City of Ramsey
Agenda
Regular City Council
Tuesday November 23, 2010
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

1. Call to Order

2. Presentation

3. Citizen Input

4. Approve Agenda

5. Consent Agenda

1. Receive 3rd Quarter Fire Report

2. Note the Following Meeting Minutes:

3. COUNCIL MEETING SCHEDULE FOR DECEMBER

4. Consider Amending QDP & JBT Alliance TIF Agreement

5. CONSIDER AMENDMENT TO THE FARE REIMBURSEMENT AGREEMENT WITH THE METROPOLITAN COUNCIL FOR THE RAMSEY STAR EXPRESS BUS SERVICE

6. Consider Application for Reissuance of NPDES Phase II Permit

7. Adopt Resolution #10-11-XXX Approving Cash Disbursements Made and authorizing Payment of Accounts Payable Invoicing Received During the Period of November 4, 2010 through November 17, 2010

8. Resolution Authorizing Final Payment to Allied Blacktop for Division A of the 2010 Pavement Maintenance Program

9. Resolution Authorizing 16th Partial Payment to Chicago Bridge & Iron (CB&I), Inc. for IP 08-21 Water Tower #3

10. Resolution Authorizing 7th Partial Payment to W. Gohman Construction Co. for Contract A Improvement Project #10-23 East Meandering Commons Park

11. Resolution Authorizing 3rd Partial Payment to Great Northern Landscapes Inc. for Contract B Improvement Project #10-23 East Meandering Commons Park

12. Resolution Authorizing 1st Partial Payment to Rum River Contracting for IP 08-34, The Bituminous Paving of 151st and 152nd Avenues, and Fluorine St.

13. Resolution Authorizing Final Payment to Hennen Construction Co. for IP 08-27, 167th Avenue Realignment

14. Adopt Resolution #10-11-XXX Authorizing 4th and Final Payment to MilCon, Inc. for Ramsey Municipal Center Remodel

6. Public Hearing

1. PUBLIC HEARING & ADOPT ORDINANCE ESTABLISHING THE 2011 SCHEDULE OF RATES, FEES AND CHARGES

By: Diana Lund, Finance Director

2. Public Hearing for request for Vacation of Utility and Drainage Easements in Pine Shadows Subdivision, Outlot A

7. Council Business

1. Introduce Ordinance to Amend City Code 117-118 Relating to Front Yard Setbacks in The COR

2. Request for Preliminary Plat Approval of COR ONE;
Case of the City of Ramsey Housing and Redevelopment Authority

3. Request for Preliminary Site Plan Approval of Suite Living at The COR

4. Consider Purchase Agreement for The Residence at The COR - LOT 3, BLOCK 1, COR ONE

5. Consider Development Agreement for The Residence at The COR - LOT 3, BLOCK 1, COR ONE

6. Request for Preliminary Site Plan Approval of Residence at The COR

7. Authorize Resolution in Support of Transportation Economic Development Pilot Program Grant Applicaiton for Armstrong Bouelvard/TH10 Interchange Improvement

8. Authorize Resolution in Support of Application for Safety and Mobility Interchange Program Grant Funding for an Armstrong Boulevard/TH 10 Interchange Improvement

9. Consider Response to November Draft Rules for the Mississippi River Corridor Critical Area (MRCCA)

8. Mayor/Council/Staff Input

1. **December Council Meeting Schedule Changed.** Earlier on the Consent Agenda Council changed the regular meeting schedule for December. The Public Works Committee meeting for Tuesday, December 21 has been canceled. The second Council meeting scheduled for December 28 has been canceled as well
2. **Anoka County Commissioner Dennis Berg's Retirement Celebration.** A buffet dinner and program are scheduled for Wednesday, December 8, beginning at 5:00 p.m. at The Fountains of Ramsey to honor Anoka County Commissioenr Dennis Berg's 37 years of public service.

9. Adjournment

CC Regular Session **Item #: 5. 1.**

Date: 11/23/2010

By: Jo Thieling
Administrative Services

Information

Title:

Receive 3rd Quarter Fire Report

Background:

Attached for your information is the 3rd Quarter Fire Report.

Council Action:

Motion to receive 3rd Quarter Fire Report.

Attachments

3rd Quarter Fire Report

Form Review

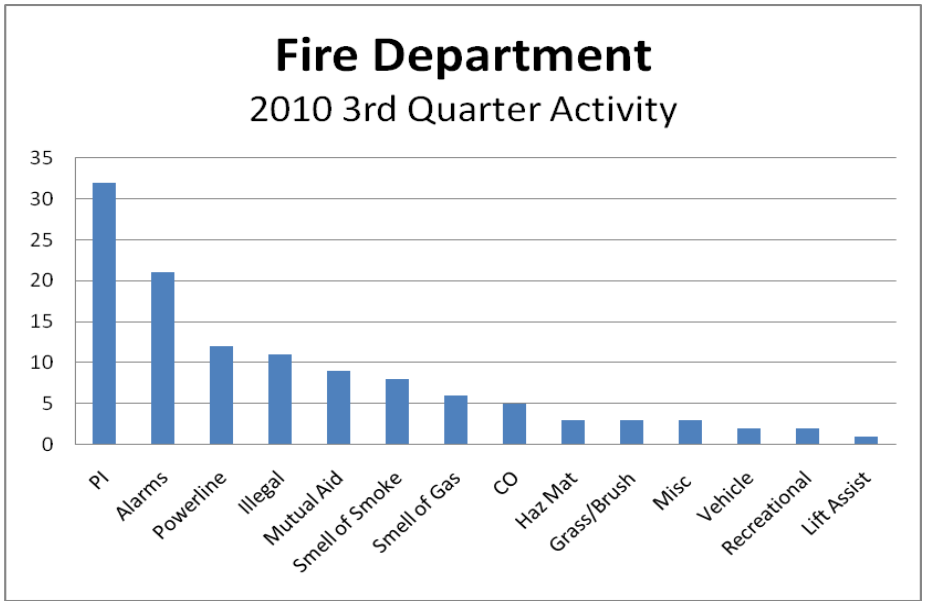
Inbox	Reviewed By	Date
Dean Kapler	Jo Thieling	11/18/2010 11:22 AM
Kurt Ulrich	Jo Thieling	11/18/2010 11:22 AM
Form Started By: Jo Thieling		Started On: 11/18/2010 11:17 AM
Final Approval Date: 11/18/2010		

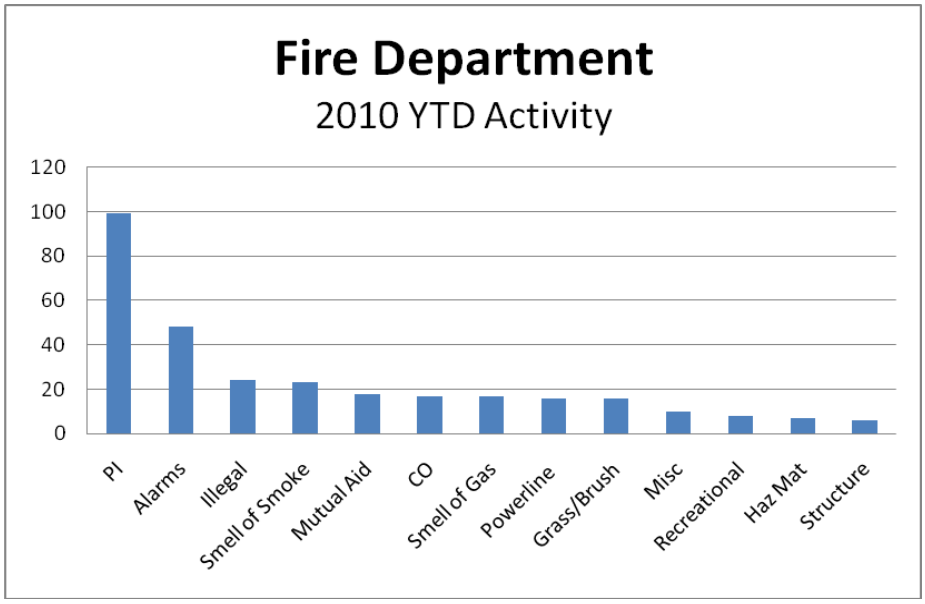
Ramsey Fire Department

3rd Quarter Report 2010

Responses

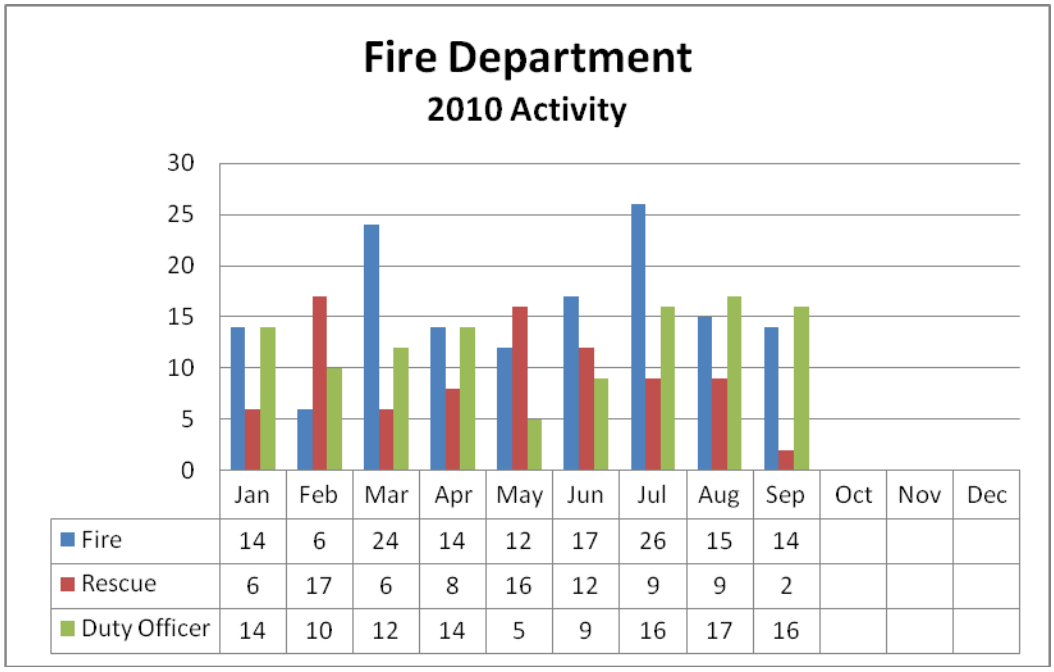
The third quarter of 2010 found the Fire Department responding to 124 calls for service. This compares to 107 for the 2nd quarter. Of the 124 calls, 17 were calls to the Nowthen service area. The third quarter included 2 vehicle fire, 32 personal injury accidents (including 2 extrications), 9 calls for mutual aid, and 1 structure fire in Ramsey. Below are charts illustrating the different types of calls and quantities for both 3rd quarter and YTD:





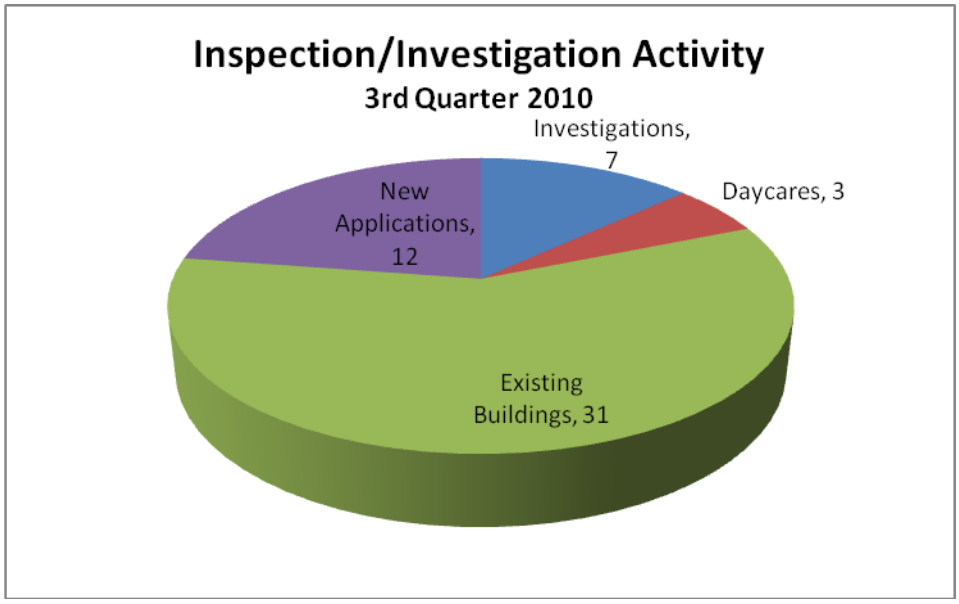
Activity Catagories

Below is a chart illustrating the Fire Department activity broken down into 3 responses: Fire, Rescue and Duty Officer.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Fire	14	6	24	14	12	17	26	15	14			
Rescue	6	17	6	8	16	12	9	9	2			
Duty Officer	14	10	12	14	5	9	16	17	16			

Code Compliance/Investigations



Dept Training

Below is a list of the training topics for the second quarter of 2010:

Date	Topic	Date	Topic
July	No training all month	September 15	Start review/MCI
August 4	Defensive Driving	September 22	Live burn
August 11	Business Meeting	September 29	Major Maintenance
August 18	Dry Hydrant/Water rescue		
August 25	North Memorial Air care		
September 1	Fire streams/Nozzle		
September 8	Business Meeting		

Other training notes:

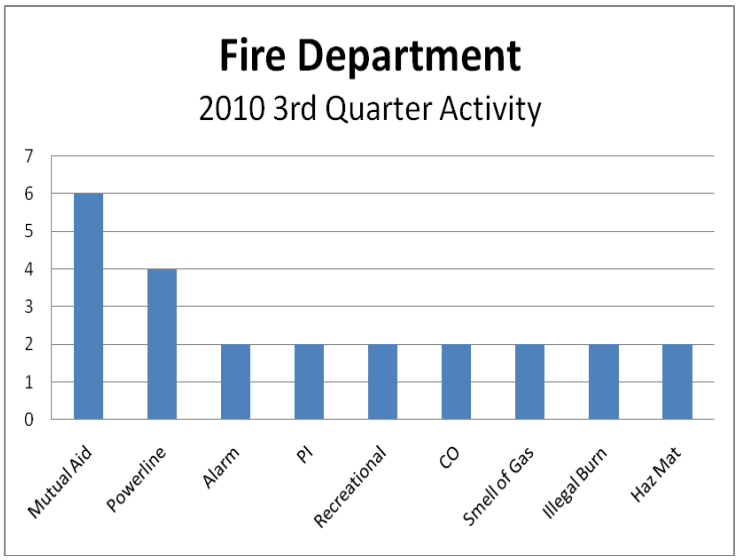
August 21 Mutual Aid Drill --A multiple department training in Anoka at Federal Cartridge

Nowthen Reporting

3rd Quarter 2010

Responses

The Fire Department responded to 17calls in Nowthen. The graph below illustrates those calls and their frequency:



Incident Detail

Incident Detail is listed below without addresses. Nowthen Administrative Staff can be contacted for address information:

		Incident Timeframe
July 1	Alarm sounding (Duty Officer)	1 hour
July 1	PI accident 3 vehicles -1 victim treated & transported	2 hours
July 4	Large bonfire, it was a legal recreational fire (Duty Officer)	1 hour
July 6	Mutual Aid to Elk River	1 hour
July 17	Tree learning on power line, no fire	1 hour
July 17	Power line blocking road	1 hour
July 17	Power line down	1 hour
July 18	Power lines down	1 hour
July 20	Mutual aid to Sherburne County-Big Lake	1 hour
July 23	Possible illegal burn, Actually legal recreational fire	1 hour
July 27	Mutual Aid to Anoka	1 hour
July 27	CO alarm, advised to replace batteries (Duty Office)	1 hour
July 30	Victim trapped under tractor (Extrication)	1 hour
August 6	Illegal burn, homeowner extinguished (Duty Officer)	1 hour
August 6	Illegal burn –burning hay homeowner extinguished (Duty Officer)	1 hour
August 11	CO detector-reset found no problem (Duty Officer)	1 hour
August 23	Propane tank tripped, shut off valve, checked the area found no LEL	1 hour
August 28	Mutual Aid to Andover. Held in Quarters	1 Hour
September 9	Mutual Aid to Andover	1 Hour
September 17	Propane Gas odor reported, no smell or gas and detected zero on detector	1 hour
September 18	Odor of rotten eggs, actually farmer spread manure . No problem	1 hour
September 21	Fire Alarm, workers on site changing bad detectors	1 hour
September 28	Mutual Aid backfill Oak Grove station, went to scene to help overhaul	5 hour

Fees for Service

The table below illustrates the fees for service for the 3rd quarter of 2010. Figures in parenthesis (xxx) indicate amounts the City of Ramsey is responsible for:

Month	Staff Costs Training, Meetings, Events	Staff Costs Incident Calls to Nowthen	Truck Fees Ramsey Responsibility	Truck Fees Nowthen Responsibility
July	$ 0	$1080.92	($100)	$900
August	$1262.24	$489.44	($200)	n/a
September	$2,202.48	$644.00	($400)	n/a

CC Regular Session **Item #: 5. 2.**

Date: 11/23/2010

By: Kathy Schmitz
Administrative Services

Information

Title:

Note the Following Meeting Minutes:

Background:

a) Board of Adjustment, Regular Meeting, September 2, 2010
b) Environmental Policy Board, Regular Meeting, October 4, 2010
c) Planning Commission, Regular Meeting, October 7, 2010

Council Action:

Note Meeting Minutes.

Attachments

Board of Adjustment Minutes
EPB Minutes
Planning Commission Minutes

Form Review

Inbox	Reviewed By	Date
Heidi Nelson	Jo Thieling	11/18/2010 11:47 AM
Kurt Ulrich	Jo Thieling	11/18/2010 11:48 AM
Form Started By: Kathy Schmitz		Started On: 11/18/2010 11:19 AM
Final Approval Date: 11/18/2010		

BOARD OF ADJUSTMENT
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey Board of Adjustment conducted a regular meeting on Thursday, September 2, 2010, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Gary Van Scoy Board Member Ralph Brauer Board Member Andrew Dunaway Board Member Gary Levine Board Member Bryan Rogers
Members Absent:	Board Member Teresa Cleveland
Also Present:	Planning Manager Amber Miller Associate Planner Tim Gladhill

CALL TO ORDER

Chairperson Van Scoy called the regular meeting to order at 7:02 p.m.

CITIZEN INPUT

There was none.

APPROVAL OF AGENDA

Motion by Board Member Levine, seconded by Board Member Dunaway, to approve the agenda as presented.

Motion Carried. Voting Yes: Chairperson Van Scoy, Board Members Levine, Dunaway, Brauer, and Rogers. Voting No: None. Absent: Board Member Cleveland.

APPROVAL OF MINUTES

Motion by Board Member Levine, seconded by Board Member Brauer, to approve the following minutes as presented:

1) Board of Adjustment public hearing and regular meeting minutes dated August 5, 2010

Motion Carried. Voting Yes: Chairperson Van Scoy, Board Members Levine, Brauer, Dunaway, and, Rogers. Voting No: None. Absent: Board Member Cleveland.

PUBLIC HEARINGS/BOARD BUSINESS

Case #1: Continued - Request for a Variance to Construct a Detached Accessory Building Nearer the Front Property Line than the Principal Structure at 16151 Olivine Street NW; Case of Colin and Laura Hogue

Presentation

Associate Planner Gladhill presented the Staff Report.

Board Business

Board Member Brauer questioned if the case could be tabled until the discussion of variances comes before the City Council.

Associate Planner Gladhill stated that the 60 day extension is coming to an end and a decision would need to be made at this meeting, unless the applicant approved another extension. No action by the Board tonight would mean automatic approval per State Statute.

Chairperson Van Scoy stated that he was out to the property and it is his opinion that the accessory structure location could be moved to the north and a variance would not be required to give reasonable use of the property. He does not see a hardship locating it there.

Board Member Rogers stated he also went out to the property and concurs with Chairperson Van Scoy that it would be difficult to prove a hardship moving the location to the north.

Board Member Levine stated he was in support of this variance, however, with the Supreme Court ruling he can no longer be in support of the variance.

Associate Planner Gladhill stated the City is not alone in exploring different ways to be flexible, and are certainly open to discussion. We can look at other ways to be flexible if that is the direction the Board and City Council want to go.

Board Member Levine stated the ruling has taken too much control from the city to be able to work with its citizens.

Board Member Rogers stated that it is a Minnesota Statute that the Supreme Court looked at and defined what you have to do to prove a hardship.

Associate Planner Gladhill stated the decision was made on June 24, 2010. He continued that the Statute goes back to 2004, what we have now is a ruling on how to interpret that Statute. This forces The City to look at other ways to be flexible. The City has zoning updates to do as part of the approved Comprehensive Plan so that is where The City will be having this discussion. The Council will be having a discussion regarding variances next Tuesday that Board Members are invited to attend.
Commissioner Brauer asked where the Board was at with this application.

Associate Planner Gladhill stated there are two options, one there is an approved Findings of Fact so the Board could move forward with the Variance; or the Board could reopen the Findings of Fact, discuss the findings and adopt new Findings of Fact and then discuss the Variance.

Board Member Dunaway stated the power lines might be something that is unique to other properties that would create issues for the homeowner. He requested information regarding the discussions of past meetings.

Associate Planner Gladhill updated the Board on past meeting discussions.

Chairperson Van Scoy requested clarification on the power line location.

Associate Planner Gladhill showed maps and pictures to the Board as to where the power lines were located. He stated there is not an easement that requires the structure to be a certain distance from the power line.

Motion by Board Member Brauer, seconded by Chairperson Van Scoy to re-open the Findings of Fact.

Motion carried. Voting Yes Chairperson Van Scoy, Board Members Brauer, Dunaway, and Rogers. Voting No: Board Member Levine. Absent Board Member Cleveland.

Further Discussion

Board Member Brauer questioned if the Variance is denied are the applicants able to come back with an alternate plan.

Associate Planner Gladhill stated the applicants do have the option to appeal to the City Council. In a year maybe there will be different processes in our City Code to allow for more flexibility.

Board Member Brauer asked if the Board could hear from the applicant since there were three members absent at the last meeting.

Colin and Laura Hogue, 16151 Olivine Street, the applicants, stated their frustration with the whole process.

The applicant's builder discussed the drainage and screening of the applicant's proposed location.

Board Member Rogers stated he sympathizes with the applicants, there is plenty of screening for the building, but no reasonable use without the Variance has to be proven. Going forward The City can see if it can loosen up city guidelines, unfortunately the Supreme Court has set the precedence.

Board Member Dunaway stated no one wants to say no to the property owner. He would like the applicants to put it where they want as long as it is within the guidelines.

Board Member Brauer stated that from the time the Board first heard about this, through the time that he missed and tonight's meeting the topography issue has shifted from in front of the garage to the rear of the garage, the topography between the garage and the metal shed. He continued it seems we have two sights we are looking at. The one close to the house is not an alternative, might be if you go out the front. The second sight north into where the garden area is located is the location that the Board needs to hear the undue hardship from the applicant. He understands that the hardship is the distance between the sight and the metal building in back of it.

Mr. Hogue stated that he agreed that is the hardship as well as the high peak would make gutters necessary. In Mr. Hogue's location the water would split at the peak and water his trees on one side and the garden on the other side.

Planning Manager Miller stated that the City Engineer stated at the last meeting that the low spot is in the rear of the yard and if you put gutters on the building and drain tile you could direct the drainage from the building and it would naturally drain to the corner and around to the rear.

Discussion ensued regarding the slope and drainage.

Board Member Brauer stated that the Board unfortunately has to go by the law.

Ms. Hogue stated this is the third time they had been before the board, and wondered why the Supreme Court decision hadn't come up before.

Planning Manager Miller stated that Staff was not aware of it at that time.

Board Member Levine stated the City didn't understand an interpretation until last month. He told the applicant if the vote does not go their way, there is the appeal process and they certainly have the right to appeal and would encourage that.

Chairperson Van Scoy stated the Board looks for flexibility within the ordinances; however, they are obligated to operate within those ordinances.

Board Members discussed Finding of Fact numbers 24 and 25.

Motion by Chairperson Van Scoy, seconded by Board Member Levine that the Board rescind Resolution #10-08-168 adopting findings of fact #0873 and adopt Resolution #10-09-198 adopting findings of fact #0875 not favorable to the applicant with number 24 to read "The City finds there is an acceptable alternative site to the north of the primary structure no nearer the front property line".

Motion failed. Voting Yes: Chairperson Van Scoy, Board Member Rogers. Voting No: Board Members Dunaway and Levine. Abstain: Board Member Brauer. Absent: Board Member Cleveland.

Motion by Board Member Brauer, seconded by Chairperson Van Scoy the Board rescind Resolution #10-08-168 adopting findings of fact #0873 and adopt Resolution #10-09-198

adopting findings of fact #0875 not favorable to the applicant with number 24 to read "The City finds that there is an acceptable location to the north of the structure and located no nearer the front property line than that of the principle structure and the City finds that said location does not negatively impact the existing drainage pattern as testified by the City Engineer".

Motion carried. Voting Yes: Chairperson Van Scoy, Board Members Brauer, and Rogers. Voting No: Board Members Dunaway and Levine. Absent: Board Member Cleveland.

Motion by Chairperson Van Scoy, seconded by Board Member Brauer to deny the issuance of a variance to construct an accessory structure nearer the front property line than the principal structure, based on findings of fact.

Motion carried. Voting Yes: Chairperson Van Scoy, Board Members Brauer, and Rogers. Voting No: Board Members Dunaway and Levine. Absent: Board Member Cleveland.

BOARD INPUT

None

Motion by Board Member Levine, seconded by Chairperson Van Scoy, to adjourn the meeting.

Motion Carried. Voting Yes: Chairperson Van Scoy, Board Members Levine, Brauer, Dunaway, and Rogers. Voting No: None. Absent: Board Member Cleveland.

ADJOURNMENT

The regular meeting of the Board of Adjustment adjourned at 8:14 p.m.

Respectfully submitted,

_____
Amber Miller
Planning Manager

ATTEST:

_____
JoAnn Shaw
Community Development Secretary

ENVIRONMENTAL POLICY BOARD
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

On Monday, October 4, 2010, the Environmental Policy Board (EPB) met in the Mississippi River Conference Room at the Ramsey Municipal Center, 7550 Sunwood Drive N.W., Ramsey, Minnesota.

Members Present:	Chairperson Michael Max Board Member John Freeburg Board Member Bob Bentz Board Member Trent Hassett Board Member Kathleen Riley-Daniels Board Member Thomas Stodola
Members Absent:	Board Member John Enstrom
Also Present:	Environmental Coordinator Chris Anderson Councilmember Jeff Wise

CALL TO ORDER

Chairperson Max called the meeting to order at 6:34 p.m.

CITIZEN INPUT

None.

APPROVAL OF AGENDA

Motion by Board Member Hassett and seconded by Board Member Riley-Daniels to approve the agenda as submitted.

Motion carried. Voting Yes: Chairperson Max, Board Members Freeburg, Hassett, Riley-Daniels, Stodola and Bentz. Voting No: None. Absent: Board Member Enstrom.

APPROVAL OF ENVIRONMENTAL POLICY BOARD MINUTES

Motion by Board Member Riley-Daniels and seconded by Board Member Freeburg to approve the regular meeting minutes dated August 2, 2010 as submitted.

Motion carried. Voting Yes: Chairperson Max, Board Members Freeburg, Hassett, Riley-Daniels, Stodola and Bentz. Voting No: None. Absent: Board Member Enstrom
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POLICY BOARD BUSINESS

Case #1: Yard Waste Drop-Off Site

Environmental Coordinator Anderson presented the staff report and reiterated the concern of how this type of a program would be funded.

Discussion ensued about the two conceptual options, one being a full compost site and one being more of a yard waste drop off site.

General consensus of the Board was that if this were to be exclusively a public operation, than it would certainly need to be looked at as just a drop off site rather than a true compost site.

Some of the thoughts that the Board had were:

- Look into a possible curbside option where during a specified time in the fall, residents could purchase stickers (or something similar) and then set out bags of yard waste for collection.
- Either in place of the fall recycling event or sometime after that event, hold a yard waste collection event over a weekend or a couple of week nights.
- Explore possible joint services opportunities with surrounding communities.
- Explore possible private/public partnership.
- Research if utilizing any of the SCORE funding is a possibility to fund a collection event.

Environmental Coordinator Anderson stated that he will try and research these ideas and will report back to the Board.

BOARD/STAFF INPUT

Board Member Freeburg distributed an article from the LA Times titled "Building with Wolves: Their reintroduction into Yellowstone has helped restore an entire ecosystem lost when the creatures were exterminated decades ago".

Environmental Coordinator Anderson informed the Board that a site in The COR has been awarded the VA Clinic and that the developer would like to break ground yet this year.

ADJOURNMENT

Motion by Board Member Riley-Daniels and seconded by Board Member Freeburg to adjourn the meeting.

The meeting adjourned at 7:39 p.m.

Respectfully submitted,

_____

Chris Anderson
Environmental Coordinator

PLANNING COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey Planning Commission conducted a regular meeting on Thursday, October 7, 2010, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Vice Chairperson Gary Van Scoy Commissioner Ralph Brauer Commissioner Teresa Cleveland Commissioner Andrew Dunaway Commissioner Ralph Hunt Commissioner Bryan Rogers
Members Absent:	Chairperson Levine
Also Present:	Planning Manager Amber Miller Associate Planner Tim Gladhill City Engineer Tim Himmer

CALL TO ORDER

Vice Chairperson Van Scoy called the regular meeting to order at 7:00 p.m.

CITIZEN INPUT

APPROVAL OF AGENDA

Motion by Commissioner Dunaway, seconded by Commissioner Cleveland, to approve the agenda as presented.

Motion Carried. Voting Yes: Vice Chairperson Van Scoy, Commissioners, Dunaway, Cleveland, Brauer, and Rogers. Voting No: None. Absent: Chairperson Levine.

APPROVE PLANNING COMMISSION MINUTES

Motion by Vice Chairperson Van Scoy, seconded by Commissioner Brauer, to amend the September 16, 2010 to state in Case #1 that the Commission would like to suggest review of the sign ordinance specifically the billboards.

Motion Carried. Voting Yes: Vice Chairperson Van Scoy, Commissioners Brauer, Cleveland, and Rogers. Voting No: None. Abstain: Commissioner Dunaway. Absent: Chairperson Levine.

Motion by Commissioner Cleveland, seconded by Commissioner Brauer to approve the following amended minutes:

1) Planning Commission special meeting minutes dated September 16, 2010.

Motion Carried. Voting Yes: Vice Chairperson Van Scoy, Commissioners Cleveland Brauer, and Rogers. Voting No: None. Abstain: Commissioner Dunaway. Absent: Chairperson Levine.

NOTE CITY COUNCIL MINUTES

The following Council minutes were noted:

1) City Council regular meeting minutes dated August 10, 2010
2) City Council regular meeting minutes dated August 24, 2010
3) City Council regular meeting minutes dated September 14, 2010

PUBLIC HEARINGS/COMMISSION BUSINESS

Case #1: Public Hearing – Request for a Home Occupation Permit to Operate a Lawn Care and Landscape Service at 14200 Tungsten St. NW; Case of Justin Dahl

Public Hearing

Vice Chairperson Van Scoy called the public hearing to order at 7:04 p.m.

Presentation

Associate Planner Gladhill presented the staff report.

Citizen Input

Justin Dahl, 14200 Tungsten Street, the applicant stated the employees that do come to the house are there only three or four times a week. The employee vehicles are parked in the driveway or on the street in front of the house.

Associate Planner Gladhill stated the ordinance states no parking on the street during the hours of 2:00 a.m. to 6:00 a.m., however it is encouraged to park in the driveway when it is related to a home occupation.

Mr. Dahl stated the business owns three vehicles, he has two trailers at the house, a bobcat not at his house, blazer not at his house, a Ford F350 and F150 at his house. He stated he does very minimal onsite maintenance on his vehicles. The 6x12 trailer, black trailer, red F150 and black Ford F350 are stored outside, he continued that he tries to park them uniformly, he does the best he can to keep it neat.

Vice Chairperson Van Scoy asked if this were not a home business would the parking be an issue.

Associate Planner Gladhill stated under an acre six vehicles are allowed by City Code, and there wasn't concern with the number of vehicles just the commercial nature of the use.

Mr. Dahl stated he thinks an 8 foot fence would look worse than his trailer does.

Commissioner Cleveland asked what was the purpose of the privacy fence.

Associate Planner Gladhill stated that the fence is for screening purposes, the residential off street parking ordinance states that commercial use vehicles and equipment must be 75% screened.

Discussion ensued regarding screening of the trailer and difference between screening of trailers and vehicles.

Betty Johannsen, 14210 Uranium Street, stated the building blocks her view of the pond. She drove by the space and there is a big pickup truck sitting on blocks without any wheels. She stated her concern that this is something that she would be seeing quite often.

Associate Planner Gladhill stated regardless of the home occupation, it would be a violation of the off street parking ordinance and would be followed through with code enforcement procedures. Mr. Dahl would have to abide by the off street parking ordinance.

Mr. Dahl explained the situation with the truck and stated it is now off the premise and in the repair shop.

Vice Chairperson Van Scoy stated the concern was that the truck was on blocks, it was a temporary situation that has been addressed, and verified that it wasn't the applicant's intent to have vehicles sitting around that are not operable.

Douglas Johannsen, 14210 Uranium Street, stated he wanted to clarify that they drove by the house today because of the hearing and that was the reason the question was brought up about the blocks, they don't drive by on a daily basis or they might have known the trucks on the blocks was a temporary situation and then he asked if there was any welding done on the premises. Mr. Dahl shook his head no.

Motion by Vice Chairperson Van Scoy, seconded by Commissioner Dunaway, to close the public hearing.

Motion Carried. Voting Yes: Vice Chairperson Van Scoy, Commissioners Dunaway, Brauer, Cleveland, and Rogers. Voting No: None. Absent: Chairperson Levine.

The public hearing closed at 7:22 p.m.

Commission Business

Commissioner Brauer asked why this is considered a home occupation, if it was because of the meeting of employees at the site.

Associate Planner Gladhill stated it is the number of employees that are arriving on the site and the storage of commercial vehicles and equipment.

Discussion ensued regarding the fence that will be used for screening.

Motion by Commissioner Brauer, seconded by Vice Chairperson Van Scoy, to recommend that City Council adopt the resolution adopting Findings of Fact favorable to the applicant's request.

Motion Carried. Voting Yes: Vice Chairperson Van Scoy, Commissioners Brauer, Cleveland, Dunaway, and Rogers. Voting No: None. Absent: Chairperson Levine.

Motion by Commissioner Brauer, seconded by Vice Chairperson Van Scoy to recommend that City Council adopt the resolution granting approval of a home occupation permit based on the Findings of Fact, with an amendment to number three "established business hours are Monday through Friday between 6:30 a.m. and 9:30 p.m.", number four shall be amended to read five days a week, an amendment to number nine which adds "Must meet the requirements of city code section 117-355 titled residential off street parking", the addition of "Maintenance shall be limited to regular routine maintenance of motor vehicles and equipment", and the addition of "Employees shall park in the driveway on the subject property".

Motion Carried. Voting Yes: Vice Chairperson Van Scoy, Commissioners Brauer, Cleveland, Dunaway, and Rogers. Voting No: None. Absent: Chairperson Levine.

Case #2: Public Hearing – Request for Preliminary Plat Review of Alpha Development and Site Plan Review of Legacy Christian Academy; Case of Colombo Limited Partnership

Public Hearing

Vice Chairperson Van Scoy called the public hearing to order at 7:37 p.m.

Presentation

Planning Manager Miller presented the staff report.

Commissioner Brauer excused himself from the Legacy Christian Academy cases because of his work with schools.

Citizen Input

Vice Chairperson Van Scoy stated he was pleased to see the extension of Bunker Lake to give an additional access. He asked who would bear the cost of improving Puma Street.

Planning Manager Miller stated Puma Street is not currently scheduled to be upgraded. The City will wait until it has an idea of what the development further to the west and the northern parcel of this development are going to look like before they make improvements to Puma Street.

City Engineer Himmer stated no formal decision has been made regarding Puma Street, the feasibility study has to be done and it will be worked through as it goes to final plat.

Mary Groehn, 14915 Puma Street, asked where 116 is going to go.

City Engineer Himmer stated it is proposed to run along the southern boundary of her existing property line, it cannot impact her property unless someone would purchase it from her. One thought is if there is a cul-de-sac up to Puma Street, then their access could be 116. There would only be emergency vehicles on Puma Street. She would not have to put in a new driveway; the access would be solved as part of the development.

Stacy Booth, 15311 Okapi Street stated she has three small kids and her yard is not fenced in. They have been able to enjoy stars at night, crickets, salamanders, and her concern is the additional traffic on Alpine and the Armstrong/Highway 10 intersection, lights from the school blocking the view of the stars at night and the additional noise. Also, the construction noise and dust and how heavy equipment will affect the roads is a concern.

Associate Planner Gladhill stated that the most northern 40 acre residential parcel is not part of this site plan and there is a wetland buffer between the development and the residential parcel.

Mark Junghans, 15351 Marmoset Street, stated the County Road 83 crossing is a very poor crossing, because of the single lane exit at the highway. He finds going to 56, which is a three lane exit onto Highway 10 is a better crossing. He left northeast Minneapolis to get away from the city and the noise. Sports fields, a parking lot and the lighting of both, and the quality of life of watching the wildlife are concerns of his. However, he would rather have a school than multi-story housing. Spoke with someone that lives on the east side of Highway 83 that didn't receive a notice.

Planning Manger Miller stated that the City is required to notify people within 700 feet and there is a public hearing notice published in the Anoka County Union.

Associate Planner Gladhill expanded that there is a land use application sign on the property and it is his understanding that the applicant mailed out to a large portion of the city that this was a project being reviewed by the city.

Mark Hoffman, representative of Lakes Area Home Buyers, stated he owns property in the area, and is in favor of this proposal. A school will bring value to the neighborhood as opposed to more residents and is a better use of the land than multi-family residential.

Ms. Booth requested clarification if this was part of the Meadow Creek Church and if so, how do we know they will be staying at this location very long.

Vice Chairperson Van Scoy stated there is going to be a substantial investment.

Planning Manager Miller added she didn't think they would be going anywhere any time soon. They are currently leasing their space and they will be building this one, so it is a longer term investment.

Planning Manager Miller stated per city regulations the light cannot leave the site. That doesn't directly answer the question of what is going to be lighted or the times, the applicant can answer those questions.

Vice Chairperson Van Scoy stated there are regulations and ordinances in place controlling light pollution.

City Engineer Himmer stated he doesn't see any proposals for the athletic fields in the plans, only lighting for the internal parking. He continued addressing the other concerns and stated Armstrong Boulevard is a traffic concern, three years ago Ramsey Boulevard was upgraded, two years ago Sunfish Boulevard was upgraded, and this year Armstrong was to receive that same upgrade. Council decided to forgo a temporary fix and lobby for a grade separated interchange at Armstrong. In the last month or so the City ran into a little speed bump with Met Council's Transportation Policy Plan, which would make that almost impossible as it is drafted today. It is a safety and transportation issue. He described the road upgrades that are scheduled to be done within the next couple of years. Alpine Drive has a project starting in a month or so, to fix the potholes and put a trail in from Armstrong over to the golf course. Keeping the 40 acre buffer and the wetlands will help with the construction noise and dust and there will be a maintained greenway corridor along this area. The city will be monitoring damage to the existing roads, we are not going to pass any damage fees along to the residents.

Mr. Hoffman, asked if Outlot A was proposed for future residential.

Planning Manager Miller stated it is zoned residential and the Comprehensive Plan future land use is residential.

Mr. Hoffman questioned that it won't necessarily be used by the school but opened up for future development. Planning Manager Miller stated that is correct.

Dave Anderson, representative for Colombo Development and Legacy Christian Academy, stated the team members are present to answer questions. He discussed the design of the roadway and trail easement in the development.

Planning Manager Miller stated that discussion of the trail will be brought to the Park & Recreation Commission on Thursday, October 14th. A decision will be made at final plat.

Further discussion ensued regarding the trail easement.

Troy Gable, Anderson Engineering, discussed the drainage in the development.

Mr. Anderson stated that they intend to comply with code in regards to the site lighting. In the first phase lighting of the athletic fields is not planned, what is lit in the future has not been determined.

Vice Chairperson Van Scoy asked for clarification of the bus loading and drop-off sites.

Bryan Tempest, Cunning Group Architecture showed the Commissioners the bus drop-off and loading sites, which is in the northwest side of the school. He stated this is a typical lay out.

Commissioner Cleveland asked where the students will be parking and if there is enough parking for students and staff.

Mr. Tempest stated the parking would be separate; the students would be parking in the front. They have 240 potential drivers, so with the amount of spaces at 700, there would be plenty of spaces. Planning Manager Miller concurred.

Planning Manager Miller showed the renderings of the school and discussion ensued regarding those renderings and the traffic analysis.

Motion by Commissioner Cleveland, seconded by Commissioner Dunaway, to close the public hearing.

Motion Carried. Voting Yes: Vice Chairperson Van Scoy, Commissioners Cleveland, Dunaway, and Rogers. Voting No: None. Absent: Chairperson Levine and Commissioner Brauer.

The public hearing closed at 8:36 p.m.

Commission Business

Vice Chairperson Van Scoy stated that he thinks it is critical that there is a plan for emergency vehicle access from Puma Street.

Motion by Vice Chairperson Van Scoy, seconded by Commissioner Rogers, to recommend that City Council approve the minor subdivision and the site plan contingent upon compliance with the City Staff Review letter dated September 27, 2010 with the minor changes that were discussed.

Motion Carried. Voting Yes: Vice Chairperson Van Scoy, Commissioners Rogers, Cleveland, and Dunaway. Voting No: None. Absent: Chairperson Levine and Commissioner Brauer.

Case #3 Public Hearing – Request for a Comprehensive Plan Amendment; Case of Colombo Limited Partnership (Legacy Christian Academy)

Public Hearing

Vice Chairperson Van Scoy called the public hearing to order at 8:40 p.m.

Presentation

Planning Manager Miller presented the staff report.

Citizen Input

There was none.

Associate Planner Gladhill stated that the 2030 Comprehensive Plan is now in effect, so the City is able to make amendments to the plan.

Motion by Commissioner Dunaway, seconded by Commissioner Cleveland, to close the public hearing.

Motion Carried. Voting Yes: Vice Chairperson Van Scoy, Commissioners Dunaway, Cleveland, and Rogers. Voting No: None. Absent: Chairperson Levine and Commissioner Brauer.

The public hearing closed at 8:43 p.m.

Commission Business

Planning Manager Miller stated that this is one of the types of amendments that cannot be anticipated in the Comprehensive Planning process. Schools are not something you anticipate. The local school district stated there were no plans for expansion so Public/Quasi-Public was not expected in the planning. This is a type of project you like to have come forward. You can't plan for a private school to come into your community.

Motion by Vice Chairperson Van Scoy, seconded by Commissioner Rogers, to recommend that the City Council adopt the resolution approving the request and authorizing City Staff to submit the Comprehensive Plan Amendment to Metropolitan Council, contingent upon plat and site plan approval.

Motion Carried. Voting Yes: Vice Chairperson Van Scoy, Commissioners Rogers, Cleveland, and Dunaway. Voting No: None. Absent: Chairperson Levine and Commissioner Brauer.

Case #4: Public Hearing – Request to Rezone Property R-1, R-2, R-3 Residential to Public/Quasi Public

Public Hearing

Vice Chairperson Van Scoy called the public hearing to order at 8:44 p.m.

Presentation

Planning Manager Miller presented the staff report.

Citizen Input

Kevin Groothousen, 14915 Puma Street stated that his property has been re-zoned several times and would like to know what his rezoning is and will be after the re-zoning.

Associate Planner Gladhill stated his property is zoned R-3 Residential.

Commissioner Cleveland clarified for the residents that R-1 would be single family homes, R-2 could be townhomes and R-3 could be townhomes or apartments.

Motion by Vice Chairperson Van Scoy, seconded by Commissioner Cleveland, to close the public hearing.

Motion Carried. Voting Yes: Vice Chairperson Van Scoy, Commissioners Cleveland, Dunaway, and Rogers. Voting No: None. Absent: Chairperson Levine and Commissioner Brauer.

The public hearing closed at 8:51 p.m.

Commission Business

Motion by Vice Chairperson Van Scoy, seconded by Commissioner Rogers to recommend that City Council adopt the resolution favorable approving the request for a Zoning Amendment from R-1, R-2 and R-3 Residential to Public/Quasi-Public.

Further Discussion

Commissioner Cleveland stated there have been comments that this is not a tax generating zoning, however, the commission's role is not to make the determination if it generates taxes or not. It is the Commission's role to see if it is a good fit for this parcel of land.

Associate Planner Gladhill clarified that Public/Quasi-Public zoning doesn't necessarily mean it is tax exempt; we also have golf courses in this zoning. It is intended for larger places of assembly. In this case it is tax exempt.

Commissioner Cleveland stated having the school does increase the property values; it is something communities like to have.

Motion Carried. Voting Yes: Vice Chairperson Van Scoy, Commissioners Rogers, Cleveland, and Dunaway. Voting No: None. Absent: Chairperson Levine and Commissioner Brauer.

Motion by Vice Chairperson Van Scoy, seconded by Commissioner Dunaway to recommend that City Council adopt the ordinance to amend the subdivision chapter of the city code regarding this parcel.

Motion Carried. Voting Yes: Vice Chairperson Van Scoy, Commissioners Dunaway, Cleveland, and Rogers. Voting No: None. Absent: Chairperson Levine and Commissioner Brauer.
Commissioner Brauer returned to the meeting at 8:54 p.m.

Case #5: Request for Sketch Plan Review of COR One, First Addition; Case of City of Ramsey Housing and Redevelopment Authority

Presentation

Associate Planner Gladhill presented the staff report.

Commission Business

Darren Lazan, Development Manager for the COR, briefly described the two projects that are being proposed for the subdivision that will be before the Commission in November.

Discussion ensued regarding the entrance and access to the parking ramp, parking ramp extension, and future apartments.

Commissioner Cleveland asked what the traffic patterns were going to look like.

Planning Manager Miller stated as development occurs traffic will slow down, there is restricted access onto Sunwood, and so there will be shared access.

Commissioner Dunaway asked if the Municipal Parking ramp is going to be the primary parking for the apartment complexes.

Mr. Lazan stated the predominant; if not all of the resident parking will be in the ramp.

Vice Chairperson Van Scoy asked what the impact is for the future North Star rail stop parking..

Planning Manager Miller stated that the rail stop has been taken into consideration with this project. The City has received a grant to build the ramp extension and there has to be a number transit spaces available.

Commissioner Brauer stated he understands we are not generating the traffic to get the rail station. He thinks this project will help the City generate the traffic.

Commissioner Cleveland added the school will also help.

Case #6: Staff Update

The Staff Update was noted.

Case #7: Zoning Bulletin

The Zoning Bulletin was noted.

OTHER COMMISSION BUSINESS

Commissioner Brauer stated that Commissioner Hunt's official term ends in December. He had a way of looking at all the different possibilities when looking at the issues, and had the City's interest at heart. It is too bad he can't continue, but he was certainly appreciated while he was here and will be missed.

ADJOURNMENT

Motion by Vice Chairperson Van Scoy, seconded by Commissioner Brauer, to adjourn the meeting.

Motion Carried. Voting Yes: Vice Chairperson Van Scoy, Commissioners Brauer, Cleveland, Dunaway, and Rogers. Voting No: None. Absent: Chairperson Levine.

The regular meeting of the Planning Commission adjourned at 9:22 p.m.

Respectfully submitted,

_____

Amber Miller
Planning Manager

ATTEST:

_____

JoAnn Shaw
Planning Division Secretary

Drafted by JoAnn Shaw

CC Regular Session **Item #: 5. 3.**

Date: 11/23/2010

By: Jo Thieling
Administrative Services

Information

Title:

COUNCIL MEETING SCHEDULE FOR DECEMBER

Background:

The date for the second Council meeting for next month is December 28, 2010. In the past, due to the holidays, Councils have rescheduled that second meeting or canceled it altogether. The Mayor or his designee would come in to City Hall the last week of December to review the bills for payment. Finance Officer Lund would set up that meeting.

Traditionally, the Public Works Committee meeting has been canceled for December as well. The regular date for that meeting would be December 21.

Staff brought this possible change in schedule to Council's attention during input at the work session of November 16. Council agreed the meetings should be canceled and asked staff to place an item on the Consent Agenda to formally cancel the meetings.

Council Action:

Motion to cancel the Council meeting of December 28, 2010.

- and -

Motion to cancel the Public Works Committee meeting of December 21, 2010.

Form Review

Inbox	Reviewed By	Date
Brian Olson	Jo Thieling	11/17/2010 10:32 AM
Brian Olson	Jo Thieling	11/17/2010 10:32 AM
Jo Thieling (Originator)	Jo Thieling	11/17/2010 11:07 AM
Heidi Nelson	Heidi Nelson	11/17/2010 12:35 PM
Kurt Ulrich	Jo Thieling	11/17/2010 01:18 PM
Form Started By: Jo Thieling		Started On: 11/16/2010 12:49 PM
Final Approval Date: 11/17/2010		

CC Regular Session **Item #: 5. 4.**

Date: 11/23/2010

By: Jo Thieling
Administrative Services

Information

Title:

Consider Amending QDP & JBT Alliance TIF Agreement

Background:

In October 2009, the City entered into a TIF Development Agreement with QDP & JBT Alliance LLC, which is a Minnesota limited liability company comprised of QDP Properties, LLC and JBT, LLC. The plan for the Alliance LLC was that it would build and own a building on Sunfish Lake Boulevard to be occupied by both of the individual LLCs. The City's TIF Agreement provided for subsidy in the form of land, which was RLS No. 251. The City conveyed the land to the Alliance and the building was built. Since then, the two LLCs have decided to go their separate ways as to the building ownership. The building built is a zero lot line or common wall structure so each entity can easily occupy their separate space and the land has now been replatted as a Common Interest Community (CIC).

For their permanent financing requirements, the two LLCs are asking the City to amend its TIF Agreement, assigning to each separate LLC one-half of the subsidy and, of course, each entity will assume one-half of the TIF Agreement's obligations. The TIF Agreement does provide for assignment and assumption.

Recommendation:

Authorize an amendment to the referenced TIF Agreement to permit an assignment and assumption of one-half of its benefits and obligations.

Council Action:

Motion to authorize an amendment to the October 14, 2009 Contract for Private Development Between the City of Ramsey, Minnesota, and QDP & JBT Alliance, LLC, by permitting it to be assigned and assumed equally by QDP Properties, LLC, a Minnesota limited liability company, and JBT, LLC, a Minnesota limited liability company. The final legal form of the new documents are subject to City Attorney review and direction.

Form Review

Inbox	Reviewed By	Date
Jo Thieling (Originator)	Jo Thieling	11/18/2010 12:32 PM
Heidi Nelson	Heidi Nelson	11/18/2010 02:10 PM
Kurt Ulrich	Jo Thieling	11/18/2010 03:37 PM
Form Started By: Jo Thieling		Started On: 11/18/2010 12:24 PM
Final Approval Date: 11/18/2010		

CC Regular Session **Item #: 5. 5.**

Date: 11/23/2010

By: Tim Himmer
Engineering/Public Works

Information

Title:

CONSIDER AMENDMENT TO THE FARE REIMBURSEMENT AGREEMENT WITH THE METROPOLITAN COUNCIL FOR THE RAMSEY STAR EXPRESS BUS SERVICE

Background:

The original fare reimbursement agreement with the Met Council, for the Ramsey Star Express bus service, is set to expire at the end of the year. The proposed first amendment will extend the timeline of the existing agreement to March 31, 2011. The Met Council is currently evaluating additional updates and changes to all fare reimbursement agreements, but it will take some time for a complete analysis and drafting. Until such time the original terms of the agreement will remain in place until a new agreement is created and brought forward to the City Council for consideration. This amendment does not lock the City into anything additional, it just extends the timeline of the existing contract.

Council Action:

Accept the FIRST AMENDMENT TO THE AGREEMENT FOR TRANSIT CONVENIENCE/PREPAID FARE REIMBURSEMENTS BETWEEN THE METROPOLITAN COUNCIL AND THE CITY OF RAMSEY.

Attachments

Fare Reimbursement Agreement

Form Review

Inbox	Reviewed By	Date
John Nelson	Amy Dietl	11/16/2010 11:40 AM
Brian Olson	Amy Dietl	11/16/2010 11:48 AM
Tim Himmer (Originator)	Tim Himmer	11/16/2010 11:53 AM
John Nelson	Amy Dietl	11/16/2010 11:55 AM
Brian Olson	Brian Olson	11/16/2010 01:02 PM
Kurt Ulrich	Kurt Ulrich	11/18/2010 03:36 PM
Form Started By: Tim Himmer		Started On: 11/16/2010 10:06 AM
Final Approval Date: 11/18/2010		

FIRST AMENDMENT TO AGREEMENT FOR
TRANSIT CONVENIENCE/PREPAID FARE REIMBURSEMENTS
BETWEEN THE METROPOLITAN COUNCIL AND
THE CITY OF RAMSEY

The Metropolitan Council (the "Council") and the City of Ramsey (the "Provider") agree that the Transit Convenience/Fare Reimbursement Agreement entered into on March 10, 2010 shall be amended in the following particulars:

1. Duration of Agreement; Termination. The parties agree that the term of the Transit Convenience/Fare Reimbursement Agreement shown under Section 13 shall be changed to extend to March 31, 2011.

2. Reporting of Data and Requests for Reimbursement. The parties agree that the Provider shall submit the Convenience Fares and Reimbursement Tracking Form and invoice for each billing cycle no later than 90 calendar days after the end of the billing cycle. The parties also agree that the Convenience Fares and Reimbursement Tracking Form and invoice shall be submitted to the following address or such other address as the Council may designate in writing to the Provider:

Metro Transit
560 Sixth Avenue North
Minneapolis, MN 55411-4398
Attn: Rich Moore
Richard.moore@metc.state.mn.us
(612) 349-7709

3. Council Review of Forms and Invoices; Payment. Undisputed invoices that not paid by the Council within 30 calendar days from receipt of the invoice are subject to a 1.5% late fee.

4. Ratification. The remaining provisions of the above-referenced agreement shall remain in full force and effect without change except as amended above.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives. This amendment is effective upon final execution by both parties.

Approved as to Form:

_____
Office of General Counsel

METROPOLITAN COUNCIL

By: _____
Regional Administrator

Date: _____

Approved as to Form:

_____
City Attorney

City of Ramsey:

By: _____

Its: _____

Date: _____

CC Regular Session **Item #: 5. 6.**

Date: 11/23/2010

By: Len Linton
Engineering/Public Works

Information

Title:

Consider Application for Reissuance of NPDES Phase II Permit

Background:

The United States Environmental Protection Agency (EPA) developed the requirements for the National Pollutant Discharge Elimination System Phase II program. The Minnesota program is administered by the Minnesota Pollution Control Agency (MPCA). The City of Ramsey applied for and recieved coverage under the Minnesota permit in 2003. The Minnesota permit was reissued in 2006 after the MPCA resolved court challenges to the original permit. The EPA requires that the permit be reissued every 5 years. The MPCA will be reissuing the permit in May 2011. State law requires submittal of the application for coverage 180 days before the permit is issued.

The City of Ramsey has developed a Storm Water Pollution Prevention Program (SWPPP) and adopted ordinances supporting the SWPPP. The new permit will continue to use the SWPPP and ordinances to enhance storm water quality in the City.

Recommendation:

Staff recommends authorizing Application for Reissuance of the National Pollution Discharge Elimination System Phase II permit.

Council Action:

Motion to approve Resolution 10-11-xxx authorizing Application for Reissuance of the National Pollution Discharge Elimination System Phase II Permit.

Fiscal Impact

Budgeted Y/N:

Budgeted Year:

Fund:

Funding:

The required $400 permit fee will come from the Stormwater Utility Fund.

Attachments

Resolution
permit Application

Form Review

Inbox	Reviewed By	Date
Tim Himmer	Tim Himmer	11/16/2010 01:32 PM
Tim Himmer	Tim Himmer	11/16/2010 01:32 PM
Brian Olson	Brian Olson	11/17/2010 11:51 AM
Tim Himmer	Tim Himmer	11/17/2010 11:52 AM
Brian Olson	Brian Olson	11/17/2010 01:47 PM
Kurt Ulrich	Kurt Ulrich	11/18/2010 03:36 PM

Form Started By: Len Linton Started On: 11/16/2010 11:44 AM
Final Approval Date: 11/18/2010

RESOLUTION # 10-11-XXX

RESOLUTION AUTHORIZING APPLICATION FOR REISSUANCE OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PHASE II PERMIT

WHEREAS, reissuance of the National Pollution Discharge Elimination System's (NPDES) Phase II permit is required by the United States Environmental Protection Agency (USEPA); and

WHEREAS, the Minnesota Pollution Control Agency (MPCA) is the agency responsible for enforcing the National Pollution Discharge Elimination System's (NPDES) Phase II reissuance; and

WHEREAS, The City of Ramsey applied for and received coverage under the current permit in 2003; and

WHEREAS, the City Council adopted a Storm Water Pollution Prevention Plan (SWPPP) that included the vision for the City's response to water quality protection given budgetary concerns; and

WHEREAS, submitting the application indicates the City of Ramseyôs intent to continue the permitted activites ; and

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

The Ramsey City Council hereby authorizes the City Administrator to sign the permit application for the reissuance of the National Pollution Discharge Elimination System General Permit.

The motion for adoption of the foregoing resolution was duly seconded by Councilmember and upon vote being taken thereon,

The following voted in favor thereof:

And the following voted against:

And the following abstained:

And the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this of 2010.

_____
Mayor

ATTEST:

Minnesota Pollution Control Agency

Application for

Municipal Separate Storm Sewer Systems (MS4) General Permit

RETURN THIS APPLICATON TO:

Minnesota Pollution Control Agency
Municipal Division
520 Lafayette Road North
St. Paul, MN 55155-4194

I. MS4 Information

A. Application Type

X
[X] Application for re-issuance of coverage (this MS4 applied in 2006)
[ ] New applicant (this MS4 has no previous application for MS4 coverage on file at MPCA)

B. MS4 Owner (city, county, community, municipality, government agency or other party/entity) with ownership or operational responsibility, or control of the MS4.

City of Ramsey
(City, county, municipality, government agency or other party/entity)

7550 Sunwood Drive
Mailing Address

Ramsey | MN | 55303
City | *State* | *Zip Code*

Anoka
County

41-0910467 | 9528086
Federal Tax ID | *State Tax ID*

C. General Contact (director, department head, MS4 coordinator, consultant or other person with SWPPP implementation responsibility) for all general correspondence about Permit compliance issues between the MPCA and your MS4.

Linton | Leonard | Civil Engineer II
Last Name | *First Name* | *Title*

7550 Sunwood Drive
Mailing Address

Ramsey | MN | 55303
City | *State* | *Zip Code*

763 433-9834 | llinton@ci.ramsey.mn.us
Telephone (include area code) | *E-Mail Address*

II. Application Fee

Is the required $400 Permit Application Fee (payable to the MPCA) enclosed? [X] Yes

III. Owner or Operator Certification

The person with overall, MS4 legal responsibility must sign the application. This person shall be duly authorized to sign the application and may be either a principal executive officer or ranking elected official (Minn. R. 7001.0060).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons, who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete (Minn. R. 7001.0070).

Please note: The MPCA is currently developing a reissuance of the MS4 General Permit. After the Permit is reissued, you will receive information from the MPCA regarding the additional information you will need to submit.

Further information on reissuance of the MS4 General Permit is available on the MPCA Municipal Stormwater Web site at:
http://www.pca.state.mn.us/index.php/water/water-types-and-programs/stormwater/municipal-stormwater/ms4-general-permit-reissuance-2011.html

Authorized Signature of the person with overall, MS4 legal responsibility must sign the application (principal executive officer or a ranking elected official).

X

Authorized Signature *Date*

Ulrich	Kurt	City Administrator
Last Name	*First Name*	*Title*

7550 Sunwood Drive		
Mailing Address		
Ramsey	MN	55303
City	*State*	*Zip Code*
763 433-9845	kulrich@ci.ramsey.mn.us	
Telephone (include area code)	*E-Mail Address*	

CC Regular Session **Item #: 5. 7.**

Date: 11/23/2010

By: Jackie Lipski
Finance

Information

Title:

Adopt Resolution #10-11-XXX Approving Cash Disbursements Made and authorizing Payment of Accounts Payable Invoicing Received During the Period of November 4, 2010 through November 17, 2010

Background:

Attached is the resoution approving cash disbursements made and authorizing payment of same. The list of bills is also attached.

Council Action:

Motion to adopt Resolution #10-11-XXX Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing received during the Period of November 4, 2010 through November 17, 2010.

Attachments

Bills Resolution
BILLSLIST 11/23/2010

Form Review

Inbox	Reviewed By	Date
Diana Lund	Jo Thieling	11/17/2010 10:57 AM
Jo Thieling	Jo Thieling	11/17/2010 11:45 AM
Kurt Ulrich	Jo Thieling	11/17/2010 01:18 PM
Form Started By: Jackie Lipski		Started On: 11/17/2010 10:42 AM
Final Approval Date: 11/17/2010		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #10-11-XXX

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF NOVEMBER 4, 2010 THROUGH NOVEMBER 17, 2010

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of November 4, 2010, through November 17, 2010, in the amount of $790,090.28; and

WHEREAS, the City Council of the City of Ramsey is required to authorize payment for all disbursement transactions.

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

1) That the Ramsey City Council hereby approves the cash disbursements made and authorizes payment of the accounts payable invoices as detailed in the attached Bills List for the period November 4, 2010 through November 17, 2010, in the amount of $790,090.28.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of November 2010.

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF RAMSEY - FINANCE OFFICE Printed 11/17/2010

RAMSEY CITY COUNCIL MEETING

11/23/2010

BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Purchase Journal:	
Prepaids 11/4/10-11/17/10	185,673.06
Accounts Payable 11/17/10	209,544.08
Payroll 11/10/10	123,172.34
Pay Estimates- Projects	271,700.80

TOTAL SUBMITTED FOR APPROVAL THIS MEETING **$ 790,090.28**

		APPROVED PREV. MTG	2010 Y.T.D.
DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:			
	NET PAYROLL TOTAL	$ 168,840.85	$ 3,036,298.58
-	CORRECTION TO PAYROLL		
	PREPAIDS	135,967.83	6,573,905.86
-	PREPAID ADJUSTMENTS		
	WIRE TRANSFERS FOR DEBT SERVICE		1,244,882.51
-	CORRECTION TO D.S.		
	ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
-	BILLS LIST SUBMITTED	144,323.65	4,352,704.28
	ADD (DELETE) BILLS LIST SUBMITTED PAY ESTIMATE(S)		5,104,241.71
-	CHECKS VOIDED	0.00	0.00
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED		**$ 449,132.33**	**$ 20,312,032.94**

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
84166	**11/4/2010**		**110734 CITY OF RAMSEY**							
		136.01	CITY SERVICES 3RD QTR 2010		54649	719019OCT10	9410.6372	00041012	WATER/IRRIGATION	RALF FUNDED PROJECTS
		1,117.96	CITY SERVICES 3RD QTR 2010		54650	444931294OCT10	0194.6372		WATER/IRRIGATION	GENERAL GOVERNMENT BUILDINGS
		101.38	CITY SERVICES 3RD QTR 2010		54651	444931372OCT 10	9240.6372		WATER/IRRIGATION	PARKING RAMP MAINTENANCE
		19.22	ACCT 709988723		54671	110410	9601.4651		WATER REVENUE	WATER FUND
		20.00	ACCT 55994616		54671	110410	9601.4651		WATER REVENUE	WATER FUND
		20.00	ACCT 52894306		54671	110410	9601.4651		WATER REVENUE	WATER FUND
		45.00	ACCT 656119819		54671	110410	9601.4651		WATER REVENUE	WATER FUND
		124.82	ACCT 37102727		54671	110410	9601.4651		WATER REVENUE	WATER FUND
		125.00	ACCT 41813198		54671	110410	9601.4651		WATER REVENUE	WATER FUND
		127.38	ACCT 71892199		54671	110410	9601.4651		WATER REVENUE	WATER FUND
		300.00	ACCT 5742743		54671	110410	9601.4651		WATER REVENUE	WATER FUND
		2,136.77								
84167	**11/4/2010**		**100116 CONNEXUS ENERGY**							
		5.34	9015 175TH LN SIREN 1		54652	444930-300439OC T10	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	16855 NUTRIA ST SIREN 2		54653	444930-300441OC T10	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	7615 173RD AVE SIREN 3		54654	444930-300442OC T10	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	6501 GREEN VALLEY SIREN 4		54655	444930-300443OC T10	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	17201 ST FRANCIS BLVD SIREN 5		54656	444930-300444OC T10	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	5254 179TH LN SIREN 6		54657	444930-300446OC T10	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	16045 ANDRIE ST SIREN 7		54658	444930-300462OC T10	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	7925 161ST AVE SIREN 8		54659	444930-300463OC T10	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	16621 NOWTHEN BLVD SIREN 9		54660	444930-300464OC T10	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	5760 164TH AVE SIREN 10		54661	444930-300465OC T10	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	14900 PUMA ST SIREN 11		54662	444930-300466OC T10	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	7220 152ND LN SIREN 12		54663	444930-300467OC T10	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	6280 153RD AVE SIREN 13		54664	444930-300468OC T10	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	5201 155TH LN SIREN 14		54665	444930-300471OC	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE

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		5.34	7655 HWY 10 NW SIREN 15		54666	444930-300472OC T10	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	6400 BUNKER LK SIREN 16		54667	444930-300474OC T10	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	14501 NOWTHEN BLVD SIREN 17		54668	444930-300475OC T10	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		90.78								
84168	**11/4/2010**		**111211 JOHNSON, ROSS**							
		101.89	1 CASE 2-CYCLE OIL		54669	102910	0220.6281		SMALL TOOLS & MINOR EQUIPMENT	FIRE PROTECTION
		101.89								
84169	**11/4/2010**		**100413 RANDALL AND GOODRICH, P L .C**							
		33.00	OCT 2010 BILLING		54670	110310	9804.6304	00112145	LEGAL FEES	ESCROW ACCOUNTS
		44.00	OCT 2010 BILLING		54670	110310	9410.6304	00041010	LEGAL FEES	RALF FUNDED PROJECTS
		45.00	OCT 2010 BILLING		54670	110310	9605.6315		MISCELLANEOUS PROFESSIONAL SER	STORM WATER UTILITY
		55.00	OCT 2010 BILLING		54670	110310	9295.6304		LEGAL FEES	HOUSING REDEVELOPMENT AUTHORIT
		143.00	OCT 2010 BILLING		54670	110310	9804.6304	00110460	LEGAL FEES	ESCROW ACCOUNTS
		143.00	OCT 2010 BILLING		54670	110310	9804.6304	00112017	LEGAL FEES	ESCROW ACCOUNTS
		210.00	OCT 2010 BILLING		54670	110310	9489.6304		LEGAL FEES	151st & 152nd AVE ROAD IMPROVE
		452.25	OCT 2010 BILLING		54670	110310	9410.6304	00041005	LEGAL FEES	RALF FUNDED PROJECTS
		3,956.00	OCT 2010 BILLING		54670	110310	0161.6304		LEGAL FEES	LEGAL
		5,081.25								
84170	**11/8/2010**		**110734 CITY OF RAMSEY**							
		42.50	ACCT 683817855		54672	110810	9601.4651		WATER REVENUE	WATER FUND
		50.00	ACCT 718262		54672	110810	9601.4651		WATER REVENUE	WATER FUND
		82.62	ACCT 665145659		54672	110810	9601.4651		WATER REVENUE	WATER FUND
		100.13	ACCT 719326		54672	110810	9601.4651		WATER REVENUE	WATER FUND
		118.37	ACCT 718070404		54672	110810	9601.4651		WATER REVENUE	WATER FUND
		128.00	ACCT 719576		54672	110810	9601.4651		WATER REVENUE	WATER FUND
		440.00	ACCT 719551		54672	110810	9601.4651		WATER REVENUE	WATER FUND
		600.00	ACCT 718467		54672	110810	9601.4651		WATER REVENUE	WATER FUND
		1,561.62								
84171	**11/9/2010**		**100297 CENTERPOINT ENERGY**							
		12.90	GAS		54673	8000014064-2OCT 10	9601.6373		GAS	WATER FUND
		12.90	GAS		54673	8000014064-2OCT 10	9602.6373		GAS	SEWER FUND
		12.90	GAS		54673	8000014064-2OCT	9605.6373		GAS	STORM WATER UTILITY

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						10				
		38.70	GAS		54673	8000014064-2OCT 10	0311.6373		GAS	STREET MAINTENANCE
		57.58	GAS		54673	8000014064-2OCT 10	0452.6373		GAS	PARK & RECREATION
		212.23	GAS		54673	8000014064-2OCT 10	0220.6373		GAS	FIRE PROTECTION
		347.21								
84173	**11/9/2010**		**100116 CONNEXUS ENERGY**							
		63.73	NEON ST & 157TH LN		54674	444929-246741OC T10	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		82.98	137TH & DOLOMITE ST		54675	444930-179151OC T10	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		149.77	DYSPROSIUMST & CO RD 5		54676	444930-179173OC T10	9601.6371		ELECTRIC UTILITIES	WATER FUND
		49.95	7275 168TH CURVE		54677	444931-294030OC T10	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		1,817.28	14779 ZEOLITE WELL 8		54678	444931-295820OC T10	9601.6371		ELECTRIC UTILITIES	WATER FUND
		1,107.06	15030 ARMSTRONG WELL 7		54679	444931-296623OC T10	9601.6371		ELECTRIC UTILITIES	WATER FUND
		8.02	16691 QUICKSILVER		54680	444931-293938OC T10	9601.6371		ELECTRIC UTILITIES	WATER FUND
		66.29	161ST LN & 162ND LIFT STAT		54681	444931-290657OC T10	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		1,335.78	7845 CIVIC CENTER WELL 6		54682	444931-284710OC T10	9601.6371		ELECTRIC UTILITIES	WATER FUND
		1,663.13	14200 XKIMO ST		54683	444931-179175OC T10	9601.6371		ELECTRIC UTILITIES	WATER FUND
		1,792.12	7600 BUNKER LK BLVD WELL 5		54684	444932-265207OC T10	9601.6371		ELECTRIC UTILITIES	WATER FUND
		795.86	7601 BUNKER LK BLVD WELL 4		54685	444932-245192OC T 10	9601.6371		ELECTRIC UTILITIES	WATER FUND
		149.79	7301 BUNKER LK WELL 3		54686	444932-240378OC T10	9601.6371		ELECTRIC UTILITIES	WATER FUND
		46.16	HWY 10 & ARMSTRONG		54687	444932-237817OC T10	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		34.70	6362 HWY 10- SIGNAL		54688	444932-299611OC T10	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		171.95	14210 JASPER ST NW		54689	444932-178997OC	0311.6371		ELECTRIC UTILITIES	STREET MAINTENANCE

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		30.61	7201 SUNWOOD DR		54690	444931-292833OC T10	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		33.58	7199 BUNKER LK BLVD		54691	444931-292834OC T10	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		16.95	14100 JASPER ST NW		54692	444930-288329OC T10	9601.6371		ELECTRIC UTILITIES	WATER FUND
		16.95	14100 JASPER ST NW		54692	444930-288329OC T10	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		16.95	14100 JASPER ST NW		54692	444930-288329OC T10	9605.6371		ELECTRIC UTILITIES	STORM WATER UTILITY
		50.86	14100 JASPER ST NW		54692	444930-288329OC T10	0311.6371		ELECTRIC UTILITIES	STREET MAINTENANCE
		39.23	14100 JASPER ST NW		54693	444930-178957OC T10	9605.6371		ELECTRIC UTILITIES	STORM WATER UTILITY
		39.24	14100 JASPER ST NW		54693	444930-178957OC T10	9601.6371		ELECTRIC UTILITIES	WATER FUND
		39.24	14100 JASPER ST NW		54693	444930-178957OC T10	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		117.72	14100 JASPER ST NW		54693	444930-178957OC T10	0311.6371		ELECTRIC UTILITIES	STREET MAINTENANCE
		57.48	14100 JASPER ST NW		54694	444930-178956OC T10	9605.6371		ELECTRIC UTILITIES	STORM WATER UTILITY
		57.50	14100 JASPER ST NW		54694	444930-178956OC T10	9601.6371		ELECTRIC UTILITIES	WATER FUND
		57.50	14100 JASPER ST NW		54694	444930-178956OC T10	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		172.49	14100 JASPER ST NW		54694	444930-178956OC T10	0311.6371		ELECTRIC UTILITIES	STREET MAINTENANCE
		37.22	7200 HWY 10 NW		54695	444929-179115OC T10	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		122.81	5770 155TH LN NW		54696	444929-271363OC T10	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		31.06	15300 ST FRANCIS BLVD		54697	444929-257969OC T10	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		35.35	14861 ST FRANCIS BLVD		54698	444929-257947OC T10	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		30.17	14351 ST FRANCIS BLVD		54699	444929-257960OC T10	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		10,337.48								

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84174	**11/9/2010**		**107962 GENESIS EMPLOYEE BENEFITS**							
		61.40	FLEX/VEBA FEES		54701	10049	0130.6315		MISCELLANEOUS PROFESSIONAL SER	ADMINISTRATION
		215.00	FLEX/VEBA FEES		54701	10049	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		276.40								
84175	**11/9/2010**		**112279 GOLDEN HOME BUILDERS**							
		114.26	ACCT 720075		54702	110910	9601.4651		WATER REVENUE	WATER FUND
		114.26								
84176	**11/9/2010**		**109830 LOWE'S COMPANIES INC**							
		17,201.68	LUMBER & MISC SWEETBAY BOARD.		54703	1769	9804.6315	00107223	MISCELLANEOUS PROFESSIONAL SER	ESCROW ACCOUNTS
		17,201.68								
84177	**11/9/2010**		**112280 OLSON, THOMAS**							
		91.06	ACCT 44193436		54704	110910	9601.4651		WATER REVENUE	WATER FUND
		91.06								
84178	**11/9/2010**		**100379 PETTY CASH - PW**							
		106.57	REIMBURSE PW PETTY CASH		54700	110810	9601.6439		OTHER MISCELLANEOUS	WATER FUND
		106.57								
84241	**11/10/2010**		**107962 GENESIS EMPLOYEE BENEFITS**							
		3,442.56			54707	11091016234311	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		3,442.56								
84242	**11/12/2010**		**100012 ACE SOLID WASTE INC**							
		23,617.70	NOV 2010 CONTRACT RECYCLE		54718	0008023779	9604.6489		OTHER CONTRACTED SERVICES	RECYCLING FUND
		26.60	NOV 2010 TRASH/RECYLE/DEMO		54719	0008024402	9601.6374		REFUSE/RECYCLING	WATER FUND
		26.60	NOV 2010 TRASH/RECYLE/DEMO		54719	0008024402	9602.6374		REFUSE/RECYCLING	SEWER FUND
		26.61	NOV 2010 TRASH/RECYLE/DEMO		54719	0008024402	9605.6374		REFUSE/RECYCLING	STORM WATER UTILITY
		79.81	NOV 2010 TRASH/RECYLE/DEMO		54719	0008024402	0311.6374		REFUSE/RECYCLING	STREET MAINTENANCE
		159.47	NOV 2010 TRASH/RECYLE/DEMO		54719	0008024402	0194.6374		REFUSE/RECYCLING	GENERAL GOVERNMENT BUILDINGS
		216.52	NOV 2010 TRASH/RECYLE/DEMO		54719	0008024402	0452.6374		REFUSE/RECYCLING	PARK & RECREATION
		3,365.02	NOV 2010 TRASH/RECYLE/DEMO		54719	0008024402	9410.6315	00041002	MISCELLANEOUS PROFESSIONAL SER	RALF FUNDED PROJECTS
		27,518.33								
84243	**11/12/2010**		**100041 ANOKA COUNTY HIGHWAY DEPARTMEN**							
		150.00	TRAIL SIGN PERMITS 10-120		54721	110110	0211.6249		MISCELLANEOUS OPERATING SUPPLY	POLICE PROTECTION
		150.00								
84244	**11/12/2010**		**100043 ANOKA COUNTY PROPERTY RECORDS**							
		10,359.91	REAL: 29-32-25-14-0014		54720	111210	9204.6315		MISCELLANEOUS PROFESSIONAL SER	TAX INCREMENT DISTRICT #4

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		10,359.91								
84245	**11/12/2010**		**110734 CITY OF RAMSEY**							
		19.22	ACCT # 666951843		54722	111210	9601.4651		WATER REVENUE	WATER FUND
		19.22	ACCT # 40323049		54722	111210	9601.4651		WATER REVENUE	WATER FUND
		38.44								
84246	**11/12/2010**		**112285 DENNIS BERG CELEBRATION ACCOU**							
		35.00	K. ULRICH RETIRE. CELEBR.		54723	111010	0130.6249		MISCELLANEOUS OPERATING SUPPLY	ADMINISTRATION
		35.00								
84247	**11/12/2010**		**112279 GOLDEN HOME BUILDERS**							
		1,500.00	EROSION - REFUND RA021274		54724	111210	9804.1155.1	00112086	MANUAL-ACCOUNTS RECEIVABLE	ESCROW ACCOUNTS
		1,500.00								
84248	**11/16/2010**		**100116 CONNEXUS ENERGY**							
		95.21	6901 SUNWOOD DR		54828	444931-261725OC T10	9601.6371		ELECTRIC UTILITIES	WATER FUND
		95.21								
84249	**11/16/2010**		**101212 HAMLINE UNIVERSITY**							
		650.00	FALL 10 PUBLIC WRKS J. NELSON		54829	101110	9601.6335		TRAINING	WATER FUND
		650.00	FALL 10 PUBLIC WRKS J. NELSON		54829	101110	9602.6335		TRAINING	SEWER FUND
		1,300.00								
84250	**11/16/2010**		**110286 JOHNSON, JORDAN**							
		100.00	DAM. DEP. REFUND 27031		54830	111010	9804.1160		KEY & DAMAGE DEPOSIT	ESCROW ACCOUNTS
		100.00								
84251	**11/16/2010**		**100404 QWEST**							
		65.35	OCT 2010 BILLING		54831	763422-1452 795OCT10	0452.6321		TELEPHONE	PARK & RECREATION
		65.35								
84252	**11/16/2010**		**100413 RANDALL AND GOODRICH, P L .C**							
		2,919.00	NOV 2010 PROSECUTION BILLING		54832	111510	0161.6304		LEGAL FEES	LEGAL
		2,919.00								
84253	**11/16/2010**		**100510 VERIZON WIRELESS**							
		78.21	SEPT/OCT 2010 BILLING		54833	2476265436	0130.6323		CELLULAR PHONES	ADMINISTRATION
		78.21								

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90100284	**11/10/2010**		**100301 MN CHILD SUPPORT PAYMENT CNTR**							
		339.64			54712	1109101623434	9101.2185		GARNISHMENTS/SUPPORT	GENERAL FUND
		339.64								
90155822	**11/10/2010**		**100398 PUBLIC EMPLOYEES RETIREMENT AS**							
		13,751.82			54713	1109101623435	9101.2174		PERA-EMPLOYEE	GENERAL FUND
		18,297.85			54714	1109101623436	9101.2183		PERA-EMPLOYER	GENERAL FUND
		32,049.67								
90437314	**11/10/2010**		**107784 VILLAGE BANK**							
		9,179.67			54706	11091016234310	9101.2182		FICA & MEDICARE-EMPLOYER	GENERAL FUND
		18,871.08			54716	1109101623438	9101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		9,179.67			54717	1109101623439	9101.2173		FICA & MEDICARE-EMPLOYEE	GENERAL FUND
		37,230.42								
91109917	**11/10/2010**		**100601 MN DEPT OF REV-WH**							
		8,197.93			54715	1109101623437	9101.2172		STATE WITHHOLDING	GENERAL FUND
		8,197.93								
91210711	**11/10/2010**		**100223 ICMA RETIREMENT TRUST 457**							
		2,619.21			54705	1109101623431	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		2,619.21								
99103110	**11/12/2010**		**108768 COMDATA NETWORK INC**							
		.41	0.14 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0311.6223	00000676	GASOLINE	STREET MAINTENANCE
		3.40	1.19 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000665	GASOLINE	PARK & RECREATION
		8.68	3.13 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		9.00	3.04 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		9.06	3.238 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		9.41	3.28 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		9.45	3.29 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		9.55	3.29 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		9.85	3.55 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION

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		9.89	3.57 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		9.94	3.59 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		10.19	3.6 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		10.49	3.65 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		10.78	3.89 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		10.88	3.84 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		10.89	3.75 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000302	GASOLINE	POLICE PROTECTION
		11.00	3.93 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		11.00	3.79 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		11.22	3.96 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		11.34	3.95 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		11.39	3.93 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000641	GASOLINE	PARK & RECREATION
		11.87	4.28 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		11.88	4.13 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		11.88	4.13 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		11.88	4.244 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		11.89	4.14 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		11.98	4.23 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		12.40	4.38 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		12.47	4.34 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		12.69	4.42 GALS LITTLE DUKES		54809	OCT2010 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION

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		12.84	4.47 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		12.85	4.47 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		12.97	4.538 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		13.00	4.594 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		13.00	4.646 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		13.08	4.51 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		13.21	5 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		13.23	4.67 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		13.31	4.63 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		13.35	4.65 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		13.43	4.699 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		13.62	4.697 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		13.65	4.82 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		13.66	4.76 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		13.70	4.62822 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		13.85	5 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000386	GASOLINE	POLICE PROTECTION
		13.86	4.82 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		13.87	4.83 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		13.90	4.84 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		13.91	5.02 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000302	GASOLINE	POLICE PROTECTION

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		14.00	5 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		14.20	4.94 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		14.23	5.02 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		14.27	5.15 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		14.35	5 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000386	GASOLINE	POLICE PROTECTION
		14.42	5.15 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		14.50	5 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0211.6223	00000386	GASOLINE	POLICE PROTECTION
		14.56	5.14 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		14.62	5.095 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		14.63	5.17 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		14.64	5.28 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		14.72	5.11 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		14.75	5.03 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		14.78	5.04 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000302	GASOLINE	POLICE PROTECTION
		14.86	5.25 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		14.95	5.21 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		15.00	5.068 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		15.12	5.216 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		15.16	5.679 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		15.27	5.32 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		15.74	5.48 GALS LITTLE DUKES		54809	OCT2010 COMDATA	0211.6223	00000387	GASOLINE	POLICE PROTECTION

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		15.88	5.42 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		16.02	5.58 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		16.04	5.61 GALS SHELL OIL		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		16.10	5.49 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		16.11	5.81 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		16.13	5.7 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		16.41	5.92 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		16.53	5.76 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		16.54	5.76 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		16.67	5.81 GALS SHELL OIL		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		16.82	6.07 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		16.83	5.94 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		16.85	5.95 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		16.92	6.1 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		17.07	6.03 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		17.07	6.03 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		17.15	6.19 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		17.17	6.133 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		17.22	6.08 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		17.27	6.01 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION

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		17.31	6.25 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		17.40	6.22 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		17.42	6.07 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		17.57	6.12 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		17.60	6.13 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		17.77	6.19 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		17.81	6.43 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		17.98	6.26 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		18.04	6.51 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		18.05	6.228 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		18.20	6.21 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		18.35	6.39 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		18.49	6.67 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		18.74	6.62 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		18.82	6.42 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000385	GASOLINE	POLICE PROTECTION
		18.84	6.43 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		19.00	6.553 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		19.13	6.59 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		19.28	6.65 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		19.39	6.688 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		19.65	6.85 GALS LITTLE DUKES		54809	OCT2010 COMDATA	0211.6223	00000392	GASOLINE	POLICE PROTECTION

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		19.75	6.81 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		19.79	6.89 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		19.80	6.69 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		19.88	6.92 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		20.00	7.19 GALS CASEYS GNRL STRE		54809	OCT2010 COMDATA FUEL	0452.6223	00000674	GASOLINE	PARK & RECREATION
		20.09	7 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		20.42	6.97 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		20.74	7.86 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		20.79	7.09 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		20.83	7.362 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		20.86	7.196 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		21.24	7.5 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		21.28	7.41 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		21.76	7.42 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		21.77	7.58 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		21.79	7.59 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		21.83	7.45 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		21.86	7.72 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		21.89	7.9 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		21.97	7.65 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION

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		22.18	7.757 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		22.20	7.84 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		22.27	7.76 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		22.40	7.834 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		22.45	7.93 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000364	GASOLINE	POLICE PROTECTION
		22.46	7.82 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		22.62	8.17 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		22.67	7.661 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		22.72	8.2 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		22.79	8.05 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		22.84	7.96 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000302	GASOLINE	POLICE PROTECTION
		23.06	8.03 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		23.18	8.19 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
		23.37	8.14 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		23.50	8.219 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000386	GASOLINE	POLICE PROTECTION
		23.70	8.18 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0211.6223	00000386	GASOLINE	POLICE PROTECTION
		23.80	8.41 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		23.96	8.18 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000302	GASOLINE	POLICE PROTECTION
		24.09	8.14 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		24.11	8.49 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		24.13	8.62 GALS SHELL OIL		54809	OCT2010 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION

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		24.24	8.56 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		24.36	8.49 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		24.74	8.62 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		24.74	8.62 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0194.6223	00000405	GASOLINE	GENERAL GOVERNMENT BUILDINGS
		24.97	9.01 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000302	GASOLINE	POLICE PROTECTION
		25.58	9.01 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		25.70	8.69 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0211.6223	00000386	GASOLINE	POLICE PROTECTION
		25.73	8.87 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000385	GASOLINE	POLICE PROTECTION
		25.90	9.35 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		25.91	8.335 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	0220.6225	00000565	DIESEL FUEL	FIRE PROTECTION
		25.95	9.04 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000302	GASOLINE	POLICE PROTECTION
		26.00	9.09 GALS CASEYS GNRL STRE		54809	OCT2010 COMDATA FUEL	0311.6223	00000676	GASOLINE	STREET MAINTENANCE
		26.01	9.39 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000302	GASOLINE	POLICE PROTECTION
		26.35	8.906 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		26.59	9.17 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0311.6223	00000362	GASOLINE	STREET MAINTENANCE
		26.95	9.108 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		27.27	9.538 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		27.32	9.65 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		27.47	9.57 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		27.48	9.287 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION

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		27.50	9.61 GALS SHELL OIL		54809	OCT2010 COMDATA FUEL	0311.6223	00000362	GASOLINE	STREET MAINTENANCE
		27.71	9.65 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000302	GASOLINE	POLICE PROTECTION
		27.80	10.03 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		28.05	9.77 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0194.6223	00000403	GASOLINE	GENERAL GOVERNMENT BUILDINGS
		28.50	9.72 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		29.08	9.829 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		29.40	10.13 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		29.66	11.24 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000364	GASOLINE	POLICE PROTECTION
		29.84	10.4 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		30.28	10.7 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000364	GASOLINE	POLICE PROTECTION
		30.67	10.84 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0220.6223	00000559	GASOLINE	FIRE PROTECTION
		30.82	11.12 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		30.91	10.66 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000302	GASOLINE	POLICE PROTECTION
		31.00	10.693 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		31.11	10.51 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000627	GASOLINE	PARK & RECREATION
		31.66	11.43 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000302	GASOLINE	POLICE PROTECTION
		31.73	11.45 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000393	GASOLINE	POLICE PROTECTION
		31.82	11.09 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0220.6223	00000563	GASOLINE	FIRE PROTECTION
		32.06	11.17 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		32.06	11.06 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		32.56	11.23 GALS HOLIDAY		54809	OCT2010 COMDATA	0452.6223	00000627	GASOLINE	PARK & RECREATION

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		33.34	11.38 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000302	GASOLINE	POLICE PROTECTION
		33.47	11.544 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		33.52	11.98 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0311.6223	00000362	GASOLINE	STREET MAINTENANCE
		33.53	11.57 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0311.6223	00000362	GASOLINE	STREET MAINTENANCE
		33.67	11.9 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		34.13	12.32 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000386	GASOLINE	POLICE PROTECTION
		34.22	12.09 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0194.6223	00000404	GASOLINE	GENERAL GOVERNMENT BUILDINGS
		34.33	12.39 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		34.36	11.73 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		34.54	12.34 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000627	GASOLINE	PARK & RECREATION
		34.63	12.5 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0194.6223	00000404	GASOLINE	GENERAL GOVERNMENT BUILDINGS
		34.65	12.379 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	0220.6223	00000563	GASOLINE	FIRE PROTECTION
		35.42	12.09 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000385	GASOLINE	POLICE PROTECTION
		35.61	12.86 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		35.76	12.91 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
		35.80	12.79 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000627	GASOLINE	PARK & RECREATION
		35.81	12.93 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		35.99	12.41 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000303	GASOLINE	POLICE PROTECTION
		36.00	13.438 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000365	GASOLINE	POLICE PROTECTION
		36.37	12.545 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION

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		37.57	13.28 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000385	GASOLINE	POLICE PROTECTION
		37.59	13.57 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000301	GASOLINE	POLICE PROTECTION
		38.10	12.73934 GALS BILLS SUPERETT		54809	OCT2010 COMDATA FUEL	0220.6223	00000563	GASOLINE	FIRE PROTECTION
		38.14	13.29 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	9601.6223	00000372	GASOLINE	WATER FUND
		38.23	13.32 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000385	GASOLINE	POLICE PROTECTION
		38.50	13.41 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0240.6223	00000406	GASOLINE	PROTECTIVE INSPECTIONS
		38.57	14.61 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000352	GASOLINE	POLICE PROTECTION
		38.61	13.45 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000365	GASOLINE	POLICE PROTECTION
		38.84	13.88 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0211.6223	00000385	GASOLINE	POLICE PROTECTION
		39.64	13.81 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000392	GASOLINE	POLICE PROTECTION
		39.79	13.58 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0240.6223	00000406	GASOLINE	PROTECTIVE INSPECTIONS
		39.92	13.964 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		40.04	14 GALS CASEYS GNRL STRE		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		40.13	14.34 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000653	GASOLINE	PARK & RECREATION
		40.66	14.68 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000385	GASOLINE	POLICE PROTECTION
		42.56	14.83 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000352	GASOLINE	POLICE PROTECTION
		42.67	14.718 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	0220.6223	00000557	GASOLINE	FIRE PROTECTION
		43.08	15.01 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		43.45	14.78 GALS RAMSEY MARKET		54809	OCT2010 COMDATA FUEL	0311.6223	00000612	GASOLINE	STREET MAINTENANCE
		43.69	15.22 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000352	GASOLINE	POLICE PROTECTION
		43.93	15.52 GALS LITTLE DUKES		54809	OCT2010 COMDATA	0211.6223	00000351	GASOLINE	POLICE PROTECTION

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						FUEL				
		44.03	15.03 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		44.29	15.99 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		44.65	16.12 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000375	GASOLINE	POLICE PROTECTION
		45.15	15.259 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0240.6223	00000401	GASOLINE	PROTECTIVE INSPECTIONS
		45.21	16.32 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0220.6223	00000555	GASOLINE	FIRE PROTECTION
		45.34	16.02 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000375	GASOLINE	POLICE PROTECTION
		46.00	15.38083 GALS BILLS SUPERETT		54809	OCT2010 COMDATA FUEL	0211.6223	00000365	GASOLINE	POLICE PROTECTION
		46.50	16.26 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000675	GASOLINE	PARK & RECREATION
		48.90	17.47 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0211.6223	00000353	GASOLINE	POLICE PROTECTION
		49.71	15.88 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0220.6225	00000556	DIESEL FUEL	FIRE PROTECTION
		49.93	17.465 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000384	GASOLINE	POLICE PROTECTION
		50.00	17.862 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	0220.6223	00000564	GASOLINE	FIRE PROTECTION
		50.34	17.011 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
		50.48	17.23 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000388	GASOLINE	POLICE PROTECTION
		50.55	17.62 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000674	GASOLINE	PARK & RECREATION
		51.00	17.837 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	0220.6223	00000564	GASOLINE	FIRE PROTECTION
		51.45	18.58 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0220.6223	00000558	GASOLINE	FIRE PROTECTION
		55.00	19.169 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	0220.6223	00000563	GASOLINE	FIRE PROTECTION
		55.03	18.981 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0311.6223	00000654	GASOLINE	STREET MAINTENANCE
		55.57	19.369 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	0311.6223	00000654	GASOLINE	STREET MAINTENANCE

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		55.90	20.18 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0220.6223	00000564	GASOLINE	FIRE PROTECTION
		56.00	19.31 GALS RAMSEY MARKET		54809	OCT2010 COMDATA FUEL	0311.6223	00000612	GASOLINE	STREET MAINTENANCE
		56.80	19.866 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	0220.6223	00000558	GASOLINE	FIRE PROTECTION
		56.83	19.6 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0211.6223	00000353	GASOLINE	POLICE PROTECTION
		57.38	20.72 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0194.6223	00000312	GASOLINE	GENERAL GOVERNMENT BUILDINGS
		57.39	20.28 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0220.6223	00000558	GASOLINE	FIRE PROTECTION
		57.80	20.87 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0301.6223	00000402	GASOLINE	ENGINEERING
		57.89	20.46 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0211.6223	00000353	GASOLINE	POLICE PROTECTION
		58.00	18.96 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0311.6223	00000612	GASOLINE	STREET MAINTENANCE
		58.86	21.25 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0220.6223	00000558	GASOLINE	FIRE PROTECTION
		58.95	19.921 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0211.6223	00000353	GASOLINE	POLICE PROTECTION
		59.40	20.49 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	0220.6223	00000564	GASOLINE	FIRE PROTECTION
		59.73	20.81 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0220.6223	00000555	GASOLINE	FIRE PROTECTION
		59.98	18.99 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0220.6225	00000565	DIESEL FUEL	FIRE PROTECTION
		60.38	20.61 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0220.6223	00000558	GASOLINE	FIRE PROTECTION
		61.88	20.91 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000641	GASOLINE	PARK & RECREATION
		62.11	21.64 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0220.6223	00000563	GASOLINE	FIRE PROTECTION
		62.61	21.9 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000641	GASOLINE	PARK & RECREATION
		63.19	22.33 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	9601.6223	00000667	GASOLINE	WATER FUND
		63.34	22.07 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0194.6223	00000312	GASOLINE	GENERAL GOVERNMENT BUILDINGS
		63.81	21.58049 GALS BILLS SUPERETT		54809	OCT2010 COMDATA	0220.6225	00000565	DIESEL FUEL	FIRE PROTECTION

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						FUEL				
		64.71	23.119 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0301.6223	00000638	GASOLINE	ENGINEERING
		64.91	23.19 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000664	GASOLINE	PARK & RECREATION
		64.97	22.412 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0311.6223	00000676	GASOLINE	STREET MAINTENANCE
		65.68	23.71 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0240.6223	00000401	GASOLINE	PROTECTIVE INSPECTIONS
		66.54	22.488 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0301.6223	00000402	GASOLINE	ENGINEERING
		66.62	23.3 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0311.6223	00000676	GASOLINE	STREET MAINTENANCE
		67.66	23.67 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000664	GASOLINE	PARK & RECREATION
		71.52	24.41 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0452.6223	00000629	GASOLINE	PARK & RECREATION
		71.74	24.75 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000675	GASOLINE	PARK & RECREATION
		71.75	25 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0311.6223	00000676	GASOLINE	STREET MAINTENANCE
		71.76	24.5 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0452.6223	00000641	GASOLINE	PARK & RECREATION
		71.93	25.07 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	9601.6223	00000667	GASOLINE	WATER FUND
		72.00	24.33 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000653	GASOLINE	PARK & RECREATION
		73.07	25.46 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0301.6223	00000638	GASOLINE	ENGINEERING
		73.66	24.62939 GALS BILLS SUPERETT		54809	OCT2010 COMDATA FUEL	0220.6225	00000560	DIESEL FUEL	FIRE PROTECTION
		73.70	25.424 GALS SUPERAMERICA		54809	OCT2010 COMDATA FUEL	0301.6223	00000638	GASOLINE	ENGINEERING
		74.30	25.99 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000629	GASOLINE	PARK & RECREATION
		74.88	27.04 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	9601.6223	00000667	GASOLINE	WATER FUND
		75.36	27.21 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0452.6223	00000629	GASOLINE	PARK & RECREATION
		76.41	24.189 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	0220.6225	00000560	DIESEL FUEL	FIRE PROTECTION

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		77.25	26.65 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000629	GASOLINE	PARK & RECREATION
		78.13	27.91 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000627	GASOLINE	PARK & RECREATION
		78.66	27.417 GALS BILLS SUPERETTE		54809	OCT2010 COMDATA FUEL	9601.6223	00000667	GASOLINE	WATER FUND
		86.00	30.72 GALS SHELL OIL		54809	OCT2010 COMDATA FUEL	0311.6223	00000654	GASOLINE	STREET MAINTENANCE
		89.46	31.29 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000627	GASOLINE	PARK & RECREATION
		98.17	35.07 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000675	GASOLINE	PARK & RECREATION
		98.43	35.54 GALS LITTLE DUKES		54809	OCT2010 COMDATA FUEL	0311.6223	00000676	GASOLINE	STREET MAINTENANCE
		103.88	35.11 GALS HOLIDAY		54809	OCT2010 COMDATA FUEL	0452.6223	00000675	GASOLINE	PARK & RECREATION
		1,070.18-	BLACKBERRY,MISC ADJUSTMENT		54816	OCT2010 COMDATA PURCHASES	0192.6405		OFFICE & DATA PROCESSING EQUIP	DATA PROCESSING
		.50	OFFICE MAX,SALES TAX		54816	OCT2010 COMDATA PURCHASES	0311.6208		MISCELLANEOUS OFFICE SUPPLIES	STREET MAINTENANCE
		.98	MENARDS ,1" BLACK CAP		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		.98	MENARDS ,1" BLACK CAP		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		.98	MENARDS ,1" BLACK CAP		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		.98	MENARDS ,1" BLACK CAP		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		.98	MENARDS ,1" BLACK CAP		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		.98	MENARDS ,1" BLACK CAP		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		1.28	MENARDS ,1" BLACK COUPLING		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		1.28	MENARDS ,1" BLACK COUPLING		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		1.28	MENARDS ,1" BLACK COUPLING		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		1.28	MENARDS ,1" BLACK COUPLING		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		1.28	MENARDS ,1" BLACK COUPLING		54816	OCT2010 COMDATA	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING

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						PURCHASES				
		1.28	MENARDS ,1" BLACK COUPLING		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		1.28	BILLS SUPERETTE ,OTHER MISCELL		54816	OCT2010 COMDATA PURCHASES	0220.6489		OTHER CONTRACTED SERVICES	FIRE PROTECTION
		1.60	MENARDS ,SALES TAX		54816	OCT2010 COMDATA PURCHASES	0211.6249		MISCELLANEOUS OPERATING SUPPLY	POLICE PROTECTION
		3.47	MENARDS ,SALES TAX		54816	OCT2010 COMDATA PURCHASES	0220.6489		OTHER CONTRACTED SERVICES	FIRE PROTECTION
		3.76	MENARDS ,5 HR TOE WARMER		54816	OCT2010 COMDATA PURCHASES	0211.6249		MISCELLANEOUS OPERATING SUPPLY	POLICE PROTECTION
		3.96	MENARDS ,12 HR ADHESIVE BODY		54816	OCT2010 COMDATA PURCHASES	0211.6249		MISCELLANEOUS OPERATING SUPPLY	POLICE PROTECTION
		3.99	MENARDS ,1" X 12" BLACK NIPPL		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		3.99	MENARDS ,1" X 12" BLACK NIPPL		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		3.99	MENARDS ,1" X 12" BLACK NIPPL		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		4.35	STARBUCKS ,OTHER MISCELLANEOUS		54816	OCT2010 COMDATA PURCHASES	0130.6331		TRAVEL & LODGING	ADMINISTRATION
		4.99	COBORN'S ,OTHER MISCELLANEOUS		54816	OCT2010 COMDATA PURCHASES	0111.6249		MISCELLANEOUS OPERATING SUPPLY	MAYOR AND COUNCIL
		5.00	USPS,OTHER MISCELLANEOUS TRANS		54816	OCT2010 COMDATA PURCHASES	0211.6322		POSTAGE	POLICE PROTECTION
		5.05	MENARDS ,SALES TAX		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		5.24	FASTENAL ,SALES TAX		54816	OCT2010 COMDATA PURCHASES	0220.6249		MISCELLANEOUS OPERATING SUPPLY	FIRE PROTECTION
		5.27	MENARDS ,OUTDOOR METALIC NICK		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		5.27	MENARDS ,OUTDOOR METALIC NICK		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		5.84	MENARDS ,10 PACK HAND WARMERS		54816	OCT2010 COMDATA PURCHASES	0211.6249		MISCELLANEOUS OPERATING SUPPLY	POLICE PROTECTION
		6.41	COBORN'S ,OTHER MISCELLANEOUS		54816	OCT2010 COMDATA PURCHASES	0311.6249		MISCELLANEOUS OPERATING SUPPLY	STREET MAINTENANCE
		6.99	OFFICE MAX,SHARPIE SILVER 4 PA		54816	OCT2010 COMDATA PURCHASES	0311.6208		MISCELLANEOUS OFFICE SUPPLIES	STREET MAINTENANCE
		7.49	MENARDS ,1" X 24" BLACK NIPPL		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
		7.49	MENARDS ,1" X 24" BLACK NIPPL		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		7.49	MENARDS ,1" X 24" BLACK NIPPL		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		7.49	MENARDS ,1" X 24" BLACK NIPPL		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		7.49	MENARDS ,1" X 24" BLACK NIPPL		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		8.87	MENARDS ,RAGS IN A BOX 200 CO		54816	OCT2010 COMDATA PURCHASES	0211.6249		MISCELLANEOUS OPERATING SUPPLY	POLICE PROTECTION
		8.88	MENARDS ,DC FRONT-LOAD SMOKE		54816	OCT2010 COMDATA PURCHASES	0220.6489		OTHER CONTRACTED SERVICES	FIRE PROTECTION
		8.88	MENARDS ,DC FRONT-LOAD SMOKE		54816	OCT2010 COMDATA PURCHASES	0220.6489		OTHER CONTRACTED SERVICES	FIRE PROTECTION
		8.88	MENARDS ,DC FRONT-LOAD SMOKE		54816	OCT2010 COMDATA PURCHASES	0220.6489		OTHER CONTRACTED SERVICES	FIRE PROTECTION
		10.17	AQUI RESTAURANT ,OTHER MISCELL		54816	OCT2010 COMDATA PURCHASES	0130.6331		TRAVEL & LODGING	ADMINISTRATION
		10.87	COBORN'S ,OTHER MISCELLANEOUS		54816	OCT2010 COMDATA PURCHASES	0153.6249		MISCELLANEOUS OPERATING SUPPLY	FINANCE
		11.88	MENARDS ,KITCHEN FX 10BC		54816	OCT2010 COMDATA PURCHASES	0220.6489		OTHER CONTRACTED SERVICES	FIRE PROTECTION
		11.88	MENARDS ,KITCHEN FX 10BC		54816	OCT2010 COMDATA PURCHASES	0220.6489		OTHER CONTRACTED SERVICES	FIRE PROTECTION
		12.27	SUBWAY ,OTHER MISCELLANEO		54816	OCT2010 COMDATA PURCHASES	9295.6331		TRAVEL & LODGING	HOUSING REDEVELOPMENT AUTHORIT
		13.00	CENTRAL PARKING		54816	OCT2010 COMDATA PURCHASES	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		13.98	COBORN'S ,OTHER MISCELLANEOUS		54816	OCT2010 COMDATA PURCHASES	0301.6249		MISCELLANEOUS OPERATING SUPPLY	ENGINEERING
		13.98	COBORN'S ,OTHER MISCELLANEOUS		54816	OCT2010 COMDATA PURCHASES	0301.6249		MISCELLANEOUS OPERATING SUPPLY	ENGINEERING
		15.19	KMART ,OTHER MISCELLANE		54816	OCT2010 COMDATA PURCHASES	0111.6249		MISCELLANEOUS OPERATING SUPPLY	MAYOR AND COUNCIL
		17.36	CUBBY'S COFFEE & DELI,OTHER MI		54816	OCT2010 COMDATA PURCHASES	0130.6331		TRAVEL & LODGING	ADMINISTRATION
		17.99	BILLS SUPERETTE ,LPG		54816	OCT2010 COMDATA PURCHASES	0220.6489		OTHER CONTRACTED SERVICES	FIRE PROTECTION
		19.46	COBORN'S ,OTHER MISCELLANEOUS		54816	OCT2010 COMDATA PURCHASES	0220.6335		TRAINING	FIRE PROTECTION
		19.95	SURVEYMONKEY.COM,MONTHLY		54816	OCT2010 COMDATA	0192.6405		OFFICE & DATA PROCESSING EQUIP	DATA PROCESSING

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						PURCHASES				
		20.00	JIMMY JOHN'S ,OTHER MISCELLANE		54816	OCT2010 COMDATA PURCHASES	0111.6249		MISCELLANEOUS OPERATING SUPPLY	MAYOR AND COUNCIL
		22.23	CALENDARS		54816	OCT2010 COMDATA PURCHASES	0280.6241		COMMUNITY POLICING SUPPLIES	COMMUNITY ORIENTING POLICING
		22.88	WAYTEK,OTHER MISCELLANEOUS TRA		54816	OCT2010 COMDATA PURCHASES	0311.6249		MISCELLANEOUS OPERATING SUPPLY	STREET MAINTENANCE
		23.00	DELTA,AIRLINE FARE		54816	OCT2010 COMDATA PURCHASES	0130.6331		TRAVEL & LODGING	ADMINISTRATION
		25.00	DELTA,AIRLINE FARE		54816	OCT2010 COMDATA PURCHASES	0130.6331		TRAVEL & LODGING	ADMINISTRATION
		28.29	CALENDARS		54816	OCT2010 COMDATA PURCHASES	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
		26.88	FASTENAL ,9 X .875 X .062 X 6		54816	OCT2010 COMDATA PURCHASES	0220.6249		MISCELLANEOUS OPERATING SUPPLY	FIRE PROTECTION
		27.34	RUBY TUESDAY ,OTHER MISCELLANE		54816	OCT2010 COMDATA PURCHASES	0301.6249		MISCELLANEOUS OPERATING SUPPLY	ENGINEERING
		29.28	WM SUPERCENTER,OTHER MISCELLAN		54816	OCT2010 COMDATA PURCHASES	0270.6281		SMALL TOOLS & MINOR EQUIPMENT	ANIMAL CONTROL
		31.87	ACAPULCO MEXICAN ,OTHER MISCEL		54816	OCT2010 COMDATA PURCHASES	9295.6331		TRAVEL & LODGING	HOUSING REDEVELOPMENT AUTHORIT
		32.13	HP HOME STORE,HP 564 SERIES 3-		54816	OCT2010 COMDATA PURCHASES	0311.6208		MISCELLANEOUS OFFICE SUPPLIES	STREET MAINTENANCE
		35.17	COBORN'S ,OTHER MISCELLANEOUS		54816	OCT2010 COMDATA PURCHASES	0220.6249		MISCELLANEOUS OPERATING SUPPLY	FIRE PROTECTION
		37.48	HP HOME STORE,HP 564XL BLACK I		54816	OCT2010 COMDATA PURCHASES	0311.6208		MISCELLANEOUS OFFICE SUPPLIES	STREET MAINTENANCE
		40.74	AMERICAN MANUFACTURING,OTHER M		54816	OCT2010 COMDATA PURCHASES	0194.6275		OTHER EQUIPMENT PARTS	GENERAL GOVERNMENT BUILDINGS
		41.19	WM SUPERCENTER,OTHER MISCELLAN		54816	OCT2010 COMDATA PURCHASES	0211.6237		CRIME SCENE KIT MATERIALS	POLICE PROTECTION
		43.04	SAN FRESCO,OTHER MISCELLANEOUS		54816	OCT2010 COMDATA PURCHASES	0130.6331		TRAVEL & LODGING	ADMINISTRATION
		44.47	WM SUPERCENTER,OTHER MISCELLAN		54816	OCT2010 COMDATA PURCHASES	0211.6229		SHOP MATERIALS	POLICE PROTECTION
		46.64	FASTENAL ,12 X .75 X .05 X 10/		54816	OCT2010 COMDATA PURCHASES	0220.6249		MISCELLANEOUS OPERATING SUPPLY	FIRE PROTECTION
		48.10	GIRVAN GRILLE,OTHER MISCELLANE		54816	OCT2010 COMDATA PURCHASES	9295.6331		TRAVEL & LODGING	HOUSING REDEVELOPMENT AUTHORIT
		49.78	MINNESOTA AIR ,OTHER MISCELLAN		54816	OCT2010 COMDATA PURCHASES	9601.1730	00201030	IMPROVEMENTS OTHER THAN BUILD	WATER FUND

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		50.03	ACAPULCO MEXICAN,OTHER MISCELL		54816	OCT2010 COMDATA PURCHASES	9230.6331		TRAVEL & LODGING	ECONOMIC DEVELOPMENT AUTHORITY
		50.64	THE RICEBOX ,OTHER MISCELLANEO		54816	OCT2010 COMDATA PURCHASES	9295.6331		TRAVEL & LODGING	HOUSING REDEVELOPMENT AUTHORIT
		52.25	BILLS SUPERETTE ,UNL PRM-90/91		54816	OCT2010 COMDATA PURCHASES	0452.6223		GASOLINE	PARK & RECREATION
		68.08	PODS-MINNESOTA,OTHER MISCELLAN		54816	OCT2010 COMDATA PURCHASES	9604.6249		MISCELLANEOUS OPERATING SUPPLY	RECYCLING FUND
		80.63	COBORN'S ,OTHER MISCELLANEOUS		54816	OCT2010 COMDATA PURCHASES	0130.6249		MISCELLANEOUS OPERATING SUPPLY	ADMINISTRATION
		85.50	BROADWAY RENTAL,OTHER MISCELLA		54816	OCT2010 COMDATA PURCHASES	0260.6249		MISCELLANEOUS OPERATING SUPPLY	TRAFFIC ENGINEERING
		92.73	CNSUPPLYINC,OTHER MISCELLANEOU		54816	OCT2010 COMDATA PURCHASES	0211.6249		MISCELLANEOUS OPERATING SUPPLY	POLICE PROTECTION
		90.00	MSP AIRPORT PARKING,OTHER MISC		54816	OCT2010 COMDATA PURCHASES	0130.6331		TRAVEL & LODGING	ADMINISTRATION
		107.85	GALESBURG ELECTRIC,OTHER MISCE		54816	OCT2010 COMDATA PURCHASES	9240.6315		MISCELLANEOUS PROFESSIONAL SER	PARKING RAMP MAINTENANCE
		108.12	WALTERS CLIMATE INC,OTHER MISC		54816	OCT2010 COMDATA PURCHASES	0452.6257		OTHER VEHICLE PARTS	PARK & RECREATION
		125.00	EVENTBRITE.COM,OTHER MISCELLAN		54816	OCT2010 COMDATA PURCHASES	0130.6335		TRAINING	ADMINISTRATION
		126.28	COBORN'S ,OTHER MISCELLANEOUS		54816	OCT2010 COMDATA PURCHASES	0220.6249		MISCELLANEOUS OPERATING SUPPLY	FIRE PROTECTION
		146.25	JIMMY JOHN'S ,OTHER MISCELLANE		54816	OCT2010 COMDATA PURCHASES	0111.6249		MISCELLANEOUS OPERATING SUPPLY	MAYOR AND COUNCIL
		150.00	RECYCLING ASSO OF MN,OTHER MIS		54816	OCT2010 COMDATA PURCHASES	9604.6249		MISCELLANEOUS OPERATING SUPPLY	RECYCLING FUND
		151.25	JIMMY JOHN'S ,OTHER MISCELLANE		54816	OCT2010 COMDATA PURCHASES	0111.6249		MISCELLANEOUS OPERATING SUPPLY	MAYOR AND COUNCIL
		165.32	RADISSON HOTELS,OTHER MISCELLA		54816	OCT2010 COMDATA PURCHASES	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		211.00	PAYPAL *GOODWRITING,OTHER MISC		54816	OCT2010 COMDATA PURCHASES	0130.6335		TRAINING	ADMINISTRATION
		253.40	DELTA,AIRLINE FARE		54816	OCT2010 COMDATA PURCHASES	0295.6331		TRAVEL & LODGING	RAMSEY TOWN CENTER
		545.00	ICSC,OTHER MISCELLANEOUS TRANS		54816	OCT2010 COMDATA PURCHASES	0295.6331		TRAVEL & LODGING	RAMSEY TOWN CENTER
		550.80	DELTA,AIRLINE FARE		54816	OCT2010 COMDATA PURCHASES	0130.6331		TRAVEL & LODGING	ADMINISTRATION
		632.68	WYNDHAM SAN JOSE,OTHER MISCELL		54816	OCT2010 COMDATA	0130.6331		TRAVEL & LODGING	ADMINISTRATION

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						PURCHASES				
		1,040.45	WESTIN CHARLOTTE,OTHER MISCELL		54816	OCT2010 COMDATA PURCHASES	0240.6335		TRAINING	PROTECTIVE INSPECTIONS
		1,070.18	BLACKBERRY,OTHER MISCELLANEOUS		54816	OCT2010 COMDATA PURCHASES	0192.6405		OFFICE & DATA PROCESSING EQUIP	DATA PROCESSING
		18.79-			54816	OCT2010 COMDATA PURCHASES	9101.2082		SALES/USE TAX PAYABLE	GENERAL FUND
		6.94-			54816	OCT2010 COMDATA PURCHASES	9240.2082		SALES/USE TAX PAYABLE	PARKING RAMP MAINTENANCE
		15,435.64								
99111051	**11/10/2010**		**111465 STATE STREET BANK**							
		3,817.00			54708	11091016234312	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		3,817.00								
99111054	**11/10/2010**		**111465 STATE STREET BANK**							
		152.25			54709	11091016234313	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		152.25								
99111610	**11/16/2010**		**100219 HOME DEPOT COMMERCIAL ACCT PRO**							
		63.06	OCTOBER BILLING		54840	102810	0452.6249		MISCELLANEOUS OPERATING SUPPLY	PARK & RECREATION
		211.61	OCTOBER BILLING		54840	102810	0452.6281		SMALL TOOLS & MINOR EQUIPMENT	PARK & RECREATION
		507.65	OCTOBER BILLING		54840	102810	9804.6315	00107223	MISCELLANEOUS PROFESSIONAL SER	ESCROW ACCOUNTS
		782.32								
		185,673.06	Grand Total							

Payment Instrument Totals

Check Total	85,048.98
Transfer Total	100,624.08
Total Payments	185,673.06

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
111610	A DYNAMIC DOOR CO. INC.	CREDIT ON DOOR REPAIR	PD	54808	001	09101	9/20/2010	21007061B	405.00-		111610	A DYNAMIC DOOR CO. INC.
	A DYNAMIC DOOR CO. INC.			Summary Total					405.00-			
	4588 194TH AVENUE NE EAST BETHEL MN 55092	DOOR REPAIR	PV	54810	001	09101	10/19/2010	21010061	2,070.00			
		DOOR REPAIR	PV	54810	002	09101	10/19/2010	21010061	1,599.07			
				Summary Total					3,669.07			
				Payment Amount					3,264.07			
100012	ACE SOLID WASTE INC	15050 ARMSTRONG	PV	54803	001	09101	11/1/2010	0008024482	58.93		100012	ACE SOLID WASTE INC
	ACE SOLID WASTE INC 6601 MCKINLEY STREET NW RAMSEY MN 55303			Summary Total					58.93			
				Payment Amount					58.93			
100013	ADVANCE CONSULTING GROUP INC	OCT 2010 BILLING	PV	54725	001	09230	11/1/2010	110110	2,517.00		100013	ADVANCE CONSULTING GROUP INC
	ADVANCE CONSULTING GROUP INC 13868 CRANE STREET NW SUITE 100 ANDOVER MN 55304			Summary Total					2,517.00			
				Payment Amount					2,517.00			
100618	ANCOM COMMUNICATION S INC	4 PAGERS	PV	54726	001	09101	10/28/2010	18755	2,306.36		100618	ANCOM COMMUNICATION S INC

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	ANCOM COMMUNICATIONS INC 1800 EAST CLIFF ROAD SUITE 17A BURNSVILLE MN 55337			Summary Total					2,306.36			
				Payment Amount					2,306.36			
100035	ANOKA COUNTY CENTRAL COMMUNICATIONS	OCT 2010 INTERNET SERVICE	PV	54764	001	09101	11/4/2010	2010-284	390.30		100035	ANOKA COUNTY CENTRAL COMMUNICATIONS
	ANOKA COUNTY CENTRAL COMMUNICATIONS 325 EAST MAIN STREET ANOKA MN 55303			Summary Total					390.30			
				Payment Amount					390.30			
100052	ANOKA POLICE DEPARTMENT	ANIMAL CONTAINMENT OCT-10	PV	54765	001	09101	11/3/2010	110310	202.00		100052	ANOKA POLICE DEPARTMENT
	ANOKA POLICE DEPARTMENT			Summary Total					202.00			
	275 HARRISON STREET ANOKA MN 55303	ANIMAL CONTAINMENT SEPT10	PV	54766	001	09101	11/1/2010	110110	427.00			
				Summary Total					427.00			
				Payment Amount					629.00			
100058	ANOKA-RAMSEY FARM & GARDEN	MINK CHIPS	PV	54727	001	09101	10/25/2010	7051-35	89.78		100058	ANOKA-RAMSEY FARM & GARDEN
	ANOKA-RAMSEY FARM & GARDEN 7435 HIGHWAY 10			Summary Total					89.78			

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	RAMSEY MN 55303											
				Payment Amount					89.78			
107458	ARNDT, ALICE	SAFETY CAMP FLAGS	PV	54767	001	09290	10/16/2010	656888	102.60		107458	ARNDT, ALICE
	ALICE ARNDT			Summary Total					102.60			
	359 107TH AVE NE											
	BLAINE MN 55434											
				Payment Amount					102.60			
100063	ASPEN MILLS	VEST- N. DAHLBERG	PV	54768	001	09290	10/29/2010	101948	850.00		100063	ASPEN MILLS
	ASPEN MILLS			Summary Total					850.00			
	8201 C	SINGEWALD-	PV	54769	001	09101	10/27/2010	101835	238.40			
	CENTRAL AVE NE	MISC ITEMS										
	SPRING LAKE PARK MN 55432			Summary Total					238.40			
		SINGEWALD- PANTS	PV	54770	001	09101	10/27/2010	101836	105.90			
				Summary Total					105.90			
		MISC SUPPLIES	PV	54804	001	09101	10/29/2010	101949	499.18			
				Summary Total					499.18			
				Payment Amount					1,693.48			
101084	BATTERIES PLUS	BATTERIES	PV	54771	001	09101	10/30/2010	033-812721	205.20		101084	BATTERIES PLUS
	BATTERIES PLUS			Summary Total					205.20			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	18180 ZANE STREET NW ELK RIVER MN 55330											
				Payment Amount					205.20			
111838	BITWISE LOGIC INC	3 MONTH- WEB HOSTING	PV	54772	001	09101	11/1/2010	3049	300.00		111838	BITWISE LOGIC INC
	BITWISE LOGIC INC 7500 FLYING CLOUD DRIVE SUITE 950 EDEN PRAIRIE MN 55344			Summary Total					300.00			
				Payment Amount					300.00			
104474	CARQUEST AUTO PARTS	BATTERY 652	PV	54729	001	09101	10/26/2010	102011	222.02		104474	CARQUEST AUTO PARTS
	CARQUEST AUTO PARTS 6111 HWY 10 SUITE 100 RAMSEY MN 55303			Summary Total					222.02			
		MISC SUPPLIES	PV	54730	001	09101	10/29/2010	102213	4.17			
				Summary Total					4.17			
		BRAKES- VINYL HOSE	PV	54731	001	09101	10/26/2010	102028	153.40			
				Summary Total					153.40			
		V BELT 558	PV	54732	001	09101	10/29/2010	102180	31.52			
				Summary Total					31.52			
		MINI LAMPS	PV	54805	001	09101	11/4/2010	102462	21.05			
				Summary Total					21.05			
		MISC SUPPLIES	PV	54806	001	09101	11/2/2010	102368	76.80			
				Summary Total					76.80			
				Payment Amount					508.96			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
106670	CENTRAL POWER DISTRIBUTORS INC	DECK WHEEL	PV	54733	001	09101	10/26/2010	554808	71.18		106670	CENTRAL POWER DISTRIBUTORS INC
	CENTRAL POWER DISTRIBUTORS INC			Summary Total					71.18			
	3801 THURSTON AVENUE	MISC SUPPLIES	PV	54734	001	09101	10/26/2010	554807	103.31			
	ANOKA MN 55303			Summary Total					103.31			
				Payment Amount					174.49			
108228	COBORNS	RE: BABY DIXON	PV	54778	001	09101	10/29/2010	102122013	39.57		108228	COBORNS
	COBORNS 1445 EAST HIGHWAY 23 P O BOX 1502 ST CLOUD MN 56302			Summary Total					39.57			
				Payment Amount					39.57			
100125	COUNTRYSIDE PRINTING INC	2 BUSINESS CARDS	PV	54774	001	09101	10/29/2010	29995	74.81		100125	COUNTRYSIDE PRINTING INC
	COUNTRYSIDE PRINTING			Summary Total					74.81			
	6250 BUNKER LAKE BLVD NW	BUSINESS CARDS-A. BACKMAN	PV	54775	001	09101	11/5/2010	30011	37.41			
	SUITE 113			Summary Total					37.41			
	RAMSEY MN 55303	EDA POST CARDS	PV	54776	001	09230	10/26/2010	29987	148.56			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
				Summary Total					148.56			
		INVITATIONS-V A GROUNDBREAKIN G	PV	54777	001	09101	10/5/2010	29953	212.68			
				Summary Total					212.68			
				Payment Amount					473.46			
107603	DAHLBERG, NICHOLAS NICHOLAS DAHLBERG 16301 ZIRCONIUM STREET NW RAMSEY MN 55303	REIMBURSE-RANGE SUPPERS	PV	54779	001	09101	11/5/2010	110510	17.56		107603	DAHLBERG, NICHOLAS
				Summary Total					17.56			
				Payment Amount					17.56			
112275	DESTINY SOFTWARE INC DESTINY SOFTWARE INC P O BOX 827 WOODINVILLE WA 98072	TRAINING-AGEN DA QUICK	PV	54780	001	09234	10/22/2010	3040	17,950.00		112275	DESTINY SOFTWARE INC
				Summary Total					17,950.00			
				Payment Amount					17,950.00			
104026	DIVERSIFIED PAVING INC DIVERSIFIED PAVING INC 8019 146TH AVENUE NW RAMSEY MN 55303	RE : SWEETBAY PAVING	PV	54807	001	09804	11/8/2010	5335	1,400.00		104026	DIVERSIFIED PAVING INC
				Summary Total					1,400.00			
				Payment Amount					1,400.00			

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107304	ECCLESTON, E ANDREW	REIMB 2010 BOOT ECCLESTON	PV	54735	001	09101	11/8/2010	110810	74.99		107304	ECCLESTON, E ANDREW
	E. ANDREW ECCLESTON 15110 ST FRANCIS BLVD RAMSEY MN 55303			Summary Total					74.99			
				Payment Amount					74.99			
100158	ECM PUBLISHERS INC	NOTICE OF GENERAL ELECTION	PV	54736	001	09101	10/22/2010	01776871	205.00		100158	ECM PUBLISHERS INC
	ECM PUBLISHERS INC 4095 COON RAPIDS BLVD COON RAPIDS MN 55433			Summary Total					205.00			
		NOTICE-PUBLIC ACCURACY	PV	54737	001	09101	10/22/2010	01776876	25.63			
				Summary Total					25.63			
		HEARING- COR	PV	54738	001	09295	10/22/2010	01776873	82.00			
				Summary Total					82.00			
		HEAR-CHAPTER 117	PV	54739	001	09101	10/22/2010	01776875	61.50			
				Summary Total					61.50			
		HEAR-CROSS OF HOPE	PV	54740	001	09804	10/22/2010	01776874	76.88			
				Summary Total					76.88			
		HEAR-GRUNDBERG VARI.	PV	54741	001	09804	10/22/2010	01776872	56.38			

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				Summary Total					56.38			
				Payment Amount					507.39			
108141	ERICKSON, JEFF	2010 CLOTHING REIMB J. ERICKSO	PV	54827	001	09601	11/15/2010	111510	179.45		108141	ERICKSON, JEFF
	JEFF ERICKSON 7669 157TH AVENUE NW RAMSEY MN 55303			Summary Total					179.45			
				Payment Amount					179.45			
111709	FIRST TRANSIT INC	OCT 2010 RAMSEY STAR EXP	PV	54811	001	09296	11/4/2010	558091010R	51,552.13		111709	FIRST TRANSIT INC
	FIRST TRANSIT INC 22192 NETWORK PLACE CHICAGO IL 60673-1221			Summary Total					51,552.13			
				Payment Amount					51,552.13			
110388	FRATTALLONE'S ACE HARDWARE STORES	BUSHINGS	PV	54812	001	09101	11/1/2010	013533/J	10.67		110388	FRATTALLONE'S ACE HARDWARE STORES
	FRATTALLONE'S ACE HARDWARE STORES 3527 LEXINGTON AVENUE N ARDEN HILLS MN 55126			Summary Total					10.67			
				Payment Amount					10.67			
100189	G & K	UNIFORMS	PV	54742	001	09101	11/3/2010	1006662958	76.00		100189	G & K

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Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	SERVICES INC											SERVICES INC
	G & K	UNIFORMS	PV	54742	002	09101	11/3/2010	1006662958	29.00			
	SERVICES INC											
	PO BOX	UNIFORMS	PV	54742	003	09101	11/3/2010	1006662958	86.45			
	1450-NW 7536											
	MINNEAPOLIS	UNIFORMS	PV	54742	004	09101	11/3/2010	1006662958	86.45			
	MN 55485-7536											
				Summary Total					277.90			
		UNIFORMS	PV	54743	001	09101	10/27/2010	1006652037	76.00			
		UNIFORMS	PV	54743	002	09101	10/27/2010	1006652037	29.00			
		UNIFORMS	PV	54743	003	09101	10/27/2010	1006652037	45.76			
		UNIFORMS	PV	54743	004	09101	10/27/2010	1006652037	45.76			
				Summary Total					196.52			
		MATS	PV	54781	001	09101	11/3/2010	1006662956	97.14			
		FIRESTATION 1										
				Summary Total					97.14			
				Payment Amount					571.56			
100193	GALLS, AN	MESH VESTS	PV	54782	001	09101	10/15/2010	510893579	60.35		100193	GALLS, AN
	ARAMARK											ARAMARK
	COMPANY											COMPANY
	GALLS, AN ARAMARK COMPANY			Summary Total					60.35			
	24296 NETWORK PLACE											
	CHICAGO IL 60673-1224											
				Payment Amount					60.35			
100200	GOPHER STATE	129 TICKETS	PV	54744	001	09601	10/31/2010	0100811	60.90		100200	GOPHER STATE
	ONE-CALL INC	OCT 2010										ONE-CALL INC
	GOPHER STATE	129 TICKETS	PV	54744	002	09601	10/31/2010	0100811	60.90			

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	ONE-CALL	OCT 2010										
	C/O ONE CALL	129 TICKETS	PV	54744	003	09601	10/31/2010	0100811	60.90			
	CONCEPTS INC.	OCT 2010										
	7223 PARKWAY DRIVE				Summary Total				182.70			
	HANOVER MD 21076											
					Payment Amount				182.70			
100650	GRAINGER	MISC TOOLS	PV	54745	001	09101	10/29/2010	9383350809	631.64		100650	GRAINGER
	GRAINGER INC				Summary Total				631.64			
	DEPT.	MISC TOOLS	PV	54746	001	09101	10/29/2010	9382717875	170.49			
	806511127											
	PALATINE IL 60038-0001				Summary Total				170.49			
		PAINT	PV	54747	001	09101	10/29/2010	9382717883	197.22			
					Summary Total				197.22			
					Payment Amount				999.35			
100827	GREAT	PD- OFFICE	PV	54783	001	09101	10/22/2010	36337	36.49		100827	GREAT
	AMERICAN	SUPPLIES										AMERICAN
	OFFICE											OFFICE
	SUPPLIES											SUPPLIES
	GREAT	PD- OFFICE	PV	54783	002	09101	10/22/2010	36337	45.03			
	AMERICAN	SUPPLIES										
	OFFICE											
	SUPPLIES											
	1 HARDY ROAD #223				Summary Total				81.52			
	BEDFORD NH 03110											
					Payment Amount				81.52			

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111609	GREAT RIVER PRINTING	RAM RES NOV-DEC 2010	PV	54784	001	09101	10/26/2010	6372	5,354.59		111609	GREAT RIVER PRINTING
	GREAT RIVER PRINTING 7150 BOONE AVE N SUITE 100 MINNEAPOLIS MN 55428-1551			Summary Total					5,354.59			
				Payment Amount					5,354.59			
108521	GREYSTONE CONSTRUCTION COMPANY	PATCH FABRIC	PV	54749	001	09101	10/26/2010	22490	450.00		108521	GREYSTONE CONSTRUCTION COMPANY
	GREYSTONE CONSTRUCTION COMPANY 500 S MARSHALL ROAD SUITE 300 SHAKOPEE MN 55379			Summary Total					450.00			
				Payment Amount					450.00			
108628	GROVE NURSERY	TREES	PV	54750	001	09101	10/20/2010	21885400	2,217.66		108628	GROVE NURSERY
	GROVE NURSERY 9650 TRAIL HAVEN ROAD CORCORAN MN 55340			Summary Total					2,217.66			
				Payment Amount					2,217.66			
100211	HAWKINS INC	CHEMICALS	PV	54751	001	09601	10/29/2010	3170062	3,572.16		100211	HAWKINS INC
	HAWKINS INC P O BOX 9171 MINNEAPOLIS MN 55480-9171			Summary Total					3,572.16			
				Payment Amount					3,572.16			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
100240	K-MART 3897	GUN CLEANING SUPPLIES	PV	54785	001	09101	11/3/2010	110310	37.38		100240	K-MART 3897
	K-MART 3897 1100 WEST HIGHWAY 10 ANOKA MN 55303			Summary Total					37.38			
				Payment Amount					37.38			
111501	LANDFORM PROFESSIONAL SERVICES	OCT 2010	PV	54813	001	09295	11/4/2010	20467	25,000.00		111501	LANDFORM PROFESSIONAL SERVICES
	LANDFORM PROFESSIONAL SERVICES	OCT 2010	PV	54813	002	09295	11/4/2010	20467	260.24			
	105 5TH AVENUE SOUTH SUITE 513	OCT 2010	PV	54813	003	09295	11/4/2010	20467	21.98			
	MINNEAPOLIS MN 55401			Summary Total					25,282.22			
		CREDIT ON PREVIOUS INVOICE	PD	54814	001	09297	6/1/2010	20227A	585.00-			
				Summary Total					585.00-			
		SEPT 2010	PV	54815	001	09295	10/27/2010	20461	573.06			
				Summary Total					573.06			
		AUG 2010	PV	54817	001	09295	10/27/2010	20460	939.74			
				Summary Total					939.74			
		JULY 2010 EXPENSES	PV	54818	001	09295	10/27/2010	20459	1,165.11			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
				Summary Total					1,165.11			
		MAY 2010 MARKETING	PV	54819	001	09295	7/16/2010	20306	4,220.00			
				Summary Total					4,220.00			
				Payment Amount					31,595.13			
100256	LANO EQUIPMENT INC	FITTINGS/HOSES	PV	54752	001	09410	10/13/2010	187896	124.32		100256	LANO EQUIPMENT INC
	LANO EQUIPMENT INC 6140 HIGHWAY 10 NW ANOKA MN 55303			Summary Total					124.32			
				Payment Amount					124.32			
100259	LEAGUE OF MN CITIES - INS TRUST	WIELER, MOLDENHAUER	PV	54753	001	09702	11/1/2010	110110	410.60		100259	LEAGUE OF MN CITIES - INS TRUST
	LEAGUE OF MN CITIES - INS TRUST C/O BERKLEY RISK SERVICES INC P O BOX 581517 MINNEAPOLIS MN 55458-1517			Summary Total					410.60			
				Payment Amount					410.60			
100266	LOGIS	NETWORK CHARGES	PV	54786	001	09101	10/31/2010	32856	288.00		100266	LOGIS
	LOGIS 5750 DULUTH STREET GOLDEN VALLEY MN 55422-4036			Summary Total					288.00			
				Payment Amount					288.00			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
100268	LRRWMO - CITY OF ANOKA	PERMIT 03-07	PV	54754	001	09804	11/2/2010	256	216.00		100268	LRRWMO - CITY OF ANOKA
	LRRWMO - CITY OF ANOKA 2015 - 1ST AVENUE NORTH ANOKA MN 55303			Summary Total					216.00			
				Payment Amount					216.00			
106741	LSA DESIGN INC	RAMSEY DECK BIDDING	PV	54787	001	09468	10/31/2010	1118	4,577.74		106741	LSA DESIGN INC
	LSA DESIGN INC ONE FINANCIAL PLAZA 120 SOUTH SIXTH STREET SUITE 1700 MINNEAPOLIS MN 55402			Summary Total					4,577.74			
				Payment Amount					4,577.74			
106616	MARTIN-MCALLISTER, INC	PER EVAL- A. BACKMAN	PV	54788	001	09101	10/31/2010	7135	800.00		106616	MARTIN-MCALLISTER, INC
	MARTIN-MCALLISTER, INC 3900 IDS CENTER MINNEAPOLIS MN 55402			Summary Total					800.00			
				Payment Amount					800.00			
100284	MENARDS-ER	MISC SUPPLIES	PV	54755	001	09601	10/26/2010	8438	311.54		100284	MENARDS-ER
	MENARDS 19521 EVANS STREET NW ELK RIVER MN 55330-1077			Summary Total					311.54			

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				Payment Amount					311.54			
100285	MET COUNCIL ENVIRONMENTAL SRV	WASTEWATER DEC 2010	PV	54790	001	09602	11/2/2010	0000944976	46,547.32		100285	MET COUNCIL ENVIRONMENTAL SRV
	MET COUNCIL ENVIRONMENTAL SRV			Summary Total					46,547.32			
	SDS-12-1064											
	P O BOX 86											
	MINNEAPOLIS MN 55486-1064											
				Payment Amount					46,547.32			
100289	METRO SALES INC	COPIER QTR BILLING	PV	54789	001	09101	10/29/2010	384817	1,991.15		100289	METRO SALES INC
	METRO SALES INC	COPIER QTR BILLING	PV	54789	002	09101	10/29/2010	384817	594.76			
	1620 EAST 78TH STEET			Summary Total					2,585.91			
	MINNEAPOLIS MN 55423											
				Payment Amount					2,585.91			
106653	MN DEPT OF EMPLOYMENT & ECONOMIC DEVELOP	CDAP-03-0008-H-FY04 PANT PREC	PV	54791	001	09232	11/4/2010	110410	128.50		106653	MN DEPT OF EMPLOYMENT & ECONOMIC DEVELOP
	MN DEPT OF EMPLOYMENT & ECONOMIC DEVELOP			Summary Total					128.50			
	ATTEN: FISCAL SERVICES DIVISION											
	332 MINNESOTA ST SUITE 200											
	ST PAUL MN 55101-1350											
				Payment Amount					128.50			

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112274	MORAN, JOHN	HAPPY DAYS-5K- RACE	PV	54728	001	09297	10/21/2010	102110	248.00		112274	MORAN, JOHN
	JOHN MORAN 2936 COUNTY ROAD 101 WAYZATA MN 55391			Summary Total					248.00			
				Payment Amount					248.00			
100341	MTI DISTRIBUTING INC	MISC PARTS	PV	54756	001	09101	10/22/2010	762313.00	90.45		100341	MTI DISTRIBUTING INC
	MTI DISTRIBUTING INC	MISC PARTS	PV	54756	002	09101	10/22/2010	762313.00	198.00			
	SDS 12-1900 P O BOX 86 MINNEAPOLIS MN 55486-1900			Summary Total					288.45			
				Payment Amount					288.45			
100360	NORTH STAR TOWING INC	TOW	PV	54826	001	09101	10/5/2010	91116	160.31		100360	NORTH STAR TOWING INC
	NORTH STAR TOWING INC 833 NORTH STREET ANOKA MN 55303			Summary Total					160.31			
				Payment Amount					160.31			
100368	OFFICE DEPOT	RETURN -LETTER	PD	54792	001	09101	10/19/2010	537409435001	29.21-		100368	OFFICE DEPOT

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		HOLDER										
	OFFICE DEPOT			Summary Total					29.21-			
	P O BOX 70049	LETTER HOLDER	PV	54793	001	09101	10/14/2010	537409436001	29.21			
	LOS ANGELES CA 90074-0049			Summary Total					29.21			
********	3717 Amount Under Payment Limit			Payment Amount								
100812	PARTS ASSOCIATES INC	MISC SUPPLIES	PV	54757	001	09101	10/22/2010	PAI0971111	490.25		100812	PARTS ASSOCIATES INC
	PARTS ASSOCIATES INC 12420 PLAZA DRIVE CLEVELAND OH 44130			Summary Total					490.25			
				Payment Amount					490.25			
109865	PLAYPOWER	MISC PARTS	PV	54821	001	09101	9/8/2010	1400148545	1,654.57		109865	PLAYPOWER
	PLAYPOWER 6078 PAYSPHERE CIRCLE CHICAGO IL 60674			Summary Total					1,654.57			
				Payment Amount					1,654.57			
107978	PREMIER COMMERCIAL PROPERTIES INC	6745 HWY 10	PV	54794	001	09410	10/31/2010	2623	400.00		107978	PREMIER COMMERCIAL PROPERTIES INC
	PREMIER COMMERCIAL PROPERTIES INC 6897 139TH LANE NW RAMSEY MN 55303			Summary Total					400.00			

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				Payment Amount					400.00			
107227	PUBLIC SAFETY EQUIPMENT LLC	TUNING FORK POUCH	PV	54795	001	09101	11/1/2010	2766	232.45		107227	PUBLIC SAFETY EQUIPMENT LLC
	PUBLIC SAFETY EQUIPMENT LLC 1689 WINDSOR DRIVE SO. SHAKOPEE MN 55379			Summary Total					232.45			
				Payment Amount					232.45			
111806	RAPID ELECTRIC	GROUND ROD	PV	54796	001	09297	10/28/2010	683	500.94		111806	RAPID ELECTRIC
	RAPID ELECTRIC 4810 75TH AVENUE NE SAUK RAPIDS MN 56379			Summary Total					500.94			
				Payment Amount					500.94			
100418	RDO EQUIPMENT CO	WATER PUMP/ GASKET	PV	54759	001	09101	10/25/2010	P61327	282.46		100418	RDO EQUIPMENT CO
	POWERPLAN 0IB 21310 NETWORK PLACE CHICAGO IL 60673-1213			Summary Total					282.46			
				Payment Amount					282.46			
101018	RIVERBLOOD, MARK	MISC REIMBURSEMENT	PV	54758	001	09101	11/8/2010	110810	12.00		101018	RIVERBLOOD, MARK
	MARK RIVERBLOOD	MISC REIMBURSEMENT	PV	54758	002	09101	11/8/2010	110810	56.00			

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	4433 75TH AVENUE			Summary Total					68.00			
	PRINCETON TWP. MN 55371											
				Payment Amount					68.00			
111100	RUM RIVER CONTRACTING INC	ASPHALT TRAIL	PV	54760	001	09101	10/31/2010	4644	9,000.00		111100	RUM RIVER CONTRACTING INC
	RUM RIVER CONTRACTING INC			Summary Total					9,000.00			
	31913 124TH STREET											
	PRINCETON MN 55371											
				Payment Amount					9,000.00			
107711	SCHINDLER ELEVATOR	QTR BILLING 11-10/1-11	PV	54797	001	09101	11/1/2010	8102755411	476.76		107711	SCHINDLER ELEVATOR
	SCHINDLER ELEVATOR			Summary Total					476.76			
	875 BLUE GENTIAN ROAD											
	EGAN MN 55121											
				Payment Amount					476.76			
112235	SHARP CREATIVE	MARKETING-BANNERS	PV	54798	001	09295	11/3/2010	110310	5,127.03		112235	SHARP CREATIVE
	SHARP CREATIVE			Summary Total					5,127.03			
	105 FIFTH AVE S. # 513	MARKETING-GRAPHIC DEV	PV	54799	001	09295	11/11/2010	111110	1,726.03			
	MINNEAPOLIS MN 55401			Summary Total					1,726.03			
				Payment Amount					6,853.06			

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100474	SUPERIOR STRIPING INC	CENTRAL PARK-NO PARK	PV	54761	001	09101	10/20/2010	28317	200.00		100474	SUPERIOR STRIPING INC
	SUPERIOR STRIPING INC				Summary Total				200.00			
	14021 BASALT STREET NW	RHINESTONE STREET	PV	54825	001	09804	11/9/2010	28391	245.00			
	RAMSEY MN 55303				Summary Total				245.00			
					Payment Amount				445.00			
100485	TIMESAVER OFF SITE SECRETARIAL INC	OCT 26 MEETING	PV	54800	001	09101	10/29/2010	M18036	313.75		100485	TIMESAVER OFF SITE SECRETARIAL INC
	TIMESAVER OFF SITE SECRETARIAL INC 28601 HUB DRIVE MADISON LAKE MN 56063-4179				Summary Total				313.75			
					Payment Amount				313.75			
112079	TOKLE INSPECTIONS INC	INSPECTIONS	PV	54801	001	09101	11/1/2010	110110	1,761.75		112079	TOKLE INSPECTIONS INC
	TOKLE INSPECTIONS INC 1748 123RD AVENUE NW COON RAPIDS MN 55448				Summary Total				1,761.75			
					Payment Amount				1,761.75			
100494	TRUGREEN CHEMLAWN INC	WATER TOWER/ GARDENS	PV	54762	001	09101	10/19/2010	6613102510	145.00		100494	TRUGREEN CHEMLAWN INC

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	TRUGREEN CHEMLAWN INC P O BOX 170 OSSEO MN 55369			Summary Total					145.00			
				Payment Amount					145.00			
111742	TWIN CITY WATER CLINIC INC	10 WATER SAMPLES	PV	54763	001	09601	11/2/2010	766	150.00		111742	TWIN CITY WATER CLINIC INC
	TWIN CITY WATER CLINIC INC 617 13TH AVENUE SOUTH HOPKINS MN 55343			Summary Total					150.00			
				Payment Amount					150.00			
111084	U OF MN	BUILD OFF MTG 2011	PV	54773	001	09101	11/1/2010	110110	180.00		111084	U OF MN
	U OF MN			Summary Total					180.00			
				Payment Amount					180.00			
109912	ULRICH, KURTIS G.	REIMBURSEMENTS	PV	54823	001	09101	11/11/2010	111110	29.00		109912	ULRICH, KURTIS G.
	KURTIS G. ULRICH 11639 OAKVIEW COURT CHAMPLIN MN 55316			Summary Total					29.00			
				Payment Amount					29.00			
105628	WELLS CATERING SERVICE	LUNCHES-NIGHT SHOOT	PV	54802	001	09101	11/1/2010	23567	72.61		105628	WELLS CATERING SERVICE

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2010

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	WELLS CATERING SERVICE 6139 HWY 10 NW RAMSEY MN 55303			Summary Total					72.61			
				Payment Amount					72.61			
107877	WILSON DEVELOPMENT SERVICES	RE: E-Z AUTO	PV	54824	001	09410	10/19/2010	22200	234.00		107877	WILSON DEVELOPMENT SERVICES
	WILSON DEVELOPMENT SERVICES 510 N CHESTNUT STREET SUITE 200 CHASKA MN 55318			Summary Total					234.00			
				Payment Amount					234.00			
				Total Amount to be Processed					209,544.08			
				Total Number of Payments to be Processed					66			

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2010

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
101166	ALLIED BLACKTOP CO.	PAY EST 2 PAVE MAINT A	PV	54834	001	09490	10/26/2010	102610	3,505.41		101166	ALLIED BLACKTOP CO.
	ALLIED BLACKTOP CO.	PAY EST 2 PAVE MAINT A	PV	54834	002	09490	10/26/2010	102610	5,688.29			
	BITUMINOUS CONTRACTORS	PAY EST 2 PAVE MAINT A	PV	54834	003	09490	10/26/2010	102610	8,744.39			
	10503 89TH AVE N MAPLE GROVE MN 55369				Summary Total				17,938.09			
					Payment Amount				17,938.09			
100951	CB&I INC	PAY EST 16 WATER TOWER 3	PV	54835	001	09601	11/1/2010	147815-16	970.00		100951	CB&I INC
	CB&I INC P O BOX 846217 DALLAS TX 75284-6217				Summary Total				970.00			
					Payment Amount				970.00			
109910	GREAT NORTHERN LANDSCAPE INC	PAY EST 3 E. MEAND.PARK LANDSC	PV	54836	001	09468	11/4/2010	110410	24,006.50		109910	GREAT NORTHERN LANDSCAPE INC
	GREAT NORTHERN LANDSCAPE INC 19720 IGUANA STREET NW ELK RIVER MN 55330				Summary Total				24,006.50			
					Payment Amount				24,006.50			
111526	NORTHERN ESCROW INC	PAY EST-FINAL 167TH AVE	PV	54837	001	09402	11/4/2010	110410	41,159.15		111526	NORTHERN ESCROW INC
	NORTHERN ESCROW INC				Summary Total				41,159.15			

Bank Account	00002224 CASH IN BANK
Version	LOGIS003V
Originator	JLIPSKI
Payment Instrument	Check Payment
Pay Through Date	12/31/2010

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	FBO: HENNEN CONSTRUCTION CO 1276 SOUTH ROBERT STREET WEST ST PAUL MN 55118											
				Payment Amount					41,159.15			
111100	RUM RIVER CONTRACTING INC	PAY EST 1-PAVE 151ST,152ND/F LU	PV	54838	001	09489	11/4/2010	110410	174,189.45		111100	RUM RIVER CONTRACTING INC
	RUM RIVER CONTRACTING INC 31913 124TH STREET PRINCETON MN 55371											
				Summary Total					174,189.45			
				Payment Amount					174,189.45			
111930	W. GOHMAN CONSTRUCTION CO.	PAY EST 7 E MEAND. PARK	PV	54839	001	09468	10/31/2010	103110	13,437.61		111930	W. GOHMAN CONSTRUCTION CO.
	W. GOHMAN CONSTRUCTION CO. BOX 250 815 E COUNTY ROAD 75 ST JOSEPH MN 56374											
				Summary Total					13,437.61			
				Payment Amount					13,437.61			
				Total Amount to be Processed					271,700.80			
				Total Number of Payments to be Processed					6			

CC Regular Session **Item #: 5. 8.**

Date: 11/23/2010

By: MaryJo Warner
Engineering/Public Works

Information

Title:

Resolution Authorizing Final Payment to Allied Blacktop for Division A of the 2010 Pavement Maintenance Program

Background:

Completed work has been inspected.

Council Action:

Authorize Payment.

Attachments

Pay resolution

Payment Attachment

Form Review

Inbox	Reviewed By	Date
Tim Himmer	Tim Himmer	11/17/2010 02:09 PM
Mary Jo Warner (Originator)	MaryJo Warner	11/17/2010 02:18 PM
Tim Himmer	Tim Himmer	11/17/2010 02:22 PM
Brian Olson	Brian Olson	11/17/2010 02:38 PM
Kurt Ulrich	Jo Thieling	11/17/2010 03:12 PM
Form Started By: MaryJo Warner		Started On: 11/16/2010 12:59 PM
Final Approval Date: 11/17/2010		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #10-11-XXX

RESOLUTION AUTHORIZING FINAL PAYMENT TO ALLIED BLACKTOP FOR DIVISION A OF THE 2010 PAVEMENT MAINTENANCE PROGRAM

WHEREAS, the Ramsey City Council authorized the preparation of plans and specifications for the above referenced work; and

WHEREAS, the Ramsey City Council approved the plans and specifications and the advertisement for bids for the above referenced work on May 11, 2010; and

WHEREAS, pursuant to an advertisement for bids for the 2010 Street Maintenance Program, bids were received, opened and tabulated according to law on July 1, 2010; and

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to Allied Blacktop in the amount of $263,474.35.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends final payment to Allied Blacktop in the amount of $17,938.09.

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

1) That the City Council hereby authorizes final payment to Allied Blacktop Inc. for the 2010 Street Maintenance Program – Division A in the amount of $17,938.09.

2) That the City Council hereby accepts the pay request and authorizes the Mayor or City Administrator to sign the release form for this payment.

3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of November 23, 2010.

4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of November, 2010.

ATTEST: Mayor

City Clerk

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PAY ESTIMATE NO. 2

Date: October 26, 2010
Project: 2010 Pavement Maintenance Program – Division A
Contractor: Allied Blacktop Inc.
Contract Amount: $271,143.41 (includes CO#1)
Award Date: July 14, 2010

No	Item	Bid	Unit	Unit price	To Date	Extension
1	Mobilization	1	ls	$ 5,000.00	1	$ 5,000.00
2	Traffic Control	1	ls	$ 5,000.00	1	$ 5,000.00
3	Bituminous Crack Sealing Material	25,911	lbs	$ 1.40	23,030	$ 32,242.00
4	Seal concrete joint	12,000	ft	$ 2.25	18,896	$ 42,516.00
5	CRS-2 Bit Material	42,066	gals	$ 2.40	40,650	$ 97,560.00
6	CRS-2p Bit Material	10,828	gals	$ 2.80	10,445	$ 29,246.00
7	FA 2 Granite Aggregate	172,263	sq yds	$ 0.30	172,263	$ 51,678.90
8	FA 2 1/2 Granite Aggregate	22,337	sq yds	$ 0.30	22,337	$ 6,701.10
9	Dashed Yellow Epoxy Stripping	50	lft	$ 0.40	140	$ 56.00
10	Double Yellow Epoxy Stripping	2,220	lft	$ 0.75	3,086	$ 2,314.50
11	Dashed White Epoxy Stripping	365	lft	$ 0.55	640	$ 352.00
12	Solid White Epoxy Stripping	6,488	lft	$ 0.22	6,237	$ 1,372.14
13	Epoxy Zebra Crosswalks	234	sq ft	$ 4.65	432	$ 2,008.80
14	White Epoxy Stp Bars	3	ea	$ 210.00	4	$ 840.00
15	White epoxy turn arrow *(R or L)*	20	ea	$ 140.00	12	$ 1,680.00
16	White epoxy turn / thru arrow *(R or L)*	2	ea	$ 190.00	13	$ 2,470.00
FC	24" Solid Line Yellow Epoxy		ft	$ 5.00	75	$ 375.00

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		$	**281,412.44**
Less Previous Payments:	PPE #1	$	263,474.35
Less Retainage @ 5%:		**$**	**-**
Total Due This Payment:		**$**	**17,938.09**

Contractor: I hereby certify that all items shown are correct for the work completed to date:

_____ _____
Allied Blacktop Co. Date

Engineer: I hereby certify the above work is complete:

_____ _____
Steven J Jankowski PE Date

Pay distribution:

IP 10-01 $3,505.40
IP 10-02 $5,688.29
IP 10-03 $8,744.39

CC Regular Session **Item #: 5. 9.**

Date: 11/23/2010

By: MaryJo Warner
Engineering/Public Works

Information

Title:

Resolution Authorizing 16th Partial Payment to Chicago Bridge & Iron (CB&I), Inc. for IP 08-21 Water Tower #3

Background:

Completed work has been inspected and approved.

Council Action:

Authorize Payment.

Attachments

Pay Resolution

Resolution Attachment

Form Review

Inbox	Reviewed By	Date
Tim Himmer	Tim Himmer	11/17/2010 01:44 PM
Brian Olson	Brian Olson	11/17/2010 01:48 PM
Kurt Ulrich	Jo Thieling	11/17/2010 03:12 PM
Form Started By: MaryJo Warner		Started On: 11/17/2010 10:55 AM
Final Approval Date: 11/17/2010		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #10-11-XXX

RESOLUTION AUTHORIZING 16TH PARTIAL PAYMENT TO CHICAGO BRIDGE & IRON (CB&I), INC FOR IP 08-21 WATER TOWER #3

WHEREAS, the Ramsey City Council authorized the preparation of plans and specifications for the above referenced work on January 27, 2009; and

WHEREAS, the Ramsey City Council approved the plans and specifications and authorized the advertisement for bids for the above referenced work on May 12, 2009; and

WHEREAS, pursuant to an advertisement for bids for IP 08-21, Water Tower #3, bids were received, opened, tabulated, and a project awarded according to law on June 23, 2009; and

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends 1st partial payment to CB & I, Inc. in the amount of $60,610.00.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends 2nd partial payment to CB & I, Inc. in the amount of $223,796.25.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends 3rd partial payment to CB & I, Inc. in the amount of $799,427.85.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends 4th partial payment to CB & I, Inc. in the amount of $301,564.58.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends 5th partial payment to CB & I, Inc. in the amount of $333,016.32.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends 6th partial payment to CB & I, Inc. in the amount of $229,898.05.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends 7th partial payment to CB & I, Inc. in the amount of $185,938.16.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends 8th partial payment to CB & I, Inc. in the amount of $111,864.49.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends 9th partial payment to CB & I, Inc. in the amount of $89,491.60.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends 10th partial payment to CB & I, Inc. in the amount of $7,600.00.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends 11th partial payment to CB & I, Inc. in the amount of $178,092.36.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends 12th partial payment to CB & I, Inc. in the amount of $84,986.55.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends 13th partial payment to CB & I, Inc. in the amount of $254,959.65.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends 14th partial payment to CB & I, Inc. in the amount of $118,650.40.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends 15th partial payment to CB & I, Inc. in the amount of $147,920.15.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends 16th partial payment to CB & I, Inc. in the amount of $970.00.

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

1) That the City Council hereby authorizes partial payment to CB & I, Inc. for Improvement Project 08-21, Water Tower #3 in the amount of $970.00.

2) That the City Council hereby accepts the partial pay request and authorizes the Mayor or City Administrator to sign the release form for this payment.

3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of November 23rd, 2010.

4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 23rd day of November, 2010.

ATTEST: Mayor

City Clerk

TO: (OWNER) City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

CUSTOMER PROJECT:
Water Tower No.3
Project No.08-21

APPLICATION NO: 16
CB&I NO. 37147815
PERIOD TO: 10/30/10

Distribution to:
☐ OWNER
☐ ENGINEER
☐ CONTRACTOR
☐ OTHER

FROM (CONTRACTOR):
CB&I Inc. - Steel Plate Structures
9550 Hickman Road Clive, IA 50325-5316

VIA (ENGINEER):
Progressive Consulting Engineers, Inc.
6120 Earle Brown Drive, Suite 629
Minneapolis, MN 55430

ENGINEER'S PROJECT NO: Project No. 08015

CONTRACT DATE: 07/09/09

CONTRACT FOR:
2MMG HP / 152' TCL
16600 St. Francis Blvd., Unit #2

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		37,153.00	
TOTAL		37,153.00	0.00
Approved this Application			
Number	Date Approved		
TOTALS		0.00	0.00
Net change by Change Orders		37,153.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief that the Work covered by this Aplication for Payment has been completed in accordance with Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: CB&I Inc. - Steel Plate Structures

By: _____ Date: November 1, 2010
A/R Administrator

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$3,188,400.00
2. Net change by Change Orders		$37,153.00
3. CONTRACT SUM TO DATE (Line 1+/-2)		$3,225,553.00
4. TOTAL COMPLETED & STORED TO DATE (Col G on G703)		$3,225,553.00
5. RETAINAGE:		
a. 3% of Completed Work (Col D + E on G703)	$96,766.59	
b. 0% of Stored Material Col F on G703)	0.00	
Total Retainage (Line 5a + 5b or (Total in Col I of G703)		$96,766.59
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$3,128,786.41
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$3,127,816.41
8. CURRENT PAYMENT DUE		$970.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$96,766.59

State of: IOWA County of: POLK
Subscribed and sworn to before me this 1st day of November, 2010.
Notary Public Gayla L. Zenz
My Commission expires: Dec. 03, 2010

GAYLA L. ZENZ
Commission Number 713888
My Commission Expires
December, 3 2010

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $970.00
(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: Progressive Consulting Engineers, Inc.
By: Brian Zimmerl Date: 11/2/10

OWNER: City of Ramsey
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

NOV-2-2010 15:54 FROM:PCE 7635609133 TO:7634339898 P:3/5

CC Regular Session **Item #: 5. 10.**

Date: 11/23/2010

By: MaryJo Warner
Engineering/Public Works

Information

Title:

Resolution Authorizing 7th Partial Payment to W. Gohman Construction Co. for Contract A Improvement Project #10-23 East Meandering Commons Park

Background:

Completed work has been inspected.

Council Action:

Approve payment.

Attachments

Pay Resolution

Pay Resolution Attachment

Form Review

Inbox	Reviewed By	Date
Tim Himmer	Tim Himmer	11/17/2010 02:07 PM
Brian Olson	Brian Olson	11/17/2010 02:10 PM
Kurt Ulrich	Jo Thieling	11/17/2010 03:12 PM
Form Started By: MaryJo Warner		Started On: 11/17/2010 12:35 PM
Final Approval Date: 11/17/2010		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #10-11-XXX

RESOLUTION AUTHORIZING 7TH PARTIAL PAYMENT TO W. GOHMAN CONSTRUCTION CO. FOR CONTRACT A IMPROVEMENT PROJECT #10-23 EAST MEANDERING COMMONS PARK

WHEREAS, on January 26, 2010 the Ramsey City Council authorized the solicitation of bids from plans prepared by URS Corporation, Close Landscape Architecture, and City staff; and

WHEREAS, pursuant to an advertisement for bids for Improvement Project 10-23, East Meandering Commons Park, bids were received, opened and tabulated according to law on March 26, 2010; and

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to W. Gohman Construction Co. in the amount of $440,807.47.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to W. Gohman Construction Co. in the amount of $763,276.64.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to W. Gohman Construction Co. in the amount of $421,391.51.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to W. Gohman Construction Co. in the amount of $364,811.68.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to W. Gohman Construction Co. in the amount of $169,591.00.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to W. Gohman Construction Co. in the amount of $200,063.00.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to W. Gohman Construction Co. in the amount of $13,437.61.

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

1) That the City Council hereby authorizes partial payment to W. Gohman Construction Co. for the IP 10-23 East Meandering Commons Park in the amount of $13,437.61.

2) That the City Council hereby accepts the pay request and authorizes the Mayor or City Administrator to sign the release form for this payment.

3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of November 2010.

4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of November, 2010.

ATTEST: Mayor

City Clerk

111930
0475,6530
$13,437.61 20102340

APPLICATION FOR PAYMENT NO. 7					Contractor For:		East Meandering Commons Park				Job #003
Project No. Improvement Project 10-23											
Owner: City of Ramsey					Agreement Date:		4/14/2010				
Contractor: W. Gohman Construction Co.					Period:		10/1/10 - 10/31/10				
				Contract		This Payment		Previous Billed		Work to Date	
Item #	Description of Work		Unit Cost	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
	GRADING										
1	REMOVE CONCRETE CURB AND GUTTER	LF	$5.25	40	$210.00			15.00	78.75	15.00	78.75
2	SILT FENCE, TYPE HEAVY DUTY	LF	$1.47	4,000	$5,880.00			70.00	102.90	70.00	102.90
3	INLET PROTECTION	EA	$157.50	10	$1,575.00			0.00	0.00	0.00	0.00
4	OUTLET PROTECTION	EA	$262.50	1	$262.50			1.00	262.50	1.00	262.50
5	MASS GRADING (PLAN)	CY	$2.73	29,500	$80,535.00			29500.00	80,535.00	29500.00	80,535.00
6	NETLON SOILS/Grass Pave	LS	$4,016.25	1	$4,016.25	0.47	$1,887.64	0.53	2,128.61	1.00	4,016.25
7	TOPSOIL BORROW (LV) 6" depth	CY	$14.70	4,176	$61,387.20			4176.00	61,387.20	4176.00	61,387.20
8	DEWATERING	LS	$177,903.60	1	$177,903.60			1.00	177,903.60	1.00	177,903.60
9	GEOTEXTILE FABRIC TYPE V	SY	$1.58	5,000	$7,900.00			0.00	0.00	0.00	0.00
10	IMPACTED SOIL DISPOSAL	CY	$31.50	50	$1,575.00			0.00	0.00	0.00	0.00
11	COMMON BORROW	CY	$5.78	500	$2,890.00			21231.00	122,715.18	21231.00	122,715.18
12	SUBGRADE EXCAVATION	CY	$3.15	500	$1,575.00			6204.00	19,542.60	6204.00	19,542.60
13	SELECT GRANULAR	TON	$7.88	800	$6,304.00			0.00	0.00	0.00	0.00
14	CONTAMINATED SOIL	CY	$31.50	100	$3,150.00			0.00	0.00	0.00	0.00
	RETAINING WALLS 1, 2 AND 3										
15	RETAINING WALLS LUMP SUM	LS	$514,747.80	1	$514,747.80			1.00	514,747.80	1.00	514,747.80
	Mobilization	LS	$145,488.00	1	$145,488.00			1.00	145,488.00	1.00	145,488.00
	WATERMAIN (see sheets 15-16 of 19)										
16	4" DIP CL 53WATERMAIN	LF	$30.45	400	$12,180.00			454.00	13,824.30	454.00	13,824.30
17	WATERMAIN FITTINGS	LBS	$5.78	500	$2,890.00			410.00	2,369.80	410.00	2,369.80
18	CONNECT TO EXISTING	EA	$1,627.50	1	$1,627.50			1.00	1,627.50	1.00	1,627.50
19	1" CORPORATION STOP	EA	$84.00	1	$84.00			2.00	168.00	2.00	168.00
20	1" CURB STOP & BOX	EA	$210.00	1	$210.00			1.00	210.00	1.00	210.00
21	1" TYPE K COPPER PIPE	LF	$19.95	40	$798.00			45.00	897.75	45.00	897.75
	STORM SEWER										
22	7'X3' PRECAST CONC BOX CULVERT	LF	$372.75	48	$17,892.00	3.00	$1,118.25	45.00	16,773.75	48.00	17,892.00
23	7'X3' TRASH GUARD	EA	$3,412.50	1	$3,412.50			1.00	3,412.50	1.00	3,412.50
24	INSTALL OUTLET MANHOLE 7A	LS	$9,240.00	1	$9,240.00			1.00	9,240.00	1.00	9,240.00
25	PROVIDE COVER FOR MANHOLE 7A	LS	$2,625.00	1	$2,625.00			1.00	2,625.00	1.00	2,625.00
26	15" PVC PIPE APRON	EA	$262.50	2	$525.00			2.00	525.00	2.00	525.00
27	15" HDPE SEWER	LF	$23.10	78	$1,801.80			78.00	1,801.80	78.00	1,801.80
28	REMOVE & SALVAGE 15" HDPE SEWER	LF	$10.50	40	$420.00			0.00	0.00	0.00	0.00
29	24" HDPE PIPE SEWER	LF	$52.50	641	$33,652.50			655.00	34,387.50	655.00	34,387.50
30	33" RCP	LF	$57.75	24	$1,386.00			0.00	0.00	0.00	0.00

31	33" RCP APRON W/ GRATE	LS	$1,470.00	1	$1,470.00			0.00	0.00	0.00	0.00
32	54" RCP SEWER	LF	$157.50	8	$1,260.00			16.00	2,520.00	16.00	2,520.00
33	REMOVE 60" RCP SEWER AND STRUCTURE	LS	$1,050.00	1	$1,050.00			1.00	1,050.00	1.00	1,050.00
34	CONSTRUCT DRAWDOWN MH STRUCTURE	EA	$3,150.00	1	$3,150.00			1.00	3,150.00	1.00	3,150.00
35	CONNECT TO EXISTING STORM SEWER	EA	$525.00	6	$3,150.00			5.00	2,625.00	5.00	2,625.00
36	INSTALL DRAINAGE SPLITTER BOX	EA	$4,200.00	4	$16,800.00			4.00	16,800.00	4.00	16,800.00
37	CONST PRIM TREATMENT BASIN 1 (SB45A)	LS	$25,247.25	1	$25,247.25			1.00	25,247.25	1.00	25,247.25
38	CONST PRIM TREATMENT BASIN 2 (SB28A)	LS	$31,947.30	1	$31,947.30			1.00	31,947.30	1.00	31,947.30
39	CONST PRIM TREATMENT BASIN 3 (SB6)	LS	$30,284.10	1	$30,284.10			1.00	30,284.10	1.00	30,284.10
40	CONST PRIM TREATMENT BASIN 4 (SB5B)	LS	$18,144.00	1	$18,144.00			1.00	18,144.00	1.00	18,144.00
41	CASTING ASSEMBLY	EA	$546.00	5	$2,730.00			5.00	2,730.00	5.00	2,730.00
42	ADJUST CASTING	EA	$210.00	5	$1,050.00			5.00	1,050.00	5.00	1,050.00
	LINER INSTALLATION										
43	LINER INSTALLATION LUMP SUM	LS	$259,666.05	1	$259,666.05			1.00	259,666.05	1.00	259,666.05
	Deduct 5081 CY of Top Soil	CY	$14.70	(5,081)	($74,690.70)			(5081.00)	(74,690.70)	(5081.00)	(74,690.70)
	PAVEMENT										
44	6" CONCRETE WALK	SF	$3.78	5,920	$22,377.60			8085.80	30,564.32	8085.80	30,564.32
45	4" CONCRETE PAD (TRASH RECEPTACLES, BIKE RACK,				$0.00			0.00	0.00	0.00	0.00
46	DRINKING FOUNTAIN)	SF	$3.68	300	$1,104.00			300.00	1,104.00	300.00	1,104.00
47	2-1/2" BITUMINOUS WALK (LVWE45030B)	TON	$84.00	625	$52,500.00			472.69	39,705.96	472.69	39,705.96
48	4" AGGREGATE BASE(CV) CLASS 5 (MOD) (S	TON	$14.39	1,390	$20,002.10			1116.66	16,068.74	1116.66	16,068.74
49	CONCRETE CURB & GUTTER DESIGN B618	LF	$26.25	40	$1,050.00			15.00	393.75	15.00	393.75
50	PEDESTRIAN CURB RAMP	EA	$105.00	8	$840.00			8.00	840.00	8.00	840.00
51	TRUNCATED DOMES	SF	$26.25	32	$840.00			32.00	840.00	32.00	840.00
52	CONCRETE BENCH PAD	EA	$210.00	6	$1,260.00			6.00	1,260.00	6.00	1,260.00
	IRRIGATION SYSTEM										
53	IRRIGATION SYSTEM LUMP SUM	LS	$127,169.70	1	$127,169.70	0.05	$6,358.48	0.95	120,811.22	1.00	127,169.70
	LAWNS AND GRASSES										
54	TURF SEEDING	SY	$0.34	22,990	$7,816.60	4,433.75	$1,507.48	10156.25	3,453.13	14590.00	4,960.61
55	TALL WET SEED MIX	SY	$16.80	409	$6,871.20			409.00	6,871.20	409.00	6,871.20
56	SHORT WET SEED MIX	SY	$16.80	443	$7,442.40			443.00	7,442.40	443.00	7,442.40
57	SPREADER BASIN SEED MIX	SY	$19.95	1,040	$20,748.00			1040.00	20,748.00	1040.00	20,748.00
	SITE FURNISHINGS										
58	BENCHES- HESS AMERICA CORVUS	EA	$4,368.00	6	$26,208.00			6.00	26,208.00	6.00	26,208.00
	PEDESTRIAN BRIDGE (28')										
59	28' PEDESTRIAN BRIDGE LUMP SUM	LS	$61,081.65	1	$61,081.65			1.00	61,081.65	1.00	61,081.65
	AMPHITHEATER										
60	AMPHITHEATER LUMP SUM	LS	$220,509.45	1	$220,509.45			1.00	220,509.46	1.00	220,509.46

	ALTERNATE K - OBSERVATION PLATFORM C										
61	ALTERNATE K LUMP SUM	LS	$34,000.00	1	$34,000.00			1.00	34,000.00	1.00	34,000.00
	ALTERNATE N - Well										
62	ALTERNATE N LUMP SUM	LS	$27,000.00	1	$27,000.00			1.00	27,000.00	1.00	27,000.00
	Change Order # 1										
	Alternate I Observation Platform A	LS	$11,790.75	1	$11,790.75			1.00	11,790.75	1.00	11,790.75
	Alternate J Observation Platform B	LS	$50,413.00	1	$50,413.00			1.00	50,413.00	1.00	50,413.00
	Alternate L 60' Bridge	LS	$107,095.00	1	$107,095.00			1.00	107,095.00	1.00	107,095.00
	Misc. Changes										
	Redesigned Stage	LS	$19,710.90	1	$19,710.90			1.00	19,710.90	1.00	19,710.90
	Anderson Irrigation	LS	$3,691.60	1	$3,691.60			1.00	3,691.60	1.00	3,691.60
	Paint Finish	LS	$23,600.00	1	$23,600.00			1.00	23,600.00	1.00	23,600.00
	Site Furnishings	LS	$752.06	1	$752.06			1.00	752.06	1.00	752.06
	C & L Excavating 4" Insulation	LS	$957.00	1	$957.00			1.00	957.00	1.00	957.00
	Tom Sauter Stairs Excavation	LS	$3,300.00	1	$3,300.00			1.00	3,300.00	1.00	3,300.00
	Bonus for Completion Date Met	LS	$10,000.00	1	$10,000.00			1.00	10,000.00	1.00	10,000.00
	WET LAND AREA SOIL CORRECTIONS										
	Platform C Soil Correction	LS	$2,100.00	1	$2,100.00			1.00	2,100.00	1.00	2,100.00
	Platform B Soil Correction	LS	$6,300.00	1	$6,300.00			1.00	6,300.00	1.00	6,300.00
	60' Bridge Soil Correction	LS	$21,857.33	1	$21,857.33			1.00	21,857.33	1.00	21,857.33
	Dewatering	LS	$21,785.40	1	$21,785.40	1.00	($3,822.00)	1.00	25,607.40	1.00	21,785.40
	Fuel and Maintenance	LS	$2,173.50	1	$2,173.50			1.00	2,173.50	1.00	2,173.50
	Temp Road	LS	$3,150.00	1	$3,150.00			1.00	3,150.00	1.00	3,150.00
	Supervision	LS	$5,250.00	1	$5,250.00			1.00	5,250.00	1.00	5,250.00
	Misc. Changes										
	Prarie Restorations	LS	$3,444.10	1	$3,444.10			1.00	3,444.10	1.00	3,444.10
	Great Northern Landscapes addl. Sod	SY	$1.94	8000	$15,520.00	2,750.00	$5,335.00	5650.00	10,961.00	8400.00	16,296.00
	Misc. 6" Concrete Walk	SF	$3.78	2324.69	$8,787.32			2324.69	8,787.32	2324.69	8,787.32
	C & L Excavating Lid for Splitter Structure	LS	$11,010.57	1	$11,010.57			1.00	11,010.57	1.00	11,010.57
	R.P. Schroeder Construction	LS	$1,760.00	1	$1,760.00	1.00	$1,760.00	1.00	1,760.00	1.00	1,760.00
	TOTAL				$2,398,670.88		$14,144.85		$2,485,891.40		$2,498,276.25

The undersigned Contractor certifies that all previous payments received	Gross Amount Due	2,498,276.25
from the Owner for work done under this contract have been applied	Less Retainage (5%)	124,913.81
to discharge in full all obligations the Contractor incurred in connection	Amount Eligible To Date	2,373,362.44
with the work covered by said progress payments. The undersigned Contractor	Less Previous Payments	2,359,924.83
agrees to pay all subcontractors within 10 days of receipt of payment from	**Amount Due This Application**	**13,437.61**

	the municipality for undisputed services provided by the subcontractor.												
	The Contractor agrees to pay interest as described under Minnesota state statute.												
Contractor: W. Gohman Construction Co.			BY:						DATE:				
	P.O. Box 250												
	St. Joseph, MN 56374												
Eng/Arch: City of Ramsey			BY:						DATE:				
	7550 Sunwood Drive NW												
	Ramsey, MN 55303												
Owner:	**City of Ramsey**		BY:						DATE:				
	7550 Sunwood Drive NW												
	Ramsey, MN 55303												

CC Regular Session **Item #: 5. 11.**

Date: 11/23/2010

By: MaryJo Warner
Engineering/Public Works

Information

Title:

Resolution Authorizing 3rd Partial Payment to Great Northern Landscapes Inc. for Contract B Improvement Project #10-23 East Meandering Commons Park

Background:

Completed work has been inspected.

Council Action:

Authorize payment.

Attachments

Pay Resolution

Pay Resolution Attachment

Form Review

Inbox	Reviewed By	Date
Tim Himmer	Tim Himmer	11/17/2010 02:06 PM
Brian Olson	Brian Olson	11/17/2010 02:10 PM
Kurt Ulrich	Jo Thieling	11/17/2010 03:12 PM
Form Started By: MaryJo Warner		Started On: 11/17/2010 12:50 PM
Final Approval Date: 11/17/2010		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #10-11-XXX

RESOLUTION AUTHORIZING 3RD PARTIAL PAYMENT TO GREAT NORTHERN LANDSCAPES INC. FOR CONTRACT B IMPROVEMENT PROJECT #10-23 EAST MEANDERING COMMONS PARK

WHEREAS, on January 26, 2010 the Ramsey City Council authorized the solicitation of bids from plans prepared by URS Corporation, Close Landscape Architecture, and City staff; and

WHEREAS, pursuant to an advertisement for bids for Improvement Project 10-23, East Meandering Commons Park, bids were received, opened and tabulated according to law on March 26, 2010; and

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to Great Northern Landscapes, Inc. in the amount of $5,320.00.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to Great Northern Landscapes, Inc. in the amount of $85,525.84.00.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to Great Northern Landscapes, Inc. in the amount of $24,006.50.

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

1) That the City Council hereby authorizes partial payment to Great Northern Landscapes, Inc. for the IP 10-23 East Meandering Commons Park in the amount of $24,006.50.

2) That the City Council hereby accepts the pay request and authorizes the Mayor or City Administrator to sign the release form for this payment.

3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of November 2010.

4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of November, 2010.

ATTEST: Mayor

City Clerk

Pay Estimate Summary Sheet
IP 10-23, East Meandering Commons Park - Contract B (Landscaping)
City of Ramsey

Estimate No. **3**

TOTAL CONTRACT	$	102,087.20
CHANGE ORDERS	$	19,095.00
TOTAL WITH CHANGE ORDERS	$	121,182.20
STORED MATERIALS		
TOTAL, COMPLETED WORK TO DATE	$	120,897.20
TOTAL WORK COMPLETED PLUS STORED MATERIALS	$	120,897.20
RETAINED PERCENTAGE 5%	$	6,044.86
NET AMOUNT DUE TO CONTRACTOR TO DATE	$	114,852.34
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$	90,845.84
PAY CONTRACTOR PER ESTIMATE NO. 1	$	24,006.50

Certificate for Partial Payment

Contractor: Great Northern Landscaping, Inc.

By _____
Name Title

Date _____

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: CITY OF RAMSEY

By _____ City Engineer
Tim Himmer, PE

Date _____

APPROVED FOR PAYMENT:
OWNER: City of Ramsey

By _____
Name Title Date

CC Regular Session **Item #: 5. 12.**

Date: 11/23/2010

By: MaryJo Warner
Engineering/Public Works

Information

Title:

Resolution Authorizing 1st Partial Payment to Rum River Contracting for IP 08-34, The Bituminous Paving of 151st and 152nd Avenues, and Fluorine St.

Background:

Completed work has been inspected.

Council Action:

Approve payment.

Attachments

Pay Resolution

Pay Resolution Attachment

Form Review

Inbox	Reviewed By	Date
Tim Himmer	Tim Himmer	11/17/2010 02:05 PM
Brian Olson	Brian Olson	11/17/2010 02:11 PM
Kurt Ulrich	Jo Thieling	11/17/2010 03:13 PM
Form Started By: MaryJo Warner		Started On: 11/17/2010 12:55 PM
Final Approval Date: 11/17/2010		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #10-11-XXX

RESOLUTION AUTHORIZING 1ST PARTIAL PAYMENT TO RUM RIVER CONTRACTING FOR IP 08-34, THE BITUMINOUS PAVING OF 151ST AND 152ND AVENUES, AND FLUORINE STREET

WHEREAS, on January 12, 2010 the Ramsey City Council authorized the solicitation of bids from plans prepared by City staff; and

WHEREAS, pursuant to an advertisement for bids for Improvement Project 08-34, the bituminous paving of 151st and 152nd Avenues, and Fluorine Street, bids were received, opened and tabulated according to law; and

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to Rum River Contracting in the amount of $174,189.45.

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

1) That the City Council hereby authorizes partial payment to CB & I, Inc. for Improvement Project 08-21, Water Tower #3 in the amount of $174,189.45.

2) That the City Council hereby accepts the partial pay request and authorizes the Mayor or City Administrator to sign the release form for this payment.

3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of November 23, 2010.

4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of November 2010.

Mayor

ATTEST:

City Clerk

Pay Estimate Summary Sheet
IP 08-34 Bituminous Paving of 151st, 152nd, and Fluorine Street
City of Ramsey

Estimate No. **1**

TOTAL CONTRACT	$	268,037.39
CHANGE ORDER NO	$	5,947.00
TOTAL WITH CHANGE ORDERS	$	273,984.39
STORED MATERIALS	$	-
TOTAL, COMPLETED WORK TO DATE	$	183,357.32
TOTAL WORK COMPLETED PLUS STORED MATERIALS	$	183,357.32
RETAINED PERCENTAGE 5%	$	9,167.87
NET AMOUNT DUE TO CONTRACTOR TO DATE	$	174,189.45
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES		
PAY CONTRACTOR PER ESTIMATE NO. 1	$	174,189.45

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on the this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between owner and the undersigned Contractor, and as amended by any authorized changes and the foregoing is a true and correct statement of the contract amount for the period covered by this estimate.

Contractor: Rum River Contracting Co.

By _____
Name Title

Date _____

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: CITY OF RAMSEY

By _____ City Engineer
Tim Himmer, PE

Date _____

APPROVED FOR PAYMENT:
OWNER: City of Ramsey

By _____
Name Title Date

CC Regular Session **Item #: 5. 13.**

Date: 11/23/2010

By: MaryJo Warner
Engineering/Public Works

Information

Title:

Resolution Authorizing Final Payment to Hennen Construction Co. for IP 08-27, 167th Avenue Realignment

Background:

Completed work has been inspected.

Council Action:

Authorize payment.

Attachments

Pay Resolution

Pay Resolution Attachment

Form Review

Inbox	Reviewed By	Date
Tim Himmer	Tim Himmer	11/17/2010 02:59 PM
Mary Jo Warner (Originator)	MaryJo Warner	11/17/2010 03:06 PM
Tim Himmer	Tim Himmer	11/17/2010 03:07 PM
Brian Olson	Brian Olson	11/17/2010 03:07 PM
Kurt Ulrich	Jo Thieling	11/17/2010 03:13 PM
Form Started By: MaryJo Warner		Started On: 11/17/2010 12:59 PM
Final Approval Date: 11/17/2010		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #10-11-XXX

RESOLUTION AUTHORIZING FINAL PAYMENT TO HENNEN CONSTRUCTION CO. FOR IP 08-27, 167TH AVENUE REALIGNMENT

WHEREAS, the Ramsey City Council authorized the preparation of plans and specifications for the above referenced work on April 8, 2008; and

WHEREAS, the Ramsey City Council approved the plans and specifications and authorized the advertisement for bids for the above referenced work on April 28, 2009; and

WHEREAS, pursuant to an advertisement for bids for IP 08-27, 167th Avenue Realignment, bids were received, opened, tabulated, and a project awarded according to law on June 23, 2009; and

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to Hennen Construction Co. in the amount of $189,146.76.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to Hennen Construction Co. in the amount of $195,856.65.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to Hennen Construction Co. in the amount of $196,853.88.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to Hennen Construction Co. in the amount of $32,333.36.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to Hennen Construction Co. in the amount of $76,592.50.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to Hennen Construction Co. in the amount of $64,893.43.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends final payment to Hennen Construction Co. in the amount of $43,177.30.

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

1) That the City Council hereby authorizes final payment to Hennen Construction Co. for Improvement Project 08-27, 167th Avenue Realignment in the amount of $43,177.30.

2) That the City Council hereby accepts the partial pay request and authorizes the Mayor or City Administrator to sign the release form for this payment.

3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of November 23, 2010.

4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 23rd day of November 2010.

ATTEST: Mayor

City Clerk

Pay Estimate Summary Sheet
IP 08-27 167th Avenue NW Realignment
SAP 199-102-006
City of Ramsey

Estimate No. **FINAL**

TOTAL CONTRACT	$	789,875.37
CHANGE ORDER NO. 1	$	1,270.00
CHANGE ORDER NO. 2	$	1,297.50
CHANGE ORDER NO. 3	$	7,380.75
CHANGE ORDER NO. 4	$	(2,378.00)
TOTAL WITH CHANGE ORDERS	$	797,445.62
STORED MATERIALS	$	-
TOTAL, COMPLETED WORK TO DATE	$	798,853.88
TOTAL WORK COMPLETED PLUS STORED MATERIALS	$	798,853.88
RETAINED PERCENTAGE 5%	$	-
NET AMOUNT DUE TO CONTRACTOR TO DATE	$	798,853.88
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$	755,676.58
PAY CONTRACTOR PER ESTIMATE NO. 6	$	43,177.30

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on the this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between owner and the undersigned Contractor, and as amended by any authorized changes and the foregoing is a true and correct statement of the contract amount for the period covered by this estimate.

Contractor: Hennen Construction Co.

By _____
Name Title

Date _____

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: CITY OF RAMSEY

By _____ City Engineer
Tim Himmer, PE

Date _____

APPROVED FOR PAYMENT:
OWNER: City of Ramsey

By _____
Name Title Date

IP 08-27 167th Avenue Realignment

City of Ramsey
November 4, 2010

Pay Estimate No. **FINAL**

Total	$742,615.37	Total	$5,782.85	$791,283.63
Alternate/Adds	$47,260.00		-$2,378.00	$7,570.25
Total W/ Alternate	$789,875.37		$3,404.85	$798,853.88
Total Paid (less retainage)			$3,404.85	$798,853.88

IP 08-27 167th Avenue Realignment

BID ITEM	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	This Pay Application Quantity	This Pay Application EXTENSION	Completed to Date Quantity	Completed to Date EXTENSION
MOBILIZATION	1	LS	$6,000.00	$6,000.00	0.00	$0.00	1.00	$6,000.00
CLEARING	1	ACRE	$1,500.00	$1,500.00	0.00	$0.00	1.00	$1,500.00
CLEARING	18	TREE	$75.00	$1,350.00	0.00	$0.00	26.00	$1,950.00
GRUBBING	1	ACRE	$1,200.00	$1,200.00	0.00	$0.00	1.00	$1,200.00
GRUBBING	18	TREE	$30.00	$540.00	0.00	$0.00	25.00	$750.00
REMOVE CURB AND GUTTER	20	LIN FT	$4.00	$80.00	0.00	$0.00	35.00	$140.00
REMOVE PIPE CULVERTS	264	LIN FT	$3.00	$792.00	0.00	$0.00	202.00	$606.00
REMOVE CONCRETE DRIVEWAY	50	SQ YD	$5.00	$250.00	0.00	$0.00	40.00	$200.00
REMOVE BITUMINOUS PAVEMENT	100	SQ YD	$5.00	$500.00	0.00	$0.00	96.11	$480.55
SALVAGE FENCE	77	LIN FT	$7.00	$539.00	0.00	$0.00	0.00	$0.00
SALVAGE GATE VALVE	1	EACH	$300.00	$300.00	0.00	$0.00	1.00	$300.00
SALVAGE MAIL BOX SUPPORT	6	EACH	$25.00	$150.00	0.00	$0.00	6.00	$150.00
SALVAGE SIGN	18	EACH	$25.00	$450.00	0.00	$0.00	5.00	$125.00
COMMON EXCAVATION (P) ROADWAY	4,955	CU YD	$4.50	$22,297.50	0.00	$0.00	4,955.00	$22,297.50
COMMON EXCAVATION (P) POND	3,767	CU YD	$3.60	$13,561.20	0.00	$0.00	3,767.00	$13,561.20
SUBGRADE EXCAVATION (EV)	600	CU YD	$2.20	$1,320.00	0.00	$0.00	500.00	$1,100.00
TOPSOIL BORROW (LV)	800	CU YD	$12.25	$9,800.00	0.00	$0.00	700.00	$8,575.00
STABILIZING AGGREGATE, (EV)	600	CU YD	$5.00	$3,000.00	0.00	$0.00	189.06	$945.30
DEWATERING	1	LS	$12,000.00	$12,000.00	0.00	$0.00	1.00	$12,000.00
AGGREGATE BASE (CV) CLASS 5 (P) MODIFIED	2,394	CU YD	$23.00	$55,062.00	0.00	$0.00	2,394.00	$55,062.00
AGGREGATE BASE PLACED MILLING (CV)	407	CU YD	$5.00	$2,035.00	0.00	$0.00	407.00	$2,035.00

BID ITEM	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	This Pay Application Quantity	This Pay Application EXTENSION	Completed to Date Quantity	Completed to Date EXTENSION
AGGREGATE SHOULDERING (CV) CLASS 7	20	CU YD	$15.00	$300.00	0.00	$0.00	20.00	$300.00
MILL BITUMINOUS SURFACE AND AGGREGATE BASE (6"-8")	10,834	SQ YD	$0.35	$3,791.90	0.00	$0.00	11,093.89	$3,882.86
1.5" TYPE MV WEARING COURSE MIXTURE (B)	12,107	SQ YD	$5.10	$61,745.70	0.00	$0.00	12,107.00	$61,745.70
1.5" TYPE MV WEARING COURSE MIXTURE (C)	1,588	SQ YD	$6.05	$9,607.40	0.00	$0.00	1,794.00	$10,853.70
2.0" TYPE MV NON WEARING COURSE MIXTURE (C)	794	SQ YD	$7.98	$6,336.12	0.00	$0.00	794.00	$6,336.12
2.0" TYPE MV WEARING COURSE MIXTURE (B)	247	SQ YD	$7.45	$1,840.15	0.00	$0.00	13.00	$96.85
2.5" TYPE MV NON WEARING COURSE MIXTURE (B)	12,107	SQ YD	$8.25	$99,882.75	0.00	$0.00	12,107.00	$99,882.75
BITUMINOUS MATERIAL FOR TACK COAT	606	GAL	$2.05	$1,242.30	0.00	$0.00	640.00	$1,312.00
12" RC APRON & GRATE	4	EACH	$400.00	$1,600.00	0.00	$0.00	0.00	$0.00
15" RC APRON & GRATE	2	EACH	$400.00	$800.00	0.00	$0.00	5.00	$2,000.00
18" RC APRON & GRATE	2	EACH	$400.00	$800.00	0.00	$0.00	2.00	$800.00
21" RC APRON & GRATE	1	EACH	$500.00	$500.00	0.00	$0.00	1.00	$500.00
15" PVC (PERF) STORM PIPE	402	LIN FT	$16.00	$6,432.00	0.00	$0.00	422.00	$6,752.00
4" DIP PIPE SEWER, STORM	50	LIN FT	$25.00	$1,250.00	0.00	$0.00	22.00	$550.00
8" PVC PIPE SEWER, SANITARY SDR-35	1,746	LIN FT	$16.00	$27,936.00	0.00	$0.00	1,745.00	$27,920.00
8" PVC PIPE SEWER, SANITARY SDR-26	1,089	LIN FT	$34.00	$37,026.00	0.00	$0.00	1,089.00	$37,026.00
12" RC PIPE SEWER, DESIGN 3006	189	LIN FT	$20.00	$3,780.00	0.00	$0.00	165.00	$3,300.00
15" RC PIPE SEWER, DESIGN 3006	1,047	LIN FT	$20.00	$20,940.00	0.00	$0.00	1,024.00	$20,480.00
18" RC PIPE SEWER, DESIGN 3006	190	LIN FT	$22.00	$4,180.00	0.00	$0.00	190.00	$4,180.00
21" RC PIPE SEWER, DESIGN 3006	81	LIN FT	$24.00	$1,944.00	0.00	$0.00	81.00	$1,944.00
8"x4" WYE	13	EACH	$65.00	$845.00	0.00	$0.00	14.00	$910.00
CONNECT TO EXISTING MANHOLE (SAN)	2	EACH	$1,000.00	$2,000.00	0.00	$0.00	2.00	$2,000.00
8" INSIDE DROP	31	LIN FT	$225.00	$6,975.00	0.00	$0.00	31.00	$6,975.00
4" PVC SERVICE PIPE, SANITARY	724	LIN FT	$8.00	$5,792.00	0.00	$0.00	666.00	$5,328.00
14" STEEL CASING PIPE (TRENCHLESS)	66	LIN FT	$210.00	$13,860.00	0.00	$0.00	66.00	$13,860.00
RELOCATE HYDRANT AND VALVE	1	EACH	$1,000.00	$1,000.00	0.00	$0.00	1.00	$1,000.00
INSTALL HYDRANT	3	EACH	$500.00	$1,500.00	0.00	$0.00	3.00	$1,500.00
HYDRANT	3	EACH	$2,500.00	$7,500.00	0.00	$0.00	3.00	$7,500.00
INSTALL VALVE AND BOX	1	EACH	$200.00	$200.00	0.00	$0.00	1.00	$200.00
6" GATE VALVE AND BOX	3	EACH	$900.00	$2,700.00	0.00	$0.00	3.00	$2,700.00
8" GATE VALVE AND BOX	11	EACH	$1,300.00	$14,300.00	0.00	$0.00	11.00	$14,300.00

BID ITEM	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	This Pay Application Quantity	This Pay Application EXTENSION	Completed to Date Quantity	Completed to Date EXTENSION
16" BUTTERFLY VALVE AND BOX	1	EACH	$2,500.00	$2,500.00	0.00	$0.00	1.00	$2,500.00
1" CORPORATION STOP	13	EACH	$65.00	$845.00	0.00	$0.00	14.00	$910.00
1" CURB STOP AND BOX	13	EACH	$130.00	$1,690.00	0.00	$0.00	14.00	$1,820.00
CONNECT TO EXISTING WATERMAIN	6	EACH	$500.00	$3,000.00	0.00	$0.00	6.00	$3,000.00
1" TYPE K COPPER PIPE	629	LIN FT	$9.00	$5,661.00	0.00	$0.00	590.00	$5,310.00
6" DIP WATERMAIN, CL. 53	100	LIN FT	$22.00	$2,200.00	0.00	$0.00	35.00	$770.00
8" DIP WATERMAIN, CL. 52	2,660	LIN FT	$26.00	$69,160.00	0.00	$0.00	2,778.00	$72,228.00
16" DIP WATERMAIN CL. 52	100	LIN FT	$55.00	$5,500.00	0.00	$0.00	148.00	$8,140.00
WATERMAIN INSULATION (4")	57	SQ YD	$15.00	$855.00	0.00	$0.00	57.00	$855.00
WATERMAIN FITTINGS	2,335	POUND	$2.85	$6,654.75	0.00	$0.00	2,335.00	$6,654.75
TEMPORARY WATER SERVICE	1	LS	$1,500.00	$1,500.00	0.00	$0.00	1.00	$1,500.00
CONSTRUCT DRAINAGE STRUCTURE DES H	10	LIN FT	$150.00	$1,500.00	0.00	$0.00	10.00	$1,500.00
CONSTRUCT DRAINAGE STRUCTURE DES F	233	LIN FT	$95.00	$22,135.00	0.00	$0.00	232.57	$22,094.15
CONSTRUCT DRAINAGE STRUCTURE DES 48-4022	90	LIN FT	$125.00	$11,250.00	0.00	$0.00	90.00	$11,250.00
F&I CASTING ASSEMBLY (SANITARY)	14	EACH	$300.00	$4,200.00	0.00	$0.00	21.00	$6,300.00
F&I CASTING ASSEMBLY (STORM)	23	EACH	$425.00	$9,775.00	0.00	$0.00	33.00	$14,025.00
ADJUST FRAME AND RING CASTING (SANITARY)	1	EACH	$400.00	$400.00	0.00	$0.00	1.00	$400.00
CONNECT TO EXISTING STORM SEWER STRUCTURE	1	EACH	$700.00	$700.00	0.00	$0.00	1.00	$700.00
RANDOM RIP RAP CLASS IV	19	TON	$60.00	$1,140.00	0.00	$0.00	23.75	$1,425.00
CONCRETE CURB & GUTTER DESIGN B618	5,741	LIN FT	$9.40	$53,965.40	0.00	$0.00	5,733.00	$53,890.20
6" CONCRETE DRIVEWAY PAVEMENT	162	SQ YD	$37.00	$5,994.00	0.00	$0.00	95.00	$3,515.00
PEDESTRIAN CURB RAMP	5	EACH	$520.00	$2,600.00	0.00	$0.00	9.00	$4,680.00
8" CONCRETE VALLEY GUTTER	20	SQ YD	$46.00	$920.00	0.00	$0.00	36	$1,656.00
INSTALL MAIL BOX SUPPORT	6	EACH	$25.00	$150.00	0.00	$0.00	6.00	$150.00
TRAFFIC CONTROL	1	LS	$5,900.00	$5,900.00	0.00	$0.00	1.00	$5,900.00
FURNISH & INSTALL SIGN PANELS, TYPE C	126	SQ FT	$33.00	$4,158.00	0.00	$0.00	152.00	$5,016.00
INSTALL SIGN	12	EACH	$130.00	$1,560.00	1.00	$130.00	5.00	$650.00
SILT FENCE	5,747	LIN FT	$1.05	$6,034.35	0.00	$0.00	3623	$3,804.15
INLET PROTECTION	25	EACH	$300.00	$7,500.00	0.00	$0.00	25.00	$7,500.00
ROCK CONSTRUCTION ENTRANCE	3	EACH	$275.00	$825.00	0.00	$0.00	3.00	$825.00
SEEDING	3	ACRE	$100.00	$300.00	2.50	$250.00	6.64	$664.00

BID ITEM	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	This Pay Application Quantity	This Pay Application EXTENSION	Completed to Date Quantity	Completed to Date EXTENSION
SEED MIXTURE 240SR	232	LBS	$2.30	$533.60	200.00	$460.00	800.00	$1,840.00
EROSION CONTROL BLANKET CATEGORY 3	13,050	SQ YD	$0.95	$12,397.50	1,377.00	$1,308.15	11777	$11,188.15
FERTILIZER TYPE 3	1,082	LBS	$0.45	$486.90	0.00	$0.00	1,500.00	$675.00
INSTALL FENCE	77	LIN FT	$10.25	$789.25	0.00	$0.00	0.00	$0.00
PAVEMENT MESSAGE (RIGHT ARROW)-EPOXY	2	EACH	$135.00	$270.00	2.00	$270.00	2.00	$270.00
4" DOUBLE YELLOW LINE- PAINT	2,862	LIN FT	$0.20	$572.40	0.00	$0.00	2,650.00	$530.00
4" DOUBLE YELLOW LINE -EPOXY	2,862	LIN FT	$0.40	$1,144.80	2,710.00	$1,084.00	2,710.00	$1,084.00
4" SOLID LINE WHITE- PAINT	5,452	LIN FT	$0.10	$545.20	0.00	$0.00	1,258.00	$125.80
4" SOLID LINE WHITE- EPOXY	6,222	LIN FT	$0.20	$1,244.40	6,206.00	$1,241.20	6,206.00	$1,241.20
ZEBRA CROSSWALK WHITE - EPOXY	708	SQ FT	$3.85	$2,725.80	270.00	$1,039.50	270.00	$1,039.50
					0.00			
4" CONCRETE WALK	13,900	SQ FT	$3.40	$47,260.00	0.00	$0.00	14,278.00	$48,545.20

CC Regular Session **Item #: 5. 14.**

Date: 11/23/2010

By: Jo Thieling
Administrative Services

Information

Title:

Adopt Resolution #10-11-XXX Authorizing 4th and Final Payment to MilCon, Inc. for Ramsey Municipal Center Remodel

Background:

MilCon, Inc. has submitted an invoice for the 4th and final payment for the Ramsey Municipal Center remodel in the amount of $6,311.00.

Council Action:

Motion to adopt Resolution #10-11-XXX Authorizing 4th and Final Payment to MilCon, Inc. for Ramsey Municipal Center Remodel.

Attachments

Resolution Final Pay Milcon

Form Review

Inbox	Reviewed By	Date
Jo Thieling (Originator)	Jo Thieling	11/17/2010 03:30 PM
Heidi Nelson	Heidi Nelson	11/17/2010 03:37 PM
Kurt Ulrich	Jo Thieling	11/17/2010 03:51 PM
Form Started By: Jo Thieling		Started On: 11/17/2010 03:24 PM
Final Approval Date: 11/17/2010		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #10-11-XXX

RESOLUTION AUTHORIZING 4TH AND FINAL PAYMENT TO MILCON, INC. FOR RAMSEY MUNICIPAL CENTER REMODEL

WHEREAS, the City of Ramsey contracted with MilCon, Inc. for the remodel of the Ramsey Municipal Center; and

WHEREAS, the original contract amount was $121,885.00 plus $4,292.60 for approved Change Orders for a final adjusted contract amount of $126,177.60; and

WHEREAS, partial payments totally $119,866.60 have been made to MilCon, Inc.; and

WHEREAS, the balance due on the contract is $6,311.00; and

WHEREAS, the work was completed satisfactorily and staff is recommending Council authorize this 4th and final payment of $6,311.00 to MilCon, Inc. for the Ramsey Municipal Center remodel.

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

1) That the City Council hereby authorizes the 4th and final payment to MilCon, Inc. for the Ramsey Municipal Center remodel in the amount of $6,311.00.

2) That the City Council hereby accepts the final pay request and authorizes the Mayor or City Administrator to sign the release form for this payment.

3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of November 23, 2010.

4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 23rd day of November, 2010.

ATTEST:

Mayor

City Clerk

CC Regular Session **Item #: 6. 1.**

Date: 11/23/2010

By: Diana Lund
Finance

Information

Title:

PUBLIC HEARING & ADOPT ORDINANCE ESTABLISHING THE 2011 SCHEDULE OF RATES, FEES AND CHARGES

By: Diana Lund, Finance Director

Background:

Effective June 30, 1991, Ordinance #91-08 amended S7.01.10 of the City Code to allow the City Council to annually set fees.

The City is allowed to annually adopt the Schedule of Rates, Fees and Charges by Resolution, but the City has chosen to adopt its entire schedule by ordinance. Ordinance adoption provides the opportunity for comments at a Public Hearing and gives adequate time (30 days) before the rates go into effect.

The attached ordinance was introduced at the November 9, 2010, City Council meeting with a Public Hearing to be held on November 23, 2010.

The attached Schedule of Rates, Fees and Charges reflect the rates & fees to be charged by the City for services beginning January 1, 2011. Any amendments to this schedule during 2011 will need to be made by ordinance.

Recommendation:

Adopt Ordinance #10-XX - 2011 Schedule of Rates, Fees and Charges.

Council Action:

Motion to adopt Ordinance #10-XX - 2011 Schedule of Rates, Fees and Charges.

Attachments

Schedule of Rates

2011 Rates Ordinance

Form Review

Inbox	Reviewed By	Date
Diana Lund (Originator)	Diana Lund	11/16/2010 09:26 AM
Kurt Ulrich	Kurt Ulrich	11/18/2010 03:36 PM
Form Started By: Diana Lund		Started On: 11/15/2010 02:22 PM
Final Approval Date: 11/18/2010		

CITY OF RAMSEY
2011 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

SERVICE OR LICENSE	SPECIAL NOTES	2010 Adopted	2011 Proposed
Administrative Hearings/Citations/Abatements			
Abatement: Administration Fee		25% of cost of abatement or $750, whichever is	
Administrative Citation: Violations of 10 - Animals		25.00	
Administrative Citation: Violations of 26 - Rental Property		75.00	
	2nd offense w/in 12months	250.00	
	3rd offense w/in 12 months	500.00	
Administrative Citation: Violations of 30 - Public Nuisance	1st offense after failure to abate within 14 days	75.00	
	2nd offense w/in 12months	250.00	
	3rd offense w/in 12 months	500.00	
Administrative Citation: Violations of 42 - Dump Garbage/Refuse		75.00	
	2nd offense w/in 12months	250.00	
	3rd offense w/in 12 months	500.00	
Administrative Citation: Violations of 54 - Prohibited Parking		25.00	
Administrative Citation: Violations of 54 - Recreational Vehicles		75.00	
	2nd offense w/in 12months	250.00	
	3rd offense w/in 12 months	500.00	
Administrative Citation: Violations of 54 - Time Zone Parking		25.00	
Administrative Citation: Violations of 105 - Construction		75.00	
	2nd offense w/in 12months	250.00	
	3rd offense w/in 12 months	500.00	
Administrative Citation: Violations of 105 - Exterior Completion		75.00	
	2nd offense w/in 12months	250.00	
	3rd offense w/in 12 months	500.00	
Administrative Citation: Violations of 105 - No Permit		75.00	
	2nd offense w/in 12months	250.00	
	3rd offense w/in 12 months	500.00	
Administrative Citation: Violations of 105 - Property Identification		75.00	
	2nd offense w/in 12months	250.00	
	3rd offense w/in 12 months	500.00	
Administrative Citation: Violations of 113 - Sewage		75.00	
	2nd offense w/in 12months	250.00	
	3rd offense w/in 12 months	500.00	
Administrative Citation: Violations of 117 - Off Street Parking		25.00	
Administrative Citation: Violations of 117 - Signs		75.00	
	2nd offense w/in 12months	250.00	
	3rd offense w/in 12 months	500.00	
Administrative Citation: Violations of 117 - Landscaping		75.00	
	2nd offense w/in 12months	250.00	
	3rd offense w/in 12 months	500.00	
Administrative Hearing: Filing Fee		250.00	
Board Of Appeals Fee			250.00

CITY OF RAMSEY
2011 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

SERVICE OR LICENSE	SPECIAL NOTES	2010 Adopted	2011 Proposed
Alcoholic Beverages			
3.2 beer off-sale		100.00	
3.2 beer on Sale		200.00	
3.2 beer on-sale temporary		50.00	
Liquor license investigation fee	Corporate	500.00	
	Partnership	500.00	
	Sole-Proprietor	500.00	
Liquor off-sale		380.00	
	Tiered Payment System:		
	License Reduced by:		
	$100-Meet State Statutes Conditions		
	$100-Purchase/Utility ID Technology		
Liquor on-sale		5000.00	
Liquor on-sale Sunday		200.00	
Temporary Intoxicating		50/day	
Wine license investigation fee	Corporate	500.00	
	Partnership	500.00	
	Sole-Proprietor	500.00	
Wine on-sale		1,000.00	
2 a.m. closing (optional)		300.00	
Amusement & Commercial Recreation			
Temporary Amusement Center (Carnivals, Circus)		250.00	
Site Clean-up Carnival		500/first acre	
		100/each add'l acre	
Lawful gambling investigation fee - New applicant only	Limit $100.00	100.00	
Lawful gambling investigation fee - Single Events		50.00	
Fire Works Sales-Business selling only fireworks	Ordinance Adopted 6/11/02	350.00	
Fire Works Sales-Retail Sellers		100.00	
Parade Permit		100.00	
Special Events - Ex:Music festival, performaing arts	License Fee to be determined per event by City Council + Staff Time@2.75*wage/hour		$50 Application fee +License Fee to be determined per event by CC + Staff Time@2.75*wage/hour
All Other Misc Permit/Licenses		$50/Admin fee + Staff time @2.75/hr if needed	
Building Construction			
Administrative Fee-Process Returned Bldg Permits		25.00	
Basement Finish	Cover 3 trips	141.00	
Building permit			
LMC/AMM November 2003 Recommended Schedule		2003 LMC Fee Table	
Building plan check (65% of bldg. permit) 1997 UBC Table 1A		65% of Bldg. Permit Fee	
Plan Check Fee for Duplicate Plans		25% of Bldg. Permit Fee	
Plan Check Fee for Accessory Structures	Garages, Remodels, Additions, etc.	65% of Bldg. Permit Fee	
Plan Check Fee for changes, additions, or revisions to plans		47.00/hr/Minimum 1 hr	
Certificate of Occupancy		4.00	

CITY OF RAMSEY
2011 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

SERVICE OR LICENSE	SPECIAL NOTES	2010 Adopted	2011 Proposed
Air Conditioner Replacement		47.00	
Deck Permit		94.00	
Demo Permit		94.00	
Electrical Permit Fee		Per Attached Sheet	
Erosion Control Escrow	State Required	1500.00	
Fence Permit	Over 6 feet in height	LMC Fee Table	
Fireplace Permit	Cover 2 trips	94.00	
Furnace Replacement		47.00	
Inspections-After Hours/Weekend		70.50/hr/minimum 2 hr	
Investigation Fee	Work Started Without a Permit	Equal to Permit Fee	
Gas Water Heater Replacement		47.00	
Lawn Irrigation-Residential	Cover 1 trip	47.00	
Lawn Irrigation-Commercial (Multi)		60.00	
Mechanical Permit-Residential	New Construction	150.00	
	Remodel/Addition	94.00	
Mechanical permit-Commercial	New Construction	1% of Job Value/Minimum $200.00	
	Remodel/Addition	1% of Job Value/Minimum $100.00	
Moving Structure Permit		94.00	
Moving Structure Permit Site Inspection		94.00	
Plan Check fee (65% of commercial mechanical permit)		65% of Comm Mech Permit fee	
Mobile Home Tie Down		45.00	
Mobile Home Water Hookup		60.00	
Outside Consultants-Plan check and/or inspections	All administrative and Overhead Costs	Actual Costs	
Permit/Inspection Card-Replacement or Duplicate		5.00	
Plumbing permit- Residential/Single Family	New Construction	200.00	
	Remodel/Addition	94.00	
Plumbing permit- Commercial	New Construction	1% of Job Value/Minimum $300.00	
	Remodel/Addition	1% of Job Value/Minimum $150.00	
ReInspection Fees		47.00 per trip	
Re-Roofing/Shingling Permit-Residential	Cover 2 trips	94.00	
Re-Roofing/Shingling Permit-Commercial/Multi-Family		LMC Fee Table	
Re-Siding Permit	Cover 2 trips	94.00	
Replacement Windows	Residential/pre inspection	94.00	
Septic system permit-residential		150.00	
Septic system permit-commercial		250.00	
Septic Tank Installation Permit-Residential		150.00	
Service Availability Charge (SAC)	[current MCES rates]	2,100.00	2,230.00
SAC Handling Fee - per address		200.00	
Septic Tank Pumping Permit		10.00	
Sewer permit (Utility Connection)-Residential		75.00	
Sewer permit (Utility Connection)-Commercial		2% of Job Value/Minimum $250.00	
Site Evaluation Fee		45.00	
Swimming pool permit		125.00	

CITY OF RAMSEY
2011 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

SERVICE OR LICENSE	SPECIAL NOTES	2010 Adopted	2011 Proposed
Tree & Sod Escrow Administrative Fee	On Residential Permits	100.00	
Vacuum Breaker Verification for Irrigation System (RPZ)-Residential		47.00	
Vacuum Breaker Verification for Irrigation System (RPZ)-Commercial		60.00	
Water Availability Charge (WAC) - per address	Based on water study	1,627.00	1,701.00
Water Softener Permit-residential	State Statute	15.00	
Water permit (Utility Connection)-Residential		75.00	
Water permit (Utility Connection)-Commercial		2% of Job Value/Minimum $250.00	
Business			
Administrative Fee - Process Returned Business Permits		25.00	
Broker/precious metal dealer		250.00	
Business Registration Certificate (BRC)	Original Application	30.00	
	Yearly Renewal Application	15.00	
Contractor License	All Contractors	50.00	
Garbage & refuse hauler		200.00	
Gasoline sales		250.00	
License Late Fee		15% of license fee/month	
Motor vehicle sales/rental		175.00	
Multiple dwelling/Residential Rental	2-Year License	75.00/unit	
Pawn broker		3,000.00	
Transaction Fee-Pawnbroker enters		1.75/per transaction	1.35/per transaction
Transaction Fee-State Entered		2.50/per transaction	2.10/per transaction
Second Hand Dealer		2,000.00	
Pawn broker investigation fee	in-state investigation	500.00	
	out-of-state investigation	1,500.00	
Second Hand Dealer investigation fee	in-state investigation	500.00	
	out-of-state investigation	1,500.00	
Transient merchant/peddler/solicitor		100 + 35 per person backgrounded	
City Financing			
Interest rate charge - non-bonded programs	US Treas. rates as of 9/1	US Treas. rate + 2 points	
[bonded projects will be dependent upon interest rates being paid]			
Equipment Rental/When Available			
Chipper and 1-ton truck(up to 2 person crew)		130.00/hr	
Water Truck w/operator		140.00/hr	
Loader w/operator		140.00/hr	
Motor grader w/operator		140.00/hr	
Ag Tractor with Attachments w /operator		100.00/hr	
Commercial mower w/operator		100.00/hr	
Public Works Maintenance Worker		64.00/hr	
Sewer Jetter w/2 operators		195.00/hr	
Single axle truck w/operator		140.00/hr	

CITY OF RAMSEY
2011 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

SERVICE OR LICENSE	SPECIAL NOTES	2010 Adopted	2011 Proposed
Single axle truck w/plow w/operator		140.00/hr	
Skid Steer w/operator		120.00/hr	
Street sweeper w/operator		140.00/hr	
Portable Toilet		Actual Cost	
Facility Use			
Antenna Lease - City Owned Property [PCS towers]	Per Individual Agreement	Per Individual Agreement	
Concession stand/pavilion/shelter- per day/event- residents	Includes 7.125% sales tax	35.00	
Concession standpavilion/shelter- per day/event - non-res.	Includes 7.125% sales tax	55.00	
Key deposit - per building		**55.00**	
Softball/baseball field - youth teams	Includes 7.125% sales tax	10.00/game	
Football field - youth teams	Includes 7.125% sales tax	44.00/week	
Soccer field - youth teams			
Full Size	Includes 7.125% sales tax	35.00/week	
1/2 Size	Includes 7.125% sales tax	18.00/week	
1/4 Size	Includes 7.125% sales tax	10.00/week	
Field Layout Field-Soccer, Football, Lacrosse			100.00
Tennis court - non-residents	Includes 7.125% sales tax	17.00	
Basketball court - non-residents	Includes 7.125% sales tax	17.00	
Volleyball court - non-residents	Includes 7.125% sales tax	17.00	
Horseshoe pit - non-residents	Includes 7.125% sales tax	17.00	
Lighted ballfield Deposit Fee		100/individual	
		500/athletic organization	
Lighted ballfield - residents	Includes 7.125% sales tax	14.00/hr	
Lighted ballfield - non-residents	Includes 7.125% sales tax	14.00/hr+25.00	
Municipal/Park Center - Damage Deposit per event		100.00	
Municipal Center per day/event - RESIDENTS	Includes 7.125% sales tax		
Alexander Ramsey Room		100.00	
Lake Itasca Room		75.00	
Mississippi River/ Rum River or Trott Brook Room		50.00	
	After Hours/Weekend Fee	95.00+54.00/hr	
	Audio/visual equipment use	95.00+54.00/hr	
Municipal Center per day/event - NON-RESIDENTS	Includes 7.125% sales tax		
Alexander Ramsey Room		125.00	
Lake Itasca Room		100.00	
Mississippi River/ Rum River or Trott Brook Room		75.00	
	After Hours/Weekend Fee	125.00+54.00/hr	
	Audio/visual equipment use	125.00+54.00/hr	
PACT SCHOOL FIELD MAINTENANCE	5% Increase per year	551.00	
Park Center per day/event - residents	Includes 7.125% sales tax	95.00	

CITY OF RAMSEY
2011 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

SERVICE OR LICENSE	SPECIAL NOTES	2010 Adopted	2011 Proposed
Park Center per day/event - non-residents	Includes 7.125% sales tax	125.00	
Picnic Table Moving		50/Table	65/Table
Ramsey Amphitheater Rental:			
Resident	3-Hour Minimum	50.00	
Non-Resident	3-Hour Minimum	75.00	
Softball tournament damage deposit	Per Field	150.00	
Softball tourn. rental per field/per event		240.00	
Warming house per day/event - residents		95.00	
Warming house per day/event - non-res.		125.00	
Miscellaneous			
Aerial Topograhpic Information		15.00/acre	
Agenda Mailing or FAXES (agenda only)		50.00/year	
Agenda Mailing or FAXES (agenda and cover sheets)		175.00/year	
Agenda Mailing or FAXES (City Council Agenda Packet)		800.00/year	
Annual Budget		30/copy	
Annual Financial Report		30/copy	
Capital Improvement Project (CIP)		30/copy	
Cemetery Plot (Trott Brook Cemetery)		700.00	
Cemetery Plot Perpetual Care		200.00	
Code book		150.00	
Code book updates per year		50.00	
Comp Plan CD		10.00	
Comp Plan Paper Copy		100.00	
City Information-CD Format		10.00/disc	
Fax Charge		.40/page	
Kennel License (Administrative)	4th Dog on Property	30.00	
Mailed minutes per meeting		20.00	
Maps - City (28X 24)		5.00	
Maps - Zoning (28 X 34)		15.00	
Maps - Zoning/Address (34 X 44)		25.00	
Maps-Zoning or Comp Plan (11 X 17)		6.00	
Maps - Plat		10.00	
Maps - Topo aerials per half section		20.00	
Maps- Parks & Trails 11 X 17)		6.00	
Maps - Parks & Trails (36 X 24)		15.00	
Maps-Large Ward/Precinct	With Addresses	25.00	
Notary Fee		3.00	
Photo copies - one-sided	Up to 100 pages; over 100 pages plus staff time	0.25	
Photo copies - duplexed	Up to 100 pages; over 100 pages plus staff time	0.25	
Photos- Aerial		20/per sheet	

CITY OF RAMSEY
2011 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

SERVICE OR LICENSE	SPECIAL NOTES	2010 Adopted	2011 Proposed
Political office filing fee		5.00	
Public hearing publications		At City Cost	
Returned check		35.00	
Reissued Check Fee		15.00	
Special assessment search		30.00	
Written notice to property owners		Postage + .50/envelope	
Year-end Residential Activity Forecast		15.00	
Zoning ordinance		75.00	
Planning and Zoning:			
Comp Plan Amendment Application		200.00	
Comp Plan Escrow		700.00	
Conditional use escrow minimum		800.00	
Conditional use permit application		200.00	
Conditional use escrow min-environ sens		2000.00	
Conditional use permit app.-environ sens		200.00	
Conditional use permit annual inspection		75.00	
Dock permit		25.00	
Environmental Permit		200.00	
Environmental Escrow		400.00	
Industrial Revenue Bond - application		200.00	
Industrial Revenue Bond - escrow		1000.00	
Interim Use Permit Escrow - Minimum		600.00	
Interim Use Permit Application		200.00	
Interim Use Annual Inspection Fee		75.00	
Park Dedication - Cash Contribution: Residential Unit	Including Townhomes & Apartment Units	2475./dwelling unit	
Park Dedication - Cash Contribution: Residential Unit	Exceed 12+ units per acre		7.5% Discount/$2,289
Park Dedication - Cash Contribution: Residential Unit	Exceed 20+ units per acre		15% Discount/$2,104
Park Dedication - Cash Contribution: Commercial/Assisted Living Facilities		4,738/acre	
Park Dedication - Cash Contribution: Industrial		3,966/acre	
Park Dedication - Land Contribution: Residential	0 - 3.0 dwelling units per acre	10% of land	
	3.1 - 5.0 dwelling units per acre	15% of land	
	5.1 + dwelling units per acre	Add .5% for each over 5	
Park Dedication - Land Contribution: Commercial/Industrial/Assisted Living Facilities		5% gross land area	
Park Dedication - Land Contribution: Planned Unit Developments	(public open space/rec. uses-not including wetlands)	10% gross land area	
		+2475/ dwelling unit	
Trail Development Fee - Cash Contribution: Residential Unit		600/dwelling unit	
Trail Development Fee - Commercial/Industrial/Assisted Living Facilities		1,090/acre	
Approval/Recording of Deeds:			
Abstract Property		County Fee+$10.00/staff Time	
Torrens Property		County Fee+$10.00/staff Time	
Rezoning application		200.00	
Rezoning escrow		400.00	

CITY OF RAMSEY
2011 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

SERVICE OR LICENSE	SPECIAL NOTES	2010 Adopted	2011 Proposed
Sign permit application - permanent		25.00	
Sign permit - permanent		75.00	
Sign permit - temporary		25.00	
Site plan review application		200.00	
Site plan review escrow		800.00	
Special Council or Commission meeting fee		350.00	
Temporary Structure escrow		500.00	
TIF Application Fee		4000/+legal fee deposit	
Vacation of easement application		200.00	
Vacation of easement escrow		300.00	
Variance application		200.00	
Variance escrow		400.00	
Zoning Permit		25.00	
Platting or Subdividing			
Address Charge		175.00	
Administrative (interior lot lines) escrow		225.00	
Administrative (interior lot lines) app.		200.00	
Major Subdivision escrow		1500.00	
Major Subdivision application		300.00	
Minor subdivision escrow		900.00	
Minor subdivision application		200.00	
Registered land survey escrow		300.00	
Registered land survey application		200.00	
Topographical Mapping Fee		15.00/acre	
Professional Services			
Administrative Fee (Project Related Activity-Staff admin)	Consultants hired for project: Ex: Hakanson Anderson	3% of contractor bill	
Attorney - municipal		At City cost	
Attorney - non-municipal		At City cost	
PW Director		133.00/hr	
City Engineer		115.00/hr	
Community Development Staff Time	Does not include CD Secretary Time	100.00/hr	
Engr Tech IV-Inspection Fees		88.00/hr	
Engr Tech II-Inspection Fees		69.00/hr	
Civil Engr - Staff Time		91.00/hr	
Tree Removal Administrative Charge		91.00/hr	
Weed Mowing Administrative Charge		91.00/hr	
Other professional /staff services		2.75 X wage/hr	
Public Safety			
Alarms: False (3rd offense)	In a Calendar Year	75.00	
Alarms: False (4th offense)	In a Calendar Year	150.00	
Alarms: False (5th offense)	In a Calendar Year	225.00	

CITY OF RAMSEY
2011 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

SERVICE OR LICENSE	SPECIAL NOTES	2010 Adopted	2011 Proposed
Alarms: False (6th offense)	In a Calendar Year	300.00	
Car Seat Check -Non-Resident only		25.00	
Cat license - duplicate		5.00	
Cat license - male/female - 2 yr. license		20.00	
Cat license - male/female neutered/spayed - 2 yr. license		10.00	
Clandenstine Drug Labs	Recovery of Public Costs	125% of Recovery Costs (Recovery Cost + 25%	
Copies: Audio/Video CD/DVD		20.00	
Copies: Incident/Investigative Reports	Per statute Ch163 sec 8 adopted 8/1/05	.25/page	
Copies: Statistical Summary Reports		5.00	
Dangerous Dog License		500.00	
Dog Impoundment fee		125.00+board	
Dog Impoundment fee (2nd offense)	w/in 12 months (+50.00 each addtl w/in 12 mo)	175.00 +board	
Dog license - duplicate		5.00	
Dog license - male/female - 2 yr. license		20	
Dog license - male/female neutered/spayed - 2 yr. license		10	
Fire Prevention:			
Fire Suppression Fees:			
Permit		Valuation based/1997 UBC Fee Table 1-A	
		Minimum of 30.50	Minimum of 23.50
Plan Review		65% of permit fee	
		.50 state surcharge	$5.00 Minimum State Surcharge
Fire Alarm Fees:			
Permit		Valuation based/1997 UBC Fee Table 1-A	
		Minimum of 30.50	Minimum of 23.50
Plan Review		65% of permit fee	
		.50 state surcharge	$5.00 Minimum State Surcharge
Temporary Assembly/Tent Permit(Greater than 100 sq. ft.)		50.00/per tent	
Aboveground Tank Storage		100.00/per tank	
Underground Tank Storage		100.00/per tank	
Fuel Tank Storage Removal		100.00/per tank	
Daycare Inspection Fee		50.00	
Permit Re-Inspection Fee		50.00	
Fireworks/Pyrotechnic Display Permit		200.00	
Double Permit Fee		2 x normal permit fee	
Lock Box Fee:			
Surface Mount		208.00	215.00
Recessed Box		250.00	255.00
All Others		Actual cost + 10% Admin fee	
Fire Code Re-Inspection Fee		140.00	

CITY OF RAMSEY
2011 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

SERVICE OR LICENSE	SPECIAL NOTES	2010 Adopted	2011 Proposed
Gas Line Hit By Contractors	Effective 4-1-10	300.00	
Open Burn Permits:			
Open burn permit application	Residential	25.00	
	Commercial	50.00	
Open burn permit fee - 5 cu. yards minimum		10.00	
Open burn permit fee - 6-50 cu. yards		3.00/yard	
Open burn permit fee - 51-100 cu. yards		4.00/yard	
Open burn permit fee - over 100 cu. yards		6.00/yard	
Open burn permit fire suppression escrow		500.00	
Open burn permit fire suppression services		300.00/hr - min 300.00	
Illegal Burning	Effective 4-1-10	200.00	
Subsequent Site Evaluations		45.00/visit	
Fire Service Fee:			
Disaster Assistance		300.00/hr per truck	
Ordinance Violations		300.00/hr	
Victim Service Fee		300.00/hr per truck	
Hunting Permit (Bow) per person		5.00	
Huntint Permit (Shotgun) per person		5.00	
Hunting Permit (Target Shooting) per person		5.00	
Letter of Good Standing		10.00	
Personal Injury Accident/Extrication Charge for Non-Residents	Effective 4-1-10	500.00	
Photo CD		20.00/cd	
Photo Electronical Transfers		10.00/transmission	
Photo Reprints		5.00 min chg + 1.00/print	
Vehicle Lockout		20.00	
Vehicle Storage		10.00/day	
Reimbursements			
Mileage/personal vehicle (IRS allowable rate)	Always follow IRS adopted rate	.50/mile	
Right-of-Way			
Permit Fee - Boring/Open Trench		$75+$15/Driveway, $20/Road Closing	$95+$15/Driveway, $20/Road Closing
		+ $10,000 Bond per mile	
Boulevard Tree Replacement		$700/Tree	
Permit Fee - Overhead		$75+$.05/linear foot	
Late Fee		$50.00 per day	
Street and Traffic Charges			
Developer contribution:			
street and/or traffic signs		200.00/sign	$225.00/Sign
future sealcoating		1.45/sq yard	
Bituminous Paving/Patching		25.00/sq yard	
Culverts		Price + Tax	
Street Sweeping:			

CITY OF RAMSEY
2011 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

SERVICE OR LICENSE	SPECIAL NOTES	2010 Adopted	2011 Proposed
General Maintenance Charge - Dirt Roads			
Tobacco			
Cigarette Sales (vending and over-the counter)		250.00	
Cigarette Sales with age verification technology		150.00	
UTILITY RATES			
Assessment Charge for Unpaid Items Assessed	Administration fee	60.00/account	$75/ACCT
New Account Application Verification	After two consecutive billing quarters	10.00/application	
Penalty/late payment	Past due on current billing	10%	
Recycling Rates			
Residential Curb-side Program fee/qtr	Per Ace Contract	8.85/qtr	
Sewer Rates			
Residential/Single dwelling usage fee/qtr		65.16	66.79
Multi-family(apt) & commercial usage fee/qtr		65.16+2.82/1000 gal.	66.79+2.89/1000 gal.
		in excess of 20,000 gal.	in excess of 20,000 gal.
Connection charge/res. equivalent	inc. by current construction index +3.7%	1,271.00	1,318.00
Connection charge/acre comm./ind.	inc. by current construction index +3.7%	3,824.00	3,965.00
Lateral Benefit Charges	inc. by current construction index +3.7%	3,847.00	3,989.00
Street Lights			
Developer contribution:			
installation of Cobra street light		1300.00/light	
traditionaire subdivision street light (w/100 ft of wire)		1300.00/light	$1700/light
New ROW RTC Lights		$2,600/light	
street light O & M 3 year @ $98/year		270.00/light	$294/light
Residential billing:			
urban subdivision street light rate per lot (>7/92)		9.01/qtr	
rural subdivision street light rate per lot		14.85/qtr	
priority street light rate per residential lot		1.37/qtr	
Storm Water Management Rates			
Residential		9.00/qtr	9.27/qtr
Commercial	Based Upon Engineers Calculations	36.00/REU/qtr	37.08/REU/qtr
Trunk charge/res. equivalent	inc. by current construction index +3.7%	448.00	465.00
Trunk charge/acre comm./ind.	inc. by current construction index +3.7%	4465.00	4,630.00
WATER			
Minimum usage fee/qtr		32.40	34.05
Quarterly Rate Structure			
	Conservation Rates	$2.16 per 1,000 for 1st 15,000 gallons	$2.27 per 1,000 for 1st 15,000 gallons
		$2.24 per 1,000 for 15,001-25,000	$2.36 per 1,000 for 15,001-25,000

CITY OF RAMSEY
2011 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

SERVICE OR LICENSE	SPECIAL NOTES	2010 Adopted	2011 Proposed
			$2.44 per 1,000 for 25,001-40,000
		$2.32 per 1,000 for 25,001-50,000	$2.58 per 1,000 for 40,001-60,000
		$2.44 per 1,000 for 50,001-100,000	$2.78 per 1,000 for 60,001-99,000
		$2.68 per 1,000 for 100,001-200,000	$3.08 per 1,000 for 99,001-201,000
		$3.12 per 1,000 for 200,001 and above	$3.68 per 1,000 for 201,001 and above
Odd/Even Sprinkling Violations:	Effective day after Memorial Day thru Day after Labor Day		
	No Sprinkling between 10 am-8:00 pm		
First Warning		Written Warning & Registered Letter	
Second Warning		50.00	
Third Warning		100.00	
Fourth Warning		Water Service turned off	
Meter Replacement Admin Fee for Non-Compliance		$75/qtr	
Installation of meter w/remote (Res & Commercial)		140.00	
Curb Stop driveway enclosure		65.00	
5/8" Meter - Radio Read System		275.00	
Replacement Meter Horn		45.00	
Other than 5/8" meter		Cost plus 5%	
Water shut off at Curbstop		100.00	
Water shut off at Curbstop	Winter Period of November 1 - April 1	150.00	
Townhouse Irrigation Meter Winterization		150.00	
Broken Hydrant Replacement - Summer		500.00	
Broken Hydrant Replacement - Winter		750.00	
Connection charge/res. equivalent	based on water study	2,209.00	2,308.00
Connection charge/acre comm./ind.	inc. by current construction index +3.7%	8,337.00	8,645.00
Lateral Benefit Charges	inc. by current construction index +3.7%	8,777.00	9,102.00

ORDINANCE #10-XX

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE ESTABLISHING PERMIT FEES, SERVICE CHARGES, AND VARIOUS OTHER FEES TO BE COLLECTED BY THE CITY OF RAMSEY.

The City of Ramsey ordains:

SECTION 1. AUTHORITY

This ordinance is adopted pursuant to and under the authority of the Charter of the City of Ramsey.

SECTION 2. PURPOSE

Per S701.10 (Fees) the purpose of this Ordinance is to establish the Permit Fees, service Charges, and Other Fees that will be collected by the City in year 2011. This is known as the Schedule of Rates, Fees and Charges.

SECTION 3. SCHEDULE

The attached permit fees and service charges are hereby established for the year 2011.

SECTION 4. EFFECTIVE DATE

This Ordinance becomes effective 30 days after its passage and publication, subject to City Charter Section 5.04.

PASSED by the City Council of the City of Ramsey, Minnesota, the day of 2010.

_____
Mayor

ATTEST:

_____
City Clerk

Introduction date:	November 9, 2010
Posting dates:	November 11, 2010-November 23, 2010
Adoption date:	November 23, 2009
Publication date:	December 3, 2010
Effective date:	January 3, 2011

CC Regular Session **Item #: 6. 2.**

Date: 11/23/2010

By: Amber Miller
Community Development

Information

Title:

Public Hearing for request for Vacation of Utility and Drainage Easements in Pine Shadows Subdivision, Outlot A

Background:

The City Council is in the process of reviewing the final plat and site plan for Alpha Development and Legacy Christian Academy. The entire site encompasses what is now Pine Shadows Subdivision which has existing drainage and utility easements. If left in place, the easements would run through the middle of the platted lot and building location. In order to accommodate the proposed plat with the new drainage and utility easements, the existing easements would need to be vacated.

Notification:

In accordance with State Statute, City Staff attempted to notify property owners within 350 feet of the subject property of the public hearing to vacate easements.

Observations:

A public hearing is required to eliminate the underlying drainage and utility easements that are a part of the original Pine Shadows Subdivision Plat.

Recommendation:

City Staff recommends introduction of the enclosed ordinance to vacate existing easements contingent upon the approval of the Final Plat and Site Plan.

Council Action:

Motion to introduce Ordinance #10-___ to vacate certain drainage and utility easements in Pine Shadows Subdivision Outlot A, contingent upon the approval of the Final Plat and Site Plan.

Fiscal Impact

Budgeted Y/N: Y

Budgeted Year: 2010

Fund: General

Funding:

Amendments to City Code are handled through normal staff duties.

Attachments

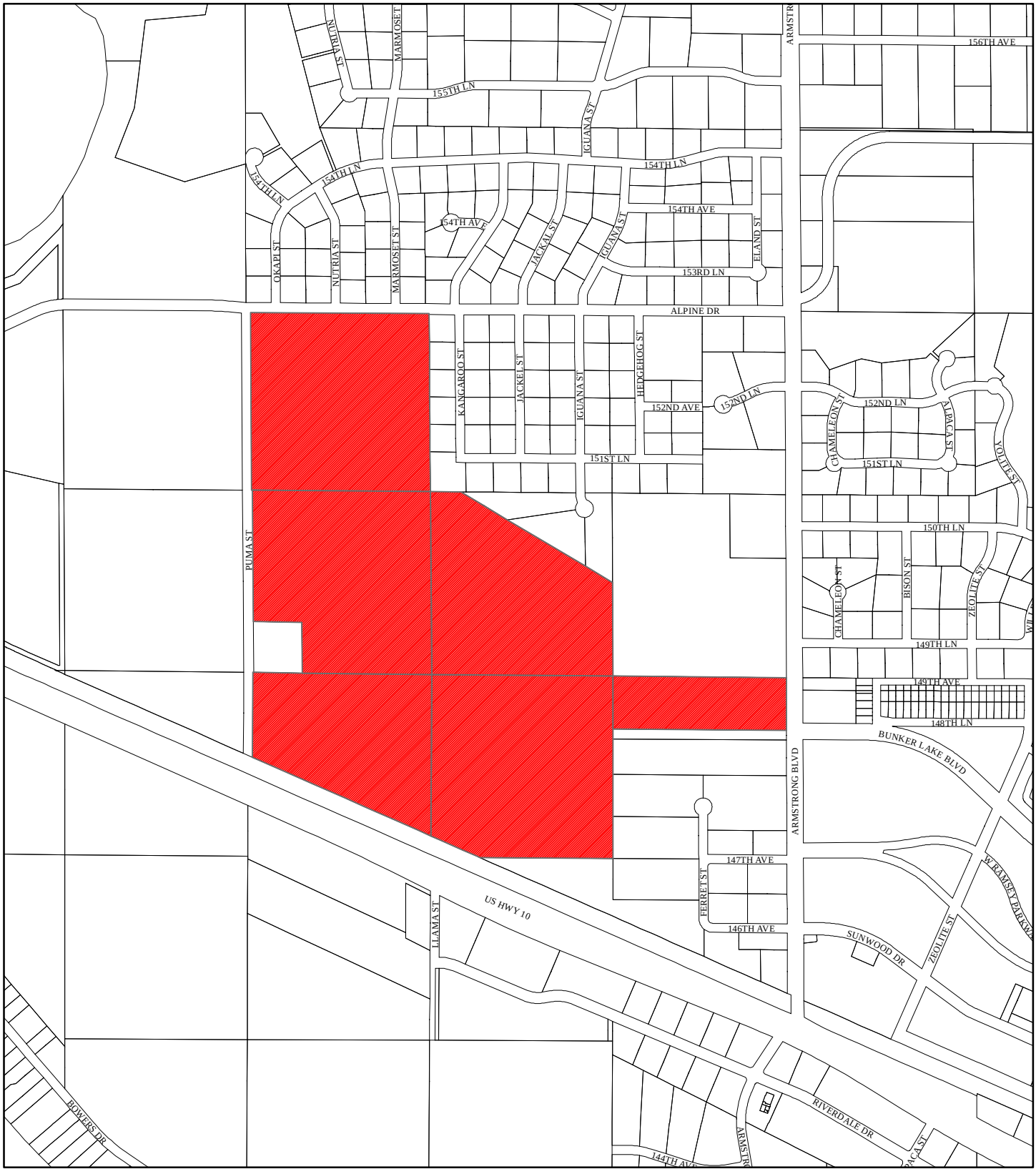
Site Location Map

Vacation Map

Ordinance to Vacate

Form Review

Inbox	Reviewed By	Date
Amber Miller (Originator)	Amber Miller	11/16/2010 09:46 AM
Kurt Ulrich	Amy Dietl	11/16/2010 11:37 AM
Amber Miller (Originator)	Amber Miller	11/16/2010 11:43 AM
Kurt Ulrich	Kurt Ulrich	11/18/2010 03:36 PM
Form Started By: Amber Miller		Started On: 11/16/2010 09:09 AM
Final Approval Date: 11/18/2010		



City of RAMSEY

Legacy Christian Academy

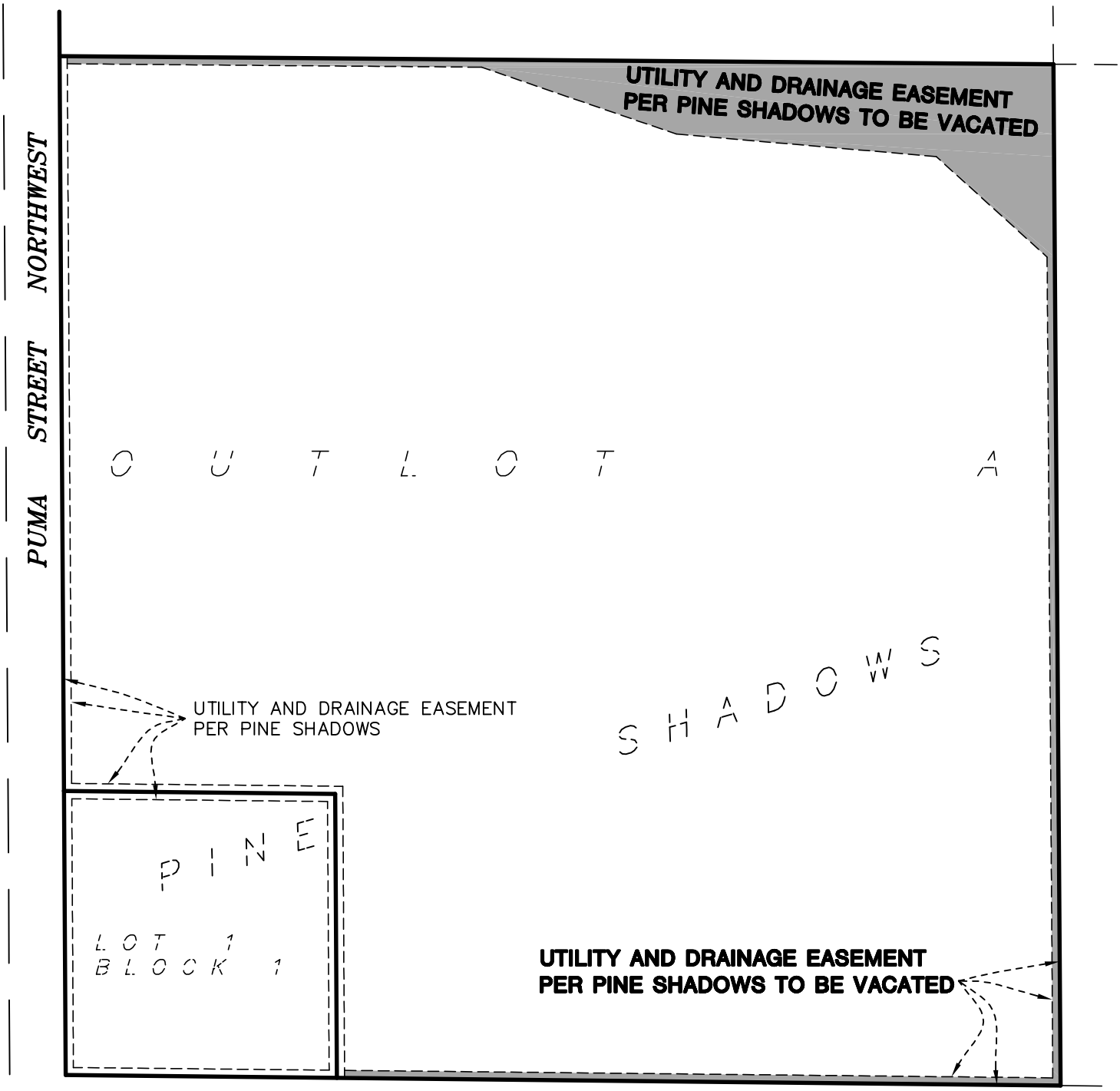
Legend

Site

Parcels

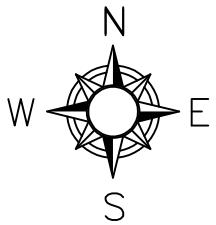
0 1,250 2,500 Feet

EASEMENT VACATION EXHIBIT



LEGAL DESCRIPTION OF EASEMENTS TO BE VACATED

The utility and drainage easements in Outlot A, PINE SHADOWS, Anoka County, Minnesota, except utility and drainage easements adjacent to Puma Street and adjacent to Lot 1, Block 1 of said PINE SHADOWS.



NOT TO SCALE

November 5, 2010
12912 D and U Vacation Exhibit

Anderson Engineering of Minnesota, LLC.
CIVIL ENGINEERING AND LAND SURVEYING
13605 1ST AVENUE NORTH, SUITE 100, PLYMOUTH, MN 55441 TEL (763) 412-4000 FAX (763) 383-1089

ORDINANCE #10-__

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE VACATING CERTAIN DEDICATED DRAINAGE AND UTILITY EASEMENTS IN THE CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA.

The City of Ramsey Ordains:

SECTION 1. AUTHORITY

This ordinance is adopted pursuant to and under the authority of the City Charter of the City of Ramsey.

SECTION 2. VACATION

The following described dedicated drainage and utility easement is hereby vacated, to-wit:

> The utility and drainage easements in Outlot A, Pine Shadows, Anoka County, Minnesota, except utility and drainage easements adjacent to Puma Street and adjacent to Lot 1, Block 1 of said Pine Shadows.

SECTION 3. EFFECTIVE DATE

The effective date of this ordinance is thirty (30) days after its passage and publication, subject to City Charter Section 3.9.

ADOPTED by the City Council of the City of Ramsey this the __ day of _____, 2010.

_____
Mayor

ATTEST:

_____
City Administrator

Introduction Date:_____
Posting Dates:_____
Adoption Date:_____
Publication Date:_____
Effective Date:_____

CC Regular Session **Item #: 7. 1.**

Date: 11/23/2010

By: Tim Gladhill
Community Development

Information

Title:

Introduce Ordinance to Amend City Code 117-118 Relating to Front Yard Setbacks in The COR

Background:

The intent of The COR zoning district is to foster a pedestrian friendly, transit oriented development by employing distinctly different standards than other zoning districts within the City. One of the most unique characteristics is a build-to line, setting buildings close to the street. The City has received feedback on numerous occasions regarding the setback requirements in the TC-1 sub-district and its relation to sidewalk requirements. In order to achieve full sidewalk width, sidewalks are required to be partially constructed on private property, thus impacting the amount of separation from the street that can be accommodated.

Throughout the life of the standards set forth for The COR, various minor amendments have been processed to bulk standards and intent of this zoning district. A previous ordinance amended the front yard setback in the TC-4a sub-district from 20 feet maximum to 25 feet maximum. A subsequent ordinance inadvertently reverted back to the 20 foot setback. Current development proposals and building permits are reviewed at the 25 foot standard.

A summary of the proposed changes are as follows:

1) Front yard setback in the TC-4 amended from 20 foot max to 25 foot max
2) Allows setbacks to be measured from edge of sidewalk easement for properties required to have a portion of a public sidewalk on private property to allow for separation from edge of sidewalk in the TC-1 sub-district.

Notification:

In accordance with State Statute, a public hearing notice was published in the Anoka County Union for the Public Hearing held at the November Planning Commission Meeting.

Recommendation:

Staff recommends approval of the ordinance.

Council Action:

Motion to introduce an ordinance to revise Chapter 117-118 of the City's Zoning Code to update front yard setbacks in The COR.

Fiscal Impact

Budgeted Y/N:	Y
Budgeted Year:	2010
Fund:	General

Funding:

All costs associated with processing the ordinance are being handled as regular staff duties from the Community Development Fund.

Attachments

Proposed Ordinance

Form Review

Inbox	Reviewed By	Date
Amber Miller	Amber Miller	11/15/2010 02:05 PM
Kurt Ulrich	Kurt Ulrich	11/18/2010 03:36 PM
Form Started By: Tim Gladhill		Started On: 11/15/2010 01:40 PM
Final Approval Date: 11/18/2010		

ORDINANCE #10-__

CITY OF RAMSEY
ANOKA COUNTY STATE OF MINNESOTA

AN AMENDMENT TO CHAPTER 117 WHICH IS KNOWN AS THE ZONING AND SUBDIVISION OF LAND CHAPTER OF THE CITY CODE OF RAMSEY, MINNESOTA.

AN ORDINANCE AMENDING SECTION 117-118 (c) (2) "TOWN CENTER ZONING DISTRICT" OF CHAPTER 117 OF THE CITY CODE OF RAMSEY, MINNESOTA.

The City of Ramsey ordains:

SECTION 1. AMENDMENT

Section 117-118 (c) (2) of Ramsey City Code shall be amended as follows:

(2) Development standards.

Development Standard	**TC-1**	**TC-2**	**TC-3 and 3a**		**TC-4a, b and c**	**TC-5**
Minimum lot size	**None**	**None**	**None**	**None**	**None**	**0.5 acre**
Minimum lot width (if lotted)	**20 feet**	**80 feet**	**40 feet**	**40 feet**	**20 feet**	**n/a**
Minimum lot depth (if lotted)	**80 feet**	**100 feet**	**80 feet**	**80 feet**	**80 feet**	**n/a**
Allowable residential density in dwelling units per acre [(a)]	**;gt;15 DU/AC**	**;gt;15 DU/AC**	**None**	**None**	**4a - up to 10 4b - up to 15 4c - min. of 15**	**n/a**
Minimum floor area ratio (FAR) for nonresidential uses/vertically mixed buildings/sites	**.75**	**.25**	**.25**	**.25**	**n/a**	**n/a**
Setbacks						
Front yard	**0 - 5 feet as**	**0 - 15 feet**	**0 - 15 feet**	**30 feet min,**	**0 - 25~~0~~**	**n/a**

(min. - max)	**measured from building front to right-of-way[(b)] (60% of front facade w/in max.)**	**as measured from building front to right-of-way[(b)]**	**as measured from building front to right-of-way[(b)]**	**60 feet max as measured from building front to right-of-way[(b)]**	**feet[(b)]**	
Side yard	**no req.**	**10 feet if separate bldgs.**	**10 feet if separate bldgs.**	**10 feet if separate bldgs.**	**no req. unless req. by Building Code**	**n/a**
Rear yard	**no req.**	**no req.**	**no req.**	**30 feet minimum**	**no req. unless req. by Building Code**	**n/a**
Driveway length (minimum)	**20 feet for residential units**	**20 feet for residential units**	**20 feet for residential units**	**20 feet for residential units**	**20 feet for residential units**	**n/a**
Building height (min. - max.)	**2 - 5 stories**	**1 - 4 stories**	**2 - 4 stories**	**2 - 4 stories**	**1 - 4 stories**	**1 - 2 stories**

a. Residential density is based on the net area of the parcel in question for parcels. In the event that public open space that is not dedicated to the city is developed independently of any particular residential project, the land area of the open space shall be divided equally among those abutting projects for purposes of density calculations.

b. Setbacks for residential units located within the TC-1 Zoning District shall be measured from building front to edge of right-of-way, or edge of sidewalk easement as defined by the City and said sidewalk must be encumbered by a sidewalk easement recorded with the office of the Anoka County Recorder. Setbacks for residential units located within the TC-4 Zoning District shall be measured from building front to edge of sidewalk, edge of right-of-way, or to back of street curb, whichever is appropriate.

SECTION 3. SUMMARY

The following official summary of Ordinance #10-__ has been approved by the City Council of the City of Ramsey as clearly informing the public of the intent and effect of the Ordinance.

It is the intent of this Ordinance to amend the Town Center Zoning District in Chapter 117 of Ramsey City Code to rectify a previous correction to front yard setbacks in the TC-4 sub-district permitting a maximum 25 foot front yard setback. In addition, the intent of this ordinance is to establish an alternative setback in the TC-1 sub-district for parcels with a sidewalk on private property.

SECTION 4. EFFECTIVE DATE

The effective date of this ordinance is thirty (30) days after its passage and publication, subject to City Charter Section 3.9.

Adopted by the Ramsey City Council the ___ day of _____, 2010.

_____
Mayor

ATTEST:

_____
City Administrator

Introduction Date: _____
Posting Dates: _____
Adoption Date: _____
Publication Date: _____
Effective Date: _____

CC Regular Session **Item #: 7. 2.**

Date: 11/23/2010

By: Tim Gladhill
Community Development

Information

Title:

Request for Preliminary Plat Approval of COR ONE;
Case of the City of Ramsey Housing and Redevelopment Authority

Background:

The City of Ramsey Housing and Redevelopment Authority (HRA) has applied for a major plat to re-plat RAMSEY TOWN CENTER FIFTH ADDITION on an approximately 14.5 acre block of The COR.

Notification:

Properties within 700 feet were notified of the Public Hearing held on November 4th via Standard US Mail. Said Public Hearing was properly notified in the Anoka County Union.

Observations:

The project includes a major subdivision to create five (5) buildable lots and one (1) Outlot. Two (2) of the lots are for the Ramsey Municipal Center and Municipal Parking Ramp. The remaining (3) proposed lots are for future development, including apartments and suite-style assisted living. The property is zoned TC-1, a sub-district consisting of a mix of residential, retail, service, professional, community service, recreational and similar uses on every block near, and within easy walking distance of the rail station.

It appears that all proposed lots conform to City Code bulk requirements, including minimum lot size, width, and depth. At this stage, the City has not received a site plan and cannot review standards such as parking requirements, FAR, density, etc. These standards will be reviewed as part of the remaining plat and site plan review.

The COR encourages shared and structured parking to maximize building coverages and maximize density, especially in the TC-1 sub-district. The TC-1 district regulations require two (2) to five (5) story buildings. The TC-1 Sub-District setback from street is 0-5 feet. According to City Code, at least 60% of the proposed building must be within the maximum setback. Parking will also be reviewed as part of site plan review.

The site will derive public access from Sunwood and Civic Center Drives. All accesses shall be shared access where feasible and encumbered by shared access easements. The City reserves the right to amend any full access to a right-in, right-out movement as traffic patterns or public safety warrant.

Landscape and Civil Engineering plans will be reviewed with the Preliminary and Final Plat review, as well as the Preliminary and Final Site Plan Review.

Recommendation:

With only one minor modification to the configuration of lot lines from the initial Sketch Plan, the proposed Preliminary Plat appears to be in substantial compliance with the Sketch Plan, and thus Staff would recommend approval of the Preliminary Plan, contingent upon compliance with the Staff Review Letter dated October 28, 2010, *revised November 17, 2010*.

Council Action:

Motion to approve/deny the Preliminary Plat, contingent upon compliance with the Staff Review Letter dated October 28, 2010, *revised November 17, 2010* and approval of the site plans of Residence at The COR and Suite Living at The COR.

Fiscal Impact

Budgeted Y/N: Y

Budgeted Year: 2010

Fund: General

Funding:

All costs associated with reviewing the application are the responsibility of the Applicant. Since the City's HRA is the Applicant for this application, review of the plat is being handled as part of regular staff duties.

Attachments

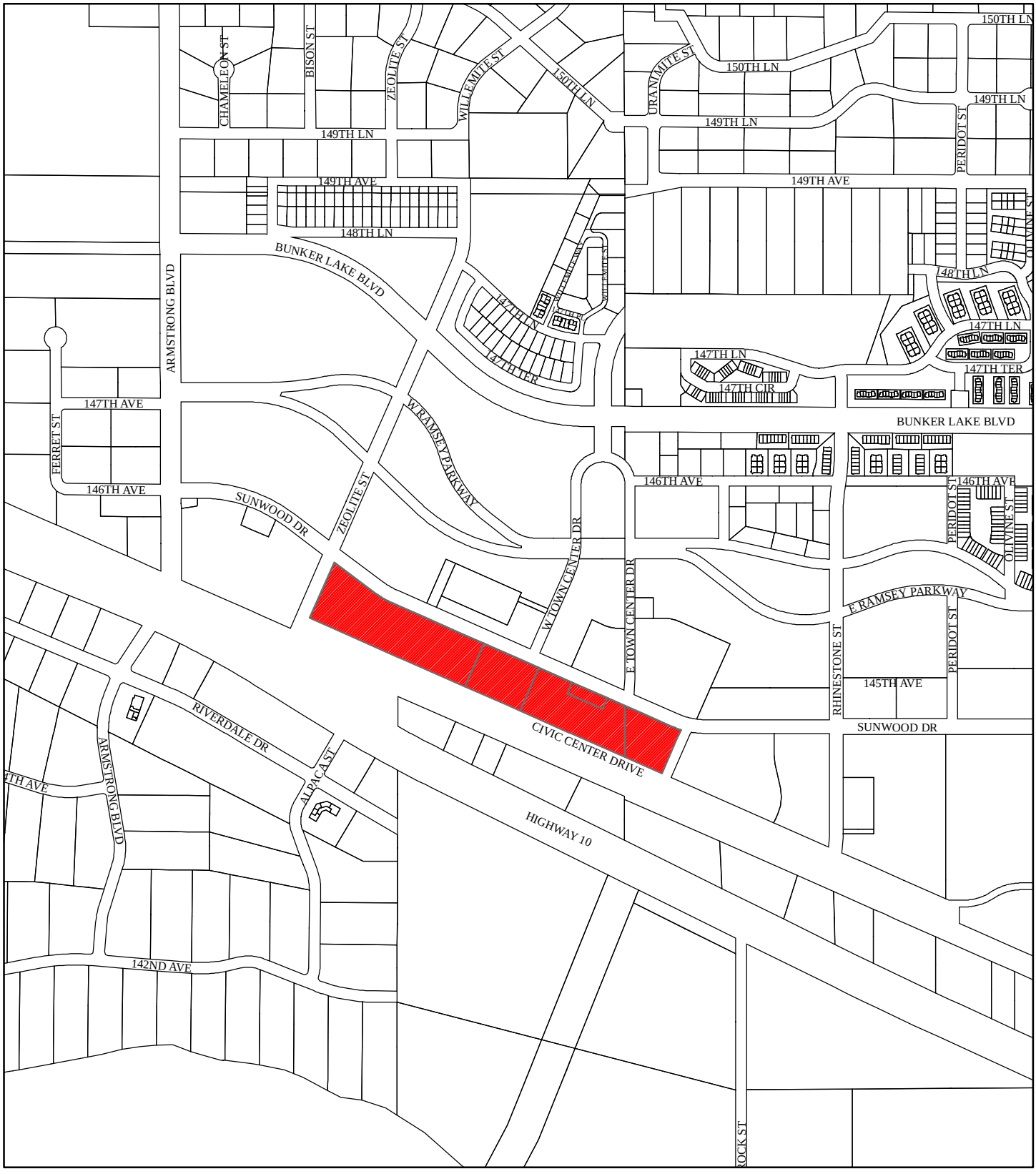
Site Location Map

Preliminary Plat

Staff Review Letter

Form Review

Inbox	Reviewed By	Date
Tim Himmer	Tim Himmer	11/17/2010 12:04 PM
Amber Miller	Amber Miller	11/17/2010 12:07 PM
Kurt Ulrich	Kurt Ulrich	11/18/2010 03:36 PM
Form Started By: Tim Gladhill		Started On: 11/16/2010 11:42 AM
Final Approval Date: 11/18/2010		



City of RAMSEY

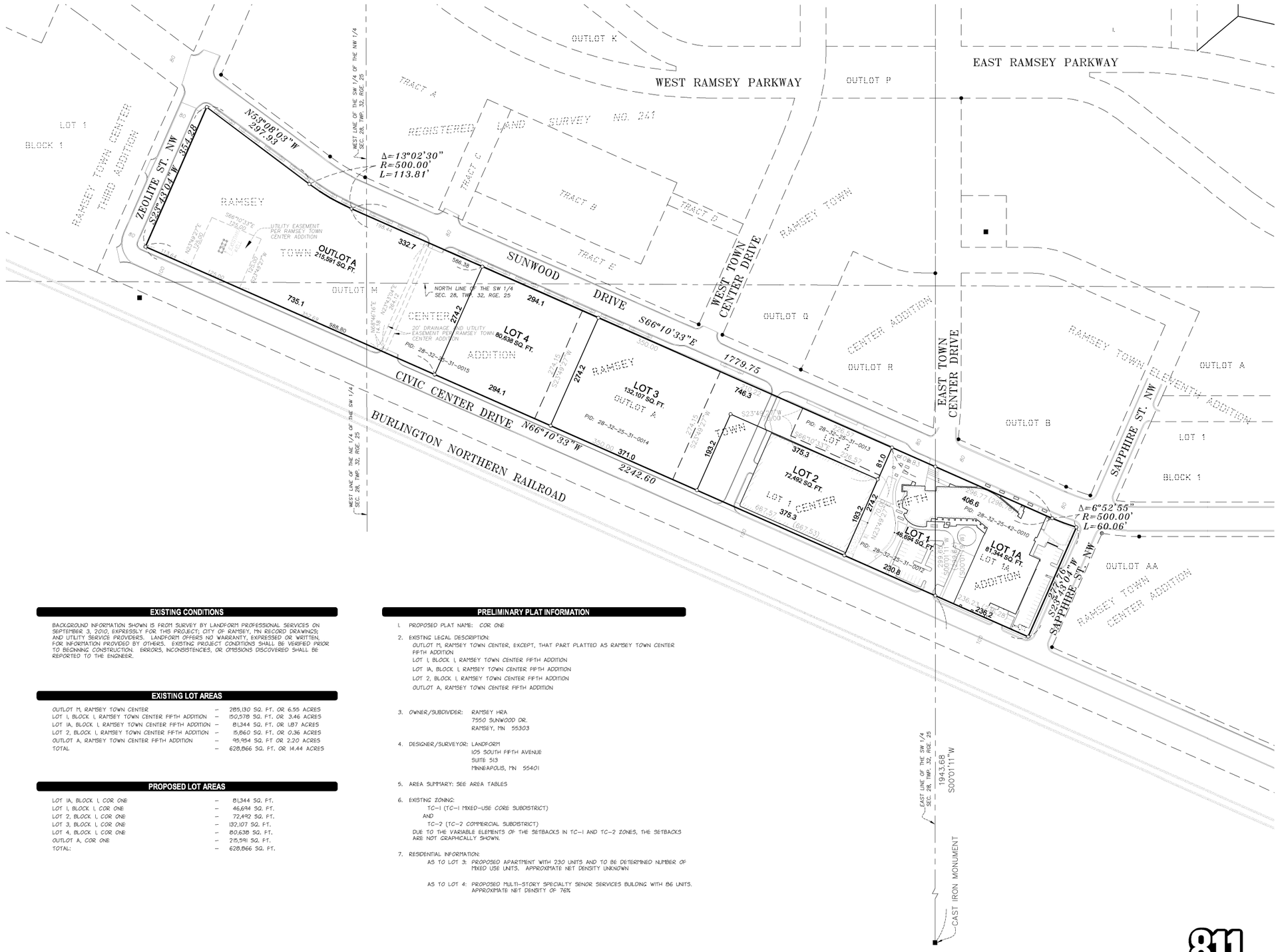
COR ONE, 1st Addition

Legend

Site

Parcels

0 1,000 2,000 Feet


WEST RAMSEY PARKWAY
EAST RAMSEY PARKWAY
OUTLOT K
OUTLOT P
TRACT A
REGISTERED LAND SURVEY NO. 241
TRACT C
TRACT B
TRACT D
TRACT E
RAMSEY TOWN CENTER THIRD ADDITION
LOT 1
BLOCK 1
ZEOLITE ST. NW
N53°08'03"W 297.93
S52°42'04"W 354.28
Δ=13°02'30"
R=500.00'
L=113.81'
WEST LINE OF THE SW 1/4 OF THE NW 1/4 SEC. 28, TWP. 32, RGE. 25
RAMSEY
OUTLOT A
TOWN 215,591 SQ. FT.
UTILITY EASEMENT PER RAMSEY TOWN CENTER ADDITION
OUTLOT M
NORTH LINE OF THE SW 1/4 SEC. 28, TWP. 32, RGE. 25
SUNWOOD DRIVE
S66°10'33"E 1779.75
WEST TOWN CENTER DRIVE
RAMSEY TOWN CENTER ADDITION
OUTLOT Q
OUTLOT R
EAST TOWN CENTER DRIVE
RAMSEY TOWN ELEVENTH ADDITION
OUTLOT A
OUTLOT B
LOT 1
BLOCK 1
SAPPHIRE ST. NW
Δ=6°52'55"
R=500.00'
L=60.06'
LOT 4
80,638 SQ. FT.
PID: 28-32-25-31-0015
LOT 3
132,107 SQ. FT.
OUTLOT A
PID: 28-32-25-31-0014
LOT 2
72,492 SQ. FT.
LOT 1 CENTER
PID: 28-32-25-31-0012
LOT 1
46,694 SQ. FT.
PID: 28-32-25-31-0013
LOT 2
LOT 1A
61,344 SQ. FT.
LOT 1A
ADDITION
PID: 28-32-25-42-0010
CIVIC CENTER DRIVE N66°10'33"W 2242.60
BURLINGTON NORTHERN RAILROAD
WEST LINE OF THE NE 1/4 OF THE SW 1/4 SEC. 28, TWP. 32, RGE. 25
EAST LINE OF THE SW 1/4 SEC. 28, TWP. 32, RGE. 25
S00°01'11"W 1943.68
CAST IRON MONUMENT
OUTLOT AA
RAMSEY TOWN CENTER ADDITION
735.1
294.1
274.2
332.7
386.35
746.3
375.3
406.6
230.8
236.2
81.0
193.2
371.0
350.00
667.53
523°48'27"W 274.15
S23°49'27"W 274.15
S66°10'33"E 26.57
S23°49'27"W 274.15
S00°01'11"W 277.16
S23°49'27"W 274.15
S23°49'27"W 274.15
S23°49'27"W 274.15

October 28, 2010, *revised November 17, 2010*

City of Ramsey Housing and Redevelopment Authority
Attn: Heidi Nelson, Executive Director
7550 Sunwood Dr NW
Ramsey, MN 55303

Re: Preliminary Plat—COR ONE

Heidi:

We are in receipt of your preliminary plat for a subdivision in The COR to create four (4) buildable lots and one outlot on the property located south of Sunwood Drive, north of Civic Center Drive, west of Sapphire Street, and east of Zeolite Street. This area is currently platted as Ramsey Town Center 5th Addition. The preliminary plat includes one (1) sheet prepared by Landform Engineering Company dated October 5, 2010 in addition to the site plan submittals for Residence at The COR and Suite Living at The COR. We offer the following comments regarding your application:

Planning and Zoning
Reviewer: Tim Gladhill, Associate Planner
tgladhill@ci.ramsey.mn.us
763-576-4308

General: The Subject Property appears to be 14.44 acres. The proposed plat would reconfigure existing lot lines and create additional buildable lots in the Ramsey Town Center Addition 5th Addition, including separating the existing Ramsey Municipal Center from the Municipal Parking Ramp. The configuration of Lot 3 has been adjusted slightly since the Sketch Plan, but appears to still be in substantial compliance with the Sketch Plan. The reconfiguration of Lot 3 encompasses the existing access to the Municipal Parking Ramp from Sunwood Drive. An access easement across Lot 3 shall be required to be recorded prior to submitting any Building Permits for the Plat. Prior to submitting for Final Plat, please provide City Staff with Floor Area Ratio calculations for the Ramsey Municipal Center.

Zoning: The property is located in the TC-1 (Town Center) zoning sub-district. This mixed-use core is intended to provide a mix of residential, retail, service, professional, community service, recreational and similar uses on every block near, and within easy walking distance of the transit station.

Lot Size and Width Requirements: The TC-1 District does require a minimum lot size. The district does require a minimum lot width of 20 feet and a minimum lot depth of 80 feet. It appears that all proposed lots conform to minimum lot size.

Engineering Review
Reviewer: Tim Himmer, City Engineer
thimmer@ci.ramsey.mn.us
763-433-9893

Access and Streets: Accesses onto Sunwood and Civic Center Drive shall be limited, and shared access and parking is encouraged. It appears that shared accesses are being proposed where feasible. The existing pavement striping along the roadway (turn lanes, etc.) may require revisions when the final access locations are determined; all of which would be performed and funded for by the Applicant. All accesses may be restricted in the future to right-in right-out only if traffic and accident history dictate. Outlot A appears to have existing curb cuts on the north and south side of the property to serve as a future public street connection; this matter will be reviewed when that parcel is developed and/or subdivided.

Sidewalks: An additional two (2) to four (4) foot section of sidewalk (minimum of 10' wide from back of existing planter boxes) must be added (at the Applicant's cost) to the existing sidewalk along Sunwood Drive, in accordance with the Ramsey Town Center Master Plan, completed Sunwood Drive Streetscape improvements, and City policy. Sidewalks must also be constructed along Civic Center Drive. Construction of any sidewalk section on private property will require the dedication of sidewalk easements.

Grading and Drainage: Grading and drainage plans for Lots 3 and 4 are being reviewed as part of the site plan review for Residence at The COR and Suite Living at The COR. Review letters for both site plans are incorporated into this letter as reference and must be addressed prior to the City releasing the Plat for recording. Please submit this information for Outlot A for review prior to submitting the final plat.

Easements: It appears that there are no drainage and utility easements being proposed with the plat. Drainage and utility easements must be dedicated along the right-of-way and side lots consistent with the proposed setbacks of the structures. Separate easements are also required for any proposed sidewalk that will be installed outside the right-of-way on private property, subject to review by the City Attorney, and the applicant is responsible for the drafting and recording of such documents. Cross access/public roadway easements must also be dedicated over the drive aisle and pedestrian ways that serve the municipal parking ramp that cuts through Lot 3. Existing easements from the underlying subdivision(s) must be maintained on the proposed COR ONE plat, or alternative accommodations made (vacations and/or infrastructure relocations and new easements dedications that may be necessary).

Right-of-Way Dedication: Sufficient right of way was dedicated as part of the plat for the Ramsey Town Center Addition for the buildable lots being proposed. No additional right of way is proposed to be dedicated as part of the plat, which could change if new public roads are proposed.

Utilities: Utility plans for Lots 3 and 4 are being reviewed as part of the site plan review for Residence at The COR and Suite Living at The COR. Review letters for both site plans are incorporated into this letter as reference and must be addressed prior to the City releasing the Plat for recording. Please submit this information for Outlot A for review prior to submitting the final plat.

Municipal Water and Sanitary Sewer Trunk (Connection) Charges: The 2010 residential water and sanitary sewer trunk fees are $2,209.00 and $1,271 per unit respectively. Obligations for Lots 3 and 4 are being reviewed as part of the site plan review for Residence at The COR and Suite Living at

The COR. Review letters for both site plans are incorporated into this letter as reference and must be addressed prior to the City releasing the Plat for recording. The proposal may be eligible for credit based on the number of units and net density. Fees for Lots 1, 1A, and 2 have already been collected as part of the RAMSEY TOWN CENTER FIFTH ADDITION. Fees for the development of Outlot A will be assessed upon re-platting. The charge in effect at the time the Development Contract is executed will be collected.

Municipal Water and Sanitary Sewer Lateral Benefit Charges: Since lateral lines are already stubbed to the Subject Property, the plat is subject to the City's standard Lateral Benefit Charge. The 2010 residential water and sanitary sewer trunk fees are $8,777.00 and $3,847.00 per connection respectively. Obligations for Lots 3 and 4 are being reviewed as part of the site plan review for Residence at The COR and Suite Living at The COR. Review letters for both site plans are incorporated into this letter as reference and must be addressed prior to the City releasing the Plat for recording. Fees for Lots 1, 1A, and 3 have already been collected as part of the RAMSEY TOWN CENTER FIFTH ADDITION. Fees for the development of Outlot A will be assessed upon re-platting. The charge in effect at the time the Development Contract is executed will be collected.

Stormwater Management: The 2010 residential stormwater management fees are $448.00 per unit. Obligations for Lots 3 and 4 are being reviewed as part of the site plan review for Residence at The COR and Suite Living at The COR. Review letters for both site plans are incorporated into this letter as reference and must be addressed prior to the City releasing the Plat for recording. Fees for Lots 1, 1A, and 3 have already been collected as part of the RAMSEY TOWN CENTER FIFTH ADDITION. Fees for the development of Outlot A will be assessed upon re-platting. The charge in effect at the time the Development Contract is executed will be collected.

Trail Development Fees: The 2010 residential trail development fee is $600.00 per unit. Obligations for Lots 3 and 4 are being reviewed as part of the site plan review for Residence at The COR and Suite Living at The COR. Review letters for both site plans are incorporated into this letter as reference and must be addressed prior to the City releasing the Plat for recording. Fees for Lots 1, 1A, and 3 have already been collected as part of the RAMSEY TOWN CENTER FIFTH ADDITION. Fees for the development of Outlot A will be assessed upon re-platting. The charge in effect at the time the Development Contract is executed will be collected.

Park Dedication: The 2010 residential park dedication fee is $2,475.00 per unit. Obligations for Lots 3 and 4 are being reviewed as part of the site plan review for Residence at The COR and Suite Living at The COR. Review letters for both site plans are incorporated into this letter as reference and must be addressed prior to the City releasing the Plat for recording. Park Dedication fees have recently been discussed in terms of credit for higher density development and a different fee structure for assisted living uses. Park Dedication requirements for the plat will be reviewed by the Parks and Recreation Commission, who will forward a recommendation to the City Council. Fees for Lots 1, 1A, and 3 have already been collected as part of the RAMSEY TOWN CENTER FIFTH ADDITION. Fees for the development of Outlot A will be assessed upon re-platting. The charge in effect at the time the Development Contract is executed will be collected.

REU Number: This property will be subject to a storm water utility charge based upon the amount of impervious surface on the site. The quarterly charge is dependent upon the number of Residential Equivalent Units (REU) calculated for this property. This fee will be determined as individual site plans are brought forward for review and developed.

The City Council will be meeting at 7:00 p.m. on Tuesday, November 17, 2010 to review your preliminary plat. You, or your representative, are strongly encouraged to attend the meeting in order to answer any questions that may arise. If you have any questions or need additional information, please don't hesitate to call us.

Respectfully,

CITY OF RAMSEY

Tim Gladhill
Associate Planner

Tim Himmer
City Engineer

CC: Landform
Attn: Darren Lazan
105 South Fifth Street, Suite 513
Minneapolis, MN 55401

CC Regular Session **Item #: 7. 3.**

Date: 11/23/2010

By: Tim Gladhill
Community Development

Information

Title:

Request for Preliminary Site Plan Approval of Suite Living at The COR

Background:

Suite Living. has applied for site plan review for a three (3) story, 86 unit assisted living/memory care complex in The COR, located west of the existing municipal parking ramp and the proposed Residence at The COR site plan.

Notification:

Although notification is not required for site plan review, all properties within 700 feet were notified of the request for associated plat via Standard US Mail. The Public Hearing for said plat was properly notified in the Anoka County Union.

Observations:

The project is part of the COR One major plat being processed by the City of Ramsey Housing and Redevelopment Authority (HRA). The proposed lot will be approximately 1.85 acres in size. The property is zoned TC-1, a sub-district consisting of a mix of residential, retail, service, professional, community service, recreational and similar uses on every block near, and within easy walking distance of the rail station.

Total finished square feet when completed will be approximately 105,375 square feet. The minimum floor area ratio in this district .75; the proposed net floor area ratio is 1.31. The COR encourages shared and structured parking to maximize building coverages and maximize density, especially in the TC-1 sub-district. The TC-1 district regulations require two (2) to five (5) story buildings; the proposed building is three (3) stories.

The TC-1 Sub-District setback from street is 0-5 feet. According to City Code, at least 60% of the proposed building must be within the maximum setback. The proposed setback of the building appears to be five (5) feet from the proposed extension of the setback, which is proposed as the 'build-to line'. Approximately four (4) feet of sidewalk is required on private property, necessitating a sidewalk easement. This essentially increases the 'public realm' into the Subject Property. The overall intent of placing structures close to the public area is still met, but the building is pushed further away from the right of way due to the extension of the sidewalk. Staff has forwarded a proposed ordinance to allow an alternative setback when sidewalks are on private property to allow green/soft space between the sidewalk and the building.

The site will derive public access from Sunwood and Civic Center Drives. The site will share an access on Sunwood and Civic Center Drive with a proposed site plan for Residence at The COR, reviewed separately. Shared accesses shall be encumbered by shared access easements as necessary. The City reserves the right to amend any full access to a right-in, right-out movement as traffic patterns or public safety warrant.

The TC-1 sub-district sets a maximum parking space standard of two (2) per residential unit; which equates to 172 spaces in this case. The site plan proposes thirty-nine (39) on-site parking spaces, with additional on-street capacity. A majority of the parking needed for the Subject Property is for staff and visitors; residents are typically not in possession of vehicles.

Landscape plans are generally acceptable with changes outlined in the Staff Review Letter. Sidewalks and standard landscaping must be provided along Civic Center Drive.

Revised Civil Engineering plans must be submitted prior to forwarding the request for Final Site Plan Review to City Council, with changes outlined in the Staff Review Letter. Revised plans must note relocation and restoration plans for existing infrastructure if disturbed or removed.

Recommendation:

City Staff recommends approval of the preliminary site plan, contingent upon the City Staff Review Letter dated October 28, 2010, *revised November 17, 2010*.

Council Action:

Motion to approve/deny the preliminary site plan, contingent upon the City Staff Review Letter dated October 28, 2010, *revised November 17, 2010*.

Fiscal Impact

Budgeted Y/N:	Y
Budgeted Year:	2010
Fund:	Escrow

Funding:

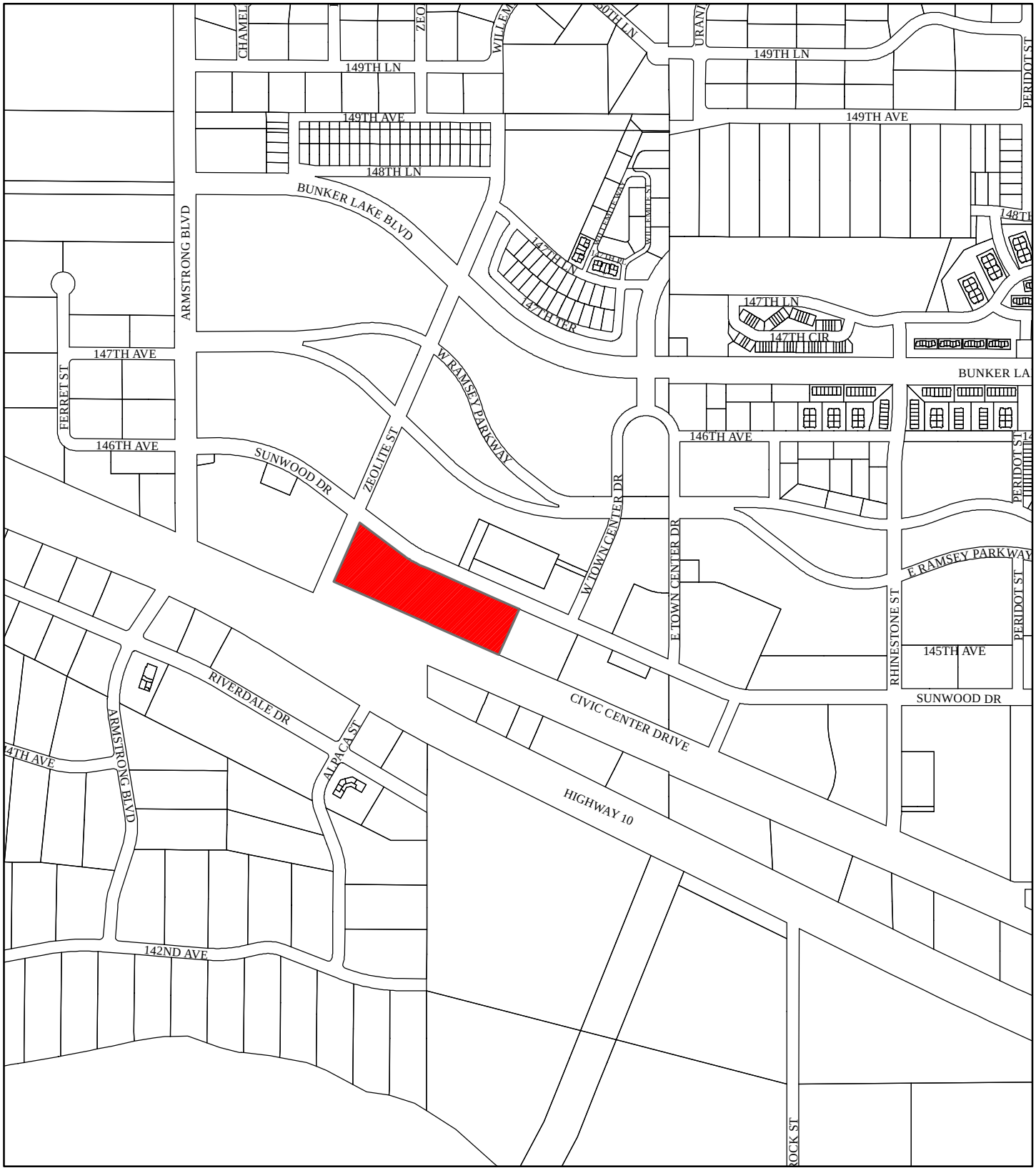
All costs associated with reviewing the application are the responsibility of the Applicant.

Attachments

Site Location Map
Site Plan
Floor Plan-First Floor
Floor Plan-Second Floor
Architectural Renderings
Staff Review Letter

Form Review

Inbox	Reviewed By	Date
Tim Himmer	Tim Himmer	11/17/2010 11:42 AM
Amber Miller	Amber Miller	11/17/2010 11:48 AM
Kurt Ulrich	Kurt Ulrich	11/18/2010 03:36 PM
Form Started By: Tim Gladhill		Started On: 11/16/2010 11:41 AM
Final Approval Date: 11/18/2010		



City of RAMSEY

Suite Living at The COR

Legend

Site

Parcels

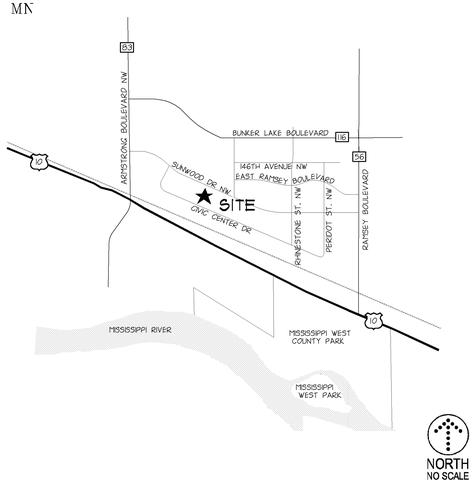
0 950 1,900 Feet

SUITE LIVING AT THE COR

RAMSEY, MN

AREA LOCATION MAP

RAMSEY, MN



ABBREVIATIONS

∅	Angle	JT.	Joint
&	And	L.F.	Lineal Feet
@	At	L.P.	Low Point / Liquid Petroleum
100 YR.	100 Year Flood Elevation	LB.	Pound
A.B.	Anchor Bolt	LGU	Local Government Unit
A.D.	Area Drain	LONG.	Longitudinal
A/C	Air Conditionng Unit	LT.	Light / Lighting
ADD.	Addendum	MAINT.	Maintenance
ADDL.	Additional	MAS.	Masonry
ADJ.	Adjacent / Adjust	MATL.	Material
AHU	Air Handling Unit	MAX.	Maximum
ALT.	Alternate	MECH	Mechanical
ALUM.	Aluminum	MED.	Medium
ANOD.	Anodized	MFR.	Manufacturer
APPROX.	Approximate	MH	Manhole
ARCH	Architect / Architectural	MIN.	Minimum / Minute
AUTO.	Automatic	MISC.	Miscellaneous
AVG.	Average	MNDOT	Minnesota Department Of Transportation
B.C.	Back of Curb	MOD.	Module / Modular
B.M.	Benchmark	MUL.	Mullion
B/W	Bottom of Wall	N.	North
BFE	Basement Floor Elevation	N.I.C.	Not In Contract
BIT	Bituminous (Asphaltic)	NO. OR #	Number
BLDG	Building	NOM	Nominal
BSMT.	Basement	NTS	Not to Scale
C.F.	Cubic Feet	NWE	Normal Water Elevation
C.F.S.	Cubic Feet Per Second	NWL	Normal Water Level
C.G.	Corner Guard	O.C.	On Center
C.J.	Control Joint	O.D.	Outside Dimension
C.L.	Centerline	O.E.	Overhead Electric
C.M.U.	Concrete Masonry Unit	OH.	Overhead
C.O.	Cleanout	OHWL	Ordinary High Water Level
C.O.E.	U.S. Army Corps Of Engineers	OPNG.	Opening
C.Y.	Cubic Yards	ORIG.	Original
CB	Catch Basin	P.C.	Point of Curvature
CBMH	Catch Basin Manhole	P.I.	Point of Intersection
CBT.	Cement	PIV	Post Indicator Valve
CIP	Cast Iron Pipe	P.L. OR P/L	Property Line
CMP	Corrugated Metal Pipe	P.O.B.	Point of Beginning
CONC.	Concrete (Portland)	P.S.F.	Pounds Per Square Foot
CONN.	Connection	P.S.I.	Pounds Per Square Inch
CONST.	Construction	P.T.	Point of Tangency
CONT.	Continuous	P.V.C.	Point of Vertical Curvature
CONTR.	Contractor	P.V.I.	Point of Vertical Intersection
COP.	Copper	P.V.T.	Point of Vertical Tangency
CU.	Cubic	PE	Polyethylene
D.S.	Down Spout	PED.	Pedestal / Pedestrian
DEG.	Degree	PERF.	Perforated
DEMO.	Demolition / Demolish	PREP.	Preparation
DEPT.	Department	PROJ.	Project
DET.	Detail	PROP.	Proposed
DIA.	Diameter	PVC	Poly-Vinyl-Chloride (Piping)
DIAG.	Diagonal	PVMT.	Pavement
DIM.	Dimension	QTR.	Quarter
DIP	Ductile Iron Pipe	QTY.	Quantity
DN	Down	R	Radius
DWG.	Drawing	RAD.	Radius
E.	East	R.D.	Roof Drain
E.J.	Expansion Joint	R.E.	Renove Existing
E.O.S.	Emergency Overflow Swale	R.O.	Rough Opening
E.W.	Each Way	R.P.	Radius Point
EA.	Each	RCP	Reinforced Concrete Pipe
EL.	Elevation	R.S.	Rough Slab
ELEC.	Electrical	RE.	Regarding
ELEV.	Elevation	REINF.	Reinforced
EMER.	Emergency	REQ'D	Required
ENGR.	Engineer	REV.	Revision / Revised
ENTR.	Entrance	RGU	Regulatory Government Unit
EQ.	Equal	ROW OR R/W	Right of Way
EQUIP.	Equipment	S.	South
EQUIV.	Equivalent	S.F.	Square Feet
EXIST.	Existing	SAN.	Sanitary Sewer
EXP.	Expansion	SECT.	Section
F. & I	Furnish and Install	SE	Side Exit
F.B.O.	Furnished by Others	SEWO	Side Exit Walk Out
F.C.	Face of Curb	SHT.	Sheet
F.D.	Floor Drain	SIM.	Similar
F.D.C.	Fire Department Connection	SLNT.	Sealant
F.V.	Field Verify	SPEC.	Specification
FB	Full Basement	SQ.	Square
FBWO	Full Basement Walk Out	STMH	Storm Sewer Manhole
FBLO	Full Basement Look Out	STD.	Standard
FDN.	Foundation	STRUCT.	Structural
FES	Flared End Section	SYM.	Symetrical
FFE	Finished Floor Elevation	T	Thickness
FLR.	Floor	T/R	Top of Rim
FT. OR (')	Foot	T/W	Top of Wall
FUT.	Future	TEMP.	Temporary
G.B.	Grade Break	THK.	Thick / Thickness
G.C.	General Contractor	TNH	Top Nut Hydrant
GAL.	Gallon	TYP.	Typical
GALV.	Galvanized	U.N.O.	Unless Noted Otherwise
GFE	Garage Floor Elevation	V.B.	Vapor Barrier
GL.	Glass	V.C.	Vertical Curve
GR.	Grade	V.I.F.	Verify In Field
H.	Height	VER.	Verify
H.P.	High Point	VERT.	Vertical
HDPEP	High Density Polyethylene Pipe	VEST.	Vestibule
HGT.	Height	W	Width
HORIZ.	Horizontal	W.P.T.	Working Point
HVAC	Heating, Ventilation, Air Conditioning	W.W.F.	Welded Wire Fabric
HYD	Hydrant	W/	With
I.D.	Inside Dimension	W/O	Without
IN. OR (")	Inches	WO	Walk Out
INFO.	Information	WETL.	Wetland
INL.	Inlet Elevation	WP	Waterproof
INSUL.	Insulation	WT.	Weight
INV.	Invert Elevation	YD.	Yard
		YR.	Year

SYMBOLS

EXISTING	DESCRIPTION	NEW	DESCRIPTION
123.4	CONTOUR SPOT ELEVATION	123.4	CONTOUR SPOT ELEVATION
	BUILDING CANOPY / OVERHANG		BUILDING UNDERGROUND STRUCTURE
	CONCRETE		RAILROAD CONCRETE
	CONCRETE CURB		CONCRETE CURB
	EDGE OF PAVEMENT		EDGE OF PAVEMENT
HEIGHT, TYPE	FENCING	HEIGHT, TYPE	FENCING
	GUARD RAIL		GUARD RAIL
	CONCRETE RETAINING WALL		CONCRETE RETAINING WALL
	FIELDSTONE RETAINING WALL		FIELDSTONE RETAINING WALL
	MODULAR RETAINING WALL		MODULAR RETAINING WALL
SB10	SOIL BORING		DOORWAY
	LIGHT POLE		LIGHT STANDARD
	TREES	Ø#P.	POWER POLE
	DENOTES TREE LIMITS	1.0%	SLOPE, DIRECTION OF FLOW
	MANHOLE		BOLLARD
	CATCH BASIN	X"STS	STORM SEWER
	FIRE HYDRANT	X"SAN	SANITARY SEWER-WASTE
	WATER VALVE	X"FM	FORCE MAIN
	FLARED END SECTION	X"RD	ROOF DRAIN COLLECTOR
	IRON MONUMENT FOUND	GATE VALVE X"WTR	WATER MAIN
	IRON PIPE MONUMENT SET	X"FIRE	FIRE LINE (IF SEPARATE)
	P.K. NAIL	X"WTR	FIRE DEPARTMENT CONNECTION
	POWERPOLE	SIZE, TYPE GATE VALVE	DOMESTIC WATER SERVICE
	GUARD POST		CULVERT & END SECTION
	UTILITY BOX (TV, TEL, ELEC)	G	GAS LINE
	TRAFFIC BOX	X"SSD	SOIL SUBDRAIN
	GAS METER	OE	ELECTRIC-OVERHEAD
	TRAFFIC SIGN	UE	ELECTRIC-UNDERGROUND
	GUY WIRE	OT	TELEPHONE-OVERHEAD
R/T	REGISTRAR OF TITLES	UT	TELEPHONE-UNDERGROUND
C/R	COUNTY RECORDER	UTV	UNDERGROUND CABLE/TV
X" STS	STORM SEWER LINE	OTV	UNDERGROUND CABLE/TV
X" SAN	SANITARY SEWER LINE	LSS	LAWN SPRINKLER SLEEVE
X" WTR	WATER MAIN		
G	UNDERGROUND GAS		
OT	OVERHEAD TELEPHONE		
UT	UNDERGROUND TELEPHONE		
UE	UNDERGROUND ELECTRIC		
OE	OVERHEAD ELECTRIC		
UTV	UNDERGROUND CABLE T.V.		
OTV	OVERHEAD CABLE T.V.		
W	WELL		
	RESTRICTED ACCESS		
1	NOTE NUMBER		
	DENOTES BITUMINOUS SURFACE		

EROSION CONTROL SYMBOLS

SYMBOL	DESCRIPTION
	SILT FENCE
	CONSTRUCTION LIMITS
	INLET PROTECTION

DRAWING SYMBOLS

SYMBOL	DESCRIPTION
3	NOTE REFERENCE
15	PARKING STALL COUNT
C7.2 / 1	LARGE SHEET DETAIL
C21	COORDINATE POINT
5	REVISION - ADDENDUM, BULLETIN, ETC.
	REVISED AREA (THIS ISSUE)

ARCHITECT

FRISBIE ARCHITECTS, INC
215 NORTH SECOND STREET
SUITE 204
RIVER FALLS, WI 54022

SHEET INDEX

C001	CIVIL TITLE SHEET
C101	EXISTING CONDITIONS
C201	SITE PLAN
C301	GRADING, DRAINAGE, PAVING & EROSION CONTROL
C401	UTILITIES
E201	SITE LIGHTING
E202	SITE LIGHTING DETAILS
L201	LANDSCAPE

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DEVELOPER

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MUNICIPALITY

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PROJECT

Suite Living
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REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	REVISION	REVIEW
10.5.2010	SITE PLAN SUBMITTAL	

PROJECT MANAGER REVIEW

BY: EWK DATE: 10.5.2010

CERTIFICATION

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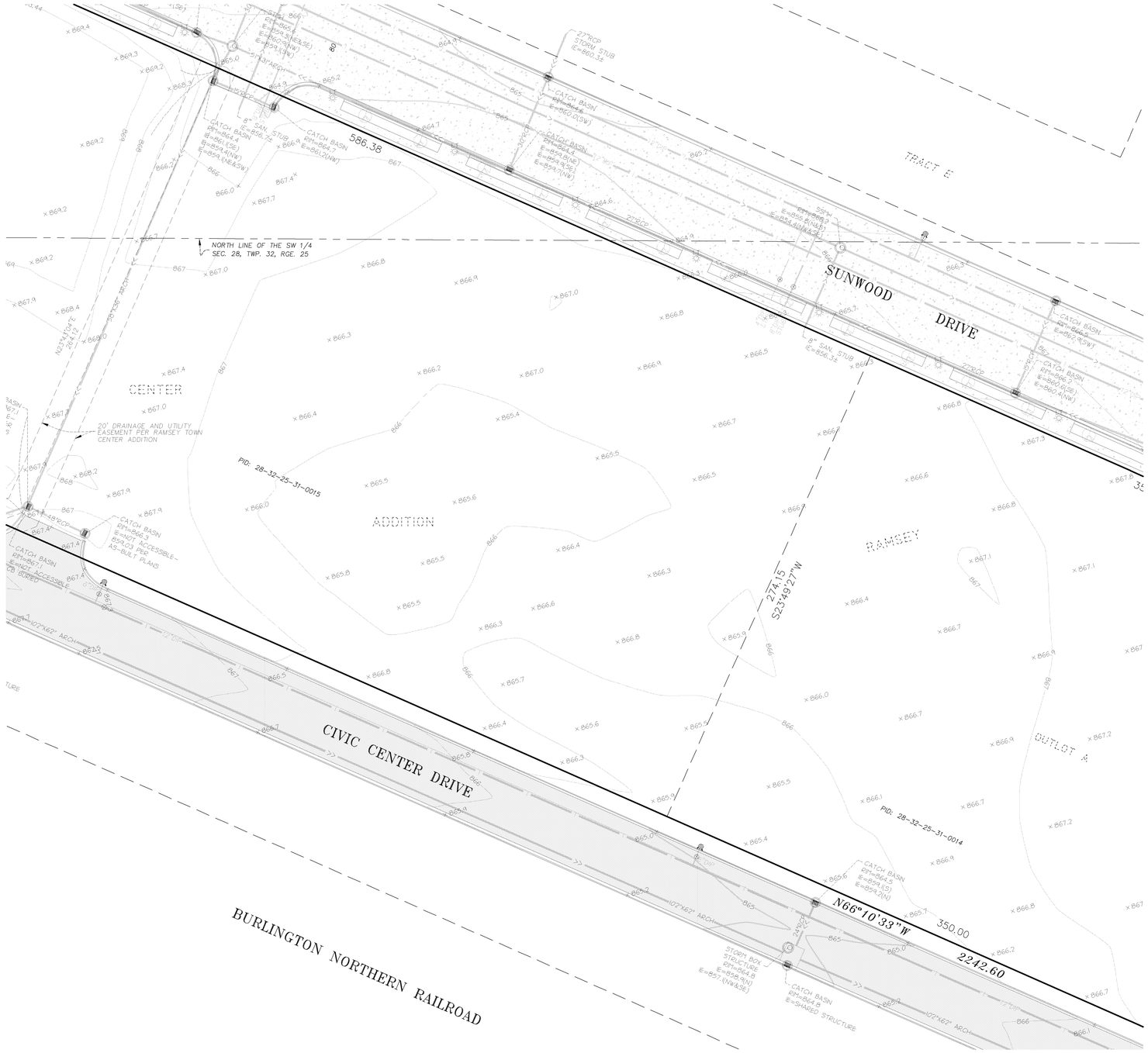
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CIVIL TITLE SHEET

C0.1

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CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	REVISION	REVIEW
10.5.2010	SITE PLAN SUBMITTAL	

PROJECT MANAGER REVIEW

BY:EIK DATE:10.5.2010

CERTIFICATION

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the state of MINNESOTA.

Scott Hansen
Reg. No. 41891 Date:

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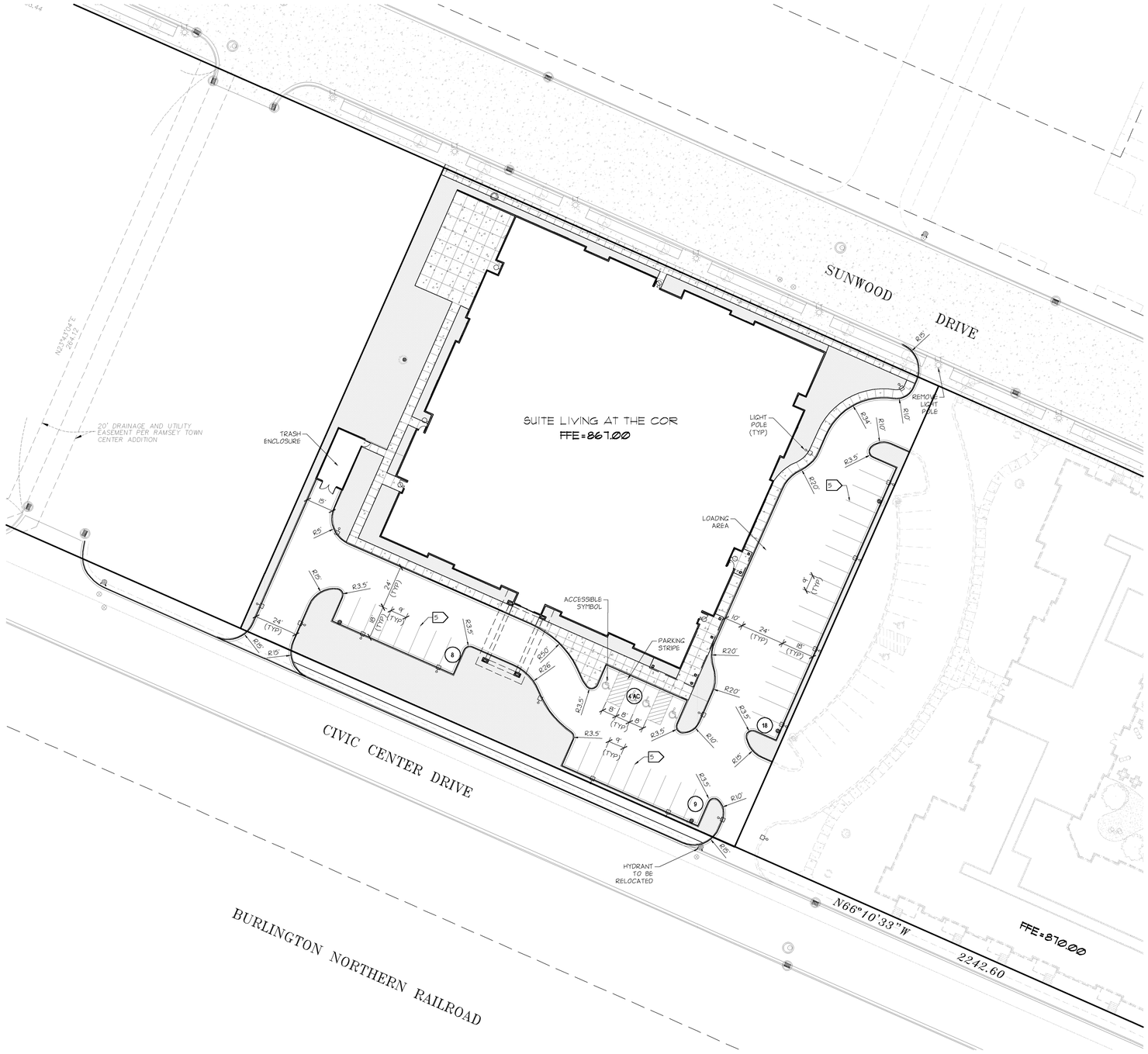
FILE NAME C101TOT005

PROJECT NO. TOT10005

EXISTING CONDITIONS

C1.1

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SITE PLAN NOTES

1. OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WITHIN, OR USE OF, PUBLIC RIGHT-OF-WAY.
2. THE DIGITAL FILE, WHICH CAN BE OBTAINED FROM THE ENGINEER, SHALL BE USED FOR STAKING. DISCREPANCIES BETWEEN THE DRAWINGS AND THE DIGITAL FILE SHALL BE REPORTED TO THE ENGINEER. THE BUILDING FOOTPRINT, AS SHOWN ON THESE DRAWINGS, AND THE DIGITAL FILE, SHALL BE COMPARED TO THE STRUCTURAL DRAWINGS PRIOR TO STAKING.
3. BUILDING LAYOUT ANGLES ARE PARALLEL WITH OR PERPENDICULAR TO THE PROPERTY LINE AT THE LOCATION INDICATED.
4. DIMENSIONS SHOWN ARE TO FACE OF CURB AND EXTERIOR FACE OF BUILDING UNLESS NOTED OTHERWISE.
5. DELINEATE PARKING STALLS WITH A 4-INCH WIDE WHITE/YELLOW PAINTED STRIPE. DELINEATE ACCESS AISLES WITH 4-INCH WIDE WHITE/YELLOW PAINTED STRIPES 18 INCHES ON CENTER AND AT 45 DEGREE ANGLE TO DIRECTION OF TRAVEL.
6. TRASH/RECYCLING AREAS: SEE ARCHITECTURAL DRAWINGS.

GREEN SPACE (LANDSCAPE AREA)

PARKING SUMMARY

PROVIDED PARKING:

STANDARD STALLS	(9'x18')	35 EA.
ACCESSIBLE STALLS	(8'x18')	4 EA.
TOTAL PARKING STALLS PROVIDED:		39 EA.

AREA SUMMARY

EXISTING:

PERVIOUS	80,639	S.F.	100.0%
IMPERVIOUS	0	S.F.	0.0%
TOTAL (1.85 Ac)	80,639	S.F.	100.0%

PROPOSED:

PERVIOUS	15,916	S.F.	19.7%
IMPERVIOUS	64,723	S.F.	80.3%
TOTAL (1.85 Ac)	80,639	S.F.	100.0%

ZONING AND PARKING SUMMARY

THE PROPERTY IS ZONED TC-1

BUILDING SETBACK INFORMATION IS AS FOLLOWS:
FRONT YARD = 0-5' BUILD TO LINE.
REAR = 0 FT.
SIDE = 0 FT.

PARKING SETBACK INFORMATION IS AS FOLLOWS:
FRONT YARD = 0 FT.
SIDE = 0 FT.

BUILDING SUMMARY

TOTAL NUMBER OF UNITS = 86
PROPOSED BUILDING SQUARE FOOTAGE = 31,125 S.F PER LEVEL - TOTAL = 105,375 S.F.
NET DENSITY= 46
TOTAL LOT SIZE = 80,639 S.F.
TOTAL SITE COVERAGE OF BUILDING = 39%
ESTIMATED NUMBER OF EMPLOYEES PER SHIFT = 15 EMPLOYEES

DEVELOPER

TOTI DEVLOPMENT
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MUNICIPALITY

City of RAMSEY

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REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	REVISION	REVIEW
10.5.2010	SITE PLAN SUBMITTAL	

PROJECT MANAGER REVIEW

BY: EJK DATE: 10.5.2010

CERTIFICATION

I hereby certify that this plan 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.

Daniel C. Kaldunski Date: 10/5/10
Reg. No. 44908 Date:

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OCTOBER 5, 2010

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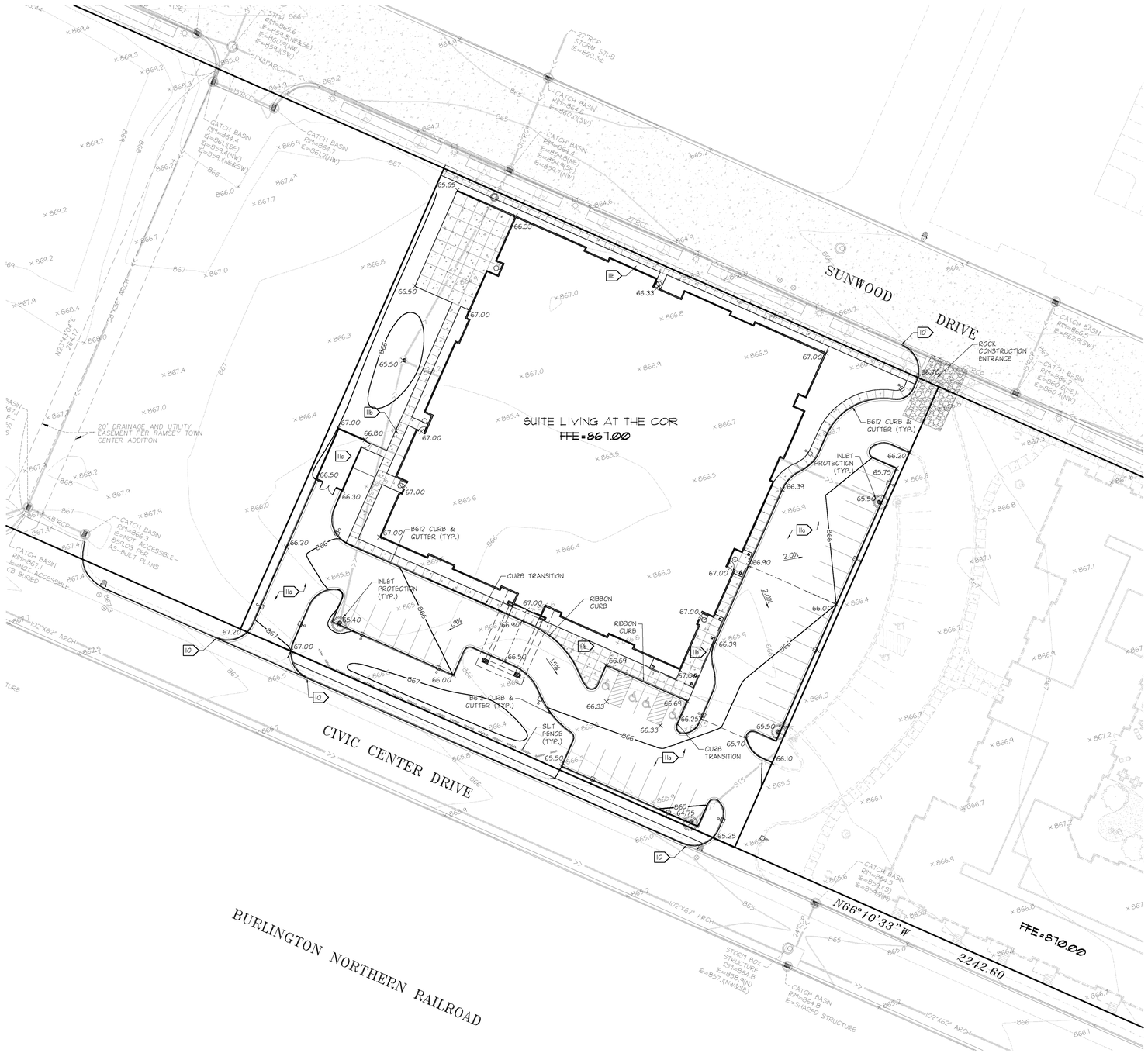
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PROJECT NO. TOT10005

SITE PLAN
C2.1

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GRADING NOTES

1. CONTACT UTILITY SERVICE PROVIDERS FOR FIELD LOCATION OF SERVICES 72 HOURS PRIOR TO BEGINNING GRADING.
2. REFER TO THE PRELIMINARY GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION ON BACKFILL MATERIAL AND GROUNDWATER CONDITIONS.
3. REMOVE TOPSOIL FROM GRADING AREAS AND STOCKPILE SUFFICIENT QUANTITY FOR REUSE. MATERIALS MAY BE MINED FROM LANDSCAPE AREAS FOR USE ON SITE AND REPLACED WITH EXCESS ORGANIC MATERIAL WITH PRIOR OWNER APPROVAL.
4. REMOVE SURFACE AND GROUND WATER FROM EXCAVATIONS. PROVIDE INITIAL LIFTS OF STABLE FOUNDATION MATERIAL IF EXPOSED SOILS ARE WET AND UNSTABLE.
5. REFER TO STRUCTURAL SPECIFICATIONS FOR EARTHWORK REQUIREMENTS FOR BUILDING PADS.
6. AN INDEPENDENT TESTING FIRM SHALL VERIFY THE REMOVAL OF ORGANIC AND UNSUITABLE SOILS, SOIL CORRECTION, AND COMPACTION AND PROVIDE PERIODIC REPORTS TO THE OWNER.
7. PLACE AND COMPACT FILL USING LIFT THICKNESSES MATCHED TO SOIL TYPE AND COMPACTION EQUIPMENT TO OBTAIN SPECIFIED COMPACTION THROUGHOUT THE LIFT.
8. COMPACT MATERIAL IN PAVED AREAS TO 95% OF MAXIMUM DRY DENSITY, STANDARD PROCTOR (ASTM D698) EXCEPT THE TOP 3 FEET WHICH SHALL BE COMPACTED TO 100%. COMPACT TO 90% DENSITY WHERE FILL DEPTH EXCEEDS 10 FEET.

PAVING NOTES

9. SPOT ELEVATIONS AT CURBLINES INDICATE FLOWLINES UNLESS NOTED OTHERWISE. SEE SHEET C4.1 FOR RIM ELEVATIONS OF CATCH BASINS.

10 MEET AND MATCH EXISTING CURB. PROVIDE 3 FOOT TRANSITION.

11 PAVING SECTIONS (PRELIMINARY)

a. BITUMINOUS PAVING (LIGHT DUTY)
   - 1.5-INCH WEAR
   - TACK COAT
   - 1.5-INCH BASE
   - 6-INCH AGGREGATE BASE (MNDOT 3138, CLASS 5)
   - COMPACTED SUBSOIL

b. CONCRETE WALKWAYS
   - 4-INCH CONCRETE WALK
   - 4-INCH AGGREGATE BASE (MNDOT 3138, CLASS 5)
   - COMPACTED SUBSOIL

c. CONCRETE DRIVES, APRONS, AND EXTERIOR SLABS
   - 8-INCH CONCRETE W/#4 REBAR AT 16 INCHES OC
   - 6-INCH AGGREGATE BASE (MNDOT 3138, CLASS 5)

EROSION PREVENTION AND SEDIMENT CONTROL NOTES

12. INSTALL PERIMETER SEDIMENT CONTROLS PRIOR TO BEGINNG WORK AND MAINTAIN FOR DURATION OF CONSTRUCTION. REMOVE CONTROLS AFTER AREAS CONTRIBUTING RUN OFF ARE PERMANENTLY STABILIZED AND DISPOSE OF OFF SITE.
13. LIMIT SOIL DISTURBANCE TO THE GRADING LIMITS SHOWN. SCHEDULE OPERATIONS TO MINIMIZE LENGTH OF EXPOSURE OF DISTURBED AREAS.
14. MANAGEMENT PRACTICES SHOWN ARE THE MINIMUM REQUIREMENT. INSTALL AND MAINTAIN ADDITIONAL CONTROLS AS WORK PROCEEDS TO PREVENT EROSION AND CONTROL SEDIMENT CARRIED BY WIND OR WATER.
15. EXCAVATE PONDS EARLY IN THE CONSTRUCTION SEQUENCE. REMOVE SEDIMENT FROM PONDS PERIODICALLY AND AFTER AREAS CONTRIBUTING RUN OFF ARE PERMANENTLY STABILIZED.
16. RESTORE DISTURBED OPEN AREAS WITH TEMPORARY SEED OR SOD WITHIN 72 HOURS OF COMPLETING GRADING IN EACH AREA.
17. SEED, SOD, MULCH AND FERTILIZER SHALL MEET THE FOLLOWING SPECIFICATIONS, AS MODIFIED:

ITEM	SPECIFICATION NUMBER
SOD	MNDOT 3878
SEED	MNDOT 3876
TYPE 50 @ 40 LB/AC TYPE 110A @ 60 LB/AC	
MULCH (TYPE 1, DISC ANCHORED)	MNDOT 3882
FERTILIZER	MNDOT 3881
GENERAL PLACEMENT	MNDOT 2575

18. SEE LANDSCAPING SHEETS FOR PERMANENT TURF ESTABLISHMENT.
19. SCRAPE ADJACENT STREETS CLEAN DAILY AND SWEEP CLEAN WEEKLY.

NPDES AREA SUMMARY

	EXISTING	PROPOSED	ULTIMATE
PERVIOUS	1.85 ACRES	0.40 ACRES	0.40 ACRES
IMPERVIOUS	0 ACRES	1.45 ACRES	1.45 ACRES
TOTAL	1.85 ACRES	1.85 ACRES	1.85 ACRES

LEGEND

:CONSTRUCTION LIMITS WITHIN PROPERTY LINE UNLESS NOTED OTHERWISE.

:INLET PROTECTION (REFER TO SHEET C7.1)

:SILT FENCE

DEVELOPER

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TEL (651)407-7009

MUNICIPALITY

City of RAMSEY

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E2.2	SITE LIGHTING DETAILS
L2.1	LANDSCAPE

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DATE	REVISION	REVIEW
10.5.2010	SITE PLAN SUBMITTAL	

PROJECT MANAGER REVIEW

BY EWK DATE 10.5.2010

CERTIFICATION

I hereby certify that this plan 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.

NOT FOR CONSTRUCTION

Daniel C. Kloss
Key Identification Number DATE

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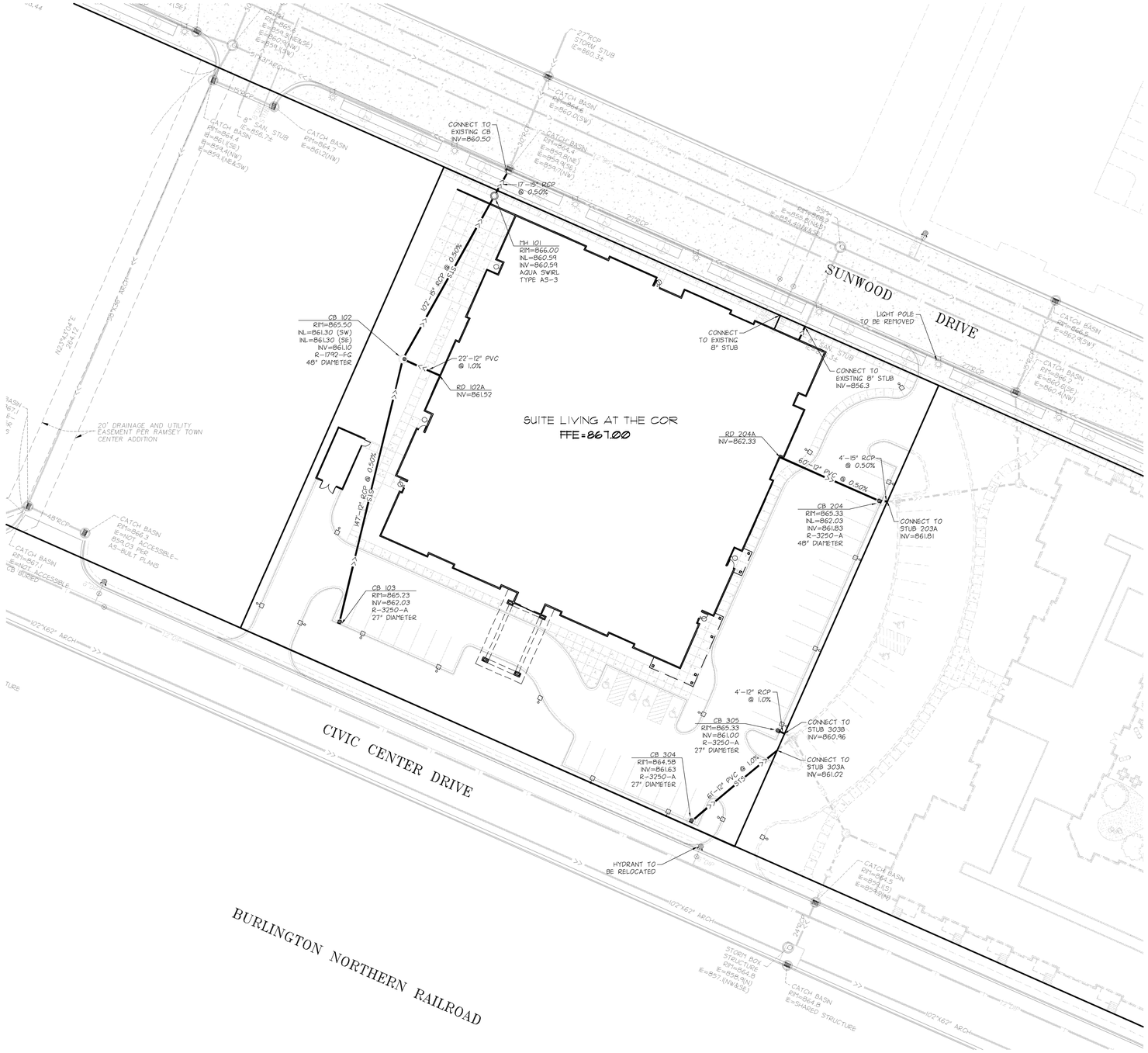
GRADING, DRAINAGE, PAVING, & EROSION CONTROL
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UTILITY NOTES

1. PIPE MATERIALS
   - WATERMAIN: DIP CLASS 52
   - WATER SERVICE: TYPE K COPPER
   - SANITARY SEWER: PVC SDR 35
   - STORM SEWER: PVC SCHEDULE 40
   - RCP CLASS 5
2. CONTACT UTILITY SERVICE PROVIDERS FOR FIELD LOCATION OF SERVICES 72 HOURS PRIOR TO BEGINNING.
3. COORDINATE WITH PRIVATE UTILITIES TO PROVIDE ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICES TO BUILDING.
4. PROVIDE MEANS AND MEASURES TO PROTECT ADJACENT PROPERTY FROM DAMAGE DURING UTILITY INSTALLATION.
5. PIPE LENGTHS SHOWN ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE OR END OF END SECTION.
6. ADJUST STRUCTURES TO FINAL GRADE WHERE DISTURBED. COMPLY WITH REQUIREMENTS OF UTILITY. MEET REQUIREMENTS FOR TRAFFIC LOADING IN PAVED AREAS.
7. INSTALL TRACER WIRE WITH UTILITIES WITHIN THE PUBLIC RIGHT-OF-WAY OR EASEMENTS.
8. CONNECT TO CITY UTILITIES IN ACCORDANCE WITH CITY OF RAMSEY STANDARDS.
9. CONTACT CITY OF RAMSEY FOR WET TAP INSPECTION.
10. MAINTAIN 7.5 FEET OF COVER ON WATER.
11. DEFLECT WATER TO MAINTAIN 18-INCH MINIMUM OUTSIDE SEPARATION AT SEWER CROSSINGS. CENTER PIPE LENGTHS TO PROVIDE GREATEST SEPARATION BETWEEN JOINTS.
12. CONTACT CITY OF RAMSEY BUILDING DEPARTMENT FOR FLUSHING AND PRESSURE TEST INSPECTIONS.
13. PROVIDE 4-INCH RIGID FOAM INSULATION ON SANITARY SEWER LESS THAN 7 FEET DEEP.
14. BRING WATER AND SEWER SERVICES INTO BUILDING PER MECHANICAL DRAWINGS. JOIN AND ROUTE BUILDING STORM DRAINS AND CONNECT TO STORM SEWER MANHOLE.
15. CONNECT TO DOWNSPOUT WITH TRANSITION TO 6-INCH PVC AND ROUTE TO STORM SEWER.
16. INSTALL IRRIGATION SLEEVES FURNISHED BY IRRIGATION CONTRACTOR.
17. THE PRIMARY ELECTRIC FEED, TRANSFORMER, AND METER ARE PROVIDED AND INSTALLED BY CONNEXUS ENERGY. THE TRANSFORMER PAD DESIGN IS PROVIDED BY THE UTILITY AND CONSTRUCTION IS BY THE CONTRACTOR. CONTACT UTILITY FOR PAD DETAIL. THE SECONDARY ELECTRIC AND CONDUITS SHALL BE INSTALLED BY THE ELECTRICAL CONTRACTOR.
18. SEE ELECTRICAL SITE PLAN FOR ADDITIONAL INFORMATION.
19. CENTER POINT ENERGY WILL FURNISH AND INSTALL GAS SERVICE PIPING FROM THE MAINLINE TO THE METER. GAS SERVICE FROM THE METER SHALL BE INSTALLED BY THE MECHANICAL CONTRACTOR.
20. COORDINATE WITH MECHANICAL AND ELECTRICAL DRAWINGS FOR LOCATIONS OF SERVICE CONNECTIONS AND CONTINUATION OF SERVICES WITHIN BUILDING.
21. PROVIDE ONE 4-INCH PVC CONDUIT WITH PULL-STRING FROM EXISTING TELEPHONE SERVICE TO BUILDING.
22. PROVIDE CONDUITS FOR CABLE TELEVISION AND OTHER ELECTRONIC COMMUNICATION.

Know what's Below. Call before you dig.

NORTH

0 30 60

DEVELOPER

TOTI DEVLOPMENT
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MUNICIPALITY

City of RAMSEY

PROJECT

SuiteLiving
Specialty Senior Services

SHEET INDEX

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C0.1	CIVIL TITLE SHEET
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C2.1	SITE PLAN
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C4.1	UTILITIES
E2.1	SITE LIGHTING
E2.2	SITE LIGHTING DETAILS
L2.1	LANDSCAPE

REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	REVISION	REVIEW
10.5.2010	SITE PLAN SUBMITTAL	

PROJECT MANAGER REVIEW

BY: EWK DATE: 10.5.2010

CERTIFICATION

I hereby certify that this plan 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.

Name: Eric W. Kvam
Reg. No. 47660 Date: 10/5/10

Signature shown is a digital reproduction of original. Wet signed copy of this plan on file at Landform Engineering. For any officials and available upon request.

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SITE PLAN SUBMITTAL
OCTOBER 5, 2010

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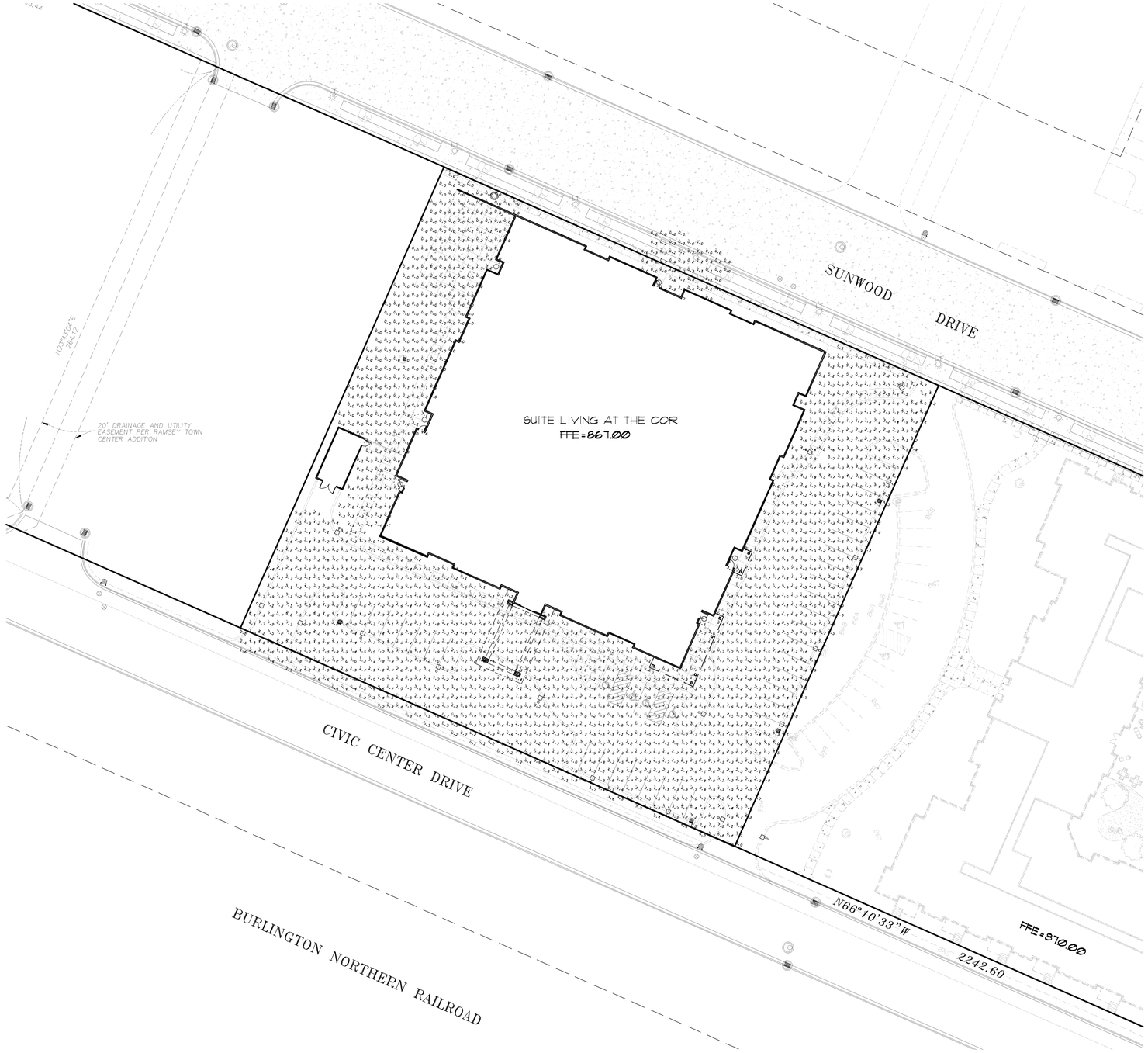
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Minneapolis, MN 55401

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Fax: 612-252-9077
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FILE NAME C401TOT0005
PROJECT NO. TOT10005

UTILITIES
C4.1

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SHEET INDEX

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E2.2	SITE LIGHTING DETAILS
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REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	REVISION	REVIEW
10.5.2010	SITE PLAN SUBMITTAL	

PROJECT MANAGER REVIEW

BY: EVK DATE: 10.5.2010

CERTIFICATION

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SITE PLAN SUBMITTAL
OCTOBER 5, 2010

LANDFORM
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105 South Fifth Avenue
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Minneapolis, MN 55401

Tel: 612-252-9070
Fax: 612-252-9077
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FILE NAME E201TOT005

PROJECT NO. TOT10005

SITE LIGHTING PLAN

E2.1

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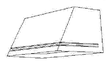
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Job: **COR - Ramsey**
Type: N
Notes:

110 Line

Page 1 of 3 — 111 Mini Sconce

The 110 Line combines high output and full cutoff performance with design and construction worthy of landmark architecture. The 111 Mini Sconce mirrors the renowned Gardco 100 Line, with classic styling, intelligent engineering and integrity of construction. This compact luminaire provides full cutoff performance without the high angle brightness associated with refractor type products, making them an attractive choice for controlled illumination at points of entry. Add to this seamless material transitions, flawless finishes and engineering considerate of installation, service and long term operation and one immediately appreciates that size need not compromise quality. 111 luminaires installed in the normal downlight position, with a flat glass lens, provide full cutoff performance.



PREFIX	DISTRIBUTION	WATTAGE	VOLTAGE	FINISH	OPTIONS
111	MT	42TRF	120	NP	

Enter the order code into the appropriate box above. Note: Gardco reserves the right to refuse a configuration. Not all combinations and configurations are valid. Refer to notes below for exclusions and limitations. For questions or concerns, please consult the factory.

PREFIX

111	Trapezoidal Wedge (Standard Luminaire)
111EM	Emergency Sconce
111EMC	Emergency Sconce, Cold Temperature
111EMR	Remote Emergency Sconce

Refer to configuration chart below for available combinations.

DISTRIBUTION

FT	Forward Throw *16 MH and CMH, types only.*
WT	Wide Throw *16 MH and CMH, types only.*
MT	Medium Throw *Fluorescent and 8,17 HID lamps only.*

WATTAGE AND VOLTAGE

LAMP / VOLTAGE CHART - 111

	FT / WT DISTRIBUTION Voltage					
T4 Lamps	120	208	240	277	347	480
T4 Lamp Ballast by Gardco						
T39MH	•	-	-	•		
T70MH	•	-	-	•	•	
T39CMHE[1]	UNIV					
T70CMHE[1]	UNIV					

MH - Metal Halide
CMHE - Ceramic Metal Halide with Electronic Ballast
HPS - High Pressure Sodium
T4 - Single-Ended Tubular
FT - Forward Throw
WT - Wide Throw
MT - Medium Throw

LAMP / VOLTAGE CHART - 111

	MT DISTRIBUTION Voltage					
*E17, E26 MED**	120	208	240	277	347	480
50MH	•			•		
70MH	•	-	-	•	•	
35HPS	•			•		
50HPS	•			•		
70HPS	•	-	-	•	•	
Fluorescent						
26QF	UNIV				•	
32TRF	UNIV				•	
42TRF	UNIV				•	
Incandescent						
INC	•					

Combinations marked with a dot, shown with "UNIV" or "200-277" are available for ordering.

CONFIGURATION CHART - 111EM, 111EMC, OR 111EMR

	Distribution			Voltage					
Fluorescent	FT	WT	MT	120	208	240	277	347	480
26QF			•	•			•		
32TRF			•	•			•		
42TRF[2]			•	•			•		

1. *Fluorescent and CMH fluorescent fixture electronic ballasts that accept 120V through 277V, 50hz to 60hz, input. Specify "UNIV" voltage for 120V through 277V.*
2. *Not available in 111GM or 111DMC.*

* *MH, CMH, and HPS types require medium based E17 lamps. All MH and CMH, types shown are pulse start by design.*

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PHILIPS GARDCO

110 Line

Page 2 of 3 — 111 Mini Sconce

FINISH

BRP	Bronze Paint
BLP	Black Paint
WP	White Paint
NP	Natural Aluminum Paint
BGP	Beige Paint
OC	Optional Color Paint *Specify Optional Color or RAL or OC-LGP or OC-RAL7024.*
SC	Special Paint *Specify. Must supply color chip.*

OPTIONS

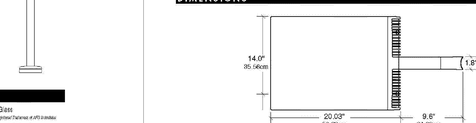
F[3]	Fusing
PCB[4]	Button Type Photocontrol
SL	Solite® Diffusing Lens
UT	5° Uplit
WLU[5]	Wet Location Door for Inverted Mount
WG[6]	Wire Guard
WS[7]	Wall Mounted Box for Surface Conduit

EMR LUMINAIRES ONLY[8]

B84CG	Bodine Remote Emergency Pack

3. 120V through 277V only. Not available in Incandescent.
4. Not available with 111MA.
5. Not Available with WG option.
6. Not Available with WLU option.
7. Base entry permitted.
8. Emergency Battery Packs for EMR types MUST be ordered with luminaires and supplied by Gardco.

DIMENSIONS



Note: Mounting plate center is located in the center of the luminaire width and 2.38" (6.03cm) above the luminaire bottom (lens down position). Splices must be made in the J-box (by others). Mounting plate must be secured by max. 5/16" (.79cm) diameter bolts (by others) structurally to the wall.

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PHILIPS GARDCO

100 Line

Page 3 of 3 — 111 Mini Sconce

SPECIFICATIONS

GENERAL: Each Gardco 111 luminaire is a wall mounted cutoff luminaire for high intensity discharge, compact fluorescent or incandescent lamps. Internal components are totally enclosed in a rain-tight, dust-tight and corrosion resistant housing. The housing, back plate and door frame are die cast aluminum. A choice of three (3) optical systems is available. Luminaires are suitable for wet locations (damp locations if inverted).

HOUSING: Single-piece soft trapezoidal housings are die cast aluminum. A memory retentive gasket seals the housing with the door-frame to exclude moisture, dust, insects and pollutants from the optical system. A black, die cast ribbed backplate dissipates heat for longer lamp and ballast life.

DOOR FRAME: A single-piece die cast aluminum door frame integrates to the housing form. The door frame is hinged closed and secured to the housing with two (2) captive stainless steel fasteners. The heat and impact resistant 1/8" (.32cm) tempered glass lens and one-piece gasket are mechanically secured to the door frame.

OPTICAL SYSTEMS: Reflectors are composed of specular extruded and faceted components, electropolished, anodized and sealed. Reflector segments are set in arc tube image duplicating patterns to achieve the wide throw, forward throw or medium throw distributions.

ELECTRICAL:

STANDARD LUMINAIRES: Each high power factor HID core and coil or electronic ballast is capable of providing reliable lamp starting down to -20°F/-29°C. Component-to-component wiring within the luminaire will carry no more than 80% of rated current and is listed by UL for use at 600 VAC at 302°F/150°C or higher. Plug disconnects are listed by UL for use at 600 VAC, 15A or higher.

Standard fluorescent units have a starting temperature of 0°F/-18°C. Standard fluorescent ballasts are high power factor electronic solid state.

EM AND EMC LUMINAIRES: In the event of power interruption, integral battery pack will power (1) 32W or (1) 26W compact fluorescent lamp at reduced light levels for a minimum of 90 minutes. Maintenance free battery is rated for ambient temperatures down to 32°F/0°C (EM) or -4°F/-20°C (EMC). Indicator light is visible through the lens. A test switch is accessible through the door assembly. EM and EMC units do not bear CUL label.

EMR LUMINAIRES: A 7.5/12.29m., 12 wire, quick disconnect assembly is provided for wiring through conduit (by others) to a Bodine B84CG fluorescent emergency battery pack. The fluorescent emergency battery pack MUST be supplied by Gardco. The B84CG option is required to be on the order to the factory in the event of power interruption, the B84CG remote battery pack will power (1) 42W, (1) 32W or (1) 26W compact fluorescent lamp at at reduced light levels for a minimum of 90 minutes.

Maintenance free battery is rated for ambient temperatures down to 32°F/0°C. Minimum luminaire starting temperature is 0°F/-18°C. Indicator light is visible through the lens. A test switch is accessible through the door assembly. NOTE: B84CG does not bear CUL label.

LAMPHOLDER: Pulse rated medium base sockets are glazed porcelain with nickel plated screw shell. T6 lamps use a G12 base, pulse rated porcelain sockets. Fluorescent sockets are high temperature PBT with brass contacts.

FINISH: Each standard color luminaire receives a fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) textured polyester powdercoat finish. Standard colors include bronze (BRP), black (BLP), white (WP), natural aluminum (NP) and beige (BGP). Consult factory for specs on custom colors.

LABELS: All luminaires bear either UL or CUL (where applicable) Wet Location labels. Lens down application is Wet Location and lens up is Damp Location, except when using the optional inverted Wet Location components.

WARRANTY: Gardco luminaires feature a 5 year limited warranty. See Warranty Information on www.sitelighting.com for complete details and exclusions. Polycarbonate lenses carry a 1 year warranty only.

FULL CUTOFF PERFORMANCE: Full cutoff performance means a luminaire distribution where zero candela intensity occurs at an angle at or above 90° above nadir. Additionally, the candela per 1000 lamp lumens does not numerically exceed 100 (10 percent) at a vertical angle of 80° above nadir. This applies to all lateral angles around the luminaire.

CUTOFF PERFORMANCE: Cutoff performance means a luminaire distribution where the candela per 1000 lamp lumens does not numerically exceed 25 (2.5 percent) at an angle at or above 90° above nadir, and 100 (10 percent) at a vertical angle of 80° above nadir. This applies to all lateral angles around the luminaire.

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79115-970810

PHILIPS GARDCO

Notes: Mounted on 14' round poles with 12" arms.

Job: **COR - Ramsey**
Type: P

THE GASKINS SERIES

GS01A SQUARE LUMINAIRE FOR MOUNTING TO STANDARD ROUND OR SQUARE POLES

GENERAL DESCRIPTION: The Gaskins Series is a variety of pedestrian scale luminaires for area illumination. The GS01A is an arm-mounted version of the GS01 model of The Gaskins Series for use with a standard style round of square pole with a minimum 3" diameter.

CUTOFF PERFORMANCE: GS01A luminaires provide full cutoff performance.

ORDERING

PREFIX	CONFIGURATION	DISTRIBUTION	WATTAGE	VOLTAGE	FINISH	OPTIONS
GS01A	1	4XL	150MH	120	NP	

Enter the order code into the appropriate box above. Note: Gardco reserves the right to refuse a configuration. Not all combinations and configurations are valid. Refer to notes below for exclusions and limitations. For questions or concerns, please consult the factory.

PREFIX

GS01A

CONFIGURATION

1	Single Pole Mount
2	Twin Pole Mount at 180°
2@90	Twin Pole Mount at 90°
3	3-way Pole Mount at at 90°
3@120	3-way Pole Mount at 120°
4	4-way Pole Mount at 90°



DISTRIBUTION

HID		*Fluorescent*	
2XL	Type II	**MTS**	Medium Throw with Solite Lens *Only available with (2)60CF and (2)42TRF.*
3XL	Type III	**MWD**	Marker Optic with White Diffuse Glass *Only available with C40TS.*
4XL	Type IV Forward Throw		

WATTAGE

35HPS	**50MH**
50HPS	**70MH**
70HPS	**100MH**
100HPS	**150MH**
150HPS	

MH - Metal Halide
HPS - High Pressure Sodium

(2)60CF (2) 60w Compact Fluorescent
Only available with MTS Distribution, UNIV voltage.

(3)42TRF[1] (2) 42w Triple Tube Compact Fluorescent
Only available with MTS Distribution, UNIV or 347V.

C40TS[1] 40w Circular TS Fluorescent
Only available with MWD Distribution, UNIV voltage.

1. Fluorescent ballasts supplied accept 120V through 277V, 50hz to 60hz input. Specify "120" for 120V through 277V. 347V, where available, must be specified separately.

VOLTAGE

120	**UNIV**[1]
208	
240	
277	
347	
480	

1. Fluorescent ballasts supplied accept 120V through 277V, 50hz to 60hz input. Specify "UNIV" for 120V through 277V, 347V, where available, must be specified separately.

PAINTED FINISH

BRP	Bronze	**LSP**	Light Sandstone
BLP	Black	**DSP**	Dark Sandstone
WP	White	**RBP**	Red Brick
NP	Natural Aluminum	**LGP**	Light Granite
BGP	Beige	**DGP**	Dark Granite
OC	Optional Color Paint *Specify RAL designation ex: OC-RAL7024.*		
SC	Special Color Paint *Specify. Must supply color chip.*		

OPTIONS

SG	Solite® Glass *Diffuse Sandblasted Tempered Soda Lime Glass*
TWG	Translucent White Glass
PCB	Button Type Photocontrol
QS	Quartz Standby DC Bayonet Socket
QST	Quartz Standby, Timed Delay DC Bayonet Socket

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PHILIPS GARDCO

THE GASKINS SERIES

GS01A SQUARE LUMINAIRE FOR MOUNTING TO STANDARD ROUND OR SQUARE POLES

SPECIFICATIONS

GENERAL DESCRIPTION: The Gaskins Series is a variety of pedestrian scale luminaires for area illumination. The GS01A is an arm-mounted version of the GS01 model of The Gaskins Series for use with a standard style round or square pole with a minimum 3" (7.62cm) diameter.

HOUSING/LENS ASSEMBLY: The housing is one-piece die cast aluminum. A tempered flat glass lens assembly is mechanically retained and hinged within the housing. The hinge is die cast aluminum. A one-piece molded silicone gasket seals the lens assembly to the housing to provent intrusion by moisture, dust and insects. A decorative die cast ribbed element is attached to the back of the housing. This decorative element acts as an attachment point between the luminaire and the mounting arm. The mounting arm consists of two aluminum extrusions and a die cast pole adapter. 3/8" (.95cm) tie rods run through an integral channel within the extrusions for maintaining housing to pole alignment. Luminaires are pre-wired and suitable for installation without accessing housing.

HID SOURCE OPTICAL SYSTEMS: The segmented optical systems are manufactured from homogenous sheet aluminum, which has been electrochemically brightened, anodized and sealed. The multifaceted arc image duplicating systems are designed to produce IES Types II (2XL), III (3XL), and IV (4XL). The reflector facets form a conical fan around the arc tube with each facet positioned to be precisely tangent to the top of the arc tube.

The lampholder is glazed porcelain with a nickel plated screw shell.

FLUORESCENT SOURCE OPTICAL SYSTEMS: Fluorescent luminaires use either a medium throw reflector with a Solite® glass lens or a marker reflector with a translucent white glass lens.

ELECTRICAL: Each HID high power factor ballast is the separate component type, capable of providing reliable lamp starting down to -20°F/-29C. Component to component wiring within the luminaire will carry no more than 80 percent of rated current and is listed by U.L. for use at 600 VAC at 150°C/302°F or higher. Plug disconnects are listed by U.L. for use at 600 VAC, 15 Amp or higher.

Fluorescent units have a starting temperature of 0°F/-18°C.) Fluorescent ballasts are solid state.

FINISH: Each standard color luminaire receives a fade and abrasion resistant electrostatically applied thermally cured triglycidal isocynurate (TGIC) textured semi-gloss polyester powdercoat finish. Standard colors include Bronze (BRP), Black (BLP), White (WP), Natural Aluminum (NP), Beige (BGP), Light Sandstone (LSP), Dark Sandstone (DSP), Red Brick (RBP), Light Granite (LGP) and Dark Granite (DGP). Consult factory for specifications on custom colors.

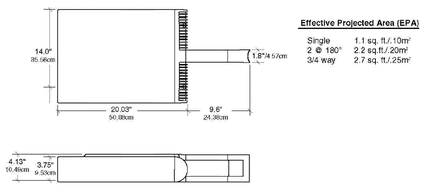
LABELS: All luminaires bear U.L. or C.U.L. (where applicable) Wet Location labels.

WARRANTY: Gardco luminaires feature a 5 year limited warranty. See Warranty Information on www.sitelighting.com for complete details and exclusions. Polycarbonate lenses carry a 1 year warranty only.

FULL CUTOFF PERFORMANCE: Full cutoff performance means a luminaire distribution where zero candela intensity occurs at an angle of 90° (horizontal). Additionally, the candela per 1000 lamp lumens does not numerically exceed 100 (10 percent) at a vertical angle of 80° above nadir. This applies to all lateral angles around the luminaire.

CUTOFF PERFORMANCE: Cutoff performance means a luminaire distribution where the candela per 1000 lamp lumens does not numerically exceed 25 (2.5 percent) at an angle at or above 90° above nadir, and 100 (10 percent) at a vertical angle of 80° above nadir. This applies to all lateral angles around the luminaire.

DIMENSIONS



Effective Projected Area (EPA)

Single	1.1 sq. ft./.10m²
2 @ 180°	2.2 sq.ft./.20m²
3/4 way	2.7 sq. ft./.25m²

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REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	REVISION	REVIEW
10.5.2010	SITE PLAN SUBMITTAL	

PROJECT MANAGER REVIEW

BY EHK DATE 10.5.2010

CERTIFICATION

NOT FOR CONSTRUCTION

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SITE PLAN SUBMITTAL
OCTOBER 5, 2010

LANDFORM
From Site to Finish

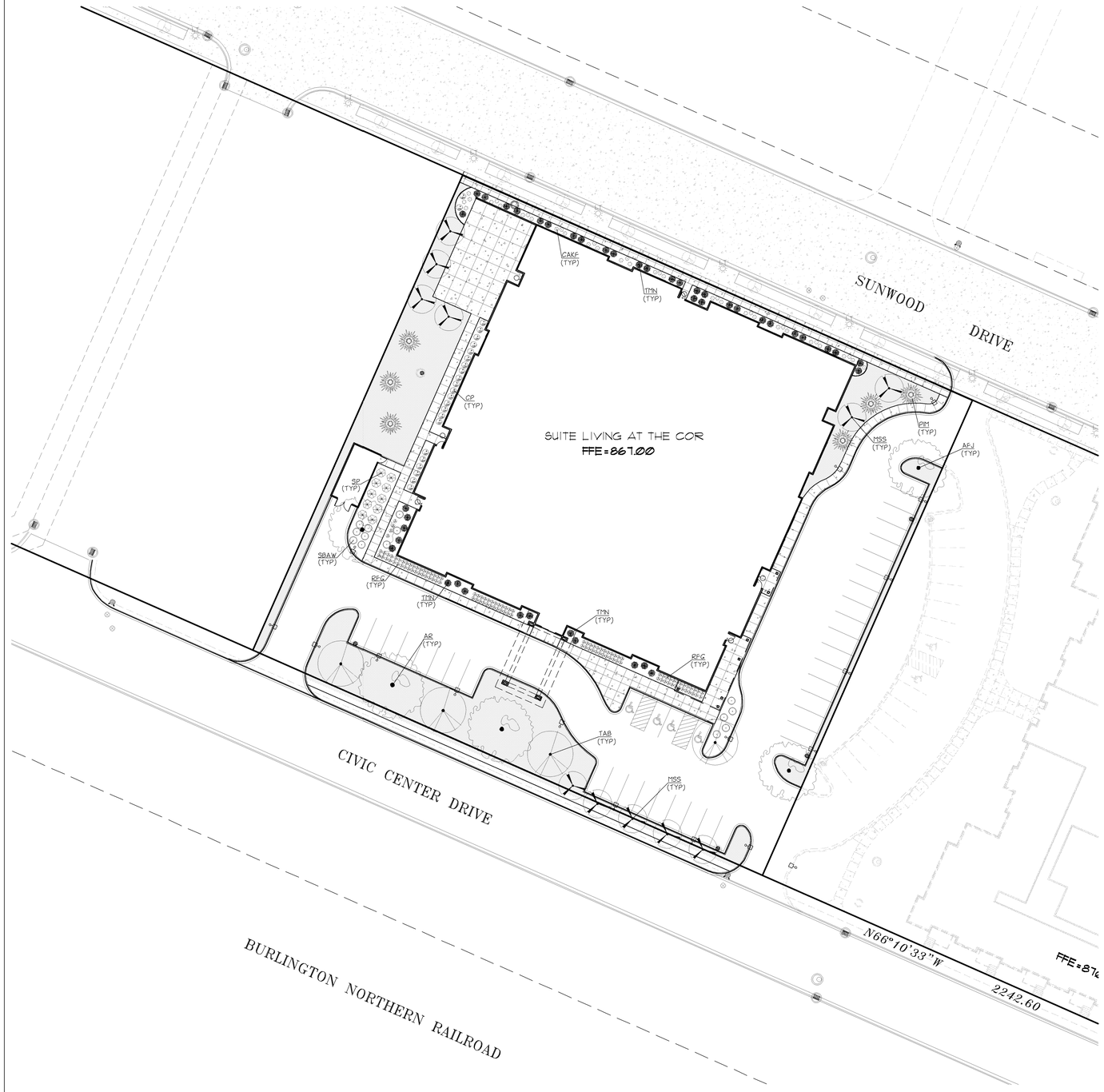
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Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net

FILE NAME E202TOT005
PROJECT NO. TOT10005

SITE LIGHTING DETAILS

E2.2

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PLANTING SCHEDULE						
Count	Name	KEY	COMMON NAME	SCIENTIFIC NAME	MATURE SIZE	PLANTING SIZE
44	CONIFEROUS SHRUBS	TMN	NIGRA YEW	TAXUS X MEDIA 'NIGRA'	5'H x 5'W	5 GAL
6	CONIFEROUS TREES	PIM	BLACK SPRUCE	PICEA MARIANA	70'H x 30'W	6' HT
24	DECIDUOUS SHRUBS	CP	DWARF RED TIPPED DOGWOOD	CORNUS PUMILA	3'H x 4'W	5 GAL
14	DECIDUOUS SHRUBS	SBAW	ANTHONY WATERER SPIREA	SPIRAEA X BUMALDA 'ANTHONY WATERER'	3'H x 5'W	5 GAL
10	DECIDUOUS SHRUBS	SP	MISS KIM LILAC	SYRINGA PATULA	7'H x 6'W	5 GAL
2	DECIDUOUS TREES	AFJ	AUTUMN BLAZE MAPLE	ACER x FREEMANII 'JEFFERSRED'	50'H x 40'W	2" CAL
11	DECIDUOUS TREES	MSS	SPRING SNOW CRABAPPLE	MALUS 'SPRING SNOW'	20'H x 15'W	2" CAL
4	DECIDUOUS TREES	TAB	BOULEVARD LINDEN	TILIA AMERICANA 'BOULEVARD'	60'H x 30'W	2" CAL
3	DECIDUOUS TREES	AR	RED MAPLE	ACER RUBRUM	50'H x 45'W	2" CAL
38	GRASSES	CAKF	FEATHER REED GRASS	CALAMAGROSTIS ACUTIFOLIA 'CARL FOERSTER'	5'H x 2'W	1 GAL
114	PERENNIALS	RFG	BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTRUM'	30'H x 22'W	1 GAL

TURF

LANDSCAPE NOTES

1. CONTACT UTILITY SERVICE PROVIDERS FOR FIELD LOCATION OF SERVICES 72 HOURS PRIOR TO BEGINNING.
2. COORDINATE INSTALLATION WITH CONTRACTORS PERFORMING RELATED WORK.
2. SEED MIXTURE (SPECIFY NATIVE SEED MIX) AS DEFINED IN CURRENT MNDOT SEEDING MANUAL. NATIVE SEEDS SHALL BE OF MINNESOTA (OR AS SPECIFIED) ORIGIN AND CERTIFIED BY THE MINNESOTA CROP IMPROVEMENT ASSOCIATION (MCIA). PROVIDE VERIFYING DOCUMENTATION TO THE OWNER 30 DAYS MINIMUM PRIOR TO INSTALLATION.
3. PLANT MATERIAL SHALL CONFORM TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND BE OF HARDY STOCK, FREE FROM DISEASE, INFESTATION, DAMAGE, AND DISFIGURATION. FOR DISCREPANCY BETWEEN THE NUMBER OF PLANTS ON THE SCHEDULE AND THE NUMBER SHOWN ON THE DRAWING, THE DRAWING SHALL GOVERN.
4. PLANTING SOIL SHALL CONSIST OF 4 PARTS TOPSOIL TO 1 PART PEAT HUMUS, WITH 3 POUNDS OF COMMERCIAL FERTILIZER ADDED PER CUBIC YARD.
5. SPREAD A MINIMUM OF 4 INCHES OF TOPSOIL AND SEED/SOD ALL TURF AREAS DISTURBED BY CONSTRUCTION.
6. FOLLOW MNDOT SEEDING MANUAL FOR PLANTING INSTRUCTIONS FOR ESTABLISHMENT OF NATIVE SEED AND PROVIDE COORDINATION FOR REQUIRED EROSION PREVENTION AND SEDIMENT CONTROL.
7. EDGE SHRUB BEDS WITH 6-INCH BLACK VINYL EDGING (BLACK DIAMOND OR APPROVED EQUAL).
8. PLACE PLANTS ACCORDING TO LAYOUT WITH PROPER NOMINAL SPACING.
9. SEE DETAILS FOR DEPTH OF PLANTING SOIL.
10. INSTALL 4 INCH DEPTH OF SHREDDED HARDWOOD BARK MULCH IN SHRUB BED AREAS.
11. INSTALL 2 TO 3 INCH DEPTH OF SHREDDED HARDWOOD BARK MULCH IN PERENNIAL BED AREAS
12. INSTALL A 4-FOOT DIAMETER SHREDDED HARDWOOD BARK MULCH DISH AROUND TREES NOT PLACED WITHIN A SHRUB OR PERENNIAL PLANTING BED. VINYL EDGING IS NOT REQUIRED, UNLESS NOTED OTHERWISE.
13. IRRIGATION SYSTEM MUST HAVE AN APPROVED BACK FLOW DEVICE INSTALLED IN THE IRRIGATION ENCLOSURE. ALL NEW SYSTEMS MUST INSTALL A RAIN SENOR DEVICE TO STOP IRRIGATION DURING RAIN EVENTS.

Know what's **Below.** **Call** before you dig.

NORTH

0 30 60

© LANDFORM 2010

DEVELOPER

TOTI DEVLOPMENT
1245 GUN CLUB RD
WHITE BEAR LAKE, MN 55110
TEL (651)407-7009

MUNICIPALITY

City of RAMSEY

PROJECT

Suite Living
Specialty Senior Services

SHEET INDEX

SHEET	TITLE
C0.1	CIVIL TITLE SHEET
C1.1	EXISTING CONDITIONS
C2.1	SITE PLAN
C3.1	GRADING, DRAINAGE, PAVING, & EROSION CONTROL
C4.1	UTILITIES
E2.1	SITE LIGHTING
E2.2	SITE LIGHTING DETAILS
L2.1	LANDSCAPE

REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	REVISION	REVIEW
10.5.2010	SITE PLAN SUBMITTAL	

PROJECT MANAGER REVIEW

BY EWK DATE 10.5.2010

CERTIFICATION

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Landscape Architect under the laws of the state of MINNESOTA.

NOT FOR CONSTRUCTION

Daniel Kovar, Landscape Architect Date

Signature shown is a digital reproduction of original. Wet signed copy of this plan on file at Landform Engineering Company offices and is available upon request.

IF THE SIGNATURE, SEAL OR FOUR LINES DIRECTLY ABOVE ARE NOT VISIBLE, THIS SHEET HAS BEEN REPRODUCED BEYOND INTENDED READABILITY AND IS NO LONGER A VALID DOCUMENT. PLEASE CONTACT THE ENGINEER TO REQUEST ADDITIONAL DOCUMENTS.

SITE PLAN SUBMITTAL
OCTOBER 5, 2010

LANDFORM
From Site to Finish

105 South Fifth Avenue Tel: 612-252-9070
Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net

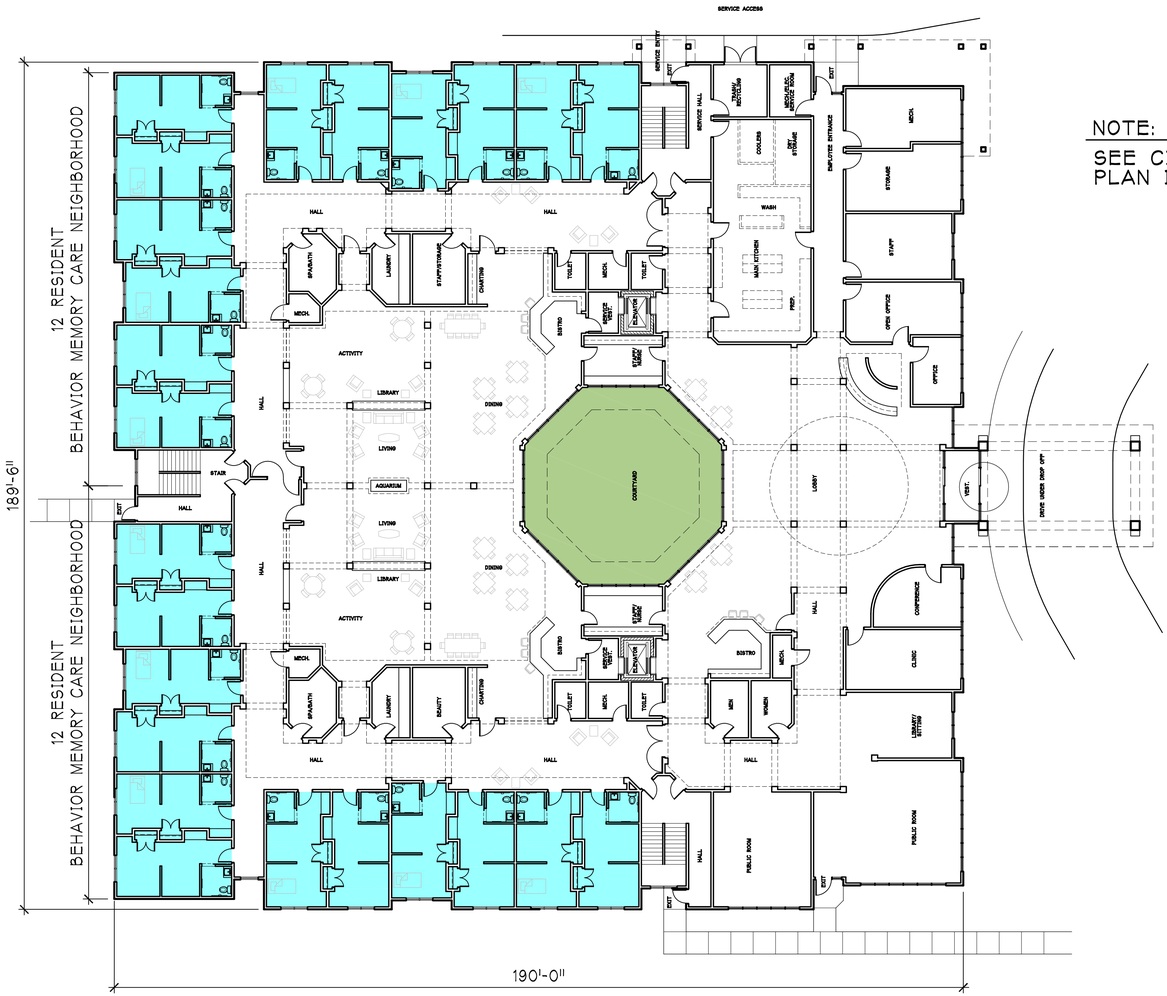
FILE NAME L201TOT005

PROJECT NO. TOT10005

LANDSCAPE

L2.1

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NOTE:

SEE CIVIL DRAWINGS FOR SITE PLAN INFORMATION.

COLOR KEY AREAS
STAFF - ADMINISTRATION
COMMON SPACE - STAFF USE
COMMONS SPACE - RESIDENT USE
RESIDENT ROOMS
PUBLIC SPACE
COMMON/UTILITY
HALLWAY & CIRCULATION

24 BEHAVIOR CARE LARGE STUDIO UNITS

1 / A1 **FIRST FLOOR PLAN**

SCALE: 1/16" = 1'-0"

BUILDING TOTAL - 86 UNITS

24 BEHAVIOR CARE LARGE STUDIO UNITS
40 ASSISTED LIVING/MEMORY CARE LARGE STUDIO UNITS
22 ASSISTED LIVING - ONE AND TWO BEDROOM UNITS

30 SEPTEMBER 2010

F·R·I·S·B·I·E
ARCHITECTS, INC
215 N. Second St., Suite 204 | River Falls, WI 54022

PRELIMINARY SET
NOT FOR CONSTRUCTION

F·R·I·S·B·I·E
ARCHITECTS
215 N. 2nd St., Ste. 204 River Falls, WI. 54022 Tel:715.425.4881 Fax:715.425.4884

SuiteLiving

SENIOR ASSISTED LIVING FACILITY

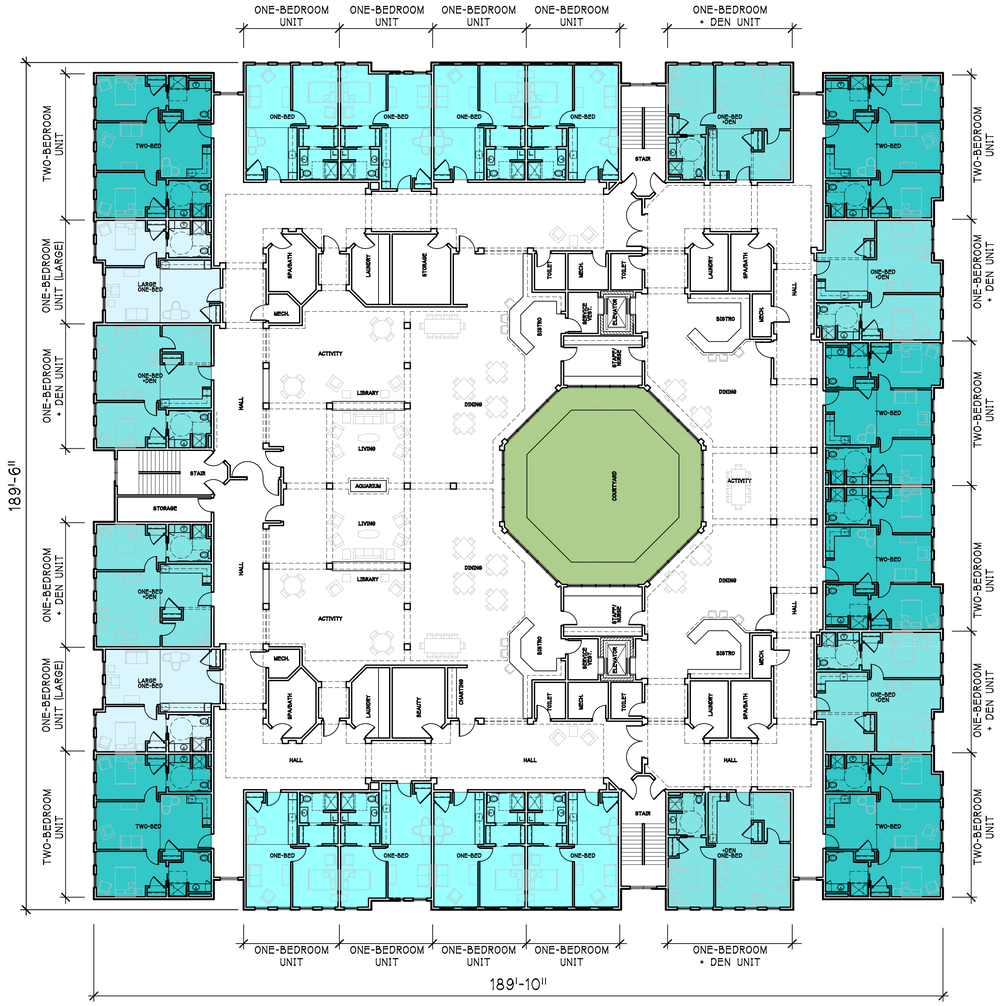
RAMSEY, MN

PROJECT NO.

THE DESIGNS AND PLANS INDICATED ON THE DRAWINGS ARE THE PROPERTY OF FRISBIE ARCHITECTS, INC. ALL RIGHTS ARE RESERVED. NO DESIGNS OR PLANS SHALL BE USED OR REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT WRITTEN PERMISSION OF FRISBIE ARCHITECTS, INC.

A1

30 SEPTEMBER 2010



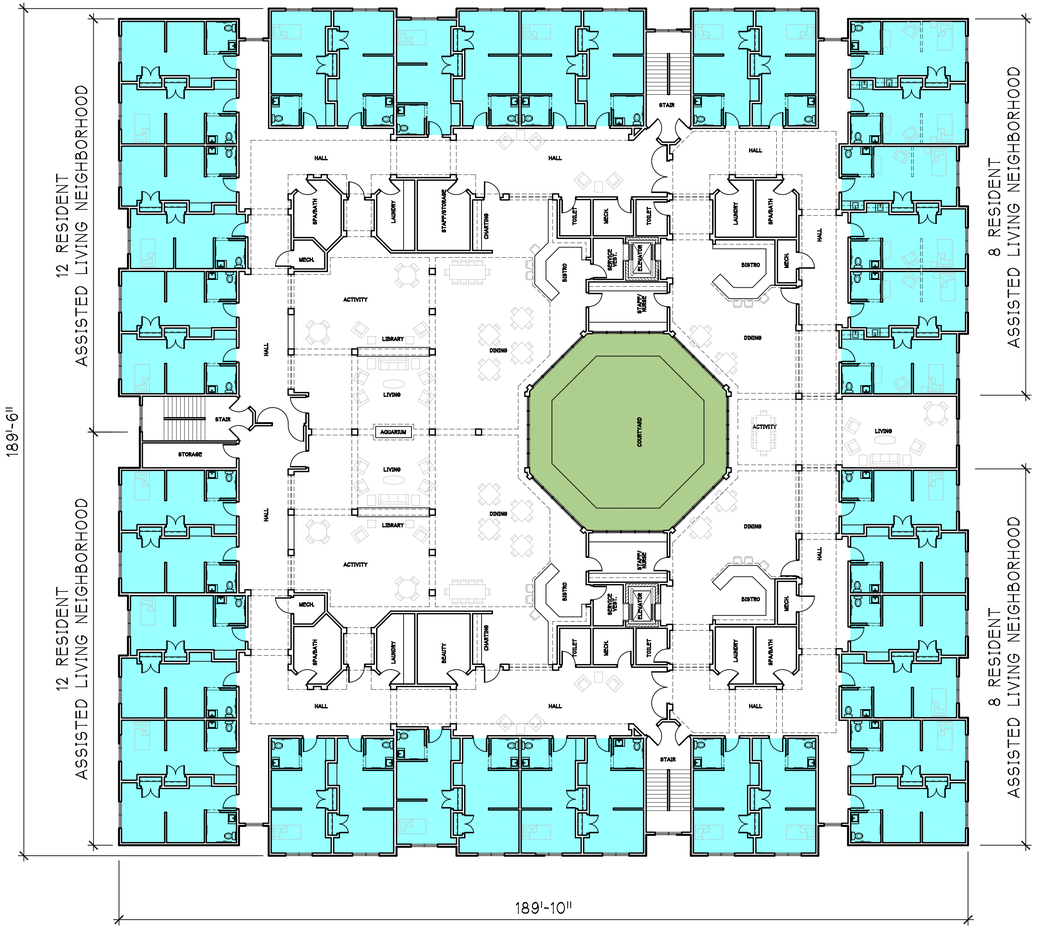
22 ASSISTED LIVING - ONE AND TWO BEDROOM UNITS

- 8 ONE-BEDROOM UNITS
- 2 ONE-BEDROOM UNITS - LARGE
- 6 ONE-BEDROOM UNITS + DEN
- 6 TWO-BEDROOM UNITS

1 A2 THIRD FLOOR PLAN

SCALE: 1/16" = 1'-0"

COLOR KEY AREAS
STAFF - ADMINISTRATION
COMMON SPACE - STAFF USE
COMMONS SPACE - RESIDENT USE
RESIDENT ROOMS
PUBLIC SPACE
COMMON/UTILITY
HALLWAY & CIRCULATION



40 ASSISTED LIVING/MEMORY CARE LARGE STUDIO UNITS

2 A2 SECOND FLOOR PLAN

SCALE: 1/16" = 1'-0"

COLOR KEY AREAS
STAFF - ADMINISTRATION
COMMON SPACE - STAFF USE
COMMONS SPACE - RESIDENT USE
RESIDENT ROOMS
PUBLIC SPACE
COMMON/UTILITY
HALLWAY & CIRCULATION

30 SEPTEMBER 2010

F·R·I·S·B·I·E
ARCHITECTS, INC
215 N. Second St., Suite 204 | River Falls, WI 54022

PRELIMINARY SET
NOT FOR CONSTRUCTION

F·R·I·S·B·I·E
ARCHITECTS
215 N. 2nd St., Ste. 204 River Falls, WI. 54022 Tel 715.426.9888 Fax 715.426.9889

SuiteLiving

SENIOR ASSISTED LIVING FACILITY

RAMSEY, MN

PROJECT NO.

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A2

30 SEPTEMBER 2010



Proposed Front Exterior Elevation

30 August 2010

Suite Living Prototype Project

Senior Assisted Living and Memory Care

1

F·R·I·S·B·I·E
ARCHITECTS, INC
Wisconsin: 715-426-4908 Minnesota: 612-770-5784

October 28, 2010, *revised November 17, 2010*

Suite Living
Attn: Brian Winges
1245 Gun Club Road
White Bear Lake, MN 55110

Re: Preliminary Site Plan
Suite Living at The COR

Brian:

We are in receipt of the proposed Preliminary Site Plan submittal consisting of eleven (11) sheets dated October 5, 2010, prepared by Frisbee Architects and Landform Engineering Company. The sheets are identified as follows: Sheets C0.1, C1.1, C2.1, C3.1, C4.1, E2.1, E2.2, L2.1, 1, A1, and A2. We offer the following comments regarding your site plan submittal:

Planning and Zoning
Reviewer: Tim Gladhill, Associate Planner
tgladhill@ci.ramsey.mn.us
763-576-4308

General: The development proposal consists of a three (3) story apartment/assisted living building. The facility will be located on portions of Outlot M, Ramsey Town Center Addition and Outlot A, Ramsey Town Center 5th Addition, to be platted as Lot 4, COR One. The site will be located west of the existing Municipal Parking Ramp between Sunwood Drive and Civic Center Drive.

Preliminary Plat: The City has received a proposed preliminary plat for COR One consisting of one (1) sheet. Specifics of this proposal will be reviewed separately. City Staff does note, however, that obligations from that application must be met before the City will issue any Building Permits for the proposed site plan. Drainage and utility easements must be dedicated along the right-of-way and side lots consistent with the proposed setbacks of the structure. Separate easements are also required for the proposed sidewalk that will be installed outside the right-of-way on private property, and the applicant is responsible for the drafting and recording of such documents. Existing easements from the underlying subdivision(s) must be maintained on the proposed COR ONE plat, or alternative accommodations made (vacations and/or infrastructure relocations and new easements dedications that may be necessary).

Zoning: The site is zoned TC-1, a mixed-use core sub-district of The COR. This area is intended to provide a mix of residential, retail, service, professional, community service, recreational and similar uses on every block near, and within easy walking distance of the rail station. The proposed facility is a permitted use in this District.

Density. The proposed site plan proposes 86 units on 1.85 acres for a net density of 46.49 units/acre. The TC-1 Sub-District has a minimum density of 15 units/acre. The proposed site plan is acceptable to City Code. ***Please add density calculations on the revised site plan***.

Lot Coverage/Floor Area Ratio (FAR): The preliminary plat indicates that the proposed lot will be 80,639 square feet in size (1.85 acres). The proposed building footprint is 31,125 square feet and an overall square footage of final build-out (three [3] stories) of 105,375 square feet of gross floor area according to Sheet C2.1. A calculation of total floor area based on the indicated footprint indicates only 93,375 square feet (31,125 square feet x 3 floors = 93,375 square feet). Please indicate where the additional 12,000 square feet is accounted for. The TC-1 District requires a minimum FAR of *0.75* and encourages the highest densities in the City and shared parking. The proposed site plan represents a gross FAR of *1.31*. ***Please add the F.A.R. calculation as a note on Sheet C2.1.***

Setbacks: The TC-1 District requires a minimum front yard setback of 0 feet and a maximum front yard setback of 5 feet measured from the right of way line. At least 60% of the building should comply with the front yard setback requirement. The Design Guidelines encourage recessed space for outdoor dining and other street level activities, including recessed entries. The proposed building provides for recessed spaces along the street that help assist with street level presence and vision clearance triangles. However, it appears the setbacks are being measured from the 'build-to line' (edge of sidewalk). Part of this reason is due to the fact the City requires additional sidewalk to be placed on private property (encumbered by a sidewalk easement). It seems reasonable to consider measuring setbacks to the build-to line since this area is technically public realm. The City will be considering an ordinance amendment for an alternative setback to measure from the edge of sidewalk in certain circumstances. Any approval of this site plan will be contingent upon approval of this ordinance amendment.

Sidewalks must be constructed to a total width of ten (10) feet along Sunwood Drive, measured from the inside edge of the existing planter beds. In addition, a sidewalk with a minimum six foot (6') boulevard width must be constructed along Civic Center Drive. Any portion of the sidewalk on private property must be encumbered by a sidewalk easement.

Architectural Standards: The design standards for this site are subject to the provisions laid out in the Development Guidelines manual referenced in City Code for The COR. The Design Guidelines place a high emphasis on high-quality architecture, materials, and site design, particularly with regard to building placement, parking areas, and the pedestrian environment.

Overall, the submittal meets or exceeds these requirements. Staff would like to call out the following specific items from the Guidelines:

- *Provide parking spaces to support the use through a mix of on-street and surface lots internal to the block. Encourage shared parking solutions. No more that 25% of the street frontage should be used for surface parking.* The proposed parking plan utilizes on-street parking, surface lot parking, and the Municipal Parking Ramp.

- *Generally, buildings should be located at the street right-of-way; with no more than 60% of the building beyond the maximum setback. Encourage recessed entries and windows to create street level interest.* The generally meets setbacks, subject to the comments above.

- *Promote multiple stories in this sub-district but occasional single story buildings are acceptable; continuous rooflines and single story buildings should not dominate any street*

frontage and should be a minimum of 18 feet to the roofline. The proposed building is a four story building. The architectural elevations indicate a design consistent with the goals of the design guidelines and do not contain continuous rooflines.

- *A diverse mix of materials is encouraged, applied in a variety of proportions, exposures, and detailing, especially along all street frontages*. The proposed building will include a mix of materials acceptable to the Design Guidelines.

Building Height: The TC-1 District requires a minimum of two (2) stories and a maximum of five (5) stories for all buildings within this district. The proposed building is three (3) stories.

Waste Storage: The site plan indicates an enclosed waste storage area. ***Please include details as to the materials and construction of this waste storage enclosure to ensure consistency with City Code.***

Off-Street Parking - Spaces Required: The COR zoning district sets a maximum parking space standard of two (2) per residential unit, which equates to 172 maximum spaces in this case. The preliminary site plan proposes thirty-nine (39) off-street parking spaces with additional space for on-street parking.
Signs: Please note that all signs for the proposed building must be approved through a separate sign permit process.

Easements: Please note that all easements must be recorded prior to the City issuing a Building Permit. You must provide proof of recording of all documents as required by the City. ***A title search should be completed to ensure all underlying easements are vacated as necessary. Vacating easements is a separate land use application with the City.***

Landscape Review
Reviewer: Chris Anderson
canderson@ci.ramsey.mn.us
763-433-9905

Landscaping Plan: The following comments are offered regarding the October 5, 2010 Landscaping Plan prepared by Landform Engineering Company:

- The Landscape Plan indicates an area of a shared parking island with certain landscape improvements. This area should be incorporated into the required shared access agreement that outlines maintenance responsibilities of this shared area.
- The boulevard area along Civic Center Dr. should be improved with sod and street trees, at a spacing of about thirty-five (35) feet on center (offset with the plantings in the interior of the property), and this should be reflected on the landscape plan.
- Landscaping in the boulevard area and adjacent to sidewalks must be tolerant of deicing salts and harsh growing environments.
- Street trees, as well as trees planted in the interior of the lot but adjacent to the public sidewalk, should have a minimum clear trunk height (no branches) of seven (7) feet to avoid conflicts with pedestrians.
- Please identify the width of green space between parking stalls and sidewalk (southeast corner of site). It appears very narrow and may not provide sufficient area for tree establishment.
- Please identify the species and quantity of plants within the planter beds along Sunwood Dr that will be impacted and/or removed as a result of the shared access to the site and utility

connections. The City may wish to relocate these materials prior to commencement of construction activities, or we would like to understand your plans on replacing/relocating these elements during implementation of your project.

- All landscaped areas, including the boulevard along Civic Center Dr., shall be provided with an in-ground irrigation system, and be maintained by the property owner.
- A minimum of six (6) inches of topsoil that meets Mn/DOT's Premium Topsoil Borrow specification must be installed over all disturbed areas not devoted to buildings, off-street parking, driveways, sidewalks, patios or other such improvements. If amending onsite topsoil, documentation must be supplied to the City certifying that the amended material meets this specification prior to installation.
- Planting details/specifications must be included on the landscape plan and shall address among other things:
    - Planting depth (1st set of primary roots shall be at finished grade)
    - Only prune out dead/broken/deformed branches at time of installation
    - Removal of upper portion of wire basket and burlap after being placed in planting hole
- At the time of installation, all shrubs must be at least twenty-four (24) inches in size (either height or width, whichever is applicable per species).
- The landscape plan identifies areas to be covered with turf. Please note that sod is required for turf establishment. Any alternative to the sod requirement requires City Council approval.
- Should City Council approve the use of seed rather than sod, details will be required outlining application rate(s) and installation method.
- Upon acceptance of landscaping by City, a two (2) year maintenance guarantee is required to ensure survival of plantings.

Please submit a revised landscaping plan that addresses these matters.

Tree Preservation: This site is devoid of any significant tree cover and therefore, no tree preservation plan is necessary.

Engineering Review
Reviewer: Tim Himmer, City Engineer
thimmer@ci.ramsey.mn.us
763-433-9893

The following comments are offered regarding the October 5, 2010 plans by Landform Engineering Company:

Grading and Drainage: The building floor elevation should be set to be above the adjacent grade of the public streets while meeting ADA accessibility guidelines. The grade from the building to the property lines and extending to the limits of the shared accesses must be set to match the plans for the future buildings and parking.

The COR Development utilizes regional stormwater ponds for rate control and water quality treatment. Each individual site needs to provide additional water quality treatment through the use of rain gardens, water quality treatment structures, or other BMP's. The plan is proposing to install a conventional storm sewer system (inlet structures and pipes) with the east half of the site discharging to a proposed design on the adjacent Residence at the COR property and ultimately to the public system, and the west half directed into the public system in Sunwood Drive. Drainage calculations were received but additional information is required for the appropriate sizing of the proposed Aqua-swirl structures. The AS-3 and

AS-4 devices may handle the water quality treatment flows; however, the outlet pipe sizes are 10"/ 12" respectively and do not match the design pipe sizes of 15" and 18" shown on the storm sewer plans; the AS-7 and AS-8 devices have adequate outlet sizes and will provide treatment for up to the 10 year event. Additional BMP's should also be considered and investigated to provide for some rate control and lessen the need for downstream piping/structure sizing, and reduce the volume of water leaving the site.

With the proposed coordinated storm sewer effort between this project and the Residence at the COR to the east; private cross drainage easements will be required to outline responsibilities of each entity as it relates to ownership, maintenance, etc. Are the proposed stubs along the east side of this property adequately sized to handle the proposed runoff from this project (building, paved areas, etc.)?

Please identify overflow routes for all the "ponding areas" around catch basins; explaining drainage patterns and overflow routes should one or more of these basins become clogged and/or frozen. Adequate freeboard should be provided to protect private property from the potential for flooding. A maintenance will be required for the overall system to ensure timely maintenance and performance to the intended design. A stormwater analysis using EPASWMM or equivalent software that provides dynamic routing and evaluates surcharge impacts must be prepared.

Please explain how the proposed site storm sewer connection to the west will be made to the existing public system in the right-of-way. Are the receiving structures adequate in size and downstream capacity to accept the runoff from this project? All impacts to existing infrastructure for curb cuts and utility connections (streetlights, hydrants, catch basins, streetscape, roadways, etc.) must also include a relocation/restoration plan, not just notes calling out the removals. Notes and details must be added showing impacts to the structures and roadways, methods of connections, and mitigation/restoration; including sawcutting, coring, closures, timing, etc.

Is there any dewatering required for this project? If so, the appropriate permit must be secured from the DNR, and the City will want to review the dewatering plan prior to implementation. No dewatering activities can occur until the required permit is secured and submitted for review.

Additional permits that will be required include, but are not limited to, an NPDES construction permit from the MPCA (which includes a SWPPP plan), LRRWMO, right-of-way, and City contractor's license. A SWPPP plan will be required for this project, which may be able to be accomplished by a subdivision transfer of the existing master TOWN CENTER project or development of a stand-alone site specific plan. Additional inlet protection should be added to the existing downstream structures located within the public streets that may be impacted by site runoff, additional silt fence locations should be added to the plans to adequately protect erosion concerns onto the public streets, and the rock construction entrance should be relocated to Civic Center Drive. The following erosion control notes should be added or amended on the plan set, or included in the SWPPP:

- Any impacts to City streets (wet tap and curb cut locations) should be brought to grade with class 5 by the end of the work day and paved within 24 hours.
- The contractor should have a sweeper on site or available within 3 hours. All material tracked onto City streets must be removed immediately upon discovery, or as directed by the City Engineer.
- Installation of silt fence and other down gradient sediment protection measures shall be completed and inspected prior to commencement of any site activities.

A detail sheet must be added to the plan set and include all infrastructure proposed; including but not limited to manholes, catch basins, gate valves, hydrants, curb, paving sections, pipe installation, etc. Current City details for all improvements proposed within the right-of-way must also be included.

Street and Building Access: The site will have shared access along Sunwood and Civic Center Drive. There is also a second access along Civic Center Drive. Shared accesses shall be encumbered by a shared access easement/agreement, which will be the applicant's responsibility to draft and record.

Traffic Generation: As part of the Town Center AUAR, a detailed traffic analysis was completed that anticipated the type and size of development shown on the plat. The proposed development is consistent with the traffic modeling system used as part of the AUAR analysis.

Regional road improvements to facilitate the whole Ramsey Town Center development have been agreed upon and have already begun construction. This proposed development does not generate more traffic than was anticipated.

Utilities: Utility stubs for water, sanitary sewer and storm sewer have been extended to the property line from the adjacent streets. The project proposes one municipal sanitary sewer and water connection; are these connections adequate for the anticipated capacity from the project, and appropriate coverage for both fire suppression and domestic use? Fire protection and hydrant coverage will be reviewed and commented on by the Fire Marshall, and additional hydrants internal to the site may be required.

All watermain 6" in diameter and smaller should be class 53 DIP. All new or proposed public storm sewer and/or connections into the existing system must be constructed with RCP. No public utilities can be less than 7.5' deep.

Permits: The applicant is responsible to secure all required permits for this project; including but not limited to an MPCA NPDES construction permit and a Lower Rum River Watershed Organization permit. Additionally, the contractor performing the work will be required to get a City license and right-of-way permit.

Park & Trail Fees: The 2010 rate for Park Dedication and Trail Fees are $4,738/acre and $600/unit respectively for assisted living projects. The City has been reviewing credit to the Park Dedication requirement based on density any type of residential use. The site plan will be forwarded to the Parks and Recreation Commission for a recommendation of Park Dedication requirements. The rate at the time of execution of the Development Permit will be collected. Standard Park Dedication obligations for this project would be ($4,738 x 1.85 acres = **$8,765**). Standard Trail Development obligations for this project would be ($600 x 86 units = **$51,600**).

Sanitary Sewer and Water, Fees. The 2010 rate for Sanitary Sewer and Water are $1,271/unit and $2,209/unit for trunk/connection fees respectively and $3,847/connection and $8,777/connection for lateral fees respectively for residential properties. The rate at the time of execution of the Development Permit will be collected. Standard connection obligations for this project would be ($1,271 x 86 units = **$109,306**) for sanitary sewer and ($2,209 x 86 units = **$189,974**) for water. Standard lateral benefit obligations for this project would be ($3,847 x one [1] connection = **$3,847**) for sanitary sewer and ($8.777 x one [1] connection = **$8,777**) for water. These calculations do not include the Sewer Accessibility Charge (SAC) from the Metropolitan Council or the Water Accessibility Charge (WAC) from the City. These charges are collected as part of the Building Permit. The units are determined by the Metropolitan Council.

Stormwater Management Fees. The 2010 rate for Stormwater Management is $448/unit. Standard stormwater management obligations for this project would be ($448 x 86 units = **$38,528**). The rate at the time of execution of the Development Permit will be collected.

Ramsey Town Center Phase I Roadway Improvements, Phase II Roadway Improvements, AUAR Roadway Improvements, Parking Facility Improvements: In accordance with City of Ramsey Resolutions 05-02-065, 05-02-066, 05-02-067 and 05-02-068, assessments for Ramsey Town Center Phase I Roadway Improvements, Phase II Roadway Improvements, AUAR Roadway Improvements, and parking facility improvements were satisfied with the transfer of the Subject Property from RTC, LLC to PSD, LLC on October 14, 2005.

Lighting: The City has received a site lighting plan for review. City standards require that the luminaire (light source) must not be visible from beyond the property line. Any lighting used to illuminate an off-street parking area, sign, or structure shall be arranged to deflect away from Sunwood Drive and Civic Center Drive. The applicant is responsible for the installation and 3 years of operations and maintenance of all boulevard lighting adjacent to their project consistent with the COR master lighting plan. I believe all lighting along Sunwood Drive is complete, with the exception of the proposed impacts associated with this project, but Civic Center Drive is not. Please contact Leo Offerman at Connexus Energy to coordinate the installation of the required lighting.

REU Number: This property will be subject to a storm water utility charge based upon the amount of impervious surface on the site. The quarterly charge is dependent upon the number of Residential Equivalent Units (REU) calculated for this property. The plans indicate an overall area 80,639 square feet and an impervious surface calculation of 64,723 square feet (80.3%). The calculated REU for this project is 7.16, which equates to a quarterly charge of $257.91.

The Planning Commission will be meeting at 7:00 pm on Thursday, November 4th at the Ramsey Municipal Center, 7550 Sunwood Drive, to review your preliminary site plan. You, or your representative, should be present at the meeting to answer any questions that may arise.

If you have any questions, please call our office at (763) 427-1410

Sincerely,

CITY OF RAMSEY

Tim Gladhill	Tim Himmer	Chris Anderson
Associate Planner	City Engineer	Environmental Coordinator

CC: Landform
Attn: Kendra Lindahl, AICP
105 South Fifth Street, Suite 513
Minneapolis, MN 55401

CC Regular Session **Item #: 7. 4.**

Date: 11/23/2010

By: Darren Lazan
Community Development

Information

Title:

Consider Purchase Agreement for The Residence at The COR - LOT 3, BLOCK 1, COR ONE

Background:

The development team has been working with Flaherty and Collins, LLC of Indianapolis, Indiana since October of 2009.

Flaherty and Collins is interested in developing transit oriented, upscale apartments in The COR adjacent to and utilizing the existing parking structure.

In late April, Flaherty and Collins delivered an LOI which was considered by the team, summarized, and presented to the HRA on April 23rd, 2010, and again on October 19, 2010 where there was considerable discussion. Direction was given by the HRA at the October 19th meeting to continue negotiations with the developer and prepare the formal documents for consideration by both the City Council and the HRA. We have continued to work with the developer to structure an agreement around those deal points.

Notification:

Public Hearings for the sale of land by the HRA and for public subsidy will occur at the December 14th, 2010 regular city council meeting.

Observations:

Attached for your consideration as the City Council tonight is the Purchase Agreement, one of several components of the contract documents.

Also attached to this case:

- A summary of all documents, and when we anticipate those coming forward for various approvals by both the HRA and the City Council.
- Memo from Ehlers , the HRA's financial consultant on this project.

The HRA and F & C Ramsey, LLC ("F & C") are the principal parties to the Purchase Agreement. The Agreement is contingent upon, among other things, the HRA's, the City's and F & C's determination, on or before January 14, 2011, that the City will secure a stop on the North Star Commuter Rail Line and construct a stop and station on or before July 1, 2012. The City's obligations under the Purchase Agreement are to:

1. Substantially complete construction of an approximately 200 stall addition to the existing parking ramp on or before June 30, 2012, subject to force majeure;
2. Record an Amendment to the Parking Improvement Use and Maintenance Agreement that grants F & C an exclusive easement to use 275 stalls in the expanded parking ramp, gives F & C a non-exclusive easement to use other parking spaces in the expanded parking ramp and allocates 25 spaces in the portion of the expanded parking ramp that is not subject to F & C's exclusive easement to F & C for purposes of proof of parking;
3. Acquire and install way finding and stall designation signage in the parking ramp, subject to reimbursement from F & C.

F & C is obligated to purchase Lot 3, Block 1, COR ONE, Anoka County, Minnesota together with the easements

described above for a purchase price of $250,000. The HRA's conveyance of the property to F & C will be subject to a right of reverter in favor of the HRA which the HRA may exercise if F & C fails to substantially complete construction on project on or before June 30, 2013 (subject to force majeure) or if, prior to the earlier of June 30, 2013 or substantial completion, F & C's lender commences foreclosure proceedings.

Recommendation:

Staff Recommends City Council approve the Purchase Agreement.

Council Action:

Approve Purchase Agreement.

Fiscal Impact

Budgeted Y/N:	N
Budgeted Year:	2011
Fund:	TIF

Funding:

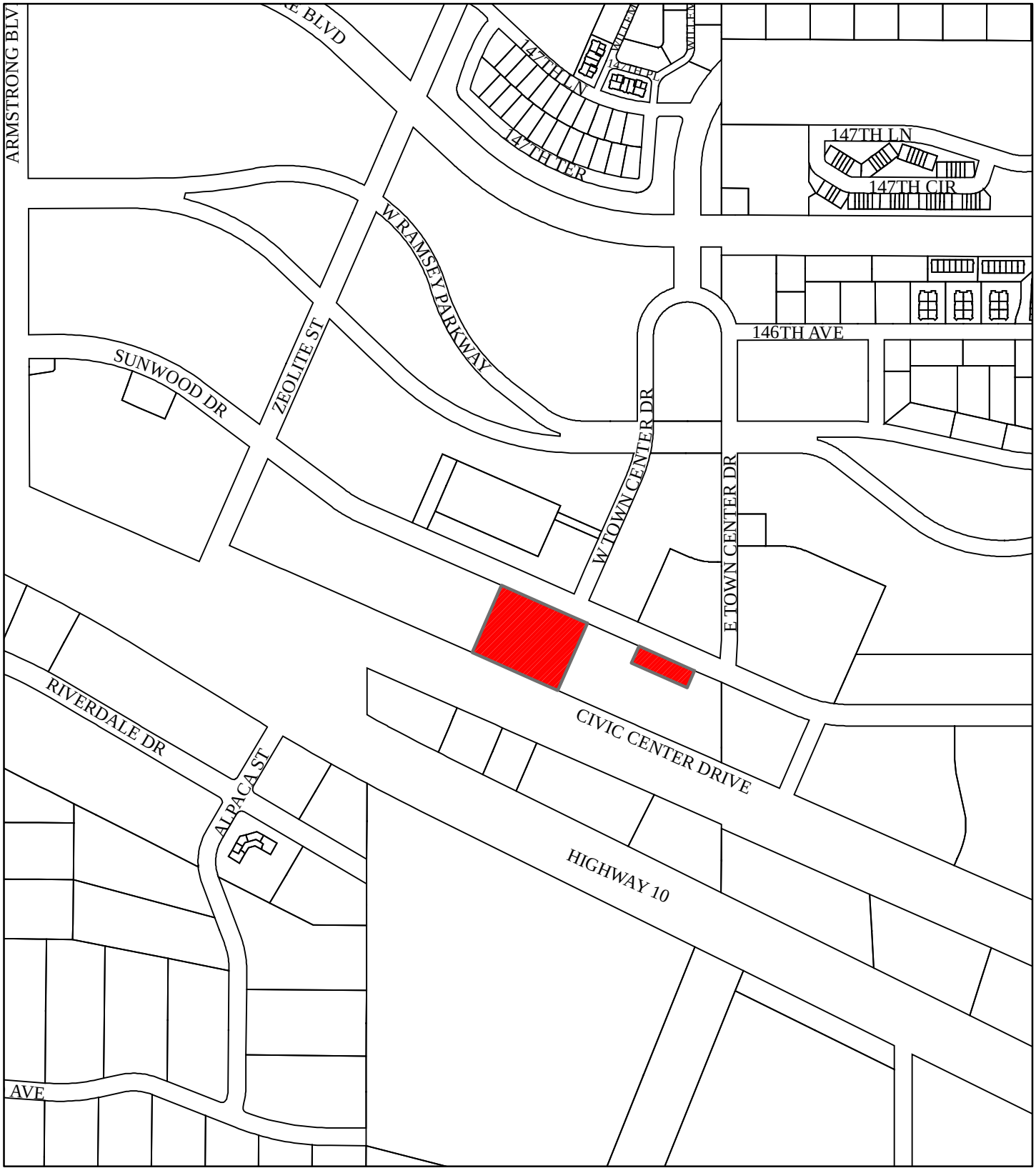
TIF budgets amended to reflect expenditures.

Attachments

Location Map
Residence Plans
Meeting Summary
Ehlers Memo
Purchase Agreement

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	11/18/2010 04:00 PM
Form Started By: Darren Lazan		Started On: 11/18/2010 10:30 AM
Final Approval Date: 11/18/2010		



City of RAMSEY

The Residence at The COR

Legend

Site

Parcels

0 650 1,300 Feet



THE residence

The residence at the COR - Graphic Site Plan

11.04.2010

LANDFORM From Site to Finish

URBANWORKS ARCHITECTURE

FLAHERTY & COLLINS Properties

THE COR RAMSEY, MINNESOTA

THE residence



Exterior concept image

Front elevation



LANDFORM
From Site to Finish

URBANWORKS ARCHITECTURE

FLAHERTY & COLLINS Properties

The residence at the COR - Exterior Concept

11.04.2010

THE COR
RAMSEY, MINNESOTA

Approval Matrix

Residence at The COR and Suite Living

Denotes Public Hearing

Item	Public Hearing Notice Due	Published	Regular 11/23/10	Regular 12/14/10	WS 1/4/11	Regular 1/11/11	WS 1/18/18
			Meeting Dates				
Approve Purchase Agreement - FC			CC				
Approve Purchase Agreement - FC	12/1/10	12/3/10		HRA			
Approve Purchase Agreement - Toti	12/1/10	12/3/10		HRA			
Development Agreement - FC			CC				
Development Agreement - FC				HRA			
TIF Dist 1 and 2 Revised Spending Plan	12/1/10	12/3/10		CC			
New TIF District Approval	12/1/10	12/3/10		CC			
Rent Subsidy Agreement				HRA			
Inter-fund Loan Agtreement New District to fund Admin				HRA/CC			
Inter-fund Loan Agtreement Development Fees				HRA/CC			
Inter-fund Loan Agtreement Development Loan				HRA/CC			
Development Management Fees				HRA			
Preliminary Site Plan Approval - FC			CC				
Preliminary Site Plan Approval - Toti			CC				
Preliminary Plat Approval - COR ONE			CC				
Final Site Plan Approval - FC				CC			
Final Site Plan Approval - Toti				CC			
Final PlatApproval - COR ONE				CC			
SSD Draft Ordinance				CC			
SSD Petition				CC/HRA			
SSD Ordinance							
PUMA Draft Ordinance				CC			
Parking Plan Draft				CC			
Adopt PUMA Revisions						CC	
Adopt Parking Plan						CC	

Memo

To: Kurt Ulrich – City Administrator

From: Stacie Kvilvang

Date: November 23, 2010

Subject: COR Apartments - Development Proposal and Terms of Development Agreement and Other Obligations

---

Flaherty & Collins has submitted their concept for development of the COR Apartments which will consist of approximately 216 market rate apartments, 14 market rate, rental town homes and approximately 3,000 sq/ft of retail.

Based upon the above referenced development program, following is a listing of the proposed business terms for the Development Agreement and other obligations:

1. **General**
   a. Developer. The Developer is F & C Ramsey, LLC, an Indiana limited liability company, which is a single asset entity.

2. **Purchase Agreement**

   a. General. The HRA currently owns the land and a Purchase Agreement between them and the Developer will be executed contemporaneously with the execution of the Development Agreement. The HRA's obligation to sell is contingent upon the Developer providing the HRA with reasonable acceptable evidence that they have obtained all necessary governmental approvals to build the project and have obtained financing sufficient to finance 65% of the construction costs. The Developer is obligated to purchase Lot 3, Block 1, COR ONE, for a purchase price of $250,000 and is contingent upon their determination, on or before December 31, 2010, that the condition of the property is acceptable to them and that various other conditions outlined in the various agreements have been met (amendment to parking agreement, special service district ordinance, obtaining permits to construct the project, obtaining financing and securing of a rail stop). Currently it is anticipated that the closing will be completed by April 29, 2011. The HRA's obligation to sell is also contingent upon the HRA's determination, on or before January 14, 2011, that the City will secure a stop on the North Star Commuter Rail Line and construct a stop and station on or before July 1, 2012.

   b. Right of Reverter. The HRA has the authority to commence an action in court seeking an order that re-vests title of the property to the HRA and grants the HRA immediate possession of the property if the Developer fails to substantially complete construction on or before June 30, 2013, or if the construction lender commences proceedings to foreclose the construction loan prior to Developer's substantial completion of the project. The HRA agrees that the it will subject its interest in the property to the lien of any construction loan provided that the construction lender acknowledges in writing that if they foreclose and the HRA obtains a court order re-vesting title to them, the HRA shall be entitled to redeem the property/project from foreclosure.

EHLERS
LEADERS IN PUBLIC FINANCE

3060 Centre Pointe Drive
Roseville, MN 55113-1105
Phone: 651-697-8506
Fax: 651-697-8555
skvilvang@ehlers-inc.com

c. City Obligations. The City must substantially complete construction of an approximately 200 stall addition to the existing parking ramp on or before June 30, 2012, for which the City has a 3.5 million dollar CMAQ grant as a funding source. The construction of these additional stalls will allow for the allocation of 350 stalls for transit use over the entire parking structure. The City must record an Amendment to the Parking Improvement Use and Maintenance Agreement that grants the Developer an exclusive easement to use 275 stalls in the expanded parking ramp, gives them a non-exclusive easement to use other parking spaces in the expanded parking ramp and allocates 25 spaces in the portion of the expanded parking ramp that is not subject to their exclusive easement to for purposes of proof of parking. In addition, the City must purchase and install way finding and stall designation signage in the parking ramp which the Developer is required to reimburse the City.

d. Public Hearing. The HRA is required to have a public hearing on the sale of the land, which public hearing is scheduled for December 14, 2010.

e. Relationship Between the Development Agreement and the Purchase Agreement. In an event of a conflict between terms of the two agreements, the Development Agreement prevails. If the HRA or the Developer terminates the Purchase Agreement, the Development Agreement automatically terminates and only some terms may survive the termination. Likewise, if the City, HRA or Developer terminates the Development Agreement, the Purchase Agreement automatically terminates with the exception of provisions that state they survive termination.

3. Construction of Minimum Improvements

a. Minimum Improvements. The Developer is required to construct a market rate rental project consisting of approximately 216 apartments and 14 town homes, along with approximately 3,000 sq/ft of commercial space.

b. Submission of Plans. The Developer must submit plans for review and approval on or before April 1, 2011.

c. Commencement and Completion of Construction. The Developer shall commence construction of the project by June 30, 2011 and substantially complete the project by June 30, 2013 (eligible to receive a Certificate of Occupancy). If unavoidable delays arise that affect either commencing or completing construction, the Developer is required to give the City and HRA notice within 30 days of the unavoidable delay.

4. **Tax Increment**

a. Creation of a TIF District. The City will be required to create TIF District No. 14 on or before February 1, 2011 (a public hearing on the establishment of the TIF district has been set for December 14, 2010). This will be a Redevelopment District as defined by the special legislation approved by the City. It is anticipated that the first increment will be received in 2013 for this project, thus the district will terminate on December 31, 2038 (26 years).

b. Termination Right if TIF District Not Established. If the City doesn't establish the TIF district by February 1, 2011, the Developer may terminate the Development Agreement upon written notice to the City and HRA. If the City creates the TIF district after this date, but before the Developer exercises their termination right, they can no longer terminate the Development Agreement for this reason.

c. Minimum Assessment Agreement. The Developer will be required to enter into a Minimum Assessment Agreement with the City and County for a minimum value of $9,710,000 as of January 2, 2012, $19,420,000 as of January 2, 2013 (Note: the minimum assessment amounts are subject to review and approval by the County Assessor). These minimum values were utilized to determine the size of the TIF Note. The County Assessor will determine the actual value, however at no time will Developer be able to contest the assessed valuation of the property below the above referenced amount. If the value is higher than the required minimum assessment amount and the Developer contests the value, they are required to provide 30 day notice to the City. The City will then make TIF payments based solely upon the minimum assessed value until such time the tax petition is resolved. This agreement will remain in place until the TIF Note is paid in full or the district is terminated, whichever is earlier.

d. Base Valuation. Since the property is currently exempt from property taxes, the County Assessor will be required to assign a value to the property. The Developer will not have the right to contest this valuation. For purposes of TIF estimates for this project, the base value was set at $1,840,000 per discussions with the County Assessor. If this is the final base valuation set by the County Assessor, this will equate to approximately $9,200 in annual taxes to the City's General Fund.

e. Amount of Increment: Based upon the assumptions for base value of the existing land and the value of the development stated in the Minimum Assessment Agreement, it is estimated that the development will generate approximately $2 million in present value tax increment at a 6.25% rate.

NOTE: THE ACTUAL AMOUNT OF INCREMENT THAT WILL BE GENERATED WILL DEPEND UPON THE BASE VALUE ESTABLISHED BY THE COUNTY ASSESSOR, VALUATION OF THE DEVELOPMENT DETERMINED BY THE COUNTY ASSESSOR AND CURRENT TAX RATES.

f. Eligible Reimbursement Costs. The Developer will be reimbursed for the lesser of $2 million or the actual costs associated with the following:

General Conditions, removal of top soil, fill, utilities, grading, foundations, fire separation from parking ramp, parking lot and curb, sidewalk, lighting, landscaping, irrigation, pool improvements, permit and plan review fees and contractor fee (full detailed list in Exhibit J).

g. Fiscal Disparities. The City Council will need to make a determination if fiscal disparities will be paid inside or outside of the District. The Council is currently reviewing this information and will make that determination at a future date (prior to the public hearing on establishment of the TIF District).

h. Administration Expense Allocation. Currently all TIF calculations show the first 15% of the tax increment being available to the City/HRA to pay for administration or other qualified expenditures within the TIF District (approximately $32,600 annually).

i. TIF Note. The Developer will finance the eligible reimbursement costs up front and will receive tax increment on a Pay-As-You-Go (PAYGO) basis. This means that as they pay their taxes, they will receive a portion of their tax dollars back (approximately $.73 on the dollar). The TIF note is being paid at a 6.25% PAYGO rate, which is based upon their anticipated financing rate. The TIF Note will be issued to the Developer after certification of eligible reimbursement costs to the City/HRA.

j. Business Subsidy Requirements. Housing development is exempt from Business Subsidy requirements. However, since the project does consist of some retail/commercial space and the amount of assistance being provided to that portion exceeds $150,000, the HRA is required to follow the City's Business Subsidy criteria and is required to hold a public hearing on the terms and conditions of the subsidy (hearing is set for December 14, 2010). The City's business subsidy policy requires any development receiving a subsidy create at least one (1) full time equivalent job (including construction jobs) paying at least 70% of the most recent median wage figure for the Twin City 7 County Metro County as published by the Minnesota Department of Employment and Economic Development or such greater amount as the City may require for a specific project. The City/HRA can deviate from its policy of job creation (number and wage). Since creation or retention of jobs is not the primary goal for this particular development but rather for the provision of market rate housing adjacent to the rail station, it is recommended that the wage and job goals be set at zero, after the public hearing.

2. City Loan

a. Loan Amount. The City is providing the Developer a loan for $1.3 million to assist in the financing of the development to assure it moves forward in a timely fashion. The funds will be advanced from the City's TIF District #1. The Developer is not obligated to pay interest on this loan, but rather will pay the City a fee of $120,000 (total repayment of $1,420,000).

b. Loan Repayment. The loan will be repaid to the City from 20% of the annual cash flow generated from the project and/or 20% of the proceeds received from a sale or refinancing of the development. Beginning on April 1, 2014, the Developer is required to have its accountants prepare operating financial statements to determine the amount of cash flow for the project. To the extent there is available cash flow, 20% will be paid to the City and applied to payment on the City Loan (the remaining 80% will be paid to the equity investors). Based upon current projections, it is estimated that the loan would be repaid within ten (10) years. If the loan is not paid prior to 2024 (10 years), simple interest at a rate of 6.25% will accrue on the unpaid balance from April 1 2024, until the loan is paid in full. If at any time the Developer defaults in timely payment of the loan and the City provides the Developer notice and the Developer does not cure the default within ten (10) days, the unpaid balance will accrue at a twelve (12) percent rate until such time the default is cured.

c. Loan Guaranty. Flaherty & Collins Construction Inc. is providing a corporate guarantee for the loan. To the extent there is inadequate cash flow from the project to repay the loan, Flaherty & Collins Construction Inc. will be required to make the payments.

d. Spending Plan. In order to provide the loan to the Developer, the City is required to develop a Spending Plan and hold a public hearing on the Plan in accordance with legislation that was approved in 2010. If the City does not hold the public hearing and/or adopt the Spending Plan on or before February 1, 2011, the Developer may terminate the Development Agreement. If the City holds the public hearing and approves the Spending Plan after this date, but before the Developer exercises their termination right, they can no longer terminate the Development Agreement for this reason. The public hearing on the Spending Plan is scheduled for December 14, 2010.

e. Limitations on Disbursement. The City is not required to disburse any proceeds to the Developer if they do not commence construction by June 30, 2011 (loan agreement terminates). The City will only pay out proceeds of the loan to the Developer after they have actually incurred the costs and submitted proof of payment. The Developer will not be reimbursed for eligible costs that are reimbursed by the $2 million PAYGO TIF Note or for costs that are not expended by December 31, 2011.

3. Miscellaneous.

a. Payment of Administrative Expenses. Costs associated with the creation of TIF District #14, Spending Plan for TIF District 1 and 2, all agreements related to this development and the administrative fee paid to Landform, will be paid from TIF District #1 and #2. The HRA and City will set up an interfund loan for an amount not to exceed $500,000 from this TIF District and will repay itself from TIF generated from TIF District #14, when such increment is available. The interfund loan will carry an interest rate of four (4) percent.

b. Development Fees. Since the HRA currently owns the property, they are required to pay the various fees associated with platting the property. These fees are currently estimated to be approximately $2,443,200. The HRA will be setting up an interfund loan from TIF District 2 to pay for these fees. TIF District 2 will be repaid from TIF generated from various projects within the new TIF District.

c. Assistance For Commercial Space. If after twelve (12) months from receiving the Certificate of Occupancy for the commercial space the Developer has not been able to lease all or a portion of the space to a third party, the HRA will provide assistance to the Developer. The HRA will provide the Developer up to $16 sq/ft annually, for up to a three year period, for space that has not been leased by a third party (up to $144,000 maximum).

d. Contingency For Rail Stop. At any time on or before January 15, 2011, the City or Developer may terminate the development agreement by written notice if they are not comfortable that the City will secure a North Star Commuter Rail Stop and complete construction of the Rail Stop on or before July 1, 2012.

e. Sale or Assignment. The Developer is precluded from selling its development rights to the project or the property, development agreement or TIF Note prior to issuance of a Certificate of Occupancy (CO)

on the project. The Developer can only sell or transfer its rights upon written approval from the City, which approval can be granted, withheld or conditioned solely at the City's discretion.

f. Events of Default. The following issues constitute an event of default:

i. Developer's default in the performance of one or more of their obligations under the Purchase Agreement.

ii. Failure of the Developer to construct the minimum improvements.

iii. Developer default in the timely payment of any amounts due under the City Loan Agreement or the City Note.

iv. Developer default in timely reimbursement to the City for costs associated with the way finding and stall designation signage in the parking ramp expansion.

v. The holder of any mortgage on the property commences foreclosure proceedings.

vi. Developer filing any petition for bankruptcy or reorganization.

vii. Failure of Developer to pay real estate taxes or special assessments.

g. Remedy of Default. If the Developer (or the construction lender) does not cure various events of default as provided for in the various agreements, the City and/or HRA may terminate the Development Agreement, Loan Agreement and TIF Note.

After the City Council has an opportunity to review and consider the various aspects of the above referenced proposed terms, they can either approve the Development Agreement at their meeting on November 23, 2010 or request changes and/or clarifications and have the documents brought back for final approval on December 14, 2010 (date the HRA is scheduled to review all documents). Please contact me at 651-697-8506 with any questions.

PURCHASE AGREEMENT

FOR THE PORTIONS OF LOT 1, BLOCK 1, LOT 2, BLOCK 1 AND OUTLOT A, RAMSEY TOWN CENTER 5TH ADDITION TO BE REPLATTED AS LOT 3, BLOCK 1, COR ONE

1. **Parties**. The parties to this Purchase Agreement (the "Agreement") are:

a. The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the state of Minnesota ("Seller");

b. The City of Ramsey, Minnesota, a home rule charter city organized and existing under the constitution and laws of the State of Minnesota (the "City"); and

c. F & C Ramsey, LLC., an Indiana limited liability company ("Buyer").

This Agreement sometimes refers to Seller and Buyer individually as a "Party" and collectively as the "Parties". The Parties are also parties to a Development Agreement of even date herewith (the "Development Agreement"). Capitalized terms that are used in this Agreement, defined in the Development Agreement, and not otherwise defined in this Agreement, have the meanings set forth for such terms in the Development Agreement.

2. **Effective Date.** This Agreement is dated, for reference purposes, and is effective as of _____, 2010 (the "Effective Date").

3. **Property**. The property that is the subject of this Agreement is the portion of Lot 1, Block 1, Lot 2, Block 1 and Outlot A, RAMSEY TOWN CENTER 5TH ADDITION, Anoka County, Minnesota depicted as Lot 3, Block 1 on the Preliminary Plat of COR ONE, Anoka County, Minnesota that the City approved on _____, 2010 (the "Land"). As used in this Agreement the term "Property" means the Land and all hereditaments and appurtenances to the Land including but not limited to the easements described in this Section 3. There are currently no improvements located on the Land. The Parties do not contemplate the conveyance of any personal property pursuant to this Agreement. At or before the Closing, Seller and the City will record an amendment to the Parking Improvement Use and Maintenance Agreement dated February 28, 2005 and recorded in the office of the Anoka County Recorder and the office of the Anoka County Registrar of Titles on March 16, 2005 as Document Nos. 1973660.001 (Abstract) and 482124.002(Torrens) (the "PUMA") to:

a. subject the Parking Ramp Addition, as defined in Section 11(c)(iii), to the terms of the PUMA, subject to the exclusive easement described in subsection b.;

b. grant the owner of the Land an exclusive, appurtenant easement for vehicular parking purposes over the portion of the Parking Ramp, as defined in Section 11(c)(iii), that is depicted on the attached Exhibit C (the "F & C Exclusive Easement Area.") The F & C Exclusive Easement Area must be sufficient in size to allow for

striping of 275 parking stalls which number shall include required handicapped accessible stalls.

c. grant the owner of the Land a non-exclusive, appurtenant easement to use parking spaces in the Parking Ramp, (other than parking spaces that are subject to exclusive easements or other exclusive use rights in favor of the owners of other properties subject to the Puma);

d. grant the owner of the Land a non-exclusive, appurtenant easement for pedestrian access between the Land and the F & C Exclusive Easement Area; and

e. grant the owner of the Land a non-exclusive, appurtenant easement for vehicular access between the adjacent public rights of way and the F & C Exclusive Easement Area.

In addition, the City must, at or before the Closing, adopt an amendment to the "Parking Plan," as defined in the PUMA to allocate not less 25 parking stalls in the Parking Ramp (other than parking spaces that are subject to exclusive easements or other exclusive use rights in favor of the owners of other properties subject to the Puma) to the Land. Parking stalls other than handicapped accessible stalls must be at least 9 feet by 18 feet in size.

4. **Purchase and Sale**. Seller agrees to sell the Property to Buyer pursuant to the terms of this Agreement, and Buyer agrees to purchase the Property from Seller pursuant to the terms of this Agreement.

5. **Purchase Price**. The purchase price of the Property is $250,000.00 (the "Purchase Price").

6. **Closing**. Seller and Buyer must meet at Ramsey Municipal Center, 7550 Sunwood Drive, Ramsey, Minnesota at 9:30 a.m. on April 29, 2011 (the "Date of Closing") at which time the Parties will perform the obligations set forth in this Section 6 (the "Closing"). At Closing:

a. Seller and the City must provide Commercial Partners Title, LLC ("Title") with a recorded copy of or a recordable original of the amendment to the PUMA that is described in Section 3 and a recorded copy of or a recordable original of the final plat of COR ONE, Anoka County, Minnesota. Seller must pay all fees and charges payable to the City of Ramsey pursuant to Chapter 117 of the City's Ordinances in connection with the City's approval of the plat of CORE ONE. Those fees are specifically identified on Exhibit G of the Development Agreement;

b. Seller must:

i Deliver to Buyer a certified copy of a Resolution of Seller's board of commissioners authorizing the execution of this Agreement and the performance of Seller's obligations under this Agreement;

ii Deliver to Buyer a duly executed and acknowledged Limited Warranty Deed conveying title to the Land from Seller to Buyer, subject to the following "Permitted Encumbrances:"

(A) Building, zoning and subdivision statutes, laws, ordinances and regulations;

(B) Reservations of minerals or of mineral rights in favor of the State of Minnesota, if any;

(C) The lien of real estate taxes and special assessments not yet due and payable;

(D) Any dedicated drainage and utility easements shown on the Plat of COR ONE;

(E) The reservation of a right of reverter in favor of Seller. The Right of Reverter shall provide that if Buyer fails to substantially complete the construction of the "Minimum Improvements" in accordance with the "Final Construction Plans" on or before the "Completion Date," as those terms are defined in the Development Agreement, and as the same may be extended as a result of an Unavoidable Delay pursuant to Section 5.4 of the Development Agreement, or if the holder of a "Construction Mortgage," as defined in the Development Agreement, commences proceedings to foreclose the Construction Mortgage prior to Buyer's substantial completion of the Minimum Improvements, Seller may commence an action in Anoka County District Court seeking an order re-vesting title to the Development Property in Seller and granting Seller immediate possession of the Development Property. Seller will subject Seller's future interest in the Property pursuant to the Right of Reverter to the lien of any Construction Mortgage provided the holder of the Construction Mortgage acknowledges, in writing both for itself and any successor's in title to the Construction Mortgage, that if Seller obtains a District Court Order re-vesting title to the Property in Seller prior a foreclosure of the Construction Mortgage and expiration of the redemption period provided for in Minnesota Statutes Sections 580 and 581, as applicable, Seller shall be entitled to redeem the Property from foreclosure, as an owner.

(F) A Declaration of Easement declaring or a reservation in the Limited Warranty Deed reserving an exclusive easement for public vehicular and pedestrian ingress and egress over the portion of the Land legally described on Exhibit C for

the benefit of and as an appurtenance to Lot 2, Block 1, COR ONE, Anoka County, Minnesota;

(G) The PUMA, as amended pursuant to Section 3;

(H) A declaration of covenants, restrictions and easements that Seller may, at Seller's option, execute and record against title to the Property to establish an owner's association to perform certain obligations for the benefit of and to enforce certain covenants and restrictions, against the owners of the property subject to the declaration;

(I) Any special service district ordinance that the City may, at the City's option, adopt pursuant to Minnesota Statutes Chapter 428(A) on or before the Date of Closing; and

(J) All matters that become Permitted Encumbrances pursuant to Section 10.

iii execute and deliver to Buyer and Title a Minnesota Uniform Conveyancing Blank Affidavit Regarding Business Entity evidencing the absence of bankruptcies, judgments, tax liens or corporate dissolution proceedings involving parties with the same or similar names as the Seller and evidencing the absence of mechanic's liens and the absence of known unrecorded interests, encroachments or boundary line questions affecting the Land;

iv execute and deliver to Buyer a non-foreign affidavit in recordable form containing such information as is required under IRS Section 1445(b)(2) and any regulations relating thereto;

v execute and deliver to the closing agent, Buyer or other appropriate party appropriate Federal Income Tax Reporting Forms; and

vi pay or provide evidence of payment of the following: the State Deed Tax due upon the execution of the Limited Warranty Deed; the cost of the Title Commitment, as defined in Section 9(a), and the Survey, as defined in Section 9(b); real estate taxes, levied special assessments, private assessments and special service district charges, if any, pursuant to the provisions of Section 7 below; and one-half of any reasonable and customary closing fees Title charges to conduct closing of this transaction.

c. Buyer shall:

i Tender the Purchase Price to Seller in wire transferred funds; and

ii Pay or provide evidence of payment of the following: real estate taxes, private assessments and special service district charges, if any, pursuant to the provisions of Section 7; the cost of recording the Limited Warranty Deed from Seller to Buyer**;** all premiums and other charges for any title insurance policies Buyer purchases for itself and its lender; all costs associated with Buyer's financing; and one-half of any reasonable and customary closing fees Title charges to conduct the closing of this transaction.

7. **Real Estate Taxes, Special Assessments and Owners Association Assessments.**

a. Real Estate Taxes. On or before the Date of Closing, Seller must pay the real estate taxes, if any, due and payable with respect to the Property in years prior to the year of Closing. In connection with recording the Plat, the Seller must pay all real estate taxes due and payable with respect to the Property in the year the Plat is recorded. Seller and Buyer must prorate the real estate taxes, if any, due and payable with respect to the Property in the year of Closing on a per diem basis as of the Date of Closing. If the Plat is recorded in the year of Closing, Buyer must reimburse Seller for Buyer's pro rata share of the real estate taxes paid by Seller in connection with the recording of the Plat.

b. Special Assessments. On or before the Date of Closing, Seller must pay all special assessments that are levied against the Property as of the Date of Closing.

c. Private Assessments or Special Service District Charges. If, before the Date of Closing, Seller records a declaration against the Land or establishes a special service district pursuant to Minnesota Statute Chapter 428A that includes the Land, Seller and Buyer must pro rate, as of the Date of Closing, any private assessments levied pursuant to the terms of the declaration or any service charges imposed against the Land pursuant to the terms of the ordinance establishing the special service district on a per diem basis to the Date of Closing.

8. **Possession.** Seller will deliver possession of the Property to Buyer at Closing.

9. **Evidence of Title**. Within twenty (20) days after the Effective Date, with respect to the Title Commitment (as defined below), and within thirty (30) days after the Effective Date, with respect to the Survey (as defined below), Seller must, at Seller's sole cost and expense, deliver the following to Buyer:

a. A current 2006 form ALTA title insurance commitment for the Property from Title, in its capacity as an agent for Old Republic National Title Insurance Company (the "Title Commitment"); and

b. A current ALTA/ACSM Land Title survey of the Land prepared by a surveyor registered under the laws of the state in which the Land is located. The survey must be certified to Buyer, Buyer's lender and Title, if any, and the certification language must be reasonably acceptable to Buyer and Title (the "Survey"; collectively with the

Title Commitment, the "Evidence of Title"). The Survey will not depict the easements granted to the owner of the Land in the PUMA.

10. **Examination of Title**. Within ten (10) days of Buyer's receipt of the last item of the Evidence of Title or within ten (10) days of Buyer's discovery of a defect in the marketability of Seller's title to the Property which defect was not reasonably ascertainable from the Evidence of Title, Buyer may give Seller written notice of alleged defect(s) in the marketability of Seller's actual and record title to the Property and request that Seller make Seller's title marketable ("Objections"). The Existing Encumbrances may not serve as a basis for an Objection. Any defects in the marketability of Seller's title to the Property, including but not limited encumbrances of record as of the Effective Date, which Buyer does not object to, in writing, within the time period set forth above, will be deemed Permitted Encumbrances, and Seller may expressly exclude such Permitted Encumbrances from the Limited Warranty Deed described in Section 6(b)(ii). Within ten (10) days of Seller's receipt of Buyer's Objection(s), Seller must notify Buyer, in writing, what actions, if any, Seller will undertake to address each of Buyer's Objections. If Seller notifies Buyer that Seller will attempt to address Buyer's Objections, Seller will have until the date thirty (30) days before the Date of Closing to resolve the Objection so that it no longer constitutes a defect in the marketability of Seller's title. If (i) Seller notifies Buyer that Seller does not intend to take any actions to address one or more of Seller's Objections or that Seller intendeds to take actions that Buyer does not deem to be acceptable, (ii) Seller notifies Buyer that Seller intends to make Seller's title marketable but is unable to do so on or before the date thirty (30) days before the Date of Closing, or (iii) Seller fails to notify Buyer if it intends to make Seller's title marketable within the ten (10) day period provided for above, Buyer must either:

a. terminate this Agreement pursuant to the procedures set forth in Section 18 below;

b. notify Seller that Buyer waives Buyer's Objections. If Buyer waives Buyer's Objections, the matters giving rise to such Objections will be deemed a Permitted Encumbrances and the Parties must fully perform their obligations under this Agreement.

If Buyer does not notify Seller of Buyer's election to terminate this Agreement pursuant to subsection (a) above or waive Buyer's Objections pursuant to subsection (b) above within fifteen (15) days after the earlier of (i) the expiration of the ten (10) day period in which Seller must respond to Buyer's objections, if Seller fails to respond; (ii) Buyer's receipt of Seller's response, if Seller's response is not acceptable to Buyer; or (iii) the date thirty (30) days before the Date of Closing if Seller responds, Seller's response is acceptable to Buyer, but Seller is unable to make Seller's title marketable in a timely manner, this Agreement will automatically terminate, Buyer must deliver an executed and recordable termination of purchase agreement or quit claim deed to the Property to Seller .

11. **Representations, Statutory Disclosures and Covenants of Seller and the City.**

a. Representations of Seller. Seller represents to Buyer that, as of the Effective Date:

i Seller has the legal authority to enter into this Agreement and sell the Property.

ii There are no actions, suits, proceedings or investigations pending or, to Seller's knowledge, threatened against the Property, including, without limitation, (A) condemnation or eminent domain claims, actions or proceedings, or (B) actions to seize any portion of the Property under any civil or criminal law authorizing seizure or forfeiture as a penalty for violation.

iii To the best of Seller's actual knowledge, there are no tenants or other third parties in possession of any portion of the Land.

iv Seller has not entered into any other contracts for the sale of the Property nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of this Agreement.

v To the best of Seller's actual knowledge: there are no Hazardous Substances located on the Property, except as may be disclosed in the Phase I Environmental Site Assessment for Ramsey Town Center, Highway 10 and Ramsey Boulevard, NW, Ramsey, Minnesota dated April 27, 2007 (Delta Project No. 5A0703-198), prepared by Delta Environmental Consultants, Inc. for Minnwest Bank Central, a copy of which Seller has provided to Buyer (the "Environmental Report"); the Property is not subject to any liens or claims by government or regulatory agencies or third parties arising from the release or threatened release of Hazardous Substances in, on or about Property; and, except as may be disclosed in the Environmental Report, the Property has not been used in connection with the generation, disposal, storage, treatment or transportation of Hazardous Substance. For purposes of this Agreement, the term "Hazardous Substance" includes but is not limited to substances defined as "hazardous substances," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., and substances defined as "hazardous wastes," "hazardous substances," "pollutants, or contaminants" as defined in the Minnesota Environmental Response and Liability Act, Minnesota Statutes, §115B.02. The term "hazardous substance" also includes asbestos, polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas useable for fuel (or mixtures of natural gas and synthetic gas).

b. Statutory Disclosures. As required by statute, Seller hereby represents to Buyer that, to the best of Seller's actual knowledge, :

i There are no wells located on the Land.

ii There are no underground or above ground storage tanks of any size or type located on the Land.

iii Sewage is not currently generated at the Property, and there are no abandoned individual sewage treatment systems located on the Land.

iv Methamphetamine production has not occurred on the Land.

c. Covenants of Seller and the City.

i From and after the Effective Date, Seller will not perform any grading or excavation on the Land, will not construct, remove or modify any improvements or landscaping on the Land, without Buyer's consent which consent Buyer may not unreasonable withhold, condition or delay.

ii On or before the Date of Closing Seller will pay, in full, any persons who provide lien labor or materials towards the improvement of the Land at the request of Seller.

iii On or before June 30, 2012, the City must substantially complete the construction of the approximately 200 stall addition (the "Parking Ramp Addition") to the existing municipal parking ramp that is located on Lot 1, Block, 1, RAMSEY TOWN CENTER 5TH ADDITION, Anoka County Minnesota (the "Existing Parking Ramp") that is described on the attached Exhibit A and complete the construction of the improvements to the Parking Ramp and the installation the equipment, described on Exhibit B (the "F & C Parking Improvements") . If the City's completion of construction of the Parking Ramp Addition or the completion of the construction or installation of the F & C Parking Improvements, is delayed as a result of an Unavoidable Delay, as defined in the Development Agreement, the City gives the Buyer notice of the Unavoidable Delay within thirty (30) days after the onset of the Unavoidable Delay and the City uses all commercially reasonable efforts to complete the construction of the Parking Ramp Addition and the construction and installation of the F & C Parking Improvements, as promptly as reasonably possible given the conditions causing the Unavoidable Delay, the completion date for the Parking Ramp Addition and the F & C Parking Improvements will be extend for a period of time equal to the duration of the condition causing the Unavoidable Delay plus a reasonable time

for recovery and restoration following the cessation of such condition. As used herein, the term "Parking Ramp" means the Existing Parking Ramp and the Parking Ramp Addition.

iv Seller will pay any commission or fee due to any agent Seller has engaged or subsequently engages in connection with the transactions described in this Agreement.

For purposes of Sections 11(a) and 11(b), the phrase "Seller's actual knowledge" means the actual knowledge of Mr. Kurt Ulrich, the City Administrator of the City of Ramsey. If, at any time prior to Closing, Seller acquires actual knowledge that a representations set forth in Section 11(a) or 11(b) is no longer accurate in some material respect, Seller will promptly notify Buyer. The representations and covenants set forth above will survive the Closing of this transaction and Seller's delivery of the Limited Warranty Deed to Buyer, but any action by Buyer alleging that (i) one or more of the representations set forth in Section 11(a) or 11(b) was inaccurate, when made; (ii) Seller failed to promptly notify Buyer after Seller acquired actual knowledge that a representation set forth in Sections 11(a) or 11(b) was no longer accurate in some material respect; or (iii) Seller breached one or more of the covenants set forth in Section 11(c), must be commenced within six (6) months after the Date of Closing by filing an action in Anoka County District Court or Buyer will be deemed to have waived any such claims.

12. **Representations and Covenants of Buyer.**

a. Representations of Buyer. Buyer represents to Seller that, as of the Effective Date:

i Buyer is a corporation, duly organized pursuant to and in good standing under the laws of the State of Indiana; and

ii The individual signing this Agreement on behalf of Buyer is fully authorized and empowered to sign this Agreement on Buyer's behalf.

b. Covenants of Buyer.

i Buyer will pay any commission or fee due to any agent Buyer has engaged or subsequently engages in connection with the transactions described in this Agreement;

ii Buyer will use commercially reasonable efforts to apply, in a timely manner, for and to obtain the "Permits" as defined in Section 14(e);

iii Buyer will use commercially reasonable efforts to apply, in a timely manner, for and to obtain the third party financing described in Section 14(f);

iv Buyer will reimburse the City for the cost of the F&C Parking Improvements pursuant to the procedures set forth in this Section 12(b)(iv). At any time after the City has incurred costs in connection with the construction or installation of F&C Parking Improvements, but no more often than once per month, the City may submit to Buyer invoices for costs the City has incurred and evidence that the City has paid those costs. Buyer must pay the City an amount equal to the sum of the submitted, paid invoices the City submits to Buyer, in wire transferred funds, within thirty (30) days of the City's submission of the invoices and evidence of payment; and

v Buyer will cooperate with Seller in Seller's efforts to negotiate sewer access charges payable to the Metropolitan Council in connection with the Project including, but not limited to, providing Seller with information relating to the design and construction of the Minimum Improvements.

If, at any time prior to Closing, Buyer acquires actual knowledge that a representations set forth in Section 12(a) is no longer accurate in some material respect, Seller will promptly notify Seller. The representations and covenants set forth above will survive the Closing of this transaction and Seller's delivery of the Limited Warranty Deed to Buyer, but any action by Seller alleging that (i) one or more of the representations set forth in Section 12(a) was inaccurate, when made; (ii) Buyer failed to promptly notify Seller after Buyer acquired actual knowledge that a representation set forth in Sections 12(a) was no longer accurate in some material respect; or (iii) Buyer breached one or more of the covenants set forth in Section 12(b)(i) – (iii), must be commenced within six (6) months after the Date of Closing by filing an action in Anoka County District Court or Seller will be deemed to have waived any such claims. Any action by Seller alleging that Buyer's breached one or more of the covenants set forth in Section 12(b)(iv) must be commenced within six (6) months after the City's completion of the F & C Parking Improvements or Seller will be deemed to have waived any such claims.

13. **Inspections**. At all times prior to the Date of Closing, Buyer and its agents have the right, upon reasonable notice to Seller, to go upon the Land to inspect the Land and to determine the condition of the Land and the improvements located thereon, including specifically the presence or absence of hazardous substances, petroleum products and asbestos in, on, or about the Land. Buyer agrees to indemnify and defend Seller from and to hold Seller harmless against any and all claims, causes of action or expenses, including attorneys fees, relating to or arising from Buyer's presence on the Land prior to the Date of Closing. Buyer agrees to repair any damage to the Land caused by such inspections and to return the Land to substantially the same condition as existed prior to Buyer's inspection. The obligations of Buyer under this Section 13 survive the termination of this Agreement. Buyer acknowledges that Buyer is purchasing the Land in reliance on Buyer's inspection of the Land pursuant to this Section 13 and on Buyer's judgment regarding the sufficiency of such inspections. Buyer is not relying on any written or oral representations, warranties or statements that Seller or Seller's Agents have made other that the representations of Seller set forth in Section 11.

14. **Buyer's Contingencies.** Buyer's obligations under this Agreement are contingent on:

a. Buyer's determination, in Buyer's sole discretion based on the information and inspections described in Section 14 above and any other information that Buyer deems relevant, that the geotechnical and environmental condition of the Land is acceptable to Buyer;

b. Buyer's determination, in Buyer's reasonable discretion, that the terms of the amendment to the PUMA that Seller and the City prepare pursuant to Section 3 is acceptable to Buyer;

c. Buyer's determination, in Buyer's reasonable discretion, that the terms of any private declaration of covenants, restrictions and easements that will constitute a Permitted Encumbrance pursuant to Section 6(b)(ii)(G) are acceptable to Buyer;

d. Buyer's determination, in Buyer's reasonable discretion, that the terms of any special service district ordinance that the City adopts before the Date of Closing in accordance with Minnesota Statutes Chapter 428A and that will constitute a Permitted Encumbrance pursuant to Section 6(b)(ii)(H) are acceptable to Buyer;

e. Buyer's acquisition of any rezoning, subdivision or other governmental approvals, variances, conditional use permits, or other federal, state or local approvals or permits necessary for Buyer's construction of Minimum Improvements, as defined in the Development Agreement, on the Land .(collectively, the "Permits"); and

f. Buyer's acquisition of third party financing, which phrase includes the financing the City Loan the City is providing pursuant to the terms of the Development Agreement, to finance not less than 65% of Buyer's estimated cost of developine and constructing the Project.

g. Buyer's determination, in Buyer's reasonable discretion, that Seller will secure a stop on the North Star Commuter Rail Line and complete construction of a rail stop and station on or before July 1, 2012.

Buyer may exercise the contingency described in subsection (a) and terminate this Agreement pursuant to Section 18 on or before December 31, 2010. Buyer may exercise the contingency described in subsection (b) and terminate this Agreement pursuant to Section 18 on or before the date ten (10) business days after the date Seller or the City delivers the proposed amendment to the PUMA to Buyer for review. Buyer may exercise the contingency described in subsection (c) and terminate this Agreement pursuant to Section 18 on or before the date ten (10) business days after the date Seller or the City delivers the proposed private declaration to Buyer for review. Buyer may exercise the contingency described in subsection (d) and terminate this Agreement pursuant to Section 18 on or before the date ten (10) business days after the date Seller or the City delivers the proposed special service district ordinance to Buyer for review. Buyer may exercise the contingency described in subsection (e) and terminate this Agreement pursuant to Section 18 on or before March 31, 2011. Buyer may exercise the contingency described in subsection (f) and terminate this Agreement pursuant to Section 18 on or before April 15, 2011.

Buyer may exercise the contingency described in subsection (g) and terminate this Agreement pursuant to Section 18 on or before January 14, 2011. If Buyer does not exercise a contingency by giving Seller notice in accordance with Sections 18 on or before the date set forth above for the exercise of that contingency, that contingency terminates and Buyer may no longer terminate this Agreement based upon that contingency.

15. **Seller's and the City's Contingencies.** Seller's and the City's obligations under this Agreement are contingent on:

a. Buyer's providing Seller with evidence, reasonably acceptable to Seller, that Buyer has obtained all Permits necessary for the construction of the Minimum Improvements, as defined in the Development Agreement; and

b. Buyer's providing Seller with evidence, reasonably acceptable to Seller, that Buyer has obtained third party financing, which phrase includes the financing the City is providing pursuant to the terms of the Development Agreement, to finance 65% of Buyer's estimated cost of developing and constructing the Project.

c. Seller's determination, in Seller's reasonable discretion, that Seller will secure a stop on the North Star Commuter Rail Line and complete construction of a rail stop and station on or before July 1, 2012.

Seller may exercise the contingency described in subsection (a) and terminate this Agreement pursuant to Section 18 on or before April 25, 2011. Seller may exercise the contingency described in subsection (b) and terminate this Agreement pursuant to Section 18 on or before the Date of Closing. Seller may exercise the contingency described in subsection (c) and terminate this Agreement pursuant to Section 18 on or before January 14, 2011.

16. **Condemnation.** If a public or private entity with the power of eminent domain commences condemnation proceedings against all of any part of the Property, Seller must immediately notify Buyer, and either Seller or Buyer may, at Buyer's sole option, terminate this Agreement pursuant to Section 1 below. The Parties will have twenty (20) days from the effective date of Seller's notice to Buyer to exercise their termination right. If neither Party terminates this Agreement within said twenty (20) day period, the Parties must fully perform their obligations under this Agreement, with no reduction in the Purchase Price, and Seller must assign to Buyer, on the Date of Closing, all of Seller's right, title and interest in any award made or to be made in the condemnation proceedings. Seller may not designate counsel, appear or otherwise act with respect to any such condemnation proceedings without Buyer's prior written consent unless Buyer fails to respond within seven (7) days to a request for such written consent.

17. **Default.** If either Party defaults in the performance of any of the Party's obligations under this Agreement, the non-defaulting Party may, after written notice to the defaulting Party, suspend performance of its obligations under this Agreement, and the rights of the non-defaulting Party are as follows:

a. Buyer's Default. If Buyer defaults in the performance of any of Buyer's obligations under this Agreement or if one or more of the representations of Buyer in Section 12 is inaccurate as of the Effective Date, Seller and the City have the right to:

i Seller may terminate this Agreement pursuant to Minnesota Statutes, Section 559.21

ii Seller and the City may commence an action in a court of competent jurisdiction seeking a judgment terminating this Agreement and awarding damages to Seller. In any such action for damages, Seller's and the City's damages shall be limited to the recovery of amounts spent by Seller and the City in the planning, consideration, negotiation and documentation of this transaction and in the exercise of Seller's rights and the performance of Seller's obligations under this Agreement. In any such action, Seller may also recover Seller's reasonable attorneys' fees and costs; or

iii initiate a civil action to compel Buyer's specific performance of Buyer's obligations under this Agreement provided that Seller commences the action within three (3) months of the date of Buyer's default. In any such action for specific performance, Seller may also recover Seller's attorneys fees and costs.

The remedies set forth in this Section 17(a) are Seller's and the City's sole and exclusive remedies in the event of Buyer's default or a misrepresentation by Buyer.

b. Seller's Default. If Seller defaults in the performance of any of Seller's obligations under this Agreement, Buyer may:

i terminate this Agreement pursuant to Section 18, below,

ii commence an action in a court of competent jurisdiction seeking a judgment terminating this Agreement and awarding damages to Buyer. In any such action for damages, Buyer's damages shall be limited to the recovery of amounts spent by Buyer in the planning, consideration, negotiation and documentation of this transaction and in the exercise of Buyer's rights and the performance of Seller's obligations under this Agreement. In any such action, Buyer may also recover Buyer's reasonable attorneys' fees and costs;; or

iii initiate a civil action to compel Seller's and the City's specific performance of their Obligations under this Agreement provided that Buyer commences such action within three (3) months of the date of the default. In any such action for specific performance, Buyer may also recover Buyer's attorneys fees and costs.

The remedies set forth in this Section 17(b) are Buyer's sole and exclusive remedies in the event of Seller's.

18. **Termination of this Agreement.** Sections 10, 12, 14, 16 and 17(b)(allow Buyer to terminate this Agreement under certain conditions. Sections 15 and 16 of this Agreement

allows Seller to terminate this Agreement under certain conditions. The following procedures govern the Parties exercise of their termination rights (except that Seller's termination of this Agreement pursuant to Section 17(a) is governed by Minnesota Statutes Section 559.21 and not by this Section 18):

a. A Party intending to terminate this Agreement pursuant to one of the above-referenced Sections (the "Terminating Party") must notify the non-terminating Party (the "Non-Terminating Party"), in writing and in accordance with Section 21, of the Terminating Party's intent to terminate this Agreement.

b. The Terminating Party's notice must recite the Section of this Agreement that authorizes the Terminating Party's termination of this Agreement and must describe the facts and circumstances which the Terminating Party asserts justify termination under the referenced Section.

c. The Terminating Party's notice of termination will be effective as of the date the Terminating Party deposits the notice of termination with the United States Postal Service, with all necessary postage paid, for delivery to the Non-Terminating Party via certified mail, return receipt requested at the address set forth in Section 21. If the Terminating Party delivers a notice of termination in a different manner than described in the preceding sentence, the notice of termination will be effective as of the date the Non-Terminating Party actually receives the notice of termination. The Terminating Party must also mail a copy of the notice of termination to the Parties respective attorneys as provided for in Section 21 below.

d. If the Non-Terminating Party disputes the Terminating Party's right to terminate this Agreement, the Non-Terminating Party must so notify the Terminating Party, in writing, within five (5) business days of the Non-Terminating Party's receipt of the Terminating Party's notice of termination.

e. If the Non-Terminating Party does not dispute the Terminating Party's right to terminate the Agreement, Buyer must execute and delivery to Seller a recordable termination of this Agreement or quit claim deed conveying the Property to Seller.

f. If the Parties dispute the validity of an attempted termination of this Agreement, either Party may initiate a civil action in a court of competent jurisdiction to determine the status of this Agreement, and the Party that prevails in any such action is entitled to recover the costs and reasonable attorneys' fees which such Party incurs in the action from the non-prevailing Party.

19. **Survival.** The representations, warranties, covenants, agreements and indemnities set forth in this Agreement will remain operative and will survive Closing and the execution and delivery of the deed and will not be merged therein.

20. **Assignment.** The terms and conditions hereof are hereby made binding on the successors and assigns of both parties hereto. However, Buyer may not assign Buyer's rights or obligations under this Agreement to any third party without Seller's consent which consent Seller may grant or withhold in Seller's sole and absolute discretion. Notwithstanding the foregoing,

Buyer may assign Buyer's rights and obligations under this Agreement to a limited liability company or other entity that Buyer controls or that Buyer's members control, subject to Seller's consent which consent Seller may not unreasonably withhold. Such an assignment will not relieve Buyer from liability for a default in the performance of Buyer's obligations under this Agreement.

21. **Notice.** Any notice to be given or served upon any party hereto in connection with this Agreement must be in writing, and delivered to the other parties (i) in person; (ii) by facsimile transmission (with confirmation of transmission available upon request from the non-sending party); (iii) by a nationally recognized overnight delivery service; or (iv) by certified mail, return receipt requested. If notice is given in person or via facsimile transmission, notice is deemed to have been given when personal delivery was received by the party or when the facsimile transmission was transmitted. If notice is given by a nationally recognized overnight delivery service, notice is deemed to have been given the day following delivery to the delivery service of such notice. If notice is given by certified mail, notice is deemed to have been given three (3) days after a certified letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail. Notices should be sent to the parties at the following addresses:

To Seller or the City: The City of Ramsey, Minnesota
Ramsey Municipal Center
7550 Sunwood Drive
Ramsey, Minnesota 55303
Attention: City Administrator

With a copy to: Thomas L. Bray
Briggs and Morgan, P.A.
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2157
Telephone: (612) 977-8650
Fax: (612) 977-8288
E-Mail: tbray@briggs.com

To Buyer: F&C Ramsey, LLC
8900 Keystone Crossing #1200
Indianapolis, IN 46240
Attn: David M. Flaherty
Telephone: (317) 816-9300
Fax: (317) 816-9301
E-Mail: dflaherty@flahertycollins.com

With a copy to: Barnes & Thornburg
11 S. Meridian St.
Indianapolis, IN 46204
Attn: Stephen Lee
Telephone: (317) 231-7200

Fax: (317) 231-7433
E-mail: stephen.lee@BTLaw.com

22. **Miscellaneous.**

a. Entire Agreement. This Agreement the Development Agreement and the other Agreements referenced in the Development Agreement embody the entire agreement between the Parties and cannot be varied, except by the written agreement of the parties. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties other than the Development Agreement.

b. Attorneys' Fees; Costs; Venue. If any legal action is commenced by any party to enforce any provision of this Agreement, the losing party will pay to the prevailing party all actual expenses, including reasonable costs and attorney's fees, incurred by the prevailing party. The prevailing party is the party who receives substantially the relief sought, whether by judgment, summary judgment, dismissal, settlement or otherwise. Venue is proper in the county in which the Property is located.

c. Counterparts. This Agreement may be executed in several original counterparts, each of which and all together will constitute this Agreement in its entirety. A counterpart of this Agreement or any amendment thereto executed by a party and delivered to the other party via telecopier will be construed as a legally binding signature. Without delay, the sending party should deliver an original, signed counterpart to the other party.

d. Headings. The headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation hereof.

e. Exhibits. The Exhibits attached to this Agreement are incorporated into and are a part of this Agreement.

f. Dates. Time is of the essence with respect to this Agreement. If the final day of a period or date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of performance will be deemed to fall on the next day that is not a Saturday, Sunday or legal holiday.

g. Enforceability. If any provision of this Agreement is adjudged to be invalid or unenforceable by a court of competent jurisdiction, this Agreement should be construed as if such invalid or unenforceable provision had not been inserted herein and should not affect the validity or enforceability of the remainder of this Agreement.

h. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns. Furthermore, nothing in this Agreement is intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over or against any party to this Agreement.

i. No Partnership. Nothing contained herein and no act by Buyer or Seller in the performances of, or in any way related to, this Agreement should be construed to create or evidence in any manner any employment, partnership, agency or joint venture relationship between the parties hereto. Buyer and Seller represent and acknowledge that it is their mutual intention that the sole relationship created between them by this Agreement is that of vendor and purchaser.

j. Construction. All of the parties to this Agreement have participated freely in the negotiations and preparation hereof. Accordingly, this Agreement should not be construed more strictly against any one of the parties.

k. Waiver. Failure of either Buyer or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, will not constitute a waiver of Buyer's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

l. Choice of Law. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

[The remainder of this page is intentionally left blank.]

SELLER:

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA, A PUBLIC BODY POLITIC AND CORPORATE UNDER THE LAWS OF THE STATE OF MINNESOTA

By: _____
Its: _____

By: _____
Its: _____

Signature Date: _____

(Separate Signature Page to Purchase Agreement)

CITY

THE CITY OF RAMSEY, MINNESOTA, A HOME RULE CHARTER CITY ORGANIZED AND EXISTING UNDER THE CONSTITUTION AND THE LAWS OF THE STATE OF MINNESOTA

By: _____
Its: Mayor

By: _____
Its: City Clerk

Signature Date: _____

(Separate Signature Page to Purchase Agreement)

BUYER:

F & C RAMSEY, LLC

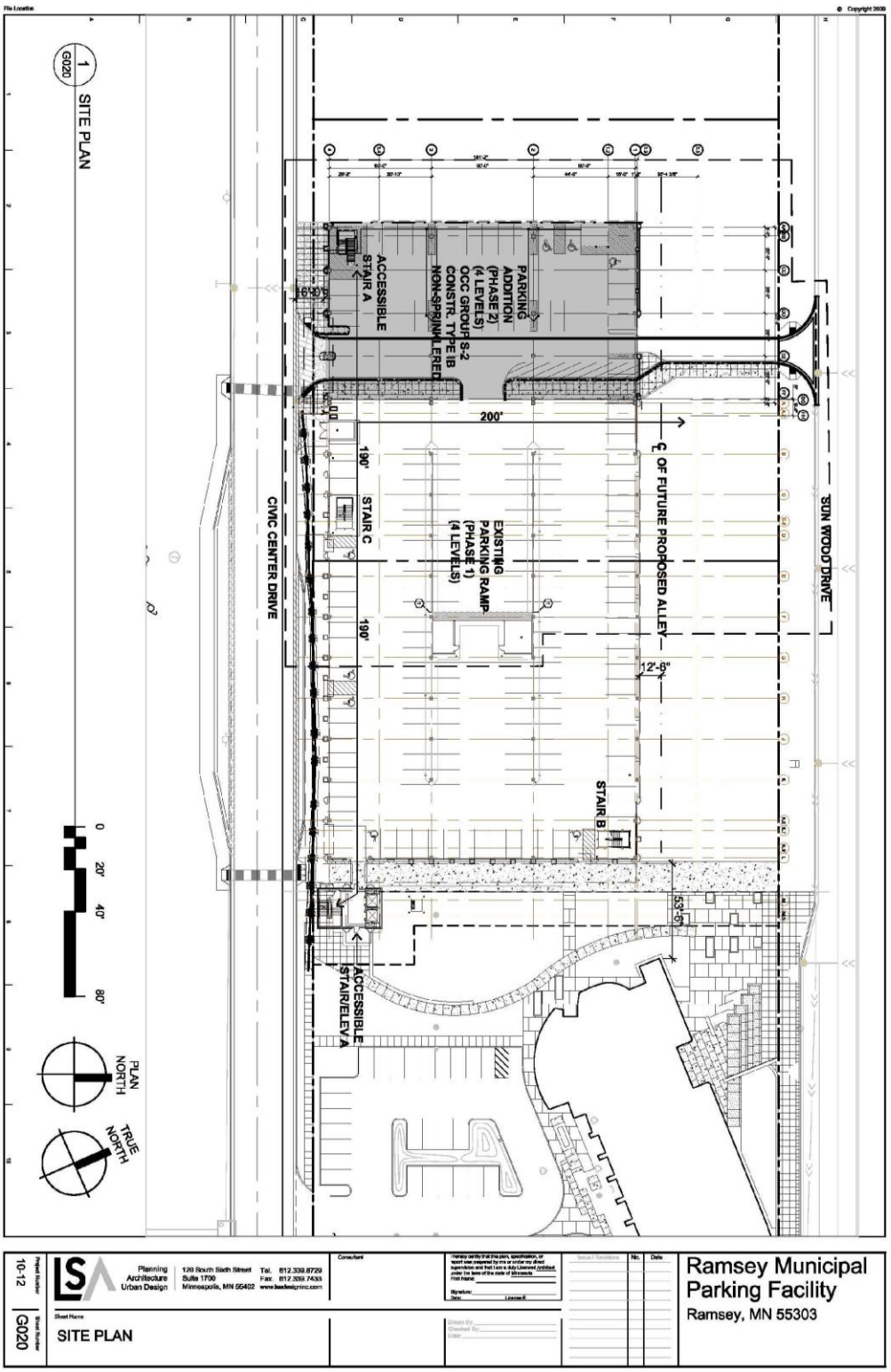
By: _____
Its: _____

Signature Date: _____

(Separate Signature Page to Purchase Agreement)

EXHIBIT A

(Parking Ramp Addition)



2707737v5
11/18/10

EXHIBIT B

(F&C Parking Improvements)
Way finding and stall designation signage

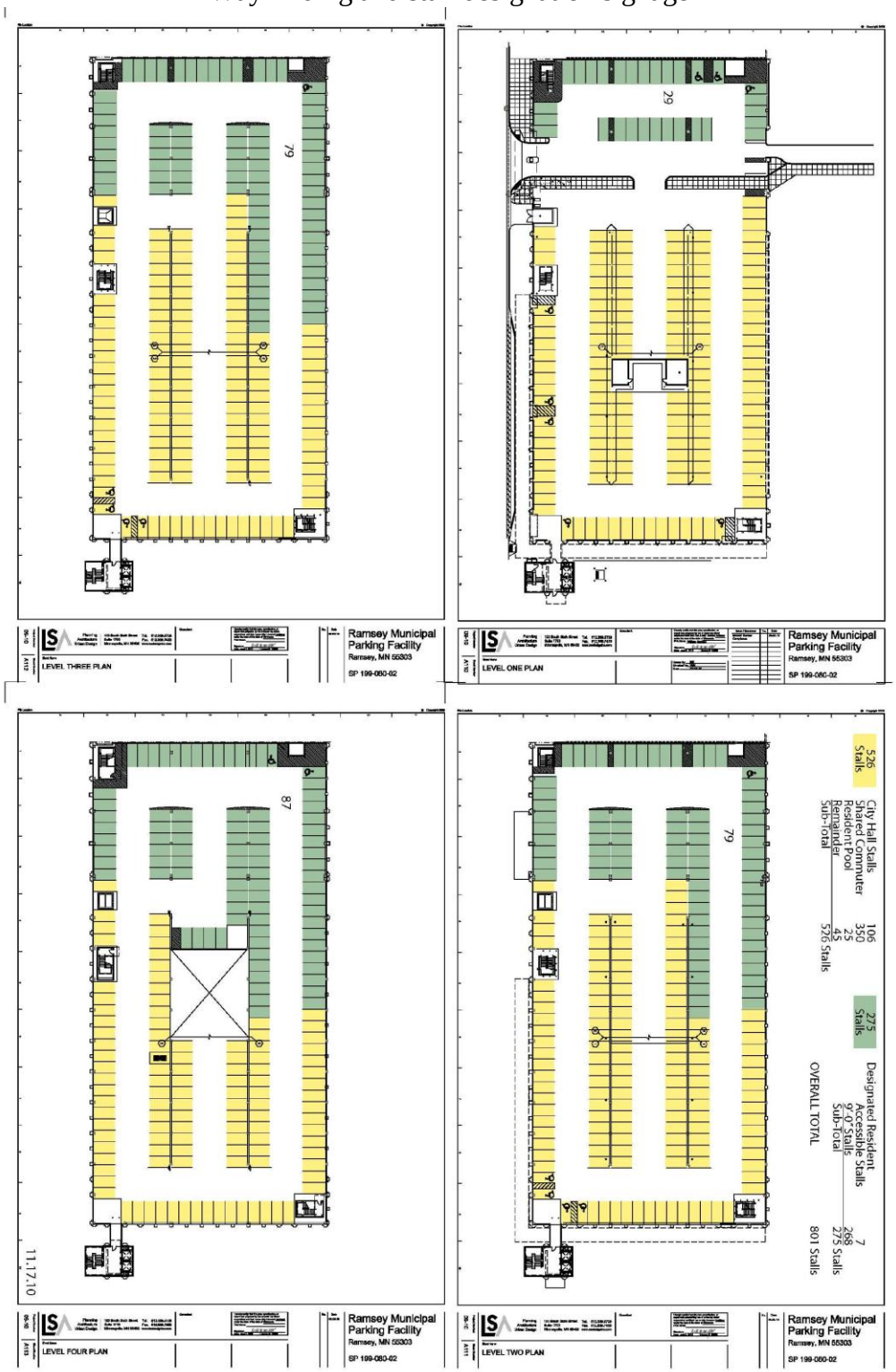


EXHIBIT C

(Depiction of the F & C Exclusive Easement Area)

CC Regular Session **Item #: 7. 5.**

Date: 11/23/2010

By: Darren Lazan
Community Development

Information

Title:

Consider Development Agreement for The Residence at The COR - LOT 3, BLOCK 1, COR ONE

Background:

The development team has been working with Flaherty and Collins, LLC of Indianapolis, Indiana since October of 2009.

Flaherty and Collins is interested in developing transit oriented, upscale apartments in The COR adjacent to and utilizing the existing parking structure.

In late April, Flaherty and Collins delivered an LOI which was considered by the team, summarized, and presented to the HRA on April 23rd, 2010, and again on October 19, 2010 where there was considerable discussion. Direction was given by the HRA at the October 19th meeting to continue negotiations with the developer and prepare the formal documents for consideration by both the City Council and the HRA. We have continued to work with the developer to structure an agreement around those deal points.

Observations:

Attached for your consideration as the City Council tonight is the Purchase Agreement, one of several components of the contract documents.

Also attached to this case:

- A summary of all documents, and when we anticipate those coming forward for various approvals by both the HRA and the City Council.
- Memo from Ehlers , the HRA's financial consultant on this project.

In the Development Agreement the City represents and warrants that it has the power to execute the Development Agreement and perform its obligations under the Development Agreement and that the contemplated development conforms with the City's Development Program for Development District No. 1. If the City approves the creation of the new TIF District and adopts an appropriate TIF Plan, the City must pay to F & C Ramsey, LLC ("F & C") up to $2,000,000.00 of Tax Increments together with interest thereon on a "pay as you go" basis pursuant to the TIF Note attached as Exhibit B. The City is also obligated to lend F & C up to $1,420,000.00 pursuant to the terms of the City Loan Agreement and the City Note attached as Exhibits C and D. F & C may use the proceeds of the City Loan to pay hard and soft costs associated with the development of the Project. The City is not obligated to disburse the proceeds of the City Loan until F & C has commenced construction of the Project and spent at least $1,300,000 of equity on the Project. Lastly, the City is obligated to install way finding and stall designation signage in the parking ramp addition for the benefit of F & C.

F & C represents and warrants to the City (and the HRA) that F & C would not undertake the Project and that the Project would not be economically feasible without the assistance provided in the Development Agreement. F & C agrees to purchase the Development Property pursuant to the terms of the Purchase Agreement. F & C agrees to submit construction plans for the Project (a 216 unit, four story luxury apartment building consisting of 16 townhome style rental units and 200 apartment units) to the City for approval, although the City's approval rights for purposes of the Development Agreement are limited. Developer must substantially complete construction of the Project on or before June 30, 2013, subject to delays resulting from force majeure. F & C must make annual payments on the City Loan out of the Project's net cash flow, must make additional payments if F & C refinances its loans and receives cash back and must repay the loan in full on the earlier of April 1, 2029 or the date F & C sells the Project to a non-affiliated entity. Absent a default, interest does not accrue on the City loan until April 1, 2024, but the City will receive, in lieu of interest, a one-time fee of $120,000. After April 1, 2024, interest accrues at 6.25% per annum. If F & C defaults, interest accrues at the rate of 12% per annum. As security for the repayment of the loan, F & C must provide a guaranty from Flaherty & Collins Construction, Inc. F & C must reimburse the City for the cost of the way finding and stall designation signage the City installs in the parking ramp addition. The Development Agreement obligates F & C to execute an Assessment Agreement that establishes a minimum value for the Project for purposes of real estate taxation. If F & C defaults, the City may terminate the Development Agreement, terminate the Loan Agreement, declare a default under the Loan Agreement, cancel and terminate the TIF Note and exercise any other legal or equitable rights or remedies. Because a portion of the Project is not being used for housing and the pro rata share of the subsidies provided by the City in the Development Agreement plus the potential subsidy provided by the HRA relating to F & C's ability to lease the commercial space exceed $150,000, F & C must also enter into a business subsidy agreement which will be incorporated into the Development Agreement.

All parties obligations under the Development Agreement are subject to each parties performance of its obligations under the Purchase Agreement and if the Purchase Agreement is terminated for any reason, the Development Agreement terminates.

Recommendation:

Staff Recommends the City Council approve the Development Agreement.

Council Action:

Approve Development Agreement.

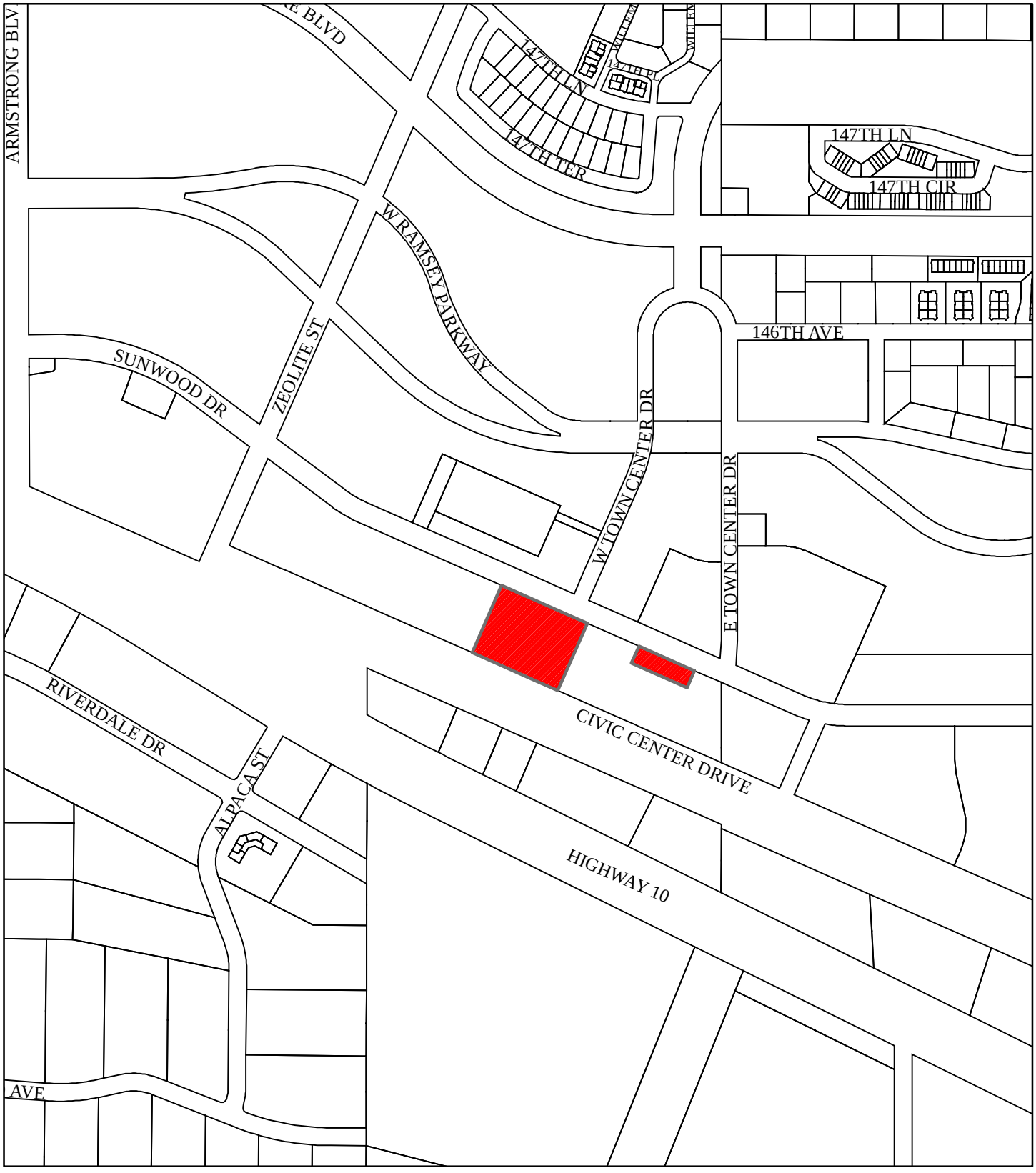
Attachments

Location Map
Residence Plans
Meeting Schedule
Ehlers Memo
Development Agreement
Certificate of Completion
Loan Agreement
Promissory Note
Guaranty
Assessment Agreement

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	11/18/2010 04:12 PM

Form Started By: Darren Lazan Started On: 11/18/2010 11:55 AM
Final Approval Date: 11/18/2010



City of RAMSEY

The Residence at The COR

Legend

Site

Parcels

0 650 1,300 Feet



THE residence

The residence at the COR - Graphic Site Plan

11.04.2010

LANDFORM From Site to Finish

URBANWORKS ARCHITECTURE

FLAHERTY & COLLINS Properties

THE COR RAMSEY, MINNESOTA

THE residence



Exterior concept image

Front elevation



LANDFORM
From Site to Finish

URBANWORKS ARCHITECTURE

FLAHERTY & COLLINS Properties

The residence at the COR - Exterior Concept

11.04.2010

THE COR
RAMSEY, MINNESOTA

Approval Matrix

Residence at The COR and Suite Living

Denotes Public Hearing

Item	Public Hearing Notice Due	Published	Regular 11/23/10	Regular 12/14/10	WS 1/4/11	Regular 1/11/11	WS 1/18/18
			Meeting Dates				
Approve Purchase Agreement - FC			CC				
Approve Purchase Agreement - FC	12/1/10	12/3/10		HRA			
Approve Purchase Agreement - Toti	12/1/10	12/3/10		HRA			
Development Agreement - FC			CC				
Development Agreement - FC				HRA			
TIF Dist 1 and 2 Revised Spending Plan	12/1/10	12/3/10		CC			
New TIF District Approval	12/1/10	12/3/10		CC			
Rent Subsidy Agreement				HRA			
Inter-fund Loan Agtreement New District to fund Admin				HRA/CC			
Inter-fund Loan Agtreement Development Fees				HRA/CC			
Inter-fund Loan Agtreement Development Loan				HRA/CC			
Development Management Fees				HRA			
Preliminary Site Plan Approval - FC			CC				
Preliminary Site Plan Approval - Toti			CC				
Preliminary Plat Approval - COR ONE			CC				
Final Site Plan Approval - FC				CC			
Final Site Plan Approval - Toti				CC			
Final PlatApproval - COR ONE				CC			
SSD Draft Ordinance				CC			
SSD Petition				CC/HRA			
SSD Ordinance							
PUMA Draft Ordinance				CC			
Parking Plan Draft				CC			
Adopt PUMA Revisions						CC	
Adopt Parking Plan						CC	

Memo

To: Kurt Ulrich – City Administrator

From: Stacie Kvilvang

Date: November 23, 2010

Subject: COR Apartments - Development Proposal and Terms of Development Agreement and Other Obligations

---

Flaherty & Collins has submitted their concept for development of the COR Apartments which will consist of approximately 216 market rate apartments, 14 market rate, rental town homes and approximately 3,000 sq/ft of retail.

Based upon the above referenced development program, following is a listing of the proposed business terms for the Development Agreement and other obligations:

1. **General**
   a. Developer. The Developer is F & C Ramsey, LLC, an Indiana limited liability company, which is a single asset entity.

2. **Purchase Agreement**

   a. General. The HRA currently owns the land and a Purchase Agreement between them and the Developer will be executed contemporaneously with the execution of the Development Agreement. The HRA's obligation to sell is contingent upon the Developer providing the HRA with reasonable acceptable evidence that they have obtained all necessary governmental approvals to build the project and have obtained financing sufficient to finance 65% of the construction costs. The Developer is obligated to purchase Lot 3, Block 1, COR ONE, for a purchase price of $250,000 and is contingent upon their determination, on or before December 31, 2010, that the condition of the property is acceptable to them and that various other conditions outlined in the various agreements have been met (amendment to parking agreement, special service district ordinance, obtaining permits to construct the project, obtaining financing and securing of a rail stop). Currently it is anticipated that the closing will be completed by April 29, 2011. The HRA's obligation to sell is also contingent upon the HRA's determination, on or before January 14, 2011, that the City will secure a stop on the North Star Commuter Rail Line and construct a stop and station on or before July 1, 2012.

   b. Right of Reverter. The HRA has the authority to commence an action in court seeking an order that re-vests title of the property to the HRA and grants the HRA immediate possession of the property if the Developer fails to substantially complete construction on or before June 30, 2013, or if the construction lender commences proceedings to foreclose the construction loan prior to Developer's substantial completion of the project. The HRA agrees that the it will subject its interest in the property to the lien of any construction loan provided that the construction lender acknowledges in writing that if they foreclose and the HRA obtains a court order re-vesting title to them, the HRA shall be entitled to redeem the property/project from foreclosure.

EHLERS
LEADERS IN PUBLIC FINANCE

3060 Centre Pointe Drive
Roseville, MN 55113-1105
Phone: 651-697-8506
Fax: 651-697-8555
skvilvang@ehlers-inc.com

c. City Obligations. The City must substantially complete construction of an approximately 200 stall addition to the existing parking ramp on or before June 30, 2012, for which the City has a 3.5 million dollar CMAQ grant as a funding source. The construction of these additional stalls will allow for the allocation of 350 stalls for transit use over the entire parking structure. The City must record an Amendment to the Parking Improvement Use and Maintenance Agreement that grants the Developer an exclusive easement to use 275 stalls in the expanded parking ramp, gives them a non-exclusive easement to use other parking spaces in the expanded parking ramp and allocates 25 spaces in the portion of the expanded parking ramp that is not subject to their exclusive easement to for purposes of proof of parking. In addition, the City must purchase and install way finding and stall designation signage in the parking ramp which the Developer is required to reimburse the City.

d. Public Hearing. The HRA is required to have a public hearing on the sale of the land, which public hearing is scheduled for December 14, 2010.

e. Relationship Between the Development Agreement and the Purchase Agreement. In an event of a conflict between terms of the two agreements, the Development Agreement prevails. If the HRA or the Developer terminates the Purchase Agreement, the Development Agreement automatically terminates and only some terms may survive the termination. Likewise, if the City, HRA or Developer terminates the Development Agreement, the Purchase Agreement automatically terminates with the exception of provisions that state they survive termination.

3. Construction of Minimum Improvements

a. Minimum Improvements. The Developer is required to construct a market rate rental project consisting of approximately 216 apartments and 14 town homes, along with approximately 3,000 sq/ft of commercial space.

b. Submission of Plans. The Developer must submit plans for review and approval on or before April 1, 2011.

c. Commencement and Completion of Construction. The Developer shall commence construction of the project by June 30, 2011 and substantially complete the project by June 30, 2013 (eligible to receive a Certificate of Occupancy). If unavoidable delays arise that affect either commencing or completing construction, the Developer is required to give the City and HRA notice within 30 days of the unavoidable delay.

4. **Tax Increment**

a. Creation of a TIF District. The City will be required to create TIF District No. 14 on or before February 1, 2011 (a public hearing on the establishment of the TIF district has been set for December 14, 2010). This will be a Redevelopment District as defined by the special legislation approved by the City. It is anticipated that the first increment will be received in 2013 for this project, thus the district will terminate on December 31, 2038 (26 years).

b. Termination Right if TIF District Not Established. If the City doesn't establish the TIF district by February 1, 2011, the Developer may terminate the Development Agreement upon written notice to the City and HRA. If the City creates the TIF district after this date, but before the Developer exercises their termination right, they can no longer terminate the Development Agreement for this reason.

c. Minimum Assessment Agreement. The Developer will be required to enter into a Minimum Assessment Agreement with the City and County for a minimum value of $9,710,000 as of January 2, 2012, $19,420,000 as of January 2, 2013 (Note: the minimum assessment amounts are subject to review and approval by the County Assessor). These minimum values were utilized to determine the size of the TIF Note. The County Assessor will determine the actual value, however at no time will Developer be able to contest the assessed valuation of the property below the above referenced amount. If the value is higher than the required minimum assessment amount and the Developer contests the value, they are required to provide 30 day notice to the City. The City will then make TIF payments based solely upon the minimum assessed value until such time the tax petition is resolved. This agreement will remain in place until the TIF Note is paid in full or the district is terminated, whichever is earlier.

d. Base Valuation. Since the property is currently exempt from property taxes, the County Assessor will be required to assign a value to the property. The Developer will not have the right to contest this valuation. For purposes of TIF estimates for this project, the base value was set at $1,840,000 per discussions with the County Assessor. If this is the final base valuation set by the County Assessor, this will equate to approximately $9,200 in annual taxes to the City's General Fund.

e. Amount of Increment: Based upon the assumptions for base value of the existing land and the value of the development stated in the Minimum Assessment Agreement, it is estimated that the development will generate approximately $2 million in present value tax increment at a 6.25% rate.

NOTE: THE ACTUAL AMOUNT OF INCREMENT THAT WILL BE GENERATED WILL DEPEND UPON THE BASE VALUE ESTABLISHED BY THE COUNTY ASSESSOR, VALUATION OF THE DEVELOPMENT DETERMINED BY THE COUNTY ASSESSOR AND CURRENT TAX RATES.

f. Eligible Reimbursement Costs. The Developer will be reimbursed for the lesser of $2 million or the actual costs associated with the following:

General Conditions, removal of top soil, fill, utilities, grading, foundations, fire separation from parking ramp, parking lot and curb, sidewalk, lighting, landscaping, irrigation, pool improvements, permit and plan review fees and contractor fee (full detailed list in Exhibit J).

g. Fiscal Disparities. The City Council will need to make a determination if fiscal disparities will be paid inside or outside of the District. The Council is currently reviewing this information and will make that determination at a future date (prior to the public hearing on establishment of the TIF District).

h. Administration Expense Allocation. Currently all TIF calculations show the first 15% of the tax increment being available to the City/HRA to pay for administration or other qualified expenditures within the TIF District (approximately $32,600 annually).

i. TIF Note. The Developer will finance the eligible reimbursement costs up front and will receive tax increment on a Pay-As-You-Go (PAYGO) basis. This means that as they pay their taxes, they will receive a portion of their tax dollars back (approximately $.73 on the dollar). The TIF note is being paid at a 6.25% PAYGO rate, which is based upon their anticipated financing rate. The TIF Note will be issued to the Developer after certification of eligible reimbursement costs to the City/HRA.

j. Business Subsidy Requirements. Housing development is exempt from Business Subsidy requirements. However, since the project does consist of some retail/commercial space and the amount of assistance being provided to that portion exceeds $150,000, the HRA is required to follow the City's Business Subsidy criteria and is required to hold a public hearing on the terms and conditions of the subsidy (hearing is set for December 14, 2010). The City's business subsidy policy requires any development receiving a subsidy create at least one (1) full time equivalent job (including construction jobs) paying at least 70% of the most recent median wage figure for the Twin City 7 County Metro County as published by the Minnesota Department of Employment and Economic Development or such greater amount as the City may require for a specific project. The City/HRA can deviate from its policy of job creation (number and wage). Since creation or retention of jobs is not the primary goal for this particular development but rather for the provision of market rate housing adjacent to the rail station, it is recommended that the wage and job goals be set at zero, after the public hearing.

2. City Loan

a. Loan Amount. The City is providing the Developer a loan for $1.3 million to assist in the financing of the development to assure it moves forward in a timely fashion. The funds will be advanced from the City's TIF District #1. The Developer is not obligated to pay interest on this loan, but rather will pay the City a fee of $120,000 (total repayment of $1,420,000).

b. Loan Repayment. The loan will be repaid to the City from 20% of the annual cash flow generated from the project and/or 20% of the proceeds received from a sale or refinancing of the development. Beginning on April 1, 2014, the Developer is required to have its accountants prepare operating financial statements to determine the amount of cash flow for the project. To the extent there is available cash flow, 20% will be paid to the City and applied to payment on the City Loan (the remaining 80% will be paid to the equity investors). Based upon current projections, it is estimated that the loan would be repaid within ten (10) years. If the loan is not paid prior to 2024 (10 years), simple interest at a rate of 6.25% will accrue on the unpaid balance from April 1 2024, until the loan is paid in full. If at any time the Developer defaults in timely payment of the loan and the City provides the Developer notice and the Developer does not cure the default within ten (10) days, the unpaid balance will accrue at a twelve (12) percent rate until such time the default is cured.

c. Loan Guaranty. Flaherty & Collins Construction Inc. is providing a corporate guarantee for the loan. To the extent there is inadequate cash flow from the project to repay the loan, Flaherty & Collins Construction Inc. will be required to make the payments.

d. Spending Plan. In order to provide the loan to the Developer, the City is required to develop a Spending Plan and hold a public hearing on the Plan in accordance with legislation that was approved in 2010. If the City does not hold the public hearing and/or adopt the Spending Plan on or before February 1, 2011, the Developer may terminate the Development Agreement. If the City holds the public hearing and approves the Spending Plan after this date, but before the Developer exercises their termination right, they can no longer terminate the Development Agreement for this reason. The public hearing on the Spending Plan is scheduled for December 14, 2010.

e. Limitations on Disbursement. The City is not required to disburse any proceeds to the Developer if they do not commence construction by June 30, 2011 (loan agreement terminates). The City will only pay out proceeds of the loan to the Developer after they have actually incurred the costs and submitted proof of payment. The Developer will not be reimbursed for eligible costs that are reimbursed by the $2 million PAYGO TIF Note or for costs that are not expended by December 31, 2011.

3. Miscellaneous.

a. Payment of Administrative Expenses. Costs associated with the creation of TIF District #14, Spending Plan for TIF District 1 and 2, all agreements related to this development and the administrative fee paid to Landform, will be paid from TIF District #1 and #2. The HRA and City will set up an interfund loan for an amount not to exceed $500,000 from this TIF District and will repay itself from TIF generated from TIF District #14, when such increment is available. The interfund loan will carry an interest rate of four (4) percent.

b. Development Fees. Since the HRA currently owns the property, they are required to pay the various fees associated with platting the property. These fees are currently estimated to be approximately $2,443,200. The HRA will be setting up an interfund loan from TIF District 2 to pay for these fees. TIF District 2 will be repaid from TIF generated from various projects within the new TIF District.

c. Assistance For Commercial Space. If after twelve (12) months from receiving the Certificate of Occupancy for the commercial space the Developer has not been able to lease all or a portion of the space to a third party, the HRA will provide assistance to the Developer. The HRA will provide the Developer up to $16 sq/ft annually, for up to a three year period, for space that has not been leased by a third party (up to $144,000 maximum).

d. Contingency For Rail Stop. At any time on or before January 15, 2011, the City or Developer may terminate the development agreement by written notice if they are not comfortable that the City will secure a North Star Commuter Rail Stop and complete construction of the Rail Stop on or before July 1, 2012.

e. Sale or Assignment. The Developer is precluded from selling its development rights to the project or the property, development agreement or TIF Note prior to issuance of a Certificate of Occupancy (CO)

on the project. The Developer can only sell or transfer its rights upon written approval from the City, which approval can be granted, withheld or conditioned solely at the City's discretion.

f. Events of Default. The following issues constitute an event of default:

i. Developer's default in the performance of one or more of their obligations under the Purchase Agreement.

ii. Failure of the Developer to construct the minimum improvements.

iii. Developer default in the timely payment of any amounts due under the City Loan Agreement or the City Note.

iv. Developer default in timely reimbursement to the City for costs associated with the way finding and stall designation signage in the parking ramp expansion.

v. The holder of any mortgage on the property commences foreclosure proceedings.

vi. Developer filing any petition for bankruptcy or reorganization.

vii. Failure of Developer to pay real estate taxes or special assessments.

g. Remedy of Default. If the Developer (or the construction lender) does not cure various events of default as provided for in the various agreements, the City and/or HRA may terminate the Development Agreement, Loan Agreement and TIF Note.

After the City Council has an opportunity to review and consider the various aspects of the above referenced proposed terms, they can either approve the Development Agreement at their meeting on November 23, 2010 or request changes and/or clarifications and have the documents brought back for final approval on December 14, 2010 (date the HRA is scheduled to review all documents). Please contact me at 651-697-8506 with any questions.

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA,

THE CITY OF RAMSEY, MINNESOTA

AND

F & C RAMSEY, LLC

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DEVELOPMENT AGREEMENT

The parties to this Development Agreement are The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota a public body politic and corporate under the laws of the State of Minnesota (the "HRA"); the City of Ramsey, Minnesota (the "City"), a home rule charter city organized and existing under the constitution and laws of the State of Minnesota and F & C Ramsey, LLC, an Indiana limited liability company ("Developer"). This Development Agreement is dated, for reference purposes, and is effective as of _____, 2010 (the "Effective Date").

ARTICLE I

RECITALS

WHEREAS, the HRA owns the Development Property.

WHEREAS, the Development Property is located in the Development District. The City established the Development District on August 27, 1985 pursuant to Minnesota Statutes, Sections 469.124 through 469.134. The City adopted the Development Program for the Development District on August 27, 1985, and the City has amended it from time to time. The most recent amendments to the Development Program were adopted on or about January 23, 2007.

WHEREAS, Developer wants to acquire the Development Property from the HRA and develop and operate the Development Property, but Developer has determined that it cannot acquire the Development Property and develop the Project without financial assistance from the City and the HRA.

WHEREAS, the HRA and the City are entering into this Development Agreement with Developer to further the objectives of the Development Program and, particularly, to make the Development Property available for development by private enterprise in conformance with the Development Program**.**

WHEREAS, the City believes that the Project and the fulfillment of this Agreement are in the best interests of the City and further the health, safety, morals and welfare of residents of the City and that the Project has been undertaken and is being assisted in accordance with a public purpose and the provisions of the applicable state and local laws and requirements.

ARTICLE II

DEFINITIONS

Section 2.1 Definitions. Capitalized word and phrases used in this Development Agreement have the following meanings:

Affiliate means a natural person, corporation, limited liability company, partnership or limited partnership that controls Developer, is controlled by Developer or is controlled by the same individuals and entities that control Developer. A person or entity "controls" an entity if the person or entity, directly or indirectly or acting in or through one or more subsidiaries, owns, controls or holds with power to vote, more than 50 percent of the voting interest in the entity. An entity is "controlled by" a person or entity if that person or entity, directly or indirectly or acting in or through one or more subsidiaries, owns, controls or holds with power to vote, more than 50 percent of the voting interests in the entity. Control does not exist if the powers described in this subsection are held solely as a security interest and have not been exercised;

Agreement means this Development Agreement, as the same may be modified, amended or supplemented from time to time;

Assessment Agreement means an Assessment Agreement pursuant to Minnesota Statues, Section 469.177, Subd. 8 specifying minimum market values for the Development Property as of January 2, 2012 and each January 2 thereafter through and including January 2, 2037 which minimum market values will be used for the calculation of real property taxes due and payable with respect to the Development Property. The form of Assessment Agreement is attached as Exhibit F;

Business Day means any day other than a Saturday, Sunday or a state or federal holiday that financial institutions or post offices in the state of Minnesota close to observe;

Certificate of Completion means a certificate in the form attached as Exhibit A;

City means the City of Ramsey, Minnesota;

City Loan means the $1,420,000.00 loan the City makes to Developer pursuant to Article VIII;

City Loan Agreement means the loan agreement between the City and Developer which establishes the City's obligation to make the City Loan to Developer. The form of the City Loan Agreement is attached as Exhibit C;

City Note means the $1,420,000.00 Promissory Note that Developer executes and delivers to the City to evidence Developer's obligation to repay the City Loan. The form of the City Note is attached as Exhibit D;

Commencement Date means June 30, 2011;

Completion Date means June 30, 2013;

Construction Loan. means a loan that (1) a third party makes to a Developer to (a) finance costs Developer incurs to acquire the Development Property and to construct the Minimum Improvements or (b) refinance a prior Construction Loan (including, but not limited to, Developer's so called "permanent" financing); and (2) is secured by a mortgage on the Development Property that has priority over any other mortgages on the Development Property;

Construction Mortgage means the first lien mortgage on the Development Property that Developer grants to a third party to secure the repayment of a Construction Loan;

Construction Plans means the plans, specifications, drawings and related documents for the Minimum Improvements;

County means Anoka County, Minnesota;

Developer means F & C Ramsey, LLC, an Indiana limited liability company and any successor in title to all or any portion of the Development Property;

Development District means the City's Development District No. 1;

Development Fees means the fees and charges payable to the City pursuant to Chapter 117 of the City's Ordinances in connection with City's approval of the plat of COR ONE. The "Development Fees" are specifically identified on Exhibit G;

Development Program means the development program the City has approved for the Development District;

Development Property means the portion of Lot 1, Block 1, Lot 2, Block 1 and Outlot A, RAMSEY TOWN CENTER 5TH ADDITION, Anoka County, Minnesota depicted as Lot 3, Block 1 on the Preliminary Plat of COR ONE, Anoka County, Minnesota that the City approved on _____, 2010 and all improvements constructed thereon;

Eligible Costs means the actual cost of performing the activities, constructing the improvements, and paying the fees listed on the attached Exhibit J and the cost of any other excavation, grading, footings, foundations, filling, landscaping, sod, lawn sprinklers, outdoor lighting, fencing, curb and gutter, site concrete, utility improvements and extensions, and access and parking preparations to be constructed or undertaken by Developer on the Development Property;

Event of Default means any of the events described in Section 14.1;

Existing Parking Ramp means the approximately 590 stall public parking ramp located at 7650 Sunwood Drive, Ramsey, Minnesota;

Final Construction Plans means the Construction Plans that the City has approved pursuant to Section 5.3;

Guarantor means Flaherty & Collins Construction, Inc., an Indiana Corporation;

Guaranty means the guaranty that the Guarantor executes in favor of the City to provide security for the performance of Developer's obligations under the City Note. The form of Guaranty is attached as Exhibit E;

HRA means The Housing and Redevelopment Authority in and for the city of Ramsey, Minnesota, a public body politic incorporated under the laws of the State of Minnesota;

Minimum Improvements means the improvements described on Exhibit I until the City approves the Construction Plans and means the improvements described and depicted on the Final Construction Plans, after the City approves the Construction Plans;

Net Cash Flow means, for any calendar year, Net Operating Income for that calendar year less the scheduled debt service payments due on the Construction Loan in that calendar year and less reasonable contributions to replacement reserves;

Net Operating Income. means, for any calendar year, all income Developer derives from the Development Property, including, but not limited to rents received from the rental of residential apartments, parking stalls or non-residential space, in the Development Property less Operating Expenses actually incurred in that calendar year;

Operating Expenses. means the reasonable and customary expenses Developer incurs to operate and maintain the Development Property. Operating Expenses do not include (i) debt service payments on any loans to Developer; (ii) expenses Developer incurs to make improvements, repairs or replacements to the Development Property, the cost of which Developer is obligated to capitalize rather than expense under generally accepted accounting principles, consistently applied; or contributions to replacement reserves;

Parking Improvement Use and Maintenance Agreement means the Parking Improvement Use and Maintenance Agreement dated February 28, 2005 and recorded in the offices of the Anoka County Recorder and the Anoka County Registrar of Titles on March 16, 2005 as Document Nos. 1973660.001 (Abstract) and 482124.002 (Torrens);

Parking Ramp Addition means an approximately 200 stall addition to the Existing Parking Ramp;

Parking Ramp means the Existing Parking Ramp and the Parking Ramp Addition which will be located on the Parking Ramp Property;

Parking Ramp Property means the portion of Lot 1, Block 1, RAMSEY TOWN CENTER 5TH ADDITION, Anoka County, Minnesota depicted as Lot 2, Block 1, COR ONE, Ramsey County, Minnesota;

Purchase Agreement means the Purchase Agreement between the HRA and Developer of even date herewith that sets forth the terms and conditions under which the HRA will convey the Development Property to Developer and will amend the Parking Improvement Use and Maintenance Agreement to create easements over portions of the Parking Ramp Property that are appurtenant to the Development Property and that give the owner of the Development Property easements for (i) the exclusive use of 275, 9' x 18' parking stalls in the Parking Ramp (which includes any larger, handicapped accessible stalls required for the Project); (ii) the non-exclusive use of other parking stalls in the Parking Ramp and (iii) related rights of vehicular and pedestrian ingress and egress. The Parking Improvement Use and Maintenance Agreements allocates the parking stalls in the Parking Ramp (other than parking stalls that are subject to exclusive easements) among the parcels that are subject to the Parking Improvement Use and Maintenance Agreement for purposes of satisfaction of municipal parking requirements. The amended Parking Improvement Use and Maintenance Agreement will allocate 25 of the non-exclusive use

parking stalls in the Parking Ramp to the Development Property for purposes of satisfying municipal parking requirements.

Project means Developer's acquisition of the Development Property and construction of the Minimum Improvements in accordance with the terms of this Agreement;

Sale of the Development Property means a voluntary or involuntary conveyance of all or any undivided interest in Developer's fee title to all or any material portion of the Development Property to an entity other than an Affiliate; a lease of all or any material portion of the Development Property to an entity other than an Affiliate for a term (including any rights to renew or extend) that exceeds twenty (20) years; or a voluntary or involuntary transfer of any membership interests in Developer to an entity other than an Affiliate;

State means the State of Minnesota;

Tax Increments means 85% of the tax increments derived from the Development Property, as determined by the City in its sole discretion, which have been received and retained by the City in accordance with the provisions of Minnesota Statutes Section 469.177;

Tax Increment Act means the Tax Increment Financing Act, Minnesota Statutes, Sections 469.174 through 469.1799, as amended;

Tax Increment District means a tax increment financing district, as defined in the Tax Increment Act, that the City proposes to establishes as described in Section 6.1;

Tax Increment Financing Plan means the plan for the Tax Increment District that the City adopts, by resolution, if and when the City establishes the Tax Increment District;

Termination Date means the earlier of (i) the date Developer has completed construction of the Minimum Improvements; Developer has repaid the City Loan in full; and the City has paid the TIF Note in full or (ii) February 1, 2039;

TIF Note means the $2,000,000.00 Tax Increment Revenue Note in the form attached as Exhibit B;

TIF Note Payment Date means August 1, 2013, February 1, 2014 and each August 1 and February 1 thereafter through and including February 1, 2039; provided, that if any such TIF Note Payment Date is not a Business Day, the TIF Note Payment Date is the next succeeding Business Day; and

Unavoidable Delay means a delay in Developer's commencement or completion of the Minimum Improvements that is the direct result of an act of God, other than weather related conditions or events that are reasonably foreseeable both in terms of the likelihood of their occurrence and their severity; war, riots, or civil disorder; labor strikes or labor shortages; shortages of necessary materials; or litigation commenced by third parties that, either by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.1 Representations and Warranties of the City and the HRA. The City and the HRA make the following representations and warranties:

(a) The City represents and warrants that the City is a municipal corporation and political subdivision organized under the provisions of the constitution and laws of the State of Minnesota and has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The City represents and warrants that the development of the Development Property contemplated in this Agreement conforms with the development objectives of the Development Program.

(c) The HRA represents and warrants that the HRA is a body politic and corporate under the laws of the State of Minnesota and has the power to enter into this Agreement and carry out its obligations hereunder.

(d) The HRA represents and warrants that at a public hearing held on _____, 2010 after published notice, the HRA's Board approved this Development Agreement and approved the HRA's conveyance of the Development Property to Developer pursuant to this Development Agreement and without public bidding, all as required by Minnesota Statutes Section 469.029, Subd. 2.

Section 3.2 Representations, Warranties and Covenants of Developer. Developer makes the following representations, warranties and covenants:

(a) Developer represents and warrants that it is a limited liability company organized, validly existing and in good standing under the laws of the State of Indiana, that it has the power to enter into this Agreement and to perform its obligations hereunder and by entering into and performing its obligations under this Agreement Developer will not be in violation of the its articles or bylaws.

(b) Developer represents that Developer would not undertake the Project and in Developer's opinion, the Project would not be economically feasible within the reasonably foreseeable future without the assistance and benefit provided for in this Agreement.

(c) Developer represents and warrants that neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(d) Developer agrees that Developer will cooperate fully with the City and the HRA with respect to any litigation a third party may commence with respect to the Development Property; provided, however, that Developer shall not be obligated to settle any litigation to which it is a party unless it approves such settlement in its sole discretion. This covenant shall survive the termination of this Agreement.

(e) Developer agrees that Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

ARTICLE IV

PURCHASE AGREEMENT

Section 4.1 Purchase Agreement. The HRA and Developer are executing the Purchase Agreement and delivering it to one another contemporaneously with the execution and delivery of this Agreement.

Section 4.2 Relationship Between this Agreement and the Purchase Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of this Agreement control. If the HRA or Developer terminate the Purchase Agreement, this Agreement automatically terminates except as to terms and provisions that this Agreement expressly states survive termination. The Purchase Agreement provides that if the City, HRA or Developer terminate this Agreement, the Purchase Agreement automatically terminates except as to terms and provisions that the Purchase Agreement expressly states survive termination.

Section 4.3 Right of Reverter. The Purchase Agreement provides for the HRA's conveyance of the Development Property to Developer subject to a right of reverter. The Right of Reverter shall provide that (a) if Developer fails to substantially complete the construction of the Minimum Improvements in accordance with the Final Construction Plans on or before the Completion Date, as the same may be extended pursuant to Section 5.4 as a result of an Unavoidable Delay or (b) if the holder of a Construction Mortgage commences proceedings to foreclose the Construction Mortgage prior to Developer's substantial completion of the Minimum Improvements, the HRA may commence an action in Anoka County District Court seeking an order that re-vests title to the Development Property in the HRA and grants the HRA immediate possession of the Development Property. In the Purchase Agreement, the HRA agrees that the HRA will subject the HRA's interest in the Development Property pursuant to the Right of Reverter to the lien of any Construction Mortgage provided the holder of the Construction Mortgage acknowledges, in writing, that if the Construction Mortgage is foreclosed and if the HRA obtains a District Court Order re-vesting title to the Development Property in the HRA, the HRA shall be entitled to redeem the Development Property from foreclosure, as an owner, pursuant to Minnesota Statutes Sections 580 or 581, as applicable.

ARTICLE V

DEVELOPER'S CONSTRUCTION OF THE MINIMUM IMPROVEMENTS

Section 5.1 Required Approvals. Developer must obtain, in a timely manner, any governmental permits, licenses, approvals, consents or authorizations that are legally required in connection with the construction of the Minimum Improvements.

Section 5.2 Submission of Construction Plans. Developer must submit Construction Plans to the City for review and approval or disapproval on or before April 1, 2011. The Construction Plans must (a) provide for the construction of the Minimum Improvements on the Development Property and (b) must include at least the following: (1) a site plan; (2) a foundation plan; (3) a basement plan; (4) a floor plan for each floor; (5) cross sections of each floor (length and width); (6) elevations (all sides); (7) grading and drainage plans; and (8) a landscape plan.

Section 5.3 Review of the Construction Plans. The City must approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations; (c) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (d) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 5.3 constitutes approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, zoning or other ordinances or regulations of the City. If the City rejects the Construction Plans the City must notify Developer, in writing, within thirty (30) days after Developer's submission of Construction Plans that satisfy the requirements of Section 5.2 or the City shall be deemed to have been approved the Construction Plans as submitted. If the City notifies Developer that the City is rejecting the Construction Plans, the notice must include a written statement specifying the respects in which the Construction Plans submitted by Developer fail to conform to the requirements of this Section 5.3. If the City rejects the Construction Plans in whole or in part, Developer must submit new or corrected Construction Plans within thirty (30) days after Developer's receipt of the City's rejection notice. The provisions of this Section 5.3 relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the City approves the Construction Plans; provided, however, Developer may not commence construction of the Minimum Improvements until the City has approved or is deemed to have approved the Construction Plans. Approval of the Construction Plans by the City shall not relieve Developer of any obligation to comply with the terms and provisions of this Agreement or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall the City's approval of the Construction Plans constitute a waiver of any Event of Default. If Developer desires to make any material modification to the scope, size, appearance, value or use of the Minimum Improvements or to the Final Construction Plans after the City has approved the Construction Plans and before Developer has substantially completed the Minimum Improvements, Developer must submit a description of the proposed modification(s) and revised Construction Plans showing the proposed modification(s) to the City for its approval. If such material change in the Construction Plans conforms to the approval criteria listed in this Section 5.3 with respect to the original

Construction Plans, the revised Construction Plans shall be deemed approved unless the City notifies Developer that the City rejects the revised Construction Plans in writing within thirty (30) days after submission. If Developer desires to make any change which does not materially modify the scope, size, appearance, value or use of the Minimum Improvements, Developer is not obligated to resubmit the Construction Plans to the City for approval.

Section 5.4 Commencement and Completion of Construction of the Minimum Improvements. Developer must commence construction of the Minimum Improvements on or before the Commencement Date. Developer must substantially complete the construction of the Minimum Improvements in accordance with the Final Construction Plans on or before the Completion Date. For purposes of this Agreement, the Minimum Improvements are substantially complete when they are eligible to receive a certificate of occupancy from the City. If Developer's commencement or completion of construction of the Minimum Improvements is delayed as a result of an Unavoidable Delay, Developer gives the City and the HRA notice of the Unavoidable Delay within thirty (30) days after the onset of the Unavoidable Delay and Developer uses all commercially reasonable efforts to commence and complete the construction of the Minimum Improvements as promptly as reasonably possible given the conditions causing the Unavoidable Delay, the Commencement Date and the Completion Date will be extend for a period of time equal to the duration of the condition causing the Unavoidable Delay plus a reasonable time for recovery and restoration following the cessation of such condition.

Section 5.5 Certificate of Completion. Developer shall notify the City when Developer has substantially completed construction of the Minimum Improvements. If the City determines that the Minimum Improvements have been constructed in substantial conformity with the Final Construction Plans and all uniformly applied local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations), the City shall furnish to Developer a Certificate of Completion. Such Certificate of Completion shall be a conclusive determination of satisfaction and termination of Developer's obligation to construct the Minimum Improvements as set forth in Section 5.4. If Developer has completed the Minimum Improvements on or before the Completion Date, as the same may be extended pursuant to Section 5.4, the HRA will expressly acknowledge and agree in the Certificate of Completion that Developer has satisfied the conditions subsequent described in the Right of Reverter and that the Right of Reverter is terminated and is of no further force or effect.

ARTICLE VI

ESTABLISHMENT OF THE TAX INCREMENT DISTRICT

Section 6.1 Establishment of the Tax Increment District. The City proposes to create, approve and adopt a tax increment plan and a tax increment financing district that includes the Development Property and that qualifies as a redevelopment district under the Tax Increment Act. The City is not obligated to create, approve and adopt the Tax Increment Plan the Tax Increment District and creation of the Tax Increment District is subject to all requirements of Minnesota law.

Section 6.2 Termination Right if TIF District Not Established. If the City has not created, adopted and approved the Tax Increment Plan and the Tax Increment District on or before February 1, 2011, any party may terminate this Agreement by written notice to the other two parties; provided, however, that if the City creates, approves and adopts the Tax Increment Plan and the Tax Increment District after February 1, 2011 but before a party exercises the termination right set forth in this Section 6.2, the termination right expires and the parties may not, thereafter, terminate this Agreement pursuant to this Section 6.2.

ARTICLE VII

TIF FINANCING

Section 7.1 Reimbursement. If, and only if, the City creates, adopts and approves the Tax Increment Plan and Tax Increment District as contemplated in Section 6.1, the City shall issue the TIF Note to reimburse Developer for the lesser of

(a) $2,000,000.00; or

(b) the sum of all Eligible Costs Developer actually incurs and pays.

Section 7.2 Issuance of the TIF Note. If, and only if, (a) the City creates, adopts and approves the Tax Increment Plan and Tax Increment District as contemplated in Section 6.1 and (b) Developer (i) acquires the Development Property, (ii) substantially completes the Minimum Improvements, (iii) notifies the City that Developer has substantially completed the Minimum Improvements and is entitled to receive the Certificate of Completion described in Section 5.5; (iv) submits to the City invoices showing the Eligible Costs Developer actually incurred and for which Developer is seeking reimbursement; (v) submits to the City evidence, reasonable acceptable to the City, that Developer paid those invoices from a source or sources other than the proceeds of the City Loan; and (vi) Developer in not in default in the performance of Developer's obligations under this Agreement, the City will insert the amount established pursuant to Section 7.1 in the TIF Note, insert the interest rate as established pursuant to Section 7.3, execute and date the TIF Note and deliver the TIF Note to Developer

Section 7.3 Interest. As set forth in the TIF Note, the unpaid principal amount of the TIF Note shall bear simple, non-compounding interest from the date of issuance of the TIF Note at 6.25% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months. The principal amount of the TIF Note and the interest thereon shall be payable solely from the Tax Increments.

Section 7.4 Payments. On each TIF Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal and interest outstanding on the TIF Note, the Tax Increments the City actually received during the preceding six months. All such payments shall be applied first to pay accrued, unpaid interest and then to reduce the principal of the TIF Note.

Section 7.5 TIF Note Shall Be a Limited Obligation of the City. The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal of and interest accruing on the TIF Note.

Section 7.6 Conditions Subsequent. The City's obligation to make payments on the TIF Note on any TIF Note Payment Date or any date thereafter is conditioned upon the requirements that (i) there shall not be, at the time payment is due, any Event of Default that has occurred and is continuing; and (ii) the City shall not have canceled and rescinded the TIF Note pursuant to Section 14.2(c).

Section 7.7 Terms of the TIF Note. The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Article VII, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

ARTICLE VIII

CITY LOAN

Section 8.1 City Loan. To assist Developer with the construction of the Minimum Improvements, the City proposes to make a $1,420,000.00 loan to Developer pursuant to the terms of the City Loan Agreement and the City Note. The City proposes to fund the City Loan with tax increments the City has collected from its Tax Increment District No. 1. The City cannot obligate itself and is not obligated to make the City Loan unless and until the City has held public hearings and adopted appropriate spending plans with respect to each of those tax increment districts and adoption of the spending plans is subject to all requirements of Minnesota law.

Section 8.2 Termination Right if Spending Plans Not Adopted. If the City has not held the necessary public hearings and adopted the necessary spending plans to allow the City to fund the City loan with tax increments the City has collected from its Tax Increment District No. 1 on or before February 1, 2011, any party may terminate this Agreement by written notice to the other two parties; provided, however, that if the City holds the necessary public hearings and adopts the necessary spending plans to allow the City to fund the City loan with tax increments the City has collected from its Tax Increment District No. 1 after February 1, 2011, but before a party exercises the termination right set forth in this Section 8.2, the termination right expires and the parties may not, thereafter, terminate this Agreement pursuant to this Section 8.2.

Section 8.3 City Loan Agreement, City Note, and Guaranty. If the City holds the necessary public hearings and adopts the necessary spending plans to allow the City to fund the City Loan with tax increments the City has collected from its Tax Increment District No. 1, the City and Developer must each execute the City Loan Agreement and must each deliver an original, executed City Loan Agreement to the other party, Developer must execute the City Note and deliver the City Note to the City and Developer must cause the Guarantor to execute the Guaranty and deliver the Guaranty to the City, all contemporaneously with the HRA's conveyance of the Development Property to Developer pursuant to the Purchase Agreement. In the event of a conflict between the terms of the City Note and the terms of this Development

Agreement, the terms of the City Note control. In the event of a conflict between the terms of this Agreement and the terms of the City Loan Agreement, the City Loan Agreement controls.

Section 8.4 Fee in Lieu of Interest, Interest and Default Interest. The City Note does not obligate Developer to pay interest on the outstanding principal of the City Loan prior to April 1, 2024 provided Developer is not in default in the timely payment of any amounts due under the City Note. In lieu of non-default interest during that time period and as consideration for the extension of credit, the City will charge Developer and Developer agrees to pay a one-time fee of $120,000.00. As set forth in the City Loan Agreement, the City will be deemed to have made a $120,000.00 "Advance," to itself in full payment of this fee contemporaneously with the first "Advance" the City makes pursuant to the terms of the City Loan Agreement. If Developer has not repaid the City Loan, in full, before April 1, 2024, simple interest will accrue on the unpaid principal balance of the City Note from April 1, 2024 until the City Note is paid in full at the rate of 6.25% per annum unless the rate is increased pursuant to the following sentence as a result of Developer's default. If, at any time, Developer defaults in the timely payment of any amounts due under the City Note, the City gives Developer notice of the default and Developer does not cure the default within ten (10) business days of the effective date of the City's notice, interest shall accrue on the outstanding principal balance of the City Note from the date of the default through the date Developer cures all defaults under the City Note at the rate of twelve percent (12%) per annum.

Section 8.5 Repayment Terms. As set forth in the City Note, commencing on April 1, 2014 and continuing on each April 1 thereafter until April 1, 2029, Developer must pay to the City, in certified or wire transferred funds and for application to the outstanding principal and interest, if any, due under the City Note, an amount equal to 20% of the Net Cash Flow for the immediately preceding year. If, prior to April 1, 2029, Developer refinances a Construction Loan, Developer must make an additional payment to the City, for application to the outstanding principal due under the City Note, in an amount equal to 20% of the difference between the principal amount of the new Construction Loan and the amount of the outstanding principal and accrued, unpaid interest under the Construction Loan that is being refinanced. The preceding sentence applies each time Developer refinances a Construction Loan. Notwithstanding anything else in this Section 8.5, if Developer refinances a Construction Loan to obtain additional funds that are necessary to complete the initial construction of the Minimum Improvements, Developer is not obligated to pay to the City 20% of the amount of the new loan that Developer uses to pay costs of completing the initial construction of the Minimum Improvements. The entire outstanding principal amount of the City Loan and all accrued interest, if any, is due and payable in full upon the earlier of April 1, 2029 or a Sale of the Development Property.

Section 8.6 Limitations on Disbursements. As set forth in the City Loan Agreement, the City will not disburse any of the proceeds of the City Loan to Developer and the City's obligations to make the City Loan to Developer terminates if Developer does not commence construction of the Minimum Improvements on or before June 30, 2011, and the City will only disburse proceeds of the City Loan on or before December 31, 2011 and only for costs of developing and constructing the Project that Developer has actually incurred on or before December 31, 2011. The City will not disburse proceeds of the City Loan to pay for Eligible Costs.

Section 8.7 Submission of Financial Information. On or before April 1, 2014 and on or before each April 1 thereafter until April 1, 2029, the Developer must provide the City with a statement from a certified public accountant setting forth the "Net Cash Flow," "Net Operating Expenses" and "Operating Expenses," as defined in the Development Agreement, for the immediately preceding calendar year and with such back-up documentation regarding income, expenses and debt service as the City may reasonably request to confirm the certified public accountant's calculation of "Net Cash Flow," "Net Operating Income" and "Operating Expenses." The certified public accountant who prepares the statement may be an employee of Borrower or an Affiliate of Borrower.

ARTICLE IX

CONTINGENCY FOR RAIL STOP

Section 9.1 Contingency for Rail Stop. At any time on or before January 15, 2011, the City or Developer may terminate this Agreement by written notice to the other and to the HRA and they are not comfortable that the City will secure a stop on the North Star Commuter Rail line and complete construction of a rail stop on or before July 1, 2012. Upon such termination, the parties will have no further rights or obligations to the other parties under this Agreement except with respect to rights or obligations that this Agreement expressly states are to survive the termination of this Agreement.

ARTICLE X

PARKING RAMP IMPROVEMENTS

Section 10.1 Parking Ramp Improvements. As a part of the City's construction of the Parking Ramp Addition, the City will cause its contractors to construct and install the additional improvements described on Exhibit H. Upon the City's completion of the additional improvements described on Exhibit H, Developer must reimburse the City for all costs and expenses the City incurs to construct and install the additional improvements described on Exhibit H.

ARTICLE XI

REAL ESTATE TAX PAYMENTS AND ASSESSMENT AGREEMENT

Section 11.1 Real Property Taxes. Developer agrees that prior to December 31, 2038:

(a) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the taxation of all or any portion of the Development Property determined by any tax official to be applicable to the Development Property or Developer or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(b) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of all or any portion of the

Development Property determined by any tax official to be applicable to the Development Property or Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(c) It will not seek any tax deferral or abatement, either presently or prospectively authorized under any other State or federal law, of the taxation of all or any portion of the Development Property;

(d) It will not ask the County Assessor for or commence or participate in any legal or administrative process seeking a reduction in the assessed value of the Development Property for purposes of the ad valorum real estate taxes except that if, in any given year, the assessed value exceeds the assessed value set forth for that year in the Assessment Agreement, Developer may seek a reduction in the assessed value of the Development Property to any amount equal to or greater than the assessed value set forth for that year in the Assessment Agreement. If Developer seeks a reduction in the assessed value of the Development Property to any amount equal to or greater than the assessed value set forth for that year in the Assessment Agreement, Developer must first provide not less than thirty (30) days written notice to the City. In that event, the City will continue to make Tax Increment payments to Developer on the TIF Note Payment Dates, but the payments will be based on 85% of the tax increments that would have been derived from the Development Property based on the minimum market values set forth in the Assessment Agreement for the applicable time periods rather than on the Tax Increments, and the City will withhold the difference until such time as the City can determine the actual Tax Increments for the year in question based on the assessed value of the Development Property as finally determined upon the conclusion of Developer's attempts to have the assessed value reduced.

(e) It will pay, when due, all real property taxes due and payable with respect to the Development Property.

Section 11.2 Assessment Agreement. Contemporaneously with the HRA's conveyance of the Development Property to Developer, Developer will execute the Assessment Agreement, deliver the Assessment Agreement to the City and record the Assessment Agreement in the Anoka County land records. Developer must record the Assessment Agreement against title to the Development Property prior to the recording of any mortgage or other lien on the Development Property that Developer grants to third party or, if such third party mortgage or lien is recorded first, must obtain and record an instrument whereby the holders of such mortgage or lien acknowledge and agree that they and their successors and assigns are subject to the rights of the City under the Assessment Agreement.

ARTICLE XII

RESTRICTIONS ON ASSIGNMENTS AND TRANSFERS AND PRIORITY

Section 12.1 Prohibition against Transfer of the Development Property; Assignment of Development Agreement and Assignment of the TIF Note. Prior to Developer's substantial completion of the Minimum Improvements and the City's issuance of the Certificate of

Completion described in Section 5.5, Developer may not, except as set forth in Section 12.2, convey; mortgage; lease, other than in the ordinary course of Developer's business; or otherwise transfer the Development Property or any part thereof or interest therein; may not assign its rights or obligations under this Development Agreement; and may not assign the TIF Note, without the prior written approval of the City, which approval the City may grant, withhold or condition in the City's sole and absolute discretion.

Section 12.2 Permitted Collateral Assignments. The City expressly approves Developer's granting of a Construction Mortgage and Developer's collateral assignment of Developer's rights and obligations under this Development Agreement and the TIF Note to the holder of the Construction Mortgage as additional security for the repayment of the Construction Loan; provided the holder of the collateral assignment of Developer's rights and obligations under this Development Agreement and the TIF Note agrees, in the collateral assignment, that upon enforcement of the collateral assignment and the assignees acquisition of Developer's rights and obligations under either this Development Agreement, the TIF Note or both, the assignee will be subject to and liable for the performance of each of Developer's obligations under this Development Agreement.

Section 12.3 Subordination of Development Agreement to Construction Mortgage and Extension of Time to Cure. The City and the HRA will, upon the request of the holder of a Construction Mortgage, execute and record a subordination agreement pursuant to which the City and the HRA agree that, upon a default by Developer under a Construction Mortgage, the holder of the Construction Mortgage may elect, in an instrument to be recorded in the Anoka County land records and delivered to the City and the HRA before the commencement of proceedings to foreclose the Construction Mortgage, to either (1) treat this Development Agreement as being subordinate to the lien of the Construction Mortgage such that the foreclosure of the Construction Mortgage and the failure of any owner or junior creditor to redeem the Development Property from such foreclosure will terminate this Development Agreement and the TIF Note; or (2) to treat this Development Agreement as having priority over the Construction Mortgage in which case this Development Agreement and the TIF Note will survive the foreclosure of the Construction Mortgage and this Development Agreement will be binding upon the holder of the Sheriff's Certificate issued in conjunction with the foreclosure of the Construction Mortgage. The City further agrees that if the holder of the Construction Mortgage elects to treat this Development Agreement as having priority over the Construction Mortgage and the City will, upon the completion of the foreclosure without redemption by Developer or any junior creditor, amend this Development Agreement to extend the time for the completion of the Minimum Improvements to a date 12 months following the expiration of all applicable redemption periods.

ARTICLE XIII

INDEMNIFICATION OF THE CITY AND THE HRA

Section 13.1 Indemnification of the City and the HRA. Developer agrees to defend the City, the HRA, their governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees (hereinafter, for purposes of this Section, collectively the "Indemnified Parties"); to hold the Indemnified Parties harmless

from; and to indemnify the Indemnified Parties against any third party claims, demands, suits, actions or other proceedings ("Claims") arising or purportedly arising from the actions or inactions of Developer (or if other persons acting on its behalf or under its direction or control) (i) pursuant to this Development Agreement or (ii) in connection with the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Development Property. The provisions of this Section 13.1 are intended to survive the termination of this Agreement.

ARTICLE XIV

DEVELOPER EVENTS OF DEFAULT

Section 14.1 Events of Default Defined. The following shall each be an "Event of Default" under this Agreement:

(a) Developer's default in the performance of one or more of Developer's obligations under the Purchase Agreement if the HRA gives any notice of default provided for in the Purchase Agreement and Developer fails to cure the default within any applicable cure period provided for in the Purchase Agreement.

(b) Developer's failure to substantially complete the construction of the Minimum Improvements pursuant to the terms and conditions of and within the time frame set forth in Article V of this Development Agreement, as the same may be extended pursuant to Section 12.3 of this Agreement.

(c) Developer's default in the timely payment of any amounts due under the City Loan Agreement or the City Note, if the City gives Developer any notice of default provided for in the City Loan Agreement and Developer fails to cure the default within any applicable cure period provided for in the City Loan Agreement.

(d) Developer's default in the timely payment of any amounts due under Article X within thirty (30) days after the City notifies Developer that Developer is delinquent in the payment thereof.

(e) Developer's failure to pay any ad valorem real property taxes or installments of special assessments due and payable with respect to the Development Property within thirty (30) business days after the City or the HRA notifies Developer that Developer is delinquent in the payment thereof.

(f) Developer's breach of one or more of the restrictions set forth in Section 12.1.

(g) Developer's failure to perform Developer's obligations under Article XIII or Section 15.14 if the City or the HRA gives Developer notice of the default and Developer fails to cure the default within thirty (30) days after the effective date of the notice.

(h) The holder of any mortgage on the Development Property, or any portion thereof, commencing foreclosure proceedings.

(i) Developer's;

(i) Filing of any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(ii) making an assignment for the benefit of its creditors; or

(iii) admission, in writing, that it is unable to pay its debts generally as they become due; or

(iv) being adjudicated a bankrupt or insolvent;

(j) The filing of a petition or answer proposing the adjudication of Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law in any court and such petition or answer not being discharged or denied within ninety (90) days after the filing thereof; or

(k) The appointment of a receiver, trustee or liquidator of Developer or of the Development Property, or part thereof, in any proceeding brought against Developer, and said receiver, trustee or liquidator not being discharged within ninety (90) days after such appointment.

Section 14.2 Remedies on Default. At any time after the occurrence of an Event of Default as defined in Section 14.1 the City and the HRA may, in addition to any other rights the City or the HRA may have at law or in equity, take any one or more of the following actions:

(a) The City and the HRA may suspend their performance under this Development Agreement and the City Loan Agreement until they

(i) receive assurances from Developer, deemed adequate by the City and the HRA, that Developer will cure the default and continue its performance under this Development Agreement, the City Loan Agreement, and the City Note; or

(ii) receive assurance from the holder of a Construction Mortgage, deemed adequate by the City and the HRA, that the holder of the Construction Mortgage will cure the default or, if the holder of the Construction Mortgage cannot cure the default without first obtaining possession of the Development Property will foreclose the Construction Mortgage, elect, pursuant to Section 12.3 to treat this Development Agreement as having priority over the Construction Mortgage and, upon the completion of the foreclosure proceeds and the expiration of all applicable redemption periods, cure the default and perform the obligations of the Developer under this Agreement, the City Loan Agreement, and the City Note; .

(b) The City or the HRA may terminate this Development Agreement and may terminate the City Loan Agreement; or

(c) If the Event of Default is an Event of Default under Section 14.1 (b), (c), (d), (e), (f) or (g), the City may cancel and rescind the TIF Note.

ARTICLE XV

ADDITIONAL PROVISIONS

Section 15.1 Conflicts of Interest. No member of the governing body or other official of the City shall participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by Developer or successor or on any obligations under the terms of this Agreement.

Section 15.2 No Remedy Exclusive. No remedy herein conferred upon or reserved to any party intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Development Agreement or now or hereafter existing at law or in equity or by statute to the extent provided herein. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 15.3 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 15.4 Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 15.5 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered the day following the day if it is dispatched by overnight courier; two business days after it is mailed, via registered or certified mail, postage prepaid, return receipt requested; or the day it is delivered personally, and

(a) in the case of Developer is addressed to or delivered personally to:

F&C Ramsey, LLC
8900 Keystone Crossing #1200
Indianapolis, IN 46240
Attn: David M. Flaherty
Telephone No.: (317) 816-9300
Facsimile No.: (317) 816-9301
Email: dflaherty@flahertycollins.com

With a copy to:

Barnes & Thornburg
11 S. Meridian St.
Indianapolis, IN 46204
Attn: Stephen Lee
Telephone No.: (317) 231-7200
Facsimile No.: (317) 231-7433
Email: stephen.lee@BTLaw.com

(b) in the case of the City is addressed to or delivered personally to the City at:

City of Ramsey, Minnesota
Ramsey Municipal Center
7550 Sunwood Drive
Ramsey, MN 55303
Attn: City Administrator
Telephone No.: (763) 427-1410
Facsimile No.: (763) 433-9888
Email: kulrich@ci.ramsey.mn.us

With a copy to:

Briggs and Morgan, PA
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402-2157
Attn: Thomas L. Bray
Telephone No. 612-977-8285
Facsimile No. 612-977-8650

(c) in the case of the HRA is addressed to or delivered personally to the HRA at:

The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota
Ramsey Municipal Center
7550 Sunwood Drive
Ramsey, MN 55303
Attn: Executive Director
Telephone No.: (763) 427-1410
Facsimile No.: (763) 427-5543
Email: hnelson@ci.ramsey.mn.us

With a copy to:

Briggs and Morgan, PA
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402-2157
Attn: Thomas L. Bray
Telephone No. 612-977-8285
Facsimile No. 612-977-8650

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 15.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 15.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 15.8 Covenants to Run with Title. The rights and obligations of Developer under this Agreement run with title to the Development Property and are binding on Developer and Developers successors in title to all or any portion of the Development Property.

Section 15.9 Time is of the Essence. Developers timely performance of its obligations under this Agreement is an essential term of this Agreement.

Section 15.10 Enforceability. If any provision of this Agreement is adjudged to be invalid or unenforceable by a court of competent jurisdiction, this Agreement should be construed as if such invalid or unenforceable provision had not been inserted herein and should not affect the validity or enforceability of the remainder of this Agreement.

Section 15.11 No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confirm any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns.

Section 15.12 Termination. This Agreement shall terminate and be of no further force and effect as of the Termination Date.

Section 15.13 Business Days. If the date this Agreement establishes for a party's performance of an obligation or delivery of a notice is not a Business Day, the date for such performance or for the delivery of such notice is automatically extended to the next Business Day.

Section 15.14 Agreement to Pay Attorney's Fees and Expenses. Whenever a party defaults in the performance of the party's obligations under this Agreement and one or both of the other parties to this Agreement employs one or more attorneys to advise and represent it in connection with such default or incurs other expenses in connection with or as a result of the default, the defaulting party must, upon demand therefore, reimburse the non-defaulting parties

their reasonable fees of such attorneys and such other reasonable expenses as the non-defaulting parties may incur.

Section 15.15 Agreement Regarding Commercial Space and Related Business Subsidy Agreement. Contemporaneously with the closing on Developer's Purchase of the Development Property pursuant to the Purchase Agreement, Developer and the HRA will execute an Agreement Regarding Commercial Space in the form attached as Exhibit K in the related in the Business Subsidy Agreement in the form attached as Exhibit L. The Agreement Regarding Commercial Space will set forth certain terms and conditions under which the HRA will agree to make payments to Developer if Developer is unable to lease the approximately 3,000 square feet of the Minimum Improvements that are intended for commercial use within the first twelve (12) months following substantial completion of the Minimum Improvements. The payments are intended to place Developer in substantially the same position Developer would be if Developer leased the Commercial Space for a three-year term at a rental rent of $16.00 per square foot upon other terms and conditions substantially similar to leases of similar space in the Twin Cities' area.

IN WITNESS WHEREOF, the City, the HRA and Developer have caused this Agreement to be duly executed and on its behalf, on or as of the date first above written.

CITY OF RAMSEY, MINNESOTA

By_____
Its Mayor

By_____
Its City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____ and _____, the Mayor and the City Administrator, respectively, of the City of Ramsey, a Minnesota home rule charter City.

_____
Notary Public

This is a signature page to the Development Agreement by and between the City of Ramsey, Minnesota, The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota and F&C Ramsey, LLC.

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA

By_____
Its Chair

By_____
Its Secretary

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____ and _____, the Mayor and the City Administrator, respectively, of the City of Ramsey, a Minnesota home rule charter City.

_____
Notary Public

This is a signature page to the Development Agreement by and between the City of Ramsey, Minnesota, The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota and F&C Ramsey, LLC.

F & C RAMSEY, LLC.

By_____
Its _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ _____, 20_____, by _____ _____, as _____ of _____ _____, a _____.

_____
Notary Public

DRAFTED BY:
Briggs and Morgan, P.A.
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(612) 977-8400

This is a signature page to the Development Agreement by and between the City of Ramsey, Minnesota The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota and F&C Ramsey, LLC.

EXHIBIT A

CERTIFICATE OF COMPLETION

EXHIBIT B

FORM OF TIF NOTE

No. _____ $_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF RAMSEY

TAX INCREMENT REVENUE NOTE
(F&C DEVELOPMENT, INC. PROJECT)

The City of Ramsey, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to F&C Ramsey, LLC, an Indiana limited liability company (the "Developer") or any Successor Holder (as defined below), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the principal amount listed above shall in no event exceed $2,000,000.00 as provided in that certain Development Agreement, dated as of _____, by and between the City and Developer, as the same may be amended from time to time (the "Development Agreement"). The unpaid principal amount of this Note shall bear simple, non-compounding interest from the date of issuance of this Note at 6.25% per annum Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2013, February 1, 2014 and on each August 1 and February 1 thereafter through and including February 1, 2039, or, if such date is not a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was Developer or a Successor Holder of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the sum of the Tax Increments (as defined in the Development Agreement) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall be applied first to pay accrued, unpaid interest and then to principal.

The Payment Amounts due hereon shall be payable solely from Tax Increments (as defined in the Development Agreement) from the Development Property within the City's Tax Increment Financing District No. __ (the "Tax Increment District") within its Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1799, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above,

on any date upon which the City shall have terminated the Development Agreement under Section 14.2 thereof, on the date the Tax Increment District is terminated, or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, express or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured prior to the termination of the Development Agreement. If as a result of the occurrence of certain Events of Default under the Development Agreement the City elects to cancel and rescind this Note, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Article VII and Article XIV thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, as defined in the Development Agreement, as the same may be amended from time to time, or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only to transferees permitted or deemed to be permitted pursuant to the Development Agreement (each such permitted successor is referred to as "Successor Holder"), and any permitted assignment of the rights and obligations of the Development Agreement shall be deemed to be an assignment of the benefits of Developer pursuant to this Note. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Ramsey, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be dated as of _____, 20_____.

_____	_____
Mayor	City Administrator

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note, as originally issued on _____, 200__, was on said date registered in the name of F&C Development, Inc. and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF REGISTERED OWNER	DATE OF REGISTRATION	SIGNATURE OF CITY ADMINISTRATOR
F&C Development, Inc.	_____	_____
_____		
_____		
_____	_____	_____

EXHIBIT C

CITY LOAN AGREEMENT

EXHIBIT D

CITY NOTE

EXHIBIT E

GUARANTY

EXHIBIT F

ASSESSMENT AGREEMENT

EXHIBIT G

DEVELOPMENT FEES

EXHIBIT H

DESCRIPTION OF THE ADDITIONAL PARKING IMPROVEMENTS

Way Finding and Stall Designation Signage

EXHIBIT I

DESCRIPTION OF THE MINIMUM IMPROVEMENTS

An approximately 230 unit, luxury, four story, rental apartment project, consisting of approximately fourteen (14) two-story townhomes, with two levels of flats above, and the balance of the units will be configured as four levels of flats that will wrap around the future parking garage expansion. All parking for the residential units will be in the parking garage, with the exception of the townhome units, which will have their own garage for each unit. The project will include not less than 3,000 sq. ft. of retail space, located on the first floor in the space closest to the Ramsey City Hall.

Amenities for the residential units shall include a fitness center with cardio theatre and tanning bed, business center, cyber café, game room, courtyards, and a resort style pool. Additionally, all units will have their own washer and dryer. Architecturally, The Residence will combine urban architecture with components that exist in THE COR project today. The building will be Type V Construction, wood framed, with the façade consisting of brick, stone elements, and cement board. The roof will be a "flat roof" to further pronounce the urban nature of the architecture. All or most HVAC units will be rooftop mounted units so to best screen from street level site lines.

EXHIBIT J

ELIGIBLE COSTS

City of Ramsey

COR Apartments - Qualified Costs

General Conditions
Strip Topsoil & Haul off 3 acres
Pad with Haul in Fill
Utilities
Fine grade green areas
Landscaping
Pool and fencing
Fire Pit
Irrigation
Site lighting
Security equipment
Sidewalk
Land Acquisition
Building Permit
Plan Review Fee
Fire Separation from Parking Ramp
Foundations
Contractor Fee

EXHIBIT K

AGREEMENT REGARDING COMMERCIAL SPACE

EXHIBIT L

BUSINESS SUBSIDY AGREEMENT

CERTIFICATE OF COMPLETION AND RELEASE OF FORFEITURE

The City Ramsey, a home rule city organized and existing under the constitution and laws of the State of Minnesota (the "City") and The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the State of Minnesota (the "HRA"), hereby acknowledge that F & C Ramsey, LLC, an Indiana limited liability company (the "Developer"), has substantially has completed the construction of the "Minimum Improvements" as defined in that certain Development Agreement by and between the HRA, the City of Ramsey and the Developer, dated as of _____, 2010, and recorded in the office of the Anoka County Registrar of Titles on _____ , 2011 as Document No. _____ as the same may be amended from time to time (the "Development Agreement") and has fully satisfied Developer's obligations to commence and complete construction of the Minimum Improvements under Section 5.4 of the Development Agreement. The HRA further expressly acknowledges and agrees that Developer has satisfied the conditions subsequent of the Right of Reverter that is described in Section 4.3 of the Development Agreement and reserved in the Limited Warranty Deed from the HRA to the Developer dated April __, 2011 and recorded in the office of the Anoka County Registrar of Titles on April __, 2011 as Document No. _____ and that said Right of Reverter has terminated and is of no further force or effect.

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA

By_____
Its Chair

By_____
Its Secretary

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ and _____, the Chair and the Secretary, respectively, of The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate organized and existing under the laws of the State of Minnesota .

_____

Notary Public

CITY OF RAMSEY, a Minnesota municipal corporation

By_____
Its Mayor

By_____
Its City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ and _____, the Mayor and the City Administrator of the City of Ramsey, Minnesota municipal corporation on behalf of the corporation .

_____
Notary Public

DRAFTED BY:
Briggs and Morgan, P.A. (TLB)
2200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2157

CITY LOAN AGREEMENT

THIS CITY LOAN AGREEMENT is entered into as of _____, 2010, by and between the City of Ramsey, Minnesota, a charter city organized and existing under the constitution and laws of the State of Minnesota (the "City") and F & C Ramsey, LLC, an Indiana limited liability company (the "Developer").

RECITALS:

A. The City and the Developer are parties to the Development Agreement and the Purchase Agreement, as defined below, pursuant to which the City is selling the "Development Property" as defined below, to the Developer.

B. The Developer has also asked the City to lend the Developer $1,420,000.00 to finance the construction and completion of the Minimum Improvements, as defined below.

C. The City has agreed to lend the Developer $1,420,000.00 to finance the construction and completion of the Minimum Improvements, as defined below.

D. The City has agreed to make the City Loan to the Developer upon the terms and subject to the conditions hereinafter set forth.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth, and of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I.

DEFINITIONS

For purposes of this City Loan Agreement the following terms shall have the meanings set forth in this Article I. Terms used in this City Loan Agreement and not otherwise defined herein have the meanings set forth in the Development Agreement.

"Advance" means an advance to the Developer of all or any portion of the proceeds of the City Loan in accordance with the terms hereof.

"City Counsel" means Briggs and Morgan, P.A.

"City Loan" shall mean the extension of credit evidenced by the City Note.

"City Loan Agreement" means this City Loan Agreement as the same may hereafter be amended, modified, extended or restated from time to time.

"City Note" means that certain Promissory Note bearing even date herewith made payable by Developer to the order of City in the original principal amount of up to $1,420,000.00, and all amendments, modifications, replacements, renewals and substitutions therefor.

"Completion" or "Completed" means that (a) the Minimum Improvements are completed in accordance with the Final Construction Plans; (b) the City has issued the Certificate of Completion described in Section 5.5 of the Development Agreement; and (c) no Default or Event of Default has occurred and is continuing.

"Completion Date" means the earlier of (a) the date Developer's construction of the Minimum Improvements is Completed; or (b) December 31, 2012; provided, however, if a Developer's completion of construction of the Minimum Improvements is delayed as a result of an "Unavoidable Delay," as defined in the Development Agreement, the Developer gives the City notice of the Unavoidable Delay within thirty (30) days after the onset of the Unavoidable Delay and the Developer uses all commercially reasonable efforts to complete the construction of the Minimum Improvements as promptly as reasonably possible given the conditions causing the Unavoidable Delay, the Completion Date, as defined herein, will extend for a period of time equal to the duration of the condition causing the Unavoidable Delay plus a reasonable time for recovery and restoration following the cessation of such condition.

"Construction Cost Statement" means the Sworn Construction Cost Statement referred to in Section 2.3 hereof executed or to be executed by the Developer and the General Contractor.

"Construction Contract" means that certain agreement dated _____, 2011 between the Developer and the General Contractor.

"Contractor" means any Person including, without limitation, the General Contractor, that has a contract or subcontract under which payment may be required for any work done, materials supplied, or services furnished in connection with the design, construction and/or completion of the Minimum Improvements.

"Default" means any Event of Default or the occurrence of any event which, with the giving of notice or the lapse of any applicable grace period, or both, would be an Event of Default.

"Development Agreement" means that certain Development Agreement by and between the Developer and the City dated as of _____, 2010.

"Development Property" means Lot 3, Block 1, COR ONE, Anoka County, Minnesota and all improvements constructed thereon.

"Draw Request" means a Draw Request and Draw Request Certification in the form of Exhibit A hereto.

"Environmental Laws" shall mean, collectively, all applicable federal, state, local and foreign laws, common law or regulations, treaties, orders, decrees, permits, licenses, authorizations, judgments or injunctions issued, promulgated, approved or entered thereunder, now or hereafter in effect in each case relating to pollution or protection of individual, public or employee health or safety or the environment (including, without limitation, ambient and indoor air, surface water, groundwater, soil, land surface or subsurface, and natural resources such as wetlands, flora and fauna) including, without limitation, laws relating to (a) emissions, discharges, releases or threatened releases of Hazardous Materials into the environment and (b) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of Hazardous Materials.

"Event of Default" shall have the meaning given in Section 8.1 hereof.

"Final Construction Plans" has the meaning set forth in the Development Agreement.

"General Contractor" means Flaherty & Collins Construction, Inc.

"Guarantor" means Flaherty & Collins Construction, Inc.

"Guaranty" means that certain Guaranty bearing even date herewith executed by the Guarantor in favor of the City pursuant to which the Guarantor has unconditionally guaranteed the full payment and prompt performance of all obligations of the Developer under the Loan Documents.

"Hazardous Materials" the term "Hazardous Materials" includes but is not limited to substances defined as "hazardous substances," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., and substances defined as "hazardous wastes," "hazardous substances," "pollutants, or contaminants" as defined in the Minnesota Environmental Response Liability Act, Minnesota Statutes §115B.02. The term "Hazardous Materials" also includes asbestos, polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas useable for fuel (or mixtures of natural gas or synthetic gas).shall mean any pollutant, contaminant, toxic or hazardous substance, constituent or waste, or any other constituent, waste, material, compound or substance including, without limitation, asbestos, petroleum (including crude oil or any fraction thereof) or any petroleum product, which is subject to regulation or which can give rise to liability under any Environmental Law.

"Loan Documents" means this City Loan Agreement, the City Note, the Guaranty and any and all documents, instruments, certificates and agreements executed by the Developer and/or the Guarantor in connection with the City Loan, and any and all renewals, replacements, supplements, modifications, extensions and/or amendments of any of the foregoing.

"Minimum Improvements" means the "Minimum Improvements" as defined in the Development Agreement.

"Organizational Documents" means (a) as to any corporation, the certificate or articles of incorporation or association, the bylaws, any unanimous shareholder agreement or declaration, any certificate of determination or instrument relating to the rights of preferred shareholders of such corporation, any shareholder rights agreement or voting trust agreement and all other documents of a comparable nature, (b) as to any limited liability company, the articles of organization, the operating agreement, any unanimous member agreement or voting trust agreement and all other documents of a comparable nature, (c) as to any partnership, its partnership agreement, its certificate of partnership and all other documents of the nature described above, and (d) as to any other entity, its organizational or governing documents and all other documents of the nature described above.

"Permits" means collectively all building permits, licenses and approvals required to be obtained prior to commencing construction of the Minimum Improvements.

"Person" means a natural person, corporation, partnership, limited partnership, unincorporated association, or proprietorship.

"Project" has the meaning set forth in the Development Agreement.

"Purchase Agreement" means the purchase agreement between the Housing and Redevelopment Authority for the City of Ramsey, Minnesota and the Developer dated _____, 2010.

ARTICLE II.

DOCUMENTS

In addition to the other conditions to the extension of credit contained in this City Loan Agreement, including but not limited to the conditions to advances set forth in Article IV hereof, the City shall have no obligation to make any advance against the City Note until the Developer has delivered the following items to the City, all of which shall be in form and substance satisfactory to the City:

2.1 Loan Documents. The executed Loan Documents.

2.2 Opinion of Counsel. Opinions of counsel of the Developer and the Guarantor in form and substance acceptable to City.

2.3 Sworn Construction Cost Statement. A sworn construction cost statement executed by the Developer and the General Contractor bearing even date herewith which:

a. Lists the actual and estimated costs to complete the Minimum Improvements;

b. Lists the names of all Contractors; and

c. Shows that the funds available to the Developer are sufficient to assure completion of construction of the Minimum Improvements.

2.4 Insurance. One or more forms "ACORD 28 Evidence of Insurance" (or other evidence satisfactory to City) which substantiate that the insurance coverages required to be maintained by the Developer hereunder, and that all insurance policies relating thereto are in full force and effect.

ARTICLE III.

Construction LOAN COMMITMENT

3.1 Commitment of the City to Lend and the City Loan Agreement. Subject to the terms and conditions hereof and of the City Note and other Loan Documents delivered herewith, the City agrees to loan to the Developer, and the Developer agrees to borrow from the City, an amount not to exceed $1,420,000.00. City shall make Advances against the City Note until the City Loan is fully advanced, in the stages and subject to the limitations as set forth below. The City shall have no obligation to make any Advances against the City Note after the Completion Date.

ARTICLE IV.

ADVANCES AND DISBURSEMENTS

4.1 Conditions of All Advances. Without limiting any of the other terms of this City Loan Agreement, the obligation of the City to make any Advance hereunder shall be subject to the fulfillment of all of the following conditions:

a. All representations, warranties and covenants contained in this City Loan Agreement or any documents or other written statement delivered to the City prior to or on the date of this City Loan Agreement shall be true and correct on and as of the date of this City Loan Agreement as though such representations, warranties and covenants had been made on and as of such date.

b. No Default or Event of Default shall have occurred and be continuing.

c. The City shall have received the documents and other items listed in Article II hereof.

d. The Developer shall provide the City with lien waivers from all persons providing labor or materials to be paid for from the Advance.

e. The Developer shall provide the City with evidence, reasonably acceptable to the City, that the Developer has spent more than $1,300,000.00 of Developer equity on the Project.

4.2 Procedures and Requirements for Advances. Except as set forth in Section 4.6, to obtain Advances of the City Loan against the City Note, the Developer shall submit to the City, no more often than monthly, written Draw Requests stating the amount of the requested Advance and identifying the Contractors or other persons and entities who will be paid from the Advance, and certifying such amounts to be currently payable for costs incurred in connection with the development and construction of the Project. Each Draw Request shall be supported by the General Contractor's certification to the effect that:

a. The construction work to be paid for has been completed in a workmanlike manner in accordance with the Plans;

b. The funds remaining undisbursed on the City Loan together with the funds remaining undisbursed on Developer's Construction Loan, as defined in the Development Agreement, are sufficient to fully complete the Minimum Improvements in accordance with the Plans and the certified Construction Costs Statement; and

c. The work is progressing so that it will be completed on or before the Completion Date.

Within ten (10) business days from receipt of such Draw Request and General Contractor's Certification the City shall disburse proceeds of the City Loan directly to the Developer and the other Contractors or other persons and entities identified in the relevant Draw Request; provided that the City shall have the right, at its option, to refuse to make Advances should it determine that an Event of Default has occurred and is continuing.

4.3 Forms of Draw Request, etc. The form of Draw Request, the General Contractor's certificate, mechanic's lien waivers, certificates, and any and all other instruments or documents required to be delivered in connection with an advance hereunder shall be in form and substance satisfactory to the City in the City's reasonable discretion.

4.4 Sufficiency of Loan. It is expressly understood and agreed that the City assumes no liability or responsibility for the sufficiency of the City Loan to complete the Project.

4.5 Additional Rights and Remedies of City. In addition to all other rights and remedies available to the City hereunder and under the other Loan Documents, the City shall have the following rights:

a. The City may take such steps as it may deem appropriate, at its option, to verify the application of proceeds of the City Loan to work done and material furnished for the Project, and to vary the procedures for Advances herein set forth, if the same becomes necessary or desirable to assure the proper application of Advances authorized pursuant hereto, including but not limited to, authorizing Advances directly to the Contractors and corresponding reductions in the amount of Advances to be made to any Contractor or Developer hereunder. The foregoing notwithstanding, in no event shall the City be obligated to conduct any such verification or to so vary said procedures.

b. In the event that the City shall determine, in its reasonable judgment, that proper documentation to support a given Advance, as required by this City Loan Agreement, has not been furnished, it may withhold authorization of all or such portion of such Advance as shall not be so supported by proper documentation, and shall promptly notify the Developer of the discrepancy in or omission of such documentation. Until such time as such discrepancy or omission is corrected to the satisfaction of the City, it may withhold such amount.

c. From and after the occurrence of an Event of Default, the City reserves the right to authorize Advances which are allocated to any of the designated items in the Construction Cost Statement for such other purposes or in such different proportions as the City may, in its reasonable discretion, deem necessary or advisable. Developer may not reallocate items of cost or change the Construction Cost Statement without the consent of the City.

4.6 Advance to Pay Fee. In lieu of interest, the City is charging the Developer a $120,000.00 fee for the extension of the City Loan to the Developer. The first Draw Request that the Developer submits to the City will be deemed to include a request that the City Advance $120,000.00 and will be deemed to direct the City to retain the $120,000.00 Advance in full payment of the fee described in this Section 4.6.

4.7 Additional Limitations on Advances. The City is not obligated to and will not make any Advances to the Developer before the Developer commences construction of the Minimum Improvements. For purposes of this Section 4.7, the Developer is deemed to have Commenced Construction when Developer has

a. obtained all building permits from the City of Ramsey necessary for the construction of the Minimum Improvements; and

b. commenced work related to the construction of the Minimum Improvements on the Development Property which work would constitute "the actual and visible

beginning of the improvement on the ground" as that phrase is used in Minnesota Statute Section 514.05 and interpreted by the Minnesota courts.

If Developer does not commence construction of the Minimum Improvements on or before June 30, 2011, the City is not obligated to make any Advances under this Agreement, and the City may terminate this Agreement upon five (5) days written notice to the Developer. The City is not obligated to and will not make any Advances after December 31, 2011. The City will not disburse proceeds of the City Loan to pay "Eligible Costs," as defined in the Development Agreement.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES

To induce City to make the requested Loan hereunder, the Developer represents and warrants to City as of the date of this City Loan Agreement that:

5.1 Organization and Qualification of the Developer. The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana. The Developer has the power and authority to own its property and to carry on its activities as now being conducted, and is qualified and licensed to do business and is in good standing in every jurisdiction where failure to qualify could have a material adverse effect on the financial condition, activities, or operations of the Developer.

5.2 Organization and Qualification of Guarantor. The Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana. The Guarantor has the power and authority to own its property and to carry on its activities as now being conducted, and is qualified and licensed to do business and is in good standing in every jurisdiction where failure to qualify could have a material adverse effect on the financial condition, activities, or operations of the Guarantor.

5.3 Authority; Validity; Binding Effect. The execution and delivery of the Loan Documents, the borrowing of funds contemplated thereby, and the performance or observance by Developer of its obligations under the Loan Documents do not contravene or violate any provision of law, or any covenant, indenture or agreement of or binding upon the Developer and do not require the consent or approval of any governmental entity or agency thereof. The execution and delivery of the Guaranty and the performance or observance by the Guarantor of its obligations under the Guaranty have been duly authorized by all necessary corporate action the of Guarantor, do not contravene or violate any provision of law, any Organizational Document of Guarantor or any covenant, indenture or agreement of or binding upon Guarantor and do not require the consent or approval of any governmental entity or agency thereof. The Loan Documents are legal, valid and binding obligations of the Developer and the Guarantor, and the Loan Documents are enforceable against the Developer and the Guarantor (as the case may be) in accordance with their respective terms.

5.4 Compliance with Laws. To the best of the Developer's actual knowledge, no violation of any law, ordinance, regulation or requirement exists with respect to the Project, and the Developer is in compliance with all other laws, ordinances, regulations and requirements where the failure to comply would reasonably be expected to have a material adverse effect on the Developer, its activities or its financial condition.

5.5 Pending Actions. There are no material actions, suits or proceedings pending, or to the knowledge of the Developer, threatened against or affecting the Developer or the Project, and the

Developer is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority.

5.6 No Breach. The consummation of the transaction contemplated hereby and performance of this City Loan Agreement, the Loan Documents, and all other documents executed and delivered in connection herewith will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, bank loan or credit agreement, partnership agreement or other instrument to which the Developer or the Guarantor is a party, or by which the Developer or the Guarantor may be bound or affected.

5.7 No Event of Default. No Default or Event of Default has occurred and is continuing as of the date hereof.

5.8 Use of City Loan Funds. The Developer will use the proceeds of the City Loan solely to finance the development and construction of the Project.

5.9 Need for City Loan. The Developer would not undertake the Project without the assistance the City is providing to the City Loan.

ARTICLE VI.

AFFIRMATIVE COVENANTS

The Developer hereby covenants and agrees with the City that for so long as the City has any obligation to make Advances hereunder or any amount remains unpaid on any indebtedness of the Developer to the City hereunder, the Developer will:

6.1 Books, Records and Inspections. Maintain complete and accurate books and records; permit, and cause the Guarantor to permit, reasonable access by the City to the books and records of the Developer and the Guarantor; and permit the City to inspect the Project and other operations of the Developer and the Guarantor.

6.2 Insurance. Maintain insurance to such extent and against such hazards and liabilities as is commonly maintained by companies similarly situated or as the City may reasonably request from time to time, which insurance shall include without limitation the following:

a. Development Property Insurance. So-called "all risk" insurance with respect to the Project and all personal property located thereon, insuring against any peril now or hereafter included within the classification of "Special Perils" or "Cause of Loss – Special Form" (sometimes referred to as "All Risk of Physical Loss") in an amount equal to the full insurable value of such property.

b. Liability Insurance. Commercial general liability insurance on the so-called "occurrence" form, including bodily injury, death and property damage liability, insurance against any and all claims, including all legal liability to the extent insurable and imposed upon the City and all court costs and legal fees and expenses, arising out of or connected with the possession, use, leasing, operation, maintenance or condition of the Project in such amounts as are generally available at commercially reasonable premiums but in any event for a limit per occurrence of at least $1,000,000 and an annual aggregate of at least $2,000,000. The City shall be named as additional insured with respect to any insurance policy providing the coverage required by the immediately preceding sentence, and the Developer shall cause each provider of

any such insurance to agree, by endorsement upon the policy or policies issued by it or by independent instruments furnished to the City, that it will give the City thirty (30) days prior written notice before any such policy or policies shall be altered or canceled, and that no act or default of the Developer shall affect the rights of the City under such policy or policies.

c. Worker's Compensation Insurance. Statutory workers' compensation and disability insurance.

6.3 Taxes and Liabilities. Pay, when due, all taxes, assessments and other liabilities except as contested in good faith and by appropriate proceedings.

6.4 Real Estate Taxes and Insurance Premiums. Promptly advise the City of the non-payment when due of any real estate taxes or installments of special assessments payable with respect to the Project.

6.5 Construction of Minimum Improvements. Commence construction of the Minimum Improvements on or before June 30, 2011. Complete the Minimum Improvements on or before the Completion Date in a good and workmanlike manner, in accordance with the Plans and in compliance with applicable laws, rules, regulations, building codes, and ordinances.

6.6 Reimbursement of Expenses. Promptly reimburse the City for any and all expenses of collection of any loan made or to be made hereunder, including reasonable attorneys' fees, whether or not suit is commenced.

6.7 Financial Information Regarding Guarantor's Net Worth and Substitute Guarantor. Until the City Note is paid in full, the Developer shall cause the Guarantor to provide the City with a reviewed financial statement for the Guarantor for the immediately preceding calendar year prepared by a certified public account (who may be any employee of the Guarantor) in accordance with generally accepted accounting principles, consistently applied on or before May 15 of each calendar year. If, in any year, the Guarantor's net worth is less than $2,200,000.00, Developer must provide a replacement guaranty from another individual or entity reasonably acceptable to the City and having a net worth of not less than $2,200,000.00. If a replacement guaranty is provided, the person or entity providing the replacement guaranty shall be the "Guarantor" for purposes of this Agreement.

6.8 On or before April 1, 2014 and on or before each April 1 thereafter until April 1, 2029, the Developer must provide the City with a statement from a certified public accountant setting forth the "Net Cash Flow," "Net Operating Expenses" and "Operating Expenses," as defined in the Development Agreement, for the immediately preceding calendar year and with such back-up documentation regarding income, expenses and debt service as the City may reasonably request to confirm the certified public accountant's calculation of "Net Cash Flow," "Net Operating Income," and "Operating Expenses." The certified public accountant who prepares the statement may be an employee of Borrower or an Affiliate of Borrower.

ARTICLE VII.

EVENTS OF DEFAULT AND THEIR EFFECT

7.1 Events of Default. Each of the following shall constitute an "Event of Default" under this City Loan Agreement:

a. Nonpayment of Note. Developer fails to pay any installment of principal on the City Note when due, and such payment is not made within a period of five (5) days after Written Notice thereof shall have been given by the City to the Developer.

b. Other Covenants. The Developer defaults in the due performance or observance of any term, covenant or agreement contained in this City Loan Agreement and such default shall continue for a period of fifteen (15) days after written notice thereof shall have been given by the City to the Developer.

c. Other Loan Documents. The Developer defaults in the due performance or observance of any term, covenant or agreement contained in any one or more of the Loan Documents and (a) such default constitutes an "Event of Default" under the terms of such other Loan Document(s), or (b) such default shall continue beyond the applicable notice and cure, if any, set forth in such other Loan Document.

d. Development Agreement. The Developer defaults in the due performance or observance of any term, covenant or agreement contained in the Development Agreement and such default shall continue beyond the applicable notice and cure period, if any, set forth in the Development Agreement.

e. Insolvency of Developer or Guarantor. The Developer or the Guarantor (i) becomes insolvent or unable to pay its debts generally as they mature, (ii) suspends business, (iii) makes a general assignment for the benefit of creditors, (iv) admits in writing its inability to pay its debts generally as they mature; (vi) files or has filed against it a petition in bankruptcy or a petition or answer seeking a reorganization, arrangement with creditors or other similar relief under the federal bankruptcy laws or under any other applicable law of the United States of America or any state thereof, (vi) consents to the appointment of a trustee or receiver for it or for a substantial part of its property, (vii) takes any organizational action for the purpose of effecting or consenting to any of the foregoing.

f. Representations and Warranties. If any representation or warranty contained herein or in any other Loan Document, or in any letter, financial statement, or certificate furnished or to be furnished to the City, proves to be false in any material respect as of the date this City Loan Agreement is executed or at the time such letter or certificate is delivered to the City.

g. Completion of Minimum Improvements. If the Developer has not Completed the Minimum Improvements on or before the Completion Date.

7.2 Effect of Event of Default. If any Event of Default shall occur, the City Note shall, at the City's option, become immediately due and payable, in full, by giving the Developer written notice of such acceleration. In addition, and without limiting any other remedy available to the City, upon the occurrence of an event set forth in Section 8.1(e) above, all sums outstanding on the City Note shall become immediately due and payable automatically without notice to the Developer. If any Event of Default shall occur, the City may, at its option, exercise any of its available rights and remedies under the Loan Documents and under any applicable law, rule or regulation, including, without limitation, the following:

a. terminate the City's obligation to Advance any further sums pursuant hereto; or

b. declare all amounts advanced against the City Note, plus all accrued but unpaid interest thereon, to be immediately due and payable, and demand payment in full of the then-outstanding principal balance of the City Note and all accrued but unpaid interest thereon.

7.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this City Loan Agreement, the other Loan Documents, the Development Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII.

MISCELLANEOUS

8.1 Conflicts of Interest. No member of the governing body or other official of the City shall participate in any decision relating to this City Loan Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this City Loan Agreement.

8.2 Titles of Articles and Sections. Any titles of the several parts, articles and sections of this City Loan Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8.3 Binding Effect. The parties hereto agree that this City Loan Agreement shall be binding upon and inure to the benefit of their respective successors in interest and assigns including any holder of or participant in the Note; provided, however, that the Developer may not assign or transfer its interest herein without the prior written consent of the City. Nothing herein shall be interpreted or construed as creating any rights in any person other than the parties hereto.

8.4 Governing Law, Waiver of Right to Jury Trial, Jurisdiction, Venue and Severability. This City Loan Agreement is made in the state of Minnesota and shall be construed in accordance with the laws thereof. The parties consent to the personal jurisdiction of the state and federal courts located in the state of Minnesota in connection with any controversy related to this City Loan Agreement and the parties waive any argument that venue in such forms is not convenient. The parties agree that any litigation initiated by either party against the other shall be venued either in the district court in Anoka County, Minnesota or the U.S. District Court, District of Minnesota. The City and the Developer, each having been represented by counsel each knowingly and voluntarily waives a right to a trial by jury in any action or proceeding to enforce or defend any rights under this City Loan Agreement or any amendment to this City Loan Agreement. If any provision of this City Loan Agreement is in conflict with any statute or rule of law of the state of Minnesota or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from and shall not invalidate any other provision of this City Loan Agreement.

8.5 Notices. Any notices required or contemplated hereunder shall be effective upon the placing thereof in the United States mails, certified mail and with return receipt requested, postage prepaid, or sent by overnight courier, or sent by facsimile, and addressed as follows:

If to Developer:	F&C Ramsey, LLC 8900 Keystone Crossing #1200 Indianapolis, IN 46240 Attn: David M. Flaherty Telephone No.: (317) 816-9300 Facsimile No.: (317) 816-9301 Email: dflaherty@flahertycollins.com
With copies to:	Barnes & Thornburg 11 S. Meridian St. Indianapolis, IN 46204 Attn: Stephen Lee Telephone No.: (317) 231-7200 Facsimile No.: (317) 231-7433 Email: stephen.lee@BTLaw.com
If to City:	City of Ramsey, Minnesota Ramsey Municipal Center 7550 Sunwood Drive Ramsey, MN 55303 Attn: City Administrator Telephone No.: (763) 427-1410 Facsimile No.: (763) 433-9888 Email: kulrich@ci.ramsey.mn.us
With copies to:	Briggs and Morgan, P.A. 2200 IDS Center 80 South Eighth Street Minneapolis, Minnesota 55402 Attn: Tom Bray Email: tbray@briggs.com Facsimile No. (612) 977-8650

8.6 No Waivers. No failure or delay on the part of the City in exercising any right, power or privilege hereunder and no course of dealing between the Developer and the City shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8.7 Amendment and Waiver. Neither this City Loan Agreement nor any provision hereof may be modified, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. In the event any agreement contained in this City Loan Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

8.8 Counterparts. This City Loan Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and either of the parties may execute this City Loan Agreement by signing any such counterparts.

8.9 Superseding Effect. This City Loan Agreement, the Loan Documents, the Development Agreement, and the Purchase Agreement constitute the entire agreement between the City and Developer with respect to the matters addressed in those agreements and documents, and those agreements and documents supersede and replace any prior agreements, either oral or written, with respect to those matters.

8.10 Indemnification. The Developer hereby agrees to defend, protect, indemnify and hold harmless City and its affiliates and the directors, officers, employees of the City and its affiliates (each of the foregoing being an "Indemnitee" and all of the foregoing being collectively the "Indemnitees") from and against any and all claims, actions, damages, liabilities, judgments, costs and expenses (including all reasonable fees and disbursements of counsel which may be incurred in the investigation or defense of any matter) imposed upon, incurred by or asserted against any Indemnitee, whether direct, indirect or consequential and whether based on any federal, state, local or foreign laws or regulations (including securities laws, environmental laws, commercial laws and regulations), under common law or on equitable cause, or on contract or otherwise:

a. by reason of, relating to or in connection with the execution, delivery, performance or enforcement of any Loan Document, any commitments relating thereto, or any transaction contemplated thereby; or

b. by reason by, relating to or in connection with any credit extended or used under any Loan Document or any act done or omitted by any Person, or the exercise of any rights or remedies thereunder, including the acquisition of any collateral by the City by way of foreclosure of the lien thereon, deed or bill of sale in lieu of such foreclosure or otherwise;

provided, however, that the Developer shall not be liable to any Indemnitee for any portion of such claims, damages, liabilities and expenses resulting from such Indemnitee's gross negligence or willful misconduct. In the event this indemnity is unenforceable as a matter of law as to a particular matter or consequence referred to herein, it shall be enforceable to the full extent permitted by law.

The indemnification provisions set forth above shall be in addition to any liability the Developer may otherwise have. Without prejudice to the survival of any other obligation of the Developer hereunder, the indemnities and obligations of the Developer contained in this Section 9.9 shall survive the payment in full of the sums outstanding on the Note.

8.11 Developer Acknowledgments. The Developer hereby acknowledges that (a) it has been advised by counsel in the negotiation, execution and delivery of this City Loan Agreement and the other Loan Documents, (b) the City has no fiduciary relationship to the Developer, the relationship between the Developer and the City being solely that of debtor and creditor, (c) no joint venture exists between the Developer and the City, and (d) the City undertakes no responsibility to the Developer to review or inform the Developer of any matter in connection with any phase of the business or operations of the Developer and the Developer shall rely entirely upon its own judgment with respect to its business, and any review, inspection or supervision of, or information supplied to, the Developer by the City is for the protection of the City and neither the Developer nor any third party is entitled to rely thereon.

8.12 Time of Essence. The parties' timely performance of each of the obligations set forth in this City Loan Agreement is an essential term of this City Loan Agreement.

8.13 Survival. The City and the Developer intend that the terms of this City Loan Agreement shall survive the parties' execution of the Development Agreement, Purchase Agreement, the deeds and other documents referenced in the Purchase Agreement, the Loan Documents and none of the

terms or conditions of this City Loan Agreement shall be merged into any other documents executed in connection with the transactions contemplated herein.

8.14 Interpretation. The City and the Developer agree that this City Loan Agreement shall be interpreted without regard to which party drafted the City Loan Agreement.

8.15 No Relationship. The City and the Developer are not, for any purpose, partners or joint ventures with respect to the development contemplated by this City Loan Agreement.

[Remainder of page intentionally left blank;
Signature page follows]

IN WITNESS WHEREOF, the parties hereby have caused this City Loan Agreement to be executed and delivered the date and year first above written.

DEVELOPER:

F&C Ramsey, LLC.

By _____
Its _____

CITY:

CITY OF RAMSEY, Minnesota, a public body corporate and politic under the laws of Minnesota

By _____
Its Mayor

By _____
Its City Clerk

EXHIBIT A

FORM OF DRAW REQUEST AND
DRAW REQUEST CERTIFICATION

F& C Ramsey, LLC, an Indiana limited liability company ("Developer"), hereby certify as follows (all terms not otherwise defined herein having the meanings set forth in the City Loan Agreement ("City Loan Agreement") dated _____, 2010, between the Developer and the City of Ramsey, Minnesota, a public body corporate and politic under the laws of Minnesota:

a. At the date hereof no suit or proceeding at law or in equity, and no notice has been received that any investigation or proceeding of any governmental body has been instituted or, to the knowledge of Developer, is threatened, which in either case could have a material adverse effect on the financial condition or business operations of Developer.

b. At the date hereof, no default or event of default (other than any attributable to City) under the City Loan Agreement or under any of the other Loan Documents has occurred and is continuing, and no event has occurred which, upon the service of notice and/or the lapse of time, would constitute an event of default thereunder, except the following:

c. The representations and warranties set forth in Article V of the City Loan Agreement are hereby reaffirmed and restated, and Developer represents and warrants to City that the same are true, correct and complete on the date hereof, except as to the following: _____.

d. No material adverse change has occurred in the financial condition or in the assets or liabilities of Developer from those set forth in the latest financial statements for each furnished to City, except the following: _____.

e. The progress of construction of the Project is such that it can be completed on or before the Completion Date specified in the City Loan Agreement for the cost originally represented to City, except for the following: _____.

f. The City Loan, as of the date hereof, is in balance as required by the City Loan Agreement, and the undisbursed proceeds of the City Loan, including the Advance requested herein, together with undisbursed proceeds of Developer's loan from _____ are adequate and sufficient to pay for all labor, materials, equipment, work, services and supplies necessary for the completion of the Minimum Improvements to which such Advance relates, including the installation of all fixtures and equipment required for the operation of the completed Project, except for the following increases in the total cost of the Minimum Improvements: _____.

g. The labor, materials, equipment, work, services and supplies described herein have been performed upon or furnished to the Project in full accordance with the Plans, which have not been amended except as expressly permitted by the City Loan Agreement.

h. There have been no changes in any estimated costs relating to the completion of the Minimum Improvements from those set forth on the Construction Cost

Statement, as amended by any amendment thereto heretofore delivered by Developer to City and approved by City, if such approval is required by the City Loan Agreement.

i. All bills for labor, materials, equipment, work, services and supplies furnished in connection with the construction of the Minimum Improvements, which could give rise to a mechanic's lien if unpaid, have been paid, will be paid out of the requested Advance or are not yet due and payable.

j. All claims for mechanics' liens which shall have arisen or could arise for labor, materials, equipment, work, services or supplies furnished in connection with the Project through the last day of the period covered by the requested Advance have been effectively waived in writing, or will be effectively waived in writing when payment is made and such written lien waiver shall be delivered to City or its disbursing agent prior to the next Advance or final Advance against the City Note, or sooner as may be requested by the Title Company or City.

k. All funds advanced under the City Loan Agreement to date have been utilized as specified in the Draw Requests pursuant to which the same were advanced, exclusively to pay costs incurred for or in connection with constructing the Minimum Improvements and developing the Development Property and the Project, and Developer represents that no part of the City Loan proceeds have been paid for labor, materials, equipment, work, services or supplies incorporated into or employed in connection with any project other than the Project, as that term is defined in the City Loan Agreement. Developer further represents that all funds covered by this Draw Request are for payment for labor, materials, equipment, work, services or supplies furnished solely in connection with the construction and completion of the Minimum Improvements.

Developer authorizes and requests City to charge the total amount of this Draw Request against Developer's City Loan account and to advance from the proceeds of the City Loan the funds hereby requested, and to make or authorize disbursement of said funds to the Title Company for disbursement to Developer in amounts up to, but not exceeding, the amounts listed herein, subject to the requirements of and in accordance with the procedures provided in the City Loan Agreement. The Advance made pursuant to this Draw Request is acknowledged to be an accommodation to Developer and is not a waiver by City of any Defaults or Events of Default under the City Loan Agreement or any of the other Loan Documents or any other claims of City against Developer.

The advances and disbursements on the attached sheets are hereby approved and authorized.

F & C Ramsey, LLC,
An Indiana limited liability company

By_____
Its _____

PROMISSORY NOTE

$1,420,000.00 Ramsey, Minnesota
_____, 2011

FOR VALUE RECEIVED, F&C Ramsey, LLC, an Indiana limited liability company ("Borrower") promises to pay to the order of the City of Ramsey, Minnesota, a home rule charter city organized and existing under the constitution and laws of the State of Minnesota ("Lender") the principal sum of ONE MILLION FOUR HUNDRED TWENTY and 00/100 Dollars ($1,420,000.00), or so much thereof as Lender has actually advanced to Borrower pursuant to the terms of that certain City Loan Agreement between Lender and Borrower of even date herewith (the "City Loan Agreement"), together with interest thereon as provided for in this Promissory Note. Borrower shall make payments to Lender at Ramsey Municipal Center, 7550 Sunwood Drive, Ramsey, Minnesota 55303, or at such other place as Lender may from time to time designate, in writing, in lawful money of the United States of America. Borrower, Lender and The Housing and Redevelopment Agreement Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the state of Minnesota (the "HRA") are also parties to a Development Agreement dated _____, 2010 and recorded in the office of the Anoka County Registrar of Titles on _____, 2010, as Document No. _____ (the "Development Agreement"). Capitalized terms used in this Promissory Note and not defined herein have the meanings established for such terms in the Development Agreement.

Absent a default by Borrower in the timely payment of amounts due under this Promissory Note, no interest shall accrue on the outstanding amounts due under this Promissory Note until April 1, 2024. In lieu of non-default interest prior to April 1, 2024 and as consideration for the extension of credit, Lender is charging Borrower a one-time fee of $120,000.00 as set forth in the City Loan Agreement. Commencing on April 1, 2024 simple interest will accrue on the unpaid principal balance of this Promissory Note at the rate of 6.25% per annum until this Promissory Note is paid in full. If, at any time, Borrower defaults in the timely payment of any amounts due under this Promissory Note, Lender gives Borrower notice of the default and Borrower does not cure the default within ten (10) business days of Lender's Notice, interest shall accrue on the outstanding principal balance of this Promissory Note from the date of the default through the date Borrower cures all defaults under this Promissory Note at the rate of twelve percent (12%) per annum.

Commencing on April 1, 2014 and continuing on each April 1 thereafter until April 1, 2029, Borrower must pay to Lender, in certified or wire transferred funds and for application to the outstanding principal and interest, if any, due under this Promissory Note, an amount equal to 20% of the Net Cash Flow, as defined in the Development Agreement, for the immediately preceding calendar year. Commencing on April 1, 2014 and continuing on each April 1 thereafter until April 1, 2029, Borrower must also provide Lender with a statement from a certified public account setting forth the "Net Cash Flow," "Net Operating Expenses" and "Operating Expenses," as defined in the Development Agreement, for the immediately preceding calendar year and with such back-up documentation regarding income, expenses and debt service as Lender may reasonably request to confirm the certified public accountant's (who may be an

employee of an affiliate of Borrower) calculation of "Net Cash Flow," "Net Operating Income," and "Operating Expenses."

In addition to the annual payments described in the preceding paragraph, if and each time Developer refinances a "Construction Loan," as defined in the Development Agreement, Developer must make an additional payment to the City, for application to the outstanding principal and accrued, unpaid interest, if any, due under this Promissory Note, in an amount equal to 20% of the difference between the principal amount of the new Construction Loan and the amount of the outstanding principal and accrued, unpaid interest under the Construction Loan that is being refinanced. Notwithstanding the foregoing, if Developer refinances a Construction Loan to obtain additional funds that are necessary to complete the initial construction of the Minimum Improvements, Developer is not obligated to pay the City 20% of the amount of the new loan that Developer uses to pay costs of completing the initial Construction of the Minimum Improvements.

The entire outstanding principal amount of this Promissory Note and all accrued interest, if any, is due and payable in full upon the earlier of April 1, 2029 or the date there is a "Sale of the Development Property," as defined in the Development Agreement.

Borrowers may prepay this Promissory Note, in whole or in part, at any time and, if in part, from time to time, during the entire term of this Promissory Note. All payments shall be applied first to the payment of accrued, unpaid late charges then to and accrued, unpaid interest, if any, with the balance, if any, applied to the reduction of principal.

This Promissory Note is the note referred to as the "City Note" in the Development Agreement and in the City Loan Agreement and is subject to the additional terms and conditions set forth in the Development Agreement, the City Loan Agreement and each of the "Loan Documents," as defined in the City Loan Agreement.

If a payment due hereunder is not made within five days after the date when due, Borrower shall pay to Lender a late payment charge of 5% of the amount of the overdue payment to compensate Lender for a portion of the cost related to handling the overdue payment. Failure to exercise any option provided herein shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Borrower agrees that if, and as often as, this Note is given to an attorney for collection or to defend or enforce any of Lender's rights hereunder, Borrower will pay to the Lender Lender's reasonable attorneys' fees together with all court costs and other expenses paid by Lender.

Borrower waives presentment, protest and demand, notice of protest, demand and of dishonor and nonpayment of this Promissory Note and any lack of diligence or delays in collection or enforcement of this Note. Borrower agree that this Promissory Note, or any payment hereunder, may be extended from time to time, and Borrowers consent to the release of any party liable for the obligation evidenced by this Promissory Note, the release of any of the security for this Note, the acceptance of any other security therefore, or any other indulgence or forbearance whatsoever, all without notice to any party and without affecting the liability of Borrowers.

Borrowers represent and warrant to Lender that Borrower will use the proceeds of the loan evidenced by this Promissory Note solely for business purposes.

If Borrower defaults on the performance of one or more of Borrower's obligations under this Promissory Note or upon the occurrence of any other "Event of Default" (as defined in the Development Agreement or the City Loan Agreement), the entire outstanding principal balance hereof and all accrued interest and other amounts due hereon shall, at the option of the Lender, become immediately due and payable, without notice or demand, provided, however that if an Event of Default described in Section 8.1(h) of the City Loan Agreement occurs, all sums outstanding on this Note shall become immediately due and payable in full without notice or demand whatsoever.

THIS NOTE SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS OR PRINCIPLES THEREOF. WHENEVER POSSIBLE, EACH PROVISION OF THIS NOTE AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO, SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER SUCH APPLICABLE LAW, BUT, IF ANY PROVISION OF THIS NOTE OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER SUCH APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS NOTE OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO.

AT THE OPTION OF LENDER, THIS NOTE MAY BE ENFORCED IN MINNESOTA STATE COURT SITTING IN ANOKA COUNTY; AND BORROWERS CONSENT TO THE JURISDICTION AND VENUE OF SUCH COURT AND WAIVE ANY ARGUMENT THAT VENUE IN SUCH FORUM IS NOT CONVENIENT. IN THE EVENT BORROWERS COMMENCE ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS NOTE, LENDER AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO THE JURISDICTION AND VENUE ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

EACH OF THE BORROWERS AND LENDER IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE OR ANY OF THE LOAN DOCUMENTS (AS DEFINED IN THE LOAN AGREEMENT) OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Time is of the essence of this Note and each of the provisions hereof.

IN WITNESS WHEREOF, Borrowers have executed this Note as of the date first above written.

F & C RAMSEY, LLC

By:_____
Its: Chief Manager

GUARANTY

_____, 2011

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the City of Ramsey, Minnesota, a charter city organized and existing under the constitution and laws of the State of Minnesota (the "City"), to lend $1,420,000 to F & C Development, Inc., an Indiana corporation (the "Developer") pursuant to the terms of that certain City Loan Agreement between the Developer and the City of even date herewith (the "City Loan Agreement") and the related Promissory Note executed by Developer in favor of the City of even date herewith (the "City Note"), the undersigned hereby absolutely and unconditionally guarantees to the City the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, all amounts payable by Developer to the City pursuant to the City Loan Agreement, the City Note, and all other Loan Documents (as defined therein), as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several (all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness").

The undersigned further acknowledges and agrees with City that:

1. No act or thing need occur to establish the liability of the undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the undersigned or modify, reduce, limit or release the liability of the undersigned hereunder.

2. So long as any portion of the Indebtedness remains outstanding, the undersigned shall, on or before May 15 of each year, provide the City with a reviewed financial statement for the undersigned prepared by an independent accounting firm in accordance with generally accepted accounting principals, consistently applied. If, in any year, the undersigned's net worth is less than $2,200,000.00 then the City shall have the right, upon ten (10) days written notice to Developer and the Developer's failure to provide a replacement guaranty from another individual or entity reasonably acceptable to the City and having a net worth of $2,200,000.00 or more, as evidenced by a current reviewed financial statement for the replacement guarantor prepared by an independent accounting firm in accordance with generally accepted accounting principals, consistently applied, to declare the Indebtedness immediately due and payable, and the undersigned will forthwith pay to the City the full amount of all Indebtedness, whether due and payable or unmatured. If the undersigned voluntarily commences or there is commenced involuntarily against the undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

3. The liability of the undersigned hereunder shall include accrued interest, all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the undersigned hereunder. The City may apply any sums received by or available to the City on account of the Indebtedness from Developer, from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the undersigned hereunder.

4. The undersigned will pay or reimburse the City for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the City in connection with the

protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

5. Whether or not any existing relationship between the undersigned and Developer has been changed or ended and whether or not this guaranty has been revoked, the City may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the undersigned and without any notice to the undersigned. The liability of the undersigned shall not be affected or impaired by any of the following acts or things (which the City is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver or indulgence granted to Developer, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Developer or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof of substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any modification, substitution, discharge, impairment, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the City under §1111(b) of the United States Bankruptcy Code.

6. The undersigned waives any and all defenses, claims and discharges of Developer, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert, plead or enforce against the City any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Developer or any other person liable in respect of any Indebtedness, or any setoff available against the City to Developer or any such other person, whether or not on account of a related transaction. The undersigned expressly agree that the undersigned shall be and remain liable for any deficiency remaining after foreclosure of any deed of trust or security interest securing Indebtedness, whether or not the liability of Developer or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

7. The undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The City shall not be required first to resort for payment of the Indebtedness to Developer or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

8. If any payment applied by the City to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Developer or any other obligor) the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

9. The liability of the undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the undersigned to the City as guarantor or otherwise, without any

limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

10. The undersigned represents and warrants to the City that (i) the undersigned has full power and authority to make and deliver this guaranty; (ii) the execution, delivery and performance of this guaranty by the undersigned does not and will not violate the provisions of, or constitute a default under, any presently applicable law or any agreement presently binding on the undersigned; (iii) this guaranty has been duly executed and delivered by the undersigned and constitutes the undersigned's lawful, binding and legally enforceable obligation (subject to the United States Bankruptcy Code and other similar laws generally affecting the enforcement of creditors' rights); and (iv)the execution and delivery and performance of this guaranty does not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

11. This guaranty shall be effective upon delivery to the City, without further act, condition or acceptance by the City, shall be binding upon the undersigned and the successors and assigns of the undersigned and shall inure to the benefit of the City and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are to be severable. This guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the undersigned and the City. The undersigned waives notice of the City's acceptance hereof and waives the right to a trial by jury in any action based on or pertaining to this guaranty.

12. This guaranty shall be construed according to the laws of the State of Minnesota in which state it shall be performed by the undersigned. The undersigned hereby consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this guaranty, waives any argument that venue in such forums is not convenient, and agrees that any litigation initiated by the undersigned against the City in connection with this guaranty may be venued in either the District Court of Anoka County, Minnesota or the United States District Court in Minnesota.

13. The undersigned represents, warrants, acknowledges and agrees that: (i) the undersigned will receive direct economic benefit from the loans and advances made by the City to Developer evidenced by the Indebtedness, (ii) the City is making advances to Developer in reliance upon this guaranty, and (iii) the undersigned has received reasonably equivalent value in return for the undersigned's execution and delivery of this guaranty.

14. The undersigned waives and relinquishes any right of subrogation or other right of reimbursement from the Developer or the Developer's estate and any other right to payment from the Developer or the Developer's estate, arising out of or on account of any sums paid or agreed to be paid by the undersigned under this guaranty, whether any such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured. The provisions of this paragraph are made for the express benefit of Developer as well as City and may be enforced independently by Developer.

15. The creation or existence from time to time of Indebtedness in excess of the amount to which the right of recovery under this Guaranty is limited is hereby authorized, without notice to the undersigned, and shall in no way affect or impair the rights of the Lender and the obligations of the undersigned under this Guaranty.

16. The undersigned hereby agrees to deliver to the City, as soon as available, and in any event within 120 days of the end of each calendar year, a sworn statement of the undersigned, in the form provided by City, and including, without limitation, a copy of the undersigned's annual internally-prepared financial statement and federal tax return in such form and detail as City may require.

IN WITNESS WHEREOF, this guaranty has been duly executed by the undersigned the day and year first above written.

Flaherty & Collins Construction, Inc.
an Indiana corporation

By: _____

Its: President

SIGNATURE PAGE TO GUARANTY

ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of this _____ day of _____, 2010, is between the City of Ramsey, Minnesota a home rule charter city organized and existing under the constitution and the laws of the State of Minnesota (the "City") and F & C Development, Inc., an Indiana corporation (the "Developer").

WITNESSETH

WHEREAS, on or before the date hereof the City, The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota (the "HRA") and the Developer have entered into a Development Agreement dated as of _____, 2010 (the "Development Agreement") regarding the property located in the City and legally described on the attached Exhibit A (the "Development Property").

WHEREAS, it is contemplated that pursuant to said Development Agreement, the Developer will construct certain "Minimum Improvement," as defined in the Development Agreement, on the Development Property in accordance with construction plans approved by the City (the "Project").

WHEREAS, the City and Developer desire to establish a minimum market value for the Development Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177.

WHEREAS, the Developer has acquired the Development Property.

WHEREAS, the City and the Assessor have reviewed Final Construction Plans, as defined in the Development Agreement for the Project.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. The Project shall be assessed for ad valorum real estate tax purposes at the minimum market values set forth on the attached Exhibit B, for assessment years 2013 through and including 2037.

2. The minimum market values herein established shall be of no further force and effect and this Agreement shall terminate on the earlier of (i) December 31, 2037; or (ii) the date on which the City's Tax Increment Financing District No. ____ expires or is otherwise terminated. If this Agreement terminates earlier than December 31, 2037, the City shall duly execute and record a release of this Agreement, upon the written request of the then holder of fee title to the Development Property.

3. This Agreement shall be recorded by the City with the County Recorder of Anoka County, Minnesota. The Developer shall pay all costs of recording.

4. Nothing in this Agreement limits the discretion of the Assessor to assign a market value to the Development Property in excess of the minimum market values set forth herein nor prohibits the Developer from seeking, through the exercise of legal or administrative remedies, a reduction of the Development Property's market value for ad valorum real estate tax purposes, but the Developer may not seek a reduction of the Development Property's market value for ad valorum real estate tax purposes below the applicable minimum market value with respect to any year during which this Agreement remains in effect.

5. Neither the preambles nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the Development Agreement between the City and the Developer.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the City, the Developer and the Assessor have caused this Agreement to be executed in their names and on their behalf all as of the date set forth above.

CITY OF RAMSEY, MINNESOTA

(SEAL)

By_____
Its Mayor

By_____
Its City Clerk

STATE OF MINNESOTA)
): ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the Mayor and _____ the City Clerk, of the City of Ramsey on behalf of said City.

_____
Notary Public

F & C RAMSEY, LLC.

By_____
Its: Chief Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____ of F & C Ramsey, LLC., an Indiana limited liability company, on behalf of said corporation.

_____
Notary Public

This Instrument Drafted By:

Briggs and Morgan, P.A. (TLB)
2200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2157

Signature page for Assessment Agreement by and between the City of Ramsey, Minnesota, F & C Ramsey, LLC. and the Anoka County Assessor.

EXHIBIT A TO ASSESSMENT AGREEMENT

Legal Description of Development Property

Lot 3, Block 1, COR ONE, Anoka County, Minnesota.

SCHEDULE OF MINIMUM MARKET VALUES

Assessment Year	Minimum Market Value
2012	
2013	
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the Assessment Agreement dated as of _____, 2011 between the City of Ramsey, Minnesota and F & C Development, Inc., an Indiana corporation; the Construction Plans for the Project, as defined in the Assessment Agreement; and the market value currently assigned to land upon which the improvements are to be constructed and being of the opinion that the minimum market values contained in the Assessment Agreement appears reasonable, hereby certifies as follows:

The undersigned Assessor, being legally responsible for the assessment of the above described property, hereby certifies that the market values assigned to such land and improvements are reasonable.

_____
County Assessor for Anoka County

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____, 2011, by _____, the County Assessor of Anoka County.

_____
Notary Public

CC Regular Session **Item #: 7. 6.**

Date: 11/23/2010

By: Tim Gladhill
Community Development

Information

Title:

Request for Preliminary Site Plan Approval of Residence at The COR

Background:

F & C Development, Inc. has applied for site plan review for a four (4) story, 230 unit apartment complex in The COR, located west of and in front of the existing municipal parking ramp.

Notification:

Although notification is not required for site plan review, properties within 700 feet were notified via Standard US Mail of the associated Major Plat, and said Public Hearing was properly notified in the Anoka County Union.

Observations:

The project is part of the COR One major plat being processed by the City of Ramsey Housing and Redevelopment Authority (HRA). The proposed lot will be approximately 3.03 acres in size. The property is zoned TC-1, a sub-district consisting of a mix of residential, retail, service, professional, community service, recreational and similar uses on every block near, and within easy walking distance of the rail station.

Total finished square feet when completed will be approximately 254,534 square feet. The minimum floor area ratio in this district .75; the proposed net floor area rato is 1.92. The COR encourages shared and structured parking to maximize building coverages and maximize density, especially in the TC-1 sub-district. The TC-1 district regulations require two (2) to five (5) story buildings; the proposed building is four (4) stories.

The TC-1 Sub-District setback from street is 0-5 feet. According to City Code, at least 60% of the proposed building must be within the maximum setback. The proposed setback of the building appears to be five (5) feet from the proposed extension of the setback, which is proposed as the ‘build-to line’. Approximately four (4) feet of sidewalk is required on private property, necessitating a sidewalk easement. This essentially increases the ‘public realm’ into the Subject Property. The overall intent of placing structures close to the public area is still met, but the building is pushed further away from the right of way due to the extension of the sidewalk. Staff has forwarded a proposed ordinance to allow an alternative setback when sidewalks are on private property to allow green/soft space between the sidewalk and the building.

The site will derive public access from Sunwood and Civic Center Drives. The site will share an access on Sunwood and Civic Center Drive with a proposed site plan for Suite Living at The COR, reviewed separately. In addition, the site will access parking in the municipal parking ramp. Shared/ramp accesses shall be encumbered by shared access easements as necessary. The City reserves the right to amend any full access to a right-in, right-out movement as traffic patterns or public safety warrant.

The TC-1 sub-district sets a maximum parking space standard of two (2) per residential unit; which equates to 458 spaces in this case. The site plan proposes sixteen (16) on-site parking spaces, with additional on-street capacity. A majority of the parking will be accommodated by a dedicated parking agreement in the existing municipal ramp. The ramp can accommodate 790 parking spaces: 350 dedicated for transit use, 300 proposed for Residence at The COR, and 106 for Municipal Center use. This leaves 34 additional spaces for use in the ramp. Staff recommends there will be adequate parking remaining in the ramp, as this ramp was always envisioned to accommodate parking for abutting uses.

Landscape plans are generally acceptable with changes outlined in the Staff Review Letter. Sidewalks and standard landscaping must be provided along Civic Center Drive.

Revised Civil Engineering plans must be submitted prior to forwarding the final site plan request to City Council, with changes outlined in the Staff Review Letter. Revised plans must note relocation and restoration plans for existing infrastructure if disturbed or removed.

Recommendation:

City Staff recommends approval of the preliminary site plan, contingent upon the City Staff Review Letter dated October 28, 2010, *revised November 17, 2010*.

Council Action:

Motion to approve/deny Preliminary Site Plan of Residence at The COR, contingent upon compliance with the City Staff Review Letter dated October 28, 2010, *revised November 17, 2010*.

Fiscal Impact

Budgeted Y/N:	Y
Budgeted Year:	2010
Fund:	Escrow

Funding:

All costs associated with reviewing the application for Preliminary Site Plan Review are the responsibility of the Applicant.

Attachments

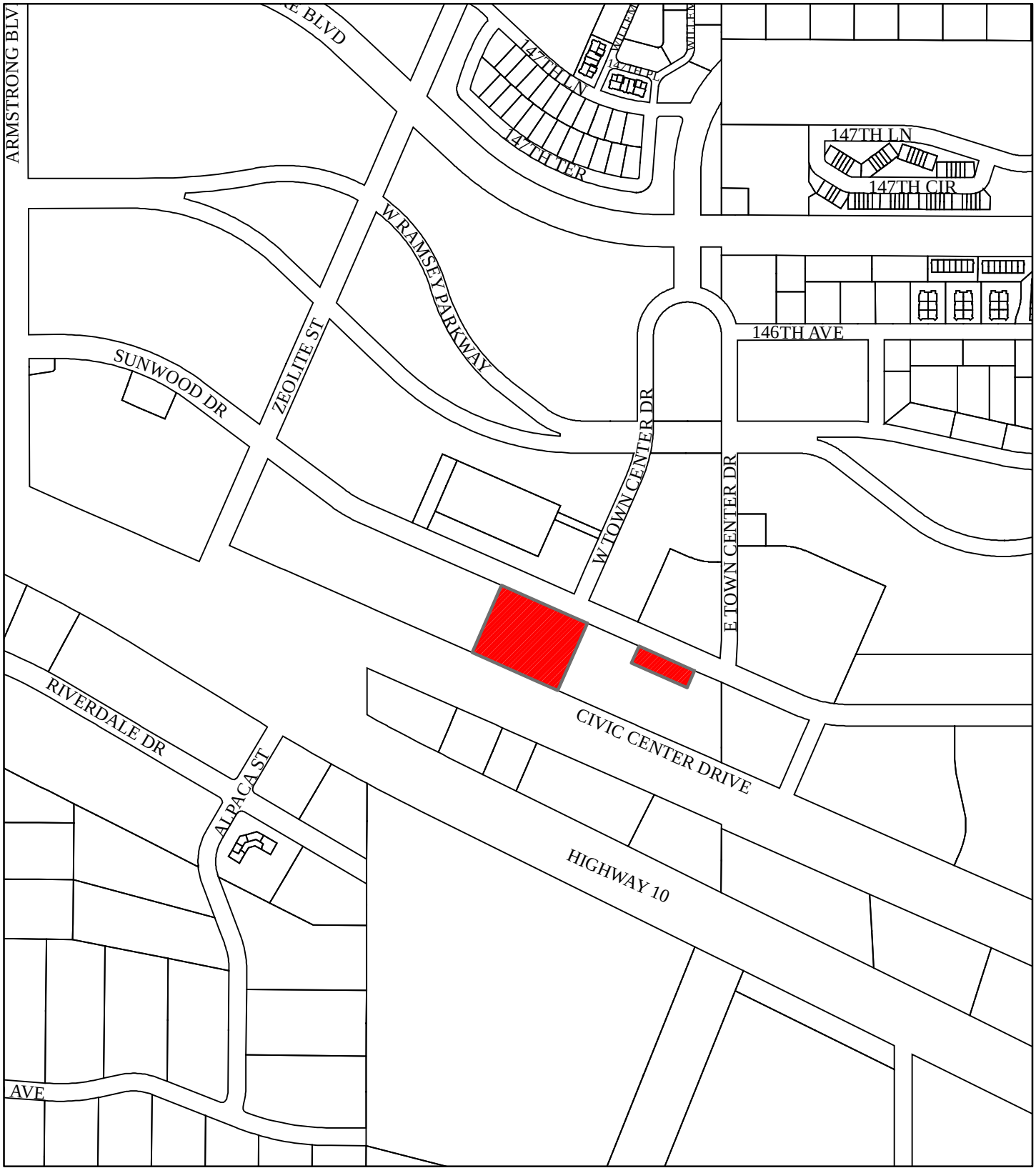
Site Location Map

Site Plan

Staff Review Letter

Form Review

Inbox	Reviewed By	Date
Tim Himmer	Tim Himmer	11/17/2010 11:25 AM
Amber Miller	Amber Miller	11/17/2010 11:46 AM
Tim Gladhill (Originator)	Tim Gladhill	11/17/2010 12:02 PM
Tim Himmer	Tim Himmer	11/17/2010 12:05 PM
Amber Miller	Amber Miller	11/17/2010 12:08 PM
Kurt Ulrich	Kurt Ulrich	11/18/2010 03:36 PM
Form Started By: Tim Gladhill		Started On: 11/16/2010 11:40 AM
Final Approval Date: 11/18/2010		



City of RAMSEY

The Residence at The COR

Legend

Site

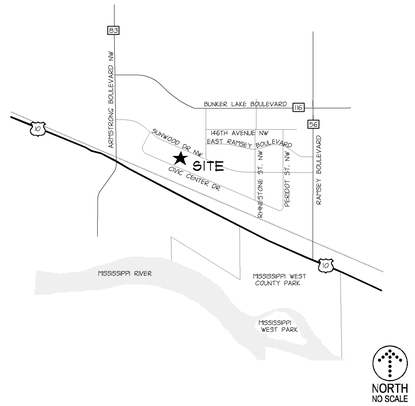
Parcels

0 650 1,300 Feet

THE RESIDENCE AT THE COR
RAMSEY, MN

AREA LOCATION MAP

RAMSEY, MN



ABBREVIATIONS

∅	Angle	JT.	Joint
&	And	L.F.	Lineal Feet
@	At	L.P.	Low Point / Liquid Petroleum
100 YR.	100 Year Flood Elevation	LB.	Pound
A.B.	Anchor Bolt	LGU	Local Governments Unit
A.D.	Area Drain	LONG.	Longitudinal
A/C	Air Conditioning Unit	LT.	Light / Lighting
ADD.	Addendum	MAINT.	Maintenance
ADDL.	Additional	MAS.	Masonry
ADJ.	Adjacent / Adjust	MATL.	Material
AHU	Air Handling Unit	MAX.	Maximum
ALT.	Alternate	MECH	Mechanical
ALUM.	Aluminum	MED.	Medium
ANOD.	Anodized	MFR.	Manufacturer
APPROX.	Approximate	MH	Manhole
ARCH	Architect / Architectural	MIN.	Minimum / Minute
AUTO.	Automatic	MISC.	Miscellaneous
AVG.	Average	MNDOT	Minnesota Department Of Transportation
B.C.	Back of Curb	MOD.	Module / Modular
BM.	Benchmark	MUL.	Mullion
B/W	Bottom of Wall	N.	North
BFE	Basement Floor Elevation	N.I.C.	Not In Contract
BIT	Bituminous (Asphaltic)	NO. OR #	Number
BLDG	Building	NOM	Nominal
BSMT.	Basement	NTS	Not to Scale
C.F.	Cubic Feet	NWE	Normal Water Elevation
C.F.S.	Cubic Feet Per Second	NWL	Normal Water Level
C.G.	Corner Guard	O.C.	On Center
C.J.	Control Joint	O.D.	Outside Dimension
C.L.	Centerline	O.E.	Overhead Electric
C.M.U.	Concrete Masonry Unit	OH.	Overhead
C.O.	Cleanout	OHWL	Ordinary High Water Level
C.O.E.	U.S. Army Corps Of Engineers	OPNG.	Opening
C.Y.	Cubic Yards	ORNG.	Orhand
CB	Catch Basin	P.C.	Point of Curvature
CBMH	Catch Basin Manhole	P.I.	Point of Intersection
CBH.	Cement	PIV	Post Indicator Valve
CIP	Cast Iron Pipe	P.L. OR P/L	Property Line
CMP	Corrugated Metal Pipe	P.O.B.	Point of Beginning
CONC.	Concrete (Portland)	P.S.F.	Pounds Per Square Foot
CONN.	Connection	P.S.I.	Pounds Per Square Inch
CONST.	Construction	P.T.	Point of Tangency
CONT.	Continuous	P.V.C.	Point of Vertical Curvature
CONTR.	Contractor	P.V.I.	Point of Vertical Intersection
COP.	Copper	P.V.T.	Point of Vertical Tangency
CU.	Cubic	PE	Polyethylene
D.S.	Down Spout	PED.	Pedestal / Pedestrian
DEG.	Degree	PERF.	Perforated
DEMO.	Demolition / Demolish	PREP.	Preparation
DEPT.	Department	PROJ.	Project
DET.	Detail	PROP.	Proposed
DIA.	Diameter	PVC	Poly-Vinyl-Chloride (Pipe)
DIAG.	Diagonal	PVMT.	Pavement
DIM.	Dimension	QTR.	Quarter
DIP	Ductile Iron Pipe	QTY.	Quantity
DN	Down	R	Radius
DWG.	Drawing	RAD.	Radius
E.	East	R.D.	Roof Drain
E.J.	Expansion Joint	R.E.	Remove Existing
E.O.S.	Emergency Overflow Swale	R.O.	Rough Opening
E.W.	Each Way	R.P.	Radius Point
EA.	Each	RCP	Reinforced Concrete Pipe
EL.	Elevation	R.S.	Rough Slab
ELEC.	Electrical	RE.	Regarding
ELEV.	Elevator	REINF.	Reinforced
EMER.	Emergency	REQ'D	Required
ENGR.	Engineer	REV.	Revision / Revised
ENTR.	Entrance	RGU	Regulatory Governments Unit
EQ.	Equal	ROW OR R/W	Right of Way
EQUIP.	Equipment	S.	South
EQUIV.	Equivalent	S.F.	Square Feet
EXIST.	Existing	SAN.	Sanitary Sewer
EXP.	Expansion	SECT.	Section
F & I	Furnish and Install	SE	Side Exit
F.B.O.	Furnished by Others	SEWO	Side Exit Walk Out
F.C.	Face of Curb	SHT.	Sheet
F.D.	Floor Drain	SIM.	Similar
F.D.C.	Fire Departments Connection	SLNT.	Sealant
F.V.	Field Verify	SPEC.	Specification
FB	Full Basement	SQ.	Square
FBWO	Full Basement Walk Out	STMH	Storm Sewer Manhole
FBLO	Full Basement Look Out	STD.	Standard
FDN.	Foundation	STRUCT.	Structural
FES	Flared End Section	SYM.	Symmetrical
FFE	Finished Floor Elevation	T	Thickness
FLR.	Floor	T/R	Top of Rim
FT. OR (')	Foot	T/W	Top of Wall
FUT.	Future	TEMP.	Temporary
G.B.	Grade Break	THK.	Thick / Thickness
G.C.	General Contractor	TNH	Top Nut Hydrant
GAL.	Gallon	TYP.	Typical
GALV.	Galvanized	U.N.O.	Unless Noted Otherwise
GFE	Garage Floor Elevation	V.B.	Vapor Barrier
GL.	Glass	V.C.	Vertical Curve
GR.	Grade	V.I.F.	Verify In Field
H.	Height	VER.	Verify
H.P.	High Point	VERT.	Vertical
HDPEP	High Density Polyethylene Pipe	VEST.	Vestibule
HGT.	Height	W	Width
HORIZ.	Horizontal	W.PT.	Working Point
HVAC	Heating, Ventilation, Air Conditioning	W.W.F.	Welded Wire Fabric
HYD	Hydrant	W/	With
I.D.	Inside Dimension	W/O	Without
IN. OR (")	Inches	WO	Walk Out
INFO.	Information	WETL.	Wetland
IN.	Inlet Elevation	WP	Waterproof
INSUL.	Insulation	WT.	Weight
INV.	Invert Elevation	YD.	Yard
		YR.	Year

SYMBOLS

EXISTING	DESCRIPTION	NEW	DESCRIPTION
123.4	CONTOUR	123.4	CONTOUR
	SPOT ELEVATION		SPOT ELEVATION
	BUILDING		BUILDING
	CANOPY / OVERHANG		UNDERGROUND STRUCTURE
	CONCRETE		RAILROAD
			CONCRETE
	CONCRETE CURB		CONCRETE CURB
	EDGE OF PAVEMENT		EDGE OF PAVEMENT
HEIGHT, TYPE	FENCING	HEIGHT, TYPE	FENCING
	GUARD RAIL		GUARD RAIL
	CONCRETE RETAINING WALL		CONCRETE RETAINING WALL
	FIELDSTONE RETAINING WALL		FIELDSTONE RETAINING WALL
	MODULAR RETAINING WALL		MODULAR RETAINING WALL
	SOIL BORING		DOORWAY
	LIGHT POLE		LIGHT STANDARD
	TREES	Ø##.	POWER POLE
	DENOTES TREE LIMITS	1.0%	SLOPE, DIRECTION OF FLOW
	MANHOLE		BOLLARD
	CATCH BASIN	X"STS	STORM SEWER
		X"SAN	SANITARY SEWER-WASTE
	FIRE HYDRANT	X"FM	FORCE MAIN
	WATER VALVE	X"RD	ROOF DRAIN COLLECTOR
	FLARED END SECTION	X"WTR	WATER MAIN
	IRON MONUMENT FOUND	X"FIRE	FIRE LINE (IF SEPARATE)
	IRON PIPE MONUMENT SET		FIRE DEPARTMENT CONNECTION
	P.K. NAIL		DOMESTIC WATER SERVICE
	POWERPOLE		CULVERT & END SECTION
	GUARD POST	G	GAS LINE
	UTILITY BOX (TV, TEL, ELEC)	X"SSD	SOIL SUBDRAIN
	TRAFFIC BOX	OE	ELECTRIC-OVERHEAD
GAS	GAS METER	UE	ELECTRIC-UNDERGROUND
GTI		OT	TELEPHONE-OVERHEAD
	TRAFFIC SIGN	UT	TELEPHONE-UNDERGROUND
	GUY WIRE	UTV	UNDERGROUND CABLE/TV
R/T	REGISTRAR OF TITLES	OTV	UNDERGROUND CABLE/TV
C/R	COUNTY RECORDER	LAWN SPRINKLER	LAWN SPRINKLER SLEEVE
X" STS	STORM SEWER LINE		
X" SAN	SANITARY SEWER LINE		
X" WTR	WATER MAIN		
G	UNDERGROUND GAS		
OT	OVERHEAD TELEPHONE		
UT	UNDERGROUND TELEPHONE		
UE	UNDERGROUND ELECTRIC		
OE	OVERHEAD ELECTRIC		
UTV	UNDERGROUND CABLE T.V.		
OTV	OVERHEAD CABLE T.V.		
W	WELL		
	RESTRICTED ACCESS		
1	NOTE NUMBER		
	DENOTES BITUMINOUS SURFACE		

EROSION CONTROL SYMBOLS

SYMBOL	DESCRIPTION
	SILT FENCE
	CONSTRUCTION LIMITS
	INLET PROTECTION

DRAWING SYMBOLS

SYMBOL	DESCRIPTION
3	NOTE REFERENCE
35	PARKING STALL COUNT
C7.2 / 1	LARGE SHEET DETAIL
C7.1	COORDINATE POINT
2	REVISION – ADDENDUM, BULLETIN, ETC.
Revised	REVISED AREA (THIS ISSUE)

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SHEET INDEX

C001	CIVIL TITLE SHEET
C101	EXISTING CONDITIONS
C201	SITE PLAN
C301	GRADING, DRAINAGE, PAVING, & EROSION CONTROL
C401	UTILITIES
E201	SITE LIGHTING
E202	SITE LIGHTING DETAILS
L201	LANDSCAPE
A300	BUILDING RENDERING AND ELEVATION

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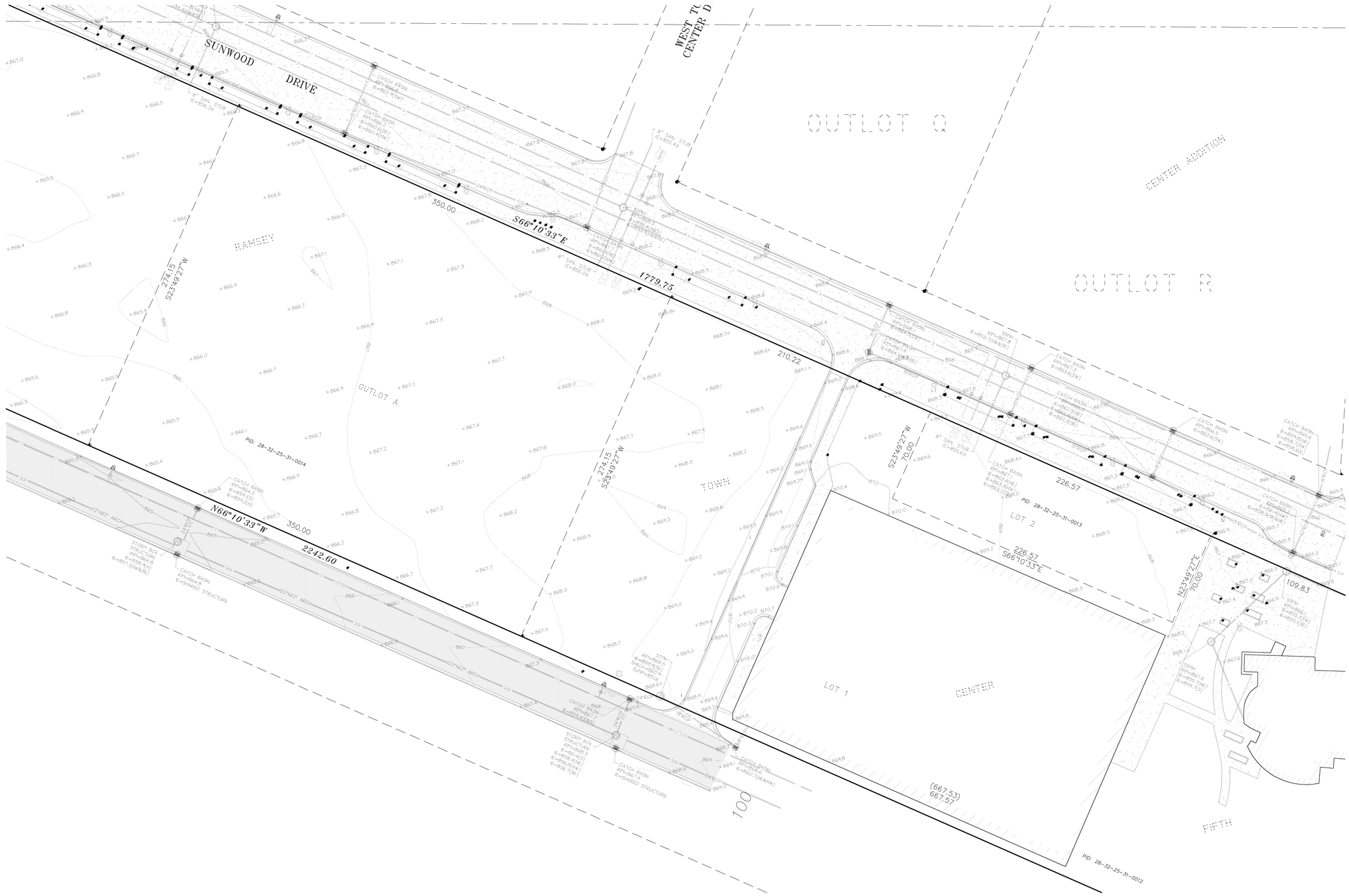
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CIVIL TITLE SHEET

C001

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SCOTT TROPPE Date
Registration No.

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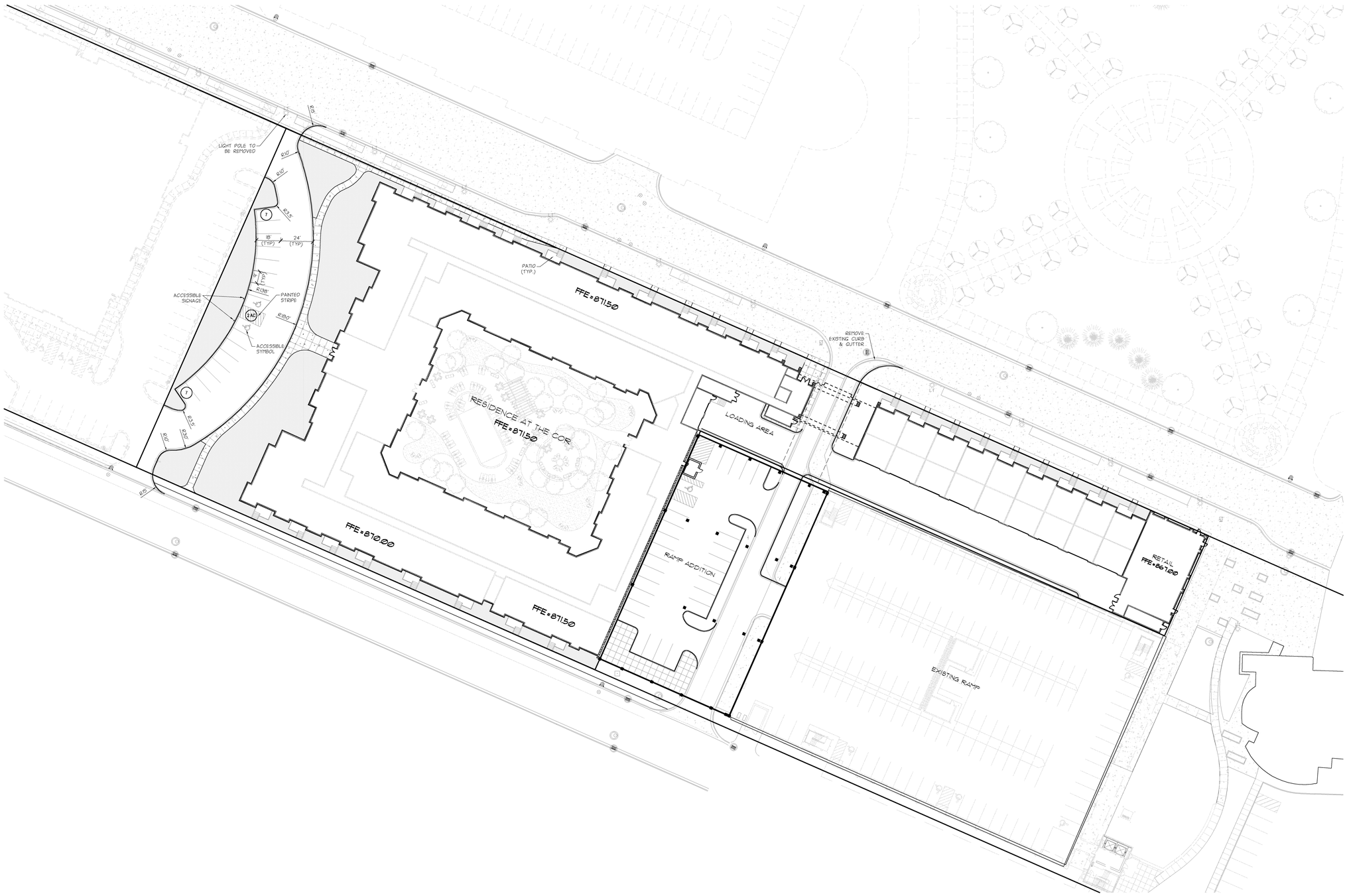
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EXISTING CONDITIONS

C101

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SITE PLAN NOTES

1. OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WITHIN, OR USE OF, PUBLIC RIGHT-OF-WAY.
2. THE DIGITAL FILE, WHICH CAN BE OBTAINED FROM THE ENGINEER, SHALL BE USED FOR STAKING. DISCREPANCIES BETWEEN THE DRAWINGS AND THE DIGITAL FILE SHALL BE REPORTED TO THE ENGINEER. THE BUILDING FOOTPRINT, AS SHOWN ON THESE DRAWINGS, AND THE DIGITAL FILE, SHALL BE COMPARED TO THE STRUCTURAL DRAWINGS PRIOR TO STAKING.
3. BUILDING LAYOUT ANGLES ARE PARALLEL WITH OR PERPENDICULAR TO THE PROPERTY LINE AT THE LOCATION INDICATED.
4. DIMENSIONS SHOWN ARE TO FACE OF CURB AND EXTERIOR FACE OF BUILDING UNLESS NOTED OTHERWISE.
5. DELINEATE PARKING STALLS WITH A 4-INCH WIDE WHITE/YELLOW PAINTED STRIPE. DELINEATE ACCESS AISLES WITH 4-INCH WIDE WHITE/YELLOW PAINTED STRIPES 18 INCHES ON CENTER AND AT 45 DEGREE ANGLE TO DIRECTION OF TRAVEL.
6. TRASH/RECYCLING AREAS: SEE ARCHITECTURAL DRAWINGS.

GREEN SPACE (LANDSCAPE AREA)

PARKING SUMMARY

PROVIDED PARKING:

STANDARD STALLS	(9'x18')	14 EA.
ACCESSBLE STALLS	(9'x18')	2 EA.
TOTAL PARKING STALLS PROVIDED:		16 EA.

AREA SUMMARY

EXISTING:

PERVIOUS	130,064	S.F.	98.4%
IMPERVIOUS	2,043	S.F.	1.6%
TOTAL (3.03 Ac)	132,107	S.F.	100.0%

PROPOSED:

PERVIOUS	17,350	S.F.	13.1%
IMPERVIOUS	114,757	S.F.	86.9%
TOTAL (3.03 Ac)	132,107	S.F.	100.0%

BUILDING SUMMARY

TOTAL NUMBER OF UNITS = 230
PROPOSED BUILDING GROSS SQUARE FOOTAGE = 254,534 S.F.
NET DENSITY = 76 PER ACRE

TOTAL LOT SIZE = 132,107 S.F.
TOTAL SITE COVERAGE OF BUILDING = 51%

ZONING AND PARKING SUMMARY

THE PROPERTY IS ZONED TC-1

BUILDING SETBACK INFORMATION IS AS FOLLOWS:
FRONT YARD = 0-5' BUILD TO LINE.
REAR = 0 FT.
SIDE = 0 FT.

PARKING SETBACK INFORMATION IS AS FOLLOWS:
FRONT YARD = 0 FT.
SIDE = 0 FT.

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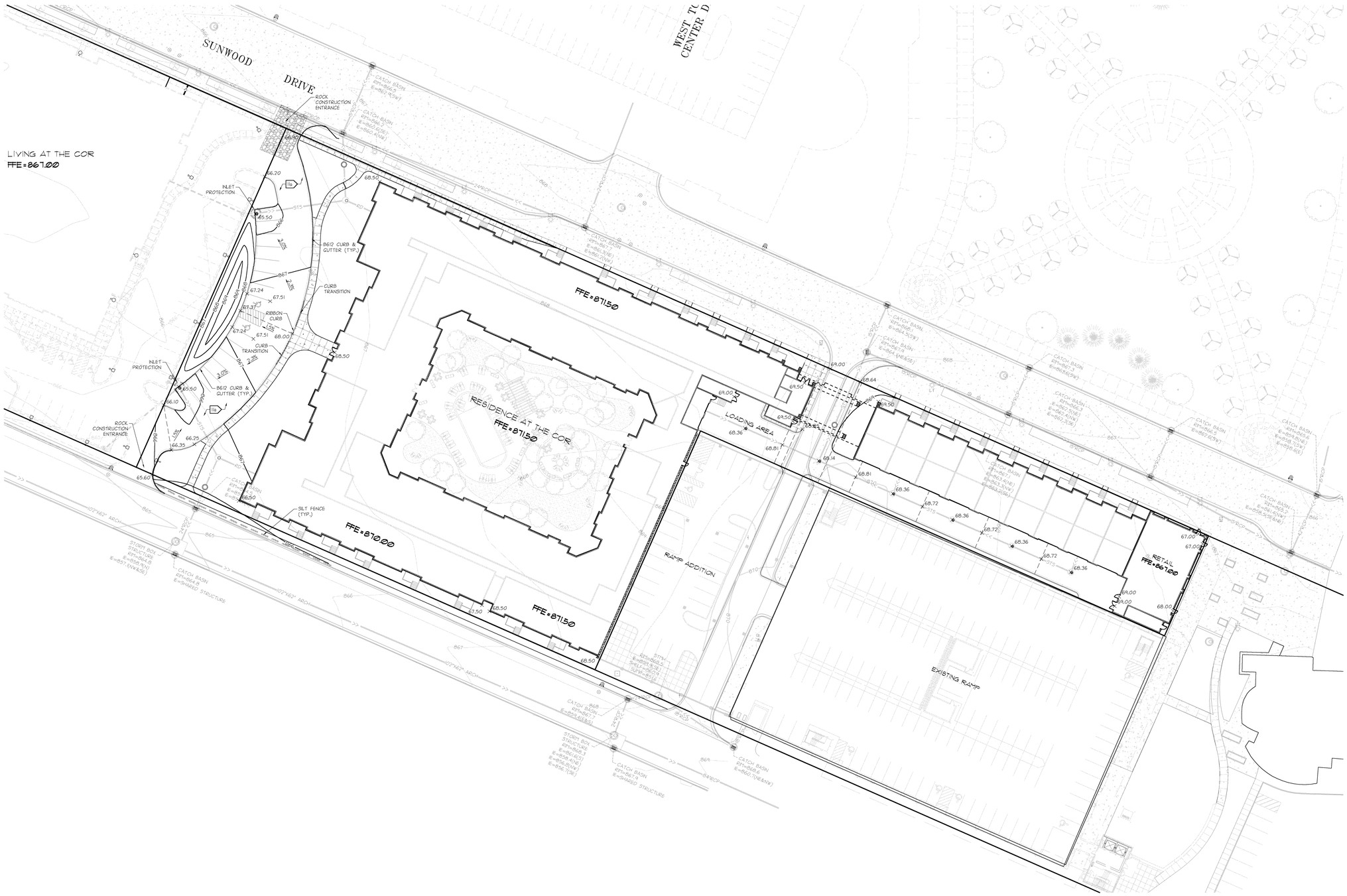
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SITE PLAN

C201

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GRADING NOTES

1. CONTACT UTILITY SERVICE PROVIDERS FOR FIELD LOCATION OF SERVICES 72 HOURS PRIOR TO BEGINNING GRADING.
2. REFER TO THE PRELIMINARY GEOTECHNICAL REPORT PREPARED BY **XXXXXXXX**, DATED **XX/XX/10**, FOR ADDITIONAL INFORMATION ON BACKFILL MATERIAL AND GROUNDWATER CONDITIONS.
3. REMOVE TOPSOIL FROM GRADING AREAS AND STOCKPILE SUFFICIENT QUANTITY FOR REUSE. MATERIALS MAY BE MINED FROM LANDSCAPE AREAS FOR USE ON SITE AND REPLACED WITH EXCESS ORGANIC MATERIAL WITH PRIOR OWNER APPROVAL.
4. REMOVE SURFACE AND GROUND WATER FROM EXCAVATIONS. PROVIDE INITIAL LIFTS OF STABLE FOUNDATION MATERIAL IF EXPOSED SOILS ARE WET AND UNSTABLE.
5. REFER TO STRUCTURAL SPECIFICATIONS FOR EARTHWORK REQUIREMENTS FOR BUILDING PADS.
6. AN INDEPENDENT TESTING FIRM SHALL VERIFY THE REMOVAL OF ORGANIC AND UNSUITABLE SOILS, SOIL CORRECTION, AND COMPACTION AND PROVIDE PERIODIC REPORTS TO THE OWNER.
7. PLACE AND COMPACT FILL USING LIFT THICKNESSES MATCHED TO SOIL TYPE AND COMPACTION EQUIPMENT TO OBTAIN SPECIFIED COMPACTION THROUGHOUT THE LIFT.
8. COMPACT MATERIAL IN PAVED AREAS TO 95% OF MAXIMUM DRY DENSITY, STANDARD PROCTOR (ASTM D698) EXCEPT THE TOP 3 FEET WHICH SHALL BE COMPACTED TO 100%. COMPACT TO 98% DENSITY WHERE FILL DEPTH EXCEEDS 10 FEET.

PAVING NOTES

9. SPOT ELEVATIONS AT CURBLINES INDICATE FLOWLINES UNLESS NOTED OTHERWISE. SEE SHEET C4.1 FOR RIM ELEVATIONS OF CATCH BASINS.

10 MEET AND MATCH EXISTING CURB. PROVIDE 3 FOOT TRANSITION.

11 PAVING SECTIONS (PRELIMINARY, REFER TO GEOTECHNICAL RECOMMENDATIONS)

a. BITUMINOUS PAVING (LIGHT DUTY)
   - 1.5-INCH WEAR
   - TACK COAT
   - 1.5-INCH BASE
   - 6-INCH AGGREGATE BASE (MNDOT 3138, CLASS 5)
   - COMPACTED SUBSOIL

b. CONCRETE WALKWAYS
   - 4-INCH CONCRETE WALK
   - 4-INCH AGGREGATE BASE (MNDOT 3138, CLASS 5)
   - COMPACTED SUBSOIL

c. CONCRETE DRIVES, APRONS, AND EXTERIOR SLABS
   - 8-INCH CONCRETE W/#4 REBAR AT 16 INCHES OC
   - 6-INCH AGGREGATE BASE (MNDOT 3138, CLASS 5)

EROSION PREVENTION AND SEDIMENT CONTROL NOTES

12. INSTALL PERIMETER SEDIMENT CONTROLS PRIOR TO BEGINNING WORK AND MAINTAIN FOR DURATION OF CONSTRUCTION. REMOVE CONTROLS AFTER AREAS CONTRIBUTING RUN OFF ARE PERMANENTLY STABILIZED AND DISPOSE OF OFF SITE.
13. LIMIT SOIL DISTURBANCE TO THE GRADING LIMITS SHOWN. SCHEDULE OPERATIONS TO MINIMIZE LENGTH OF EXPOSURE OF DISTURBED AREAS.
14. MANAGEMENT PRACTICES SHOWN ARE THE MINIMUM REQUIREMENT. INSTALL AND MAINTAIN ADDITIONAL CONTROLS AS WORK PROCEEDS TO PREVENT EROSION AND CONTROL SEDIMENT CARRIED BY WIND OR WATER.
15. EXCAVATE PONDS EARLY IN THE CONSTRUCTION SEQUENCE. REMOVE SEDIMENT FROM PONDS PERIODICALLY AND AFTER AREAS CONTRIBUTING RUN OFF ARE PERMANENTLY STABILIZED.
16. RESTORE DISTURBED OPEN AREAS WITH TEMPORARY SEED OR SOD WITHIN 72 HOURS OF COMPLETING GRADING IN EACH AREA.
17. SEED, SOD, MULCH AND FERTILIZER SHALL MEET THE FOLLOWING SPECIFICATIONS, AS MODIFIED.

ITEM	SPECIFICATION NUMBER
SOD	MNDOT 3878
SEED	MNDOT 3876
TYPE 50 @ 40 LB/AC	
TYPE 110A @ 60 LB/AC	
MULCH (TYPE 1 DISC ANCHORED)	MNDOT 3882
FERTILIZER	MNDOT 3881
GENERAL PLACEMENT	MNDOT 2575

18. SEE LANDSCAPING SHEETS FOR PERMANENT TURF ESTABLISHMENT.
19. SCRAPE ADJACENT STREETS CLEAN DAILY AND SWEEP CLEAN WEEKLY.

NPDES AREA SUMMARY

	EXISTING	PROPOSED	ULTIMATE
PERVIOUS	2.98 ACRES	0.40 ACRES	0.40 ACRES
IMPERVIOUS	0.05 ACRES	2.63 ACRES	2.63 ACRES
TOTAL	3.03 ACRES	3.03 ACRES	3.03 ACRES

LEGEND

:INLET PROTECTION (REFER TO SHEET C7.1)

:SILT FENCE

:CURB TRANSITION

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Daniel W. Swenson Date: 10/05/2010 Reg. No. 44301

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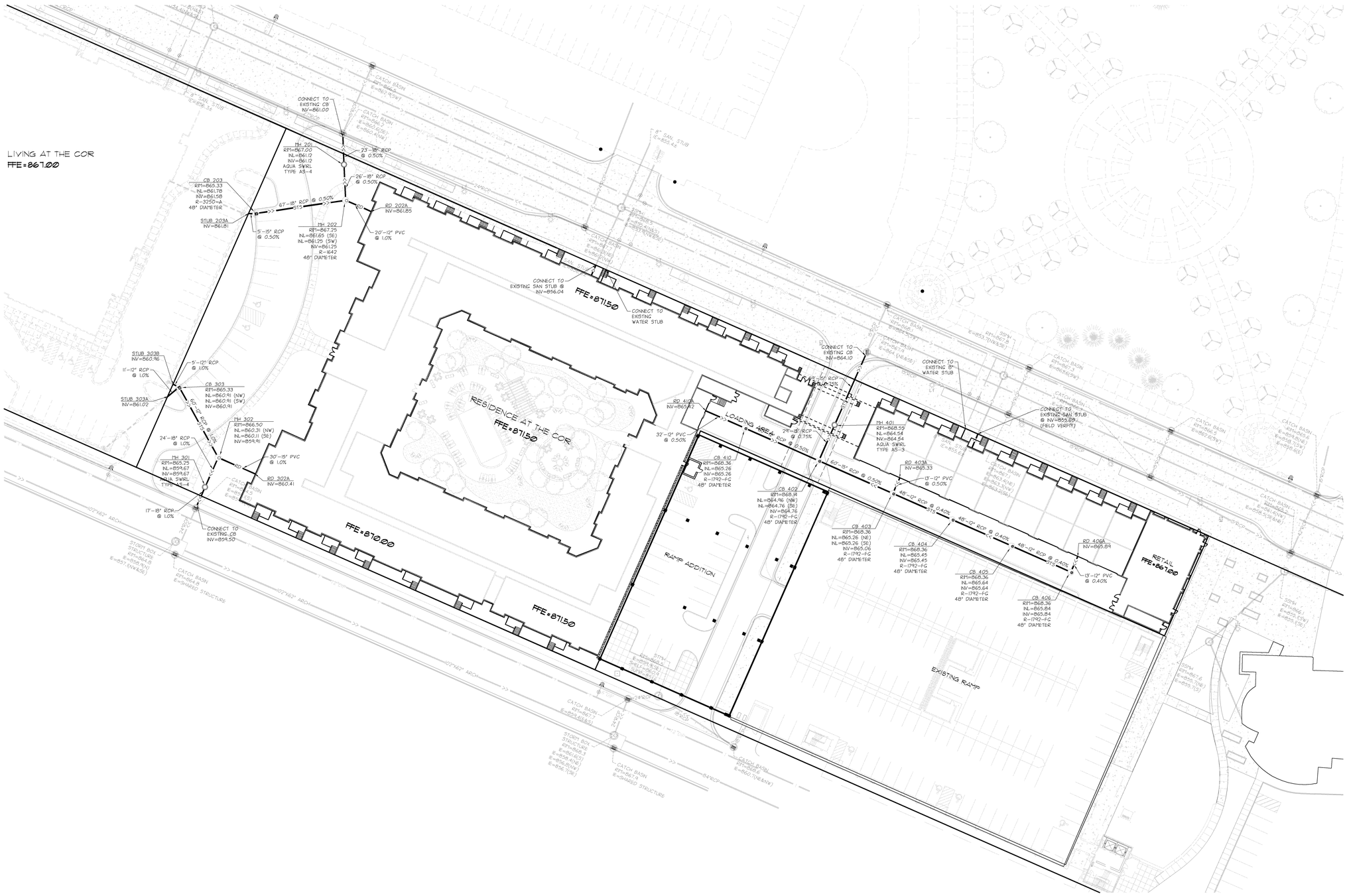
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GRADING, DRAINAGE, PAVING, & EROSION CONTROL

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UTILITY NOTES

1. PIPE MATERIALS
   - WATERMAIN — DIP CLASS 52
   - WATER SERVICE — TYPE K COPPER
   - SANITARY SEWER — PVC SDR 35
   - STORM SEWER — PVC SCHEDULE 40
   - RCP CLASS 5
2. CONTACT UTILITY SERVICE PROVIDERS FOR FIELD LOCATION OF SERVICES 72 HOURS PRIOR TO BEGINNING.
3. COORDINATE WITH PRIVATE UTILITIES TO PROVIDE ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICES TO BUILDING.
4. PROVIDE MEANS AND MEASURES TO PROTECT ADJACENT PROPERTY FROM DAMAGE DURING UTILITY INSTALLATION.
5. PIPE LENGTHS SHOWN ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE OR END OF END SECTION.
6. ADJUST STRUCTURES TO FINAL GRADE WHERE DISTURBED. COMPLY WITH REQUIREMENTS OF UTILITY. MEET REQUIREMENTS FOR TRAFFIC LOADING IN PAVED AREAS.
7. INSTALL TRACER WIRE WITH UTILITIES WITHIN THE PUBLIC RIGHT-OF-WAY OR EASEMENTS.
8. CONNECT TO CITY UTILITIES IN ACCORDANCE WITH CITY OF RAMSEY STANDARDS.
9. CONTACT CITY OF RAMSEY FOR WET TAP INSPECTION.
10. MAINTAIN 7.5 FEET OF COVER ON WATER.
11. DEFLECT WATER TO MAINTAIN 18-INCH MINIMUM OUTSIDE SEPARATION AT SEWER CROSSINGS. CENTER PIPE LENGTHS TO PROVIDE GREATEST SEPARATION BETWEEN JOINTS.
12. CONTACT CITY OF RAMSEY BUILDING DEPARTMENT FOR FLUSHING AND PRESSURE TEST INSPECTIONS.
13. PROVIDE 4-INCH RIGID FOAM INSULATION ON SANITARY SEWER LESS THAN 7 FEET DEEP.
14. BRING WATER AND SEWER SERVICES INTO BUILDING PER MECHANICAL DRAWINGS. JOIN AND ROUTE BUILDING STORM DRAINS AND CONNECT TO STORM SEWER MANHOLE.
15. CONNECT TO DOWNSPOUT WITH TRANSITION TO 6-INCH PVC AND ROUTE TO STORM SEWER.
16. INSTALL IRRIGATION SLEEVES FURNISHED BY IRRIGATION CONTRACTOR.

UTILITY NOTES

17. THE PRIMARY ELECTRIC FEED, TRANSFORMER, AND METER ARE PROVIDED AND INSTALLED BY XCEL ENERGY. THE TRANSFORMER PAD DESIGN IS PROVIDED BY THE UTILITY AND CONSTRUCTION IS BY THE CONTRACTOR. CONTACT UTILITY FOR PAD DETAIL. THE SECONDARY ELECTRIC AND CONDUITS SHALL BE INSTALLED BY THE ELECTRICAL CONTRACTOR.
18. SEE ELECTRICAL SITE PLAN FOR ADDITIONAL INFORMATION.
19. XCEL ENERGY WILL FURNISH AND INSTALL GAS SERVICE PIPING FROM THE MAINLINE TO THE METER. GAS SERVICE FROM THE METER SHALL BE INSTALLED BY THE MECHANICAL CONTRACTOR.
20. COORDINATE WITH MECHANICAL AND ELECTRICAL DRAWINGS FOR LOCATIONS OF SERVICE CONNECTIONS AND CONTINUATION OF SERVICES WITHIN BUILDING.
21. PROVIDE ONE 4-INCH PVC CONDUIT WITH PULL-STRING FROM EXISTING TELEPHONE SERVICE TO BUILDING.
22. PROVIDE CONDUITS FOR CABLE TELEVISION AND OTHER ELECTRONIC COMMUNICATION.

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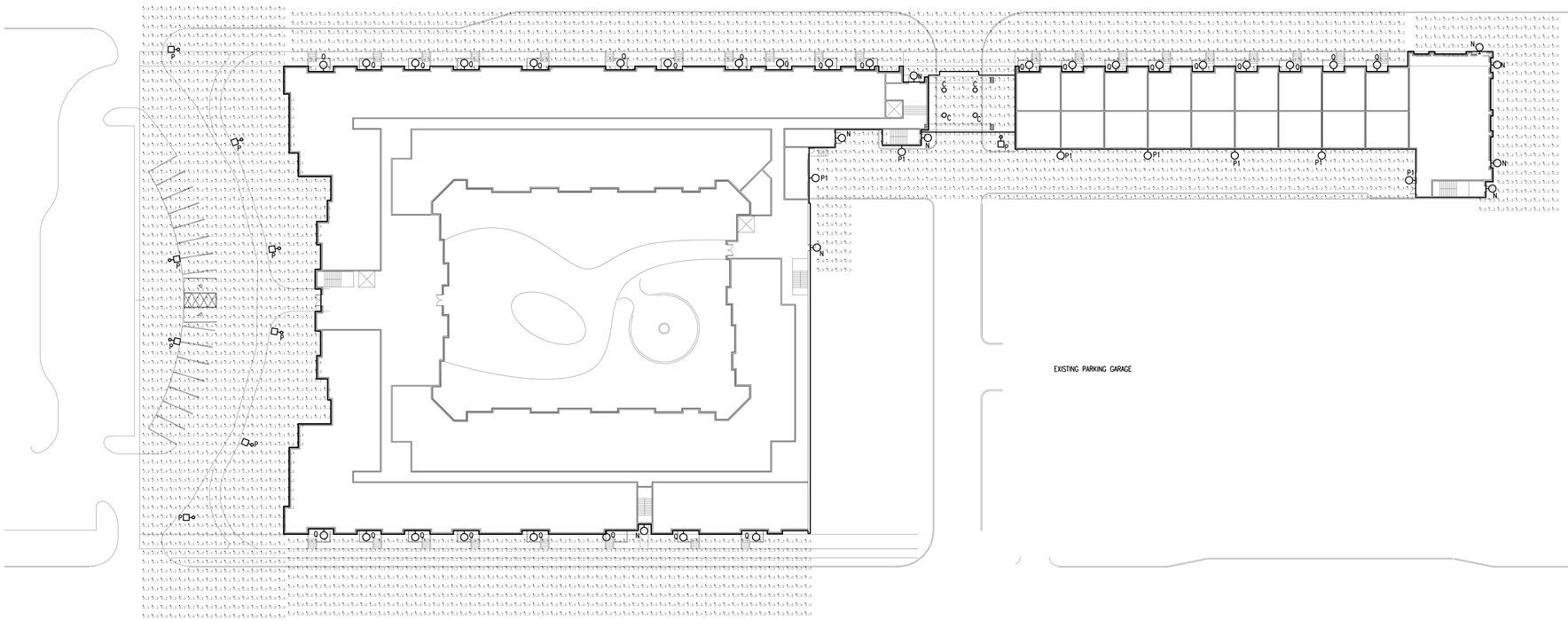
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UTILITIES

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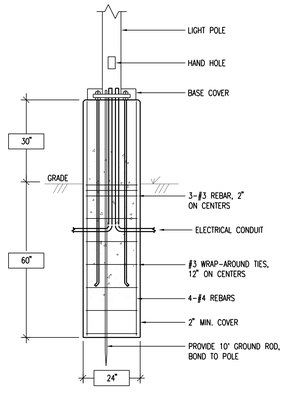


1 PHOTOMETRIC PLAN
1"=30'-0"

GENERAL NOTES

A. REFER TO LIGHT FIXTURE BASE DETAIL ON THIS SHEET FOR POLE MOUNTED FIXTURE TYPE 'P'.

B. REFER TO SHEET E2 FOR FIXTURE CUT SHEETS.



2 LIGHT FIXTURE BASE DETAIL
NO SCALE

THE RESIDENCE AT THE CORE
RAMSEY, MN

URBANWORKS ARCHITECTURE
901 North 3rd Street, Suite 145
Minneapolis, MN 55401

612.455.3100 (t)
612.455.3199 (f)

CONSULTANT

emanuelson-podas
consulting engineers
10401 Bren Road East
Minnetonka, MN 55343
ph: 952-930-0050
fax: 952-930-0777
www.epinc.net

PRELIMINARY

NOT FOR CONSTRUCTION

REVISIONS

#	Date	Description

DATE	10/04/2010
PROJECT #	10-0064
PHASE	Site Plan Review
DRAWN BY	CSK
CHECKED BY	MWF

PHOTOMETRIC PLAN

E1

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LITHONIA LIGHTING

Catalog Number	COR - Ramsey	
Name		Type C

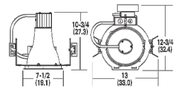
FEATURES & SPECIFICATIONS

HID Downlighting

6" LP6HN

OPEN REFLECTOR
Vertical Metal Halide ED-17 Lamp





INTENDED USE

Ideal for a wide variety of low- to medium-height ceiling applications including commercial, retail and hospitality spaces where an open or damp location lensed fixture is required.

OPTICAL SYSTEM

Aluminum full reflectors are optically designed to maximize lumen output and to provide superior glare control. Anodized finishes for open reflectors are semi-specular or diffuse in a variety of colors. Polyester powder coat finishes also are available in white.

Lenses are available in clear flat or tempered prismatic glass to provide optimal visual comfort and improved aesthetics. Lens is recessed 7/8 (2.2) from flange.

MECHANICAL SYSTEM

Utilizes an extruded socket housing that attaches to the reflector via key hole mount, which provides superior heat dissipation and extended lamp life. Socket housing also adjusts to accommodate varying lamp lengths.

Heavy gauge die formed galvanized steel mounting frame. Attached to frame are vertically adjustable mounting brackets for use with C channels, ½" steel conduit or 18 gauge flat bar hangers included, standard. Frames equipped with galvanized junction box UL Listed for through wire applications. Junction boxes equipped with (2) ½" and (4) ¾" sandoff knockouts with pryout slots and removable access doors.

Retaining clips packed with reflector for installation on rough-in.

Maximum 1-1/2" ceiling thickness.

ELECTRICAL SYSTEM

120V/277V electronic ballast is standard.

Thermally protected against improper contact with insulation.

Durable, pulse rated medium base porcelain socket with nickel-plated alloy screw shell and contact. Protected lamps ship standard.

Rated for #12 AWG conductor thru-branch wiring. Minimum 60° supply wire. Ground wire provided.

LISTING

Fixtures are UL Listed for thru-branch wiring, Non-IC recessed mounting, damp location, and to U.S. and Canadian Safety Standards.

Specifications

Max. height: 10-3/4 (27.3)
Ceiling opening: 7 (17.8)
Overlap trim: 7-1/2 (19.1)
Length: 13 (33.0)
Width: 12-3/4 (32.4)
All dimensions are inches (centimeters).



ORDERING INFORMATION

For shortest lead times, configure product using standard options (shown in bold).
Example: LP6HN 100M 609A 120/277

LP6HN	70M	609		120	WLP
Series	Wattage/lamp	Reflector/color	Lens type	Voltage	Options
LP6HN	Metal halide 50M 50W MP50/C/U 70M 72W MP70/C/U 100M 100W/MP100/C/U Color-corrected metal halide[1] 50MPC MPC50/C/MED 70MPC MPC70/C/MED 100MPC MPC100/C/MED	609 White open 609A Clear diffuse open 609AZ Clear semi-specular open 609G Gold diffuse open 609GZ Gold semi-specular open 609PR Pewter diffuse open 609WTZ Wheat semi-specular open	(blank) No lens CSL Clear glass lens TTG Tempered glass prismatic lens	120/277 120 277	SF Single fuse, must specify voltage. WLP Lamp (shipped separately). TRW White Range. LBH Lens barkeepers.

NOTES:
1 Ceramic arc tube consistent-color lamp. Philips MasterColor or GE ConstantColor.

Accessories

Order as separate catalog number

BCAS Sloped ceiling adapter. Degree of slope must be specified (10D, 15D, 22D, 25D, 30D, 45D). Ex: BCAS 10D.

CTES Ceiling thickness extender to accommodate ceiling thickness in greater than 1-1/2 (3.8). Maximum thickness 2 (5.1).

Downlighting and Track

Sheet #: LP6HN-OPEN

Job: **COR - Ramsey**
Type: N
Notes:

110 Line

111 Mini Sconce

Page 1 of 3



The 110 Line combines high output and full cutoff performance with design and construction worthy of landmark architecture. The 111 Mini Sconce mirrors the renowned Gardco 100 Line, with classic styling, intelligent engineering and integrity of construction. This compact luminaire provides full cutoff performance without the high angle brightness associated with refractor type products, making them an attractive choice for controlled illumination at points of entry. Add to this seamless material transitions, flawless finishes and engineering considerate of installation, service and long term operation and one immediately appreciates that size need not compromise quality. 111 luminaires installed in the normal downlight position, with a flat glass lens, provide full cutoff performance.

PREFIX	DISTRIBUTION	WATTAGE	VOLTAGE	FINISH	OPTIONS
111	MT	42TRF	120	NP	

Enter the order code into the appropriate box above. Note: Gardco reserves the right to refuse a configuration. Not all combinations and configurations are valid. Refer to notes below for exclusions and limitations. For questions or concerns, please consult the factory.

PREFIX

111	Trapezoidal Wedge (Standard Luminaire)
111EM	Emergency Sconce
111EMC	Emergency Sconce, Cold Temperature
111EMR	Remote Emergency Sconce

Refer to configuration chart below for available combinations.

DISTRIBUTION

FT	Forward Throw *T6 MH and CMH types only.*
WT	Wide Throw *T6 MH and CMH types only.*
MT	Medium Throw *Fluorescent and ED17 HID lamps only.*

WATTAGE AND VOLTAGE

LAMP / VOLTAGE CHART - 111

FT / WT DISTRIBUTION	Voltage					
T6 Lamps (T5 Lamps Supplied by Gardco.)	120	208	240	277	347	480
T35MH	•			•		
T70MH	•	•	•	•	•	
T35CMH[2]	UNIV					
T70CMH[2]	UNIV					

LAMP / VOLTAGE CHART - 111

MT DISTRIBUTION	Voltage					
ED17 - HID*	120	208	240	277	347	480
50MH	•			•		
70MH	•	•	•	•	•	
35HPS	•					
50HPS	•			•		
70HPS	•	•	•	•	•	
Fluorescent						
24QP	UNIV				•	
32TRP	UNIV				•	
42TRP	UNIV				•	
Incandescent						
INC	•					

Combinations marked with a dot, shown with "UNIV" or "120-277" are available for ordering.

MH - Metal Halide
CMH - Ceramic Metal Halide with Electronic Ballast
HPS - High Pressure Sodium
TRF - Triple Tube Fluorescent
QP - Quad Fluorescent

CONFIGURATION CHART - 111EM, 111EMC, OR 111EMR

	Distribution			Voltage				
Fluorescent	FT	WT	MT	120	208	240	277	347	480
24QP			•	•			•		
32TRP			•	•			•		
42TRP			•	•			•		

1. *Fluorescent and CMH/E luminaires feature electronic ballasts that accept 120V through 277V, 50hz to 60hz, input. Specify "UNIV" voltage for 120V through 277V.*
2. *Not Available in 111EM or 111EMC.*

** MH, CMH/E and HPS types require medium based E17 lamps. All MH and CMH/E types shown are pulse start by design.*

1611 Clovis Barker Road, San Marcos, TX 78666
(800) 227-0758 (512) 753-1000 FAX: (512) 753-7855 allslighting.com
© 2010 Koninklijke Philips Electronics N.V. All Rights Reserved.
Philips Gardco reserves the right to change materials or modify the design of its products without notification as part of the company's continuing product improvement program.

79115-97/0810

PHILIPS GARDCO

PHILIPS GARDCO

Notes: Mounted on 14' round poles with 12" arms.

Job: **COR - Ramsey**
Type: P

THE GASKINS SERIES

GS01A SQUARE LUMINAIRE FOR MOUNTING TO STANDARD ROUND OR SQUARE POLES

GENERAL DESCRIPTION: The Gaskins Series is a variety of pedestrian scale luminaires for area illumination. The GS01A is an arm-mounted version of the GS01 model of The Gaskins Series for use with a standard style round of square pole with a minimum 3" diameter.

CUTOFF PERFORMANCE: GS01A luminaires provide full cutoff performance.

ORDERING

PREFIX	CONFIGURATION	DISTRIBUTION	WATTAGE	VOLTAGE	FINISH	OPTIONS
GS01A	1	4XL	150MH	120	NP	

Enter the order code into the appropriate box above. Note: Gardco reserves the right to refuse a configuration. Not all combinations and configurations are valid. Refer to notes below for exclusions and limitations. For questions or concerns, please consult the factory.

PREFIX

GS01A

CONFIGURATION

1	Single Pole Mount
2	Twin Pole Mount at 180°
2@90	Twin Pole Mount at 90°
3	3-way Pole Mount at at 90°
3@120	3-way Pole Mount at 120°
4	4-way Pole Mount at 90°



DISTRIBUTION

HID		*Fluorescent*	
2XL	Type II	MTS	Medium Throw with Solite Lens *Only available with (2)60CF and (2)42TRF.*
3XL	Type III	MWD	Marker Optic with White Diffuse Glass *Only available with C40T5.*
4XL	Type IV Forward Throw		

WATTAGE

35HPS	50MH
50HPS	70MH
70HPS	100MH
100HPS	150MH
150HPS	

MH - Metal Halide
HPS - High Pressure Sodium

(2)60CF[1] (2) 60w Compact Fluorescent
Only available with MTS Distribution, UNIV voltage.

(2)42TRF[1] (2) 42w Triple Tube Compact Fluorescent
Only available with MTS Distribution, UNIV or 347V.

C40T5[1] 40w Circular T5 Fluorescent
Only available with MWD Distribution, UNIV voltage.

1. *Fluorescent ballasts supplied accept 120V through 277V, 60hz (2)42TRF& (2)60CF. Specify "UNIV" for 120V through 277V, 60hz, where available. Must be specified separately.*

VOLTAGE

120	UNIV[1]
208	
240	
277	
347	
480	

1. *Fluorescent ballasts supplied accept 120V through 277V, 60hz (2)42TRF& (2)60CF. Specify "UNIV" for 120V through 277V, 60hz, where available. Must be specified separately.*

PAINTED FINISH

BRP	Bronze	LSP	Light Sandstone
BLP	Black	DSP	Dark Sandstone
WP	White	RBP	Red Brick
NP	Natural Aluminum	LGP	Light Granite
BGP	Beige	DGP	Dark Granite

OC Optional Color Paint
Specify RAL designation ex: OC-RAL7024.

SC Special Color Paint *Specify. Must supply color chip.*

OPTIONS

SG	Solite® Glass *Solite is a Registered Trademark of PPG Industries.*
TWG	Translucent White Glass
PCB	Button Type Photocontrol
QS	Quartz Standby, DC Bayonet Socket
QST	Quartz Standby, Timed Delay, DC Bayonet Socket

Philips Gardco 1611 Clovis Barker Road San Marcos, TX 78666 (800) 227-0758 (512) 753-1000 FAX: (512) 753-7855 www.allslighting.com
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79115-05/1209

PHILIPS GARDCO

Notes: Wall mounted with 9" arms.

Job: **COR - Ramsey**
Type: P1

THE GASKINS SERIES

GS01A SQUARE LUMINAIRE FOR MOUNTING TO STANDARD ROUND OR SQUARE POLES

GENERAL DESCRIPTION: The Gaskins Series is a variety of pedestrian scale luminaires for area illumination. The GS01A is an arm-mounted version of the GS01 model of The Gaskins Series for use with a standard style round of square pole with a minimum 3" diameter.

CUTOFF PERFORMANCE: GS01A luminaires provide full cutoff performance.

ORDERING

PREFIX	CONFIGURATION	DISTRIBUTION	WATTAGE	VOLTAGE	FINISH	OPTIONS
GS01A	1	4XL	150MH	120	NP	

Enter the order code into the appropriate box above. Note: Gardco reserves the right to refuse a configuration. Not all combinations and configurations are valid. Refer to notes below for exclusions and limitations. For questions or concerns, please consult the factory.

PREFIX

GS01A

CONFIGURATION

1	Single Pole Mount
2	Twin Pole Mount at 180°
2@90	Twin Pole Mount at 90°
3	3-way Pole Mount at at 90°
3@120	3-way Pole Mount at 120°
4	4-way Pole Mount at 90°



DISTRIBUTION

HID		*Fluorescent*	
2XL	Type II	MTS	Medium Throw with Solite Lens *Only available with (2)60CF and (2)42TRF.*
3XL	Type III	MWD	Marker Optic with White Diffuse Glass *Only available with C40T5.*
4XL	Type IV Forward Throw		

WATTAGE

35HPS	50MH
50HPS	70MH
70HPS	100MH
100HPS	150MH
150HPS	

MH - Metal Halide
HPS - High Pressure Sodium

(2)60CF[1] (2) 60w Compact Fluorescent
Only available with MTS Distribution, UNIV voltage.

(2)42TRF[1] (2) 42w Triple Tube Compact Fluorescent
Only available with MTS Distribution, UNIV or 347V.

C40T5[1] 40w Circular T5 Fluorescent
Only available with MWD Distribution, UNIV voltage.

1. *Fluorescent ballasts supplied accept 120V through 277V, 60hz (2)42TRF& (2)60CF. Specify "UNIV" for 120V through 277V, 60hz, where available. Must be specified separately.*

VOLTAGE

120	UNIV[1]
208	
240	
277	
347	
480	

1. *Fluorescent ballasts supplied accept 120V through 277V, 60hz (2)42TRF& (2)60CF. Specify "UNIV" for 120V through 277V, 60hz, where available. Must be specified separately.*

PAINTED FINISH

BRP	Bronze	LSP	Light Sandstone
BLP	Black	DSP	Dark Sandstone
WP	White	RBP	Red Brick
NP	Natural Aluminum	LGP	Light Granite
BGP	Beige	DGP	Dark Granite

OC Optional Color Paint
Specify RAL designation ex: OC-RAL7024.

SC Special Color Paint *Specify. Must supply color chip.*

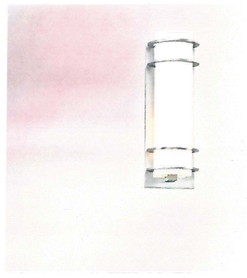
OPTIONS

SG	Solite® Glass *Solite is a Registered Trademark of PPG Industries.*
TWG	Translucent White Glass
PCB	Button Type Photocontrol
QS	Quartz Standby, DC Bayonet Socket
QST	Quartz Standby, Timed Delay, DC Bayonet Socket

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79115-05/1209

Type: Q



Collection Vibe
Item No. **B6062BA** <L>
Dimension 5.5"W 16.25"H 6"P 8.5"TCD
Lamping 1-100W Med Base
Glass/Lens Matte Opal
Metal Work Aluminum
Finishes BA (Brushed Aluminum)

TROY LIGHTING

TROY LIGHTING A Division of Troy-CSL Lighting, Inc.
14625 East Clark Ave., City of Industry, CA 91745 USA Phone: 626-336-4511 www.Troy-Lighting.com

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THE RESIDENCE AT THE CORE
RAMSEY, MN

URBANWORKS ARCHITECTURE

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CONSULTANT

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Minnetonka, MN 55343
ph: 952-930-0050
fax: 952-930-0777
www.epinc.net

PRELIMINARY

NOT FOR CONSTRUCTION

REVISIONS

#	Date	Description

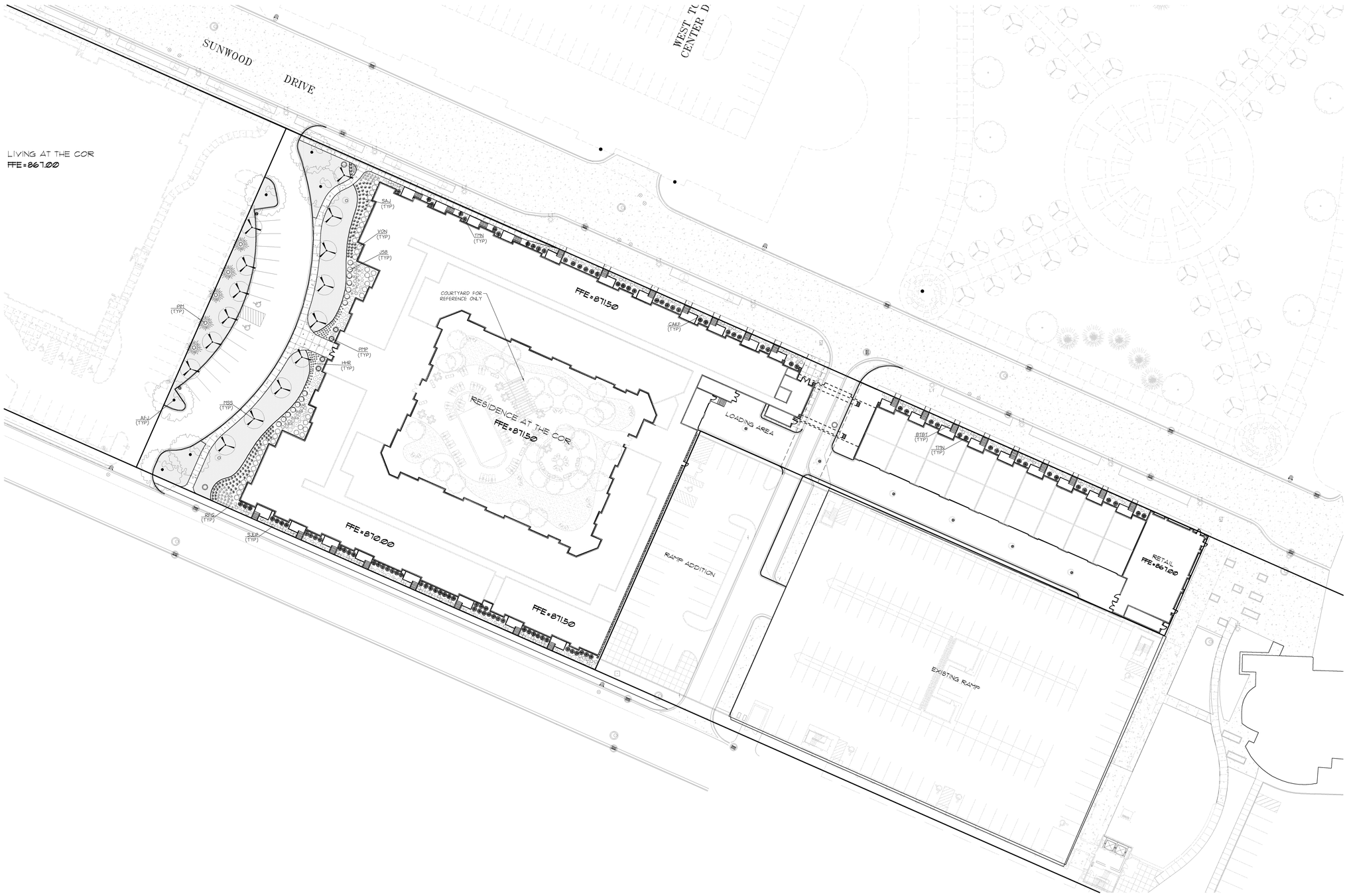
DATE 10/04/2010
PROJECT # 10-0064
PHASE Site Plan Review

DRAWN BY CSK
CHECKED BY MWF

LIGHT FIXTURE CUT SHEETS

E2

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LANDSCAPE NOTES

1. CONTACT UTILITY SERVICE PROVIDERS FOR FIELD LOCATION OF SERVICES 72 HOURS PRIOR TO BEGINNING.
2. COORDINATE INSTALLATION WITH CONTRACTORS PERFORMING RELATED WORK.
3. SEED MIXTURE (SPECIFY NATIVE SEED MIX) AS DEFINED IN CURRENT MNDOT SEEDING MANUAL. NATIVE SEEDS SHALL BE OF MINNESOTA (OR AS SPECIFIED) ORIGIN AND CERTIFIED BY THE MINNESOTA CROP IMPROVEMENT ASSOCIATION (MCIA). PROVIDE VERIFYING DOCUMENTATION TO THE OWNER 30 DAYS MINIMUM PRIOR TO INSTALLATION.
4. PLANT MATERIAL SHALL CONFORM TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND BE OF HARDY STOCK, FREE FROM DISEASE, INFESTATION, DAMAGE, AND DISFIGURATION. FOR DISCREPANCY BETWEEN THE NUMBER OF PLANTS ON THE SCHEDULE AND THE NUMBER SHOWN ON THE DRAWING, THE DRAWING SHALL GOVERN.
5. PLANTING SOIL SHALL CONSIST OF 4 PARTS TOPSOIL TO 1 PART PEAT HUMUS, WITH 3 POUNDS OF COMMERCIAL FERTILIZER ADDED PER CUBIC YARD.
6. SPREAD A MINIMUM OF 4 INCHES OF TOPSOIL AND SEED/SOD ALL TURF AREAS DISTURBED BY CONSTRUCTION.
7. FOLLOW MNDOT SEEDING MANUAL FOR PLANTING INSTRUCTIONS FOR ESTABLISHMENT OF NATIVE SEED AND PROVIDE COORDINATION FOR REQUIRED EROSION PREVENTION AND SEDIMENT CONTROL.
8. EDGE SHRUB BEDS WITH 6-INCH BLACK VINYL EDGING (BLACK DIAMOND OR APPROVED EQUAL).
9. PLACE PLANTS ACCORDING TO LAYOUT WITH PROPER NOMINAL SPACING.
10. SEE DETAILS FOR DEPTH OF PLANTING SOIL.
11. INSTALL 4 INCH DEPTH OF SHREDDED HARDWOOD BARK MULCH IN SHRUB BED AREAS.
12. INSTALL 2 TO 3 INCH DEPTH OF SHREDDED HARDWOOD BARK MULCH IN PERENNIAL BED AREAS
13. INSTALL A 4-FOOT DIAMETER SHREDDED HARDWOOD BARK MULCH DISH AROUND TREES NOT PLACED WITHIN A SHRUB OR PERENNIAL PLANTING BED. VINYL EDGING IS NOT REQUIRED, UNLESS NOTED OTHERWISE.
14. IRRIGATION SYSTEM MUST HAVE AN APPROVED BACK FLOW DEVICE INSTALLED IN THE IRRIGATION ENCLOSURE. ALL NEW SYSTEMS MUST INSTALL A RAIN SENOR DEVICE TO STOP IRRIGATION DURING RAIN EVENTS.

PLANTING SCHEDULE

COUNT	NAME	KEY	COMMON NAME	SCIENTIFIC NAME	MATURE SIZE	PLANTING SIZE
105	CONIFEROUS SHRUBS	TTN	NIGRA YEW	TAXUS X MEDIA 'NIGRA'	5'H x 5'W	5 GAL
14	CONIFEROUS SHRUBS	JSB	BUFFALO JUNIPER	JUNIPERUS SABINA 'BUFFALO'	12'H x 5'W	5 GAL
4	CONIFEROUS SHRUBS	PMP	MUGHO PINE	PINUS MUGHO PUMILIO	5'H x 6'W	5 GAL
5	CONIFEROUS TREES	PPM	BLACK SPRUCE	PICEA MARIANA	70'H x 30'W	6' HT
44	DECIDUOUS SHRUBS	VON	DWARF EUROPEAN CRANBERRYBUSH	VIBURNUM OPULUS 'NANUM'	5'H x 5'W	5 GAL
102	DECIDUOUS SHRUBS	SJLP	LITTLE PRINCESS SPIREA	SPIRAEA JAPONICA 'LITTLE PRINCESS'	3'H x 3'W	5 GAL
51	DECIDUOUS SHRUBS	BTBT	BURGUNDY CAROUSEL BARBERRY	BERBERIS THUNBERGII 'BAILTWO'	3'H x 4'W	5 GAL
15	DECIDUOUS TREES	MSS	SPRING SNOW CRABAPPLE	MALUS 'SPRING SNOW'	20'H x 15'W	2" CAL
6	DECIDUOUS TREES	AFJ	AUTUMN BLAZE MAPLE	ACER x FREEMANII 'JEFFERSRED'	50'H x 40'W	2" CAL
155	GRASSES	CAKF	FEATHER REED GRASS	CALAMAGROSTIS ACUTIFOLIA 'CARL FOERSTER'	5'H x 2'W	1 GAL
123	PERENNIALS	SAJ	AUTUMN SEDUM	SEDUM AUTUMN JOY	2'H x 2'W	1 GAL
64	PERENNIALS	RFG	BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTRUM'	30"H x 22"W	1 GAL
80	PERENNIALS	HHR	HAPPY RETURNS DAYLILY	HEMEROCALLIS 'HAPPY RETURNS'	2'H x 2'W	1 GAL

TURF

Know what's **Below.** **Call** before you dig.

NORTH

0 30 60

THE RESIDENCE AT THE COR RAMSEY, MN

URBANWORKS ARCHITECTURE

901 North 3rd Street, Suite 145
Minneapolis, MN 55401

612.455.3100 (t)
612.455.3199 (f)

CONSULTANT

LANDFORM
From Site to Finish

105 South Fifth Avenue Tel: 612-252-9070
Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Landscape Architect under the laws of the State of MINNESOTA.

PRELIMINARY

NOT FOR CONSTRUCTION

Darren D. Williams
Reg. Landscape Architect

Signature shown is a digital reproduction of original. Wet signed copy of this plan on file w/ Landform Engineering Company office and is available upon request.

REVISIONS

#	Date	Description

DATE 10/05/2010
PROJECT # 10-0064
PHASE Site Plan Review

DRAWN BY SES
CHECKED BY DWH

LANDSCAPE

L201

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1 A300 EXTERIOR RENDERING
3/32" = 1'-0"

GENERAL NOTES:

1. Concept elevations. Details may change as development continues
2. The elevation below is representative of other elevations in scale, material composition and aesthetic.

KEYNOTES:

1	BRICK
2	ARCHITECTURAL STONE
3	FIBER CEMENT PANEL
4	STUCCO FINISH
5	PREFINISHED METAL
6	ARCHITECTURAL CANOPY
7	ALUMINUM WINDOW SYSTEM
8	ALUMINUM BALCONY
9	BUILDING SIGNAGE LOCATION
10	ALUMINUM STORE FRONT SYSTEM



2 A300 ENTRY ELEVATION
1" = 10'-0"

THE RESIDENCE AT THE COR RAMSEY, MN

URBANWORKS ARCHITECTURE

901 North 3rd Street, Suite 145
Minneapolis, MN 55401

612.455.3100 (t)
612.455.3199 (f)

CONSULTANT

PRELIMINARY

NOT FOR CONSTRUCTION

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 Architect under the laws of the state of Minnesota.

SIGNED
DATE 10/05/2010
LICENSE # 14211
John Hamilton

REVISIONS

#	Date	Description

DATE 10/04/2010
PROJECT # 10-0064
PHASE Site Plan Review

DRAWN BY DCS
CHECKED BY JH

BUILDING RENDERING AND ELEVATION

A300

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October 28, 2010, *revised November 17, 2010*

F & C Development, Inc.
8900 Keystone Crossing, #1200
Indianapolis, IN 46240

Re: Preliminary Site Plan
Residence at The COR

To Whom It May Concern:

We are in receipt of the proposed Preliminary Site Plan submittal consisting of nine (9) sheets dated October 5, 2010, prepared by Urban Works Architecture, Emanuelson-Podas Consulting Engineers, and Landform Professional Services. The sheets are identified as follows: Sheets A300, C001, C101, C201, C301, C401, L201, E1, and E2. We offer the following comments regarding your site plan and plat submittal:

Planning and Zoning
Reviewer: Tim Gladhill, Associate Planner
tgladhill@ci.ramsey.mn.us
763-576-4308

General: The development proposal consists of a four (4) story apartment building. The facility will be located on portions of Lot 2, Block 1 and Outlot A, Ramsey Town Center 5th Addition to be platted as Lot 3, COR One. The site will be located west of the existing Municipal Parking Ramp between Sunwood Drive and Civic Center Drive.

Preliminary Plat: The City has received proposed preliminary plat for COR One consisting of one (1) sheet. Specifics of this proposal will be reviewed separately. City Staff does note, however, that obligations from that application must be met before the City will issue any Building Permits for the proposed site plan. Drainage and utility easements must be dedicated along the right-of-way and side lots consistent with the proposed setbacks of the structure. Separate easements are also required for the proposed sidewalk that will be installed outside the right-of-way on private property, and the applicant is responsible for the drafting and recording of such documents. Cross access/public roadway easements must also be dedicated over the drive aisle and pedestrian ways that serve the municipal parking ramp that cuts through this proposed parcel. Existing easements from the underlying subdivision(s) must be maintained on the proposed COR ONE plat, or alternative accommodations made (vacations and/or infrastructure relocations and new easements dedications that may be necessary).

Zoning: The site is zoned TC-1, a mixed-use core sub-district of The COR. This area is intended to provide a mix of residential, retail, service, professional, community service, recreational and similar uses on every block near, and within easy walking distance of the rail station. The proposed facility is a permitted use in this District.

Density: The proposed site plan indicates 229 units, which equates to a net density of 75.58 units/acre. Density must be greater than 15 units/acre in the TC-1 Sub-District. *The proposed density is acceptable. Please include a note on the plans for density calculations*.

Lot Coverage/Floor Area Ratio (FAR): The preliminary plat indicates that the proposed lot will be 132,107 square feet in size (3.03 acres). The proposed building footprint is 67,375 square feet and an overall square footage of final build-out (four [4] stories) of 254,534 square feet of gross floor area. The TC-1 District requires a minimum FAR of *0.75* and encourages the highest densities in the City and shared parking. The proposed site plan represents a gross FAR of *1.92*. *Please add the F.A.R. calculation as a note on the plans.*

Setbacks: The TC-1 District requires a minimum front yard setback of 0 feet and a maximum front yard setback of 5 feet measured from the right of way line. At least 60% of the building should comply with the front yard setback requirement. The Design Guidelines encourage recessed space for outdoor dining and other street level activities, including recessed entries. The proposed building provides for recessed spaces along the street that help assist with street level presence and vision clearance triangles. However, it appears the setbacks are being measured from the 'build-to line' (edge of sidewalk). Part of this reason is due to the fact the City requires additional sidewalk to be placed on private property (encumbered by a sidewalk easement). It seems reasonable to consider measuring setbacks to the build-to line since this area is technically public realm. The City will be considering an ordinance amendment for an alternative setback to measure from the edge of sidewalk in certain circumstances. Any approval of this site plan will be contingent upon approval of this ordinance amendment.

Sidewalks must be constructed to a total width of ten (10) feet along Sunwood Drive, measured from the inside edge of the existing planter beds. In addition, a sidewalk with a minimum six foot (6') boulevard width must be constructed along Civic Center Drive. Any portion of the sidewalk on private property must be encumbered by a sidewalk easement.

Any zero lot-line setback between structures is subject to Minnesota State Building Code, most notably areas of penetration between structures.

Architectural Standards: The design standards for this site are subject to the provisions laid out in the Development Guidelines manual referenced in City Code for The COR. The Design Guidelines place a high emphasis on high-quality architecture, materials, and site design, particularly with regard to building placement, parking areas, and the pedestrian environment.

Overall, the submittal meets or exceeds these requirements. Staff would like to call out the following specific items from the Guidelines:

- *Provide parking spaces to support the use through a mix of on-street and surface lots internal to the block. Encourage shared parking solutions. No more that 25%of the street frontage should be used for surface parking.* The proposed parking plan utilizes on-street parking, surface lot parking, and the Municipal Parking Ramp.

- *Generally, buildings should be located at the street right-of-way; with no more than 60% of the building beyond the maximum setback. Encourage recessed entries and windows to create street level interest.* The generally meets setbacks, subject to the comments above.

- *Promote multiple stories in this sub-district but occasional single story buildings are acceptable; continuous rooflines and single story buildings should not dominate any street frontage and should be a minimum of 18 feet to the roofline.* The proposed building is a four story building. The architectural elevations indicate a design consistent with the goals of the design guidelines and do not contain continuous rooflines.

- *A diverse mix of materials is encouraged, applied in a variety of proportions, exposures, and detailing, especially along all street frontages*. The proposed building will include a mix of materials acceptable to the Design Guidelines.

Building Height: The TC-1 District requires a minimum of two (2) stories and a maximum of five (5) stories for all buildings within this district. The proposed building is four (4) stories. The City would like to complete a floor to floor comparison between the two structures and match the existing ramp as feasible. *Please provide the City detail regarding the height of the proposed building in comparison to the height of the existing parking ramp. It is the City's understanding a 3D model may already exist that could serve as a baseline analysis.*

Waste Storage: The site plan indicates an enclosed waste storage area. *Please include details as to the materials and construction of this waste storage enclosure to ensure consistency with City Code*.

Off-Street Parking - Spaces Required: The COR zoning district sets a maximum parking space standard of two (2) per residential unit, which equates to (229 units x two [2] spaces = 458 maximum) spaces in this case. The preliminary site plan proposes sixteen (16) off-street parking spaces with additional space for on-street parking. A majority of parking will be accommodated off-site in the Municipal Parking Ramp. The City is negotiating a parking agreement for approximately 300 spaces. Details regarding ADA parking standards still need to be addressed. It appears that there will remain sufficient parking for other uses that utilize the ramp as evident in the following calculation (assumes construction of the ramp expansion:

790 total spaces
-350 for transit
-300 for Residence at The COR
-106 for Municipal Center

34 Remaining Spaces

It is also important to note that both Sunwood and Civic Center Drive accommodate some on-street parking for peak periods.

Signs: Please note that all signs for the proposed building must be approved through a separate sign permit process.

Easements: Please note that all easements must be recorded prior to the City issuing a Building Permit. You must provide proof of recording of all documents as required by the City. *A title search should be completed to ensure all underlying easements are vacated as necessary. Vacating easements is a separate land use application with the City.*

Alleyway Access: The Applicant should provide additional detail regarding the functionality and safety of the proposed alleyway between the existing ramp and the proposed building. It appears that the drive

lane is approximately 24 feet. Private garages will also be accessed from this alleyway. This alleyway functions closely to a private street, but does not contain every characteristic of a private street necessitating full compliance with each standard for a private street. As a baseline for review, City Code sets minimum standards for private streets as follows:

- Minimum private street width with no parking permitted: 24 feet
- Minimum private street width with parking permitted on one side of street: 28 feet
- Minimum private street width with parking permitted without parking restrictions: 32 feet
- Maximum private street length without a turnaround provided: 200 feet
- Maximum private street length with a turning provision provided: 300 feet
- Maximum private street length with a cul-de-sac provided: 600 feet, except that when exceeding 300 feet, the entire length of the private street must be 32 feet wide
- Minimum access road width at street frontage: 24 feet
- Minimum parking aisle width: 24 feet
- Maximum driveway width at road frontage: 20 feet
- Edge of curb opening shall not be closer to nearest portion of a street right-of-way intersection that 27 feet or two-thirds of the lot width, whichever is smaller (where a "T" intersection exists, a drive may be located opposite the end of the intercepted street).
- Minimum access drive angle to the street: 75 degrees
- Building setback from private street, measured from back of curb: 25 feet
- Minimum radius at intersection: 20 feet

Given the unique nature of this alleyway, the City has flexibility in review and is open to alternative design measures, provided this alley accommodates adequate safety and traffic circulation safety measures. Given that adequate parking is provided in the existing ramp, standards such as driveway length (setbacks from private roads) are less of a concern. Items to consider when evaluating this area include:

- Parking restrictions
- Signage for private roadway designation
- Maintenance (snow removal, sweeping, etc.)
- Trash collection
- Deliveries and/or loading areas for the retail component
- Traffic circulation – one way in/out dead end vs. connection to the existing parking ramp; and associate impacts
- Mirrors, flashers, crosswalks, etc. for pedestrian safety

Please submit revised plans that demonstrate traffic patterns and compliance with the above standards of the proposed alleyway or proper mitigation measures to address these items.

Landscape Review
Reviewer: Chris Anderson
canderson@ci.ramsey.mn.us
763-433-9905

Landscaping Plan: The following comments are offered regarding the October 5, 2010 Landscaping Plan prepared by Landform:

- The Landscape Plan indicates an area of a shared parking island with certain landscape improvements. This area should be incorporated into the required shared access agreement that outlines maintenance responsibilities of this shared area.
- The boulevard area along Civic Center Dr. should be improved with sod and street trees, at a spacing of about thirty-five (35) feet on center, and this should be reflected on the landscape plan.
- Landscaping in the boulevard area and adjacent to sidewalks must be tolerant of deicing salts and harsh growing environments.
- Please identify the species and quantity of plants within the planter beds along Sunwood Dr that will be impacted and/or removed as a result of the shared access to the site and utility connections.. The City may wish to relocate these materials prior to commencement of construction activities, or we would like to understand your plans on replacing/relocating these elements during implementation of your project..
- All landscaped areas, including the boulevard along Civic Center Dr., shall be provided with an in-ground irrigation system, and be maintained by the property owner.
- Street trees, as well as trees planted in the interior of the lot but adjacent to the public sidewalk, should have a minimum clear trunk height (no branches) of seven (7) feet to avoid conflicts with pedestrians.
- A minimum of six (6) inches of topsoil that meets MN DOT's Premium Topsoil Borrow specification must be installed over all disturbed areas not devoted to buildings, off-street parking, driveways, sidewalks, patios or other such improvements. If amending onsite topsoil, documentation must be supplied to the City certifying that the amended material meets this specification prior to installation.
- Planting details/specifications must be included on the landscape plan and shall address among other things:
    - Planting depth (1st set of primary roots shall be at finished grade)
    - Only prune out dead/broken/deformed branches at time of installation
    - Removal of upper portion of wire basket and burlap after being placed in planting hole
- At the time of installation, all shrubs must be at least twenty-four (24) inches in size (either height or width, whichever is applicable per species).
- The landscape plan identifies areas to be covered with turf. Please note that sod is required for turf establishment. Any alternative to the sod requirement requires City Council approval.
- Should City Council approve the use of seed rather than sod, details will be required outlining application rate(s) and installation method.
- Upon acceptance of landscaping by City, a two (2) year maintenance guarantee is required to ensure survival of plantings.
- Please consider alternatives to Burgundy Carousel Barberry as this is a cultivar of a Japanese Barberry, which is on the City's list of prohibited species.
- The landscape plan should include plantings/landscaping within the courtyard area.

Please submit a revised landscaping plan that addresses these matters.

Tree Preservation: This site is devoid of any significant tree cover and therefore, no tree preservation plan is necessary.

Engineering Review
Reviewer: Tim Himmer, City Engineer
thimmer@ci.ramsey.mn.us
763-433-9893

The following comments are offered regarding the October 15, 2010 plans by Emanuelson-Podas Consulting Engineers:

Grading and Drainage: The building floor elevation should be set to be above the adjacent grade of the public streets while meeting ADA accessibility guidelines. The grade from the building to the property lines and extending to the limits of the shared accesses must be set to match the plans for the future buildings and parking.

The COR Development utilizes regional stormwater ponds for rate control and water quality treatment. Each individual site needs to provide additional water quality treatment through the use of rain gardens, water quality treatment structures, or other BMP's. The plan is proposing to install a conventional system sewer system (inlet structures and pipes) that lead to discharge points into the existing storm sewer system adjacent to the site. Drainage calculations were received but additional information is required for the appropriate sizing of the proposed Aqua-swirl structures. The AS-3 and AS-4 devices may handle the water quality treatment flows; however, the outlet pipe sizes are 10"/ 12" respectively and do not match the design pipe sizes of 15" and 18" shown on the storm sewer plans; the AS-7 and AS-8 devices have adequate outlet sizes and will provide treatment for up to the 10 year event. Additional BMP's should also be considered and investigated to provide for some rate control and lessen the need for downstream piping/structure sizing, and reduce the volume of water leaving the site.

Please identify overflow routes for all the "ponding areas" around catch basins, especially in area 4 between the parking ramp and proposed liner building. Explain drainage patterns and overflow routes should one or more of these basins become clogged and/or frozen; it appears as if only 2.5" of freeboard is proposed from the entrances on the back side of the proposed liner building. The City currently experiences freezing problems with the floor drains in the parking ramp and we do not want to take additional drainage into our stormwater system. A maintenance plan should be considered for this area, and will be required for the overall system to ensure timely maintenance and performance to the intended design. What are the proposed finished elevations on those private garages back there? A stormwater analysis using EPASWMM or equivalent software that provides dynamic routing and evaluates surcharge impacts must be prepared.

Please provide additional information on the proposed courtyard internal to this facility; drainage patterns are unknown and must be accounted for in some fashion. Also, clarify where the site design for this project ends and that of the future parking ramp expansion begins as the surface parking area shown as "ramp addition" is unclear on how drainage will be accommodated. Integration with the parking ramp expansion is key to the successful design of both facilities and coordination must be understood on utilities/drainage, dedicated parking, access locations, grades/elevations and transitions.There appears to be a coordinated storm sewer effort between this project and the Suite Living project to the west; private cross drainage easements will be required to outline responsibilities of each entity as it relates to ownership, maintenance, etc. Are the proposed stubs to the west property adequately sized to handle to proposed runoff from that site (building, paved areas, etc.)?

Please explain how the proposed site storm sewer connections will be made to the existing public system in the right-of-way. Are the receiving structures adequate in size and downstream capacity to accept the runoff from this project? All impacts to existing infrastructure for curb cuts and utility connections (streetlights, hydrants, catch basins, streetscape, roadways, etc.) must also include a relocation/restoration plan, not just notes calling out the removals. Notes and details must be added showing impacts to the

structures and roadways, methods of connections, and mitigation/restoration; including sawcutting, coring, closures, timing, etc.

Is there any dewatering required for this project? If so, the appropriate permit must be secured from the DNR, and the City will want to review the dewatering plan prior to implementation. No dewatering activities can occur until the required permit is secured and submitted for review.

Additional permits that will be required include, but are not limited to, an NPDES construction permit from the MPCA (which includes a SWPPP plan), LRRWMO, right-of-way, and City contractor's license. A SWPPP plan will be required for this project, which may be able to be accomplished by a subdivision transfer of the existing master TOWN CENTER project or development of a stand-alone site specific plan. Additional inlet protection should be added to the existing downstream structures located within the public streets that may be impacted by site runoff, silt fence locations should be shown on the plans to protect erosion onto public streets, and the rock construction entrance should be relocated to Civic Center Drive. The following erosion control notes should be added or amended on the plan set, or included in the SWPPP:

- Any impacts to City streets (wet tap and curb cut locations) should be brought to grade with class 5 by the end of the work day and paved within 24 hours.
- The contractor should have a sweeper on site or available within 3 hours. All material tracked onto City streets must be removed immediately upon discovery, or as directed by the City Engineer.
- Installation of silt fence and other down gradient sediment protection measures shall be completed and inspected prior to commencement of any site activities.

A detail sheet must be added to the plan set and include all infrastructure proposed; including but not limited to manholes, catch basins, gate valves, hydrants, curb, paving sections, pipe installation, etc. Current City details for all improvements proposed within the right-of-way must also be included.

Street and Building Access: The site will have shared access along Sunwood and Civic Center Drive. Both accesses shall be encumbered by a shared access easement/agreement, which will be the applicant's responsibility to draft and record.

Traffic Generation: As part of the Town Center AUAR, a detailed traffic analysis was completed that anticipated the type and size of development shown on the plat. The proposed development is consistent with the traffic modeling system used as part of the AUAR analysis.

Regional road improvements to facilitate the whole Ramsey Town Center development have been agreed upon and have already begun construction. This proposed development does not generate more traffic than was anticipated.

Utilities: Utility stubs for water, sanitary sewer and storm sewer have been extended to the property line from the adjacent streets. The project proposes to connect to the municipal sanitary sewer and water in two separate locations; basically splitting the internal building plumbing into two distinct areas. Are these connections adequate for the anticipated capacity from the project, and appropriate coverage for both fire suppression and domestic use? It would also appear that flammable waste should be incorporated into the design for the potential retail/restaurant space. Fire protection and hydrant coverage will be reviewed and commented on by the Fire Marshall.

All watermain 6" in diameter and smaller should be class 53 DIP. All new or proposed public storm sewer and/or connections into the existing system must be constructed with RCP. No public utilities can be less than 7.5' deep.

Permits: The applicant is responsible to secure all required permits for this project; including but not limited to an MPCA NPDES construction permit and a Lower Rum River Watershed Organization permit. Additionally, the contractor performing the work will be required to get a City license and right-of-way permit.

Park & Trail Fees: The 2010 rate for Park Dedication and Trail Fees are $2,475/unit and $600/unit respectively for residential properties. The City has been reviewing credit to the Park Dedication requirement based on density. The site plan will be forwarded to the Parks and Recreation Commission for a recommendation of Park Dedication requirements. The rate at the time of execution of the Development Permit will be collected. Standard Park Dedication obligations for this project would be ($2,475 x 195 units [15% density credit] = **$481,759**). Standard Trail Development obligations for this project would be ($600 x 229 units = **$137,400**).

The 2010 rate for Park Dedication and Trail Fees for the retail portion of the proposed project are $4,738/acre and $1090/acre respectively. Standard Park Dedication obligations for this project would be ($4,738 x 0.07 acres = **$332**). Standard Trail Development obligations for this project would be ($1090 x 0.07 acres = **$76**).

Sanitary Sewer and Water, Fees. The 2010 rate for Sanitary Sewer and Water are $1,271/unit and $2,209/unit for trunk/connection fees respectively and $3,847/connection and $8,777/connection for lateral fees respectively for residential properties. The rate at the time of execution of the Development Permit will be collected. Standard connection obligations for this project would be ($1271 x 229 units = **$291,059**) for sanitary sewer and ($2209 x 229 units = **$505,861**) for water. Standard lateral benefit obligations for this project would be ($3,847 x two [2] connections = **$7,694**) for sanitary sewer and ($8,777 x two [2] connections = **$17,554**) for water. These calculations do not include the Sewer Accessibility Charge (SAC) from the Metropolitan Council or the Water Accessibility Charge (WAC) from the City. These charges are collected as part of the Building Permit. The units are determined by the Metropolitan Council.

The 2010 rate for Sanitary Sewer and Water Connection Fees for the retail portion of the proposed project are $3,824/acre and $8337/acre respectively. Standard obligations for this project would be ($3,824 x 0.07 acres = **$268**) for sanitary sewer and ($8337 x 0.07 acres = **$584**).

Stormwater Management Fees. The 2010 rate for Stormwater Management is $448/unit. Standard stormwater management obligations for this project would be ($449 x 229 units = **$102,592**). The rate at the time of execution of the Development Permit will be collected.

The 2010 rate for Stormwater Fees for the retail portion of the proposed project is $4,465/acre. Standard obligations for this project would be ($4,465 x 0.07 acres = **$313**).

Sewer Accessibility Charge and Water Accessibility Charge. SAC and WAC fees are traditionally collected with the Building Permit. A SAC Determination Form will need to be submitted in order to determine the final SAC Determination, which is also used for the City's WAC Determination.

Ramsey Town Center Phase I Roadway Improvements, Phase II Roadway Improvements, AUAR Roadway Improvements, Parking Facility Improvements: In accordance with City of Ramsey Resolutions 05-02-065, 05-02-066, 05-02-067 and 05-02-068, assessments for Ramsey Town Center Phase I Roadway Improvements, Phase II Roadway Improvements, AUAR Roadway Improvements, and parking facility improvements were satisfied with the transfer of the Subject Property from RTC, LLC to PSD, LLC on October 14, 2005.

Lighting: The City has received a site lighting plan for review. City standards require that the luminaire (light source) must not be visible from beyond the property line. Any lighting used to illuminate an off-street parking area, sign, or structure shall be arranged to deflect away from Sunwood Drive, Sapphire Street and Civic Center Drive. The applicant is responsible for the installation and 3 years of operations and maintenance of all boulevard lighting adjacent to their project consistent with the COR master lighting plan. I believe all lighting along Sunwood Drive is complete, with the exception of the proposed impacts associated with this project, but Civic Center Drive is not. Please contact Leo Offerman at Connexus Energy to coordinate the installation of the required lighting.

REU Number: This property will be subject to a storm water utility charge based upon the amount of impervious surface on the site. The quarterly charge is dependent upon the number of Residential Equivalent Units (REU) calculated for this property. The plans indicate an overall area 132,107 square feet and an impervious surface calculation of 114,757 square feet (86.9%). The calculated REU for this project is 12.71, which equates to a quarterly charge of $457.46.

The City Council will be meeting at 7:00 pm on Tuesday, November 23rd at the Ramsey Municipal Center, 7550 Sunwood Drive, to review your preliminary site plan and plat sketch plan. You, or your representative, should be present at the meeting to answer any questions that may arise.

If you have any questions, please call our office at (763) 427-1410

Sincerely,

CITY OF RAMSEY

Tim Gladhill	Tim Himmer	Chris Anderson
Associate Planner	City Engineer	Environmental Coordinator

CC Regular Session **Item #: 7. 7.**

Date: 11/23/2010

By: Heidi Nelson
Administrative Services

Information

Title:

Authorize Resolution in Support of Transportation Economic Development Pilot Program Grant Applicaiton for Armstrong Bouelvard/TH10 Interchange Improvement

Background:

The City of Ramsey and Anoka County are preparing an application for grant funding from the Transportation Economic Development Pilot Program for the TH 10/Armstrong Boulevard Interchange. The program, adminstered by DEED and MNDot, provides funding of up to $10 milllion for projects that will improve the statewide transportation network while promoting economic growth through the expansion of an existing business or development of new business. As Council will recall, preliminary design and environmental documentation are underway for the TH 10/Armstrong Interchange, that work will be completed by first quarter of 2012. The completion of this work will identify an alignment for the interchange and allow for final design or design/build to proceed in a timely manner for this grant program if awarded.

Notification:

Notification not required for this action.

Recommendation:

Staff recommends that City Council authorize the resolution in support of the application for grant funding from the Transportation Economic Development Pilot Program for the TH10/Armstrong Boulevard Interchange.

Council Action:

Authorize the resolution in support of the application for grant funding from the Transportation Economic Development Pilot Program for the TH10/Armstrong Boulevard Interchange.

Fiscal Impact

Budgeted Y/N:	N
Budgeted Year:	2013-2014
Fund:	TIF

Funding:

Grant funding in the amount of $10 million is being sought from the Transportation Economic Development Program. Other funding sources must be identified in the application; thus it is proposed that Anoka County and the City of Ramsey would commit to the balance of funding required for the project. The current cost estimate for the project is $37 million; resulting in a commitment of $13.5 million for Anoka County and for the City of Ramsey each. Anoka County and the City of Ramsey would work cooperatively to seek other funding sources if the grant were awarded to this project. With the award of this type of a grant, the assembly of other funding sources becomes very feasible from other state and federal sources.

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Brian Olson	Brian Olson	11/17/2010 11:48 AM
Kurt Ulrich	Jo Thieling	11/17/2010 01:23 PM
Heidi Nelson (Originator)	Heidi Nelson	11/17/2010 02:58 PM
Kurt Ulrich	Kurt Ulrich	11/18/2010 03:36 PM
Form Started By: Heidi Nelson		Started On: 11/15/2010 02:53 PM
Final Approval Date: 11/18/2010		

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

RESOLUTION # 10-xx-xxx

RESOLUTION IN SUPPORT OF TRANSPORTATION ECONOMIC DEVELOPMENT PILOT PROGRAM APPLICATION FOR AN ARMSTRONG BOULEVARD INTERCHANGE IMPROVEMENT

WHEREAS, the Minnesota Department of Transportation (MnDOT) has developed an Interregional Corridor (IRC) System which identifies 2,930 miles of key transportation corridors that account for 1/3 of the vehicle miles traveled in the State; and

WHEREAS, traffic volumes on this IRC are expected to double by the year 2030 and without careful planning and protection of the function of these roadways, the ability to continue to provide efficient movement of goods and people is threatened; and

WHEREAS, MnDOT prioritized the various corridors and selected seven for further study, one of which is Trunk Highway 10 (TH10) from TH24 in Clear Lake to I-35W, including that portion that goes through the City of Ramsey and released a document known as the TH 10 Corridor Management Plan, dated January, 2002; and

WHEREAS, on January 18, 2002, the City of Ramsey City Council adopted Resolution #02-01-007 to a)endorse MnDOT's vision and corridor management plan for the TH10 corridor; b)commit to working in partnership with MnDOT and other partners along the corridor to implement the recommendations of the corridor management plan; and c)support the freeway design option from Thurston Blvd. in Anoka to the western boundary of Ramsey; and

WHEREAS, this Corridor Management Plan indicates that the six-lane freeway that is needed for this roadway will be required to be realigned so that it is adjacent to the BNSF rail and includes an interchange at the intersection of Armstrong Boulevard; and,

WHEREAS, in June of 2003, the City of Ramsey City Council passed a resolution ordering that an AUAR as regulated by Chapter 4410.3610 of Minnesota Rules be conducted in relation to the Highway 10 corridor in the area between the existing alignment of TH10 and the BNSF rail: and

WHEREAS, in April of 2004, the City of Ramsey City Council adopted an ordinance to establish an Official Map of the corridor which affected over 54 parcels to preserve the corridor; and

WHEREAS, between 2004 and 2007, the City was successful in purchasing 12 of the 54 properties along the corridor to preserve Right of Way for the future freeway vision; and

WHEREAS, in February of 2007 the City of Ramsey along with MnDOT, Anoka County and the Metropolitan Council completed and approved a TH10 Access Management Plan which indicated an interchange at Armstrong Boulevard; and

WHEREAS, in 2009, Anoka County and the City of Ramsey entered into a Joint Powers Agreement to proceed with Preliminary Design and Environmental Documentation for the TH 10 and Armstrong Boulevard Interchange that will be completed in first quarter 2012; and

WHEREAS, the intersection of TH10 and Armstrong Boulevard is situated in four quadrants of economic development growth opportunity, including Ramsey's transit oriented downtown development, The COR, office park developments west of Armstrong Boulevard and TH 10, and redevelopment opportunities south of TH10 ; and

WHEREAS, the construction of an interchange at the intersection of TH10 and Armstrong provides for public safety benefits that include a separated grade crossing over the BNSF Rail Line and safe access to TH10 for police and fire services whose facilities are located north of TH 10 and the BNSF Rail Line; and

WHEREAS, the City of Ramsey currently operates a transit station at its Municipal Parking Facility, located just east of the intersection of Armstrong Boulevard and TH 10 with daily express commuter bus service to the 5th street garage in Minneapolis; and

WHEREAS, the City of Ramsey has received Metropolitan Council approval for the addition of the Ramsey Station on the Northstar Commuter Rail and is aggressively pursuing funding commitments for the construction of the Ramsey Station with a projected construction in the summer of 2011; and

WHEREAS, the City of Ramsey and Anoka County have established the Armstrong Interchange as the top priority for interchange improvements on TH10 in Ramsey due to the ability to construct an interchange in advance of the reconstruction and realignment of TH10 and improve public safety and traffic flow on TH10; and

WHEREAS, the City of Ramsey received special legislation in the 2010 session to establish a new Tax Increment Financing District to assist the City in local match funding for transportation improvements that serve the new district.

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

1) That the City Council hereby authorizes the Transportation Economic Development Pilot Program Grant Application for the TH10/Armstrong Boulevard interchange project.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of November 2010.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **Item #: 7. 8.**

Date: 11/23/2010

By: Heidi Nelson
Administrative Services

Information

Title:

Authorize Resolution in Support of Application for Safety and Mobility Interchange Program Grant Funding for an Armstrong Boulevard/TH 10 Interchange Improvement

Background:

The City of Ramsey and Anoka County are preparing an application for grant funding from the Safety and Mobility Interchange Program for the TH 10/Armstrong Boulevard Interchange. The program, adminstered MNDot, provides funding of up to $20 milllion for projects that will relieve growing traffic congestion and promote traffic safety. As Council will recall, preliminary design and environmental documentation are underway for the TH 10/Armstrong Interchange, that work will be completed by first quarter of 2012. The completion of this work will identify an alignment for the interchange and allow for final design or design/build to proceed in a timely manner if this grant funding were awarded.

Notification:

No notification is required for this action.

Recommendation:

Staff recommends the City Council authorize the resolution in support of the applicaiton for the Safety and Mobility Interchange Program for the Armstrong Boulevard/TH 10 Interchange Improvement.

Council Action:

Authorize the resolution in support of the applicaiton for the Safety and Mobility Interchange Program for the Armstrong Boulevard/TH 10 Interchange Improvement.

Fiscal Impact

Budgeted Y/N:	N
Budgeted Year:	2013-2014
Fund:	TIF

Funding:

Grant funding in the amount of $20 million is being sought from the Safety and Mobility Interchange Program. Other funding sources must be identified in the application; thus it is proposed that Anoka County and the City of Ramsey would commit to the balance of funding required for the project. The current cost estimate for the project is $37 million; resulting in a commitment of $8.5 million for Anoka County and for the City of Ramsey each. Anoka County and the City of Ramsey would work cooperatively to seek other funding sources if the grant were awarded to this project. With the award of this type of a grant, the assembly of other funding sources becomes very feasible from other state and federal sources.

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Heidi Nelson (Originator)	Heidi Nelson	11/17/2010 03:36 PM
Kurt Ulrich	Kurt Ulrich	11/18/2010 03:36 PM
Form Started By: Heidi Nelson		Started On: 11/17/2010 11:57 AM
Final Approval Date: 11/18/2010		

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

RESOLUTION # 10-xx-xxx

RESOLUTION IN SUPPORT OF APPLICATION FOR SAFETY AND MOBILITY INTERCHANGE PROGRAM GRANT FUNDING FOR AN ARMSTRONG BOULEVARD INTERCHANGE IMPROVEMENT

WHEREAS, the Minnesota Department of Transportation (MnDOT) has developed an Interregional Corridor (IRC) System which identifies 2,930 miles of key transportation corridors that account for 1/3 of the vehicle miles traveled in the State; and

WHEREAS, traffic volumes on this IRC are expected to double by the year 2030 and without careful planning and protection of the function of these roadways, the ability to continue to provide efficient movement of goods and people is threatened; and

WHEREAS, MnDOT prioritized the various corridors and selected seven for further study, one of which is Trunk Highway 10 (TH10) from TH24 in Clear Lake to I-35W, including that portion that goes through the City of Ramsey and released a document known as the TH 10 Corridor Management Plan, dated January, 2002; and

WHEREAS, on January 18, 2002, the City of Ramsey City Council adopted Resolution #02-01-007 to a) endorse MnDOT's vision and corridor management plan for the TH10 corridor; b) commit to working in partnership with MnDOT and other partners along the corridor to implement the recommendations of the corridor management plan; and c)support the freeway design option from Thurston Blvd. in Anoka to the western boundary of Ramsey; and

WHEREAS, this Corridor Management Plan indicates that the six-lane freeway that is needed for this roadway will be required to be realigned so that it is adjacent to the BNSF rail and includes an interchange at the intersection of Armstrong Boulevard; and,

WHEREAS, in June of 2003, the City of Ramsey City Council passed a resolution ordering that an AUAR as regulated by Chapter 4410.3610 of Minnesota Rules be conducted in relation to the Highway 10 corridor in the area between the existing alignment of TH10 and the BNSF rail: and

WHEREAS, in April of 2004, the City of Ramsey City Council adopted an ordinance to establish an Official Map of the corridor which affected over 54 parcels to preserve the corridor; and

WHEREAS, between 2004 and 2007, the City was successful in purchasing 12 of the 54 properties along the corridor to preserve Right of Way for the future freeway vision; and

WHEREAS, in February of 2007 the City of Ramsey along with MnDOT, Anoka County and the Metropolitan Council completed and approved a TH10 Access Management Plan which indicated an interchange at Armstrong Boulevard; and

WHEREAS, in 2009, Anoka County and the City of Ramsey entered into a Joint Powers Agreement to proceed with Preliminary Design and Environmental Documentation for the TH 10 and Armstrong Boulevard Interchange that will be completed in first quarter 2012; and

WHEREAS, the construction of an interchange at the intersection of TH10 and Armstrong provides for public safety benefits that include a separated grade crossing over the BNSF Rail Line and safe access to TH10 for police and fire services whose facilities are located north of TH 10 and the BNSF Rail Line; and

WHEREAS, the City of Ramsey currently operates a transit station at its Municipal Parking Facility, located just east of the intersection of Armstrong Boulevard and TH 10, with daily express commuter bus service to the 5th street garage in Minneapolis; and

WHEREAS, the City of Ramsey has received Metropolitan Council approval for the addition of the Ramsey Station on the Northstar Commuter Rail and is aggressively pursuing funding commitments for the construction of the Ramsey Station with a projected construction in the summer of 2011; and

WHEREAS, the City of Ramsey and Anoka County have established the Armstrong Interchange as the top priority for interchange improvements on TH10 in Ramsey due to the ability to construct an interchange in advance of the reconstruction and realignment of TH10 and improve public safety and traffic flow on TH10; and

WHEREAS, the City of Ramsey received special legislation in the 2010 session to establish a new Tax Increment Financing District to assist the City in local match funding for transportation improvements that serve the new district.

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

1) That the City Council hereby authorizes the Safety and Mobility Interchange Program Grant Application for the TH10/Armstrong Boulevard interchange project.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of November 2010.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **Item #: 7. 9.**

Date: 11/23/2010

By: Tim Gladhill
Community Development

Information

Title:

Consider Response to November Draft Rules for the Mississippi River Corridor Critical Area (MRCCA)

Background:

The 2009, Minnesota Legislature directed the DNR to establish rules for (Laws 2009, Chapter 172, Article 2, Section 5(e) and Section 27) for the Mississippi River Corridor Critical Area (MRCCA). The Legislation revised portions of Chapter 116G, and specified that rulemaking must commence by January 15, 2010 and include 30 day advance notification to local government units (counties, cities, townships, etc.) within the MRCCA.

Notification:

The City has included information regarding the rulemaking project in the latest version of the Ramsey Resident to keep residents informed of the project in addition to setting up a project webpage on the City's website.

Observations:

Staff has reviewed the latest draft of the Mississippi River Corridor Critical Area (MRCCA) Rules dated November, 2010. The DNR has incorporated many of the City's requests, especially related to land use designations. Staff would like to recommend several responses to the latest draft for consideration as outlined in the attached letter.

Staff would like to continue to support the tiered land use approach, as it loosens regulations on non-riparian lots. Staff continues to have concern with the disparity between CA-2 (rural density) and CA-3 (suburban density) land use designations. Staff feels this may have an impact to the City's approved Future Land Use Map in the 2030 Comprehensive Plan. Staff has been in continued contact with the Metropolitan Council as to our recommendations for the draft rules and impacts to the Comprehensive Plan.

Finally, Staff has great concern with the latest revision that identifies the Rum River as a tributary of the Mississippi River, and thus extends these regulations to this body of water as well. The Rum River is not encumbered by the MRCCA Boundary in Ramsey, so it appears this this standard would not apply to Ramsey. However, the City has continually expressed dissatisfaction with overlapping regulations and would want to support those communities that may be affected by additional overlap, such as the City of Anoka.

A Northwest Working Group meeting is scheduled for December 2nd. Staff would like to provide the attached letter in advance of the meeting for consideration.

Recommendation:

Staff recommends directing staff to submit the attached letter to the DNR MRCCA Rulemaking Project.

Council Action:

Motion to direct staff to submit the attached letter of the DNR MRCCA rulemaking project.

Fiscal Impact

Budgeted Y/N: Y

Budgeted Year: 2010

Fund: General

Funding:

Participation in the rulemaking project is being handled through regular staff duties from the Community Development fund. Upon adoption of the proposed rules, the City will be required to amend its Comprehensive Plan and Zoning Ordinances to comply with the updated rules using additional staff time.

Attachments

Proposed Dimensional Standards

Bluff/Steep Slope Standards

Water Quality Standards

Vegetation Management Standards

Use Standards

Facility Standards

Subdivision Standards

Proposed Response

Form Review

Inbox	Reviewed By	Date
Amber Miller	Amber Miller	11/16/2010 09:56 AM
Tim Gladhill (Originator)	Tim Gladhill	11/16/2010 10:58 AM
Amber Miller	Amber Miller	11/16/2010 11:11 AM
Kurt Ulrich	Kurt Ulrich	11/18/2010 03:36 PM
Form Started By: Tim Gladhill		Started On: 11/15/2010 01:52 PM
Final Approval Date: 11/18/2010		

Dimensional Standards - Comparison of Preliminary Draft & Current MRCCA Standards

Notes:

- *The preliminary draft standards presented at the work group meeting on August 12, 2010 have been revised based on input from work group members, LGUs, other agencies, and the public.*
- *For proposed district boundaries, refer to the proposed MRCCA district maps for your area. For current district boundaries, refer to the **EO 79-19 District Map**. All maps are available on the MRCCA rulemaking project website.*

Sheet 1: Dimensional Standards – Revised November 5, 2010

Standard Type	Preliminary Draft Standards	Districts							Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	Interim Development Regulations (IDR) *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs have used portions of the IDRs in their current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.)*
		CA-1	CA-2	CA-3	CA-4	CA-5	CA-6	CA-7		
Height	Structures shall be no taller than the heights specified for each district*****	25	35	35	48	nder-lying zoning ******	65 *******	nder-lying zoning *******	C.2. Each LG and state agency shall prepare plans and regulations to protect and preser e the aesthetic qualities of the ri er corridor, which pro ide for the following considerations b. **Structures.** Structure site and location shall be regulated to ensure that ri erbanks, bluffs, and scenic o erlooks remain in their natural state, and to minimize interference with iews of and from the ri er, except for specific uses requiring ri er access.	**F. Dimensional standards and criteria****** 5. eight of structures. a. Rural pen Space, rban De eloped, rban pen Space districts 1 new structures and additions to existing structures shall be limited to a maximum of 35 2 the following exceptions to height limits shall be permitted a expansion of existing industrial complexes, such as refineries and storage areas b barns, silos, and similar farm structures c essential ser ice distribution systems d bridges, bridge approach roadways, and transmission ser ices e restoration or construction of historical structures and sites on the in entory of the State istorical Society or the ational Register of istorical Places. b. rban Di ersified district no restrictions on the height of structures.
Height Exceptions	**Exceptions:** 1 expansion including additions, new structures, and rede elopment within the de eloped area of existing industrial complexes, such as refineries, storage areas, terminal facilities, and industrial parks, subject to mitigation 2 barns, silos, and similar farm structures 3 bridges, bridge approach roadways, and public utilities per the applicable standards in **Sheet 5b - Facilities** 4 structures, districts, and sites on the in entory of the State istorical Society or the ational Register of istorical Places, pro ided new and rede eloped heights are compatible with historic character 5 a iation safety features such as na igational lighting fixtures and other na igational structures 6 barge facilities, ele ators, and industrial structures that need to be taller for operational reasons, subject to mitigation 7 chimneys, church spires, flag poles, public safety facilities, mechanical ser ice stacks, public monuments, entilation equipment, and similar equipment and 8 cell towers with a C P or P, pro ided the tower creates minimal interference with iews to the ri er from public parkland and from the WL of the opposite shore, and the applicant demonstrates that functional co erage cannot be pro ided through co-location, at a lower height, or at a location outside the MRCCA. o towers in the **BIZ**, **SIZ** or **SPZ**.									

* *Structure height will be defined by underlying zoning; however, for purposes of this rule, height is measured on the side of the structure facing the river. For buildings, height is measured from the lowest adjacent grade to the highest point of a flat or mansard roofs, or the average height between the eaves and highest ridge for pitched, hip, or gambrel roofs. For non-building structures, height is measured from the lowest adjacent grade to the highest point of the structure.*

** *Provided structure is not visible from the OHWL of opposite shore.*

*** *Structure design and placement must minimize interference with views to the river from public parkland and to bluffs from the OHWL of the opposite shore. Tiering from the river and from blufflines is encouraged.*

**** *The objectives of the dimensional standards and criteria in section F of the Interim Development Regulations are to: maintain the aesthetic integrity and natural environment of certain districts, reduce the effects of poorly planned shoreline and bluffline development, provide sufficient setback for sanitary facilities, prevent pollution of surface and groundwater, minimize flood damage, prevent soil erosion, and implement metropolitan plans and standards **(IDR, F.1.)**.*

Standard Type	Preliminary Draft Standards	Districts							Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	**Interim Development Regulations (IDR)** *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs have used portions of the IDRs in their current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.)*
		CA-1	CA-2	CA-3	CA-4	CA-5	CA-6	CA-7		
Structure Setback (River)	ew, and expansion of existing, structures must meet the distances specified for each district as measured from the WL of the Mississippi Ri er	200	200	100	75	A	50	50	C.2. Each LG and state agency shall prepare plans and regulations to protect and preser e the aesthetic qualities of the ri er corridor, which pro ide for the following considerations b. **Structures.** Structure site and location shall be regulated to ensure that ri erbanks, bluffs, and scenic o erlooks remain in their natural state, and to minimize interference with iews of and from the ri er, except for specific uses requiring ri er access.	**F. Dimensional standards and criteria** 4. Structure setbacks. b. All new structures and roads shall meet the following minimum setbacks 1 Rural pen Space district no structure or road shall be placed less than 200 from the normal high water mark, and no less than 100 from blufflines. 2 rban De eloped and rban pen Space districts the structure or road shall be placed no less than 100 from the normal high water mark of the ri er, and no less than 40 from blufflines. 3 rban Di ersified district the structure or road shall be placed no less than 40 from the bluffline. c. Exceptions to setback pro isions shall be 1 public safety facilities, public bridges and their roadway approaches, railroad sidings, minor public and pri ate roadways ser ing water-related uses on the ri erfront 2 public recreation facilities, scenic o erlooks, public obser ation platforms, the regional trail system, docks, boat launching facilities 3 appro ed ri er crossing of essential ser ice, essential ser ices distribution systems which are primarily underground except for terminal and metering de ices not exceeding 6 in height, supporting structures for transmission crossing spans 4 construction of abo e-ground pumping stations for sewer lines which shall be screened from iew of ri er 5 reconstruction or restoration of historical structures or sites on the n entory of the State istorical Society or ational Register of istoric Places.
Structure Setback (Tributaries)	ew, and expansion of existing, structures must meet the distances specified for each district as measured from the WL of key identified tributaries, which include the Crow, Rum, Minnesota, and ermillion ri ers	150	150	75	75	75	50	50		
Structure Setback (Bluff)	ew, and expansion of existing, structures must meet the distances specified for each district as measured from the bluffline *See also **Sheet 2 - Bluffs & Steep Slopes***	100	100	40	40	40	40	40		
Impervious Surface Setback	ew, and expansion of existing, imper ious surfaces must meet the structure setbacks listed abo e, subject to the same exceptions.									
Setback Exceptions	**Exceptions:** 1 public safety facilities, public bridges/approaches, railroad sidings, and minor public and pri ate roadways ser ing ri er-dependent uses per the applicable standards in **Sheet 5b - Facilities** 2 public recreation facilities, including but not limited to scenic o erlooks, obser ation platforms, trails, docks, picnic shelters not within the **BIZ**, **SIZ** or **SPZ** , and water access ramps per applicable standards in **Sheet 5b - Facilities** 3 ri er crossings of public utilities that are primarily underground except for terminal and metering de ices not exceeding 6 in height, and supporting structures for transmission crossing spans 4 abo e-ground pumping stations for sewer lines, which shall be screened from iew from the WL of the opposite shore 5 structures, districts, and sites on the in entory of the State istorical Society or the ational Register of istorical Places, pro ided new and rede eloped structures ha e setbacks compatible with historic character 6 one water oriented accessory structure W AS for each riparian lot _300 in width at the WL, with one additional W AS per each additional 300 of shoreline not to exceed 12 in height, 120 square feet in area, _10 from the WL, not within the **BIZ** or **SPZ** 7 a iation safety features, such as na igational lighting fixtures, other na igational structures, and airfield pa ements 8 shoreline facilities per the applicable standards in **Sheet 5a – Uses Sheet 5b - Facilities** 9 rock rip rap, boulder walls, and retaining walls may be allowed per the applicable standards in **Sheet 3 – Water Quality** 10 flood control structures and public stormwater facilities 11 public transportation facilities, including public roads, bike lanes, and related facilities per the applicable standards in **Sheet 5b - Facilities** 12 restoration projects sponsored and appro ed by a resource agency or the LG 13 one access path _8 in width in the **SIZ**, _4 in width in the **BIZ** or **SPZ** and 14 stairways, lifts, and landings _4 width, landings _ 32 square feet, no canopies or roofs, isually inconspicuous location . **Setback Averaging:** Where principal structures exist on the adjoining lots on both sides of the proposed building site, the setback may be altered to conform to the adjoining setbacks. o structures are allowed within the **BIZ**, **SIZ**, or **SPZ** unless specified in the exceptions abo e.									

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Standard Type	Revised Draft Standards	Districts							Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	Interim Development Regulations (IDR) *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs have used portions of the IDRs in their current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.)*
		CA-1	CA-2	CA-3	CA-4	CA-5	CA-6	CA-7		
SSTS Setback OHWL	Subsurface Sewage Treatment Systems SSTS must meet specified distances from the WL	Tank 50 , Absorption Area 75							C.3. LG s shall de elop plans and regulations to ensure that de elopment shall not be undertaken prior to the pro ision of the Metropolitan public facilities in adopted Metropolitan plans, in accordance with the following guidelines a. De elopments in areas not scheduled for the pro ision of municipal or metropolitan sanitary sewers shall comply with adequate on-site sewage disposal regulations.	**G. Sanitary standards and criteria.** 1. The following standards shall apply to all districts a. All parts of on-site sewage disposal systems shall be located at least 75 from the normal high water mark. b. o on-site sewage disposal system shall be placed within designated floodplains.
Impervious Surface Coverage	For new de elopment and rede elopment, LG s that ha e an adopted stormwater and erosion and sediment control ordinance will be able to use performance standards as pro ided in **Sheet 3 - Water Quality.**	nderlying Zoning							C.1. Each LG with the ri er corridor shall prepare plans and regulations to protect en ironmentally sensiti e areas in accordance with the following guidelines. a. Each LG shall, with the assistance of the Metropolitan Council and state agencies 5 Prepare plans and regulations to minimize direct o erland runoff and impro e the quality of runoff onto adjoining streets and watercourses.	o standards in the DR.
Lot Size	Lot area and width for con entional subdi isions and commercial and industrial lots excluding land below the WL shall be determined as specified **Exceptions:** Lot size may be smaller for P Ds and conser ation subdi isions as pro ided in **Sheet 6 – Subdivisions & PUDs**.	A	_ 200 width, _2 acre area	nderlying Zoning					C.3. LG s shall de elop plans and regulations to ensure that de elopment shall not be undertaken prior to the pro ision of the Metropolitan public facilities in adopted Metropolitan plans, in accordance with the following guidelines b. The density of de elopment outside the Metropolitan rban Ser ice Area shall be limited to ensure that there is no need for the premature pro ision of local and metropolitan urban ser ices and facilities.	**F. Dimensional standards and criteria** 3. Lot size. a. n the Rural pen Space and rban De eloped districts, the following minimum lot sizes shall be required 1 in unsewered areas, the minimum lot size shall be 5 acres/single family unit 2 in sewered areas, the minimum lot size shall be consistent with the local zoning ordinance. b. n the rban pen Space and rban Di ersified districts, the minimum lot size shall be consistent with the local zoning ordinance.
Density	De elopment density shall be determined as specified **Exceptions:** Density may be greater for P Ds and conser ation subdi isions as pro ided in **Sheet 6 – Subdivisions & PUDs**.	A	Suitable Area Lot Size	nderlying Zoning						

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Preliminary Draft Definitions – Revised November 5, 2010

Access Path = an area designated to pro ide ingress and egress to public waters.

Bluff Impact Zone (BIZ) = land on and within 20 of a bluff. *(For definition of bluff, see **Sheet 2**)*

Bluffline = top of a bluff. More than one bluffline may be encountered proceeding landward from the ri er.

Setback = a separation distance measured horizontally.

Shore Impact Zone (SIZ) = land located between the WL of a public water and a line parallel to it at 50 of the required structure setback.

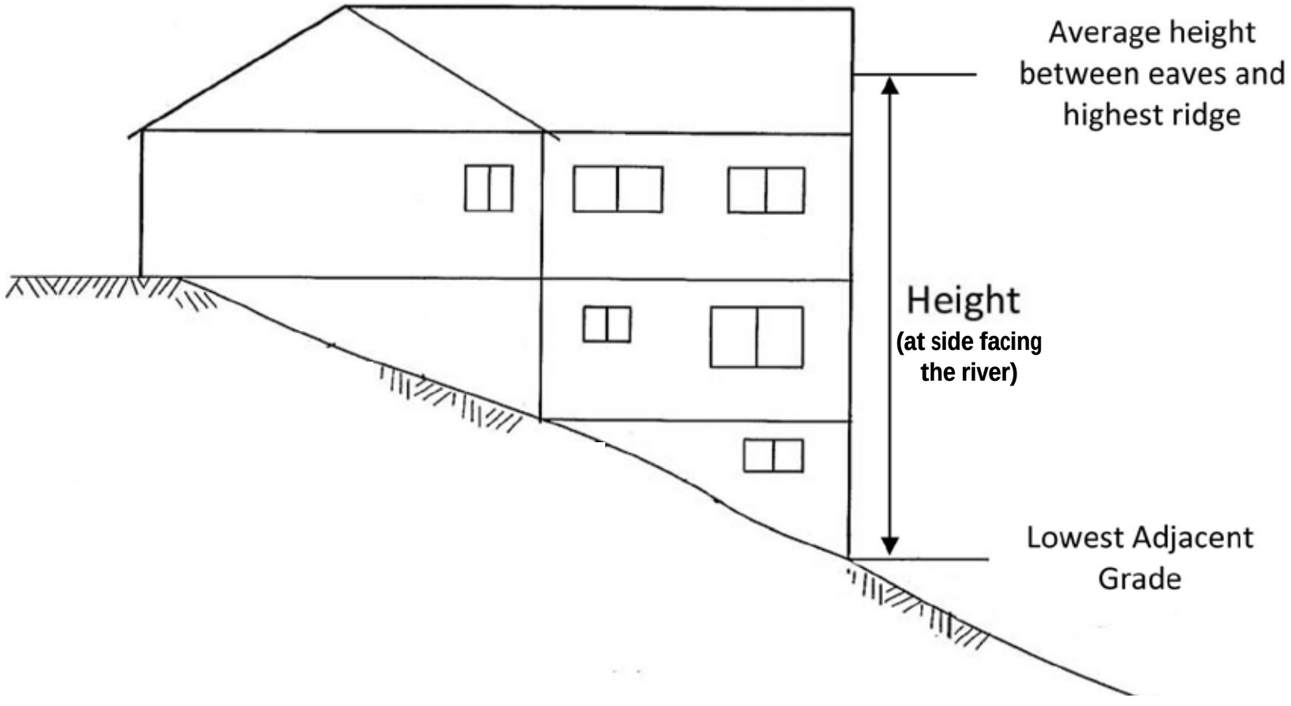
Slope Preservation Zone (SPZ) = land on and within 20 of a ery steep slope. *(Includes the BIZ; for definition of very steep slope, see **Sheet 2**)*

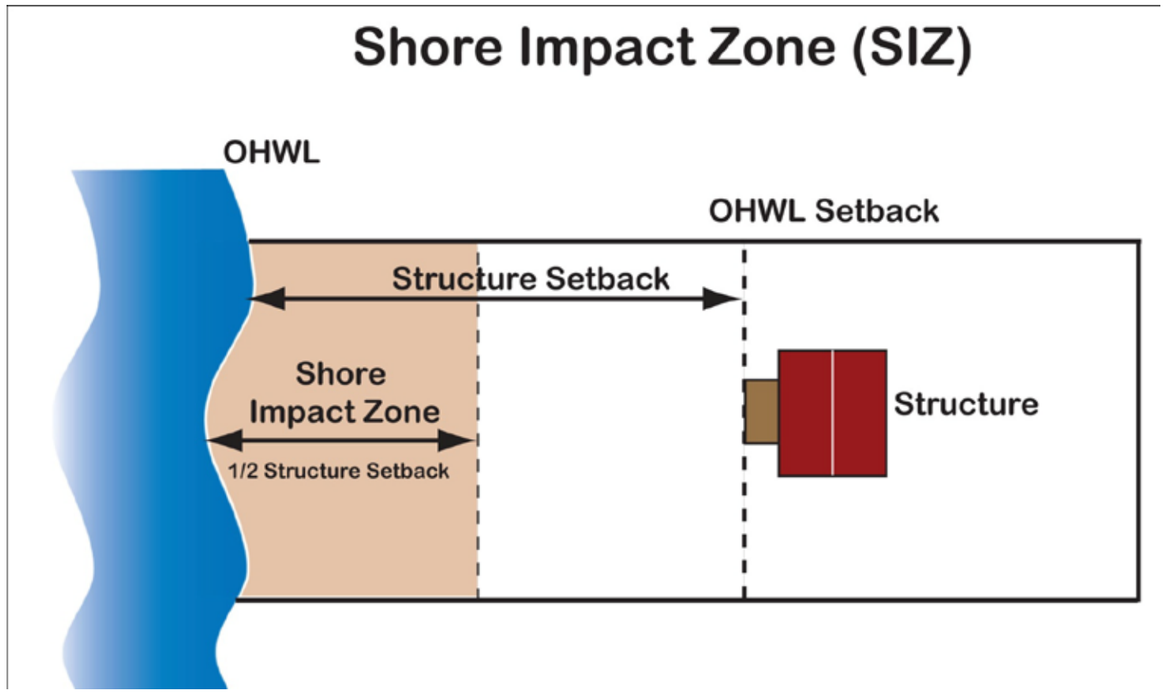
Structure = any building, sign, or appurtenance thereto, except aerial or underground utility lines, such as sewer, electric, telephone, telegraph, or gas lines, including towers, poles, and other supporting appurtenances. *(MN Rules, Chapter 6105)*

Suitable Area = the area remaining on a lot or parcel of land after the B Z, S Z, SPZ, R W, roads, historic sites, wetlands, designated floodways, and land below the WL are subtracted.

Water Oriented Accessory Structure = a small building or other impro ement, except stairways, fences, docks, and retaining walls, that, because of the relationship of its use to a surface water feature, reasonably needs to be located closer to public waters than the normal structure setback. Water-oriented accessory structures include gazebos, screen houses, fish houses, storage sheds, pump houses, and detached decks and patios.

Structure Height (Building)





Bluffs & Steep Slopes - Comparison of Preliminary Draft & Current MRCCA Standards & Definitions

Notes:

- *The preliminary draft standards presented at the work group meeting on August 12, 2010 have been revised based on input from work group members, LGUs, other agencies, and the public.*
- *For proposed district boundaries, refer to the proposed MRCCA district maps for your area. For current district boundaries, refer to the **EO 79-19 District Map**. All maps are available on the MRCCA rulemaking project website.*

Sheet 2: Bluffs & Steep Slopes – Revised November 5, 2010

Standard Type	Preliminary Draft Standards	Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	Interim Development Regulations (IDR) *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs have used portions of the IDRs in their current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.*
Structure Setback (Bluffline)	New and expansion of existing structures must meet distances specified for each district (from the top of bluff): CA-1 – CA-2: 100’ CA-3 – CA-7: 40’ *See **Sheet 1 – Dimensional Standards** for additional information on setbacks and exceptions.*	*See **Sheet 1 – Dimensional Standards***	
Bluff Impact Zone (BIZ) & Slope Preservation Zone (SPZ)	Land on and within 20' of bluffs is known as the **bluff impact zone (BIZ),** and land on and within 20’ of very steep slopes is known as the **slope preservation zone (SPZ)**. No structures, land alteration, intensive vegetation clearing, or construction activities are allowed within the **BIZ** or **SPZ**. **Exceptions:** (1) permitted stairways, lifts, and landings (≤4’ width, landings ≤ 32 square feet, no canopies or roofs, visually inconspicuous location); (2) public trails, and overlooks providing access to and views of the river; (3) rock riprap, boulder walls, and retaining walls may be allowed per the applicable standards in **Sheet 3 – Water Quality**; (4) restoration projects sponsored and approved by a resource agency or the LGU; (5) public safety facilities, public bridges/approaches, railroad sidings, and minor public and private roadways serving river-dependent uses per the applicable standards in **Sheet 5b - Facilities**; (6) approved river crossings of public utilities that are primarily underground except for terminal and metering devices not exceeding 6’ in height, and supporting structures for transmission crossing spans; (7) above-ground pumping stations for sewer lines, which shall be screened from view from the OHWL of the opposite shore; (8) structures, districts, and sites on the inventory of the State Historical Society or the National Register of Historical Places, provided new and redeveloped structures are compatible with historic character; (9) public transportation facilities, including public roads, bike lanes, and related facilities per the applicable standards in **Sheet 5b - Facilities**; (10) one access path (≤4’ in width). *See also **Sheet 4 - Vegetation Management**, **Sheet 5a – Uses**, and **Sheet 5b - Facilities***	C.1. Each LGU within the river corridor shall prepare plans and regulations to protect environmentally sensitive areas in accordance with the following guidelines: a. Each LGU shall, with assistance of the Metropolitan Council and state agencies: (4) Prepare plans and regulations to protect bluffs greater than 18% and to provide conditions for the development of bluffs between 18%-12% slopes. (7) Prepare plans and regulations for management of vegetative cutting. C.2. Each LGU and state agency shall prepare plans and regulations to protect and preserve the aesthetic qualities of the river corridor, which provide for the following considerations: b. **Structures.** Structure site and location shall be regulated to ensure that riverbanks, bluffs, and scenic overlooks remain in their natural state, and to minimize interference with views of and from the river, except for specific uses requiring river access.	**F. Dimensional standards and criteria** 6. Placement of structures. a. The following shall apply in any district: (1) No new structures shall be placed on slopes which are 18% or greater. **E. Earthwork and vegetation** 2. Vegetation management. a. Rural Open Space, Urban Developed, & Urban Open Space districts: (1) On developed islands, public recreation lands, the slope or face of bluffs within 200’ of the NHWM of the river, and within 40’ landward of blufflines, clear cutting shall not be permitted. (3) The selective cutting of trees greater than 4” in diameter may be permitted by LGUs when the cutting is appropriately spaced and staged so that continuous natural cover is maintained. b. Urban Diversified district: (1) On the slope or face of bluffs and within areas 40’ landward from established blufflines, clear cutting shall not be permitted; (2) The selective cutting of trees greater than 4” in diameter may be permitted by LGUs when the cutting is appropriately spaced and staged so that continuous natural cover is maintained. c. These vegetative management standards shall not prevent the pruning and cutting of vegetation to the minimum amount necessary for the construction of bridges and roadways and for the safe installation, maintenance and operation of essential services and utility transmission services that are permitted uses.

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Standard Type	Preliminary Draft Standards	Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	Interim Development Regulations (IDR) *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs used portions of the IDRs in current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.)*
Steep Slopes - Conditions for Development	Structures may be permitted on slopes >12%, but <18%, when the following conditions are met: (1) the applicant can demonstrate that the development can be accomplished without increasing erosion; (2) the soil types and geology are suitable for slope development; and (3) there is proper management of vegetation to control runoff.	C.1. Each LGU within the river corridor shall prepare plans and regulations to protect environmentally sensitive areas in accordance with the following guidelines: a. Each LGU shall, with assistance of the Metropolitan Council and state agencies: (4) Prepare plans and regulations to protect bluffs greater than 18% and to provide conditions for the development of bluffs between 18%-12% slopes. C.2. Each LGU and state agency shall prepare plans and regulations to protect and preserve the aesthetic qualities of the river corridor, which provide for the following considerations: b. **Structures.** Structure site and location shall be regulated to ensure that riverbanks, bluffs, and scenic overlooks remain in their natural state, and to minimize interference with views of and from the river, except for specific uses requiring river access.	**F. Dimensional standards and criteria** 6. Placement of structures. a. The following shall apply in any district: (2) structures may be permitted on slopes which are greater than 12%, but less than 18%, when the following conditions are met: a) the developer can prove that the development on the slope can be accomplished without increasing erosion; b) the soil types and geology are suitable for slope development; c) there is proper management of vegetation to control runoff.

Preliminary Draft Definitions – Revised November 5, 2010	Executive Order 79-19 Current Definitions	Minnesota Statutes, §116G.15, Subd. 4(d) Guidelines for Preliminary Bluff Map
Bluff = a natural topographic feature having all of the following characteristics: • the slope rises at least 25’ above the OHWL or **toe of bluff**, and • the grade of the slope from the OHWL or **toe of bluff** to the **top of bluff** averages 30% or greater, and where • **toe of bluff** means the lower point of the lowest horizontal 10’ segment with an average slope > 18%, and • **top of bluff** means the higher point of the highest horizontal 10’ segment with an average slope > 18%. **Bluff Impact Zone (BIZ) =** land on and within 20’ of a bluff. **Bluffline =** a line delineating the top of bluff. More than one bluffline may be encountered proceeding landward from the river. **Very Steep Slope =** a natural topographic feature having all of the following characteristics: • the slope rises at least 10’ above the OHWL or **toe of slope**, and • the grade of the slope from the OHWL or **toe of slope** to the **top of slope** averages 18% or greater, and where • **toe of slope** means the lower point of the lowest horizontal 10’ segment with an average slope >18%, and • **top of slope** means the higher point of the highest horizontal 10’ segment with an average slope > 18%. **Slope Preservation Zone (SPZ) =** land on and within 20’ of a very steep slope. **Steep Slope =** a natural topographic feature with an average slope of 12-18%, measured over a horizontal distance of ≥50’.	**Bluffline =** a line delineating the top of a slope connecting the points at which the slope becomes less than 18%. More than one bluffline may be encountered proceeding landward from the water. **(Appendix C.8. Definitions.)**	*The statutes require the DNR to create a preliminary bluff map at the outset of the rulemaking process, based on the following guidelines:* **Bluff Face** or **Bluff =** the area between the bluff line and the bluff base. A high, steep, natural topographic feature such as a broad hill, cliff, or embankment with a slope of 18% or greater and a vertical rise of at least 10’ between the bluff base and the bluff line. **Bluff Line =** a line delineating the top of a slope connecting the points at which the slope becomes less than 18%. More than one bluff line may be encountered proceeding upslope from the river valley. **Base of the Bluff =** a line delineating the bottom of a slope connecting the points at which the slope becomes 18% or greater. More than one bluff base may be encountered proceeding landward from the water. **Very Steep Slopes =** slopes 18% or greater. Very steep slopes are natural topographic features with an average slope of 18% or greater, measured over a horizontal distance of ≥50’. **Steep slopes =** 12-18% slopes. Steep slopes are natural topographic features with an average slope of 12-18%, measured over a horizontal distance ≥50’.

Watch for revised graphics of the BIZ and SPZ, which are currently in development.

Prepared by Minnesota Department of Natural Resources, November 5, 2010

Water Quality - Comparison of Preliminary Draft & Current MRCCA Standards

Notes:

- *The preliminary draft standards presented at the work group meeting on August 12, 2010 have been revised based on input from work group members, LGUs, other agencies, and the public.*
- *For proposed district boundaries, refer to the proposed MRCCA district maps for your area. For current district boundaries, refer to the **EO 79-19 District Map**. All maps are available on the MRCCA rulemaking project website.*

Sheet 3: Water Quality – Revised November 5, 2010

	Standard Type	Preliminary Draft Standard	Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	Interim Development Regulations (IDR) *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs have used portions of the IDRs in their current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.)*
Water Quality Standards	**Existing Plans & Regulations**	All **development** must be consistent with Local Water Management Plans completed under M Statutes 103B.235 and M Rules Chapter 8410. These pro isions specify that Local Water Management Plans, capital impro ement programs, and official controls must comply with Watershed District/Water Management rganization rules, regulations and plan standards. All de elopment must be consistent with the Metropolitan Council s 2030 Water Resources Management Policy Plan All **development** also must meet or exceed the standards in M Rules Chapters 7050, 7053, and 7090, which include • Water quality standards • Effluent limits and treatment requirements • Stormwater regulation.	*No standards and guidelines in Executive Order 79-19*	*No standards and guidelines in the IDR*
Wetland Protection	**Existing Regulations**	All **development** must be consistent with the wetland protection requirements of M Rules Chapter 8420.	**C.1.** Each local unit of go ernment within the ri er corridor shall prepare plans and regulations to protect en ironmentally sensiti e areas in accordance with the following guidelines. a. Each local unit of go ernment shall, with the assistance of the Metropolitan Council and state agencies 1 dentify and prepare an in entory of a floodplains, b wetlands . 2 Prepare a floodplain ordinance if it does not ha e a floodplain ordinance in effect 3 Prepare plans and regulations to protect wetlands.	
Floodplain Protection	**Existing Regulations**	All **development** must meet or exceed the floodplain management standards in M Rules Chapter 6120. ote all MRCCA cities ha e adopted regulations per state federal requirements and all participate in FEMA s ational Flood nsurance Program. Dakota, Washington, and Anoka counties ha e adopted regulations that apply to county lands and unincorporated areas.		
Stormwater Management	**Impervious Surface Coverage (ISC) Limits**	The SC limit in all districts is go erned by underlying zoning.	**C.1.** Each local unit of go ernment within the ri er corridor shall prepare plans and regulations to protect en ironmentally sensiti e areas in accordance with the following guidelines. a. Each local unit of go ernment shall, with the assistance of the Metropolitan Council and state agencies 5 Prepare plans and regulations to minimize direct o erland runoff and impro e the quality of runoff onto adjoining streets and watercourses.	
	Impervious Surface Coverage (ISC) Performance Standards	Stormwater olume shall be reduced onsite by the amount equal to the runoff generated from one inch of rainfall o er the new or reconstructed imper ious surfaces of the de elopment. Where site conditions do not allow for infiltration, filtration practices shall be gi en priority. This pro ision applies to all de elopment requiring a LG permit and/or requiring site plan re iew. BMP design, installation, and maintenance must be consistent with the Minnesota Stormwater Manual, Minnesota Pollution Control Agency 2005 , and as subsequently amended.		

	Standard Type	Preliminary Draft Standard	Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	Interim Development Regulations (IDR) *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs have used portions of the IDRs in their current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.)*
Grading, Filling & Erosion Control	**Shore Impact Zone (SIZ)**	Within the **shore impact zone (SIZ)**, grading, filling disturbance of 10 cubic yards of material or an area 250 square feet requires a permit from the LG . Grading, filling and land disturbance acti ities must comply with the standards pro ided in the ational Pollutant Discharge and Elimination System permit for Construction Stormwater. Exceptions are pro ided for emergency situations as determined by the LG and restoration projects sponsored or appro ed by a resource agency or LG .	**C.1.** Each local unit of go ernment within the ri er corridor shall prepare plans and regulations to protect en ironmentally sensiti e areas in accordance with the following guidelines. a. Each local unit of go ernment shall, with the assistance of the Metropolitan Council and state agencies 6 Prepare plans and regulations to minimize site alteration and for beach and ri erbank erosion control **C.2. a. Site Plans**. Site plans shall be required to meet the following guidelines 1 ew de elopment and expansion shall be permitted only after the appro al of site plans which adequately assess and minimize ad erse effects and maximize beneficial effects. 3 Site plans shall include, but not be limited to, the submission of an adequate and detailed description of the project, including acti ities undertaken to ensure consistency with the objecti es of the Designation rder maps which specify soil types, topography, and the expected physical changes in the site as the result of the de elopment the measures which address ad erse en ironmental effects. 4 Site plans shall include standards to ensure that structure, road, screening, landscaping, construction placement, maintenance, and storm water runoff are compatible with the character and use of the ri er corridor in that district.	**E. Earthwork and Vegetation** 1. n all districts, the following pro isions shall apply to grading and filling a. Grading, filling, exca ating, or otherwise changing the topography landward of the ordinary high water mark shall not be conducted without a permit from the local authority. A permit may be issued only if 1 earthmo ing, erosion, egetati e cutting, and the destruction of natural amenities is minimized 2 the smallest amount of ground is exposed for as short a time as feasible 3 temporary ground co er, such as mulch, is used and permanent ground co er, such as sod is planted 4 methods to pre ent erosion and trap sediment are employed and 5 fill is established to accepted engineering standards. b. A separate grading and filling permit is not required for grading, filling, or exca ating the minimum area necessary for a building site, essential ser ices, sewage disposal systems, and pri ate road and parking areas undertaken pursuant to a alidly issued building permit.
	Bluff Impact Zone (BIZ) & Slope Preservation Zone (SPZ)	Fill, exca ation, grading, and other land disturbing acti ities will be prohibited within the B Z and SPZ with specified exceptions identified in **Sheet 2** and for slopes created as a part of an extracti e use.		
	Erosion & Sediment Control Required	Temporary and permanent erosion and sediment control shall be required for any acti ity that disturbs a total land surface area of 3,000 sq ft or more. Temporary and permanent erosion and sediment control measures shall be consistent with Protecting Water uality in rban Areas, Minnesota Pollution Control Agency 2000 , and as subsequently amended.	**C.2. b. Structure** site and location shall be regulated to ensure that ri erbanks, bluffs and scenic o erlooks remain in their natural state, and to minimize interference with iews of and from the ri er, except for specific uses requiring ri er access. **e. Existing Development.** Local plans and regulations shall include pro isions to retain existing egetation and landscaping.	**I. Administration** 1. Local units of go ernment and regional and state agencies shall notify the Council of the following types of proposed de elopment within the Mississippi Ri er Corridor e. Any de elopment on or in ol ing the alteration of 4 a slope of greater than 12 percent 5 the remo al of 5 contiguous acres or more of egetati e co er 6 the grading or filling of 20 contiguous acres of land 7 the deposit of dredge spoil 8 more than 50 linear feet of a ri erbank. h. Any de elopment which would result in the discharge of water into or withdrawal of water from the Mississippi Ri er which would require a state permit.
	Rock Riprap & Retaining Walls	Abo e the WL, constructing or replacing retaining walls, rip rap, other imper ious co er used to address an erosion problem, or bioengineering techniques requires a permit from the LG and must include design, construction, and maintenance standards. This permit is in addition to the permit requirements in the S Z abo e and is not subject to minimum size exceptions. Rock riprap, boulder walls and retaining walls shall be used only to correct an established erosion problem as determined by a PE, SWCD or WD or person with certification in erosion control that cannot be controlled through the use of egetation, slope stabilization using mulch, biomat, or similar bio-engineered means.		

Preliminary Draft Definitions – Revised November 5, 2010

Development = the making of any material change in the use or appearance of any structure or land including but not limited to 1 a reconstruction, alteration of the size, or material change in the external appearance of a structure on the land 2 a change in the intensity of use of the land 3 alteration of a shore or bank of a ri er, stream, lake or pond 4 commencement of drilling except to obtain soil samples , mining or exca ation 5 demolition of a structure 6 clearing of land as an adjunct to construction 7 deposit of refuse, solid or liquid waste, or fill on a parcel of land 8 the di iding of land into three or more parcels. *MN Stats, §116G.03*

Bluff Impact Zone (BIZ) land on and within 20 of a bluff. *For definition of bluff, see **Sheet 2***

Shore Impact Zone (SIZ) = land located between the WL of a public water and a line parallel to 50 the structure setback.

Slope Preservation Zones (SPZ) land on and within 20 feet of a ery steep slope. *(Includes the BIZ; for definition of very steep slopes, see **Sheet 2**)*

Vegetation Management - Comparison of Preliminary Draft & Current MRCCA Standards

Notes:

- *The preliminary draft standards presented at the work group meeting on August 12, 2010 have been revised based on input from work group members, LGUs, other agencies, and the public.*
- *For proposed district boundaries, refer to the proposed MRCCA district maps for your area. For current district boundaries, refer to the **EO 79-19 District Map**. All maps are available on the MRCCA rulemaking project website.*

Sheet 4: Vegetation Management – Revised November 5, 2010

	Standard Type	Preliminary Draft Standards	Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	Interim Development Regulations (IDR) *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs used portions of the IDRs in current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.)*
Vegetation Management General	**LGU Program**	In cooperation with the DNR and other resource agencies, LGUs shall implement an incentive, marketing, or education program to encourage property owners to protect or restore natural vegetation within the **BIZ**, **SIZ**, **SPZ**, and other areas identified in MN Statutes, §116G.15, Subd. 4(b). The LGU program must include, at a minimum: (1) use of educational material developed by the DNR or other resource agency; and (2) monitoring and evaluation.	C. 1. Each LGU within the river corridor shall prepare plans and regulations to protect environmentally sensitive areas in accordance with the following guidelines: a. Each LGU shall, with assistance of the Metropolitan Council and state agencies: (6) Prepare plans and regulations to minimize site alteration and for beach and riverbank erosion control. (7) Prepare plans and regulations for management of vegetative cutting. C.2. Each LGU and state agency shall prepare plans and regulations to protect and preserve the aesthetic qualities of the river corridor, which provide for the following considerations: a. **Site Plans.** Site plans shall be required to meet the following guidelines: (4) Site plans shall include standards to ensure that structure, road, screening, landscaping, construction placement, maintenance, and storm water runoff are compatible with the character and use of the river corridor in that district. (5) Site plans shall….contain specific conditions with regard to buffering, landscaping, and revegetation. b. **Structures.** Structure site and location shall be regulated to ensure that riverbanks, bluffs, and scenic overlooks remain in their natural state, and to minimize interference with views of and from the river, except for specific uses requiring river access. e. **Existing Development.** Local plans and regulations shall include provisions to: (1) Retain existing vegetation and landscaping. (4) Provide for the screening of existing development which constitutes visual intrusion, wherever appropriate.	**E. Earthwork and vegetation** 2. Vegetation management. a. In Rural Open Space, Urban Developed, and Urban Open Space districts, the following standards shall apply: (1) On developed islands, public recreation lands, the slope or face of bluffs within 200’ of the NHWM of the river, and within the area 40’ landward of blufflines, clear cutting shall not be permitted. (2) On all other lands within these districts, clear cutting shall be guided by the following provisions: a) clear cutting shall not be used where soil, slope, or other watershed conditions are fragile and subject to injury; b) clear cutting shall be conducted only where clear cut blocks, patches, or strips are, in all cases, shaped and blended with the natural terrain; c) the size of clear cut blocks, patches, or strips shall be kept at the minimum necessary; d) where feasible all clear cuts shall be conducted between September 15 and May 15. If natural regeneration will not result in adequate vegetative cover, areas in which clear cutting is conducted shall be replanted to prevent erosion and to maintain the aesthetic quality of the area; where feasible, replanting shall be performed in the same spring, or the following spring. (3) The selective cutting of trees greater than 4” in diameter may be permitted by LGUs when the cutting is appropriately spaced and staged so that continuous natural cover is maintained. b. In the Urban Diversified district: (1) On the slope or face of bluffs and within areas 40’ landward from established blufflines, clear cutting shall not be permitted; (2) The selective cutting of trees greater than 4” in diameter may be permitted by LGUs when the cutting is appropriately spaced and staged so that continuous natural cover is maintained. *(Continued…)*
	Vegetation Management Provisions	Vegetation within the SIZ, BIZ, SPZ, and other areas identified in MN Statutes, §116G.15, Subd. 4.(b) (floodplains, wetlands, gorges, and existing significant vegetative stands) must be managed as follows: • Vegetation currently in a natural state shall be maintained. • Restoration of vegetation to a natural state is encouraged. • Intensive vegetation clearing is not allowed. • Screening of structures, vehicles, and other facilities as viewed from the river or OHWL of the opposite shore (during summer, leaf-on conditions) must be maintained. • Limited cutting, trimming, or clearing of trees, shrubs, and other understory vegetation may be allowed for: 1. the minimum necessary to install structures and facilities allowed by these rules, including; o structures and facilities listed as exceptions in **Sheet 1 – Dimensional Standards** and **Sheet 2 – Bluffs & Steep Slopes**; and o one shoreline recreational use area (not to exceed 25' x 25' on a 300' wide lot, with an extra 25' allowed for each 100' in lot width for PUDs and lots >300' wide, not to exceed 5,000 sq ft total); 2. the removal of trees, limbs or branches that are dead, dying, diseased, infested; to prevent infestation or spread of disease; or that pose a safety hazard as determined by a forester, arborist, or other qualified LGU representative*****; 3. the removal of invasive, non-native plants as determined by a forester, arborist, or other qualified LGU representative*****; 4. woodland/habitat management and restoration activities sponsored and approved by a resource agency or the LGU; and 5. forest management activities sponsored and approved by a resource agency or the LGU, and per the forestry use standards in **Sheet 5a-Uses**. ***** In areas cleared of vegetation as provided in items 2 and 3 above, native vegetation must be reestablished, either by allowing it to regenerate naturally (no cutting or mowing) or with plantings subject to a restoration plan.		

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	Standard Type	Preliminary Draft Standards	Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	Interim Development Regulations (IDR) *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs used portions of the IDRs in current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.)*
Vegetation Management	**Restoration**	The establishment or restoration of native vegetation, while not required, may be achieved through mitigation when mitigation is required by these rules. Mitigation will be proportionate to the impacts of the development.	*See standards and guidelines on previous page.*	**E. Earthwork and vegetation** 2. Vegetation management. c. These vegetative management standards shall not prevent the pruning and cutting of vegetation to the minimum amount necessary for the construction of bridges and roadways and for the safe installation, maintenance and operation of essential services and utility transmission services which are permitted uses. **F. Dimensional standards and criteria.** 7. Line of Sight In Rural Open Space, Urban Developed, and Urban Open Space districts, the development of new and expansion of existing industrial and commercial uses and development shall be permitted, if it cannot be seen from the NHWM on the opposite side of the river. Water-related commercial and industrial uses shall not be subject to this requirement.
	Violations	If the vegetation management provisions are not complied with, the reestablishment of comparable species of native vegetation in the same area will be required. The LGU must require a restoration plan. At minimum, the plan must require the planting of comparable species, composition, density and diversity of native vegetation in the same area. Open areas or lawns resulting from violations must be left unmowed or uncut and planted with comparable species of native vegetation in the same area. The LGU must issue a Certificate of Compliance when it has determined that the restoration plan has been successfully implemented. All aspects of the plan must be maintained in perpetuity and loss of plantings must be replaced in kind.		

Preliminary Draft Definitions – Revised November 5, 2010

Access Path = an area designated to provide ingress and egress to public waters.

Bluff Impact Zone (BIZ) = land on and within 20’ of a bluff. *(For definition of bluff, see **Sheet 2**)*

Intensive Vegetation Clearing = substantial removal of trees or shrubs in a contiguous patch, strip, row or block. *(Includes clear cutting.)*

Natural State = where the condition, composition, and diversity of the plant community is substantially unaltered by humans; or where restoration has been consistent with commissioner guidelines or local government approved plans.

Shore Impact Zone (SIZ) = land located between the OHWL of a public water and a line parallel to it at 50% of the required structure setback.

Slope Preservation Zone (SPZ) = land on and within 20' of very steep slopes. *(Includes the BIZ; for definition of very steep slopes, see **Sheet 2**)*

Uses - Comparison of Preliminary Draft & Current MRCCA Standards

Notes:

- *The preliminary draft standards presented at the work group meeting on August 12, 2010 have been revised based on input from work group members, LGUs, other agencies, and the public.*
- *For proposed district boundaries, refer to the proposed MRCCA district maps for your area. For current district boundaries, refer to the **EO 79-19 District Map**. All maps are available on the MRCCA rulemaking project website.*

Sheet 5a: Uses – Revised November 5, 2010

Use	Standard Type	Preliminary Draft Standards	Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	Interim Development Regulations (IDR) *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs have used portions of the IDRs in their current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.)*
All Uses	**General**	se will be guided by underlying zoning, with additional pro isions for certain uses as specified below. All de elopment will be subject to the dimensional and performance standards in these rules, unless stated otherwise.	o general standards or guidelines in E 79-19.	**C. Permitted uses.** 1. Any land or water de elopment which is in conformance with the standards and guidelines of the nterim De elopment Regulations shall be permitted. 3. Residential De elopment. Residential de elopment shall be permitted in all the districts. All structures and accessory uses or appurtenances of residential de elopment shall be subject to the dimensional standards and criteria in section F of these nterim De elopment Regulations.
Agriculture	**Buffer Requirements**	Perennial ground co er must be maintained within the **bluff impact zone (BIZ)**, **slope preservation zone (SPZ)** and the **shore impact zone (SIZ)**.	C.1.a. Each LG shall, with assistance of the Metropolitan Council and state agencies 6 Prepare plans and regulations to minimize site alteration and for beach and ri erbank erosion control. 7 Prepare plans and regulations for management **of** egetati e cutting.	*See **Sheet 4 – Vegetation***
	Feedlots	ew animal feedlots and manure storage areas are prohibited. Existing animal feedlots and manure storage areas must conform to the standards in Chapter 7020.	o standards or guidelines in E 79-19.	**C. Permitted uses.** 5. Agricultural ses. All agricultural uses except new feedlots may be permitted in all the districts.
Forestry	**Requirements**	Tree har esting, biomass har esting within woodlands, and associated reforestation must be conducted consistent with recommended practices in the document **Conserving Woodlands in Developing Communities - Best Management Practices in Minnesota (2000)**.	*See **Sheet 4 – Vegetation***	*See **Sheet 4 – Vegetation***
Signs	**Off-premise advertising signs**	ff-premise ad ertising signs will be guided by underlying zoning, pro ided that 1 the signs meet all required dimensional and performance standards in these rules, and 2 the signs are not isible when iewed from the ri er and the WL of the opposite shore.	C.2. Each LG and state agency shall prepare plans and regulations to protect and preser e the aesthetic qualities of the ri er corridor, which pro ide for the following considerations f. **Signs.** Local units of go ernment shall adopt ordinances for the amortization and remo al of non-conforming general ad ertising signs, and to prohibit the isibility of ad ertising signs from the ri er, except in the rban Di ersified district	**C. Permitted uses.** 8. Signs a. n Rural pen Space, rban De eloped, and rban pen Space districts 1 general ad ertising signs not isible from the ri er are permitted 2 all other general ad ertising signs shall be prohibited. b. n rban Di ersified districts, general ad ertising signs are permitted.
	Directional Signs	Directional signs for patrons arri ing by watercraft may be allowed, pro ided they are consistent with M Statutes, section 86B.115, and are only used to con ey necessary information. Signs may be located in the S Z, and must con ey only the location and name of the establishment and the general types of goods and ser ices a ailable, Signs must be _10 ft in height, and _32 sq ft in area. Lighting must be shielded to pre ent illumination out across the ri er and to the sky.		

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Uses	Standard Type	Preliminary Draft Standards	Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	Interim Development Regulations (IDR) *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs have used portions of the IDRs in their current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.)*
Aggregate Mining & Extraction	**Permits Required**	f allowed by the LG , aggregate mining and extraction require a C P or P. A stormwater permit from the Pollution Control Agency is also required according to Chapter 7090.	C.5. Local units of go ernment shall de elop plans and regulations for industrial and commercial de elopments in the Ri er Corridor in accordance with the following guidelines d. The impact of potential mining and extraction sites or other incompatible uses shall be minimized. e. Land reclamation and reforestation of the mining site shall be regulated.	**C. Permitted uses.** 6. Mining and Extraction. a. n Rural pen Space, rban De eloped, and rban Di ersified districts i. new mining and extraction may be permitted and shall be subject to the dimensional standards and criteria in section F Dimensional Standards Criteria ii. new and, where practicable, existing extraction uses shall be appropriately screened from iew of the ri er by establishing and maintaining natural screening de ices iii. the unscreened boundaries of mining and extraction areas shall be limited to only the loading area i . existing and future extracti e uses shall be required to submit land reclamation and reforestation plans compatible with these nterim De elopment Regulations, and . only one barge loading area which shall be limited to the minimum size practicable shall be permitted for each mining or extraction operation. b. n rban pen Space districts, new mining and extraction operation shall not be permitted.
	Setbacks & Dimensional Standards	ew mining and extraction are prohibited within the **SIZ**, **SPZ**, **& BIZ** and within 40 of the top of a bluff. Processing machinery must be located consistent with setback standards for structures from the W L and from bluffs as pro ided in **Sheet 1 – Dimensional Standards.** SPZ does not include slopes created through mining exca ation or fill.		
	Barge Loading Area	nly one barge loading area, which shall be limited to the minimum size practicable, shall be permitted for each mining or extraction operation see standards for **shoreline facilities** on next page .		
	Screening	ew and, where practicable, existing mining and extraction operations shall be appropriately screened from iew of the ri er by establishing and maintaining natural screening de ices. The unscreened boundaries of mining and extraction areas shall be limited to only the loading area.		
	Site Management Plan	A site management plan must be de eloped by the operator and appro ed by the LG before mining and extraction commence. The operator must follow the site plan o er the course of operation of the site. The plan must describe how the pit will be de eloped o er time with an emphasis on minimizing en ironmental risks to public waters and explain where staged reclamation may occur at certain points during the life of the pit. The plan must address dust, noise, storm water management, possible pollutant discharges, days and hours of operation, duration of operation, any anticipated egetation and topographic alterations outside the pit, and reclamation plans consistent with the stated end use for the land.		
	Reclamation	Existing and future mining and extraction operations shall be required to submit land reclamation and re egetation plans compatible with the purposes of these rules.		

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Use	Standard Type	Preliminary Draft Standards	Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	Interim Development Regulations (IDR) *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs have used portions of the IDRs in their current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.)*
River-Dependent Commercial & Industrial Uses, Water Supply, Wastewater Treatment, Stormwater Facilities, Hydropower *(Continued on next page…)*	**Structure Setbacks & Screening**	All parking areas and structures. except **shoreline facilities**, must meet the dimensional and performance standards in these rules, and be designed to incorporate topographic and egetati e screening of parking areas and structures.	C.4. Local units of go ernment shall de elop plans and pro ide guidance to ensure that the surface uses of the ri er is compatible with the characteristics and use of the districts in accordance with the following guidelines a. The present 9 na igation channel shall be maintained. b. Pro ision shall be made for the use of the ri er for water transportation which is consistent with adopted state and regional policies and regulations and applicable federal laws and to minimize any ad erse effects associated with such facilities. c. Local plans shall identify areas physically suitable for barge slips and barge fleeting, based on such considerations as safety, maneu erability, operational con enience, amount of construction and/or exca ation required, and en ironmental impacts and d. Local plans shall specify which of those areas found physically suitable may be used for barge slips and barge fleeting areas in the future. Preference should be gi en to those areas where new barge slips and associated facilities can be clustered, where required metropolitan ser ices are already a ailable, and where use of the ri erfront for barge slips and fleeting areas, and access to them, is compatible with adjacent land use and public facilities. e. Local plans shall identify, whene er practicable, locations where ri er dredge spoil can be utilized consistent with natural geological appearances or processes and adjacent land uses. f. Where there is potential conflict of surface use, state and local go ernments shall enact appropriate water surface use regulation. g. The Minnesota Energy Agency shall be responsible for recommending to the E C a strategy for the de elopment of a coal transportation plan for the metropolitan area. C.5. Local units of go ernment shall de elop plans and regulations for industrial and commercial de elopments in the Ri er Corridor in accordance with the following guidelines a. Areas for new or expanded industrial and commercial de elopments, where urban ser ices are a ailable, and the premature expansion or upgrading of the Metropolitan systems will not be required, shall be identified. b. The existing industrial waste discharge points, sanitary, and storm water discharge points shall be identified. c. Local plans should gi e consideration to pro iding for future industrial and commercial uses that require water access including, but not limited to such uses as, transportation, water supply waste discharge. This does not preclude the locating of non-water related uses within the Corridor. *(Continued on next page…)*	**C. Permitted uses.** 4. Commercial and ndustrial ses a. n rural open space districts and urban de eloped districts, the de elopment of new and expansion of existing industrial and commercial uses and de elopment shall be permitted if 1 it does not require expansion or upgrading of Metropolitan Systems prior to the schedule set forth in adopted Metropolitan Plans 2 it meets the dimensional standards and criteria in section F 3 it will not encroach upon future local or regional parks and recreation open space identified in the Metropolitan Council s de elopment guide/policy plan for recreation open space or in the local plans and programs. b. n urban open space districts, the de elopment of new and expansion of existing commercial and industrial uses and de elopment shall be permitted on lands which are on the landward side of all blufflines, if it meets the dimensional standards and criteria in section F. c. n urban di ersified districts, new and expansion of existing industrial and commercial de elopments shall be allowed, if it meets the dimensional standards and criteria in section F. d. n Rosemount and n er Gro e eights urban di ersified district, new and expansion of existing industrial and commercial de elopment shall be permitted, if it does not require premature expansion of Metropolitan public ser ices. **D. Permitted public facilities.** 5. Barge Facilities a. n Rural pen Space and rban De eloped districts, the following standards shall apply 1 the expansion of existing barge slips shall be permitted 2 no new barge slips shall be permitted until the local ri erfront plans and regulations ha e been re iewed by the Metropolitan Council and appro ed by the Council according to the procedures in M Regs. ME C 55 c . b. n rban pen Space districts, the following standards shall apply 1 no new barge slips shall be permitted 2 no barge fleeting areas shall be permitted until the local ri erfront plans and regulations ha e been re iewed by the Metropolitan Council and appro ed by the Council according to the procedures in M Regs. ME C 55 c . c. n rban Di ersified districts, all barge facilities are permitted. **F. Dimensional standards and criteria.** 7. Line of Sight n Rural pen Space, rban De eloped, and rban pen Space districts, the de elopment of new and expansion of existing industrial and commercial uses and de elopment shall be permitted, if it cannot be seen from the WM on the opposite side of the ri er. Water-related commercial and industrial uses shall not be subject to this requirement.
	Shoreline Facilities	**Shoreline facilities** must comply with Chapter 6115 and • be designed in a compact fashion so as to minimize the shoreline area affected • must minimize the surface area occupied in relation to the number of watercraft or barges to be ser ed. All other applicable federal, state, and local regulations and permit requirements must be met. Dredged material placement shall be subject to existing federal state permit requirements and agreements.		

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Use	Standard Type	Preliminary Draft Standards	Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	Interim Development Regulations (IDR) *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs have used portions of the IDRs in their current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.)*
River-Dependent Commercial & Industrial Uses, Water Supply, Wastewater Treatment, Stormwater Facilities, Hydropower	**Water Supply, Wastewater Treatment, Stormwater Facilities, Hydropower**	*See standards for structure setbacks and screening, and shoreline facilities on previous page.*	*See standards and guidelines on previous page.* C.10. LG s and regional and state agencies shall prepare plans and regulations in accordance with the natural characteristics and the character of existing de elopment in the Ri er Corridor in accordance with the following guidelines b. The City of St. Paul shall prepare plans and regulations to balance open space use and industrial and commercial de elopments in the Pig s Eye Lake area.	**D. Permitted public facilities.** 2. Sewage treatment plants sewage outfalls, water intake facilities a. n Rural pen Space, rban De eloped, and rban Di ersified districts, the pro ision of sewage treatment plants, sewage outfalls and water intake facilities 1 where er practicable, shall conform with the dimensional standards and criteria in section F 2 shall dedicate the unused ri er frontage after construction, for public access or recreation open space use 3 shall not include new combined storm and sanitary sewer outfalls. b. n rban pen Space district 1 no new sewage treatment plans shall be permitted in this district. owe er, the Metropolitan Waste Control Commission may expand the Metropolitan Wastewater Treatment Plant at the Pig s Eye Lake area, if the expansion plans are appro ed by the Metropolitan Council and they are consistent with the City of St. Paul s ri erfront plan appro ed by the Council under section D of the standards and guidelines for preparing plans and regulations 2 no new water intake facilities shall be permitted 3 no new combined storm water and sanitary outfalls shall be permitted.

Preliminary Draft Definitions – Revised November 5, 2010

Slope Preservation Zone (SPZ) = land on and within 20 of ery steep slopes. *(Includes the BIZ; for definition of very steep slopes, see **Sheet 2**.)*

Bluff Impact Zone (BIZ) land on and within 20 feet of a bluff. *(For definition of bluff, see **Sheet 2**.)*

Shore Impact Zone (SIZ) = land located between the WL of a public water and a line parallel to it at a setback of 50 of the structure setback. *(MN Rules, Chapter 6120)*

River-Dependent Commercial & Industrial Use = the use of land for commercial or industrial purposes, where access to and use of a surface water feature is an integral part of the normal conductance of business, including but not limited to barge facilities and marinas.

Shoreline Facilities = facilities that require a location adjoining the water, for ingress egress, loading unloading, and public water input output, including but not limited to barge facilities, commodity loading and unloading equipment, watercraft lifts, marinas and short-term watercraft mooring for patrons . Structures that would be enhanced by a shoreline location, but do not require a location adjoining the water, are not shoreline facilities e.g., restaurants, bait shops boat dealerships .

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Facilities – Comparison of Preliminary Draft & Current MRCCA Standards

Notes:

- *The preliminary draft standards presented at the work group meeting on August 12, 2010 have been revised based on input from work group members, LGUs, other agencies, and the public.*
- *For proposed district boundaries, refer to the proposed MRCCA district maps for your area. For current district boundaries, refer to the **EO 79-19 District Map**. All maps are available on the MRCCA rulemaking project website.*

Sheet 5b: Facilities – Revised November 5, 2010

	Standard Type	Preliminary Draft Standards	Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	Interim Development Regulations (IDR) *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs have used portions of the IDRs in their current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.)*
Private Roads, Driveways & Parking Areas	**General Design**	ew or realigned pri ate roads, dri eways, and parking areas must be designed to take ad antage of natural egetation and topography to achie e maximum screening from iew from the ri er or the WL of the opposite shore. They must be designed and constructed per the applicable standards in **Sheet 3 – Water Quality**.	C.2. Each LG and state agency shall prepare plans and regulations to protect and preser e the aesthetic qualities of the ri er corridor, which pro ide for the following considerations a. **Site Plans.** Site plans shall meet the following guidelines 1 ew de elopment and expansion shall be permitted only after the appro al of site plans which adequately assess and minimize ad erse effects and maximize beneficial effects. 2 Site plans shall be required for all de elopments for which a de elopment permit is required, except for the modification of an existing single-family residential structure or the construction of one single-family residence. 3 Site plans shall include, but not be limited to, the submission of an adequate and detailed description of the project, including acti ities undertaken to ensure consistency with the objecti es of the Designation rder maps which specify soil types, topography, and the expected physical changes in the site as the result of the de elopment the measures which address ad erse en ironmental effects. 4 Site plans shall include standards to ensure that structure, road, screening, landscaping, construction placement, maintenance, and storm water runoff are compatible with the character and use of the ri er corridor in that district. 5 Site plans shall pro ide opportunities for open space establishment and for public iewing of the ri er corridor whene er applicable, and shall contain specific conditions with regard to buffering, landscaping, and re- egetation. b. **Structures.** Structure site and location shall be regulated to ensure that ri erbanks, bluffs and scenic o erlooks remain in their natural state, and to minimize interference with iews of and from the ri er, except for specific uses requiring ri er access. d. **Access Routes.** Commercial and industrial de elopments adjacent to roadways shall be required to pro ide off-street parking, ser ice roads and limited controlled access points to highways. Except in cases of extreme hardship, highway access for any de elopment within 250 of a bridge or bridge ramp shall be prohibited.	**F. Dimensional standards and criteria.** 7. Line of Sight n Rural pen Space, rban De eloped, and rban pen Space districts, the de elopment of new and expansion of existing industrial and commercial uses and de elopment shall be permitted, if it cannot be seen from the WM on the opposite side of the ri er. Water-related commercial and industrial uses shall not be subject to this requirement.
	Placement	ew or realigned pri ate roads, dri eways, and parking areas will meet structure setbacks and must not be placed within the **BIZ**, **SIZ**, or **SPZ**.		
	Private Water Access	A pri ate watercraft access ramp may be allowed as pro ided under Minnesota Rules, chapters 6115 and 6280 promulgated under M Statutes, chapter 103G . An access path may be allowed, subject to the following standards • the path must meet or exceed all BMPs and imper ious surface standards in **Sheet 3 – Water Quality** • within the **SIZ**, the width must not exceed 8 and • within the **BIZ** or **SPZ**, the width must not exceed 4 .		

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	Standard Type	Preliminary Draft Standards	Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	Interim Development Regulations (IDR) *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs have used portions of the IDRs in their current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.)*
Public Transportation Facilities ***(Continued on next page…)***	**Screening**	When reasonable and consistent with the purpose of the facility, new or realigned public roads, rail lines, trails, and other transportation facilities shall be designed and constructed so they are not readily isible from the ri er and the WL of the opposite shore.	*See C.2.a., b., and d. listed on the first page of this handout.* C.7. LG s and state agencies shall de elop plans and regulations for transportation and public utilities de elopments in accordance with the following guidelines a. Existing and potential utility and transportation facility crossings shall be identified and ri er crossings shall be minimized and concentrated at existing crossings where possible. b. The Corridor shall not be used merely as a con enient right-of-way and new or modified transportation and utility facilities shall complement the planned land and water uses and shall not stimulate incompatible de elopment. c. n planning and designing the construction or reconstruction of all public transportation facilities which occur within the ri er corridor, consideration shall be gi en to the pro ision of scenic o erlooks for motorists, safe pedestrian crossings and facilities along the Ri er Corridor, access to the ri erfront in public ownership and reasonable use of the land between the ri er and the transportation facility. C.8. LG s and regional and state agencies shall de elop capital impro ement programs which are consistent with the following guidelines a. A fi e year capital impro ement program or public facilities program shall be de eloped which co ers all public projects to be sited in the corridor. b. The capital impro ement program or public facilities program shall specify the sequence of actions to be undertaken by each public agency and shall be consistent with the standards and guidelines in Section B and C.	**D. Permitted public facilities.** 4. Transportation facilities The construction or reconstruction of all transportation facilities shall be permitted in all the districts, subject to the following standards and criteria a. The following guidelines shall be applied whene er practicable in selecting routes for transportation facilities 1 careful consideration should be gi en to the pro ision of scenic o erlooks for motorists, safe pedestrian crossing and safe pedestrian pathways along the ri er 2 if possible, pro ide access to the ri erfront in public ownership, and allow reasonable public use of the land between the ri er and the transportation facility 3 steep slopes shall be a oided 4 scenic intrusion into stream, alley and open exposures of water shall be a oided 5 scenic intrusion into areas such as ridge crests and high points shall be a oided 6 wetlands shall be a oided 7 run along fringes of forests rather than through them. But if it is necessary to route through forests, then utilize open areas in order to minimize destruction of commercial forest 8 soils whose high susceptibility to erosion would create sedimentation and pollution problems during after construction shall be a oided 9 areas of unstable soils which would be subject to extensi e slippage shall be a oided 10 areas with high water tables, especially if construction requires exca ation, shall be a oided 11 locate new roads to a oid cuts and fills so as to blend into the natural terrain so it appears to be a part of the natural landscape 12 open space recreation areas shall be a oided. b. Transportation facilities shall be subject to the dimensional standards and criteria in section F, except at crossing points. c. The following guidelines shall be applied when practicable in constructing transportation facilities 1 reconstruction of an existing public road or railroad should be performed in a manner that would minimize any ad erse effect on the natural beauty and en ironment of the ri er 2 effecti e erosion and sedimentation control programs shall be conducted during all clearing, construction or reconstruction operations in order to pre ent the degradation of the ri er and its adjacent lands *(Continued on next page…)*
	Erosion & Stormwater Control	ew or realigned facility design and construction methods must meet the land alteration and stormwater management standards in **Sheet 3 – Water Quality**, and MnD T Standard Specifications for Construction.		
	Crossings	Crossings of public waters or land controlled by the commissioner are subject to appro al by the Commissioner pursuant to MS 84.415 or 103G.245. The commissioner shall gi e primary consideration to crossings that are proposed to be located within or adjoining existing right-of-ways for public facilities, such as railroads, roadways, bridges, and existing transmission ser ices.		
	Placement	ew or realigned public roads, and non-shoreline facilities including parking and other imper ious areas must meet structural setbacks and must not be placed within **BIZ**, **SIZ**, or **SPZ** when reasonable and prudent placement alternati es exist, consistent with the purpose of the facility.		

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	Standard Type	Preliminary Draft Standards	Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	**Interim Development Regulations (IDR)** *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs have used portions of the IDRs in their current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.)*
Public Transportation Facilities	**Scenic Overlooks & Access from Roads**	n planning and designing the construction or reconstruction of public transportation facilities within the MRCCA, consideration shall be gi en to the pro ision of scenic o erlooks for motorists, safe pedestrian crossings and facilities along the ri er corridor, access to the ri erfront in public ownership, and reasonable use of the land between the ri er and the transportation facility. These facilities must be designed to minimize isual impact from the ri er and WL of the opposite shore. Where public transportation facilities intersect or abut two or more districts, the least restricti e standards shall apply.	*See previous page.*	3 construction across wetlands shall take place in a manner which minimizes damage to egetation, and in a manner pre enting erosion and sedimentation 4 construct at times when local fish and wildlife are not spawning or nesting. d. Safety considerations De elopers must adhere to applicable Federal and State safety regulations with regard to new road construction or reconstruction of an existing road.
Public Recreational Facilities	**Screening**	When reasonable and consistent with the purpose of the facility, new or reconstructed public trails and recreational facilities must be designed and constructed so they are not readily isible from the ri er and the WL of the opposite shore.	*See C.2.a., b., and d. listed on the first page of this handout.* C. 6. LG s and regional and state agencies shall de elop plans and regulations to maximize the creation and maintenance of open space and recreational potential of the Corridor in accordance with the following guidelines a. Existing and potential sites for the following uses shall be identified and in entoried. 1 eighborhood, municipal, county and regional parks 2 Scenic o erlooks, scenic iews, and public obser ation platforms 3 Protected open space areas, including islands, gorges, wildlife preser ation areas, and natural areas 4 Beaches and unde eloped ri er frontage on backwaters, which are suitable for recreation purposes 5 Commercial marinas and boat launching facilities 6 Public access points to the ri er 7 istoric sites and districts. b. The Metropolitan Council shall prepare a general trailway plan for the entire length of the Ri er Corridor which links regional parks. c. Local units of go ernment shall identify the potential location of trails within their jurisdictions, including related problems and proposed solutions. d. Plans and programs to acquire sites for public access to the ri er and to protect open space areas shall be de eloped. e. Programs to acquire and manage unde eloped islands in their natural state and to encourage the restoration of other islands for recreation open space uses shall be adopted.	**C. Permitted uses.** 7. Recreational uses a. n all districts, recreational uses and structures and accessory uses or appurtenances shall be permitted and shall be subject to the Dimensional standards and criteria in section F. Water-related commercial recreation uses shall not be subject to the dimensional standards and criteria in section F. b. Within rban pen Space Districts, recreation uses on islands and lands between the ri er and blufflines shall be only for public recreation uses, historic preser ation, and wildlife preser es.
	Placement	Structures, and imper ious areas, except shoreline facilities, must meet structural setbacks and must not be placed within **BIZ**, **SIZ**, or **SPZ** when reasonable and prudent placement alternati es exist, consistent with the purpose of the facility.		
	Public Water Access	Public water access ramps may be allowed as pro ided under M Rules, Chapters 6115 and 6280 promulgated under M Statutes, Chapter 103G , Public water access parking areas and approach roads must not be placed within the **BIZ**, **SIZ** or **SPZ** when other reasonable and prudent placement alternati es exist if placed within the B Z, S Z, SPZ, mitigation shall be required. All public water access facilities must be designed and constructed consistent with the standards in the Design andbook for Recreational Boating and Fishing Facilities S BA, 2006 , and must meet the BMPs and imper ious standards in **Sheet 3 – Water Quality**.		
	Trails & Vistas	Trails pro iding access to or istas of the water may be placed within the **BIZ**, **SIZ** or **SPZ** if design, construction, and maintenance methods are consistent with the BMPs in Trail Planning, Design, and De elopment Guidelines D R, 2007 . Trails and istas must also meet the BMPs and imper ious standards in **Sheet 3 –Water Quality**, and be designed to minimize isual impact from the ri er and WL of the opposite shore, and fragmentation of significant existing egetati e stands, tree canopies, and nati e plant communities per 116G.15 Subd. 4 b , woodlands and habitat.		

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Public Transportation & Utilities	**Right of Way**	Right-of-way maintenance 1 f possible, egetation n a natural state, that does not pose a hazard to or restrict reasonable use of the utility, shall be allowed to grow in the right-of-way 2 Where egetation has been remo ed, new egetation consisting of nati e grasses, herbs, shrubs, and low growing trees, shall be planted and maintained on the right-of-way 3 Chemical control of egetation should be a oided when practicable, but where such methods are necessary, chemicals used and the manner of their use must be in accordance with rules, regulations, and other requirements of all state and federal agencies with authority o er the use.	*No standards or guidelines in EO 79-19.*	**D. Permitted public facilities.** 1.h. and 4.e. Right-of-way maintenance (1 f possible, natural egetation of alue to fish or wildlife, which does not pose a hazard to or restrict reasonable use of the utility, shall be allowed to grow in the right-of-way 2 Where egetation has been remo ed, new egetation consisting of nati e grasses, herbs, shrubs, and low growing trees, shall be planted and maintained on the right-of-way 3 Chemical control of egetation should be a oided when practicable, but where such methods are necessary, chemicals used and the manner of their use must be in accordance with rules, regulations, and other requirements of all state federal agencies with authority o er the use.
Public Utilities *(Continued on next page…)*	**Permitting**	igh oltage transmission lines, wind energy con ersion systems ≥ 5mW, and pipelines shall be regulated pursuant to MS Chapter 216E, 216F and 216G, respecti ely.	*See C.2.a., b., and d. listed on the first page of this handout.* C.7. LG s and state agencies shall de elop plans and regulations for transportation and public utilities de elopments in accordance with the following guidelines a. Existing and potential utility and transportation facility crossings shall be identified and ri er crossings shall be minimized and concentrated at existing crossings where possible. b. The Corridor shall not be used merely as a con enient right-of-way and new or modified transportation and utility facilities shall complement the planned land and water uses and shall not stimulate incompatible de elopment. c. n planning and designing the construction or reconstruction of all public transportation facilities which occur within the ri er corridor, consideration shall be gi en to the pro ision of scenic o erlooks for motorists, safe pedestrian crossings and facilities along the Ri er Corridor, access to the ri erfront in public ownership and reasonable use of the land between the ri er and the transportation facility. C.8. LG s and regional and state agencies shall de elop capital impro ement programs which are consistent with the following guidelines a. A fi e year capital impro ement program or public facilities program shall be de eloped which co ers all public projects to be sited in the corridor. b. The capital impro ement program or public facilities program shall specify the sequence of actions to be undertaken by each public agency and shall be consistent with the standards and guidelines in Section B and C.	**D. Permitted public facilities.** 1. Transmission Ser ices n all the districts, the construction of new and reconstruction of existing transmission ser ices shall meet the following standards. a. The Department of atural Resources D R in re iewing permit applications for all transmission ser ice crossings on the Mississippi Ri er, Minnesota Ri er, or of State lands requiring a permit from the D R pursuant to Minn. Stat. 84.415 or 105.42 shall gi e primary consideration to crossings that are proposed to be located within or adjacent to existing right-of-ways for public facilities, such as railroads, roadways, bridges, and existing transmission ser ices. b. Transmission ser ices of under 200 kilo olts, which cross lands within the Ri er corridor shall require a special use permit from the local unit of go ernment. Local units of go ernment shall apply the standards set forth in sections D.l.c. through h when processing applications for a special use permit. c. When routing transmission ser ices of under 200 kilo olts, the following shall be a oided where practicable 1 steep slopes 2 scenic intrusions into streams, alleys, and open exposures of water 3 scenic intrusions into areas such as ridge crests and high points 4 creating tunnel istas such as building deflections into the route 5 wetlands 6 forests by running along fringe rather than through them. f necessary to route through forests, utilize open areas in order to minimize cutting 7 soils susceptible to erosion, which would create sedimentation and pollution problems 8 areas of unstable soils which would be subject to extensi e slippages 9 areas with high water tables, especially if construction requires exca ation l0 open space recreation areas. *(Continued on next page…)*

	Standard Type	Preliminary Draft Standards	Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	Interim Development Regulations (IDR) *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs have used portions of the IDRs in their current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.)*
Public Utilities	**Routing - Areas to Avoid**	A oidance areas for utilities or transmission ser ices include • B Z, SPZ, and steep slopes • scenic intrusions into ri er alleys, and open expanses of water • scenic intrusions into areas such as ridge crests and high points • wetlands • naturally egetated forested areas • soils susceptible to erosion • areas of unstable soils and • open space recreation areas.	*See previous page.*	d. Transmission ser ices shall be subject to the dimensional standards and criteria in section F, except at crossing points. e. Structure design of transmission ser ices. With regard to locating the utility, o erhead or underground 1 primary considerations shall be gi en to underground placement to minimize isual impact. When considering o erhead placement, proposers shall explain the economic, technological or land characteristic factors which make underground placement infeasible. Economic considerations alone shall not justify o erhead placement. 2 if o erhead placement is necessary, the crossing should be hidden from iew as much as practicable 3 with regard to the appearance of the structures, they shall be made as compatible as practicable with the natural area with regard to height and width, materials used, and color 4 with regard to the width of the right-of-way, the cleared portion of the right-of-way should be kept to a minimum. f. n the construction of transmission ser ices, the following guidelines shall be applied whene er practicable 1 construction in wetlands shall minimize damage to egetation, pre ent erosion and sedimentation 2 construction shall be undertaken at times when local fish and wildlife are not spawning or nesting 3 effecti e erosion and sedimentation control programs shall be conducted during all clearing, construction, or reconstruction operations in order to pre ent the degradation of the ri er and adjacent lands. g. Safety considerations De elopers must adhere to applicable Federal and State safety regulations, both with regard to pre ention such as safety al es and circuit breakers and with regard to emergency procedures in the e ent of failure fire suppression, oil spill clean-up . 3. Essential ser ices and public safety facilities Essential ser ices and public safety facilities are permitted in all the districts. They are subject to D l Regulation.
	Structure Design	With regard to locating the utility, o erhead or underground 1 primary consideration will be gi en to minimizing isual impact 2 if o erhead placement is necessary, the crossing should be hidden from iew as much as practicable 3 the appearance of the structures, will be as compatible as practicable with the natural area with regard to height and width, materials used, and color and 4 regarding width of the right-of-way, the cleared portion of the right-of-way should be minimized.		
	Construct-ion Guidelines	n the construction of utilities, the following guidelines shall be applied whene er practicable construction in wetlands will minimize damage to egetation, pre ent erosion and sedimentation 2 construction will be undertaken when local fish and wildlife are not spawning or nesting 3 erosion and sedimentation control will comply with the standards in **Sheet 3 – Water Quality.**		
	Crossings	Crossings of public waters or land controlled by the D R are subject to appro al by the Commissioner pursuant to MS 84.415 or 103G.245. The Commissioner shall gi e primary consideration to crossings that are proposed to be located within or adjoining existing R Ws for public facilities, such as railroads, roadways, bridges, and existing transmission ser ices.		

Preliminary Draft Definitions

Bluff Impact Zone (BIZ) = land on and within 20 of a bluff. *(For definition of bluff, see **Sheet 2**)*

Slope Preservation Zone (SPZ) = land on and within 20 of ery steep slopes. *(Includes the BIZ; for definition of very steep slopes, see **Sheet 2**)*

Shore Impact Zone (SIZ) = land located between the WL of a public water and a line parallel to it at a setback of 50 of the structure setback. *(MN Rules, Chapter 6120)*

Subdivisions and Planned Unit Developments - Comparison of Preliminary Draft & Current MRCCA Standards

Notes:

- *The preliminary draft standards presented at the work group meeting on August 12, 2010 have been revised based on input from work group members, LGUs, other agencies, and the public.*
- *For proposed district boundaries, refer to the proposed MRCCA district maps for your area. For current district boundaries, refer to the **EO 79-19 District Map**. All maps are available on the MRCCA rulemaking project website.*

Sheet 6: Subdivisions and Planned Unit Developments – Revised November 5, 2010

	Standard Type	Preliminary Draft Standards	Executive Order 79-19 Current Standards & Guidelines *(Currently in effect; all local plans and ordinances must be consistent with these standards and guidelines.)*	Interim Development Regulations (IDR) *(EO 79-19 provided the IDRs as **temporary standards** until local MRCCA ordinances were approved by the EQB. Hastings, Brooklyn Center, and a small area in Hennepin County are still subject to the IDRs because they do not have approved MRCCA ordinances. The DNR used some of the IDRs in drafting new MRCCA rules, and some LGUs have used portions of the IDRs in their current ordinances. The IDRs are provided here for reference. Local ordinances, which vary widely, will contain the current effective standards in any given community.)*
Subdivisions & PUDs	**General Provisions**	Subdi isions and P Ds must be processed by LG s according to Minnesota Statutes, chapters 394, 462, 505, and 515B.	C.2. Each LG and state agency shall prepare plans and regulations to protect and preser e the aesthetic qualities of the ri er corridor, which pro ide for the following considerations a. **Site Plans.** Site plans shall be required to meet the following guidelines 1 ew de elopment and expansion shall be permitted only after the appro al of site plans which adequately assess and minimize ad erse effects and maximize beneficial effects. 2 Site plans shall be required for all de elopments for which a de elopment permit is required, except for the modification of an existing single-family residential structure or the construction of one single-family residence. 3 Site plans shall include, but not be limited to, the submission of an adequate and detailed description of the project, including acti ities undertaken to ensure consistency with the objecti es of the Designation rder maps which specify soil types, topography, and the expected physical changes in the site as the result of the de elopment the measures which address ad erse en ironmental effects. 4 Site plans shall include standards to ensure that structure, road, screening, landscaping, construction placement, maintenance, and storm water runoff are compatible with the character and use of the ri er corridor in that district. 5 Site plans shall pro ide opportunities for open space establishment and for public iewing of the ri er corridor whene er applicable, and shall contain specific conditions with regard to buffering, landscaping, and re- egetation. c. **Clustering**. The clustering of structures and the use of designs which will reduce public facility costs and impro e scenic quality shall be encouraged. The location of clustered high-rise structures may be proposed where public ser ices are a ailable and adequate and compatible with adjacent land uses.	**F. Dimensional standards and criteria** 1. bjecti es The objecti es of dimensional standards and criteria are to maintain the aesthetic integrity and natural en ironment of certain districts, to reduce the effects of poorly planned shoreline and bluffline de elopment, to pro ide sufficient setback for sanitary facilities, to pre ent pollution of surface and groundwater, to minimize flood damage, to pre ent soil erosion, and to implement metropolitan plans, guides and standards. 3. 3. Lot size. a. n the rural open space and urban de eloped districts, the following minimum lot sizes shall be required 1 in unsewered areas, the minimum lot size shall be fi e acres per single family unit 2 in sewered areas, the minimum lot size shall be consistent with the local zoning ordinance. b. n the urban open space and urban di ersified districts, the minimum lot size shall be consistent with the local zoning ordinance.
	Site Plan & Pre-Project Review	LG s shall require detailed site information and pre-project re iew for all proposed subdi isions and P Ds. Site plans shall identify and address the protection of features and resources identified in Minnesota Statutes, 116G.15, Subd. 4 b .		
	Lot & Density Standards	Density and lot size will be go erned by underlying zoning, except in District CA-2 *(see **Sheet 1 – Dimensional Standards**).*		
	Other Design Standards	Local ordinances must contain pro isions for conser ation design for subdi isions and P Ds to pro ide a means of protecting open space and the features and resources identified in Minnesota Statutes, 116G.15, Subd. 4 b .		

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	Standard Type	Preliminary Draft Standards	Executive Order 79-19 Current Standards & Guidelines	Interim Development Regulations (IDR)
Open Space	**General Provisions**	pen space protection will be required for all subdi isions creating _ 3 lots and P Ds, except 1 minor boundary line corrections 2 resolutions of encroachments 3 additions to existing lots of record and 4 essential ser ices.	C.6. Local units of go ernment and regional and state agencies shall de elop plans and regulations to maximize the creation and maintenance of open space and recreational potential of the Corridor in accordance with the following guidelines a. Existing and potential sites for the following uses shall be identified and in entoried. 1 eighborhood, municipal, county and regional parks 2 Scenic o erlooks, scenic iews, and public obser ation platforms 3 Protected open space areas, including islands, gorges, wildlife preser ation areas, and natural areas 4 Beaches and unde eloped ri er frontage on backwaters, which are suitable for recreation purposes 5 Commercial marinas and boat launching facilities 6 Public access points to the ri er 7 istoric sites and districts. b. The Metropolitan Council shall prepare a general trailway plan for the entire length of the Ri er Corridor which links regional parks. c. Local units of go ernment shall identify the potential location of trails within their jurisdictions, including related problems and proposed solutions. d. Plans and programs to acquire sites for public access to the ri er and to protect open space areas shall be de eloped. e. Programs to acquire and manage unde eloped islands in their natural state and to encourage the restoration of other islands for recreation open space uses shall be adopted.	*No standards in the IDR.*
	Protection Measures	pen space shall be protected through a perpetual **conservation easement** as pro ided in Minnesota Statutes, Chapter 84C, or fee title ownership by a go ernment entity for conser ation purposes. Local ordinances must contain pro isions for the administration and maintenance of open space.		
	Requirements	A percentage of the total project area must be protected as open space as specified below • District CA-1 A • District CA-2 minimum of 50 with smaller lot sizes and density bonuses pro ided for conser ation design and protection of additional open space • District CA-3 minimum 25 • Districts CA-4, CA-6, and CA-7 **primary conservation areas** up to 15 • District CA-5 underlying zoning transfer of de elopment density into CA-5 is encouraged n all districts where open space protection is required, **primary conservation areas** must be the highest priority for open space protection. n Districts CA-2 and CA-3, if the site plan determines that the **primary conservation areas** exceed the minimum percentage of open space required, then the LG shall determine which to include in the open space if the **primary conservation areas** do not meet the minimum percentage of open space required, the LG shall determine the remaining balance on the site.		
	Connectivity	pen space must connect neighboring or abutting open space, natural areas, and recreational lands as much as possible to form an interconnected, corridor-wide network of open space and natural areas.		
Dedication	**General Provisions**	n the de elopment of subdi isions creating _ 3 lots and P Ds, a de eloper will be required to dedicate to the public reasonable portions of the project area. Pro iding public access to the ri er must be the highest priority for dedication. n the e ent of practical difficulties or physical impossibility, a de eloper will be required to contribute an equi alent amount of cash to be used only for the acquisition of land for parks, open space, storm water drainage areas or other public ser ices within the MRCCA. The area dedicated may include areas protected as open space as pro ided abo e.	C.6.f**.** n the de elopment of residential, commercial and industrial subdi isions, and planned de elopment, a de eloper shall be required to dedicate to the public reasonable portions of appropriate ri erfront access land or other lands in interest therein. n the e ent of practical difficulties or physical impossibility, the de eloper shall be required to contribute an equi alent amount of cash to be used only for the acquisition of land for parks, open space, storm water drainage areas or other public ser ices within the Ri er Corridor.	

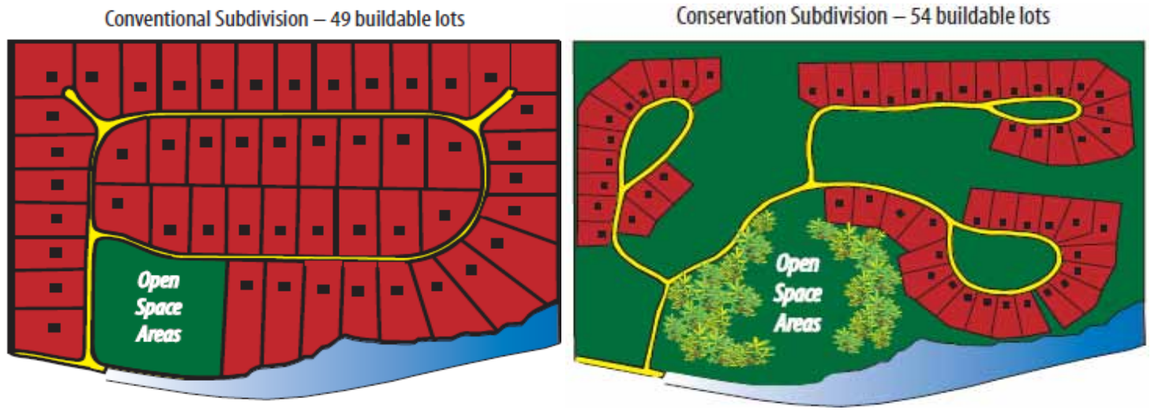
Preliminary Draft Definitions – Revised November 5, 2010

Conservation Easement = a nonpossessory interest of a holder in real property imposing limitations or affirmati e obligations the purposes of which include retaining or protecting natural, scenic, or open-space alues of real property, assuring its a ailability for agricultural, forest, recreational, or open-space use, protecting natural resources, maintaining or enhancing air or water quality, or preser ing the historical, architectural, archaeological, or cultural aspects of real property. *(MN Stats, Chapter 84C)*

Shore Impact Zone (SIZ) = land located between the WL and a line parallel at a setback of 50 of the required structure setback from the WL. *(MN Rules, Chapter 6120)*

Primary Conservation Areas = key resources and features, including the S Z, B Z, and SPZ floodplains, wetlands, gorges areas of confluence with key tributaries natural drainage routes unstable soils bedrock significant existing egetati e stands, tree canopies, and nati e plant communities scenic iews istas publicly owned parks, trails open spaces and cultural historic sites structures.

Subdivision the separation of an area, parcel, or tract of land under single ownership into two or more parcels, tracts, lots, or long-term leasehold interests where the creation of the leasehold interest necessitates the creation of streets, roads, or alleys, for residential, commercial, industrial, or other use or any combination thereof, except those separations 1 where all the resulting parcels, tracts, lots, or interests will be 20 acres or larger in size and 500 feet in width for residential uses and fi e acres or larger in size for commercial and industrial uses 2 creating cemetery lots 3 resulting from court orders, or the adjustment of a lot line by the relocation of a common boundary. *(MN Stats, Chapter 462)*



November 15, 2010

Minnesota Department of Natural Resources
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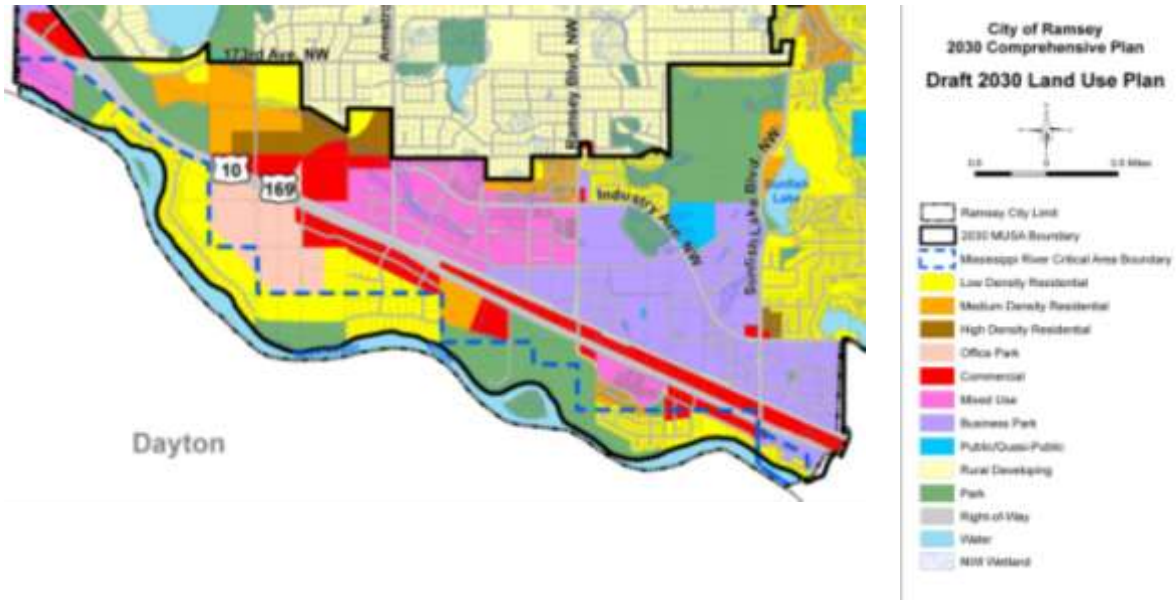
RE: MRCCA Rulemaking

Jeffrey:

The City of Ramsey has reviewed the most recent draft of the proposed MRCCA rules. The City of Ramsey appreciates the side-by-side comparison of existing standards and proposed standards. We thank you for your willingness to incorporate comments provided into the draft rules. We hope that we can continue to facilitate open conversation. We provide the following comments:

General/Land Use Districts:

We greatly appreciate the revisions to the land use districts to better match actual development patterns. We certainly are in support of the tiered land use district approach that focuses regulations on the areas of highest need. We continue to have concern regarding CA-2 designations remaining in certain areas. Our approved Comprehensive Plan and underlying zoning districts allow for minimum lot sizes of 10,800 square feet, which was used to determine future population, household, and employment forecasts. Changes in minimum lot size will result in reduced forecasts, which will require a revision to the City's System Statement, a discussion the City is not willing to start at this time.



Dimensional Standards:

The City of Ramsey does not have any major issues with Page 1 of the Dimensional Standards sheet. We somewhat object to the 200' structure setback from the OHW. The City HIGHLY objects to introducing structure setback for tributaries. The draft rules identify the Rum River as a tributary for the Mississippi River. The Rum River is already protected by Wild and Scenic regulations. We have noted concern with overlapping regulations on multiple occasions. This additional overlap is unacceptable. We find the building height definition generally acceptable, although it does not match the City's definition of building height. Building height restrictions shall allow for two-story residential dwelling structures.

Bluffs and Steep Slopes:

The City finds the Preliminary Bluff Map a helpful tool in determining where bluff setbacks apply. It appears that bluff setbacks are consistent with adjoining communities and the City finds this acceptable. However, again, the CA-2 standards are, in the opinion of the City of Ramsey, excessive as it relates to the remaining land use districts. Setback standards in the CA-2 district shall either be revised to a more acceptable standard, or remaining areas in Ramsey shall be revised to CA-3. The draft rules state that development may be allowed on steep slopes under certain conditions. Please clarify who determines those conditions as listed in the draft rules.

Water Quality:

The City has an approved comprehensive surface water management plan. We find this to be adequate measure for protection of water quality, and thus find that the intent of the MRCCA is met, and we should not be subject to additional review and performance standards.

Vegetation Management:

We do not object to certain vegetation management standards. We object to the size of the SIZ in the CA-2. Certain vegetative removal should be allowed to enhance the enjoyment of this critical resource. We question the viability of requiring the City to implement an LGU program to encourage further protection. We do not have the resources to implement such a program at this time. If the DNR can provide the City with such resources, we will assist as best as possible in distribution of such materials. We oppose requiring restoration at time of expansion of any non-conformity. The language appears vague in the statement 'mitigation will be proportionate to the impacts of the development'. We would like to explore certain incentive-based programs to encourage restoration at time of expansion, as opposed to firm requirements.

We certainly see the benefit of natural vegetative screening along the river, both from an aesthetic and functional standpoint. As you can see on the future land use map on page 1 of this letter, a large majority of any remaining riparian areas are guided for park/open space. We feel we should receive open-space credit for these areas we have already guided for the purposes of natural resource conservation and recreational opportunities.

Uses:

The City finds the Uses section generally acceptable, with the exception of screening standards of signs. We find this a difficult standard to enforce, as much of the screening will be subject to off-site vegetative screening outside of the control of the property owner.

Facilities:

A high priority goal for the City of Ramsey is access to the many miles of river that run along our border. We are extremely fortunate to be bordered by the Mississippi River as well as the Rum River. Our Parks Staff has been working diligently, along with the Anoka County Parks Staff, to develop public access so our residents, and residents of the region, can experience firsthand these important resources. We ask that the draft rules do not impede our ability to develop such access in the limited few areas we still have an opportunity to do so. Other high-priority projects for Ramsey include the development of the Mississippi West Regional Park and the Mississippi River Trail (MRT).

As it relates to right-of-way maintenance, it is imperative that we be able to enforce our ordinances related to long grass and vision clearance triangles. These are not only important from an aesthetic standpoint, but from a safety standpoint as well.

We also support Anoka County's response to the initial draft rules. We find it important to be able to develop regional parks, which will help permanently protect valuable open space along the corridor, and to continue to plan for desperately needed transportation improvements within the corridor. We find it difficult to support a standard that makes an important river crossing subject to approval of the Commissioner of the DNR. The update to the rules should acknowledge corridors that have already been identified and should not impede the ability of these crossing to occur. We would like to see additional clarification on what is determined as 'reasonable and consistent'.

Subdivisions and Planned Unit Developments:

The City is willing to explore the use of conservation subdivisions. However, we find the requirement for 50% dedicated public open space excessive compared to other districts. The City is unable to accept additional maintenance and monitoring obligations for these areas. The City would like to work with the DNR to develop Conservation Subdivision standards separate from our existing PUD standards that includes a lower dedication requirement that is focused on higher priority areas. As stated previously, we would like to explore credit for areas guided for parks/open space within our Comprehensive Plan.

As previously stated, the City understands the importance of this critical natural and cultural resource and it is an extremely important piece of our community. The City wishes to provide adequate protections that balance private property rights. Cities have come a long way in managing urban growth since the Executive Order was established. We continue to pride ourselves of our blend of urban and rural character and pride ourselves on a high quality of storm water management. We understand the need for consistency across jurisdictions, but want to ensure that the state rules are indeed the minimum standards necessary in order to protect the health, safety, and welfare of our region and the Mississippi River. The City of Ramsey feels that there is still a need for room for local units of government to manage their land use and zoning appropriately, as we are those that are most familiar with the local needs of the area.

In summary, a majority of our concerns are with areas guided as CA-2 and potential conflict with our approved Comprehensive Plan. In addition, we feel that this designation has too many standards that are much more restrictive than the remaining districts. If the intent truly is to have consistency across the corridor, then the CA-2 designation requires much revising.

Please feel free to contact Tim Gladhill, Associate Planner and MRCCA Working Group member with additional questions or clarification.

Sincerely,

CITY OF RAMSEY

Bob Ramsey Mayor	Kurt Ulrich City Administrator	Tim Gladhill Associate Planner/MRCCA Working Group Member

CC: NW Working Group Members
Susan Hoyt, Metropolitan Council Sector Representative
Mark Holsten, DNR Commissioner