

**CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR BLUE LINE COLLISION**

This Agreement (hereinafter the “Agreement”) is dated as of this 14th day of March, 2023 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and Reliable Auto Collision Experts, Inc., a Domestic Business Corporation under the laws of Minnesota (the “**PERMITTEE**”).

Recitals

- A. The **PERMITTEE** is the owner of land legally described on the attached Exhibit A (the “Subject Property”).
- B. The **PERMITTEE** has received approval from the **CITY** for a Site Plan on the Subject Property.

Agreement

- 6. Recitals. Recitals incorporated. The recitals stated above are hereby incorporated into and are made part of this Agreement by reference.
- 7. Conditions of Approval. The **CITY** has approved the Site Plan subject to satisfaction of the following conditions subsequent:
 - a. The **PERMITTEE’S** Execution of this Agreement. That the **PERMITTEE** enter into this Agreement.
 - b. Proof of Authority. That the **PERMITTEE** provide proof that the respective governing boards of the **PERMITTEE** have authorized the **PERMITTEE’S** execution of this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority.

8. The Plans. The term “Plans” as used in this Agreement means the Site Plan plans prepared by Hakanson Anderson, dated July 13, 2022 and revised on December 21, 2022. The Plans remain subject to: (a) **CITY** Staff’s review and approval of the Plans to, among other things, confirm that the revisions requested in the **CITY** Staff’s review letter have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY’S** files.
9. Stage I Improvements. The public improvements the **PERMITTEE** will construct or install are as follows:
 - a. Replace existing curb and gutter for entrance onto Riverdale Drive
 - b. Boulevard restoration along Riverdale Drive
 - c. Modification of existing sidewalks
 - d. Sanitary sewer connection
 - e. Water connection
 - f. Storm sewer connection
 - g. Relocation of utilities

(the “Stage I Improvements”).

The **PERMITTEE** agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans and the City Code. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage I Improvements and acceptance by the **CITY**. As as-built plans are a required Stage I Improvement item per City Code Section 117-615, the **CITY** will not release in its entirety the required Stage I Improvement Financial Guaranty noted in Section 15 below until such as-built plans are received by the **CITY**. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage I Improvements.

10. Installation of the Stage I Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Stage I Improvements. The **PERMITTEE** must provide the **CITY** with copies of all necessary permits from other governmental agencies prior to or when the **PERMITTEE** applies for a building permit to construct improvements on the Subject Property. Within thirty (30) days after the completion of the Stage I Improvements, the **PERMITTEE** shall provide the **CITY** with a complete set of reproducible “As Built” plans for the Stage I Improvements.
11. Time of Performance for the Stage I Improvements. The **PERMITTEE** must complete the Stage I Improvements within one (1) year after the recording of the Agreement.
12. Ownership of the Stage I Improvements. The **PERMITTEE** owns the Stage I Improvements within the City-owned right-of-way until the **CITY’S** acceptance of the Stage I Improvements. Title to the Stage I Improvements within the City-owned right-of-way automatically passes to the **CITY** upon the **CITY’S** written acceptance of the Stage I Improvements within the City-owned right-of-way. Except to the extent the **CITY** has accepted all or portions of the Stage I Improvements within the City-owned right-of-way, in writing, prior to the lapse, expiration, or other termination of the **CITY’S** financial

guaranty described in Section 15 and except to the extent the **CITY** and the **PERMITTEE** may agree, in writing, to defer the **CITY'S** acceptance of certain specified Stage I Improvements, the **CITY** is deemed to have accepted the Stage I Improvements within the City-owned right-of-way when the **CITY** releases the financial guaranty described in Section 15 or allows such financial guaranty to lapse, expire or otherwise terminate.

13. Stage I Improvements License. The **PERMITTEE** hereby grants the **CITY** and the **CITY'S** agents, employees, officers, and contractors an irrevocable license to enter the Subject Property to perform all necessary work and/or inspections the **CITY** deems appropriate during the **PERMITTEE'S** installation of the Stage I Improvements. The license shall expire after the **CITY** accepts ownership of Stage I Improvements.
14. Required Private Improvements. The private improvements the **PERMITTEE** will construct or install are as follows:
 - a. Storm drainage facilities
 - b. Stormwater maintenance
 - c. Parking lot
 - d. Concrete curb and gutter
 - e. Lot grading
 - f. Landscaping
15. Financial Guaranty for Stage I Improvements and Required Private Improvements. The **PERMITTEE** shall provide a financial guaranty to the **CITY** guaranteeing the construction of the Stage I Improvements and Required Private Improvements, as well as their timely completion. The **PERMITTEE** shall be responsible for a financial guaranty in the amount of Three Hundred Forty Seven Thousand Two Hundred Nineteen Dollars and No Cents (**\$347,219.00**), which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I Improvements and Private Improvements. Upon completion of Stage I Improvements and Private Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, The **PERMITTEE** may request a reduction in the amount of the financial guaranty.
16. Inspection Escrow for the Stage I Improvements and Required Private Improvements. The **PERMITTEE** shall provide an inspection escrow to the **CITY** to inspect the Stage I Improvements and Required Private Improvements. The **PERMITTEE** shall be responsible for an inspection escrow in the amount of Thirteen Thousand Eight Hundred Eighty Nine Dollars and No Cents (**\$13,889.00**), which amount is 5% of the City Engineer's estimated cost of the Stage I Improvements and Required Private Improvements. The inspection escrow must be in the form of cash. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the Stage I Improvements and Required Private Improvements, after acceptance by the **CITY**.
17. Warranty for Stage I Improvements. The **PERMITTEE** shall provide a one-year warranty in the amount of Sixty Nine Thousand Four Hundred Forty Four Dollars and No Cents (**\$69,444.00**), which is 25% of the cost of the Stage I Improvements. Said warranty shall be in force for one year following the final acceptance of any required improvements and shall guarantee satisfactory performance of said improvements. The warranty must be in the form of a Letter of Credit, approved as to form by the **CITY**, or a cash escrow.

18. Maintenance Guaranty for Landscaping. It is herein agreed that the **PERMITTEE** shall provide the **CITY** a landscape maintenance guaranty to ensure the survival of the plantings. Said landscape maintenance guaranty shall consist of cash or a Letter of Credit, approved as to form by the **CITY**, in the amount of Two Thousand Eight Hundred Eighty Dollars and No Cents (**\$2,880.00**) [# plantings (22 trees) x cost/planting (\$300/tree x 30% average non-survival rate, (40 shrubs) x cost/planting \$75/shrub x 30% average non-survival rate], which shall be in effect for a two-year period commencing on the date of the **CITY's** acceptance of said plantings as part of the Required Private Improvements.

At the end of the two-year period, the **PERMITTEE** shall request a final inspection by the **CITY** to determine that all plantings that have been planted in accordance with the Plans have either survived or have been replaced. Upon approval of this final inspection, the landscape maintenance guaranty shall be returned to the **PERMITTEE**. In the event the **PERMITTEE** fails to maintain the required plantings for a two-year period, the City Council may order the replacement of plantings with **CITY** day labor and/or by letting contracts and draw upon the landscape maintenance guaranty for payment. Only the City Council shall have the authority to direct replacement of the plantings and draw upon the landscape maintenance guaranty. The **PERMITTEE** hereby grants permission and a license to the **CITY** and/or its contractors and assigns to enter upon the Subject Property for the purpose of replacing plantings in the event of the **PERMITTEE's** default.

19. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I Improvements is installed, the **PERMITTEE** shall clear any soil, earth, or debris from the streets. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I Improvements. It shall be the **PERMITTEE'S** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.

20. Requirements for Building and Occupancy Permits.

- a. No building permit for the Subject Property shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey; c.) the financial guaranty described in Section 15 to the **CITY**; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and has provided a copy of such permit to the **CITY**; and
- b. No occupancy permit for the Subject Property shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this Agreement requires to serve the lot and such utilities and storm water facilities are in place, operational and accepted by the **CITY**; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I Improvements.

21. **PERMITTEE Defaults.** If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Agreement, i) the **CITY** gives the **PERMITTEE** thirty (30) days written notice of the default and ii) the **PERMITTEE** fails to cure the default within said thirty (30), then the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:
- a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEE'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEE'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE'S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the **PERMITTEE** must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within 30 days after the **CITY** notifies the **PERMITTEE**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said 30 day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in equity or, in the alternative, the **CITY** may draw on the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to this Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This Agreement is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the Subject Property. As an alternative to seeking recovery from the **PERMITTEE** or the financial guaranty, the **CITY** may levy special assessments against the Subject Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEE** may have to such special assessments.
 - b. The **CITY** may commence an action in Anoka County District Court to pursue any remedy available to the **CITY** at law or in equity including, but not limited to, injunctive relief.
 - c. The **CITY** may refuse to grant building permits for improvements to be constructed on the Subject Property until the **PERMITTEE** has cured all of its defaults.
 - d. The **CITY** may draw upon all or any portion of the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to Section 15 and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the **CITY** pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the **CITY** obtains against the **PERMITTEE** pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the **CITY** pursuant to Section 23 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 22 (d).

22. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- b. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITTEE** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the City Council. The **CITY'S** or the **PERMITTEE'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- c. Compliance with Laws and Regulations. The **PERMITTEE** represents to the **CITY** that the Subject Property complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Subject Property does not comply, the **CITY** may, at its option, refuse to allow any construction or development work on the Subject Property until the **PERMITTEE** does comply. Upon the **CITY'S** demand **PERMITTEE** shall cease work until there is compliance.
- d. Mailbox Locations. If the **PERMITTEE** desires to construct mailboxes within the public right of way, the **PERMITTEE** agrees that the placement of mailboxes along public streets is subject to the approval by the Post Office. Utility locates will be necessary.
- e. Boulevard and Wetland Restoration. The **PERMITTEE** shall be responsible for the cost of establishing seed in all boulevards within thirty (30) days of the completion of the street improvements, and restoring all other areas disturbed by the development grading operation in accordance with the approved Grading and Erosion Control plan. The **PERMITTEE** shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to the Subject Property resulting from grading performed in the development of the Subject Property.
- f. Construction, Hours and Entrance Signs. The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m. The **PERMITTEE** is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

- g. Construction Site Maintenance. The **PERMITTEE** shall adhere to all of the **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The **CITY** reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.

- h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I and Required Private Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.

- i. Site Plan Approval Expenses. The **PERMITTEE** agrees that it will pay to **CITY** all **CITY** expenses incurred in the approval of the Site Plan, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of this Agreement shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY'S** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this Agreement for payment.

- j. Reimbursement to the CITY. The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.

- k. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the **CITY'S** Building Official, which authorizes the structure to be used for its intended purposes.

- l. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

TO PERMITTEE:

Reliable Auto Collision Experts, Inc.
Attn: Robert Twedt
6260 Highway 10 NW
Ramsey, MN 55303

TO THE CITY:

City of Ramsey
Attn: Community Development Director
7550 Sunwood Drive NW
Ramsey, MN 55303

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EXHIBIT A

Legal Description of the Subject Property

Lots 1 & 3 Block 1 Riverside West Rearrangement, Anoka County, Minnesota

EXHIBIT B

Fees Payable to the City

City of Ramsey

2023 Commercial/Industrial Development Fee Calculator (Estimate)

	Units	Unit Type	Unit Price	Total	Notes
Park Dedication and Trail Development					
Park Dedication					
Commercial	<input type="text"/>	per acre	\$5,100		\$0
Industrial	<input type="text"/>	per acre	\$4,375		\$0
Trail Development	<input type="text"/>	per acre	\$1,300		\$0
Subtotal Park and Trail Development					\$0
Water and Sewer Fees					
Water Trunk (Connection)	<input type="text"/>	per acre	\$7,343		\$0
Sanitary Sewer Trunk (Connection)	<input type="text"/>	per acre	\$4,063		\$0
Subtotal Water and Sewer Fees					\$0
Stormwater Management Fees					
Stormwater Management	<input type="text" value="1.46"/>	per acre	\$5,321		\$7,769
Subtotal Stormwater Management					\$7,769
Sureties and Inspection Fees - Calculated at time of Site Plan Review					
Performance Surety (returned when complete)	<input type="text" value="277775"/> *	cost of improvement	125%	\$347,219	Cash or Letter of Credit
Engineering Inspection Fee	<input type="text" value="277775"/> *	cost of improvement	5%	\$13,889	Cash Escrow
		*estimated			
GRAND TOTAL FOR DEVELOPMENT FEES				\$7,769	
Sewer Accessibility Charges (SAC) & Water Accessibility Charges (WAC) - Calculated and Collected with Building Permit					
Accessibility Charge (WAC)	<input type="text" value="4.83"/>	per SAC Unit	\$1,434		\$6,926 Collected with Building Permit
Accessibility Charge (SAC)*	<input type="text" value="4.83"/>	per SAC Unit	\$2,485		\$12,003 Collected with Building Permit
GRAND TOTAL FOR SAC & WAC				\$18,929	

* Subject to Metropolitan Council Environmental Services rates