

**COMPLETE AUTO SERVICE RAMSEY, INC.
DEVELOPMENT AGREEMENT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

This Agreement (hereinafter the “Agreement”) is dated as of this 23rd day of April, 2024, and is by and between the City of Ramsey, a Minnesota municipal corporation (the “**CITY**”) and **MW PROPERTIES, LLC**, a limited liability corporation under the laws of Minnesota, (the “**PERMITTEE**”).

Recitals

- A. The **PERMITTEE** is the fee title owner of land generally known as 5195 142nd Avenue NW, Ramsey, MN 55303 and Outlot G, Rivers Bend 3rd Addition, legally described as:
- Lot 1, Block 1, Rivers Bend Plaza 2nd Addition, Anoka County, Minnesota and Outlot G, Rivers Bend 3rd Addition, Anoka County, Minnesota.
- (together, the “**Subject Property**”)
- B. That on February 12, 2024, the **CITY** received a Land Use Application from Classic Construction, Inc., on behalf of the **PERMITTEE**, requesting approval of a Site Plan and Conditional Use Permit for an automotive repair business, as well as a Variance to the impervious surfacing standard in the Scenic River Protection Overlay District, as part of a proposal to construct a new automotive repair facility and associated improvements (cumulatively, the “**New Building**”) on the **Subject Property**.
- C. That on March 28, 2024, the Planning Commission approved a Variance to the impervious surfacing standard of the Scenic River Protection Overlay District.
- D. That April 9, 2024, the City Council approved the Site Plan and Conditional Use Permit for the proposed **New Building**.
- E. The **PERMITTEE** intends to cause the Required Improvements to the **Subject Property** to be constructed without financial participation by the **CITY**.

Agreement

**SECTION I
REQUIRED IMPROVEMENTS AND FINANCIAL RESPONSIBILITIES**

1. **City Code Compliance.** The CITY approves the site plan (the "Site Plan") conditioned on the PERMITTEE developing the Subject Property in accordance with the applicable provisions of City Code.
2. **Conformance with the Plans.** The Subject Property shall be developed in accordance with the final plans (the "Plans") prepared by Plowe Engineering, Inc., dated February 9, 2024, and revised on XXXXX, and Lampert Architects, dated December 1, 2023 and revised on XXXXX. The Plans remain subject to: (a) City Staff's review and approval of the Plans to, among other things, confirm that the revisions requested in the CITY's review have been made; and (b) such further revisions as the PERMITTEE may propose and the CITY approves. The Plans shall not be attached to this Agreement, but are in the CITY's files.
3. **Incorporation of All City Code Requirements.** That the recitals above and the applicable provisions of the City Charter and City Code, as amended to date hereof, are incorporated herein by reference.
4. **State Building Code Compliance.** The structure(s) shall be constructed in accordance with the requirements of the Building Code.
5. **Fire Lanes.** Fire lanes shall be maintained on the Subject Property. The exact locations of these items on the Subject Property shall be as directed by the Fire Chief. The PERMITTEE herein agrees to post "No Parking" signs along driveways in accordance with City Code requirements and in conjunction with the instructions of the Fire Chief.
6. **Required Improvements.** The PERMITTEE shall construct and install the following site improvements on the Subject Property in accordance with the specifications and location as shown on the Plans. The Required Improvements and the allocated costs therefor are as follows:

Required Improvement	Cost	125% of Cost Release Amount
a. Temporary and permanent erosion control.	\$2,927.00	\$3,658.75
b. Storm drainage facilities	\$62,315.00	\$77,893.75
c. Sanitary sewer service	\$3,323.00	\$4,153.75
d. Water services	\$9,750.00	\$12,187.50
e. Parking lot and driveway bituminous pavement	\$60,600.00	\$75,750.00
f. Concrete walkways, curb, and gutter	\$34,202.00	\$42,752.50
g. Landscaping	\$7,392.50	\$9,240.63
TOTAL	\$180,509.50	\$225,636.88

("Required Improvements")

The **PERMITTEE** agrees to construct the **Required Improvements** according to the terms and conditions of this **Agreement**, in accordance with the **Plans**, and in compliance with Staff review comments.

7. **Required Improvements Completion Date.** The **Required Improvements** shall be completed within twenty-four (24) months from the date of issuance of the Building Permit approval for the **New Building**, subject to Unavoidable Delays. For the purposes of this **Agreement**, Unavoidable Delays means delays outside the control of the party claiming its occurrence, which are the result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, global pandemic, epidemic, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, results in delays, or acts of any federal, state or local governmental unit other than the **CITY**.
8. **Required Improvements Financial Guaranty.** In order to ensure the installation of the **Required Improvements** in accordance with **CITY** specifications and in a timely manner, the **PERMITTEE** shall be required to deposit with the **CITY** a cash escrow or an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of **Two Hundred Twenty-Five Thousand Six Hundred Thirty-Seven Dollars and No Cents (\$225,637.00)**, which is 125% of the **CITY's** estimated cost of the **Required Improvements**. Prior to the issuance of the building permit, the financial guaranty must be provided as required herein.

At the request of **PERMITTEE**, the **CITY** shall, not more frequently than once monthly, release that part of the Financial Guaranty for any completed portion of the **Required Improvements** in the amount set forth in Section 6 that have been accepted in writing by the **CITY**. Upon completion of the construction of all, or any of the remaining **Required Improvements** and written acceptance by the **CITY**, the financial guaranty shall be returned to the **PERMITTEE** and the **PERMITTEE** shall be required to provide the landscaping maintenance guaranty described in Section III Paragraph 12 of this **Agreement**. The determination of completion of the construction of the **Required Improvements** shall be made by the **CITY**. In the event the **PERMITTEE** fails to construct and install the **Required Improvements** as required herein, the City Council may order the completion of the **Required Improvements** with **CITY** day labor and/or by letting contracts for said completion and draw upon the escrow for payment. Only the City Council shall have the authority to direct completion of the **Required Improvements** and withdraw from the Financial Guaranty. The **PERMITTEE** hereby grants permission and a license to the **CITY** and/or its contractors and assigns to enter upon the **Subject Property** for the purpose of completing the construction and installation of the **Required Improvements** in the event of the **PERMITTEE's** default.

9. **Site Inspection Fees.** The **PERMITTEE** shall be responsible for all site inspection costs incurred by the **CITY** related to the installation of **Required Improvements**. The **PERMITTEE** shall make a cash deposit into the appropriate escrow account at the **CITY** and the **CITY** shall have the authority to draw upon these funds for the purpose of compensating for inspection services. The amount of the deposit shall be equal to five percent (5%) of the estimated cost of the **Required Improvements**, which equates to **Nine Thousand Twenty-Five Dollars and No Cents (\$9,025.00)** (5% x \$180,509.50). Upon completion of the **Required Improvements** to the satisfaction of the **CITY**, any surplus balance remaining in the **CITY's** escrow account shall be refunded to the **PERMITTEE**.

10. **Storm Water Regional Basin Contribution.** In lieu of constructing on-site storm water management basins, the **PERMITTEE** shall contribute an equal amount as the cost of constructing on-site basins to the **CITY** for use of the regional storm water basin in the amount of **Ten Thousand Three Hundred Sixteen Dollars and Twenty Cents (\$10,316.20)**.

SECTION II PERMITS AND OCCUPANCY

11. **Requirements for Building Permit.**

- a. No building permit shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey for the proposed **New Building**; (c) the Financial Guaranty described in Section I, Paragraph 8, to the **CITY**; and (d) obtained all necessary permits from the Lower Rum River Watershed Management Organization and has provided a copy of such permit to the **CITY**, if applicable; and
- b. No occupancy permit shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; and (b) constructed all utilities and storm water facilities this **Agreement** requires to serve the lot and such utilities and storm water facilities are in place, operational and accepted by the **CITY**.

SECTION III ON-SITE LANDSCAPING

12. **Maintenance Guaranty for Landscaping.** It is herein agreed that the **PERMITTEE** shall provide a maintenance guaranty to ensure the survival of the plantings. Said maintenance guaranty shall consist of cash or an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of **Two Thousand Two Hundred Seventy-Three Dollars and No Cents (\$2,273.00)** [# plantings (17 trees and 33 shrubs) x cost/planting (\$300/tree and \$75/shrub) x 30% average non-survival rate], which shall be in effect for a two (2) year period commencing on the date of the **CITY's** written acceptance of said plantings as part of the **Required Improvements**.

At the end of the two (2) year period, the **PERMITTEE** shall contact the **CITY** to schedule a final inspection of the landscaping. The determination that all plantings that have been planted in accordance with the **Plans** have either survived or have been replaced shall be made by the **CITY**. Upon approval of the final landscape inspection by the **CITY**, the maintenance guaranty shall be returned to the **PERMITTEE**. In the event the **PERMITTEE** fails to maintain the required plantings for a two (2) year period, the City Council may order the replacement of plantings with **CITY** day labor and/or by letting contracts and draw upon the escrow for payment. Only the City Council shall have the authority to direct replacement of the plantings and withdraw from the escrow account. The **PERMITTEE** hereby grants permission and a license to the **CITY** and/or its contractors and assigns to enter upon the **Subject Property** for the purpose of replacing plantings in the event of the **PERMITTEE** default.

SECTION IV GENERAL

13. **Boulevard and Area Restoration.** The **PERMITTEE** shall be responsible for restoring all areas disturbed by the development grading operation in accordance with the approved erosion and

sediment control plan. The **PERMITTEE** shall also be responsible for the cost of cleaning any soil, earth or debris from the wetlands within and adjacent to the **Subject Property** resulting from grading performed in the development of the land.

14. **Construction Site Maintenance.** The **PERMITTEE** shall adhere to all **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.
15. **Construction, Hours and Entrance Signs.** The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m. The **PERMITTEE** is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.
16. **Estimated Cost.** It is understood and agreed that cost amounts set forth in this **Agreement** as **Required Improvements**, unless specified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal charges.
17. **Site Plan Approval Expenses.** The **PERMITTEE** agrees that it will pay to the **CITY** all **CITY** expenses incurred in the approval of the **Site Plan**, including, but not limited to administration expenses, engineering and legal fees. Said expenses shall be paid within fifteen (15) days of billing by the **CITY** and outstanding billings shall be paid prior to issuance of the building permit. Any expenses incurred after the release of the building permit shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY**'s expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this contract for payment.
18. **Reimbursement to the City.** The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this **Agreement**, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
19. **Invalidity of Any Section.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this **Agreement** is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect or void any of the other provisions of this **Agreement**.
20. **Proof of Authority.** When the **PERMITTEE** is a corporation, the **CITY** requires proof of authority by the corporation to execute this **Agreement**. This proof of authority may be satisfied by providing the **CITY** with a certified copy of minutes of the corporate Board of Directors granting such authority.
21. **Violation of This Permit.** If the **PERMITTEE** fails to perform any of the terms of this **Agreement** in the manner required by the **CITY**, the **CITY** shall be entitled to recover, from the **PERMITTEE** or the issuer of **PERMITTEE**'s Financial Guaranty, the full amount of any and all Financial Guaranties. Breach of any of the terms of this **Agreement** by the **PERMITTEE** shall also be grounds for denial of a building permit or issuance of a Certificate of Occupancy.
22. **Certificate of Occupancy.** The term "Certificate of Occupancy", as used in this **Agreement**, shall be defined as a document issued by the **CITY**'s Building Official, which authorizes the structure to be used for its intended purposes.
23. **Agreement Binding on Successors and Assigns.** The **PERMITTEE** agrees that this **Agreement** shall be binding upon its successors and assigns.

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

TO PERMITTEE:

MW Properties, LLC
Attn: Mitchell Webb
604 189th Ave NE
East Bethel, MN 55011

TO THE CITY:

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

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THE PERMITTEE:

MW Properties, LLC

By: _____
Mitchell Webb

Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Mitchell Webb, the President of MW Properties, LLC, a limited liability company, under the laws of the State of Minnesota on behalf of the company.

Notary Public

