

**City of Ramsey**  
**Agenda**  
**Economic Development Authority (EDA)**  
**Thursday, October 13, 2022**  
**7:30 am**  
**Council Chambers, 7550 Sunwood Drive NW**

Remote Attendance available at [www.cityoframsey.com/meetings](http://www.cityoframsey.com/meetings).  
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 September 8, 2022
  
- 4. EDA Business**
  1. Request Recommendation to Complete COR Site Improvements, Infrastructure and Wetland Analysis
  2. Consider Cancellation of Purchase Agreement for Parcel 50; Case of Java Companies, L.L.C.
  
- 5. Member/Staff Input**
  
- 6. Adjournment**

**Economic Development Authority (EDA)**

**3. 1.**

**Meeting Date:** 10/13/2022

**Submitted For:** Sean Sullivan, Community Development

**By:** Wendy Schlueter, Community Development

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**Title:**

Approve Meeting Minutes for September 8, 2022

**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 September 8, 2022 meeting minutes.

**Action:**

Motion to approve September 8, 2022 EDA meeting minutes.

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**Attachments**

EDA Minutes

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Sean Sullivan	Sean Sullivan	09/21/2022 12:43 PM
Brian Hagen	Brian Hagen	10/06/2022 02:37 PM
Form Started By: Wendy Schlueter		Started On: 09/12/2022 02:42 PM
Final Approval Date: 10/06/2022		

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

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, September 8, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:     Chairperson Michael Olson  
                          Member Rachal Johnson  
                          Member William MacLennan  
                          Member Chris Riley  
                          Member Shanna Stewart  
                          Member Scott Wiyninger

Members Absent:     Member Chelsee Howell

Also Present:         Sean Sullivan, Economic Development Manager

**1.     CALL TO ORDER**

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

**2.     APPROVE AGENDA**

Motion by Member Johnson, seconded by Member Wiyninger, to approve the agenda.

Motion carried. Voting Yes: Chairperson Olson, Members Johnson, Wiyninger, MacLennan, Riley, and Stewart. Voting No: None. Absent: Member Howell.

**3.     CONSENT AGENDA**

**3.01:   Approve Meeting Minutes Dated August 11, 2022**

Motion by Member Riley, seconded by Member Stewart, to approve the August 11, 2022, minutes as presented.

Motion carried. Voting Yes: Chairperson Olson, Members Riley, Stewart, Johnson, MacLennan, and Wiyninger. Voting No: None. Absent: Member Howell.

**4.     EDA BUSINESS**

**4.01:   Receive 2022 Summary of Business Appreciation Day Event**

Economic Development Manager Sullivan presented the staff report. He asked whether the EDA would be interested in offering a box lunch. This suggestion was made by one participant the past two years.

Member Stewart noted that was one suggestion out of the 100 plus attendees and therefore she would not support adding that element.

Member MacLennan stated that he does like the lunch and perhaps there would be an opportunity for a sponsorship for that element. He commented that it is not always easy to go to the clubhouse to get something to eat when you are on the course.

Member Riley stated that he would lean towards following the existing format. He stated that there continues to be positive feedback about the dinner and the price of the event, therefore he would hate to take away from the dinner or increase the cost of the event. He stated that he would be open to the option if there was a sponsorship of that cost.

Member Johnson stated that perhaps that is offered as an add-on option for registration and that way participants could make the choice on whether they would like to add that.

Economic Development Manager Sullivan commented that while that sounds like a good concept, it would be difficult logistically. He stated that there could be an option to offer box lunches for purchase prior to the event but is unsure the course would want to do that without having solid numbers. He stated that he would prefer an all or nothing approach.

Chair Olson agreed with the all or none approach. He stated that perhaps they could publicize that lunch will not be provided in the event flyer, but food would be available for purchase at the clubhouse.

Member Winyinger stated that personally he believes there would be benefit in pursuing a corporate sponsorship by a Ramsey business to determine if they would be willing to sponsor that lunch offering. He acknowledged the administrative burden as they would perhaps need to consider dietary restrictions. He agreed that the admission charge should not be raised in order to offer lunch.

Chair Olson agreed that the City or EDA should not contribute additional funds towards lunch, nor should the participants. He echoed the notion that perhaps a business would be willing to sponsor a box lunch for the event.

Economic Development Manager Sullivan stated that the registration form offers the opportunity for hole sponsorship or prize donations. He stated that staff does not solicit donations therefore asking for a sponsor would be a fundamental change as the event is meant to recognize and appreciate businesses. He also did not want to see businesses react negatively if one business was allowed to sponsor the lunch but perhaps another could not. He agreed that only one person requested this option. He agreed that staff could work with Northfork and perhaps patrons could purchase something in advance of their round. He noted that utilization of the clubhouse also financially benefits (The Links of) Northfork, a Ramsey business.

The consensus of the EDA to state in registration that food is available for purchase at the clubhouse.

Economic Development Manager Sullivan continued to review feedback received from the survey. He stated that there were comments that some events have more activities at the holes. He noted that perhaps they encourage businesses to do more at the sponsored holes.

Member MacLennan agreed that it is more fun to have interaction at the holes and would also be a benefit for the business to interact with the golfers.

Member Wyingner encouraged a dropdown menu on the registration that would provide some options for businesses to select, such as having signage, having employees at the hole, or having an activity. He noted that if there were more sponsors than holes, one business could have a sign with another business running an activity.

Member MacLennan noted that the activities could then be spaced out a bit.

Economic Development Manager Sullivan confirmed that staff attempts to space out those that have planned activities.

Member Johnson stated that perhaps staff could have some suggestions of what type of activities could be done at holes.

Economic Development Manager Sullivan confirmed that staff does provide ideas to those that reach out.

Member Riley liked the use of encourage rather than require. He stated that staff does have contact with sponsors and perhaps there is a goal for 50 percent of the holes to have activities and if they are running short on that goal, staff could suggest some ideas. He noted that they would also want to be mindful of the speed of play.

Member Stewart stated that if the best hole sponsor is acknowledged that could encourage businesses to do more.

Economic Development Manager Sullivan commented that ultimately staff would just have to pick the best hole sponsor during what is already a busy time for staff.

Member Riley commented that they could have fun with some of the prizes such as best hole, best dressed, etc.

It was the consensus of the EDA to offer prizes for the best hole sponsor and best dressed team.

Economic Development Manager Sullivan confirmed the consensus to continue with pre-draw. He asked for direction from the EDA to select the 2023 date for the event and to select Northfork

as the location. He stated that while he would love to go between the two courses in Ramsey, Rum River Hills does not have enough space to host the banquet portion for the event.

Member Riley commented that the event was recently held at Rum River Hills during COVID when there was not a dinner included.

Motion by Member Johnson, seconded by Member MacLennan, to select August 15, 2023 as the date for the 2023 Business Appreciation Day event and Northfork for the venue.

Motion carried. Voting Yes: Chairperson Olson, Members Johnson, MacLennan, Riley, Stewart, and Wyingner. Voting No: None. Absent: Member Howell.

Member Riley thanked staff for the great event this year.

Economic Development Manager Sullivan recognized the other staff members that assisted in the event.

#### **4.02: Review Draft Mobile Food Unit (Food Truck) Ordinance**

Economic Development Manager Sullivan presented the staff report.

Chairperson Olson asked if there are a lot of changes in the proposed ordinance as opposed to what currently happens.

Economic Development Manager Sullivan replied that it is currently regulated through a Transient Merchant License and explained the differences.

Member Stewart noted that there was recently a food truck in the parking lot of Sammy's Pizza and asked if that created a conflict which brought this forward.

Economic Development Manager Sullivan replied that the ordinance was not drafted because of that. He acknowledged that a multi-tenant building can be tricky because a landowner can sign off on the application for the Transient Merchant License.

Member Stewart asked if the food truck only needs permission from the landowner and not the businesses.

Economic Development Manager Sullivan replied that currently that is true but that would not be the case under the draft ordinance.

Member MacLennan noted that the permission of the business would not be needed if the food truck is 100 feet or more from the business. He used the example of a food truck being in the grocery store development parking lot, but far enough from Acapulco to need the permission of that business, noting that the food truck could take business from the restaurant. He stated that the brick-and-mortar businesses invest a lot of money in their business and pay taxes, while food trucks do not pay the same taxes.

Economic Development Manager Sullivan replied that he does understand that argument but there are not that many food trucks in the community and did not anticipate an influx based on the implementation of a new ordinance. He stated that he would find it hard pressed for the ownership of the Acapulco development to allow a food truck because of the restaurant being in the development. He noted that if it were to happen, he did not think it would happen more than once because the restaurant would most likely voice concern to the ownership, who would want to protect their tenant.

Member MacLennan stated that he likes food trucks, but in a certain venue.

Economic Development Manager Sullivan stated that this is the type of feedback he expected from the EDA, and it is on point. He noted that Anoka is the only community around the area that does not allow food trucks, with the exception of its food truck festival. He stated that if Connexus wanted to bring in a food truck for their employees, this would provide that opportunity and would also ensure the truck is licensed and follows proper health and safety measures. He noted that if the EDA only wants to allow food trucks for special events, that could be the recommendation.

Member Stewart asked if an employer bringing in a food truck would be considered a special event.

Economic Development Manager Sullivan replied that special events are handled in a different way than a Transient Merchant License. He stated that a special event is a more extensive process as it is reviewed by police and fire in addition to the other departments involved. He noted that it would be more administrative work for different departments.

Member Stewart stated that there are a lot of industrial businesses in the community that may wish to bring in a food truck for employees and perhaps the special event process may deter an employer from choosing that.

Member Johnson asked if there is an estimate of the number of food trucks in the area.

Economic Development Manager Sullivan replied that he was unsure but could look into it.

Member Johnson stated that she does not anticipate there is a large number of food trucks in the area. She commented that this would be a good way to make food trucks attractive to the area and perhaps one of those businesses may consider Ramsey if they get to the point where they want a sit-down location.

Member Riley commented that he likes the draft ordinance concept. He recognized that they do not want food trucks to compete with local restaurants but also recognized the trend. He asked if the draft ordinance was developed using a template or based off other cities.

Economic Development Manager Sullivan replied that this process began in 2019 with a review of many different ordinances of other communities. He noted that originally the intent was to create a section within Transient Merchant Licenses, but it was too messy and therefore the idea

arose to create a separate ordinance was pursued. He confirmed that staff has reviewed the ordinances of many other communities as well as information from the League of Minnesota Cities.

Member Riley stated that he likes that this has requirements without being overly burdensome. He referenced the fees and asked if the City would incur most cost for an annual license rather than a 90-day license.

Economic Development Manager Sullivan confirmed that there would be the potential for more enforcement if a truck is operating for a longer period of time.

Member Riley asked if the fee has been analyzed to ensure it is a cost driven fee.

Economic Development Manager Sullivan confirmed that staff did compare the costs from many other communities and that it was in the middle.

Member Wyingner stated that he is generally in favor of the draft ordinance as it provides businesses with the ability to have an easier path to have a food truck. He commented that often restaurant entrepreneurs begin with a food truck and as they have success, they take the step to open a restaurant. He asked if the fee could be discounted for businesses that are headquartered in Ramsey. He stated that would show the City supporting its local businesses.

Economic Development Manager Sullivan asked for clarification on whether the intent would be to have a discount for restaurants that have a brick-and-mortar location and food truck or for residents of Ramsey that own a food truck.

Member Wyingner replied that the policy refers to the homebase and therefore he would intend to apply that for businesses that choose to have their headquarters/homebase in Ramsey.

Chairperson Olson stated that he has a neighbor that has a food truck and would agree that it would be appropriate to offer a discount for those food truck businesses that are based in Ramsey.

Economic Development Manager Sullivan stated that a license for one year is \$250. He noted that a brick-and-mortar restaurant has taken the step to invest in that business to have a sit-down location and is paying taxes at that location, therefore he would be more likely to support a discount for that license compared to a home-based business.

Member MacLennan stated that the one-year license is very cheap and did not believe it needed to be discounted. He stated that if a truck is doing well, not everyone would spend the extra money to open a brick-and-mortar location and could instead buy another truck or two. He stated that if the intent is to attract restaurant in The COR, perhaps food trucks should not be allowed in that area.

Chairperson Olson commented that he did not think there is a huge risk in adopting this ordinance and believed it adds nice definition. He stated that if the city were to become overrun with food

trucks, they could make an amendment to address that. He stated that food trucks also offer service for weddings, graduations, and other celebrations.

Member Johnson agreed noting that she does not see many food trucks in the area in general. She stated that they could also ask food truck vendors what their thoughts would be on opening a brick-and-mortar location.

Member Stewart asked if the Anoka regulation only applies to the business district area or whether the food trucks are not allowed for residential events.

Economic Development Manager Sullivan was unsure if there were residential restrictions. He noted that in the review there was no license option and the only exception specified was for a special event like the food truck festival. He stated that the intent today was to solicit feedback as this will go through the Planning Commission and City Council. He referenced the comments of Member MacLennan and asked if he would suggest limiting the licenses to a certain number per year, noting that some communities only issue a certain number of licenses per year. He stated that can be tricky for businesses that want to bring in a food truck if the licenses are already procured. He noted that feedback will be solicited from businesses and residents over the next year if this is enacted and they can continue to monitor.

Member MacLennan stated that he does not have a problem with a business bringing in a food truck for its employees. He stated that he would have an issue with a food truck coming to The COR each day and parking in the same spot which could deter a restaurant from coming to Ramsey. He stated that perhaps there is a limitation on where the truck and be located or how many times within a period the truck could be located in a certain spot. He stated that he does like the health and safety requirements.

Member Johnson stated that this is pretty limited to the summer months as most food trucks are not roaming communities in the winter. He did not believe many people would frequent a truck in the winter.

Member MacLennan stated that there is a food truck located at Do All Printing year round.

It was noted that food truck only serves food on a seasonal basis.

Member Stewart commented that there are food trucks that run year-round, but in more walking orientated metro areas such as Minneapolis and Saint Paul.

Economic Development Manager Sullivan commented that sometimes locations become unavailable. He noted that Do All Printing is part of the property that will likely be acquired for the Highway 10 project. He noted that the food truck business is working to potentially relocate to a brick and mortar space in Sunfish Lake Commons. He stated that method of operation that has gone on for the past many years, would not be allowed under the draft ordinance.

Member Johnson stated that if a food truck is becoming more successful and would like to move to a brick-and-mortar space, perhaps there is something that could be done to help with that transition.

Economic Development Manager Sullivan reviewed some of the current incentives that could be utilized for a restaurant. He noted that staff is looking at additional policies that could also be used as an incentive. He stated that he will provide the minutes from this meeting in the Planning Commission packet to assist in that review.

Member Wyingner stated that perhaps the distance from a business is considered, noting that 100 feet from a restaurant is not that far.

Member MacLennan stated that he is not totally against food trucks but want to ensure that restaurants are considered and protected as well.

Economic Development Manager Sullivan confirmed the consensus of the EDA to support the draft Mobile Food Truck Ordinance with additional consideration to proximity of restaurants.

#### **5. MEMBER / STAFF UPDATE**

Economic Development Manager Sullivan provided an update on proposed and ongoing development activity.

#### **6. ADJOURNMENT**

Motion by Member Wyingner, seconded by Member Johnson, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Olson, Members Wyingner, Johnson, MacLennan, Riley, and Stewart. Voting No: None. Absent: Member Howell.

The regular meeting of the Economic Development Authority adjourned at 8:35 a.m.

Respectfully submitted,

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Sean Sullivan  
Economic Development Manager

ATTEST:

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Wendy Schlueter  
Economic Development Administrative Assistant

Draft by Amanda Staple  
*TimeSaver Off Site Secretarial, Inc.*

DRAFT

**Economic Development Authority (EDA)**

**4. 1.**

**Meeting Date:** 10/13/2022

**Submitted For:** Sean Sullivan, Community Development

**By:** Sean Sullivan, Community Development

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**Title:**

Request Recommendation to Complete COR Site Improvements, Infrastructure and Wetland Analysis

**Purpose/Background:**

The purpose of this case is to consider a recommendation to complete COR infrastructure and wetland analysis.

On January 18, 2022 the Public Works Committee discussed the COR Site improvement and Infrastructure needs and asked staff to obtain cost estimates for the work. The EDA meeting in February 2022 and supported getting more information. Staff has not been able to complete the work in-house so Staff asked Bolton and Menk (they completed the previous COR infrastructure Study) to put together proposals to complete analysis and cost estimates on completing the following items:

- Ramsey Parkway from Willemite Street to Sunwood Drive (Roundabout)
- Zeolite Street from Sunwood Drive to Bunker Lake Boulevard,
- Yolite Street from Sunwood Drive to Ramsey Parkway,
- Center Street Realignment,
- Veterans Drive between Rhinestone Street and Ramsey Boulevard,
- The Waterfront Pond and Park Area,
- Filling of stormwater ponds in the southeast quadrant of the Bunker Lake Boulevard and Armstrong Boulevard intersection
- Filling of a wetland in the southeast quadrant of the Bunker Lake Boulevard and Armstrong Boulevard intersection and related analysis.

Bolton and Menk has provided two proposals that cover the work needed to provide feasibility and costs of completing the work. Construction and contracting costs have changed significantly since the last time analysis was done in 2018. During initial investigation it has become apparent that the wetland analysis and delineation need to be completed to determine the feasibility of the wetland and stormwater pond relocation and coordinated excavation of The Waterfront to make Parcel 46 a developable lot by adding fill excavated from The Waterfront to it. Staff has already asked Bolton and Menk to begin work on the wetland delineation component due to the time of the year and ability to complete the delineation while vegetation is still identifiable. There is additional work and analysis that is included in the attached wetland proposal that is also underway. Many of these items are interrelated and should be coordinated to maximize efficiency to complete the work. Staff has been told that there should be information regarding the status of the wetlands by the time of the EDA meeting that will help guide decision making moving forward. Kevin Kielb from Bolton and Menk will be present at the meeting to provide an update and to answer questions on the proposals.

Some of the items in the proposals (streets, site improvements, cost of study) could be paid for in full, or in part by TIF District 14. In order to be able to fund these items out of TIF 14 the work needs to be completed or in process prior to November 2023. Based on this short time period, staff is suggesting that costs are quantified as soon as possible so that the City Council and determine which projects should move forward and how they can be funded most efficiently.

The work being proposed is consistent with the mission of the EDA by helping facilitate and encourage quality development.

**Notification:**

N/A

**Observations/Alternatives:**

Financing options for needed improvements in the COR will become more limited after November 2023.

According to the CIP, Zeolite Street is planned to be reconstructed in 2026 and to be funded by TIF District 2 but development pressure for Parcel 46 could likely move the need for reconstruction forward. Some costs, such as the excavation of the Waterfront basin to obtain fill for Parcel 46 is a TIF eligible expense and would need to occur before November 2023 to be included in the TIF 14 budget. Completion of the attached proposals is needed to determine the feasibility of projects and to identify costs so the projects can coordinated and be budgeted efficiently.

**Alternatives:**

- 1) Recommendation to City Council to authorize the Wetland and COR Infrastructure proposals utilizing TIF District (2,14) funds.
- 2) Recommendation to City Council to authorize the Wetland and COR Infrastructure proposals utilizing EDA funds.
- 3) Something else.

**Funding Source:**

To be determined. It is likely that different facets of this project would be handled by different funding sources. Potential funding sources include:

- TIF
- Sewer and/or Water Fund
- Park Dedication / Trust Fund,
- PIR
- EDA
- Wetland bank

**Recommendation:**

N/A

**Action:**

Motion to recommend to City Council to authorize the Wetland and COR Infrastructure proposals utilizing TIF District (2,14) funds.

**Attachments**

Site Location Map

ACTION - COR Infrastructure Analysis

ACTION - COR Wetland Analysis

**Form Review**

**Inbox**

Sean Sullivan (Originator)  
 Bruce Westby  
 Sean Sullivan (Originator)  
 Brian Hagen  
 Form Started By: Sean Sullivan  
 Final Approval Date: 10/06/2022

**Reviewed By**

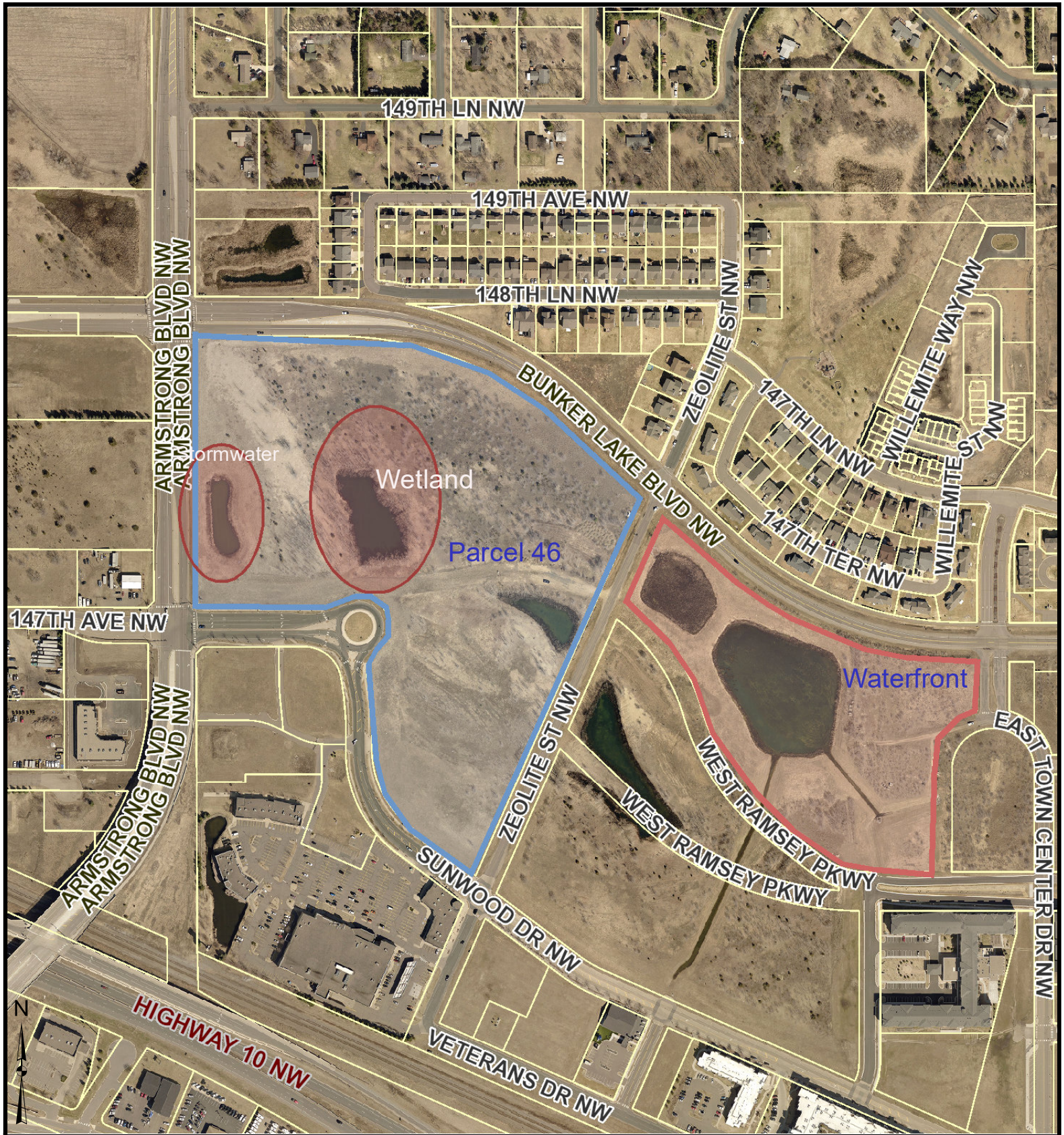
Sean Sullivan  
 Bruce Westby  
 Sean Sullivan  
 Brian Hagen

**Date**

09/29/2022 04:22 PM  
 09/30/2022 09:22 AM  
 09/30/2022 10:03 AM  
 10/06/2022 02:40 PM  
 Started On: 09/29/2022 02:46 PM



# Site Location Map (Parcel 46 /Waterfront)



**Parcel Information:**      Approx. Acres: 2.35  
 28-32-25-12-0008              Commissioner: MATT LOOK  
 7446 149TH AVE NW  
 RAMSEY  
 MN 55303  
 Plat: PINEVIEW ESTATES 2ND ADDITION

**Owner Information:**



Sean Sullivan

1:4,800

Date: 1/12/2022

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

September 26, 2022

Mr. Bruce Westby, P.E.  
City Engineer/Interim Public Works Director  
City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, Minnesota 55303

RE: City of Ramsey - The COR – Public Infrastructure Analysis

Dear Mr. Westby:

In response to our recent meeting related to The COR, we have prepared a scope of services and fee estimate for analysis associated with public infrastructure for the following improvements:

- Ramsey Parkway from Willemite Street to Sunwood Drive (Roundabout),
- Zeolite Street from Sunwood Drive to Bunker Lake Boulevard,
- Yolite Street from Sunwood Drive to Ramsey Parkway,
- Center Street Realignment,
- Veterans Drive between Rhinestone Street and Ramsey Boulevard,
- The Waterfront Pond and Park Area,
- Filling of stormwater ponds in the southeast quadrant of the Bunker Lake Boulevard and Armstrong Boulevard intersection, and
- Filling of a wetland in the southeast quadrant of the Bunker Lake Boulevard and Armstrong Boulevard intersection.

We will draw from the initial concepts and strategies that were detailed in the Center Street report and The COR report. Our proposal is based upon carrying these concepts and principals forward into the new analysis, with an updated project cost estimate for the work. Each street segment analyzed will include public utilities (sanitary sewer and water main), along with storm sewer, trails and sidewalks.

The material generated from the regional storm water retention pond can be used as fill for the remaining undeveloped portion of The COR. We will analyze the amounts of fill required for each lot and will make estimates for how much material will be generated from excavation of the Waterfront.

See attached figure for the general area of the analysis.

### **CONSTRUCTION COST ESTIMATES**

Previous analyses presented project costs associated with the street and public utility related improvements. Those amounts were based on 2018 construction costs, and included a 30 percent allowance for contingencies and project development. No costs were included in The COR report for the Waterfront. Based on conversations with the City, the work will most likely consist of the following:

- Clear and grub the area of The COR bounded by Sunwood Drive, Bunker Lake Boulevard, Armstrong Boulevard and Center Street,
- Strip off topsoil for the above area and stockpile the material,
- Dewater the area to allow for deep excavations to occur,
- Excavate the pond, placing the material in locations identified within The COR,
- Place a 2 ft thick clay liner in the pond from the bottom up to the normal water level,
- Fine grade the area of the regional stormwater retention pond, and
- Revegetate all areas disturbed by construction.

We will provide construction cost estimates associated with the improvements.

### SCOPE OF SERVICES

Our anticipated scope of services will be as follows:

- Complete a drone flight of the area to provide a current aerial image of the area. The drone flight will provide a level of accuracy of 0.1 ft horizontal and 0.3 ft vertical. This will allow for accurate estimations of excavations and fill volumes required to construct the Waterfront and move the material to adjacent lots within The COR area.
- Update the stormwater model to analyze elevations within the Waterfront and impacts associated with filling existing stormwater ponds across The COR.
- Analyze the potential for filling the wetland that was created in the southeast quadrant of Bunker Lake Boulevard and Armstrong Boulevard. This will be completed under a separate contract and the results will be discussed in the updated report.
- Analyze previous report assumptions and update proposed horizontal and vertical elevations associated with the roadways and public utilities within The COR area. Develop current construction cost estimates based on the analysis.
- Prepare a report detailing the findings of our analyses. This will likely be in the form of an update to previously prepared reports.

No geotechnical analysis will be performed for the project, although previous soil borings completed for the area will be reviewed.

### SUMMARY OF FEES

We have prepared preliminary fee estimates based on our understanding of the work to be performed. We estimate fees will be as presented below:

<u>Task</u>	<u>Fees</u>
Drone Flight	\$ 2,880.00
Stormwater Analysis	\$ 7,200.00
Roadway and Public Utility Analysis	\$ 9,680.00
<u>Report preparation, Including Figures</u>	<u>\$ 4,420.00</u>
<b>Not-To-Exceed Fees</b>	<b>\$24,180.00</b>

The fees in the above table represent not-to-exceed costs based on the scope present above.

Mr. Bruce Westby, P.E.  
September 26, 2022  
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If there are any questions or concerns, please call me at (651) 968-7760.

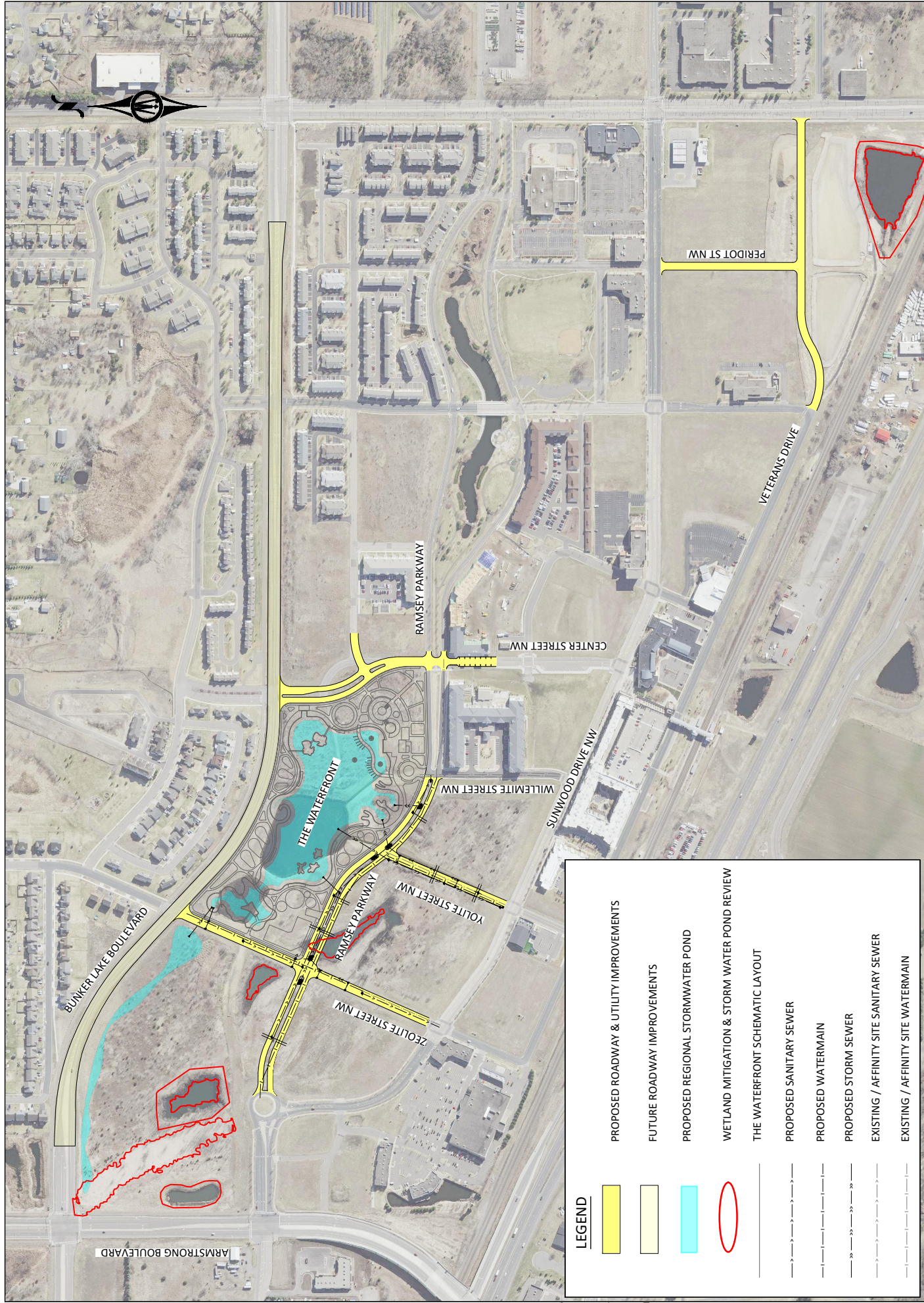
Sincerely,

**Bolton & Menk, Inc.**











A handwritten signature in blue ink that reads "Kevin P. Kielb". The signature is written in a cursive style with a long horizontal stroke at the end.

Kevin P. Kielb, P.E.  
Project Manager

Attachment: Area of Analysis



**LEGEND**

-  PROPOSED ROADWAY & UTILITY IMPROVEMENTS
-  FUTURE ROADWAY IMPROVEMENTS
-  PROPOSED REGIONAL STORMWATER POND
-  WETLAND MITIGATION & STORM WATER POND REVIEW
-  THE WATERFRONT SCHEMATIC LAYOUT
-  PROPOSED SANITARY SEWER
-  PROPOSED WATERMAIN
-  PROPOSED STORM SEWER
-  EXISTING / AFFINITY SITE SANITARY SEWER
-  EXISTING / AFFINITY SITE WATERMAIN



Real People. Real Solutions.

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Bolton-Menk.com

September 22, 2022

Mr. Sean Sullivan, EDFP  
Economic Development Manager  
City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, Minnesota 55303

RE: City of Ramsey - The COR – Wetland Analysis

Dear Mr. Sullivan:

Bolton & Menk, Inc. has prepared this proposal for natural resources related services for The COR area in Ramsey. We propose to investigate available background information needed prior to visiting the site. This includes compiling information as follows:

1. Available Aerial Photographs,
2. Anoka County LiDAR Maps,
3. National Wetlands Inventory Maps,
4. Anoka County Soil Survey Maps, and
5. MnDNR Public Waters Maps.

We are proposing to complete the following tasks as a portion of the project:

**Task 1 – Level II Aquatic Resource Delineation:** We will visit the study area to delineate the wetland boundaries within the COR area. The delineation will include performing transects and sampling in the vicinity of any aquatic resources, placing 3-foot pin flags at the limits of any aquatic resources found. Our delineator will use a sub-meter GPS unit to accurately locate and map each point and prepare a written report of our findings. This report will be submitted to the appropriate agencies for approval.

**Task 2 – Historical Analysis:** Bolton & Menk staff will review each delineated aquatic resource to determine their historical status. This will include reviewing historical imagery and mitigation plans. If the wetlands are found to be constructed within upland areas, then they will be considered incidental under the WCA and non-jurisdictional under section 401 of the Clean Water Act.

**Task 3 – Meetings and Additional Requests:** Reviewing agencies generally request additional information and/or an on-site meeting during the review process. Our attendance is typically requested at these meetings to discuss the acceptance of the delineated boundaries or to provide the agencies with additional information.

### SUMMARY OF FEES

We have prepared preliminary fee estimates based on our understanding of the work to be performed. We estimate fees will be as presented below:

<u>Task</u>	<u>Fees</u>
Task 1 – Level II Aquatic Resource Delineation	\$ 4,900.00
Task 2 – Historical Analysis	\$ 1,800.00
<u>Task 3 - Additional Requests &amp; Meetings</u>	<u>\$ 1,100.00</u>
<b>Not-To-Exceed Fees</b>	<b>\$ 7,800.00</b>

The fees in the above table represent not-to-exceed costs based on the scope present above.

If there are any questions or concerns, please call me at (651) 968-7760.

Sincerely,

**Bolton & Menk, Inc.**



Kevin P. Kielb, P.E.  
Principal Engineer

**Economic Development Authority (EDA)**

4. 2.

**Meeting Date:** 10/13/2022

**By:** Sean Sullivan, Community Development

---

**Title:**

Consider Cancellation of Purchase Agreement for Parcel 50; Case of Java Companies, L.L.C.

**Purpose/Background:**

**Purpose:**

The purpose of this case is to consider cancellation of the Purchase Agreement with Java Companies, LLC to reduce the amount of land purchased and to better define terms of the future development agreement.

**Background:**

The City entered into a Purchase Agreement with Java Properties, LLC on December 15, 2021 to purchase and develop approximately 7 acres located South of Casey's General Store and O'Reilly Auto Parts. The City Council approved extending the Inspection Period from June 15, 2022 to December 15, 2022 to give the City and Developer more time to define projects costs and project timing. The Developer has met with prospective tenants and they are not comfortable moving forward with development until the new interchange at Ramsey Boulevard and Highway 10 is complete, or is under construction. As such, the Developer has asked the City to enter into a cancellation agreement. A Notice to Proceed has not been given by the Developer so the \$15,000 in Earnest Money would be refunded. The Inspection Period has not ended, so the request for the cancellation of the purchase agreement and the refunding of the Earnest Money is within the terms of the Purchase Agreement. The Developer has interest in re-engaging with the City closer to the time of completion of the improvements on Ramsey Boulevard and Highway 10. Staff is supportive of this cancellation agreement.

**Notification:**

N/A

**Observations/Alternatives:**

A draft Cancellation Agreement is attached and has been reviewed by the City Attorney as to form. The Developer has executed the Cancellation Agreement. Construction of the turn lane for the future Veterans Drive access to Ramsey Boulevard will be constructed as part of the Ramsey Boulevard/Interchange improvements. Completion of these improvements will increase the marketability of this parcel for development in the future.

Alternatives include:

- 1) Recommendation to City Council to approve Cancellation Agreement for Parcel 50 with Java Companies, L.L.C. (as presented); subject to City Attorney Review.
- 2) Recommendation to City Council to approve Cancellation Agreement for Parcel 50 with Java Companies, L.L.C. (with changes); subject to City Attorney Review.
- 3) Something else.

**Funding Source:**

N/A

**Recommendation:**

Staff recommendation for EDA recommend to City Council to approve Cancellation Agreement for Parcel 50 with Java Companies, L.L.C. (as presented); subject to City Attorney Review.

**Action:**

Motion to recommend to City Council to approve Cancellation Agreement for Parcel 50 with Java Companies, L.L.C. (as presented); subject to City Attorney Review.

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**Attachments**

Site Location

ACTION - Cancellation Agreement - Java

REFERENCE - First Amendment to PA (Executed)

REFERENCE - Current Purchase Agreement (Executed)

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**Form Review**

**Inbox**

Sean Sullivan (Originator)

Brian Hagen

Form Started By: Sean Sullivan

Final Approval Date: 10/06/2022

**Reviewed By**

Sean Sullivan

Brian Hagen

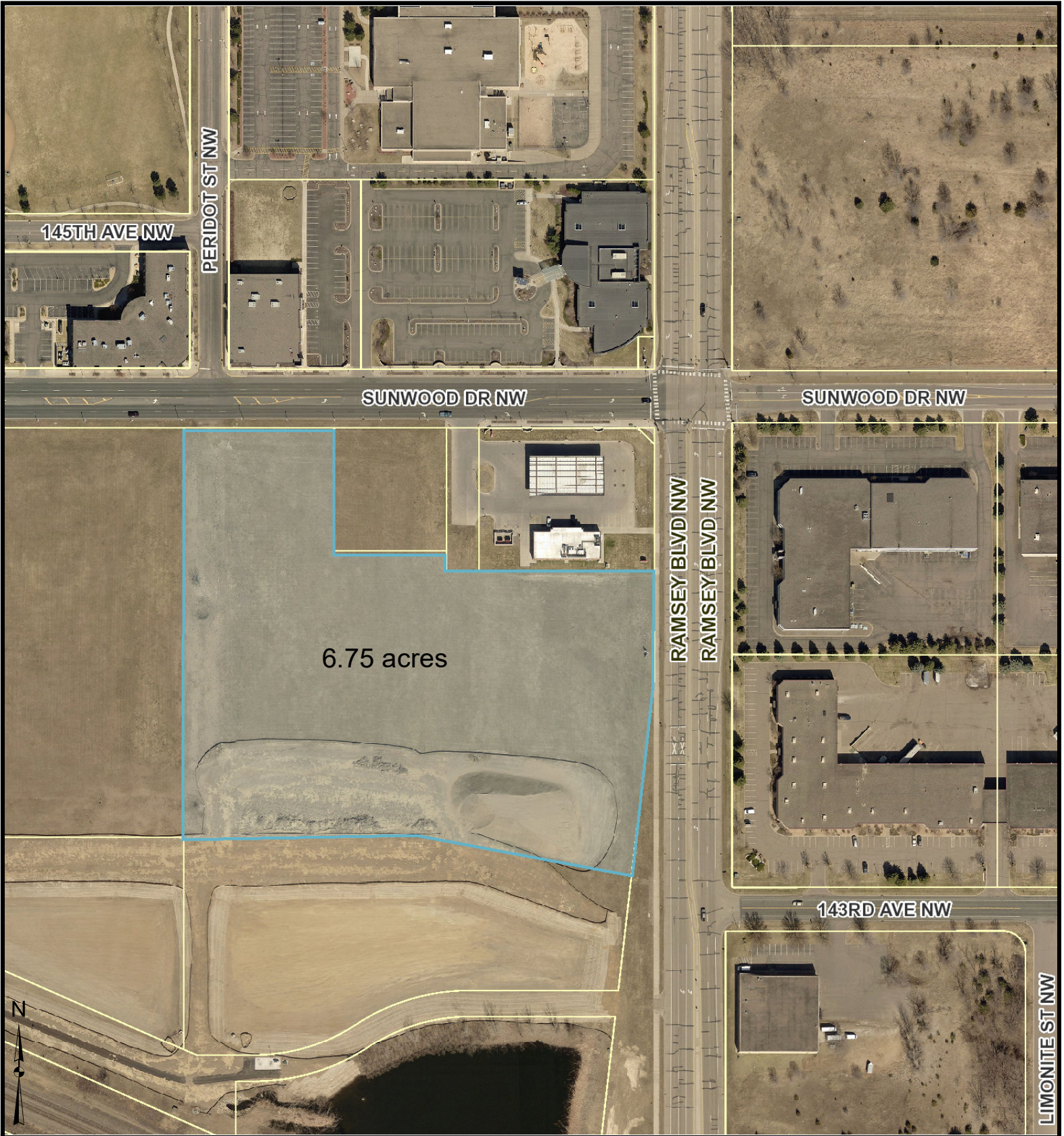
**Date**

10/06/2022 01:17 PM

10/06/2022 02:39 PM

Started On: 09/26/2022 10:36 AM

# Parcel 50 - Available Land



6.75 acres

**Parcel Information:**

Approx. Acres: 6.75  
Commissioner: MATT LOOK

**Owner Information:**



RAMSEY  
MN 55303  
Plat:

Sean Sullivan

1:2,400

Date: 10/7/2021

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.



**To:** Sean Sullivan, Economic Development Manager-City of Ramsey  
**From:** Mark Krogh, Java Companies  
**Date:** 10/5/2022  
**Re:** Cancellation of Purchase Agreement

This cancellation pertains to the Purchase Agreement entered into on December 16, 2021 and the First Amendment to Purchase Agreement entered into August 2, 2022 for the sale of a portion of the real estate located at Anoka County Minnesota Parcel Identification Number 28-32-25-41-0020. All earnest money held at Servion Commercial Title will be released to Java Companies.

Please sign cancellation and return via e-mail

**Java Companies:**


E-mail: [mark@javacompanies.com](mailto:mark@javacompanies.com)

\_\_\_\_\_  
(Seller's Signature)      (Date)

\_\_\_\_\_  
(Seller's Printed Name)

\_\_\_\_\_  
(Seller's Signature)      (Date)

\_\_\_\_\_  
(Seller's Printed Name)

  
\_\_\_\_\_  
(Buyer's Signature)      10/05/22  
(Date)

Mark Krogh, Manager-Java Companies  
(Buyer's Printed Name)

**FIRST AMENDMENT  
TO  
PURCHASE AGREEMENT**

This is the First Amendment to the Purchase Agreement by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Java Companies, L.L.C.** and/or its assigns, a Minnesota Limited Liability Company (“Buyer”), with an Effective Date of December 15, 2021.

Recitals

1. **EFFECTIVE DATE.** The Effective Date remains December 15, 2021.
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately 6.97 acres (303,613 SF) of vacant land, legally described as follows:

Outlot A, Java Auto Parts, to be platted as:

T.B.D. Anoka County, Minnesota

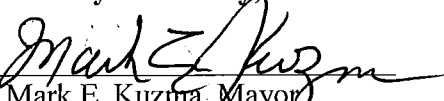
PID Number: Portion of 28-32-25-41-0020 (“Property”)

3. **PURCHASE PRICE.** The purchase price for the Property is \$4.50 / Square foot or \$1,366,259 for Phase 1 and Phase 2 as depicted on attached Exhibit and subject to square footage of platted properties (the “Purchase Price”).
4. **EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** The Buyer has deposited the sum of \$10,000.00 (the “Earnest Money”) with Servion Title (“Escrow Agent”), via wire transfer or delivery of a certified check payable to Escrow Agent. The Buyer shall deposit the sum of \$5,000 (the “Additional Earnest Money”) with the Escrow Agent in addition to the \$10,000.00 of Earnest Money previously submitted.
5. **INSPECTION PERIOD.** Buyer desires to extend the Inspection Period from June 15, 2022 to December 15, 2022.

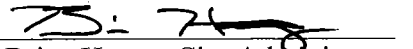
Agreement

1. **AMENDMENT APPROVAL.** Buyer and Seller hereby approve this First Amendment to Purchase Agreement as modified by the above Recitals, which are hereby incorporated herein.
2. **REMAINING TERMS.** All other provisions of the Purchase Agreement remain unchanged except to the extent inconsistent with the terms of this First Amendment to Purchase Agreement. The terms used in this First Amendment to Purchase Agreement have the same meaning as in the Purchase Agreement.

**SELLER: City of Ramsey**, a Minnesota municipal corporation


By:   
Mark E. Kuzma, Mayor

Dated: 7-28-22, 2022

By:   
Brian Hagen, City Administrator

Dated: July 28, 2022

**BUYER: JAVA COMPANIES L.L.C.**

By:   
Mark Krogh, Chief Manager

Dated: August 2, 2022

## PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Java Companies, L.L.C. & or Assigns**, 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 **December 15, 2021** (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately 6.97 acres (303,613 SF) of vacant land, legally described as follows:

Outlot A, Java Auto Parts, to be platted as:

T.B.D. Anoka County, Minnesota

PID Number: Portion of 28-32-25-41-0020 (“Property”)

3. **PURCHASE PRICE.** The purchase price for the Property is \$4.50 / Square foot or \$1,366,259 for Phase 1 and Phase 2 as depicted on attached Exhibit and subject to square footage of Platted properties (the “Purchase Price”).
4. **EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within five business days after the Effective Date, Buyer must deposit the sum of \$10,000.00 (the “Earnest Money”) with Commercial Partners Title Company or other title company that is mutually agreed upon (“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, 5, 7A, 8, 11 and 14) for Part of Outlot GG, Ramsey Town Center Addition (the "Survey") from a duly licensed surveyor dated August 11, 2016. 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 **June 15, 2022** (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](mailto:kulrich@cityoframsey.com)

Buyer: Java Companies, LLC & or Assigns.  
Mark R. Krogh  
879 Scheffer avenue  
St Paul, MN 55102  
Email: [andy@javacompanies.com](mailto:andy@javacompanies.com) and [mark@javacompanies.com](mailto:mark@javacompanies.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 for each lot 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 Ten Thousand and 00/100 Dollars (\$10,000.00) earnest money with Escrow Agent for each extension. Each \$10,000 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, including but not limited to, Payable 2022 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. 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 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 for each lot,** Buyer shall construct and obtain a certificate of occupancy from the City of Ramsey for a minimum SF building for each lot as defined below 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. The deadline for obtaining the required C/O for each lot is defined below:
- a. Lot 1, 6,000 SF – C/O 12/31/2023 (Phase 1)
  - b. Lot 2, 550 SF - C/O 12/31/2023 (Phase 1)
  - c. Lot 3, 9,000 C/O 12/31/2023 (Phase 1)
  - d. Lot 4, 3,000 C/O 12/31/2024 (Phase 2)
  - e. Lot 5, 20,000 C/O 12/31/2023 (Phase 1)
- 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: \_\_\_\_\_  
Mark E. Kuzma, Mayor

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Kurt Ulrich, City Administrator

Dated: \_\_\_\_\_, 2021

**BUYER: JAVA COMPANIES L.L.C. & OR ASSIGNS**

By: \_\_\_\_\_  
Mark Krogh, Chief Manager

Dated: \_\_\_\_\_, 2021

**Exhibit A**

**Legal Description**

Outlot A, Java Auto Parts, to be platted as:

T.B.D. Anoka County, Minnesota

PID Number: Portion of 28-32-25-41-0020 (“Property”)  
approximately 6.97 acres (303,613 SF)

**Exhibit B**

