

City of Ramsey
Agenda
Economic Development Authority (EDA)
Thursday, December 9, 2021
7:30 am
Council Chambers, 7550 Sunwood Drive NW

Remote Attendance available at www.cityoframsey.com/meetings. To maximize social distancing due to the COVID-19 Pandemic, those that can join remotely are encouraged to do so. Those joining remotely and requesting to speak are asked to use a webcam when speaking.

- 1. Call to Order**
- 2. Approve Agenda**
- 3. Approve Minutes**
 1. Approve Meeting Minutes for November 18, 2021
- 4. EDA Business**
 1. Consider Second Amendment to Purchase Agreement for Outlot B, COR Stone Brook Academy; Case of Stories Foundation
 2. Consider Options Regarding Purchase Agreement for Lot 4, Block 1, Riverside West; Case of Windows and Doors USA LLC
(Portions of meeting could be closed to the public)
 3. West Armstrong Redevelopment Area Update and Approval of Topographic Survey
- 5. Member/Staff Input**
- 6. Adjournment**

Economic Development Authority (EDA)

3. 1.

Meeting Date: 12/09/2021

Submitted For: Sean Sullivan, Community Development

By: Wendy Schlueter, Community Development

Title:

Approve Meeting Minutes for November 18, 2021

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:

Approval of November 18, 2021 meeting minutes

Action:

Motion to approve November 18, 2021 EDA meeting minutes.

Attachments

[EDA Minutes 11 18 21 Draft](#)

Form Review

Inbox	Reviewed By	Date
Sean Sullivan	Sean Sullivan	12/01/2021 09:07 AM
Bruce Westby	Bruce Westby	12/02/2021 09:12 AM
Brian Hagen	Brian Hagen	12/02/2021 02:03 PM
Kurt Ulrich	Kurt Ulrich	12/02/2021 02:04 PM
Form Started By: Wendy Schlueter		Started On: 11/22/2021 12:05 PM
Final Approval Date: 12/02/2021		

**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, November 18, 2021, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Scott Cords
 Member Chelsee Howell
 Member William MacLennan
 Member Michael Olson (via Zoom)
 Member Chris Riley

Members Absent: Member Rachal Johnson
 Member Jim Steffen

Also Present: Sean Sullivan, Economic Development Manager
 Brian Hagen, Deputy City Administrator/Community Development
 Director

1. CALL TO ORDER

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

2. APPROVE AGENDA

Motion by Member Riley, seconded by Member MacLennan, to approve the agenda.

A roll call vote was performed:

Member Howell	aye
Member Riley	aye
Chairperson Cords	aye
Member MacLennan	aye
Member Olson	aye

Motion carried.

3. CONSENT AGENDA

3.01: Approve Meeting Minutes Dated October 14, 2021

Motion by Member Riley, seconded by Member MacLennan, to approve the October 14, 2021, minutes as presented.

A roll call vote was performed:

Member MacLennan aye
Member Olson aye
Chairperson Cords aye
Member Riley aye
Member Howell aye

Motion carried.

Chairperson Cords welcomed Deputy City Administrator/Community Development Director Hagen.

4. EDA BUSINESS

4.01: Consider Purchase Agreement for Parcel 50; Case of Java Properties

Economic Development Manager Sullivan presented the staff report.

Chairperson Cords stated that he likes the idea and is positive about moving forward. He stated that there is a discussion about securing a right-in/right-out access and asked if there has been thought about how that will work with the Highway 10 improvements.

Mark Krogh, Java Companies, commented that the right-in/right-out is for Veterans Drive and is critical to the whole development. He stated that the phase one tenants are ready to go. He stated that he will get details from staff about that concern. He noted that they have talked about the Highway 10 construction with the tenants.

Economic Development Manager Sullivan commented that access to any County road requires discussion and approval from the County. He noted that once the PA is approved, they will move forward to the County for review. He stated that speaking with engineering there would be a six-to-eight-foot elevation change to the ramp and therefore Veterans Drive would be sloped to connect. He stated that realistically the official layout will be approved within the next few weeks and then engineering will design the details for the Highway 10 improvements.

Chairperson Cords referenced the six-to-eight-foot rise and asked if that would be handled with retaining walls or whether parking would be lost.

Mr. Krogh believed that they could handle it with grading but could also use boulder walls if necessary. He referenced a project they completed in Champlin with similar product used.

Member Riley thanked Java for being present. He stated that this is an exciting project, and he is glad Java stayed through the discussions with PACT. He asked for details on the timing of phases one and two.

Mr. Krogh stated that once they are under contract, they will begin civil architecture. He noted that they have letters of intent or verbal commitments with the phase one tenants. He noted that the phase one tenants are fast moving and therefore believes that will be done in 2022. He stated that the phase two tenants are slower moving and therefore it is unlikely that would go through in 2022. He believed they would start entitlement for phase two in late summer of 2022 with a 2023 deal.

Member MacLennan asked if the tenants could be elaborated on.

Mr. Krogh stated that there is a quick service Mexican concept restaurant, a carwash, drive-thru only coffee shop, and a dollar store. He noted that there is a financial institution interested and they are trying to figure out how that could fit into the plan. He stated that they could swap out the dollar store for the financial institution.

Member Olson commented that this sounds good, and he did not have any questions.

Motion by Member MacLennan, seconded by Member Howell, to recommend to City Council to approve Purchase Agreement on Parcel 50 with Java Properties as presented, subject to City Attorney review.

A roll call vote was performed:

Member Olson	aye
Member MacLennan	aye
Chairperson Cords	aye
Member Riley	aye
Member Howell	aye

Motion carried.

4.02: Receive 2021 Business Expo Summary and Select 2022 Venue

Economic Development Manager Sullivan presented the staff report.

Member Riley commented that it was a good event. He stated that attendance was expected to be down and recognized that the decision was made to get the event back on track with the expectation for lower numbers. He agreed that the April time of year is a better time for the event. He stated that perhaps they can consider new ways to reach people and market the event.

Member MacLennan stated that the venue was great for the event. He agreed that it was important to get this back on track even though there were lower numbers. He believed that spring would be a better time of year for the event.

Economic Development Manager Sullivan reviewed the details for the proposed 2022 event.

Chairperson Cords commented that this was the first business expo he attended and found it to be an interesting event that was well organized. He agreed that it was a nice venue for the event that could handle much more traffic and would agree to using the venue again. He stated that the \$5,000 budget request also seems reasonable.

Economic Development Manager Sullivan stated that staff always wants to ensure tax dollars are being maximized. He noted that in 2019 the EDA allocated \$7,000 for the event. He stated that they have looked at ways to improve the process and reduce costs. He noted that even though the request of \$5,000 is up from \$4,000, it is still under that original budget of \$7,000.

Motion by Member MacLennan, seconded by Member Olson, to select Adrenaline Sports Center as the home of the 2022 Business Expo, reserve the venue for a Saturday in April of 2022, and approve a budget allocation of \$5,000.

A roll call vote was performed:

Member Howell	aye
Member Riley	aye
Chairperson Cords	aye
Member MacLennan	aye
Member Olson	aye

Motion carried.

4.03: Approval of 2022 Business Network Meeting

Economic Development Manager Sullivan presented the staff report.

Chairperson Cords asked if the rental of the audio system is included in the \$5,000 or whether that would be an additional cost.

Economic Development Manager Sullivan replied that if the audio equipment is needed, it could be covered within the \$5,000 amount.

Chairperson Cords asked if the only additional cost that could arise is if there were additional people that would like to attend in excess of the budgeted amount.

Economic Development Manager Sullivan confirmed that would be the only additional cost and noted that if additional people would like to attend that would be a good thing for this event.

Chairperson Cords asked who would build out the agenda for each of the topics.

Economic Development Manager Sullivan replied that staff would prepare and coordinate the presentations for the items on the agenda.

Motion by Member Cords, seconded by Member MacLennan, to recommend to allocate \$5,000 for the 2022 Business Network Meeting, approve the proposed agenda, and select Business Network Meeting date of January 24, 2022.

A roll call vote was performed:

Member Howell	aye
Member Riley	aye
Chairperson Cords	aye
Member MacLennan	aye
Member Olson	aye

Motion carried.

5. MEMBER / STAFF UPDATE

Deputy City Administrator/Community Development Director Hagen introduced himself noting that he most recently worked as the City Administrator for the City of Hanover. He stated that position allowed him to wear many hats and he was most interested by community development. He stated that he has been impressed at what he has seen since joining Ramsey and is excited to join the team.

Chairperson Cords welcomed him to the City.

Economic Development Manager Sullivan provided an update on recent development activity and interest.

Chairperson Cords stated that he was under the impression that Bunker Lake Boulevard would be expanded to two lanes from Sunfish Lake to Armstrong and stated that it does not appear that was done.

Economic Development Manager Sullivan replied that there is a joint powers agreement that addresses future traffic flow for Bunker Lake Boulevard and the original plan expanded that to two lanes in each direction. He noted that growth and traffic patterns have not supported that expansion at this time. He stated that the proposed improvements are anticipated to have a 15-to-20-year lifespan and additional lanes could be considered in the future.

Member Riley stated that intersections and traffic flow have been improved through this project.

6. ADJOURNMENT

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

A roll call vote was performed:

Member Olson	aye
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Member MacLennan aye
Chairperson Cords aye
Member Riley aye
Member Howell aye

Motion carried.

The regular meeting of the Economic Development Authority adjourned at 8:19 a.m.

Respectfully submitted,

Sean Sullivan
Economic Development Manager

ATTEST:

Wendy Schlueter
Economic Development Administrative Assistant

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

Economic Development Authority (EDA)

4. 1.

Meeting Date: 12/09/2021

Submitted For: Sean Sullivan, Community Development

By: Sean Sullivan, Community Development

Title:

Consider Second Amendment to Purchase Agreement for Outlot B, COR Stone Brook Academy; Case of Stories Foundation

Purpose/Background:

The City of Ramsey and Stories Foundation entered into a purchase agreement on October 29, 2020 and a Purchase Agreement First Amendment on September 28, 2021 to purchase and develop Outlot B, COR Stone Brook Academy. Stories Foundation has submitted applications for site plan and plat and have received contingent approvals. There are still some changes that need to be made to the site plan relating to removal of the drive-through and those will be worked out over the next year. As noted in the original EDA case, Stories Foundation is a non-profit and relies heavily on fundraising for its operations and capital investment. Stories Foundation has been fundraising and is working with a local bank to obtain financing for its project. They still are short of their fundraising goal.

In order the have more leverage relating to financing and fundraising Stories Foundation has asked the City to consider selling the unplatted outlot and to extend the required Certificate of Occupancy form one year after Closing to 2 year after Closing. They have agreed to enter into a Right of Re-Entry Agreement at Closing that would enable the City to recover the property at no cost to the City if the project does not move forward. Stories has communicated to the City that it has spent over \$60,000 in engineering/design and site plans cost. As part of the proposed Closing in December 2021 they would also need to pay the City \$67,953.60 for acquisition of the outlot. This level of commitment warrants consideration for an extension as proposed. Staff supports this request and believes an EDA recommendation to Council to move forward with the Second Amendment to Purchase Agreement and the Right of Re-Entry Agreement is appropriate.

Notification:

Notification is not required.

Observations/Alternatives:

Observations: The site is .52 acres in size with a purchase price of \$67,953.60. (\$3.00/SF) This price is within the approved "deal range". The mixed use project will be developed by Stories Foundation. The project will consist of a Cafe', retail store on the first floor with apartments and a patio on the second floor. A copy of the preliminary site plan and elevations are attached to the Original Purchase Agreement. The developer has received approval for a SAC and WAC Deferral loan when the building permit is pulled.

The following modification are worth highlighting:

Closing	Closing date remains on or before December 31, 2021 (subject to title work and closer availability)
Extensions	The Certificate of Occupancy date is proposed to be changed from 1 year after Closing to 2 years after Closing. A Right of Re-Entry Agreement will be entered into at Closing providing the City the legal right to recover the Property if the Project is not Completed and A C/O is not issued 2 years from the Closing.

Legal Description	The legal description of the subject property in the Purchase Agreement is Outlot B, COR STONE BROOK ACADEMY subject to easements as shown on Plat), Anoka County, Minnesota. (the "Property") to be platted as Lot 1, Block 1, STORYTELLER CAFÉ ADDITION.
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Alternatives:

1. Recommendation to City Council to approve Second Amendment to Purchase Agreement and Right of Re-Entry Agreement for Outlot B, COR Stone Brook Academy as presented; subject to City Attorney review (Staff recommendation)
2. Recommendation to City Council to approve Second Amendment to Purchase Agreement and Right of Re-Entry Agreement for Outlot B, COR Stone Brook Academy with changes; subject to City Attorney review
3. Something else.

Funding Source:

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

Recommendation:

Staff recommends an EDA recommendation to City Council to approve Second Amendment to Purchase Agreement and Right of Re-Entry Agreement for Outlot B, COR Stone Brook Academy as presented; subject to City Attorney review

Action:

Motion to recommend that the City Council to approve Second Amendment to Purchase Agreement and Right of Re-Entry Agreement for Outlot B, COR Stone Brook Academy as presented; subject to City Attorney review

Attachments

[Site Location Map](#)

[Letter from Stories requesting Extension](#)

[ACTION - 2nd Amendment to PA](#)

[ACTION - Right of ReEntry](#)

[Executed Original Purchase Agreement](#)

[Executed First Amendment to PA](#)

Form Review

Inbox

Sean Sullivan (Originator)

Bruce Westby

Brian Hagen

Kurt Ulrich

Form Started By: Sean Sullivan

Final Approval Date: 12/02/2021

Reviewed By

Sean Sullivan

Bruce Westby

Brian Hagen

Kurt Ulrich

Date

12/01/2021 11:37 AM

12/02/2021 09:37 AM

12/02/2021 09:56 AM

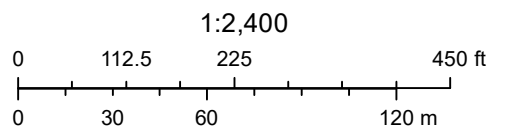
12/02/2021 02:04 PM

Started On: 12/01/2021 10:56 AM

Site Location Map - Outlot B COR Stone Brook Academy



September 28, 2020





Date: November 30, 2021

To: Sean Sullivan

Economic Development Manager

City of Ramsey

From: Stephanie Page

Mark Thurston

Executive Director

Vice Chairman - BOD

Stories Foundation

Stories Foundation

This letter is to request the following regarding the purchase of the real property in Anoka County, Minnesota legally described as follows: Outlot B, COR STONE BROOK ACADEMY, Anoka County, Minnesota, to be platted as: T.B.D. Anoka County, Minnesota.

- Stories Foundation would like to close on the above described subject property not later than the end of the year, 2021.
- Stories Foundation is requesting an extension on the Right of Re-entry to be extended from one year to two years, with the Certificate of Occupancy due to the City of Ramsey not later than two years from the actual date of closing.

Thank you so much for your time and attention to this request. We look forward to hearing from you and answering any questions you may have.

Stephanie Page

Mark Thurston

Executive Director

Vice Chairman - BOD

Stories Foundation

Stories Foundation

page.stephaniem@gmail.com

thurston0612@gmail.com

612-987-9077

612-232-7895

PURCHASE AGREEMENT SECOND AMENDMENT

This is the Second Amendment is to the Purchase Agreement by and between **Stories Foundation**, a Minnesota Nonprofit Corporation (“Buyer”), and the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), with an effective date of December 14, 2021.

Recitals

1. Pursuant to the terms of the Purchase Agreement First Amendment, the Closing Date is to be no later than December 31, 2021.
2. Buyer seeks to extend the required Certificate of Occupancy Date from 1 year after the Closing to 2 years after the Closing.
3. The Buyer seeks to enter into a Right of Re-Entry Agreement that requires a Certificate of Occupancy to be issued 2 years after the Closing.
4. The Buyer acknowledges that if a Certificate of Occupancy is not issued 2 years after Closing that the City can exercise it rights in the Right of Re-Entry Agreement to impose a penalty of \$50,000 against the Property or re-enter and take physical possession of the Property
5. Buyer completed its inspection during the Inspection Period, which is expired, and Buyer also completed its examination of title and has formally given a Notice to Proceed to Seller.
6. Buyer has cited difficulties in obtaining financing as reason to ask for additional time to complete project.
7. The legal description of the subject property in the Purchase Agreement is Outlot B, COR STONE BROOK ACADEMY subject to easements as shown on Plat), Anoka County, Minnesota. (the “Property”) and is being to be platted as Lot 1, Block 1, STORYTELLER CAFÉ ADDITION.

Agreement

In consideration for the mutual promises set forth below, the parties agree as follows:

1. The above recitals are incorporated into the Agreement.
2. The required Certificate of Occupancy date is hereby extended from 1 year after Closing to 2 years after Closing
3. The Buyer and Seller will enter into a Right of Re-Entry Agreement at the Closing that requires a Certificate of Occupancy to be issued 2 years after the Closing.
4. The Buyer acknowledges that if a Certificate of Occupancy is not issued 2 years

after Closing that the City can exercise its rights in the Right of Re-Entry Agreement to impose a penalty of \$50,000 against the Property or re-enter and take physical possession of the Property

5. Buyer acknowledges that the Inspection Period expired on April 30, 2021 and that a Notice to Proceed was provided to the Seller.
6. The legal description of the Property is:

Outlot B, COR STONE BROOK ACADEMY subject to easements as shown on Plat), Anoka County, Minnesota.

To be platted as:

Lot 1, Block 1, STORYTELLER CAFÉ ADDITION, Anoka County, MN.
(the "Property")

7. All other terms of the Purchase Agreement remain unchanged except to the extent inconsistent with this Second Amendment to Purchase Agreement and the First Amendment to Purchase Agreement.

SELLER: The City of Ramsey, a Minnesota municipal corporation

By: _____
Mark E. Kuzma, Mayor

Dated: _____, 2021

By: _____
Kurt Ulrich, City Administrator

Dated: _____, 2021

BUYER: STORIES FOUNDATION, a Minnesota Nonprofit Corporation.

By: _____
Stephanie Page, President

Dated: _____, 2021

[Reserved for Recording Data]

RIGHT OF RE-ENTRY AGREEMENT

This Right of Re-entry Agreement is entered into on _____, 2021, by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Stories Foundation**, a Minnesota Nonprofit Corporation (“Buyer”).

Recitals

A. On _____, 2021, Seller conveyed title of the following Property to Buyer:

Outlot B, COR STONE BROOK ACADEMY, Anoka County, Minnesota

B. Title to the Property was conveyed subject to Buyer fulfilling certain Conditions as set forth below.

C. As indicated in the Purchase Agreement between the City of Ramsey and **Stories Foundation**, a Minnesota Nonprofit Corporation, with an Effective Date of **October 29, 2020**, Section 28, it is the intent of the parties to create and set forth a right to impose a penalty or a right of re-entry in favor of Seller in the event Buyer fails to satisfy the Conditions.

Agreement

1. The recitals are incorporated herein as if fully set forth.
2. Seller shall have the right, but not the obligation, to either impose a penalty against the Property pursuant to Paragraph 3, or to re-enter and take possession of the Property pursuant to Paragraph 4, in the event that any of the following Conditions are not satisfied by Buyer:

- a. Buyer must obtain a certificate of occupancy from the City of Ramsey, for the project described below by _____.

Project Description:

- i. **Stories Foundation** Site Plan with contingencies, approved by the City of Ramsey on April 27, 2021 by Resolution #21-090; subject to revisions approved by the City of Ramsey.
 - ii. Development Agreement to be entered into by the Buyer after Final Site Plan approval.
3. Seller may impose a penalty of \$50,000.00 against the Property if the certificate of occupancy is not obtained, for the construction of a minimum 12,000 square foot retail building compliant with COR Zoning and design standards, pursuant to the deadline set forth above. The penalty is due upon written notice to Buyer from Seller of the failure to satisfy a contingency. In the event the penalty is not paid within 30 days of receipt of the notice, Seller may, but is not required to, certify the penalty to Anoka County as an assessment against the Property. Buyer waives any and all rights under Minnesota Statutes, chapter 429, and any other applicable law, including any right to notice of hearing and hearing, the right to object, and the right to appeal the assessment. Buyer further waives any requirements of the City Charter that may apply to said assessment.
4. As an alternative to imposition of a financial penalty and not in addition thereto, Seller may re-enter and take physical possession of the Property. Title to the Property shall be restored in Seller, and Buyer shall execute whatever documents and undertake whatever steps are necessary to establish and confirm Seller's fee simple interest in the Property free of any claims or encumbrances, including mechanic's liens.
5. This document constitutes the entire Right of Re-entry Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

CITY OF RAMSEY

By: _____
Mark E. Kuzma, Mayor

By: _____
Kurtis G. Ulrich, City Administrator

This instrument was acknowledged before me on _____, 2021,
by Mark E. Kuzma and Kurtis G. Ulrich as Mayor and City Administrator, respectively,
of the City of Ramsey, Minnesota.

Notary Public

Stories Foundation, a Minnesota Nonprofit Corporation

By: _____
Stephanie Page, President

This instrument was acknowledged before me on _____, 2021, by
Stephanie Page, President of Stories Foundation, a Minnesota Nonprofit Corporation on
behalf of the Minnesota nonprofit corporation.

Notary Public

This instrument drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303
(763-433-9868

PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Stories Foundation**, a Minnesota Nonprofit Corporation (“Buyer”).

In consideration of the Earnest Money, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **EFFECTIVE DATE.** The effective date of this Agreement is **October 29, 2020** (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately .52 acres (22,651 square feet) of vacant land, legally described as follows:
Outlot B, COR STONE BROOK ACADEMY, Anoka County, Minnesota, to be platted as:
T.B.D. Anoka County, Minnesota
PID Number: 28-32-25-31-0023 (“Property”)
3. **PURCHASE PRICE.** The purchase price for the Property is \$67,953.60 (the “Purchase Price”).
4. **EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within five business days after the Effective Date, Buyer must deposit the sum of \$1,000.00 (the “Earnest Money”) with Commercial Partners Title Company (“Escrow Agent”), via wire transfer or delivery of a certified check payable to Escrow Agent.
 - a. If Buyer does not deposit the Earnest Money as required above, then Seller may terminate this Agreement by written notice to Buyer; provided, however, if Buyer deposits the Earnest Money with Escrow Agent before Seller exercises Seller’s right to terminate, Seller’s right to terminate is extinguished.
 - b. Upon Seller’s receipt of a Notice to Proceed from Buyer in accordance with Section 9(b), all of the Earnest Money becomes non-refundable (except in accordance with Section 22 as a result of a default by Seller).

- c. If Buyer does not provide a Notice to Proceed to Seller in accordance with Section 9(b), this Agreement automatically terminates, and Escrow Agent must disburse all Earnest Money Escrow Agent holds to Buyer.
 - d. At Closing, Escrow Agent shall disburse to Seller any Earnest Money not previously disbursed to Seller, and Buyer shall receive a credit against the Purchase Price owing at Closing in an amount equal to the amount of the Earnest Money.
5. **SURVEY.** Seller has provided the Buyer an ALTA/NSPS 2016 survey (Table A, items 1, 2, 3, 4, 6, 8, and 11) for Outlot B, COR One (the "Survey") from a duly licensed surveyor dated April 18, 2017. Buyer may arrange with the surveyor to include additional information on the Survey at Buyer's expense.

6. **TITLE COMMITMENT.**

- a. Seller makes no representations or warranties with respect to the status of title to the Property. Within thirty (30) business days after the Effective Date, Seller shall, at Seller's expense, obtain a commitment from Escrow Agent to issue an owner's policy of title insurance insuring Buyer's title to the Property (the "Title Commitment") and deliver the Title Commitment and copies of or internet access to copies of all recorded documents referenced in the Title Commitment to Buyer.
- b. Buyer shall have until the date thirty (30) days after the receipt of the Title Commitment and the Survey (collectively, "**Title/Survey**") to review Title/Survey and to give Seller written notice of (i) any defects in the marketability of Seller title to the Property or any encumbrances on Seller's title to the Property that are objectionable to Buyer, and (ii) the specific actions Buyer requests that Seller take with respect to each such defect or encumbrance (a "**Title Objection Notice**"). Any defects in or encumbrances on Seller's title that Buyer does not identify in a timely Title Objection Notice are each a "**Permitted Exception.**" Within three (3) business days after Seller's receipt of a Title Objection Notice from Buyer, Seller will notify Buyer, in writing, of the actions, if any, that Seller is willing to take with respect to each of the matters identified in the Title Objection Notice and the time frame in which Seller will take those actions ("**Seller's Title Notice**"). If Seller's Title Notice indicates that Seller unconditionally agrees to make Seller's title to the Property marketable on or before the closing date established pursuant to Section 10, the parties shall proceed to closing pursuant to the terms of this Agreement. If Seller's Title Notice indicates that Seller does not unconditionally agree to make Seller's Title to the Property marketable on or before the closing date established in Section 10, Buyer may, at any time with three (3) business days after Buyer's receipt of Seller's Title Notice, terminate this Agreement by written notice to Buyer in which case this Agreement is terminated and Escrow Agent must disburse any Earnest Money to Buyer ("**Buyer's Title Termination Notice**"). If Buyer does not deliver a Buyer's Title Termination Notice to Seller within the three (3)

business days after Buyer's receipt of Seller's Title Notice, than Seller must perform in accordance with Seller's Title Notice, Buyer shall be deemed to have waived Buyer's objections to the extent Seller has not agreed to address them in Seller's Title Notice, the matters to which Buyer objected and Seller did not agree to resolve are deemed Permitted Exceptions, and the parties shall proceed to Closing in accordance with the terms of this Agreement and the terms of Seller's Title Notice.

- 7. RIGHT OF ENTRY.** At all times after Buyer has deposited the Earnest Money with Seller and before the Closing, Buyer (and its employees, agents, and contractors) may enter the Property for the purpose of conducting soil tests, environmental tests and additional survey work, subject to the following conditions:
- a. Within one week after the termination of this Agreement, if either Seller or Buyer terminate this Agreement in accordance with the provisions hereof prior to Closing, Buyer must repair and or restore any damage Buyer or its employees, agents or contractors cause to the Property and remove any personal property, refuse or debris Buyer or its employees, agents or contractors brought onto or authorized third parties to bring onto the Property.
 - b. Buyer must defend and indemnify Seller from and against and hold Seller harmless Seller from all "Claims," as defined in Section 10, arising out of, resulting from or relating to any loss of or damage to any property or business or out of any injury to or death of any person, if the loss, damage, injury, or death arises or is alleged to arise either directly or indirectly and either wholly or in part from: (a) any action or omission of Buyer or its employees, agents, or contractors, while on the Property pursuant to this Section; or (b) actions or omissions of Buyer or Buyer's employees, agents, or contractors that cause or result in the release of any Hazardous Substance onto the Property or onto other property.
 - c. Buyer must comply with and shall cause it employees, agents, and contractors to comply with all applicable laws, while on the Property.
 - d. Other than a standard Phase 1 environmental assessment, Buyer may not commence any environmental testing on the Property until Buyer submits a work plan for such testing to Seller and Seller approves the work plan, in writing. Seller may not unreasonably withhold, condition or delay Seller's approval of a work plan.
 - e. Buyer must, promptly and without demand from Seller, provide Seller with true and complete copies of all draft and final reports relating to Buyer's geotechnical and environmental investigations and testing of the Property including, without limitation, any reports relating to any Phase I Environmental Site Assessment of the Property.
 - f. The cost of any test or additional survey work will be borne solely by Buyer.

The payment and indemnification provisions of this Section 7 shall survive any termination or cancellation of this Agreement and are referred to herein as the "Surviving Obligations."

8. PROPERTY SOLD AS IS. Subject to Buyer's right to terminate this Agreement pursuant to Section 9, Buyer agrees to accept the Property in its current condition, including, without limitation, its current environmental and geological condition, and in an "AS-IS" and with "ALL FAULTS" condition. Buyer's payment of the Purchase Price at Closing constitutes Buyer's acknowledgment and agreement that:

- a. Seller has not made any written or oral representations or warranties of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose);
- b. Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property;
- c. Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing; and
- d. The condition of the Property is fit for Buyer's intended use.
- e. Buyer accepts all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

9. INSPECTION PERIOD.

- a. Except as otherwise provided in Section 6, Buyer shall have from the date that Buyer deposits the Earnest Money with Escrow Agent to **April 30, 2021** Date to (the "**Inspection Period**") to investigate the Property and determine, in Buyer's sole judgment, whether (i) the condition of the Property is suitable to Buyer's intended use; and
(ii) Buyer will be able to obtain all governmental approvals (including, but not limited to, approvals necessary to subdivide and re-plat the Property) and utilities necessary for Buyer's intended use of the Property. Buyer acknowledges and agrees that Seller has not made any covenants, representations or warranties regarding Buyer's ability to obtain governmental approvals from the City of

Ramsey or any other governmental entity. The City of Ramsey will review, consider and act on any applications Buyer submits to the City for governmental approvals in accordance with City Code.

- b. Buyer may, at any time on or before 5:00 p.m. on the last day of the Inspection Period, terminate the Agreement by written notice to Seller based on Buyer's determination, in Buyer's sole and absolute discretion, that the condition of the Property is not suitable for Buyer's intended use or that Buyer may not be able to obtain all governmental approvals and utilities necessary for Buyer's intended use of the Property. In addition, this Agreement automatically terminates at 5:00 p.m. on the last day of the Inspection Period unless, prior to that time Buyer delivers a written notice of Buyer's intention to proceed (a "**Notice to Proceed**") to Seller.
- c. If, pursuant to Section 9(b) either Buyer terminates this Agreement or this Agreement is automatically terminated, the Escrow Agent must disburse to Buyer any Earnest Money Escrow Agent holds.

10. DEFINITIONS. As used in this Agreement:

"Claim" or **"Claims"** means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

"Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

"Hazardous Substance" or **"Hazardous Substances"** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

- 11. RELEASE.** By accepting the deed to the Property, Buyer, for itself, its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns and anyone acting on its behalf or their behalf hereby fully releases and forever discharges Seller from any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known

and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Property, and Buyer hereby waives any and all causes of action (including without limitation any right of contribution) Buyer had, has or may have against Seller and anyone acting on its behalf with respect to the condition of the Property, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

12. NOTICES. Notices permitted or required by this Agreement must be in writing and shall be deemed given when delivered in legible form to the party to whom addressed. Notices may be sent by certified mail or e-mail. Notices are effective two business days after they are mailed via certified mail, return receipt requested or, if sent by email, upon email transmission (provided that any email transmission that occurs after 5:00 pm Central Time will be deemed provided on the following day). If delivered at the Closing, a notice shall be deemed given when hand-delivered to the party's representative at the Closing. The business addresses of the parties are as follows:

Seller: City Administrator
City of Ramsey
7550 Sunwood Drive N.W.
Ramsey, MN 55303
Email: kulrich@cityoframsey.com

Buyer: Stories Foundation
Stephanie Page
3917 Douglas Drive N
Crystal MN, 55422
Email: page.stephaniem@gmail.com and thurston0612@gmail.com

Notices not given in the manner or within the time limits set forth in this Agreement are of no effect and may be disregarded by the party to whom they are directed.

13. CLOSING. This transaction shall close within 30 days after Buyer delivers a Notice to Proceed to Seller or on such earlier date as Seller and Buyer may establish by mutual, written agreement; provided, however, Buyer may extend the Closing a total of two (2) times, each time for a period of Sixty (60) days, by depositing an additional Five Thousand and 00/100 Dollars (\$2,000.00) earnest money with Escrow Agent for each extension. Each \$2,000 extension payment shall be non-refundable, but applicable to the Purchase Price. The Closing shall take place at the offices of the Escrow Agent, or at some other place as the parties may mutually agree prior to such date. At the option of either Party, the executed closing documents, Purchase Price and closing costs may be deposited with the Escrow Agent and disbursed by the Escrow Agent pursuant to avoid

the necessity for a Closing at which the Parties are present.

a. **Seller's Obligations at Closing.** At Closing, Seller must deliver to Escrow Agent, for delivery to Buyer:

- i. A limited warranty deed, duly executed and acknowledged on behalf of the City and with the City's seal affixed, conveying title to the Property, subject to (A) the lien of real estate taxes, if any, not yet due and payable and any installments of special assessments certified for payment therewith; (B) Building, Subdivision and Zoning Ordinances; (C) Matters that would be disclosed by an accurate survey of the Property; and (D) matters that constitute Permitted Exceptions pursuant to Section 6;
- ii. A certified copy of a duly adopted City Ordinance and Resolution authorizing Seller's sale of the Property to Buyer;
- iii. The Right of Re-Entry Agreement provided for in Section 28 below; and
- iv. Seller's affidavits, well disclosure certificate (if required), settlement statement approved by Seller and Buyer, and any other documents required by the Escrow Agent.

b. **Buyer's Obligations at Closing.** At Closing, Buyer must:

- i. Wire Transfer (or deliver a certified check in) an amount equal to the amount of the Purchase Price adjusted for to reflect Buyer's prior payment of the Earnest Money and to reflect amounts Buyer must pay or will receive pursuant to Section 14(c), to Escrow Agent for disbursement to Seller and others pursuant to this Agreement and the Settlement Statement;
- ii. Execute and deliver the Right of Re-Entry Agreement provided for in Section 28 below; and
- iii. File or cause Escrow Agent to file an Electronic Certificate of Real Estate Value, if required and necessary.

c. **Closing Costs.**

- i. At Closing, the following Seller closing costs and expenses must be paid from the Purchaser Price or, if the Purchase Price is not sufficient, paid by Seller:
 1. Seller shall pay all outstanding property taxes due at the time of Closing for the Property.

2. Seller shall pay all special assessments levied or pending against the Property as of the Closing Date.
 3. Seller's own attorney's fees.
 4. One-half the cost of any closing fees.
 5. The cost of real estate broker commission fees as prescribed in Section 14.
 6. State Deed Tax
- ii. At Closing Buyer must pay the Purchase Price to Seller and the following costs and expenses:
1. Buyer's portion of prorated property taxes.
 2. Buyer's own attorney's fees.
 3. One-half the cost of any closing fees.
 4. Documentary and recording fees for the deed(s).
 5. The cost of the owner's title insurance policy, if Buyer elects to purchase an Owner's title insurance policy.

d. **Possession.** Seller must deliver possession of the Property to Buyer at Closing.

14. REAL ESTATE BROKERS. Seller and Buyer represent and warrant to each other that they have dealt with no brokers, real estate agents, finders or the like in connection with this transaction, other than CBRE, Inc. ("Sellers Broker"). Seller shall pay Seller's Broker as required by their agreement 3% of final gross sale price. Seller and Buyer agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any broker's fees or commissions resulting for their actions or agreements regarding the execution or performance of this Agreement, other than the fees payable to Seller's Broker, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorney's fees.

15. ASSIGNMENT. This Agreement may not be assigned without the written consent of the non-assigning Party.

16. THIRD PARTY BENEFICIARY. There are no third-party beneficiaries of this Agreement, intended or otherwise.

17. JOINT VENTURE. Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint ventures or partners.

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

19. ENTIRE AGREEMENT / MODIFICATION. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written

agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver or modification of any of its terms will be effective unless in writing executed by the parties.

20. BINDING EFFECT. This Agreement binds and benefits the Parties and their successors and assigns.

21. CONTROLLING LAW. This Agreement is made under the laws of the State of Minnesota and such laws will control its interpretation.

22. REMEDIES.

a. If Buyer fails to perform any of the terms or conditions of this Agreement within the specified time limits, Seller may declare this Agreement terminated pursuant to Minnesota Statutes section 559.21. Seller's sole remedy in the event of Buyer's default is retention of the Earnest Money, unless Buyer defaults under Section 7 or 11 of this Agreement, in which case Seller may retain the Earnest money or suspend the performance of its obligations under this Agreement and commence an action in Anoka County District Court to recover its actual damages arising from the default.

b. If Seller fails to perform any of the terms or conditions of this Agreement within the specified time limits, Buyer may, as its sole remedy, declare this Agreement terminated in which case Escrow Agent and, if applicable, Seller, shall refund the Earnest Money (both the Initial Disbursement and the Remaining Earnest Money) to Buyer, or, in the alternative, Buyer may have this Agreement specifically enforced and recover any incidental damages. Buyer waives all claims for consequential damages against Seller based on Seller's breach or alleged default hereunder.

23. WAIVER. Failure of Seller or Buyer to insist upon the performance of any of the covenants, agreements and/or conditions of this Agreement or to exercise any right or privilege herein shall not be deemed a waiver of any such covenant, condition or right.

24. SURVIVAL OF TERMS AND CONDITIONS. The terms and conditions of this Agreement shall survive and be in full force and effect after the delivery of the deed, and shall not be deemed to have merged therein.

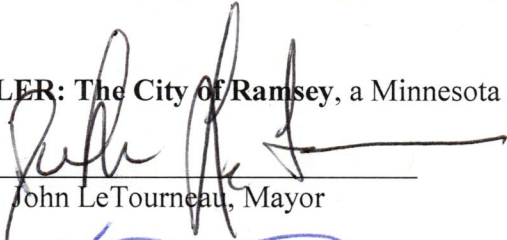
25. SEVERABILITY. Each provision of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

26. CONSTRUCTION. The Parties acknowledge that this Agreement was initially prepared by Seller solely as a convenience and that all Parties and their counsel hereto have read and full negotiated all the language used in this Agreement. The Parties

acknowledge that because all Parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement to construe ambiguous or unclear language in favor of or against any Party.

- 27. COUNTERPARTS; DIGITAL COPIES.** This Agreement may be executed in any number of counterparts and the signature pages of the separate counterparts combined into a single copy of this Agreement which will then constitute a fully executed version of this Agreement. A facsimile, .pdf file or digital copy of a signed counterpart or of an assemblage of counterparts of this Agreement shall be deemed to be an original thereof.
- 28. CONSTRUCTION DEADLINE.** Within one year from the Closing Date, Buyer shall construct and obtain a certificate of occupancy from the City of Ramsey for a minimum 12,000 SF building compliant with COR Zoning requirements to be further defined by an approved Site Plan.. At Closing, a “Right of Re-Entry Agreement” shall be executed and recorded against the Property providing that, in the event the above deadline is not met, Seller has the right to reclaim title to the parcel(s) for which a certificate of occupancy was not obtained.
- 29. TIME PERIODS.** The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. Central Time on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.
- 30. PLATTING & DEVELOPMENT AGREEMENT.** Buyer must be in the process of obtaining an approved final plat, development agreement, and building exterior visual renderings with the City of Ramsey for its intended project before Closing. The Development Agreement and Site Plan must comply with all local zoning ordinances and design standards, including The COR Design Standards.

SELLER: The City of Ramsey, a Minnesota municipal corporation

By: 
John LeTourneau, Mayor

Dated: 10/30/2020, 2020

By: 
Kurt Ulrich, City Administrator

Dated: 10/29/2020, 2020

BUYER: STORIES FOUNDATION

By: 
Stephanie Page, President

Dated: 10/29/2020, 2020

Exhibit A

Legal Description

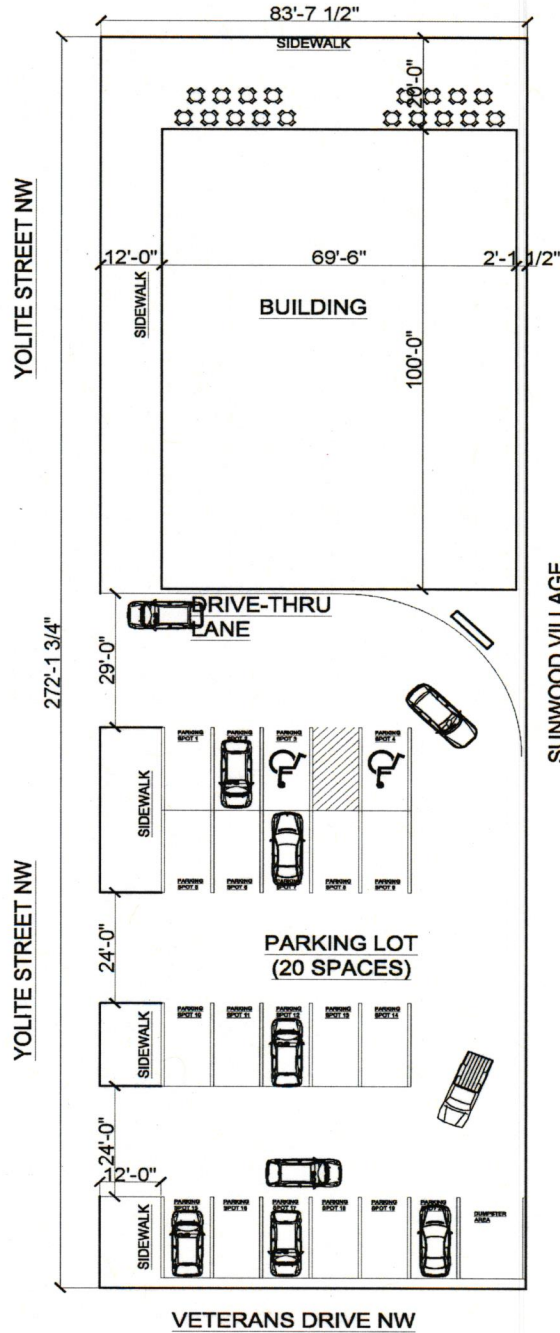
Outlot B, COR STONE BROOK ACADEMY, Anoka County, Minnesota,

To be platted as: T.B.D. Anoka County, Minnesota

PID Number: 28-32-25-31-0023 ("Property")

Exhibit B

**Concept Plan
SUNWOOD DRIVE NW**





**PURCHASE AGREEMENT
FIRST AMENDMENT**

This is the First Amendment is to the Purchase Agreement by and between **Stories Foundation**, a Minnesota Nonprofit Corporation (“Buyer”), and the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), with an effective date of September 28, 2021.

Recitals

1. Pursuant to the terms of the original Purchase Agreement, the Closing Date is to be no later than September 30, 2021.
2. Buyer seeks to move the Closing Date to be no later than December 31, 2021.
3. Buyer agrees to pay \$1,000 in non-refundable Earnest Money per month for each month extended, on the first day of each month starting on October 1st, 2021 and concluding on December 1, 2021 to extend the Closing Date.
4. Buyer completed its inspection during the Inspection Period, which is expired, and Buyer also completed its examination of title and has formally given a Notice to Proceed to Seller.
5. Buyer has cited difficulties in obtaining financing as reason to ask for additional time to complete project.
6. The legal description of the subject property in the Purchase Agreement is Outlot B, COR STONE BROOK ACADEMY subject to easements as shown on Plat), Anoka County, Minnesota. (the “Property”) and is being modified to add: to be platted as Lot 1, Block 1, STORYTELLER CAFE ADDITION.

Agreement

In consideration for the mutual promises set forth below, the parties agree as follows:

1. The above recitals are incorporated into the Agreement.
2. The Closing Date is hereby extended from September 30, 2021 to December 31, 2021.
3. Buyer will pay \$1,000 in non-refundable Earnest Money per month for each month extended, on the first day of each month starting on October 1st, 2021 and concluding on December 1, 2021 to extend the Closing Date.
4. Buyer acknowledges that the Inspection Period expired on April 30, 2021 and that a Notice to Proceed was provided to the Seller.
5. The legal description of the Property is modified to:

Outlot B, COR STONE BROOK ACADEMY subject to easements as shown on Plat), Anoka County, Minnesota.

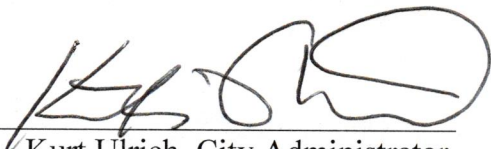
To be platted as:

Lot 1, Block 1, STORYTELLER CAFÉ ADDITION, Anoka County, MN. (the "Property")

6. All other terms of the Purchase Agreement remain unchanged except to the extent inconsistent with this First Amendment to Purchase Agreement.

SELLER: The City of Ramsey, a Minnesota municipal corporation

By:  Dated: 10-7, 2021
Mark E. Kuzma, Mayor

By:  Dated: 10-6, 2021
Kurt Ulrich, City Administrator

BUYER: STORIES FOUNDATION, a Minnesota Nonprofit Corporation.

By:  Dated: 10-7-, 2021
Stephanie Page, President

Economic Development Authority (EDA)

4. 2.

Meeting Date: 12/09/2021

Submitted For: Sean Sullivan, Community Development

By: Sean Sullivan, Community Development

Title:

Consider Options Regarding Purchase Agreement for Lot 4, Block 1, Riverside West; Case of Windows and Doors USA LLC

(Portions of meeting could be closed to the public)

Purpose/Background:

The EDA may choose to going into closed session pursuant to Minnesota Statutes section 13D.05, subdivision 3(c)(3) to consider offers or counteroffers for the purchase or sale of real or personal property. If the EDA chooses to enter into to closed session the statute and reason above needs to be referenced along with legal description (Lot, 4, Block1, Riverside West) and the Anoka County Tax ID number 34-32-25-13-0005.

The City Council approved a Purchase Agreement for Windows and Doors USA to purchase Lot 4, Block 1, Riverside West, Anoka County and to commit to construct a 10,000 square foot building within one year of the closing date. Staff has been in sporadic contact with the Owner of Windows and Doors USA and has been unable to get the purchase agreement executed and has not received the \$3,000 in Earnest Money. Mr. Frank Serna has asked to remove the Right of Re-Entry Agreement requirement but staff has communicated that this is the City process and it will not be removed. Staff continues to reach out to Mr. Frank Serna (via email and phone) but has been unable to connect. During the 2 months since approval of the Purchase Agreement from the City Council Staff has received interest from others having interest in the property. In addition, the City needs to complete the Plat for the vacation of Dolomite Street and the uncertainty of not having a purchase agreement with a site plan is delaying that process.

Notification:

Notification is not required.

Observations/Alternatives:

Observations:

City Staff has worked hard to make contact with Mr. Frank Serna and to get the Purchase Agreement executed. Staff believes the proposed project would be a great fit on this lot but is concerned with the lack of communication from the Buyer and the unwillingness to execute the Purchase Agreement . Site options in Hwy 10 are limited in Ramsey and the city has effectively held this property off the market since the City Council approved the Purchase Agreement on September 28, 2021 via Resolution #21-274. Staff has presented some alternatives below and is looking for some direction:

Alternatives:

1. Continue to work with Windows and Doors USA LLC to get the existing Purchase Agreement executed
2. Recommendation by EDA to City Council to provide written notice to Windows and Doors USA LLC that the Purchase Agreement approved on September 28, 2021 is no longer valid
3. Something else.

Funding Source:

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

Recommendation:

Based on Discussion

Action:

Based on Discussion

Attachments

Site Location Map - Parcel 40

Approved PA by City Council

Resolution #21-274

Draft Plat Lot Reconfiguration

Form Review

Inbox

Sean Sullivan (Originator)
Bruce Westby
Brian Hagen
Kurt Ulrich
Form Started By: Sean Sullivan
Final Approval Date: 12/02/2021

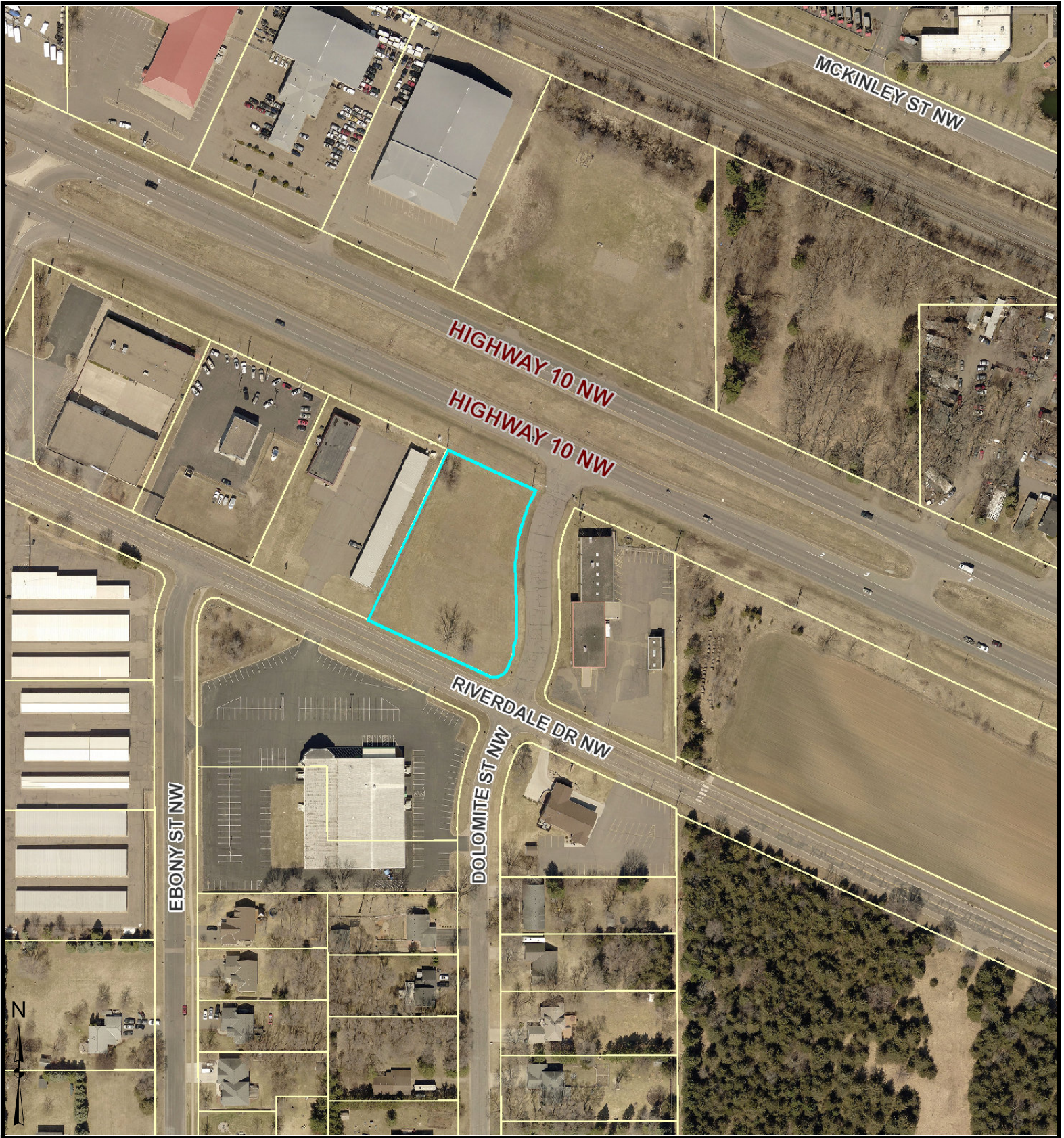
Reviewed By

Sean Sullivan
Kathy Schmitz
Brian Hagen
Kurt Ulrich

Date

12/02/2021 03:52 PM
12/02/2021 03:52 PM
12/02/2021 04:34 PM
12/02/2021 04:36 PM
Started On: 12/02/2021 03:19 PM

Site Location Map - Parcel 40



Parcel Information: Approx. Acres: 1.23
34-32-25-13-0005 Commissioner: MATT LOOK
6710 HIGHWAY 10 NW
RAMSEY
MN 55303
Plat: RIVERSIDE WEST

Owner Information:



PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Windows and Doors USA LLC**, a Minnesota Limited Liability Company (“Buyer”).

In consideration of the Earnest Money, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **EFFECTIVE DATE.** The effective date of this Agreement is _____ (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately 1.46 acres of vacant land, legally described as follows:

Lot 4, Block 1 Riverside West, Anoka County, Minnesota and a portion of Dolomite Street NW,

Anoka County PID Number: 34-32-25-13-0005

to be platted as:

Lot 1, Block 1, Riverside West Rearrangement (Subject to approval of Final Plat)

(“Property”)

3. **PURCHASE PRICE.** The purchase price for the Property is \$2.79 per usable square foot including the easement area on +/- 1.46 acres (63,971 square feet) subject to approval of Final Plat (the “Purchase Price”).
4. **EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within five business days after the Effective Date, Buyer must deposit the sum of \$3,000.00 (the “Earnest Money”) with Commercial Partners Title Company (“Escrow Agent”), via wire transfer or delivery of a certified check payable to Escrow Agent.
 - a. If Buyer does not deposit the Earnest Money as required above, then Seller may terminate this Agreement by written notice to Buyer; provided, however, if Buyer

deposits the Earnest Money with Escrow Agent before Seller exercises Seller's right to terminate, Seller's right to terminate is extinguished.

- b. Upon Seller's receipt of a Notice to Proceed from Buyer in accordance with Section 9(b), all of the Earnest Money becomes non-refundable (except in accordance with Section 22 as a result of a default by Seller).
 - c. If Buyer does not provide a Notice to Proceed to Seller in accordance with Section 9(b), this Agreement automatically terminates, and Escrow Agent must disburse all Earnest Money Escrow Agent holds to Buyer.
 - d. At Closing, Escrow Agent shall disburse to Seller any Earnest Money not previously disbursed to Seller, and Buyer shall receive a credit against the Purchase Price owing at Closing in an amount equal to the amount of the Earnest Money.
5. **SURVEY.** Seller to provide Draft Plat for Lot 1, Block 1, Riverside Rearrangement. Buyer at own expense may arrange to obtain an ALTA/NSPS 2016 survey (Table A, items 1-4 and 6, 8, and 11) for the Property (the "Survey")

6. **TITLE COMMITMENT.**

- a. Seller makes no representations or warranties with respect to the status of title to the Property. Within thirty (30) business days after the Effective Date, Seller shall, at Seller's expense, obtain a commitment from Escrow Agent to issue an owner's policy of title insurance insuring Buyer's title to the Property (the "Title Commitment") and deliver the Title Commitment and copies of or internet access to copies of all recorded documents referenced in the Title Commitment to Buyer.
- b. Buyer shall have until the date thirty (30) days after the receipt of the Title Commitment and the Survey (collectively, "**Title/Survey**") to review Title/Survey and to give Seller written notice of (i) any defects in the marketability of Seller title to the Property or any encumbrances on Seller's title to the Property that are objectionable to Buyer, and (ii) the specific actions Buyer requests that Seller take with respect to each such defect or encumbrance (a "**Title Objection Notice**"). Any defects in or encumbrances on Seller's title that Buyer does not identify in a timely Title Objection Notice are each a "**Permitted Exception**." Within three (3) business days after Seller's receipt of a Title Objection Notice from Buyer, Seller will notify Buyer, in writing, of the actions, if any, that Seller is willing to take with respect to each of the matters identified in the Title Objection Notice and the time frame in which Seller will take those actions ("**Seller's Title Notice**"). If Seller's Title Notice indicates that Seller unconditionally agrees to make Seller's title to the Property marketable on or before the closing date established pursuant to Section 10, the parties shall proceed to closing pursuant to the terms of this Agreement. If Seller's Title Notice indicates that Seller does not unconditionally agree to make Seller's Title

to the Property marketable on or before the closing date established in Section 10, Buyer may, at any time with three (3) business days after Buyer's receipt of Seller's Title Notice, terminate this Agreement by written notice to Buyer in which case this Agreement is terminated and Escrow Agent must disburse any Earnest Money to Buyer ("**Buyer's Title Termination Notice**"). If Buyer does not deliver a Buyer's Title Termination Notice to Seller within the three (3) business days after Buyer's receipt of Seller's Title Notice, then Seller must perform in accordance with Seller's Title Notice, Buyer shall be deemed to have waived Buyer's objections to the extent Seller has not agreed to address them in Seller's Title Notice, the matters to which Buyer objected and Seller did not agree to resolve are deemed Permitted Exceptions, and the parties shall proceed to Closing in accordance with the terms of this Agreement and the terms of Seller's Title Notice.

- 7. RIGHT OF ENTRY.** At all times after Buyer has deposited the Earnest Money with Seller and before the Closing, Buyer (and its employees, agents, and contractors) may enter the Property for the purpose of conducting soil tests, environmental tests and additional survey work, subject to the following conditions:
- a. Within one week after the termination of this Agreement, if either Seller or Buyer terminate this Agreement in accordance with the provisions hereof prior to Closing, Buyer must repair and or restore any damage Buyer or its employees, agents or contractors cause to the Property and remove any personal property, refuse or debris Buyer or its employees, agents or contractors brought onto or authorized third parties to bring onto the Property.
 - b. Buyer must defend and indemnify Seller from and against and hold Seller harmless Seller from all "Claims," as defined in Section 10, arising out of, resulting from or relating to any loss of or damage to any property or business or out of any injury to or death of any person, if the loss, damage, injury, or death arises or is alleged to arise either directly or indirectly and either wholly or in part from: (a) any action or omission of Buyer or its employees, agents, or contractors, while on the Property pursuant to this Section; or (b) actions or omissions of Buyer or Buyer's employees, agents, or contractors that cause or result in the release of any Hazardous Substance onto the Property or onto other property.
 - c. Buyer must comply with and shall cause it employees, agents, and contractors to comply with all applicable laws, while on the Property.
 - d. Other than a standard Phase 1 environmental assessment, Buyer may not commence any environmental testing on the Property until Buyer submits a work plan for such testing to Seller and Seller approves the work plan, in writing. Seller may not unreasonably withhold, condition or delay Seller's approval of a work plan.

- e. Buyer must, promptly and without demand from Seller, provide Seller with true and complete copies of all draft and final reports relating to Buyer's geotechnical and environmental investigations and testing of the Property including, without limitation, any reports relating to any Phase I Environmental Site Assessment of the Property.
- f. The cost of any test or additional survey work will be borne solely by Buyer.

8. PROPERTY SOLD AS IS. Subject to Buyer's right to terminate this Agreement pursuant to Section 9, Buyer agrees to accept the Property in its current condition, including, without limitation, its current environmental and geological condition, and in an "AS-IS" and with "ALL FAULTS" condition. Buyer's payment of the Purchase Price at Closing constitutes Buyer's acknowledgment and agreement that:

- a. Seller has not made any written or oral representations or warranties of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose);
- b. Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property;
- c. Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing; and
- d. The condition of the Property is fit for Buyer's intended use.
- e. Buyer accepts all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

9. INSPECTION PERIOD.

- a. Except as otherwise provided in Section 6, Buyer shall have from the date that Buyer deposits the Earnest Money with Escrow Agent to **Insert date 120 days after the Effective Date** (the "**Inspection Period**") to investigate the Property and determine, in Buyer's sole judgment, whether (i) the condition of the Property is suitable to Buyer's intended use; and (ii) Buyer will be able to obtain all governmental approvals (including, but not limited to, approvals necessary to

subdivide and re-plat the Property) and utilities necessary for Buyer's intended use of the Property. Buyer acknowledges and agrees that Seller has not made any covenants, representations or warranties regarding Buyer's ability to obtain governmental approvals from the City of Ramsey or any other governmental entity. The City of Ramsey will review, consider and act on any applications Buyer submits to the City for governmental approvals in accordance with City Code.

- b. Buyer may, at any time on or before 5:00 p.m. on the last day of the Inspection Period, terminate the Agreement by written notice to Seller based on Buyer's determination, in Buyer's sole and absolute discretion, that the condition of the Property is not suitable for Buyer's intended use or that Buyer may not be able to obtain all governmental approvals and utilities necessary for Buyer's intended use of the Property. In addition, this Agreement automatically terminates at 5:00 p.m. on the last day of the Inspection Period unless, prior to that time Buyer delivers a written notice of Buyer's intention to proceed (a "**Notice to Proceed**") to Seller.
- c. If, pursuant to Section 9(b) either Buyer terminates this Agreement or this Agreement is automatically terminated, the Escrow Agent must disburse to Buyer any Earnest Money Escrow Agent holds.

10. DEFINITIONS. As used in this Agreement:

"Claim" or **"Claims"** means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

"Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

"Hazardous Substance" or **"Hazardous Substances"** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

11. RELEASE. By accepting the deed to the Property, Buyer, for itself, its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors,

and assigns and anyone acting on its behalf or their behalf hereby fully releases and forever discharges Seller from any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Property, and Buyer hereby waives any and all causes of action (including without limitation any right of contribution) Buyer had, has or may have against Seller and anyone acting on its behalf with respect to the condition of the Property, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

- 12. NOTICES.** Notices permitted or required by this Agreement must be in writing and shall be deemed given when delivered in legible form to the party to whom addressed. Notices may be sent by certified mail or e-mail. Notices are effective two business days after they are mailed via certified mail, return receipt requested or, if sent by email, upon email transmission (provided that any email transmission that occurs after 5:00 pm Pacific Time will be deemed provided on the following day). If delivered at the Closing, a notice shall be deemed given when hand-delivered to the party's representative at the Closing. The business addresses of the parties are as follows:

Seller: City Administrator
City of Ramsey
7550 Sunwood Drive N.W.
Ramsey, MN 55303
Email: kulrich@cityoframsey.com

Buyer: Windows and Doors USA LLC
Frank Serna
11871 Jamestown St NE
Blaine, MN 55303
Email: info@wdmninc.com

Notices not given in the manner or within the time limits set forth in this Agreement are of no effect and may be disregarded by the party to whom they are directed.

- 13. CLOSING.** This transaction shall close within 30 days after Buyer delivers a Notice to Proceed to Seller or on such earlier date as Seller and Buyer may establish by mutual, written agreement; provided, however, Buyer may extend the Closing a total of two (2) times, each time for a period of sixty (60) days, by depositing an additional Three Thousand and 00/100 Dollars (\$3,000.00) earnest money with Escrow Agent for each extension. Each \$3,000 extension payment shall be non-refundable, but applicable to the Purchase Price. The Closing shall take place at the offices of the Escrow Agent, or at

some other place as the parties may mutually agree prior to such date. At the option of either Party, the executed closing documents, Purchase Price and closing costs may be deposited with the Escrow Agent and disbursed by the Escrow Agent pursuant to avoid the necessity for a Closing at which the Parties are present.

- a. **Seller's Obligations at Closing.** At Closing, Seller must deliver to Escrow Agent, for delivery to Buyer:
 - i. A limited warranty deed, duly executed and acknowledged on behalf of the City and with the City's seal affixed, conveying title to the Property, subject to (A) the lien of real estate taxes, if any, not yet due and payable and any installments of special assessments certified for payment therewith; (B) Building, Subdivision and Zoning Ordinances; (C) Matters that would be disclosed by an accurate survey of the Property; and (D) matters that constitute Permitted Exceptions pursuant to Section 6;
 - ii. A certified copy of a duly adopted City Ordinance and Resolution authorizing Seller's sale of the Property to Buyer; and
 - iii. Seller's affidavits, well disclosure certificate (if required), settlement statement approved by Seller and Buyer, and any other documents required by the Escrow Agent.

- b. **Buyer's Obligations at Closing.** At Closing, Buyer must:
 - i. Wire Transfer (or deliver a certified check in) an amount equal to the amount of the Purchase Price adjusted for to reflect Buyer's prior payment of the Earnest Money and to reflect amounts Buyer must pay or will receive pursuant to Section 14(c), to Escrow Agent for disbursement to Seller and others pursuant to this Agreement and the Settlement Statement; and
 - ii. File or cause Escrow Agent to file an Electronic Certificate of Real Estate Value, if required and necessary.

- c. **Closing Costs.**
 - i. At Closing, the following Seller closing costs and expenses must be paid from the Purchaser Price or, if the Purchase Price is not sufficient, paid by Seller:
 1. Seller shall pay all outstanding property taxes, including but not limited to, Payable 2021 for the Property.
 2. Seller's own attorney's fees.
 3. One-half the cost of any closing fees.

4. The cost of real estate broker commission fees as prescribed in Section 14.
5. State Deed Tax

ii. At Closing Buyer must pay the Purchase Price to Seller and the following costs and expenses:

1. Buyer's portion of prorated property taxes.
2. Buyer's own attorney's fees.
3. One-half the cost of any closing fees.
4. Documentary and recording fees for the deed(s).
5. The cost of the owner's title insurance policy, if Buyer elects to purchase an Owner's title insurance policy.

d. **Possession.** Seller must deliver possession of the Property to Buyer at Closing.

14. REAL ESTATE BROKERS. Seller and Buyer represent and warrant to each other that they have dealt with no brokers, real estate agents, finders or the like in connection with this transaction, other than REMAX Commercial ("Buyer's Broker") Seller shall pay Buyers Broker 2.5% of final gross sale price. Seller and Buyer agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any broker's fees or commissions resulting for their actions or agreements regarding the execution or performance of this Agreement, other than the fees payable to Seller's Broker, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorney's fees.

15. ASSIGNMENT. This Agreement may not be assigned without the written consent of the non-assigning Party. The Seller recognizes the Buyer intends to assign this Agreement to an affiliated special purpose entity that will be registered officially with the State of Minnesota.

16. THIRD PARTY BENEFICIARY. There are no third-party beneficiaries of this Agreement, intended or otherwise.

17. JOINT VENTURE. Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint ventures or partners.

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

19. ENTIRE AGREEMENT / MODIFICATION. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements

that change this Agreement and no waiver or modification of any of its terms will be effective unless in writing executed by the parties.

20. BINDING EFFECT. This Agreement binds and benefits the Parties and their successors and assigns.

21. CONTROLLING LAW. This Agreement is made under the laws of the State of Minnesota and such laws will control its interpretation.

22. REMEDIES.

- a. If Buyer fails to perform any of the terms or conditions of this Agreement within the specified time limits, Seller may declare this Agreement terminated pursuant to Minnesota Statutes section 559.21. Seller's sole remedy in the event of Buyer's default is retention of the Earnest Money, unless Buyer defaults under Section 7 or 12 of this Agreement, in which case Seller may retain the Earnest money or suspend the performance of its obligations under this Agreement and commence an action in Anoka County District Court to recover its actual damages arising from the default.
- b. If Seller fails to perform any of the terms or conditions of this Agreement within the specified time limits, Buyer may, as its sole remedy, declare this Agreement terminated in which case Escrow Agent and, if applicable, Seller, shall refund the Earnest Money (both the Initial Disbursement and the Remaining Earnest Money) to Buyer, or, in the alternative, Buyer may have this Agreement specifically enforced and recover any incidental damages. Buyer waives all claims for consequential damages against Seller based on Seller's breach or alleged default hereunder.

23. WAIVER. Failure of Seller or Buyer to insist upon the performance of any of the covenants, agreements and/or conditions of this Agreement or to exercise any right or privilege herein shall not be deemed a waiver of any such covenant, condition or right.

24. SURVIVAL OF TERMS AND CONDITIONS. The terms and conditions of this Agreement shall survive and be in full force and effect after the delivery of the deed, and shall not be deemed to have merged therein.

25. SEVERABILITY. Each provision of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

26. CONSTRUCTION. The Parties acknowledge that this Agreement was initially prepared by Seller solely as a convenience and that all Parties and their counsel hereto have read and full negotiated all the language used in this Agreement. The Parties acknowledge that because all Parties and their counsel participated in negotiating and

drafting this Agreement, no rule of construction shall apply to this Agreement to construe ambiguous or unclear language in favor of or against any Party.

- 27. COUNTERPARTS; DIGITAL COPIES.** This Agreement may be executed in any number of counterparts and the signature pages of the separate counterparts combined into a single copy of this Agreement which will then constitute a fully executed version of this Agreement. A facsimile, .pdf file or digital copy of a signed counterpart or of an assemblage of counterparts of this Agreement shall be deemed to be an original thereof.
- 28. CONSTRUCTION DEADLINE.** Buyer shall obtain a certificate of occupancy from the City of Ramsey for the construction of a minimum 10,000 SF building compliant with City Zoning requirements to be further defined by an approved Site Plan a year after closing. At Closing, a “Right of Re-Entry Agreement” must be executed and recorded to the Property providing that, in the event the above deadline is not met, Seller has the right to reclaim title to the parcel(s) for which a certificate of occupancy was not obtained.
- 29. TIME PERIODS.** The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. Central Time on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.
- 30. PLATTING & DEVELOPMENT AGREEMENT.** Buyer must be in the process of obtaining Site Plan Approval and Development Agreement, and approved building exterior visual renderings with the City of Ramsey for its intended project before Closing. The Development Agreement and Site Plan must comply with all local zoning ordinances and design standards.

SELLER: The City of Ramsey, a Minnesota municipal corporation

By: _____
Mark E. Kuzma, Mayor

Dated: _____, 2021

By: _____
Kurt Ulrich, City Administrator

Dated: _____, 2021

BUYER: Windows and Doors USA LLC

By: _____
Frank Serna, President

Dated: _____, 2021

Exhibit A

Lot 4, Block 1 Riverside West, Anoka County, Minnesota and a portion of Dolomite Street NW,

Anoka County PID Number: 34-32-25-13-0005

to be platted as:

Lot 1, Block 1, Riverside West Rearrangement (Subject to approval of Final Plat)

("Property")

Exhibit B



Councilmember Musgrove introduced the following resolution and moved for its adoption:

RESOLUTION #21-274

RESOLUTION APPROVING PURCHASE AGREEMENT FOR LOT 4, BLOCK 1, RIVERSIDE WEST – WINDOWS AND DOORS USA LLC

WHEREAS, the City of Ramsey, herein referred to as the “City,” owns various parcels throughout the City of Ramsey; and

WHEREAS, the City negotiated the terms of Purchase Agreement for the sale of the parcel legally described on **Exhibit A** (“the **Property**”), with Windows and Doors USA LLC, a Minnesota Limited Liability Company (the “Developer”); and

WHEREAS, the City and Developer have negotiated a Purchase Price of \$2.79 per square foot on +/- 1.46 acres (63,971 square feet) subject to Final Plat filing of Riverside West Rearrangement for the Property referenced in the Purchase Agreement; and

WHEREAS, the City hereby declares the Property to be surplus City-owned land and is no longer needed for current or future City functions, and authorizes the property to be sold; and

WHEREAS, the formal Purchase Agreement requires a Right-of-Re-Entry Agreement be recorded at the closing of this land transaction; and

WHEREAS, the Ramsey EDA recommends the sale and development of the Property to Windows and Doors USA LLC; and

WHEREAS, Windows and Doors LLC is a company that is active and in good standing as documented in the Office of the Minnesota Secretary of State as of September 21, 2021; and

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

- 1) That the City hereby declares the Property to be surplus City-owned land, and authorizes the property to be sold.
- 2) That the City hereby authorizes the sale of the Property to Windows and Doors LLC, a Minnesota Limited Liability Company for \$2.79 per square foot on +/- 1.46 acres (63,971 square feet) subject to Final Plat filing of Riverside West Rearrangement for the Property referenced in the Purchase Agreement for the development of a minimum 10,000 square foot office/showroom/warehouse building.
- 3) That the City authorizes execution of the Purchase Agreement and requires a Right-of-Re-Entry Agreement to be recorded at the closing of this land transaction.

- 4) That the City hereby authorizes the City Administrator and Mayor to sign any and all documents necessary to close on the sale of the Property, consistent with Charter and State law requirements.

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

Mayor Kuzma
Councilmember Musgrove
Councilmember Woestehoff
Councilmember Heineman
Councilmember Howell
Councilmember Riley
Councilmember Specht

and the following voted against the same:

None

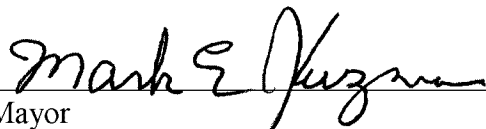
and the following abstained:

None

and the following were absent:

None

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 28th day of September, 2021.



Mayor

ATTEST:



City Clerk

EXHIBIT A
DEVELOPMENT PROPERTY

Lot 4, Block 1 Riverside West, Anoka County, Minnesota and a portion of Dolomite Street NW,
Anoka County PID Number: 34-32-25-13-0005

to be platted as:

Lot 1, Block 1, Riverside West Rearrangement (Subject to approval of Final Plat)

Economic Development Authority (EDA)

4. 3.

Meeting Date: 12/09/2021

Submitted For: Sean Sullivan, Community Development

By: Sean Sullivan, Community Development

Title:

West Armstrong Redevelopment Area Update and Approval of Topographic Survey

Purpose/Background:

The purpose of this case is to:

- 1) Receive West Armstrong Redevelopment Area Update
- 2) Consider approval of Topographic Survey
- 3) Consider a recommendation to the City Council to fund the Proposal for Engineering Services (i.e., feasibility, preliminary design, plans and specs) for West Armstrong Redevelopment Area

Background:

In May of 2021, the EDA and City Council reaffirmed the vision of the West Armstrong Redevelopment Area (Industrial and COR zoning) and to asked Staff to put together a plan to identify project costs and design to:

- 1) Reconstruct 146th, 147th and Ferret Street
- 2) Extend Ferret St. to Bunker Lake Boulevard
- 3) Install City Sewer, Water and Storm Sewer

Development Update in West of Armstrong Redevelopment Area and Bunker Lake Business Park

Industrial development and demand remains strong in the City of Ramsey. Recent in-fill Development (65,000 SF - Anderson Dahlen - AEC Energy Park) and developments in Bunker Lake Industrial Park (Oppidan - 405,000 SF and BLIP 4 - 67,000 SF) have reduced the available industrial land to approximately 20 acres. Staff and PSD LLC have been working with an unidentified user to acquire approximately 10 acres and to construct a 100-150,000 SF industrial warehouse building in Bunker Lake Industrial Park. If this project is completed that would leave approximately 10 acres of shovel ready land available for industrial development.

In May of 2021 the City Council and EDA affirmed to land use vision in the West Armstrong Redevelopment area identifying the land west of Ferret St as Commercial / Industrial and the land east of Ferret Street as Retail / Office (COR). Staff has been approached by smaller industrial users and other commercial/industrial projects that have interest in locating to that area if City utilities are available. The City Council directed staff to bring forth a proposal to obtain design and costs to reconstruct and design roadways and to install City utilities.

The Proposed City Road and Infrastructure Project

In 2017-2018, the City began planning for the reconstruction of 146th Avenue, 147th Avenue and Ferret Street. In January of 2019, the City tabled the project with the support of the adjacent private property owners until future land use planning and visioning were complete. With the completion of the 2040 Comprehensive Plan Update, that visioning and land use planning is now complete and the City should be able to move forward with this needed pavement management plan without interfering with the redevelopment vision. In fact, investment in basic infrastructure in this area likely will leverage interest in private redevelopment. This proposed project expands sewer and water in the area and also connects Ferret Street to Bunker Lake Boulevard (new infrastructure in addition to reconstruction of existing infrastructure).

City Staff has worked with Bolton and Menk to put together a phased approach that will ultimately provide a cost and preliminary design of improvements in the area. A topographical survey and borings are needed prior to putting together a design and cost estimate for the project. A copy of the proposal for the Topographical Survey is attached

to this case. Staff is proposing that this cost be paid for out of the EDA Professional Services Fund (9230.6315). Once the Topographical Survey is complete, Bolton and Menk can begin work on the Engineering Services for the West Armstrong Redevelopment Area. The Proposal for Engineering Services (i.e., feasibility, preliminary design, plans and specs) for West Armstrong Redevelopment Area is attached to this case and would need City Council Approval.

Staff is asking for action by the EDA on both of these proposals.

Notification:

Notification is not required.

Observations/Alternatives:

Observations:

The proposal for the Topographic Survey is for \$7,955.00. Staff is recommending that the EDA authorize funding this out of its Professional Services (9230-6315). The EDA does not need City Council approval for this expenditure as it is within the the EDA annual approved budget.

The proposal for Engineering Services for West Armstrong Redevelopment Area (Design / Plans and Specs and Updated Bunker Lake Blvd Feasibility Study) is \$49,835.00. It should be noted that the Topographical Survey referenced in this proposal has been removed and is included in the \$7,955.00 Topographical Survey above. In this proposal there is also a proposed Feasibility Report Update at the line item cost of \$8,160. Staff has spoken with City Engineer Bruce Westby and this feasibility update could be performed in-house by the City Engineering team if there is available staff capacity. Staff would ask for flexibility from the EDA and a recommendation the the City Council to fund the entire cost of the study (including the Feasibility Report Update) with the ability to reduce it if the work can be done internally. This item cannot be authorized by the EDA and will need City Council approval.

Proposal for Engineering Services for West Armstrong Redevelopment Area Topographical Survey - \$7,955.00 -

Alternatives:

- 1) EDA authorize funding and order report of Engineering Services for West Armstrong Redevelopment Area Topographical Survey as presented (\$7,955.00)
- 2) Something else

Proposal for Engineering Services for West Armstrong Redevelopment Area (Design/Plans and Specs and Feasibility Update) - \$49,835

Alternatives:

- 1) EDA recommend to City Council to Authorize the Funding and Order Engineering Services for West Armstrong Redevelopment Area (Designs/Plans and Feasibility Update) as presented (\$49,835)(Staff Recommendation)
- 2) EDA recommend to City Council to Authorize the Funding and Order Engineering Services for West Armstrong Redevelopment Area (Designs/Plans and Specs) excluding the Feasibility Report Update (\$41,675)
- 3) Something else

Funding Source:

Engineering Services for West Armstrong Redevelopment Area Topographical Survey

The funding is proposed to come from EDA professional services line item budget 9230-6315.

Engineering Services for West Armstrong Redevelopment Area (Designs/Plans and Feasibility Update)

The funding for this action would be determined based on consultation with Finance Director and City Council direction.

1. PIR Fund
2. EDA Fund Balance

- 3. Anoka County HRA (Housing and Redevelopment Authority) Fund
- 4. TIF (Tax Increment Financing) (Expenses incurred prior to November 28, 2023)

Recommendation:

EDA authorize funding and order report of Engineering Services for West Armstrong Redevelopment Area Topographical Survey as presented (\$7,955.00)

and;

EDA recommend to City Council to Authorize the Funding and Order Engineering Services for West Armstrong Redevelopment Area (Designs/Plans and Feasibility Update) as presented (\$49,835)(Staff Recommendation)

Action:

Motion to authorize funding and order report of Engineering Services for West Armstrong Redevelopment Area Topographical Survey as presented (\$7,955.00)

and;

Motion to recommend to City Council to Authorize the Funding and Order Engineering Services for West Armstrong Redevelopment Area (Designs/Plans and Feasibility Update) as presented (\$49,835)

Attachments

Site Location Map

ACTION - Proposal for Topographical Survey

ACTION - Proposal for Design and Plans and Specs

Form Review

Inbox	Reviewed By	Date
Sean Sullivan (Originator)	Sean Sullivan	12/01/2021 03:31 PM
Bruce Westby	Bruce Westby	12/02/2021 09:27 AM
Brian Hagen	Brian Hagen	12/02/2021 10:00 AM
Kurt Ulrich	Kurt Ulrich	12/02/2021 02:02 PM
Form Started By: Sean Sullivan		Started On: 11/29/2021 10:01 AM
Final Approval Date: 12/02/2021		

West Armstrong Redevelopment Area



Parcel Information: Approx. Acres: 45
 Commissioner: MATT LOOK

Owner Information:



Plat:

Sean Sullivan

1:4,800

Date: 3/29/2021

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.



Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

November 23, 2021

Mr. Bruce Westby, P.E.
City Engineer
City of Ramsey
7550 Sunwood Drive NW
Ramsey, Minnesota 55303

RE: Proposal for Engineering Services – West Armstrong Redevelopment Area Topographic Survey

Dear Mr. Westby:

We appreciate the opportunity to present this scope of services for a topographic survey of the West Armstrong Redevelopment Area Improvement project. Our scope and fees were prepared based on our conversations, along with previous documents prepared for the area. The proposed improvements will be generally as described below:

- Street construction & reconstruction of Ferret Street from 146th Avenue to Bunker Lake Boulevard,
- Street reconstruction of 147th Avenue and 146th Avenue to the extents shown on the attached figure,
- Extension of sanitary sewer, water and storm sewer to serve the area, and
- Improvements to Bunker Lake Boulevard necessary to allow for the Ferret Street connection.

Project scope assumptions used in creating this fee proposal include the following:

- **A topographic survey** of the corridors will be required for the project. The Bunker Lake Boulevard survey and design will be completed separately.

SCHEDULE AND FEES

Bolton & Menk will immediately schedule the survey and attempt to complete in 2021. Based on our understanding of the improvements, our proposed fees for the work are \$7,955.00.

If there are any questions related to this proposal, please call me at (651) 968-7760.

Sincerely,

Bolton & Menk, Inc.

Kevin P. Kielb, P.E.
Principal Engineer



Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

November 23, 2021

Mr. Bruce Westby, P.E.
City Engineer
City of Ramsey
7550 Sunwood Drive NW
Ramsey, Minnesota 55303

RE: Proposal for Engineering Services – West Armstrong Redevelopment Area

Dear Mr. Westby:

We appreciate the opportunity to present this scope of services for the West Armstrong Redevelopment Area Improvement project. Our scope and fees were prepared based on our conversations, along with previous documents prepared for the area.

The proposal is based on your July 9, 2021 email request, including the layout attached to the email.

SCOPE

The proposed base improvements will be generally as described below:

- Street construction & reconstruction of Ferret Street from 146th Avenue to Bunker Lake Boulevard,
- Street reconstruction of 147th Avenue and 146th Avenue to the extents shown on the attached figure,
- Extension of sanitary sewer, water and storm sewer to serve the area, and
- Improvements to Bunker Lake Boulevard necessary to allow for the Ferret Street connection.

Attached is a figure depicting anticipated improvements.

Project scope assumptions used in creating this fee proposal include the following:

- **A topographic survey** of the corridors will be completed under a separate contract. Information from the survey will be used for the design of the project.
- **Geotechnical** borings will be required for the project. A total of 3 borings within the redevelopment area will be required. We will use a combination of soil borings, record drawings and recommendations from the City's October 18, 2018 study to complete the pavement design for the area roadways.
- **Watermain** will be installed in Ferret Street from 146th Avenue to Bunker Lake Boulevard, connecting to the 12-inch watermain located in 147th Avenue and also connecting to the watermain in Bunker Lake Boulevard. The watermain will also be extended along 146th Avenue to the existing cul-de-sac bulb. Service lines and fire hydrants will be installed along the corridor as-needed. The City will perform a leak test of the existing watermains in the area during the design phase of the project.

- **Sanitary Sewer** will be installed along the street segments, with connections anticipated to the existing sewer lines located in Bunker Lake Boulevard and 146th Avenue. Services will be extended as needed along the corridors. The City will televise the existing sanitary sewer lines in the areas during the design phase of the project.
- **Storm Sewer** will be installed along the corridors, with connections made to the existing systems in Armstrong Boulevard and Bunker Lake Boulevard. We will work with the City to determine storm water treatment needs for the proposed improvements. The City will televise the existing storm sewer lines in the areas during the design phase of the project.
- **Right-of-Way** and/or easements will be required for the project. New Right-of-Way (ROW) will be required for the Ferret Street extension. ROW and easements may be required along Bunker Lake Boulevard, depending upon the final scope of the improvements.
- **State Aid formatted plans and specifications**, will not be required for the project.
- **Traffic Control** will be designed per the Field Manual for Temporary Traffic Control Zone Layouts, and no project specific traffic control layouts will be created. The Traffic Control and Staging plans listed above will provide guidance to allow the contractor to prepare detailed plans for submittal and review.
- The City will forward **existing plans and record drawings** for the corridor for use in creation of the base drawings.
- On-line bidding through **QuestCDN** will be used for procurement of bids, with the on-line bid opening facilitated at Bolton & Menk's Ramsey office location.
- **Construction related services** such as staking, administration and observation are not included in this proposal. A separate proposal can be submitted once the extent and timing of the improvements is finalized.

BUNKER LAKE BOULEVARD

Ferret Street is proposed to connect to Bunker Lake Boulevard. The Future Business Park report, completed in 2015, provided recommendations for the long-term configuration of the roadway. A right-in/right-out access is depicted near the proposed connection of Ferret Street to Bunker Lake Boulevard. A full access is shown to the west of the proposed access location. See attached figures 5 and 8 from that study for reference.

The report was prepared prior to significant development in the area and included assumptions of businesses with high traffic volumes being developed in the area. We are proposing to update the traffic analysis completed with the study as a portion of this proposal. Recommendations from a traffic study update could include:

- Allow for right-in/right-out connection,
- Allow for right-in/right-out connection with addition of an eastbound right turn lane,
- Allow for full access with creation of westbound left turn lane in median,
- Allow for full access with creation of westbound left turn lane in median and additional long-term improvements to Bunker Lake Road.

This proposal assumes minor improvements to Bunker Lake Boulevard to allow for the connection of Ferret Street. Depending upon the outcome of the traffic study, additional improvements to Bunker Lake

Boulevard may be required or recommended. We will discuss the findings of the study with the City and determine the next series of improvements for Bunker Lake Boulevard.

FEASIBILITY REPORT UPDATE

The City of Ramsey completed a Feasibility Report in October of 2018. The report included considerations for many of the improvements currently proposed. We will work with the City to update the previously prepared Feasibility Report for the project. We anticipate this will include:

- Receive previous report from City in Word format,
- Update text, figures, cost estimates, and assessment roll,
- Review revised document with City, and
- Incorporate final revisions, as needed.

SCHEDULE

The project schedule has yet to be determined. Bolton & Menk is available to begin plan preparation upon receiving a notice to proceed from the City.

PERMITTING AND APPROVALS

The work associated with the roadway improvements will require the following permits:

- Lower Rum River Watershed Management Organization (Stormwater and Erosion Control),
- MPCA (NPDES – Construction Stormwater General Permit), and
- MnDOT State Aid Approval (potentially for Bunker Lake Boulevard).

FEES

We have attached a fee spreadsheet depicting hours, rates, and total compensation on a per task basis. We are proposing to use AET for geotechnical services. Based on our understanding of the improvements, our proposed fees for the work, including geotechnical services, are \$49,835.00.

If there are any questions related to this proposal, please call me at (651) 968-7760.

Sincerely,

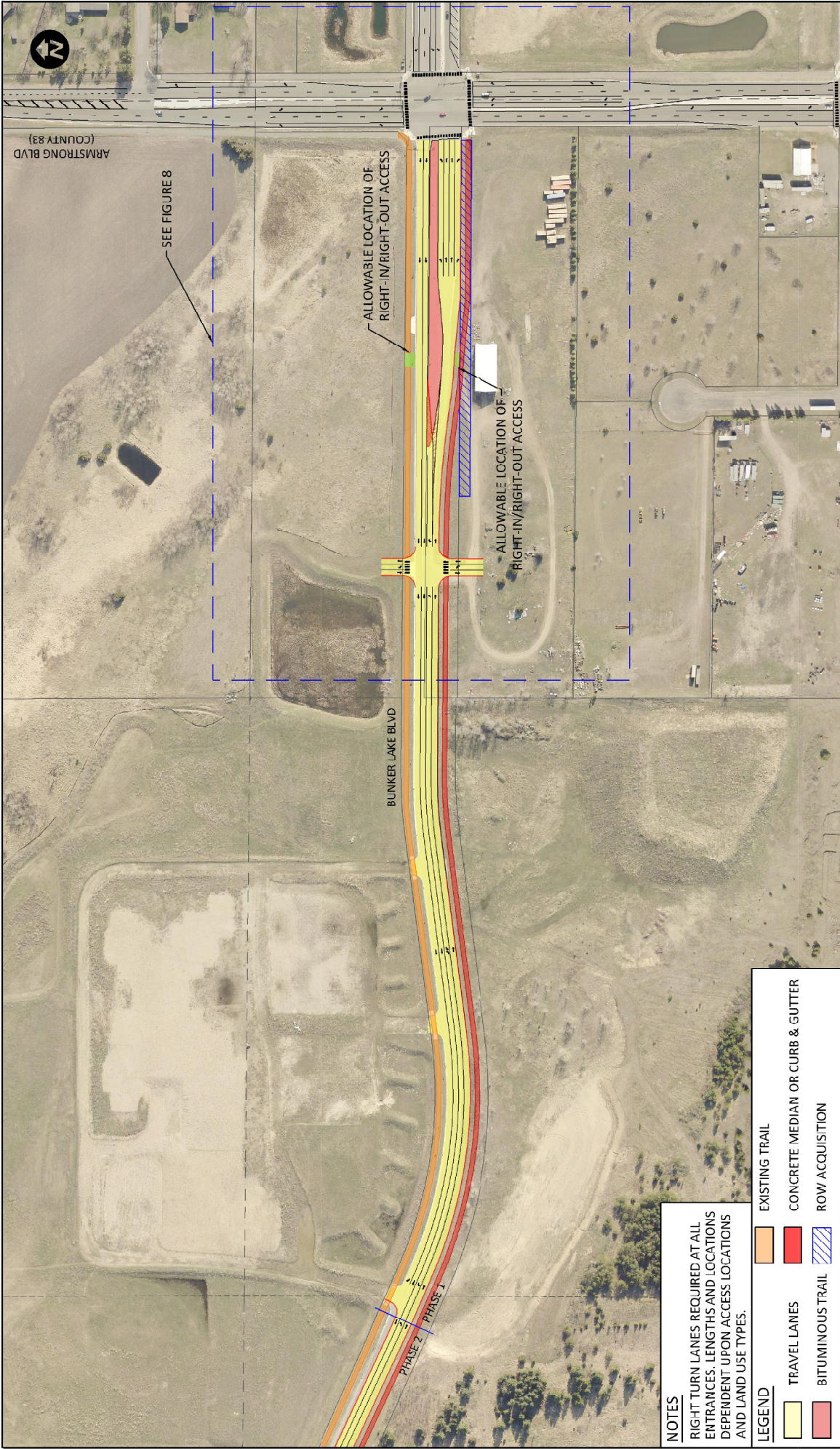
Bolton & Menk, Inc.



Kevin P. Kielb, P.E.
Principal Engineer

ATTACHMENTS:

- Improvements Exhibits
- Future Business Park Exhibits (2 Pages)
- Detailed Fee Spreadsheet



NOTES

RIGHT TURN LANES REQUIRED AT ALL ENTRANCES. LENGTHS AND LOCATIONS DEPENDENT UPON ACCESS LOCATIONS AND LAND USE TYPES.

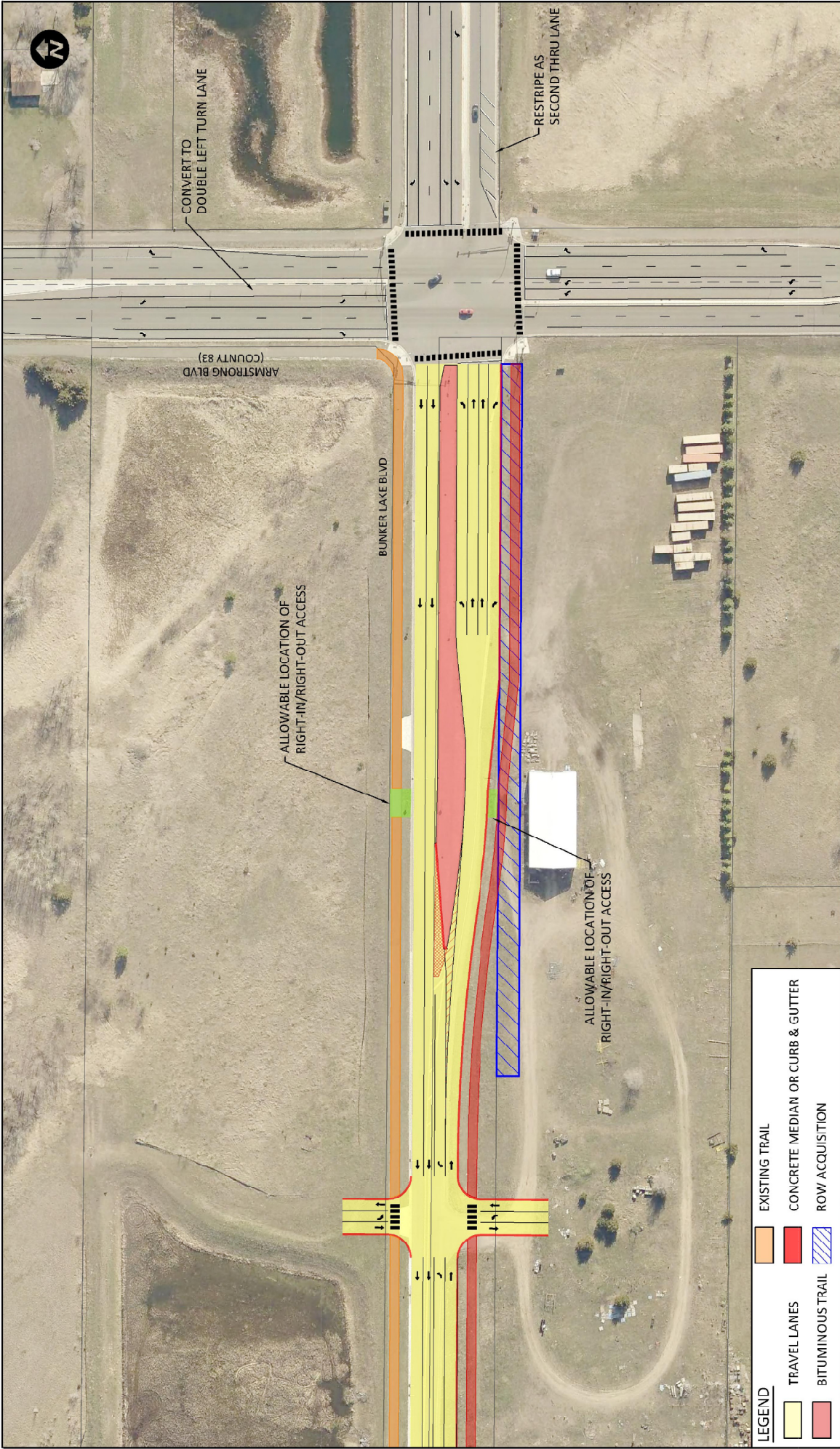
LEGEND

- TRAVEL LANES
- CONCRETE MEDIAN OR CURB & GUTTER
- BITUMINOUS TRAIL
- EXISTING TRAIL
- ROW ACQUISITION



**FUTURE BUSINESS PARK
CITY OF RAMSEY, MINNESOTA**

FIGURE 5 - GEOMETRICS
July 2005



**FUTURE BUSINESS PARK
 CITY OF RAMSEY, MINNESOTA**

FIGURE 8 - BUNKER LAKE BOULEVARD AT ARMSTRONG BOULEVARD
 July, 2015

DETAILED COST ESTIMATE

CLIENT: City of Ramsey PROJECT: West Armstrong Redevelopment Area	BOLTON & MENK, INC.									
WORK TASK DESCRIPTION	Project Manager	Project Engineer	Design Engineer	Sr. Traffic Engineer	Technician	Survey	Clerical	Total Hours	Cost	

Design Services

1.0 Project Management / Meetings	6	6	2	0	0	0	2	16	\$2,510
2.0 Feasibility Report Update	8	24	0	0	24	0	0	56	\$8,160
3.0 Bunker Lake Boulevard Traffic Study Update	2	0	10	8	2	0	0	22	\$3,620
4.0 Utility Coordination	0	4	2	0	2	0	0	8	\$1,130
5.0 Geotechnical Coordination	0	2	2	0	0	0	1	5	\$670
6.0 Final Design / Plan Preparation / Estimates / Permits	9	35	66	3	86	0	20	219	\$29,950
7.0 Bidding Services	5	10	7	0	0	0	5	27	\$3,890
Subtotal Bolton & Menk Design	25	71	82	11	114	0	23	326	\$46,040

SUBCONSULTANT - American Engineering Testing \$3,795

TOTAL for Design through Bidding \$49,835