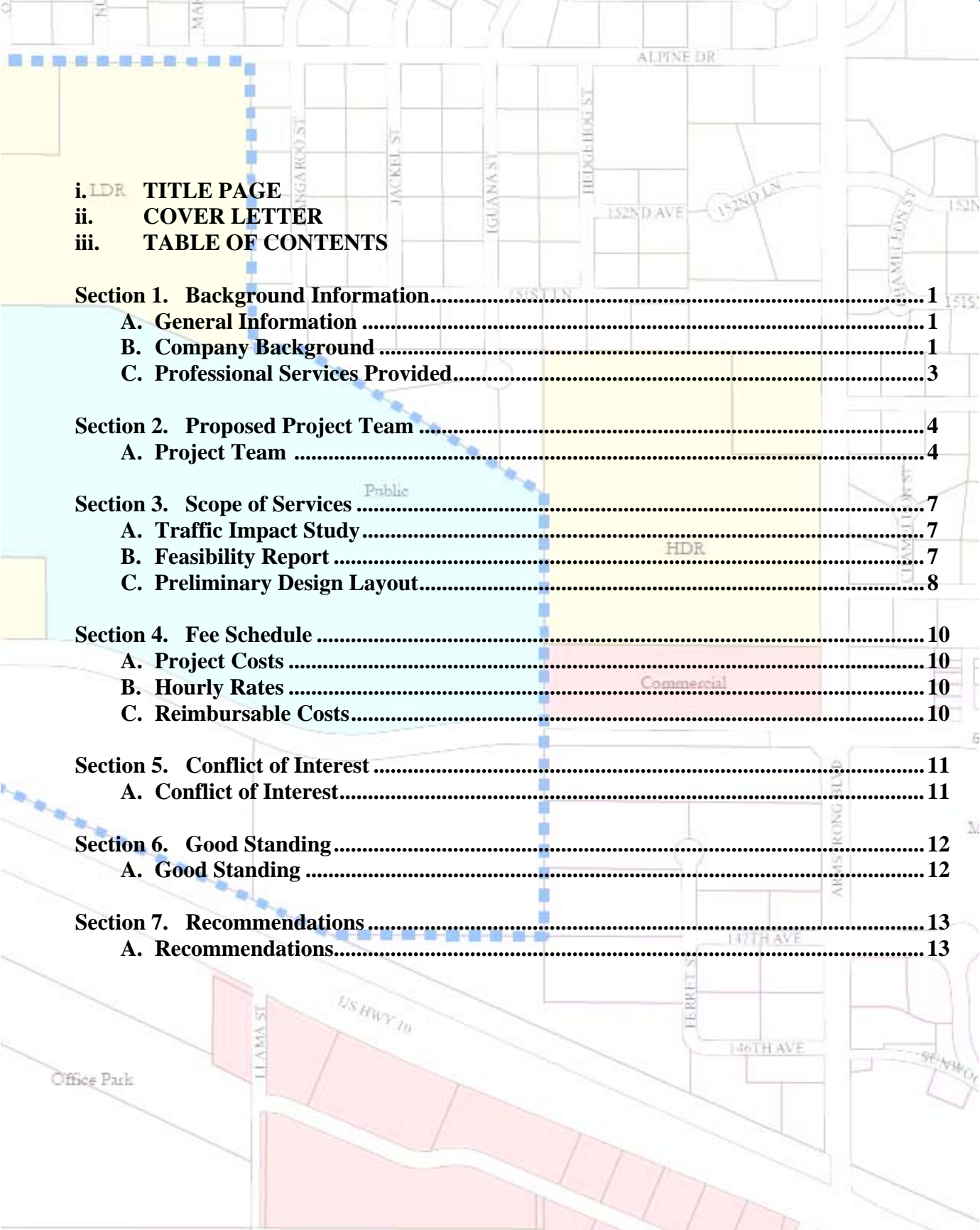
Sincerely,
Hakanson Anderson



Shane M. Nelson, P.E.
Vice President/Project Manager



Ronald J. Wagner, P.E.
CEO/Planning Specialist

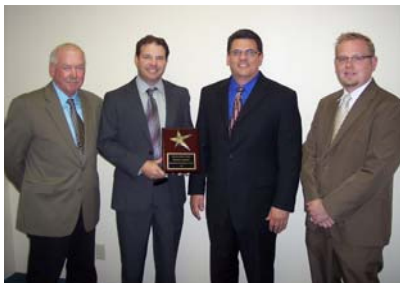


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*Hakanson Anderson
Anoka, Minnesota*

*... meeting client needs
and expectations by
providing the finest
professional service for
a fair and reasonable
cost.*



**Anoka Area Chamber 2012
Business of the Year**



A. General Information

Mission Statement:

Hakanson Anderson is a Civil and Municipal Engineering and Land Surveying firm, whose purpose is to meet client needs and expectations by providing the finest professional service for a fair and reasonable cost.

Company Founded: 1975

Proposed Contact: Shane M. Nelson, P.E.

E-mail Address: shanen@haa-inc.com

Web Address: www.haa-inc.com

Office Location: 3601 Thurston Avenue
Anoka, MN 55303

Office Phone Number: 763-427-5860

Direct Phone Number: 763-852-0479

Fax Number: 763-427-0520

Whom We Serve: Municipal Engineering

B. Company Background

Hakanson Anderson is a client-centered practice that provides professional consulting services in the areas of civil engineering traffic/transportation, municipal engineering and land surveying. We have provided these services to clients in the metropolitan area and many outstate communities for over 35 years.

Founded in 1975, we believe strongly in responding to client's needs with quality design, environmental sensitivity and respect for budget requirements. Hakanson Anderson has extensive experience in projects ranging from gravel road reconstructions to large-scale public works projects. We have worked with public institutions as well as municipal, county, state and federal agencies on a wide range of projects. Our approach reflects an equitable balance of economic considerations, sound design standards, aesthetics and concern for our client's policies.

Our firm is employee owned (ESOP) and prides itself in having all of our staff taking a proactive approach to provide innovative

Background Information - Section 1

solutions to our clients projects. With the size of Hakanson Anderson, it allows our senior staff to be actively involved in our projects.

Members of our firm are participants in a number of national, state and local professional organizations. Through their participation in professional organizations, members of our firm continue to keep current in their respective fields.

Hakanson Anderson's practice has grown steadily, attracting a multi-disciplinary and talented staff committed to the unique requirements of each client and their project. The firm's services provide complete project continuity from initial planning through completion of the record drawings including the preparation of feasibility studies, the project plans and specifications, assessment rolls, and providing bidding, construction administration, staking and inspection services.

Hakanson Anderson has extensive experience in designing the infrastructure necessary to attract businesses and establish a successful business park. In fact, we assisted with the master planning and design of many business parks within the City of Ramsey.

More recently, we assisted the City of Elk River with the detailed design and construction services to facilitate the development of 75 acres for its newest business park, Natures Edge. Our services included preliminary design to determine the ultimate improvements, as well as the detailed designed of the 2013 and 2014 improvements. The design included a two lane roundabout that is expandable to 4-lanes in the future. The right-of-way needs were analyzed to determine the necessary width for the ultimate improvements and the City secured the land during platting. For managing the stormwater, we utilized infiltration trenches with the trunk storm sewer to meet the required infiltration standards while maximizing the amount of land available for development.

We also assisted the City of Otsego with master planning and detailed design for several of its business parks, including the Otsego Waterfront – home to the Holiday Inn and Water Park and Rockwoods, Great River Center, home to the anchor store Target, and Waterfront East home of Cowboy Jacks and soon to add 32,000 sq. ft. medical office building. In 2006, we assisted the City with the design and construction of the infrastructure for Queens Avenue, a 1.0 MG elevated water storage tank to accommodate the Gateway North business park. The City's planning has paid off, as Duke Realty has added 900,00 sq. ft. of distribution warehouse/office space all within the last 2 years.

C. Professional Services Provided

MUNICIPAL ENGINEERING

- Feasibility Studies
- Funding and Assessment Options
- Streets and Trails
- Parking Facilities
- Sanitary Sewer
- Water Distribution
- Storm Sewer
- Plat Reviews
- Municipal State Aid
- Plans and Specifications
- Contract Documents
- Construction Cost Estimates
- Bidding Documents
- Bid Solicitation and Evaluation
- Comprehensive Utility Plans
- Fee Studies
- Pavement Ratings
- Pavement Management Programs
- Pavement Repair and Maintenance
- Capital Improvement Planning

TRAFFIC/TRANSPORTATION ENGINEERING

- Comprehensive Transportation Planning
- Traffic Signing and Pavement Markings
- Traffic Control Plans

WATER RESOURCE ENGINEERING

- Water System Modeling
- Comprehensive Water Plans
- Wells, Pumphouses and Supply Systems
- Water Storage Facilities
- Water Treatment Systems
- Booster Pump and Pressure Reduction Design
- Pressure Valve and Altitude Valve Design

SURFACE WATER ENGINEERING

- MS4 Stormwater Permitting
- SWPPP Program Development
- Hydraulic and Hydraulic Analysis
- Comprehensive Storm Water Management Planning and Studies

WASTEWATER ENGINEERING

- Wastewater Collection Systems
- Wastewater Treatment Systems
- Comprehensive Wastewater Plans
- Lift Station Analysis and Design
- Forcemain Design

SURVEYING/GIS

- Lot Surveys
- Boundary Surveys
- Control Surveys
- Topographic Surveys
- Easement Descriptions and Exhibits
- Construction Staking
- Subdivision Design and Platting
- Building Site Surveys
- ALTA/ACSM Land Title Surveys
- GPS Surveying Systems
- GIS Data Collection, Mapping and Modeling

CONSTRUCTION SERVICES

- Contract Management
- Construction Observation
- Construction Staking
- Contract Administration
- As-built Drawings

SPECIAL SERVICES

- Expert Witness Testimony
- Grant and Loan Application and Administration
- Special Assessment Assistance
- Taxing Districts Assistance
- Environmental Worksheets
- Wetland Delineation
- Wetland Mitigation
- Computerized Mapping
- Regulatory/Permitting Assistance
- Tree Preservation Plans



*Shane Nelson, P.E.
Project Manager*



*Ronald Wagner, P.E.
Planning Specialist*



A. Project Team

Shane Nelson, P.E., is proposed to be your Project Manager.

Shane is a Vice President with the firm and has a wealth of experience in municipal engineering. Shane will be solely responsible for the management and administration of all engineering services required of Hakanson Anderson. Shane has worked with numerous municipal clients and has established an excellent track record of meeting the clients needs and expectations by providing quality advice and exceptional project management.

Shane also has extensive experience in the design and construction of municipal state aid, residential, and commercial streets; watershed plans and roadway management programs. He has designed and supervised numerous civil engineering improvement projects for streets, sanitary and storm sewer, water distribution, trails, and site development.

Shane is currently managing the Hakanson Anderson team as we prepare the detailed design for the City of St. Michael's 2014 Rehabilitation and Maintenance project, a \$1.2 million MSA project. Shane is also currently providing construction administration to the City of Ramsey for Center Street.

Ronald Wagner, P.E., is proposed to be your Planning Specialist. Ron is a Principal of Hakanson Anderson with 23 years of municipal engineering experience. He is currently the appointed City Engineer for the City of Otsego. Ron has been serving the City of Otsego since 1998.

From 1998 to present Ron has been involved with providing technical and financial comprehensive planning assistance for the City's sanitary sewer, municipal water, storm water, and street systems for 12,000 acres. As the City continues to develop, it is pertinent that the costs associated with infrastructure improvements be borne by the developers not the existing residents. Ron and the Hakanson Anderson team provide planning assistance to ensure that sound technical and financial plans are in place as the development of the City continues into the future.

As the City Engineer, Ron directs Hakanson Anderson staff and oversees all major transportation, sewer infrastructure, and water infrastructure projects, ensuring that all services and deliverables

Proposed Project Team - Section 2



*Jeff Prash, E.I.T.
Project Engineer*



*Becky Wozney,
Wetland Specialist*



meet or exceed expectations. Ron is currently managing the Hakanson Anderson team as we prepare the detailed design for 70th Street, a federally funded MSA project.

Jeff Prash, is proposed be a Design Engineer. Jeff is a licensed Engineer-In-Training with the firm. With 3 years of experience, Jeff routinely carries out assignments from Project Managers, successfully implementing his analytical and technical skills to complete portions of an overall project. Jeff will assist the Hakanson Anderson team in performing the duties as appropriate.

Adam Theile, P.E., is proposed be a Design Engineer. Adam is the newest member of our team and is experienced in the areas of street design, storm sewer design, stormwater modeling and utility design.

He has successfully completed detailed design, plans and specification for numerous improvement projects.

Becky Wozney is proposed to be your Wetland Specialist. Becky is the firm's wetland specialist with extensive experience in the review of wetland delineations; wetland hydrology studies and replacement plans. Becky works with local, state and federal authorities and applicants on complex issues to resolve differences on technical issues relating to wetland and other environmental regulations.

Becky's thorough understanding of the private and public sectors proves invaluable when faced with obtaining permits for environmental projects. Becky is currently assisting the City of Otsego in obtaining permits to dredge the Otsego Creek, which is a DNR protected waters. Becky was also instrumental in obtaining the necessary permits for the Rum River dredging project for the City of Anoka.



Brandon Bourdon, P.E., from Kimley Horn, is proposed to be your Transportation Engineer. Brandon has 16 years of experience in transportation planning and design for a wide range of projects including interchange and roadway improvement, municipal street reconstruction, environmental planning and documentation, land development and redevelopment, access management, safety improvement, intersection signalization, parking, comprehensive planning, transit improvement. Brandon is experienced in completing and leading operational analysis and documentation required for traffic impact studies and NEPA documentation. He has experience in the use of traffic modeling software packages including CORSIM, VISSIM, SYNCHRO, RODEL, TEAPAC, HCS, TRANSYT-7F, and PASSER II. Brandon works frequently with municipal clients all around the Twin Cities as well as outstate and experience gives Brandon a unique understanding of public agencies, their needs, and how best to serve them.



HunWen Westman, P.E., from Kimley Horn is proposed to be your Multimodal and Traffic Engineer. HunWen has seven years of multimodal experience in traffic engineering and transportation planning. She has worked through the phases of the project life cycle from corridor planning and traffic impact studies to final design and construction of signals, signing, pavement marking, and temporary traffic control. Her transportation planning experience has included all aspects of traffic impact analyses and corridor planning, from traffic volume forecasts and trip generation analysis, to operations modeling and documentation. HunWen has studied traffic impacts on a range of projects including large transit corridors, small municipal studies, and private developments. Her multimodal experience has included operations analysis and design of light rail transit, bus rapid transit, and bicycle/pedestrian infrastructure as well as pedestrian/school safety studies.



A. Traffic Impact Study

As requested in the RFQ, Kimley-Horn and Associates, Inc. will conduct a traffic analysis to provide traffic volume forecasts that can be used to inform the roadway design of Bunker Lake Boulevard and Puma Street. This task will consist of the following work and assumptions:

Task 1: Turning movement counts (TMCs) will be collected at the following three existing intersections:

- Bunker Lake Blvd./Armstrong Blvd.
- Puma St./Alpine Dr.
- Armstrong Blvd/Alpine Dr.

Task 2: A fourth intersection will be included in the study, Bunker Lake Blvd./Puma St. background volumes at this intersection will be interpolated from the adjacent intersection counts.

Task 3: Trips generated by the proposed business park will be based on the ITE Trip Generation Manual, 9th Edition.

Task 4: Growth rates will be applied to the existing TMCs to determine 2030 background traffic volumes. Growth rates will be based on the City of Ramsey's 2030 Comprehensive Plan or other updated studies provided by the City. Travel demand model runs, are not included in the assumed scope of work. The travel demand model will be used to understand future traffic growth assumed on surrounding roads when developing background traffic.

Task 5: Summarize the information in a Traffic Impact Study. The study will analyze the AM and PM peak hours of one horizon year, assumed to be 2030. Because the land adjacent to Bunker Lake Boulevard and Puma Street under consideration is not developed, and a study of the existing conditions would not contribute to the proposed design of these sections, the study will not include analysis of existing conditions.

B. Feasibility Report

Hakanson Anderson will prepare a feasibility report that will discuss the required infrastructure improvements necessary for the development of the subject property and associated costs. We would summarize our Scope of Work as follows:

Task 1: Prepare three conceptual design layouts, including internal streets, trails, sanitary sewer, and watermain alignments to evaluate the possible development patterns. The conceptual design layouts will be a useful tool when determining potential sanitary sewer and watermain stub locations and will serve as a visual aid to site developers on the development potential and options of the subject property.

Task 2: Meet with appropriate City staff to review and discuss the three conceptual design layouts. Discuss the vision for the subject property and various factors affecting development.

Task 3: Based on the results of the traffic impact study, determine minimum roadway design specifications for Puma Street and Bunker Lake Boulevard. Utilizing the anticipated traffic volumes and

the City's development standards, determine the proposed typical sections.

Task 4: Based on the future land uses, calculate the proposed water and sanitary sewer demands for the subject property. The water and sanitary sewer demands will be based on the most intensive land use to ensure sufficient capacity.

Task 5: Review the Comprehensive Sanitary Sewer and Comprehensive Water Plans to determine the necessary trunk improvements. It will be necessary to determine if the facilities must be designed to take in additional service areas beyond the subject property.

Task 6: Evaluate the available water supply against the proposed demands. The demands of this site may be greater than the available water supply from the existing wells and may trigger the design and construction of a surface water intake from the Mississippi River (as a separate project). Include a simple narrative indicating whether or not the existing water supply is sufficient for the subject property.

Task 7: Evaluate the required stormwater improvements based on both City and LRRWMO requirements.

Task 8: Analyze landscaping and streetscaping elements. Prepare Perspective Sections illustrating the landscaping and streetscaping vision.

Task 9: Determine the desired connectivity of sidewalks and trails to the adjacent facilities. Consider multi modal opportunities to provide safe pedestrian ways from the subject property to the Northstar Rail Station, regional trails and the future Highway 10 pedestrian overpass.

Task 10: Determine the required infrastructure improvements to support the greatest combination of design layouts. Estimate the costs (by phase) for the necessary site grading, roadway, sidewalks, trails, stormwater management, landscaping, street lighting, trunk watermain, and trunk sanitary sewer to support the future business park. The preliminary estimates will be limited to the infrastructure associated with Bunker Lake Boulevard and Puma Street only, and will not include internal roadways as depicted in the conceptual design layouts.

Task 11: Summarize all of the above information in a feasibility report. Discuss financing alternatives and strategies for assessing/paying for the required infrastructure.

Task 12: Prepare a phasing exhibit showing the three phases that correlate with the feasibility report.

C. Preliminary Design Layout

Hakanson Anderson will prepare preliminary roadway and intersection design layouts based on Municipal State Aid standards and City of Ramsey development standards.

Task 1: Prepare a preliminary horizontal and vertical profile for Bunker Lake Boulevard and Puma Street.

Task 2: Prepare preliminary typical sections complete with proposed right-of-way widths.

Scope of Services - Section 3

Task 3: Prepare a preliminary grading plan.

Task 4: Prepare a preliminary design layout of the trunk sanitary sewer and watermain improvements.

Task 5: Prepare a Perspective Section indicating the proposed pedestrian, street lighting, landscaping and other streetscaping elements.

A. Project Costs

The proposed cost for each phase of work as outlined in the RFQ under Scope of Services is as follows:

Phase 1 – Traffic Impact Study	\$ 11,500.00
Phase 2 – Feasibility Report	\$ 13,200.00
Phase 3 – Preliminary Design Layout	\$ 9,500.00
Total Cost	\$ 34,200.00

B. Hourly Rates

All of our costs are included in the lump sum fixed fee costs as outlined above. Should additional services be requested which are outside of the original scope of services, they will be invoiced hourly based on our hourly rate schedule.

The hourly rates for all team members are as follows:

Billing Rate Schedule	
<i>Job Classification</i>	<i>Hourly Billing Rate</i>
Shane Nelson, Project Manager	\$110
Ron Wagner, Planning Specialist	\$110
Adam Theile, Project Engineer	\$100
Jeff Prasch, Project Engineer	\$78
Brandon Bourdon, Kimley Horn, Transportation Engineer	\$165
HunWen Westman, Kimley Horn, Multimodal and Traffic Engineer	\$125
Becky Wozney, Wetland Specialist	\$85
Senior Technician	\$75- \$90
Technician	\$45 - \$75
Clerical	\$50

C. Reimbursable Costs

All of our expenses are included in our costs as outlined above. We do not anticipate any reimbursable costs for this project.

A. Conflict of Interest

To the best of our knowledge, we do not represent any clients whose representation may conflict with our ability to provide City Engineering Services to the City of Ramsey.

We work with large jurisdictional agencies such as Mn/DOT, Metropolitan Council, and the MPCA not for them. This unique philosophy allows us to always represent the City, with the City's best interest always in mind.

A. Good Standing

Hakanson Anderson has always been and is currently in compliance with Federal, State, County and Local units of government. Hakanson Anderson good tax payment status and good corporate registration status.

A. Recommendations

We understand that the City has a goal of planning for a cost effective and market-relevant business park. The proposed scope of work as requested in the RFQ and discussed herein will help the City realize that goal. At this time, we can only offer minor recommendation as discussed below.

Regional Stormwater Facilities

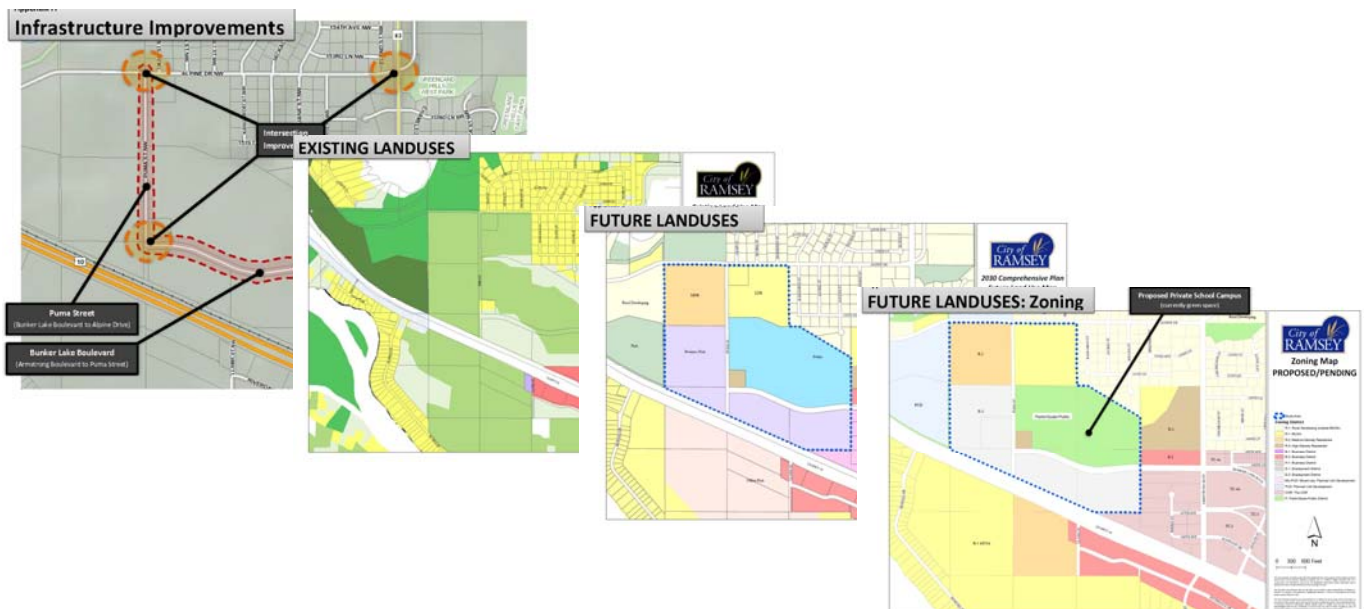
There are many benefits of managing stormwater regionally as opposed to a site by site basis. One significant benefit is that regional facilities utilize less land than site specific facilities, making more land available for development. Another benefit is the reduced construction costs of constructing a couple of larger regional facilities as opposed to several smaller facilities. Regional facilities are also attractive to the end user as the stormwater requirements have already been planned for, eliminating an unknown.

Multi-Modal Connectivity to the Northstar Station, the COR, and surrounding areas

The City may want to consider an expanded scope of services for determining the appropriate pedestrian facilities to encourage multi-modal transportation to the Northstar Station, the COR, and the adjacent regional trails. For example, is an at grade crossing at Armstrong Boulevard sufficient or should the feasibility of a pedestrian overpass or underpass be evaluated along the corridor?

Alignment of Development Standards to Complement the COR

Given the close proximity of the subject property with the COR, the City may wish to consider enhanced development standards for the subject property. For example, should some of the streetscaping elements be carried over into the subject property? Should some of the signage standards be carried over to the subject property?



REQUEST FOR QUOTES

Traffic Impact Study, Feasibility Report and Preliminary Design Layout:
Improving Bunker Lake Boulevard and Puma Street in the City of Ramsey, Minnesota

SECTION 1: OVERVIEW

The City of Ramsey is seeking quotes for the completion of a traffic impact study, feasibility report, and preliminary design layout of infrastructure improvements associated with the City's future business park. Improvements would be limited to (1) Bunker Lake Boulevard, between Armstrong Boulevard and Puma Street; and, (2) Puma Street, between Bunker Lake Boulevard and Alpine Drive; see Appendix for details.

It is the intent of this Request for Quotes (RFQ) to have the successful proposer enter into a professional services contract with the City of Ramsey.

SECTION 2: BACKGROUND

City of Ramsey

Located in the northwest Twin Cities Metro, the City of Ramsey is the fastest growing City in Anoka County. U.S. Highway 10, Minnesota Highway 169, Minnesota Trunk Highway 47 and the Northstar Commuter Rail connect the City of Ramsey to the Twin Cities and Greater Minnesota. Ramsey has an estimated population of 23,835, a median household income of \$76,560, is home to a significant manufacturing industry and is bordered by the Rum and Mississippi Rivers.

Future Business Park & Green-Field Development

The Ramsey City Council and Ramsey Economic Development Authority (EDA) have identified the need to prepare for the development of a new business park within the City. The City is targeting a large area of privately owned green-field space located on the north side of U.S. Highway 10, west of Armstrong Boulevard, for a future Ramsey business park. Currently, the City is in the process of rezoning this area to meet future landuse goals.

The future business park is one component (about 92 acres) of a larger green-field area ready for development (about 350 acres). This larger green-field area includes areas for single-family residential development (about 118 acres), medium-density residential (about 31 acres) and room for a future private school campus (about 90 acres). In addition to green-field development, the City expects a portion of existing adjoining light-industrial space to be redeveloped into a traditional retail/commercial area (about 42 acres). See Appendix for a snapshot of future landuse goals.

The primary roadway system serving this developable area is Bunker Lake Boulevard and Puma Street. These roadways are both Municipal State-Aid (MSA) streets. The purpose of this RFQ is to study traffic impacts resulting from the future business park (along with other users), examine the feasibility of constructing supporting infrastructure, and developing preliminary design layout plans and specifications.

The City's future business park, and larger developable green-field area, will be served by the future U.S. Highway 10/Armstrong Boulevard (CSAH 83) interchange. Construction of this interchange will begin spring of 2015 and is expected for completion in the spring of 2017. The City expects the construction of this major interchange to increase the demand for development of this green-field area; and the future Ramsey business park.

Request for Qualifications

The primary purpose of this RFQ is to understand minimum required infrastructure specifications and infrastructure costs associated with developing this green-field area. This RFQ is specifically limited to Bunker Lake Boulevard, Puma Street and four intersections: (1) Bunker Lake Boulevard/ Armstrong Boulevard, (2) Bunker Lake Boulevard/ Puma Street, (3) Puma Street/ Alpine Drive (4) Armstrong Boulevard/ Alpine Drive. See Appendix A for details.

The City is seeking three deliverables:

1. Traffic Impact Study
2. Feasibility Report
3. Preliminary Design Layout

Please see Scope of Services section for additional details. Cost estimations and design should include design and construction costs for site grading, roadway, sidewalks, stormwater management, trails, landscaping, street lighting, trunk water service and trunk sewer service improvements.

SECTION 3: SUPPLEMENTAL INFORMATION

1. The City is not master planning this entire developable area. It is unknown where internal driveways, roadways and curb-cuts will be needed. Therefore, the design of Bunker Lake Boulevard and Puma Street should not include any new curb-cuts.
2. Stubbing of sewer and water utilities along Bunker Lake Boulevard and Puma Street should be completed at regular intervals; based on future landuse needs per the recommendation of the firm awarded this work. This recommendation should be made with a balance of cost implications and market demand in mind (or experience with other business parks).
3. Cost estimations and design should include: roadway, sidewalks, stormwater management, trails, street lighting, trunk water service and trunk sewer service.
4. The intersection at Armstrong Boulevard was constructed in 2011. The City would like to confirm this intersection was constructed to accommodate traffic demands outlined in the Appendix landuse maps. This confirmation may be a simple narrative.
5. As-built of existing infrastructure is available upon request (e.g. Bunker Lake Boulevard was recently, partially, improved in anticipation of a new private school development).
6. The City has adopted Comprehensive Sanitary Sewer and Water Plans. These plans should be reviewed and consulted as forecasting and design work is completed.

SECTION 4: QUALIFICATIONS

The following information is required and must accompany your response:

1. COVER LETTER/BACKGROUND INFORMATION: indicate your interest in providing professional services. Provide general background information on your firm. What is your experience with designing infrastructure for business parks? Do you have experience working with the City of Ramsey or nearby/similar communities?
2. FEE SCHEDULE: please describe required compensation for the proposed work. Based on the three deliverables outlined in the background section above, please breakdown required compensation into separate line items (phases).
3. CONFLICT OF INTEREST: In order to avoid a conflict of interest, or the appearance of a conflict of interest, your firm should not engage in any outside activities that are inconsistent, incompatible, or appear to conflict with your ability to exercise independent/objective judgment in the best interest of the City. Please outline all conflicts of interest that may exist for your firm in relation to providing professional services for the City.
4. GOOD STANDING: Your firm must be in compliance with Federal, State, County and Local units of government; which specifically includes good tax payment status and good corporate registration status. Please indicate your firm's tax and corporate registration status.
5. RECOMMENDATIONS: It is the City's goal to plan for a cost-effective and market-relevant business park. The City is interested in your professional recommendations regarding the proposed scope of work and project. Additionally, the City is looking for a recommendation related for the need/effectiveness of planning for a potential regional stormwater pond(s) to support the new business park locations identified in the appendix (add-on to scope of services).

SECTION 5: SCOPE OF SERVICES

- A. TRAFFIC IMPACT STUDY: Based on future landuses indicated in the Appendix, the City would like a traffic impact study conducted to determine traffic forecasts on Bunker Lake Boulevard and Puma Street. The purpose of this information is to determine minimum roadway design specifications for future improvements to Bunker Lake Boulevard and Puma Street.

- B. FEASIBILITY REPORT: Based on a completed traffic impact study, the City would like a feasibility report completed with a preliminary cost estimate for any required improvements to Bunker Lake Boulevard and Puma Street. The purpose of this report is to establish the feasibility and estimated design and construction costs for completing the required site grading, roadway, sidewalks, stormwater management, trails, landscaping, street lighting, trunk water service and trunk sewer service improvements to support the future business park; and provide a foundation for budgeting discussions among City officials. This report will be based off of the design developed within the preliminary design layout (see step below). Easement and/or right-of-way impacts/needs must also be addressed in the report.

NOTE: It is likely, the proposed improvements will be constructed in stages, depending on market demand. Therefore, the feasibility report identified above shall also include costs for individual phases. The City anticipates three development phases. However, this decision will be made with input from the selected engineering firm.

- C. PRELIMINARY DESIGN LAYOUT: Develop preliminary roadway and intersection design layout based on Municipal State-Aid minimum standards and City of Ramsey development standards. This layout should include preliminary profiles and typical sections for Bunker Lake Boulevard and Puma Street, and show all proposed site grading, roadway, sidewalks, stormwater management, trails, landscaping, street lighting, and trunk water and sewer service improvements, as well as any proposed easement or right-of-way impacts/needs.

- D. Work with (and advise) City on strategies for infrastructure design.

- E. Work with (and advise) City on strategies for assessing/paying for required infrastructure.

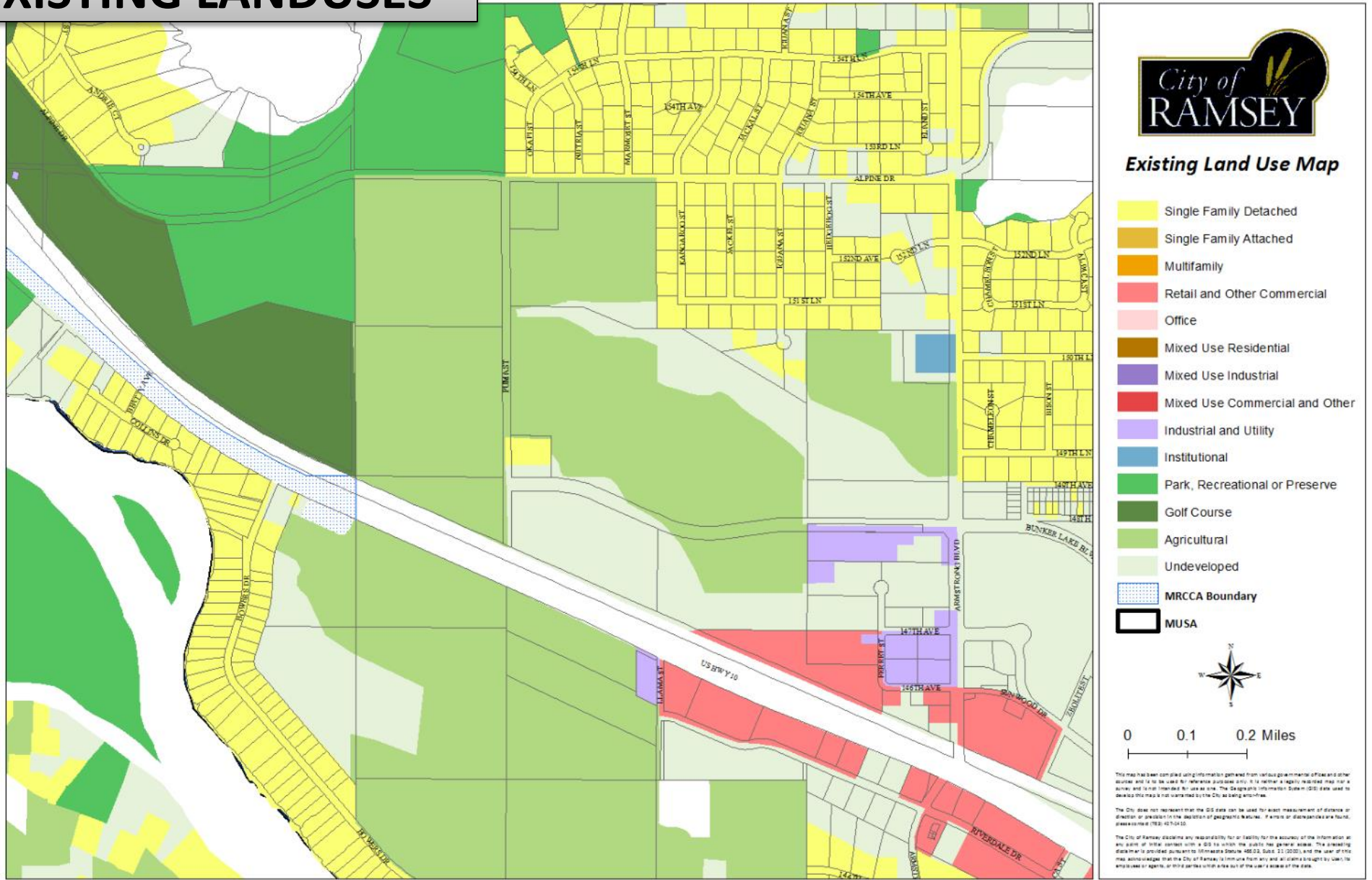
- F. Provide regular activity updates, verbally, to the City's development team, a minimum two times per month

- G. Completion dates:
 - a. Traffic Impact Study February 28, 2015
 - b. Feasibility Report February 28, 2015
 - c. Layout/Plans & Specifications for Preliminary Design March 31, 2015

SECTION 6: APPLICATION PROCESS

1. Responses must be submitted in a sealed envelope marked "Future Business Park RFQ" to the City Clerk's office, 7550 Sunwood Drive NW, Ramsey, Minnesota 55303 before 3:00 p.m. on **January 05, 2015**, at which time they will be publically opened and read.
2. Responses will be forwarded to a selection committee. At the discretion of the City, if needed, a list of finalists may be selected for interviews. Interviews would take place on one of the following dates: **January 7th or 8th, 2015** (depending on schedules).
3. A recommendation will be crafted by the selection committee and presented to the Ramsey EDA for direction on **January 15, 2015**.
4. All proposals, plans, and other documents submitted shall become the property of the City. Responses to this RFQ are considered public information and are subject to discovery under the Freedom of Information Act.
5. To be considered, firms must submit a complete response to the RFQ in the form requested. Firms not responding to items requested in the RFQ or indicating exceptions to such items may have their submittals rejected. Issuance of this RFQ and receipt of proposals does not commit the City of Ramsey to award a contract. The City of Ramsey reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFQ, or to negotiate with any of the proposers submitting an RFQ, or to cancel all or part of this RFQ. The City reserves the right to award work in phases; rather than one single project.
6. Questions/Contact:
 - Patrick Brama, Economic Development Manager, 763-433-9868, pbrama@cityoframsey.com
 - Bruce Westby, City Engineer, 763-433-9825, bwestby@cityoframsey.com
 - Kurt Ulrich, City Administrator, (763) 433-9845, kulrich@cityoframsey.com

EXISTING LANDUSES



Existing Land Use Map

- Single Family Detached
- Single Family Attached
- Multifamily
- Retail and Other Commercial
- Office
- Mixed Use Residential
- Mixed Use Industrial
- Mixed Use Commercial and Other
- Industrial and Utility
- Institutional
- Park, Recreational or Preserve
- Golf Course
- Agricultural
- Undeveloped
- MRCCA Boundary
- MUSA



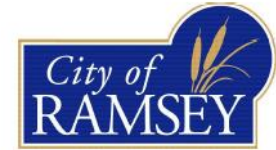
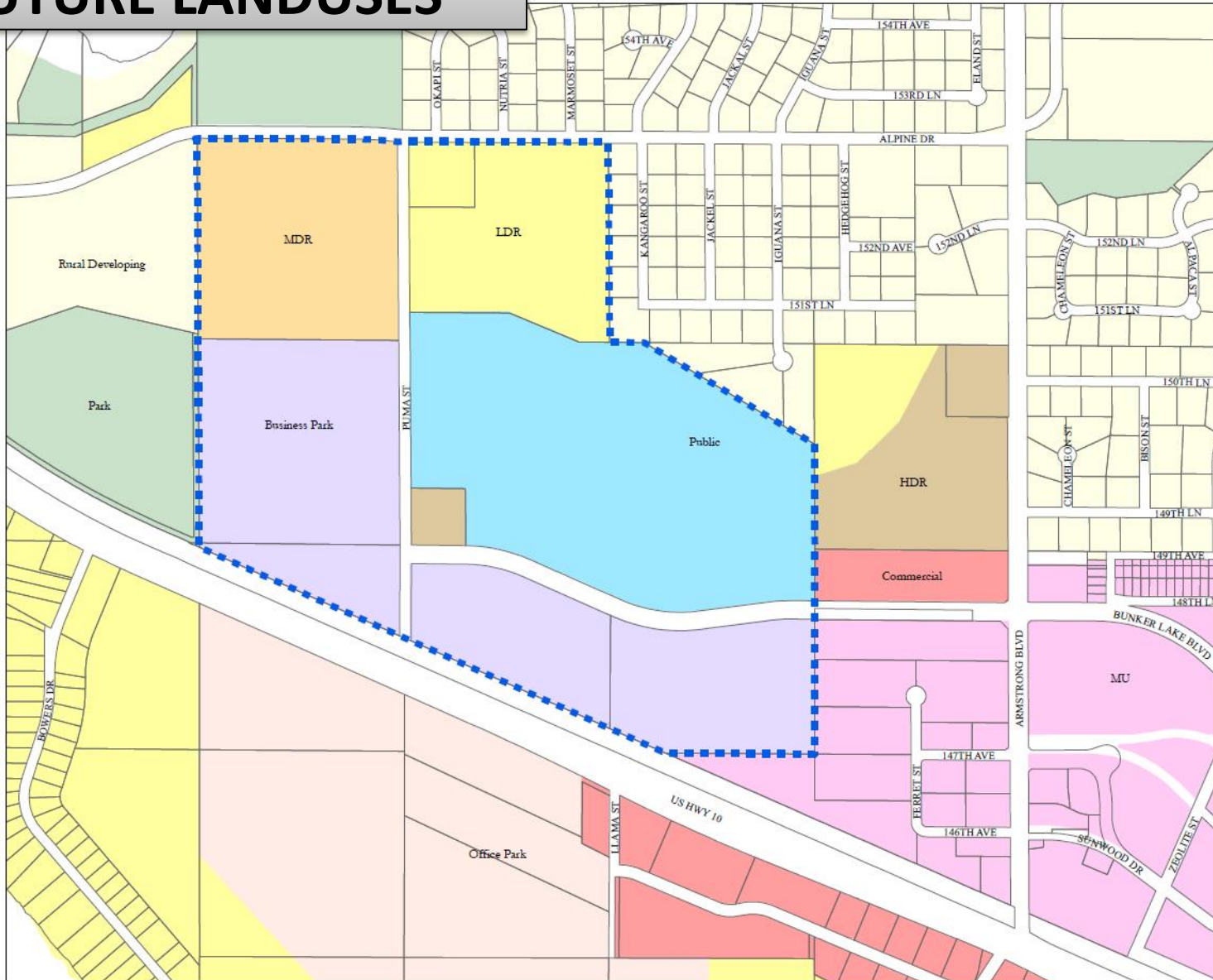
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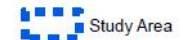
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FUTURE LANDUSES



**2030 Comprehensive Plan
Future Land Use Map
PENDING**



Study Area

- Future Land Use**
- Low Density Residential
 - Medium Density Residential
 - High Density Residential
 - Office Park
 - Commercial
 - MU
 - Business Park
 - Public
 - Rural Developing
 - Rural Preserve
 - Park



0 300 600 Feet
1 inch = 600 ft on 11 x 17

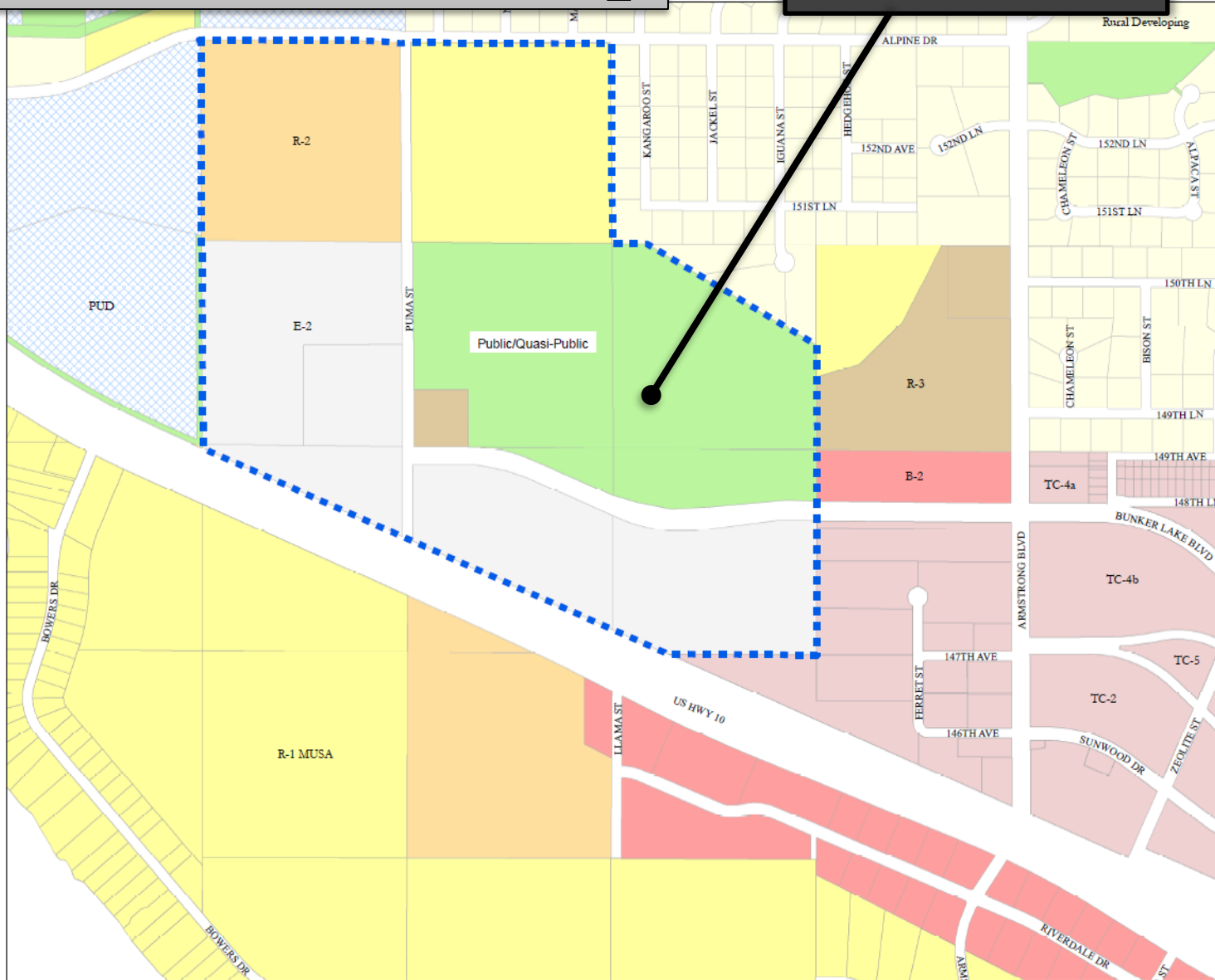
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FUTURE LANDUSES: Zoning

Proposed Private School Campus
(currently green space)



City of RAMSEY
Zoning Map
PROPOSED/PENDING

Study Area
Zoning District

- R-1: Rural Developing (outside MUSA)
- R-1: MUSA
- R-2: Medium-Density Residential
- R-3: High-Density Residential
- B-1: Business District
- B-2: Business District
- H-1: Business District
- E-1: Employment District
- E-2: Employment District
- MU-PUD: Mixed-Use, Planned Unit Development
- PUD: Planned Unit Development
- COR: The COR
- P: Public/Quasi-Public District

0 300 600 Feet

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The City of Ramsey disclaims any responsibility for or liability for the accuracy of the information at any point of time contained with a GIS in which the public has general access. The following disclaimer is provided pursuant to Minnesota Statute 466.03, Subd. 21 (2005), and the user of this map acknowledges that the City of Ramsey is immune from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access of the data.

BACKGROUND (future business park):

The City of Ramsey is home to hundreds of successful and growing businesses. Many of these businesses are located in the City's original "Business Parks" along Bunker Lake Boulevard, just north of U.S. Highway 10, east of Ramsey Boulevard. In recent years, available land for existing Ramsey businesses to expand, or for new businesses to locate in Ramsey, has become scarce. As a result, the Ramsey EDA and City Council have identified securing a new business park a priority.

In the winter of 2013-14, a new business park location was identified by the Ramsey Economic Development Authority (EDA), Planning Commission, and City Council. The newly proposed business park is located along Bunker Lake Boulevard, west of Armstrong Boulevard, on the north side of U.S. Highway 10; and will include nearly 100 acres of land available for development by businesses. The City is currently in the process amending its Comprehensive Plan and Zoning Ordinances to allow for the proposed business park. The proposed business park is, and will be, owned and operated by private developers, not the City of Ramsey.

The City's vision statement reads, "*Achieve economic vitality with strategic infrastructure investments through market-driven growth.*" This vision supports the City's exploration of bringing infrastructure improvements to this property in order to facilitate economic growth.

The future business park is one component (about 92 acres) of a larger green-field area ready for development (about 350 acres). This larger area green-field area includes areas for single-family residential development (about 118 acres), medium-density residential (about 31 acres) and room for a future private school campus (about 90 acres).

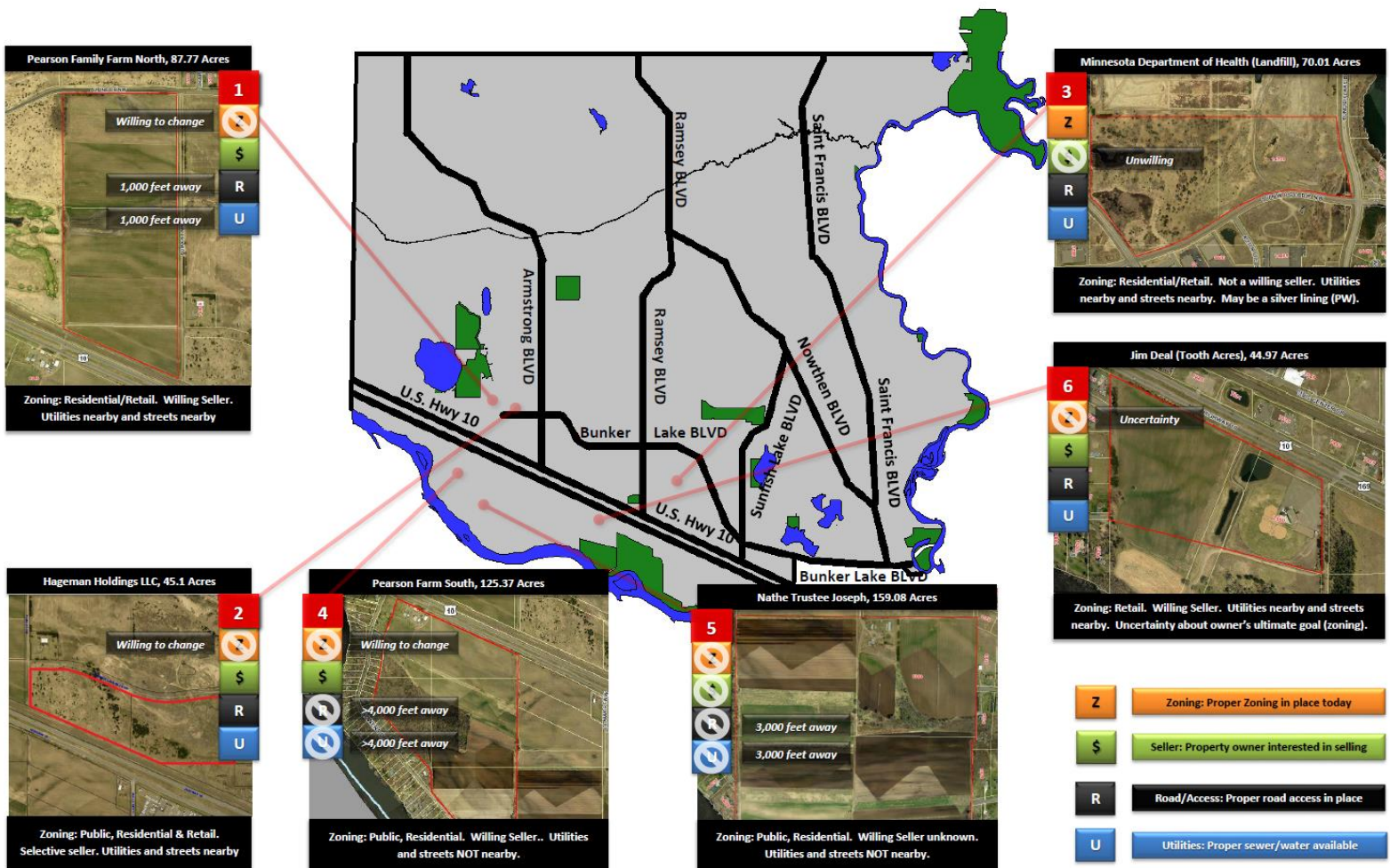
The City's future business park, and larger developable green-field area, will be served by the future U.S. Highway 10/Armstrong Boulevard (CSAH 83) interchange. This interchange will begin construction in the spring of 2015 and is expected for completion in the spring of 2017. The City expects the construction of this major interchange to increase the demand for development of this green-field area; and the future Ramsey business park.

- (1) Pursue the Pearson Properties Site (north) as the primary industrial park for Ramsey
 - Engage surrounding property owners regarding a potential zoning change (open house/public input); before submitting an application for a Comprehensive Plan and Zoning Amendment.
 - Develop feasibility study, utilizing the City's Engineering Department, for full build out of an industrial park (projected revenues and expenditures)
 - Upon completion & EDA confirmation (later date)
 - Direct staff to pursue shovel ready certification
 - Direct staff to develop a memorandum of understanding with AL Pearson regarding the development of his property into an industrial park

- (2) Continue to discuss the Hageman Holdings property
 - Further understand implications of the required completion of Bunker Lake Boulevard.
 - Further understand implications of previous assessments
 - Attain asking price
 - Further understand which type of users would be allowed

- (3) Continue to discuss acceptable land uses with the MPCA on the Closed Landfill property
 - The likely scenario would include a public use (i.e. public works campus); which would free up tax exempt land in the existing industrial park. This discussion will likely take several months to unfold.

(4-6) Continue to monitor these potential future industrial park sites; however, do not actively pursue additional information.



EDA Direction 04/10/2014

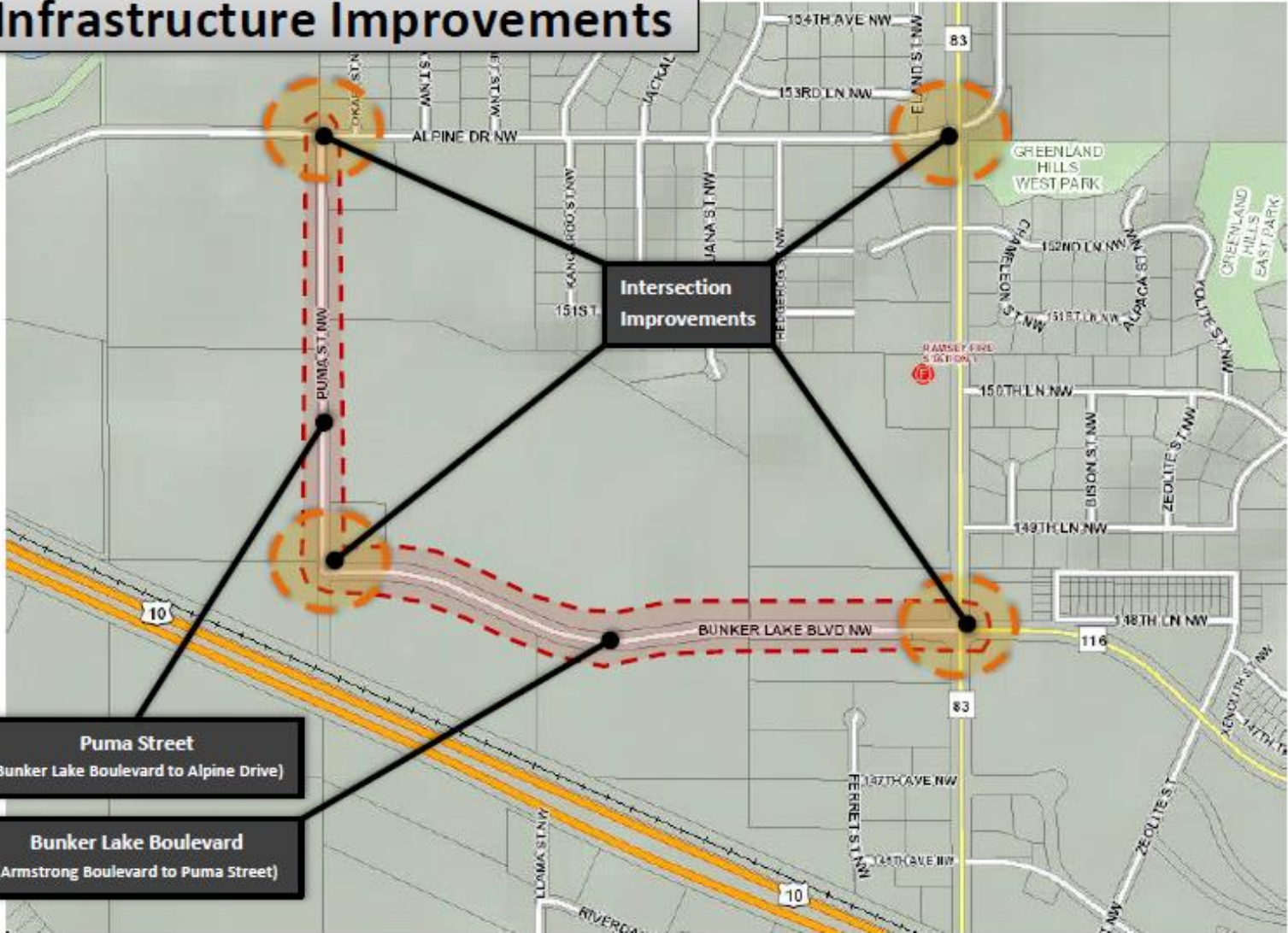
Action:

Motion to approve submitting the proposed comprehensive plan amendment (shown below) and dedicating professional services dollars to assist Community Development Staff in moving the proposal forward.



GENERAL CONSENSUS for staff to finalize RFQ for professional services (feasibility report, traffic analysis, preliminary layouts, etc.) and submit to the City's engineering services pool.

Appendix A
Infrastructure Improvements



BACKGROUND (RFQ):

The primary roadway system serving the future business park (and larger developable area) is Bunker Lake Boulevard and Puma Street. These roadways are both Municipal State-Aid (MSA) streets. The purpose of the attached RFQ is to study traffic impacts resulting from the future business park (along with other users), examine the feasibility of constructing supporting infrastructure, and developing preliminary design layouts/plans and specifications.

This information will put elected officials in a position to make strategic planning/preparations decisions; and, to put Staff in a better position to respond to prospects interested in the future business park (i.e. what is the required new infrastructure, what will it look like, what will it cost, what is the financial responsibility of various parties, etc.). Currently, when Staff works prospects interested in the future business park, the City is experiencing a competitive disadvantage when considering the several "development unknowns" outlined above.

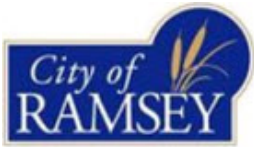
Request for Qualifications

The primary purpose of this RFQ is to understand minimum required infrastructure specifications and infrastructure costs associated with developing this green-field area. This RFQ is specifically limited to Bunker Lake Boulevard, Puma Street and four intersections: (1) Bunker Lake Boulevard/ Armstrong Boulevard, (2) Bunker Lake Boulevard/ Puma Street, (3) Puma Street/ Alpine Drive (4) Armstrong Boulevard/ Alpine Drive.

The City is seeking three deliverables:

1. Traffic Impact Study
2. Feasibility Report
3. Preliminary Design Layout

Cost estimations and design should include design and construction costs for site grading, roadway, sidewalks, stormwater management, trails, landscaping, street lighting, trunk water service and trunk sewer service improvements. See scope of services section of RFQ for details.



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

Economic Development Authority (EDA)

4.3.

Meeting Date: 02/05/2015

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Title:

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

Purpose/Background:

PURPOSE

Consider purchase agreement (PA) from WESTCO, Properties LLC. for .95 acres of City owned land located within the City's original business park.

NOTE: if the EDA wishes, this case may be discussed in closed session. Closed session discussion shall be limited to reviewing the City's pricing strategy and developing a counter-offer (including all pricing and relevant terms).

BACKGROUND (Subject Property)

The subject property is located at 6590 141st Avenue NW in one of the City's original business parks. This .95 site is located off Basalt Street and Bunker Lake Boulevard and is currently zoned E-1 Employment District. This property was purchased by the City in 2006 for redevelopment purposes for a price of \$211,200; at which time, existing improvements were removed. This site has sat vacant, tax exempt, and available for sale since 2006. This property is currently being listed by CBRE, the City's real estate broker for \$105,000. Attached to this case is the property listing.

BACKGROUND (24 Restore & WESTCO Properties LLC)

WESTCO Properties LLC is a holding company based out of Elk River and Managed by Derek West. WESTCO Properties would purchase the subject property. 24 Restore, a business owned by Derek West, would operate from the subject property. Both entities are in good standing with State of Minnesota (business and lien system).

24 Restore was established by Derek West in 1994. Mr. West originally operated from Blaine; and eventually moved his business to Ramsey in 1998 (his hometown). Mr. West began in Ramsey by leasing a 5,000 square foot space, which eventually turned into ownership of said space, which eventually turned into a 10,000 square foot space (his current location at 6615 141st Ave NW).

Mr. West is now out of space at his current location and needs to secure additional space for the growth of 24 Restore. He is proposing a new 12,000 square foot facility to be constructed on the Subject Property (City owned property). Mr. West is proposing to both (a) keep his existing facility and (b) construct/operate from the new facility. 24 Restore currently has 29 full time employees. Mr. West expects 10-20 new employees to be added over the next two years. Here is a link to the 24 Restore website: <http://24restore.com/>

BACKGROUND (Purchase Agreement)

Attached to this case is the latest DRAFT version of the purchase offer (Purchase Agreement, PA) from WESTCO Properties LLC. The buyer is represented by Marty Fisher of Premier Commercial Realty

Notification:

NA

Observations/Alternatives:**OBSERVATIONS**

- **Zoning/Use:** Generally, the proposed development concept fits within the City's existing zoning regulations (will require official site plan review and approval).
- **Sale Price:** The asking price for the subject property is \$2.50 per square foot (\$105,000). The offer price is \$2.29 per square foot (\$95,000). The offer price is on the "high-end" of the City's adopted "deal-range" for the subject property. Staff will recommend this offer price be accepted.
- **Property Taxes:** The proposed development is approximately 12,000 square feet. This building property will generate about \$31,000 in total property taxes (about 25% would be received by the City).
- **Earnest Money:** This PA does include earnest money (\$3,000, 3.1%). Earnest money will become hard if the initial closing date is extended by the buyer.
- **Broker Commission:** Commission will be paid to both the buyer's real estate agent and the seller's real estate agent via the seller's (City) land sale proceeds (3.5% or \$3,325 each).
- **Net Proceeds:** sale price less broker commissions results in net proceeds of \$88,350.
- **Closing Date:** Closing is set for June 24, 2015. Attached to this case is a mock project timeline.
- **Land Sale Policy:** The attached PA generally meets the intent of the City's draft "Land Sale Policy" and has been reviewed by the City Attorney, the City's real estate broker, and staff. Several changes (and negotiations) have taken place between staff and the buyer. The buyer has been willing to make several changes.
- **Buyer:** The buyer (Derek West of 24 Restore) has a history of providing business services to the City of Ramsey. City staff has been impressed with the professionalism and reliability of Mr. West's company.

ALTERNATIVES**1. Approve** (staff recommendation)

The proposed deal provides several benefits to the City: (1) tax base (2) land-sale proceeds (3) retain and create jobs (4) quality project (5) positive momentum for development in Ramsey (6) the Council's general goal of selling tax-exempt surplus City owned land will be realized.

2. Deny

Unless a specific hardship or concern regarding this 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

The Council may wish to tweak or adjust provisions included in the proposed PA. Staff would be happy to make adjustments as requested by the Council.

Funding Source:

NA

Recommendation:

Please see observations section.

Action:**Recommend to the City Council:**

Approve the attached purchase agreement with WESTCO Properties LLC. for .95 acres of City owned land located at 6590 141st Ave NW; contingent upon final review and amendments from the City Attorney.

Attachments

Property Listing (Subject Property)

24 Restore PA 01302015

24 Restore PA Redline 01302015

Site Layout and Images

Land Sale Policy (DRAFT)

Tentative Schedule for 24 Restore

Form Review

Inbox

Kurt Ulrich

Form Started By: Patrick Brama

Final Approval Date: 01/30/2015

Reviewed By

Kurt Ulrich

Date

01/30/2015 02:45 PM

Started On: 01/29/2015 01:45 PM

CITY-OWNED LAND FOR SALE: ±.95 ACRES OFFICE/INDUSTRIAL USE

RAMSEY, MN 55303

\$105,000



CITY PARCEL #28

LOCATION

Northeast corner of Basalt St NW and 141st Ave NW

ACCESS

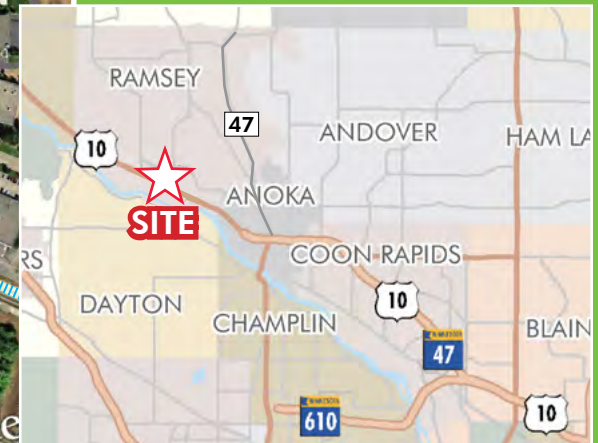
- Immediate access to 141st Ave NW and Basalt St NW
- Easy access to Hwy 10 and Bunker Lake Blvd

AMENITIES

- Only minutes to COR retail site
- Only 30 minutes to downtown Minneapolis
- Easy access to Northstar Commuter Rail Station

VISIBILITY

Frontage and visibility from Basalt St NW and 141st Ave NW



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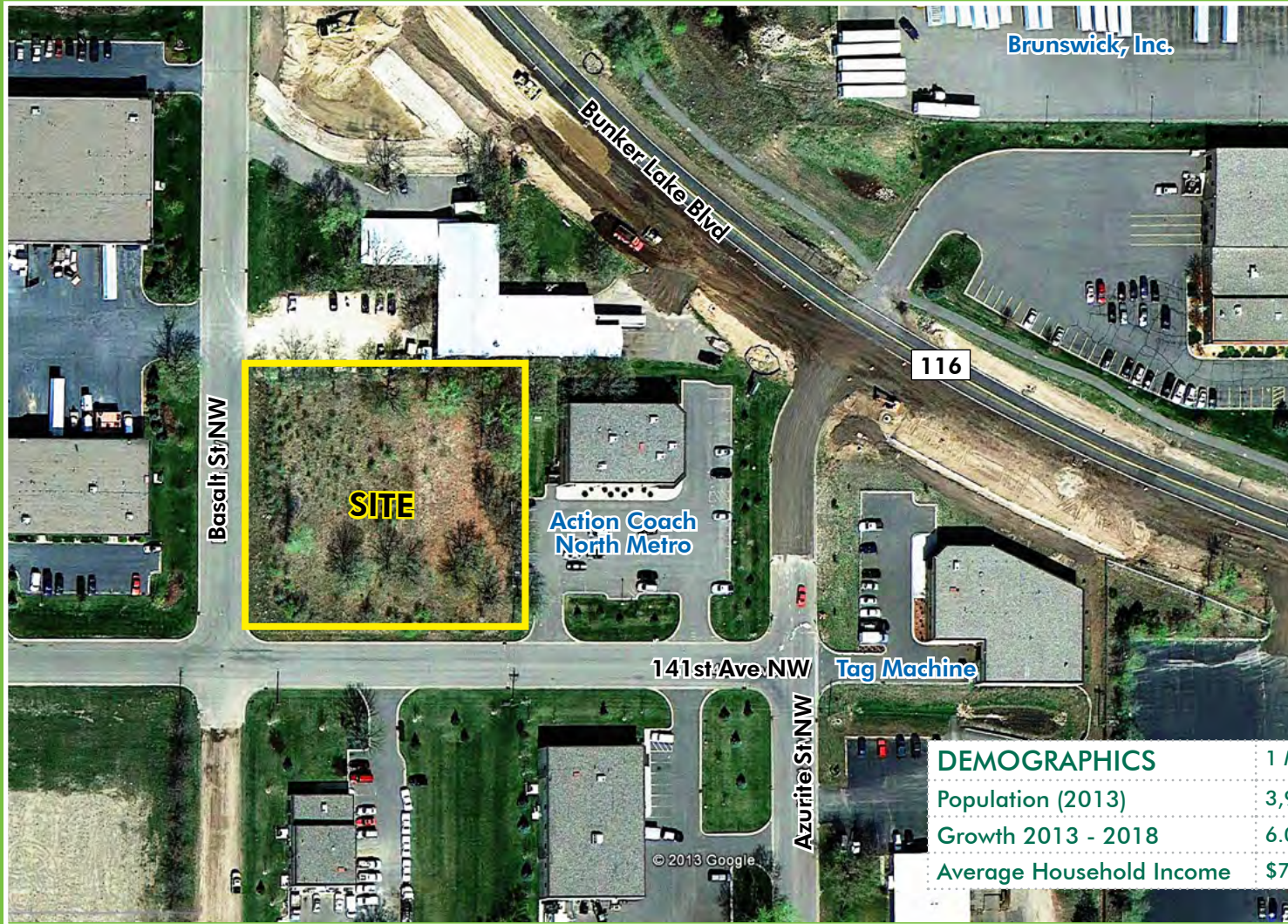
4400 West 78th Street, Suite 200
Minneapolis, MN 55435



CITY-OWNED LAND FOR SALE: ±.95 ACRES OFFICE/INDUSTRIAL USE

RAMSEY, MN 55303

\$105,000



CITY PARCEL #28
ADDRESS
 6590 141st Ave NW
PID
 273225440003
ACRES
 0.95
ZONING
 E-1 (Employment District)
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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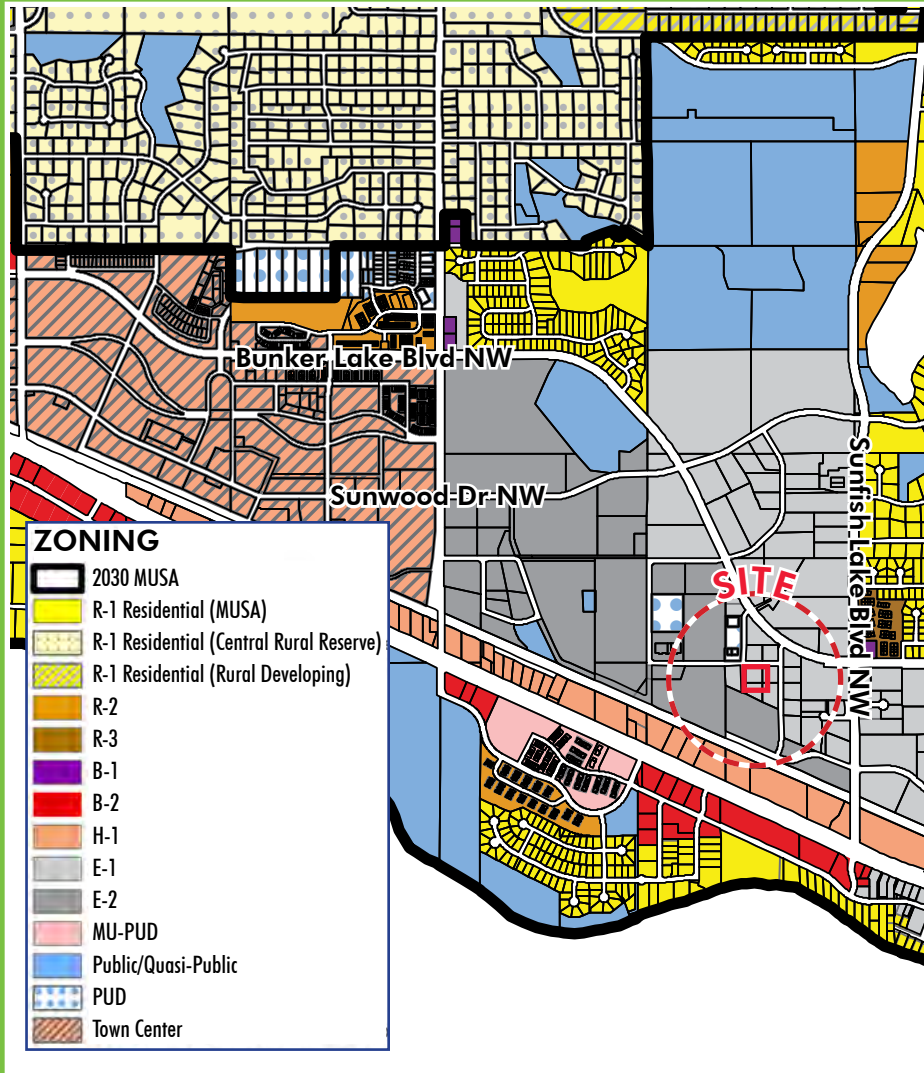
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RAMSEY, MN 55303

\$105,000

Sec. 117-117. - E-1 Employment District.

- (b) Permitted uses. The following are permitted uses, subject to general requirements and performance standards as specified by this chapter:
- (1) Manufacturing.
 - (2) Research labs.
 - (3) Testing labs.
 - (4) Offices.
 - (5) Supply yards with building.
 - (6) Warehousing and storage.
 - (7) Self storage facilities, indoor.
 - (8) Truck terminals with building.
 - (9) Athletic facilities/fitness centers/dance studios.
 - (10) Business incubators/multitenant facilities housing manufacturing, research labs, testing labs, offices, athletic facilities/fitness centers dance studios, motor vehicle implement and recreation equipment sales or repair, governmental or public uses, indoor commercial recreation, light manufacturing, radio and television offices and stations, and wholesale businesses.
- (c) Accessory uses.
- (1) Commercial or business buildings and structures for a use accessory to the principal use but such use shall not exceed 50 percent of the gross floor space.
 - (2) Off-street parking including semi-trailer trucks, as regulated and required by this chapter.
 - (3) Off-street loading as regulated and required by this chapter.
 - (4) Signing as regulated by this Code.
 - (5) Open and outdoor storage as an accessory use of the property.
 - (6) Indoor retail and rental activity as an accessory to a permitted use in a business incubator or multitenant facility.
- (d) Conditional uses. The following are conditional uses and require a conditional use permit
- (1) Open and outdoor storage as a principal use.
 - (2) Open or outdoor service, sale, display and rental as a principal use.
 - (3) Indoor retail, rental or service activity, or industrial uses other than that allowed as a permitted use or conditional use within this section.
 - (4) Heavy manufacturing.
 - (6) Expansion or enlargement of lawful nonconforming uses.
 - (7) Cell towers.
 - (8) Micro-scale WECS.
 - (9) Medium-scale WECS.
 - (10) Retail sales facility for CNG (compressed natural gas) or other alternative automotive fuels.
Retail sales must be an accessory to an onsite Fleet fueling operation.

[Click link for complete Zoning Code:](#)



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CBRE

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made and entered into as of this 22nd day of January, 2015 (the “Effective Date”) between, The City of Ramsey, a Minnesota municipal corporation, ("Seller"), and WESTCO Properties, LLC, a Minnesota limited liability company ("Buyer").

In consideration of the covenants and agreements contained herein, the parties agree as follows:

1. PREMISES. Subject to compliance with the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller, the following (the "Premises"):

The real property located 6590 141st Avenue NW, Ramsey, County of Anoka, State of Minnesota, comprising PID # 27-32-25-44-0003, legally described in EXHIBIT A attached hereto and depicted on EXHIBIT A-1 attached hereto, together with all easements, tenements, hereditaments, and appurtenances belonging thereto (the "Land").

2. PURCHASE PRICE. The purchase price shall be \$95,000.00 Buyer will pay upon the following terms:

A. \$3,000.00 Earnest money, The Earnest Money shall be placed and held by Escrow Agent in its commercial interest bearing account in accordance with the terms of this Agreement and shall be credited against the Purchase Price in favor of Buyer at closing. Any and all interest accruing on the Earnest Money pursuant to this Agreement shall be paid to Buyer and shall accrue solely for Buyer's benefit. If Buyer provides Seller with written notice of Buyer's waiver or satisfaction of all the conditions to closing set forth in Section 5 of this Agreement, then the Earnest Money shall be deemed non-refundable to Buyer, except as otherwise provided in Sections 3.D, 5, 6, 9, 16, 18, 19, 28.A or elsewhere in this Agreement.

B. \$92,000.00 Cash, the balance of the Purchase Price shall be paid (subject to prorations, reductions and credits as provided below) by wire transfer, certified check or cashier's check at the closing.

3. TITLE TO BE DELIVERED: COMMITMENT: SURVEY: TITLE OBJECTIONS.

A. Title To Be Delivered. At closing, **Seller** agrees to convey Marketable Fee Simple Title to the Premises. For purposes of this Agreement, the term "Marketable Fee Simple Title" means title to the Premises that, when acquired by Buyer, will be insurable by the Title Company under its current form ALTA Owner's Title Insurance Policy and is also free and clear of all liens,

encumbrances, easements, covenants, conditions restrictions adverse claims and other matters, other than the Permitted Exceptions (defined on Exhibit B attached hereto and made a part hereof).

- B. Commitment.** As soon hereafter as reasonably possible, **Seller**, at its sole cost and expense, shall cause to be issued and delivered to Buyer, a Commitment covering the Premises issued by the Title Company wherein the Title Company agrees to issue to Buyer upon the recording of the Deed, (defined herein) and the conveyance documents described herein, a current form of ALTA Owner's Title Insurance Policy ("Commitment"), with standard coverage, in the full amount of the purchase price. The Commitment shall be accompanied by copies of all recorded documents affecting the Premises, and shall include searches for real estate taxes and pending and levied special assessments. **Buyer** shall deliver a copy of the Survey (defined herein) to Title Company so that the initial Commitment may be amended or supplemented to contain any survey exceptions to title.
- C. Survey.** **Seller**, at its sole cost and expense, shall provide a current ALTA/ACSM Land Title Survey ("Survey") of the Premises prepared by a duly licensed land surveyor in the State of Minnesota.
- D. Title Objections.** **Buyer** shall have until thirty (30) days from the date it receives the latter of the Commitment or Survey (or any update or supplement thereto) to make its objections to matters disclosed in the Commitment or Survey (or any update or supplement thereto) in writing to Seller. Any exception disclosed in the Commitment or Survey (or any update or supplement thereto) and not timely objected to by Buyer within the thirty (30) day period shall be deemed a "Permitted Exception" hereunder. Seller shall have until thirty (30) days after it receives such objections to have the same removed or satisfied, using commercially reasonable efforts, or Title Company agrees to insure over said defect based on Seller's Letter of Undertaking. If Seller shall fail to have such objections removed within that time, then Buyer may, as its sole remedy, either (a) terminate this Agreement without any liability on its part and receive the Earnest Money (together with any accrued interest) back, (b) waive such objections in writing and proceed to closing with the understanding that such uncured objections shall be deemed Permitted Exceptions at closing, or (c) attempt to cure such uncured objections, in which event Buyer shall have an additional thirty (30) days to attempt to cure such objections, and if Buyer is not successful in curing such objections, Buyer shall then have the right to either terminate this Agreement pursuant to clause (a) above, or waive such objections pursuant to clause (b) above. Seller shall use reasonable efforts to cure or have Title insure over (i) mortgage or deed of trust financing or similar liens given for security or collateral purposes, (ii) state, federal or local tax liens or liens for the nonpayment of special assessments, and (iii) any other judgment liens or non-consensual monetary liens (collectively, "Liens"), it being the understanding and agreement that any such Liens will be satisfied out of Seller's proceeds at closing, if not sooner paid.

4. REPRESENTATIONS AND WARRANTIES. As an inducement to Buyer to enter into this Agreement, and as part of the consideration therefore, Seller represents and warrants to and covenants with Buyer that:

- A. Seller has Marketable Fee Simple Interest to the Premises.
- B. Each of the persons executing this Agreement on behalf of Seller does hereby represent and warrant that the execution and delivery of this Agreement by Seller will not constitute a default under any indenture, agreement, contract, mortgage or other instrument to which Seller is a party.
- C. To the best of the Seller's knowledge, there are no underground storage tanks on the Premises.
- D. Seller has not used the Premises for storage or disposal of hazardous substances and Seller has no actual knowledge that any other persons have so used the Premises.
- E. Seller has received no notice of any violation of any zoning, building, health and safety, fire safety and environmental codes and laws from the **City of Ramsey**, or other local authority.
- F. Seller has received no notice of a violation of any statutes, ordinances, regulations, judicial decrees or orders, or the pendency of any lawsuits, administrative or arbitration hearings or governmental investigations or proceedings affecting the Premises.
- G. To the best of Seller's knowledge, there are no environmental proceedings, applications, petitions, resolutions, or other matters pending before any governmental agency, which would affect the Premises in any manner.
- H. To the best of Seller's knowledge there are no environmental proceedings, applications, petitions, court pleadings, resolutions, investigations, by public or private agencies, or other matters pending which could prohibit, impede, delay, or adversely, affect the use of the Premises.
- I. The Premises will, as of the date of closing, be free and clear of all liens, security interests, encumbrances, leases or other restrictions or objections to title other than the Permitted Exceptions.
- J. The Premises is not within a flood zone.
- K. Seller is not a "foreign person," "foreign partnership," "foreign trust," or "foreign estate" as defined in Section 1445 of the Internal Revenue Code.
- L. The sale of the Premises is not subject to any withholding requirements imposed by the Internal Revenue Code, including, without limitation, Section 1445(F)(3).
- M. To the best of Seller's knowledge the Premises is served by municipal water and sewer.
- N. There are no management, maintenance or service contracts, leases, licenses, purchase agreements, purchase options, rights of first refusal, or other unrecorded agreements affecting the Premises that will survive closing. Seller agrees not to enter into any new, or modify any existing, written or oral service contracts, leases, licenses or other recorded or unrecorded agreements affecting the Premises hereafter without Buyer's prior written consent which may be withheld in Buyer's reasonable discretion.

The representations and warranties set forth in this Section 4 shall be continuing and shall be true and correct on and as of the closing date with the same force and effect as if made at that

time and all such representations, warranties and covenants shall survive closing for a period of six (6) months and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto and shall not merge into Seller's deed being delivered at closing. Seller agrees to indemnify and hold Buyer harmless from and against and to reimburse Buyer with respect to any and all claims, demands, causes of action, loss, damage, liabilities, and costs (including attorney's fees and court costs) asserted against or incurred by Buyer by reason of or arising out of the breach of any representation, warranty or covenant as set forth in this Section 4 for a period of six (6) months after closing.

5. BUYER'S CONTINGENCIES. Unless waived by Buyer in writing, Buyer's obligation to purchase the Premises shall be subject to Buyer being able to satisfy the following contingencies on or before closing. The sufficiency of the contingencies will be determined by Buyer, in Buyer's sole discretion. If any of these conditions is not satisfied by the date herein, Buyer, has the option to terminate this Agreement by giving written notice of termination to Seller by 5:00 p.m. on the date thereof, time being of the essence, in which case Buyer and Seller must sign a Cancellation of Purchase Agreement and all earnest money will be returned to the Buyer within five (5) business days. Buyer may waive any condition in Buyer's sole and absolute discretion. The failure of Buyer to terminate the Agreement by the date provided in each of the following contingencies shall be a waiver of the condition:

- A. The ability of Seller to convey marketable fee title to the Premises, free and clear of any and all liens.
- B. Buyer to obtain suitable financing in a form and amount acceptable to Buyer in its sole discretion by **June 18th**, 2015.
- C. Buyer to receive site plan and plat approval for the construction of a building of Buyer's design on the property by **June 18th**, 2015.
- D. Buyer shall review receive the ALTA survey required from Seller by **March 26th**, 2015

6. PERMITTED ACCESS AND INSPECTION. Buyer's performance of this Agreement is expressly conditioned upon Buyer's inspection and approval of the Premises, which inspection shall be made **within 30 days** after the "Effective" Date. During the term of such inspection, Buyer and its authorized representatives shall be permitted access to the Premises at reasonable times for the purposes of architectural inspection and design studies, and such soil borings and environmental assessment as are deemed necessary by Buyer. Buyer agrees to indemnify and defend Seller from, and to hold Seller harmless against any and all claims, causes of action or expenses, including attorney's fee, relating to or arising from Buyer's presence on the Premises prior to the Closing Date. Buyer agrees to repair any damage to the Premises caused by such inspections and to return the Premises to substantially the same condition as existed prior to Buyer's inspection. If said inspection is, in Buyer's sole discretion, unsatisfactory to Buyer, Buyer shall notify Seller of the same in writing prior to **five (5) days** from date thereof and this Agreement shall be null and void and all Earnest Money shall be refunded to Buyer within five (5) business days of such notice. Failure of the Buyer to provide this written notice within the prescribed time shall be a waiver of this condition.

7. **REAL ESTATE FEES.** Seller agrees to pay real estate commissions, at closing, in the amount of three and one half percent (3.5%) of the purchase price to Buyer's Broker, Premier Commercial Properties, Inc. Seller is represented by CBRE and will be paid, at closing, in the amount of three and one half percent (3.5) of the purchase price. Buyer and Seller acknowledge no other Brokers in this transaction.

8. **DUAL AGENCY.** PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

Dual Agency representation *DOES NOT* apply in this transaction.

Dual Agency representation ***DOES*** apply in this transaction. .

Broker represents both the Seller(s) and the Buyer(s) of the Premises involved in this transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. **Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).** Seller(s) and Buyer(s) acknowledge that :

- (1) confidential information communicated to Broker which regards price, terms or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker, in writing, to disclose this information. Other information will be shared;
- (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
- (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of the sale.

With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

_____	_____
(Seller)	(Buyer)
_____	_____
(Seller)	(Buyer)
_____	_____
(Date)	(Date)

9. **HAZARDOUS WASTE AND TOXIC SUBSTANCES.** Seller will provide copies all information to Buyer, within 10 days, of any Phase I and/or Phase II or any other Environmental tests that have been performed on the Premises within the last twenty four (24) months of the Effective Date.

The Buyer, at its' own expense, may perform additional environmental testing to confirm that the Premises are free and clear of any hazardous wastes or toxic substances. If such

tests determine that said Premises are contaminated and Seller does not correct said contamination, this Agreement shall be voidable, at Buyer's option, by written notice by Buyer to Seller of same prior to the Closing Date and all earnest money refunded to the Buyer and Buyer shall have no further recourse against Seller.

10. REPRESENTATIONS OF BUYER. The party signing this Agreement on behalf of Buyer, hereby represent and warrant to Seller that such persons have all authority to sign this Agreement on behalf of Buyer.

11. REPRESENTATIONS OF SELLER. The party signing this Agreement on behalf of Seller, hereby represent and warrant to Buyer that such persons have all authority to sign this Agreement on behalf of Seller.

12. PERSONAL PROPERTY. This paragraph intentionally omitted.

13. DOCUMENTATION TO BUYER. This paragraph intentionally omitted.

14. SECURITY DEPOSITS. This paragraph intentionally omitted.

15. LEAD AND ASBESTOS DISCLOSURE. This paragraph intentionally omitted.

16. SELLER'S DUTY OF MAINTENANCE AND REPAIR. Between the date hereof and the date of closing, except for Buyer's indemnification obligations set forth in Section 6, Seller shall have the full responsibility and the entire liability for any and all damages or injury of any kind whatsoever to the Premises, the Improvements thereon, and all persons, whether employees or otherwise, and all property from and connected to the Premises. Seller agrees to keep the Premises continually insured during the term of this Agreement under a policies of (i) commercial general liability insurance with policy limits of not less than \$1,000,000 per incident, and (ii) fire, hazard and all risk property insurance in amount equal to one hundred percent (100%) of the replacement value of the Improvements. Until the closing, Seller shall have the full responsibility for the continued operation, maintenance and repair of the Premises, normal wear and tear excluded.

17. CONDEMNATION. If, prior to the closing, the Premises shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Buyer, at its sole discretion, shall have the right to terminate this Agreement upon written notice to Seller without liability on its part by so notifying Seller and the Earnest Money (with ant accrued interest) shall be refunded to Buyer. If Buyer does not exercise its right of termination, (i) any and all proceeds arising out of any such eminent domain or taking shall be held in trust by Seller for the benefit of Buyer and paid to Buyer at closing; and (ii) the "Premises" shall thereafter be defined to mean the Premises less the portion taken by eminent domain or condemnation. In no event shall the Purchase Price be increased by the amount of any such proceeds.

18. CASUALTY. If, prior to the closing, the Premises or the Improvements are materially damaged or destroyed, Buyer, at its sole discretion, shall have the right to terminate this Agreement upon written notice to Seller without liability on its part by so

notifying Seller and the Earnest Money (with any accrued interest) shall be refunded to Buyer. If the Premises or Improvements are not materially damaged or destroyed or Buyer does not exercise its right of termination, Seller shall proceed forthwith to repair the damage to the Premises and Improvements and any and all proceeds arising out of such damage or destruction, if the same be insured, shall be held in trust by Seller for the benefit of such repair. In no event shall the Purchase Price be increased by the amount of any such proceeds. The words "materially damaged or destroyed" for the purposes of this Section 19 shall mean the Premises incurs damage in excess of \$50,000.00 and said damage cannot be repaired on or prior to closing.

19. AS IS PURCHASE. Buyer acknowledges that the Premises being purchased by Buyer, together with the other improvements, fixtures, appliances and other items of Personal Property that will remain with the Premises are not new, and are being purchased "AS IS." Buyer has the right and duty to inspect the Premises and Personal Property being purchased with the Premises, or have them inspected by a person of Buyer's choice, at Buyer's expense. It is understood by the Buyer that the Buyer accepts the Premises and Personal Property "AS IS" without any Representations or Warranties by the Seller except as expressly stated in this Agreement. Except as expressly provided in this Agreement, the Seller shall have no further responsibility or liability with respect to the condition of the Premises or Personal Property being sold with the Premises. This provision shall survive the delivery of the General Warranty Deed at Closing.

20. DISCLOSURE. This paragraph intentionally omitted.

21. INVENTORY. This paragraph intentionally omitted.

22. PATRIOT ACT. Buyer is not named, and is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub L 107-56, 115 Stat 272 ("USA Patriot Act"), Executive Order # 13224 or any other Executive Order or the United States Treasury Department as a terrorist, "Specially Designated Nation and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control. Buyer is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group entity, or nation.

Buyer's full, legal, and complete name(s) is Westco Properties, LLC. Buyer is not known as, and does not employ any other names or aliases. Buyer shall deliver to Seller such proof of identity that Seller may reasonably require.

23. CLOSING DATE. Subject to the fulfillment or waiver of the conditions hereof, and provided that all of the covenants, representations and warranties of Seller are true and correct on the closing date as though made on such date, the closing of the purchase and sale shall take place on or before June 24th, 2015. The closing shall take place at the offices of Title Company or at such other place as Seller and Buyer may mutually

determine. Actual possession of the Premises shall be delivered to Buyer on the Closing Date.

If the Buyer requests the Seller to extend the Closing Date to a date later than June 24th, 2015 for reasons that prevent the closing to occur that are not caused by the Seller, the Earnest Money previously deposited into the specified Escrow account shall be paid to the Seller in scheduled monthly installments. Such monthly installments will be paid as follows: at the end of each month that extends past the original Closing Date of **June 24th, 2015**, \$1,000 of the initial Earnest Money will be released to the Seller, for a maximum of three total months. Any Earnest Money released will be deducted from the purchase price of this real property. In the event this property does not close, the Earnest Money released due to a Closing Date Extension will be forfeited and become property of the Seller

24. SELLERS OBLIGATION AT CLOSING. At or prior to the Closing date, **Seller** shall:

- A.** Deliver to Buyer, Seller's duly recordable General Warranty Deed (the "Deed") to the Premises (in a form reasonably satisfactory to Buyer) conveying to Buyer Marketable Fee Simple Title to the Premises and all rights appurtenant thereto, subject only to the Permitted Exceptions.
- B.** Cause to be furnished and delivered to Buyer the ALTA (Form 6/17/06) Owner's Title Insurance Policy in conformity with the requirements of this Agreement, or a "marked-up" Commitment in form acceptable to Buyer.
- C.** Deliver to Buyer, Title Company's standard affidavit of Seller, confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code.
- D.** Deliver to Buyer, Title Company's standard affidavit of Seller, in form and content sufficient to allow Title Company to delete the standard exceptions contained in Buyer's Owners Title Insurance Policy relative to (i) parties in possession, (ii) liens for labor, materials, or services, (iii) unrecorded easements or other instruments and (iv) the gap between date of title commitment and the recording date of the Deed.
- E.** Deliver to Buyer, a certificate confirming that the representations and warranties set forth in Section 4 of this Agreement are true and correct as of the Closing Date as though made as of such date.
- F.** Deliver to Buyer, such other documents as may be reasonably required by this Agreement (including, without limitation, authorizing resolutions of Seller), all in a form reasonably satisfactory to Buyer, Seller and Title Company.
- G.** An assignment, in a form and substance acceptable to Buyer, of all assignable warranties, guarantees, permits, licenses, certificates and franchises applicable or relating to the Premises.

26. CLOSING COSTS. The following costs and expenses shall be paid as follows in connection with the closing:

A. Seller shall pay:

1. The cost to prepare and deliver to Buyer the Commitment (including, without limitation, the cost of any title search and exam by Title Company); all fees to record all of the documents necessary to permit Seller to convey Marketable Fee Simple Title to the Premises to Buyer (other than the fee to record the Deed); the cost of any endorsements necessary to convey Marketable Fee Simple Title to Buyer; and one-half (1/2) of the closing fee charged by Title Company.
2. Any state, county or municipal deed tax, excise tax or transfer fee imposed on the conveyance, and any fees and costs incurred by Seller or necessary to subdivide the Premises from other real property into a separate tax parcel.
3. Any deferred or delinquent real estate taxes or utilities and Seller's pro-rata share of those costs and expenses set forth in Section 27.
4. All special assessments existing through and including the Closing Date, whether levied, pending, deferred or assessed, including without limitation, the unpaid balance of special assessments and/or installments of special assessments certified for payment to the real estate taxes, except all special assessments that become levied or pending after the Closing Date.
5. The cost of the ALTA survey.
6. The brokerage fee of Broker pursuant to Section 7.
7. Attorneys' fees and costs of Seller's attorneys.

B. Buyer shall pay:

1. The documentary fee necessary to record the Deed.
2. The premium for the Owners Title Insurance Policy, any Lender's policy of title insurance.
3. One-half (1/2) of the closing fee and all of the escrow fee charged by Title Company.
4. All special assessments levied or pending after the Closing Date.

5. Attorneys' fees and costs of Buyer's attorneys.

6. Balance of the purchase price.

C. The terms of this Section 26 shall survive the closing of the transaction contemplated herein.

27. PRORATIONS. The following prorations shall be made as of the Closing Date:

A. Real estate taxes (excluding any outstanding special assessments and/or installments of special assessments certified to the real estate taxes for payment Seller is obligated to pay pursuant to Section 26 hereof) allocable to the Premises that are due and payable in the year of closing shall be prorated between Seller and Buyer to the Closing Date. Seller shall pay all such real estate taxes due and payable in years prior to the year of closing. Buyer shall assume responsibility for the payment of all such taxes due and payable in years subsequent to the year of closing. If, as of the Closing Date, the Premises is not assessed for purposes of property taxation separately from all other real property, then the real estate taxes for the total tax parcel shall be paid in full at closing, and the amount of taxes allocable to the Premises shall be determined based upon the ratio that the square footage of the Premises bears to the square footage of all the real property within the total tax parcel.

B. The terms of this Section 27 shall survive the closing of the transaction contemplated herein.

28. REMEDIES.

A. Seller Default. In the event Seller defaults under this Agreement and such default is not cured within 15 days after the date Buyer provides Seller written notice specifying such default, Buyer, as its sole and exclusive remedy, may either (a) seek specific performance of this Agreement provided such action is commenced within sixty (60) days after Seller's 15-day cure period, or (b) terminate this Agreement and receive a refund of all Earnest Money and any accrued interest thereon. In no event shall Seller be liable to Buyer for damages under this Agreement, or liable to Buyer for other costs and expenses incurred by Buyer in its investigation of the Premises.

B. Buyer Default. If Buyer defaults in the performance of this Agreement, Seller's sole and exclusive remedy shall be to cancel this Agreement by delivering written notice of such default to Buyer ("Seller's Default Notice"), in which event Buyer shall have the opportunity to cure such default within 15 days after receipt of Seller's Default Notice, and if Buyer fails to timely cure such default after receipt of Seller's Default Notice, then this Agreement shall be deemed canceled without further action between the parties and the Escrow Agent shall deliver all of the Earnest Money to Seller as liquidated damages, it being the understanding and

agreement of the parties that it would be impractical or extremely difficult to determine the actual damages to Seller in the event of Buyer's default, and that the Earnest Money is a reasonable estimate of the damages which Seller would incur as a result of Buyer's default hereunder.

29. ESCROW. Title One, Inc., 7533 Sunwood Drive N.W., Suite 207, Ramsey, Minnesota, (“Escrow Agent”) Escrow Agent is authorized and agrees by acceptance thereof to promptly deposit the Earnest Money as provided herein and to hold same in escrow and to disburse the same in accordance with the terms and conditions of this Agreement. The sole duties of Escrow Agent regarding the Earnest Money shall be those described herein, and Escrow Agent shall be under no obligation to determine whether the other parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said parties. Escrow Agent may conclusively rely upon and shall be protected in acting upon any written notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper party or parties to this Agreement. Escrow Agent shall have no duty or liability to verify any such written notice, consent, order or other document, and its sole responsibility shall be to act as expressly set forth in this Agreement. Escrow Agent shall be under no obligation to institute or defend any action, suit or proceeding in connection with this Agreement. If Buyer and Seller execute any separate escrow instructions or an escrow agreement with Escrow Agent, then in the event of a conflict between the terms of such escrow instructions or escrow agreement and the terms of this Agreement, the terms of this Agreement shall control. Escrow Agent shall also execute this Agreement solely for the purpose of acknowledging its agreement with and understanding of the terms of this Section 29 and the other provisions of this Agreement relative to receipt, escrow, investment and disbursement of the Earnest Money. Failure of Escrow Agent to execute this Agreement shall not affect the validity of this Agreement as between Seller and Buyer.

30. TIME FOR ACCEPTANCE. The Agreement, when duly executed by all of the parties hereto, shall be binding upon the parties hereto, their heirs, representatives, successors and assigns. In the event this Agreement has not been duly executed by Seller and delivered to Buyer or its agent on or before **February 11th, 2015 at 5:00 p.m. Central standard time**, then the offer herein made by Buyer shall automatically and unconditionally terminate and this Agreement shall be null and void, and Escrow Agent shall immediately return to Buyer the Earnest Money.

31. MISCELLANEOUS. The following general provisions govern the Agreement:

- A. No Waivers. The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.
- B. Time of Essence. Time is of the essence of this Agreement.
- C. Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Minnesota and the parties

hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the State of Minnesota.

- D. Notices.** All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person, the next business day after being sent by reputable overnight commercial courier (e.g. U.P.S. or Federal Express), sent by facsimile (with verification of receipt) or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

TO SELLER:

City Administrator
City of Ramsey
7550 Sunwood Drive N.W.
Ramsey, MN 55303

TO BUYER:

Derek West
24 Restore
6615 141st Ave. N.W.
Ramsey, MN 55303

In the event either party delivers a notice by facsimile, as set forth above, such party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by facsimile, provided that the procedures set forth above are fully complied with.

Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

- E. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. This Agreement may not be assigned or transferred without consent of the other party.
- F. Invalidity.** If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.
- G. Complete Agreement.** All understandings and agreements heretofore had between the parties are merged into this Agreement which alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to Purchaser at closing.
- H. Counterparts.** This Agreement may be executed in one or more counterparts each of which when so executed and delivered shall be an original, but together shall constitute one and the same instrument.

I. Calculation of Time Periods. Unless otherwise specifically provided herein, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Minnesota, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of such period shall be deemed to end at 5:00 p.m.

J. Attorneys' Fees. If any dispute arises between the parties regarding this Agreement or the subject matter thereof, the prevailing party in any court action, administrative proceeding or alternative dispute resolution commenced or maintained to resolve such dispute, shall be entitled to an award of reasonable attorneys' fees, disbursements and court costs in addition to any other remedy to which the parties are entitled.

K.

By the signatures below, both the Buyer and Seller agree to the above terms.

**SELLER: The City of Ramsey, Minnesota BUYER: WESTCO Properties,
LLC**

_____ date: _____ date: _____
_____ date: _____

ESCROW AGENT:

By: _____ Date: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

UNPLATTED CITY OF RAMSEY ALL THAT PART OF THE N 200 FT OF THE S 233 FT OF THE S1/2 OF SE1/4 OF SEC 273225 ANOKA CNTY, MN LYING W OF THE E 1146 FT THEREOF & LYING E OF A LINE PRLI WITH THE E LINE OF SAID S1/2 OF SE1/4 DRAWN NLY FROM A POINT ON THE S LINE OF SAID S1/2 OF SE1/4 A DIST OF 266.00 FT E OF THE NW CORNER OF LOT 1 OF THE DULY RECORDED PLAT OF AUD SUB NO 30 SAID ANOKA CNTY SAID 266 FT BEING MEAS AT RIGHT ANGLES TO THE W LINE OF SAID LOT 1 TOG WITH AN EASE FOR RD PURP OFVER THE S 33 FT OF THE E 1146 FT OF THE S1/2 OF SE1/4

Anoka County PID# 27-32-25-44-0003

NOTE: The precise legal description of the Land is to be confirmed by the Title Evidence. It is the intent of the parties that the Land consists of the real property owned by Seller commonly known as 6590 141st Ave NW in Ramsey, Minnesota. In the event that the correct description of the Land established in the Title Evidence should differ from the description of the Land set forth above in this *Exhibit A*, the description set forth in the Title Evidence shall be deemed to govern and replace the description set forth above.

EXHIBIT A-1

DEPICTION OF PREMISES

6590 141st Avenue NW



EXHIBIT B
Permitted Encumbrances

- 1) Building and zoning laws, ordinances, state and federal regulations;
- 2) Restrictions relating to use or improvement of the Property without effective forfeiture provision;
- 3) Reservation of any minerals or mineral rights to the State of Minnesota;
- 4) Utility and other easements of record which do not adversely interfere with Buyer's intended use of the Property; and
- 5) Any exception to title or survey waived or approved by Buyer in writing.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into as of this ~~22nd~~ ^{12th} day of **January**, 2015 (the "Effective Date") between, ~~The Housing and Redevelopment Authority~~ The City of Ramsey, a Minnesota municipal corporation, ("Seller"), and WESTCO Properties, LLC, a Minnesota limited liability company ("Buyer").

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In consideration of the covenants and agreements contained herein, the parties agree as follows:

1. PREMISES. Subject to compliance with the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller, the following (~~collectively~~, the "Premises"):

~~A.~~ The real property located **6590 141st Avenue NW, Ramsey**, County of **Anoka**, State of **Minnesota**, comprising **PID # 27-32-25-44-0003**, legally described in **EXHIBIT A** attached hereto and depicted on **EXHIBIT A-1** attached hereto, together with all easements, tenements, hereditaments, and appurtenances belonging thereto (the "Land"); ~~and.~~

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2. PURCHASE PRICE. The purchase price shall be **\$985,000.00** Buyer will pay upon the following terms:

A. \$3,000.00 Earnest money. The Earnest Money shall be placed and held by Escrow Agent in its commercial interest bearing account in accordance with the terms of this Agreement and shall be credited against the Purchase Price in favor of Buyer at closing. Any and all interest accruing on the Earnest Money pursuant to this Agreement shall be paid to Buyer and shall accrue solely for Buyer's benefit. If Buyer provides Seller with written notice of Buyer's waiver or satisfaction of all the conditions to closing set forth in Section 5 of this Agreement, then the Earnest Money shall be deemed non-refundable to Buyer, except as otherwise provided in Sections 3.D, 5, 6, 9, 16, 18, 19, 28.A or elsewhere in this Agreement.

Commented [JL1]: Escrow Agent is not defined.

B. ~~\$82,000.00~~ \$2,000.00 Cash, the balance of the Purchase Price shall be paid (subject to prorations, reductions and credits as provided below) by wire transfer, certified check or cashier's check at the closing.

3. TITLE TO BE DELIVERED: COMMITMENT: SURVEY: TITLE OBJECTIONS.

A. Title To Be Delivered. At closing, **Seller** agrees to convey Marketable Fee Simple Title to the Premises. For purposes of this Agreement, the term "Marketable Fee Simple Title" means title to the Premises that, when acquired by Buyer, will be insurable by the Title Company under its current form ALTA

Commented [JL2]: Title Company is not defined.

Owner's Title Insurance Policy and is also free and clear of all liens, encumbrances, easements, covenants, conditions restrictions adverse claims and other matters, other than the Permitted Exceptions (defined on Exhibit B attached hereto and made a part hereof).

- B. Commitment.** As soon hereafter as reasonably possible, **Seller**, at its sole cost and expense, shall cause to be issued and delivered to Buyer, a Commitment covering the Premises issued by the Title Company wherein the Title Company agrees to issue to Buyer upon the recording of the Deed, (defined herein) and the conveyance documents described herein, a current form of ALTA Owner's Title Insurance Policy ("Commitment"), with standard coverage, in the full amount of the purchase price. The Commitment shall be accompanied by copies of all recorded documents affecting the Premises, and shall include searches for real estate taxes and pending and levied special assessments. **Buyer** shall deliver a copy of the Survey (defined herein) to Title Company so that the initial Commitment may be amended or supplemented to contain any survey exceptions to title.
- C. Survey.** **Seller**, at its sole cost and expense, shall provide a current ALTA/ACSM Land Title Survey ("Survey") of the Premises prepared by a duly licensed land surveyor in the State of Minnesota.
- D. Title Objections.** **Buyer** shall have until thirty (30) days from the date it receives the latter of the Commitment or Survey (or any update or supplement thereto) to make its objections to matters disclosed in the Commitment or Survey (or any update or supplement thereto) in writing to Seller. Any exception disclosed in the Commitment or Survey (or any update or supplement thereto) and not timely objected to by Buyer within the thirty (30) day period shall be deemed a "Permitted Exception" hereunder. Seller shall have until thirty (30) days after it receives such objections to have the same removed or satisfied, using commercially reasonable efforts, or Title Company agrees to insure over said defect based on Seller's Letter of Undertaking. If Seller shall fail to have such objections removed within that time, then Buyer may, as its sole remedy, either (a) terminate this Agreement without any liability on its part and receive the Earnest Money (together with any accrued interest) back, (b) waive such objections in writing and proceed to closing with the understanding that such uncured objections shall be deemed Permitted Exceptions at closing, or (c) attempt to cure such uncured objections, in which event Buyer shall have an additional thirty (30) days to attempt to cure such objections, and if Buyer is not successful in curing such objections, Buyer shall then have the right to either terminate this Agreement pursuant to clause (a) above, or waive such objections pursuant to clause (b) above. Seller shall use reasonable efforts to cure or have Title insure over (i) mortgage or deed of trust financing or similar liens given for security or collateral purposes, (ii) state, federal or local tax liens or liens for the nonpayment of special assessments, and (iii) any other judgment liens or non-consensual monetary liens (collectively, "Liens"), it being the understanding and agreement that any such Liens will be satisfied out of Seller's proceeds at closing, if not sooner paid.

4. REPRESENTATIONS AND WARRANTIES. As an inducement to Buyer to enter into this Agreement, and as part of the consideration therefore, Seller represents and warrants to and covenants with Buyer that:

- A. Seller has Marketable Fee Simple Interest to the Premises.
- B. Each of the persons executing this Agreement on behalf of Seller does hereby represent and warrant that the execution and delivery of this Agreement by Seller will not constitute a default under any indenture, agreement, contract, mortgage or other instrument to which Seller is a party.
- C. ~~Seller warrants that~~ To the best of the Seller's knowledge, there are no underground storage tanks on the Premises.
- D. Seller has not used the Premises for storage or disposal of hazardous substances and Seller has no actual knowledge that any other persons have so used the Premises.
- E. Seller has received no notice of any violation of any zoning, building, health and safety, fire safety and environmental codes and laws from the **City of Ramsey**, or other local authority.
- F. Seller has received no notice of a violation of any statutes, ordinances, regulations, judicial decrees or orders, or the pendency of any lawsuits, administrative or arbitration hearings or governmental investigations or proceedings affecting the Premises.
- G. To the best of Seller's knowledge, there are no environmental proceedings, applications, petitions, resolutions, or other matters pending before any governmental agency, which would affect the Premises in any manner.
- H. To the best of Seller's knowledge there are no environmental proceedings, applications, petitions, court pleadings, resolutions, investigations, by public or private agencies, or other matters pending which could prohibit, impede, delay, or adversely, affect the use of the Premises.
- I. The Premises will, as of the date of closing, be free and clear of all liens, security interests, encumbrances, leases or other restrictions or objections to title other than the Permitted Exceptions.
- J. The Premises is not within a flood zone.
- K. Seller is not a "foreign person," "foreign partnership," "foreign trust," or "foreign estate" as defined in Section 1445 of the Internal Revenue Code.
- L. The sale of the Premises is not subject to any withholding requirements imposed by the Internal Revenue Code, including, without limitation, Section 1445(F)(3).
- M. To the best of Seller's knowledge the Premises is served by municipal water and sewer. ~~Gas, electric, and telephone service, lines and systems (collectively, "Utilities") are or will be available and installed to the property line of the Premises through public right of ways, public utility easements or valid private, perpetual, appurtenant, irrevocable easements assignable to Buyer, on or before closing at Seller's sole expense.~~
- N. There are no management, maintenance or service contracts, leases, licenses, purchase agreements, purchase options, rights of first refusal, or other unrecorded agreements affecting the Premises that will survive closing. Seller agrees not to enter into any new, or modify any existing, written or oral service contracts, leases, licenses or other recorded or unrecorded agreements affecting the

Premises hereafter without Buyer's prior written consent which may be withheld in Buyer's reasonable discretion.

The representations and warranties set forth in this Section 4 shall be continuing and shall be true and correct on and as of the closing date with the same force and effect as if made at that time and all such representations, warranties and covenants shall survive closing for a period of six (6) months and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto and shall not merge into Seller's deed being delivered at closing. Seller agrees to indemnify and hold Buyer harmless from and against and to reimburse Buyer with respect to any and all claims, demands, causes of action, loss, damage, liabilities, and costs (including attorney's fees and court costs) asserted against or incurred by Buyer by reason of or arising out of the breach of any representation, warranty or covenant as set forth in this Section 4 for a period of six (6) months after closing.

5. BUYER'S CONTINGENCIES. Unless waived by Buyer in writing, Buyers obligation to purchase the Premises shall be subject to Buyer being able to satisfy the following contingencies on or before closing. The sufficiency of the contingencies will be determined by Buyer, in Buyer's sole discretion. If any of these conditions is not satisfied by the date herein, Buyer, has the option to terminate this Agreement by giving written notice of termination to Seller by 5:00 p.m. on the date thereof, time being of the essence, in which case Buyer and Seller must sign a Cancellation of Purchase Agreement and all earnest money will be returned to the Buyer within five (5) business days. Buyer may waive any condition in Buyer's sole and absolute discretion. The failure of Buyer to terminate the Agreement by the date provided in each of the following contingencies shall be a waiver of the condition:

- A. The ability of Seller to convey marketable fee title to the Premises, free and clear of any and all liens.
- B. Buyer to obtain suitable financing in a form and amount acceptable to Buyer in it's sole discretion by ~~June 18th~~^{May 27th}, 2015.
- C. Buyer to receive ~~site plan and plat approval~~^{all necessary and appropriate City approvals} for the construction of a building of Buyer's design on the property by ~~June 18th~~^{May 27th}, 2015.
- D. Buyer shall review ~~all the documentation~~^{receive the ALTA survey} required from Seller ~~as detailed in Paragraph 14~~^{by March 26th} ~~February 18th, 2015~~^{or thirty (30) days from actual receipt of requested materials.}

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6. PERMITTED ACCESS AND INSPECTION. Buyer's performance of this Agreement is expressly conditioned upon Buyer's inspection and approval of the Premises, which inspection shall be made within 30 days after the "Effective" Date. During the term of such inspection, Buyer and its authorized representatives shall be permitted access to the Premises at reasonable times for the purposes of architectural inspection and design studies, and such soil borings and environmental assessment as are deemed necessary by Buyer. Buyer agrees to indemnify and defend Seller from, and to hold Seller harmless against any and all claims, causes of action or expenses, including attorney's fee, relating to or arising from Buyer's presence on the Premises prior to the Closing Date. Buyer agrees to repair any damage to the Premises caused by such inspections and to return the Premises to substantially the same condition as existed prior to Buyer's inspection. If said inspection

is, in Buyer's sole discretion, unsatisfactory to Buyer, Buyer shall notify Seller of the same in writing prior to five (5) days from date thereof and this Agreement shall be null and void and all Earnest Money shall be refunded to Buyer within five (5) business days of such notice. Failure of the Buyer to provide this written notice within the prescribed time shall be a waiver of this condition.

7. **REAL ESTATE FEES.** Seller agrees to pay real estate commissions, at closing, in the amount of three and one half percent (3.5%) of the purchase price to Buyer's Broker, Premier Commercial Properties, Inc. ~~Buyer.~~ Seller is represented by CBRE and will be paid, at closing, in the amount of three and one half percent (3.5%) of the purchase price. Buyer and Seller acknowledge no other Brokers in this transaction.

8. **DUAL AGENCY.** PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

XX Dual Agency representation **DOES NOT** apply in this transaction.

Dual Agency representation **DOES** apply in this transaction. .

Broker represents both the Seller(s) and the Buyer(s) of the Premises involved in this transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. **Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).** Seller(s) and Buyer(s) acknowledge that :

- (1) confidential information communicated to Broker which regards price, terms or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker, in writing, to disclose this information. Other information will be shared;
- (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
- (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of the sale.

With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

(Seller)

(Buyer)

(Seller)

(Buyer)

(Date)

(Date)

9. HAZARDOUS WASTE AND TOXIC SUBSTANCES. Seller will provide copies all information to Buyer, within 10 days, of any Phase I and/or Phase II or any other Environmental tests that have been performed on the Premises within the last twenty four (24) months of the Effective Date.

The Buyer, at its' own expense, may perform additional environmental testing to confirm that the Premises are free and clear of any hazardous wastes or toxic substances. If such tests determine that said Premises are contaminated and Seller does not correct said contamination, this Agreement shall be voidable, at Buyer's option, by written notice by Buyer to Seller of same prior to the Closing Date and all earnest money refunded to the Buyer and Buyer shall have no further recourse against Seller.

~~10. **LIKE KIND EXCHANGE.** Buyer acknowledges that Seller may elect to structure the sale of the Premises as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Buyer further acknowledges and agrees that Seller may assign all of Seller's rights and obligations hereunder to an exchange intermediary; provided, such assignment shall not be deemed a release of Seller from any obligations hereunder. Buyer agrees to cooperate with Seller in response to Seller's reasonable requirements in connection with such exchange; provided that Buyer shall not be required to incur additional cost or liability, in connection therewith.~~

~~11.~~**10. REPRESENTATIONS OF BUYER.** The party signing this Agreement on behalf of Buyer, hereby represent and warrant to Seller that such persons have all authority to sign this Agreement on behalf of Buyer.

~~12.~~**11. REPRESENTATIONS OF SELLER.** The party signing this Agreement on behalf of Seller, hereby represent and warrant to Buyer that such persons have all authority to sign this Agreement on behalf of Seller.

~~13.~~**12. PERSONAL PROPERTY.** This paragraph intentionally omitted.

~~14. **DOCUMENTATION TO BUYER.** Within ten (10) days after the Effective Date, Seller shall deliver to Buyer, at no cost to Buyer, complete and accurate copies of the following:~~

~~A. A copy of the current property tax statement year 2015.~~

~~15.~~**13. B. A current Property ALTA survey.** This paragraph intentionally omitted.

Commented [JL3]: Tax statements are publicly available online. The survey is already dealt with in ¶ 3(C).

~~16.~~**14. SECURITY DEPOSITS.** This paragraph intentionally omitted.

~~17.~~**15. LEAD AND ASBESTOS DISCLOSURE.** This paragraph intentionally omitted.

~~18.~~**16. SELLER'S DUTY OF MAINTENANCE AND REPAIR.** Between the date hereof and the date of closing, except for Buyer's indemnification obligations set forth in Section 6, Seller shall have the full responsibility and the entire liability for any and all damages or injury of any kind whatsoever to the Premises, the Improvements thereon, and

all persons, whether employees or otherwise, and all property from and connected to the Premises. Seller agrees to keep the Premises continually insured during the term of this Agreement under a policies of (i) commercial general liability insurance with policy limits of not less than \$1,000,000 per incident, and (ii) fire, hazard and all risk property insurance in amount equal to one hundred percent (100%) of the replacement value of the Improvements. Until the closing, Seller shall have the full responsibility for the continued operation, maintenance and repair of the Premises, normal wear and tear excluded.

19-17. CONDEMNATION. If, prior to the closing, the Premises shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Buyer, at its sole discretion, shall have the right to terminate this Agreement upon written notice to Seller without liability on its part by so notifying Seller and the Earnest Money (with ant accrued interest) shall be refunded to Buyer. If Buyer does not exercise its right of termination, (i) any and all proceeds arising out of any such eminent domain or taking shall be held in trust by Seller for the benefit of Buyer and paid to Buyer at closing; and (ii) the "Premises" shall thereafter be defined to mean the Premises less the portion taken by eminent domain or condemnation. In no event shall the Purchase Price be increased by the amount of any such proceeds.

20-18. CASUALTY. If, prior to the closing, the Premises or the Improvements are materially damaged or destroyed, Buyer, at its sole discretion, shall have the right to terminate this Agreement upon written notice to Seller without liability on its part by so notifying Seller and the Earnest Money (with any accrued interest) shall be refunded to Buyer. If the Premises or Improvements are not materially damaged or destroyed or Buyer does not exercise its right of termination, Seller shall proceed forthwith to repair the damage to the Premises and Improvements and any and all proceeds arising out of such damage or destruction, if the same be insured, shall be held in trust by Seller for the benefit of such repair. In no event shall the Purchase Price be increased by the amount of any such proceeds. The words "materially damaged or destroyed" for the purposes of this Section 19 shall mean the Premises incurs damage in excess of \$50,000.00 and said damage cannot be repaired on or prior to closing.

21-19. AS IS PURCHASE. Buyer acknowledges that the Premises being purchased by Buyer, together with the other improvements, fixtures, appliances and other items of Personal Property that will remain with the Premises are not new, and are being purchased "AS IS." Buyer has the right and duty to inspect the Premises and Personal Property being purchased with the Premises, or have them inspected by a person of Buyer's choice, at Buyer's expense. It is understood by the Buyer that the Buyer accepts the Premises and Personal Property "AS IS" without any Representations or Warranties by the Seller except as expressly stated in this Agreement. Except as expressly provided in this Agreement, the Seller shall have no further responsibility or liability with respect to the condition of the Premises or Personal Property being sold with the Premises. This provision shall survive the delivery of the General Warranty Deed at Closing.

22-20. DISCLOSURE. This paragraph intentionally omitted.

23-21. INVENTORY. This paragraph intentionally omitted.

24.22. PATRIOT ACT. Buyer is not named, and is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub L 107-56, 115 Stat 272 ("USA Patriot Act"), Executive Order # 13224 or any other Executive Order or the United States Treasury Department as a terrorist, "Specially Designated Nation and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control. Buyer is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group entity, or nation.

Buyer's full, legal, and complete name(s) is/are _____Westco Properties, LLC. Buyer is not known as, and does not employ any other names or aliases. Buyer shall deliver to Seller such proof of identity that Seller may reasonably require.

23. CLOSING DATE. Subject to the fulfillment or waiver of the conditions hereof, and provided that all of the covenants, representations and warranties of Seller are true and correct on the closing date as though made on such date, the closing of the purchase and sale shall take place on or before ~~June 24th~~ ~~April 7th~~, 2015. The closing shall take place at the offices of Title Company or at such other place as Seller and Buyer may mutually determine. Actual possession of the Premises shall be delivered to Buyer on the Closing Date.

If the Buyer requests the Seller to extend the Closing Date to a date specified that is later than June 24th, 2015 for reasons that prevent the closing to occur that are not caused by the Seller, the Earnest Money previously deposited into the specified Escrow account shall be paid to the Seller in scheduled monthly installments. Such monthly installments will be paid as follows: at the end of each month that extends past the original Closing Date of June 24th, 2015, \$1,000 of the initial Earnest Money will be released to the Seller; for a maximum of three total months. Any Earnest Money released will be deducted from the purchase price of this real property. In the event this property does not close, the Earnest Money released due to a Closing Date Extension will be forfeited and become property of the Seller

~~25.~~

26.24. SELLERS OBLIGATION AT CLOSING. At or prior to the Closing date, Seller shall:

- A. Deliver to Buyer, Seller's duly recordable General Warranty Deed (the "Deed") to the Premises (in a form reasonably satisfactory to Buyer) conveying to Buyer Marketable Fee Simple Title to the Premises and all rights appurtenant thereto, subject only to the Permitted Exceptions.
- B. Cause to be furnished and delivered to Buyer the ALTA (Form 6/17/06) Owner's Title Insurance Policy in conformity with the requirements of this Agreement, or a "marked-up" Commitment in form acceptable to Buyer.

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- C. Deliver to Buyer, Title Company's standard affidavit of Seller, confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code.
- D. Deliver to Buyer, Title Company's standard affidavit of Seller, in form and content sufficient to allow Title Company to delete the standard exceptions contained in Buyer's Owners Title Insurance Policy relative to (i) parties in possession, (ii) liens for labor, materials, or services, (iii) unrecorded easements or other instruments and (iv) the gap between date of title commitment and the recording date of the Deed.
- E. Deliver to Buyer, a certificate confirming that the representations and warranties set forth in Section 4 of this Agreement are true and correct as of the Closing Date as though made as of such date.
- F. Deliver to Buyer, such other documents as may be reasonably required by this Agreement (including, without limitation, authorizing resolutions of Seller), all in a form reasonably satisfactory to Buyer, Seller and Title Company.
- G. An assignment, in a form and substance acceptable to Buyer, of all assignable warranties, guarantees, permits, licenses, certificates and franchises applicable or relating to the Premises.

~~H. An ALTA/ACSM Land Title Survey of the Premises~~

26. CLOSING COSTS. The following costs and expenses shall be paid as follows in connection with the closing:

A. Seller shall pay:

1. The cost to prepare and deliver to Buyer the Commitment (including, without limitation, the cost of any title search and exam by Title Company); all fees to record all of the documents necessary to permit Seller to convey Marketable Fee Simple Title to the Premises to Buyer (other than the fee to record the Deed); the cost of any endorsements necessary to convey Marketable Fee Simple Title to Buyer; and one-half (1/2) of the closing fee charged by Title Company.
2. Any state, county or municipal deed tax, excise tax or transfer fee imposed on the conveyance, and any fees and costs incurred by Seller or necessary to subdivide the Premises from other real property into a separate tax parcel.
3. Any deferred or delinquent real estate taxes or utilities and Seller's pro-rata share of those costs and expenses set forth in Section 27.
4. All special assessments existing through and including the Closing Date, whether levied, pending, deferred or assessed, including

without limitation, the unpaid balance of special assessments and/or installments of special assessments certified for payment to the real estate taxes, except all special assessments that become levied or pending after the Closing Date.

5. The cost of the ALTA survey.
6. The brokerage fee of Broker pursuant to Section 7.
7. Attorneys' fees and costs of Seller's attorneys.

B. Buyer shall pay:

1. The documentary fee necessary to record the Deed.
2. The premium for the Owners Title Insurance Policy, any Lender's policy of title insurance, and the Survey.
3. One-half (1/2) of the closing fee and all of the escrow fee charged by Title Company.
4. All special assessments levied or pending after the Closing Date.
5. Attorneys' fees and costs of Buyer's attorneys.
6. Balance of the purchase price.

C. The terms of this Section 26 shall survive the closing of the transaction contemplated herein.

27. PRORATIONS. The following prorations shall be made as of the Closing Date:

- A.** Real estate taxes (excluding any outstanding special assessments and/or installments of special assessments certified to the real estate taxes for payment Seller is obligated to pay pursuant to Section 26 hereof) allocable to the Premises that are due and payable in the year of closing shall be prorated between Seller and Buyer to the Closing Date. Seller shall pay all such real estate taxes due and payable in years prior to the year of closing. Buyer shall assume responsibility for the payment of all such taxes due and payable in years subsequent to the year of closing. If, as of the Closing Date, the Premises is not assessed for purposes of property taxation separately from all other real property, then the real estate taxes for the total tax parcel shall be paid in full at closing, and the amount of taxes allocable to the Premises shall be determined based upon the ratio that the square footage of the Premises bears to the square footage of all the real property within the total tax parcel.

- B. The terms of this Section 27 shall survive the closing of the transaction contemplated herein.

28. REMEDIES.

- A. Seller Default. In the event Seller defaults under this Agreement and such default is not cured within 15 days after the date Buyer provides Seller written notice specifying such default, Buyer, as its sole and exclusive remedy, may either (a) seek specific performance of this Agreement provided such action is commenced within sixty (60) days after Seller's 15-day cure period, or (b) terminate this Agreement and receive a refund of all Earnest Money and any accrued interest thereon. In no event shall Seller be liable to Buyer for damages under this Agreement, or liable to Buyer for other costs and expenses incurred by Buyer in its investigation of the Premises.
- B. Buyer Default. If Buyer defaults in the performance of this Agreement, Seller's sole and exclusive remedy shall be to cancel this Agreement by delivering written notice of such default to Buyer ("Seller's Default Notice"), in which event Buyer shall have the opportunity to cure such default within ~~thirty (30)~~15 days after receipt of Seller's Default Notice, and if Buyer fails to timely cure such default after receipt of Seller's Default Notice, then this Agreement shall be deemed canceled without further action between the parties and the Escrow Agent shall deliver all of the Earnest Money to Seller as liquidated damages, it being the understanding and agreement of the parties that it would be impractical or extremely difficult to determine the actual damages to Seller in the event of Buyer's default, and that the Earnest Money is a reasonable estimate of the damages which Seller would incur as a result of Buyer's default hereunder.

29. ESCROW. Title One, Inc., 7533 Sunwood Drive N.W., Suite 207, Ramsey, Minnesota, ("Escrow Agent") Escrow Agent is authorized and agrees by acceptance thereof to promptly deposit the Earnest Money as provided herein and to hold same in escrow and to disburse the same in accordance with the terms and conditions of this Agreement. The sole duties of Escrow Agent regarding the Earnest Money shall be those described herein, and Escrow Agent shall be under no obligation to determine whether the other parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said parties. Escrow Agent may conclusively rely upon and shall be protected in acting upon any written notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper party or parties to this Agreement. Escrow Agent shall have no duty or liability to verify any such written notice, consent, order or other document, and its sole responsibility shall be to act as expressly set forth in this Agreement. Escrow Agent shall be under no obligation to institute or defend any action, suit or proceeding in connection with this Agreement. If Buyer and Seller execute any separate escrow instructions or an escrow agreement with Escrow Agent, then in the event of a conflict between the terms of such escrow instructions or escrow agreement and the terms of this Agreement, the terms of this Agreement shall control. Escrow Agent shall also execute this Agreement solely for the purpose of acknowledging its agreement with and understanding of the terms of this Section 29 and the other provisions of this Agreement

relative to receipt, escrow, investment and disbursement of the Earnest Money. Failure of Escrow Agent to execute this Agreement shall not affect the validity of this Agreement as between Seller and Buyer.

30. TIME FOR ACCEPTANCE. The Agreement, when duly executed by all of the parties hereto, shall be binding upon the parties hereto, their heirs, representatives, successors and assigns. In the event this Agreement has not been duly executed by Seller and delivered to Buyer or its agent on or before ~~February 11th~~ ~~January 23rd~~, 2015 at 5:00 p.m. Central standard time, then the offer herein made by Buyer shall automatically and unconditionally terminate and this Agreement shall be null and void, and Escrow Agent shall immediately return to Buyer the Earnest Money.

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31. MISCELLANEOUS. The following general provisions govern the Agreement:

- A. No Waivers. The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. ~~Buyer, in its sole discretion may waive any right conferred upon Buyer by this Agreement; provided that such waiver shall only be made by Buyer giving Seller written notice specifically describing the right waived.~~
- B. Time of Essence. Time is of the essence of this Agreement.
- C. Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Minnesota and the parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the State of Minnesota.
- D. Notices. All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person, the next business day after being sent by reputable overnight commercial courier (e.g. U.P.S. or Federal Express), sent by facsimile (with verification of receipt) or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

TO SELLER:

TO BUYER:

City Administrator
City of Ramsey
7550 Sunwood Drive N.W.
Ramsey, MN 55303

Derek West
24 Restore
6615 141st Ave. N.W.
Ramsey, MN 55303

In the event either party delivers a notice by facsimile, as set forth above, such party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect

the deemed delivery of the notice by facsimile, provided that the procedures set forth above are fully complied with.

Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

- E. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. This Agreement may not be assigned or transferred ~~by Buyer at any time~~ without consent of ~~the other party, Seller, including, without limitation, to a lender of Buyer, provided the assignee agrees to be bound by the terms of this Agreement. Provided, however, any such assignment of this Agreement shall not release Buyer from liability under this Agreement.~~
- F. Invalidity.** If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.
- G. Complete Agreement.** All understandings and agreements heretofore had between the parties are merged into this Agreement which alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to Purchaser at closing.
- H. Counterparts.** This Agreement may be executed in one or more counterparts each of which when so executed and delivered shall be an original, but together shall constitute one and the same instrument.
- I. Calculation of Time Periods.** Unless otherwise specifically provided herein, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Minnesota, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of such period shall be deemed to end at 5:00 p.m.
- J. Attorneys' Fees.** If any dispute arises between the parties regarding this Agreement or the subject matter thereof, the prevailing party in any court action, administrative proceeding or alternative dispute resolution commenced or maintained to resolve such dispute, shall be entitled to an award of reasonable attorneys' fees, disbursements and court costs in addition to any other remedy to which the parties are entitled.

~~K. Survival. All of the warranties, covenants, and representations made herein by either Seller or Buyer shall survive closing and the delivery of the Deed to Buyer, or the earlier termination of this Agreement.~~

~~L. Confidentiality. During the executory period of this Agreement, Seller, including its agents and brokers, agrees not to negotiate with any third parties for the sale of the Premises and agrees to keep the existence and the terms of this Agreement confidential, except as is necessary for Seller's broker to assemble Purchase Agreements with adjoining land owners and not alter broker's duties to those clients.~~

By the signatures below, both the Buyer and Seller agree to the above terms.

SELLER: ~~The Housing and Redevelopment Authority City of Ramsey, Minnesota~~

BUYER: WESTCO Properties,
LLC

_____ date: _____ date: _____

_____ date: _____

ESCROW AGENT:

By: _____ **Date:** _____

Its: _____

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

UNPLATTED CITY OF RAMSEY ALL THAT PART OF THE N 200 FT OF THE S 233 FT OF THE S1/2 OF SE1/4 OF SEC 273225 ANOKA CNTY, MN LYING W OF THE E 1146 FT THEREOF & LYING E OF A LINE PRLL WITH THE E LINE OF SAID S1/2 OF SE1/4 DRAWN NLY FROM A POINT ON THE S LINE OF SAID S1/2 OF SE1/4 A DIST OF 266.00 FT E OF THE NW CORNER OF LOT 1 OF THE DULY RECORDED PLAT OF AUD SUB NO 30 SAID ANOKA CNTY SAID 266 FT BEING MEAS AT RIGHT ANGLES TO THE W LINE OF SAID LOT 1 TOG WITH AN EASE FOR RD PURP OVR THE S 33 FT OF THE E 1146 FT OF THE S1/2 OF SE1/4

Anoka County PID# 27-32-25-44-0003

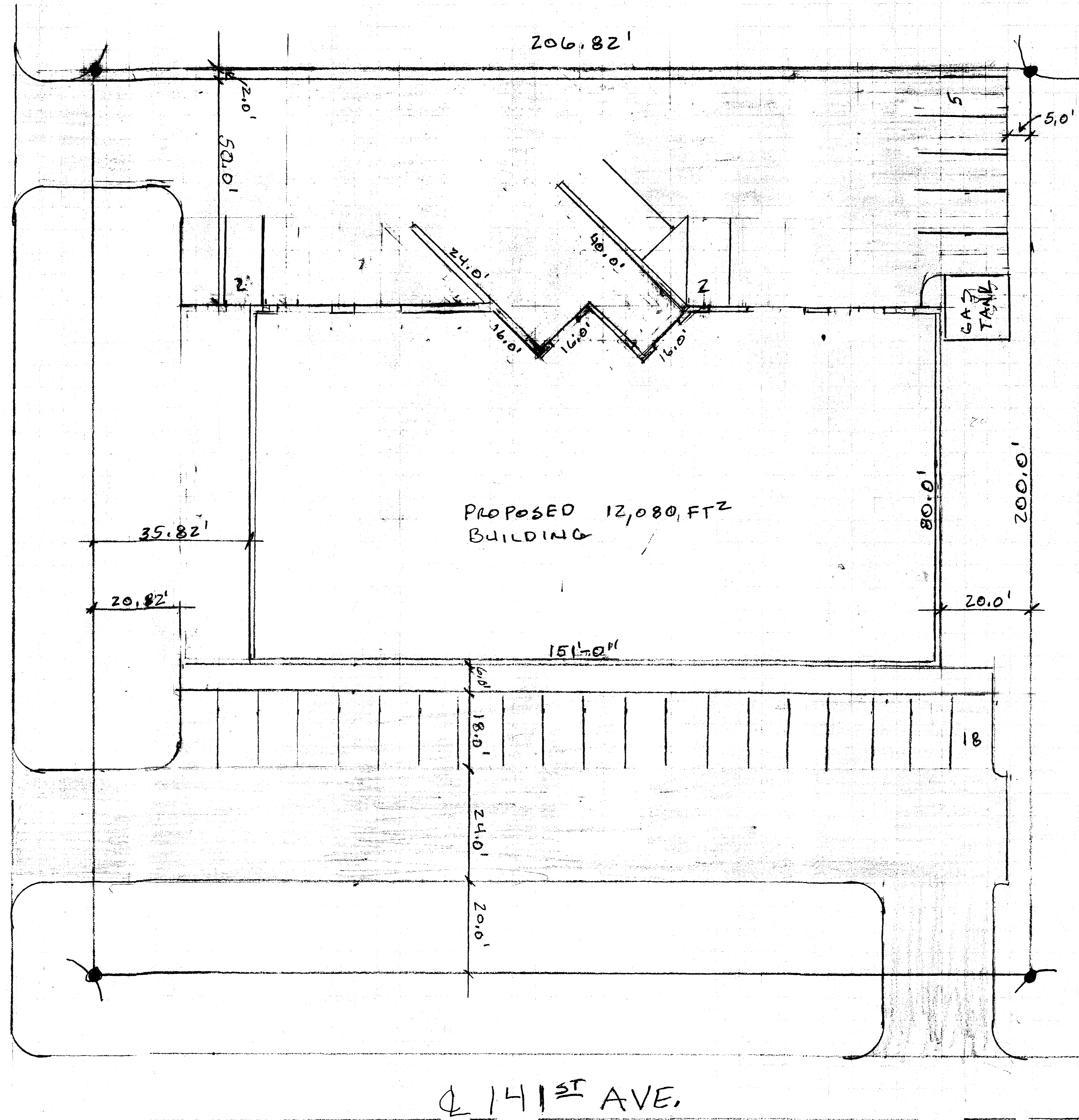
NOTE: The precise legal description of the Land is to be confirmed by the Title Evidence. It is the intent of the parties that the Land consists of the real property owned by Seller commonly known as 6590 141st Ave NW in Ramsey, Minnesota. In the event that the correct description of the Land established in the Title Evidence should differ from the description of the Land set forth above in this *Exhibit A*, the description set forth in the Title Evidence shall be deemed to govern and replace the description set forth above.

EXHIBIT A-1
DEPICTION OF PREMISES

EXHIBIT B
Permitted Encumbrances

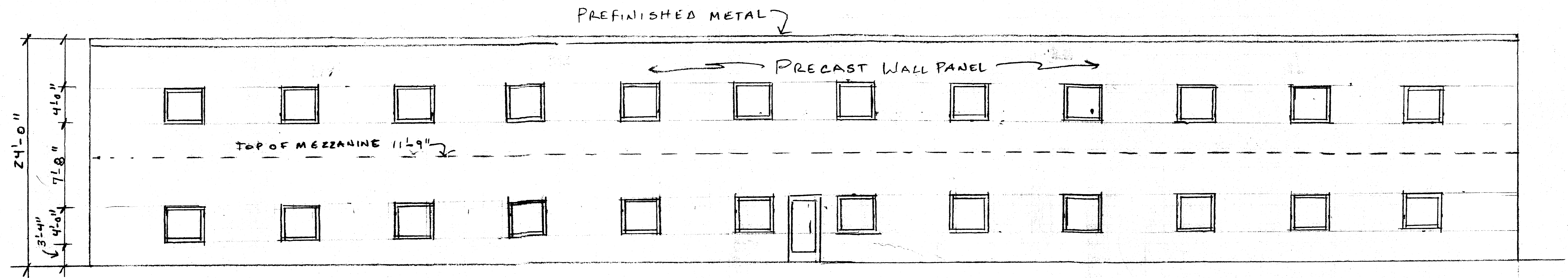
- 1) Building and zoning laws, ordinances, state and federal regulations;
- 2) Restrictions relating to use or improvement of the Property without effective forfeiture provision;
- 3) Reservation of any minerals or mineral rights to the State of Minnesota;
- 4) Utility and other easements of record which do not adversely interfere with Buyer's intended use of the Property; [and](#)
- 5) Any exception to title or survey waived or approved by Buyer in writing.

4 BASALT STREET

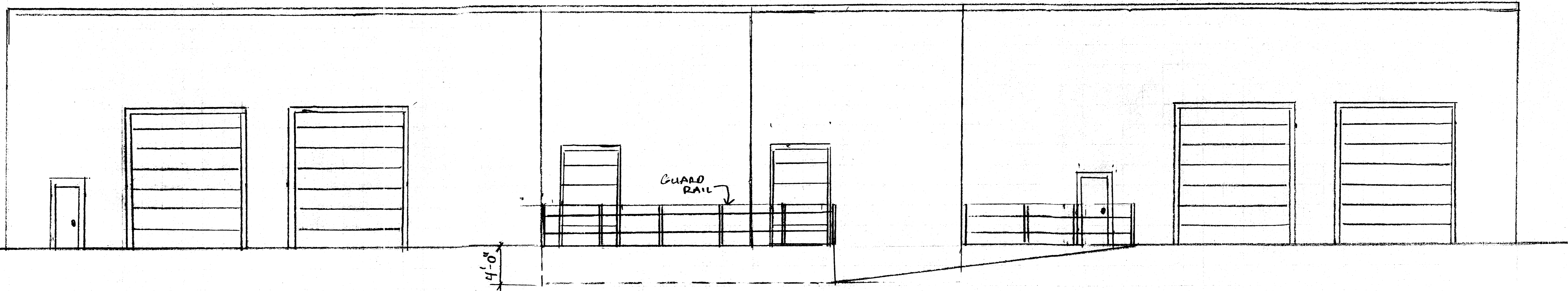


PROPOSED 13,024 FT² BLDG
FOR: 24 RESTORE
DRAWN BY: STONE CONST.
DATE: 1-17-15 P1 OF 3

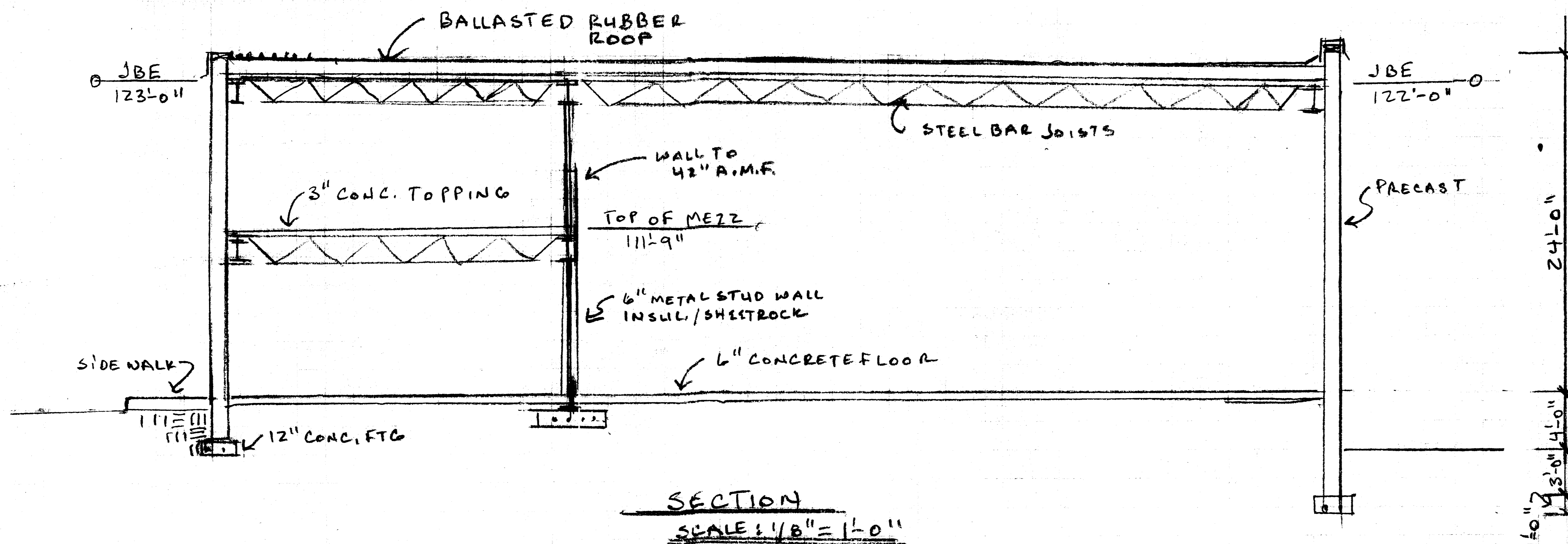
18'-0"
11'-4"



FRONT ELEVATION
SCALE 1/8" = 1'-0"



REAR ELEVATION
SCALE 1/8" = 1'-0"



SECTION
SCALE 1/8" = 1'-0"

POLICY FOR THE SALE OF CITY OWNED LAND

City of Ramsey, Anoka County, Minnesota

Adopted: February 24, 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; and shall be authorized to make counter offers to prospective buyers. 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/Initial Closing Date/ Due-Diligence Period

The initial 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. Earnest Money

The City shall require earnest money for all land transactions. City staff shall have the authority to negotiate an acceptable level of earnest money and provide a recommendation for EDA and City Council review. The required minimum earnest money shall be determined on a project-by-project basis.

C. 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. Staff will work with prospective buyer to develop a reasonable and attainable initial closing date; as outlined in Paragraph A above.

If the prospective buyer requests an extension to the initial closing date, 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.

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, business subsidy agreements, 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.

Tentative Schedule for 24 Restore (Minor Plat & Site Plan)
 Developer: 24 Restore
 Engineer: TBD

Process Notes: Minor Plat does not require a Preliminary Plat. Both options assume plans for Building Permit are being prepared before Site Plan Approval is granted.

Option 1: Applicant Submits FULL Application by March 5, 2015

Milestone	Date
Minor Plat & Site Plan: Start Design	2/1/15
Purchase Agreement: Approved by City	2/12/15
<u>Sketch Plan, Final Plat, and Site Plan: Submitted to City</u>	<u>3/5/15</u>
Sketch Plan, Final Plat, and Site Plan: Development Review Meeting	3/10/15
Sketch Plan, Final Plat, and Site Plan: Planning Commission Review	4/2/15
<u>Sketch Plan, Final Plat, and Site Plan: City Council Review</u>	<u>4/28/15</u>
Building Permit: Submit for Plan Review	5/1/15
Contingency: Additional City Council Meeting	5/12/15
Final Plat: Record Plat	5/19/15
Building Permit: Issue Building Permit	5/29/15

The dates above are subject to change based on scheduled availability and status of submitted plans. **The above dates are estimates only!**

Option 1: Applicant Submits FULL Application by April 2, 2015

Milestone	Date
Minor Plat & Site Plan: Start Design	2/1/15
Purchase Agreement: Approved by City	2/12/15
<u>Sketch Plan, Final Plat, and Site Plan: Submitted to City</u>	<u>4/2/15</u>
Sketch Plan, Final Plat, and Site Plan: Development Review Meeting	4/14/15
Sketch Plan, Final Plat, and Site Plan: Planning Commission Review	5/7/15
<u>Sketch Plan, Final Plat, and Site Plan: City Council Review</u>	<u>5/26/15</u>
Building Permit: Submit for Plan Review	6/1/15
Contingency: Additional City Council Meeting	6/9/15
Final Plat: Record Plat	6/16/15
Building Permit: Issue Building Permit	6/30/15

The dates above are subject to change based on scheduled availability and status of submitted plans. **The above dates are estimates only!**