

**City of Ramsey**  
**Agenda**  
**Economic Development Authority (EDA)**  
**Thursday, February 9, 2023**  
**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 January 12, 2023
  
4. **EDA Business**
  1. Consider Purchase Agreement for a Portion of Lot 1, Lot 2 and Lot 3, Block 1, COR TWO; Case of ALDI  
(Portions may be closed to the public)
  
  2. Receive Draft West Armstrong Area Street Reconstruction Feasibility Report
  
5. **Member/Staff Input**
  
6. **Adjournment**

**Economic Development Authority (EDA)**

**3. 1.**

**Meeting Date:** 02/09/2023

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

**By:** Wendy Schlueter, Community Development

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**Title:**

Approve Meeting Minutes for January 12, 2023

**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 January 12, 2023 meeting minutes.

**Action:**

Motion to approve January 12, 2023 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	02/02/2023 08:24 PM
Brian Hagen	Brian Hagen	02/03/2023 02:32 PM
Form Started By: Wendy Schlueter		Started On: 01/18/2023 12:27 PM
Final Approval Date: 02/03/2023		

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

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, January 12, 2023, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson William MacLennan  
Member Chelsee Howell  
Member Chris Riley  
Member Shanna Stewart  
Member Scott Wiyninger

Members Absent: Member Rachal Johnson

Also Present: Sean Sullivan, Economic Development Manager  
Stephanie Hanson, Community Development Director

**1. CALL TO ORDER**

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

**2. APPROVE AGENDA**

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

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

**3. CONSENT AGENDA**

**3.01: Approve Meeting Minutes Dated December 8, 2022**

Motion by Member Wiyninger, seconded by Member Stewart, to approve the December 8, 2022, minutes as presented.

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

#### **4. EDA BUSINESS**

##### **4.01: Consider Business Assistance Application and First Amendment to Purchase Agreement for Ramsey Properties, LLC (A portion of this meeting may be closed to the public)**

Economic Development Manager Sullivan presented the staff report.

Member Wyingner asked if the City would be responsible for any site improvements.

Economic Development Manager Sullivan replied that the site improvements and related costs would be the responsibility of the developer. He provided additional details on the pay-go TIF format for the reimbursement of site improvement and development costs to the developer.

Chairperson MacLennan invited the applicant to address the EDA.

Emily Allegra, applicant, commented that she believes that the change of site to the larger lot would be wise and would provide the opportunity to operate the hotel in a more efficient manner as recommended by Hilton. She stated that if the City is willing to partner with them and work through this, they are willing to take the risk.

Member Wyingner asked for details on the expansion component.

Ms. Allegra replied that is typically a 30-to-40-unit increase. She stated that it would be a similar mix of rooms and they could potentially add a meeting room or other space as well.

Chairperson MacLennan asked if the hotel would have a pool.

Ms. Allegra replied that the hotel would have a pool, fitness center, onsite laundry and would serve hot breakfast. She stated that they would also have outdoor patio seating with fire pits.

Member Riley recognized that this change is driven by the hotel chain to make it more profitable and provide a better product to Ramsey.

Economic Development Manager Sullivan commented that the financial analysis completed for the new 98-unit project had similar results to the previous 82-unit project on the site across the street, confirming the need for the level of assistance, satisfying the “but-for test” and not unduly enriching the developer.

Jason Aarsvold, Ehlers, provided details on the analysis that was done to ensure the recommended assistance would not go above what is needed to get the project done. He commented that they found that the assistance is necessary and would not unduly enrich the project. He recognized that the numbers requested are bigger, as is the building, which provides the same projected return on investment.

Economic Development Manager Sullivan asked for Ehlers to provide more information on the concept of minimum assessment agreement as part of the project.

Mr. Aarsvold stated that within the TIF Agreement they can have another agreement called an Assessment Agreement that sets the minimum baseline value for the duration of the assistance payback. He noted that would ensure they would generate the revenue necessary for the TIF.

Member Stewart referenced the extended inspection period and asked for details.

Economic Development Manager Sullivan replied that there are 180 days in the standard purchase agreement which allows the applicant to conduct due diligence for the condition of the site and to start working through the site plan and platting processes. He stated that because they have moved to a new site, he felt it appropriate to provide additional inspection time. He noted that the applicant does not have to fully utilize that time if it is not needed.

Member Howell stated that she is excited about the project but is nervous about the additional assistance needed from the City. She stated that her concern is not that it would unduly enrich the project but that the additional funds that it would require to reach the return on investment, and therefore she will deny the request.

Chairperson MacLennan asked for additional details on the cost to the City Member Howell is speaking of.

Member Howell stated that her issue is with the assistance requested to result in only a 7.7 percent return on investment with the assistance, which is a risk and not a very high rate of return. She commented that maybe it's just not the right time for a hotel.

Member Riley commented that if they do not move forward that would mean nothing would happen. He stated that this is an appropriate use of TIF. He stated that overall, there is an increase of \$367,000 in assistance. He stated that the new land is not shovel ready and would require \$350,000 in fill, therefore it would seem the increase would be related to moving to the new site.

Member Stewart commented that she likes this project.

Chairperson MacLennan commented that he likes that this project is moving forward on an undeveloped site, which could be a catalyst for other development to come.

Motion by Member Stewart, seconded by Member Winyinger, to recommend to the City Council to approve the First Amendment to Purchase Agreement, Business Assistance and a TIF Agreement in the form of \$434,511 in TIF Land Cost Write Down and \$550,000 in Pay-Go TIF for Site Development/Improvements as presented, subject to City Attorney Review.

Total TIF Business Assistance Package of \$984,511 for Ramsey Properties LLC and to Draft a TIF Agreement.

Motion carried. Voting Yes: Chairperson MacLennan, Members Stewart, Wiyninger, and Riley. Voting No: Member Howell. Absent: Member Johnson.

Member Wiyninger asked if there is a request for the City Council to provide input to the applicant in regards to their support of the project and support of the proposed assistance.

Economic Development Manager Sullivan replied that he will speak with the City Attorney to determine the proper format to do so.

#### **4.02: Consider Extension of CBRE Real Estate Listing Agreement for City Owned Land in COR**

Economic Development Manager Sullivan presented the staff report.

Brian Pankratz, CBRE, commented on the unique market at this time. He stated that there is no demand for traditional office and many of those uses are converting to retail or flex industrial. He stated that industrial continues to be hot. He noted that residential was very hot but has cooled a bit with increased interest rates. He stated that in terms of retail, every user seems to want a drive-thru and much of the demand is for single tenant or small strip retail. He recognized the hard work the City has done to increase city population and the overall demographics of the City that will draw attention from retailers. He commented that they have recently been receiving inquiries from national retailers that they would not have in the past. He agreed that the hotel would help to draw more attention as well.

Chairperson MacLennan asked whether the highway project would have impact on development.

Mr. Pankratz replied that project timelines are typically 18 to 36 months from start to open. He stated that while there will be some impact from the project, the completed project will be a huge benefit for Ramsey. He also noted that Armstrong Boulevard interchange is complete and access will not be impacted.

Member Wiyninger asked for details on the percentage of deals brought from CBRE and City staff.

Economic Development Manager Sullivan replied that typically CBRE brings in more leads but noted that some more recent developments have been generated by the City as well. He noted that City generated leads have a lesser commission rate and those users may have seen the CBRE listings as well. He recognized that there was not much general interest during COVID and believed that the ratio would soon return to more CBRE generated leads. He believed that CBRE brings value, and the City would not receive the same level of national user attention without CBRE.

Mr. Pankratz commented on the cross selling that they do when they receive interest from a potential user. He used the example of someone calling for a site in another community and then potentially being shown opportunities in Ramsey.

Member Wyingner asked if there are things the City could do differently to assist CBRE in moving properties.

Mr. Pankratz replied that some of the signs are old, noting that with the contract extension they would put up new signs. He stated that each year they update the brochures with the new demographics and highlight new developments in the area. He stated that from a City standpoint, much of the work has been done using the example of survey work to determine what would be needed to develop a site. He commented that City staff is also responsive when he reaches out about potential leads and interest.

Motion by Member Stewart, seconded by Member Wyingner, to recommend to City Council approval of the Listing Agreement with CBRE from February 1, 2023 – January 31, 2024.

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

#### **4.03: Receive 2022 Business Retention and Expansion Presentation**

Economic Development Manager Sullivan presented the staff report.

Member Stewart referenced the desire for more community involvement and asked for more details on what those businesses would be looking for.

Economic Development Manager Sullivan replied that the businesses think the City does a great job with community events and simply want more, using the example of the summer concert series, Happy Days, and EDA events. He did not think it to be a negative but more of wanting more of a good thing.

Member Stewart asked if the businesses eluded as to how they would like to be promoted better.

Economic Development Manager Sullivan replied that the City Facebook page and newsletter were mentioned. He stated that although at times they spotlight a business, the City does not want to cross the line of advertising for specific businesses. He noted that businesses can advertise within the newsletter. He stated that there are other opportunities such as BNI and the Chamber of Commerce.

Member Riley asked if the electronic billboard would help to meet that want.

Economic Development Manager Sullivan confirmed that it would be another avenue for businesses to promote themselves, but it would be up to the business to choose to advertise on that source. The City negotiated reduced rates for Ramsey based businesses

Member Wyingner mentioned the comment that it can be difficult to schedule meetings with business leaders. He also stated that perhaps there is a way to cross advertise, noting recent businesses that staff met with and encouraging other businesses to reach out.

Economic Development Manager Sullivan commented that he would be concerned that a social media post could spiral in the comments section, as that cannot be controlled.

Chairperson MacLennan stated that perhaps a posting could be made on the City website as that would not allow commenting.

Economic Development Manager Sullivan confirmed that could be done under the EDA news section of the website. He stated that they could also do something more generic, just mentioning the number of businesses staff met with. He explained that the businesses share some level of confidential information with him during those visits and he would not want to unintentionally expose those businesses. He did like the idea of mentioning the number of businesses that staff met with, as that could generate interest from additional businesses.

Chairperson MacLennan commended Economic Development Manager Sullivan for his continued excellent work. He liked the idea of meeting with businesses along the Highway 10 corridor to gather input on the anticipated impacts from the coming project.

Member Wyingner commented that he was able to attend one of the visits with staff and appreciated that opportunity. He thanked Economic Development Manager Sullivan for the great work.

Motion by Member Wyingner, seconded by Member Stewart, to accept 2022 Business Retention Report and adopt the plan for 2023 as outline in the staff report.

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

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

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

Chairperson MacLennan asked if there is any idea on the tenants that will go into the building across from Coborn's.

Economic Development Manager Sullivan replied that at this point the developer is not willing to acknowledge any confirmed tenants.

Chairperson MacLennan noted that his only concern with the retail project in Northstar Marketplace would be with the potential backup that could occur from a drive-thru.

Economic Development Manager Sullivan replied that a stacking area was created for vehicles within the site plan to mitigate backup into that parking lot or roadway.

Community Development Director Stephanie Hanson introduced herself to the group.

**6. ADJOURNMENT**

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

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

The regular meeting of the Economic Development Authority adjourned at 8:53 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.*

**Economic Development Authority (EDA)**

**4. 1.**

**Meeting Date:** 02/09/2023

**By:** Sean Sullivan, Community Development

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**Title:**

Consider Purchase Agreement for a Portion of Lot 1, Lot 2 and Lot 3, Block 1, COR TWO; Case of ALDI (Portions may be closed to the public)

**Purpose/Background:**

The EDA may choose to go into closed session pursuant to Minnesota Statutes section 13D.05, subdivision 3(c)(3) to consider offers or counteroffers for the purchase or sale of real or personal property. If the EDA chooses to enter into to closed session the statute and reason above needs to be referenced along with legal description of Lots 1, 2 and 3, Block 1, COR TWO, Anoka County Minnesota Property Tax ID Numbers 28-32-25-23-0011, 28-32-25-23-0012 and 28-32-25-23-0013

The City of Ramsey and ALDI have been in negotiations for over a year to bring a 20,664 square foot grocery store to the COR. The City executed a LOI outlining general terms to begin negotiations for a formal Purchase Agreement n September 9, 2022. The LOI included provision that required the use of an Aldi corporate purchase agreement rather than the typical purchase agreement the city uses. City Staff, the City Attorney and representatives from Aldi have negotiated to modify the purchase agreement to include concessions from typical deals from both Aldi and the City. The asking price for the land is \$8.00 / SF (\$986,200) and a purchase price has been negotiated for \$5.88 / SF (\$725,000). Staff believes that the addition of Aldi to the COR will bring another option for Ramsey residents that will compliment the existing Coborn's in North Star Marketplace. In addition, it will bring a tax-exempt parcel onto the tax rolls and allow the city to continue to recoup costs associated with land acquired in the COR in 2009. The time periods, and extensions outlined in the term sheet and PA are generally consistent with recent PA templates aside from the requirement for a Certificate of Occupancy being 24 months rather than the usual 12. The Right of Re-Entry Agreement has significant deviation from the typical agreement which calls for the purchase price to be refunded to the developer if the City chooses to exercise the right of re-entry. The change of the C/O date is due to the longer timeframes the construction industry is seeing for obtaining building materials. Staff is asking the EDA to consider the Purchase Agreement, Use Restriction and form of Right of Re-Entry Agreement and to make a recommendation to the City Council.

The Planning Commission and City Council will still need to review the formal site plan and plat submittal to ensure the layout, building facade and building materials are consistent with COR zoning and city code. Aldi has provided some preliminary Building elevations.(Attached) Staff has communicated that the back of the building facing Sunwood Drive will need to have some additional articulation and potentially some windows added or enlarged to enhance street presence based on the COR framework.

**Notification:**

Notification is not required.

**Observations/Alternatives:**

**Observations:** The proposed site will be +/- 2.83 acres upon completion of the Final Plat. The proposed \$20,664 SF building is depicted on the attached concept plan and in the Purchase Agreement. The purchase price of \$725,000 (\$5.88 / SF). This price per/SF is within the approved "deal range". The City has worked with brokers to help bring this deal forward and broker commission compensation is highlighted below. The developer has communicated a desire to obtain site plan approval in April / May 2023 and to construct the project in 2023. As previously mentioned in this case above, there are a number of new items, that are different to our standard purchase agreement which are underlined below.

Key Items from the Purchase Agreement include:

**Real Estate** Tax ID Numbers: 28-32-25-23-0012, 28-32-25-23-0013 and a Portion of 28-32-25-23-0011. Lots 2, 3 and Part of Lot 1, COR TWO (Parcel 42a, 42b, 42c)

**Acreage** Approximately 2.83 acres or 123,275 SF

**Asking Price** \$986,200 (\$8.00 / SF)

**Offer Price** \$725,000 (\$5.88 / SF) (SF Subject to change based on approved Plat)

**Earnest Money** \$10,000 Non-refundable upon Closing of the property unless RORE exercised.

**Contingency Period** 180 days from Effective Date (Date City Council approves) (city requires plat/ site plan approval before sale). Note: there is not a Notice to Proceed clause that renders the Earnest Money to be non-refundable.

**Closing** Within 30 days of after Contingency Date.

**Commission** Staff has worked with the Broker for ALDI (David Daly from CBRE) and Brian Pankratz from CBRE to put this project together. David Daly will receive 4% (\$29,000) Commission and Brian Pankratz will receive 3% (\$21,750) Commission Per the terms of the listing/broker agreements.

**Extensions** Developer will deposit \$10,000 in escrow for each 30 day extension (2 extensions allowed) of the Contingency Period. The \$10,000 extensions are applied to the purchase price.

**City take care of** Provide existing ALTA Survey and updated Title Work. The Developer will contract to plat the property as part of the site plan process and work with City to complete.

**Performance** City to require construction of a minimum 20,664 SF commercial/retail building (Aldi Grocery Store) compliant with COR Zoning requirements and obtain a Certificate of Occupancy 24 months after Closing. If this is not done, the City may exercise the Right of Re-Entry. If the project does not move forward the Purchase price will be refunded to Aldi.

**Assignment** Requires city approval if not same owners / company.

**Contingencies** Section 3.02 of the Purchase Agreement defines the contingencies.

**Use Restrictions** Exhibit C of PA lists the restricted uses on the lots Aldi is purchasing and the lot retained by the City of Ramsey. An ECR Agreement will be drafted as part of the platting process defining required easements, use restrictions.

### **Property Tax and Job Creation**

The City is not providing a business subsidy, so there will not be a minimum assessment agreement or a requirement for job creation on the site. Staff does estimate that the project will be valued over 2 Million dollars which would generate over \$60,000 on property taxes annually. Currently, due to the tax-exempt status, the property currently does not generate any property taxes. Staffing for Aldi stores has not been shared to City Staff, but new job opportunities will be created on site. Facilitating new tax base and job creation are key elements to the function of the EDA.

### **Alternatives:**

1. Recommendation to City Council to approve Purchase Agreement, Use Agreement and Right of Re-Entry Agreement as presented. (Staff recommendation)

2. Recommendation to City Council to approve Purchase Agreement, Use Agreement and Right of Re-Entry Agreement with changes.
3. Something else.

**Funding Source:**

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

**Recommendation:**

Staff recommends a recommendation to the City Council to approve the attached Purchase Agreement, Use Restriction and Right of Re-Entry Agreement as presented, subject to City Attorney review.

As noted above. Planning Commission has yet to review this site concept, so this will be handled during the site plan application process and is subject to change.

**Action:**

Motion to recommend that the City Council approve the attached Purchase Agreement, Use Restriction and Right of Re-Entry Agreement for Purchase Agreement for Portion of Lot 1, Lot 2 and Lot 3, Block 1, COR TWO, subject to City Attorney review.

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**Attachments**

- ACTION - Purchase Agreement RORE Agreement and Use Restrictions
- Clean Concept Plan
- Reference - Proposed Term Sheet
- Reference - LOI September 2022
- Concept Building Elevations

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Sean Sullivan (Originator)	Sean Sullivan	02/03/2023 11:32 AM
Brian Hagen	Brian Hagen	02/03/2023 02:32 PM
Form Started By: Sean Sullivan		Started On: 01/03/2023 08:21 AM
Final Approval Date: 02/03/2023		

**REAL ESTATE PURCHASE AGREEMENT**

THIS REAL ESTATE PURCHASE AGREEMENT (this "**Agreement**") is made and entered into, effective on the date that both parties have executed and delivered this Agreement (the "**Effective Date**"), by and between **City of Ramsey**, a Minnesota municipal corporation ("**Seller**"), and **Aldi Inc. (Minnesota)**, a Minnesota corporation ("**Buyer**").

**Background Information**

A. Seller is the owner of a certain tract of real property located at the southwest corner of Armstrong Blvd. SW and 147<sup>th</sup> Ave. N, Ramsey, Minnesota, containing approximately 2.83 acres and being generally depicted on **Exhibit A**, attached hereto (said real property, together with all appurtenances and hereditaments thereto, shall be referred to as the "**Property**"). **Exhibit A** is a map/site plan, setting forth a general depiction of the size, location and configuration of the Property (the "**Site Plan**").

B. The Property is currently a part of a larger parcel which is owned by (the "**Overall Parcel**"). In the event that the transaction contemplated herein closes, the Overall Parcel shall be subdivided into 2 (or more) parcels – the Property and the remainder of the Overall Parcel, to be referred to herein as "**Seller's Residual**". The Overall Parcel and the development currently contemplated thereon are also depicted on the Site Plan. The land that comprises the Overall Parcel is more particularly described on **Exhibit B**, attached hereto.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in the Property, at the price and on the terms and conditions hereinafter set forth.

**Statement of Agreement**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the foregoing Background Information and as follows:

**ARTICLE I**  
**PURCHASE AND SALE OF PROPERTY**

1.01 **Agreement.** On the terms and conditions set forth below, and in consideration of Buyer's delivery of \$10,000.00 (which, together with interest accrued thereon, is referred to as the "**Earnest Money**"), within 5 business days after the Effective Date, to Northwest Title, 1160 Dublin Rd, Ste #500, Columbus, OH 43215, Attn: Shannon Carifa, (614) 682-8921 ("**Escrow Agent**"), Seller hereby agrees to sell the Property to Buyer and Buyer hereby agrees to purchase the Property from Seller.

**ARTICLE II**  
**PURCHASE PRICE**

B: \_\_\_\_\_

S: \_\_\_\_\_

2.01 Amount of Purchase Price. The purchase price for the Property shall be \$725,000.00 (the "**Purchase Price**"), payable to Seller at Closing (as hereinafter defined), in immediately available funds, adjusted by all prorations, credits, allowances and other adjustments specifically provided for herein.

### **ARTICLE III** **CONTINGENCIES**

3.01 Contingent Agreement. This Agreement shall be completely contingent upon Buyer's satisfaction of or Buyer's waiver (at Buyer's sole discretion) of the contingencies set forth in Section 3.02 below (the "**Contingencies**"), within 180 days of the Effective Date (the "**Contingency Period**"). In the event that Buyer has not satisfied the Contingencies within said 180-day period, then Buyer shall have the right to extend the Contingency Period for up to 2 additional 30-day periods upon delivery to Seller of notice of such extension at any time on or prior to the expiration of the original 180-day Contingency Period (as it may have previously been extended). If Buyer so elects to extend the Contingency Period, Buyer shall, upon each such election deposit an additional \$10,000.00 (which amount plus the interest accrued thereon is referred to collectively and individually, as context requires, as the "**Additional Deposit**") with the Escrow Agent. The Additional Deposit shall be treated in the same manner as the Earnest Money. The date upon which all Contingencies are either satisfied or waived, pursuant to Section 3.03 or otherwise, shall be referred to as the "**Contingency Date**".

3.02 Contingencies. The Contingencies are as follows:

- (a) Approval of the appropriate governmental agencies of a site plan and a City development agreement for the proposed retail grocery store to be developed on the Property including, but not limited to, approval of curb cuts and any off-site traffic management improvements deemed necessary for the operation of Buyer's business on the Property;
- (b) Obtain all permits (for construction and signage), licenses and other necessary governmental and third-party approvals (including, but not limited to, "wetland" construction approval, if necessary) for the proposed development;
- (c) Determination that the Property is properly zoned for Buyer's intended use, construction and development and that there are no other conditions or restrictions on Buyer's intended use and development thereof;
- (d) Determination that the Property is not located within a flood plain and that the Property has drainage conditions acceptable to Buyer for the proposed development of the Property;
- (e) Determination that all utilities necessary for the proposed development are available at, or within the right-of-way adjacent to, the boundary lines of the Property, in locations acceptable to Buyer, with sufficient capacity, pressure and depth to service the proposed development;

- (f) Obtain any and all easements benefiting the Property and/or cancel any and all easements encumbering (including, without limitation, the ECR [defined in Section 3.05 below]) the Property, as may be necessary for Buyer's proposed development and use of the Property;
- (g) Receive a report, prepared by a certified environmental engineer engaged by Buyer, indicating that the Property is free of underground storage tanks and all hazardous wastes, substances and materials which may require remediation or which may result in penalties under applicable laws, rules or regulations;
- (h) Determination that the Property has soil conditions which without substantial corrective measures permit construction of the proposed development;
- (i) The Property is otherwise acceptable and economically feasible for Buyer's proposed development;
- (j) Review and approve the plans and specifications for Seller's Site Obligations (defined in Section 8.02 below); and
- (k) Approval by the applicable governmental authorities of documents necessary to create the Property as a separate legal lot (the "**Lot Split Documents**").

3.03 Notice of Satisfaction or Waiver. The Contingencies above shall be deemed to have been satisfied or waived, unless on or before the expiration of the Contingency Period (including any extensions as provided for in Section 3.01), Buyer delivers to Seller notice of Buyer's failure to satisfy the Contingencies and, consequently, termination of this Agreement (the "**Termination Notice**").

3.04 Earnest Money and Additional Deposit. The Earnest Money and the Additional Deposit, if applicable shall be held by Escrow Agent in accordance with the provisions of this Section 3.04:

- (a) If Buyer timely delivers a Termination Notice, this Agreement shall terminate, in which case both parties shall be fully released from all further liability and obligations hereunder, and the Earnest Money (and the Additional Deposit, if applicable) shall be returned to Buyer;
- (b) If the transaction contemplated hereby is closed, the Earnest Money (and the Additional Deposit, if applicable) shall be paid to Seller and credited to Buyer against the Purchase Price at Closing;
- (c) If the transaction contemplated hereby fails to close due to a Defect in title (Article V hereof) or due to a taking pursuant to eminent domain (Article X hereof), the Earnest Money (and the Additional Deposit, if applicable) shall be returned to Buyer and neither party shall have any further liability hereunder, except as may be set forth in Section 5.04 hereof;

- (d) If the transaction contemplated hereby fails to close due to a default by Buyer, the Earnest Money (and the Additional Deposit, if applicable) shall be paid to Seller as liquidated damages hereunder (and not as a penalty) as Seller's sole and exclusive remedy, it being understood that Seller's actual damages in the event of such default are difficult to ascertain and that the Earnest Money (and the Additional Deposit, if applicable) represent the parties' best current estimate of the amount of such damages, and both parties shall be fully released from all further liability and obligations hereunder;
- (e) If the transaction contemplated hereby fails to close due to the default of Seller, the Earnest Money (and the Additional Deposit, if applicable) shall be returned to Buyer, and Buyer may terminate this Agreement, without prejudice, however, to all rights and remedies which Buyer may have against Seller, at law or in equity;

The provisions of this Section 3.04 shall survive the termination of this Agreement.

3.05 ECR. With respect to the easements to be obtained by Buyer pursuant to Section 3.02(f) above, Buyer and Seller (and any lender who holds a mortgage or other security interest on Seller's Residual) shall agree in writing on the terms and conditions of an easement and restriction agreement (the "**ECR**") between the Property and Seller's Residual, the form of which shall be prepared by Buyer, providing for, *inter alia*,

- (a) A perpetual, non-exclusive easement from Seller, for the benefit of the Property, over and across the driveways and walkways on Seller's Residual (including but not limited to the "**Critical Access Drives**" depicted on the Site Plan, which Seller shall not alter, relocate, or close without the prior written consent of Buyer), for the purpose of vehicular (including Buyer's delivery tractor trailers) and pedestrian ingress, egress and access between and among the Property, Seller's Residual and the public roads;
- (b) A perpetual, non-exclusive easement from Buyer, for the benefit of Seller's Residual, over and across the driveways and walkways that are situated on the Property, for the purpose of vehicular and pedestrian ingress, egress and access between and among the Property, Seller's Residual and the public roads;
- (c) If and to the extent necessary, perpetual, non-exclusive easements over and across Seller's Residual for the benefit of the Property for the purposes of installing, using, maintaining, repairing and replacing service lines, connections and related improvements to provide utility services to the Property;
- (d) Intentionally deleted;
- (e) A perpetual, non-exclusive easement over and across Seller's Residual for the benefit of the Property for the purpose of maintaining the visibility of Buyer's building and signage on the Property, whereby the portion of Seller's Residual, generally depicted on the Site Plan, as the "**No-Build Area**" shall be restricted

against future construction of or use for any above ground improvements other than curbs, light poles, paving, signage, landscaping and street signage.

- (f) Buyer shall have no obligation to contribute to maintenance costs within the Overall Parcel except the annual maintenance and operation of the Critical Access Drives shall be performed by Buyer following construction of the same. From and after commencement of any development of any portion of Seller's Residual, the cost of annual maintenance and operation of the Critical Access Drives shall be shared by all owners of developed parcels and/or owners of parcels in development within the Overall Parcel, pro-rata, based on the relative acreage of each such parcel;
- (g) Subject to the provisions of Subsection (f) above, Seller shall be responsible for maintaining Seller's Residual at its sole cost and expense;
- (h) Subject to the provisions of Subsection (f) above, Buyer shall be responsible for maintaining the Property at its sole cost and expense;
- (i) Restrictions on the future uses to be conducted on the Overall Parcel, as set forth on **Exhibit C**, attached hereto;
- (j) While any portion of the Overall Parcel remains undeveloped, the owner thereof shall keep such portion seeded and mowed, and in a slightly condition;
- (k) Reciprocal parking easements between the Property and that portion of the Seller's Residual referred to herein and depicted on the Site Plan as "**Outlot A**"; provided, however: (i) such parking rights in favor of Seller and/or Outlot A on the Property shall not apply to, and Seller and/or Outlot A shall have no parking easement or other rights with respect to, that portion of the Property referred to herein and depicted on the Site Plan as "**Buyer's Exclusive Parking Area**", it being the agreement and intent of Buyer and Seller that Buyer shall have the sole and exclusive use of Buyer's Exclusive Parking Area; (ii) Buyer and Seller shall each maintain the parking spaces, including the number and width thereof, along with the parking spaces, parking lanes and parking bays, located on the Property and Seller's Residual, respectively, at a minimum, in accordance with all applicable laws without variance therefor; (iii) Seller's Residual shall contain sufficient parking spaces in order to independently comply with all governmental requirements without reliance upon and parking spaces located on the Property; and (iv) the foregoing easement is to permit cross parking by retail customers only; and
- (l) A non-exclusive temporary construction easement and right-of-way for the benefit of the Property to the extent needed in accordance with good construction practices, but only during a period of construction on the Property, on, over, across and through the Overall Parcel for the purpose of providing a temporary means of access for construction vehicles to and from the Property, for the purpose of facilitating construction on the Property. All construction activities

undertaken by Buyer shall be conducted so as to minimize interference with the business activities conducted in the Seller's Residual. Similarly, Seller hereby acknowledges and agrees that Seller shall, and shall cause all future tenants and assignees of the Seller's Residual to, conduct all construction activities so as to minimize interference with the business activities conducted on the Property.

#### **ARTICLE IV** **SUBMISSION MATERIALS**

4.01 Seller's Cooperation. Seller agrees to submit to Buyer, within 5 days after the Effective Date, information and/or materials, to the extent the same is available to Seller, for Buyer's use in preparation for the purchase of the Property, including: (a) an existing revised ALTA/NSPS 2016 survey (including Table A items 1, 2, 3, 4, 5, 7A, 8, 11 and 14) (b) surveys, site plans, topographical studies, plat maps, property descriptions, zoning maps and engineering drawings for the utilities and public services servicing the Property; (c) soils reports for the Property; (d) environmental studies of the Property; (e) the most recent real estate tax bill; (f) a copy of the title insurance policy (or other form of title evidence) issued upon Seller's acquisition or financing of the Property; and (g) any existing declarations, easements and/or restriction agreements encumbering the Property. All materials provided to Buyer pursuant to this Article IV shall be deemed conditionally delivered. If this transaction is not closed in accordance with the terms hereof such materials shall be returned to Seller upon demand. Seller hereby agrees to cooperate with Buyer in all respects during the term of this Agreement, including Seller's joining in the execution of any and all reasonable applications, instruments, licenses and documents contemplated pursuant hereto.

#### **ARTICLE V** **EVIDENCE OF TITLE**

5.01 Title Commitment. Seller shall, at Seller's sole cost and expense, obtain from Escrow Agent, a commitment (the "**Title Commitment**") to issue an American Land Title Association Owner's Title Insurance Policy (ALTA Form B, Rev. 2006) (the "**Title Policy**"), certified to at least the Effective Date of this Agreement, in the full amount of the Purchase Price. To be acceptable to Buyer, the Title Commitment shall show in Seller good and marketable title to the Property, and shall commit to insure said title free and clear of the standard printed exceptions contained in the Title Commitment and Title Policy and free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except the following:

- (a) Those created or assumed by Buyer;
- (b) Zoning ordinances, legal highways and public rights-of-way which do not interfere with Buyer's proposed development and operation of the Property as a retail grocery store;
- (c) Real estate taxes which are a lien on the Property but which are not yet due and payable; and/or

- (d) Easements and restrictions of record acceptable to Buyer which do not interfere with the Buyer's proposed development and operation of the Property as a retail grocery store.

For title to the Property to be acceptable to Buyer, the Title Commitment must (i) commit to insure that all parcels of land are contiguous, if the legal description for the Property includes more than one parcel and that there are no gaps nor gores among them; (ii) commit to insure that on the Closing Date, the Property shall have direct access or access pursuant to the ECR to dedicated public highways or roads that abut the Property; (iii) fully and completely disclose all easements, negative or affirmative, rights-of-way, ingress or egress or any other appurtenances to the Property and provide insurance coverage in respect to all of such appurtenant rights; and (iv) include the results of a special tax search and examination for any financing statements filed of record which may affect the Property.

5.02 Endorsement at Closing. At the Closing and as a condition of Closing, Buyer may obtain an endorsement to the Title Commitment updating the Title Commitment to the Closing Date and showing no change in the state of the title to the Property. After Closing, a final Title Policy that comports with the foregoing terms and conditions may be issued at the Buyers expense in the amount of the Purchase Price.

5.03 Survey. Buyer may, at its sole cost and expense, obtain a current ALTA survey of the Property (the "**Survey**"), prepared by a surveyor registered in the State of Minnesota. The Survey shall comport with the depiction of the Property set forth on the Site Plan, shall include a legal description of the Property and shall be certified by the surveyor to Buyer and the title insurance company. Subject to the approval of the title insurance company, the legal description included in the Survey shall be used in the Title Commitment and Title Policy and in all documents of transfer contemplated hereby.

5.04 Defects. In the event that an examination of either the Title Commitment (including any endorsements) or the Survey obtained hereunder discloses any matter adversely affecting title to the Property, or if title to the Property is not marketable, or if the Property is subject to liens, encumbrances, easements, conditions, restrictions, reservations or other matters not specifically excepted by the terms of this Agreement, or in the event of any encroachment or other defect shown by the Survey (the foregoing collectively referred to as "**Defects**"), Seller shall have a reasonable time, not to exceed 30 days after written notice thereof, within which to cure or remove any such Defects. In the event Seller is unable to cure or remove the Defects within said 30-day period, Seller shall immediately give notice of Seller's inability to Buyer and thereafter, Buyer shall have 10 days after receipt of such notice within which to make its election either:

- (a) To accept title to the Property subject to such Defects; or
- (b) To withdraw from this transaction and terminate this Agreement, without prejudice, however, to any rights or remedies which Buyer may have at law or in equity.

In the event Seller commits to cure or remove a Defect prior to Closing and fails to do so, such failure shall be a Seller event of default.

**ARTICLE VI**  
**DEED AND OTHER DOCUMENTS**

6.01 Limited Warranty Deed. Seller shall, at the Closing, convey fee simple title to the Property to Buyer by a duly and validly executed, recordable limited warranty deed (the "**Deed**"), free and clear of all liens and encumbrances, except those permitted pursuant to the provisions of Section 5.01 hereof.

6.02 Right of Re-Entry Agreement. Buyer shall execute and deliver to Seller on the Closing Date a right of re-entry agreement in the form attached hereto as **Exhibit D**.

6.03 Other Documents. Buyer and Seller agree that such other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing. Such documents shall include, but not be limited to the ECR, Escrow Agreement (defined below), the Lot Split Documents, a closing statement, the most recent real estate tax bill(s), a certificate as to Seller's status under the Foreign Investment in Real Property Tax Act, Seller's affidavit regarding liens (mechanics' or other), unrecorded matters and parties in possession and, if requested, Seller's affidavit regarding the warranties and representations set forth in Article XI hereof.

**ARTICLE VII**  
**POSSESSION AND INSPECTION**

7.01 Possession at Closing. Subject to Seller's obligation to perform and complete Seller's Site Obligations (defined below), Buyer shall be entitled to full and exclusive possession of the Property as of the Closing Date.

7.02 Inspection. For and during the continuance of this Agreement, Seller shall afford all representatives of Buyer free and full access to the Property, for inspection and examination, at reasonable times. This privilege shall include the right to make surveys, site plans, renderings, soil tests, environmental inspections, borings, percolation tests and other tests to obtain any relevant information necessary to determine subsurface, topographic and drainage conditions and the suitability of the Property for use and development by Buyer. Buyer shall indemnify and hold harmless Seller for any loss, cost or liability incurred by Seller due to Buyer's entry onto the Property pursuant to this Section 7.02.

**ARTICLE VIII**  
**CLOSING**

8.01 Closing Date. The purchase and sale of the Property shall be closed (the "**Closing**") within 30 days after the Contingency Date, which Closing date may be extended by agreement of the parties and shall be extended by such time, if any, as is necessary to cure Defects, as set forth in Section 5.04 hereof. The date upon which the Closing occurs is referred to herein as the "**Closing Date**". The Closing shall be completed with the use of electronic mail and overnight courier services through the Escrow Agent and without the need of either party actually attending the Closing in person.

8.02 Seller's Site Obligations. As part of the consideration for Buyer's purchase of the Property, Seller shall, at its sole cost and expense, perform the following (collectively, "**Seller's Site Obligations**") within 30 days following the Closing Date, in accordance with plans and specifications prepared by Seller and approved by Buyer during the Approval Period. Seller shall deliver to Buyer, during the Approval Period, Seller's estimate of the cost of performing Seller's Site Obligations, including copies of all bids (from qualified contractors) and backup materials upon which such estimate is based:

- (a) Complete the installation of the following utility service lines to the boundary lines of the Property: storm sewer (15" outlet), sanitary sewer (6" line), domestic water (2" line), fire protection water (8" line); and
- (b) Complete any other improvements on Seller's Residual that are required in order for Buyer to obtain a certificate of occupancy for Buyer's improvements on the Property.

8.03 Escrow Agreement. This Agreement and the Purchase Price for the Property are premised on Seller's proper and timely performance and completion of Seller's Site Obligations. The performance of Seller's Site Obligations is a significant element of the consideration which induced Buyer to enter into this Agreement. Seller's Site Obligations shall be performed in accordance with plans and specifications to be prepared by Seller, at its sole cost, and approved by Buyer in writing during the Approval Period. In the event that Seller does not complete any or all of Seller's Site Obligation prior to the Closing Date, then in order to secure Seller's obligations (to assure that Seller's Site Obligations are properly and timely constructed, installed and paid for) and Buyer's expectations with respect to the performance of Seller's Site Obligations, Buyer and Seller, together with Escrow Agent, shall enter into an escrow agreement at the Closing (the "**Escrow Agreement**"), the form of which shall be prepared by Buyer, that provides, *inter alia* (a) Seller shall deposit into escrow, from the proceeds of Closing, an amount equal to 125% of the estimated cost of completing Seller's Site Obligations; (b) disbursements from escrow shall be made not more frequently than one time per month, with each draw request to be approved in writing by Buyer, to include properly executed lien waivers and supporting documentation and to be for an amount equal to 90% of the costs incurred (i.e. 10% retainage); (c) if any of Seller's Site Obligations are not completed within 30 days following the Closing Date, Buyer may elect to perform any or all of such work, in which case Buyer shall be paid from the funds in escrow the full amount of such cost incurred by Buyer plus a management fee equal to 25% of the cost and expense incurred by Buyer to complete such items; (d) Seller shall be responsible to pay the excess costs incurred, if any, if the actual cost of completing Seller's Site Obligations exceeds the amount paid into escrow; (e) if excess funds remain in escrow after payment of all of the costs of completing Seller's Site Obligations, Escrow Agent shall remit such excess to Seller; (f) Seller's Site Obligations shall be deemed completed on the date that both of the following conditions are satisfied: (i) Buyer receives a certificate from Seller's civil engineer certifying to Buyer that Seller's Site Obligations have been completed and performed in accordance with the approved plans, specifications and permits therefor; and (ii) Buyer inspects Seller's Site Obligations to determine if they were performed in accordance with the approved plans, specifications and permits therefor. If Buyer fails to inspect Seller's Site Obligations within 10 business days following its receipt of the above-described certificate, then Seller's Site Obligations shall be deemed complete.

**ARTICLE IX**  
**APPORTIONMENTS AND ADJUSTMENTS**

9.01 Adjustments at Closing. On the Closing Date, Buyer and Seller shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

- (a) Real Estate Taxes and Assessments. Seller shall pay all delinquent real estate taxes, together with penalties and interest thereon; all assessments which are a lien against the Property as of the Closing Date (both current and reassessed, whether due or to become due and not yet payable); all real estate taxes for years prior to the Closing Date; real estate taxes for the year of Closing, prorated through the Closing Date; and all agricultural use roll back taxes or tax recouplements, if any, for years through the year of Closing. The proration of undetermined taxes shall be based upon a 365-day year and on the last available tax rate, giving due regard to applicable exemptions, recently voted millage, change in tax rate or valuation (as a result of this transaction or otherwise), etc., whether or not the same have been certified. It is the intention of the parties in making this tax proration to give Buyer a credit as close in amount as possible to the amount which Buyer will be required to remit to the County Treasurer (or other applicable government agency or body) for the period of time preceding the Closing Date hereof. Seller and Buyer agree that the amount so computed shall be subject to later adjustment should the amount credited at Closing be incorrect based upon actual tax bills received by Buyer after Closing. Seller warrants and represents that all assessments now a lien are shown on the County Treasurer's (or other applicable government agency or body) records and that to the best of Seller's knowledge, no site or area improvement has been installed by any public authority, the cost of which is to be assessed against the Property in the future. Seller further warrants and represents that neither Seller nor any of its agents, employees or representatives have received notice, oral or written, or have knowledge of any proposed improvement, any part of the cost of which would or might be assessed against the Property;
- (b) Seller's Expenses. Seller shall, at the Closing (unless previously paid), pay by credit against the Purchase Price the following:
- (i) The cost of preparing the Deed;
  - (ii) The recording fees required for recording the Deed;
  - (iii) The cost of any deed stamps or conveyance fees required to be paid in connection with the recording of the Deed from Seller to Buyer;
  - (iv) The cost of all municipal services and public utility charges (if any) due through the Closing Date;
  - (v) The cost to obtain the Title Commitment (including, without limitation, any title exam or search fees);

- (vi) ½ the recording fees required for recording the ECR;
  - (vii) ½ of the fee charged by Escrow Agent for conducting the Closing.
- (c) Buyer's Expenses. Buyer shall, at the Closing (unless previously paid), pay the following:
- (i) The cost of the Title Policy
  - (ii) ½ the recording fees required for recording the ECR;
  - (iii) ½ of the fee charged by Escrow Agent for conducting the Closing; and
  - (iv) The recording fees required for recording the Lot Split Documents and Plat.
- (d) Brokers. Seller and Buyer each hereby warrants and represents to the other that it has not, with the exception of CBRE, Inc., representing Buyer ("**Broker**"), engaged or dealt with any broker or agent in regard to this Agreement. Seller hereby agrees to pay all commissions and/or fees due to Broker pursuant to a separate agreement. Seller and Buyer (except as to Broker) shall indemnify and hold harmless the other from and against any other claim by any party claiming through Seller or Buyer, respectively, for any real estate sales commission, finder's fee, consulting fee, or other compensation in connection with the sale contemplated hereby and arising out of any act or agreement of such party. The indemnity obligations set forth above in this section shall survive both the Closing of the sale contemplated hereby and any termination of this Agreement.

**ARTICLE X**  
**EMINENT DOMAIN**

10.01 Taking By Eminent Domain. If, prior to the Closing, eminent domain proceedings shall be threatened or commenced against the Property, or any part or portion thereof, Buyer shall have the option (a) to elect to proceed with this transaction, in which event any compensation award paid or payable as a result of such eminent domain proceedings shall be the sole property of Buyer, or (b) to terminate this Agreement, in which event Seller shall retain such award. Seller agrees that it shall give to Buyer written notice of any such threatened or actual eminent domain proceedings within 10 days after Seller first becomes aware thereof (or in any event, prior to Closing), and upon the giving of such notice, Buyer shall then have 30 days within which to exercise the options granted in this Section 10.01. If Buyer fails to exercise such options within said 30-day period, this Agreement shall terminate, the Earnest Money (and the Additional Deposit, if applicable) shall be returned to Buyer and thereafter both parties shall be released from further liability or obligation hereunder.

**ARTICLE XI**  
**WARRANTIES AND REPRESENTATIONS OF SELLER**

B: \_\_\_\_\_

S: \_\_\_\_\_

11.01 Warranties and Representations. In addition to any other representation or warranty contained in this Agreement, Seller hereby represents, warrants, covenants, and agrees as follows:

- (a) Seller has not received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected;
- (b) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Property, under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound;
- (c) Seller has not received any notice, either orally or in writing, of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which would prevent, limit or in any manner interfere with the proposed use of the Property;
- (d) Seller has no knowledge of any fact or condition which would result in the termination or limitation of the existing pedestrian and/or vehicular access to the Property from abutting public roads;
- (e) No other person or entity other than Seller currently owns or has any legal or equitable interest in the Property, and no other person or entity other than Buyer has or will have any right to acquire the Property, or any portion thereof;
- (f) All taxes payable with respect to the operation, ownership or control of the Property which are allocable to the period ending on the Closing Date, and all prior periods, shall be or have been paid by Seller, and Seller shall be responsible for the timely filing of all returns or other documents required by any taxing authority claiming jurisdiction with respect to any such taxes;
- (g) The execution, delivery and performance by Seller of this Agreement and the performance by Seller of the transactions contemplated hereunder, and the conveyance and delivery by Seller to Buyer of possession and title to the Property have each been duly authorized by such persons or authorities as may be required, and on the Closing Date, Seller shall provide Buyer and Escrow Agent with certified resolutions, or other instruments, in form satisfactory to Buyer, evidencing such authorization;
- (h) Through and until the Closing Date and with the exception of the ECR, Seller shall not enter into any covenant, restriction, encumbrance, right of lien, easement, lease or other contract pertaining to the Property;

- (i) To the best of Seller's knowledge, there are no underground storage tanks and no Hazardous Substances located in, on or about or generated from the Property which may require removal or remediation or which may result in penalties under any applicable law; Seller shall be responsible for the proper removal and disposal prior to Closing of any such Hazardous Substances, including but not limited to asbestos or asbestos containing materials currently located in any of the buildings situated on the Property. The terms "**Hazardous Substance**" and "**Hazardous Substances**" shall mean and refer to any substance, whether solid, liquid or gaseous in nature, which is or contains (i) any "hazardous substance" as now or in the future defined by the CERCLA or any regulations promulgated under CERCLA, (ii) any "hazardous waste" as now or in the future defined under RCRA or any regulations promulgated under RCRA, (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), (iv) gasoline, diesel fuel or other petroleum hydrocarbons or petroleum byproducts or derivatives, including crude oil or any fraction thereof (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable, (vi) polychlorinated biphenyls, (vii) radon gas, (viii) urea formaldehyde foam insulation, (ix) mold, radon, lead paint, nuclear fuel or materials, radioactive materials, explosives or known carcinogens, and (x) any additional substances, materials, or wastes which are now or in the future classified or considered to be hazardous, toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, contaminating or polluting, or dangerous, or otherwise are or become regulated in any manner by any federal, state or local governmental agency under applicable environmental laws, the common law, or any other applicable laws related to the Property. Hazardous Substances shall include without limitation, any substance, whether solid, liquid, or gaseous in nature, the presence of which on the Property (i) requires reporting, investigation, or remediation under applicable environmental laws (ii) causes or threatens to cause a nuisance on the Property or to adjacent or neighboring properties, (iii) poses or threatens to pose a hazard to health or safety of persons on, in, at or about the Property, including without limitation vapor intrusion into the indoor air of any existing or future structures on the Property, (iv) which, if emanated or migrated from the Property constitute a trespass, or (v) which could give rise to a claim for damages or injunctive relief resulting from personal injury, or property or natural resource damages;
- (j) Seller shall not, without the prior written consent of Buyer, alter the natural topography and vegetation currently existing on, in or about the Property, including, but not limited to the cutting, burning or removal of any trees, removing any minerals or topsoil, dumping of any soil, fill or other matter, or altering the natural flow of any water courses located on the Property;
- (k) To the best of Seller's knowledge, there are no laws, ordinances, regulations, covenants, conditions or restrictions pertaining to or encumbering the Property which would, in any way, impair, interfere with or prevent Buyer's intended use of the Property as a retail grocery store;

- (l) Seller is not a "Foreign Person" as that term is defined in the Foreign Investment in Real Property Tax Act;
- (m) There is no litigation and are no other proceedings pending or threatened in any way relating to the Property.

The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder. All representations and warranties set forth in this Article XI shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by Buyer, Seller shall so certify, in writing, in form reasonably requested by Buyer. Seller hereby agrees to indemnify and hold Buyer harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which Buyer may sustain at any time (i) as a result of, arising out of or in any way connected with the operation, ownership, custody or control of the Property prior to the Closing Date; or (ii) by reason of the untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by Seller in this Agreement or in any documents or agreements delivered in connection with this Agreement or with the closing of the transaction contemplated hereby. The foregoing indemnity by Seller shall survive the Closing and delivery of the Deed or the termination of this Agreement.

11.02 Breach of Warranties Prior to Closing. If, during the pendency of this Agreement, Buyer determines that any warranty or representation given by Seller to Buyer under this Agreement shall be untrue, incorrect or misleading, in whole or in part, the same shall constitute a default by Seller hereunder. In such event, Buyer may give written notice thereof and shall thereafter have such rights and remedies as may be available to Buyer as provided herein, at law or in equity, including, but not limited to, the right to receive compensation for damages and/or the right to terminate this Agreement and to have the Earnest Money (and the Additional Deposit, if applicable) returned to Buyer.

**ARTICLE XII**  
**NOTICES**

12.01 Notice Procedure. Any notices required hereunder shall be in writing, shall be deemed effective upon transmittal, may be transmitted by the parties' respective legal counsel, and shall be transmitted by (a) personal service, (b) reputable overnight delivery service, (c) facsimile (confirmed receipt), (d) email transmission, or (e) certified mail, postage prepaid, return receipt requested, and shall be addressed to the parties as follows:

- (a) If intended for Seller, to:

City of Ramsey  
7550 Sunwood Dr. NW  
Ramsey, MN 55303  
Email: bhagen@cityoframsey.com

With a copy to:

B: \_\_\_\_\_

S: \_\_\_\_\_

Holstad and Knaak  
4501 Allendale Drive  
North Oaks, MN 55127  
Attention: Fritz Knaak, Esquire  
Email: fknaak@klaw.us

(b) If intended for Buyer, to:

Aldi Inc. (Minnesota)  
4201 Bagley Ave N.  
Faribault, MN 55021  
Attention: Andrew Mack, Director of Real Estate  
Fax #: (507) 333-9475  
Email: Andrew.mack@aldi.us

With a copy to:

Kayne Law Group, CO., P.A.  
612 Park Street, Suite 100  
Columbus, OH 43215  
Attention: Jacob Worrel, Esq.  
Email: jworrel@kaynelaw.com

**ARTICLE XIII**  
**GENERAL PROVISIONS**

13.01 Governing Law. This Agreement is being executed and delivered in the State of Minnesota and shall be construed and enforced in accordance with the laws of the State of Minnesota. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Minnesota.

13.02 Entire Agreement. This Agreement constitutes the entire contract between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto, and supersedes all previous agreements, written or oral, if any, of the parties. Exhibits referred to in this Agreement are attached hereto and incorporated herein by reference.

13.03 Time of Essence. Time is of the essence of this Agreement in all respects. Any time period providing for the performance of the parties' obligations herein which would otherwise end on a Saturday, Sunday or national holiday shall be extended to the next succeeding business day.

13.04 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

13.05 Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

13.06 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the party making the waiver.

13.07 Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

13.08 Seller's and Buyer's TIN. Buyer's and Seller's tax identification numbers shall be provided to Escrow Agent (if and as applicable) at Closing.

13.09 Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same document.

13.10 Like-Kind Exchange. Buyer may exchange fee title to the Property for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder. Buyer expressly reserves the right to assign its rights but not its obligations hereunder to a "Qualified Intermediary" as provided in IRC Reg. 1.1031(k)-(g)(4) in connection with such an exchange at any time on or before the Closing Date. Seller hereby agrees to cooperate with Buyer (at no cost to Seller) in effectuating any such exchange.

13.11 Assignment. Buyer hereby reserves the right to assign this Agreement to its nominee. Buyer shall notify Seller of any such assignment at least 5 days prior to the Closing Date by delivery of notice in the manner otherwise required hereunder.

13.12 Attorney Fees. In the event either party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, the successful party shall then be entitled to receive from the other of said parties, in every such action commenced, a reasonable sum as attorneys' fees and costs, including all fees and costs incurred upon any appeals, to be fixed by the court in the same action.

13.13 Default. Neither party shall declare the other party in default of this Agreement unless the non-defaulting party has given the defaulting party written notice of the default, and the non-defaulting part has not cured the default within 10 days after receipt of written notice of same.

13.14 No Presumption Against Drafter. This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transaction contemplated under this Agreement, is entered into by both parties in reliance upon the economic

and legal bargains contained herein and therein, and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument, the relative bargaining powers of the parties or the domicile of any party. Buyer and Seller were each given opportunity to consult with independent legal counsel of such party's choice competent in advising them of their obligations and liabilities hereunder.

13.15 No Offer. The submission of a draft of this Agreement or a summary of some or all of its provisions does not constitute an offer to purchase the Property. Neither Buyer nor Seller shall be legally obligated with respect to a purchase of the Property unless and until this Agreement has been executed by both Buyer and Seller and fully executed copies have been delivered to each party.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**  
*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the dates set forth below, respectively.

**SELLER:**

**City of Ramsey**  
a Minnesota municipal corporation

By: \_\_\_\_\_  
Name: Mark E. Kuzma  
Its: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Brian Hagen  
Its: City Administrator

Date: \_\_\_\_\_

**BUYER:**

**Aldi Inc. (Minnesota),**  
a Minnesota corporation

By: \_\_\_\_\_  
Daniel J. Gavin, Vice President Real Estate

Date: \_\_\_\_\_

Reviewed By:

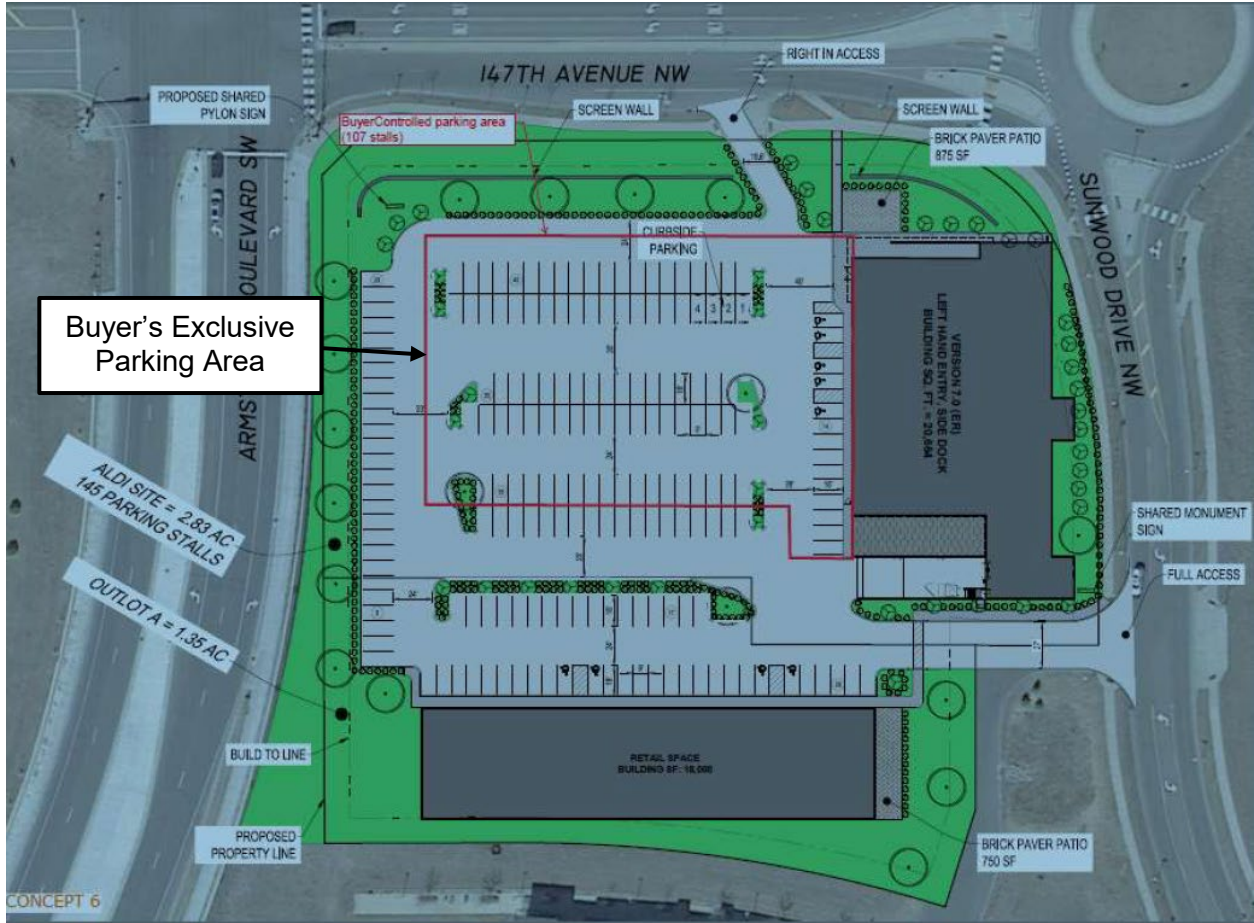
\_\_\_\_\_  
Andrew Mack, Director of Real Estate

Date: \_\_\_\_\_

**Index of Exhibits:**

- A. Site Plan**
- B. Legal Description of Overall Parcel**
- C. Use Restrictions**
- D. Form of Right of Re-Entry Agreement**

**EXHIBIT A  
SITE PLAN**



**EXHIBIT B**  
**LEGAL DESCRIPTION OF OVERALL PARCEL**

**Lots 1, 2 and 3, Block 1, COR TWO, Anoka County Minnesota Property Tax ID Numbers  
28-32-25-23-0011, 28-32-25-23-0012 and 28-32-25-23-0013**

**EXHIBIT C**  
**USE RESTRICTIONS**

Seller hereby covenants and agrees that it will not lease, rent, sell or otherwise permit to be owned, controlled, leased, used or occupied any portion of Seller's Residual for any of the uses set forth in items (a) through (cc) below:

- (a) a Retail Grocery Store. The term "**Retail Grocery Store**" means a supermarket, a meat market, a grocery store, a fruit and vegetable store or stand, a frozen or otherwise processed food store, and any other store where more than 1,500 square feet (including adjacent aisle space) is used for the sale or display of grocery items. "Retail Grocery Store" shall also include the operation of a grocery pick-up service (e.g. Clicklist, Curbside Pickup or similar service) anywhere within the Overall Parcel, whether or not the premises from which the service is offered is also used for the sale and display of grocery items. "Retail Grocery Store" does not include a delicatessen or any restaurant wherein prepared food is sold for on-premises or "take-out" consumption;
- (b) a business selling alcoholic beverages for on-premises consumption except for a restaurant with sit down table service as its primary operation in which the sale of alcoholic beverages does not exceed 50% of its gross sales; however, this restriction shall not prohibit a Tap Room, Brewery or Brew Pub;
- (c) any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance (provided that the foregoing is not intended and shall not be construed to prohibit a drug store); any store or operation where the sale of cannabis (including marijuana) or cannabis derivatives and related products exceeds 50% of such store or operation's gross sales;
- (d) adult book store, an establishment selling or exhibiting pornographic materials (provided that this restriction shall not prohibit sales by national book retailers such as Barnes and Noble) or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility, or a national massage chain such as Massage Envy);
- (e) a pool or billiard hall; arcade;
- (f) night club or dance club;
- (g) movie theater or cinema;
- (h) gym or health club greater than 5,000 square feet;
- (i) school or learning center having more than thirty students at any one time,
- (j) children's play or party center; trampoline center; laser tag operation; skating rink; bowling

- alley; race track; go-karting track;
- (k) telemarketing; polling and surveying center; office use (other than office uses within and ancillary to a permitted retail use);
  - (l) an abortion clinic; Planned Parenthood;
  - (m) a pet store; except, however, a national pet store (e.g., Petsmart or Petco) shall be permitted if the location of such use is not adjacent to the Property;
  - (n) an auto repair shop (provided, however, a retail auto supply store that does not perform repairs shall be permitted); the sale of used automobiles;
  - (o) a mobile home park; trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance); mobile home sales; living quarters; hotel; apartment building;
  - (p) off-track betting establishment, bingo parlor or any gambling use (other than the ancillary operations of state sponsored lottery);
  - (q) a use or operation which would emit or produce noxious or harmful, fumes, contaminants, gases, excessive dust, dirt or loud noises
  - (r) dry cleaner/laundry operation performing cleaning on-site, except for environmentally safe cleaning;
  - (s) a public or private nuisance
  - (t) an assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;
  - (u) a junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage or refuse;
  - (v) a gun/firearms shop or gun/firearms range;
  - (w) a pawn shop, tattoo parlor or flea market;
  - (x) a thrift store, consignment shop or "re-sell" shop, a "Good Will" or "Salvation Army" type store, or any "drop box" or similar collection facility for donated goods;
  - (y) a store dedicated to the sale of tobacco products;
  - (z) a mortuary or funeral home;
  - (aa) a church or other place of worship; banquet hall; auditorium or meeting hall;

- (bb) the outdoor display, sale or storage of merchandise in parking area (Christmas trees, pumpkins, produce, flowers, art work, fireworks, novelties, clothing, etc.); and/or
- (cc) carnival, amusement park, car show, festival, political event/rally, circus or other similar public event.

**EXHIBIT D**  
**FORM OF RIGHT OF RE-ENTRY AGREEMENT**

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[Reserved for Recording Data]

**RIGHT OF RE-ENTRY AGREEMENT**

This Right of Re-entry Agreement (this “**Agreement**”) is entered into on \_\_\_\_\_, 202\_\_, by and between the **City of Ramsey**, a Minnesota municipal corporation (“**Seller**”), and **Aldi Inc. (Minnesota)**, a Minnesota Corporation (“**Buyer**”).

Recitals

A. On \_\_\_\_\_, 20\_\_, Seller conveyed title of the following real property to Buyer (the “**Property**”):

Insert Platted Legal Description, Anoka County, Minnesota

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

C. Pursuant to Section 6.02 of that certain Real Estate Purchase Agreement between Seller and Buyer, with an Effective Date of **INSERT DATE OF PURCHASE AGREEMENT** (the “**Purchase Agreement**”), it is the intent of the parties to create and set forth a right to impose a penalty or a right of re-entry in favor of Seller in the event Buyer fails to satisfy the Condition set forth below.

Agreement

1. The recitals are incorporated herein as if fully set forth.
2. Seller shall have the right, but not the obligation, as Seller’s sole and exclusive remedy, to re-enter and take fee title to the Property pursuant to Paragraph 3 below, in the event that Buyer fails, subject to Force Majeure (defined below), casualty, condemnation, or other circumstance out of the reasonable control of Buyer, to obtain a certificate of

B: \_\_\_\_\_

S: \_\_\_\_\_

occupancy from Seller (the “**Condition**”), for an ALDI branded select assortment retail grocery store at the Property on or prior to Insert date 24 months after Closing date (the “**Condition Satisfaction Deadline**”), and such failure continues for a period of 30 days after Buyer’s receipt of written notice from Seller. Seller agrees that Seller shall not unreasonably withhold, condition, deny, or delay said required certificate of occupancy and that a failure of satisfaction of the Condition on or prior to the Condition Satisfaction Deadline that is due to or attributable to (a) any such delay by Seller shall not entitle Seller to its remedy set forth in this Agreement, and/or (b) Seller’s failure to timely complete Seller’s Site Obligations as set forth in the Purchase Agreement.

3. If Buyer has failed, subject to Force Majeure (defined below), casualty, condemnation, or other circumstances out of the reasonable control of Buyer, to satisfy the Condition on or prior to the Condition Satisfaction Deadline, and such failure continues beyond the notice and cure period, then at any time thereafter until the Condition is satisfied, at the written request of the Seller, Buyer shall convey to Seller in exchange for payment by Seller to Buyer (in immediately available funds) of seven hundred twenty-five thousand dollars (\$725,000) or the actual purchase price paid by the Buyer, the Property. If Seller so elects to re-enter and retake the Property as provided herein, Buyer shall, within 30 days after receipt of Seller’s written notice, deliver to Seller a limited warranty deed, subject to all matters of records other than for monetary liens for which Buyer is responsible, as well as any other reasonable ancillary documents reasonably necessary to transfer fee title to the Property to Seller. All applicable deed tax required to be paid by the transfer to the Seller will be paid by Buyer.
4. This document constitutes the entire Agreement between the parties with respect to the subject matter hereof. Any modifications or amendments to this Agreement must be in writing and signed by both parties.
5. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same document.
6. This Agreement shall automatically terminate and be of no further force or effect upon the date that Buyer satisfies the Condition, and Seller agrees to immediately execute and deliver to Buyer, in recordable form, a document removing this Agreement of record. If Seller fails to deliver said termination within 5 business days after receipt of written request from Buyer (which may be by email), then Buyer may unilaterally record a termination of this Agreement of record and Seller agrees that such termination shall conclusively be deemed effective, and may be relied upon by title companies and future purchasers of the Property.
7. If Buyer is delayed or hindered in or prevented from satisfying the Condition by Force Majeure, the Condition Satisfaction Deadline shall be extended for the period of the delay. The term “**Force Majeure**” means a delay beyond the reasonable control of the delayed party caused by labor strikes, lock outs, industry wide inability to procure materials, extraordinary restrictive governmental laws or regulations (such as gas rationing), delays caused by any governmental or quasi-governmental entity, delays caused by utility service

B: \_\_\_\_\_

S: \_\_\_\_\_

providers, mass riots, war, military power, sabotage, material fire or other material casualty, a Pandemic Event (defined below), Severe Weather, or an extraordinary and material act of God (such as a tornado or earthquake). The term “**Severe Weather**” means weather that a reasonable person would find unusual and unanticipated at the time of the scheduling of the activity based on recent weather patterns for the period in question in the vicinity of the Property, provided that the delayed party delivers to the other party, upon request, reasonable documentation from an unbiased weather authority substantiating such claim. The term “**Pandemic Event**” means any of the following: state of emergency or public health emergency or pandemic (including, without limitation, Covid-19), government mandated quarantine or travel bans, government mandated closures, disruption, breakdown, delayed production or interruption for any period of time, interruptions to transportation, or the use of equipment, labor, or materials, including, without limitation, the closure of government buildings, airports, harbors, railroads, or pipelines, or other infrastructure due to worldwide or regional pandemic or other health related event disruptions.

8. This Agreement shall not be assignable by Buyer or Seller.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

*[Signature and Acknowledgement Pages Follow]*

**SELLER:**

**CITY OF RAMSEY,**  
a Minnesota municipal corporation

By: \_\_\_\_\_  
Mark E. Kuzma, Mayor

By: \_\_\_\_\_  
Brian Hagen, City Administrator

This instrument was acknowledged before me on \_\_\_\_\_, 202\_, by Mark E. Kuzma and Brian Hagen as Mayor and City Administrator, respectively, of the City of Ramsey, Minnesota.

\_\_\_\_\_  
Notary Public

**BUYER:**

B: \_\_\_\_\_

S: \_\_\_\_\_

**Aldi Inc. (Minnesota),**  
a Minnesota Corporation

By: \_\_\_\_\_  
Daniel J. Gavin, Vice President Real Estate

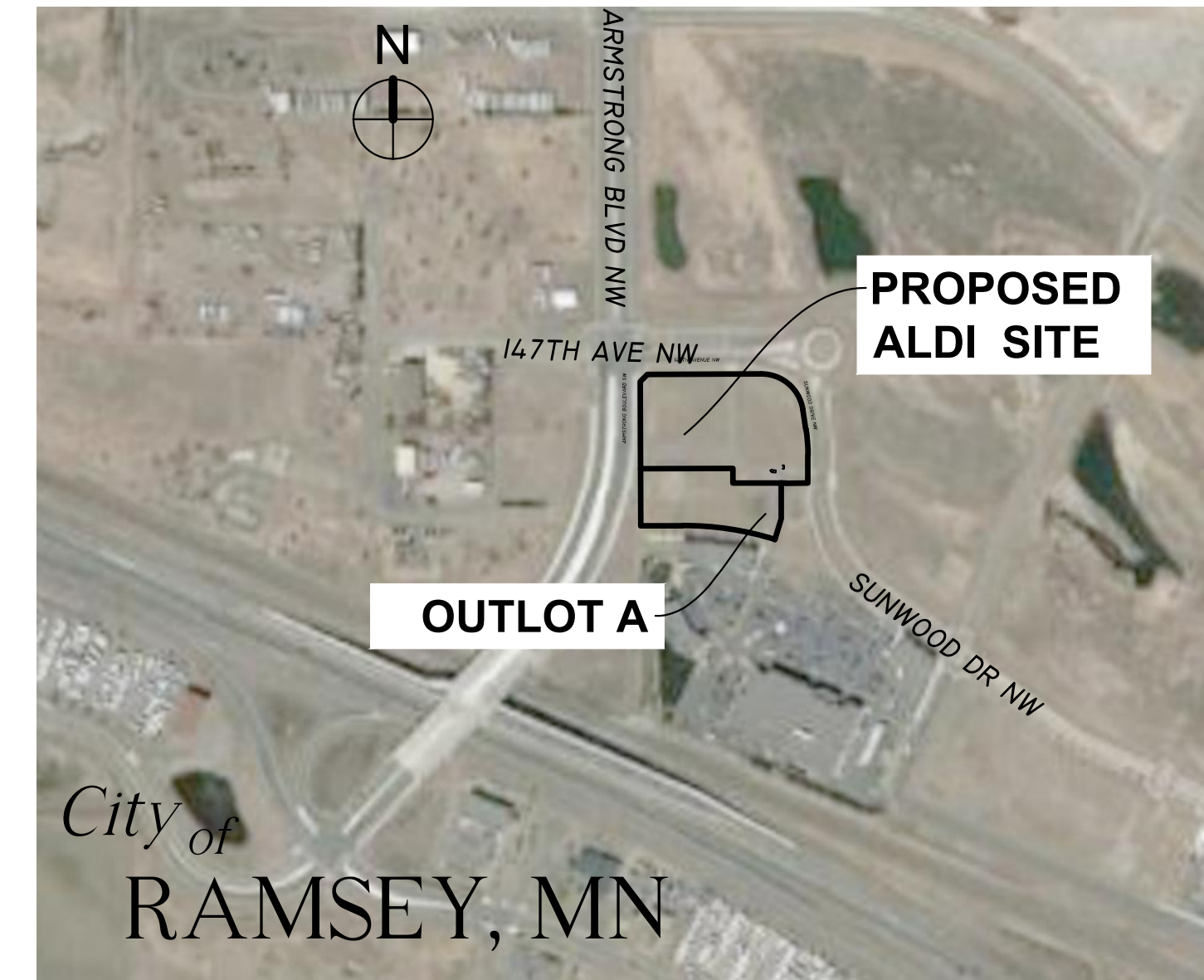
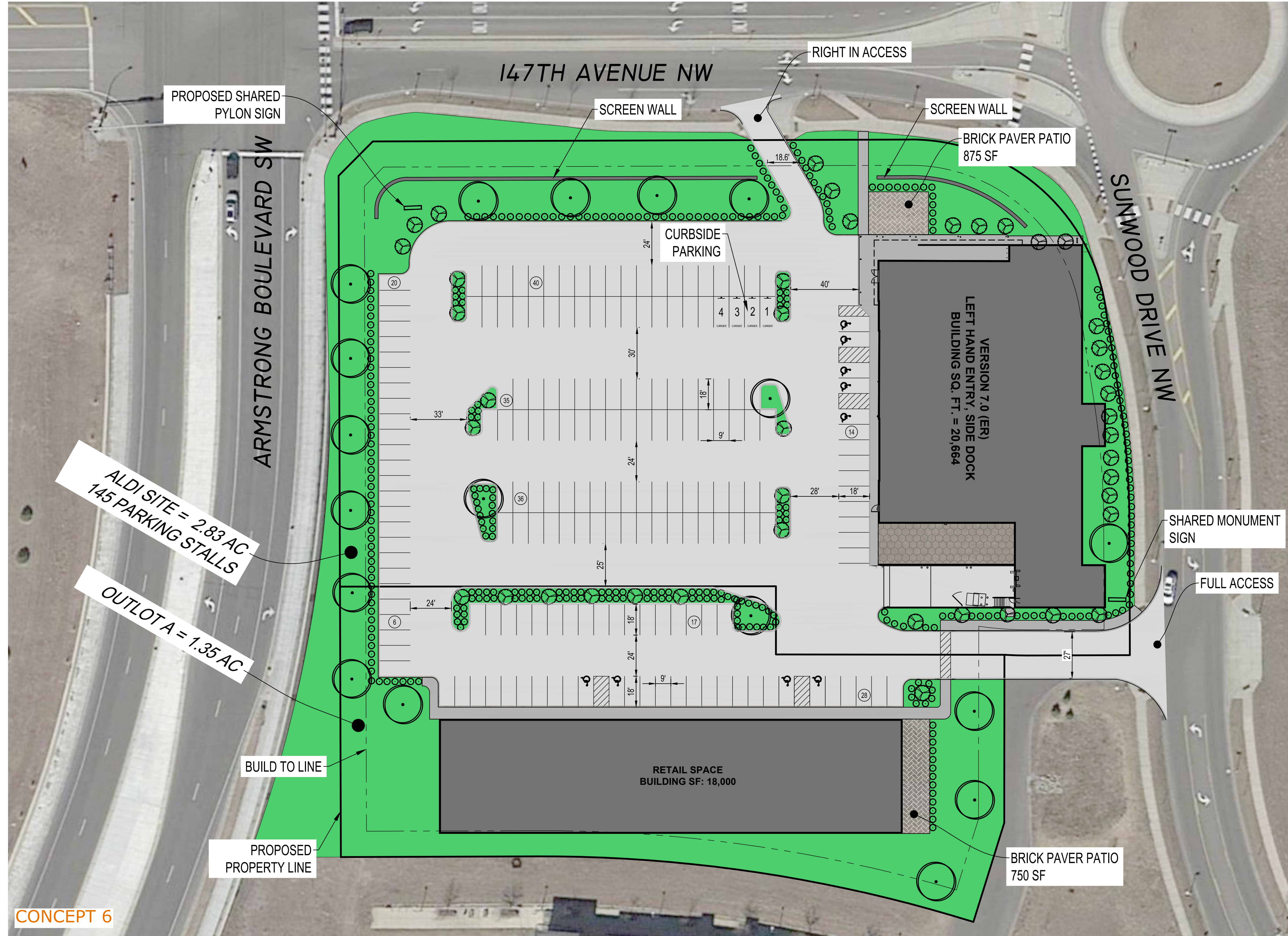
This instrument was acknowledged before me on \_\_\_\_\_, 202\_\_\_\_, Daniel J. Gavin, Vice President Real Estate of Aldi Inc. (Minnesota), a Minnesota corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

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

B: \_\_\_\_\_

S: \_\_\_\_\_

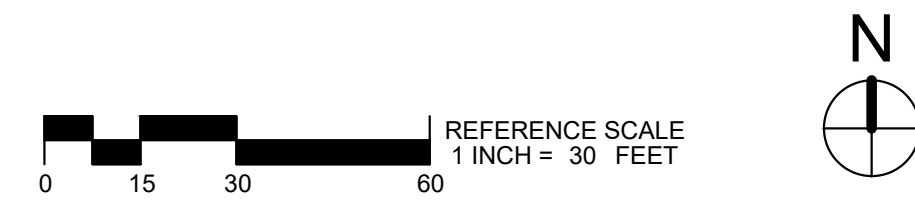


SITE DATA:	SETBACK DATA:
ADDRESS: COR AREA COMMERCIAL SITE DEVELOPMENT RAMSEY, MN 55044	ZONED: COR-2 (COMMERCIAL SUBDISTRICT)
ALDI SITE: 2.83 ACRES OUTLOT A: 1.35 ACRES TOTAL SITE: 4.18 ACRES	<u>BUILD TO LINE</u> FRONT 15' MIN. 40% OF SIDE WITHIN BUILD TO LINE

PARKING DATA:
ALDI BUILDING AREA = 20,664 SQ.FT MIN. PARKING STALLS REQUIRED = 83 (2 SPACES PER 500 SQ.FT.) MAX. PARKING STALLS REQUIRED = 166 (4 SPACES PER 500 SQ.FT.) PARKING STALLS PROVIDED = 145 H.C. STALL REQUIRED = 5 H.C. STALL PROVIDED = 5

PARKING DATA:
RETAIL BUILDING AREA = 18,000 SQ.FT MIN. PARKING STALLS REQUIRED = 72 (2 SPACES PER 500 SQ.FT.) MAX. PARKING STALLS REQUIRED = 144 (4 SPACES PER 500 SQ.FT.) PARKING STALLS PROVIDED = 51 H.C. STALL REQUIRED = 2 H.C. STALL PROVIDED = 4

SIGNAGE DATA:
<u>BUILDING SIGNAGE</u> PROTOTYPICAL SIGNAGE WILL BE ALLOWED.
<u>FREESTANDING SIGNAGE</u> TYPE: MONUMENT/ PYLON SIZE: MAX. 50' IN HEIGHT. SURFACE AREA SHALL NOT EXCEED 150 S.F.



CONCEPT 6

## TERM SHEET FOR Aldi Inc – 2.3.2023

<b>Real Estate</b>	Tax ID Numbers: 28-32-25-23-0012, 28-32-25-23-0013 and a Portion of 28-32-25-23-0011. Lots 2, 3 and Part of Lot 1, COR TWO (Parcel 42a, 42b, 42c)
<b>Acreage</b>	Approximately 2.83 acres or 123,275 SF
<b>Asking Price</b>	\$986,200 (\$8.00 / SF)
<b>Offer Price</b>	\$725,000 (\$5.88 / SF) (SF Subject to change based on approved Plat)
<b>Earnest Money</b>	\$10,000 Non-refundable upon Closing of the property <u>unless RORE exercised.</u>
<b><u>Contingency Period</u></b>	180 days from Effective Date (Date City Council approves) (city requires plat/site plan approval before sale). Note: there is not a Notice to Proceed clause that renders the Earnest Money to be non-refundable.
<b>Closing</b>	Within 30 days of after Contingency Date.
<b>Commission</b>	Staff has worked with the Broker for ALDI (David Daly from CBRE) and Brian Pankratz from CBRE to put this project together. David Daly will receive 4% (\$29,000) Commission and Brian Pankratz will receive 3% (\$21,750) Commission Per the terms of the listing/broker agreements.
<b>Extensions</b>	Developer will deposit \$10,000 in escrow for each 30 day extension (2 extensions allowed) of the Contingency Period. The \$10,000 extensions are applied to the purchase price.
<b>City take care of</b>	Provide existing ALTA Survey and updated Title Work. The Developer will contract to plat the property as part of the site plan process and work with City to complete.
<b>Performance</b>	City to require construction of a minimum 20,664 SF commercial/retail building (Aldi Grocery Store) compliant with COR Zoning requirements and obtain a Certificate of Occupancy <u>24 months</u> after Closing. If this is not done, the City may exercise the Right of Re-Entry. <u>If the project does not move forward the Purchase price will be refunded to Aldi.</u>
<b>Assignment</b>	Requires city approval if not same owners / company.
<b>Contingencies</b>	Section 3.02 of the Purchase Agreement defines the contingencies.
<b>Use Restrictions</b>	Exhibit C of PA lists the restricted uses on the lots Aldi is purchasing and the lot retained by the City of Ramsey. <u>An ECR Agreement will be drafted as part of the platting process defining required easements, use restrictions.</u>
<b>Review</b>	EDA (Sean): Land Transaction/ Purchase Agreement/ Right of Re-Entry/ Closing Planning Commission (Todd/Staff): Land Use, Development Agreement, Site Plan, Plat.

**City Council: Final Approval on both items**



**FARIBAULT DIVISION**

4201 BAGLEY AVENUE NORTH  
FARIBAULT, MN 55021

P: 507-333-9460  
F: 507-333-9475  
E: andrew.mack@aldi.us

August 26, 2022

Brian Pankratz  
CBRE Inc. - Senior Vice President  
Sent via email: brian.pankratz@cbre.com

**RE: Non-Binding Letter of Intent to Purchase approximately 2.83-acre parcel located at the SWQ of Armstrong Blvd. SW & 147<sup>th</sup> Ave. N, Ramsey, MN, as shown on the attached site plan**

Dear Brian:

Set forth below is the proposal by Aldi Inc. (Minnesota) to purchase the above referenced Property. The terms are as follows:

**Seller:**

City of Ramsey  
7550 Sunwood Dr. NW  
Ramsey, MN 55303

**Buyer:**

Aldi Inc. (Minnesota)  
4201 Bagley Avenue North  
Faribault, MN 55021

**Property:**

Approximately 2.83-acre (123,275 square feet) parcel located at the SWQ of Armstrong Blvd. SW & 147<sup>th</sup> Ave. N, Ramsey, MN, as shown on *Exhibit A*

**Purchase Price:**

Seven hundred twenty-five thousand dollars (\$725,000 cash).

**Earnest Money Deposit:**

Ten thousand dollars (\$10,000.00) upon full execution of the Purchase Agreement.

All earnest money shall be applied to the Purchase Price at closing and shall be fully refundable to Buyer.

---

**Contingency Period:**

Buyer shall have 180 days from the date the Purchase Agreement is fully executed to (a) perform, in Buyer's sole discretion, any analysis and investigations with respect to the Property, and (b) to obtain the necessary permits and approvals for Buyer's intended use (collectively, the "Contingencies").

If Buyer has not satisfied its Contingencies by the expiration of said 180-day period, then Buyer may elect to extend the Contingency Period for up to 2 (30) day periods. Upon the exercise of such extension, Buyer shall deposit ten thousand dollars (\$10,000.00) with the escrow agent, which sum shall be refundable to Buyer (unless Buyer defaults), and applicable to the Purchase Price.

**Easements:**

Seller shall grant to Buyer permanent non-exclusive easements for purposes of:

- Ingress / egress
- Signage
- Drainage
- Utilities
- Shared parking

As part of the City Entitlement period

**OEA / REA / ECR:**

Seller and Buyer will enter into an operating/development agreement for purposes of easements.

**Use Restrictions:**

Seller will restrict the balance of the following parcels 28-32-25-23-0012, 28-32-25-23-0013, 28-32-25-23-0011 development from the list of uses as shown on *Exhibit B*.

**Lot Split:**

Within 30 days of the execution of the purchase and Sale Agreement, Seller shall deliver to Buyer a boundary survey of Sellers parcel, together with a metes and bounds legal description of the Property and Sellers residual. Seller will provide the Buyer an existing revised ALTA/NSPS 2016 survey (Table A, items 1, 2, 3, 4, 5, 7A, 8, 11 and 14) for the lot split. [Note to Seller: It's Buyer's understanding that the Property is already platted but any subdivision will be at Buyer's sole expense. .

**Sellers Site Obligations:**

- Utilities to property line
- Buyer during City Entitlements to submit for Pylon/Monument sign approval. City will not build monument signage.
- Remediation of contamination [**Note to Seller: is there contamination at the site that Seller is aware of? No contamination based on Sellers Knowledge. Please provide a copy of Seller's Phase 1. for Buyer's review**]

**Purchase Agreement:**

Buyer's attorney shall prepare the Purchase Agreement.

**Signage:**

Buyer shall construct a free-standing pylon and monument sign on the Property at its cost and expense. Buyer will have top position (Note to Buyer: The City will not own any signs that will allow for the placement of advertising for Buyer. There will likely be privately owned signs that the Buyer can purchase advertising from. The existing City Sign used for offsite advertising at the NE Corner of Ramsey Blvd and Hwy 10 does not have any room to add advertising. This sign will be permanently removed when the Ramsey Boulevard Interchange is constructed in 2025.

---

**Parking:**

Buyer will have a shared parking agreement with Outlot A. Buyer will have a controlled parking area (non-shared) as outlined in Exhibit A.

**Closing:**

Closing shall occur within 30 days after the expiration or earlier waiver of the Contingency Period. A Right of Re-Entry Agreement will be entered into by Buyer and Seller. The Right of Re-Entry Agreement will require the Buyer to obtain a Certificate of Occupancy for a minimum 20,000 square foot building on the property 24 months after Closing. In the event that a Certificate of Occupancy is not received by the Buyer the Seller re-enter and take physical possession of the property for seven hundred twenty-five thousand dollars (\$725,000 cash). (Right of Re-Entry Agreement to be negotiate and added as an exhibit to the PSA)

**Brokers Commission:**

Seller shall be responsible for all brokerage commission relating to this transaction. Buyer recognizes CBRE, Inc as its sole and exclusive Brokers with regard to this transaction.

**Corporate Contingency:**

This agreement is subject to review and approval by Aldi Corporate officers.

The parties recognize that this and all other communications are intended to be preliminary only and neither party shall have any obligations to each other with respect to the Property that is the subject of this correspondence unless and until a mutually satisfactory Purchase Agreement has been fully executed and delivered by both parties.

Respectfully,

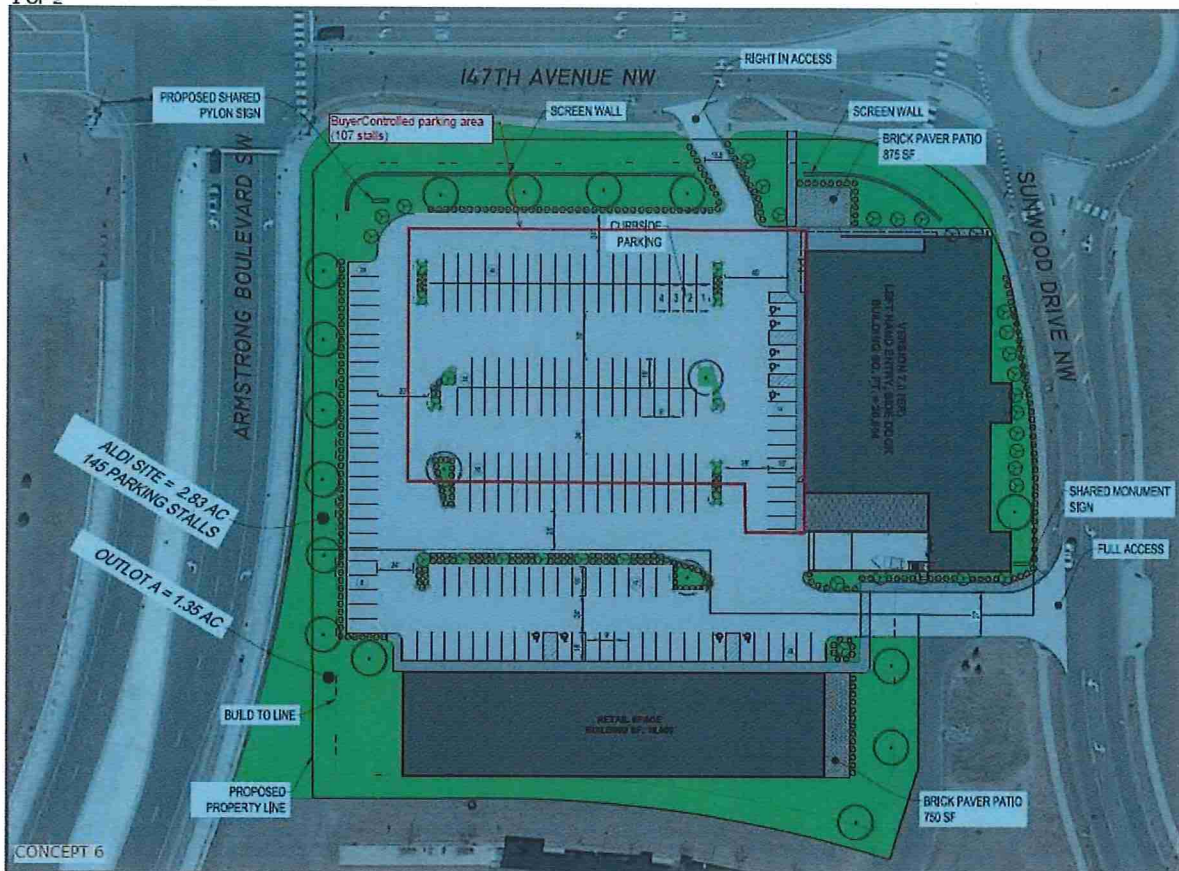
Andrew Mack  
Director of Real Estate  
Aldi Inc. (Minnesota)

Agreed and accepted this 9<sup>th</sup> day of September, 2022;

By:   
Brian Hagen, City Administrator

EXHIBIT "A"  
SITE PLAN

1 OF 2



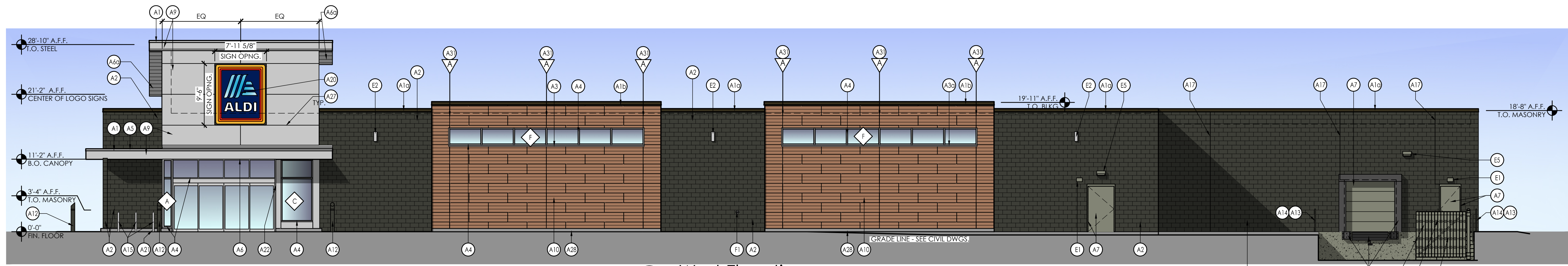


above for the purposes of USE RESTRICTIONS

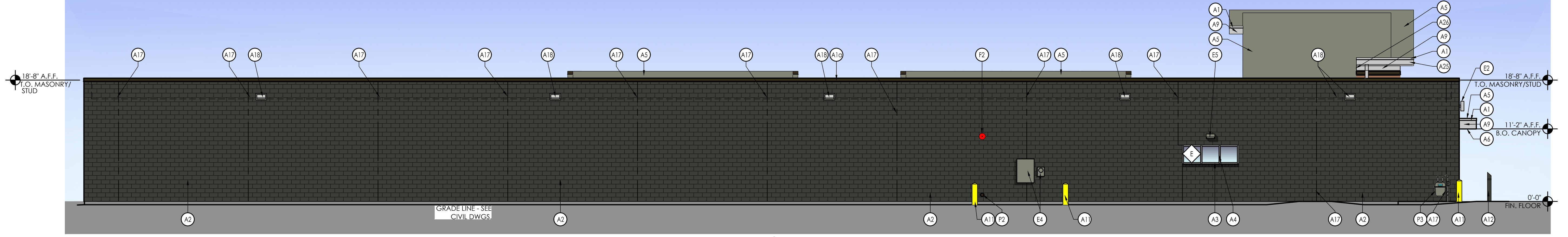
EXHIBIT "B"  
USE RESTRICTIONS

- (a) a Retail Grocery Store. The term "Retail Grocery Store" means a supermarket, a meat market, a grocery store, a fruit and vegetable store or stand, a frozen or otherwise processed food store, and any other store where more than 1,500 square feet (including adjacent aisle space) is used for the sale or display of grocery items. "Retail Grocery Store" shall also include the operation of a grocery pick-up service (e.g. Clicklist, Curbside Pickup or similar service) anywhere within the Center, whether or not the premises from which the service is offered is also used for the sale and display of grocery items. "Retail Grocery Store" does not include a delicatessen or any restaurant wherein prepared food is sold for on-premises or "take-out" consumption;
  - (b) a business selling alcoholic beverages for on-premises consumption except for a restaurant with sit down table service as its primary operation in which the sale of alcoholic beverages does not exceed 50% of its gross sales; (Exception for Tap Room, Brewery or Brew Pub)
  - (c) any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance (provided that the foregoing is not intended and shall not be construed to prohibit a drug store); any store or operation where the sale of cannabis (including marijuana) or cannabis derivatives and related products exceeds 50% of such store or operation's gross sales;
  - (d) adult book store, an establishment selling or exhibiting pornographic materials (provided that this restriction shall not prohibit sales by national book retailers such as Barnes and Noble) or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility, or a national massage chain such as Massage Envy);
  - (e) a pool, billiard hall, arcade;
  - (f) night club or dance club;
  - (g) movie theater or cinema;
  - (h) gym or health club greater than 5,000 square feet;
  - (i) school or learning center having more than thirty students at any one time,
  - (j) children's play or party center; trampoline center; laser tag operation; skating rink; bowling alley; race track; go-karting track;
  - (k) telemarketing; polling and surveying center; office use (other than office uses within and ancillary to a permitted retail use);
  - (l) an abortion clinic; Planned Parenthood;
-

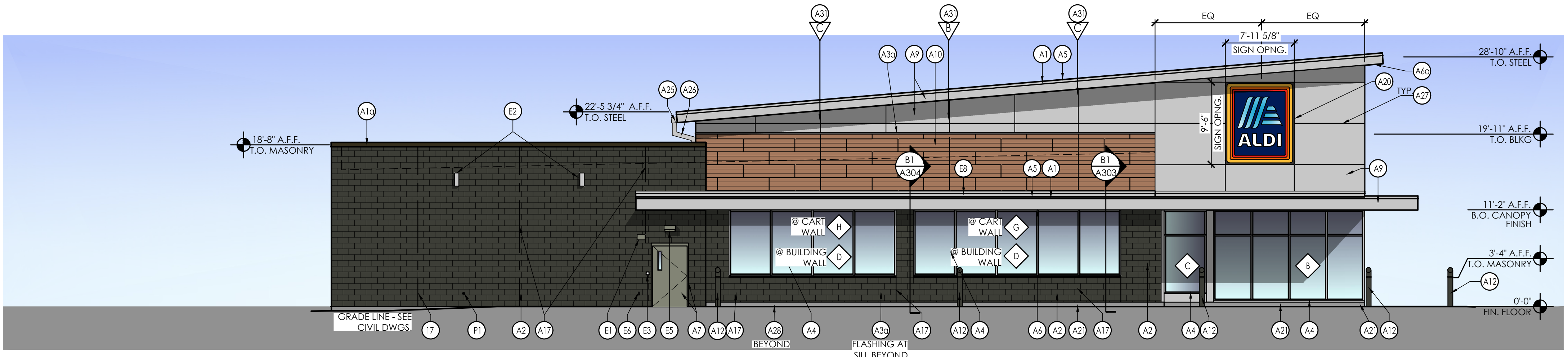
- (n) an auto repair shop (provided, however, a retail auto supply store that does not perform repairs shall be permitted); the sale of used automobiles;
  - (o) a mobile home park; trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance); mobile home sales; living quarters; hotel; apartment building;
  - (p) off-track betting establishment, bingo parlor or any gambling use (other than the ancillary operations of state sponsored lottery);
  - (q) a use or operation which would emit or produce noxious or harmful, fumes, contaminants, gases, excessive dust, dirt or loud noises
  - (r) dry cleaner/laundry operation performing cleaning on-site, except for environmentally safe cleaning;
  - (s) a public or private nuisance
  - (t) an assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;
  - (u) a junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage or refuse;
  - (v) a gun/firearms shop or gun/firearms range;
  - (w) a pawn shop, tattoo parlor or flea market;
  - (x) a thrift store, consignment shop or "re-sell" shop, a "Good Will" or "Salvation Army" type store, or any "drop box" or similar collection facility for donated goods;
  - (y) a store dedicated to the sale of tobacco products;
  - (z) a mortuary or funeral home;
  - (aa) a church or other place of worship; banquet hall; auditorium or meeting hall;
  - (bb) the outdoor display, sale or storage of merchandise in parking area (Christmas trees, pumpkins, produce, flowers, art work, fireworks, novelties, clothing, etc.); and/or
  - (cc) carnival, amusement park, car show, festival, political event/rally, circus or other similar public event.
-



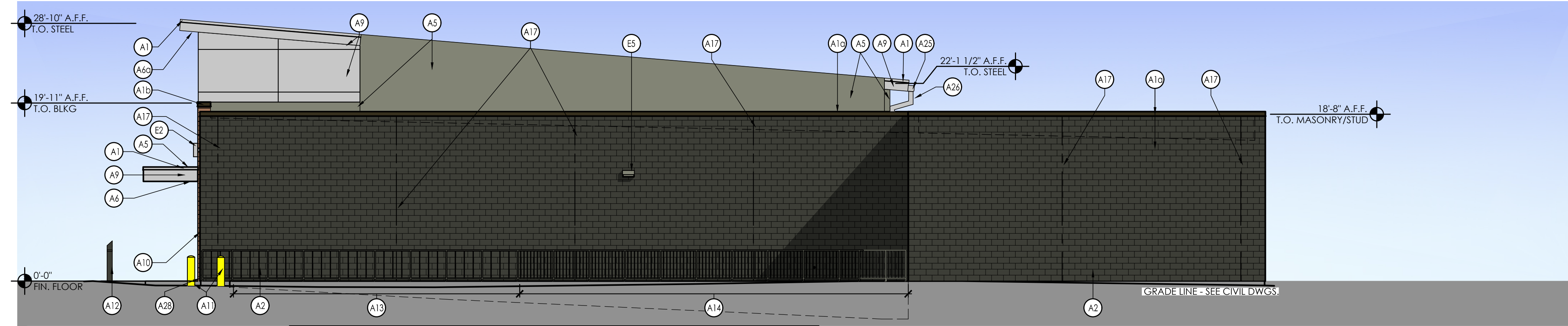
4 West Elevation  
SCALE: 1/8" = 1'-0"



3 East Elevation  
SCALE: 1/8" = 1'-0"



2 North Elevation  
SCALE: 1/8" = 1'-0"



1 South Elevation  
SCALE: 1/8" = 1'-0"

SIGNAGE			
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTALS
TOWER SIGN	2	74.9	149.8
TOTAL SIGNAGE			149.8
SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL			

Issued:	Date:
A Issued for Use Client Review	07/25/22
B	
C	
D	
E	

Revisions:	Date:
1	
2	
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9	

Seal \_\_\_\_\_ Seal \_\_\_\_\_  
PROJECT ARCHITECT/ENGINEER DATE \_\_\_\_\_

PROJECT LEAD \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT DESIGNER \_\_\_\_\_ DATE \_\_\_\_\_

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APD Engineering & Architecture  
11111 1st Ave S  
Minnetonka, MN 55345  
(952) 333-9469  
(952) 333-9475 Fax

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(507) 333-9469  
(507) 333-9475 Fax

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Anoka County  
Project Name & Location:

Exterior Elevations  
Drawing Name: \_\_\_\_\_

Date: 07/22/22 Project No. 22-0395A

Type: RHSV7ER

Drawn By: CB CEE-1

Scale: As Noted Drawing No. \_\_\_\_\_

PLOTTED: 7/26/2022 5:10 PM

**Meeting Date:** 02/09/2023

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

**By:** Sean Sullivan, Community Development

---

**Title:**

Receive Draft West Armstrong Area Street Reconstruction Feasibility Report

**Purpose/Background:**

The purpose of this case is to:

- 1) Receive Draft West Armstrong Redevelopment Area Street Reconstruction Report
- 2) Provide comments / suggestions /recommendations to City Council

Background:

**The Proposed West Armstrong Street and Infrastructure Project**

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

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

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

The City Council directed staff to bring forth a proposal to obtain design and costs to reconstruct and design roadways and to install City utilities. Staff obtained authorization to move forward with the proposal through Resolution #21-349 adopted by the City Council on December 14, 2021.

**Draft West Armstrong Area Street Reconstruction Feasibility Report**

Bolton and Menk has completed the Draft West Armstrong Area Street Reconstruction Feasibility Report. The cost to complete the project is estimated to be \$1,827,159.66 (including 10% contingency)

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

Industrial development and demand remains strong in the City of Ramsey. Recent in-fill Development (65,000 SF - Anderson Dahlen - AEC Energy Park) and developments in Bunker Lake Industrial Park (Oppidan - 405,000 SF and BLIP 4 - 67,000 SF). PSD LLC is considering the construction of 84,000 SF industrial warehouse building in Bunker Lake Industrial Park in 2023 which will reduce the available industrial land with City Sewer and Water to approximately 10

**acres. ARAA has submitted a site plan to construct a Sports Dome on the SW corner of the industrial guided site**

**Notification:**

Notification is not required.

**Observations/Alternatives:**

Observations:

The Draft West Armstrong Street Reconstruction Feasibility Report outlines the cost and timeline to reconstruct 146th Avenue NW, 147th Avenue NW, Ferret Street NW (and extension to Bunker Lake Boulevard NW) and install City Sewer, Water and Storm Sewer to serve the area. The cost to construct the improvements and land acquisition required for Right of Way (ROW) is estimated to be \$1,827,159. This project will open up 26 acres for the ARAA Sports Dome Project development and additional Industrial West of Ferret Street. It will also create access and frontage for about 10 acres of property zoned COR / Retail east of Ferret Street. The study outlines a project timeline that allows for 2023 construction commencing in July and completion at the end of September 2023. There are a few potential funding sources for the project but the Study shows a model based on special assessments and other specific City Funds.

Staff is looking for comments/recommendation in support or against the proposed project and suggestions as to how the project could be funded to be provided to the City Council. Items to be considered include:

Project Timing

Support for ARAA Sports Dome project

Support for identified funding sources

Suggestions for alternative funding sources

Support for Special Assessments for benefited properties

Other comments

**Alternatives:**

- 1) EDA recommend that the City Council identify a viable funding source and move forward with construction of the West Armstrong Street Reconstruction Project in 2023
- 2) Something else

**Funding Source:**

The Draft West Armstrong Street Reconstruction Feasibility Study identifies the following funding structure for the project:

1. Special Assessments for properties receiving benefit for the project
2. 5-year Street Reconstruction and Overlay Program bonds for city portion of road and sidewalk reconstruction.
3. Water and Stormwater Utility Funds for all utility improvements.

There are other funds that could potentially be used to offset City costs for the project. They include:

1. PIR Fund
2. EDA Fund Balance
3. Anoka County HRA (Housing and Redevelopment Authority) Fund
4. TIF 14 (Tax Increment Financing) (expenses incurred prior to November 28, 2023)

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

**Recommendation:**

Motion to recommend that the City Council identify a viable funding source and move forward with construction of the West Armstrong Street Reconstruction Project in 2023

**Action:**

Motion to recommend that the City Council identify a viable funding source and move forward with construction of the West Armstrong Street Reconstruction Project in 2023

---

---

**Attachments**

Site Location Map

Draft West Armstrong Street Reconstruction Report

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**Form Review**

**Inbox**

Sean Sullivan (Originator)

Brian Hagen

Form Started By: Sean Sullivan

Final Approval Date: 02/03/2023

**Reviewed By**

Sean Sullivan

Brian Hagen

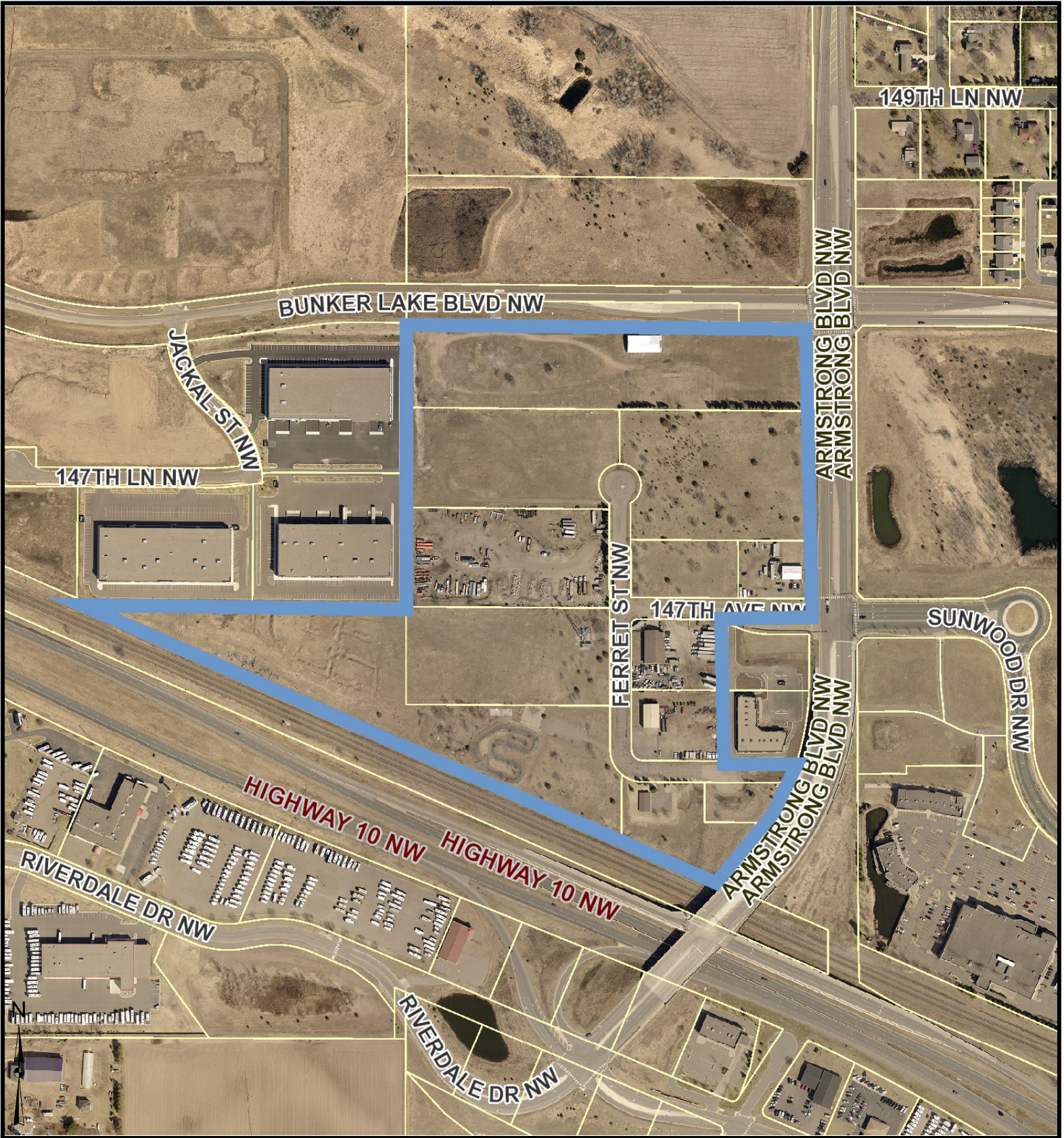
**Date**

02/02/2023 08:24 PM

02/03/2023 02:32 PM

Started On: 02/02/2023 09:46 AM

# West Armstrong Redevelopment Area



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

**Owner Information:**



Plat:

Sean Sullivan

1:4,800

Date: 3/29/2021

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

# FEASIBILITY REPORT UPDATE

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## WEST ARMSTRONG AREA STREET RECONSTRUCTION

CITY IMPROVEMENT PROJECT NO. 18-02



**February 2, 2023**

**Prepared By:**

**City of Ramsey  
Engineering Department  
7550 Sunwood Drive NW  
Ramsey, MN 55303  
763-433-9839  
763-433-9848 (Fax)**

**Bolton & Menk, Inc.  
7533 Sunwood Drive NW, Suite 206  
Ramsey, MN 55303-5119  
763-433-2851**



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

February 2, 2023

Bruce Westby  
City Engineer / Public Works Director  
City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

Re: Feasibility Report Update- City of Ramsey Improvement Project #18-02  
West Armstrong Area Ramsey Street Reconstruction

Dear Mr. Westby,

Transmitted herewith is an Updated Feasibility Report for the proposed West Armstrong Area Reconstruction, previously titled: "HY-10." The project includes 146<sup>th</sup> Avenue from Ferret Street to its termini cul-de-sac, 147<sup>th</sup> Avenue from Ferret Street to 380 feet west of Armstrong Boulevard, and Ferret Street from 146<sup>th</sup> Avenue to Bunker Lake Boulevard. The report examines the feasibility of reconstructing the bituminous street section and completing other appurtenant improvements.

This Feasibility Report examines the scope of the proposed improvements, explores estimated costs and available funding sources, defines a preliminary project schedule, and determines the necessity, feasibility, and general cost-effectiveness of the proposed improvements, including any alternate designs, as well as whether the improvements would best be completed separately or in conjunction with another project.

I would be happy to discuss this report with you at your convenience. Please feel free to contact me at 651-968-7760 or [kevin.kielb@bolton-menk.com](mailto:kevin.kielb@bolton-menk.com) with any questions.

Sincerely,

**Bolton & Menk, Inc.**

**Kevin P. Kielb, P.E.**  
Principal Engineer

Enclosure

## CERTIFICATION

---

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



---

Kevin Kielb, PE

Date: February 2, 2022

License No. 23211

I hereby certify that this plan, specification or report was reviewed for Quality Control and Quality Assurance purposes and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

---

Bruce Westby, PE

Date:

License No. 40116

**TITLE SHEET  
LETTER OF TRANSMITTAL  
CERTIFICATION SHEET  
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Figure 1 – Proposed Improvements

Figure 2 – Typical Section

Project Site Pictures

## **Appendix B**

Opinion of Probable Costs

Preliminary Assessment Map

Property Acquisition

## **Appendix C**

Ground Penetrating Radar Summary

## **Appendix D**

Revised West Armstrong Area Traffic Analysis Memorandum

Report of Geotechnical Exploration

## 1. EXECUTIVE SUMMARY

City Improvement Project No. 18-02 proposes to reconstruct streets within the West Armstrong Area. The West Armstrong Area is bordered on the north by Bunker Lake Boulevard, on the south by TH 10, on the east by Armstrong Boulevard, and on the west by the employment district. Project area includes 146<sup>th</sup> Avenue, 147<sup>th</sup> Avenue, and Ferret Street. The streets total approximately 2,025 linear feet (0.39 miles) in length.

The proposed improvements include full reconstruction of roadways, utility extensions, boulevard sidewalk, and stormwater management improvements of public right-of-way runoff only. Additionally, the Anoka Ramsey Athletic Association (ARAA) has been developing plans on their property to construct a sports recreation facility. The resulting larger traffic projections warrant further analyses. Maps showing the location and scope of the proposed improvements are included as *Figure 1* in *Appendix A*.

Initially, On July 11, 2017, the City Council adopted Resolution #17-07-170 authorizing the preparation of a Feasibility Report for the reconstruction of HY-10 Ramsey. These streets were originally included in the City's CIP as proposed 2015 overlay improvements. However, the overlay work was delayed when construction of the Highway 10 & Armstrong Boulevard Interchange was funded. Following completion of the Interchange, the pavement was re-evaluated, and Staff determined it would be best to reconstruct these streets in the future. This project is now listed in the current 10-year CIP as a total reconstruction.

On December 14, 2021, the City Council adopted Resolution #21-349 authorizing the engineering services and preparation of this Feasibility Report Update, retitled "West Armstrong Redevelopment Area." Much of the information contained in this Update has been carried forward from the previously authorized and completed feasibility report.

Upon ordering the Feasibility Report Update, the City Council directed Staff to review the existing street alignments and explore whether the streets should be reconstructed in the same locations, or whether it might make sense to realign or extend one or more of the streets to better serve existing properties and/or to connect to the new Bunker Lake Industrial Park.

The engineer's opinion of probable construction costs including streets, drainage, public sewer and water utilities, and property acquisition is **\$1,827,159.66**. A summary of the engineer's opinion of probable costs is included in *Appendix B*.

The project funding mechanisms are yet to be determined by City Staff. A combination of special assessments to benefitting properties, street reconstruction bond proceeds, and stormwater utility funds are possible. Sewer and Water Utility Funds would be used to pay for any public utility improvements.

Eleven (11) parcels have been identified as receiving special benefit from the improvements. Five of the parcels have permanent structures, and the other five are undeveloped. Additionally, to extend Ferret Street north to Bunker Lake Boulevard, roadway right-of-way and drainage and utility easements would be required. These parcels are identified in the preliminary Assessment Map, Property Acquisition Maps, and Preliminary Assessment Roll, which is attached in *Appendix C*.

If City Staff concludes special assessments will be utilized for these commercial applications, preliminary assessment roles will be prepared at that time. The Assessment Hearing, if applicable, is proposed for November 14, 2023. If the report verifies the assessment rate as proposed is justified, Staff will propose to adopt the final assessment roll using the rate as preliminarily proposed.

## **2. INTRODUCTION**

### **2.1 Authorization**

The preparation of this report update was authorized by the Ramsey City Council on December 14, 2021. This project has been designated as City Improvement Project No. 18-02

### **2.2 Pavement Maintenance Program Update**

Recent redevelopment discussions with adjacent property owners have resulted in a desire to reconstruct the pavements to account for projected traffic increases. Furthermore, as presented in the original feasibility study, the existing pavements have surpassed its useful life.

The City's pavement evaluation process involves a visual evaluation of each street's pavement surface based on the type, extent and severity of each pavement distress observed. Numerous types of pavement distresses may exist within a pavement section including, but not limited to, alligator cracking, block cracking, longitudinal cracking, transverse cracking, rutting, raveling, shoving, potholes and patches. This field data is then used to rate the pavement condition.

City staff evaluates and rates the condition of pavement sections on all City streets on an annual basis using the Pavement Surface Evaluation and Rating (PASER) system. In the summer of 2017, the pavement section of the above referenced street segments was rated with a PASER rating of 2 which indicates these streets require complete reconstruction. City staff patch the streets at least once per year, particularly before winter so the street can be plowed without further damaging the pavement in the process. Pictures of the street are located in *Appendix A*.

In the summer of 2017, City staff evaluated and rated the condition of the pavement along the West Armstrong Area Street segments. A PASER rating of 2 was determined for 147<sup>th</sup> Avenue and Ferret Street. A PASER rating of 7 was determined for 146<sup>th</sup> Avenue, however, as previously noted a portion of this street segment was reconstructed with a temporary bituminous pavement section as part of the Armstrong Interchange project.

### **2.3 Scope**

City of Ramsey Improvement Project 18-02 proposes to reconstruct the existing bituminous pavements, extend Ferret Street north to Bunker Lake Boulevard, install public utility infrastructure for future development, and complete other appurtenant work on 146<sup>th</sup> Avenue from Ferret Street to its termini cul-de-sac, 147<sup>th</sup> Avenue from 380 feet west of Armstrong Boulevard to Ferret Street, and Ferret Street from 146<sup>th</sup> Avenue to Bunker Lake Boulevard which totals approximately 2,000 feet (0.38 miles) in length. A map showing the location and scope of the proposed improvements options is included as *Figure 1* in *Appendix A*.

### **3. EXISTING CONDITIONS**

#### **3.1 Existing Pavement and Soil Conditions**

All streets proposed to be improved were constructed in 1988 with bituminous pavement, class 5 aggregate base, bituminous curb, and bituminous curb cuts for storm runoff. However, during the Highway 10/Armstrong Interchange project the west end of 146<sup>th</sup> Avenue was reconstructed and a temporary cul-de-sac was constructed. The streets were constructed to a width of 40-feet from face-of-curb to face-of-curb. The streets are generally centered within a 66-foot wide right-of-way.

The only pavement maintenance treatments applied to the street segments included crack sealing and seal coating in 1994 and 2001. Spot patching has been performed on an as-needed basis, and has been a yearly treatment recently. In 2017, Staff observed a PASER rating of 2 on 147<sup>th</sup> Avenue and Ferret Street, and a PASER rating of 7 on 146<sup>th</sup> Avenue.

In June 2018 traffic counts were taken on 147<sup>th</sup> Avenue, a traffic volume of 147 average annual daily traffic (AADT) was recorded. Ferret Street and 146<sup>th</sup> Avenue would be expected to have similar traffic volumes. The only access to these street segments is Armstrong Boulevard. Five of the parcels have active uses. The speed limit is 30 mph for these street segments.

Standard penetration test borings were performed by American Engineering Testing (AET) in 2022. AET's Report of Geotechnical Exploration is attached in *Appendix D*. Standard penetration test borings were performed by American Engineering Testing (AET) in 2021. 2.5 to 2.75 inches of bituminous pavement with 8 inches of apparent gravel base was encountered with silty sand and sand with silt layers encountered to depths of approximately 2 to four feet beneath existing grade. The sands with silt from 2 to 4 feet below grade were classified as "Course Alluvium or Fill." Groundwater was encountered at a depth of 10 feet in one of the borings.

Previously, in 2017, Braun Intertec was employed to complete a ground penetrating radar (GPR) analysis for the project area, which included driving a GPR equipped vehicle throughout all street segments within the project area. A summary table and charts of the GPR Analysis are attached in *Appendix C*. The GPR data determined an average bituminous pavement thickness of 2.9 inches, and an average aggregate base thickness of 9.7 inches. The average street pavement and base section thickness is therefore 12.6 inches, with a minimum section of 7.5 inches located on 147<sup>th</sup> Avenue, 160 feet east of Ferret Street.

#### **3.2 Watermain**

Watermain was installed along 147<sup>th</sup> Avenue up to the beginning of the proposed improvements in 2012 as part of the Sunwood Drive re-alignment project. The existing watermain is believed to be in good condition and no repairs are anticipated to be required as part of this project. However, Staff plans to leak test the watermain during development of plans and specifications.

#### **3.3 Sanitary Sewer**

Sanitary sewer was installed under Armstrong Boulevard in City-owned right-of-way east of the 146<sup>th</sup> Avenue temporary cul-de-sac as part of the Armstrong Boulevard Interchange project in

2015. The existing sanitary sewer is believed to be in good condition and no repairs are anticipated to be required as part of this project. However, staff plans to televise the sewer during development of plans and specifications.

### **3.4 Storm Sewer/Drainage**

Storm sewer was installed along 147<sup>th</sup> Avenue up to the beginning of the proposed improvements in 2012 as part of the Sunwood Drive re-alignment project. Currently storm water runoff drains off the two existing cul-de-sacs to low areas. This storm sewer is believed to be in good condition and no repairs are anticipated to be required as part of this project. However, staff plans to televise the sewer during development of plans and specifications.

### **3.5 Streets**

#### ***3.5.1 Existing Typical Sections***

The width of 146<sup>th</sup> Avenue, 147<sup>th</sup> Avenue, and Ferret Street is 40-feet from face-of-curb to face-of-curb. The cul-de-sac on Ferret Street has a 50-foot radius to the back of curb. The streets are generally centered within a 66-foot wide City-owned right-of-way, with a 130-foot wide diameter right-of-way around the cul-de-sac on Ferret Street.

#### ***3.5.2 Maintenance History***

The West Armstrong area roadways were originally constructed in 1988. 146<sup>th</sup> Avenue, 147<sup>th</sup> Avenue, and Ferret Street received crack seal and seal coat in 1994 and 2001. The street segments have regularly received spot patching on an as-needed basis.

### **3.6 Land Use**

The parcels within the construction area are zoned as COR.

## **4. PROPOSED IMPROVEMENTS**

### **4.1 Street and Stormwater Improvements**

#### ***4.1.1 Street Improvements***

146<sup>th</sup> Avenue, 147<sup>th</sup> Avenue and Ferret Street are proposed to be reconstructed with bituminous pavement and concrete curb and gutter.

The proposed surface improvements are shown on *Figure 1 in Appendix A*.

#### ***Street Design:***

146<sup>th</sup> Avenue, 147<sup>th</sup> Avenue, and Ferret Street are currently urban commercial streets with bituminous curb and pavement, 40 feet wide from face-of-curb to face-of-curb. The proposed cul-de-sac is 100-feet in diameter from back-of-curb to back-of-curb. Existing and proposed traffic counts are low for typical commercial streets.

All street segments are proposed to be reconstructed at their current width. A typical section for the proposed pavement reconstruction improvements is shown in *Figure 2* in *Appendix A*.

This Feasibility Report proposes to reconstruct the existing bituminous pavement section using the Full Depth Reclamation (FDR) process. This process generally involves reclaiming the entire existing bituminous pavement section, along with the underlying aggregate base material. The reclaim material will then be salvaged and stockpiled to install the proposed public utilities. Four and one-half inches of bituminous pavement is proposed to be placed on top of a minimum of 8 inches of aggregate base/reclaim material. This pavement section generally meets the City of Ramsey's standard pavement design for commercial/employment district streets. The proposed improvements should have a service life of at least 30-years, assuming maintenance such as overlays, crack sealing and seal coating is routinely performed.

#### ***4.1.2 Storm Sewer Improvements***

Storm sewer is proposed to be added for street drainage with catch basins being added to convey water off the road and into a proposed ponding and drainage ditches as shown on *Figures 1* in *Appendix A*.

#### ***4.1.3 Other Considerations***

##### *Driveways:*

Existing driveway aprons may need to be reconstructed to varying degrees. The limits of construction will vary with each driveway apron based on the elevation of the street abutting the driveway and the driveway pavement type. During design, Staff will evaluate the construction limits for each driveway and will incorporate this into the plans, but as with all street reconstruction projects, the exact limits of construction will be determined in the field during construction. None are anticipated, but right-of-entry forms will be obtained from private property owners where work is required outside city rights-of-way and easements.

##### *Irrigation Systems:*

Developed properties along the project corridor may have private irrigation systems. Staff will notify property owners of pending construction as far in advance as practical to allow them time to relocate their irrigation systems before construction begins.

##### *Parking Restrictions:*

Parking is currently provided along both sides of the streets and is not currently restricted except for overnight parking per City code. During project construction, parking will be restricted during allowable working hours.

##### *Pavement Coring:*

Existing pavement thicknesses have been found to be inconsistent throughout the City. It is now standard practice to have City Staff on-site during pavement installation to ensure the proper quantities are being placed. As further conformation, Staff is proposing to collect GPR data or to have pavement cores taken at the conclusion of all reconstruction

projects. This is already a requirement on all State Aid projects and will leave more data on the pavement section for future street maintenance projects.

#### **4.2 Stormwater Treatment**

The extension of Ferret Street from the north termini cul-de-sac to Bunker Lake Boulevard results in an impervious area increase of 0.4 acres. Also, the existing storm sewer on 147<sup>th</sup> Avenue drains to existing ponds east of Armstrong Boulevard and north of Sunwood Drive. They were not designed to receive any runoff west of Armstrong Boulevard. Consequently, stormwater retention and/or treatment improvements will be required with this project to reduce the rate at which runoff leaves the site or infiltrates.

#### **4.3 Water Main Improvements**

Watermain is proposed to be extended on Ferret Street from Bunker Lake Boulevard to 146<sup>th</sup> Street. Watermain is also proposed to be extended from mid-block 147<sup>th</sup> Avenue to Ferret Street. Adding this segment on 147<sup>th</sup> Avenue will loop together the watermain in this area and provide service for future development.

#### **4.4 Sanitary Sewer Improvements**

Sanitary Sewer is proposed to be extended on Ferret Street from Bunker Lake Boulevard to 146<sup>th</sup> Avenue NW. Adding this segment on Ferret Street will provide service for future development.

#### **4.6 Private Utilities**

Staff has not yet met with the telephone, gas, power and cable utilities regarding this project. During preparation of plans and specifications, Staff will meet with the private utility companies to discuss the proposed improvements as noted in the project schedule within this report. The alignment and footprint of the streets will be considered to minimize impacts to private utilities. Impacts to private utilities area anticipated with this project.

Should any utility company indicate they wish to upgrade, replace and/or otherwise modify their services during this project, any such upgrades, replacements and/or modifications will be at the sole discretion and cost of the utility company.

#### **4.7 Traffic Analysis**

Based upon the potential traffic changes associated with the redevelopment of the West Armstrong Area, more comprehensive traffic analyses are recommended to be completed at the following locations:

- Bunker Lake Boulevard/Armstrong Boulevard,
- Bunker Lake Boulevard/Ferret Street, and
- Armstrong Boulevard/147<sup>th</sup> Street.

Initially, a Bunker Lake Boulevard westbound left turn lane and Ferret Street northbound designated left turn lane and right turn lanes are all warranted. The current land use zoned “COR” allows for flexibility. If the west Armstrong Area evolves to more commercial orientated uses with the addition of the ARAA facility and others, additional analysis is warranted to better understand the impacts. A detailed traffic analysis memorandum is included in *Appendix D*.

#### **4.8 Permits**

Permits that are anticipated to be required as part of the proposed improvements include:

- Minnesota Pollution Control Agency (MPCA): Sanitary Sewer Extension
- Minnesota Department of Health (MDH): Watermain Extension
- MPCA General Stormwater Permit: Grading and Storm Water
- Lower Rum River Watershed Management Organization (LRRWMO) Grading and Storm Water

#### **4.9 Right-of-Ways/Easements**

It is anticipated that the City will need to acquire additional permanent right-of-way, easements, and/or entire parcels for this project. Costs for right-of-way or easement acquisitions are included in the probable project costs in Appendix B. Property values are based on conversations with property owners and county-assessed values. Actual appraisals will need to be performed to determine final property values.

City Staff will work with private property owners as needed to obtain any required right of entries.

### **5. FINANCING**

#### **5.1 Opinion of Cost**

A detailed opinion of probable costs for the proposed improvements can be found in *Appendix B* of this report. The opinion of probable costs incorporates anticipated 2023 construction costs for the proposed improvements with 10-percent contingency costs and projected property acquisition costs.

#### **5.2 Funding**

##### *5.2.1 Assessments*

If City Staff recommend the use of special assessments, the City's adopted Special Assessments Policy allows special assessments to be levied against all benefitting properties in an amount not to exceed 25% of eligible street reconstruction costs. Eligible costs include costs required to reconstruct the street at its current width, and to reconstruct the pavement without increasing its structural capacity. Benefitting properties are defined as any developable parcel that has, or has the ability to create, one or more direct accesses onto the segment of 146<sup>th</sup> Avenue, 147<sup>th</sup> Avenue or Ferret Street being reconstructed.

State Statute and the City Charter do not allow for assessments to exceed benefit to the property. Therefore, Staff would want to ensure all assessments applied with this project would not exceed the benefit to assessed properties. Therefore, if special assessments are utilized, Staff recommends ordering a benefit appraisal consultation report for this project in accordance with the City's Special Assessments Policy at the time a construction contract is awarded.

### 5.2.2 City Contribution

The City contribution to the project would include all funding in excess of the amount collected through special assessments to benefiting properties. No funds have been budgeted for this project. The City’s share of eligible project costs related to surface (street) improvements is proposed to come from the previously encumbered 5-year Street Reconstruction and Overlay Program bonds. Water and Stormwater Utility Funds are proposed to pay for all utility improvements.

## 6. PROJECT SCHEDULE

The proposed project schedule is as follows:

Council Orders Feasibility Report Update.....	December 14, 2021
Council Reviews Feasibility Report/Orders Public Informational Meeting..	February 28, 2023
Staff Conducts Public Information Meeting.....	January 26, 2023
Council Accepts Feasibility Report/Orders Public Hearing .....	March 14, 2023
Council Conducts Public Hearing.....	March 28, 2023
Staff Conducts Private Utility Coordination Meeting .....	March 2023
Staff Finalizes Property Acquisition.....	March 2023
Council Approves Plans and Specifications / Authorizes Ad for Bids.....	April 25, 2023
Final Plat approved .....	April 2023
Staff Receives Bids.....	June 1, 2023
Council Awards Contract.....	June 13, 2023
Contractor Begins Construction.....	July 2023
Contractor Completes Construction.....	September 29, 2023
Council Orders Assessment Hearing (if applicable).....	October 10, 2023
Council Conducts Assessment Hearing (if applicable) .....	November 14, 2023

## 7. CONCLUSIONS AND RECOMMENDATIONS

City of Ramsey Improvement Project No. 18-02 proposes to reconstruct the bituminous pavement section, to remove the existing bituminous curb and replace it with a combination of B618 concrete curb and gutter and bituminous curb, and to complete miscellaneous appurtenant work on the following street segments within the West Armstrong Area commercial subdivision:

1. 146<sup>th</sup> Avenue (approx. 230 linear feet) – Ferret Street to bulb of east cul-de-sac.
2. 147<sup>th</sup> Avenue (approx. 190 linear feet) – Ferret Street to 180 feet west of Armstrong Boulevard.
3. Ferret Street (approx. 1500 linear feet) – 146<sup>th</sup> Avenue to Bunker Lake Boulevard

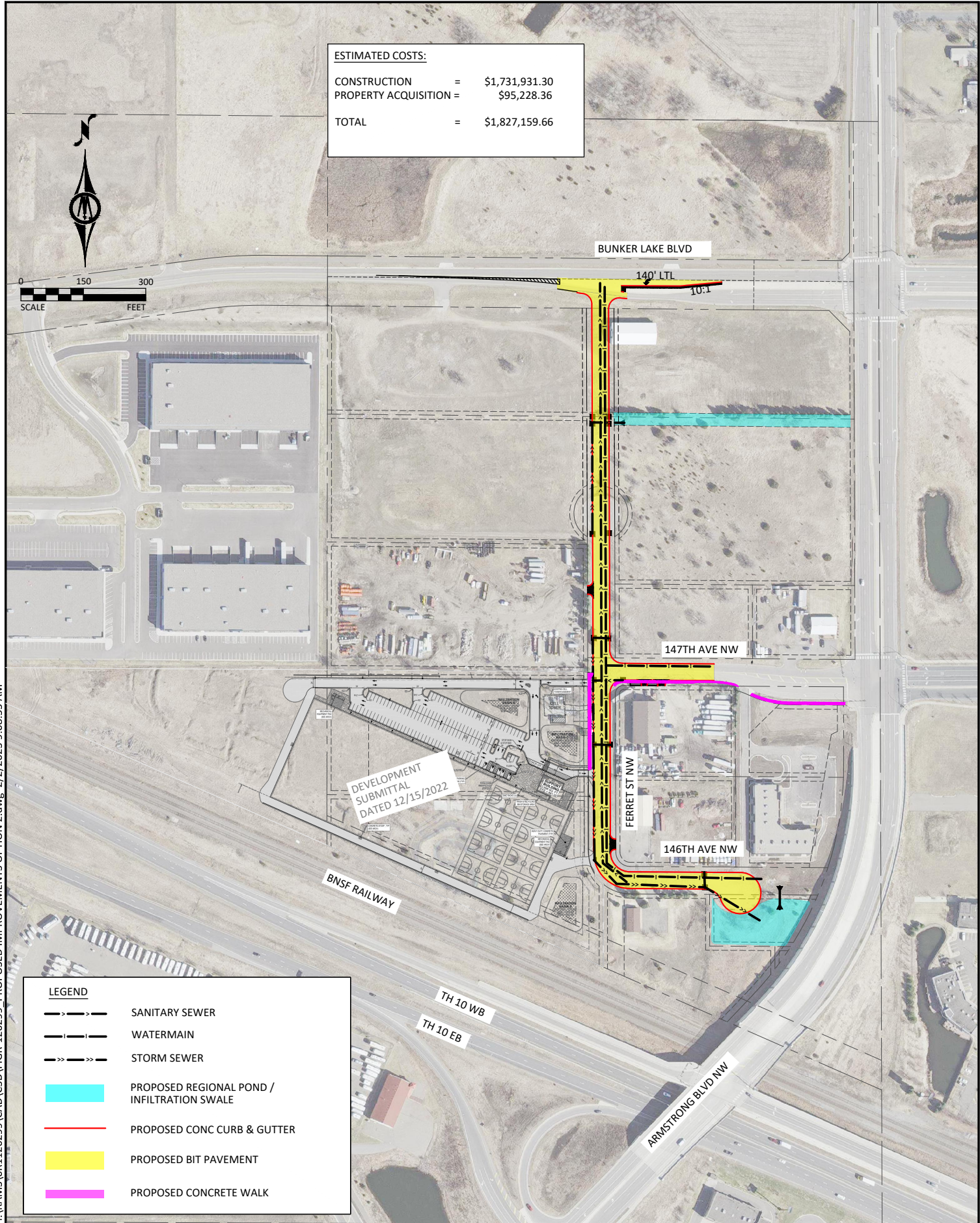
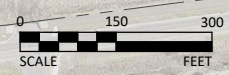
It is the recommendation of City staff that City Project No. 18-02 is feasible, necessary, and cost-effective from an engineering standpoint, and this project would best be constructed as a stand-alone project as proposed herein.

## **APPENDIX A**

**Figure 1 – Proposed Improvements**  
**Figure 2 – Typical Section**  
**Project Site Pictures**

**ESTIMATED COSTS:**

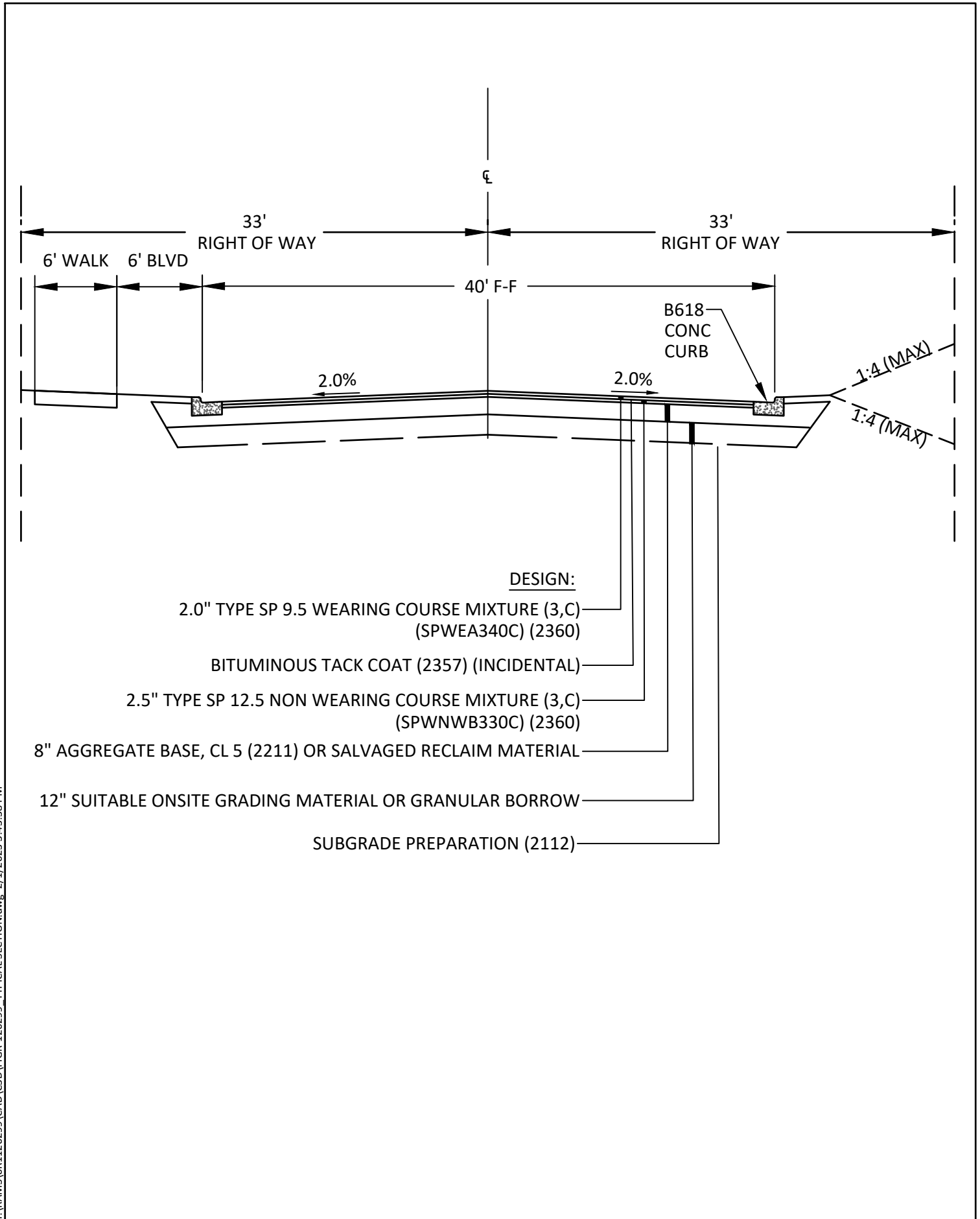
CONSTRUCTION	=	\$1,731,931.30
PROPERTY ACQUISITION	=	\$95,228.36
<b>TOTAL</b>	<b>=</b>	<b>\$1,827,159.66</b>



**LEGEND**

	SANITARY SEWER
	WATERMAIN
	STORM SEWER
	PROPOSED REGIONAL POND / INFILTRATION SWALE
	PROPOSED CONC CURB & GUTTER
	PROPOSED BIT PAVEMENT
	PROPOSED CONCRETE WALK

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## **PROJECT SITE PICTURES**



**1: 146<sup>th</sup> Avenue from Ferret Street**



**2: Ferret Street from 146<sup>th</sup> Avenue**



3: Ferret Street from north cul-de-sac



4: 147<sup>th</sup> Avenue from Ferret Street

## **APPENDIX B**

**Opinion of Probable Costs  
Preliminary Assessment Map  
Property Acquisition  
Preliminary Assessment Roll**

**PRELIMINARY ENGINEER'S ESTIMATE**

WEST ARMSTRONG REDEVELOPMENT  
CITY PROJECT NO. 18-02  
CITY OF RAMISEY, MIN  
BMI PROJECT NO. OR1-126299



Date: 2/1/2023

ENGINEER'S ESTIMATE										ROADWAY		STORM SEWER		SANITARY SEWER		WATERMAIN	
ITEM NO.	MndOT SPEC NO.	ITEM	NOTES	TOTAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	2021.501	MOBILIZATION		1	LUMP SUM	\$80,000.00	\$80,000.00	0.50	\$40,000.00	0.16	\$12,800.00	0.09	\$7,200.00	0.25	\$20,000.00		
2	2101.502	CLEARING		13	EACH	\$500.00	\$6,500.00	13	\$6,500.00								
3	2101.502	GRUBBING		13	EACH	\$200.00	\$2,600.00	13	\$2,600.00								
4	2101.505	CLEARING		0.25	ACRE	\$8,000.00	\$2,000.00	0.25	\$2,000.00								
5	2101.505	GRUBBING		0.25	ACRE	\$6,000.00	\$1,500.00	0.25	\$1,500.00								
6	2102.503	PAVEMENT MARKING REMOVAL		1,090	LIN FT	\$1.50	\$1,635.00	1090	\$1,635.00								
7	2104.502	REMOVE MAIL BOX & SUPPORT		1	EACH	\$100.00	\$100.00	1	\$100.00								
8	2104.502	REMOVE CASTING ASSEMBLY		1	EACH	\$400.00	\$400.00			1	\$400.00						
9	2104.502	SALVAGE CATCH BASIN		1	EACH	\$1,000.00	\$1,000.00			1	\$1,000.00						
10	2104.502	SALVAGE SIGN		3	EACH	\$50.00	\$150.00	3	\$150.00								
11	2104.502	REMOVE SIGN		1	EACH	\$50.00	\$50.00	1	\$50.00								
12	2104.502	REMOVE GATE VALVE & BOX		1	EACH	\$800.00	\$800.00									1	\$800.00
13	2104.503	REMOVE PIPE SEWERS		12	LIN FT	\$20.00	\$240.00			12	\$240.00						
14	2104.503	REMOVE FENCE		600	LIN FT	\$5.00	\$3,000.00	600	\$3,000.00								
15	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)		1,100	LIN FT	\$2.50	\$2,750.00	1100	\$2,750.00								
16	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)		390	LIN FT	\$5.00	\$1,950.00	390	\$1,950.00								
17	2104.503	REMOVE CURB AND GUTTER		900	LIN FT	\$4.00	\$3,600.00	900	\$3,600.00								
18	2104.504	REMOVE BITUMINOUS PAVEMENT		830	SQ YD	\$4.00	\$3,320.00	830	\$3,320.00								
19	2104.504	REMOVE CONCRETE PAVEMENT		680	SQ YD	\$10.00	\$6,800.00	680	\$6,800.00								
20	2106.507	EXCAVATION - COMMON (EV)	(P) (1)	4,040	CU YD	\$18.00	\$72,720.00	4040	\$72,720.00								
21	2106.507	EXCAVATION - CHANNEL AND POND	(P) (1)	5,300	CU YD	\$14.00	\$74,200.00			5300	\$74,200.00						
22	2106.507	EXCAVATION - SUBGRADE (EV)		200	CU YD	\$15.00	\$3,000.00	200	\$3,000.00								
23	2106.507	STABILIZING AGGREGATE (CV)		200	CU YD	\$20.00	\$4,000.00	200	\$4,000.00								
24	2106.507	COMMON EMBANKMENT (CV)	(P)	500	CU YD	\$5.00	\$2,500.00	500	\$2,500.00								
25	2106.607	HAUL AND STOCKPILE BITUMINOUS MATERIAL	(P)	2,050	CU YD	\$12.00	\$24,600.00	2050	\$24,600.00								
26	2112.519	SUBGRADE PREPARATION		21	ROAD ST	\$500.00	\$10,500.00	21.0	\$10,500.00								
27	2118.507	AGGREGATE SURFACING (CV) CLASS 2		20	CU YD	\$85.00	\$1,700.00	20	\$1,700.00								
28	2123.610	STREET SWEEPER (WITH PICKUP BROOM)		20	HOUR	\$200.00	\$4,000.00	20	\$4,000.00								
29	2211.507	AGGREGATE BASE (CV) CLASS 5 MODIFIED		700	CU YD	\$42.00	\$29,400.00	700	\$29,400.00								
30	2211.607	AGGREGATE BASE (CV) FROM STOCKPILE		2,050	CU YD	\$16.00	\$32,800.00	2050	\$32,800.00								
31	2215.504	FULL DEPTH RECLAMATION (10")		7,350	SQ YD	\$2.50	\$18,375.00	7350	\$18,375.00								
32	2231.604	BITUMINOUS PATCH SPECIAL (DRIVEWAY)		20	SQ YD	\$80.00	\$1,600.00	20	\$1,600.00								
33	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3.C)		1,220	TON	\$100.00	\$122,000.00	1220	\$122,000.00								
34	2360.509	TYPE SP 12.5 NON WEARING COURSE MIX (3.C)		1,500	TON	\$95.00	\$142,500.00	1500	\$142,500.00								
35	2501.502	18" RC PIPE APRON		2	EACH	\$1,500.00	\$3,000.00			2	\$3,000.00						
36	2501.602	TRASH GUARD FOR 18" PIPE APRON		2	EACH	\$700.00	\$1,400.00			2	\$1,400.00						
37	2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V		300	EACH	\$55.00	\$16,500.00			300	\$16,500.00						
38	2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS V		380	LIN FT	\$62.00	\$23,560.00			380	\$23,560.00						
39	2503.503	18" RC PIPE SEWER DESIGN 3006 CLASS V		725	LIN FT	\$70.00	\$50,750.00			725	\$50,750.00						
40	2503.503	8" PVC PIPE SEWER		1,798	LIN FT	\$55.00	\$98,890.00					1798	\$98,890.00				

**PRELIMINARY ENGINEER'S ESTIMATE**

WEST ARMSTRONG REDEVELOPMENT  
CITY PROJECT NO. 18-02  
CITY OF RAMISEY, MIN  
BMI PROJECT NO. OR1-126299



Date: 2/11/2023

ENGINEER'S ESTIMATE															
ITEM NO.	MndDOT SPEC NO.	ITEM	NOTES	TOTAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	ROADWAY		STORM SEWER		SANITARY SEWER		WATERMAIN	
								QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
41	2503.602	8" PIPE PLUG		10	EACH	\$200.00	\$2,000.00					10	\$2,000.00		
42	2503.602	CONNECT TO EXISTING SANITARY SEWER		2	EACH	\$1,000.00	\$2,000.00					2	\$2,000.00		
43	2504.602	ADJUST GATE VALVE BOX		1	EACH	\$500.00	\$500.00	1	\$500.00						
44	2504.602	CONNECT TO EXISTING WATER MAIN		2	EACH	\$2,000.00	\$4,000.00							2	\$4,000.00
45	2504.602	6" GATE VALVE & BOX		7	EACH	\$2,300.00	\$16,100.00							7	\$16,100.00
46	2504.602	8" GATE VALVE & BOX		10	EACH	\$3,000.00	\$30,000.00							10	\$30,000.00
47	2504.602	12" GATE VALVE & BOX		5	EACH	\$5,000.00	\$25,000.00							5	\$25,000.00
48	2504.602	HYDRANT		7	EACH	\$6,000.00	\$42,000.00							7	\$42,000.00
49	2504.603	6" WATERMAIN DUCTILE IRON CL 53		90	LIN FT	\$70.00	\$6,300.00							90	\$6,300.00
50	2504.603	8" WATERMAIN DUCTILE IRON CL 52		323	LIN FT	\$75.00	\$24,225.00							323	\$24,225.00
51	2504.603	12" WATERMAIN DUCTILE IRON CL 52		2,025	LIN FT	\$90.00	\$182,250.00							2,025	\$182,250.00
52	2504.608	WATERMAIN FITTINGS		2,680	POUND	\$12.00	\$32,160.00							2,680	\$32,160.00
53	2506.502	CASTING ASSEMBLY (MANHOLE)		7	EACH	\$750.00	\$5,250.00								
54	2506.502	CASTING ASSEMBLY (CATCH BASIN)		14	EACH	\$750.00	\$10,500.00			14	\$10,500.00				
55	2506.602	INSTALL CATCH BASIN (SALVAGED)		1	EACH	\$4,000.00	\$4,000.00			1	\$4,000.00				
56	2506.503	CONSTRUCT SANITARY SEWER MANHOLE		59.42	LIN FT	\$450.00	\$26,739.00					59.42	\$26,739.00		
57	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPEC 1 (2'X3')		36.00	LIN FT	\$500.00	\$18,000.00			36.00	\$18,000.00				
58	2506.503	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020		46.00	LIN FT	\$600.00	\$27,600.00			46.00	\$27,600.00				
59	2506.602	ADJUST FRAME & RING CASTING		2	EACH	\$800.00	\$1,600.00	2	\$1,600.00						
60	2506.602	SEAL MANHOLE	(3)	7	EACH	\$500.00	\$3,500.00							7	\$3,500.00
61	2521.514	4" CONCRETE WALK		4,300	SQ FT	\$8.00	\$34,400.00	4300	\$34,400.00						
62	2531.503	CONCRETE CURB AND GUTTER DESIGN B612		55	LIN FT	\$14.00	\$770.00	55	\$770.00						
63	2531.503	CONCRETE CURB AND GUTTER DESIGN B618		4,350	LIN FT	\$16.00	\$69,600.00	4350	\$69,600.00						
64	2531.504	CONCRETE MEDIAN		150	SQ YD	\$70.00	\$10,500.00	150	\$10,500.00						
65	2531.504	8" CONCRETE DRIVEWAY PAVEMENT		180	SQ YD	\$80.00	\$14,400.00	180	\$14,400.00						
66	2531.602	CONCRETE MEDIAN NOSE-SPECIAL		1	EACH	\$800.00	\$800.00	1	\$800.00						
67	2531.602	CONSTRUCT 6" CONCRETE PEDESTRIAN RAMP		5	EACH	\$2,500.00	\$12,500.00	5	\$12,500.00						
68	2540.602	MAIL BOX & SUPPORT		1	EACH	\$500.00	\$500.00	1	\$500.00						
69	2563.601	TRAFFIC CONTROL		1	LUMP SUM	\$20,000.00	\$20,000.00	0.50	\$10,000.00	0.16	\$3,200.00	0.09	\$1,800.00	0.25	\$5,000.00
70	2573.501	STABILIZED CONSTRUCTION EXIT		1	LUMP SUM	\$2,500.00	\$2,500.00	1	\$2,500.00						
71	2573.502	STORM DRAIN INLET PROTECTION		18	EACH	\$2,000.00	\$36,000.00	18	\$36,000.00						
72	2573.502	CULVERT END CONTROLS		6	EACH	\$300.00	\$1,800.00	6	\$1,800.00						
73	2573.503	SILT FENCE, TYPE MS		1,300	LIN FT	\$2.00	\$2,600.00	1300	\$2,600.00						
74	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER		1,000	LIN FT	\$2.50	\$2,500.00	1000	\$2,500.00						
75	2574.505	FERTILIZER TYPE 3		730	POUND	\$1.50	\$1,095.00	730	\$1,095.00						
76	2574.507	COMMON TOPSOIL BORROW		1,380	CU YD	\$40.00	\$55,200.00	1380	\$55,200.00						
77	2575.504	ROLLED EROSION PREVENTION CATEGORY 20		2,670	SQ YD	\$1.50	\$4,005.00	2670	\$4,005.00						
78	2575.505	SEEDING		2.0	ACRE	\$500.00	\$1,000.00	2.0	\$1,000.00						
79	2575.508	SEED MIXTURE 25-121		100	POUND	\$5.00	\$500.00	100	\$500.00						
80	2575.508	SEED MIXTURE 25-131		330	POUND	\$5.00	\$1,650.00	330	\$1,650.00						
81	2575.508	SEED MIXTURE 33-261		30	POUND	\$10.00	\$300.00	30	\$300.00						

**PRELIMINARY ENGINEER'S ESTIMATE**

WEST ARMSTRONG REDEVELOPMENT  
 CITY PROJECT NO. 18-02  
 CITY OF RAMSEY, MN  
 BMI PROJECT NO. 0R1-126299



Date: 2/1/2023

ENGINEER'S ESTIMATE		ROADWAY		STORM SEWER		SANITARY SEWER		WATERMAIN					
ITEM NO.	MnDOT SPEC NO.	ITEM	NOTES	TOTAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
82	2575.508	HYDRAULIC BONDED FIBER MATRIX		7,000	POUND	\$1.50	\$10,500.00	7000	\$10,500.00				
83	2582.503	4" SOLID LINE MULTI COMP		140	LIN FT	\$1.00	\$140.00	140	\$140.00				
84	2582.503	24" SOLID LINE MULTI COMP		90	LIN FT	\$17.00	\$1,530.00	90	\$1,530.00				
85	2582.503	4" DOUBLE SOLID LINE MULTI COMP		835	LIN FT	\$2.00	\$1,670.00	835	\$1,670.00				
86	2582.518	PAVEMENT MESSAGE MULTI COMP		15.45	SQ. FT	\$20.00	\$309.00	15.45	\$309.00				

ESTIMATED CONSTRUCTION TOTAL:	\$1,574,483.00	\$247,150.00	\$147,379.00	\$387,895.00
10% CONSTRUCTION CONTINGENCY:	\$157,448.30	\$24,715.00	\$14,737.90	\$38,783.50
TOTAL ESTIMATED CONSTRUCTION COST:	\$1,731,931.30	\$271,865.00	\$162,116.90	\$426,618.50

**NOTES:**

- (1) INCLUDES TOPSOIL STRIPPING AND STOCKPILING
- (2) STOCKPILE LOCATION: PUBLIC WORKS, 14199 JASPER STREET NW. CONTRACTOR SHALL USE ALL AVAILABLE STOCKPILE MATERIAL BEFORE IMPORTING AGGREGATE
- (3) CHIMNEY SEAL

**PRELIMINARY PROPERTY ACQUISITION**

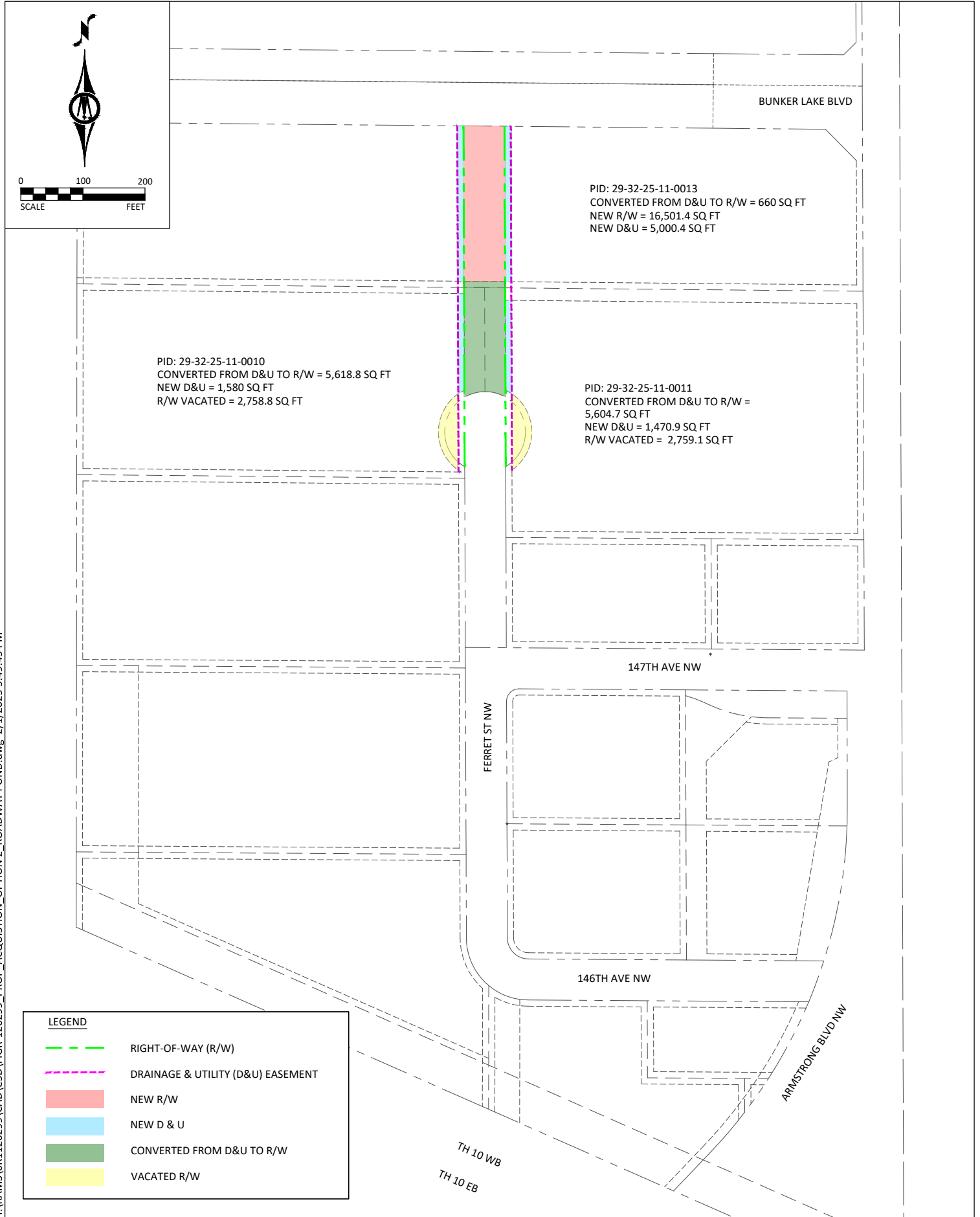
WEST ARMSTRONG REDEVELOPMENT  
 CITY PROJECT NO. 18-02  
 CITY OF RAMSEY, MN



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PARCEL	PARCEL ID	PROPERTY ADDRESS/OWNER	NEW R/W	NEW D&U	CONVERTED FROM D&U TO R/W	R/W VACATED	UNIT	UNIT PRICE	TOTAL AMOUNT
1	29-32-25-11-0010	BLOCK 1, LOT 2 - PSD, LLC		1580.0	5618.8	2758.8	SQ FT	\$3.08	\$13,675.20
2	29-32-25-11-0011	BLOCK 1, LOT 3 - NATIONAL GROWTH, LLC		1470.9	5604.7	2759.1	SQ FT	\$3.08	\$13,294.82
3	29-32-25-11-0013	14816 ARMSTRONG BLVD NW - PSD, LLC	16501.4	5000.4	660.0		SQ FT	\$3.08	\$68,258.34

**ESTIMATED PROPERTY ACQUISITION TOTAL: \$95,228.36**  
**TOTAL ESTIMATE CONSTRUCTION COST: \$1,731,931.30**  
**TOTAL ESTIMATED PROPERTY & CONSTRUCTION COST: \$1,827,159.66**



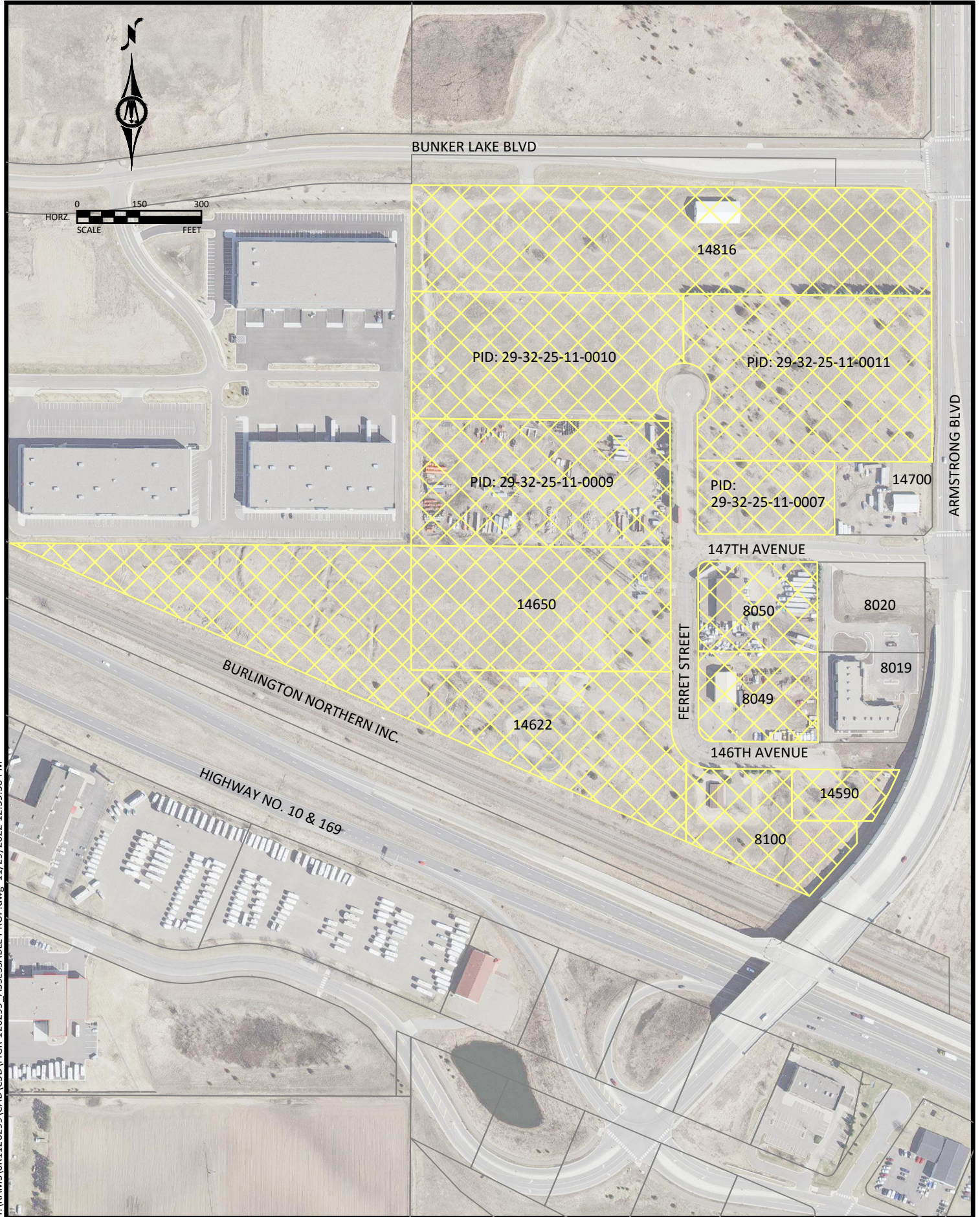
PID: 29-32-25-11-0010  
 CONVERTED FROM D&U TO R/W = 5,618.8 SQ FT  
 NEW D&U = 1,580 SQ FT  
 R/W VACATED = 2,758.8 SQ FT

PID: 29-32-25-11-0013  
 CONVERTED FROM D&U TO R/W = 660 SQ FT  
 NEW R/W = 16,501.4 SQ FT  
 NEW D&U = 5,000.4 SQ FT

PID: 29-32-25-11-0011  
 CONVERTED FROM D&U TO R/W = 5,604.7 SQ FT  
 NEW D&U = 1,470.9 SQ FT  
 R/W VACATED = 2,759.1 SQ FT

LEGEND	
	RIGHT-OF-WAY (R/W)
	DRAINAGE & UTILITY (D&U) EASEMENT
	NEW R/W
	NEW D & U
	CONVERTED FROM D&U TO R/W
	VACATED R/W

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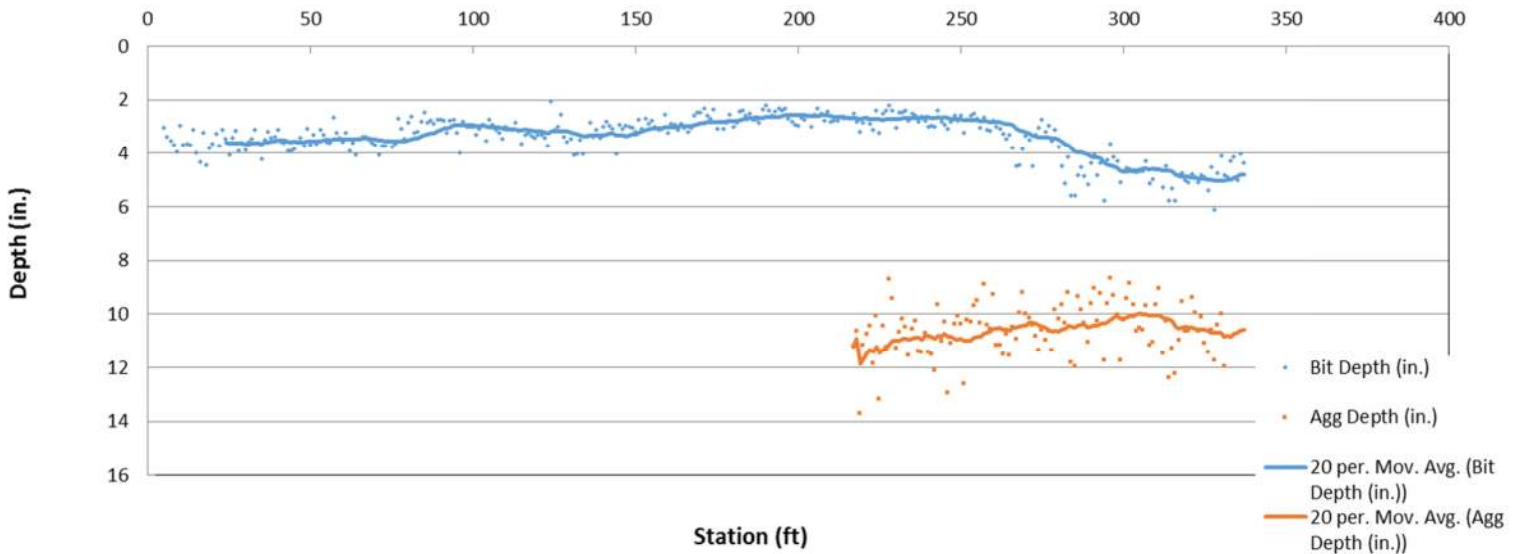
## **APPENDIX C**

### **Ground Penetrating Radar (GPR) Results**

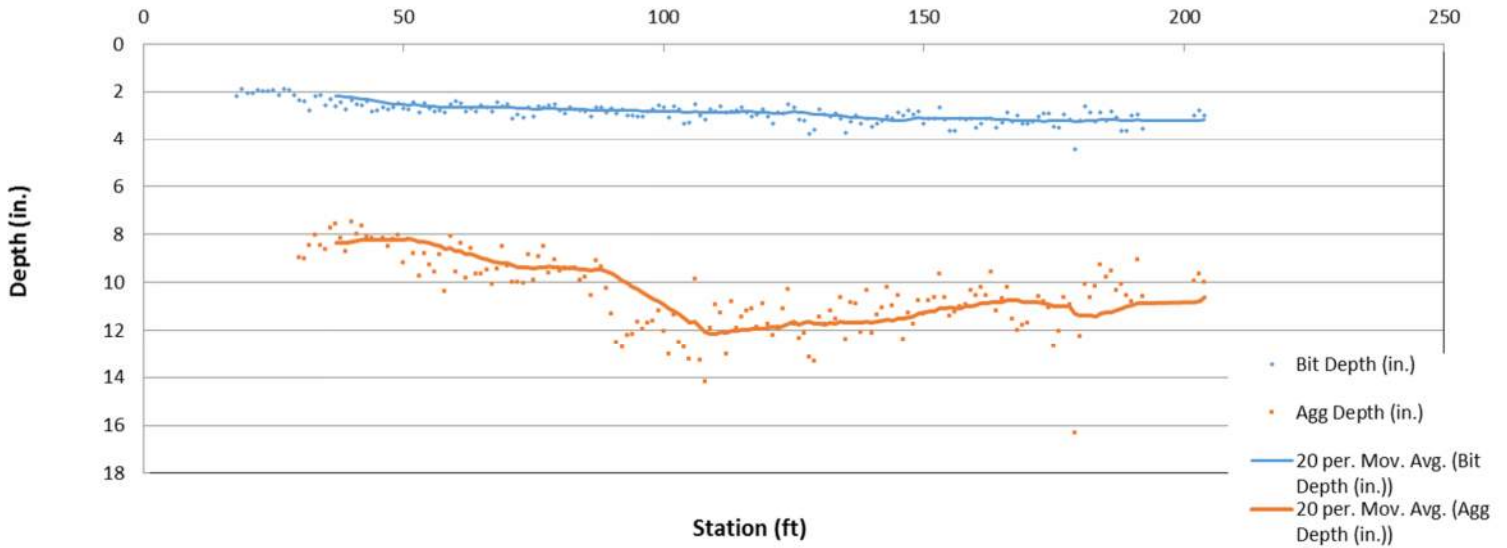
## HY-10 Ramsey GPR Summary

Project Segment		Pavement			Aggregate			Section		
Street	Segment Description	Min	Max	Avg	Min	Max	Avg	Min	Avg	Location
146 <sup>th</sup> Avenue	Ferret Street / CDS	2.0	6.1	3.4	4.3	10.5	6.8	8.6	10.6	296' east of Ferret Street.
147 <sup>th</sup> Avenue	380' west of Armstrong Blvd. / Ferret Street	1.9	4.5	2.9	5.0	11.9	7.6	7.5	10.5	160' east of Ferret Street.
Ferret Street	CDS / 146 <sup>th</sup> Avenue	1.6	4.9	2.7	6.6	15.5	10.6	9.3	13.3	250' north of 146 <sup>th</sup> Avenue
<i>Project Summary</i>		<i>1.6</i>	<i>6.1</i>	<i>2.9</i>	<i>4.3</i>	<i>15.5</i>	<i>9.7</i>	<i>7.5</i>	<i>12.6</i>	<i>147<sup>th</sup> Avenue 160' east of Ferret Street.</i>

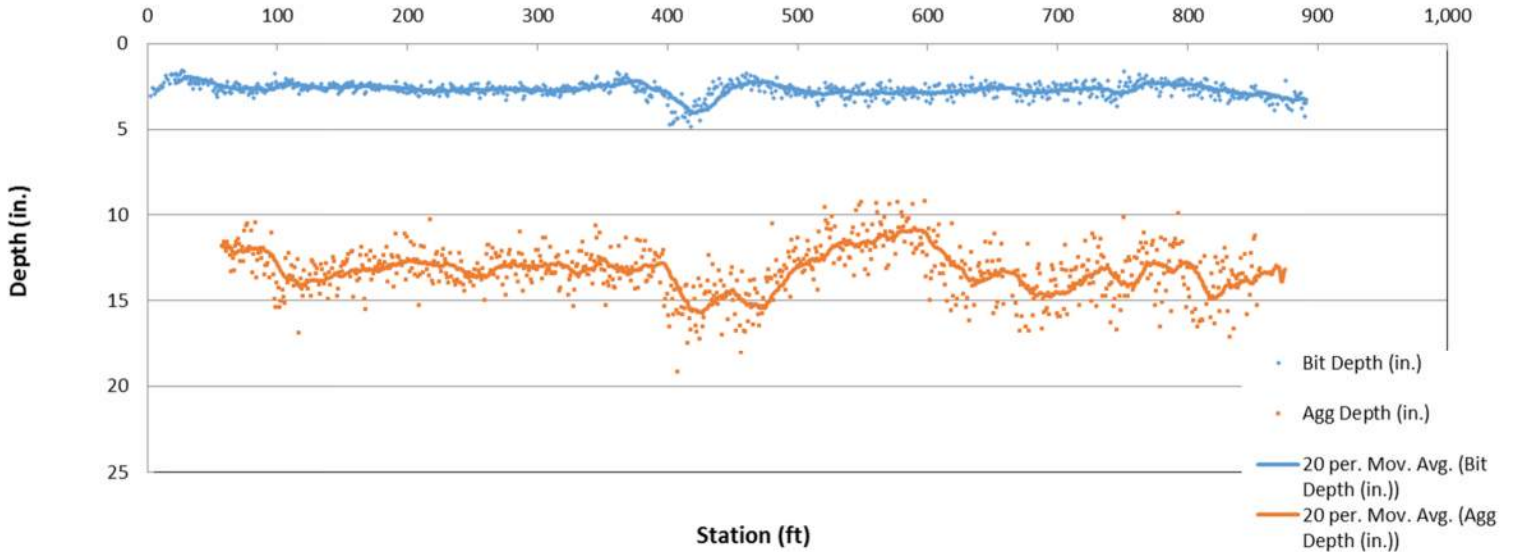
### GPR Data (146th Avenue: Ferret Street to CDS)



### GPR Data (147th Avenue: 380' W. of Armstrong Blvd to Ferret Street)



### GPR Data (Ferret Street: CDS to 146th Avenue)



## **APPENDIX D**

### **Revised West Armstrong Area Traffic Analysis Memorandum Report of Geotechnical Evaluation**



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

## MEMORANDUM

Date: November 17, 2022  
To: City of Ramsey  
From: Bryan Nemeth, P.E., PTOE  
RE: West Armstrong Area Traffic Analysis – Anoka Ramsey Athletic Association (ARAA)  
City of Ramsey, MN  
City Project No.: 18-02

### Development Considerations

The West Armstrong Area reviewed is bordered on the north by Bunker Lake Boulevard, on the south by TH 10, on the east by Armstrong Boulevard, and on the west by the ARAA site. The proposed ARAA recreation facility represents a new type of land use within this area.

A sports recreation facility has traffic peaking characteristics represented by the highest use starting in the PM peak hour and on weekends, with a high inbound and outbound volume (55% in, 45% out). This is a change from the employment district or light industrial land use which generates a higher outbound in the PM (31% in, 69% out).

The proposed ARAA facility has an area of 175,500 square feet with a support building and future expansion of 13,000 square feet. According to the ITE Trip Generation Manual (Multipurpose Recreation Facility) the site would result in approximately 675 trips during the PM peak hour.

Based on the comparison of forecasts between what was previously calculated for the West Armstrong area and the currently proposed land use, there is anticipated to be no difference in trips during the AM peak, but a significant difference in the PM peak.

### Bunker Lake Boulevard Improvement Considerations

#### Roadway Section West of the Existing Median

For Bunker Lake Boulevard, the 3-lane section west of the median (just west of Armstrong Boulevard) is still adequate, as the change in land use affects it minimally in the PM (approx. 25 trips), and even less in the AM.

#### Right Turn Lanes

Bunker Lake Boulevard eastbound traffic entering any of the sites south of Bunker Lake Boulevard is low; although, with the change in land use, there is a higher potential for use of an eastbound right turn lane at Ferret Street. The need for a right turn lane was reviewed based on 734 through vehicles on eastbound Bunker Lake Boulevard plus 20 vehicles turning right. The right turn lane was determined not to be needed.

For westbound traffic, the amount of traffic coming from the east and entering any of the sites on the north was reviewed:

- For the first access west of Armstrong Boulevard, we estimated 400 employees, or 180 trips entering in the AM. The right turn lane was determined to not be needed as westbound traffic is relatively low (605 vehicles or less in the AM).
- Since the first access did not need a right turn lane, accesses further west wouldn't need right turn lanes either.

#### Left Turn Lane

For Ferret Street, just west of the existing median, the left turn volumes are estimated to be low in the AM peak but much higher in the PM peak. The industrial traffic will come from both Hwy 10 and from the north and east. Approximately 50% of the traffic entering the area will gain access at 147<sup>th</sup> Avenue.

The traffic to and from the ARAA recreational facility is projected to come from the residential areas of the City. This indicates that the amount of traffic from Bunker Lake Boulevard is likely to be higher, 55% at the Ferret Street and Bunker Lake Boulevard access:

- 25% from Armstrong Boulevard north of Bunker Lake Boulevard,
- 5% from the west on Bunker Lake Boulevard, and
- 25% from Bunker Lake Boulevard east of Armstrong Boulevard.

The remaining 45% of the traffic is projected to use 147<sup>th</sup> Avenue:

- 5% from Hwy 10,
- 5% from 147<sup>th</sup> east of Armstrong Boulevard,
- 20% from Armstrong Boulevard north of Bunker Lake Boulevard, and
- 15% from Bunker Lake Boulevard east of Armstrong Boulevard.

A left turn lane was found to be warranted in the AM based on the following:

- Roadway Speed = 40 mph,
- Advancing Volume = 823,
- Opposing Volume = 493, and
- Left turn volume estimated to be 38.

A left turn lane was found to be warranted in the PM based on the following:

- Roadway Speed = 40 mph,
- Advancing Volume 826,
- Opposing Volume 754, and
- Left turn volume estimated to be 205.

Based on the above information, a westbound left is appropriate for the westbound Bunker Lake Boulevard traffic at Ferret Street. With the low speeds and an urban setting, but significantly higher left turn volume in the PM peak hour due to the recreational facility, a minimum length 210-foot, full-width left turn lane would be appropriate. Tapers can be at either 10:1 or 15:1. There could be need for the left turn lane to be longer based on other development changes that could occur along Ferret Street.

### **Ferret Street and Bunker Lake Boulevard Intersection**

Separate left and right turn lanes along northbound Ferret Street at Bunker Lake Boulevard are recommended.

### **Recommended Studies**

With the change in traffic volumes noted above, we recommend more comprehensive traffic analyses being completed at the following locations:

- Bunker Lake Boulevard /Armstrong Boulevard,
- Bunker Lake Boulevard /Ferret Street, and
- Armstrong Boulevard /147<sup>th</sup> Street.

The storage length needs at the signalized intersections in the area should be also evaluated as a part of a future traffic analysis.

### **Other Considerations**

The land use in the West Armstrong Area, south of Bunker Lake Boulevard and adjacent to Ferret Street, is zoned "COR" which allows a lot of flexibility. In our previous analysis, this area was considered light industrial, similar land use east of Puma Street and south of Bunker Lake Boulevard. If the West Armstrong Area evolves to more commercial orientated uses with the addition of the ARAA Facility and other facilities such as the Big Adventure Academy/Daycare and Anytime Fitness, additional analysis is warranted to understand the impacts of a more intensive land use.



**REPORT OF  
GEOTECHNICAL EXPLORATION**  
West Armstrong Redevelopment Area  
147<sup>th</sup> Avenue NW & Ferret Street NW  
Ramsey, Minnesota

**AET Project No. P-0004952**

**Date: March 30, 2022**

**Prepared for:**

Bolton & Menk, Inc.

Geotechnical • Materials  
Forensic • Environmental  
Building Technology  
Petrography/Chemistry

**American Engineering Testing**

5548 Barthel Industrial Drive NE, Suite 550

Albertville, MN 55301

TeamAET.com • 800.792.6364



March 30, 2022

Bolton & Menk, Inc.  
7533 Sunwood Drive NW  
Ramsey, Minnesota 55303

Attn: Kevin Kielb, PE

RE: Geotechnical Exploration  
West Armstrong Redevelopment Area  
147th Avenue NW & Ferret Street NW, Ramsey, Minnesota  
AET Report No. P-0004952

Dear Mr. Kielb:

American Engineering Testing, Inc. (AET) is pleased to present the results of our subsurface exploration program and geotechnical engineering review for your West Armstrong Redevelopment Area project in Ramsey, Minnesota. These services were performed according to our proposal to you dated July 28, 2021.

We are submitting one electronic (.pdf) copy of the report to you.

Please contact me if you have any questions about the report. I can also be contacted for arranging construction observation and testing services.

Sincerely,  
**American Engineering Testing, Inc.**

A handwritten signature in black ink, appearing to read 'Robert J. Olson'.

Robert J. Olson, PE (MN)  
**Branch Manager**  
rolson@teamAET.com  
Office: (651) 659-1316  
Mobile: (763) 742-8651



## SIGNATURE PAGE

Prepared for:

Bolton & Menk, Inc.  
7533 Sunwood Drive NW  
Ramsey, Minnesota 55303

Attn: Kevin Kielb, PE

Prepared by:

American Engineering Testing, Inc.  
5548 Barthel Industrial Drive NE, Suite 500  
Albertville, Minnesota 55301  
(651) 659-9001/www.TeamAET.com

Authored by:

A handwritten signature in black ink, appearing to read 'Robert J. Olson', written over a horizontal line.

Robert J. Olson, PE (MN)  
Branch Manager

Reviewed by:

A handwritten signature in black ink, appearing to read 'D.S. Van Heuveln', written over a horizontal line.

Derek S. Van Heuveln, PE (MN)  
Senior Engineer

**I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under Minnesota Statute Section 326.02 to 326.15**

**Name: Robert J. Olson**

**Date: March 30, 2022**

**License #: 45023**



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## STANDARD SHEETS

- Definitions Relating to Pavement Construction
- Utility Excavation Backfilling
- Bedding/Foundation Support of Buried Pipe

## APPENDIX A – Geotechnical Field Exploration and Testing

- Boring Log Notes
- Unified Soil Classification System
- Figure 1 - Boring Locations
- Subsurface Boring Logs

## APPENDIX B – Geotechnical Report Limitations and Guidelines for Use

## 1.0 INTRODUCTION

The city of Ramsey (City) is proposing to perform street and utility improvements in the West Armstrong Redevelopment Area in Ramsey, Minnesota. To assist planning and design, you have authorized American Engineering Testing, Inc. (AET) to conduct a subsurface exploration program at the site, conduct soil laboratory testing, and perform a geotechnical engineering review for the project. This report presents the results of the above services, and provides our engineering recommendations based on this data.

## 2.0 SCOPE OF SERVICES

AET's services were performed according to our proposal to you dated July 28, 2021, which you authorized on December 20, 2021. The authorized scope consists of the following.

- Drilling 3 standard penetration test borings to a depth of 14½ feet each.
- Performing soil laboratory testing.
- Performing a geotechnical engineering review based on the data and preparing this report.

These services are intended for geotechnical purposes only. The scope is not intended to explore for the presence or extent of environmental contamination in the soil or groundwater.

## 3.0 PROJECT INFORMATION

We understand the City is planning to reconstruct 147<sup>th</sup> Avenue NW, 146<sup>th</sup> Avenue NW, and Farret Street NW and extend Farret Street NW to the north. These improvements are located west of Armstrong Boulevard NW and south of Bunker Lake Boulevard. We understand that the project will involve reconstructing or constructing a bituminous roadway with public utilities (sewer and watermain).

The above stated information represents our understanding of the proposed construction. This information is an integral part of our engineering review. It is important that you contact us if there are changes from that described so that we can evaluate whether modifications to our recommendations are appropriate.

## 4.0 SUBSURFACE EXPLORATION AND TESTING

### 4.1 Field Exploration Program

The subsurface exploration program conducted for the project consisted of 3 standard penetration test borings. The number of borings, boring locations, and boring depths were determined by Bolton & Menk. The logs of the borings and details of the methods used appear in Appendix A. The logs contain information concerning soil layering, soil classification, geologic origins, and moisture condition. A density description or consistency is also noted for the natural soils, which is based on the standard penetration resistance (N-value).

The boring locations are shown on Figure 1 in Appendix A. The borings were located in the field by AET personnel by taping from nearby site features. Surface elevations were approximated based on the web application MnTOPO.

### 4.2 Laboratory Testing

The laboratory test program included water content testing and percent passing the #200 sieve tests. The test results appear in Appendix A on the individual boring logs adjacent to the samples upon which they were performed.

## 5.0 SITE CONDITIONS

### 5.1 Surface Observations

The bituminous roadway surface is in poor condition. The roadway has no curb or gravel shoulder; the shoulder area consists of grass with commercial/industrial businesses beyond the shoulder. The elevation of the roadway slopes downward from south to north with elevations from 874.8 to 869.3 feet at the boring locations. Driveways for the businesses connect to the roadway.

### 5.2 Subsurface Soils/Geology

The site geology consists of fill or topsoil overlying naturally deposited alluvial soils.

#### 5.2.1 Bituminous Pavement/Fill

Bituminous pavement overlying fill or possible fill was encountered at the surface of Borings SB-2 and SB-3. The surface consisted of 2½ to 2¾ inches of bituminous pavement with approximately 8 inches of apparent gravel base. Beneath the aggregate base, silty sand and sand with silt layers encountered to depths of approximately 2 to 4 feet beneath existing grade. The sands with silt from 2 to 4 feet below grade were classified as “Coarse Alluvium or Fill” as

we were unable to determine the geologic origin from the recovered samples. We could not determine the geological origin based on the recovered samples. The fill and possible fill soils were frozen at the time of exploration. The fill is moderately slow draining and is judged to have moderate frost susceptibility.

### *5.2.2 Topsoil*

Topsoil was encountered at the surface of Boring SB-1. The topsoil extended to a depth of about 1 foot beneath existing grade. The topsoil consists primarily of silty sand. These soils were mostly frozen to a depth of 1 foot. These soils are slow draining and highly susceptible to freeze-thaw movements. Due to the presence of vegetation, we judge these soils to be moderately compressible under structural loads.

### *5.2.3 Coarse Alluvium*

Coarse alluvial sands exist beneath the topsoil, fill, or possible fill at all of the soil borings to the termination depths of the borings. The coarse alluvial soils consist of sands with silt and sands containing variable amounts of gravel, and could include cobbles and/or boulders. These alluvial soils range from very loose to medium dense and are judged to have moderate to moderately high strength and moderate to low compressibility under the anticipated structural loads. The sands and sands with silt are fast draining and are judged to have low susceptibility to freeze-thaw movements.

## **5.3 Groundwater**

We encountered groundwater while drilling at Boring SB-1 at a depth of 10 feet which equated to an approximate elevation of 859.3 feet. As the borings terminated in free draining sands, we judge the measured water level to be reflective of the hydrostatic groundwater level conditions at that point in time.

Groundwater was not measured in Borings SB-2 and SB-3. Due to the borings terminating in free draining sands with silt and sands at depths/elevations near where the groundwater level was measured at Boring SB-1, we judge the water level to be below the depth explored at these boreholes at the time of exploration.

Groundwater levels fluctuate due to varying seasonal and annual rainfall and snow melt amounts, as well as other factors. The Minneapolis metro area has been in a low precipitation pattern for the last 2 years and the presently observed ground water levels may be lower than normal.

## 6.0 RECOMMENDATIONS

### 6.1 Definitions

The italicized words used in this section have specific definitions. These definitions are presented on the attached Standard Sheet entitled “Definitions Relating to Pavement Construction” or in ASTM Standards or MnDOT references.

### 6.2 Approach Discussion

We recommend that at a minimum the upper foot of fill be removed from beneath the proposed roadway extension and removal of the existing bituminous and aggregate base in the reconstruction portion of the project. Additional topsoil or fill may need to be removed based on the organic content of the soils or if soft or loose soils are encountered. We recommend these soils be evaluated by AET geotechnical personnel before new fill is placed. A subgrade R-value of 50 can be assumed for the anticipated subgrade.

### 6.3 Subgrade Preparation

To prepare the area for new roadway embankment placement, we recommend removing all existing pavement, aggregate base, and topsoil from below the roadway area. The excavation would need to include lateral oversizing to accommodate the lateral loads imposed.

The soils exposed in the subgrade excavations are likely to consist of silty sands, sands with silt, and sands. We recommend these soils be evaluated by AET geotechnical personnel before new fill is placed. If soft or unstable soils are observed, then correction should be performed as needed by subcutting and replacing the inferior soils; or by scarification, drying, and re-compaction.

Following excavation of inferior soils, new engineered fill can be placed as needed to re-attain subgrade elevation. *Suitable Grading Material* can be used as general embankment fill; except that where fill is placed over wet, unstable ground conditions or in standing water, cleaner granular soils should be used.

The fill should be placed per the requirements of MnDOT Specification 2106.3G.1 (Specified Density Method). This specification requires soils placed within the *critical subgrade zone* be compacted to a minimum of 100% of the *standard maximum dry unit weight* defined in ASTM: D698 (Standard Proctor test), at a water content 65% to 102% of the *standard optimum water content*. This water content requirement does not apply to the *sand subbase zone*. A reduced

minimum compaction level of 95% of the *standard maximum dry unit weight* can be used below the *critical subgrade zone*.

## 6.4 Design R-Value

Based on the subgrade preparation recommendations presented herein, the pavement section (bituminous and aggregate base layers) can be designed based on an R-value of 50.

## 6.5 Utilities

Based on the conditions encountered at the boring locations, we judge the inorganic soils to be suitable to provide adequate support for utility construction. If silty soils are present at the trench bottom, a 4-inch thick Granular Bedding (MnDOT Specification 3149.F) layer should be placed beneath the pipe to improve support uniformity. We also recommend the removal of any cobbles/boulders in the trench bottoms prior to utility installation. This will reduce the potential for the development of point loads on the pipe that would not be accounted for in the pipe design.

Please refer to the attached standard sheet entitled “Utility Excavation Backfilling” and “Bedding/Foundation Support of Buried Pipe” for additional details regarding utility bedding and utility backfilling.

### 6.5.1 Trench Backfill

The excavated non-organic soils can be used as backfill for the new utility trenches. Excavated organic soils should not be used as backfill below the roadway. Review of our borings indicates that the trench backfill will primarily consist of sands with silt and sands. These types of soils are generally not considered corrosive. We recommend that bedding be placed uniformly around the pipe to avoid having dissimilar materials touch the pipe that could set up corrosion cells. In our opinion, all metallic utilities should be coated or wrapped.

Utility trench backfill should be placed per the requirements of MnDOT Specification 2106.3G.1 (Specified Density Method). The backfill soils should be placed in a maximum lift thickness of 1 foot or less for the granular soils and 8 inches or less for the cohesive soils. This specification requires all backfill soils placed within an excavation trench be compacted to a minimum of 100% of the *standard maximum dry unit weight* defined in ASTM: D698 (Standard Proctor test). Consideration can be given to modifying the project specifications to allow for a reduced minimum compaction level of 95% of the *standard maximum dry unit weight* to be used below the *critical subgrade zone*. Backfill soils placed in the upper 3 feet of the subgrade should be compacted at a water content between 65% to 102% of the standard optimum water content.

The moisture content below the upper 3-foot zone shall be from 65% to 115% of the standard optimum water content.

## 7.0 CONSTRUCTION CONSIDERATIONS

### 7.1 Potential Difficulties

#### 7.1.1 *Runoff Water in Excavation*

Water can be expected to collect in the excavation bottom during times of inclement weather or snow melt. To allow observation of the excavation bottom, to reduce the potential for soil disturbance, and to facilitate filling operations, we recommend water be removed from within the excavation during construction. Based on the soils encountered, we anticipate the groundwater can be handled with conventional sump pumping.

#### 7.1.2 *Disturbance of Soils*

The on-site soils can be disturbed under construction traffic, especially if the soils are wet. If soils become disturbed, they should be subcut to the underlying undisturbed soils. The subcut soils can then be dried and recompact back into place, or they should be removed and replaced with drier imported fill.

#### 7.1.3 *Cobbles and Boulders*

The soils at this site can include cobbles and boulders. This may make excavating procedures somewhat more difficult than normal if they are encountered.

### 7.2 Excavation Backsloping

If excavation faces are not retained, the excavations should maintain maximum allowable slopes in accordance with *OSHA Regulations (Standards 29 CFR), Part 1926, Subpart P, "Excavations"* (can be found on [www.osha.gov](http://www.osha.gov)). Even with the required OSHA sloping, water seepage or surface runoff can potentially induce sideslope erosion or sloughing which could require slope maintenance.

### 7.3 Observation and Testing

The recommendations in this report are based on the subsurface conditions found at our test boring locations. Since the soil conditions can be expected to vary away from the soil boring locations, we recommend on-site observation by a geotechnical engineer/technician during construction to evaluate these potential changes. Soil density testing should also be performed on new fill placed in order to document that project specifications for compaction have been

satisfied.

## 8.0 ASTM STANDARDS

When we refer to an ASTM Standard in this report, we mean that our services were performed in general accordance with that standard. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

## 9.0 LIMITATIONS

Within the limitations of scope, budget, and schedule, we have endeavored to provide our services according to generally accepted geotechnical engineering practices at this time and location. Other than this, no warranty, express or implied, is intended.

Important information regarding risk management and proper use of this report is given in Appendix B entitled “Geotechnical Report Limitations and Guidelines for Use.”

## DEFINITIONS RELATING TO PAVEMENT CONSTRUCTION

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**Top of subgrade:** Grade which contacts the bottom of the aggregate base layer.

**Sand subbase:** Uniform thickness sand layer placed as the top of subgrade which is intended to improve the frost and drainage characteristics of the pavement system by increasing drainage of excess water in the aggregate base and subbase, by reducing and “bridging” frost heaving, and by reducing spring thaw weakening effects.

**Critical subgrade zone:** The subgrade portion beneath and within three vertical feet of the top of subgrade. A sand subbase, if placed, would be considered the upper portion of the critical subgrade zone.

**Suitable Grading Material:** Mineral soil materials, typically from the project site, excluding the following: 1) soils which have an organic content exceeding 3%, 2) cohesive soils having a Liquid Limit exceeding 50%, 3) soils which include debris, cobbles, and/or boulders, and 4) soils which are considered acceptable from an environmental standpoint. The soil must also be capable of attaining the specified compaction level at its current water content or at a water content that can be reasonably scarified, blended, and moisture conditioned to a uniform water content in order to uniformly meet compaction requirements.

**Granular Material:** Soils meeting MnDOT Specification 3149.2B.1. This refers to granular soils which, of the portion passing the 1" sieve, contain less than 20% by weight passing the #200 sieve.

**Select Granular Material:** Soils meeting MnDOT Specification 3149.2B.2. This refers to granular soils which, of the portion passing the 1" sieve, contain less than 12% by weight passing the #200 sieve.

**Select Granular Material (Super Sand):** Soils meeting MnDOT Specification 3149.2B.3. This material is cleaner and coarser than Select Granular Material (see specification for specific requirements).

**Compaction Subcut:** Construction of a uniform thickness subcut below a designated grade to provide uniformity and compaction within the subcut zone. Replacement fill can be the materials subcut, although the reused soils should be blended to a uniform soil condition, moisture conditioned as needed to meet MnDOT Specification 2105.F; and re-compacted per the Specified Density Method defined in MnDOT Specification 2105.3F.1.

**Test Roll:** A means of evaluating the near-surface stability of subgrade soils (usually non-granular). Suitability is determined by the depth of rutting or deflection caused by passage of heavy rubber-tired construction equipment, such as a loaded dump truck, over the test area. Yielding of less than 1" is normally considered acceptable, although engineering judgment may be applied depending on the equipment used, soil conditions present, and/or depth below final grade.

**Unstable Soils:** Subgrade soils which do not pass a test roll. Unstable soils typically have water content exceeding the *standard optimum water content* defined in ASTM:D698 (Standard Proctor test).

**Organic Soils:** Soils which have sufficient organic content such that the soils engineering properties are negatively affected (typically more than 3% organic content). These soils are usually black to dark brown in color.

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## **UTILITY EXCAVATION BACKFILLING**

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### **GENERAL**

Clayey and silty soils are often difficult to compact, as they may be naturally wet or dry, or may become wet due to ground water or runoff water during construction. Soils will need to be placed within a certain range of water (moisture) content to attain desired compaction levels. Moisture conditioning to within this range can be time consuming and labor intensive, and will require favorable weather.

The degree of compaction and the soil type used for backfill within open cut utility excavations depends on the eventual function of the overlying land surface. Details are as follows:

### **ROADWAYS**

Where trenches are located below roadways, we recommend using inorganic fill and compacting these soils per MnDOT Specification 2105.3F1 (Specified Density Method). On MnDOT funded roads, the 2016 Specification requires 100% compaction over the entire trench depth. On non-MnDOT funded roads, we feel the specification can be relaxed to the previous version of achieving 100% of the Standard Proctor density in the upper 3-foot subgrade zone, and 95% below this depth. Note that this specification also includes moisture content range requirements which are important for proper subgrade stability.

Where available soils are wet or of poor quality, it may be possible to use the "Quality Compaction Method" (MnDOT Specification 2105.3F2) for soils below the upper 3-foot subgrade zone if you can tolerate some subsidence. However, a high level of stability is still important within the upper subgrade zone and recommend that the "Specified Density Method" be used in this upper subgrade area. We caution that if backfill soils in the lower trench area are significantly unstable, it may be difficult or even impossible to properly compact soils within the upper 3-foot subgrade zone. In this case, road subgrade stability can be improved by placing a geotextile reinforcement fabric directly over the unstable soils followed by properly drained granular fill placement.

### **STRUCTURAL AREAS**

If fill is placed beneath or within the significant zone of influence of a structure (typically a 1:1 lateral oversize zone), the soil type and minimum compaction level will need to be evaluated on an individual basis. Because trenches result in variable fill depths over a short lateral distance, higher than normal compaction levels and/or more favorable (sandy) soil fill types may be needed. If this situation exists, it is important that special geotechnical engineering review be performed.

### **NON-STRUCTURAL AREAS**

In grass/ditch areas, backfill soils should be placed in reasonable lift thicknesses and compacted to a minimum of 90% of the Standard Proctor density (ASTM: D698) and/or per the MnDOT "Quality Compaction Method." If lower compaction levels are accepted, more noticeable subsidence at the surface can occur. Steep or high slopes require special consideration, and if this situation exists, it is important that special geotechnical engineering review be performed.

### **SPECIAL CASES**

Structural retention systems are often used to reduce impacts on adjacent streets/improvements. If localized excavations/pits or annular spaces are created which need to be backfilled, it may not be possible to place and compact soils by the conventional means of backfilling. Retraction of structural systems can also leave soils loosened. Significant settlement can occur in areas where backfill cannot be compacted. If these situations are located in non-structural or non-paved areas, it may be reasonable to accept the settlements and associated follow-up maintenance in order avoid the high cost of trying to compact the soil or placing flowable lean concrete fill. However, there may be areas where fill settlement needs to be avoided, especially as the settlement will be differential from the surrounding surface, or differential from a buried structure in the case of higher piping entering the structure. Where settlement needs to be avoided, the specification should require that the contractor submit a backfill compaction plan along with the retention plan. Improper sequencing of retention system removal and backfilling of the pits could result in excessive settlement and/or lateral movement of nearby improvements.

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## **BEDDING/FOUNDATION SUPPORT OF BURIED PIPE**

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### **GENERAL**

This page addresses soil bedding and foundation support of rigid pipe, such as reinforced concrete, and flexible pipe, such as steel and plastic. This does not address selection of pipe based on loads and allowable deflections, but rather addresses the geotechnical/soil aspects of uniform pipe support. Bedding/foundation support needs relate to local conditions directly beneath and to the sides of the pipe zone, which may be influenced by soft in-situ ground conditions or by soil disturbance due to soil sensitivity or ground water. Bedding relates to granular materials placed directly beneath the bottom of the pipe (usually 4" to 6" thick), which is intended to provide increased support uniformity. We refer to foundation soils as thicker layers of sands and/or gravels (beneath the bedding zone) intended to provide increased foundation strength support, usually needed due to soft, unstable and/or waterbearing conditions.

### **GRANULAR BEDDING**

With circular pipes, high local loads (approaching point loads) develop if pipes are placed on hard surfaces. Load distribution is improved by placing granular bedding materials beneath the pipe, which are either shaped to match the pipe bottom or are placed without compaction to allow "settling in." The bedding should be placed in such a manner that the pipe will be at the proper elevation and slope when the pipe is laid on the bedding. Common bedding material is defined in MnDOT Specification 3149.2F, Granular Bedding. Published documents recommend rigid pipes having a diameter of 12" to 54" be placed on a bedding thickness of 4", which increases to 6" of bedding for pipe diameters ranging from 54" to 72". Beyond a 72" diameter, the bedding thickness can be equal to the pipe outside diameter divided by 12. Typically, the need for bedding under small diameter pipes (less than 12") depends on the pipe designer's specific needs, although in obvious point loads situations (bedrock, cobbles, significant coarse gravel content), bedding is recommended. Note that bedding should also account for larger diameter bells at joints.

### **FOUNDATION FILL**

Positive uniform strength is usually compromised in soft or unstable trench bottom conditions. In this case, deeper subcuts and foundation fill placement is needed beneath the pipe. In moderate instability conditions, improvement can likely be accomplished with a thicker bedding layer. However, in more significant instability situations, particularly where ground water is present, coarser materials may be needed to provide a stronger foundation. Thicker gravel layers can also be a favorable media from which to dewater. The following materials would be appropriate for stability improvement, with the coarser materials being appropriate for higher instability/ground water cases.

- Fine Filter Aggregate – MnDOT Specification 3149.2J
- Coarse Filter Aggregate – MnDOT Specification 3149.2H

When using a coarser material which includes significant void space, we highly recommend enveloping the entire gravel layer within a geotextile separation fabric. The gravel material includes open void space, and the fabric acts as a separator which minimizes the intrusion of fines into the open void space. If additional granular bedding sand is used above foundation gravel, the fabric would also prevent downward infiltration of bedding sand into the rock void space.

Although it is preferred to not highly compact thin granular bedding zones directly beneath the pipe center, it is desirable to compact the foundation materials to prevent more significant pipe settlement. We recommend foundation fill be compacted to a minimum of 95% of the Standard Proctor density (ASTM: D698). It is not possible to test coarse rock fill, although this material should still be well compacted/ tamped.

Often, pipes entering structures such as catch basins, lift stations, etc., enter the structure at a higher elevation than the structure bottom, and are therefore placed on the structure backfill. Fill beneath these pipes should be considered foundation fill. Depending on the flexibility of the connection design, it may be necessary to increase the minimum compaction level to reduce differential settlements, particularly with thicker fills.

### **SIDE FILL SUPPORT**

If the pipe designer requires support from the side fill, granular bedding should also be placed along the sides of the pipe. In poor soil conditions, the sand fill may need to be placed laterally up to two pipe diameters on both sides of the pipe. With rigid pipe, compacted sand placement up to the spring line (within the haunch area) is usually sufficient. With flexible pipe, side fill should be placed and compacted at least to the top of the pipe. For positive support, it is very important to properly compact the sands within the haunch area.

Report of Geotechnical Exploration  
**West Armstrong Redevelopment Area**, Ramsey, Minnesota  
March 30, 2022  
AET Report No. P-0004952



# Appendix A

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Geotechnical Field Exploration and Testing  
Boring Log Notes  
Unified Soil Classification System  
Figure 1 – Boring Locations  
Subsurface Boring Logs

**Appendix A**  
**Geotechnical Field Exploration and Testing**  
**Report No. P-0004952**

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## **A.1 FIELD EXPLORATION**

The subsurface conditions at the site were explored by drilling and sampling three (3) standard penetration test borings. The locations of the borings appear on Figure 1, preceding the Subsurface Boring Logs in this appendix.

## **A.2 SAMPLING METHODS**

### **A.2.1 Split-Spoon Samples (SS) - Calibrated to $N_{60}$ Values**

Standard penetration (split-spoon) samples were collected in general accordance with ASTM: D1586 with one primary modification. The ASTM test method consists of driving a 2-inch O.D. split-barrel sampler into the in-situ soil with a 140-pound hammer dropped from a height of 30 inches. The sampler is driven a total of 18 inches into the soil. After an initial set of 6 inches, the number of hammer blows to drive the sampler the final 12 inches is known as the standard penetration resistance or N-value. Our method uses a modified hammer weight, which is determined by measuring the system energy using a Pile Driving Analyzer (PDA) and an instrumented rod.

In the past, standard penetration N-value tests were performed using a rope and cathead for the lift and drop system. The energy transferred to the split-spoon sampler was typically limited to about 60% of its potential energy due to the friction inherent in this system. This converted energy then provides what is known as an  $N_{60}$  blow count.

The most recent drill rigs incorporate an automatic hammer lift and drop system, which has higher energy efficiency and subsequently results in lower N-values than the traditional  $N_{60}$  values. By using the PDA energy measurement equipment, we are able to determine actual energy generated by the drop hammer. With the various hammer systems available, we have found highly variable energies ranging from 55% to over 100%. Therefore, the intent of AET's hammer calibrations is to vary the hammer weight such that hammer energies lie within about 60% to 65% of the theoretical energy of a 140-pound weight falling 30 inches. The current ASTM procedure acknowledges the wide variation in N-values, stating that N-values of 100% or more have been observed. Although we have not yet determined the statistical measurement uncertainty of our calibrated method to date, we can state that the accuracy deviation of the N-values using this method is significantly better than the standard ASTM Method.

### **A.2.2 Disturbed Samples (DS)/Spin-up Samples (SU)**

Sample types described as "DS" or "SU" on the boring logs are disturbed samples, which are taken from the flights of the auger. Because the auger disturbs the samples, possible soil layering and contact depths should be considered approximate.

### **A.2.3 Sampling Limitations**

Unless actually observed in a sample, contacts between soil layers are estimated based on the spacing of samples and the action of drilling tools. Cobbles, boulders, and other large objects generally cannot be recovered from test borings, and they may be present in the ground even if they are not noted on the boring logs.

Determining the thickness of "topsoil" layers is usually limited, due to variations in topsoil definition, sample recovery, and other factors. Visual-manual description often relies on color for determination, and transitioning changes can account for significant variation in thickness judgment. Accordingly, the topsoil thickness presented on the logs should not be the sole basis for calculating topsoil stripping depths and volumes. If more accurate information is needed relating to thickness and topsoil quality definition, alternate methods of sample retrieval and testing should be employed.

## **A.3 CLASSIFICATION METHODS**

Soil descriptions shown on the boring logs are based on the Unified Soil Classification (USC) system. The USC system is described in ASTM: D2487 and D2488. Where laboratory classification tests (sieve analysis or Atterberg Limits) have been performed, accurate classifications per ASTM: D2487 are possible. Otherwise, soil descriptions shown on the boring logs are visual-manual judgments. Charts are attached which provide information on the USC system, the descriptive terminology, and the symbols used on the boring logs.

The boring logs include descriptions of apparent geology. The geologic depositional origin of each soil layer is interpreted primarily by observation of the soil samples, which can be limited. Observations of the surrounding topography, vegetation, and development can sometimes aid this judgment.

**Appendix A**  
**Geotechnical Field Exploration and Testing**  
**Report No. P-0004952**

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#### **A.4 WATER LEVEL MEASUREMENTS**

The groundwater level measurements are shown at the bottom of the boring logs. The following information appears under "Water Level Measurements" on the logs:

- ♦ Date and Time of measurement
- ♦ Sampled Depth: lowest depth of soil sampling at the time of measurement
- ♦ Casing Depth: depth to bottom of casing or hollow-stem auger at time of measurement
- ♦ Cave-in Depth: depth at which measuring tape stops in the borehole
- ♦ Water Level: depth in the borehole where free water is encountered
- ♦ Drilling Fluid Level: same as Water Level, except that the liquid in the borehole is drilling fluid

The true location of the water table at the boring locations may be different than the water levels measured in the boreholes. This is possible because there are several factors that can affect the water level measurements in the borehole. Some of these factors include: permeability of each soil layer in profile, presence of perched water, amount of time between water level readings, presence of drilling fluid, weather conditions, and use of borehole casing.

#### **A.5 LABORATORY TEST METHODS**

##### **A.5.1 Water Content Tests**

Conducted per AET Procedure 01-LAB-010, which is performed in general accordance with ASTM: D2216 and AASHTO: T265.

##### **A.5.2 Material in Soils Finer than the #200 (75 micron) Sieve**

Conducted per AET Procedure 01-LAB-060, which is performed in general conformance with ASTM: D1140.

#### **A.6 TEST STANDARD LIMITATIONS**

Field and laboratory testing is done in general conformance with the described procedures. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

#### **A.7 SAMPLE STORAGE**

Unless notified to do otherwise, we routinely retain representative samples of the soils recovered from the borings for a period of 30 days.

## EXPLORATION/CLASSIFICATION METHODS

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### **SAMPLING METHODS**

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#### **Split-Spoon Samples (SS) - Calibrated to N<sub>60</sub> Values**

Standard penetration (split-spoon) samples were collected in general accordance with ASTM: D1586 with one primary modification. The ASTM test method consists of driving a 2" O.D. split-barrel sampler into the in-situ soil with a 140-pound hammer dropped from a height of 30". The sampler is driven a total of 18" into the soil. After an initial set of 6", the number of hammer blows to drive the sampler the final 12" is known as the standard penetration resistance or N-value. Our method uses a modified hammer weight, which is determined by measuring the system energy using a Pile Driving Analyzer (PDA) and an instrumented rod.

In the past, standard penetration N-value tests were performed using a rope and cathead for the lift and drop system. The energy transferred to the split-spoon sampler was typically limited to about 60% of its potential energy due to the friction inherent in this system. This converted energy then provides what is known as an N<sub>60</sub> blow count.

Most of today's drill rigs incorporate an automatic hammer lift and drop system, which has higher energy efficiency and subsequently results in lower N-values than the traditional N<sub>60</sub> values. By using the PDA energy measurement equipment, we are able to determine actual energy generated by the drop hammer. With the various hammer systems available, we have found highly variable energies ranging from 55% to over 100%. Therefore, the intent of AET's hammer calibrations is to vary the hammer weight such that hammer energies lie within about 60% to 65% of the theoretical energy of a 140-pound weight falling 30". The current ASTM procedure acknowledges the wide variation in N-values, stating that N-values of 100% or more have been observed. Although we have not yet determined the statistical measurement uncertainty of our calibrated method to date, we can state that the accuracy deviations of the N-values using this method are significantly better than the standard ASTM Method.

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#### **Sampling Limitations**

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### **CLASSIFICATION METHODS**

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The boring logs include descriptions of apparent geology. The geologic depositional origin of each soil layer is interpreted primarily by observation of the soil samples, which can be limited. Observations of the surrounding topography, vegetation, and development can sometimes aid this judgment.

### **WATER LEVEL MEASUREMENTS**

---

The ground water level measurements are shown at the bottom of the boring logs. The following information appears under "Water Level Measurements" on the logs:

- Date and Time of measurement
- Sampled Depth: lowest depth of soil sampling at the time of measurement
- Casing Depth: depth to bottom of casing or hollow-stem auger at time of measurement
- Cave-in Depth: depth at which measuring tape stops in the borehole
- Water Level: depth in the borehole where free water is encountered
- Drilling Fluid Level: same as Water Level, except that the liquid in the borehole is drilling fluid

The true location of the water table at the boring locations may be different than the water levels measured in the boreholes. This is possible because there are several factors that can affect the water level measurements in the borehole. Some of these factors include: permeability of each soil layer in profile, presence of perched water, amount of time between water level readings, presence of drilling fluid, weather conditions, and use of borehole casing.

### **SAMPLE STORAGE**

---

Unless notified to do otherwise, we routinely retain representative samples of the soils recovered from the borings for a period of 30 days.

**UNIFIED SOIL CLASSIFICATION SYSTEM**  
**ASTM Designations: D 2487, D2488**

**AMERICAN ENGINEERING TESTING, INC.**

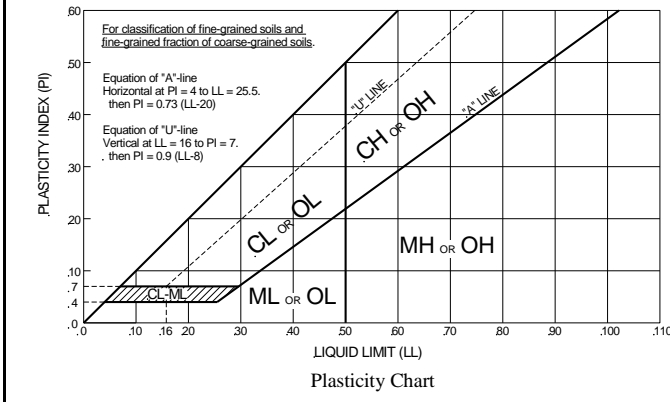
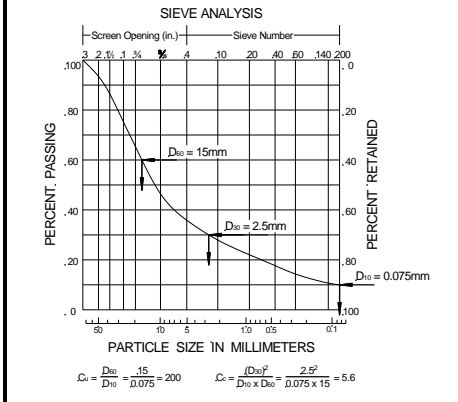


Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup>				Soil Classification		
				Group Symbol	Group Name <sup>B</sup>	
Coarse-Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines <sup>C</sup>	$Cu \geq 4$ and $1 < Cc < 3$ <sup>E</sup>	GW	Well graded gravel <sup>F</sup>	
			$Cu < 4$ and/or $1 > Cc > 3$ <sup>E</sup>	GP	Poorly graded gravel <sup>F</sup>	
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines <sup>D</sup>	$Cu \geq 6$ and $1 < Cc < 3$ <sup>E</sup>	SW	Well-graded sand <sup>I</sup>	
			$Cu < 6$ and/or $1 > Cc > 3$ <sup>E</sup>	SP	Poorly-graded sand <sup>I</sup>	
	Sands with Fines more than 12% fines <sup>D</sup>	Fines classify as ML or MH		SM	Silty sand <sup>G,H,I</sup>	
		Fines classify as CL or CH		SC	Clayey sand <sup>G,H,I</sup>	
Fine-Grained Soils 50% or more passes the No. 200 sieve  (see Plasticity Chart below)	Silt and Clays Liquid limit less than 50	inorganic	PI > 7 and plots on or above "A" line <sup>J</sup>	CL	Lean clay <sup>K,L,M</sup>	
			PI < 4 or plots below "A" line <sup>J</sup>	ML	Silt <sup>K,L,M</sup>	
		organic	Liquid limit - oven dried < 0.75 Liquid limit - not dried		OL	Organic clay <sup>K,L,M,N</sup> Organic silt <sup>K,L,M,O</sup>
	Silt and Clays Liquid limit 50 or more	inorganic	PI plots on or above "A" line		CH	Fat clay <sup>K,L,M</sup>
			PI plots below "A" line		MH	Elastic silt <sup>K,L,M</sup>
		organic	Liquid limit - oven dried < 0.75 Liquid limit - not dried		OH	Organic clay <sup>K,L,M,P</sup> Organic silt <sup>K,L,M,Q</sup>
Highly organic soil		Primarily organic matter, dark in color, and organic in odor		PT	Peat <sup>R</sup>	

**Notes**  
<sup>A</sup>Based on the material passing the 3-in (75-mm) sieve.  
<sup>B</sup>If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.  
<sup>C</sup>Gravels with 5 to 12% fines require dual symbols:  
 GW-GM well-graded gravel with silt  
 GW-GC well-graded gravel with clay  
 GP-GM poorly graded gravel with silt  
 GP-GC poorly graded gravel with clay  
<sup>D</sup>Sands with 5 to 12% fines require dual symbols:  
 SW-SM well-graded sand with silt  
 SW-SC well-graded sand with clay  
 SP-SM poorly graded sand with silt  
 SP-SC poorly graded sand with clay

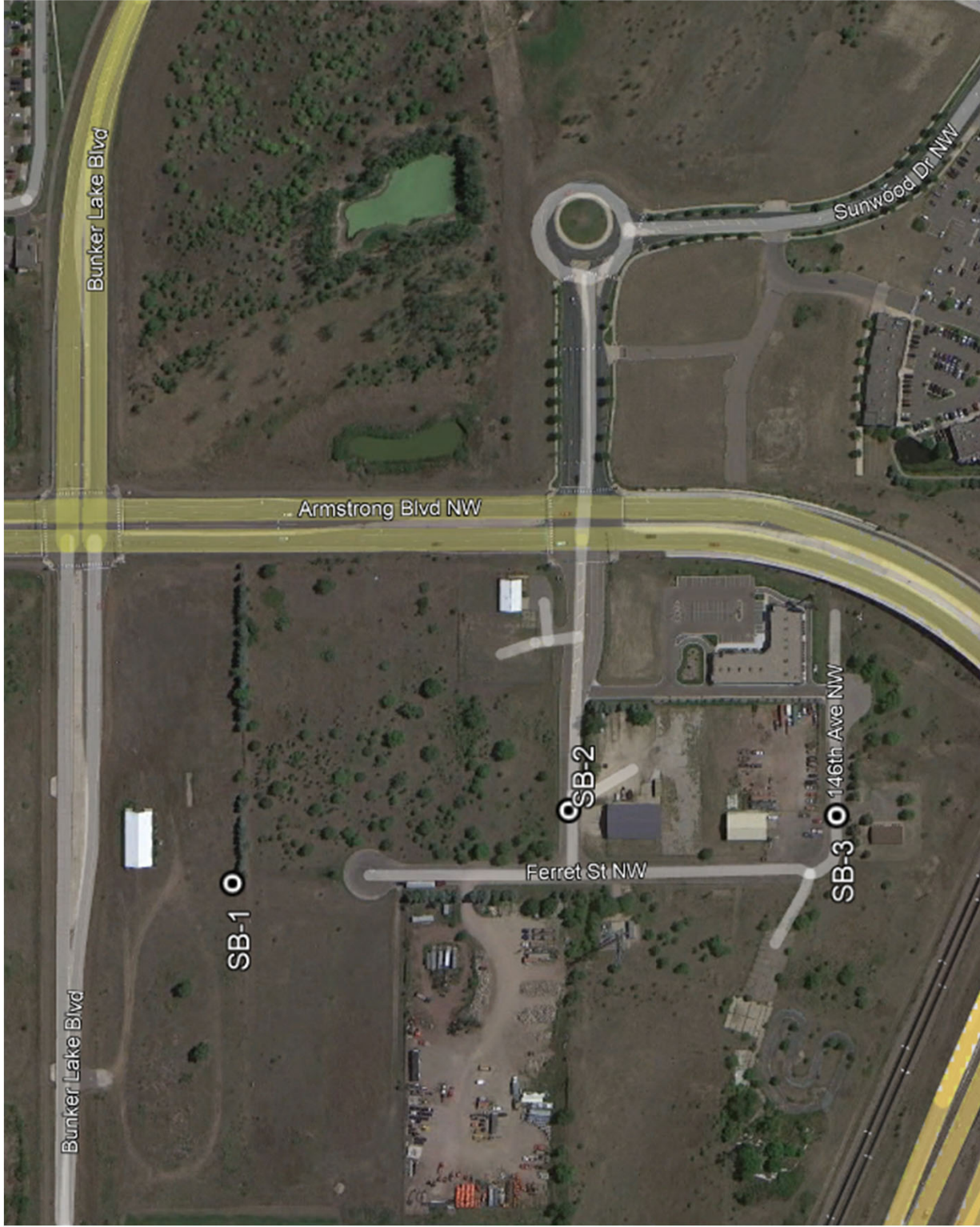
$$C_u = D_{60} / D_{10}, \quad C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

<sup>F</sup>If soil contains  $\geq 15\%$  sand, add "with sand" to group name.  
<sup>G</sup>If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.  
<sup>H</sup>If fines are organic, add "with organic fines" to group name.  
<sup>I</sup>If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.  
<sup>J</sup>If Atterberg limits plot is hatched area, soil is a CL-ML silty clay.  
<sup>K</sup>If soil contains 15 to 29% plus No. 200 add "with sand" or "with gravel", whichever is predominant.  
<sup>L</sup>If soil contains  $\geq 30\%$  plus No. 200, predominantly sand, add "sandy" to group name.  
<sup>M</sup>If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.  
<sup>N</sup>PI  $\geq 4$  and plots on or above "A" line.  
<sup>O</sup>PI < 4 or plots below "A" line.  
<sup>P</sup>PI plots on or above "A" line.  
<sup>Q</sup>PI plots below "A" line.  
<sup>R</sup>Fiber Content description shown below.



**ADDITIONAL TERMINOLOGY NOTES USED BY AET FOR SOIL IDENTIFICATION AND DESCRIPTION**

<u>Grain Size</u>		<u>Gravel Percentages</u>		<u>Consistency of Plastic Soils</u>		<u>Relative Density of Non-Plastic Soils</u>	
Term	Particle Size	Term	Percent	Term	N-Value, BPF	Term	N-Value, BPF
Boulders	Over 12"	A Little Gravel	3% - 14%	Very Soft	less than 2	Very Loose	0 - 4
Cobbles	3" to 12"	With Gravel	15% - 29%	Soft	2 - 4	Loose	5 - 10
Gravel	#4 sieve to 3"	Gravelly	30% - 50%	Firm	5 - 8	Medium Dense	11 - 30
Sand	#200 to #4 sieve			Stiff	9 - 15	Dense	31 - 50
Fines (silt & clay)	Pass #200 sieve			Very Stiff	16 - 30	Very Dense	Greater than 50
				Hard	Greater than 30		
<u>Moisture/Frost Condition</u> (MC Column)		<u>Layering Notes</u>		<u>Peat Description</u>		<u>Organic Description (if no lab tests)</u>	
D (Dry):	Absence of moisture, dusty, dry to touch.	Laminations: Layers less than 1/2" thick of differing material or color.		Term	Fiber Content (Visual Estimate)	Soils are described as <i>organic</i> , if soil is not peat and is judged to have sufficient organic fines content to influence the Liquid Limit properties. <i>Slightly organic</i> used for borderline cases.	
M (Moist):	Damp, although free water not visible. Soil may still have a high water content (over "optimum").					Root Inclusions	
W (Wet/Waterbearing):	Free water visible, intended to describe non-plastic soils. Waterbearing usually relates to sands and sand with silt.	Lenses: Pockets or layers greater than 1/2" thick of differing material or color.		Fibric Peat:	Greater than 67%	With roots: Judged to have sufficient quantity of roots to influence the soil properties.	
F (Frozen):	Soil frozen			Hemic Peat:	33 - 67%	Trace roots: Small roots present, but not judged to be in sufficient quantity to significantly affect soil properties.	
				Sapric Peat:	Less than 33%		



**PROJECT**

West Armstrong Redevelopment; Ramsey, Minnesota

**AET NO.**

P-0004952

**SUBJECT**

Boring Locations

**DATE**

March 2022

**SCALE**

As Shown

**DRAWN BY**

RJO

**CHECKED BY**

DSV

**FIGURE 1**



# SUBSURFACE BORING LOG

AET No: **P-0004952**

Log of Boring No. **SB- 1 (p. 1 of 1)**

Project: **West Armstrong Redevelopment Area Project; Ramsey, MN**

DEPTH IN FEET	Surface Elevation <b>869.3</b> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS							
							WC	DEN	LL	PL	%-#200			
1	SILTY SAND, fine to medium grained, dark brown, frozen (SM)	TOPSOIL												
2	SAND, fine grained, brown, moist, loose (SP)	COARSE ALLUVIUM		F/M	SU									
3				6	M	SS	12	4						4
4	SAND WITH SILT, fine to medium grained, brown, moist, very loose, laminations of clayey sand (SP-SM)													
5				M	SS	10								
6														
7	SAND, a little gravel, fine to medium grained, grayish brown, moist to about 10' then waterbearing, loose to very loose (SP)													
8				M	SS	12								
9														
10				7	SS	8								
11														
12														
13														
14				3	SS	7								
<b>END OF BORING</b>														

\*WD - Water level measured while drilling  
 \*AD - Water level measured at completion of drilling

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
<b>0-13'</b>	<b>3.25" HSA</b>	<b>1/12/22</b>	<b>*WD</b>					<b>10.0</b>	
		<b>1/12/22</b>	<b>*AD</b>		<b>13.0</b>	<b>7.0</b>		<b>10.5</b>	
BORING COMPLETED: <b>1/12/22</b>									
DR: <b>BR</b> LG: <b>DR</b> Rig: <b>GRD751</b>									

AET\_CORP\_P-0004952\_WEST\_ARMSTRONG\_REDEVELOPMENT.GPJ\_AET+CPT+WELL.GDT\_1/18/22



# SUBSURFACE BORING LOG

AET No: **P-0004952**

Log of Boring No. **SB- 2 (p. 1 of 1)**

Project: **West Armstrong Redevelopment Area Project; Ramsey, MN**

DEPTH IN FEET	Surface Elevation <b>872.9</b> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS					
							WC	DEN	LL	PL	%-#200	
1	2.75" Bituminous pavement 8" Aggregate base course	FILL		F	SU							
2	FILL, mostly silty sand, a little gravel, brown with a little dark brown, frozen											
3	SAND WITH SILT, a little gravel, fine grained, brown, frozen (SP-SM) (possible fill)	COARSE ALLUVIUM OR FILL		F	SU	6	3					7
4	SAND WITH SILT, fine grained, brown, moist, medium dense (SP-SM)	COARSE ALLUVIUM	14	M	SS	12						
5												
6												
7	SAND, a little gravel, fine to medium grained, brown, moist, loose to very loose (SP)		5	M	SS	10						
8												
9												
10			3	M	SS	10						
11												
12	SAND WITH SILT, a little gravel, fine to medium grained, grayish brown, moist, loose, laminations of clayey sand (SP-SM)		6	M	SS	10						
13												
14												
<b>END OF BORING</b>												
*WD - Water level measured while drilling *AD - Water level measured at completion of drilling												

AET\_CORP P-0004952 WEST ARMSTRONG REDEVELOPMENT.GPJ AET+CPT+WELL.GDT 1/18/22

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
<b>0-13'</b>	<b>3.25" HSA</b>	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		<b>1/12/22</b>	<b>*WD</b>					<b>None</b>	
		<b>1/12/22</b>	<b>*AD</b>					<b>None</b>	
BORING COMPLETED: <b>1/12/22</b>									
DR: <b>BR</b> LG: <b>DR</b> Rig: <b>GRD751</b>									



# SUBSURFACE BORING LOG

AET No: **P-0004952**

Log of Boring No. **SB- 3 (p. 1 of 1)**

Project: **West Armstrong Redevelopment Area Project; Ramsey, MN**

DEPTH IN FEET	Surface Elevation <b>874.8</b> MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS							
							WC	DEN	LL	PL	%-#200			
1	2.5" Bituminous pavement	FILL												
	8" Aggregate base course		F			SU								
2	FILL, mostly silty sand with gravel, dark brown, frozen	COARSE ALLUVIUM OR FILL												
3	SAND WITH SILT, a little gravel, fine to medium grained, brown with a little dark brown, frozen (SP-SM) (possible fill)		F			SU	4						7	
4	SAND, a little gravel, fine to medium grained, grayish brown, moist, loose to very loose to loose (SP)	COARSE ALLUVIUM												
5			7	M	SS	12	3					3		
6														
7			3	M	SS	12								
8														
9														
10														
11														
12	SAND, a little gravel, fine to medium grained, brown, moist, loose, laminations of silty sand (SP)													
13			6	M	SS	12								
14														
	<b>END OF BORING</b>													

\*WD - Water level measured while drilling  
 \*AD - Water level measured at completion of drilling

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
<b>0-13'</b>	<b>3.25" HSA</b>	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		<b>1/12/22</b>	<b>*WD</b>					<b>None</b>	
		<b>1/12/22</b>	<b>*AD</b>					<b>None</b>	
BORING COMPLETED: <b>1/12/22</b>									
DR: <b>BR</b> LG: <b>DR</b> Rig: <b>GRD751</b>									

AET\_CORP\_P-0004952\_WEST\_ARMSTRONG\_REDEVELOPMENT.GPJ\_AET+CPT+WELL.GDT 1/18/22

Report of Geotechnical Exploration  
**West Armstrong Redevelopment Area**, Ramsey, Minnesota  
March 30, 2022  
AET Report No. P-0004952



# Appendix B

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Geotechnical Report Limitations and Guidelines for Use

## Appendix B

### Geotechnical Report Limitations and Guidelines for Use

#### Report No. P-0004952

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#### B.1 REFERENCE

This appendix provides information to help you manage your risks relating to subsurface problems which are caused by construction delays, cost overruns, claims, and disputes. This information was developed and provided by GBA<sup>1</sup>, of which, we are a member firm.

#### B.2 RISK MANAGEMENT INFORMATION

##### B.2.1 Understand the Geotechnical Engineering Services Provided for this Report

Geotechnical engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical engineering services is typically a geotechnical engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

##### B.2.2 Geotechnical Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared solely for the client.

Likewise, geotechnical engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. If you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.

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<sup>1</sup> Geoprofessional Business Association, 1300 Piccard Drive, LL14, Rockville, MD 20850  
Telephone: 301/565-2733: [www.geoprofessional.org](http://www.geoprofessional.org), 2019

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#### **B.2.3 Read the Full Report**

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. Read and refer to the report in full.

#### **B.2.4 You Need to Inform Your Geotechnical Engineer About Change**

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, always inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

#### **B.2.5 Most of the “Findings” Related in This Report Are Professional Opinions**

Before construction begins, geotechnical engineers explore a site's subsurface using various sampling and testing procedures. Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed. The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

#### **B.2.6 This Report's Recommendations Are Confirmation-Dependent**

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations only after observing actual subsurface conditions exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.

#### **B.2.7 This Report Could Be Misinterpreted**

Other design professionals' misinterpretation of geotechnical engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals' plans and specifications; and
- be available whenever geotechnical engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

#### **B.2.8 Give Constructors a Complete Report and Guidance**

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious

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problems this practice has caused, include the complete geotechnical engineering report, along with any attachments or appendices, with your contract documents, but be certain to note conspicuously that you've included the material for information purposes only. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, only from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and be sure to allow enough time to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

#### **B.2.9 Read Responsibility Provisions Closely**

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

#### **B.2.10 Geoenvironmental Concerns Are Not Covered**

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical engineering study. For that reason, a geotechnical engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated subsurface environmental problems have led to project failures. If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

#### **B.2.11 Obtain Professional Assistance to Deal with Moisture Infiltration and Mold**

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer's services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration. Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. Geotechnical engineers are not building-envelope or mold specialists.