

City of Ramsey
Agenda
Regular City Council
Tuesday March 22, 2011
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Presentation**
 1. Presentation of Certificate of Achievement in Financial Reporting
- 3. Citizen Input**
- 4. Approve Agenda**
- 5. Consent Agenda**
 1. Note the following commission and boards meeting minutes:

Planning Commission dated February 3, 2011
Environmental Policy Board dated February, 7, 2011
Economic Development Authority dated February 10, 2011
Economic Development Authority dated February 24, 2011
 2. Approval for Exemption for a Gambling License for the Knights of Columbus Council #14984 to Operate Bingo at the Church of St. Katharine Drexel
 3. Approval for Exemption for a Gambling License for the Isanti County Chapter of Minnesota Deer Hunters to Operate a Raffle at Game Fair
 4. Approve License Applications
 5. Approve City Council Meeting Minutes
 6. Approve Anoka County Connectivity Services Agreement for Broadband Services
 7. Billslist 3/22/2011
 8. Adopt Resolution 11-03-XXX Authorizing 1st Partial Payment to Dryden Excavating for IP 10-24 656W Drainage Outlet
 9. Adopt Resolution 11-03-XXX Authorizing Final Payment to New Look Contracting for IP 09-22 2009 Storm Sewer Projects
 10. Resolution #11-03-XXX Supporting Trail Grant Applications for Trails Along T.H. #47 and Co. Rd. #83

11. Request Capital Funds from QCTV and Approve the Purchase of Equipment and Applications Utilizing QCTV Funds
12. Consider no parking resolutions related to City project #11-21; intersection signalization of Armstrong and Bunker Lake Boulevards
13. Authorize Credit Card Contract with RevTrak
14. Authorization to Seek Proposals for Abatement Services
15. Authorization to Seek Proposals for City Towing Services
6. **Public Hearing**
7. **Council Business**
 1. Request Support for a County-Wide Integrated Public Safety Information System
 2. Consider a Resolution to Appoint a Member to the Economic Development Authority or to Continue the Current Recruitment.
 3. Request for Waiver of Paving Requirements to Allow a Class V Parking Surface at 8110 Highway 10 NW; Case of Chad Lundquist
 4. Introduce Ordinance to Amend Section 117-90 "Map" of Chapter 117 of the Ramsey City Code Related to the 2030 Comprehensive Plan; Case of the City of Ramsey
 5. Introduce Ordinance to Amend City Code Section 117-118 (Town Center) of the Ramsey City Code; Case of City of Ramsey
8. **Mayor/Council/Staff Input**
9. **Adjournment**

Date: 03/22/2011

Information

Title:

Presentation of Certificate of Achievement in Financial Reporting

Form Review

Inbox

Diana Lund

Form Started By: Diana Lund

Final Approval Date: 03/17/2011

Reviewed By

Diana Lund

Date

03/17/2011 01:41 PM

Started On: 03/14/2011 07:18 AM

CC Regular Session

Item #: 5. 1.

Date: 03/22/2011

By: JoAnn Shaw
Community Development

Information

Title:

Note the following commission and boards meeting minutes:

Planning Commission dated February 3, 2011
Environmental Policy Board dated February, 7, 2011
Economic Development Authority dated February 10, 2011
Economic Development Authority dated February 24, 2011

Background:

n/a

Funding Source:

n/a

Council Action:

Note commission and boards meeting minutes.

Attachments

Planning 2.3.2011

EBP 2.7.11

EDA 2.10.11

EDA 2.24.11

Form Review

Inbox

Kurt Ulrich

Form Started By: JoAnn Shaw

Final Approval Date: 03/16/2011

Reviewed By

Kurt Ulrich

Date

03/16/2011 11:29 AM

Started On: 03/15/2011 03:47 PM

**PLANNING COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Ramsey Planning Commission conducted a regular meeting on Thursday, February 3, 2011, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Commissioner Ralph Brauer
 Commissioner Bryan Rogers
 Commissioner Gary Van Scoy

Members Absent: Chairperson Gary Levine
 Commissioner Andrew Dunaway

Also Present: Associate Planner Tim Gladhill
 Economic Development/Marketing Manager Aaron Backman

CALL TO ORDER

Vice Chairperson Van Scoy called the regular meeting to order at 7:01 p.m.

CITIZEN INPUT

None

APPROVAL OF AGENDA

Motion by Commissioner Brauer, seconded by Commissioner Rogers, to approve the agenda as presented.

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

APPROVE PLANNING COMMISSION MINUTES

Motion by Commissioner Brauer, seconded by Commissioner Rogers to approve the following minutes with spelling correction on page two:

- 1) Planning Commission regular meeting minutes dated January 6, 2011.

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

NOTE CITY COUNCIL MINUTES

The following Council minutes were noted:

- 1) City Council regular meeting minutes dated December 14, 2010

PUBLIC HEARINGS/COMMISSION BUSINESS

Case #1: Public Hearing –Request for a Home Occupation Permit to Operate a Home Office for Carefree Home Services at 7830 149th Lane NW; Case of Michael Beach

Public Hearing

Vice Chairperson Van Scoy called the public hearing to order at 7:03 p.m.

Presentation

Associate Planner Gladhill presented the Staff Report.

Citizen Input

Commissioner Brauer stated he liked the questionnaire used in the home occupation application, it answers questions before meeting.

Associate Planner Gladhill stated that the questionnaire came about when amending the Home Occupation ordinance and it has helped streamline the process.

Michael Beach, 7830 149th Lane, the applicant, stated that people coming to the house for the pre-hire process would be at the house approximately two hours, employees dropping off paperwork, just a couple minutes.

Vice Chairperson Van Scoy questioned if the people that come by work at his home. Mr. Beach replied that there is one non-resident employee that works at his home.

Associate Planner Gladhill clarified that the number of employees is determined by the number of vehicle trips per day, an employee arriving and an employee leaving is figured into the traffic counts.

Vice Chairperson Van Scoy asked Mr. Beach what is the most activity he would expect in a day. Mr. Beach replied that on a really busy day it would be about five. Today there was no one and there is no chance that all the employees would be there at once. He continued that he has ample parking and at the most there would be four vehicles at any one time. He has instructed everyone to park in the driveway.

Mr. Beach stated that the nature of the business is home health care; the employees go to the client's home.

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

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

The public hearing closed at 7:11 p.m.

Commission Business

Discussion ensued regarding findings of fact #13.

Motion by Commissioner Brauer, seconded by Vice Chairperson Van Scoy, to recommend that the City Council adopt the resolution adopting findings of fact favorable to the applicant with findings of fact #13 to read "That the Home Occupation does employ one (1) full-time person that does not live in the dwelling unit on the Subject Property. Additional non-resident employees will arrive at the Subject Property for activities related to paperwork, but will not work at the Subject Property. All activities other than storing vehicles and equipment will occur off-site."

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

Motion by Commissioner Brauer, seconded by Commissioner Rogers to recommend that the City Council adopt the resolution approving the Home Occupation based on Findings of Fact.

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

Case #2: Staff Update

The Staff Update was noted.

Case #3: Zoning Bulletin

The Zoning Bulletin was noted.

OTHER COMMISSION BUSINESS

Associate Planner Gladhill presented the foreclosure report.

Vice Chairperson Van Scoy requested an update on the process for filling the positions on the commission.

Associate Planner Gladhill stated that by the April meeting there will be a full commission. The first review of interested parties will take place February 18th, following that at a city council work session the end of February they will review the applications and take formal action in March, the intent is to have commissioners appointed April 1st.

Vice Chairperson Van Scoy requested the process that is going to be utilized for renewing members be sent out again.

ADJOURNMENT

Motion by Commissioner Brauer, seconded by Commissioner Rogers, to adjourn the meeting.

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

The regular meeting of the Planning Commission adjourned at 7:30 p.m.

Respectfully submitted,

Tim Gladhill
Associate Planner

ATTEST:

JoAnn Shaw
Planning Division Secretary

Drafted by JoAnn Shaw

**ENVIRONMENTAL POLICY BOARD
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

On Monday, February 7, 2011, 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 Thomas Stodola (arrived 6:42pm)
 Board Member Bob Bentz
 Board Member John Freeburg
 Board Member John Enstrom
 Board Member Kathleen Riley-Daniels

Members Absent: Board Member Trent Hassett

Also Present: Environmental Coordinator Chris Anderson
 Councilmember Randy Backous

CALL TO ORDER

Chairperson Max called the meeting to order at 6:35 p.m.

CITIZEN INPUT

None.

APPROVAL OF AGENDA

Motion by Board Member Freeburg and seconded by Board Member Bentz to approve the agenda as submitted.

Board Member Enstrom stated that he cannot vote because he never received the agenda, cases or minutes.

Environmental Coordinator Anderson stated that he emailed the agenda, cases and minutes to each Board Member. This time, it was sent as a pdf along with instructions for accessing the agenda from the City's website. The City is now using a software program that was implemented for City Council back in November and is now being implemented for all boards and commissions. From now on, Board Members will still receive an email from Staff, but

rather than attaching individual cases, minutes and the agenda, it will simply notify them that the agenda is complete and can be accessed from the City's website.

Environmental Coordinator Anderson stated that he also always reminds Board Members each month that if there is any portion of the agenda that they would prefer a hard copy of, they just need to let him know prior to the meeting and he will provide a copy for them at the meeting.

Board Member Enstrom clarified that he did receive the email but couldn't open the attachment.

Board Member Freeburg provided Board Member Enstrom with a print out of the instructions to access the agenda online.

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

APPROVAL OF ENVIRONMENTAL POLICY BOARD MINUTES

Chairperson Max noted two corrections to the minutes: Page 2, second paragraph, change note to not and Page 4, second paragraph change than to then.

Motion by Board Member Riley-Daniels and seconded by Board Member Freeburg to approve the regular meeting minutes dated January 3, 2011 as amended.

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

Environmental Coordinator Anderson took a moment to introduce Councilmember Randy Backous to the Board and asked if he wouldn't mind telling the Board a little about himself.

POLICY BOARD BUSINESS

Case #1: 2011 Work Plan

Environmental Coordinator Anderson presented the staff report.

Chairperson Max stated that in addition to wildlife and plants that may be highlighted along certain trails, they could also include phenological information about when plants are in bloom etc.

Board Member Stodola arrived.

Chairperson Max stated that he thought Emerald Pond Park or Elmcrest Park would be ideal locations for a rain garden demonstration project.

Environmental Coordinator Anderson said that Alpine Park would also be a potential site based on the layout of impervious and pervious areas and the existing drainage patterns.

Councilmember Backous stated that he thought Elmcrest Park would be great because of how much traffic moves through that park. He thought there would be much more exposure to such a project and thus may be a more effective educational tool.

Councilmember Backous stated that he thought it may be beneficial to also consider including a geothermal demonstration project there as well.

Board Member Enstrom suggested that maybe a partnership with Cross of Hope Church could be worked out as they are proposing an expansion to their building and parking areas and with that are proposing some rain gardens. Maybe that could be an opportunity.

General discussion ensued about reaching out to certain youth groups such as boy scouts, girl scouts and 4H to get them interested in environmental issues.

Environmental Coordinator Anderson stated that if a demonstration project were to be completed, that maintenance of it would likely need to be done by volunteers. He reminded the Board that the City has removed certain parks from its routine maintenance cycle in an effort to shrink the budget and adding new maintenance duties would be very difficult.

Chairperson Max suggested possibly partnering with a business for some volunteer assistance with maintenance.

Councilmember Backous stated that many youth sports teams now require a volunteer bond and thus, they may be another option for maintenance assistance.

Chairperson Max stated that he thought the draft work plan should be revised slightly to include revisiting both the water conservation tool box and invasive species web pages as needed or directed.

Consensus of the Board was that Staff should update the draft work plan and bring it back in March for review and then again in April, after reappointments and/or newly appointed members are in place.

Councilmember Backous encouraged the Board to give some thought to the public outreach component of the work plan prior to next month's meeting as well.

Case #2: 2011 Environmental Expo & Tree Sale

Environmental Coordinator Anderson presented the staff report.

Environmental Coordinator stated that Councilmember Backous suggested a possible option for a keynote speaker, polar explorer Lonnie Dupre, who just recently attempted to climb Mt. McKinley, one of only 16 ever to attempt that feat during the month of January.

Board Member Enstrom suggested that maybe having somebody attend that does chainsaw carvings. That always seems to attract people.

Board Member Riley-Daniels suggested possibly doing some sort of photo contest.

Environmental Coordinator Anderson stated that a decision needs to be made this evening whether presentations will be a part of the event or not this year because that will be a part of the promo in the newsletter if they are offered.

Chairperson Max stated that his opinion was that if a keynote speaker cannot be secured, then no presentations should be offered based on the lack of audiences in the past.

Board Member Bentz stated that he thought it might be interesting to have someone do a presentation on the history of Ramsey.

Councilmember Backous stated that the fee for booking Lonnie Dupre would be \$900 but that it was unclear whether that included travel and lodging (he currently resides in Grand Marais).

Consensus of the Board was that if Mr. Dupre is available, than the City should book him for the event.

Board Member Enstrom suggested having some sort of lawn mower display outside might help draw people in to the event. He would inquire with a couple contacts about this possibility if the Board would like.

There was consensus that Board Member Enstrom should pursue this possibility and that it would be great if they could highlight some of the newer technologies available (some of the rechargeable battery operated trimmers, hedgers, pruners etc).

Board Member Stodola left the meeting at 8:26pm.

Board Member Riley-Daniels updated the Board about sponsorship efforts and asked if joint sponsorship of both expo events was possible.

Councilmember Backous stated that he thought that made sense rather than the two events competing with each other.

Environmental Coordinator Anderson stated that he would speak with the Marketing Manager, who is coordinating the Business Expo, about this possibility.

Environmental Coordinator Anderson also stated that he would see how sponsorship of Happy Days is handled and would provide that info to Board Member Riley-Daniels.

Councilmember Backous suggested that the sponsorship info should identify the goal of trying to cover the cost of the event rather than identifying a specific dollar amount as the goal.

Councilmember Backous also suggested having a guestbook available at the expo event for attendees to sign in and provide an email address. That way, after the event is over, a brief survey could be conducted about attendees favorite booths, what they liked and didn't like, what could be done differently etc.

Councilmember Backous left the meeting at 8:50pm.

Board Member Bentz updated the Board on the status of exhibitors that have been invited and confirmed.

Board Member Riley-Daniels volunteered herself and Vice Chair Hassett to begin thinking about the Board's display for the expo event.

BOARD/STAFF INPUT

Environmental Coordinator Anderson stated he would be presenting the EAB management plan to the Park and Recreation Commission on Thursday evening.

Chairperson Max stated that he would try to attend that meeting also.

Environmental Coordinator Anderson informed the Board that the City Council would be considering a reorganization of the Planning Division at tomorrow night's council meeting.

Chairperson Max stated that he had not received anything yet about his term expiring at the end of March and was concerned about that.

Environmental Coordinator Anderson stated that he would inform Human Resources and request that that info be provided to him right away.

ADJOURNMENT

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

The meeting adjourned at 9:26 p.m.

Respectfully submitted,

Chris Anderson
Environmental Coordinator

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

The City of Ramsey Economic Development Authority (EDA) conducted an EDA meeting on Thursday, February 10, 2011, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Chris Riley
 Member John LeTourneau
 Member Colin McGlone
 Member Wayne Skaff
 Member Jim Steffen
 Member Jeff Wise

Members Absent: Member Kristine Williams

Also Present: Aaron Backman, Economic Development/Marketing Manager
 Heidi Nelson, Deputy City Administrator/Community Development Director
 Tim Gladhill, Associate Planner
 Mike Mulrooney, Consultant
 Councilmember Randy Backous, arrived at 7:45 a.m.

CALL TO ORDER

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

APPROVE AGENDA

Motion by Member Skaff, seconded by Member LeTourneau, to approve the agenda.

Motion carried. Voting Yes: Chairperson Riley, Members Skaff, LeTourneau, McGlone, Steffen, and Wise. Voting No: None. Absent: Member Williams.

APPROVE MINUTES

Motion by Member Steffen, seconded by Member Skaff, to approve December 9, 2010 minutes with the correction of the vote appointing interim chairperson as Chairperson Riley abstaining.

Motion carried. Voting Yes: Chairperson Riley, Members Steffen, Skaff, LeTourneau, McGlone, and Wise. Voting No: None. Absent: Member Williams.

EDA BUSINESS

Case #1: CONSIDER STREET NAME CHANGE OF AZURITE STREET IN THE SUNFISH LAKE BUSINESS PARK

Associate Planner Gladhill presented the Staff report.

Economic Development/Marketing Manager Backman stated from a business perspective, the City is sensitive to the change. It is not just the cost but the negative perception that clients could have with address changes.

Associate Planner Gladhill stated that the Fire Chief is available to help in anyway, including sending out letters of the address change from a public safety perspective.

Member Wise stated he would like documentation of the concern public safety staff has.

John, a representative from Wildlife Resources, stated that their address is on all their products and they ship to 6,400 commercial customers and have over 300 venders. They receive letters from customers forwarded from their previous addresses of business regarding their product because the address is on all the products. It is important for the business to have communications with their customers. He stated the cost for an address change for their business would be close to \$50,000 and it is a problem.

Sandy, a representative from Cabinetry Concepts, stated that when they moved in, the emergency staff wanted the street name left the way it was. She stated that if business in 2010 would have been like 2009 they would have shut their door, and changing the address would not be good for sales and marketing.

Doug, a representative from MN Waterjet, stated their business is the newest business in the area and would have the same financial burdens as the other businesses. He continued that the problem might be that two signs don't have NW after the street name and one does; that is the only problem freight drivers have had delivering to their business.

Don, a representative from Diamond Graphics, appreciates that when this was brought to the City Council that they wanted to discuss it more. This address change would be the third for his business. He stated that they have had false alarms go off and public safety staff was there in minutes.

Chairperson Riley thanked the business representatives for attending the meeting.

Member Skaff stated that changing streets changes people's GPS systems.

Motion by Member LeTourneau, seconded by Member Skaff to recommend staying with the current Azurite Street in the Sunfish Lake Business Park at this time.

Motion carried. Voting Yes: Chairperson Riley, Members LeTourneau, Skaff, McGlone, Steffen, and Wise. Voting No: None. Absent: Member Williams.

Associate Planner Gladhill stated that the businesses will get notified when this item is brought before Public Works or City Council. He does not know the date, but has the mailing list used previously.

Member Wise asked about correcting the signage.

Associate Planner Gladhill stated that he would discuss that with the Public Works Director, but the City would want to stay consistent with the street sign policy.

Case #2: APPROVE RESOLUTION FOR THE RELEASE OF UNIMPROVED LAND, RELEASE OF LAND FROM AND AMENDMENT TO GROUND LEASE AND LEASE AGREEMENT FOR RAMSEY MUNICIPAL CENTER

Deputy City Administrator/Community Development Director Nelson presented the Staff Report.

Chairperson Riley asked if the EDA bonds did not cover the land.

Deputy City Administrator/Community Development Director Nelson stated that EDA leases land from the City and the City leases the building from the EDA. The City approved a new plat for the area that separates the land for development purposes from the City owned land for the Ramsey Municipal Center and the Municipal Parking Facility. The re-plat certifies that it does not affect ingress or egress from the site or limit use of the building.

Chairperson Riley asked if City Staff and the bond attorneys are working together to make sure it is done correctly. Deputy Assistant Administrator/Community Development Director Nelson replied yes.

Motion by Member LeTourneau, seconded by Member Steffen to approve the resolution for the release of unimproved land, release of land from and amendment to the ground lease agreement and approve the release of land from and amendment to the lease agreement for the Ramsey Municipal Center.

Motion carried. Voting Yes: Chairperson Riley, Members LeTourneau, Steffen, McGlone, Skaff, and Wise. Voting No: None. Absent: Member Williams.

CASE #3 EDA 2011 WORK PLAN

Economic Development/Marketing Manager Backman presented the Staff Report.

Discussion ensued regarding the 2011 EDA work plan.

Deputy Assistant Administrator/Community Development Director Nelson stated that what she has been hearing at conferences is that now is the time to get ready for when the market comes back; there will be a short window of opportunity, so it is necessary to get sites ready for development.

Motion by Member LeTourneau, seconded by Member Steffen to approve the 2011 EDA work plan with the intent to prioritize the focus areas.

Motion carried. Voting Yes: Chairperson Riley, Members LeTourneau, Steffen, McGlone, Skaff, and Wise. Voting No: None. Absent: Member Williams.
Economic Development/Marketing Manager Backman will bring to the next meeting a preliminary prioritized work plan.

CASE #4 CONSIDER APPROVAL OF FUNDING FOR THE TINKLENBERG GROUP CONTRACT

Economic Development/Marketing Manager Backman presented the Staff Report.

Member McGlone stated that Council looked at this on a broader scale and took out pieces that they felt Staff was stronger in than the Tinklenberg Group or may not need at this time.

Motion by Member McGlone, seconded by Member Wise to approve EDA funding for the consulting services agreement with the Tinklenberg Group.

Motion carried. Voting Yes: Chairperson Riley, Members McGlone, Wise, LeTourneau, Skaff, and Steffen. Voting No: None. Absent: Member Williams.

CASE #5 STAFF UPDATE

Economic Development/Marketing Manager Backman stated there is a company in Minneapolis looking to relocate. He has had meetings with their senior management. If an existing building is not available they will look to build a new building with the first phase consisting of 100,000 square feet.

Consultant Mike Mulrooney stated this is a good example where a community (i.e. Minneapolis) neglected one of its existing employers. The jobs wages are fairly significant at \$21-\$22 an hour, plus benefits.

Members discussed possible available locations for this company. Economic Development/Marketing Manager Backman will continue discussions with the company.

EDA directed Staff/City to facilitate the move as quickly as possible, to be helpful and not an impediment.

Economic Development/Marketing Manager Backman stated Waltek is looking to expand in the future and move to a new location; he was alerted to the fact they were looking in Anoka. He has met with the CEO and will continue to work with the company to help them find a suitable location in Ramsey. Waltek's timeline is not as immediate as the Minneapolis company.

Mr. Mulrooney stated once the City finds Waltek a new home then the current property can be redeveloped.

Chairperson Riley stated it is good to see that the City is helping an existing business.

Economic Development/Marketing Manager Backman stated the Business Expo will be held on Saturday, April 30, 2011 at the Fountains of Ramsey. This will put the Business Expo across the

street from the Environmental Expo and the exhibitors will all be in one location at the site. The cost is \$30 for Ramsey Businesses and \$45 for Non-Ramsey Businesses.

Deputy City Administrator/Community Development Director Nelson presented an update on the COR.

Deputy City Administrator/Community Development Director Nelson presented an update on the re-organization of the Community Development Department.

MEMBER INPUT

Member LeTourneau stated that he was impressed with the State of the City presentation and it is great to see what the City of Ramsey has going on in preparation of a return from an economic downturn.

ADJOURNMENT

Motion by Member LeTourneau, seconded by Member Skaff, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Riley, Members LeTourneau, Skaff, McGlone, Steffen and Wise. Voting No: None. Absent: Member Williams.

The regular meeting of the Economic Development Authority adjourned at 9:05 a.m.

Respectfully submitted,

Aaron Backman
Economic Development/Marketing Manager

ATTEST:

JoAnn Shaw
Planning Division Secretary

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

The City of Ramsey Economic Development Authority (EDA) conducted an EDA meeting on Thursday, February 24, 2011, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Chris Riley
 Member John LeTourneau
 Member Colin McGlone
 Member Wayne Skaff
 Member Kristine Williams
 Member Jeff Wise

Members Absent: Member Jim Steffen

Also Present: Aaron Backman, Economic Development/Marketing Manager
 City Administrator, Kurt Ulrich
 Mike Mulrooney, Consultant

CALL TO ORDER

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

APPROVE AGENDA

Motion by Member LeTourneau, seconded by Member Skaff, to approve the agenda.

Motion carried. Voting Yes: Chairperson Riley, Members LeTourneau, Skaff, McGlone, Williams, and Wise. Voting No: None. Absent: Member Steffen.

EDA BUSINESS

**Case #1: CONSIDERATION OF FINAL APPROVAL OF RAMSEY RLF LOAN TO
 WELLS CATERING, INC., AND SAC/WAC FEE ASSISTANCE TO
 RAMSEY RETAIL RENTAL, LLC**

Economic Development/Marketing Manager Backman presented the Staff report.

Economic Development/Marketing Manager Backman stated Falls Café has evolved from a deli to a full service restaurant. The restaurant will seat 104 and have a room for private events holding up to 15 people. Wells Catering does have a lease agreement in place.

Consultant Mulrooney presented the credit review. He stated the loan amount has not changed, the rate will be set at the time it is funded at prime plus 1%, and the City will be first lien holder on the equipment. He continued that Wells Catering has had a long and successful operation and did well

during 2009-2010 during the economic downturn. He stated some of the drawbacks were that the market for hospitality has been weak and the restaurant portion will be considered a startup business. Wells Catering/Falls Café is proceeding in a path that is reversed from the usual, being a catering business and then starting a full service restaurant. Mr. Mulrooney stated this new COR location will improve his competitiveness as a caterer and the VA and Allina Clinics will bring additional customers to the area.

Member Skaff stated he uses Wells Catering weekly, it is top notch in service and food quality and a great asset to the City of Ramsey.

Member McGlone updated the members on the Flaherty and Collins project before the HRA that also includes a restaurant/retail portion to the plan.

Discussion ensued as to whether the COR could support two restaurants and how the HRA project and city could be affected by the Wells Catering assistance.

Motion by Member LeTourneau, seconded by Member Skaff, that the EDA approve a \$68,000 Revolving Loan Fund (RLF) loan with a term of 10 years at one percent over prime at time of transaction to Wells Catering for the Falls Café project, and secured by a first position on \$165,000 of equipment; and approve zero percent interest, forgivable loans totaling \$55,000 to Ramsey Retail Rental to offset SAC/WAC fees associated with a new full-service restaurant at The Ramsey Office Plaza building.

Motion by Member McGlone to amend the motion to add that the EDA recommends the HRA consider releasing Flaherty and Collins from their obligation to add a restaurant/retail site under the current agreement.

Further Discussion

Members discussed whether the two projects were similar.

Chairperson Riley stated this deal has been negotiated, EDA has the terms in front of them, and the EDA does not have enough information regarding the HRA project.

Member Wise asked what the EDA standards were for granting loans.

Chairperson Riley stated there is a list of criteria and Consultant Mulrooney is responsible for seeing that the criteria are met.

Consultant Mulrooney explained the guidelines and how the RLF fund was started.

Commissioner LeTourneau did not accept the amendment to his motion. Original motion stands.

Motion carried. Voting Yes: Chairperson Riley, Members LeTourneau, Skaff, Williams, and Wise. Voting No: Member McGlone. Absent: Member Steffen.

Motion by Member McGlone, seconded by Member Wise that EDA suggests that the HRA consider releasing Flaherty and Collins from their obligation to add a restaurant/retail site under the current agreement.

Motion carried. Voting Yes: Chairperson Riley, Members McGlone, Wise, LeTourneau, Skaff, and Williams. Voting No: None. Absent: Member Steffen.

Economic Development/Marketing Manager Backman stated the case will go before City Council at their March 8, 2011 meeting.

MEMBER INPUT

Economic Development/Marketing Manager Backman presented an update on the expansion opportunity of the manufacturing company from Minneapolis.

Members discussed how the EDA and HRA could better work together.

ADJOURNMENT

Motion by Member Skaff, seconded by Member Wise, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Riley, Members, Skaff, Wise, LeTourneau, McGlone, and Williams. Voting No: None. Absent: Member Steffen.

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

Respectfully submitted,

Aaron Backman
Economic Development/Marketing Manager

ATTEST:

JoAnn Shaw
Planning Division Secretary

Date: 03/22/2011

By: Diana Lund
Finance

Information

Title:

Approval for Exemption for a Gambling License for the Knights of Columbus Council #14984 to Operate Bingo at the Church of St. Katharine Drexel

Background:

The attached application is from the Knights of Columbus Council for exemption from a lawful gambling license to hold bingo at the Church of St. Katharine Drexel on 4/9/11, 5/21/11, 9/17/11 and 10/15/11. The Knights of Columbus Council #14984 meets all of the requirements which allow them to remain exempt from licensing.

Approval requires nothing more than a motion followed by a letter to the Gambling Control Board, while if the request is denied, a formal resolution would need to be prepared and submitted to the Gambling Control Board.

Recommendation:

Staff recommends Council approve the application and exemption from a lawful gambling license for the Knights of Columbus Council #14984 to hold bingo at the Church of St. Katharine Drexel.

Council Action:

Motion to recommend Council approve the application and exemption from a lawful gambling license for the Knights of Columbus Council #14984 to hold bingo at the Church of St. Katharine Drexel on 4/9/11, 5/21/11, 9/17/11 and 10/15/11 and authorize staff to submit a letter to the Gambling Control Board stating approval.

Attachments

Knights of Columbus Application

Form Review

Inbox

Kurt Ulrich

Form Started By: Diana Lund

Final Approval Date: 03/16/2011

Reviewed By

Kurt Ulrich

Date

03/16/2011 11:29 AM

Started On: 03/15/2011 11:10 AM

Minnesota Lawful Gambling

LG240B Application to Conduct Excluded Bingo

No fee

ORGANIZATION INFORMATION			
Organization name Knights of Columbus Council #14984	Previous gambling permit number		
Minnesota tax ID number, if any	Federal employer ID number, if any 27-2207603		
Type of nonprofit organization. Check (✓) one. <input checked="" type="checkbox"/> Fraternal <input type="checkbox"/> Religious <input type="checkbox"/> Veterans <input type="checkbox"/> Other nonprofit organization			
Mailing address 7101 143rd Ave NW - Suite G	City Ramsey	State Zip Code MN 55303	County Anoka
ATTACH A COPY OF ONE OF THE FOLLOWING FOR PROOF OF NONPROFIT STATUS			
<p>★ Do not attach a sales tax exempt status or federal ID employer number as they are not proof of nonprofit status.</p> <p><input type="checkbox"/> Nonprofit Articles of Incorporation OR a current Certificate of Good Standing. Don't have a copy? This certificate must be obtained each year from: Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803</p> <p><input type="checkbox"/> Internal Revenue Service - IRS income tax exemption [501(c)] letter in your organization's name. Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.</p> <p><input checked="" type="checkbox"/> Internal Revenue Service - Affiliate of national, statewide, or international parent nonprofit organization (charter) If your organization falls under a parent organization, attach copies of <u>both</u> of the following: a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and b. the charter or letter from your parent organization recognizing your organization as a subordinate.</p>			
EXCLUDED BINGO ACTIVITY			
<p>1. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Has your organization held a bingo event in the current calendar year? If yes, list the dates when bingo was conducted _____</p> <p>2. The proposed bingo event for which we are applying will be: <input checked="" type="checkbox"/> one of four or fewer bingo events held this year. Dates <u>4/9/11</u> <u>5/21/11</u> <u>9/17/11</u> <u>10/15/11</u> OR <input type="checkbox"/> conducted up to 12 consecutive days in connection with a: ___ county fair. Dates _____ civic celebration. Dates _____ Minnesota state fair. Dates _____</p> <p>3. Person in charge of bingo event <u>Deacon Randy Bauer</u> Daytime phone <u>651-291-4415</u></p> <p>4. Name of premises where bingo will be conducted <u>Church of St Katharine Drexel</u></p> <p>5. Premises street address <u>7101 143rd Ave NW - Suite G</u></p> <p>6. City <u>Ramsey</u> If township, name of township _____ County <u>Anoka</u></p>			
<p>Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be purchased from a distributor licensed by the Gambling Control Board. To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors. Or call 651-639-4000.</p>			

Be sure to complete page 2

LG240B Application to Conduct Excluded Bingo

Chief Executive Officer's Signature	
<i>The information provided in this application is complete and accurate to the best of my knowledge.</i>	
Chief executive officer's signature	Phone number <u>651-291-4415</u>
Name (please print) <u>Deacon Randy Bauer</u>	Date <u>3/10/11</u>
Local Unit of Government Acknowledgment and Approval	
If the gambling premises is within city limits, the city must sign this application.	
<i>On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.</i>	Print city name <u>City of Ramsey</u>
	 Signature of city personnel receiving application
	Title <u>Finance Director</u> Date <u>3/14/11</u>
If the gambling premises is located in a township, only the county is required to sign this application.	
For the county: <i>On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.</i>	Print county name _____
	Signature of county personnel receiving application
	Title _____ Date _____
For the township: <i>On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits.</i> A township has no statutory authority to approve or deny an application (Minn. Stat. 349.166, Subd. 2).	(Township signature is not required)
	Print township name _____
	Signature of township official acknowledging application
Title _____ Date _____	
Mail Application and Attachment(s)	
Send the application and proof of nonprofit status to: Gambling Control Board Suite 300 South 1711 W. County Rd. B Roseville, MN 55113 Or, you may fax it to 651-639-4032.	You will receive a document from the Gambling Control Board with your excluded permit number for the gambling activity. Your organization must keep its bingo records for 3-1/2 years. Questions? Contact the Gambling Control Board at 651-639-4000. This form will be made available in alternative format (i.e. large print, Braille) upon request.
Print Form	
Reset Form	

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

CC Regular Session

Item #: 5.3.

Date: 03/22/2011

By: Diana Lund
Finance

Information

Title:

Approval for Exemption for a Gambling License for the Isanti County Chapter of Minnesota Deer Hunters to Operate a Raffle at Game Fair

Background:

The attached application is from the Isanti County Chapter of Minnesota Deer Hunters Association for exemption from a lawful gambling license to hold a raffle at Game Fair in Ramsey on August 21, 2011. The Isanti County Chapter of Minnesota Deer Hunters Association meets all of the requirements which allow them to remain exempt from licensing, primarily from the standpoint that the commodities to be raffled are valued at less than \$12,000.

Approval requires nothing more than a motion followed by a letter to the Gambling Control

Board, while if the request is denied, a formal resolution for denial would need to be prepared and submitted to the Gambling Control Board.

Recommendation:

Staff recommends Council approve the exemption from a lawful gambling license for the Isanti County Chapter of Minnesota Deer Hunters Association to hold a raffle at the Game Fair in Ramsey.

Council Action:

Motion to recommend Council approve the exemption from a lawful gambling license for the Isanti County Chapter of Minnesota Deer Hunters Association to hold a raffle at Game Fair on August 21, 2011 and authorize staff to submit a letter to the Gambling Control Board stating approval.

Attachments

Isanti County Chapter of MN Deer Hunters Application

Form Review

Inbox

Kurt Ulrich

Form Started By: Diana Lund

Final Approval Date: 03/16/2011

Reviewed By

Kurt Ulrich

Date

03/16/2011 11:29 AM

Started On: 03/16/2011 07:21 AM

REC'D MAR 15 2011

Minnesota Lawful Gambling LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

Application fee for each event	
If application postmarked or received:	
less than 30 days before the event	more than 30 days before the event
\$100	\$50

ORGANIZATION INFORMATION

Check # _____ \$ _____

Organization name: **Isanti Chapter of Mn. Deer Hunters**
 Previous gambling permit number: **X-05410-11-001**

Type of nonprofit organization. Check one.
 Fraternal Religious Veterans Other nonprofit organization

Mailing address: **205-1st Ave. East** City: **Cambridge** State: **MN** Zip Code: **55008** County: **Isanti**

Name of chief executive officer (CEO): **John Erlandson** Daytime phone number: **763-689-4992** Email address: **johnsr@ciacambridge.com**

Attach a copy of ONE of the following for proof of nonprofit status. Check one.

Do not attach a sales tax exempt status or federal ID employer numbers as they are not proof of nonprofit status.

- Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.
Don't have a copy? This certificate must be obtained each year from:
Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803
- IRS income tax exemption [501(c)] letter in your organization's name.
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
 - a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 - b. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted (for raffles, list the site where the drawing will take place)

Armstrong Ranch/Game Fair

Address (do not use PO box): **8404-161st Ave. NW** City: ~~Anoka~~ **RAMSEY** Zip Code: **55303** County: **Anoka**

Date(s) of activity (for raffles, indicate the date of the drawing)

August 21, 2011

Check the box or boxes that indicate the type of gambling activity your organization will conduct:

- Bingo* Raffles Paddlewheels* Pull-Tabs* Tipboards*

* **Gambling equipment** for pull-tabs, bingo paper, tipboards, and paddlewheels must be obtained from a distributor licensed by the Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

Also complete Page 2 of this form.

Print Form

Reset Form

To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors, or call 651-639-4000.

427-1410

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

If the gambling premises is within city limits, a city official must check the action that the city is taking on this application and sign the application.

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- The application is denied.

Print city name City of Ramsey
 On behalf of the city, I acknowledge this application.

Signature of city official receiving application

[Handwritten Signature]

Title Finance Director Date 3/16/14

If the gambling premises is located in a township, a county official must check the action that the county is taking on this application and sign the application.

A township official is not required to sign the application.

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print county name _____
 On behalf of the county, I acknowledge this application.
 Signature of county official receiving application _____

Title _____ Date ____/____/____

(Optional) TOWNSHIP: On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within township limits. [A township has no statutory authority to approve or deny an application [Minnesota Statute 349.166]]

Print township name _____

Signature of township official acknowledging application _____

Title _____ Date ____/____/____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the date of our gambling activity.

Chief executive officer's signature *[Handwritten Signature]* Date _____

Complete a separate application for each gambling activity:

- one day of gambling activity,
- two or more consecutive days of gambling activity,
- each day a raffle drawing is held

Send application with:

- a copy of your proof of nonprofit status, and
- application fee for each event.

Make check payable to "State of Minnesota."

To: Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Financial report and recordkeeping required

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us. Within 30 days of the activity date, complete and return the financial report form to the Gambling Control Board.

Print Form

Reset Form

This form will be made available in alternative format (i.e. large print, Braille) upon request.
Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information requested; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If you supply the information requested,

the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data are available to: Board members, Board staff whose work requires access to the

information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this Notice was given; and anyone with your written consent.

CC Regular Session

Item #: 5.4.

Date: 03/22/2011

By: Jo Thieling
Administrative Services

Information

Title:

Approve License Applications

Background:

Attached to this Consent case is a list of licenses for approval.

Council Action:

Motion to approve license applications.

Attachments

Licenses

Form Review

Inbox

Kurt Ulrich

Form Started By: Jo Thieling

Final Approval Date: 03/07/2011

Reviewed By

Jo Thieling

Date

03/07/2011 11:46 AM

Started On: 03/07/2011 11:38 AM

**License Applications
For Year 2011**

Vehicle	D. Allen Holding LLC	7060 – 143 rd Avenue NW – Suite 2	Ramsey, MN 55303	952-220-3657
Vehicle	TMBC LLC dba Crystal Pierz Marine	6781 Highway #10 NW – Suite 110	Ramsey, MN 55303	763-323-8272
Peddler/ Solicitor*	Walters Recycling & Refuse, Inc.	P.O. Box 67	Circle Pines, MN 55014	763-780-8464
Peddler/ Solicitor**	Custom Remodelers Inc.	474 Apollo Drive	Lino Lakes, MN 55014	651-784-3038
Peddler/ Solicitor***	American Exteriors of MN, LLC	1408 Northland Drive	Mendota Heights, MN 55120	612-735-2400
Pawnbroker	Vehicle Pledge – Div. of Berwyck Group LLC	6740 NW Highway #10 NW	Ramsey, MN 55303	763-427-2903 or 763-427-3609
Pawnbroker ****	Ramsey Pawn, LLC dba Twin Cities Pawn	6650 Highway #10 NW	Ramsey, MN 55303	651-552-1002
Special Events*****	Northgate Church	7250 E. Ramsey Pkwy	Ramsey, MN 55303	763-412-1701
Temporary On-Sale Liquor***** *	Church of St. Katharine Drexel	7101 – 143 rd Avenue NW – Suite G	Ramsey, MN 55303	651-291-4415

*To go door to door to establish routes

**To go door to door to try to sell windows, siding, roofing, gutters, and doors

***To go door to door to try to sell energy efficient upgrades of windows and siding

****Note to Council – this is a brand new business

*****To allow Northgate Church to have outdoor services in the parking lot beginning May 29 and ending September 4

*****To allow the Church of St. Katharine Drexel to serve beer & wine after Mass once a month (3rd weekend) (Saturday & Sunday) on March 26 – 27, 2011, April 9 – 10, 2011, September 17 – 18, 2011, October 15 – 16, 2011, November 19 – 20, 2011, and December 16 – 18, 2011.

CC Regular Session

Item #: 5.5.

Date: 03/22/2011

By: Jo Thieling
Administrative Services

Information

Title:

Approve City Council Meeting Minutes

Background:

Council meeting minutes are attached for Council approval.

Council Action:

Motion to approve the following Council Meeting Minutes:

January 18, 2011 City Council Work Session
January 24 - 25, 2011 Strategic Planning Session
February 1, 2011 Special City Council
February 1, 2011 City Council Work Session

Attachments

Strategic Planning Mts

CC Special 2/1

CC Wk Sess 2/1

Form Review

Inbox

Kurt Ulrich

Form Started By: Jo Thieling

Final Approval Date: 03/16/2011

Reviewed By

Kurt Ulrich

Date

03/16/2011 11:29 AM

Started On: 03/14/2011 04:23 PM

**CITY COUNCIL/STAFF RETREAT
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Ramsey City Council conducted a City Council/Staff Strategic Planning Session on Monday and Tuesday, January 24 and 25, 2011, in the Lake Itasca Room at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Bob Ramsey
Councilmember Randy Backous
Councilmember David Elvig
Councilmember David Jeffrey (arrived 4:34 p.m.)
Councilmember Colin McGlone
Councilmember Jason Tossey
Councilmember Jeff Wise

Also Present: City Administrator Kurt Ulrich
Deputy City Administrator Heidi Nelson
Finance Officer Diana Lund
Director of Public Works Brian Olson
Police Chief James Way
Fire Chief Dean Kapler

INTRODUCTION

City Administrator Ulrich welcomed everyone to the annual Council/Staff Strategic Planning Session at 3:04 p.m. and explained the agenda and the exercises for the benefit of the new Councilmembers. He asked Council to come up with ground rules. They are as follows:

- 1) Do not make any personal attacks and don't take anything personal.
- 2) Stay focused/on track
- 3) Do not disrupt the agenda – no side meetings

If there is something you wish to talk about and it is not on the agenda, place it on the “parking lot”. Mr. Ulrich read the objectives and the vision and talked about how the vision came about. He read the values. Councilmember Backous inquired if all of this information was on the City's website to which Mr. Ulrich replied it is. Councilmember Elvig noted that there was a lot of talk about citizen involvement – he felt these were good points. Mayor Ramsey stated that the only issue with that is we are having difficulty filling our Boards and Commissions right now. Mayor Ramsey stated we have better avenues now for communicating with residents. Councilmember McGlone stated we are doing as much as we can to involve people. Councilmember Elvig commented that there has been talk about a difference of opinion with the City Council and citizens may not want to serve on the Commissions. He suggested that Board memberships be placed on the parking lot.

Mr. Ulrich explained that the session objectives are as follows:

- To review progress and disappointments from previous year
- To learn from our successes and failures
- To identify and discuss opportunities over the next 1 – 2 years
- To develop an updated goals program
- To Prioritize goals
- To develop preliminary action plans for the highest priority goals
- To enhance the working relationship among participants

Mr. Ulrich continued that the vision and values will determine our actions and goals. The vision reads as follows: Without compromising private property rights and the needs of future generations, Ramsey will evolve through citizen driven, collaborative processes that respect the balance and connectivity between its unique urban, rural and natural environments. Values include:

- Encourage walkability through pedestrian friendly neighborhoods and transportation.
- Maintain landowner rights.
- Employ careful foresight in city planning that includes citizen review, reliance on peer-reviewed science, and comprehensive data collection and analysis.
- Involve all citizens in decisions that impact their lives, property and neighborhoods through the use of a facilitated process such as collaborative decision-making.
- Embrace a people-centered, long-term perspective that nurtures neighborhood and community interactions and meets the needs of the present without compromising the ability of future generations to meet their own needs.
- Preserve unique natural resources for the community, its residents and future developments.
- Attract and sustain businesses that serve the whole community.

Mr. Ulrich stated that what we do will determine what we think we are. He introduced the first exercise.

Exercise 1: What business are we in. The group broke into smaller groups – listed ideas – then each read aloud their ideas and they were discussed. They talked about common themes such as providing for the health, safety and welfare and, within the Constitution, we are here to protect life, liberty and property. There needs to be a balance of the needs of the public while protecting all rights of citizens – a balance of needs and rights. We need to provide and maintain infrastructure, creating an environment for economic prosperity. It was pointed out that the actions the Council took to buy property were to protect the public.

Mr. Ulrich presented information on the 2010 strategic goal categories and gave the status of each one.

Development and Marketing: A lengthy discussion ensued relating to RALF properties and if the funding was still available – would we buy more properties. The overall feeling was that it was an advantage to be ahead of the game. The “recycled” community center was discussed as well as possible community center partners such as the Y, churches, private . . . Discussion also ensued about green construction and what we, as a City encourage.

Transportation: Discussion ensued relating to trails for snowmobiles, go-carts, etc. They talked about “complete” streets and about connection of 167th Avenue. Mr. Ulrich gave an update on the funding for the rail station.

Housing: Council received the status of this goal – and talked about development in the “Town Center” area as well as 167th Avenue/Highway #47 areas. It was noted it may be worth it to do another master plan for that area – look at a mixture of housing. They talked about executive type housing – Ramsey has a lot of amenities – we can incent executive type housing.

Budget & Finance: Roads, parks and trails are on hold until the street study comes back.

Policies/Programs: Staff will continue to work on performance standards.

2010 Accomplishments: Department of Motor Vehicles housed at City Hall, VA Clinic, Allina Clinic, Acapulco, design build bridge, TIF District, plowing streets during a snow storm, park projects – boat ramp, progress for rail, Flaherty & Collins Apartments, Suite Living, elimination of rental licenses, water tower, school zoned sidewalk, the boardwalk, The COR – marketing – ICSC, added Economic Development position, maintained business services, future planning for parking ramp, etc., kept our tax rate constant without reducing services, going paperless, AgendaQuick, new *Ramsey Resident*, website, upgrade to Bunker Lake Boulevard, talked down some RALF properties, redesign of Dysprosium, repaving of dirt roads, Ute/151st, Lake Itasca Room, good job governing the City, civil election, and reasonable governance.

Councilmember Jeffrey arrived – 4:34 p.m.

Lessons Learned: Proving good stewardship to the public, worked harder legislatively and continue to do that – do not take foot off the gas, do not take no for an answer, number of public hearings, do not take relationship for granted, stay connected, stay involved, do not wait for anything, creativity – thinking outside the box, do not be afraid to play hardball, understanding our strengths better, pushing/taking advantage of our strengths, capitalize on our network in keeping public better informed, embrace technology, clear communication to the public, and Mayor’s Town Hall meetings.

10-minute break: 4:45 to 4:55 p.m.

Disappointments in 2010: the press getting out incorrect information, spent more money than we wanted to for the net result – return on investment. A mistake is only a failure if we fail to learn from it.

Lessons Learned: Control media message – provide the media with already written articles.

Mayor Ramsey stated he did not share the same concern about the return on investment. Councilmember Elvig stated that the things we have here are not ours. To date, the money we spend for what we have gotten back is disappointing. Mayor Ramsey stated he is in favor of that – what Mr. Deal has gotten done will increase our value. Councilmember Elvig stated we need to make sure we are clear with our expectations. Mayor Ramsey stated to not get carried away

with our criteria – we could scare people away – too much pressure. Councilmember Elvig stated in order to keep the ball rolling, there has to be some expectations met. He talked about all our investments. Mayor Ramsey stated he feels we are a long way ahead of where he thought we would be. Councilmember McGlone expressed agreement with the Mayor. Councilmember Wise stated he has some of the same apprehensions but when dirt is flying in a few months, he will feel better. Councilmember Jeffrey stated he does share some of the same concerns about front-loading a lot of money into this and he is not in favor of playing developer. He thinks spring will tell the tale of return on investment. He stated he realizes we will never break even on some but some of the other things – Landform, marketing, etc. - these are faucets that need to dry up somewhat. Councilmember Elvig stated he is anxious and concerned but not really disappointed. Mayor Ramsey cautioned you cannot expect this to happen overnight. He is not really disappointed or concerned. Councilmember Tossey stated there are things happening – there is progress. He, too, believed spring will bring a different perspective. People will see that. He thinks it's a sit back and wait and see deal. We will be able to turn off that spicket eventually. The return will eventually come but the market is still terrible.

Councilmember Elvig restated “what have we learned”? “Do we keep going down the same path”? “What do we do now”? Councilmember Wise stated this is when you do spend the money – we need to continue the momentum. Councilmember Elvig suggested maybe we should raise the bar now – take the opportunity to get out to the press. Mayor Ramsey stated he feels we are pushing the market as hard as we can. He added he is almost 100 percent happy.

Councilmember McGlone stated that there has been talk about disappointments. When the room fills up with people objecting to something, this City Council cares.

A lengthy discussion ensued about sidewalks and road construction. It was noted to make sure we have the intestinal fortitude to make things happen. Councilmember Backous talked about the majority of the Council and how for each issue each Councilmember has to vote with our conscience. Councilmember Wise stated he is disappointed when he hears too many times – that's the way it's always been done. Some of that is coming around but it seems slow to change. Councilmember Elvig stated that was the battle cry from several councils. That's been a battle cry for Ramsey for a long time but we continue to raise the bar. How do we balance our entrepreneurship – that's a challenge for staff. Mayor Ramsey stated he did not have too many issues with that but it's a work in progress. He did not like the whole mantra that if one City does it, Ramsey has to also.

City Administrator Ulrich stated that it's good to know what others are doing – good to look at industry standards.

Councilmember Elvig continued with disappointments – we did not follow through or be more aggressive with a big box development. Some of the marketing that came out showed we could support that gold star development. We need to go out and attack. Mr. Ulrich stated that we made efforts to acquire the property to which Councilmember Elvig commented that so far it's a disappointment. Councilmember McGlone stated that with regard to gold star – we reached the \$40 million amount. He added he is courageous, but not ready to spend that kind of money right now. Big Box retail is still in the plan as he understands it. Therefore – he could not understand

that as a disappointment. Mayor Ramsey felt that this was through no lack of effort. Councilmember Elvig stated there are hundreds of big box destination retailers out there. If \$40 million is not what we want to go after, all of Council should make that decision. Mr. Ulrich suggested that the HRA could have that discussion. Mayor Ramsey added that where they were going to go was not driven by our camp – it was driven by them. He thought progress has not been made – they are still chasing them but you cannot chase something that does not want to run. Councilmember Elvig expressed a disappointment that not all the Councilmembers were privy to information.

Parking Lot Item: 1) Communication of COR development – Communication is an issue.

Councilmember Jeffrey stated that when our out of towners are in town, staff should send out a message that they are here and when the meetings will take place.

Councilmember Backous added that on any issue, he wants the same information as everyone else is given.

Director of Public Works Olson stated he is disappointed with us on Dysprosium Street and not getting that done. He learned he needs to be better at explaining the ramifications of certain things.

Councilmember McGlone stated he is disappointed in the lack of enthusiasm for privatizing some of our functions. Mr. Ulrich gave some examples of privatization that has happened – cul-de-sac plowers, electrical inspector and some mowing. Mr. Olson stated that some things have worked. Councilmember Wise stated that if it is something that is done on a one year or two year contract, it's tough for someone in the private sector to gear up for that – purchase equipment, etc. Mr. Ulrich stated we are not getting the bidders – maybe we need to make the contracts for longer periods of time. He added that we need to identify some of these things now.

Mayor Ramsey stated he was disappointed in how long it took to get the City's website going. Some directives the Council gives takes too long and the website is an example of that. Another one he mentioned was the lion's plaque for the shelter at Central Park and he wondered if that was ever done. He added that it's not that he doesn't understand why but maybe some of that stuff needs to be reprioritized. If it's not getting done in a reasonable amount of time then come back to the City Council and let them know there is not time to get this done.

Councilmember Backous suggested that maybe the website is a place to privatize. Then an already overburdened staff would not be burdened with it.

Lessons Learned: Consider privatization to do some of the things talked about – and that staff needs to communicate back to the City Council if they are unable to get something done. Councilmember Elvig suggested maybe a staff update of what's accomplished and what's lagging. Mayor Ramsey added that he does not see this City Council hammering on staff if they do not have time to get something done. Councilmember Elvig stated that he feels this Council

is hard on staff on camera. It needs to be an open policy. Councilmember Wise stated that we get things done differently in the private sector.

The Strategic Planning Session was recessed from 6:00 p.m. to 6:25 p.m. for a dinner break.

City Administrator Ulrich stated that the next exercise deals with four questions: What's working well; what's not working well; what's the City doing that it should not be doing; and what's the City currently doing that it should be doing.

Following are the ideas that came out of this exercise:

What's working well?

- Plowing/PW
- Police/Fire
- Finance
- Lean Staff
- Stewardship of Funds
- Communications/PR
- Business Owner Attitude
- Fire Call Out per Station
- Building Inspections
- Most Staff Tasks
- *Ramsey Resident* (public perception of it)

What's not working well?

- Sometimes running the City as a business/conflict w/public purpose
- Time management/Monday Management on as Project Basis
- Communication between Council/Staff/; Council/Landform; Staff/Staff; Staff/Landform
- Inefficient/Ineffective use of Park Space
- Education from Staff re Public Purpose Overall – One on one good; group discussions not as good
- Plowing Sidewalks
- Communication between Staff/Development team
- Planning Manager
- Too Many Parks
- Too Many Dedicated Resources
- Action on Reduction & Reallocation of Park Funds

What's the City not doing that it should be doing?

- Plowing sidewalks – look at map/policy
- Programming events
- Feeding City Council
- Competing w/own business/landowners
- Being a developer

What's the City doing that it should be doing?

- Re-examine all aspects of needs/wants – reasonable expenditures – allocation of resources
- Move COR to market viability so we can get out
- Lower Fees (Incent development)
- Seeking more residential development City-wide
- More actively pursuing Industrial Park opportunity
- Recreational uses of Natural Resources (Not maximizing rivers)
- Exploiting demand for youth sport space – gym space – indoor dome
- Communication of calendars

All the responses were talked about and clarification presented if needed.

The next exercise consisted of listing goals in the five goal categories, which included Budget/Finance, Development/Marketing, Housing, Transportation, Policies/Programs/Services. Following the listing, staff and Council then “dot” prioritized all the goals and following are the ones that received four or more Council dots or at least seven dots total.

Budget/Finance

- Review park programming and potential reallocation of parks
- Implement credit cards and online bill pay
- Review & revise Development Management contract and manage COR expenditures
- Develop TIF 14 tracking plan with regard to fiscal disparities impact
- Establish fund reserve policy

Development/Marketing

- Build on outdoors/sportsmen’s market (e.g. stock pond/lake)
- Develop industrial office park west of Armstrong and South of U.S. Highway #10
- Game Fair – larger City presence. Get City of Ramsey mentioned in more of advertising.
- Old Town Hall relocation
- Review development fees and standards regarding construction
- Construct boat landing at River’s Bend
- Coordinate COR marketing and City marketing
- Create Master Plan 167th Avenue/Highway 47 – plan for redevelopment
- Develop community center/indoor sports complex

Housing

- Proactively recruit residential development and seek builders input
- Seek feedback from developers re process, regulations, standards & fees - research our fees vs. other cities’ fees
- Review City-owned lands and create plan for it

Transportation

- Work with County to eliminate hard channeling in Ramsey and revise County policy
- Seek grant funding
- Develop street reconstruction program and policy

- Complete US 10/ County Road 83 interchange design – pursue funding
- Establish position on TH #47 South of Bunker to Highway #10
- Consider creation of a Transportation Taxing District
- Review plan for US Highway #10 pedestrian overpass and connection with Municipal Center ramp

Policies/Programs/Services

- Maintain current service level
- Look at pilot programs (e.g. volunteer programs – low maintenance)
- Review code enforcement and abatement level of service
- Review Dirt Road Elimination Policy (DREP)
- Create opportunities for snowmobile, four-wheeler & golf cart use
- Review sidewalk plowing policy

Mr. Ulrich explained that the City Clerk will develop a goals list from this exercise and staff will look at developing a work plan for each goal and that will be presented to Council along with updates throughout the year.

Mr. Ulrich announced that we would recess this planning session for now and reconvene at 3:30 tomorrow (January 25).

The Strategic Planning Session recessed at 8:45 p.m., January 24.

The Strategic Planning Session was reconvened at 3:30 p.m. on Tuesday, January 25, 2011, in the Lake Itasca Room of the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey.

Members Present: Mayor Bob Ramsey
 Councilmember Randy Backous
 Councilmember David Elvig
 Councilmember Colin McGlone
 Councilmember Jason Tossey
 Councilmember Jeff Wise

Members Absent: Councilmember David Jeffrey

Also Present: City Administrator Kurt Ulrich
 Deputy City Administrator Heidi Nelson
 Finance Officer Diana Lund
 Director of Public Works Brian Olson
 Police Chief James Way
 Fire Chief Dean Kapler
 City Attorney Bill Goodrich (arrived 5:03 p.m.)
 Development Manager Darren Lazan (arrived 5:15 p.m.)

Mr. Ulrich presented the evening's agenda and described the exercises. He reviewed the goals with the Council.

The group was divided into threes to talk about and write down the steps to accomplish the goals.

Each group reviewed their goals and received input from the other groups.

Mr. Ulrich summarized that this planning session allowed goals to be prioritized and a plan was worked out to accomplish these goals. Staff will add a lead person and a time line to the work plan.

Mayor Ramsey noted that we need to prioritize our work session items and talk about the parking lot issues that came up during these planning sessions.

The Strategic Planning Session adjourned at 6:00 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Minutes taken and drafted by Jo Thieling, City Clerk

**CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Ramsey City Council conducted a special meeting on Tuesday, February 1, 2011, in the Lake Itasca Room of the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Bob Ramsey
Councilmember Randy Backous
Councilmember David Elvig (arrived 5:43 p.m.)
Councilmember David Jeffrey
Councilmember Colin McGlone
Councilmember Jason Tossey
Councilmember Jeff Wise

Also Present: City Administrator Kurtis G. Ulrich
Deputy City Administrator Heidi A. Nelson
City Attorney William K. Goodrich

CALL TO ORDER

Mayor Ramsey called the special meeting of the City Council to order at 5:32 p.m.

APPROVE AGENDA

Motion by Councilmember Jeffrey, seconded by Councilmember McGlone to approve the agenda as presented.

Motion carried. All present voted in favor.

COUNCIL BUSINESS

Case #1: Consider Purchase of Property having an Anoka County Property Identification Number (PIN) of 28-32-25-43-0007. *This Case was posted as portions closed to the public.*

City Attorney Goodrich stated this is consideration of a purchase of property and therefore, the Council can now move into closed session. This closed portion will be tape-recorded and the tape will be kept on file for eight years.

Motion by Councilmember Jeffrey, seconded by Councilmember Backous to close this portion of the Special City Council meeting.

Motion carried. All present voted in favor.

The discussion was closed to the public at 5:32 p.m.

The meeting was opened up to the public at 5:53 p.m.

ADJOURNMENT

Motion by Councilmember Jeffrey, seconded by Councilmember Tossey to adjourn the meeting.

Motion carried. All present voted in favor.

The special meeting of the City Council adjourned at 5:53 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

**CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Ramsey City Council conducted a work session on Tuesday, February 1, 2011, in the Lake Itasca Room, Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Bob Ramsey
Councilmember Randy Backous
Councilmember David Elvig
Councilmember David Jeffrey
Councilmember Colin McGlone
Councilmember Jason Tossey
Councilmember Jeff Wise

Also Present: City Administrator Kurtis G. Ulrich
Deputy City Administrator Heidi A. Nelson
Police Chief Jim Way
Economic Development Manager Aaron Backman (*get Aaron's full title*)
Crime Prevention Specialist Chandra Kreyer
City Attorney William K. Goodrich
Development Manager Darren Lazan

CALL TO ORDER

Mayor Ramsey called the work session to order at 5:56 p.m.

TOPICS FOR DISCUSSION

Chief Way asked to have discussion of the Police Department Survey first on the agenda, as Ms. Kreyer was present for that discussion.

2) Police Department Survey

Chief Way stated that the Ramsey Police Department is interested in surveying the residents of Ramsey to get their opinions on public safety issues and the services provided by the Department. He proposed the survey be sent with utility billing. He pointed out that once surveys were received back, the Department could begin to tailor programs to help our residents feel safer. He stated that Ms. Kreyer has spent a lot of time working with people at community events. Many people do not know what is offered or what we can do for them. Chief Way noted the survey was part of the case.

Councilmember Wise stated he did not see anywhere where the PD asked for the residents address. If you are talking about crime – there has to be pockets where there is more crime than in others.

Crime Prevention Specialist Kreyer offered that we could ask for that voluntarily.

City Administrator Ulrich suggested maybe giving the nearest intersection to their home.

Mayor Ramsey said the resident could be asked to volunteer their address.

Councilmember Elvig thought that would be fine providing the resident is informed as to why we would like their address.

Councilmember Jeffrey stated that he really likes the survey and would like to see it get out as broadly as possible. He suggested it might be a good idea to send an abbreviated survey home with the Ramsey Elementary students. He stated that he asked his 13-year-old daughter these questions and got totally different answers than you would from an adult – he felt it would be good to hear from the kids in the community – maybe survey a different demographic - maybe survey the Safety Camp kids.

Councilmember Elvig thought that was a great idea but it may be a problem sending it home with the kids – it might be a better idea to have the kids take the survey at school.

Councilmember Backous thought it would be a good idea to coordinate it with the school – at the school.

Mayor Ramsey, in reviewing the survey, asked what difference it makes if you rent or own.

Ms. Kreyer responded that maybe you have more of a buy-in with your community if you have more of an investment here.

Councilmember Backous commented that this survey is an awesome idea but dangerous sometimes as he wondered what the PD's thoughts are on how we are going to act on these things we find out.

Ms. Kreyer stated her goal is to look at the preventative stuff; use it as a tool to educate people – look at what the demand is.

Councilmember Wise stated we have talked some about issues with our ordinances - maybe ask questions if some of our ordinances are being misused – manipulated.

Chief Way thought that might be something for the *Ramsey Resident* instead.

City Administrator Ulrich suggested if we put a notice in the utility bill and say go on line to fill out the survey – that's an extra step. Maybe if the survey comes in with the bill they will be more apt to fill it out. He would prefer we put it in the utility bill and see how that goes – or in the *Ramsey Resident*.

Councilmember Tossey stated this would give them a chance to respond – and/or to criticize if they want to.

Councilmember Elvig suggested you might want to go as far as including a self-addressed, stamped envelope or at least a return envelope.

Councilmember Backous agreed that the least manual the better but added that it will take a lot of staff time if this all comes in on paper.

Councilmember McGlone disagreed with surveying children. Maybe have the parents ask their kids if they feel safe instead. He inquired what the cost would be for mailing.

Chief Way estimated about \$4,000.

Councilmember McGlone stated that we are trying to get tech savvy – put a survey on our website and advertise that it is there in the *Ramsey Resident* and in the utility billing.

Councilmember Backous stated he would second that.

Mayor Ramsey asked what if we gave them \$5 off their utility bill for filling out the survey.

Councilmembers Wise and Elvig thought that was a great idea.

Mayor Ramsey continued that he likes the idea of doing it on line and if we incent them, we may have a better response.

Mr. Ulrich reported that the City has about 8,000 accounts.

Mayor Ramsey added we should put a disclaimer on there or ask if they want to give their email address and we can send them City stuff.

Councilmember Elvig commented that we do a lot of preventatives when it comes to the Fire Department but we do not hear a lot about that with the Police Department.

Mr. Ulrich stated he likes the idea of trying to build this database for feedback. The Police Department this month – maybe Community Development next month.

Councilmember Backous suggested that \$5 is a lot – if we are going \$5, we should add more questions.

City Attorney Goodrich cautioned that he would want to make sure we can keep that information private. That could be public data.

Councilmember McGlone suggested what about something like they would get a coupon page for Ramsey businesses – that would pay off in the end.

Mayor Ramsey stated he liked that idea but we are complicating this.

Councilmember Elvig expressed concern about what if we do not contact certain businesses.

Mayor Ramsey stated he was not in favor of spending money for this to go in the utility bill if we have to pay extra unless we get some information back that we can make contact easier in the future. People may not fill this out and send it in.

Councilmember Elvig stated that a coupon for \$5 off is a great idea – simple and straightforward.

Councilmember McGlone stated he does not like that idea. If he is spending \$40,000, he would rather spend it on getting another Police Officer or something. People are reading the *Ramsey Resident*. He added this should be sent to the EDA too.

Councilmember Wise stated that if we spent \$40,000, that means we got everyone back – that would be worth it.

Mayor Ramsey agreed that it would be worth it and we would save money in the long run.

Councilmember Backous stated that only if we take advantage of the exercise, talk to other Department Heads, and get more information out.

Councilmember Tossey stated we just hired Himle Horner to do that.

Councilmember McGlone stated that maybe ask them to add these few questions to their survey.

Mr. Ulrich reported that was about a 300 random survey.

A poll was taken for those in favor of \$5 off the next utility bill:

Councilmember Tossey	No
Mayor Ramsey	Yes
Councilmember Elvig	Yes
Councilmember Wise	Yes
Councilmember Backous	Yes
Councilmember Jeffrey	Yes
Councilmember McGlone	No

Mayor Ramsey suggested staff put together logistics for that and review it.

Mr. Ulrich stated staff would check with Himle Horner too.

1) Review of the Ramsey Hunting Ordinance and 2010 Hunting Season

Chief Way presented a recap of last year's hunting: 24 different locations within the City with shotguns, 42 bow – 109 hunters – four people did target practice for bow. He rejected two permits – one bow on private property and one handgun practice – too close to neighbors.

Twelve deer were taken but he felt that number was a little low. There were changes in the hunting ordinance in July 2009 – permits allows us to know where the hunting is going on. He furnished the Council with the ordinance and the permit application. He stated that John Enstrom has expressed concern to him about hunting on small parcels. He talked about hunting down/tracking deer - for example – the deer goes four properties down and you have to get permission - you have to knock on the door to get permission to chase the deer. There might be kids playing in the yard and now someone has to chase down a wounded deer. We only had one complaint of that but it is a concern.

Councilmember Tossey stated you do not need permission for a landowner to track a wounded deer.

Chief Way stated but if you have to shoot it again, that's against the law without the proper consent.

Mayor Ramsey stated we can be more restrictive than State Statutes, but are we?

Chief Way stated that we have granted some permits on our own property.

Mayor Ramsey asked staff to get clarification if it's legal to hunt on our own property if it's 300 feet from a building.

Chief Way responded we do not have any hunting on one-acre lots. On two and 2-1/2 acre lots, we go out and check where they will be hunting on their own property to make this as safe as possible. We make sure we are not overstepping our bounds. He clarified that the ordinance states any structure – it does not call out if it's your structure or not.

Mayor Ramsey stated we cannot be less restrictive.

Chief Way stated we never allow anyone to violate the State Statutes.

Mayor Ramsey asked what liability we open ourselves up to. He wondered why we would inspect – it would be their own house.

Councilmember McGlone expressed favor of sticking to State Statutes and told about an illegal hunter he had on his property. It could have been stressed that he was breaking the law.

Chief Way stated that the message he heard from the Council was to work with people. He stated he would not give any permits to hunt if he felt it wasn't safe.

Mayor Ramsey stated that the "John Enstrom issue" was there were people hunting on their own property but on the edge of his; they have small lots but they abut his much larger one.

Councilmember Tossey thought that Mr. Enstrom had an issue with the Police Department process itself.

Mayor Ramsey stated that other large property owners get a permit. He would prefer that they get a permit to hunt on their own land and they take care of granting others the right to hunt.

Chief Way stated he would prefer to know who's hunting – who's supposed to be on that property.

Mayor Ramsey stated he feels the landowner should be controlling who hunts where and when, etc.

Chief Way stated there is better control if each person has to come in to the PD for a permit.

Councilmember Tossey stated he would prefer that the landowners have the responsibility for their own land. They would have to show they have a State license first.

Chief Way stated we have to check if they have a license before we issue a permit.

Discussion ensued relating to the permit should be granted before the license in case the person doesn't get to hunt – then they spent money on a license that they can't use.

Councilmember Tossey suggested maybe putting a disclaimer on the permit that says a license is also necessary.

Mayor Ramsey and Councilmember Elvig agreed with Councilmember Tossey about a disclaimer.

Chief Way summarized the direction: Do not be concerned about hunting licenses and to place a disclaimer on the permit. He inquired if Council is still interested in the individual hunting applications.

Councilmember Tossey felt that \$5 is too cheap when you consider an officer's time.

Mayor Ramsey stated to let the landowner come in and get a permit and then he didn't care how many hunted. That way the landowner is responsible for everyone on his property – the City is not involved. He added that the other option is to go by the State Statutes and the Police would be completely out of it – no permits at all.

Chief Way stated that would not be his preference.

Mayor Ramsey stated he does not like the idea of making these people come in and fill out paperwork – it's a waste of time – he would prefer it all be up to the landowner and the City does not have to worry about it. We are interested in safety but the landowners should be responsible.

Councilmember Elvig felt that we will have people hunt in backyards and there's an element of safety we have to check out.

Councilmember McGlone commented that hunting is a regulated activity for safety. At what point are we wasting our time – just go back to the state law and live with it.

Councilmember Backous stated that when it comes to people with firearms in City limits, he is all for the Police Department having as much information as possible. Each hunter having a permit is not too much to ask.

Councilmember Elvig suggested that is a “gift” we are giving the people.

Mayor Ramsey felt that the large landowner’s rights have been taken away. They meet the State guidelines of where they can hunt or not. Because we feel we have to have a firearm ordinance, you are taking away the landowner’s rights.

Councilmember Tossey suggested going by State guidelines and if they are in violation – tag them. Let’s just be done with it.

Mayor Ramsey stated that then we do have an issue with the Chief – he is not happy because he does not know where people are hunting.

Councilmember Tossey suggested to just scrap the firearms ordinance and go by State Statutes alone. Most hunters are responsible and they want to follow the law. Landowners will be responsible for their own land.

Councilmember Backous stated we are not talking about the John Enstroms – we are talking about smaller lots. We are not in Nowthen – we are in Ramsey – this is part of growing up.

Chief Way commented, “it’s not broke – it’s working well.

Councilmember Elvig agreed it’s not broken except for a couple of people complaining.

Mr. Ulrich asked if it would help to have a larger threshold on the land.

Councilmember Jeffrey stated he did not want to create an exception for one or two people who complain.

Councilmember Tossey wondered if the DNR requires any kind of landowner permits as well and that he would like clarification on the structure portion.

Councilmember McGlone suggested to just enforce State law.

Mayor Ramsey stated we do not need to change anything other than requirements for license. We should get a legal opinion on whether we can even let this type of hunting go on.

Chief Way stated, for clarification on the structure, your own structure does count so you would have to be 300 feet away from your own. He added that a portapotty is even considered a

structure – and the ordinance says 300 feet from any structure – so that’s what he goes by. All we are doing is opening up for legal hunting – we are following State Statutes.

Consensus of the Council was to leave it as is but they do not have to first show their hunting license.

3) Consider Use of 2011 QCTV Capital Funds for Technology Upgrades

Deputy City Administrator Nelson stated that as part of the 2011 budget process, the Quad Cities Cable Commission allocated \$30,000 to each member city for the purpose of technology related equipment or applications. The Commissioners for each city are required to request the funding from the Commission on behalf of the member city. Historically the Commission has kept these dollars but they are doing pretty well so the decision was made to allow the cities to get the \$30,000 back and use it for technology upgrades. She stated that staff is proposing the following items: A ceiling mounted projector for The COR Room, which would include potential relocation of ceiling mount lighting at an estimated cost of \$3,000; a wall mounted white board for the Lake Itasca Room to improve clarity of images on the white board at an estimated cost \$4,000; an upgrade of the scanner for the Building Division for scanning of documents at an estimated cost of \$6,000; and a Citizen Request Management Application at an estimated cost of \$5,000. Ms. Nelson explained that this is a system that interfaces with the City’s website and explained the process. Staff is seeking input from the Council with regard to other technology improvements desired by the Council.

Mayor Ramsey suggested using the white board to project on the smart board – there would be no cost to that.

Discussion ensued relating to that idea.

Ms. Nelson stated that she thought we wanted a wall mount one.

Councilmember Jeffrey stated that we may be looking at \$5,000 instead of \$4,000 as getting a real “Smart Board” is more compatible.

Mr. Ulrich stated that Chief Way indicated he would like a piece of equipment like this in the Alexander Ramsey Room.

Councilmember Elvig asked if we could sell our old scanner.

Ms. Nelson replied that it’s pretty tired but that she would check into that.

Councilmember Elvig stated that the \$30,000 is for 2011 – he did not mind saying “go” on these items but he would rather hang on to the rest of the money – maybe keep \$10,000 - \$15,000.

Councilmember Backous inquired where the \$30,000 came from to which Ms. Nelson replied it came from fees – paid by Comcast, etc. Councilmember Backous stated he feels better about spending the money knowing it was not originally paid in by the City/residents. Councilmember Tossey stated he too, was pleased to know this had no public funding.

Councilmember Jeffrey stated that if \$30,000 is set aside for Ramsey, can we go back for the rest of it if we do not use it all at this time or is it a one-time shot.

Mayor Ramsey stated we will ask for our \$30,000 and put it in an account for technology.

Councilmember McGlone stated he would advocate spending all the money. We need to get all our boards and commissioners off paper. We should do what it takes to make that happen.

Mayor Ramsey stated he is not interested in buying all the Commission members laptops.

Mr. Ulrich suggested maybe computers to use at the dais could be purchased.

Councilmember Jeffrey stated he just wants to make sure we do not get too much for Dean Busch to take care of.

Councilmember Backous inquired if Ms. Nelson was asking for Council to prioritize this list.

Ms. Nelson stated that if the desire is to save money from QCTV, we will bring back a refined list for the Council.

Mayor Ramsey stated he is in favor of all these projects and finding out what we need for the Boards and Commissions.

Councilmember McGlone suggesting auditing ourselves – see what each department needs. He wanted to have something to show to the public for this money.

Councilmember Elvig stated that is a grand idea – we have talked about some form of a library.

Councilmember Backous stated that if we do get some new flashy technology, we could educate people that this came from their cable bill, etc.

Mayor Ramsey stated that technically we could use it to cut that dais down. That would actually help QCTV.

Consensus of the Council was to request the \$30,000.

Mayor Ramsey stated he would advocate getting these four pieces of equipment and putting the rest of the money aside and looking at what it would cost to bring in a citizen kiosk and to get the Boards and Commissions paperless.

Councilmember Backous stated he loves the idea of a citizen kiosk.

Council agreed with Mayor Ramsey.

4) Consider Community and Business Event Participation

Deputy City Administrator Nelson stated there are a number of key events that take place in a year that the Council and staff receive invitations for. There are various galas and golf events in support of community and business organizations. The City's Discretionary Expenditures Policy requires that annually, the City Administrator review upcoming events and discuss attendance by the Council and staff. Additionally, the policy states that annually the City will establish a maximum amount for community and business relation expenses. The following events are anticipated for 2011: Anoka Area Chamber Gala and Boy Scout Breakfast in February, Mayors Prayer Breakfast in March, Mercy Unity Foundation Crystal Ball in April, various golf events May through September which include Anoka Area Chamber, Anoka/Ramsey Rotary, Anoka Technical College, Bridge Link, Golfin' for Kids, Mercy & Unity Hospitals, Ramsey Lions, North Metro Mayors Association. She stated there is about \$1,900 allocated for these types of events. The EDA budgets separately for different golf events.

Councilmember Jeffrey felt the list was fairly complete.

Mayor Ramsey stated there are a couple he would not go to and questioned if the Crystal Ball would really benefit Ramsey.

Councilmember Elvig stated the benefit would be for the community hospital. He talked about the cardiac wing and how it's great that this hospital is so close to our own community.

City Administrator Ulrich commented that when the City was "courting" Allina, there was a good reason to have a showing there.

Councilmember Elvig stated that to have a quality local hospital is a big deal.

Ms. Nelson stated that the Anoka Area Chamber Gala is coming up at the end of the month and it is \$125 for two people to attend. The policy says we pay for staff but not a guest. The Boy Scout breakfast – they are always looking for a table captain. The Mayors Prayer Breakfast – we have always brought a few people to that. The Alexandra House Gala is quite spendy.

Mayor Ramsey stated that the City has given the Alexandra House money for years.

Councilmember Backous stated he would like to go to the Anoka Area Chamber Gala. Councilmember Jeffrey stated he would be attending the gala as a representative of the college. Councilmember Elvig stated he has gone to all of these on his own dime.

Councilmember Backous and Councilmember Tossey expressed interest in attending the Mayors Prayer Breakfast.

Councilmember McGlone stated he would like to attend the Chamber Gala.

Councilmember Elvig stated he would like to do the Boy Scout Breakfast and the Mayors Prayer Breakfast to which Councilmember McGlone stated he would too.

Councilmember Elvig stated he would attend the Mercy/Unity Crystal Ball and the Alexandra House event.

Consensus was that the City should purchase a table for the Boy Scout Breakfast as well as for the Mayors Prayer Breakfast.

Mayor Ramsey didn't feel it was necessary to golf in the Golfin' for Kids (different County) tournament but he felt it was important to have a presence at the rest of them. He suggested adding Golfing for Groceries, which is sponsored by Village Bank. He stated that everyone will have to respond if they want to play or not.

5) Review Proposals for Legislative Consultant Services

City Administrator Ulrich stated that the Council recently approved a consulting services agreement with The Tinklenberg Group for \$6,000 for Federal and \$18,000 for State lobbying efforts. We got into the governor's bonding request and our goal is to keep that in there. There was somewhat of an interest to see someone on the Republican side. He noted that he solicited four proposals and discussed them briefly. The prices range from \$12,000 up to \$24,000. He noted that Tinklenberg works well with both Republicans and Democrats. He added that we are working with Abeler and Jungbauer and they will monitor the capitol bonding bill. Senator Jungbauer thinks there probably will be one but it will be later in the session – after the resolution of some of these bigger items. In summary, Councilmembers want to be active and that has worked well. He stated he believes it is covered enough. He feels it is not worth spending more money.

Consensus was to back off these proposals and move forward like we have been doing.

ADJOURNMENT

Motion by Councilmember Tossey and seconded by Councilmember Backous to adjourn the work session.

All voted in favor.

The Council work session adjourned at 7:50 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Minutes drafted by Jo Thieling, City Clerk

CC Regular Session

Item #: 5.6.

Date: 03/22/2011

By: Amy Dietl
Administrative Services

Information

Title:

Approve Anoka County Connectivity Services Agreement for Broadband Services

Background:

As per the discussion at the 3/15/11 City Council work session, the City of Ramsey will enter into a service agreement with Anoka County for broadband services. This agreement was presented by Project Manager David Minke and County Commission Kordiak at the work session meeting. After final attorney review, there could be minor language changes to the service agreement; however, there will be no changes to cost, location sites, etc.

Observations:

This agreement is subject to City Attorney final review prior to execution.

Recommendation:

Approve Connectivity Services Agreement for Broadband Services as per discussed.

Council Action:

Motion to approve connectivity services agreement.

Attachments

[Service Agreement for Broadband Services](#)

Form Review

Inbox

Heidi Nelson

Kurt Ulrich

Form Started By: Amy Dietl

Final Approval Date: 03/21/2011

Reviewed By

Heidi Nelson

Amy Dietl

Date

03/21/2011 12:46 PM

03/21/2011 12:56 PM

Started On: 03/21/2011 11:23 AM

**Connectivity Services Agreement
With Community Anchor Institution(s)
For Broadband Services
At Co-location Service Site(s)**

This Agreement, entered into by and between:

1. **COUNTY of Anoka** (Anoka County), 2100 Third Avenue North, Anoka, Minnesota 55303; and
2. _____, (Entity), _____, _____, Minnesota, 55____.

WHEREAS, ZAYO Bandwidth LLC (ZAYO) was recently awarded a grant from the National Telecommunications and Information Administration (NTIA) which is to be combined with matching funds from ZAYO and Anoka County to build a fiber optic network in Anoka County to provide high-speed broadband services to Community Anchor Institutions; and

WHEREAS, Anoka County has recently entered into a Master Fiber Indefeasible Right of Use (IRU) Agreement and a Wholesale Master Service Agreement with ZAYO in order to facilitate the purposes of the grant obtained by ZAYO; and

WHEREAS, Anoka County and ZAYO have identified multiple Community Anchor Institutions to be connected by the Core Backbone and Distribution Network which will comprise the fiber optic network; and

WHEREAS, Anoka County desires to arrange for co-location service sites at various Community Anchor Institutions which have been identified for the purposes of building the fiber-optic network; and

WHEREAS, Connectivity Services will become available to each of the Community Anchor Institutions at the co-location service sites as a result of the fiber-optic network built by Anoka County and ZAYO; and

WHEREAS, the Community Anchor Institutions will have the option of accepting Connectivity Services initially, or allowing the equipment to be installed and reserving the acceptance of Connectivity Services until a later time; and

WHEREAS, Entity is a community anchor institution which owns, leases, controls, rents or administers a designated co-location service site; and

WHEREAS, it is in the interest of Entity to work together with Anoka County to facilitate ZAYO in building the fiber optic network.

NOW, THEREFORE, the parties hereto agree as follows:

I. DEFINITIONS

That the parties agree the following definitions for terms used in this Agreement:

- a) Community Anchor Institutions: quasi-government, government, educational and public safety institutions.
- b) Co-location service sites: designated physical sites located in various Community Anchor Institutions located in and around Anoka County. (See Attachment A.)
- c) ZAYO System: an integrated multi-cable, multi-ring fiber optic communication system comprised of cables and ducts, lateral connections, and the manholes and handholds locates therein, and related equipment required to provide Connectivity Services as provided through the NTIA grant.
- d) Connectivity Services: As described in Article V.
- e) Underlying Rights: all deeds, IRUs, (exclusive or non-exclusive) easements, rights-of-way agreements, licenses, grants, contracts and other rights, titles and interests to use real property of any third person, which are reasonably necessary for the construction, placement, location, installation, operation, use, IRU, rental, maintenance, repair or replacement by ZAYO or Anoka County, as the case may be, of the ZAYO System, Ducts, County Equipment, Cable or County Dark Fibers.
- f) IRU: Indefeasible Right of Use.
- g) Equipment: electronics, optronics, and other devices as necessary to deliver the Connectivity Services.
- h) Permitted use: Connectivity services shall only be used by Community Anchor Institutions for quasi-governmental, governmental, educational or public safety purposes and shall not be used to directly or indirectly compete with ZAYO.
- i) ZAYO Staff: Employees, consultants, and other sub-contractors working under the direction of ZAYO to install and support the ZAYO System.

II. SCOPE OF SERVICES

A. Anoka County will provide, through its contract with ZAYO, Connectivity Services to Entity through the fiber optic network built by ZAYO. Once the fiber optic network is built and the system is installed in the various co-location service sites,

Anoka County, through its agreement with ZAYO, its successors and/or assigns, will provide ongoing support for the provision of Connectivity Services to Entity. Only site locations identified with fee amounts on Attachment A will receive Connectivity Services. Any mutually agreed changes to Connectivity Services will require a modification to Attachment A pursuant to section XII.

B. Entity shall provide space for a co-location service site where ZAYO, on behalf of Anoka County, can install equipment to be connected to the ZAYO system in order to build the Fiber Optic network. Entity shall provide Underlying Rights to the co-location site to Anoka County for the purpose of building the Fiber Optic network to the point of demarcation.

C. Nothing in this agreement affects Entity's cable franchising authority.

III. COSTS AND COMPENSATION

A. A. To the extent that Connectivity Services are used by Entity, Entity will pay Anoka County a monthly fee as detailed in Attachment A. Fees reflect the actual costs to provide the Connectivity Services. For entities receiving connectivity services, the initial fee is established at \$75.00 per month per site for 100 mbps and \$400.00 per month per site for 1 gbps. Fees will be periodically reviewed to reflect current costs, but will not be modified without the agreement of both parties. Initially the fees will primarily be used to pay the proportionate share of the county's match to the project. Once the proportionate share of this match is recovered, it is expected the fee amount will decrease if other factors remain constant. Fees will be invoiced starting the month following when Connectivity Services begin. Entity will provide payment within 30 days of receipt of an invoice. Nonpayment shall be grounds for default.

B. Entity shall not charge Anoka County, or ZAYO through Anoka County, for the Underlying Rights in the co-location site used by Anoka County and ZAYO to build the Fiber Optic Network. Additionally, Entity shall not charge rent, access fees, lease payments, or any other fee to Anoka County or ZAYO for the co-location space provided for the installation and housing of Equipment provided for connectivity service for Entity.

IV. PHYSICAL ACCESS TO CO-LOCATION SITE

A. Entity shall provide co-location space at co-location service sites indicated on Attachment A where ZAYO, on behalf of Anoka County, can install Equipment to provide services. Security shall be maintained at the site as indicated in Attachment B. Entity shall provide adequate power and temperature control as may be further detailed on the service order Attachment B. Entity shall provide all Underlying Rights and rights of access necessary for ZAYO to enter the premises and to construct and maintain fiber connections across the co-location service site whether the site is owned, leased, rented or administered by Entity.

B. ZAYO, on behalf of Anoka County, shall provide, install, maintain, repair, operate and control its Equipment, as necessary. Unless specifically provided in Attachment A, there shall be no cost to Entity for the purchase and/ or installation of the ZAYO Equipment. Any ZAYO Equipment shall be maintained and replaced at no expense to Entity until the earlier of August 17, 2017, or this contract is otherwise terminated. Thereafter, if the ZAYO Equipment deteriorates, or no longer supports the provisioning of services, Entity agrees that it shall pay the prorata costs incurred in the replacement of such ZAYO Equipment.

C. ZAYO, through Anoka County, may request permission to place additional ZAYO Equipment at the co-location service site identified in Attachment A to solely service commercial customers. If Entity elects to allow such installation for commercial service at the co-location service site, ZAYO shall pay to Entity \$250 per month for the first device, and \$100 per month for each additional device. No co-location fees will apply if ZAYO Equipment used to provide services to Entity and to Anoka County if such ZAYO Equipment is also used to serve a commercial customer.

D. The ZAYO Equipment shall remain the sole and exclusive property of ZAYO, and nothing contained herein shall give or convey to Entity any right, title or interest whatsoever in the ZAYO Equipment. The ZAYO Equipment shall remain personal property, notwithstanding that it may be or become attached to, or embedded in, realty. The ZAYO Equipment shall not be considered a fixture of that real property.

Neither Anoka County nor Entity shall tamper with, remove or conceal any identifying plates, tags, or labels identifying ZAYO's ownership interest in the ZAYO Equipment.

E. Equipment and service beyond the point of demarcation and/or interconnection between ZAYO's facilities and Entity terminal Equipment and the wiring at the point of demarcation shall be the responsibility of the Entity.

F. Entity shall provide access to ZAYO on behalf of Anoka County to provide services for purposes of installation, maintenance and repair of ZAYO Equipment. ZAYO, on behalf of Anoka County, shall restrict access to the co-location site space to authorized ZAYO staff. ZAYO staff shall abide by any physical security requirements provided to ZAYO in writing. ZAYO shall make reasonable attempts to provide at least two days notice prior to entering the co-location site to install, maintain, or repair any of the ZAYO Equipment. If it is not reasonably possible to provide such notice, or in an emergency, ZAYO shall provide notice as soon as practicable, but in all events prior to entering the co-location site. See Attachments B and D.

G. If Entity provides its own Equipment, Anoka County, or ZAYO on Anoka County's behalf, shall have no obligation to install maintain or repair the Equipment. If, on responding to an Entity initiated service call, Anoka County, ZAYO and Entity jointly determine that the cause of the service delinquency was a failure, malfunction or the inadequacy of Entity's Equipment, Entity shall compensate Anoka County/ZAYO for ZAYO's actual time and materials expended during the service call.

H. Neither party shall adjust, align, attempt to repair, relocate or remove the other party's Equipment, or ZAYO's Equipment, except as expressly authorized in writing by the other party or ZAYO.

I. Prior to any installation of the SYSTEM, ZAYO will submit to Entity entrance and construction plans specifying the location, construction and method of installation related to the System. Entity shall respond to the plans with any objections as soon as reasonably possible, but in any event no later than 60 days. Entity shall immediately provide notice to ZAYO of known asbestos or other hazardous substances, pollutants or contaminants as defined by the Comprehensive Environmental Response

Compensation and Liability Act (CERCLA), Title 42, U.S. Code, or similar state or federal law.

J. Entity shall provide to Anoka County 24-hour contact information for the purpose of gaining co-location service site access. This information shall be used for both business hour and non-business hour services access. Entity will review and update the information provided as needed, but at least on an annual basis. See Attachment D.

K. Entity shall not arbitrarily or capriciously require ZAYO to relocate ZAYO Equipment. However, upon ninety (90) days written notice, or, in the event of any emergency, Entity may require ZAYO to relocate co-located ZAYO Equipment; provided, however, the site of relocations shall afford comparable environmental conditions for the ZAYO Equipment and a comparable accessibility to the ZAYO Equipment.

V. CONNECTIVITY SERVICE LEVEL REQUIREMENTS

A. Anoka County, through its agreement with ZAYO, shall provide Connectivity Services to Entity at the capacity level indicated in Attachment A. Any upgrades to service will be dependent on costs of Equipment, fees to ZAYO, capacity limitations of the network, and other relevant factors. Entity recognizes that the network has a total bandwidth of 10GB on the core ring and 1GB on distribution rings and distribution laterals. This total capacity is shared among other Community Anchor Institutions which are part of this project. Entity agrees to work with Anoka County to manage bandwidth and equitably resolve capacity issues on the network.

B. Dark fibers will be installed at each co-location service site as indicated in Attachment A. These dark fibers will be terminated at the site and are reserved for future use. This agreement neither contemplates nor conveys to Entity present or future rights to the use of the dark fiber. Any future use will be by a separate agreement and at an additional cost.

C. Entity may use the network only to provide service to itself, and agencies and departments of the Entity in keeping with the Permitted Uses of this Agreement.

D. Transport Availability: The transport services being provided will meet or exceed 99.999% network availability for protected optical service, 99.99% for protected TDM based services such as DS3s and DS1s and 99.9% for unprotected services as measured on a monthly basis. If Network Availability is below the percentage above in two out of the three preceding calendar months not due to an Excused Outage, the same shall constitute an event of default hereunder.

E. Ethernet Availability: The Ethernet Services being provided will meet or exceed 99.9% network availability for unprotected service and 99.95% for protected service as measured on a monthly basis. If Network Availability is below 99.9% for unprotected circuits and 99.95% for protected circuits in two out of the three preceding calendar months not due to an Excused Outage, the same shall constitute an event of default hereunder.

F. Mean Time To Repair (MTTR): ZAYO's MTTR will be four hours for protected services and eight hours for unprotected services as measured on a monthly basis for outages of the services provided or any part of the services provided; for example an individual DS3 or group of DS3s. If ZAYO's MTTR for all protected services is greater than four hours in two out of the three preceding months not due to a Force Majeure Event such occurrence shall constitute an Event of Default on the part of ZAYO, on behalf of Anoka County, for the affected circuit.

VI. TERM

This Agreement will be for a period commencing on the date of signing by both parties, and continuing until August 16, 2015 (Initial Term), with up to a total of three (3) renewal periods of additional five (5) years terms (Renewal Terms) upon written amendment. Both parties shall provide written notice of intent to renew this agreement not less than one hundred eighty days (180) before the end of the Initial Term or Renewal Term. For purposes of this agreement, written notices shall be sent to the addresses of each of the Parties as indicated above. Upon the termination or expiration

of this Agreement, Anoka County shall have no further obligation to provide Services and no further liability to Entity. Upon termination or expiration of this agreement, ZAYO shall be provided a reasonable opportunity to retrieve its equipment from the co-location service site(s). Any underlying rights granted by the Entity under this Agreement shall terminate or expire with the Agreement without need for further action or notice by any party.

VII. INDEMNIFICATION

To the extent permitted by law, each party shall indemnify, defend and hold harmless the other party, its commissioners, council members, school board members, superintendents, directors, officers, employees and agents, successors and assigns, from all damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, sustained in any action commenced by any third party in connection with the indemnifying party's performance of its obligations and duties under this Agreement except those damages, costs, expenses, and liabilities arising from the negligence or willful misconduct of the other party. The indemnified party shall promptly notify the other party in writing of any such law suit or claim.

Under no circumstances shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466, or any similar statutory limits on tort liability.

VIII. INSURANCE

During the Initial Term, and during each renewal term, each party shall obtain and maintain not less than the insurance set forth in Attachment C.

IX. LIABILITY AND LIMITATIONS OF LIABILITY

A. Entity shall be liable for any loss of or damage to the ZAYO Equipment at the co-location site caused by Entity's negligence, intentional acts, willful misconduct or unauthorized maintenance subject to statutory limits. Entity shall reimburse Anoka County on behalf of ZAYO for the reasonable cost of repair of the ZAYO Equipment, or

the replacement thereof, within thirty (30) days after receipt by Entity of a written request for reimbursement.

B. Anoka County shall be liable for any loss of or damage to Entity's equipment caused by Anoka County or ZAYO's negligence, intentional act, willful misconduct or unauthorized maintenance. Anoka County shall reimburse Entity for the reasonable cost of repair of the equipment, or the replacement thereof, within thirty (30) days after a written request for reimbursement and ZAYO has reimbursed Anoka County for the loss or damage pursuant to Anoka County's Agreement with ZAYO. Anoka will make reasonable effort to pursue reimbursement on the Entity's behalf.

C. Anoka County shall not be liable for delays in installation, commencement or restoration of the service; for any temporary or permanent cessation of service; for errors, malfunctions, delays or defects in transmission of the service; for loss or damage occasioned by a Force Majeure Event. Anoka County's liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall in no event exceed: 1) an amount equivalent to the proportionate charge by Anoka County to Entity for the period of service affected, or 2) if applicable, the replacement value of any Entity equipment which is lost or damaged as a result of Anoka County's gross negligence or willful misconduct.

D. ANOKA COUNTY NEITHER ASSUMES NOR MAKES ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, EXCEPT AS SET FORTH IN THIS AGREEMENT. SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

X. FORCE MAJEURE

Neither party individually and Anoka County on behalf of ZAYO shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or

request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each a “Force Majeure event”). The party claiming relief under this section shall notify the other party of the occurrence or existence of the Force Majeure event and of the termination of such event. In the event Anoka County through ZAYO is unable to deliver services as a result of a Force Majeure event which precludes ZAYO from performing, the other party shall not be obligated to pay for the services so affected for as long as ZAYO is unable to deliver the Services.

XI. COMPLIANCE WITH LAWS

In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the Parties to terminate this Agreement immediately upon delivery of written notice of termination.

XII. MODIFICATIONS

Any material alterations, modifications, amendments, or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

XIII. DATA PRIVACY

In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, the parties agree to abide by all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota Government Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration.

All data created, collected, received, stored, used, maintained, or disseminated by the parties in performing this Agreement is also subject to the provisions of Minn. Stat. § 13 et. seq. (the Minnesota Government Data Practices Act) and, pursuant to that statute, the parties must comply with the requirements of that statute. All remedies set forth in Minn. Stat. § 13.08 shall also apply to the parties.

XIV. EARLY TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, upon One Hundred Eighty (180) days written notice delivered by mail or in person. If notices are delivered by mail, they shall be effective two days after mailing.

XV. DEFAULT AND REMEDY

A. Default by Entity: Entity is in default of the agreement if Entity:

1) is more than 15 days past due in paying for services as agreed in this Agreement, or any invoice pursuant to its terms, excluding those amounts which Entity has notified Anoka County as reasonably being in dispute; or

2) materially fails to observe or perform any non-monetary obligation or covenant hereunder; or

3) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or similar law; or

4) violates the permitted uses.

In the event of default by Entity, notification of Default shall be sent to the address provided below in Section XVI. Entity shall have five days to cure a monetary breach, or thirty days to cure a non-monetary breach. If the Default remains uncured, Anoka County may suspend services until Entity remedies the Default, terminate or suspend services under this agreement and/or the applicable services being provided under the service order.

If Anoka County terminates this Agreement pursuant to this article of the Agreement, Anoka County shall have the right to seek full payment for amounts due for services rendered prior to the date of termination.

B. Anoka County shall be in default under this Agreement if it:

1) fails to arrange for ZAYO to provide the services in accordance with the Service Order (see Exhibit E) or otherwise fails to cure any breach of the Agreement after receiving written notice of default from Entity; or

2) defaults on its agreement with ZAYO and does not cure said default within five days for a monetary breach or thirty days of a non-monetary breach of that agreement: or

3) fails to notify Entity of default by ZAYO within five days of said Default, or fails to notify Entity that ZAYO has alleged that Anoka County is in Default, within five days of receipt of notification from ZAYO.

Notification of Default by Anoka County shall be sent to the address provided below in Section XVI. Anoka County shall have five days to cure a monetary breach and thirty days to cure an non-monetary breach of the agreement.

If Anoka County is caused to be in default of this agreement by the breach of ZAYO, Anoka County shall notify ZAYO in writing and allow ZAYO thirty days to cure, or such longer period of time as may be reasonably necessary to cure as long as the cure is initiated and diligently pursued within such thirty days or provide notice of a dispute about the existence such default. However, Entity and Anoka County may terminate this agreement upon written notice if ZAYO causes Anoka County to default by not meeting the terms of Article V. CONNECTIVITY SERVICE LEVEL REQUIREMENTS as noted above.

XVI. NOTICES

Notices shall be sent to the parties at the following:

Anoka County:

Information Technology Director
Anoka County Government Center
Information Technology Department
2100 Third Avenue North Ste. 300
Anoka, Minnesota 55303

Entity:

_____, Minnesota 55____

XVII. AFFIRMATIVE ACTION

In accordance with Anoka County’s Affirmative Action Policy and the County Commissioners’ policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.

XVIII. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

The representations, warranties, covenants, and agreements of the parties under this Agreement, and the remedies of either party for the breach of such representations, warranties, covenants, and agreement by the other party shall survive the execution and term of this Agreement.

XIX. WAIVER.

The waiver of any of the rights and/or remedies arising under the terms of the Agreement on any one occasion by any party hereto shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of the Agreement. The rights and remedies provided or referred to under the terms of the Agreement are cumulative and not mutually exclusive.

XX. GOVERNING LAW.

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota, excluding the State of Minnesota's choice of law provisions. Jurisdiction and venue shall reside in the County of Anoka, Minnesota.

XXI. SEVERABILITY.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

XXII. NO RIGHTS OF THIRD PARTIES.

Except for specific provisions as related to ZAYO acting through the auspices of Anoka County, nothing in this Agreement is intended to confer any rights or remedies on other than the parties to the Agreement

XXIII. ATTACHMENTS AND EXHIBITS.

The following Exhibits are attached to this agreement and are incorporated into this agreement by reference:

Attachment A: Capacity and costs for each co-location service site

Attachment B: Co-location service site requirements

Attachment C: Insurance Requirements

Attachment D: Building Access Contact Information

Attachment E: Service Order Form

Attachment F: Frequently Asked Questions (FAQ)

The following Attachments are included for reference in this agreement and are informational exhibits, but do not confer any rights onto the Entity unless also specifically included in this agreement:

Attachment G: Wholesale Master Service Agreement, Anoka County Contract #2010-0239. This is a separate document in a pdf format.

Attachment H: Master Fiber IRU by and between ZAYO BANDWIDTH, LLC and Anoka County, Minnesota dated August 17, 2010. This is a separate document in a pdf format. (This exhibit does not include 20 pages of photographic exhibits which are included in the original, and are available to Entities on request.)

XXIV. AUDIT, DISCLOSURE AND RETENTION OF RECORDS

Both parties agree to make available to duly authorized representatives of the other and of the State of Minnesota, for the purpose of audit examination pursuant to Minn. Stat. § 16C.05, any books, documents, papers, and records of the party that are pertinent to the provision of services hereunder. Both parties further agree to maintain all such required records for six (6) years after receipt of final payment and the closing of all other related matters.

XXV. INDEPENDENT CONTRACTOR

A. Anoka County has entered into a separate contract with ZAYO for the construction of the ZAYO system/fiber optic network. See informational Exhibits G and H. ZAYO remains an independent contractor, however, and neither that agreement nor this one creates a partnership, joint venture or agency relationship between Zayo or the County. Anoka County has no authority to bind ZAYO beyond the obligations and responsibilities of those contracts.

B. It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the County to the Entity is that of an independent contractor and not an employee or agent of the Entity.

C. It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the Entity to the County is that of an independent contractor and not an employee or agent of the County.

XXVI. ENTIRE AGREEMENT

It is understood and agreed by the parties that the entire agreements of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Anoka County and Entity relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above, notwithstanding the date of the signatures of the parties..

ANOKA COUNTY

_____ **MINNESOTA**

By: _____
Rhonda Sivarajah, Chair
County Board of Commissioners

By: _____

Dated: _____

Dated: _____

ATTEST

ATTEST

By: _____
Terry L. Johnson
County Administrator

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Kathryn M. Timm
Assistant County Attorney

By: _____

Dated: _____

Dated: _____

Attachments

Attachment A: Capacity and costs for each co-location service site

Attachment B: Co-location service site requirements

Attachment C: Insurance Requirements

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¹ *Note Bene*, the MSA has two attachments which will be amended, but have not been so at the time of this writing. The list of 145 co-location sites has been altered since the MSA was signed on August 17, 2010. Once the final sites are approved by the NTIA, this attachment will be amended. Additionally, there is an attachment which details minimum power requirements at the co-locations site of 48 volts DC. The County and Zayo verbally agreed that these requirements will be changed to standard 110 AC. This verbal agreement has not been reduced to writing as of the date of this writing, but is expected shortly.

ATTACHMENT A

Capacity and Costs for Co-location Sites

1. Entity Name: _____ **MINNESOTA**

2. Entity Contact Information:

Principal Contact:

Name: _____
Position: _____
Office Phone: _____ () _____
Cell Phone: _____ () _____
Home Phone: _____ () _____
Pager: _____ () _____
Email: _____

Secondary Contact:

Name: _____
Position: _____
Office Phone: _____ () _____
Cell Phone: _____ () _____
Home Phone: _____ () _____
Pager: _____ () _____
Email: _____

Billing Contact:

Name: _____
Position: _____
Office Phone: _____ () _____
Cell Phone: _____ () _____
Home Phone: _____ () _____
Pager: _____ () _____
Email: _____

3. Following are the site locations included for equipment co-location:

Site #	Location	Address	City	Service Capacity	Monthly Costs
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Attachment B

Co-Location Service Site requirements

A. Security Requirements.

Entity shall provide best practices physical security to the co-location service site in the form of traditional lock service, key card, numeric access code, or electronic security system equal to that which Entity provides for its own assets. Keys, key cards, numeric access codes and the electronic security systems shall be maintained according to industry standards. Entity shall take all reasonable precautions to ensure the integrity of the security of the co-location service site. Anoka County shall make reasonable efforts to ensure that its employees and agents, including ZAYO, follow all written instructions at the co-location site as provided by the Entity.

B. Temperature and Environmental Control Requirements.

Space provided to ZAYO for the housing of the ZAYO system and equipment in the co-location service site shall meet industry standards for temperature controls, humidity, lighting, and protection from power surges and outages. Entity shall ensure that the co-location service site temperature remains in a constant range between 68°F and 83°F, and humidity remains in a constant range of 40%--60%. Entity shall use best efforts to implement a protection plan ensuring that the ZAYO System remains functional in the event of a power outage or similar emergency.

C. Environmental Space Requirements.

Entity shall provide sufficient cubic space for the installation of the ZAYO system and equipment in a secure area. ZAYO shall provide the space specifications for each co-location service site directly to Entity. Entity shall ensure that the space provided to ZAYO for the installation of the ZAYO System and equipment will also include sufficient space for ZAYO to access the equipment for repairs, maintenance and upgrades. The space will be convenient to the demarcation point, and will include any necessary space to install cable, conduit, fiber, and or circuitry from the demarcation point to the equipment.

Attachment C

Insurance Requirements

Insurance Limits. During the Term, each party shall obtain and maintain not less than the insurance set forth below:

Worker's Compensation:

Statutory limits.

Automobile Liability Insurance:

Such policy coverage will include coverage for all vehicles owned, hired, non-hired, non-owned and borrowed by the party in the performance of the obligations covered under this agreement: Combined single limit: \$1,000,000.00

Commercial General Liability and /or Umbrella Liability:

All liability insurance must meet the requirements of Minn. Stat § 466.04 subdivision 1 (a) (3) or \$500,000.00, minimum liability for claims of death by wrongful act or omission and \$500,000.00 to any claimant in any other case, whichever is greater.

All liability insurance must meet the requirements of Minn. Stat. § 466.04 Subdivision 1 (a) (7) or \$1, 500,000.00 minimum liability for any number of claims arising out of a single occurrence, whichever is greater.

All umbrella insurance must meet the requirements of Minn. Stat. §466.04 Subd. 1(a) (8). Umbrella insurance coverage must be on a "follow-form" basis.

The above minimum requirements as to insurance coverage shall not limit the liability of either party under this agreement. The above limits may be satisfied using a combination of primary and excess coverage, self insurance as provided by Minn. Stat. § 471.981.

Each Party shall obtain and maintain the insurance policies required above with insurance and /or reinsurance companies authorized to insure risks in Minnesota. With the exception of Worker's Compensation, each party, its Affiliates, and their officers, directors and employees and any other person entitled to indemnification hereunder, shall be named as additional insured to the extent of such indemnification. Each Party shall provide the other party with a certificate of insurance showing that the party has complied with the insurance requirements of this Attachment. Each insurance policy shall contain a provision providing such other party with thirty days advanced notice of any cancellation or material change in coverage at which time such party will notify the other party immediately of such cancellation or material change in coverage.

Deductible/ Self Insured Retentions: All proof of insurance shall clearly set forth deductible or self insured retentions. Each Party shall be responsible for its deductible and/or self insured retentions.

ATTACHMENT D

Building Access Contact Information

Entity shall provide 24 hour, seven day a week access to ZAYO for the ZAYO System equipment housed in the Co-location service site for the purposes of maintenance, service, upgrade and repairs of the equipment and system. Such access will include the name and contact information of co-location site key-holder for business and non-business hour access. All access shall comply with written instructions provided to ZAYO and County (see section IV.F).

Please provide contacts below.

Business Hour Contact(s) – List contacts in the order you would like them to be called. Provide a ***minimum of 2*** contacts (you may provide as many as you would like).

Contact #1

Name: _____
Position: _____
Office Phone: _____ () _____
Cell Phone: _____ () _____
Home Phone: _____ () _____
Pager: _____ () _____
Email: _____

Contact #2

Name: _____
Position: _____
Office Phone: _____ () _____
Cell Phone: _____ () _____
Home Phone: _____ () _____
Pager: _____ () _____
Email: _____

Contact #3

Name: _____
Position: _____
Office Phone: _____ () _____
Cell Phone: _____ () _____
Home Phone: _____ () _____
Pager: _____ () _____
Email: _____

Non-Business Hour Contact(s) – List contacts in the order you would like them to be called. These contacts should have keys for building access to the co-location equipment area and be available after hours. Select people you would like called in case of such emergencies as equipment failures, fiber hits, storm damage, emergency locates, etc. Provide a ***minimum of 2*** contacts (you may provide as many as you would like).

Contact #1

Name: _____
Position: _____
Office Phone: _____
Cell Phone: _____
Home Phone: _____
Pager: _____
Email: _____

Contact #2

Name: _____
Position: _____
Office Phone: _____
Cell Phone: _____
Home Phone: _____
Pager: _____
Email: _____

Contact #3

Name: _____
Position: _____
Office Phone: _____
Cell Phone: _____
Home Phone: _____
Pager: _____
Email: _____

Updates may be submitted to Anoka County IT at address provided in the Notices Section.

ATTACHMENT E

METROPOLITAN (LOCAL LOOP) NETWORK FIBER ACCEPTANCE TESTING PROCEDURES AND STANDARDS

The intent of this Exhibit is to identify the fiber acceptances testing procedures and standards used within the Zayo's metropolitan networks. Deviations from these specifications may occur if Zayo acquires a portion of the Zayo System from a third party pursuant to the Agreement.

1. All splices shall be fusion spliced. Mechanical splices are only allowed during temporary restoration and will be replaced with fusion splices.
2. After end-to-end connectivity on the fibers has been completed, bi-directional OTDR span and power meter testing will be completed. Zayo shall perform tests after the fiber cable is installed and the splicing enclosures have been completed and are in their final resting configuration with the cable vault or hand hole covers closed. This ensures that no micro or macro bending problems with the cable or fiber strands will contribute to the loss/attenuation measurements.
3. Power meter tests shall be completed to verify and insure that no fibers have been crossed at any of the splice points within the network. Zayo shall test and record power level readings on all fiber strands in both directions of transmission (bi-directionally) using the 1310 & 1550 nm wavelengths.
4. All OTDR and power meter tests shall be completed as follows:
 - a. All OTDR traces shall be taken from both ends of a section (between adjacent locations) and recorded using the 1310 nm & 1550 nm wavelength. Loss/attenuation measurements for each splice point from both directions shall be taken and recorded.
 - b. The end-to-end loss value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:
 - (1) At 1310 nm: $(0.35 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.50) + (0.15 \times \text{number of splices})$.
 - (2) At 1550 nm: $(0.25 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.50) + (0.15 \times \text{number of splices})$.
 - c. Zayo's loss/attenuation objective for each fiber optic splice is 0.15 dB when measured in one direction with an OTDR test set (excluding connector loss, which is typically 0.50 dB per mated connector pair). If after three attempts this parameter is not met, the splice will be marked as Out-Of-Spec (OOS) and the splice will remain provided the average loss/attenuation value of all splices on an individual fiber basis shall not exceed 0.15 dB for the entire ring or subsystem.
 - d. For bi-directional OTDR testing, the distance from Location "A" and Location "Z" shall be recorded for each splice point. The loss/attenuation at each splice point shall be recorded at both wavelengths (1310 nm & 1550 nm) in each direction. Zayo shall then average the two readings to obtain the final average splice loss/attenuation for each splice point of each fiber strand within the fiber optic cable.
 - e. Each fiber strand color must be recorded along with its buffer tube color or the ribbon color. The laser source transmit power level using the 1310 & 1550 nm wavelengths will always be recorded together with the receive power level reading at the receiving end of the test.
5. OTDR traces will be taken and splice loss measurements recorded. Zayo will store OTDR traces on electronic media. Loss measurements will be recorded using an industry-

accepted laser source and a power meter. Copies of all data sheets and tables as well as electronic files with all traces will be available to Lessee.

6. Following emergency restoral, Zayo personnel shall perform span test documenting end-to-end attenuation measurement of each fiber at 1310 & 1550 nm wavelengths. Upon permanent repair, new splice loss readings should be no greater than the original splice loss specifications.

ATTACHMENT F

Connect Anoka County Frequently Asked Questions

1. What is Connect Anoka County?

Connect Anoka County is the county-led effort to increase the amount of fiber optic cable in the county. The Connect Anoka County project has resulted in a partnership between Zayo Bandwidth, LLC and Anoka County. Through the partnership, Zayo Bandwidth applied for and received a National Telecommunications Information Administration (NTIA) grant paying 70 percent of the fiber construction cost and initial equipment. The grant project will construct an approximately 286 mile fiber network throughout Anoka County linking 145 governmental institutions.

2. Who owns the fiber optic cable?

The fiber optic cable that is installed as part of the grant will be owned by Zayo Bandwidth. Zayo will provide the capacity services for the governmental network and separately offer connectivity services to the private sector. The grant will also provide dark fiber strands for Anoka County use. The right to use these dark strands is conveyed to the county through a fiber Indefeasible Right to Use (IRU), which is similar to a long-term lease. Should the county decide to use the dark fiber, equipment will need to be purchased and a monthly maintenance fee paid to Zayo.

3. What are the project costs and how are they paid?

The total grant-funded project budget is \$19.1 million. Seventy percent of the costs (\$13.4 million) will be paid by the NTIA grant. The balance of the project (\$5.7 million) will be paid equally by Zayo Bandwidth and Anoka County (\$2.8 million each). The county intends to recoup a portion of the \$2.8 million match by charging the anchor institutions a proportional share based on a per connection charge.

4. What services are offered?

The project is only providing connectivity, meaning that any governmental institution will still need to have an Internet Service Provider (ISP). The county purchases its ISP service from the State of Minnesota, Office of Enterprise Technology (OET) and is in discussions with OET to expand ISP services to include cities that are a part of the project. If this option becomes available, Cities will be notified.

5. How were the 145 anchor institutions decided upon?

The agreements between Anoka County and Zayo Bandwidth specify 145 governmental and quasi-governmental anchor institutions as a part of the grant project. The list was made by asking each jurisdiction to submit a list of facilities to include in the project. As the project developed, some sites were added and others dropped at the request of the entities. NTIA will need to approve all changes.

6. Can sites be added in the future?

The agreements between Anoka County and Zayo Bandwidth limit the number of sites to 145. Any additional sites on the network will require a service request to Zayo Bandwidth. As additional governmental sites require fiber, each entity will need to conduct an analysis as to the most cost-effective way to serve the location. In some cases it may be possible to connect through one of the original 145 sites. In other cases it may be cost effective to have Zayo Bandwidth or another private company serve the facility.

7. What is the project schedule?

The project is currently underway. The environmental assessment is scheduled to be completed by spring 2011. Some connectivity service may be provided in 2011, but project completion will not be until 2012. Zayo Bandwidth is also working with road authorities to acquire the appropriate permits.

8. What are the decisions needed by my entity and when?

Thus far, entities have only been asked for good-faith non binding commitments. However, Anoka County will need to have written agreements in place with any entity that wishes to participate by April 1, 2011. Specifically, each jurisdiction will need to confirm the sites and the connection speed.

9. What are the costs to my entity?

Anoka County will charge each entity that connects a monthly fee. Any fee charged will be included in the agreement. The proposed agreement establishes a fee of \$75/month for 100 mbps service, and \$400/month for 1gbps service. Cities that do not need service immediately can elect through the agreement to have equipment placed at their facility as part of the project and then establish service during the term of the agreement. The monthly fee will not be charged until service is established. To establish service at that time or make some other change for sites that have equipment, the entity and Anoka County will need to modify Attachment A of the agreement.

10. What do I do if a business in my community asks me about service?

Zayo Group provides a full range of business products to the private sector. If you are interested in learning more, or getting information for business expos, chamber of commerce meetings, or specific businesses, the contact is Steve Kopp, Senior Account Manager, Zayo Enterprise Networks, at 952-230-4861 or steve.kopp@zayoenterprise.com, Web site www.zayo.com.

11. Who is Zayo and how were they selected for this project?

Anoka County developed a Request for Proposal (RFP) seeking a partner for the Connect Anoka County project and to submit for an NTIA grant. The county received five proposals and, after review, selected Zayo Bandwidth. Zayo Bandwidth is a part of the Zayo Group which provides telecom and bandwidth infrastructure solutions that span over 153 markets and 30 states plus the District of Columbia including over 21,000 miles of fiber optic infrastructure.

12. Will each Entity be required to provide easements without cost to Anoka County and/or Zayo?

Yes, it is contemplated that the easement will be provided without charge to get from the right of way to your facility across the private property of your facility. Entities retain authority to charge for building permits, franchises, etc. in the right of way.

13. Will physical access be required by Zayo?

The agreement contemplates that there may be specific requirements that vary from location to location. Zayo must abide by your written security requirements. For example, if you want equipment installed in a location that you do not want to give unaccompanied access to, simply state that requirement in writing. Also, you do not need to give keys, access codes, or access cards to Zayo, so presuming that you keep your facilities locked, they would not be able to enter them without someone to let them in. The access that Zayo needs to maintain your equipment is similar to other providers such as Qwest, Comcast, US Cable, etc.

14. What assurances are in place for Zayo performance?

Zayo has obligations under the agreement with the County to perform as well as NTIA grant requirements that Zayo must follow. In addition, Zayo will have an incentive to complete the fiber network so they can sell connectivity services to their commercial customers.

15. Does the County agreement with Zayo include a Performance Bond requirement?

No, there is no performance bond requirement. However, Zayo has notified the County that performance bonds will be required from Contractors that Zayo employs in the construction process.

16. What happens if Zayo goes bankrupt?

Prior to entering into an agreement with Zayo, an analysis was completed that determined that Zayo was in a healthy financial situation. If, in the future, Zayo files for bankruptcy, the outcome would be determined by the bankruptcy court. Additionally, Anoka County has an IRU in the dark fiber, there is added protection for the integrity of the network even if Zayo is no longer available to provide maintenance and support.

17. Concern was expressed with the warranty language in Section IX.D.

This type of warranty language is very typical of fiber agreements such as this. This warranty language is a pass through to the Entities of the warranties negotiated between Zayo and the County. Anoka County cannot bind Zayo to any other warranties than what is provided in the Master Service Agreement and the IRU which are attached to the agreement in Exhibits G and H.

18. How will equipment replacement be made after the expiration of the warranty on August 17, 2017?

If the equipment needs to be replaced after that time, the entity will need to pay the prorata costs for such replacement. In addition, consideration will need to be made for future maintenance of this new equipment. If the entity is not getting connectivity service, or no longer wants service, no replacement equipment at entity cost is required.

19. Will there be a forum for the entities to provide input in the future?

It is the County's intent to continue meetings with the entities. In addition, if there is interest, we could consider creating advisory committees (i.e. technical, administrative) to provide a forum for interested entities to meet more frequently.

20. Does the agreement only address the installation of equipment at the co-location site, or does it also include the construction of dark fiber to the site?

The entity needs to approve the agreement to allow the placement of equipment at the site as well as construction of the network including dark fiber to the co-location site. However, the entity may initially elect not to receive the connectivity service at a site.

21. I note the service site requirements in Attachment B (security, temperature and environmental, and space requirements). What is the size of the equipment; how much space is required, and; are there any special location requirements?

The County and Zayo staff will be conducting a review of each site location over the next couple of months. It should also be noted that the Zayo equipment will be owned and managed by Zayo. The equipment will be switches that will fit into standard racks commonly found in data closets. See #27.

22. Should additional language be included for waiver of subrogation?

No, the mutual indemnification language included in the agreement eliminates the need for any waiver of subrogation.

23. What is the point of demarcation contemplated in the Agreement? It is clear in the Agreement that the Entity is responsible for interconnection and wiring beyond the point of demarcation. Does this mean that the Entity will be required to wire to individual sites within the co-location service site?

Yes, the Entity is responsible for wiring within each co-location site. This wiring is likely the entity's existing network. See Exhibit H for definition of demarcation point.

24. What exactly will the Entity be paying for? Does the agreement contemplate the use of dark fiber, or any additional cost to add capacity in the future?

The entity is paying for connectivity which includes transport and ethernet service. The Entity will only pay if the connectivity service is used. The dark fiber will be installed with the network, but additional equipment will be required to utilize it. No specific use of the dark fiber is included in the agreement.

25. The Agreement states that the Entity will work with the County to manage bandwidth, but what does that mean?

If there are capacity issues, all the entities will need to work together to resolve them to the mutual benefit of the parties. We will also be working to monitor bandwidth utilization to identify potential problems before they impact the service.

26. Have the insurance issues been resolved so that the requirements coincide with what is currently provided through the League of Minnesota Cities?

We have made edits to the insurance language with input from the cities. Kurt Glaser, Lexington City Attorney, requested an opinion from the League of Minnesota Cities, which was received on March 2, 2011. Additional edits were made to the insurance requirements in order to comply with this opinion.

27. What are the space and environmental requirements for the Zayo Equipment?

Ideally there would be rack space (19'X72" standard steel or aluminum telecom relay rack) available for the switch of 8u or about 12 inches, with sufficient space to access the equipment for repairs, maintenance and upgrades. The space should also be convenient to the entity's demarcation point. To maintain maximum uptime, it would be best to meet the specified requirements for space and environmental conditions. However, if all specifications cannot be met, the County and Zayo will work with the entity to determine an acceptable equipment location. See #21.

28. Why isn't Zayo a party to the Connectivity Services agreement?

Some attorneys have suggested that ZAYO should be a party to this agreement. The County's agreement with ZAYO provides that the County must secure the various co-location sites, whether the properties are County owned or owned by another governmental or quasi-governmental agency. ZAYO has expressed disinterest in directly contracting with the various entities.

29. Who is responsible if Zayo damages equipment or systems belonging to a third party that are at the co-location site during installation?

This agreement does not confer any third party benefits to anyone. The agreement is between the County and the Entity, with Zayo subordinate to the County. If the entity is concerned that Zayo will not use due care regarding a third party's equipment located at the co-location site, then the Entity should limit ZAYO's access to third party property.

30. We are not clear on the meaning of certain terms, such as Demarcation Point, Fiber Optic Network, Ducts, Network Availability, Transport Services, Ethernet Services, etc. Are these terms defined anywhere?

Many of these terms are defined in the Master Service Agreement and Indefeasible Right of Use Agreement executed between the County and Zayo on August 17, 2010. A copy of these two agreements will be attached to the Connectivity Services Agreement for reference as informational exhibits. Additionally, some of these terms are "terms of

art” in the broadband and Information Technology industry, and are used here in standard industry usage.

31. Why doesn't the Entity gain ownership rights in the equipment if the city is required to pay a pro-rata share for repairs and/or replacement after the warranty period expires on August 16, 2017?

The initial equipment is paid for by the grant, at no cost to the Entity. Contrast this with more typical agreements, where the Entity pays a much larger monthly fee to a provider for both the service and the equipment. If, after 2017, equipment is replaced completely the situation may change. Options for total replacement at that time, if necessary, may include replacement with Zayo Equipment, Entity Equipment or County Equipment,

32. May the entity, in particular a city, charge building permit fees, franchises, etc. to Zayo outside of the co-location site?

Pursuant to Paragraphs II.C. and III.B., Entities retain franchising authority, and may issue building permits, franchise fees as allowed by Minnesota statutes. The entity may not charge these fees for the co-location site itself (for example, the entity may not charge fees for underlying rights needed to place equipment in City Hall, or a fire station which are the designated co-location sites described in Exhibit A.)

33. Will Zayo or Anoka County be providing cable services in competition with Comcast or other private cable carriers through this agreement?

No. Anoka County will not be a cable provider. Providing cable TV services is not consistent with Anoka County's mission statement. The County's fibers may only be used for governmental and quasi-governmental purposes. Zayo is not a cable provider, nor does it offer triple- play services (telephone/voice, data/internet, and cable/video). While no one can predict the future, a more likely scenario is that private carriers will contract with Zayo to use Zayo's fibers to provide services to private customers throughout the county.

34. Where can I get more information on the project?

By phone: 763-422-7537 (Carrie Johnson)
By e-mail: ConnectAnokaCounty@co.anoka.mn.us
By mail: Connect Anoka County,
Attn: Information Technology
2100 3rd Avenue, Suite 300
Anoka, MN 55303

CC Regular Session

Item #: 5.7.

Date: 03/22/2011

By: Jackie Lipski
Finance

Information

Title:

Billslist 3/22/2011

Attachments

Billslist 3/22/2011

Bills List Res

Form Review

Inbox

Diana Lund

Kurt Ulrich

Form Started By: Jackie Lipski

Final Approval Date: 03/17/2011

Reviewed By

Diana Lund

Kurt Ulrich

Date

03/17/2011 01:41 PM

03/17/2011 02:10 PM

Started On: 03/17/2011 09:27 AM

RAMSEY CITY COUNCIL MEETING
3/22/2011
BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	<u>SUBMITTED FOR APPROVAL</u>
Purchase Journal:	
Prepays 3/3/11-3/16/11	222,554.74
Accounts Payable 3/3/11-3/16/11	146,514.18
Payroll 3/3/11	125,714.78
Pay Estimates- Projects	34,525.24
Debt Service	144,715.00

TOTAL SUBMITTED FOR APPROVAL THIS MEETING

\$ 674,023.94

	<u>APPROVED PREV. MTG</u>	<u>2011 Y.T.D.</u>
<u>DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:</u>		
NET PAYROLL TOTAL	\$ 127,946.54	\$ 555,841.75
- CORRECTION TO PAYROLL		
PREPAIDS	126,349.43	874,506.90
- PREPAID ADJUSTMENTS		
WIRE TRANSFERS FOR DEBT SERVICE		302,078.75
- CORRECTION TO D.S.		
ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
- BILLS LIST SUBMITTED	307,664.66	926,908.24
ADD (DELETE) BILLS LIST SUBMITTED		
PAY ESTIMATE(S)		78,645.37
- CHECKS VOIDED	0.00	0.00

TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED

\$ 561,960.63

\$ 2,737,981.01

3/3/2011 - 12/31/2011

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
85017	3/3/2011		107962 GENESIS EMPLOYEE BENEFITS							
		4,107.75			56329	0302119150011	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		<u>4,107.75</u>								
85018	3/3/2011		111377 ANOKA MUNICIPAL UTILITY							
		31.35	BUNKER LK & DYSPOSIUM SIGNAL		56347	22-612000-01JAN 11	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		12.83	14120 ST FRANCIS BLVD		56348	22-612060-01JAN 11	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		117.11	CTY RD 116 & HWY 47 SIGNAL		56349	22-613120-01JAN 11	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		78.02	RAMSEY STREET LIGHTS		56350	22-990005-01JAN 11	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		<u>239.31</u>								
85019	3/3/2011		100297 CENTERPOINT ENERGY							
		924.35	14515 E TOWN CENTER		56351	8782239-1JAN11	9601.6373		GAS	WATER FUND
		418.34	JAN 11 BILLING		56352	8000014064-2JAN 11	9601.6373		GAS	WATER FUND
		418.34	JAN 11 BILLING		56352	8000014064-2JAN 11	9602.6373		GAS	SEWER FUND
		418.34	JAN 11 BILLING		56352	8000014064-2JAN 11	9605.6373		GAS	STORM WATER UTILITY
		656.45	JAN 11 BILLING		56352	8000014064-2JAN 11	0452.6373		GAS	PARK & RECREATION
		1,255.02	JAN 11 BILLING		56352	8000014064-2JAN 11	0311.6373		GAS	STREET MAINTENANCE
		2,441.10	JAN 11 BILLING		56352	8000014064-2JAN 11	0220.6373		GAS	FIRE PROTECTION
		<u>6,531.94</u>								
85022	3/3/2011		100116 CONNEXUS ENERGY							
		3,393.41	7650 SUNWOOD- PARK RAMP		56353	444931-288372FE B11	9240.6371		ELECTRIC UTILITIES	PARKING RAMP MAINTENANCE
		4,793.11	7550 SUNWOOD DR		56354	444931-286294FE B11	0194.6371		ELECTRIC UTILITIES	GENERAL GOVERNMENT BUILDINGS
		32.83	7401 RAMSEY PKWY-IRRIG		56355	444929-301611FE B11	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		394.45	7949 161ST AVE METERED LIGHTS		56356	444930-179050FE B11	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
		10.15	14700 ERKUM ST -IRRIG		56357	444932-264284FE B11	0452.6372		WATER/IRRIGATION	PARK & RECREATION

Council Check Register

3/3/2011 - 12/31/2011

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
		10.15	6600 ALPINE DR- METERED LIGHTS		56358	444932-243560FE	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						B11				
		10.48	6000 142ND NW IRRIG		56359	444932-238369FE	0452.6372		WATER/IRRIGATION	PARK & RECREATION
						B11				
		184.14	7949 161ST AVE		56360	444932-179043FE	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						B11				
		32.06	7925 161ST AVE- IRRIG		56361	444930-179039FE	0452.6372		WATER/IRRIGATION	PARK & RECREATION
						B11				
		31.68	7925 161ST AVE- PARK		56362	444930-255698FE	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						B11				
		32.06	162ND & CTY RD 56		56363	444930-179017FE	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						B11				
		32.06	7925 161ST AVE METERED LIGHTS		56364	444929-237416FE	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						B11				
		5.34	14501 RHINESTONE ST- IRRIG		56365	444931-287796FE	0452.6372		WATER/IRRIGATION	PARK & RECREATION
						B11				
		12.38	7850 SUNWOOD DR- METERED RECPT		56366	444931-286841FE	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						B11				
		10.15	7400 SUNWOOD- METERED RECPT		56367	444931-286840FE	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						B11				
		510.92	15100 NOWTHEN BLVD		56368	444931-179176FE	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						B11				
		12.58	6860 RIVERDALE DR -PARK		56369	444931-300276FE	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						B11				
		10.15	7925 161ST AVE- PARK		56370	444931-298903FE	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						B11				
		32.06	161ST & ARMSTRONG METERED LIGH		56371	444931-178980FE	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						B11				
		35.18	163RD AVE & ST FRANCIS BLVD		56372	444932-290430FE	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						B11				
		35.22	6363 SUNWOOD DR- PARK		56373	444932-300508FE	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
						B11				
		10.72	5455 142ND AVE- IRRIG		56374	444929-278434FE	0452.6372		WATER/IRRIGATION	PARK & RECREATION
						B11				
		62.46	HWY 10 & ARMSTRONG		56375	444932-237817FE	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
						B11				
		318.20	14210 JASPAR ST		56376	444932-178997FE	0311.6371		ELECTRIC UTILITIES	STREET MAINTENANCE
						B11				
		60.24	14100 JASPAR ST NW		56377	444930-178956FE	9605.6371		ELECTRIC UTILITIES	STORM WATER UTILITY
						B11				
		60.26	14100 JASPAR ST NW		56377	444930-178956FE	9601.6371		ELECTRIC UTILITIES	WATER FUND

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		60.26	14100 JASPAR ST NW		56377	B11 444930-178956FE	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		180.77	14100 JASPAR ST NW		56377	B11 444930-178956FE	0311.6371		ELECTRIC UTILITIES	STREET MAINTENANCE
		39.45	14100 JASPER ST NW		56378	B11 444930-178957FE	9601.6371		ELECTRIC UTILITIES	WATER FUND
		39.45	14100 JASPER ST NW		56378	B11 444930-178957FE	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		39.46	14100 JASPER ST NW		56378	B11 444930-178957FE	9605.6371		ELECTRIC UTILITIES	STORM WATER UTILITY
		118.36	14100 JASPER ST NW		56378	B11 444930-178957FE	0311.6371		ELECTRIC UTILITIES	STREET MAINTENANCE
		99.08	14100 JASPER ST NW		56379	B11 444930-288329FE	9605.6371		ELECTRIC UTILITIES	STORM WATER UTILITY
		99.10	14100 JASPER ST NW		56379	B11 444930-288329FE	9601.6371		ELECTRIC UTILITIES	WATER FUND
		99.10	14100 JASPER ST NW		56379	B11 444930-288329FE	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		297.29	14100 JASPER ST NW		56379	B11 444930-288329FE	0311.6371		ELECTRIC UTILITIES	STREET MAINTENANCE
		45.18	14861 ST FRANCIS- TRAFFIC SIGN		56380	B11 444929-257947FE	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		32.46	14351 ST FRANCIS BLVD		56381	B11 444929-257960FE	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		31.57	15300 ST FRANCIS BLVD- TRAFFIC		56382	B11 444929-257969FE	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		43.37	7200 HWY 10		56383	B11 444929-179115FE	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		31.55	7201 SUNWOOD DR		56384	B11 444931-292833FE	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		35.01	7199 BUNKER LK - TRAFFIC SIGNA		56385	B11 444931-292834FE	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		38.14	6362 HWY 10- TRAFFIC SIGNAL		56386	B11 444932-299611FE	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		32.06	7167 HWY 10 NW		56387	B11 444931-178989FE	9410.6371	00041009	ELECTRIC UTILITIES	RALF FUNDED PROJECTS
		420.72	6701 HWY 10		56388	B11 444931-239841FE	9410.6371	00041012	ELECTRIC UTILITIES	RALF FUNDED PROJECTS
		38.42	7039 HWY 10 NW		56389	B11 444932-238710FE	9410.6371	00041018	ELECTRIC UTILITIES	RALF FUNDED PROJECTS

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		52.68	14550 ARMSTRONG BLVD		56390	444931-178977FE	9204.6249		MISCELLANEOUS OPERATING SUPPLYTAX INCREMENT DISTRICT #4	
						B11				
		10.15	14556 ARMSTRONG BLVD		56391	444931-178979FE	9204.6371		ELECTRIC UTILITIES	TAX INCREMENT DISTRICT #4
						B11				
		5.34	9015 175TH LN SIREN 1		56392	444930-300439FE	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						B11				
		5.34	16855 NUTRIA SIREN 2		56393	444930-300441FE	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						B11				
		5.34	7615 173RD AVE SIREN 3		56394	444930-300442FE	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						B11				
		5.34	6501 GR VALLEY RD SIREN 4		56395	444930-300443FE	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						B11				
		5.34	17201 ST FRANCIS SIREN 5		56396	444930-300444FE	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						B11				
		5.34	5254 179TH LN SIREN 6		56397	444930-300446FE	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						B11				
		5.34	16045 ANDRIE ST SIREN 7		56398	444930-300462FE	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						B11				
		5.34	7925 161ST AVE SIREN 8		56399	444930-300463FE	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						B11				
		5.34	16621 NOWTHEN SIREN 9		56400	444930-300464FE	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						B11				
		5.34	5760 164TH AVE SIREN 10		56401	444930-300465FE	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						B11				
		5.34	14900 PUMA ST SIREN 11		56402	444930-300466FE	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						B11				
		5.34	7220 152ND LN SIREN 12		56403	444930-300467FE	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						B11				
		5.34	6280 153RD AVE SIREN 13		56404	444930-300468FE	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						B11				
		5.34	5201 155TH LN SIREN 14		56405	444930-300471FE	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						B11				
		5.34	7655 HWY 10 SIREN 15		56406	444930-300472FE	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						B11				
		5.34	6400 BUNKER LK SIREN 16		56407	444930-300474FE	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						B11				
		5.34	14501 NOWTHEN SIREN 17		56408	444930-300475FE	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						B11				
		12,106.85								

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85035	3/8/2011		100291 MET COUNCIL SAC							
		44.60-	SAC FEB 2011		56489	030811	9602.4356		SEWER AVAILABILITY CHARGE-ADM	SEWER FUND
		4,460.00	SAC FEB 2011		56489	030811	9602.2083		SAC CHARGES	SEWER FUND
		4,415.40								
85036	3/8/2011		102725 MPELRA							
		150.00	2011 MEMBERSHIP C. LASHER		56490	030411	0130.6451		MEMBERSHIP DUES	ADMINISTRATION
		150.00								
85037	3/8/2011		101103 NEXTEL COMMUNICATIONS							
		66.14	JAN 15-FEB 14,2011 BILLING		56491	570683319-111	9230.6323		CELLULAR PHONES	ECONOMIC DEVELOPMENT AUTHORITY
		90.41	JAN 15-FEB 14,2011 BILLING		56491	570683319-111	0191.6323		CELLULAR PHONES	PLANNING & ZONING
		95.53	JAN 15-FEB 14,2011 BILLING		56491	570683319-111	0240.6323		CELLULAR PHONES	PROTECTIVE INSPECTIONS
		109.08	JAN 15-FEB 14,2011 BILLING		56491	570683319-111	0111.6249		MISCELLANEOUS OPERATING SUPPLYMAYOR AND COUNCIL	
		118.92	JAN 15-FEB 14,2011 BILLING		56491	570683319-111	0194.6323		CELLULAR PHONES	GENERAL GOVERNMENT BUILDINGS
		123.92	JAN 15-FEB 14,2011 BILLING		56491	570683319-111	9601.6323		CELLULAR PHONES	WATER FUND
		151.67	JAN 15-FEB 14,2011 BILLING		56491	570683319-111	0220.6323		CELLULAR PHONES	FIRE PROTECTION
		190.42	JAN 15-FEB 14,2011 BILLING		56491	570683319-111	0130.6323		CELLULAR PHONES	ADMINISTRATION
		237.68	JAN 15-FEB 14,2011 BILLING		56491	570683319-111	0311.6323		CELLULAR PHONES	STREET MAINTENANCE
		242.67	JAN 15-FEB 14,2011 BILLING		56491	570683319-111	0301.6323		CELLULAR PHONES	ENGINEERING
		261.07	JAN 15-FEB 14,2011 BILLING		56491	570683319-111	0452.6323		CELLULAR PHONES	PARK & RECREATION
		614.65	JAN 15-FEB 14,2011 BILLING		56491	570683319-111	0211.6323		CELLULAR PHONES	POLICE PROTECTION
				2,302.16						
85088	3/10/2011		108468 ANOKA COUNTY HISTORICAL SOCIET							
		90.00	DONATION-HISTORY SENIORS		56492	031011	0111.6249		MISCELLANEOUS OPERATING SUPPLYMAYOR AND COUNCIL	
		90.00								
85089	3/10/2011		111364 ASSURANT EMPLOYEE BENEFITS							
		1,198.61	FEB 2011 LTD		56493	5413144FEB11	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
		1,190.00	MARCH 2011 LTD		56494	5413144MAR11	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
		2,388.61								
85090	3/10/2011		106583 DELTA DENTAL PLAN OF MINNESOTA							
		2,346.00	MARCH 2011 DENTAL		56495	4572477	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
		2,346.00								
85091	3/10/2011		110386 HEALTH PARTNERS							
		94.50	MARCH 11 HEALTH INS		56497	36853707	9101.6315		MISCELLANEOUS PROFESSIONAL SERGENERAL FUND	
		56,243.37	MARCH 11 HEALTH INS		56497	36853707	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		107.52	FEB 11 EAP		56498	W87751	9101.6315		MISCELLANEOUS PROFESSIONAL SERGENERAL FUND	

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85100	3/15/2011		100678 PETTY CASH							
		12.00	Supplies		56541	03152011	0220.6249		MISCELLANEOUS OPERATING SUPPLY	FIRE PROTECTION
		19.87	Lunches		56541	03152011	0220.6335		TRAINING	FIRE PROTECTION
		20.44	Snacks/beverages		56541	03152011	0211.6207		TRAINING SUPPLIES	POLICE PROTECTION
		25.25	License plates		56541	03152011	0211.6489		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		<u>77.56</u>								
85101	3/15/2011		100290 USA MOBILITY INC							
		6.36	USA Mobility March 2011		56542	U0317755C	0311.6323		CELLULAR PHONES	STREET MAINTENANCE
		343.56	USA Mobility March 2011		56542	U0317755C	0220.6323		CELLULAR PHONES	FIRE PROTECTION
		<u>349.92</u>								
90167062	3/3/2011		100398 PUBLIC EMPLOYEES RETIREMENT AS							
		14,521.69			56335	030211915005	9101.2174		PERA-EMPLOYEE	GENERAL FUND
		19,235.51			56336	030211915006	9101.2183		PERA-EMPLOYER	GENERAL FUND
		<u>33,757.20</u>								
91968804	3/3/2011		100601 MN DEPT OF REV-WH							
		8,475.98			56337	030211915007	9101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>8,475.98</u>								
92767655	3/3/2011		107784 VILLAGE BANK							
		9,691.36			56328	0302119150010	9101.2182		FICA & MEDICARE-EMPLOYER	GENERAL FUND
		20,786.41			56338	030211915008	9101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		7,398.79			56339	030211915009	9101.2173		FICA & MEDICARE-EMPLOYEE	GENERAL FUND
		<u>37,876.56</u>								
93110099	3/3/2011		100301 MN CHILD SUPPORT PAYMENT CNTR							
		339.64			56334	030211915004	9101.2185		GARNISHMENTS/SUPPORT	GENERAL FUND
		<u>339.64</u>								
99030311	3/3/2011		100223 ICMA RETIREMENT TRUST 457							
		2,619.21			56327	030211915001	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		<u>2,619.21</u>								
99030351	3/3/2011		111465 STATE STREET BANK							
		3,007.00			56330	0302119150012	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		<u>3,007.00</u>								
99030354	3/3/2011		111465 STATE STREET BANK							
		183.23			56331	0302119150013	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND

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		183.23								
99031411	3/14/2011		108768 COMDATA NETWORK INC							
	9.01	2.86	LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
	11.89	3.75	LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
	13.00	4.12	HOLIDAY RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
	14.36	4.59	LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
	14.81	4.77	LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
	14.86	4.77	LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
	15.09	4.85	LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000353	GASOLINE	POLICE PROTECTION
	15.43	4.97	LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
	15.64	5.04	SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000364	GASOLINE	POLICE PROTECTION
	15.95	5.09	LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
	17.00	5.43	HOLIDAY RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
	17.83	5.66	LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000302	GASOLINE	POLICE PROTECTION
	18.42	5.83	SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
	18.75	5.99	LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000364	GASOLINE	POLICE PROTECTION
	19.00	6.01	HOLIDAY RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000387	GASOLINE	POLICE PROTECTION
	19.29	5.51	BILLS RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
	19.31	5.85	SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000391	GASOLINE	POLICE PROTECTION
	20.00	6.33	SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000383	GASOLINE	POLICE PROTECTION
	20.07	6.43	SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA FUEL	0211.6223	00000385	GASOLINE	POLICE PROTECTION

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		20.30	6.152SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000302	GASOLINE	POLICE PROTECTION
						FUEL				
		20.45	6.473SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		20.64	6.53BILLS RAMSEY		56601	FEB2011 COMDATA	0220.6223	00000504	GASOLINE	FIRE PROTECTION
						FUEL				
		20.73	6.62LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000387	GASOLINE	POLICE PROTECTION
						FUEL				
		21.06	6.72LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000383	GASOLINE	POLICE PROTECTION
						FUEL				
		21.79	7.03LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000383	GASOLINE	POLICE PROTECTION
						FUEL				
		21.82	6.97LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000302	GASOLINE	POLICE PROTECTION
						FUEL				
		22.00	6.67HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000387	GASOLINE	POLICE PROTECTION
						FUEL				
		22.16	7.14LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000383	GASOLINE	POLICE PROTECTION
						FUEL				
		22.21	6.79LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION
						FUEL				
		22.29	7.03LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000387	GASOLINE	POLICE PROTECTION
						FUEL				
		22.61	7.18LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION
						FUEL				
		22.63	6.52LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		22.68	7.2LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		22.70	7.25LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000392	GASOLINE	POLICE PROTECTION
						FUEL				
		22.78	7.35LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000383	GASOLINE	POLICE PROTECTION
						FUEL				
		22.80	6.57LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000387	GASOLINE	POLICE PROTECTION
						FUEL				
		22.90	7.38LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		23.04	7.339SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		23.26	7.43LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000302	GASOLINE	POLICE PROTECTION
						FUEL				
		23.30	7.38HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000387	GASOLINE	POLICE PROTECTION

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						FUEL				
		23.38	7.47LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000653	GASOLINE	PARK & RECREATION
						FUEL				
		23.38	7.47SHELL OIL RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		23.77	7.57LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000383	GASOLINE	POLICE PROTECTION
						FUEL				
		23.77	7.67LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000383	GASOLINE	POLICE PROTECTION
						FUEL				
		24.00	7.20158LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		24.01	7.7HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		24.39	7.72HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000664	GASOLINE	PARK & RECREATION
						FUEL				
		24.55	7.79LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000383	GASOLINE	POLICE PROTECTION
						FUEL				
		25.00	7.91BILLS RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000383	GASOLINE	POLICE PROTECTION
						FUEL				
		25.00	7.96HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000383	GASOLINE	POLICE PROTECTION
						FUEL				
		25.00	7.91HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000387	GASOLINE	POLICE PROTECTION
						FUEL				
		25.06	8LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000302	GASOLINE	POLICE PROTECTION
						FUEL				
		25.25	7.96LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000392	GASOLINE	POLICE PROTECTION
						FUEL				
		25.39	7.696SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		25.49	8.17KWK TRIP ANDOVER		56601	FEB2011 COMDATA	0211.6223	00000364	GASOLINE	POLICE PROTECTION
						FUEL				
		25.75	8.23LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000383	GASOLINE	POLICE PROTECTION
						FUEL				
		25.88	8.27LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION
						FUEL				
		25.92	8.28LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000302	GASOLINE	POLICE PROTECTION
						FUEL				
		25.96	8.24RAMSEY MARKETRAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		26.00	8.309SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000383	GASOLINE	POLICE PROTECTION
						FUEL				

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		26.12	8.269SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		26.19	8.31LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		26.65	8.48CASEYS RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		26.74	8.62LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000302	GASOLINE	POLICE PROTECTION
						FUEL				
		26.76	8.63LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000301	GASOLINE	POLICE PROTECTION
						FUEL				
		26.84	8.66LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION
						FUEL				
		27.21	8.77LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		27.74	8.95LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000301	GASOLINE	POLICE PROTECTION
						FUEL				
		27.75	7.99LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		27.83	9BILLS RAMSEY		56601	FEB2011 COMDATA	0220.6223	00000563	GASOLINE	FIRE PROTECTION
						FUEL				
		27.96	8.93LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		27.99	8.56LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000301	GASOLINE	POLICE PROTECTION
						FUEL				
		28.03	8.95LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		28.31	9.04LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION
						FUEL				
		28.46	8.89LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000612	GASOLINE	PARK & RECREATION
						FUEL				
		28.51	8.99LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		28.75	9.18LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000383	GASOLINE	POLICE PROTECTION
						FUEL				
		29.00	9.38BILLS RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000383	GASOLINE	POLICE PROTECTION
						FUEL				
		29.00	9.26LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000302	GASOLINE	POLICE PROTECTION
						FUEL				
		29.25	9.34LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		29.30	9.36LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION

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						FUEL				
		29.30	9.22HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000386	GASOLINE	POLICE PROTECTION
						FUEL				
		29.72	9.43LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		29.73	9.49LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		29.79	9.52HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		29.83	9.53HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		29.84	9.12LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000387	GASOLINE	POLICE PROTECTION
						FUEL				
		29.86	8.6LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000302	GASOLINE	POLICE PROTECTION
						FUEL				
		29.89	9.55LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION
						FUEL				
		29.93	8.62LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION
						FUEL				
		30.18	9.52LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		30.21	9.65LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000301	GASOLINE	POLICE PROTECTION
						FUEL				
		30.31	9.74LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000386	GASOLINE	POLICE PROTECTION
						FUEL				
		30.41	9.71LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000364	GASOLINE	POLICE PROTECTION
						FUEL				
		30.50	9.74LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		30.58	9.64LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION
						FUEL				
		30.67	9.83CASEYS RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		30.71	9.81LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000301	GASOLINE	POLICE PROTECTION
						FUEL				
		30.72	9.66HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		30.91	9.97LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000301	GASOLINE	POLICE PROTECTION
						FUEL				
		30.95	9.95LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000302	GASOLINE	POLICE PROTECTION
						FUEL				

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		31.11	8.96LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION
						FUEL				
		31.23	9LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000387	GASOLINE	POLICE PROTECTION
						FUEL				
		31.39	10.03LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		31.40	9.51CASEYS RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION
						FUEL				
		31.87	9.74LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000383	GASOLINE	POLICE PROTECTION
						FUEL				
		32.29	9.6991LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		32.31	10.32LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		32.77	9.44LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION
						FUEL				
		32.96	9.5LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000387	GASOLINE	POLICE PROTECTION
						FUEL				
		33.62	10.85LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		33.75	10.62HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION
						FUEL				
		33.94	10.84LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000653	GASOLINE	PARK & RECREATION
						FUEL				
		34.27	11.05LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000302	GASOLINE	POLICE PROTECTION
						FUEL				
		34.40	10.43HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000386	GASOLINE	POLICE PROTECTION
						FUEL				
		34.40	10.99LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION
						FUEL				
		34.64	10.93LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000302	GASOLINE	POLICE PROTECTION
						FUEL				
		34.87	11LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000386	GASOLINE	POLICE PROTECTION
						FUEL				
		35.00	11.078SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000386	GASOLINE	POLICE PROTECTION
						FUEL				
		35.11	11.22LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION
						FUEL				
		35.15	11.3LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		35.46	10.22LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION

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						FUEL				
35.47	11.44	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000392	GASOLINE	POLICE PROTECTION		
						FUEL				
35.54	11.32	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0194.6223	00000404	GASOLINE	GENERAL GOVERNMENT BUILDINGS		
						FUEL				
36.04	11.44	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION		
						FUEL				
36.36	11.73	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION		
						FUEL				
36.40	10.49	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION		
						FUEL				
36.43	11.71	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION		
						FUEL				
36.45	11.54	SUPERAMERICA RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION		
						FUEL				
36.55	11.79	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION		
						FUEL				
36.65	11.71	HOLIDAY RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000365	GASOLINE	POLICE PROTECTION		
						FUEL				
36.66	11.79	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION		
						FUEL				
37.04	11.95	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000387	GASOLINE	POLICE PROTECTION		
						FUEL				
37.14	11.98	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000301	GASOLINE	POLICE PROTECTION		
						FUEL				
37.19	11.73	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0452.6223	00000612	GASOLINE	PARK & RECREATION		
						FUEL				
37.39	11.43	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION		
						FUEL				
37.64	12.1	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000302	GASOLINE	POLICE PROTECTION		
						FUEL				
37.67	10.86	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000301	GASOLINE	POLICE PROTECTION		
						FUEL				
38.14	12.3	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION		
						FUEL				
38.65	11.04	BILLS RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION		
						FUEL				
38.80	12.47	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000353	GASOLINE	POLICE PROTECTION		
						FUEL				
39.06	12.56	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION		
						FUEL				

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39.45	11.37	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION		
				FUEL						
39.62	12.58	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000301	GASOLINE	POLICE PROTECTION		
				FUEL						
39.62	12.78	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000365	GASOLINE	POLICE PROTECTION		
				FUEL						
39.70	12.57	HOLIDAY RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000392	GASOLINE	POLICE PROTECTION		
				FUEL						
39.93	11.51	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000353	GASOLINE	POLICE PROTECTION		
				FUEL						
40.00	12.78	BILLS RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000392	GASOLINE	POLICE PROTECTION		
				FUEL						
40.00	12.66	RAMSEY MARKETRAMSEY	56601	FEB2011 COMDATA	0301.6223	00000407	GASOLINE	ENGINEERING		
				FUEL						
40.11	12.85	BILLS RAMSEY	56601	FEB2011 COMDATA	0220.6223	00000563	GASOLINE	FIRE PROTECTION		
				FUEL						
40.12	12.82	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000302	GASOLINE	POLICE PROTECTION		
				FUEL						
41.24	13.09	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000353	GASOLINE	POLICE PROTECTION		
				FUEL						
41.70	13.33	HOLIDAY RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000386	GASOLINE	POLICE PROTECTION		
				FUEL						
41.96	13.45	4SUPERAMERICA RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION		
				FUEL						
41.97	13.32	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000302	GASOLINE	POLICE PROTECTION		
				FUEL						
42.14	13.59	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000301	GASOLINE	POLICE PROTECTION		
				FUEL						
42.14	13.34	HOLIDAY RAMSEY	56601	FEB2011 COMDATA	0452.6223	00000664	GASOLINE	PARK & RECREATION		
				FUEL						
42.34	13.66	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION		
				FUEL						
42.59	13.69	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000351	GASOLINE	POLICE PROTECTION		
				FUEL						
42.77	13.53	8SUPERAMERICA RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION		
				FUEL						
42.90	13.12	LITTLE DUKES RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000352	GASOLINE	POLICE PROTECTION		
				FUEL						
42.98	13.73	7SUPERAMERICA RAMSEY	56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION		
				FUEL						
43.00	12.95	344BILLS RAMSEY	56601	FEB2011 COMDATA	0220.6223	00000563	GASOLINE	FIRE PROTECTION		

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						FUEL				
		43.63	13.85LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		43.80	14.043SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION
						FUEL				
		43.86	14.1LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		44.00	13.92BILLS RAMSEY		56601	FEB2011 COMDATA	0220.6223	00000558	GASOLINE	FIRE PROTECTION
						FUEL				
		44.50	13.40716BILLS RAMSEY		56601	FEB2011 COMDATA	0220.6223	00000564	GASOLINE	FIRE PROTECTION
						FUEL				
		44.60	13.94LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000612	GASOLINE	PARK & RECREATION
						FUEL				
		44.75	14.43LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		44.95	14.5LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0240.6223	00000406	GASOLINE	PROTECTIVE INSPECTIONS
						FUEL				
		45.25	13.715SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION
						FUEL				
		45.32	14.48LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000386	GASOLINE	POLICE PROTECTION
						FUEL				
		45.61	13.14LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000301	GASOLINE	POLICE PROTECTION
						FUEL				
		45.66	13.16LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000391	GASOLINE	POLICE PROTECTION
						FUEL				
		45.85	14.47HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION
						FUEL				
		45.93	14.67LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000375	GASOLINE	POLICE PROTECTION
						FUEL				
		46.00	13.14BILLS RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000365	GASOLINE	POLICE PROTECTION
						FUEL				
		46.14	14.83LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION
						FUEL				
		46.35	14.81LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0301.6223	00000638	GASOLINE	ENGINEERING
						FUEL				
		46.49	14.76LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION
						FUEL				
		46.60	13.43LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000301	GASOLINE	POLICE PROTECTION
						FUEL				
		46.70	14.92LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000351	GASOLINE	POLICE PROTECTION
						FUEL				

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		46.70	14.926SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		46.75	15.08MARIO'S STOP N SHOPANDOVE		56601	FEB2011 COMDATA	0211.6223	00000352	GASOLINE	POLICE PROTECTION
						FUEL				
		46.95	15LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000301	GASOLINE	POLICE PROTECTION
						FUEL				
		47.55	15.09LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000301	GASOLINE	POLICE PROTECTION
						FUEL				
		47.59	15.3LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000353	GASOLINE	POLICE PROTECTION
						FUEL				
		47.82	15.28LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000387	GASOLINE	POLICE PROTECTION
						FUEL				
		48.48	15.59LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000387	GASOLINE	POLICE PROTECTION
						FUEL				
		48.85	15.51LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000302	GASOLINE	POLICE PROTECTION
						FUEL				
		49.01	15.66LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000375	GASOLINE	POLICE PROTECTION
						FUEL				
		49.04	15.47LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000301	GASOLINE	POLICE PROTECTION
						FUEL				
		49.62	14.3LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000302	GASOLINE	POLICE PROTECTION
						FUEL				
		49.82	14.23BILLS RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000392	GASOLINE	POLICE PROTECTION
						FUEL				
		49.91	15.95LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0240.6223	00000406	GASOLINE	PROTECTIVE INSPECTIONS
						FUEL				
		51.04	13.94BILLS RAMSEY		56601	FEB2011 COMDATA	0220.6225	00000500	DIESEL FUEL	FIRE PROTECTION
						FUEL				
		51.51	16.46LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000301	GASOLINE	POLICE PROTECTION
						FUEL				
		51.55	16.63LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION
						FUEL				
		52.69	16.94LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0220.6223	00000564	GASOLINE	FIRE PROTECTION
						FUEL				
		52.75	16.96LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000653	GASOLINE	PARK & RECREATION
						FUEL				
		53.06	16.8HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000664	GASOLINE	PARK & RECREATION
						FUEL				
		53.37	17.112SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000393	GASOLINE	POLICE PROTECTION
						FUEL				
		53.55	16.95SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA	0240.6223	00000401	GASOLINE	PROTECTIVE INSPECTIONS

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						FUEL				
		53.87	16.47LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000303	GASOLINE	POLICE PROTECTION
						FUEL				
		54.05	15.23LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0220.6225	00000501	DIESEL FUEL	FIRE PROTECTION
						FUEL				
		54.87	17.15LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000612	GASOLINE	PARK & RECREATION
						FUEL				
		55.01	16.67BILLS RAMSEY		56601	FEB2011 COMDATA	0220.6223	00000558	GASOLINE	FIRE PROTECTION
						FUEL				
		56.12	17.37LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000612	GASOLINE	PARK & RECREATION
						FUEL				
		56.35	17.95HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000664	GASOLINE	PARK & RECREATION
						FUEL				
		56.70	18LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000353	GASOLINE	POLICE PROTECTION
						FUEL				
		57.25	22.028BILLS RAMSEY		56601	FEB2011 COMDATA	0220.6223	00000563	GASOLINE	FIRE PROTECTION
						FUEL				
		57.50	16.57LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0220.6225	00000556	DIESEL FUEL	FIRE PROTECTION
						FUEL				
		58.00	18.78HOLIDAY ROGERS		56601	FEB2011 COMDATA	0312.6223	00000654	GASOLINE	SNOW & ICE REMOVAL
						FUEL				
		58.46	18.8LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0220.6223	00000564	GASOLINE	FIRE PROTECTION
						FUEL				
		58.60	16.51LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0220.6225	00000556	DIESEL FUEL	FIRE PROTECTION
						FUEL				
		58.93	18.95LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000385	GASOLINE	POLICE PROTECTION
						FUEL				
		59.67	19.01HOLIDAY RAMSEY		56601	FEB2011 COMDATA	9601.6223	00000667	GASOLINE	WATER FUND
						FUEL				
		60.00	17.89231BILLS RAMSEY		56601	FEB2011 COMDATA	0220.6223	00000564	GASOLINE	FIRE PROTECTION
						FUEL				
		60.01	18.58LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0220.6223	00000563	GASOLINE	FIRE PROTECTION
						FUEL				
		60.14	17.189SUPERAMERICA ANOKA		56601	FEB2011 COMDATA	0211.6223	00000383	GASOLINE	POLICE PROTECTION
						FUEL				
		60.42	19.18LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0220.6223	00000558	GASOLINE	FIRE PROTECTION
						FUEL				
		61.29	19.58LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000675	GASOLINE	PARK & RECREATION
						FUEL				
		61.36	19.54LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0312.6223	00000676	GASOLINE	SNOW & ICE REMOVAL
						FUEL				

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		62.20	19.88HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000386	GASOLINE	POLICE PROTECTION
						FUEL				
		62.30	19.91LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000353	GASOLINE	POLICE PROTECTION
						FUEL				
		64.00	20.718BILLS BURNS TOWNSHI		56601	FEB2011 COMDATA	0220.6223	00000564	GASOLINE	FIRE PROTECTION
						FUEL				
		64.13	18.33HOLIDAY RAMSEY		56601	FEB2011 COMDATA	9601.6223	00000667	GASOLINE	WATER FUND
						FUEL				
		64.60	20.45SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA	0301.6223	00000402	GASOLINE	ENGINEERING
						FUEL				
		65.00	20.45HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000386	GASOLINE	POLICE PROTECTION
						FUEL				
		65.77	17.49BILLS RAMSEY		56601	FEB2011 COMDATA	0220.6225	00000565	DIESEL FUEL	FIRE PROTECTION
						FUEL				
		66.74	20.86LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0220.6223	00000555	GASOLINE	FIRE PROTECTION
						FUEL				
		66.76	21.13HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000664	GASOLINE	PARK & RECREATION
						FUEL				
		67.30	21.57BILLS RAMSEY		56601	FEB2011 COMDATA	0220.6223	00000558	GASOLINE	FIRE PROTECTION
						FUEL				
		67.30	21.3HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000653	GASOLINE	PARK & RECREATION
						FUEL				
		69.00	21.98BILLS RAMSEY		56601	FEB2011 COMDATA	0220.6223	00000558	GASOLINE	FIRE PROTECTION
						FUEL				
		69.61	22.04HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000675	GASOLINE	PARK & RECREATION
						FUEL				
		70.46	22.51LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000653	GASOLINE	PARK & RECREATION
						FUEL				
		71.25	22.76LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	9601.6223	00000667	GASOLINE	WATER FUND
						FUEL				
		71.28	20.54LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000353	GASOLINE	POLICE PROTECTION
						FUEL				
		72.06	22.81HOLIDAY RAMSEY		56601	FEB2011 COMDATA	9601.6223	00000667	GASOLINE	WATER FUND
						FUEL				
		72.55	22.965SUPERAMERICA RAMSEY		56601	FEB2011 COMDATA	0301.6223	00000638	GASOLINE	ENGINEERING
						FUEL				
		72.64	22.99HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000675	GASOLINE	PARK & RECREATION
						FUEL				
		73.03	20.87HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000386	GASOLINE	POLICE PROTECTION
						FUEL				
		73.99	21.32LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000353	GASOLINE	POLICE PROTECTION

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						FUEL				
		74.00	23.64BILLS RAMSEY		56601	FEB2011 COMDATA	0312.6223	00000676	GASOLINE	SNOW & ICE REMOVAL
						FUEL				
		74.00	22.16768BILLS RAMSEY		56601	FEB2011 COMDATA	0301.6223	00000638	GASOLINE	ENGINEERING
						FUEL				
		75.00	23.81RAMSEY MARKETRAMSEY		56601	FEB2011 COMDATA	0452.6223	00000641	GASOLINE	PARK & RECREATION
						FUEL				
		75.00	23.66LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0211.6223	00000353	GASOLINE	POLICE PROTECTION
						FUEL				
		75.46	24.11LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000665	GASOLINE	PARK & RECREATION
						FUEL				
		76.60	24.25HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000653	GASOLINE	PARK & RECREATION
						FUEL				
		76.97	24.59LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0312.6223	00000676	GASOLINE	SNOW & ICE REMOVAL
						FUEL				
		77.19	24.13HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000664	GASOLINE	PARK & RECREATION
						FUEL				
		77.61	24.8LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	9601.6223	00000667	GASOLINE	WATER FUND
						FUEL				
		78.34	25.19LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0312.6223	00000676	GASOLINE	SNOW & ICE REMOVAL
						FUEL				
		79.25	25LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0194.6223	00000312	GASOLINE	GENERAL GOVERNMENT BUILDINGS
						FUEL				
		82.61	23.61HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000675	GASOLINE	PARK & RECREATION
						FUEL				
		94.40	29.88HOLIDAY RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000627	GASOLINE	PARK & RECREATION
						FUEL				
		112.71	35.79LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0452.6223	00000675	GASOLINE	PARK & RECREATION
						FUEL				
		112.99	35.99LITTLE DUKES RAMSEY		56601	FEB2011 COMDATA	0312.6223	00000676	GASOLINE	SNOW & ICE REMOVAL
						FUEL				
		57.20	USPS ,OTHER MISCELLANEOUS TRAN		56602	FEB2011 COMDATA	0211.6322		POSTAGE	POLICE PROTECTION
						PURCHASES				
		.56	LOWES ,1" SCH40 ELBOW 406010		56602	FEB2011 COMDATA	0452.6249		MISCELLANEOUS OPERATING SUPPLY	PARK & RECREATION
						PURCHASES				
		.62	OFFICE MAX,SALES TAX		56602	FEB2011 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
						PURCHASES				
		.70	USPS ,DELIVERY CONFIRMATION		56602	FEB2011 COMDATA	0211.6322		POSTAGE	POLICE PROTECTION
						PURCHASES				
		.70	USPS ,DELIVERY CONFIRMATION		56602	FEB2011 COMDATA	0211.6322		POSTAGE	POLICE PROTECTION
						PURCHASES				

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1.32			LOWES ,1" SCH40 TEE 401010		56602	FEB2011 COMDATA	0452.6249		MISCELLANEOUS OPERATING SUPPLYPARK & RECREATION	
						PURCHASES				
1.87			LOWES ,1INX10FT 200PSI PVC PRE		56602	FEB2011 COMDATA	0452.6249		MISCELLANEOUS OPERATING SUPPLYPARK & RECREATION	
						PURCHASES				
1.88			MENARDS ,SCREW ALL PURPOSE 3-		56602	FEB2011 COMDATA	0260.6249		MISCELLANEOUS OPERATING SUPPLYTRAFFIC ENGINEERING	
						PURCHASES				
1.88			MENARDS ,SCREW ALL PURPOSE 2-		56602	FEB2011 COMDATA	0260.6249		MISCELLANEOUS OPERATING SUPPLYTRAFFIC ENGINEERING	
						PURCHASES				
1.88			MENARDS ,SCREW ALL PURPOSE 2"		56602	FEB2011 COMDATA	0260.6249		MISCELLANEOUS OPERATING SUPPLYTRAFFIC ENGINEERING	
						PURCHASES				
1.88			MENARDS ,SCREW ALL PURPOSE 1-		56602	FEB2011 COMDATA	0260.6249		MISCELLANEOUS OPERATING SUPPLYTRAFFIC ENGINEERING	
						PURCHASES				
3.20			OFFICE MAX,SALES TAX		56602	FEB2011 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISKS	POLICE PROTECTION
						PURCHASES				
3.20			OFFICE MAX,SALES TAX		56602	FEB2011 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISKS	POLICE PROTECTION
						PURCHASES				
3.87			MENARDS ,SALES TAX		56602	FEB2011 COMDATA	0260.6249		MISCELLANEOUS OPERATING SUPPLYTRAFFIC ENGINEERING	
						PURCHASES				
3.89			MENARDS ,BLACK OXIDE DRILL BI		56602	FEB2011 COMDATA	0260.6249		MISCELLANEOUS OPERATING SUPPLYTRAFFIC ENGINEERING	
						PURCHASES				
4.00			OFFICE MAX,UNIBALL 207 GEL BL		56602	FEB2011 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
						PURCHASES				
4.00			OFFICE MAX,UNIBALL 207 GEL BL		56602	FEB2011 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
						PURCHASES				
4.00			OFFICE MAX,UNIBALL 207 GEL BL		56602	FEB2011 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
						PURCHASES				
4.00			OFFICE MAX,UNIBALL 207 GEL BL		56602	FEB2011 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
						PURCHASES				
4.29			OFFICE MAX,VELCRO STRIPS 10 SE		56602	FEB2011 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
						PURCHASES				
4.49			OFFICE MAX,MAGNETIC PENS ERASO		56602	FEB2011 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
						PURCHASES				
4.87			MENARDS ,STD MAGSCREW GUIDE W		56602	FEB2011 COMDATA	0260.6249		MISCELLANEOUS OPERATING SUPPLYTRAFFIC ENGINEERING	
						PURCHASES				
5.59			EBAY INC.,OTHER MISCELLANEOUS		56602	FEB2011 COMDATA	0192.6405		OFFICE & DATA PROCESSING EQUIP	DATA PROCESSING
						PURCHASES				
6.97			MENARDS ,3' X 4' MARATHON MAT		56602	FEB2011 COMDATA	0260.6249		MISCELLANEOUS OPERATING SUPPLYTRAFFIC ENGINEERING	
						PURCHASES				
7.49			MENARDS ,POST MOUNT STANDARD		56602	FEB2011 COMDATA	0260.6249		MISCELLANEOUS OPERATING SUPPLYTRAFFIC ENGINEERING	
						PURCHASES				
8.99			OFFICE MAX,STORE'N GO 2GB SWIV		56602	FEB2011 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISKS	POLICE PROTECTION

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									PURCHASES	
		8.99	OFFICE MAX,STORE'N GO 2GB SWIV		56602	FEB2011 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISKS	POLICE PROTECTION
									PURCHASES	
		8.99	OFFICE MAX,STORE'N GO 2GB SWIV		56602	FEB2011 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISKS	POLICE PROTECTION
									PURCHASES	
		8.99	OFFICE MAX,STORE'N GO 2GB SWIV		56602	FEB2011 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISKS	POLICE PROTECTION
									PURCHASES	
		8.99	OFFICE MAX,STORE'N GO 2GB SWIV		56602	FEB2011 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISKS	POLICE PROTECTION
									PURCHASES	
		8.99	OFFICE MAX,STORE'N GO 2GB SWIV		56602	FEB2011 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISKS	POLICE PROTECTION
									PURCHASES	
		8.99	OFFICE MAX,STORE'N GO 2GB SWIV		56602	FEB2011 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISKS	POLICE PROTECTION
									PURCHASES	
		8.99	OFFICE MAX,STORE'N GO 2GB SWIV		56602	FEB2011 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISKS	POLICE PROTECTION
									PURCHASES	
		8.99	OFFICE MAX,STORE'N GO 2GB SWIV		56602	FEB2011 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISKS	POLICE PROTECTION
									PURCHASES	
		10.69	UMBRIA PIZZERIA,OTHER MISCELLA		56602	FEB2011 COMDATA	0220.6249		MISCELLANEOUS OPERATING SUPPLYFIRE PROTECTION	
									PURCHASES	
		11.49	OFFICE MAX,CD/DVD PAPER SLEEVE		56602	FEB2011 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
									PURCHASES	
		12.78	NORTHERN TOOL ,OTHER MISCELLAN		56602	FEB2011 COMDATA	0311.6249		MISCELLANEOUS OPERATING SUPPLYSTREET MAINTENANCE	
									PURCHASES	
		12.78	MENARDS ,ELITE POST MOUNT STA		56602	FEB2011 COMDATA	0260.6249		MISCELLANEOUS OPERATING SUPPLYTRAFFIC ENGINEERING	
									PURCHASES	
		12.78	MENARDS ,ELITE POST MOUNT STA		56602	FEB2011 COMDATA	0260.6249		MISCELLANEOUS OPERATING SUPPLYTRAFFIC ENGINEERING	
									PURCHASES	
		12.94	OFFICE MAX,SALES TAX		56602	FEB2011 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
									PURCHASES	
		15.48	RAINBOW FOODS ,OTHER MISCELLAN		56602	FEB2011 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
									PURCHASES	
		18.29	WAL-MART ,OTHER MISCELLANEOUS		56602	FEB2011 COMDATA	0111.6249		MISCELLANEOUS OPERATING SUPPLYMAYOR AND COUNCIL	
									PURCHASES	
		18.84	LITTLE DUKES ,D2 LS		56602	FEB2011 COMDATA	0194.6225		DIESEL FUEL	GENERAL GOVERNMENT BUILDINGS
									PURCHASES	
		19.95	SURVEYMONKEY.COM,SUBSCRIPTION		56602	FEB2011 COMDATA	0192.6405		OFFICE & DATA PROCESSING EQUIP	DATA PROCESSING
									PURCHASES	
		22.68	LOWES ,SALES TAX		56602	FEB2011 COMDATA	0452.6249		MISCELLANEOUS OPERATING SUPPLY	PARK & RECREATION
									PURCHASES	

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<u>Check #</u>	<u>Date</u>	<u>Amount</u>	<u>Supplier / Explanation</u>	<u>PO #</u>	<u>Doc No</u>	<u>Inv No</u>	<u>Account No</u>	<u>Subledger</u>	<u>Account Description</u>	<u>Business Unit</u>
		27.65	SUPERAMERICA ,FUEL ADJUSTMENT		56602	FEB2011 COMDATA	0211.6223		GASOLINE	POLICE PROTECTION
						PURCHASES				
		27.90	USPS ,PRIORITY MAIL		56602	FEB2011 COMDATA	0211.6322		POSTAGE	POLICE PROTECTION
						PURCHASES				
		27.90	USPS ,PRIORITY MAIL		56602	FEB2011 COMDATA	0211.6322		POSTAGE	POLICE PROTECTION
						PURCHASES				
		27.90	USPS ,ISSUE PVI:		56602	FEB2011 COMDATA	0211.6322		POSTAGE	POLICE PROTECTION
						PURCHASES				
		27.90	USPS ,ISSUE PVI:		56602	FEB2011 COMDATA	0211.6322		POSTAGE	POLICE PROTECTION
						PURCHASES				
		28.99	BEST BUY ,ROCKETFISH MEDIUM		56602	FEB2011 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIPMENT	FIRE PROTECTION
						PURCHASES				
		33.99	OFFICE MAX,901XL BLACK US INK		56602	FEB2011 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
						PURCHASES				
		33.99	OFFICE MAX,901XL BLACK US INK		56602	FEB2011 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
						PURCHASES				
		36.01	SUPERCENTER,OTHER MISCELLANEOU		56602	FEB2011 COMDATA	0211.6249		MISCELLANEOUS OPERATING SUPPLY	POLICE PROTECTION
						PURCHASES				
		36.49	BEST BUY ,SALES TAX		56602	FEB2011 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIPMENT	FIRE PROTECTION
						PURCHASES				
		36.52	MAMA DE LUCAS ,OTHER MISCELLAN		56602	FEB2011 COMDATA	0220.6249		MISCELLANEOUS OPERATING SUPPLY	FIRE PROTECTION
						PURCHASES				
		42.99	OFFICE MAX,HP INK 901 RETAIL C		56602	FEB2011 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
						PURCHASES				
		42.99	OFFICE MAX,HP INK 901 RETAIL C		56602	FEB2011 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
						PURCHASES				
		46.01	FOREVER FLORAL,OTHER MISCELLAN		56602	FEB2011 COMDATA	0220.6249		MISCELLANEOUS OPERATING SUPPLY	FIRE PROTECTION
						PURCHASES				
		47.91	KMART ,OTHER MISCELLANEOUS TRA		56602	FEB2011 COMDATA	0194.6249		MISCELLANEOUS OPERATING SUPPLY	GENERAL GOVERNMENT BUILDINGS
						PURCHASES				
		49.28	5 DOLLAR PIZZA ,OTHER MISCELLA		56602	FEB2011 COMDATA	0211.6207		TRAINING SUPPLIES	POLICE PROTECTION
						PURCHASES				
		50.00	ICSC,OTHER MISCELLANEOUS TRANS		56602	FEB2011 COMDATA	9295.6249		MISCELLANEOUS OPERATING SUPPLY	HOUSING REDEVELOPMENT AUTHORIT
						PURCHASES				
		52.98	NORTHERN TOOL,OTHER MISCELLANE		56602	FEB2011 COMDATA	0452.6249		MISCELLANEOUS OPERATING SUPPLY	PARK & RECREATION
						PURCHASES				
		53.09	MILACA FLORAL,OTHER MISCELLANE		56602	FEB2011 COMDATA	0130.6249		MISCELLANEOUS OPERATING SUPPLY	ADMINISTRATION
						PURCHASES				
		56.80	MAMA DE LUCAS ,OTHER MISCELLAN		56602	FEB2011 COMDATA	0220.6249		MISCELLANEOUS OPERATING SUPPLY	FIRE PROTECTION
						PURCHASES				
		61.67	BUSINESS SUPPLY.COM,OTHER MISC		56602	FEB2011 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISKS	POLICE PROTECTION

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						PURCHASES				
		59.34	DULUTH NEWS TRIBUNE,OTHER MISC		56602	FEB2011 COMDATA	0130.6249		MISCELLANEOUS OPERATING SUPPLYADMINISTRATION	
						PURCHASES				
		82.51	CENTRAL HYDRAULICS ,OTHER MISC		56602	FEB2011 COMDATA	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
						PURCHASES				
		83.40	MAMA DE LUCAS ,OTHER MISCELLAN		56602	FEB2011 COMDATA	0111.6249		MISCELLANEOUS OPERATING SUPPLYMAYOR AND COUNCIL	
						PURCHASES				
		84.47	MAMA DE LUCAS ,OTHER MISCELLAN		56602	FEB2011 COMDATA	0111.6249		MISCELLANEOUS OPERATING SUPPLYMAYOR AND COUNCIL	
						PURCHASES				
		144.23	PINNACLE MARKETING ,OTHER MISC		56602	FEB2011 COMDATA	0111.6249		MISCELLANEOUS OPERATING SUPPLYMAYOR AND COUNCIL	
						PURCHASES				
		156.25	JIMMY JOHN'S ,OTHER MISCELLANE		56602	FEB2011 COMDATA	0111.6249		MISCELLANEOUS OPERATING SUPPLYMAYOR AND COUNCIL	
						PURCHASES				
		165.00	U OF M CCE NONCREDIT,OTHER MIS		56602	FEB2011 COMDATA	0461.6335		TRAINING	ENVIRONMENTAL SERVICES
						PURCHASES				
		165.00	U OF M CCE NONCREDIT,OTHER MIS		56602	FEB2011 COMDATA	0452.6335		TRAINING	PARK & RECREATION
						PURCHASES				
		165.00	U OF M CCE NONCREDIT,OTHER MIS		56602	FEB2011 COMDATA	0452.6335		TRAINING	PARK & RECREATION
						PURCHASES				
		166.25	JIMMY JOHN'S ,OTHER MISCELLANE		56602	FEB2011 COMDATA	0111.6249		MISCELLANEOUS OPERATING SUPPLYMAYOR AND COUNCIL	
						PURCHASES				
		250.00	HOLIDAY INNS,OTHER MISCELLANEO		56602	FEB2011 COMDATA	0220.6335		TRAINING	FIRE PROTECTION
						PURCHASES				
		314.50	LOWES ,2X10X8 ACQ TOP CHOICE T		56602	FEB2011 COMDATA	0452.6249		MISCELLANEOUS OPERATING SUPPLYPARK & RECREATION	
						PURCHASES				
		451.68	EXPEDIA,OTHER MISCELLANEOUS TR		56602	FEB2011 COMDATA	0295.6331		TRAVEL & LODGING	RAMSEY TOWN CENTER
						PURCHASES				
		472.54	BEST BUY ,SAMSUNG 40" CLA		56602	FEB2011 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIPMENT	FIRE PROTECTION
						PURCHASES				
		600.00	MINNESOTA SHOPPING CEN,OTHER M		56602	FEB2011 COMDATA	0295.6246		MARKETING & PROMOTIONS	RAMSEY TOWN CENTER
						PURCHASES				
		636.13	AIRLINE TAXES FEE,OTHER MISCE		56602	FEB2011 COMDATA	0295.6331		TRAVEL & LODGING	RAMSEY TOWN CENTER
						PURCHASES				
		754.50	COPQUEST,OTHER MISCELLANEOUS T		56602	FEB2011 COMDATA	0211.6231		UNIFORMS & TURN-OUT GEAR	POLICE PROTECTION
						PURCHASES				
		1,350.00	ICSC,OTHER MISCELLANEOUS TRANS		56602	FEB2011 COMDATA	0295.6331		TRAVEL & LODGING	RAMSEY TOWN CENTER
						PURCHASES				
		1,490.69	CENTRAL HYDRAULICS ,OTHER MISC		56602	FEB2011 COMDATA	0312.6257		OTHER VEHICLE PARTS	SNOW & ICE REMOVAL
						PURCHASES				
		1,800.00	ICSC,OTHER MISCELLANEOUS TRANS		56602	FEB2011 COMDATA	0295.6331		TRAVEL & LODGING	RAMSEY TOWN CENTER
						PURCHASES				

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		62.14-			56602	FEB2011 COMDATA	9101.2082		SALES/USE TAX PAYABLE	GENERAL FUND
						PURCHASES				
		<u>21,011.89</u>								
		<u>222,554.74</u>	Grand Total							

<u>Payment Instrument Totals</u>	
Check Total	115,284.03
Transfer Total	<u>107,270.71</u>
Total Payments	<u>222,554.74</u>

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Payee		Stub	Document				Due	Invoice	Payment	Discount	Supplier	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
104701	10,000 LAKES CHAPTER	MEMBERSHIP FOR 2011	PV	56558	001	09101	3/10/2011	031011	115.00		104701	10,000 LAKES CHAPTER
	10,000 LAKES CHAPTER C/O ALAN STRAND CITY OF ROSEMOUNT 2875 145TH STREET ROSEMOUNT MN 55068-4997			Summary Total					115.00			
				Payment Amount					115.00			
100012	ACE SOLID WASTE INC	TRASH- 15050 ARMSTRONG	PV	56504	001	09101	3/1/2011	0008265203	60.55		100012	ACE SOLID WASTE INC
	ACE SOLID WASTE INC 6601 MCKINLEY STREET NW RAMSEY MN 55303			Summary Total					60.55			
				Summary Total					23,617.70			
				Payment Amount					23,678.25			
106641	AMERICAN PRESSURE INC	VP WAND	PV	56559	001	09101	3/3/2011	63838	114.56		106641	AMERICAN PRESSURE INC
	AMERICAN PRESSURE INC 3810 WBROADWAY ROBBINSDALE MN 55422			Summary Total					114.56			
				Payment Amount					114.56			
100021	AMERICAN PUBLIC WORKS ASSN	DUES 5-2011/4-12 G. RIEMER	PV	56418	001	09101	2/10/2011	144363MAY11	181.25		100021	AMERICAN PUBLIC WORKS ASSN

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Payee	Stub	Document	Due	Invoice	Payment	Discount	Supplier			
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Name	
AMERICAN PUBLIC WORKS ASSN PO BOX 802296 KANSAS CITY MO 64108-2296							Summary Total		181.25	
							Payment Amount		181.25	
100029	ANOKA AREA CHAMBER OF COMMERCE ANOKA AREA CHAMBER OF COMMERCE 12 BRIDGE SQUARE ANOKA MN 55303	2011 GALA FUND RAISER	PV	56506	001	09101	2/18/2011	15349	500.00	100029 ANOKA AREA CHAMBER OF COMMERCE
							Summary Total		500.00	
							Payment Amount		500.00	
100035	ANOKA COUNTY CENTRAL COMMUNICATION S ANOKA COUNTY CENTRAL COMMUNICATIONS 325 EAST MAIN STREET ANOKA MN 55303	2011 RADIO SERV. CONTRACT	PV	56507	001	09101	3/2/2011	2011-181	48.64	100035 ANOKA COUNTY CENTRAL COMMUNICATION S
							Summary Total		48.64	
							Summary Total		144.00	
							Summary Total		504.00	
							Summary Total		1,641.70	
							Summary Total		1,641.70	
							Summary Total		1,109.62	
							Summary Total		1,109.62	

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Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
		WIRELESS ACCESS							1,109.62			
									Summary Total			
		11 PD MOTOROLA SER CONTRACT	PV	56563	001	09101	3/2/2011	2011-177	2,000.34			
									Summary Total			
		MTERO EMERG SERVICE 11	PV	56564	001	09101	3/1/2011	2011-148	588.00			
									Summary Total			
									588.00			
									Payment Amount			
									6,036.30			
100052	ANOKA POLICE DEPARTMENT ANOKA POLICE DEPARTMENT 275 HARRISON STREET ANOKA MN 55303	FEB 11 ANIMAL CONTAINMENT	PV	56565	001	09101	3/11/2011	031111	135.00		100052	ANOKA POLICE DEPARTMENT
									Summary Total			
									135.00			
									Payment Amount			
									135.00			
100055	ANOKA TECHNICAL COLLEGE ANOKA TECHNICAL COLLEGE 1355 WEST HIGHWAY 10 ANOKA MN 55303	KATERS- INTERGRATE WIN 7/YOU	PV	56566	001	09101	3/1/2011	00083915	115.00		100055	ANOKA TECHNICAL COLLEGE
									Summary Total			
									115.00			
									Payment Amount			
									115.00			

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Payee		Stub	Document				Due	Invoice	Payment	Discount	Supplier	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
107141	APPLIED	MISC SUPPLIES	PV	56419	001	09101	2/17/2011	201255	178.57		107141	APPLIED
	CONCEPTS INC											CONCEPTS INC
	APPLIED	MISC SUPPLIES	PV	56419	002	09101	2/17/2011	201255	47.50			
	CONCEPTS INC											
	STALKER RADAR											
	P O BOX 972943											
	DALLAS TX 75397-2943											
Summary Total									226.07			
Payment Amount									226.07			
107591	ARMORTHANE	TOPPER CAP	PV	56420	001	09101	2/17/2011	9406	458.49		107591	ARMORTHANE
	BEDLINERS											BEDLINERS
	PLUS TRUCK											PLUS TRUCK
	ACCES.											ACCES.
	ARMORTHANE BEDLINERS PLUS TRUCK ACCES.											
	14155 UNITY STREET NW											
	RAMSEY MN 55303											
Summary Total									458.49			
Payment Amount									458.49			
100063	ASPEN MILLS	MISC FOR EXPLORERS	PV	56421	001	09101	2/10/2011	105518	123.55		100063	ASPEN MILLS
	ASPEN MILLS											
	8201 C	MSIC N.	PV	56422	001	09101	2/10/2011	105517	325.17			
	CENTRAL AVE	DAHLBERG										
	NE											
	SPRING LAKE PARK MN 55432											
Summary Total									325.17			
	C. KREYER		PV	56567	001	09101	3/3/2011	106273	82.00			
	BELT											
Summary Total									82.00			

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Payee Number	Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
Payment Amount						530.72			
112321	BACKMAN, AARON	MISC REIMBURSEMENT S FEB 11	PV 56423 001 09230	3/2/2011	030211	102.79		112321	BACKMAN, AARON
AARON BACKMAN 3221 WENDHURST AVE ST ANTHONY MN 55418						Summary Total	102.79		
						Payment Amount	102.79		
111838	BITWISE LOGIC INC	WEBSITE SERVEANT	PV 56568 001 09295	2/1/2011	3078	2,500.00		111838	BITWISE LOGIC INC
BITWISE LOGIC INC 7500 FLYING CLOUD DRIVE SUITE 950 EDEN PRAIRIE MN 55344						Summary Total	2,500.00		
						Payment Amount	2,500.00		
100101	CANVAS CRAFT	REPAIR-7 TENNIS NETS	PV 56424 001 09101	2/18/2011	18701	650.00		100101	CANVAS CRAFT
CANVAS CRAFT 7815 RIVERDALE DRIVE NW RAMSEY MN 55303						Summary Total	650.00		
						Payment Amount	650.00		
111934	CAPRA'S SPORTING GOODS	AMMUNITION	PV 56425 001 09101	2/25/2011	92427	3,366.56		111934	CAPRA'S SPORTING GOODS

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Payee		Stub	Document			Due	Invoice	Payment	Discount	Supplier		
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
	CAPRA'S SPORTING GOODS 8565 HWY 65 NE BLAINE MN 55434			Summary Total					3,366.56			
				Payment Amount					3,366.56			
104474	CARQUEST AUTO PARTS	MISC PARTS	PV	56426	001	09101	2/25/2011	6975-107902	16.44		104474	CARQUEST AUTO PARTS
	CARQUEST AUTO PARTS P O BOX 503589	BATTERY- FOR PRESSURE WASHER	PV	56427	001	09101	2/15/2011	6975-107387	87.40			
	ST LOUIS MO 63150-3589			Summary Total					87.40			
		BATTERY 654	PV	56428	001	09101	2/24/2011	6975-107877	91.85			
				Summary Total					91.85			
		BATTERY	PV	56429	001	09605	2/15/2011	6975-107386	52.50			
				Summary Total					52.50			
		LATE FEE	PV	56430	001	09101	2/10/2011	021011	5.15			
				Summary Total					5.15			
		MISC PARTS	PV	56569	001	09101	3/4/2011	6975-108228	28.94			
				Summary Total					28.94			
		BRAKES 386	PV	56570	001	09101	3/1/2011	6975-108037	454.39			
				Summary Total					454.39			
		EASI-DRY CAR WASH	PV	56571	001	09101	3/7/2011	6975-108361	10.67			
				Summary Total					10.67			
				Payment Amount					747.34			

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Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Name		
107662	CEAM CO LEAGUE OF MN CITIES	MEMBERSHIP-OL SON,HIMMER,LI NTON	PV	56572	001	09601	3/11/2011	031111	180.00	107662	CEAM CO LEAGUE OF MN CITIES
	CEAM C/O LEAGUE OF MINNESOTA CITIES ATTENTION: REBECCA ERICKSON 145 UNIVERSITY AVE WEST ST PAUL MN 55103-2044								Summary Total		180.00
									Payment Amount		180.00
100105	CENTRAL LANDSCAPE SUPPLY	TREE STRAP MATERIAL	PV	56509	001	09101	3/1/2011	204816	53.44	100105	CENTRAL LANDSCAPE SUPPLY
	CENTRAL LANDSCAPE SUPPLY 4026 COUNTY RD 74 SOUTH ST CLOUD MN 56301								Summary Total		53.44
									Payment Amount		53.44
108228	COBORNS	MARCH BILLING	PV	56510	001	09101	3/1/2011	030111	141.24	108228	COBORNS
	COBORNS 1445 EAST HIGHWAY 23 P O BOX 1502 ST CLOUD MN 56302								Summary Total		141.24
									Payment Amount		141.24
112477	COMPAR INC COMPAR INC	5 PROBOOKS 5 PROBOOKS	PV	56431	001	09290	2/23/2011	194074	1,868.98	112477	COMPAR INC
	10301 YELLOW CIRCLE DRIVE		PV	56431	002	09290	2/23/2011	194074	2,828.18		
									Summary Total		4,697.16

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Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
MINNETONKA MN 55343												
Payment Amount								4,697.16				
100122	COOP'S LOCKSMITH SERVICES	2 KEYS	PV	56573	001	09101	3/4/2011	37700	4.28		100122	COOP'S LOCKSMITH SERVICES
COOP'S LOCKSMITH SERVICES				Summary Total					4.28			
220 WEST MAIN STREET				Payment Amount					4.28			
RAMSEY MN 55303												
100125	COUNTRYSIDE PRINTING INC	BUS CARDS GLADHILL/ANDERSON	PV	56432	001	09101	2/23/2011	30223	74.81		100125	COUNTRYSIDE PRINTING INC
COUNTRYSIDE PRINTING				Summary Total					74.81			
6250 BUNKER LAKE BLVD NW		CARDS-DAHLBERG		Summary Total					36.87			
SUITE 113				Summary Total					36.87			
RAMSEY MN 55303		BUSINESS CARDS		Summary Total					37.41			
		BUSINESS CARDS		Summary Total					37.41			
				Summary Total					221.23			
				Summary Total					370.32			
				Payment Amount					370.32			
100129	CRYSTEEL	MISC PARTS	PV	56467	001	09101	2/15/2011	LC00003105	299.32		100129	CRYSTEEL

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Payee	Stub	Document	Due	Invoice	Payment	Discount	Supplier
Number	Name / Mailing Address	Ty Number Itm Co	Date	Number	Amount	Taken	Number Name
	TRUCK EQUIPMENT						TRUCK EQUIPMENT
	CRYTEEL MANUFACTURING P O BOX 76154 CLEVELAND OH 44101-4755				Summary Total	299.32	
					Payment Amount	299.32	
107340	CUSTOM MANUFACTURING INC	10 PICNIC TABLE FRAMES	PV 56433 001 09101 2/21/2011 4549		1,710.43		107340 CUSTOM MANUFACTURING INC
	CUSTOM MANUFACTURING INC 606 DELCO DRIVE P O BOX 279 CLINTON WI 53525				Summary Total	1,710.43	
					Payment Amount	1,710.43	
100144	DEHN OIL COMPANY	DIESEL RED	PV 56434 001 09101 2/18/2011 6880		1,755.50		100144 DEHN OIL COMPANY
	DEHN OIL COMPANY 6735 141ST AVENUE NW RAMSEY MN 55303	DIESEL FUEL	PV 56435 001 09101 2/18/2011 6881		Summary Total	1,755.50	
					1,230.32		
					Summary Total	1,230.32	
					Payment Amount	2,985.82	
100167	ELK RIVER FORD INC	LAMP ASSY	PV 56436 001 09101 2/23/2011 207524CT		29.99		100167 ELK RIVER FORD INC
	ELK RIVER FORD INC				Summary Total	29.99	

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Payee		Stub	Document			Due	Invoice	Payment	Discount	Supplier		
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
	17219 HIGHWAY 10 NW PO BOX 304 ELK RIVER MN 55330								29.99			
				Payment Amount					29.99			
100993	EMBEDDED SYSTEMS, INC	REPAIR SIREN 16	PV	56437	001	09101	2/16/2011	32665	64.13		100993	EMBEDDED SYSTEMS, INC
	EMBEDDED SYSTEMS, INC	REPAIR SIREN 16	PV	56437	002	09101	2/16/2011	32665	85.00			
	11931 HWY #65 NE BLAINE MN 55434			Summary Total					149.13			
				Payment Amount					149.13			
100170	EMERGENCY MEDICAL PRODUCTS INC	FIRST AID KITS/EMS VITAL STAT	PV	56577	001	09101	3/2/2011	1355433	150.43		100170	EMERGENCY MEDICAL PRODUCTS INC
	EMERGENCY MEDICAL PRODUCTS INC			Summary Total					150.43			
	25196 NETWORK PLACE CHICAGO IL 60673-1251			Payment Amount					150.43			
107099	FASTENAL	MISC PARTS	PV	56438	001	09101	2/17/2011	MNTC872101	20.63		107099	FASTENAL
	FASTENAL COMPANY			Summary Total					20.63			
	P O BOX 978	MISC PARTS	PV	56439	001	09101	2/17/2011	MNTC872186	16.93			
	WINONA MN 55987			Summary Total					16.93			
		MISC PARTS	PV	56440	001	09101	2/17/2011	MNTC871989	23.43			
				Summary Total					23.43			

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Payee	Stub	Document	Due	Invoice	Payment	Discount	Supplier
Number	Name / Mailing Address	Message	Ty Number Itm Co Date	Number	Amount	Taken	Number Name
	MISC PARTS		PV 56441 001 09101 2/10/2011	MNTC872279	4.77		
		Summary Total			4.77		
	MISC PARTS		PV 56442 001 09101 2/10/2011	MNTC872312	7.02		
		Summary Total			7.02		
	MISC PARTS		PV 56443 001 09101 2/23/2011	MNTC872621	53.22		
		Summary Total			53.22		
		Payment Amount			126.00		
107101 FIRE LOSS MANAGEMENT LLC	REVIEW-IN-TECH		PV 56579 001 09101 2/20/2011	022011	100.00		107101 FIRE LOSS MANAGEMENT LLC
FIRE LOSS MANAGEMENT LLC		Summary Total			100.00		
678 PINWOOD DRIVE		Payment Amount			100.00		
SHOREVIEW MN 55126							
110760 FIRE SAFETY USA, INC	HELMETS		PV 56578 001 09101 3/7/2011	43219	980.00		110760 FIRE SAFETY USA, INC
FIRE SAFETY USA, INC		Summary Total			980.00		
3253 19TH STREET NW		Payment Amount			980.00		
ROCHESTER MN 55901							
112421 FIRST SCRIBE	WEB APPLICATION		PV 56580 001 09101 3/1/2011	21346	200.00		112421 FIRST SCRIBE
FIRST SCRIBE		Summary Total			200.00		
110 CHESHIRE LANE SUITE 105							

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Payee		Stub	Document				Due	Invoice	Payment	Discount	Supplier						
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name					
MINNETONKA MN 55305																	
Payment Amount								200.00									
100186	FRANKENSIGNS INC	PLATES- GLADHILL/ANDE RSON	PV	56581	001	09101	2/24/2011	256444	42.75		100186	FRANKENSIGNS INC					
FRANKENSIGNS P O BOX 49301 BLAINE MN 55449								Summary Total	42.75								
								Payment Amount	42.75								
112472	FRESHWATER SOCIETY	ROAD SALT SYMPOSIUM-RIE MER	PV	56444	001	09101	2/8/2011	91578	125.00		112472	FRESHWATER SOCIETY					
FRESHWATER SOCIETY GRAY FRESHWATER CENTER 2500 SHADYWOOD ROAD EXCELSIOR MN 55331								Summary Total	125.00								
								Payment Amount	125.00								
100189	G AND K SERVICES INC	UNIFORMS	PV	56445	001	09101	2/16/2011	1006827824	64.00		100189	G AND K SERVICES INC					
G AND K SERVICES INC PO BOX 1450-NW 7536 MINNEAPOLIS MN 55485-7536								UNIFORMS	PV	56445	002	09101	2/16/2011	1006827824	10.00		
								UNIFORMS	PV	56445	003	09101	2/16/2011	1006827824	55.02		
								UNIFORMS	PV	56445	004	09101	2/16/2011	1006827824	55.03		

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Payee	Stub	Document	Due	Invoice	Payment	Discount	Supplier
Number	Name / Mailing Address	Ty Number Itm Co	Date	Number	Amount	Taken	Number Name
Summary Total					184.05		
	UNIFORMS	PV 56446 001 09101	2/23/2011	1006838783	64.00		
	UNIFORMS	PV 56446 002 09101	2/23/2011	1006838783	10.00		
	UNIFORMS	PV 56446 003 09101	2/23/2011	1006838783	103.21		
	UNIFORMS	PV 56446 004 09101	2/23/2011	1006838783	103.21		
Summary Total					280.42		
	MATS STATION 2	PV 56511 001 09101	3/2/2011	1006849826	80.27		
Summary Total					80.27		
	UNIFORMS	PV 56582 001 09101	3/2/2011	1006849823	64.00		
	UNIFORMS	PV 56582 002 09101	3/2/2011	1006849823	10.00		
	UNIFORMS	PV 56582 003 09101	3/2/2011	1006849823	57.98		
	UNIFORMS	PV 56582 004 09101	3/2/2011	1006849823	57.98		
Summary Total					189.96		
Payment Amount					734.70		
100200 GOPHER STATE ONE CALL INC GOPHER STATE ONE CALL 18946 LAKE DRIVE EAST CHANHASSEN MN 55317	ANNUAL FEE	PV 56447 001 09601	2/11/2011	4860	33.33		100200 GOPHER STATE ONE CALL INC
	ANNUAL FEE	PV 56447 002 09601	2/11/2011	4860	33.33		
	ANNUAL FEE	PV 56447 003 09601	2/11/2011	4860	33.34		
Summary Total					100.00		
	42 TICKETS	PV 56583 001 09601	3/3/2011	8272	26.75		
	42 TICKETS	PV 56583 002 09601	3/3/2011	8272	26.75		
	42 TICKETS	PV 56583 003 09601	3/3/2011	8272	26.75		
Summary Total					80.25		
Payment Amount					180.25		

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Payee		Stub	Document			Due	Invoice	Payment	Discount	Supplier		
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
100650	GRAINGER	MISC SUPPLIES	PV	56512	001	09101	2/17/2011	9464976936	129.37		100650	GRAINGER
	GRAINGER INC			Summary Total					129.37			
	DEPT.	FAUCET REPAIR	PV	56513	001	09101	2/23/2011	9470134025	24.02			
	806511127	PARTS		Summary Total					24.02			
	PALATINE IL 60038-0001			Payment Amount					153.39			
111609	GREAT RIVER PRINTING	MAR/APRIL RAM RESIDENT	PV	56584	001	09101	3/2/2011	6567	4,594.62		111609	GREAT RIVER PRINTING
	GREAT RIVER PRINTING			Summary Total					4,594.62			
	7150 BOONE AVE N SUITE 100			Payment Amount					4,594.62			
	MINNEAPOLIS MN 55428-1551											
100814	HACH COMPANY	ACCUVACS	PV	56514	001	09601	2/18/2011	7121880	450.32		100814	HACH COMPANY
	HACH COMPANY			Summary Total					450.32			
	2207 COLLECTIONS CENTER DR			Payment Amount					450.32			
	CHICAGO IL 60693											
106963	HEWLETT PACKARD COMPANY	6 LCD MONITORS	PV	56448	001	09101	2/17/2011	49007844	1,370.14		106963	HEWLETT PACKARD COMPANY
	HEWLETT PACKARD COMPANY			Summary Total					1,370.14			
	13207 COLLECTIONS CENTER DR											
	CHICAGO IL 60693											

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Document Itm	Document Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
Payment Amount									1,370.14			
111402	HIMLE HORNER INC	FEB 2011 BILLING	PV	56515	001	09400	3/1/2011	0211	364.28		111402	HIMLE HORNER INC
	HIMLE HORNER INC								364.28			
	8500 NORMANDALE LAKE BLVD SUITE 720											
	BLOOMINGTON MN 55437											
Payment Amount									364.28			
100228	INTOXIMETERS	MISC SUPPLIES	PV	56585	001	09101	3/7/2011	326939	212.68		100228	INTOXIMETERS
	INTOXIMETERS								212.68			
	P O BOX 798313											
	ST LOUIS MO 63179-8000											
Payment Amount									212.68			
107714	JOHNSON CONTROLS INC	REPLACED UNT CONTROLLER	PV	56449	001	09101	2/18/2011	1-2391210595	603.66		107714	JOHNSON CONTROLS INC
	JOHNSON CONTROLS INC	REPLACED UNT CONTROLLER	PV	56449	002	09101	2/18/2011	1-2391210595	831.00			
	P O BOX 730068											
	DALLAS TX 75373											
Payment Amount									1,434.66			
100256	LANO EQUIPMENT INC	ANTENNA/ MIRROR HEAD	PV	56450	001	09101	2/14/2011	193516	39.40		100256	LANO EQUIPMENT INC
	LANO EQUIPMENT INC	ANTENNA/ MIRROR HEAD	PV	56450	002	09101	2/14/2011	193516	17.37			

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Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Number	Supplier Name
	6140 HIGHWAY 10 NW ANOKA MN 55303								56.77			
								Summary Total	56.77			
								Payment Amount	56.77			
100722	LATOUR VINYL LATOUR VINYL 7747 158TH AVENUE NW RAMSEY MN 55303	LETTERS FOR PICK UP	PV	56586	001	09101	3/13/2011	031311	131.19		100722	LATOUR VINYL
								Summary Total	131.19			
								Payment Amount	131.19			
100258	LEAGUE OF MINNESOTA CITIES LEAGUE OF MN CITIES FINANCE DEPT 145 UNIVERSITY AVE WEST ST PAUL MN 55103-2044	ULRICH AND NELSON 2011 CONF	PV	56588	001	09101	3/9/2011	149992	160.00		100258	LEAGUE OF MINNESOTA CITIES
								Summary Total	160.00			
								Payment Amount	160.00			
100259	LEAGUE OF MN CITIES INS TRUST LEAGUE OF MN CITIES INS TRUST C/O BERKLEY RISK SERVICES INC P O BOX 581517	RE: G. RIEMER	PV	56516	001	09702	3/1/2011	C0005002	1,190.00		100259	LEAGUE OF MN CITIES INS TRUST
								Summary Total	1,190.00			
								PV 56587 001 09295 2/27/2011 35746	956.00			
								Summary Total	956.00			

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Payee	Stub	Document	Due	Invoice	Payment	Discount	Supplier				
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Name		
MINNEAPOLIS MN 55458-1517											
					Payment Amount	2,146.00					
111835	LEXISNEXIS RISK SOLUTIONS	DOT ANNUAL TESTING	PV	56589	001	09101	2/28/2011	132501	544.00	111835	LEXISNEXIS RISK SOLUTIONS
LEXISNEXIS RISK SOLUTIONS P O BOX 934899 ATLANTA GA 31193-4899					Summary Total	544.00					
					Payment Amount	544.00					
100268	LRRWMO - CITY OF ANOKA	ANNUAL DUES 2011	PV	56451	001	09605	2/24/2011	266	17,211.00	100268	LRRWMO - CITY OF ANOKA
LRRWMO - CITY OF ANOKA 2015 - 1ST AVENUE NORTH ANOKA MN 55303					Summary Total	17,211.00					
					Payment Amount	17,211.00					
100270	MACQUEEN EQUIPMENT INC	BEARINGS 655	PV	56452	001	09101	2/10/2011	S-11117	151.79	100270	MACQUEEN EQUIPMENT INC
MACQUEEN EQUIPMENT INC 595 ALDINE STREET ST PAUL MN 55104					Summary Total	696.06					
					Payment Amount	696.06					
112512	MADDEN,GALANT	SERVICES	PV	56517	001	09101	2/1/2011	020111	96.00	112512	MADDEN,GALANT

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Payee		Stub	Document			Due	Invoice	Payment	Discount	Supplier		
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
	ER,HANSEN LLP	THROUGH 1-31-11										ER,HANSEN LLP
	MADDEN,GALANTER,HANSEN LLP 505 NORTH HIGHWAY 169 SUITE 295 PLYMOUTH MN 55441-6444								96.00			
									96.00			
100961	MCDOWALL, MICHAEL	REIMBURSE- DESIGN	PV	56519	001	09101	3/9/2011	030911	210.00		100961	MCDOWALL, MICHAEL
	MICHAEL MCDOWALL	REIMBURSE- DESIGN	PV	56519	002	09101	3/9/2011	030911	200.00			
		CE-INSPEC										
	14730 120TH STREET BECKER MN 55308								410.00			
									410.00			
100283	MENARDS-CR	FD - TARP	PV	56522	001	09101	2/24/2011	43384	62.71		100283	MENARDS-CR
	MENARDS 3045 MAIN STREET COON RAPIDS MN 55433								62.71			
									62.71			
100285	MET COUNCIL ENVIRONMENTAL SRV	WASTE WATER APR 2011	PV	56523	001	09602	3/2/2011	0000954285	47,098.78		100285	MET COUNCIL ENVIRONMENTAL SRV
	MET COUNCIL ENVIRONMENTAL SRV SDS-12-1064								47,098.78			

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Number	Payee Name / Mailing Address	Stub Message	Document			Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name	
			Ty	Number	Itm							Co
	P O BOX 86 MINNEAPOLIS MN 55486-1064							47,098.78				
	Payment Amount											
100287	METRO FIRE INC METRO FIRE INC 13915 LINCOLN ST NE SUITE D HAM LAKE MN 55304	SCBA FLOW TEST	PV	56520	001	09101	2/24/2011	40348	2,472.50		100287 METRO FIRE INC	
	Summary Total											
									2,472.50			
	Payment Amount											
									2,472.50			
108208	METRO PRODUCTS INC METRO PRODUCTS INC 7401 CENTRAL AVENUE NE FRIDLEY MN 55432	MISC PARTS	PV	56453	001	09101	2/18/2011	76488	85.39		108208 METRO PRODUCTS INC	
	Summary Total											
									85.39			
	Payment Amount											
									85.39			
100303	MINNESOTA CONWAY INC MINNESOTA CONWAY 575 MINNEHAHA AVE WEST ST PAUL MN 55103-1573	RECHARGES	PV	56590	001	09101	2/28/2011	19116	40.74		100303 MINNESOTA CONWAY INC	
	Summary Total											
									40.74			
	Payment Amount											
									40.74			
105625	MINNESOTA TRANSPORTATIO	TRANS. DAY K. ULRICH	PV	56521	001	09101	2/21/2011	8265	115.00		105625 MINNESOTA TRANSPORTATIO	

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Payee	Stub	Document	Due	Invoice	Payment	Discount	Supplier		
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Name
	MN POST BOARD								
	1600 UNIVERSITY AVE SUITE 200								
	ST PAUL MN 55104-3825								
							Summary Total		
									360.00
							Payment Amount		360.00
100354	NEWMAN	MISC SIGN	PV	56455	001	09101	2/10/2011	TI-0231187	499.63
	TRAFFIC SIGNS	MATERIAL							
	NEWMAN TRAFFIC SIGNS								
	PO BOX 1728								
	JAMESTOWN ND 58402-1728								
							Summary Total		499.63
							Payment Amount		499.63
100363	NORTHERN	MISC SUPPLIES	PV	56456	001	09101	2/25/2011	147120	400.18
	SANITARY								
	SUPPLY CO								
	NORTHERN SANITARY SUPPLY CO								
	341 COON RAPIDS BLVD								
	MINNEAPOLIS MN 55433								
							Summary Total		400.18
							Payment Amount		400.18
107244	NORTHLAND	STATE-AID	PV	56525	001	09344	2/4/2011	020411	125,000.00
	TRUST	ROAD BONDS							
	SERVICES INC								
	NORTHLAND	STATE-AID	PV	56525	002	09344	2/4/2011	020411	19,715.00
	TRUST	ROAD BONDS							
	SERVICES INC								
	45 SOUTH 7TH STREET SUITE 2000								
	MINNEAPOLIS MN 55402								
							Summary Total		144,715.00

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Payee		Stub	Document			Due	Invoice	Payment	Discount	Supplier		
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
Payment Amount									144,715.00			
100368	OFFICE DEPOT	STEP STOOL	PV	56457	001	09101	2/11/2011	551851298001	58.35		100368	OFFICE DEPOT
	OFFICE DEPOT			Summary Total					58.35			
	P O BOX 70049											
	LOS ANGELES CA 90074-0049											
Payment Amount									58.35			
110480	OPUS 21	SERVICES FOR	PV	56526	001	09601	3/6/2011	110255	272.10		110480	OPUS 21
	MANAGEMENT	FEB 2011										MANAGEMENT
	SOLUTIONS											SOLUTIONS
	OPUS 21	SERVICES FOR	PV	56526	002	09601	3/6/2011	110255	217.68			
	MANAGEMENT	FEB 2011										
	SOLUTIONS											
	680 COMMERCE	SERVICES FOR	PV	56526	003	09601	3/6/2011	110255	217.68			
	DRIVE SUITE	FEB 2011										
	160											
	WOODBURY MN	SERVICES FOR	PV	56526	004	09601	3/6/2011	110255	163.27			
	55125	FEB 2011										
		SERVICES FOR	PV	56526	005	09601	3/6/2011	110255	217.68			
		FEB 2011										
Summary Total									1,088.41			
Payment Amount									1,088.41			
100829	PCS SAFETY	SPOTLIGHT	PV	56458	001	09101	2/24/2011	8024	38.43		100829	PCS SAFETY
	SYSTEMS INC	BULB										SYSTEMS INC
	PCS SAFETY SYSTEMS INC			Summary Total					38.43			
	P O BOX 405	REMOVE	PV	56459	001	09101	2/25/2011	8025	37.50			
		ARROWSTICK										

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Number	Name / Mailing Address	Ty Number Itm Co	Date	Number	Amount	Taken	Number Name
FROM TOPPER							
ELK RIVER MN 55330		Summary Total			37.50		
	WORK ON 386	PV 56591 001 09101	3/3/2011	8036	75.00		
		Summary Total			75.00		
		Payment Amount			150.93		
111488 POPP.COM INC	FEB 2011	PV 56592 001 09101	2/28/2011	1940731	112.82		111488 POPP.COM INC
	BILLING						
POPP.COM INC	FEB 2011	PV 56592 002 09101	2/28/2011	1940731	40.29		
	BILLING						
P O BOX 27110	FEB 2011	PV 56592 003 09101	2/28/2011	1940731	40.29		
	BILLING						
GOLDEN VALLEY	FEB 2011	PV 56592 004 09101	2/28/2011	1940731	233.70		
MN 55427-0110	BILLING						
	FEB 2011	PV 56592 005 09101	2/28/2011	1940731	40.29		
	BILLING						
	FEB 2011	PV 56592 006 09101	2/28/2011	1940731	56.41		
	BILLING						
	FEB 2011	PV 56592 007 09101	2/28/2011	1940731	32.23		
	BILLING						
	FEB 2011	PV 56592 008 09101	2/28/2011	1940731	8.06		
	BILLING						
	FEB 2011	PV 56592 009 09101	2/28/2011	1940731	120.00		
	BILLING						
	FEB 2011	PV 56592 010 09101	2/28/2011	1940731	90.31		
	BILLING						
	FEB 2011	PV 56592 011 09101	2/28/2011	1940731	120.01		
	BILLING						
		Summary Total			894.41		
		Payment Amount			894.41		

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Payee		Stub	Document			Due	Invoice	Payment	Discount	Supplier		
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
107978	PREMIER COMMERCIAL PROPERTIES INC	FINAL INVOICE 6745 HWY 10	PV	56527	001	09410	2/28/2011	2757	400.00		107978	PREMIER COMMERCIAL PROPERTIES INC
	PREMIER COMMERCIAL PROPERTIES INC								400.00			
	6897 139TH LANE NW RAMSEY MN 55303								400.00			
									400.00			
107573	PUBLIC AGENCY TRAINING COUNCIL	SEMINAR- B. ROSSUM	PV	56460	001	09101	2/17/2011	138884	295.00		107573	PUBLIC AGENCY TRAINING COUNCIL
	PUBLIC AGENCY TRAINING COUNCIL								295.00			
	5235 DECATUR BLVD	SEMINAR WIELER & BLUML	PV	56461	001	09101	2/21/2011	138955	590.00			
	INDIANAPOLIS IN 46241								590.00			
									885.00			
									885.00			
									885.00			
									885.00			
									2,655.00			
100421	REGAL AWARDS	NAME PLATES	PV	56595	001	09101	3/8/2011	11138	41.79		100421	REGAL AWARDS

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Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	& TROPHIES	AND LETTERS										& TROPHIES
	REGAL AWARDS & TROPHIES								41.79			
	530 WEST MAIN STREET											
	ANOKA MN 55303											
									41.79			
107880	RICK JOHNSON- DEER AND BEAVER INC	2 DEER CALLS FEB 11	PV	56462	001	09101	3/1/2011	030111	180.00		107880	RICK JOHNSON- DEER AND BEAVER INC
	RICK JOHNSON- DEER AND BEAVER INC								180.00			
	18595 XENOLITH STREET NW											
	BURNS TOWNSHIP MN 55303											
									180.00			
107438	RUM RIVER MOBILE SERVICE	SEAT STITCHED 312	PV	56596	001	09101	3/8/2011	513963	145.00		107438	RUM RIVER MOBILE SERVICE
	RUM RIVER MOBILE SERVICE								145.00			
	10622 STATE HIGHWAY 95											
	PRINCETON MN 55371											
									145.00			
112475	S & T OFFICE PRODUCTS INC	OFFICE SUPPLIES	PV	56464	001	09101	2/2/2011	01OL0113	115.02		112475	S & T OFFICE PRODUCTS INC
	S & T OFFICE PRODUCTS INC	OFFICE SUPPLIES	PV	56464	002	09101	2/2/2011	01OL0113	103.05			
	1000 KRISTEN COURT	OFFICE SUPPLIES	PV	56464	003	09101	2/2/2011	01OL0113	99.93			

CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2011

Payee		Stub	Document			Due	Invoice	Payment	Discount	Supplier		
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
	ST PAUL MN 55110			Summary Total					318.00			
		OFFICE	PV	56528	001	09101	3/2/2011	01OM2373	45.04			
		SUPPLIES										
		OFFICE	PV	56528	002	09101	3/2/2011	01OM2373	1.91			
		SUPPLIES										
				Summary Total					46.95			
				Payment Amount					364.95			
107711	SCHINDLER ELEVATOR	QTR BILLING 3-11/5-11	PV	56463	001	09240	3/1/2011	8102849609	1,054.86		107711	SCHINDLER ELEVATOR
	SCHINDLER ELEVATOR 875 BLUE GENTIAN ROAD EGAN MN 55121			Summary Total					1,054.86			
				Payment Amount					1,054.86			
109415	SOLBREKK	SCANNER	PV	56465	001	09101	2/28/2011	76878	1,464.19		109415	SOLBREKK
	SOLBREKK 1000 BOONE AVENUE N. SUITE 650			Summary Total					1,464.19			
		SUPPORT- SETUP	PV	56466	001	09101	2/28/2011	76879	360.75			
	GOLDEN VALLEY MN 55427			Summary Total					360.75			
				Payment Amount					1,824.94			
100457	ST JOSEPH EQUIPMENT INC	MISC PARTS	PV	56597	001	09605	3/1/2011	V123255	611.72		100457	ST JOSEPH EQUIPMENT INC
	ST JOSEPH EQUIPMENT INC 16200 HWY 10 NW			Summary Total					611.72			

CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2011

Payee		Stub	Document				Due	Invoice	Payment	Discount	Supplier	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
	ELK RIVER MN 55330								611.72			
			Payment Amount									
106998	TECHTRON ENGINEERING INC	PRE DEMO 7157 HIGHWAY 10	PV	56598	001	09410	3/8/2011	9611	650.00		106998	TECHTRON ENGINEERING INC
	TECHTRON ENGINEERING INC 640 E MAIN STREET ANOKA MN 55303								650.00			
			Summary Total							650.00		
			Payment Amount							650.00		
100485	TIMESAVER OFF SITE SECRETARIAL INC	FEB 11 MEETINGS	PV	56529	001	09101	2/28/2011	M18264	638.05		100485	TIMESAVER OFF SITE SECRETARIAL INC
	TIMESAVER OFF SITE SECRETARIAL INC 28601 HUB DRIVE MADISON LAKE MN 56063-4179								638.05			
			Summary Total							638.05		
			Payment Amount							638.05		
100495	TWIN CITIES FLAG SOURCE	FLAGS	PV	56599	001	09101	3/3/2011	15857	187.03		100495	TWIN CITIES FLAG SOURCE
	TWIN CITIES FLAG SOURCE 3240 - 199TH AVENUE NW ANOKA MN 55303								187.03			
			Summary Total							187.03		
			Payment Amount							187.03		

CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2011

Payee		Stub	Document			Due	Invoice	Payment	Discount	Supplier		
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
106812	TWIN CITY FILTER SERVICE INC TWIN CITY FILTER SERVICE INC 2529 25TH AVE S MINNEAPOLIS MN 55406-1280	FILTERS	PV	56600	001	09101	3/2/2011	0484525	427.97		106812	TWIN CITY FILTER SERVICE INC
									Summary Total	427.97		
									Payment Amount	427.97		
111742	TWIN CITY WATER CLINIC INC TWIN CITY WATER CLINIC INC 617 13TH AVENUE SOUTH HOPKINS MN 55343	FEB WATER SAMPLES	PV	56530	001	09601	2/28/2011	976	150.00		111742	TWIN CITY WATER CLINIC INC
									Summary Total	150.00		
									Payment Amount	150.00		
106638	UNIQUE PAVING MATERIALS CORPORATION UNIQUE PAVING MATERIALS CORPORATION 3993 EAST 93RD STREET CLEVELAND OH 44105-4096	WINTER MIX	PV	56468	001	09101	2/16/2011	210905	133.59		106638	UNIQUE PAVING MATERIALS CORPORATION
									Summary Total	133.59		
									Payment Amount	133.59		
100506	US POSTMASTER US POSTMASTER	PERMIT 131 STANDARD MAIL	PV	56531	001	09101	3/3/2011	030311	185.00		100506	US POSTMASTER
									Summary Total	185.00		
									Payment Amount	185.00		

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2011

Payee		Stub	Document				Due	Invoice	Payment	Discount	Supplier	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
109210	VE SYSTEMS INC	AIR FILTERS-SOLUT IONS BOILERS	PV	56469	001	09101	2/25/2011	6598	391.32		109210	VE SYSTEMS INC
	VE SYSTEMS INC 12800 INDUSTRIAL PARK BLVD #150C PLYMOUTH MN 55441								Summary Total	391.32		
									Payment Amount	391.32		
112060	WEIGMAN, DAVID	REIMBURSE-CIT Y MAPS AND FOLD	PV	56532	001	09101	3/4/2011	030411	141.42		112060	WEIGMAN, DAVID
	DAVID WEIGMAN 14720 NEON STREET NW RAMSEY MN 55303								Summary Total	141.42		
									Payment Amount	141.42		
									Total Amount to be Processed	291,229.18		
									Total Number of Payments to be Processed	86		

CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2011

Payee		Stub	Document				Due	Invoice	Payment	Discount	Supplier	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
106565	DRYDEN EXCAVATING	PAY EST 1 WETLAND 656W OUTLET	PV	56556	001	09605	3/14/2011	031411	23,682.55		106565	DRYDEN EXCAVATING
	DRYDEN EXCAVATING 6700 VIKING BLVD NW ANOKA MN 55303			Summary Total					23,682.55			
				Payment Amount					23,682.55			
111598	NEW LOOK CONTRACTING INC	PAY EST-FINAL 09 STORM SEWER	PV	56557	001	09605	3/14/2011	031411	10,842.69		111598	NEW LOOK CONTRACTING INC
	NEW LOOK CONTRACTING INC 19696 COUNTY ROAD 72 ELK RIVER MN 55330			Summary Total					10,842.69			
				Payment Amount					10,842.69			
Total Amount to be Processed									34,525.24			
Total Number of Payments to be Processed											2	

NORTHLAND TRUST SERVICES, INC.
45 South 7th Street, Ste 2000
Minneapolis, Mn 55402

GOOD FEB 11 2011

Phone: 612-851-4931
Fax: 612-851-4933

02/04/11

RAMS09A

CITY OF RAMSEY
ATTN: FINANCE OFFICER
7550 SUNWOOD DRIVE NW
RAMSEY MN 55303-5137

9344.6602 \$125,000
9344.6611 19,715

144,715
adh

Re:
CITY OF RAMSEY, MINNESOTA
\$1,340,000 GENERAL OBLIGATION TAXABLE
STATE-AID ROAD BONDS, SERIES 2009A

Debt Service		
Principal paydown due 04/01/11	\$	125,000.00
Interest due 04/01/11	\$	19,715.00

Paying Agent Annual Fee 0.00

=====

Amount Due by Check 3/25/2011 * \$ 144,715.00

*This earlier date allows for Bank check clearing of 3-5 business days prior to payment date to ensure good funds. Make Checks payable to NORTHLAND TRUST SERVICES, INC.

MN School District wires due 3 days prior to payment date to comply with State Credit Enhancement requirements.

All other Wires due 1-2 days prior to payment date:
Wells Fargo Bank, San Francisco, CA.
ABA#121-000-248
Northland Trust Services, #143-6412710
Ref: Issuer Name

If wiring, please advise by Fax, phone or email:
rstephney@northlandtrust.com or 612-851-4931
vvevea@northlandtrust.com or 612-851-5985
lgiampaolo@northlandtrust.com or 612-851-4932

Thank You for your business!

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #11-03-XXX

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF MARCH 3, 2011 THROUGH MARCH 16, 2011.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of March 3, 2011, through March 16, 2011, in the amount of \$ 674,023.94and

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 March 3, 2011, through March 16, 2011, in the amount of \$674,023.94.

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 22nd day of March, 2011.

Mayor

ATTEST:

City Clerk

CC Regular Session

Item #: 5.8.

Date: 03/22/2011

By: MaryJo Warner
Engineering/Public Works

Information

Title:

Adopt Resolution 11-03-XXX Authorizing 1st Partial Payment to Dryden Excavating for IP 10-24 656W Drainage Outlet

Background:

Resolution and Pay Request Attached

Council Action:

Motion to adopt Resolution 11-03-XXX Authorizing 1st Partial Payment to Dryden Excavating for IP 10-24 656W Drainage Outlet

Attachments

Resolution 03.22.11

Pay App 1

Form Review

Inbox

Tim Himmer
Brian Olson
Kurt Ulrich
Form Started By: MaryJo Warner
Final Approval Date: 03/17/2011

Reviewed By

Tim Himmer
Brian Olson
Kurt Ulrich

Date

03/16/2011 11:40 AM
03/16/2011 01:04 PM
03/17/2011 12:59 PM
Started On: 03/15/2011 08:48 AM

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #11-03-XXX

RESOLUTION AUTHORIZING 1ST PARTIAL PAYMENT TO DRYDEN EXCAVATING FOR IP 10-24 656W DRAINAGE OUTLET

WHEREAS, the Ramsey City Council authorized the preparation of plans and specifications, the solicitation of quotes, and

WHEREAS, pursuant to the solicitation of quotes for 656W Drainage Outlet, proposals were received, opened, tabulated, and a project awarded according to law on February 8th, 2011; and

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to Dryden Excavating in the amount of \$23,682.55.

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 Dryden Excavating for the 656W Drainage Outlet in the amount of \$23,682.55.
- 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 March 22, 2011.
- 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 22nd day of March, 2011.

ATTEST:

Mayor

City Clerk

Pay Estimate Summary Sheet
IP 10-24; Wetland 656W Outlet

City of Ramsey

Estimate no 1

TOTAL CONTRACT	\$	28,026.00
CHANGE ORDER NO		
TOTAL WITH CHANGE ORDERS	\$	28,026.00
STORED MATERIALS	\$	-
TOTAL, COMPLETED WORK TO DATE	\$	24,929.00
TOTAL WORK COMPLETED PLUS STORED MATERIALS	\$	24,929.00
RETAINED PERCENTAGE 5%	\$	1,246.45
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$	23,682.55
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$	-
PAY CONTRACTOR PER ESTIMATE NO. 2	\$	23,682.55

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: Dryden Excavating, 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

IP 10-24; Wetland 656W Outlet

City of Ramsey

March 14, 2011

Pay Estimate No. **1**

\$28,026.00 Total \$24,929.00 \$24,929.00

IP 10-24; Wetland 656W Outlet BID ITEM	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	This Pay Application		Completed to Date	
					Units	EXTENSION	Units	EXTENSION
				<u>\$28,026.00</u>		<u>\$24,929.00</u>		<u>\$24,929.00</u>
MOBILIZATION	1	LS	\$ 2,750.00	<u>2,750.00</u>	0.90	2,475.00	0.90	2,475.00
TRAFFIC CONTROL	1	LS	\$ 1,500.00	<u>1,500.00</u>	1.00	1,500.00	1.00	1,500.00
SILT FENCE	100	LF	\$ 3.00	<u>300.00</u>	96.00	288.00	96.00	288.00
DITCH CLEANING	1	LS	\$ 15,000.00	<u>15,000.00</u>	0.90	13,500.00	0.90	13,500.00
REMOVE & REINSTALL FENCE	240	LF	\$ 2.00	<u>480.00</u>	63.00	126.00	63.00	126.00
FURNISH & INSTALL 12" CULVERT	48	LF	\$ 55.50	<u>2,664.00</u>	80.00	4,440.00	80.00	4,440.00
CLEAN CULVERT	24	LF	\$ 55.50	<u>1,332.00</u>	0.00	0.00	0.00	0.00
CLEAR & GRUB TREES	1	AC	\$ 4,000.00	<u>2,000.00</u>	0.40	1,600.00	0.40	1,600.00
SEED	1	AC	\$ 4,000.00	<u>2,000.00</u>	0.25	1,000.00	0.25	1,000.00

CC Regular Session

Item #: 5.9.

Date: 03/22/2011

By: MaryJo Warner
Engineering/Public Works

Information

Title:

Adopt Resolution 11-03-XXX Authorizing Final Payment to New Look Contracting for IP 09-22 2009 Storm Sewer Projects

Background:

Resolution and Pay Request Attached.

Council Action:

Motion to Adopt Resoultion Authorizing Final Payment to New Look Contracting for IP 09-22 2009 Storm Sewer Project.

Attachments

Pay Resolution 03.22.11

Pay App Final

Form Review

Inbox

Tim Himmer
Brian Olson
Kurt Ulrich
Form Started By: MaryJo Warner
Final Approval Date: 03/17/2011

Reviewed By

Tim Himmer
Brian Olson
Kurt Ulrich

Date

03/16/2011 11:44 AM
03/16/2011 01:04 PM
03/17/2011 12:59 PM
Started On: 03/15/2011 01:39 PM

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #11-03-XXX

A RESOLUTION AUTHORIZING FINAL PAYMENT TO NEW LOOK CONTRACTING, INC FOR IP #09-22, 2009 STORM SEWER IMPROVEMENTS

WHEREAS, minor drainage issues throughout the City have been identified for corrective action; and

WHEREAS, the City Council authorized the City Engineer to prepare plans and specifications for the above project on August 12, 2008; and

WHEREAS, pursuant to an advertisement for bids for City project 09-22, bids were received, opened and tabulated according to law on September 21, 2009; and

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to New Look Contracting, Inc. in the amount of \$146,284.33.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to New Look Contracting, Inc. in the amount of \$28,490.64.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends final payment to New Look Contracting, Inc. in the amount of \$10,842.69.

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

- 1) The plans and specifications prepared for the above referenced project are hereby accepted and;
- 2) The City Administrator is directed to solicit bids for said 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 22nd day of March 2011.

Mayor

ATTEST:

City Clerk

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #11-03-XXX

A RESOLUTION AUTHORIZING FINAL PAYMENT TO NEW LOOK CONTRACTING, INC FOR IP #09-22, 2009 STORM SEWER IMPROVEMENTS

WHEREAS, minor drainage issues throughout the City have been identified for corrective action; and

WHEREAS, the City Council authorized the City Engineer to prepare plans and specifications for the above project on August 12, 2008; and

WHEREAS, pursuant to an advertisement for bids for City project 09-22, bids were received, opened and tabulated according to law on September 21, 2009; and

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to New Look Contracting, Inc. in the amount of \$146,284.33.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends partial payment to New Look Contracting, Inc. in the amount of \$28,490.64.

WHEREAS, Public Works Director/Principal City Engineer, Brian Olson has inspected the completed work and recommends final payment to New Look Contracting, Inc. in the amount of \$10,842.69.

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

- 1) The plans and specifications prepared for the above referenced project are hereby accepted and;
- 2) The City Administrator is directed to solicit bids for said 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 22nd day of March 2011.

Mayor

ATTEST:

City Clerk

Date: 03/22/2011

By: Mark Riverblood
Engineering/Public Works

Information

Title:

Resolution #11-03-XXX Supporting Trail Grant Applications for Trails Along T.H. #47 and Co. Rd. #83

Background:

At the Council Work Session on March 8th, 2011, there was consensus approval in acknowledging that Resolution #11-03-XX would be on the Consent Agenda for March 22nd, 2011.

The Resolution approves the application to the MN DNR for two trail grants with a total project estimate for the 8,000' foot T.H. #47 trail at \$557, 290; with the phase one portion of the Co. Rd. #83 trail (Central Park to Alpine Drive), at \$279,163 for the corresponding 6,100' feet of 10' foot wide trail.

Maps, cost estimates, and additional project details are available within the aforementioned Work Session Topic Report.

Observations:

The application will be submitted on or before March 31st 2011 - with the DNR expected to determine and notify successful applicants by mid-summer 2011.

Funding Source:

Presently the city's Trail Fund (fees collected from developers) is approximately \$200,000 within the \$1.6 million dollar Park Trust Fund - with the Trail Fund the logical funding source. Additionally, there may be other funding sources for portions of the required match, as both trails connect residents to designational points of potential economic activity like the Game Fair, Central Park, The COR, or the commercial node at 167th Avenue and T.H.#47.

It was discussed at the work session that the grant that we are applying for has a maximum contribution of \$100,000 per project. If the city is notified of a successful application mid-year in 2011, planning for the trail(s), an subsequent construction early in 2013 may be conducted as part of the annual budget and CIP process.

Council Action:

Approve Resolution#11-03-XXX Supporting Trail Grant Applications for Trails Along T.H. #47 and Co. Rd. #83

Attachments

Trail Grant Resolution 11-03-XXX

Form Review

Inbox
Brian Olson

Reviewed By
Brian Olson

Date
03/09/2011 09:51 AM

Kurt Ulrich

Kurt Ulrich

03/16/2011 11:23 AM

Form Started By: Mark Riverblood

Started On: 03/09/2011 09:03 AM

Final Approval Date: 03/16/2011

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #11-03-XXX

RESOLUTION SUPPORTING TRAIL GRANT APPLICATIONS FOR TRAILS ALONG ANOKA COUNTY ROAD #83 AND TRUNK HIGHWAY #47

WHEREAS, the City of Ramsey supports the grant application made to the Minnesota Department of Natural Resources for the Local Trail Connections Program. The application is to construct 1.2 miles of paved trail along Anoka County Hwy #83 and 1.5 miles adjacent to T.H. #47 to connect the City of Ramsey Trail System with Anoka County and the Metropolitan Council's Regional Trail System.

WHEREAS, the City of Ramsey recognizes the fifty (50) percent match requirement for the Local Trail Connections Program, and has secured the matching funds.

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

- 1) If the City of Ramsey is awarded a grant by the Minnesota Department of Natural resources, the City of Ramsey agrees to accept the grant award and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Ramsey will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement.

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 8th day of March 2011.

Mayor

ATTEST:

City Clerk

Date: 03/22/2011

By: Dean Busch
Administrative Services

Information

Title:

Request Capital Funds from QCTV and Approve the Purchase of Equipment and Applications Utilizing QCTV Funds

Background:

The City of Ramsey is one of the four member cities in the Quad Cities Cable Commission (QCCC/QCTV) Joint Powers Agreement. As part of the QCTV 2011 budget process, the Board of Cable Commissioners authorized each member City to request capital funding in the amount of \$30,000 for technology improvements in the City. These funds are provided to QCTV by Comcast per the Franchise Agreement between the Quad Cities Cable Commission and Comcast for cable services in the member cities. With Council direction this evening, the City's Cable Commissioners, Mayor Bob Ramsey and Deputy City Administrator, would make a formal request to QCTV for \$30,000 in capital funds to be distributed to the City of Ramsey.

City staff prepared and reviewed with the Council a list of technology equipment and applications recommended for purchase with the QCTV capital funds. The attached list of equipment and applications represents the direction of the Council from the March 8th City Council worksession discussion.

Notification:

None required.

Recommendation:

Staff recommends that the City Council authorize the two Ramsey Cable Commissioners, Mayor Bob Ramsey and Deputy City Administrator Heidi Nelson, to request on the City's behalf, \$30,000 in capital funds from QCTV. Staff further recommends that City Council approve the recommended purchase of equipment and applications as detailed in the attachment.

Council Action:

Authorize the two Ramsey Cable Commissioners, Mayor Bob Ramsey and Deputy City Administrator Heidi Nelson, to request on the City's behalf, \$30,000 in capital funds from QCTV.

Approve the recommended purchase of equipment and applications as detailed in the attachment.

Attachments

Technology Items for Approval

Form Review

Inbox	Reviewed By	Date
Heidi Nelson	Heidi Nelson	03/16/2011 03:18 PM
Kurt Ulrich	Kurt Ulrich	03/17/2011 12:59 PM
Form Started By: Dean Busch		Started On: 03/16/2011 01:22 PM
Final Approval Date: 03/17/2011		

IT ITEMS – PRICING

Additional A/V Equipment:

New A/V equipment would include:

- New ceiling mount projector in the COR conference room.
- New electronic whiteboard for Itasca conference room (current portable whiteboard would be moved to the EOC.)
- LCD TV for City Administrator and Deputy City Administrator

COR conference room pricing: **Approximately \$7,000**

Itasca conference room pricing: **Approximately \$3,600**

LCD TV's, mounts, A/V: **Approximately \$3,000**

EOC Needs:

Misc. Equipment for the EOC room would include:

- Two new LCD TV's and mounts.
- Misc. work on the Crestron system to include the new TV's.
- LCD TV for Eddy Lake Room
- New IP phone and headset
- Misc. Equipment (cart, dry erase boards)

Approximate cost: **\$4,000**

Scanning Workstations:

The current scanning station equipment in the Building Department is nearly 10 years old. The scanner and PC need to be replaced. The Engineering Department would like to add a scanning station for project files and plans. The Engineering Department would require a high speed, flatbed scanner. A high speed, flatbed scanner would also be preferable in the Building Department but is not mandatory.

- High Speed, 11x17 Flatbed Scanner: **\$4,800**
- 8.5x11, No Flatbed: **\$900**

Date: 03/22/2011

By: Tim Himmer
Engineering/Public Works

Information

Title:

Consider no parking resolutions related to City project #11-21; intersection signalization of Armstrong and Bunker Lake Boulevards

Background:

City project #11-21 includes the intersection signalization of Bunker Lake Boulevard and Armstrong Boulevard, including turn lanes, medians, concrete curb and gutter, and storm sewer installation. The project scope was expanded in December of 2010 to include the required infrastructure improvements to serve the proposed Legacy Christian Academy development; including a westerly extension of Bunker Lake Boulevard from Armstrong Blvd. to Puma St., paving of Puma St. from Bunker Lake Blvd. to Alpine Dr., sewer and water extensions, and trail construction along all new roadways and Armstrong Blvd. from Bunker Lake Blvd. to Alpine Dr.

Recommendation:

Staff recommends approving the attached 3 resolutions related to parking restrictions for City project #11-21; the intersection signalization of Armstrong and Bunker Lake Boulevards.

Council Action:

Motion to approve the attached 3 resolutions related to parking restrictions for City project #11-21; the intersection signalization of Armstrong and Bunker Lake Boulevards.

Attachments

[Project location map](#)

[Armstrong Blvd. resolution](#)

[Bunker Lake Blvd. resolution](#)

[Westerly Bunker lake Blvd. resolution](#)

Form Review

Inbox

Brian Olson

Kurt Ulrich

Form Started By: Tim Himmer

Final Approval Date: 03/17/2011

Reviewed By

Brian Olson

Kurt Ulrich

Date

03/16/2011 01:04 PM

03/17/2011 12:57 PM

Started On: 03/11/2011 08:01 AM

MINNESOTA DEPARTMENT OF TRANSPORTATION

CITY OF RAMSEY

CONSTRUCTION PLAN FOR: GRADING, AGGREGATE BASE, BITUMINOUS PAVING, STORM SEWER, CONCRETE CURB & GUTTER, BITUMINOUS PATH, SIGNING & STRIPING, TRAFFIC CONTROL SIGNALS, AND APPURTENANT WORK

LOCATED ON CSAH 83 FROM A POINT 700 FEET NORTH OF TH 10 TO ALPINE DRIVE NW

LOCATED ON CSAH 116 FROM CSAH 83 TO A POINT 950 FEET EAST OF CSAH 83

LOCATED ON MSAS 121 FROM PUMA STREET TO CSAH 83

LOCATED ON PUMA STREET FROM MSAS 121 TO ALPINE DRIVE NW

S.A.P. 199-121-001 (MSAS 121) BUNKER LAKE BLVD.	S.A.P. 199-020-005 (CSAH 83) ARMSTRONG BLVD.	S.A.P. 199-020-005 (CSAH 116) BUNKER LAKE BLVD.
GROSS LENGTH..... 2658.33 FEET 0.503 MILES	GROSS LENGTH..... 2784.22 FEET 0.527 MILES	GROSS LENGTH..... 937.58 FEET 0.178 MILES
BRIDGES-LENGTH..... 0 FEET 0 MILES	BRIDGES-LENGTH..... 0 FEET 0 MILES	BRIDGES-LENGTH..... 0 FEET 0 MILES
EXCEPTIONS-LENGTH..... 0 FEET 0 MILES	EXCEPTIONS-LENGTH..... 0 FEET 0 MILES	EXCEPTIONS-LENGTH..... 0 FEET 0 MILES
NET LENGTH..... 2658.33 FEET 0.503 MILES	NET LENGTH..... 2784.22 FEET 0.527 MILES	NET LENGTH..... 937.58 FEET 0.178 MILES

(LENGTH BASED ON NB STATIONING)

END S.A.P. 199-020-005
CSAH 83 NB STA. 60+63.53

BEGIN S.A.P. 199-121-001
MSAS 121 (BUNKER LAKE BLVD)
W.B. STA. 479+27.33

END S.A.P. 199-121-001
MSAS 121 (BUNKER LAKE BLVD)
W.B. STA. 505+85.66

BEGIN S.A.P. 199-020-005
CSAH 83 NB STA. 32+79.31

S.A.P. 199-020-005
CSAH 83 (ARMSTRONG BLVD.)

DESIGN DESIGNATION

R VALUE	50
ADT (CURRENT YEAR) 2011 =	8000
ADT (FUTURE YEAR) 2031 =	23500
D (DIRECTIONAL DISTR.) =	50/50
HADT (FUTURE YEAR) 2031 =	3.9%
ESALS	1,395,000
DESIGN SPEED	55 MPH
BASED ON STOPPING SIGHT DISTANCE	
HEIGHT OF EYE 3.5' HEIGHT OF OBJECT 2.0'	
DESIGN SPEED NOT ACHIEVED AT:	N/A
FUNCTIONAL CLASSIFICATION "A" MINOR ARTERIAL	
NO. OF TRAFFIC LANES	4
NO. OF PARKING LANES	0
SHOULDER WIDTH	8'
TON DESIGN	10

S.A.P. 199-020-005
CSAH 116 (BUNKER LAKE BLVD.)

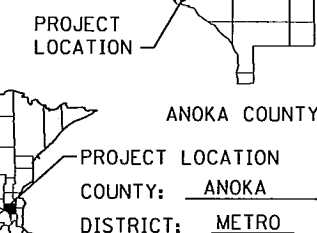
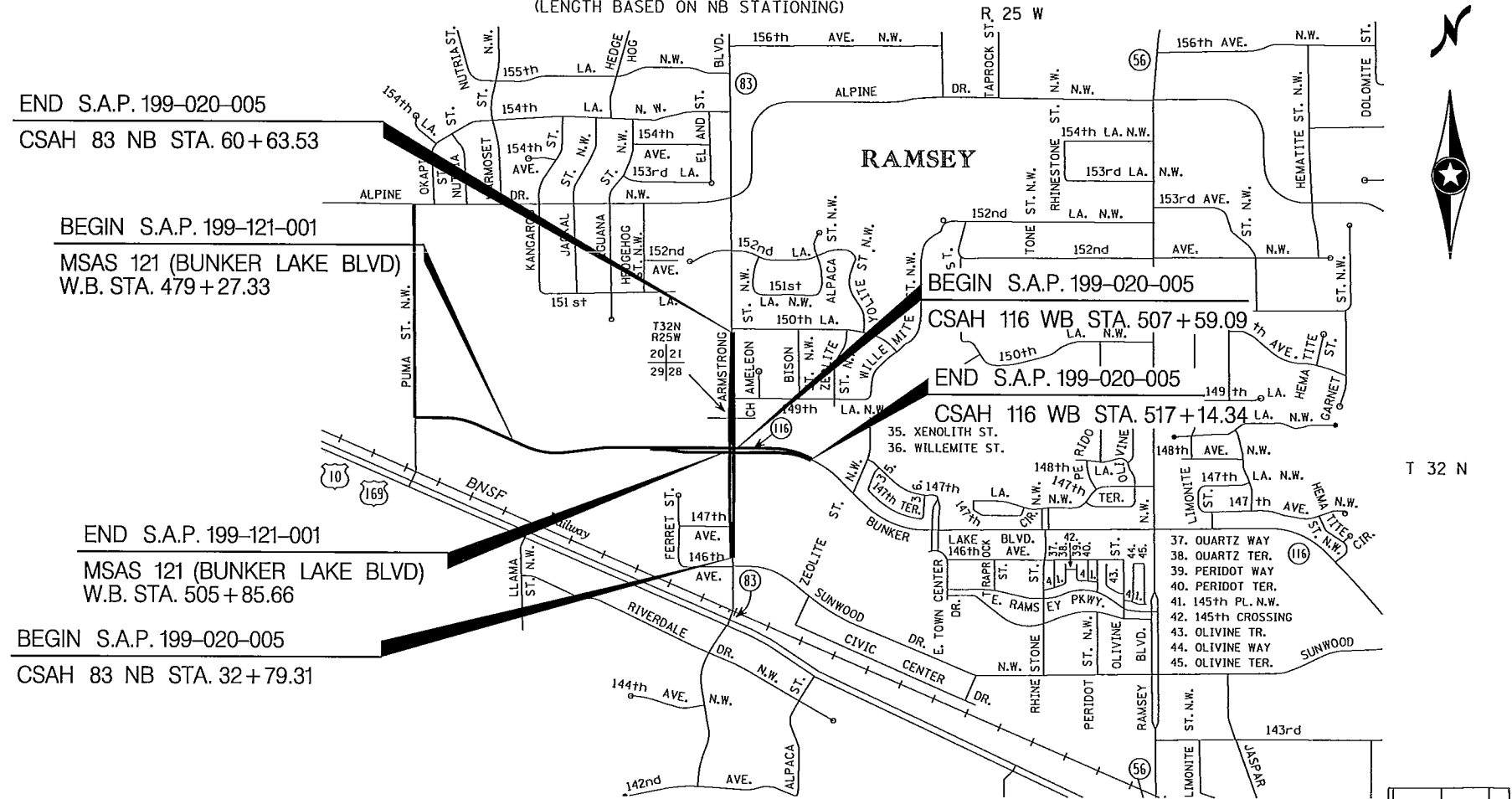
DESIGN DESIGNATION

R VALUE	50
ADT (CURRENT YEAR) 2011 =	3900
ADT (FUTURE YEAR) 2031 =	21900
D (DIRECTIONAL DISTR.) =	50/50
HADT (FUTURE YEAR) 2031 =	3.9%
ESALS	1,133,000
DESIGN SPEED	55 MPH
BASED ON STOPPING SIGHT DISTANCE	
HEIGHT OF EYE 3.5' HEIGHT OF OBJECT 2.0'	
DESIGN SPEED NOT ACHIEVED AT:	N/A
FUNCTIONAL CLASSIFICATION "A" MINOR ARTERIAL	
NO. OF TRAFFIC LANES	4
NO. OF PARKING LANES	0
SHOULDER WIDTH	8'
TON DESIGN	10

S.A.P. 199-121-001
MSAS 121 (BUNKER LAKE BLVD.)

DESIGN DESIGNATION

R VALUE	50
ADT (CURRENT YEAR) 2011 =	2300
ADT (FUTURE YEAR) 2031 =	8800
D (DIRECTIONAL DISTR.) =	50/50
HADT (FUTURE YEAR) 2031 =	3.9%
ESALS	489,000
DESIGN SPEED	40 MPH
BASED ON STOPPING SIGHT DISTANCE	
HEIGHT OF EYE 3.5' HEIGHT OF OBJECT 2.0'	
DESIGN SPEED NOT ACHIEVED AT:	N/A
FUNCTIONAL CLASSIFICATION LOCAL STREET	
NO. OF TRAFFIC LANES	2
NO. OF PARKING LANES	0
SHOULDER WIDTH	4'
TON DESIGN	10



PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

S.A.P. 199-020-005, S.A.P. 199-121-001, C.P. 07-120 Sheet No. 1 of 236 Sheets

GOVERNING SPECIFICATIONS
THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION," SHALL GOVERN.
ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS".

UTILITY NOTE:
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-3	GENERAL LAYOUT
4-6	ESTIMATED QUANTITIES
7	INDEX OF TABULATIONS AND STANDARD PLATES
8	SOIL AND CONSTRUCTION NOTES
9-11	QUANTITY TABULATIONS
12-13	EARTHWORK TABULATION & SUMMARY
14-23	SANITARY PLAN & PROFILE
24-31	TYPICAL SECTIONS
32-37	MISCELLANEOUS DETAILS
38-51	STAGING AND TRAFFIC CONTROL
52-53	ALIGNMENT PLAN
54	ALIGNMENT TABULATION
55-63	INPLACE TOPOGRAPHY & REMOVAL PLAN
64-72	CONSTRUCTION PLAN
73-79	PROFILES
80	INTERSECTION DETAILS
81-89	DRAINAGE & SUPERELEVATION PLAN
90-93	DRAINAGE PROFILES
94-98	DRAINAGE TABULATION
99	DRAINAGE DETAILS
100-108	EROSION CONTROL & TURF ESTABLISHMENT PLANS
109-100	SWPPP NOTES
111-117	EROSION CONTROL DETAILS
118	SIGNING & STRIPING TABULATIONS
119-129	SIGNING & STRIPING PLANS
130-134	SIGNING & STRIPING DETAILS
135-145	SIGNAL PLAN
146	CONTOUR PLAN
147-236	CROSS SECTIONS

THIS PLAN CONTAINS 236 SHEETS

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITHIN THE CONSTRUCTION OF THIS PROJECT.

WSB & Associates, Inc.
701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
www.wsbeng.com
763-541-4800 • Fax 763-541-1700
INFRASTRUCTURE • ENGINEERING • PLANNING • CONSTRUCTION

SIGNATURE: _____ TYPED OR PRINTED NAME: JUPE HALE, PE
DESIGN ENGINEER: 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.

DATE: 1/21/2011 LICENSE NUMBER 42064

APPROVED _____ CITY OF RAMSEY ENGINEER DATE: _____

APPROVED _____ ANOKA COUNTY ENGINEER DATE: _____

DISTRICT STATE AID ENGINEER: REVIEW FOR COMPLIANCE WITH STATE AID RULES/POLICY DATE: _____

APPROVED FOR STATE AID FUNDING: STATE AID ENGINEER DATE: _____

DATE: 3/14/2011 6:07:26 PM PATH & FILENAME: K:\01973-00\CadPlan\csah83_1.tsdgn

PLAN SYMBOLS

- STATE LINE
- COUNTY LINE
- TOWNSHIP OR RANGE LINE
- SECTION LINE
- QUARTER LINE
- SIXTEENTH LINE
- RIGHT-OF-WAY LINE
- TEMPORARY EASEMENT
- PRESENT RIGHT-OF-WAY
- CONTROL OF ACCESS LINE
- PROPERTY LINES (EXCEPT LAND LINES)
- VACATED PLATTED PROPERTY
- CORPORATE OR CITY LIMITS
- TRUNK HIGHWAY CENTER LINE
- RETAINING WALL
- RAILROAD
- RAILROAD RIGHT-OF-WAY
- RIVER OR CREEK
- DRY RUN
- DRAINAGE DITCH
- DRAIN TILE
- CULVERT
- DROP INLET
- GUARD RAIL
- BARBED WIRE FENCE
- WOVEN WIRE FENCE
- CHAIN LINK FENCE
- RAILROAD SNOW FENCE
- STONE WALL OR FENCE
- HEDGE
- RAILROAD CROSSING SIGN
- RAILROAD CROSSING BELL
- ELECTRIC WARNING SIGN
- CROSSING GATE
- MEANDER CORNER
- SPRINGS
- MARSH
- TIMBER
- ORCHARD
- BRUSH
- NURSERY
- CATTLE GUARD
- OVERPASS (HIGHWAY OVER)
- UNDERPASS (HIGHWAY UNDER)
- BRIDGE
- BUILDING (ONE STORY FRAME)
- F - FRAME
- C - CONCRETE
- S - STONE
- T - TILE
- B - BRICK
- ST - STUCCO
- IRON ROD OR PIPE
- MONUMENT (STONE, CONCRETE, OR METAL)
- WOODEN HUB
- GRAVEL PIT
- SAND PIT
- BORROW PIT
- ROCK QUARRY

UTILITY SYMBOLS

- POWER POLE LINE
- TELEPHONE OR TELEGRAPH POLE LINE
- ANCHOR
- STREET LIGHT
- STREET LIGHT CONDUIT
- PEDESTAL (TELEPHONE CABLE TERMINAL)
- GAS MAIN
- WATER MAIN
- HYDRANT
- VALVE
- CATCH BASIN
- TELEPHONE CABLE IN CONDUIT
- ELECTRIC CABLE IN CONDUIT
- TELEVISION CABLE IN CONDUIT
- TELEPHONE MANHOLE
- ELECTRIC MANHOLE
- BURIED TELEPHONE CABLE
- BURIED ELECTRIC CABLE
- BURIED TELEVISION CABLE
- TRAFFIC SIGNAL INTERCONNECT CABLE
- SEWER (STORM) MANHOLE
- SEWER (SANITARY) MANHOLE
- SEWER (STORM)
- SEWER (SANITARY)

SCALES

INDEX MAP: 0 1000 2000

PLAN: 0 50 100

PROFILE HORIZ.: 0 50 100

VERT.: 0 5 10

CROSS SECTION: 0 10 20

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #11-03-XXX

TO PROHIBIT PARKING ON ARMSTRONG BOULEVARD NW (CSAH 83), FROM SUNWOOD DRIVE NW TO ALPINE DRIVE NW, IN THE CITY OF RAMSEY, MINNESOTA FOR STATE AID PROJECT 199-020-005 (IP 11-21)

WHEREAS, The City of Ramsey and Anoka County have planned the improvements of Armstrong Boulevard NW (CSAH 83), State Aid Route No. 199-020-005 from Sunwood Drive NW to Alpine Drive NW in the City of Ramsey, Minnesota; and

WHEREAS, The City of Ramsey and Anoka County will be expending State Aid Funds on the improvements of these streets; and

WHEREAS, these improvements do not provide adequate width for parking on both sides of the street; and approval of the proposed construction as a Municipal State Aid Street project must therefore be conditioned upon certain parking restrictions.

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

That the City of Ramsey shall ban the parking of motor vehicles on both sides of Armstrong Boulevard NW (CSAH 83) from Sunwood Drive NW to Alpine Drive NW at all times.

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 22nd day of March 2011.

Mayor

ATTEST:

City Clerk

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #11-03-XXX

TO PROHIBIT PARKING ON BUNKER LAKE BOULEVARD NW (CSAH 116), FROM ARMSTRONG BOULEVARD NW (CSAH 83) TO 955 FEET EAST OF ARMSTRONG BOULEVARD NW (CSAH 83), IN THE CITY OF RAMSEY, MINNESOTA FOR STATE AID PROJECT 199-020-005 (IP 11-21)

WHEREAS, The City of Ramsey and Anoka County have planned the improvements of Bunker Lake Boulevard NW (CSAH 116), State Aid Route No. 199-020-005 from Armstrong Boulevard NW (CSAH 83) to 955 feet east of Armstrong Boulevard NW (CSAH 83) in the City of Ramsey, Minnesota; and

WHEREAS, The City of Ramsey and Anoka County will be expending State Aid Funds on the improvements of these streets; and

WHEREAS, these improvements do not provide adequate width for parking on both sides of the street; and approval of the proposed construction as a Municipal State Aid Street project must therefore be conditioned upon certain parking restrictions.

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

That the City of Ramsey shall ban the parking of motor vehicles on both sides of Bunker Lake Boulevard NW (CSAH 116), State Aid Route No. 199-020-005 from Armstrong Boulevard NW (CSAH 83) to 955 feet east of Armstrong Boulevard NW (CSAH 83) at all times.

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 22nd day of March 2011.

Mayor

ATTEST:

City Clerk

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #11-03-XXX

TO PROHIBIT PARKING ON BUNKER LAKE BOULEVARD NW, FROM ARMSTRONG BOULEVARD NW (CSAH 83) TO PUMA STREET NW, IN THE CITY OF RAMSEY, MINNESOTA FOR STATE AID PROJECT 199-121-001 (IP 11-21)

WHEREAS, The City of Ramsey and Anoka County have planned the improvements of Bunker Lake Boulevard NW, State Aid Route No. 199-121-001 from Armstrong Boulevard NW (CSAH 83) to Puma Street NW in the City of Ramsey, Minnesota; and

WHEREAS, The City of Ramsey and Anoka County will be expending State Aid Funds on the improvements of these streets; and

WHEREAS, these improvements do not provide adequate width for parking on both sides of the street; and approval of the proposed construction as a Municipal State Aid Street project must therefore be conditioned upon certain parking restrictions.

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

That the City of Ramsey shall ban the parking of motor vehicles on both sides of Bunker Lake Boulevard NW, State Aid Route No. 199-121-001 from Armstrong Boulevard NW (CSAH 83) to Puma Street NW at all times.

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 22nd day of March 2011.

Mayor

ATTEST:

City Clerk

Date: 03/22/2011

By: Diana Lund
Finance

Information

Title:

Authorize Credit Card Contract with RevTrak

Background:

The Finance Committee met on February 22, 2011 and were presented with the costs associated with the city accepting credit cards for payments (summary is attached). The data presented was based on last year's revenue collections in the city and a "what if" costs if a certain percentage of customers would have paid via credit card. The associated fees would amount to approximately \$13,500 annually. This amount could be higher or lower based on actual usage.

Three credit card firms were presented - those firms that offered the capability of being able to interface with the City's utility billing system (OPUS 21).

The finance committee made the recommendation to choose RevTrak who offers utility billing interfacing and web store capabilities. The finance committee also made the recommendation that the associated credit card fees would be absorbed by the city as part of the costs of doing business.

RevTrak and Opus 21 will be present at the worksession on March 22, to demonstrate how the credit card - utility billing and other payment processings will work. The city is looking at offering the credit card option for all city payments - utility billing, building permits, special assessments, fines, etc.

RevTrak only offers a monthly contract with a 1.99% "swiped" rate and \$.35 per item. Staff had concerns regarding the possibility of an interest rate changing monthly. RevTrak, who currently contracts with 52 cities, (listing attached) gave the example of Shoreview. They begin credit card services with Shoreview in 2002 with a 1.99% "swiped" rate and \$.33 per item. As of today, they are still charging the 1.99% "swiped" rate and \$.35 per transaction.

RevTrak would need two weeks for implementation with the city and Opus 21 four weeks.

Recommendation:

Staff recommends award of contract (based on City Attorney's review) to RevTrak for city credit card services.

Council Action:

Motion to award contract (based on City Attorney's review) to RevTrak for city credit card services.

Attachments

Credit Card Analysis

RevTrak Contract

RevTrak MN City Listing

Form Review

Inbox

Kurt Ulrich

Form Started By: Diana Lund

Final Approval Date: 03/16/2011

Reviewed By

Kurt Ulrich

Date

03/16/2011 11:23 AM

Started On: 03/14/2011 07:20 AM

	Evalon	RevTrak
Credit Cards Accepted:		
VISA	YES	YES
MasterCard	YES	YES
American Express	YES	NO
Discover Card	YES	YES
Debit Cards	YES	YES
Types of Transactions Supported:		
In Person	YES	YES
Phone	YES	YES
Online	YES	YES
Reoccurring	YES	NO
System Interfacing Capability:		
Interface with Opus21	YES	Upload datafile
Interface with JDE	NO	NO
Interface with PIMS	NO	NO
Processing Fees:		
Qualified "Swiped" Transactions (VISA, MC, Discover)	1.74% + \$0.20	1.99% + \$0.35
Signature "Swiped" Debit (with VISA/MasterCard logo)	1.44% + \$0.20	1.99% + \$0.35
Reward Cards "Swiped" Debit (with VISA/MasterCard logo)	2.05% + \$0.20	1.99% + \$0.35
Partial Qualified "Keyed" or "Online" Credit Card & Signature Card (VISA, MC, Discover)	2.35% + \$0.20	2.79% + \$0.35
American Express	2.89% + \$0.10	NA
Basic Monthly Fee	NA	\$ 49.95
Monthly Statement Fee	\$ 8.00	NA
Operator Assistance Fee	\$0.90/occurrence	NA
Automatic Response Authorization by Phone	\$0.75/occurrence	NA
Bank Referral Fee	\$4.00/occurrence	NA
Minimum Monthly Processing Fee	\$ 25.00	NA
Access to Online Merchant Account	\$15.00/month	NA
NSF Fee	\$ 20.00	NA
Chargeback Fee	\$ 25.00	NA
Monthly Virtual Merchant Gateway Fee	\$ 5.00	NA
Setup and Annual Fees		
One-Time Setup	\$ 100.00	NA
Annual Compliance Fee (Dial-up Terminal)	\$ 55.00	NA
Annual Compliance Fee (Internet Terminal)	\$ 175.00	NA
Application Fee	\$ 50.00	NA
Annual Validation Fee	\$ 35.00	NA
Terminal Pricing		
POS Terminal (price per terminal)	\$ 699.00	\$ 89.95
Virtual Merchant (PC-Based w/unlimited users)	\$ 978.00	NA

Month	Total Amount Transactions	Total No. of Transactions	REVTRAK			EVALON		
			Processing Fees ***	Monthly Fees	Total Fees	Processing Fee *	Monthly Fees	Total Fees
January	\$ 1,391.31	6	\$ 35.35	\$ 49.95	\$ 85.30	\$ 27.57	\$ 28.00	\$ 55.57
February	5,214.91	37	137.59	49.95	187.54	106.22	28.00	134.22
March	2,686.37	14	69.10	49.95	119.05	53.71	28.00	81.71
April	15,622.81	71	398.24	49.95	448.19	310.25	28.00	338.25
May	2,617.25	24	70.95	49.95	120.90	54.40	28.00	82.40
June	727.38	8	20.18	49.95	70.13	15.38	28.00	43.38
July	739.71	5	19.43	49.95	69.38	15.02	28.00	43.02
August	3,563.32	22	92.86	49.95	142.81	71.92	28.00	99.92
September	5,860.58	38	153.37	49.95	203.32	118.66	28.00	146.66
October	6,745.29	18	167.51	49.95	217.46	131.42	28.00	159.42
November	13,082.28	52	330.87	49.95	380.82	258.31	28.00	286.31
December	1,995.78	7	50.15	49.95	100.10	39.22	28.00	67.22
Annual Total	60,246.99	302.00	1,545.60	599.40	2,145.00	1,202.08	336.00	1,538.08
One-time Setup Fees					-			150.00
Equipment					180.00			1,060.00
Annual One-Time Fees					-			210.00
Total 2011 Estimated Expenditure (Based on 2010 volume)					\$ 2,325.00			\$ 2,958.08
Estimated Volume Increase **	127,772.56	211.00	3,127.61	-	5,551.70	2,463.49	-	6,575.77
Adjusted 2011 Utility Forecasted Expenditure	188,019.55	513.00			\$ 7,696.71			\$ 8,113.85

* For analytical purposes, Evalon's tiered rates were averaged at 1.895% and did not include American Express
 ** Represents the increase from 2010 total transactions based on a total of 5% of total revenues paid by credit card
 *** For analytical purposes, RevTrak's two rates (1.99% and 2.79%) were averaged at 2.39%

Non-Utility Charges, Fees, & Fines	2010 Revenue	Total No. of Transactions	Processing Fee 35% of Revenue	Processing Fee 35% of Revenue
Liquor On-Sale License	42,940.00	9.00	362.34	286.60
Liquor Off-Sale License	1,300.00	4.00	12.27	9.42
Non-Intoxicating Liquor License	200.00	1.00	2.02	1.53
Mechanical License	7,700.00	80.00	92.41	67.07
Pawnshop License	3,000.00	6.00	27.20	21.10
Cigarette Sales License	4,700.00	18.80	45.90	34.93
Refuse Haulers License	1,600.00	8.00	16.18	12.21
Motor Vehicle License	7,846.25	44.84	81.33	61.01
Peddlers License	2,855.00	28.55	33.87	24.65
Gasoline Sales License	3,600.00	14.40	35.15	26.76
Other Business License & Permits	3,935.00	240.00	116.92	74.10
Investigation Fees	1,203.00	13.00	14.61	10.58
Building Permits	227,885.75	613.00	2,120.81	1,634.05
Plumbing Permits	21,150.87	112.00	216.13	162.68
Animal License	825.00	67.00	30.35	18.87
Heating Permits	25,799.75	157.00	270.76	202.52
Conditional Use Permits	5,400.00	26.00	54.27	41.02
Sign Permits	1,375.00	14.00	16.40	11.92
Rental License	2,025.00	81.00	45.29	29.63
Fire Permits	2,365.80	73.00	45.34	30.29
Electrical Inspection Permit	15,437.50	196.00	197.73	141.59
Septic System Permits	14,440.00	70.00	145.29	109.77
Urban Sewer Permit	4,425.00	47.00	53.47	38.75
Urban Water Permit	4,675.00	48.00	55.91	40.61
Other Non-Business License & Permits	5,387.00	85.00	74.81	52.73
Rental Fees	1,850.00	19.00	22.13	16.07
Zoning and Subdivision Fees	1,325.00	39.00	24.73	16.59
Plan Checking Fees	92,494.09	11.00	777.56	615.67
Sale of Map & Publication	157.32	53.00	19.87	11.64
Assessment Searches	3,150.00	105.00	63.10	41.89
Accident Reports	1,272.05	516.00	191.24	111.64
Dog Impounds	5,060.00	33.00	53.88	40.16
Vehicle Lock-outs	3,440.00	172.00	88.98	57.22
Hunting Permits	505.00	63.00	26.27	15.95
Background Checks	70.00	7.00	3.04	1.86
Open Burn Permit	1,125.00	45.00	25.16	16.46
Plan & Specification Fees	7,030.00	105.00	95.56	67.63
Administrative Fines	4,050.00	154.00	87.78	57.66
Total Fees, Charges & Fines	533,599.38		5,646.06	4,214.82
Certification (10% of Certification \$)	20,000.00	200	237.30	172.65
Combined Adjusted 2011 Utility & City Fees, Charges, & Fines Forecasted Expenditure **			\$ 13,580.07	\$ 12,501.32

Not included is the cost for Bitwise (web designer) to configure online web store if Evalon is selected

Difference \$ 1,078.75

MERCHANT PROCESSING AGREEMENT TERMS AND CONDITIONS

THIS IS A MERCHANT PROCESSING AGREEMENT (together with the Application and the Operating Procedures Guide, the "Agreement") entered into as of the date set forth on the cover-page hereof (the "Effective Date") by and between, Meridian Bank, located at 92 Lancaster Avenue, Devon PA 19333 ("Member Bank"), RevTrak, Inc., a company with its principal place of business at 10800 Lyndale Ave., Suite 355, Bloomington, MN 55420 USA ("RevTrak") and the U.S. domiciled entity identified on the cover-page hereof ("Merchant").

BACKGROUND INFORMATION

Member Bank is a member of VISA U.S.A. Incorporated ("VISA"), MasterCard International ("MasterCard") and Discover Financial Services ("Discover") (each a "Card Association"). RevTrak processes financial Transactions for merchants in their relationships with banks including, without limitation, the facilitation and processing of bankcard payments by holders of VISA, MasterCard and Discover branded bankcards as well as ACH. Member Bank and RevTrak have entered into an agreement whereby RevTrak acts as Member Bank's agent and bankcard processor (Member Bank and/or RevTrak shall hereinafter collectively be referred to as "Processor"). Merchant desires to accept payments from its customers via Card Association branded bankcards for Merchant's goods and/or services and retains Processor to sponsor Merchant's acceptance of such bankcards and provide Merchant with bankcard processing and settlement services. Processor agrees to provide such services in accordance with the terms and conditions set forth herein. Accordingly, the parties to this Agreement, intending to be legally bound, agree as follows:

OPERATIVE PROVISIONS

1. **Services; Operating Procedures Guide.** Processor agrees to provide to Merchant, at Merchant's U.S. locations identified in the Application (as defined below), (i) bankcard processing and settlement services for Card Association branded cards; and (ii) ACH Services (collectively, the "Services") in accordance with the terms and conditions of this Agreement and the Processor Operating Procedures Guide, the terms of which are incorporated into this Agreement by reference and made a part of this Agreement. Processor undertakes to deliver a copy of the Operating Procedures Guide to the Merchant concurrently with Processor's execution of this Agreement.

2. **Definitions.** Unless otherwise provided, the capitalized terms used in this Agreement have the meanings designated in the Operating Procedures Guide.

3. **Card Association Rules and Regulations.** ALL CARD TRANSACTIONS AND THIS AGREEMENT ARE SUBJECT TO, AND THE PARTIES AGREE TO BE BOUND BY, APPLICABLE CARD ASSOCIATION REGULATIONS, INCLUDING WITHOUT LIMITATION PCI DSS, AND ANY CHANGES TO THEM MADE BY A CARD ASSOCIATION FROM TIME TO TIME, WHETHER OR NOT ALL THE PARTIES HAVE BEEN NOTIFIED OF THOSE CHANGES. PROCESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF INFORMATION THEY MAY PROVIDE, IF ANY, TO MERCHANT REGARDING THE REGULATIONS FROM TIME TO TIME, AND DISCLAIMS ANY AND ALL LIABILITY FOR LOSSES INCURRED BY MERCHANT THAT IN ANY WAY ARISE OUT OF MERCHANT'S FAILURE TO COMPLY WITH THE REGULATIONS. IF THERE IS A CONFLICT BETWEEN THIS AGREEMENT AND THE REGULATIONS, THE ASSOCIATION REGULATIONS SHALL GOVERN.

4. **Fees.** The Fees to be charged by Processor to Merchant for the Services are set forth in the Application. The Discount Rate shall be charged on all new sales (i.e. sale Transactions not including "returns"). Processor may change Fees from time to time upon 30 days prior written notice to Merchant. The Fees set forth in the Fee Schedule do not include, and Merchant hereby agrees to pay and hold Processor harmless against, all fees, charges, penalties, fines, assessments and additional or increased costs of any nature that may be charged by the Card Associations or other third party, whether charged to directly or indirectly incurred by Processor in connection with matters contemplated by the Agreement, including without limitation, adjustment fees and interchange fees.

5. **Card Transactions.** In addition to the requirements for Card Transactions set forth in the Operating Procedures Guide and Association Regulations, Merchant agrees that it will not (a) deposit into its Bank Account any Sales Draft or Credit Draft for any Card Transaction between a Cardholder and an entity other than Merchant; (b) use the Services for any purpose that is illegal; (c) accept cash payments from a Cardholder for Card Transactions that have already been submitted to Processor; or (d) make a cash disbursement to a Cardholder arising out of a Card Transaction or any other use of a Card.

6. **Term.** This Agreement will be effective as of the Effective Date and will continue in effect for a term of one (1) month following such date (the "Initial Term"). Following the Initial Term, this Agreement will automatically renew for additional and successive one (1) month terms (each a "Renewal Term"), unless a party provides written notice to the other parties of its intent not to renew this Agreement at least 30 days prior to the expiration of the then current Term (a "Termination Notice"). The Initial Term, together with all Renewal Terms, if any, shall be referred to herein, collectively, as the "Term". If a party provides a Termination Notice to the other parties, this Agreement shall terminate on the expiration of the then current Term.

7. **Representation and Warranties.** Merchant makes the following representations and warranties which shall be true and correct on the date of this Agreement and at all times thereafter: (a) all information contained in Application or any other document or communication delivered to Processor or its representatives in connection therewith or with this Agreement is true and complete in all material respects; (b) Merchant has the power to execute, deliver and perform this Agreement; (c) this Agreement is duly authorized and will not violate any provisions of law, or conflict with any other agreement to which Merchant is subject or by which Merchant's assets are bound; (d) Merchant has all required licenses, if any, to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (e) there is no action, suit or proceeding at law or in equity pending, or to the knowledge of Merchant, threatened, by or against or affecting Merchant which if adversely decided to Merchant would impair the right of Merchant to carry on its business substantially as now conducted or adversely affect its financial condition or operations in any material respect; and (f) Merchant is not now, nor shall it in the future, become engaged in any method of selling which is now or in the future set forth in the Operating Procedures Guide as an "Unacceptable Selling Method."

8. **Indemnity.** To the maximum extent allowed by law, Merchant agrees to indemnify, defend and hold harmless Processor, their respective affiliates, directors, officers, employees and agents from all claims, liabilities, loss, damage, and expenses of any nature (including fees and expenses of legal counsel and costs of litigation) arising from or in connection with: (a) any dispute or claim made by a Cardholder with respect to a Card Transaction, including but not limited to, any such dispute concerning the quality, fitness or delivery of merchandise or the performance or quality of services; and (b) the failure of Merchant to comply with the provisions of this Agreement, Association Regulations or applicable federal, state or local laws and regulations.

9. **JURISDICTION; WAIVER.** MERCHANT HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY ACTION, SUIT OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "RELATED LITIGATION") MUST BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN PHILADELPHIA, PENNSYLVANIA, GOVERNED UNDER THE LAWS OF SAID STATE; (B) SUBMITS TO THE JURISDICTION OF SUCH COURTS (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF PROCESSOR TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM); (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT ANY SUCH RELATED LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND WAIVES ANY RIGHT TO OBJECT, WITH RESPECT TO ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER MERCHANT; (D) CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY RELATED LITIGATION BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO MERCHANT AT THE ADDRESS DESCRIBED ON THIS APPLICATION AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW); AND (E) WAIVES THE RIGHT TO TRIAL BY JURY IN ANY RELATED LITIGATION.

10. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, (i) NO CLAIM MAY BE MADE BY MERCHANT AGAINST PROCESSOR OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (WHETHER FOR BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY); AND (ii) THE AGGREGATE LIABILITY OF THE PROCESSOR UNDER THIS AGREEMENT, NOT INCLUDING AMOUNTS TO BE SETTLED TO MERCHANT IN RESPECT OF CARD TRANSACTIONS, SHALL NOT EXCEED THE AMOUNT OF FEES PAID TO THE PROCESSOR HEREUNDER DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. MERCHANT HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM PRESENTLY EXISTS OR ARISES HEREAFTER AND WHETHER OR NOT SUCH CLAIM IS KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

11. MISCELLANEOUS PROVISIONS.

a. Merchant shall not assign, subcontract, license, franchise or in any manner attempt to extend to any third party any right or obligation under this Agreement. Processor may assign any or all of its rights or obligations under this Agreement at any time without notice.

b. The prevailing party in any legal proceedings in an action arising from this Agreement shall be entitled to the recovery of its reasonable attorney's fees, costs and expenses.

c. This Agreement may be modified by Processor upon 30 days prior written notice to Merchant or by written agreement of all the parties hereto.

d. No party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of their rights under this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

e. No party shall be liable for any loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, acts of God or other catastrophes.

f. If the Merchant is or becomes the subject of any insolvency, bankruptcy, receivership, dissolution, reorganization or other similar proceeding, federal or state, voluntary or involuntary, under any present or future law or act, Merchant consents to the immediate and absolute lifting of any stay as to the enforcement of remedies under this Agreement, including specifically the stay imposed by §362 of the United States Federal Bankruptcy Code, as amended.

g. Each party and each person signing on behalf of a party represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval.

h. This Agreement and the documents referenced herein constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations are terminated and canceled in their entirety.

i. If there is any conflict between a part of this Agreement and any present or future Association Regulation or applicable federal, state or local law or regulation, only the part of this Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Agreement within the requirements of the Association Regulation, law or regulation.

j. All notices, including invoices, given in connection with this Agreement, shall be in writing and deemed received one week after deposit in first class United States mail, postage prepaid, or if given by other means, upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth on this Application.

k. Merchant shall be liable for all applicable taxes, except Processor's income taxes, required to be paid or collected as a result of this Agreement.

l. All obligations, warranties and liabilities of Merchant incurred or existing as of the date of termination of this Agreement, including without limitation, Merchant's obligations with respect to subsequent Adjustments or Chargebacks based upon Card Transactions incurred prior to termination, shall survive termination and shall continue in full force and effect as if the termination had not occurred. The right of Processor to revoke credit as well as hold, retain, or set off against amounts due to Merchant, shall survive the termination of this Agreement and shall continue in full force and effect as if termination had not occurred.

m. Nothing in this Agreement shall be deemed to create a partnership, joint venture or any agency relationship between the parties.




n. Processor specifically disclaims all warranties of any kind, expressed or implied, including warranties of merchantability. This Agreement is a service agreement and the provisions of the Uniform Commercial Code shall not apply to it.

o. Each party retains responsibility for the security of the Cardholder or Card Transaction information that it collects, stores or discloses.

RevTrak MN City Volume Pricing Program

Rates	
Monthly fee	\$59.95
In person (qualified swiped) transactions*	1.99% + 35¢ per transaction
Online, phone, and mail order transactions*	2.79% + 35¢ per transaction
Refunds (full or partial)	(1.99%) + 35¢ per transaction
Card reader (optional)	\$4.95/month (rent) or \$89.95 (purchase)

No hidden fees, no start-up costs, no minimum volumes.

What's Included
Web Store and Dashboard, hosted by RevTrak
Ability to issue refunds (full or partial) and voids
Merchant account**
Integrations with other software programs
Training for your staff
Full service setup of your RevTrak ® Web Store
Full service support (Monday through Friday, 7 a.m. – 5 p.m. CT)
Credit cards accepted:   

How To Get Started
Step 1: Call your RevTrak sales representative to request an application package.
Step 2: Return your completed application. Your application will be processed within 2 weeks.
Step 3: A RevTrak Business Development team member will coordinate the building of your Web Store.
Step 4: A RevTrak support specialist will install your integration (if applicable).
Step 5: A RevTrak Business Development team member will train your staff.

***Surcharges:** There are occasional cards or situations to which Visa/MasterCard applies a surcharge. The non-qualified transactions are 3.49%. The most common non-qualified transactions are corporate credit cards, some rewards cards, and credit cards issued in a foreign country.

****Merchant Account:** A merchant account provides the financial account to electronically process your payments and identifies your entity name to your customers. Visa requires each entity to maintain a merchant account in their name for the settlement of credit and debit card transactions. The gross amount of your transactions is sent to your bank daily by ACH on the 2nd business day after the batch is closed. Fees are billed and drafted from your account at the beginning of the next month. Your entity will receive a statement detailing activity from the previous month and all fees deducted.

Proposal to Use RevTrak for Online Payments



Who is RevTrak?

- A national online payment service provider in 36 states (since 1998)
- Currently serving over 800 clients nationwide, including 52 cities in Minnesota
- Listed on the PCI Compliant Service Provider List:

VISA Global List of PCI DSS Validated Service Providers

As Of 10/21/2010

The companies listed below were validated as being PCI DSS compliant by a QSA as of the "VALIDATION DATE". Service providers are required to revalidate their compliance to Visa on an annual basis, with the next annual Report on Compliance (ROC) due to Visa one year from the "VALIDATION DATE". ROCs that are from 1-60 days late are noted in yellow and ROCs that are from 60-90 days late are noted in red. Entitles with ROCs over 90 days past due are removed from this list. Entitles are listed in each Visa region where they have been registered by at least one client, including: AP - Asia Pacific, CEMEA - Central Europe / Middle East / Africa, LAC - Latin America / Caribbean, NA - North America - Canada / United States. Visa clients are responsible for and are required to use compliant service providers and to follow up with service providers directly if there are any questions about their compliance status.

List of Compliant Service Providers - All **VISA**

SERVICE PROVIDER	VALIDATION DATE	SERVICES COVERED BY REVIEW (1)	ASSESSOR	AP	CEMEA	LAC	NA
RevTrak, Inc	May 31, 2010	Authorization Payment Gateway	Coalfire Systems, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

How will RevTrak help the City? The following items are provided at NO charge:

- Provide a shopping cart solution, called the RevTrak Web Store
- Host the RevTrak Web Store on our secure online servers
- Program the RevTrak Web Store for all desired payments
- Maintain the RevTrak Web Store as needed (adding or changing items available for purchase)
- Publish links to your forms, and/or show you how to utilize Google Forms linked to the store
- Provide unlimited training
- Provide unlimited Tech Support
- Provide the City's PCI DSS Compliance

How will RevTrak help residents?

- Credit card payments may be made in person at the City's front desk, phone, mail, or online
- Payments may be for utilities, permits, licenses, fundraisers, shelter rental, etc.
- Residents make payments using Visa or MasterCard, credit or debit; and Discover
- Residents may fill out forms and make payments from the City's website (saving fuel, time and postage)
- Residents may check and pay a utility balance online (when integrated with a third-party vendor)

Why RevTrak?

- Because 52 other cities in Minnesota are satisfied clients
- RevTrak provides the entire solution, including the merchant account
- RevTrak Tech Support can handle most questions without involving City technology staff
- Funds are sent electronically in gross to the City's bank account from the credit card network, 2-3 business days after being processed
- Refunds: Full and partial
- All payments are guaranteed — RevTrak approves the transaction; the City will receive the money
- Tech Support: 97% of all calls to RevTrak Tech Support are answered *before* reaching the option to leave a message

What is our commitment if we move forward?

While the agreement states 12-months, RevTrak will release any client at any time before 12-months, upon request.

What is the implementation process?

Implementation requires 5-10 business days. It may take longer when coordinating with a utility billing third party.

RevTrak Contact Info:

Sherrie Erdenberg, Sales Rep, SE@RevTrak.com, (888) 847-3216, x3

Bruce Fladebo, National Sales Director, Bruce@RevTrak.com, (888) 847-9962

Subject: RevTrak MN Cities

Ada
Albert Lea
Albertville
Arden Hills
Arlington
Becker
Belle Plaine
Benson
Big Lake
Breezy Point
Burnsville
Centerville
Chatfield
Chisago
Columbia Heights
Crosby
Elko
Fairfax
Fairmon
Fergus Falls
Foley
Fosston
Gaylord
Goodview
Hutchinson (3 Entities)
Joint Powers Water
Jordan
Lake Crystal
Lindstrom
Luverne
Mahtomedi
Maple Lake
Mendota heights
Mora
New Richland
Newfolden
Norwood-Young America
Osseo
Rockford
Sabin
Sartell
Shoreview
Shorewood
St. Charles
St. Cloud
Stillwater
Thief River
Vadnais Heights
Victoria
Winsted

Date: 03/22/2011

By: Jim Way
Police

Information

Title:

Authorization to Seek Proposals for Abatement Services

Background:

The City of Ramsey has been using local vendors for abatement services that include mowing and blight "clean-up". The contract that the City had for mowing has expired and the "clean up" contract will expire in June. Abatements have increased over the past year and the recent rise in home foreclosures in the City adds to the locations needing mowing and "clean-up". To expedite the abatement process, staff is asking for authorization to seek proposals for contracted abatement services. Separate proposals for mowing and "clean up" have been completed. A notice will be published in the Anoka County Union once a week for two weeks beginning March 25, 2011. The deadline for proposals will be April 15, 2011. The notice will also be mentioned and available on the City Web Site. Vendors that are currently known to staff will be sent a proposal by mail.

Notification:

??

Recommendation:

Staff recommends authorization to seek proposals for abatements services- mowing and clean-up.

Funding Source:

Administration- posting of a public notice in the Anoka Co Union twice

Council Action:

Motion by City Council to authorize staff to formally advertise for "Request for Proposal" for abatement services (mowing and "clean-up") with the intended purpose to secure a contract with vendors for one year.

Attachments

Mowing RFP

Abatement Clean up

Form Review

Inbox	Reviewed By	Date
Jo Thieling	Jo Thieling	03/15/2011 11:35 AM
Kurt Ulrich	Kurt Ulrich	03/16/2011 11:23 AM
Form Started By: Jim Way		Started On: 03/09/2011 11:41 AM
Final Approval Date: 03/16/2011		

CITY OF RAMSEY

**REQUEST FOR PROPOSALS
FOR
ABATEMENT MOWING SERVICES**

Request for Proposals Release Date: March 23, 2011
Request for Clarification of Proposals Due Date: April 5, 2011
Proposal Due Date: April 15, 2011 4:30 pm
Council Review: April 26, 2011
Contract Award: April 26, 2011

Chief James Way
Ramsey Police Department
7550 Sunwood Dr.
Ramsey, MN 55303
(753)-427-6812

INTRODUCTION

The City of Ramsey, Minnesota, (the "City") is inviting interested contractors to submit written proposals for Private Property Abatement Mowing Services Requests for Proposals ("RFP(s)"). Interested Abatement Mowing Service Contractors ("Contractors") may submit proposals for Mowing Services. Each proposal must be submitted in a sealed envelope. To be considered a valid proposal, all Contractors must submit proposals consistent with the terms and conditions outlined within this RFP on or by 4:30 p.m. on Friday, April 15, 2011. A copy of the RFP can be requested by contacting Chief James Way, Ramsey Police Department, 7550 Sunwood Dr NW, Ramsey, MN 55303, or by calling (763) 427-6812 or email at jway@ci.ramsey.mn.us.

SCOPE OF SERVICES

The Scope of Services applicable to this RFP shall include abatement mowing services on public or private property. The abatement mowing services will be for violations of City Code as directed by the City Administrator or his or her designee. These services will include weed and grass mowing to height not exceeding four (4) inches, as well as trimming around trees and structures, as applicable. It is desirable, but not required, that the contractor possess a certification for treating noxious weeds. These services are hereinafter collectively referenced as ("Mowing Services").

The contract will be for a one (1) year term.

RFP PROCESS AND LIMITATIONS

Contractors should note that this is a request for proposals and not a request for bids. The City will take all factors into consideration when determining the appropriate service provider for the City. This RFP outlines minimum terms and conditions that must be met in order to be considered a viable proposal. Any proposal that does not meet the minimum requirements will be rejected. Contractors have the option of making a proposal that is above and beyond the minimum terms and conditions. There will be no public bid opening.

The RFP does not commit the City to award or pay any costs incurred in preparation of a Contractor's proposal. The City may modify any part of the RFP at any time prior to the contract selection. The City will modify the RFP only by issuing a written addendum. Addenda will be consecutively numbered in the order they are issued. The City reserves the right to reject any or all proposals. The City reserves the right to cancel this RFP if it is in the best interests of the City. The selection of the Contractor is subject to final approval of the Ramsey City Council.

Any addenda issued by the City will be mailed to all Contractors that are known by the City to have received an original RFP. The City is not responsible for any Contractor proposal deficiencies in the event the Contractor does not receive an addendum.

Each Contractor may supplement their proposal once in response to each addendum. Contractors may also clarify their proposals in response to a written request by the City for supplemental information. The City will consider no other proposal supplements.

All submissions by the selected Contractor may become part of the selected Contractor's City contract.

Any proposal received after April 15, 2011 will not be considered and will be returned to the proposer unopened. Once the City receives the proposals, Contractors cannot modify or withdraw their proposal unless directed by the City. All proposals become the property of the City, and will be considered public information after a proposal has been selected. Contractors may label certain sections as "Proprietary," as allowed by the Minnesota Government Data Practices Act, and those sections will not be made public.

SUBMITTAL OF RFP

Proposals shall be submitted to the attention of

Chief James Way
Ramsey Police Department
7550 Sunwood Dr NW
Ramsey, MN 55303

Deadline for submission of proposals is Friday, April 15, 2011.

Questions relative to the RFP should be directed to Chief Way at (763)427-6812. Requests for clarification(s) **must be provided in writing (letter or email)** and will be considered until ten (10) working days prior to proposal opening date.

TERMS AND CONDITIONS

1. **Equipment Available for Use:** In order to qualify for consideration of this RFP, the Contractor's proposal must state what equipment will be used in providing the Mowing Services and the Contractor's ownership/lessee interest in said equipment. A listing of all equipment to be utilized shall be submitted with the proposal. Such listing shall show the make and model of the equipment, together with its size and other relevant information, such as specialized equipment not necessarily herein specified, but which may be a factor in performing effectively and efficiently the Mowing Services. All equipment to be used by the Contractor shall be maintained in good repair and condition. The City reserves the right to inspect the equipment from time to time for the purpose of determining that it is in satisfactory conformance with the terms and conditions of the Contract.
2. **Trained Personnel:** Contractor employees shall be supervised by personnel qualified to perform the work required by the Contract in order

to provide immediate and prompt service as ordered and requested by the City. The Contractor shall assume any and all responsibility for the conduct of its employees. The Contractor guarantees that all of the employees performing under this contract will be adequately trained in their profession, will respond promptly to all calls, will provide safe and adequate equipment (as herein specified), be clean and neat in appearance, use language free of profanity, and treat members of the public courteously at all times.

3. Subcontractors: Where two or more Contractors desire to submit a single proposal, the submission should be on a contractor/sub-contractor basis rather than as a joint venture. For this engagement, the City intends to contract with an individual contractor and not with multiple contractors doing business as a joint venture. If a sub-contractor is to be used, that fact must be disclosed in the proposal, together with the name of each sub-contractor and its duties in relation to the scope of work. The sub-contractor shall be subject to the same contract requirements as the Contractor.
4. Damage to Abated Property: The Contractor will be solely responsible for damage to property at the site. Any damage needs to be reported to the City immediately.
5. Billing: The Contractor shall bill the City for all charges relating to contracted abatements within ten (10) days of completion of the abatement. The Contractor may bill the City for any pre-abatement briefings as required; however, site inspections by the Contractor will be at no cost to the City.
6. Scheduling: Abatements will be scheduled and performed within five (5) business days of notification of an abatement mowing request by the City. An extension may be given, when agreed to by both parties, for circumstances out of the control of the Contractor, such as inclement weather. There will be no cost to the City for cancelled abatements when at least twenty-four (24) hour's prior notice by the City has been given to the Contractor.
7. Performance: Should the Contractor fail to appear for an appointed abatement at the scheduled time, the City reserves the right to call another abatement Contractor to perform the work.

In the event that at any time, it becomes necessary for the City to request the services of another Contractor for the reasons detailed above, the City reserves the right to hold the Contractor responsible for any additional charges at the rate of charges agreed upon in the Contractor's Contract with the City. Any additional charges shall be assessed only if the response time is due to negligence on the part of the Contractor, which negligence may include equipment failure.

If the Contractor is called and is unable to respond due to conditions beyond its control, the authorized City officials shall be immediately so informed, and the right is hereby reserved to call another contractor to perform the work.

8. In the event of a breach by the Contractor of any terms or conditions of the Contract, the City shall have, in addition to any other legal recourse, the right to terminate the Contract immediately.
9. Either party may terminate the Contract without cause upon the serving of such termination notice to the other, in writing, thirty (30) days prior to the intended termination date.
10. A copy of the Contract(s) shall be readily available for inspection at the Contractor's place of business.

Failure to meet any or all of the requirements of this section may result in termination of the Contract at any time, as per the conditions specified for Contract termination.

INSURANCE

The successful Contractor shall not commence work under the Contract until the specified insurance coverages have been obtained. The Contractor shall file, within seven days following notification of proposal selection, with the Ramsey City Clerk, all certificates of insurance or documentation thereof indicating that all required insurance has been obtained and is in full force. The City shall be named as an additional insured on all required insurance policies.

The following insurance coverages are required as minimums:

- A.
 1. Public Liability Insurance: \$1,000,000 Comprehensive General Liability (including assault) and including Completed Operations coverage.
 2. Business Auto Policy with all coverages (all vehicles) with \$1,000,000 limits.
- B. Workers' Compensation Insurance covering all employees of the Contractor, or his/her agents, working under this Contract in accordance with the Minnesota Workers' Compensation Law.

The Contractor shall agree to provide to the Ramsey City Clerk, thirty (30) days prior written notice in the event any policy is canceled or a material change is effected and each policy must contain a provision that the insurer notify the Ramsey City Clerk immediately if a policy is canceled or a material change has been effected.

PROPOSAL EVALUATION AND SELECTION OF CONTRACT

It is the intent of the City to enter into a contract with the Contractor that will best serve the City's needs and who meets all of the terms and conditions set forth herein. In addition, the City will evaluate proposals in a manner consistent with the following:

PERFORMANCE STANDARDS

All abatement mowing service proposals will be evaluated on the proposer's ability to provide services per the attached Price Summary Sheet and the cost that the Contractor will charge for providing each service. Contractor that offers to provide each service for the lowest cost may not necessarily be the Contractor that will best serve the City's needs.

All prices or rates for these services contained in a proposal are considered the prices that will be used when the City enters into the contract for these services with the Contractor. The Contractor may not change, modify, alter, or amend the prices or rates for services contained in its proposal when entering into the contract for such services. The Contractor also may not change, modify, alter, or amend the prices or rates for services contained in its proposal for the duration of the contract period, unless such change, modification, alteration, or amendment is made in writing and approved by both the City and the Contractor.

The City retains the right to waive any informality or irregularity in any proposal or proposals received; and to select the proposal(s) which in its judgment is in its own best interest. Upon selection, the Contractor shall negotiate with the City for the purpose of entering into a contract implementing the terms of the proposal. Unsuccessful proposers will receive notification within ten (10) working days after the selection of a Contractor.

ATTACHMENTS:

The following Price Summary Sheet shall be completed and submitted as part of the RFP: Supplemental documents may be submitted, but only in addition to the Price Summary Sheet.

Price Summary Sheet B – Mowing Services

Price Summary Sheet B

Mowing Services

Page 1 of 1

<i>Services</i>	<i>Hourly Rate</i>	<i>Daily Rate</i>	<i>Other</i>
Labor (laborer, machine operator, etc)			
Equipment (mowers, trimmers, etc)			
Transportation Costs (mileage, mobilization, etc)			
Other Charges (List) [Example - Treatment of Noxious Weeds]			

Attach additional sheets as necessary

CITY OF RAMSEY

**REQUEST FOR PROPOSALS
FOR
NUISANCE ABATEMENT SERVICES**

Request for Proposals Release Date: March 23, 2011
Request for Clarification of Proposals Due Date: April 5, 2011
Proposal Due Date: April 15, 2011
Council Review: April 26, 2011
Contract Award: April 26, 2011

Chief James Way
Ramsey Police Department
7550 Sunwood Dr.
Ramsey, MN 55303
(753)-427-6812

INTRODUCTION

The City of Ramsey, Minnesota, (the "City") is inviting interested contractors to submit written proposals for Private Property Abatement Services Requests for Proposals ("RFP(s)"). Interested Abatement Service Contractors ("Contractors") may submit proposals for Clean Up Services. Each proposal must be submitted in a sealed envelope. To be considered a valid proposal, all Contractors must submit proposals consistent with the terms and conditions outlined within this RFP on or by 4:30 p.m. on Friday, April 15, 2011. A copy of the RFP can be requested by contacting Chief James Way, Ramsey Police Department, 7550 Sunwood Dr NW, Ramsey, MN 55303, or by calling (763) 427-6812 or email at jway@ci.ramsey.mn.us.

SCOPE OF SERVICES

The Scope of Services applicable to this RFP shall include abatement services on private property. The Abatement Services will include the abating of a public nuisance or violation of City Code as directed by the City Administrator or his or her designee. The public nuisances to be abated ("Abatement Services") shall include, but not be limited to junk automobiles, the storage of junk, trash, rubbish or refuse of any kind, all as defined by Ramsey City Code Section 30-3, Property Conditions Constituting a Public Nuisance. In addition, the abatement services shall also include storage/securement of removed automobiles and/or other removed items of personal property ("Property Securement Services").

The contract will be for a two (2) year term.

RFP PROCESS AND LIMITATIONS

Contractors should note that this is a request for proposals and not a request for bids. The City will take all factors into consideration when determining the appropriate service provider for the City. This RFP outlines minimum terms and conditions that must be met in order to be considered a viable proposal. Any proposal that does not meet the minimum requirements will be rejected. Contractors have the option of making a proposal that is above and beyond the minimum terms and conditions. There will be no public bid opening.

The RFP does not commit the City to award or pay any costs incurred in preparation of a Contractor's proposal. The City may modify any part of the RFP at any time prior to the contract selection. The City will modify the RFP only by issuing a written addendum. Addenda will be consecutively numbered in the order they are issued. The City reserves the right to reject any or all proposals. The City reserves the right to cancel this RFP if it is in the best interests of the City. The selection of the Contractor is subject to final approval of the Ramsey City Council.

Any addenda issued by the City will be mailed to all Contractors that are known by the City to have received an original RFP. The City is not responsible for any

Contractor proposal deficiencies in the event the Contractor does not receive an addendum.

Each Contractor may supplement their proposal once in response to each addendum. Contractors may also clarify their proposals in response to a written request by the City for supplemental information. The City will consider no other proposal supplements.

All submissions by the selected Contractor may become part of the selected Contractor's City contract.

Any proposal received after April 15, 2011 will not be considered and will be returned to the proposer unopened. Once the City receives the proposals, Contractors cannot modify or withdraw their proposal unless directed by the City. All proposals become the property of the City, and will be considered public information after a proposal has been selected. Contractors may label certain sections as "Proprietary," as allowed by the Minnesota Government Data Practices Act, and those sections will not be made public.

SUBMITTAL OF RFP

Proposals shall be submitted to the attention of

Chief James Way
Ramsey Police Department
7550 Sunwood Dr NW
Ramsey, MN 55303

Deadline for submission of proposals is Friday, April 15, 2011 at 4:30 pm.

Questions relative to the RFP should be directed to Chief Way at (763)427-6812. Requests for clarification(s) **must be provided in writing (letter or email)** and will be considered until ten (10) working days prior to proposal opening date.

TERMS AND CONDITIONS

1. **Equipment Available for Use:** In order to qualify for consideration of this RFP, the Contractor's proposal must state what equipment will be used in providing the Abatement Services and the Contractor's ownership/lessee interest in said equipment. A listing of all equipment to be utilized shall be submitted with the proposal. Such listing shall show the make and model of the equipment, together with its size and other relevant information, such as specialized equipment not necessarily herein specified, but which may be a factor in performing effectively and efficiently the Abatement Services. All equipment to be used by the Contractor shall be maintained in good repair and condition. The City reserves the right to inspect the equipment from time to time for the purpose of determining that it is in satisfactory conformance with the terms and conditions of the Contract.

2. **Trained Personnel:** Contractor employees shall be supervised by personnel qualified to perform the work required by the Contract in order to provide immediate and prompt service as ordered and requested by the City. The Contractor shall assume any and all responsibility for the conduct of its employees. The Contractor guarantees that all of the employees performing under this contract will be adequately trained in their profession, will respond promptly to all calls, will provide safe and adequate equipment (as herein specified), be clean and neat in appearance, use language free of profanity, and treat members of the public courteously at all times.
3. **Subcontractors:** Where two or more Contractors desire to submit a single proposal, the submission should be on a contractor/sub-contractor basis rather than as a joint venture. For this engagement, the City intends to contract with an individual contractor and not with multiple contractors doing business as a joint venture. If a sub-contractor is to be used, that fact must be disclosed in the proposal, together with the name of each sub-contractor and its duties in relation to the scope of work. The sub-contractor shall be subject to the same contract requirements as the Contractor.
4. **Loss or Damage to Abated Property:** The Contractor will be solely responsible for loss or damage to the personal property removed from the site ("Abated Property") from the time direction is given by the City turning the Abated Property over to the Contractor and until such time as the Abated Property is legally released to its owner or otherwise disposed of at the direction of the City. The site of the abatement will be returned to its original condition or grade by the Contractor. The cost of any site grading to bring the site to its original condition will be reimbursed to the Contractor at the rate provided on attached Sheet A.
5. **Recordkeeping:** The Contractor shall maintain proper records of all Abated property received. The record keeping system shall meet the approval of the Ramsey Chief of Police and records are to be available at all times for inspection by authorized City officials. All contents of such reports shall meet the approval of the Ramsey Chief of Police. *(A detailed inventory list to be submitted with invoice if applicable).*
6. **Billing:** The Contractor shall bill the City for all charges relating to contracted abatements within ten (10) days of completion of the abatement. The Contractor may bill the City for any pre-abatement briefings as required; however, site inspections by the Contractor will be at no cost to the City.
7. **Scheduling:** Abatements will be scheduled within five (5) business days of notification of an abatement request by the City. An extension may be given, when agreed to by both parties, for circumstances out of the control of the Contractor, such as inclement weather. There will be no cost to the

City for cancelled abatements when at least twenty-four (24) hours prior notice by the City has been given to the Contractor.

8. Performance: Should the Contractor fail to appear for an appointed abatement at the scheduled time, the City reserves the right to call another abatement Contractor to perform the work.

In the event that at any time, it becomes necessary for the City to request the services of another Contractor for the reasons detailed above, the City reserves the right to hold the Contractor responsible for any additional charges at the rate of charges agreed upon in the Contractor's Contract with the City. Any additional charges shall be assessed only if the response time is due to negligence on the part of the Contractor, which negligence may include equipment failure.

If the Contractor is called and is unable to respond due to conditions beyond its control, the authorized City officials shall be immediately so informed, and the right is hereby reserved to call another contractor to perform the work.

9. Storage Facility: The Contractor shall operate and maintain a storage facility for all Abated Property in compliance with the terms of this contract and all State and City applicable laws, ordinances, rules and regulations that are presently in effect or which may hereafter be adopted. Pursuant to Ramsey City Code Section 2-332, unclaimed property and vehicles are eligible for disposal or sale fifteen (15) days after the abatement, subject to Minnesota Chapter 168B titled "Abandoned Motor Vehicles," when applicable.
10. Reclaiming Property: Within 15 days of the abatement, the property owner can reclaim any items held by paying all fees incurred by the City associated with the abatement. Contractor shall be permitted to schedule appointments with the property owner during normal business hours for purposes of property owner's retrieval of Abated Property. The Contractor will invoice the City for all expenses associated with the Abatement prior to releasing any items to the property owner. The property owner will pay the fees directly to the City, and not the Contractor.
11. In the event of a breach by the Contractor of any terms or conditions of the Contract, the City shall have, in addition to any other legal recourse, the right to terminate the Contract immediately.
12. Either party may terminate the Contract without cause upon the serving of such termination notice to the other, in writing, thirty (30) days prior to the intended termination date.
13. A copy of the Contract(s) shall be readily available for inspection at the Contractor's place of business.

Failure to meet any or all of the requirements of this section may result in termination of the Contract at any time, as per the conditions specified for Contract termination.

INSURANCE

The successful Contractor shall not commence work under the Contract until the specified insurance coverages have been obtained. The Contractor shall file, within seven days following notification of proposal selection, with the Ramsey City Clerk, all certificates of insurance or documentation thereof indicating that all required insurance has been obtained and is in full force. The City shall be named as an additional insured on all required insurance policies.

The following insurance coverages are required as minimums:

- A.
 - 1. Public Liability Insurance: \$1,000,000 Comprehensive General Liability (including assault) and including Completed Operations coverage.
 - 2. Business Auto Policy with all coverages (all vehicles) with \$1,000,000 limits.
- B. Workers' Compensation Insurance covering all employees of the Contractor, or his/her agents, working under this Contract in accordance with the Minnesota Workers' Compensation Law.

The Contractor shall agree to provide to the Ramsey City Clerk, thirty (30) days prior written notice in the event any policy is canceled or a material change is effected and each policy must contain a provision that the insurer notify the Ramsey City Clerk immediately if a policy is canceled or a material change has been effected.

LICENSES AND PERMITS

The Contractor shall agree to obtain and retain all applicable licenses and permits as they may relate to transportation or disposal as required by the State of Minnesota, Anoka County, or the City including but not limited to a waste hauler's license permitting Contractor to haul mixed solid waste (MSW). Upon acceptance of a proposal, the awarded Contractor shall submit copies of all applicable licenses obtained to the City.

PROPOSAL EVALUATION AND SELECTION OF CONTRACT

It is the intent of the City to enter into a contract with the Contractor that will best serve the City's needs and who meets all of the terms and conditions set forth herein. In addition, the City will evaluate proposals in a manner consistent with the following:

PERFORMANCE STANDARDS

All abatement service proposals will be evaluated on the proposer's ability to provide services per the attached Price Summary Sheets and the cost that the Contractor will charge for providing each service. Contractor that offers to provide each service for the lowest cost may not necessarily be the Contractor that will best serve the City's needs.

All prices or rates for these services contained in a proposal are considered the prices that will be used when the City enters into the contract for these services with the Contractor. The Contractor may not change, modify, alter, or amend the prices or rates for services contained in its proposal when entering into the contract for such services. The Contractor also may not change, modify, alter, or amend the prices or rates for services contained in its proposal for the duration of the contract period, unless such change, modification, alteration, or amendment is made in writing and approved by both the City and the Contractor.

The City retains the right to waive any informality or irregularity in any proposal or proposals received; and to select the proposal(s) which in its judgment is in its own best interest. Upon selection, the Contractor shall negotiate with the City for the purpose of entering into a contract implementing the terms of the proposal. Unsuccessful proposers will receive notification within ten (10) working days after the selection of a Contractor.

ATTACHMENTS:

The following Price Summary Sheets shall be completed and submitted as part of the RFP: Supplemental documents may be submitted, but only in addition to the Price Summary Sheet.

Price Summary Sheet A - Clean Up and Removal Services

Price Summary Sheet A

Clean Up and Removal Services

Page 1 of 2

<i>Services</i>	<i>Hourly Rate</i>	<i>Daily Rate</i>	<i>Other</i>
Labor (laborer, machine operator, etc)			
Equipment (skid steer, dump truck, etc)			
Dumpsters (size and type):			
Mixed Waste			
Construction Waste			
Transportation Costs (mileage, mobilization, etc)			

Clean Up and Removal Services Continued

<i>Services</i>	<i>Hourly Rate</i>	<i>Daily Rate</i>	<i>Other</i>
Storage Costs			
Disposal Fees			
Abatement Site Grading/Regrading to Original Condition			

Date: 03/22/2011

By: Jim Way
Police

Information

Title:

Authorization to Seek Proposals for City Towing Services

Background:

The City of Ramsey currently has a contract for towing services with Champlin Towing that expires June 30, 2011. Staff is asking for authorization to seek contract proposals for the City of Ramsey towing needs for a two year period.

A notice will be published in the *Anoka County Union* once a week for two weeks beginning March 25, 2011. The deadline for proposals will be Monday, May 23, 2011, at 4:30 p.m.

Staff is aware of four towing companies that have shown interest in providing a proposal for service. These four companies will be mailed requests for proposals during the release date.

It is the intent of staff to use the RFP that was used in 2009, with some minor changes.

The RFP is attached.

Recommendation:

Staff recommends authorization to advertise for RFP for towing services.

Funding Source:

Administration - posting of a public notice in the *Anoka County Union* twice.

Council Action:

Motion by City Council to authorize staff to formally advertise for "Request for Proposal" for towing services with the intended purpose to secure a contract with a vendor for two (2) years.

Attachments

Towing RFP

Form Review

Inbox	Reviewed By	Date
Jo Thieling	Jo Thieling	03/10/2011 10:23 AM
Kurt Ulrich	Kurt Ulrich	03/16/2011 11:23 AM
Form Started By: Jim Way		Started On: 03/09/2011 03:12 PM
Final Approval Date: 03/16/2011		

CITY OF RAMSEY

REQUEST FOR PROPOSAL

**TOWING, IMPOUNDING AND STORAGE
OF MOTOR VEHICLES**

Proposal Release Date: May 2, 2011
Proposal Due Date: May 23, 2011

Chief James Way
Ramsey Police Department
7550 Sunwood Dr.
Ramsey, MN 55303
(753)-427-6812

Introduction

The City of Ramsey, Minnesota, hereby issues a Request for Proposal for the intended purpose of retaining a service to provide Towing, Impounding and Storage of Motor Vehicles for the City 24 hours per day, 365 days per year, on an as needed and directed basis. Such direction is to be by the Chief of Police, the Fire Chief, the Director of Public Works and the Director of Fire and Building Inspections, of the City of Ramsey or their authorized and legal representatives.

Interested parties in the Towing service business may submit a proposal for Towing, Impounding and Storage of Motor Vehicles services. Each proposal must be submitted in a sealed envelope. To be considered a valid proposal, all interested Towing service businesses must submit proposals consistent with the terms and conditions outlined herein on or by 4:30 p.m. on Friday, May 23, 2011. A copy of the RFP may be received by contacting Chief James Way, Ramsey Police Department, 7550 Sunwood Dr NW, Ramsey, MN 55303.

The contract for service shall commence on July 1, 2011 and terminate on June 30, 2013.

RFP Process and Limitations

Prospective Towing service businesses please note that this is a request for proposal process and not a request for bids. The City of Ramsey will take all factors into consideration when determining the appropriate service provider for Ramsey. This RFP outlines minimum terms and conditions that must be met in order to be considered a viable proposal. Any proposal that does not meet the minimum requirements will be rejected. Towing service businesses have the option of making a proposal that is above and beyond the minimum terms and conditions. There will be no public bid opening.

The RFP does not commit the City of Ramsey to award or pay any costs incurred in preparation of a Towing service business's proposal. The City may modify any part of the RFP at any time prior to the contract selection. The City will modify the RFP only by issuing a written addendum. Addenda will be consecutively numbered in the order they are issued. The City reserves the right to reject all proposals. The City reserves the right to cancel this RFP if it is in the best interest of the City. The selection of this contract is contingent upon the approval of the Ramsey City Council.

Any addenda issued by the City will be mailed to all that are specifically known by the City to have received an original RFP. The City is not responsible for a Towing service business that does not receive an addendum.

Each towing service business may supplement their proposal once in response to each addendum. Towing service businesses may also clarify their proposals in response to a written request by the City for supplemental information. The City will consider no other proposal supplements.

All submissions by the towing service business will become part of the selected towing service business's contract by the City.

Any proposal received after 4:30 p.m. on May 23, 2011 will not be considered and will be returned to the towing service business unopened. Once the City receives the proposals, Towing service businesses cannot modify or withdraw their proposal unless directed by the City. All proposals become the property of the City of Ramsey, and will be considered public information after a proposal has been selected. Towing service businesses may label certain sections as "Proprietary," as allowed by the Minnesota Government Data Practices Act, and those sections will not be made public.

Submittal of RFP

Proposal shall be submitted to the attention of

Chief James Way
Ramsey Police Department
7550 Sunwood Dr NW
Ramsey, MN 55303

Deadline for submission of proposals is 4:30 p.m., May 23, 2011.

Questions relative to the RFP should be directed to Chief Way at (763)427-6812. Requests for clarification(s) will be considered until five (5) working days prior to proposal due date.

Terms and Conditions

1. In order to qualify for consideration under these terms and conditions, the potential Contractor's proposal must state what satisfactory equipment the Towing service actually owns, plans to buy or is planning to rent at the time the proposal is submitted. The potential Contractor must also have direct access to trained, available personnel at the time the contract begins, in order to provide immediate and prompt service as ordered and requested by the authorized City officials. The qualifying of proposals to meet this will be permitted, such as the acquisition of equipment being dependent upon proposal selection, etc. Failure to have or have access to the listed equipment when the contract is to commence will void the contract.
2. The successful Contractor must own or have available within a 10-mile radius of the Intersection of Ramsey Blvd NW (Co Rd 56) and Industry Ave NW (Co Rd 116), Ramsey, MN 55303, the following equipment as a minimum:
 - A. To tow passenger vehicles, including cars, light trucks, vans, utility vehicles, 4-wheel drive vehicles, motorcycles, and recreational vehicles (to include ATV's, snowmobiles and mini-bikes), one truck having a manufacturer's gross vehicle weight rating of 12,000 lbs., to be equipped with a crane and winch, and further equipped to control movement of the towed vehicle, and
 - B. To tow vehicles of $\frac{3}{4}$ ton to 1 $\frac{1}{2}$ ton capacity, one truck having a manufacturer's gross vehicle weight rating of 16,000 lbs., to be equipped with a crane and winch, and further equipped to control movement of the towed vehicle, and

- C. One truck having a manufacturer's gross vehicle weight rating of 52,000 lbs., to be equipped with a crane and winch, and further equipped to control movement of the towed vehicle, and
- D. Equipment sufficient and designed to move vehicles not amenable to towing or to move a completely demolished vehicle by means of dollies or low bed trailers.
- E. Equipment for 2-way communications with Anoka County Central Communications (Dispatch).

A listing of all equipment to be utilized shall be submitted with the proposal. Such listing shall show the make and model of all equipment available for use under this contract, along with size and all other pertinent information, such as specialized equipment not necessarily herein specified, but which may be a factor in performing effectively and efficiently.

All equipment to be used by the Contractor under this contract shall be maintained in good repair and condition. The City reserves the right to inspect the equipment from time to time for the purpose of determining that equipment condition is in conformance with the terms and conditions and the contract.

- 3. In order to be in consideration for proposal selection, all storage and parking lot facilities and all equipment to be used by the Contractor under this contract must be located within a 10-mile radius of the Intersection of Ramsey Blvd NW (Co Rd 56) and Industry Ave NW (Co Rd 116), Ramsey, MN 55303. The storage and parking lot facilities must meet all of the applicable State building code standard and municipal license and zoning requirements, including those relating to screening and landscaping of the City in which the facility is located.
- 4. The facilities proposed to be utilized under this contract must have the capability of storing a minimum of one (1) vehicle inside and a further capability of providing storage for a minimum of ten (10) vehicles outside. Inside storage will be necessary only when so requested or directed by an authorized official of the City of Ramsey as identified in these terms and conditions. When a direction is given to store a unit inside, such directions may be accompanied by certain instructions for security measures to be employed. The security responsibilities become the responsibility of the storing agent while the unit is in his/her keeping.
- 5. The Contractor performing under this contract shall assume all and full responsibility for the conduct of his/her employees. The Contractor guarantees that all of the employees performing under this contract will be adequately trained in their profession, will respond promptly to all calls, will provide safe and adequate equipment (as herein specified), be clean and neat in appearance, use decent language, free of profanity, and treat the public courteously at all times. Request for service from the Ramsey Police Department must be given first priority by all towing dispatchers serving as agents for the Contractor.

6. The Contractor will be solely responsible for loss or damage to any vehicle, including all equipment and contents, from the time direction is given by the authorized City representative turning the vehicle over to the Contractor or his Agency and until such time as the vehicle is legally released to the registered or actual owner or legal agent thereof.
7. The performing Contractor must agree to maintain proper records of all vehicles received. The record keeping system shall meet the approval of the Ramsey Chief of Police and records are to be available at all times for inspection by authorized City officials. The records must include a copy of the police impounding report. A report shall be submitted monthly to the Ramsey Chief of Police detailing all vehicles towed for the City and charges incurred during that current month. All contents of such reports shall meet the approval of the Ramsey Chief of Police.
8. All vehicles towed or impounded are to be released only upon receipt of the proper legal release form to be issued by the Ramsey Police Department, except for private tows. In special cases, a verbal release may be given by the Ramsey Police Department. The release form will then include the name of the department official that approved the release.
9. While performing under this contract and under these terms and conditions, the Contractor or his/her designated representative(s) must be present at the storage facility for the purpose of releasing vehicles to authorized persons Monday through Friday, between the hours of 8:30 a.m. and 4:30 p.m. (excluding legal holidays). During Saturdays, Sundays, and legal holidays, the Contractor must be available between 12:00 p.m. and 2:00 p.m. by appointment only. It is not necessary that the Contractor or his/her designated representatives be physically present at the storage facility, but the City must be able to contact the Contractor or his/her designated representative on an as needed basis during these times. Providing the City with a home phone number where the Contractor can be reached during these times would be adequate for purposes of this paragraph.
10. It shall be agreed under this contract that motor vehicles will not be driven at anytime during the towing procedure. In the event that the vehicle is without tires or has flat tires, the performing Contractor agrees to tow the vehicle without damaging the wheels and further agrees not to tow any vehicle on its rims, on wheels without tires, or on flat tires.
11. Upon arrival at the scene of a tow where a vehicle accident has occurred, the performing Contractor, in addition to the physical removal of the vehicle, assumes full responsibility for removing any vehicular parts or other debris, excluding liquids and other commercial cargo, resulting from the accident. This clean-up is to be completed without any additional compensation.
12. The performing Contractor shall be entitled to a charge for his/her towing and storage services pursuant to the fees submitted in the accompanying proposal. The Contractor shall agree that neither the City nor any Department thereof is responsible for any charges as a result of towing and/or storage and that the Contractor assumes all liability for any and all unpaid charges. NOTE: This provision and these terms and conditions are in no way a law or regulation relating to the "price, route, or service of

any motor carrier... with respect to the transportation of property” under 49 U.S.C. Sec. 14501 (C)(1)(1997).

13. If an involved private owner/operator makes a timely request for a tow by other than our Contractor, such request shall be honored by the Police Department. In either instance, the owner/operator is solely responsible for all associated charges.
14. For vehicles identified by the Police Department as subject to forfeiture, and subsequently released to the Police Department pending the outcome of forfeiture proceedings, the performing Contractor shall indicate a flat rate charge per forfeited vehicle. The flat rate shall include towing, storage on the date of the tow, and three days of storage after the date of the tow. The flat rate applies to all cars, light trucks, vans, utility vehicles, 4-wheel drive vehicles, motorcycles, and recreational vehicles (to include ATV's, snowmobiles and mini-bikes), identified by the Police Department as subject to forfeiture by the City.
15. Should the Contractor fail to appear at a designated tow point **within twenty (20) minutes** after receiving a call for a tow, the City reserves the right to call another towing service to perform the work.

If the Contractor is called and is unable to respond due to conditions beyond his/her control, the authorized City officials shall be immediately so informed, and the right is hereby reserved to call another service to perform the work.

In the event that at any time, it becomes necessary for the City to request the services of another towing service for the reasons detailed above, the City retains the right to hold the Contractor retrained under this contract responsible for any additional charges over and above the fee schedule recorded in this proposal. Such charges shall be assessed only if the response time is due to negligence or laxity on the part of the Contractor, which negligence might include equipment failure.

16. The Contractor performing under this contract shall operate and maintain its parking and storage facility in compliance with the terms of this contract and all State and City applicable laws, ordinances, rules and regulations that are presently in effect or which may hereafter be adopted. Pursuant to Minnesota Statutes sections 168B.06, subdivisions 1 and 2, it is the responsibility of the Contractor taking a vehicle in custody to give notice of the taking within five (5) days to the vehicle owner and/or lien holder(s).
17. The Contractor performing under this contract shall all other towing companies into their facility to retrieve or claim vehicles that they have been authorized to removed.
18. No alterations or modifications of the terms of this contract shall be valid unless made in writing and signed by authorized representatives of both parties hereto.
19. In the event of a breach by the Contractor of any terms or conditions of this agreement, the City shall have, in addition to any other legal recourse, the right to terminate this agreement forthwith.

20. Either party may terminate this contract upon the serving of such termination notice to the other, in writing, thirty (30) days prior to the intended termination date.
21. A copy of this contract, along with the authorized fee schedule, shall be posted in a conspicuous place in the Contractor's place of business.

Failure to meet any or all of the requirements of this section may result in termination of the contract at any time, as per the conditions specified for contract termination.

Insurance

The successful Contractor shall not commence work under the contract until the specified insurance coverages have been obtained. The Contractor shall file, within seven (7) days following notification of proposal selection, with the Ramsey City Clerk, all certificates of insurance or documentation thereof indicating that all specific insurance has been obtained and is in full force. The City of Ramsey shall be named as an additional insured on said comprehensive general liability policy.

The following coverage's are required as minimums:

- A.
 1. Public Liability Insurance: \$1,000,000 Comprehensive General Liability (including assault)
 2. Business Auto Policy with all coverage's (all vehicles) with \$1,000,000 limits.
 3. Garage Keepers Legal Liability.
- B. Workers' Compensation Insurance covering all employees of the Contractor, or his/her agents, working under this contract in accordance with the Minnesota Workers' Compensation Law.

The Contractor shall agree to provide to the Ramsey City Clerk, thirty (30) days prior written notice in the event any policy is canceled or a material change is effected and each policy must contain a provision that the insurer notify the Ramsey City Clerk immediately if a policy is canceled or a material change has been effected.

Performance Bond

On or before the date that the contract between the City and the towing service becomes effective, the Contractor shall file with the Ramsey City Clerk an acceptable Corporate surety bond in the amount of \$10,000, payable to the City of Ramsey and subject to the approval by the Ramsey City Attorney for the faithful performance of all duties and obligations imposed under the terms and conditions of the contract.

Proposal Evaluation and Selection of Contract

It is the intent of the City to enter into a contract with the towing service that will best serve the City's needs and who meets all of the terms and conditions set forth herein. In addition, the City will evaluate proposals in a manner consistent with the following:

Performance Standards

All towing service proposals will be evaluated on their ability to provide the following services and the cost that each towing service business will charge for providing each service. The towing and storage services listed below have been given a point total based on service provided to citizens and the City of Ramsey. Proposals can score a maximum of **75 points**. The towing service business that offers to provide each service for the lowest cost shall receive the highest point value for that service. The towing service business with the highest aggregate point total is the low proposal in terms of cost, but is not necessarily the Towing service that will best serve the City's needs.

1. Base charge for towing of passenger vehicles; including cars, light trucks (3/4 ton or less), vans, utility vehicles, 4-wheel drive vehicles, motorcycles, and recreational vehicles (to include ATV's, snowmobiles and mini-bikes), i.e.- a basic impound tow. **10 points possible- 5 each**
 - a) tow truck
 - b) flat bed
2. Base charge for towing of passenger vehicles (listed above) that have been involved in an accident. **10 points possible- 5 each**
 - a) tow truck
 - b) flat bed
3. Base charge for towing of vehicles ¾ ton to 1½ ton capacity **5 points possible**
 - a) tow truck
 - b) flat bed
4. Base charge for towing of vehicles larger than 1½ ton capacity **5 points possible**
5. Base charge for towing of vehicles larger than 1½ ton capacity involved in an accident **5 points possible**
6. Wench out charge (use the following location for purposes of this proposal: median of Hwy 10 NW, 30 feet off roadway) **5 points possible**
7. "Hook up" or "Impound" charge (in lieu of fees charged in #1, #2, #3 or #4 above) Charge for vehicle dropped at same location- not removed **5 points possible**
8. "Loaded Mile" rate for transporting vehicle to impound lot **5 points possible**
9. Charge for each 24 hours of storage; including day of tow.
 - Inside storage **5 points possible**
 - Outside storage **5 points possible**

10. Flat rate charge for designated forfeiture vehicles released to Police **5 points possible**
11. Charge for towing of marked or unmarked police vehicles and fire department administrative vehicles **5 points possible**
12. Administrative fee (per tow) **5 points possible**

All prices or rates for these services contained in a towing business's proposal are considered the prices that will be used when the City enters into the contract for Towing services with the Contractor. The Contractor may not change, modify, alter, or amend the prices or rates for services contained in its proposal when entering into the contract for towing services. The Contractor also may not change, modify, alter, or amend the prices or rates for services contained in its proposal for the duration of the contract period, unless such change, modification, alteration, or amendment is made in writing and approved by both the City and the Contractor.

The City retains the right to waive any informality or irregularity in any proposal or proposals received; and to select the proposal(s) which in its judgment is in its own best interest. Upon selection, the Towing service shall negotiate with the City for the purpose of entering into a contract implementing the terms of the proposal. Unsuccessful Towing service businesses will receive notification within ten (10) working days after the selection of the Towing services.

Each proposal shall address items called out in the Terms and Conditions section along with each of the performance standards.

Date: 03/22/2011

By: Jo Thieling
Administrative Services

Information

Title:

Request Support for a County-Wide Integrated Public Safety Information System

Background:

The current Anoka County public safety databases are aging and outdated after having been implemented in the 1990's. The Anoka County Joint Law Enforcement Council (JLEC) is currently researching a comprehensive shared public information system that would be used by law enforcement, fire, jail, dispatch and emergency preparedness. The JLEC and the Anoka County Board support a legislative change to allow the use of the specific bonding authority provided in Minnesota State Statute to fund the county-wide system. This bonding measure was previously used by Anoka County to purchase the 800MHz radio system.

Representatives of the Joint Law Enforcement Council will be at tonight's meeting to give a presentation seeking the support of Anoka County cities for the legislative change to allow for transparency in the property tax statements regarding the funding of this project and to update the public safety records systems. A resolution is attached to this case which, if adopted by Council, will support the comprehensive shared public information system and legislative change to allow specific bonding authority for the project.

Recommendation:

Staff recommends Council adopt the attached resolution.

Funding Source:

No new funding is being sought from the cities for this project. Answers to questions regarding funding can be found in the Anoka County Public Safety Data System attachment.

Council Action:

Motion to adopt Resolution #11-03-XXX showing support of a comprehensive shared public safety information system and legislative change to allow specific bonding authority for the project.

Attachments

JLEC Resolution

Anoka County Public Safety Data System

Form Review

Inbox	Reviewed By	Date
Jim Way	Jim Way	03/14/2011 03:22 PM
Kurt Ulrich	Kurt Ulrich	03/16/2011 11:23 AM
Jim Way	Jim Way	03/16/2011 11:25 AM
Kurt Ulrich	Kurt Ulrich	03/16/2011 11:29 AM
Form Started By: Jo Thieling		Started On: 03/14/2011 01:29 PM
Final Approval Date: 03/16/2011		

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #11-03-XXX

RESOLUTION SUPPORTING THE JLEC AND THE ANOKA COUNTY BOARD IN THE DESIRE TO IMPLEMENT A COMPREHENSIVE SHARED PUBLIC INFORMATION SYSTEM IN ANOKA COUNTY

WHEREAS, the Anoka County Joint Law Enforcement Council (JLEC) was formed to benefit the public safety of the citizens of Anoka County; and

WHEREAS, the JLEC has nearly four decades of experience successfully creating and managing shared services for its member communities; and

WHEREAS, the City of Ramsey has actively participated in the JLEC through the participation of our chief law enforcement officer and our elected officials; and

WHEREAS, the safety of the public and police and fire personnel will be enhanced by improvements in the speed and accuracy of shared public safety information systems; and

WHEREAS, the public safety databases are aging and outdated, do not support effective data sharing, and do not support data archiving and crime analysis activities; and

WHEREAS, significant public safety staff resources may be redirected from redundant data entry to more effective public safety efforts; and

WHEREAS, both residents of and public safety agencies in Anoka County have benefitted from improved public safety, increased effectiveness, and resource conservation due to the resulting economies of scale provided by shared and consolidated services; and

WHEREAS, the JLEC desires to implement a comprehensive shared public safety information system in Anoka County whereby law enforcement, fire, jail, dispatch, and emergency preparedness data may be maintained and shared; and

WHEREAS, the JLEC and the Anoka County Board support a legislative change to allow the use of the specific bonding authority provided in Minnesota Statute 383E to fund countywide public safety projects.

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 of the City of Ramsey does, with this action, support and endorse a countywide integrated public safety information system.

- 2) That the City Council does hereby support the expansion of the public safety bonding authority provided by MSS 383E to countywide public safety projects as provided for in HF 429 and SF 275.

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:

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 22nd day of March 2011.

Mayor Bob Ramsey
City of Ramsey

ATTEST:

City Clerk Jo Ann M. Thieling
City of Ramsey

Anoka County Public Safety Data System

Who is involved in this project?

The Anoka County Joint Law Enforcement Council (JLEC) is a joint powers entity comprised of all chief law enforcement officers, the sheriff, county attorney, a fire chief, together with county commissioners and city council members. The JLEC has a successful 40-year track record of fostering and managing shared criminal justice programs and consolidated services including major crimes investigation, a consolidated police records system for all 11 law enforcement agencies, and a county-wide dispatch center. For this project, we are working together with the Anoka County Fire Protection Council as well.



What is the project?



The JLEC is seeking to update the public safety records and information systems. To fund this project, we are seeking to revise the bonding authority granted to the Anoka County Board for the implementation of 800 mhz radio communications in 2002 so that the same mechanism can fund future countywide public safety initiatives.

The project currently in development would replace or upgrade several dated critical public safety records and information service applications in the communications/dispatch center, the police records system, fire service dispatch and records systems, and jail records. The vision for the future of Anoka County's public safety information systems is one of further consolidation and complete integration providing for seamless collection, dissemination, archiving, and analysis of public safety data. We want the right people to have the right data at the right time.

The JLEC and the Fire Prevention Council will be seeking other funding sources for this project including grants, but we anticipate that bonding will be necessary. The JLEC has proposed legislation, with County Board approval, to revise Minn. Stat. §383E.21 which permitted the tax for the public safety levy for 800 mhz radio to appear on a separate line item on property tax statements. This allows our citizens to know exactly where those tax dollars are being spent.

Why is the JLEC proposing this project?



Currently, public safety information systems in Anoka County are fragmented with different systems being utilized by different disciplines. Call records in the 911 center are not integrated with either police or fire records, requiring either cumbersome "work-arounds" or manual re-keying of already entered data. The countywide law enforcement records system is at the end of its lifespan and does not provide records management for fire or emergency management. Anoka County's jail records require officers to handwrite data already entered into the police records system so that it may be re-keyed into the jail records system. Each time data is transferred from one system to the next, time is wasted and errors may be introduced. Additionally, because of errors in our records across these multiple systems, Anoka County had the highest rate of suspense files in the metro area in 2010, with 14% of our criminal records not being recorded properly due to data errors. Metro counties with better integration of their systems have rates around 5%. We are concerned that we do not have accurate criminal history data as a result.

How will new systems be selected?

To begin the process of selecting a new system, the first phase of the project will be an extensive needs analysis of law enforcement, fire, dispatch, jail and emergency management. This needs assessment will focus not only on what information needs to be stored by each of the individual system but also on how the systems need to communicate with each other and with external sources. We will be seeking to identify the areas in which we can become more efficient and effective in serving the public without increasing staff. The outcomes of the first phase of the project will be a comprehensive needs analysis, a projected cost and timeline for the project, and one or more RFP's to seek a vendor or vendors which can meet the needs identified in the needs analysis.

When will the new systems be implemented?

Currently, we only have a time estimate of the first phase of the project. We anticipate approximately six months for completing the needs analysis as well as developing the RFP and the RFP selection process. At the beginning of the second phase of the project, we will develop and agree upon timelines prior to contracting with any vendors.

How will this project be funded?



The funding for the first phase of the project has already been secured from multiple sources including the JLEC and the Fire Prevention Council. The cost of the second phase of the project is currently estimated between \$3,500,000 and \$5,500,000. A recent project in another metro city that included only law enforcement records system and dispatch cost \$1,800,000. We believe that through collaboration and utilization of a shared system, we can not only serve the public more efficiently and effectively, but we can also realize a significant cost savings through the implementation of a shared system. For the second phase of the project, we will be seeking a variety of funding sources including grants, but ultimately bonding will be required.

As noted above, we are seeking a legislative change to allow for the use of the same funding mechanism used for the 800 mhz project. To this end, members of Anoka County's legislative delegation have introduced SF 275 and HF 429. This will allow the taxpayer to see the cost of the county-wide public safety records and information system on a separate line on their tax statement. These bills enjoy overwhelming bipartisan support from our legislators as well as the Anoka County Board. Presently the bonds for 800 mhz project will be paid off in 2012. Based on the timing of this project, the payment on the bonds would begin in 2013. Therefore, homeowners will still see a significant decrease on this line item in 2013. The exact amount of the decrease is not known at this time because the final cost of the project has not been determined, nor do we know the amount of grant funding that will be available. However, the cost of the 800 mhz project for a \$200,000 home in Anoka County was approximately \$7.00 per year. That project was 10.2 million dollars over ten years. The current project is projected to be about half the cost of the 800 mhz project.

What support to we need from cities?

We are seeking the support of Anoka County cities for 1) the legislative change to allow for transparency in the property tax statements regarding the funding of this project; and 2) the update of the public safety records systems. We are not seeking new funding from the cities for this project.

Questions or Comments?

Don Abbott
Fridley Police Chief/
Committee Chair
abbottd@ci.fridley.mn.us
763-572-3625

Chris Olson
Blaine Police Chief/
Committee Chair
COlson@ci.blaine.mn.us
763-785-6196

Kate McPherson
Assistant County Attorney/
Head of Operations
kate.mcpherson@co.anoka.mn.us
763-323-5592

Jerry Streich
Centennial Fire Chief/
JLEC Member
jerry.streich@centennialfire.org
651 792 7901

Date: 03/22/2011

By: Colleen Lasher
Administrative Services

Information

Title:

Consider a Resolution to Appoint a Member to the Economic Development Authority or to Continue the Current Recruitment.

Background:

In November 2010, staff began the annual recruitment and selection process to fill seats on the city's boards and commissions.

The recruitment was posted "open until filled" with a first review date of February 18, 2011.

On March 1, 2011, the City Council conducted board and commission interviews and on March 8, 2011 all appointments to the boards and commissions were made by the City Council with the exception of the EDA appointment due to a lack of consensus.

If the City Council wishes to expand the EDA recruitment, staff would simply add a second review date and continue the current application period.

Notification:

None required.

Recommendation:

At this time staff recommends that the City Council either:

1. Make an appointment to the EDA from the group previously interviewed on March 1, 2011, to a term ending March 31, 2017, this includes Ms. Terri Kempenich, Mr. Robert Koch and Mr. Chris Riley. Please note, Mr. Ryan Bakke has withdrawn from the process, or to
2. Direct staff to continue the current recruitment specific to the EDA.

If option #2 is desired, and the City Council approves, the following steps will be taken:

- A) Applications will be accepted until the second review date of April 5, 2011
- B) All applications for the EDA received by April 5, 2011 will be provided to the City Council for confidential review
- C) New applicants will be invited to interview with the City Council on April 12, 2011
- D) A member will be appointed to the EDA on April 26, 2011 to begin serving in May 2011 and ending March 31, 2017.

Funding Source:

Funding for Board and commission members are paid a stipend of \$25 per meeting. These funds are included in the 2011 General Fund Budget; therefore, there are no additional budgetary implications associated with making the recommended appointments.

Council Action:

Adopt resolution #11-03-XXX to either:

1. Make an appointment to the EDA from the group previously interviewed on March 1, 2011, or
2. Direct staff to continue the current recruitment specific to the EDA as described above.

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Heidi Nelson	Amy Dietl	03/16/2011 03:25 PM
Colleen Lasher (Originator)	Colleen Lasher	03/16/2011 03:41 PM
Heidi Nelson	Amy Dietl	03/16/2011 03:42 PM
Kurt Ulrich	Kurt Ulrich	03/17/2011 12:57 PM
Form Started By: Colleen Lasher		Started On: 03/14/2011
Final Approval Date: 03/17/2011		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #

**Consider a Resolution to Appoint a Member to the Economic
Development Authority or to Continue the Current Recruitment**

WHEREAS, in November 2010, staff began the annual recruitment and selection process to fill seats on the city's boards and commissions, and

WHEREAS, On March 1, 2011, the City Council conducted board and commission interviews, and

WHEREAS, on March 8, 2011 all appointments to the boards and commissions were made by the City Council with the exception of the EDA appointment due to a lack of consensus, and

WHEREAS, on March 22, 2011 the City Council motioned to either: make an appointment to the EDA from the group previously interviewed on March 1, 2011, to a term ending March 31, 2017 or to direct staff to continue the current recruitment specific to the EDA.

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

That the City Council of the City of Ramsey motion to either:

1. Make an appointment to the EDA from the group previously interviewed on March 1, 2011, to a term ending March 31, 2017, or to
2. Direct staff to continue the current recruitment specific to the EDA.

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 22nd day of March 2011.

Date: 03/22/2011

By: Tim Gladhill
Community Development

Information

Title:

Request for Waiver of Paving Requirements to Allow a Class V Parking Surface at 8110 Highway 10 NW; Case of Chad Lundquist

Background:

The City has received a request from Chad Lundquist for waiver to paving requirements to utilize Class V for a parking surface for motor vehicles in the B-2 Highway Business District.

Notification:

No notification is required for this request.

Observations:

City Code requires that parking and maneuvering areas for motor vehicles consist of concrete or bituminous with B6/12 curb and gutter. The purpose is primarily dust control and stormwater management, but the requirement also has an aesthetic component as well. City Code further states that 'other surfaces as approved by City Council' may be considered. It appears that the City has not granted Class V as an acceptable parking surface under current zoning standards in the B-2 Highway Business District, in which the Subject Property lies. The City Council has considered requests in the City's Employment Zoning Districts, as the uses within these districts allow for heavy equipment that can damage asphalt or concrete surfaces.

The Applicant is requesting a 116' by 300' (34,800 square feet [0.80 acres]) area of two (2) inch Class V base. City Code also restricts the import/export of soil to 400 cubic yards, unless approved by an Interim Use Permit (IUP). According to a quote provided to the Applicant by Plaisted Companies, the import will be approximately 204 yards. Assuming that an equal amount will have to be removed to accommodate the new surface, total import/export would be approximately 408 yards. The proposal should be slightly revised to 400 yards or less or obtain an IUP. No additional vehicular accesses or access revisions are being proposed.

City Staff needs clarification from the Applicant on the following:

- * Will material be exported/replaced from the Subject Property?
- * What erosion control measures will be put in place?
- * What impacts to existing drainage patterns will be experienced?

In 2009, the City processed an ordinance violation for off-street parking and inoperable vehicles. At that time, a tenant in the rear of the Subject Property was operating a motor vehicle repair business, resulting in numerous inoperable vehicles parked outside in violation of City Code. The Subject Property was brought into compliance at that time. This current request is needed for additional inventory for motor vehicle sales and repair.

Also in 2009, as part of the Property Owner's request for a Motor Vehicle Sales and Repair License for an additional tenant, the City reviewed a claim of lawful, non-conforming use status. In 2009, the City reclassified motor vehicle sales and repair as a conditional use, rather than a permitted use. The City found that this type of use warranted additional review and opportunity to impose reasonable conditions to protect the health, safety, and welfare of the community, but did not necessitate prohibiting the use all together. The City had been experiencing properties along Highway 10 that could not economically sustain this type of use based on parcel size and availability of off-street parking. Thus, the City was experiencing numerous off-street parking violations in order to accommodate the number of motor vehicles for sale. The City also experienced issues with aesthetics of motor

vehicle repair and inoperable vehicles. The Subject Property had been used in the past as motor vehicle sales and repair and the Property Owner was actively marketing for said use. City Council determined that the request met Minnesota Statute 462.357 related to lawful, non-conforming use *and should continue without expansion* (emphasis added). The City noted that only the area currently paved could be used for off-street parking and represented the area of non-conforming use and the Property Owner agreed that off-street parking would be contained to these areas.

During the recent discussions with the City Council regarding Highway 10 zoning standards, there was considerable discussion regarding use of Class V as a parking surface in rear yard areas, most notably in transitional areas. The Subject Property would not be effected by current transportation planning efforts that would result in acquisition. It is unclear if there is full support to amend the zoning ordinance to allow Class V as a parking surface on a broader spectrum, therefore, City Staff hesitates making any sort of recommendation until that policy decision is clear.

On March 14, City Staff conducted an on-site inspection of the Subject Property. The inspection revealed several non-conformities and City Code violations that need to be addressed. These violations include off-street parking (which could be mitigated with this request) and inoperable vehicles. Photos from this inspection are attached for review. In addition, it appears that there are two (2) tenants of the Subject Property that are operating without proper State and City licenses for motor vehicles. TJ Automotive's Motor Vehicle Licenses (City) expired in 2010. The tenant in the rear of the Subject Property does not have any record of applicable licenses. City Staff processed a City Code violation of the same violations in 2009.

The City Council could view this current request to expand the parking area with Class V as an expansion of the non-conforming use and require the issuance of a Conditional Use Permit. This would allow for the City to attach reasonable conditions to protect the health, safety, and welfare. This could include screening of motor vehicles under repair, provided that the use is not a salvage operation, which is not permitted by City Code. City Council could also require phasing in pavement in this area, consistent with the Applicant's future plans.

Recommendation:

Staff is open to discussion regarding allowing Class V parking and maneuvering surfaces in the rear of properties, consistent with discussion during the Highway 10 inventory in 2010. However, Staff notes that this is a change from past policy. City Council has only approved Class V in the E-1 and E-2 Employment Districts due to heavy equipment which compromise the integrity of pavement, resulting in a negative effect on stormwater management and aesthetics. Furthermore, Staff would recommend additional provisions to mitigate the current issues with inoperable vehicles, such as screening requirements, which could be addressed through the Conditional Use Permit process.

Funding Source:

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

Council Action:

Motion to approve the request for a Class V parking surface as noted on the attached site plan.

-or-

Motion to deny the request and instruct the Applicant to apply for a Conditional Use Permit.

Attachments

Site Location Map

Site Plan

Plaisted Quote

Site Photos

Previous Non-Conforming Request

11/23/09 City Council Minutes

Proposed Findings of Fact

Form Review

Inbox

Kurt Ulrich

Form Started By: Tim Gladhill

Final Approval Date: 03/16/2011

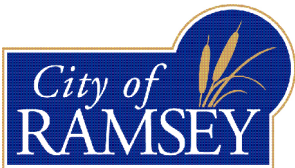
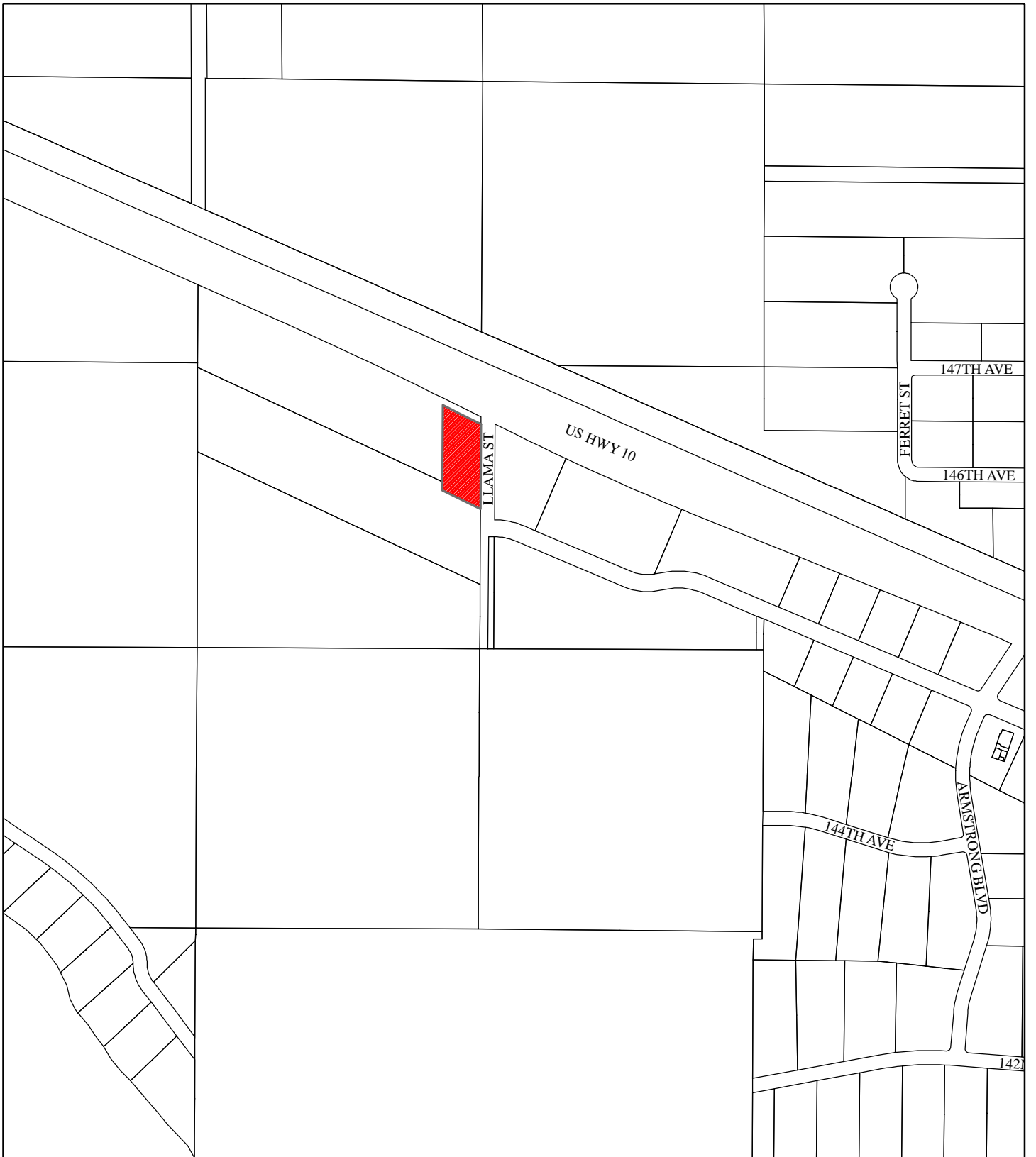
Reviewed By

Kurt Ulrich

Date

03/16/2011 11:23 AM

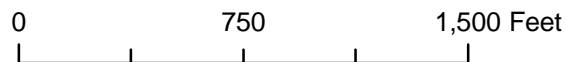
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8110 Highway #10

Legend

-  Site
-  Parcels



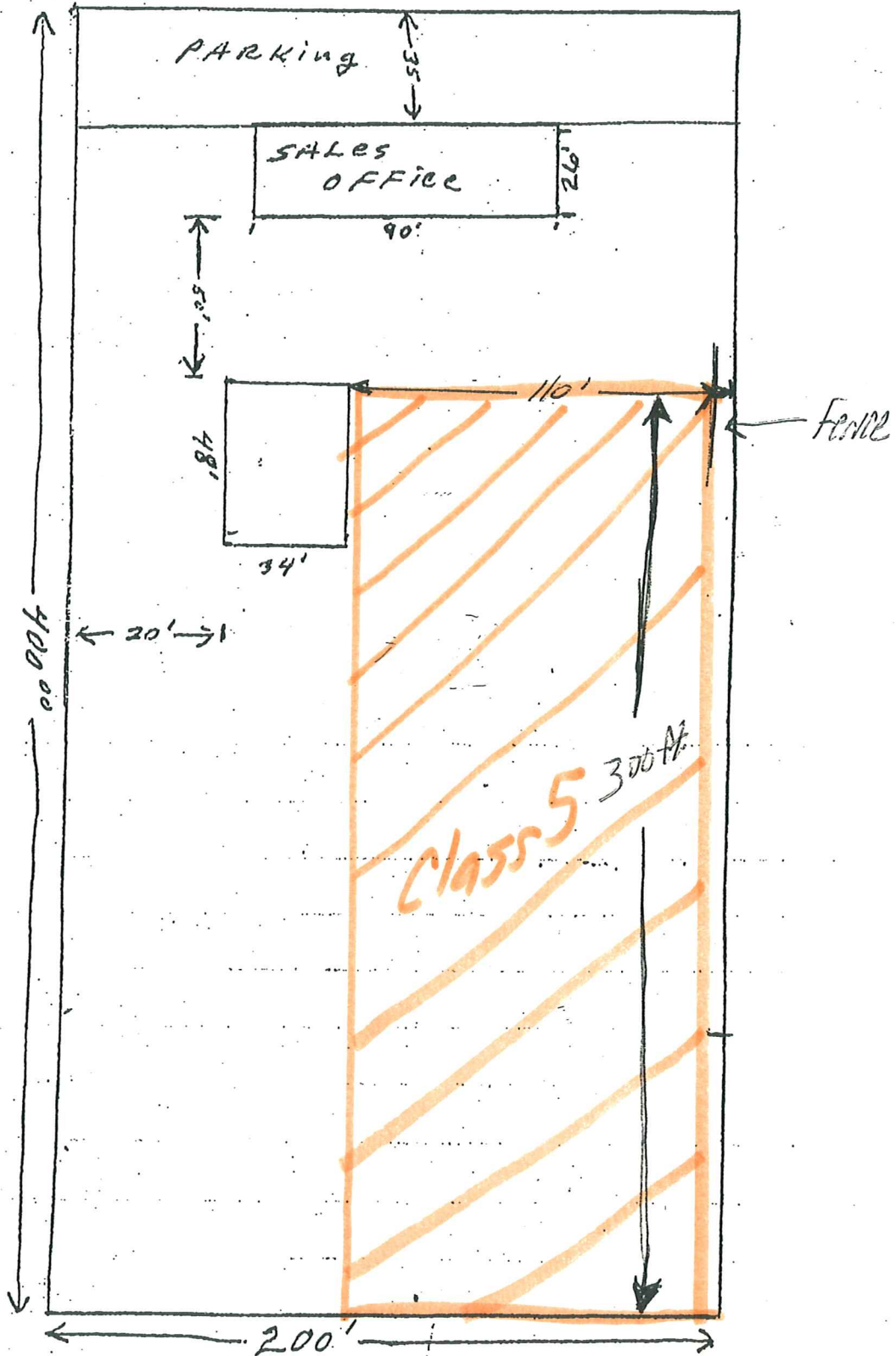
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24

Highway #10

E 3

DITCH



Quotation

Chad Lundquist
Hwy. 10
Ramsey, MN
Office: 612-810-6875
Fax: 763-441-3259

2-24-11

RE: Class 5, 110' x 300' at 2" Depth = 204 Yards, to Ramsey, MN Project.

Dear Chad:

Thank you for allowing me the opportunity to quote you for the following materials.

- Class 5 W/ End Dump: \$7.65 per ton
(Estimated 286 ton)


Pricing includes the material and delivery. SALES TAX NOT INCLUDED.

Keep us in mind on your other projects too. We have a full line of construction materials as well as engineered soils like Rooftop Lightweight mixes, Rain Garden Soil mixes, CU-Structural Soil®, MNDOT 3877 Planting mixes, Compost Blends and Horticultural Blends. We are also a Keystone Retaining Wall and Borgert Paver Distributor. Our Precast division not only makes septic tanks, but we are manufacturing Stone Strong Modular Retaining Wall Big Block in Elk River. These 5,600 pound, 24 square-foot front face block get a wall job done better, faster and is a Big step above the smaller Recon and Ready Rock.

Plaisted Companies, Inc. reserves the right to add a fuel surcharge.

Please call me on my cell phone if you have any questions.

Respectfully submitted,


Bruce Dalchow
Sales
Cell: 763-238-3531
Direct: 763-633-6573



P.O. Box 332 • 11555 205th Avenue NW • Elk River, MN 55330 U.S.A.
www.plaistedcompanies.com
Tel 763.441.1100 or 877.564.8013 • Fax 763.441.7782

PLAISTED QUOTATION















**REQUEST TO CONSIDER EVIDENCE OF INTENT TO CONTINUE USE OF MOTOR
VEHICLE SALES RELATED TO LEGAL, NON-CONFORMING USE CLAIM AT 8110
HIGHWAY 10 NW;
CASE OF CHAD LUNDQUIST AND ERIC LUNDQUIST
By: Tim Gladhill, Associate Planner**

Background:

The City has received an a request from Chad Lundquist and Eric Lundquist to classify motor vehicle sales as a legal, non-conforming use at 8110 Highway 10 NW. Per City Ordinance #09-13, Motor Vehicle Sales and Repair became a conditional use in the B-2 Highway Business District, effective October 19, 2009. Any parcel actively using their parcel as motor vehicle sales or repair became at the time the ordinance became effective was classified as a legal, non-conforming use. The Subject Property was not used as motor vehicle sales when the ordinance became effective, but the Property Owners claim a lease existed on the Subject Property for motor vehicle sales through March 2, 2009. The Subject Property is currently being used for motor vehicle repair, but not sales.

Notification:

No notification is required.

Observations:

On October 23, 2009, the Property Owners contacted the City Clerk to obtain a City Motor Vehicle License to operate a motor vehicle sales use. The City's Planning Division requested evidence of the last date the Subject Property was used as Motor Vehicle Sales to establish legal, non-conforming use, if warranted.

Minnesota Statute § 462.357 governs non-conforming uses (the "Statute"). In addition, City Code §9.03.14 deals with non-conforming structures and uses. It is important to note that local ordinance cannot supersede State Statute for non-conforming uses. The Statute states that legal, non-conforming use can be lost when the use is discontinued for more than a year. Under case law, according to the League of Minnesota Cities Insurance Trust (LMC-IT), a one-year period of discontinuance creates a presumption of abandonment. A property owner can then rebut the presumption by presenting evidence of intent to continue the use, or that the discontinuance was beyond his or her control.

The Property Owner submitted a copy of a lease by and between the Property Owners and Amazon Auto that expired on March 2, 2009 (the "Lease"). City Staff verified with the owner of Amazon Auto that the lease was valid. In the Applicants' request, it is stated that the Subject Property has been used for motor vehicle/recreational vehicle sales for forty plus years. Regardless of the number of years in the past a parcel has been used for a non-conforming use, State Statute is clear in stating that a non-conforming use is terminated if discontinued for more than a year.

City Staff is aware that it appears that the tenant, Amazon Auto, vacated the premises prior to the expiration of the lease. Nonetheless, it appears that the Property Owners' intended to continue the use as motor vehicle sales, as shown in the Lease. This assumption is predicated on City Council accepting the lease as credible evidence of legal, non-conforming use. If the City Council finds that the lease submitted is not credible evidence of intent to continue use, it would then appear that, based on evidence provided to the City by the Applicant, that there is not a claim of legal, non-conforming use.

In Richard J. Haefel, et al., v. The City of Eden Prairie, the Court deals with "intent to abandon". In this case, Haefel provided evidence of intent to continue the non-conforming use in the form of rental listings for lease of the property as the non-conforming use. Based on this evidence, the Court ruled that Haefel did not possess intent to abandon and had provided credible evidence of intent to continue.

The Applicant has also made the request to use Class V as a parking surface should the Subject Property be used for motor vehicle sales. This request will not be heard as part of this request, but will be heard in the near future. City Staff finds that the Property Owners may not park or store any motor vehicle on any surface on the Subject Property that is not concrete or bituminous. In the interim, City Staff finds the Applicants may not use the unimproved (grass) area in the rear of the Subject Property for off-street parking (see attached letter from City of Ramsey dated October 6, 2006).

In summary, City Staff is seeking direction as to whether City Council finds the Applicants intended to continue to use the Subject Property as Motor Vehicle Sales, based on the evidence submitted by the Applicants, attached to this case.

Recommendation:

City Staff recommends directing staff to consider the attached lease as credible evidence of intent to continue the non-conforming use.

Council Action:

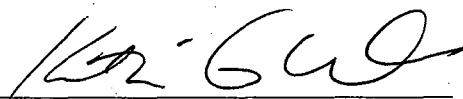
Motion to instruct staff that materials provided related to request of legal, non-conforming use at 8110 Highway 10 NW *do* provide credible evidence of legal, non-conforming use.

-or-

Motion to instruct staff that materials provided related to request of legal, non-conforming use at 8110 Highway 10 NW *do not* provide credible evidence of legal, non-conforming use.

Review Checklist:

City Administrator
Planning Manager



Copies to:

City Attorney

Attachments:

- a) Site location map
- b) Request from Applicant dated October 28, 2009
- c) Request from Applicant dated November 12, 2009
- d) Memo prepared by League of Minnesota Cities-Insurance Trust
- e) Findings from Richard J. Haefele, et al., v. The City of Eden Prairie
- f) Copy of the Lease
- g) Copy of Letter from City of Ramsey dated October 6, 2006 regarding Off-Street Parking

CC: 11.24.2009

materials be totally screened on all four sides. He indicated Mr. Kriens would need to follow the home occupational permit with respect to vehicles. Councilmember Look asked if there were complaints received in the future, could there be a requirement for fencing. Associate Planner Gladhill responded as of now there was not that requirement, but if complaints were received in the future regarding screening, it could come back to Council. Councilmember Elvig stated he does not want to enforce fencing and noted there was a provision to have the area screened. Mayor Ramsey stated because Mr. Kriens had taken responsibility for the illegal dumping and burning, he would be voting to grant this permit. Councilmember Wise stated because Mr. Kriens had not received any neighbor complaints regarding this business, he would be voting in favor of this request. Councilmember Dehen stated he would be voting in favor of this, but he was concerned about outdoor storage and asked the applicant to conceal the outdoor storage as much as possible.

Amended Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Elvig, Look, Dehen, and Wise. Voting No: Councilmember McGlone. Absent: Councilmember Jeffrey.

Case #4: Request to Consider Evidence of Intent to Continue use of Motor Vehicle Sales Related to Legal Non-Conforming Use Claim at 8110 Highway 10 NW; Case of Chad Lundquist and Eric Lundquist

Associate Planner Gladhill reviewed the staff report.

Councilmember Dehen asked how long the lease was in existence.

Eric Lundquist responded it was from March 2008 to March 2009. He stated the lease required a rental of \$700.00 per month. He stated they have had many renters in their location and sometimes they were not paid.

Chad Lundquist stated Amazon Auto decided to take on a second location and he did not want to be pressured into changing his lot from one location to another and that was why Amazon Auto signed a new lease at a lower rate.

Councilmember Dehen stated he has never seen anyone occupy the building.

Chad Lundquist responded there was a person who used that building as storage and repair, but he did not have an active business there.

Eric Lundquist stated he was not sure what that person was doing, but he was paying for storage and they needed the rent.

Councilmember Elvig believed the landowner's intent was to have cars there and whether or not the tenant brought cars there was not their problem, but the City needed evidence of intent to continue.

Motion by Councilmember McGlone, seconded by Councilmember Elvig, to instruct staff that materials provided related to request of legal non-conforming use at 8110 Highway 10 NW do provide credible evidence of legal non-conforming use.

Further discussion: Councilmember Dehen asked for the City Attorney's opinion. City Attorney Goodrich summarized the requirements of abandonment. He believed there was evidence of intent to continue with the signed lease. He reviewed State Statute regarding non-conforming use. Councilmember Wise asked if there would be a problem in March, 2010. Eric Lundquist responded they had two businesses that wanted to come into the premises in December. Councilmember Look asked if the applicants understood that if they got a tenant in with a lease over a year that did not sell cars, they would lose their legal non-conforming use. Eric Lundquist responded he did not believe the building would suit any purpose other than a car lot. He noted the two businesses that wanted to move in are car dealers.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers McGlone, Elvig, Dehen, Look, and Wise. Voting No: None. Absent: Councilmember Jeffrey.

Case #5: Adopt Ordinance Amending Section 3.30 Purchasing Policy of City Code

Finance Officer Lund reviewed the staff report.

Motion by Councilmember Look, seconded by Councilmember Wise, to waive the reading of the Ordinance per City Charter and adopt Ordinance 09-17 Amending Section 330 Purchasing Policy of City Code.

A roll call vote was performed by the Recording Secretary:

Councilmember Dehen	aye
Councilmember McGlone	aye
Councilmember Wise	aye
Councilmember Elvig	aye
Councilmember Jeffrey	absent
Councilmember Look	aye
Mayor Ramsey	aye

Motion carried.

Case #6: Approve Extension of Business Registration Certificate (BRC) to July 1, 2010

City Clerk Jo Thieling reviewed the staff report.

Motion by Councilmember Elvig, seconded by Councilmember Look, to approve extending the expiration of the current Business Registration Certificates to July 1, 2010.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Elvig, Look, Dehen, McGlone, and Wise. Voting No: None. Absent: Councilmember Jeffrey.

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #11-03-___

A RESOLUTION ADOPTING FINDINGS OF FACT #___ RELATING TO A REQUEST FROM CHAD LUNDQUIST FOR A WAIVER FROM CITY CODE PAVING STANDARDS TO UTILIZE A CLASS V PARKING SURFACE ON THE PROPERTY LOCATED AT 8110 HIGHWAY 10 NW.

WHEREAS, the City of Ramsey (the “CITY”) received an application from Chad Lundquist requesting a waiver from City Code paving standards located on the property generally known as 8110 Highway 10 NW and legally described as follows:

Beginning at a point on the east line of the Southeast Quarter of the Northwest Quarter (SE ¼ of NW ¼) of Section Twenty-nine (29), Township Thirty-two (32), Range Twenty-five (25) thirty feet south of the intersection of said line with the northerly boundary of the right of way of U.S. Highway No. 10; thence northwesterly and parallel with said highway and thirty (30) feet southwesterly thereof a distance of two hundred (200) feet, thence southerly and parallel with the east line of the said SE ¼ a distance of four hundred (400) feet; thence southeasterly and parallel with U.S. Highway No. 10 a distance of two hundred (200) feet to the east line of said SE ¼ of NW ¼; thence north along the east line of the SE ¼ of NW ¼ a distance of four hundred (400) feet to point of beginning, Anoka County, Minnesota.

(the "Subject Property")

NOW THEREFORE, BE IT RESOLVED BY THIS CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA that the findings of fact relating to the request are determined to be as follows:

1. That on January 26, 2011, Chad Lundquist, herein referred to as the “APPLICANT”, properly applied for a waiver from paving requirements to allow a Class V parking surface (the “Paving Surface”) on the Subject Property.
2. That the Subject Property is zoned B-2 Highway Business; the surrounding parcels are zoned B-2 Highway Business or R-2 Residential.
3. That the Subject Property is approximately 1.65 acres in size.
4. That the **CITY** finds that the Paving Surface does not meet the requirements of City Code Section 117-115 (13).
5. That the **CITY** finds that the request for additional parking spaces in the Paving Surface represents an expansion of a lawful, non-conforming use, and thus is subject to current zoning standards of City Code Section 117-115 (B-2 Highway Business District) requiring the issuance of a conditional use permit for motor vehicle sales and repair.
6. That the **CITY** finds that motor vehicles under repair on the Subject Property that will utilize the Paving Surface represent a threat to the health and welfare of the community and require additional provisions including, but not limited to, screening of motor vehicles under repair.
7. That the proposed use will/will not adversely impact traffic in the area.
8. That the proposed use will/will not be compatible with the residential neighborhood due to density and lot size of the surrounding lots.

9. That the proposed use will/will not be unduly dangerous or otherwise detrimental to persons residing or working in the vicinity of the use or to the public welfare.
10. That the proposed use will/will not substantially adversely impair the use, enjoyment, or market value of neighboring properties.
11. That the proposed use will/will be hazardous or disturbing to existing or future neighboring uses.
12. That the proposed use will/will not be served adequately by public facilities and services such as highways and streets.
13. That the proposed use will/will not create excessive additional requirements at public cost for public facilities and services, and it will/will not be detrimental to the economic welfare of the community.
14. That the proposed use will/will not involve activities and uses that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors.

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 on this the 22nd day of March, 2011.

Mayor

ATTEST:

City Clerk

Date: 03/22/2011

By: Tim Gladhill
Community Development

Information

Title:

Introduce Ordinance to Amend Section 117-90 "Map" of Chapter 117 of the Ramsey City Code Related to the 2030 Comprehensive Plan; Case of the City of Ramsey

Background:

Every ten (10) years, municipalities within the Metropolitan Council's jurisdiction are required to adopt an updated Comprehensive Plan per Minnesota Statute 473, which includes a Future Land Use (FLU) Map. The City recently completed this round of updates and officially instituted a revised FLU Map. Within nine (9) months, the City must now update its official controls, including zoning code text amendments and amendments to the Official Zoning Map to be consistent with the Future Land Use Map.

Notification:

The Public Hearing was properly notified in the Anoka County Union. Although mailing notices are not required if the amendment involves more than five (5) acres, City Staff attempted to notify affected parcels of the Public Hearing via Standard US Mail.

Observations:

The City is processing these amendments in phases. This first phase includes amendments that do not include revised or new zoning districts be established. The second phase is anticipated to consist of the current Central Rural Reserve District as a follow up to the Central Rural Reserve Study. The final phase is anticipated to include those areas which require new or revised zoning districts. These districts include an 'Office Park' and 'Park' zoning district, which are currently not established in the zoning code at this time.

City Staff initially received feedback regarding the proposed change from B-2 Highway Business to R-2 Residential (PID: 283225340002). The idea behind re-zoning this parcel to R-2 Residential was to allow a religious institution as a conditional use (something not permitted under the B-2 Highway Business District), as well as providing for additional residential units to support the commercial area. Participants of the Future Land Use Map creation reviewed the amount of vacant area already guided for commercial use and attempted to provide for a comprehensive land use analysis that addressed some market reality. After discussion with the Property Owner, the Planning Commission recommended that this zoning amendment be removed from this first phase for future consideration. The City will need to consider the City's system statement and ensure that adequate areas are guided for anticipated residential uses as well as the market reality of the amount of areas guided for commercial use. If it is the City's desire to allow this parcel to remain B-2 Business, the property owner should submit an application for Comprehensive Plan Amendment to be reviewed. In addition, a property owner affected by a proposing zoning amendment from R-1 Residential (Rural Preserve) to B-1 General Business expressed concern over tax implications. The Planning Commission also recommended removing this amendment from this first phase for future consideration. These two areas have been removed from the map and are not part of tonight's proposal at this time.

There were numerous questions regarding tax implications of these proposed amendments. Staff contacted the Anoka County Assessor for general feedback, which is attached for the City Council's review.

Recommendation:

The Planning Commission held a Public Hearing on March 3, 2011, and recommended approval of the ordinance with removal of the area shown as R-2 Residential south of Highway 10 and the area shown as B-2 General Business at the intersection of Nowthen Boulevard and Green Valley Road. These recommendations are reflected in the revised zoning map for consideration this evening.

Funding Source:

All costs associated with the amendment are being handled as regular staff duties.

Council Action:

Motion to introduce the ordinance to amend section 117-90 "Map" of Chapter 117 of the Ramsey City Code related to the 2030 Comprehensive Plan.

Attachments

[Proposed Zoning Map](#)

[Proposed Changes](#)

[Anoka County Assessment Procecss](#)

[Assessment FAQs](#)

[Proposed Ordinance](#)

Form Review

Inbox

Aaron Backman

Kurt Ulrich

Form Started By: Tim Gladhill

Final Approval Date: 03/17/2011

Reviewed By

Aaron Backman

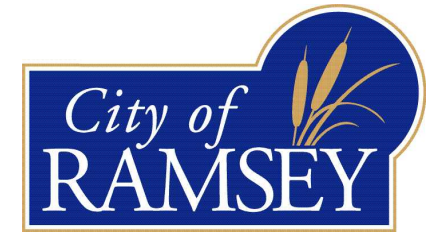
Kurt Ulrich

Date

03/17/2011 01:38 PM

03/17/2011 02:10 PM

Started On: 03/07/2011 01:58 PM

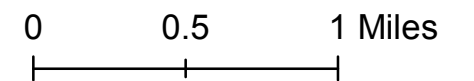


Official Zoning Map Proposed

Legend

- 2030 MUSA
- R-1 Residential (MUSA)
- R-1 Residential (Central Rural Reserve)
- R-1 Residential (Rural Developing)
- R-2
- R-3
- B-1
- B-2
- H-1
- E-1
- E-2
- MU-PUD
- Public/Quasi-Public
- PUD
- Town Center (See Master Plan for Sub-Districts)

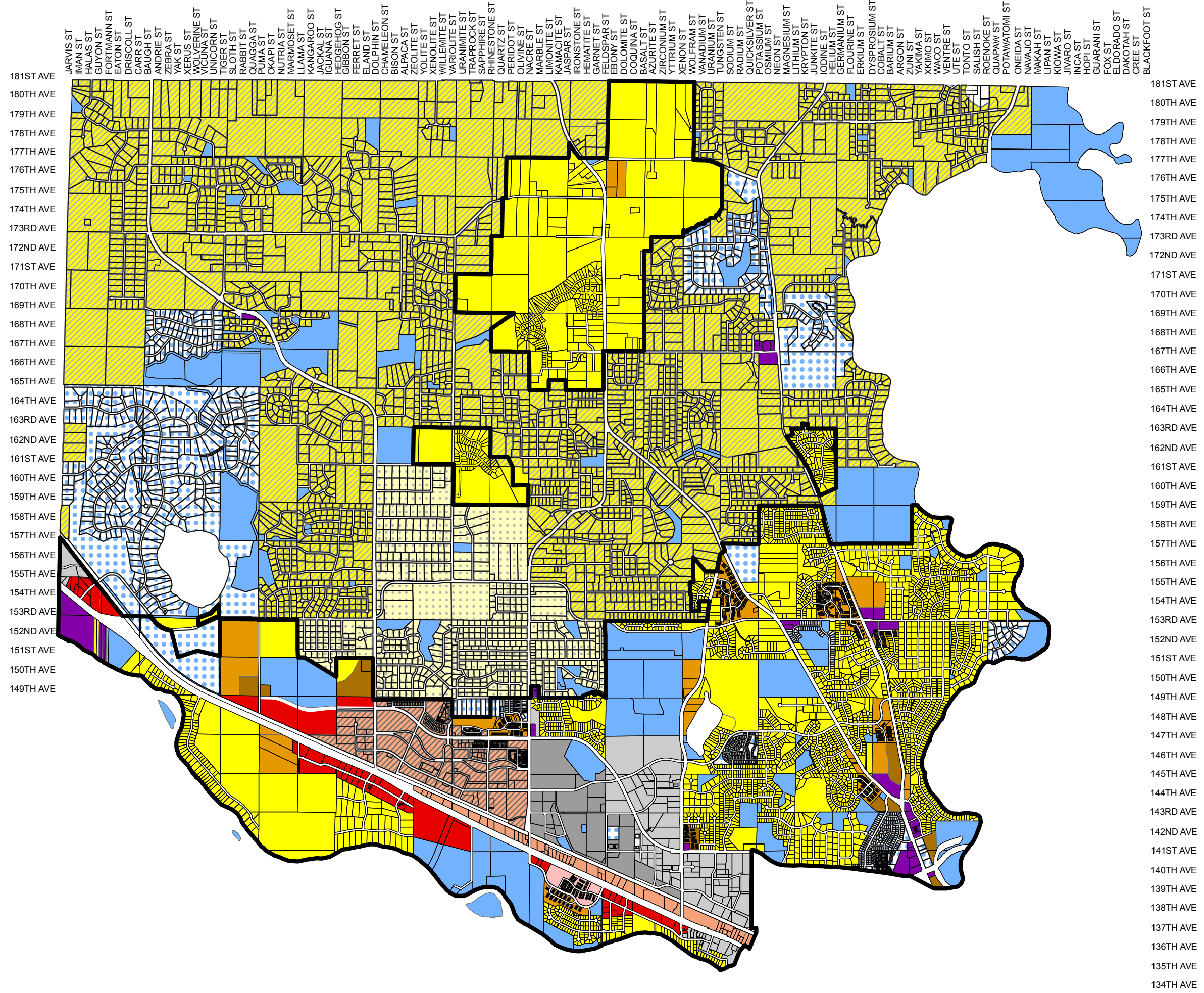
Update: March 2011



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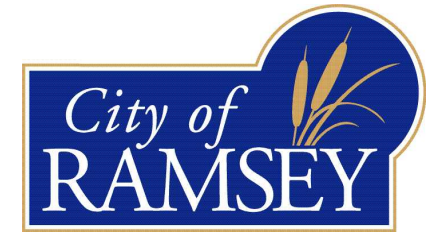
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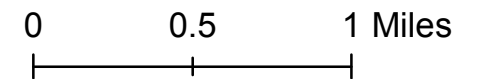


Official Zoning Map Proposed Changes

Legend

-  R2
-  R-1 Residential (MUSA)
-  R-1 Residential (Rural Developing)

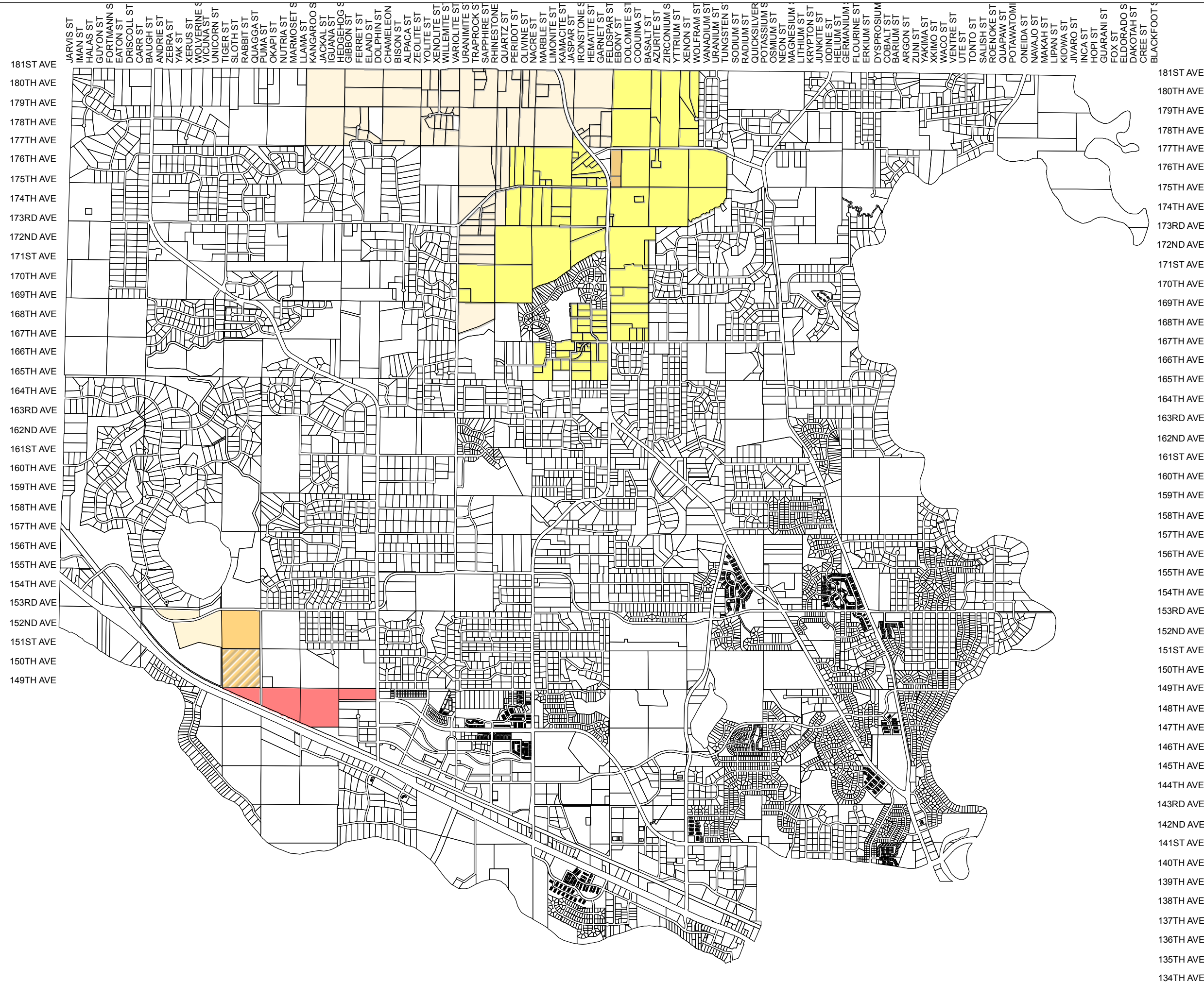
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Understanding Your Assessment and Tax Calculation

The Process

In Minnesota it is the duty of the Assessor to value and classify property. This is done annually as of the assessment date of January 2nd. Each year's assessment is based on arms-length transactions (sales that meet the criteria of an open market transaction, see market value definition below) that occurred the previous October thru September. And once the assessment is complete the local taxing jurisdictions begin their budgeting process for the following year by using the total assessment to determine their tax base and develop their tax rates. All aspects of the assessment, including but not limited to the assessment date, the sales period for each assessment and property tax classification are dictated by state statute and under the oversight of the Minnesota Department of Revenue.

Mass Appraisal

Property values for Minnesota real estate tax purposes are determined by mass appraisal. Mass appraisal is the practice of determining individual values based on statistical analysis of a group of sales for a large area. The values are determined as of a specific date and are based on arms-length transactions that occurred during a specified sales period.

Market Value

As in private appraisal, Market Value is defined as:

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by any undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

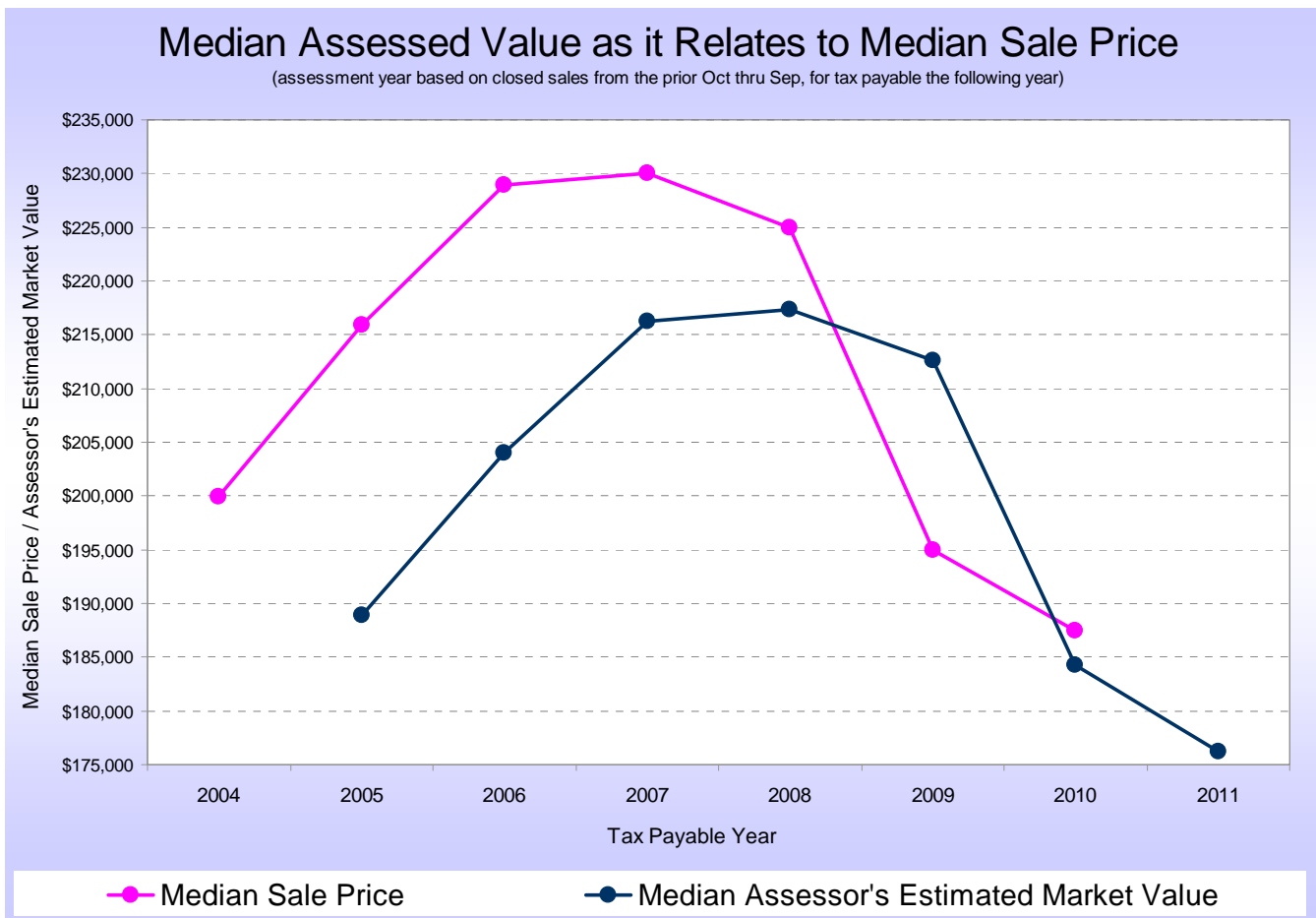
- *buyer and seller are typically motivated;*
- *both parties are well informed or well advised, and acting in what they consider their own best interests;*
- *a reasonable time is allowed for exposure in the open market;*
- *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;*
- *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale (a foreclosure sale or a short sale [a sale to avoid foreclosure] is not considered an arms-length transaction).*



Understanding Your Assessment and Tax Calculation

Assessment vs. the Current Market

We know that due to the time frames in which we work, it sometimes seems as though the assessor's estimated market value does not represent the market. Your property's value seems lower than it should be during times of inflation and higher than it should be in times of deflation. The following chart illustrates the relationship between assessed values and actual sale prices and how the assessor's market values have been following the changes in the open market.



As shown in the graph, there is a point in time where the relationship between the assessor's values and the sales prices intersect. It is at that point in time that the market took a large downward turn. The following year, in response to that market condition, the assessor's values were reduced to reflect that trend.



Understanding Your Assessment and Tax Calculation

Re-Value

As part of this mass appraisal process, all properties are re-valued annually based on the information on record. Properties are physically inspected and property records reviewed once every 5 years (as required by Minnesota statute). This is an ongoing process. Each year, 20% of a city is inspected so that in a cycle of five years all properties have been inspected at least once. Properties are also inspected when there is a building permit issued or at the request of the property owner, in addition to review every five years. The sale of a property does not initiate a reassessment.

As stated earlier, Minnesota state law governs the assessment date, which is January 2nd of each year, as well as the sales periods associated with each assessment date.

Assessment Timeline

As required by Minnesota statute, the 2009 assessment was based on transactions that closed between October 1, 2007 and September 30, 2008. The 2009 assessment will be used for tax calculations this year (2010). Property owners were notified of their 2009 value on their **Notice of Valuation and Classification**. The notices were mailed out in March of 2009 in the same envelope as the 2009 tax statement. The appeals process took place at the municipal level during the month of April and at the county level in June. At this point, if a property owner wishes to appeal their 2009 assessment (for taxes payable 2010) their only option is to file a tax court petition. This must be done no later than April 1, 2010.

The **2010** assessment has just been completed with **Notices of Valuation and Classification** being mailed the week of March 22nd. This is the assessment that will be used for tax calculations for taxes payable in **2011**. The sales period associated with this assessment is October 1, 2008 thru September 30, 2009. As with past assessments, the local appeals process will begin in April and finish up in June. The options and requirements to appeal this assessment are listed on the back of the **Notice of Valuation and Classification**. If you have an issue with your 2010 assessment the first thing you should do is contact your local assessor. Their phone number is listed on your notice.

Sales that occurred after October 1, 2009 were not used in determining the 2010 assessment. In keeping with the statutory sales period, those sales will be in the group of sales used to determine valuations for the 2011 assessment, for taxes payable in 2012.



Understanding Your Assessment and Tax Calculation

So in review, by the time you are paying your 1st half real estate tax on May 15th, the sales that were used to determine the estimated market value on which those taxes are based occurred somewhere between 19 and 31 months earlier. The following chart may be helpful in following the timeline of your assessment.

SALES PERIOD	ASSESSMENT DATE	TAX YEAR
October 1, 2007 to September 30, 2008	January 2, 2009	2010
October 1, 2008 to September 30, 2009	January 2, 2010	2011
October 1, 2009 to September 30, 2010	January 2, 2011	2012

Property Value and Property Taxes

It's important to note that the assessment is complete before the budgeting process begins. Assessors do not adjust values in order to increase revenue. There is little correlation between changes in assessments due to market changes and how the resulting real estate tax changes. When we adjust assessments due to those fluctuations in the market, all properties are adjusted. The only time an adjustment in an assessor's estimated market value will have an impact on the increase or decrease in tax is if the change in value is due to value added for new construction or value removed due to demolition/destruction of an improvement. How your tax amount changes from year to year is influenced more by statutory changes to the tax structure and revenues needed by your local taxing authorities (including school districts). If we were to reduce all values by 50%, the resulting tax would not go down by 50%, the tax rates would be increased to generate the same tax revenue.



Understanding Your Assessment and Tax Calculation

The following example illustrates that basic concept.

2009 Assessment Tax Payable 2010		2010 Assessment Tax Payable 2011		Overall Change In EMV
Property Number	EMV	Property	EMV	
#1	\$375,000	#1	\$187,500	-\$187,500
#2	\$120,000	#2	\$60,000	-\$60,000
#3	\$150,000	#3	\$75,000	-\$75,000
#4	\$400,000	#4	\$200,000	-\$200,000
#5	\$250,000	#5	\$125,000	-\$125,000
Total Tax Base		Total Tax Base		-\$647,500

The values are reduced which decreases the overall tax base.

2010 Tax Rate Calculation		2011 Tax Rate Calculation	
Revenue Needed	\$10,000	Revenue Needed	\$10,000
Divided by Total Tax B	\$1,295,000	Divided by Total Tax B	\$647,500
Equals Tax Rate	0.0077	Equals Tax Rate	0.0154

When the Tax Base decreases, the Tax Rate is adjusted upward to produce the same amount of revenue.

Resulting 2010 Tax Calculations		Resulting 2011 Tax Calculations		Overall Change In Tax Amount
Property Number	2010 Tax Amount	Property	2011 Tax Amount	
#1	\$2,896	#1	\$2,896	\$0
#2	\$927	#2	\$927	\$0
#3	\$1,158	#3	\$1,158	\$0
#4	\$3,089	#4	\$3,089	\$0
#5	\$1,931	#5	\$1,931	\$0
Total Tax Generated		Total Tax Generated		\$0

The Tax Amounts Remain the Same

Keeping Assessment Fair

Adhering to the same timeframes and working within the parameters of the law will ensure that everyone is being treated fairly. If assessors were to choose to work outside of those timeframes the end result would be inequity between taxing jurisdictions. For an Anoka County example, if the assessor were to decide that the sales period for Blaine was going to be January 1, 2008 to December 31, 2008 instead of October 1, 2007 to September 30, 2008 like the rest of the county, and given the volatility in today's market, the Blaine assessments would be measurably lower than the rest of the county for the 2009 assessment. That in turn would not reduce the amount of county revenue generated by real estate tax, it would result in a shift in that tax burden from Blaine properties to all of the other properties in the county. While Blaine property owners would enjoy a lower tax amount, the rest of the county property owners would unfairly be paying a disproportionately higher tax amount. So, while it may seem arbitrary to have a set period to measure an assessment, it does create an environment whereby the assessments are uniform and fair.

FAQs - Understanding Your Property Assessment

In Minnesota, property taxes provide most of the funding for local government services. The County of Anoka collects the taxes and distributes the money among the County, cities, townships, school district and special districts such as the Metropolitan Council, Metropolitan Transit and the Metropolitan Mosquito Control District.

Each property's share of taxes is determined according to its value, use, and the property tax levies. Assessors are responsible for estimating property values and setting classification for tax purposes.

Q1. What does the assessor do?

Estimates value

The law specifically requires that assessors view each parcel of real estate to appraise its market value. Property values change continuously with changing economic conditions. In addition to market changes, numerous physical changes affect the value of land and buildings. All factors are considered in estimating the value of property. This requires physical inspection of all property subject to assessment.

Classifies property

The assessor also determines the classification or use of each parcel. For instance, property may be residential homestead (owner-occupied), residential non-homestead, agricultural, or commercial. Each classification is taxed at a different percentage of market value. These percentages are set by the State Legislature.

Q2. Who are the county appraisers and what are their credentials?

Appraisers employed by Anoka County Assessment Services are professionals, with stringent training and experience requirements set by the State Board of Assessors. The State Board of Assessors governs and administers licensure of appraisers.

Q3. What is "market value"?

Minnesota Statute 272.03 defines "market value" as "the usual selling price at the time of assessment". It is "the price that could be obtained at a private sale or an auction sale, if the assessor determines that the price from an auction sale represents an arms-length transaction. The price obtained at a forced sale shall not be considered" ([view the statute on the State of Minnesota Web site](#)).

In other words . . .Market Value = the price that would prevail under competitive, open market conditions.

Q4. How does the assessor determine market value?

State law requires that the value and classification of real estate be established as of January 2 each year. The Assessor's Office works throughout the year to estimate the market value of each property for the following January 2.

Views property

Minnesota Statute 273.08 requires that the Assessor is responsible to review every parcel under his/her jurisdiction at least once every five years to make sure that the information used to establish market values is accurate and up to date ([view the statute on the State of Minnesota Web site](#)). The appraisal interval may be shorter due to review appraisals requested by the homeowner, ongoing new construction, or if the appraiser feels there may be an error in the property information for a particular property. All new construction, alterations or improvements will be viewed in the current year.

Gathers information

The appraiser gathers information on all characteristics of the property that affect market value, such as size, age, quality, basement finish and extra features, such as fireplaces, extra baths, walkouts, etc.

Estimates value

The property characteristics are entered into a computerized system. The computer aids the assessor in estimating the property value. Information from actual sales is used to update your market value. The market value estimated by the assessor should be at, or very close to, the amount the property would sell for if placed on the open market. The State Board of Equalization requires the overall level of assessment to be between 90% and 105% of market value.

Analyze Sales

Each year the assessor analyzes actual sales of property in each community. Preceding the January 2nd assessment date, sales in a 12 month time period (October 1st to September 30th) are reviewed to determine what properties have sold for on the open market. These sales are used as a guide to help determine "what similar properties would likely sell for" if they were placed on the market.

Notification

A Value Notice is mailed around mid March each year to each property owner. The assessment on January 2 forms the basis for the following year's tax. That is,

the value and classification on January 2, of the current year is used to calculate the next year's taxes.

Q5. Why has my value gone up or gone down?

Property values are based on market values that fluctuate with general market conditions such as recent sale prices, supply and demand, demographic changes, and changes in tax laws. By Minnesota State law as property values change in the market place those changes must be reflected in the assessor's estimated market values.

Q6. Does the estimated market value increase or decrease at the same rate on all properties?

No, it does not. There are differences between individual properties and between neighborhoods. In one area the sales may indicate a large increase in value in a given year. In another neighborhood there may be very little or no change in value. Different types of property within the same neighborhood may show different value changes. There are numerous factors to be considered in each property, which will cause value changes to differ. Some of the factors that can affect value are location, condition, size, quality, number of baths, basement finish, garages, and many others.

Q7. Can my estimated market value change even if the assessor has not been inside my property?

Yes. The assessor keeps records on the physical characteristics of each property in the County. Even though the assessor may have been unable to go through your property, the estimated market value will still be reviewed based on existing records and sales of similar property.

Q8. What if I don't let the appraiser inspect my home?

The appraiser will then be forced to make an arbitrary appraisal of the property. This will include assuming that the interior is as appealing as possible or is typical for that type of property (i.e. recently remodeled, finished basement, added bath, etc.). Appraisers want to view as many properties as possible in order to have the best possible information on all property since the quality of the assessment is a measure of the quality of their work. Not allowing an interior inspection will result in the loss of the right to appeal your market value at the Board of Appeal and Equalization (see Q11) MS 274.01 sub 1 ([view the statute on the State of Minnesota Web site](#)).

Q9. What will happen to my estimated market value if I improve my property?

Generally speaking, improvements that increase the market value of a property will increase the assessor's estimated market value. The following are typical improvements that will increase the estimated market value of your property:

- Added rooms or garages
- Substantial modernization of kitchens or baths
- Central air conditioning
- Fireplaces
- Extensive remodeling

Q10. Will my estimated market value go up if I repair my property?

Good maintenance will help retain the market value of your property. Generally, your estimated market value will not be increased for individual minor repairs such as those that follow. However, a combination of several of these items could result in an increase in your estimated market value.

- Replacing water heater
- Repairing or replacing roof
- Repairing porches or steps
- Repairing original siding
- Painting/decorating
- Replacing plumbing or electrical fixtures

Q11. What can I do if I think the estimated market value is too high?

You have the right to appeal the estimated market value (see Q8). The methods of appeal are detailed on the back page of the “Notice of Valuation and Classification” statement. ([Go to the back page of a sample Notice of Valuation and Classification statement](#))

ORDINANCE #11-___
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

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

AN ORDINANCE AMENDING SECTION 117-90 "MAP" OF CHAPTER 117 OF THE CITY CODE OF RAMSEY, MINNESOTA.

SECTION 1. AMENDMENT

The following legally described properties or portions thereof, herein attached as Exhibit A, are hereby rezoned from R-1 Residential (Rural Preserve) to R-1 Residential (MUSA).

The following legally described properties or portions thereof, herein attached as Exhibit B, are hereby rezoned from R-1 Residential (Rural Developing) to R-1 Residential (MUSA).

The following legally described properties or portions thereof, herein attached as Exhibit C, are hereby rezoned from R-1 Residential (Rural Preserve) to R-1 Residential (Rural Developing).

The following legally described properties or portions thereof, herein attached as Exhibit D, are hereby rezoned from R-1 Residential (Developing) to R-2 Residential.

The following legally described properties or portions thereof, herein attached as Exhibit E, are hereby rezoned from R-2 Residential, R-3 Residential, and TC-2 to R-2 Residential, R-3 Residential, and B-2 Highway Business.

(the "Subject Property")

SECTION 2. MAP

The City is hereby instructed to cause this amendment to be shown on the "City of Ramsey Zoning Map", which map was adopted pursuant to Section 117-90 of the Ramsey City Code.

SECTION 3. 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 Administrator

Introduction date:

Posting dates:

Adoption date:

Publication date:

Effective date:

Exhibit A
R-1 Residential (Rural Preserve) to R-1 Residential (MUSA)

033225310004
103225210002
093225110001
033225330003
033225340002
033225120001
093225130001
093225130002
043225410005
093225140001
043225440010
033225330005
043225440006
043225410004
043225410001
033225310001
033225130001
103225210003
033225310006
103225220001
033225310005
033225140001
033225110002
023225220030
033225330002
033225240006
033225310003
033225340001
033225330001
033225330004
033225320008
033225320003
033225320004
033225320009
033225310007
033225310009
033225310008
033225110003
033225110004
033225140002
023225230023

Exhibit B
R-1 Residential (Rural Developing) to R-1 Residential (MUSA)

103225340001	103225330011
103225130003	033225430001
103225120007	103225120009
103225340012	103225310005
103225340007	103225310013
103225310015	103225420005
033225420002	103225340017
033225430003	033225430002
103225420009	023225320003
103225340003	
103225310006	
103225420007	
103225310007	
103225130005	
103225310002	
023225330007	
103225330009	
103225340010	
033225430004	
033225440001	
103225330002	
103225340011	
103225340008	
033225410002	
103225310004	
103225310011	
103225420006	
103225340009	
103225340014	
103225340016	
103225330010	
103225130004	
103225420010	
103225310008	
103225310014	
103225420004	
033225410003	
103225310003	
103225330001	
103225340004	
103225330008	
103225420008	
103225310009	
103225330012	
103225310012	
103225340013	
103225340015	

Exhibit C
R-1 Residential (Rural Preserve) to R-1 Residential (Rural Developing)

043225110006	043225430004
043225110004	033225220006
043225110003	033225240013
043225240009	043225420003
043225240007	093225120005
043225240001	033225220003
043225120005	043225430005
053225140006	043225440009
053225140001	043225430009
033225240002	043225220002
053225120001	043225210007
043225430007	053225140005
033225210001	093225120006
043225120007	093225120008
043225120008	043225430011
043225240004	053225140003
043225240005	053225140004
043225130001	043225420002
053225110002	043225240011
043225440003	033225230001
093225120012	043225240010
043225140007	043225430006
043225140005	053225110001
043225430008	033225240005
043225110007	043225430010
053225140002	033225220002
043225240002	033225240007
053225130001	043225230004
093225420003	093225120010
043225210005	043225410006
043225410002	043225210006
043225110002	043225240008
033225220001	043225240006
043225240003	043225240012
033225240003	093225120004
043225120006	043225120004
043225210003	043225230003
043225220001	043225110005
043225210004	043225120002
033225240012	
043225140006	
033225240009	
033225240008	

Exhibit D
R-1 Residential (Rural Preserve) to R-2 Residential

033225420002
033225420003
033225420004

Exhibit E
R-2 Residential, R-3 Residential, and TC-2 to R-2 Residential, R-3 Residential, and B-2
Highway Business

293225120001
293225110003
193225420002
203225330001
193225410004
203225320001
293225220004
293225210001

Date: 03/22/2011

By: Tim Gladhill
Community Development

Information

Title:

Introduce Ordinance to Amend City Code Section 117-118 (Town Center) of the Ramsey City Code; Case of City of Ramsey

Background:

The intent of the proposed ordinance is to make a simple amendment to the title of the section to reflect the new name of the former Ramsey Town Center development, now known as The COR. City Staff anticipates forwarding additional recommendations for amendments to the zoning district in terms of bulk standards, uses, and design guidelines in the near future to reflect work done by the City's Housing and Redevelopment Authority (HRA) to present a revised development plan. The current amendment is needed for some housecleaning purposes related to cleaning up existing agreements tied to the development, such as the Parking Use and Maintenance Agreement (PUMA).

Notification:

The Public Hearing was properly notified in the Anoka County Union.

Observations:

The intent of this ordinance is administrative in nature to reflect current naming schemes, processes, and laws. All references to Town Center are renamed The COR. The amendment also reflects the fact that the Architectural Review Board is no longer in existence, thus has not been used in the past several projects, and amends the review process accordingly.

Recommendation:

The Planning Commission held a Public Hearing on March 3rd and recommended approval of the ordinance.

Funding Source:

Amendments to the zoning code are being handled as part of regular staff duties.

Council Action:

Motion to introduce ordinance to amend City Code Section 117-118 (Town Center) of the Ramsey City Code.

Attachments

Proposed Ordinance

Form Review

Inbox

Aaron Backman

Kurt Ulrich

Form Started By: Tim Gladhill

Final Approval Date: 03/17/2011

Reviewed By

Aaron Backman

Kurt Ulrich

Date

03/16/2011 02:33 PM

03/17/2011 12:57 PM

Started On: 03/14/2011 08:26 AM

Sec. 117-118. - ~~Town Center~~The COR District.

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- (a) *Intent.* The primary intent of the ~~Town Center~~COR District is to create a focal point in the community that embodies the principles of transit-oriented and mixed-use development. The ~~Town Center~~COR District envisions a distinctly different development pattern, with a more urban structure of streets and blocks, than the suburban and rural patterns that have shaped the community to date. The ~~Ramsey Town Center~~COR area is comprised of a number of distinct subdistricts intended to define the type and intensity of uses, location of amenities and overall character of development. The ~~Town Center~~COR District incorporates the ~~Ramsey Town Center~~COR Master Plan and Development Guidelines by reference to provide necessary building and site design features that are essential to a pedestrian environment. Any reference to Ramsey Town Center or Town Center shall be interpreted to mean the same as The COR.
- (b) *Town center*~~The COR~~ subdistrict definition. The ~~Town Center~~COR District consists of five subdistricts that define the type and intensity of land use.
- (1) ~~COR-1~~ *Mixed-Use Core Subdistrict.* The 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. The broadest variety and highest intensity of uses, including high density housing and lodging facilities, are encouraged near the station. Vertically-integrated mixed use projects with retail, restaurant and service uses, especially at corner locations, are strongly encouraged. This district incorporates the highest architectural and design standards to encourage pedestrian mobility and street activity. The majority of the uses within this district will rely on parking structures to accommodate the parking needs of customers and employees. In order to contribute to an active pedestrian environment, each block within the ~~TC~~COR-1 subdistrict shall include at least two of the following uses: commercial, office, civic and/or residential use.
 - (2) ~~TC~~COR-2(~~COR-2~~) *Commercial Subdistrict.* The ~~TC~~COR-2 Commercial Subdistrict is designated to provide a location for retail commercial that has building and/or site designs inconsistent with the ~~TC~~COR-1 Subdistrict, including larger scale retail and other auto-oriented commercial uses. Such uses tend to benefit from direct highway access and good visibility, and may have market areas that extend beyond the community. These commercial and auto-oriented uses shall be clustered in compact identifiable areas and not present the look of typical strip suburban development. Buildings shall be designed with a pedestrian orientation and relationship to the primary street that is compatible with the adjacent ~~TC~~COR-1 subdistrict.
 - (3) ~~TC~~COR-3 and ~~TC~~COR-3a *Workplace Subdistrict.* The workplace area is intended to accommodate medical and technology-related office and research uses, as well as other office uses and ancillary retail and service uses designed to support serve employees and office visitors. Uses with high concentrations of employees are most desirable. The ~~TC~~COR-3 subdistrict is further defined by a ~~TC~~COR-3a subdistrict that allows exclusively schools. Due to the unique design and site layout needs of a school, different standards are in place in the ~~TC~~COR-3a subdistrict than other development within the ~~TC~~COR-3 subdistrict.
 - (4) ~~TC~~COR-4 (~~TC~~COR-4a, ~~TC~~COR-4b and ~~TC~~COR-4c) *Neighborhood Subdistrict.* The Neighborhood Subdistrict ~~comprises the northern portion of the Town Center District. The subdistrict~~ is intended to include a full range of housing types, from small-lot single-family detached to high-density senior and general apartments, as well as a limited number of small-scale retail and office uses at appropriate locations (i.e., at corners). Neighborhood design incorporates many traditional single-family neighborhood features such as alleys, carriage houses (secondary units), front porches, and traditional street lighting. Neighborhoods shall be designed with suitable transitions between different housing types, and with well-integrated open space and natural amenities within walking distance of all homes. Traditional neighborhood design of streets, sidewalks and paths provide easy pedestrian mobility throughout the subdistrict. Protection of natural areas and corridors that link the natural environment to everyday life is emphasized in this area. The ~~TC~~COR-4 subdistrict is further defined into three categories according to the residential net density:

- a. The ~~TC~~COR-4a subdistrict is the lowest density area in the ~~TC~~COR-4 District allowing up to ten dwelling units per acre.
- b. The ~~TC~~COR-4b subdistrict is the medium density area in the ~~TC~~COR-4 District allowing up to 15 dwelling units per acre. This area is located along higher volume roadways within the ~~Town Center~~COR and along its perimeter.
- c. The ~~TC~~COR-4c subdistrict shall provide the highest densities in the ~~TC~~COR-4 District requiring a minimum of 15 dwelling units per acre. This area is adjacent to the mixed-use core.

(5) ~~TC~~COR-5 *Park and Open Space Subdistrict*. The Park And Open Space Subdistrict is intended to preserve environmental features, provide amenities and create focal points and community gathering places within easy access of all areas of the ~~Town Center~~COR. A minimum of ten percent of the gross acreage of the ~~Town Center~~COR shall consist of open space that is improved for public use as guided by the master plan and any other subsequent agreements between the city and developer. Areas designated within the ~~TC~~COR-5 subdistrict, however, are restricted from other types of development, with the exception of certain civic uses, as shown in Table 1.

(c) ~~Town Center~~The COR development regulations.

(1) Uses. Table 1 specifies permitted and conditional uses within each subdistrict of the ~~Town Center~~COR District. Any use may be combined within buildings (vertically) or in separate buildings (horizontally), unless otherwise specified.

Table 1: Permitted, Conditional and Prohibited Uses

Use List	TC-1		TC-2		TC-3 and 3a		TC-4a, b and c			TC-5
	2	3	3a	a	b	c				
RESIDENTIAL										
Single-family detached	N	N	N	N	P	N	N	N	N	
Twinhomes	N	N	N	N	P	N	N	N	N	
Duplexes	N	N	N	N	P	N	N	N	N	
Row houses/townhouse	P	N	N	N	P	P	P	N	N	
Multistory apartments/condominiums	P	N	N	N	N	P	P	N	N	
Secondary units	N	N	N	N	P	N	N	N	N	
Live-work units	P	N	P	N	P	P	H	N	N	
PERSONAL SERVICES such as laundry, barbershops and beauty shops										
:lt;2,500 sq. ft.	P	P	P	N	H				N	
:gt;2,500 sq. ft.	P	P	P	N	N				N	
PROFESSIONAL AND MEDICAL OFFICES AND CLINICS										
:lt;5,000 sq. ft.	P	P	P	N	H				N	
:gt;5,000 sq. ft.	P	P	P	N	N				N	
GENERAL OFFICES										
:lt;5,000 sq. ft.	P	P	P	N	C				N	
5,000 - 35,000 sq. ft.	P	P	P	N	N				N	
:gt;35,000 sq. ft.	N	P	P	N	N				N	
ACCOMMODATION AND FOOD SERVICE USES										
Bed and breakfast residence	P	P	N	N	H				N	
Lodging facilities	P	P	C	N	N				N	

Restaurant, café (including seasonal)	P(a)	P	P	N	P	C	C	C	:lt;2,500 sq. ft.
Tavern, bar					P	P	P		:lt;2,500 sq. ft.
ENTERTAINMENT AND RECREATION USES									
Theater, cinema	P	P	C	N	N	N	N	N	
Health club, fitness center	P	P	P	N	N				N
Health club, fitness center ;lt;5,000 sq. ft.	P	P	P	N	N				N
GENERAL RETAIL AND SERVICES (including grocery, etc.)									
:lt;2,500 sq. ft.	P	P	P	N	C	C	P		N
:lt;35,000 sq. ft.	P	P	C	N	N				N
:gt;35,000 sq. ft.	C	C	C	N	N				N
RESTRICTED USES									
Private clubs and lodges	N	N	N	N	N				N
Motor vehicle implement, and recreation equipment sales and service	N	N	N	N	N				N
Adult uses - principal and accessory	N	N	N	N	N				N
Uses with drive-thrus	N	C	C	N	N				N
Accessory car washes	N	C	N	N	N				N
Gas stations	N	N (b)	N	N	N				N
Open and outdoor services, sales, display or rental	N	N	N	N	N				N
PUBLIC USES AND SERVICES									
Municipal buildings	P	N	N	N	N				C
Post office - service no distribution facility	P	N	N	N	N				N
Museums/cultural centers	C	N	N	N	N				C
Religious institutions	C	C	C	N	C				N
Commercial day care centers	P	P	P	N	C				N
Hospitals	N	C	P	N	N				N
Libraries	P	P	P	N	C				N
Educational facilities (excludes daycares)	N	N	N	C	N				N
Essential public services	P	P	P	P	P				P
INDUSTRIAL									
Manufacturing	N	N	N	N	N				N
Warehousing	N	N	N	N	N				N
Outside storage	N	N	N	N	N				N

Key:
P - Permitted Use
C - Conditionally Permitted Use
N - Use Not Permitted
H - Permitted with home occupation permit

- a. In the TC-1 subdistrict, one story restaurants are allowed when the facade cornice height is a minimum of 22 feet in height.
- b. In the TC-2 subdistrict, accessory gas uses are allowed under the following conditions:
 1. Gas operations that are accessory to a permitted principal use.

2. Gas and convenience item sales shall not comprise more than 25 percent of the gross receipts of the principal use business.
3. Payment for sale of gas must be paid at the pump or inside the principal building. No accessory structures are allowed as part of the gas operations.
4. No more than five percent of the square footage of the principal use building may be dedicated for the gas operations and convenience item sales.
5. No franchise food operations can be contained in the area designated within the principal building for gas operation and convenience item sales
6. Gas operations located in the side or rear of the principal use building.
7. Gas operations are located within 100 feet of principal use building
8. Gas islands and canopy are architecturally harmonious and contain the same exterior building materials as the principal use building.
9. Gas operations shall constitute no more than four islands with a limit of eight individual dispensers.
10. Gas operations that are located in the city's wellhead protection area must meet the following standards:

- (i) Double walled storage tanks with corrosion protection.
- (ii) Spill protection to catch spills that may occur during delivery of products.
- (iii) Overfill protection including automatic shutoff devices, overfill alarms and ball float valves or approved equal.
- (iv) Leak detection, including interstitial monitoring of the double walled tank.
- (v) Product release monitoring, including installation of groundwater monitoring wells and monthly monitoring of these wells will be required only after a reportable leak or spill has been detected.
- (vi) Tank tightness testing on an annual basis.
- (vii) Annual reports summarizing monthly monitoring results, monthly inventory control, and tank tightness testing.

(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	>15 DU/AC	>15 DU/AC	None	None	4a - up to 10	n/a

density in dwelling units per acre ^(a)					4b - up to 15 4c - min. of 15	
Minimum floor area ratio (FAR) for nonresidential uses/vertically mixed buildings/sites	.75	.25	.25	.25	n/a	n/a
Setbacks						
Front yard (min. - max)	0 - 5 feet as measured from building front to right-of-way ^(b) (60% of front facade w/in max.)	0 - 15 feet as measured from building front to right-of-way ^(b)	0 - 15 feet as measured from building front to right-of-way ^(b)	30 feet min, 60 feet max as measured from building front to right-of-way ^(b)	0 - 25 feet ^(b)	n/a
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.

(d) *General development standards.* All development within the ~~Town Center~~COR District shall meet the ~~Ramsey Town Center~~COR Development Guidelines that are incorporated into this chapter by reference. These standards will be used by the city as the minimum requirements for evaluating development proposals and site plans. However, the standards are not intended to restrict creativity in design. An applicant may request modification or waiver of any standard in favor of an alternate approach that will achieve the same design objective.

(e) *Parking standards.* Parking in the ~~Town Center~~COR District is intended to be shared to the greatest extent practicable in all mixed-use areas. The parking standards are intended to provide a practical basis for providing adequate parking within the ~~Town Center~~COR District through a careful analysis of uses, shared parking arrangements, use of public street parking and reduction allowances for the proximity to the transit station. A parking plan shall be prepared as part of the development plan to address the number, location, sharing arrangements, and public use when applicable. The parking plan shall also attempt to anticipate to the extent possible, how to address longer term parking arrangements if the possibility of use conversion or building expansion exists. Parking shall be provided under any of the following arrangements:

- (1) Off-street parking in the ~~TC~~COR-1 and ~~TC~~COR-2 subdistricts shall be secured for public use through parking easements and other appropriate conveyances. Shared parking arrangements

- between nearby uses are encouraged in both subdistricts.
- (2) On-street parking adjacent to buildings may be used for the purposes of calculating parking requirements for street level, nonresidential uses.
 - (3) Within the ~~TCCOR~~-4 subdistrict, parking on individual parcels serving individual uses may be provided if designated and approved as part of the master plan.
 - (4) In order to ensure the pedestrian orientation of the ~~Town Center~~COR Districts, maximum parking standards are set based on the following:

Retail	4 per 1,000 sq. ft.
Restaurants	5 per 1,000 sq. ft.
Offices	3 per 1,000 sq. ft.
Medical offices, clinics	4 per 1,000 sq. ft.
Health clubs	3 per 1,000 sq. ft.
Theaters, places of assembly	1 per 4 seats
Residential	
	Attached or detached Required: 2 per unit
	Multifamily units Required: 2 per unit

- (54) Maximum required parking. If a parking structure is provided on site, maximum parking stalls do not apply. If additional parking is sought that does not meet these maximum requirements, a conditional use permit can be sought to increase maximums up to 25 percent.
 - (65) The city may require payment of an amount equal to the value of the required parking on a per-stall price basis. Funds collected by the city shall be deposited in a special fund used only to acquire and/or develop off-street parking facilities for the ~~Town Center~~COR. The city will determine the appropriate contribution.
 - (76) A development agreement is completed that specifies that each property in the ~~Town Center~~COR shall be financially responsible for its proportionate share of a shared parking facility. The proportionate share shall be determined on the basis of the property's off-street parking needs, as determined by the parking study. Financial responsibility shall cover the construction and continuing maintenance of the parking facility. The parking facility may be constructed and maintained by the city or by a private management entity acceptable to the city.
- (f) *Signage.* Signage in this district is allowed as prescribed in this subdivision. Signage as prescribed by other sections of this Code is not applicable.
- (1) Permitted signs for personal and professional services, retail commercial, and public uses and services in ~~TCCOR~~-1, ~~TCCOR~~-3, ~~TCCOR~~-4 and ~~TCCOR~~-5 districts:
 - a. Wall-mounted or painted signs, provided the following standards are met:
 1. The sign shall be affixed to the front facade of the building, and shall project outward from the wall to which it is attached no more than six inches.
 2. The area of the sideboard shall not exceed five percent of the ground floor building facade area or 24 square feet, whichever is less.
 3. The height of the lettering, numbers, or graphics shall not exceed 12 inches.
 4. The sign shall be granted to commercial uses occupying the ground floor of buildings facing public streets only and shall not be allocated to other uses.
 5. Limited to one sign per business.

- b. The area of signboard shall not exceed five percent of the ground floor building facade area.
- c. Wall-mounted building directory signs identifying the occupants of a commercial building, including upper story business uses, provided the following standards are met:
 - 1. The sign is located next to the entrance.
 - 2. The sign shall project outward from the wall to which it is attached no more than six inches.
 - 3. The sign shall not extend above the parapet, eave, or building facade.
 - 4. The area of the signboard shall not exceed three square feet, with each tenant limited to one square foot.
 - 5. The height of the lettering, numbers, or graphics shall not exceed four inches.
 - 6. One such sign is allowed per public building entrance.
- d. Applied letters may substitute for wall-mounted signs, if constructed of painted wood, painted cast metal, bronze, brass, acrylic or black anodized aluminum. The height of applied letters shall not exceed 12 inches.
- e. Projecting signs, including graphics or icon signs, mounted perpendicular to the building wall, provided the following standards are met:
 - 1. The signboard shall not exceed an area of six square feet.
 - 2. The distance from the ground to the lower edge of the signboard shall be ten feet or greater.
 - 3. The height of the top edge of the signboard shall not exceed the height of the wall from which the sign projects, if attached to a single story building, or the height of the sill or bottom of any second story window, if attached to a multistory building.
 - 4. The distance from the building wall to the signboard shall not exceed six inches.
 - 5. The width of the signboard shall not exceed three feet.
 - 6. Limited to one sign per business. Projecting signs are not permitted in conjunction with wall-mounted, free standing, or applied letter signs.
 - 7. Granted to ground floor commercial uses only.
- f. Awning signs, for ground floor uses only, provided that the following standards are met:
 - 1. If acting as the main business sign, it shall not exceed 24 square feet in area, and the height of the lettering, numbers, or graphics shall not exceed 12 inches.
 - 2. If acting as an auxiliary business sign, it shall be located on the valance only, shall not exceed four square feet in area, and the height of the lettering, numbers, or graphics shall not exceed four inches.
 - 3. Limited to two such signs per business.
 - 4. If acting as the main business sign, it shall not be in addition to a wall-mounted or applied letter sign.

- g. Window or door signs, provided that the following standards are met:
 - 1. The sign shall not exceed ten percent of the window or door area or four square feet, whichever is less.
 - 2. The sign shall be silk screened, hand painted, applied letters/graphics, neon tubing or other sign technologies that meet these standards.
 - 3. Limited to one sign per business, applied on either the window or the door, but not on both.
 - 4. The sign shall not have an opaque backing of any type although smoked glass is allowed.
 - 5. May be in addition to only one of the following: a wall-mounted sign, a freestanding sign, an applied letter sign, a projecting sign or a valance awning sign.
- h. One freestanding sign, provided that the following standards are met:
 - 1. The building in which the advertising business is located, shall be set back a minimum of six feet from a public street right-of-way.
 - 2. The area of each face of the signboard shall not exceed six square feet and the signboard shall not have more than two readable faces.
 - 3. The height of the top of the signboard, or of any posts, brackets, or other supporting elements shall not exceed six feet from the ground.
 - 4. The signboard shall be constructed of wood, acrylic, aluminum or metal and shall be architecturally compatible with the style, composition, materials, colors and details of the building.
 - 5. No part of the sign shall encroach on the right-of-way and its location shall not interfere with pedestrian or vehicular circulation.
 - 6. Limited to one sign per building and shall not be in addition to wall-mounted, applied letter or projecting signs.
 - 7. The readable faces of the sign shall be perpendicular to the adjacent street.
- i. Businesses with frontage on more than one public street are allowed the permitted sign criteria for each street frontage.
- j. Businesses with service entrances may identify these with one wall-mounted or applied letter sign not exceeding two square feet.
- k. One directional sign, facing a rear parking lot. This sign may be any type of permitted sign other than a freestanding sign, but shall be limited to three square feet in area.
- l. In addition to other signage, restaurants and cafes shall be permitted one wall-mounted display featuring the actual menu as used at the dining table, to be contained within a shallow wood or metal case and clearly visible through a glass front. The display case shall be attached to the building wall, next to the main entrance, at a height of approximately five feet, shall not exceed a total area of two square feet, and may be lighted.

(2) Permitted signs for personal and professional services, retail commercial, and public uses and services in FCOR-2 districts:

- a. Wall, canopy or marquee sign. Total sign area may not exceed 15 percent of the front building facade. At least 50 percent of the signage area must be placed on the measured wall with remaining signage area, if desired, distributed on any other wall. Sign height shall not exceed the top of the parapet wall or, if no parapet wall, sign height shall not exceed the height of the eaves. The gross surface area of a wall, canopy or marquee sign may be increased by ten percent if such wall sign:
 - 1. Consists only of individual, outlined alphabetic, numeric and/or symbolic characters without background except that provided by the building surface to which the sign is to be affixed;
 - 2. Illumination, if any, is achieved through shielded illumination, shielded silhouette lighting, or shielded spot lighting but not any lighting where the light source is visible or exposed on the face or sides of the characters; and
 - 3. A wall, canopy or marquee sign may be located on the outermost wall of any principal building but shall not project more than 16 inches from the wall to which the sign is to be affixed. A wall sign shall not project higher than the parapet line of the wall to which the sign is to be affixed.
- b. Ground sign. There shall not be more than one ground sign for each parcel. The gross surface area of a ground sign shall not exceed 100 square feet for each exposed face nor exceed an aggregate gross surface area of 200 square feet.
- c. Menu board. One on-site menu board per drive-up or walk-up lane of a drive-in restaurant up to a maximum of 32 square feet each. Menu boards are allowed a message on one side only and cannot contain an advertising message.
- d. Directional signs.
 - 1. Directional or instructional signs are permitted in accordance with section 117-463(l).
 - 2. Parking lot directional signs designating parking area entrances and exits are limited to one sign for each entrance and/or exit and shall not exceed four square feet for each exposed face. Parking lot directional signs shall not project higher than five feet in height, as measured from the established grade of the parking area to which such signs are accessory.
 - 3. Parking lot instructional signs designating the conditions of use or identification parking areas shall not exceed eight square feet and shall not project higher than ten feet in height for wall signs and seven feet in height for ground signs, as measured from the established grade of the parking area to which such signs are accessory.
 - 4. Window signs are restricted to 30 percent of the area of the window in which the sign is to

be displayed.

(3) Prohibited signs (except as allowed in subsection (f)(2) of this section):

- a. Signs employing mercury vapor, low pressure and high pressure sodium and metal halide lighting; plastic panel rear-lighted signs.
- b. Signs on roofs, dormers, and balconies.
- c. Billboards.
- d. Signs painted or mounted upon the exterior side or rear walls on any principle or accessory

building or structure, except as otherwise permitted hereunder.

- e. Free standing pylon signs over six feet in height.
- f. Back-lit awnings.
- g. Interchangeable letter boards or panels.
- h. Flashing signs.
- i. Off-premises signs.

(4) Real estate signage. Real estate signs advertising that a particular property is for sale, rent, or lease are limited to one sign per property.

(g) *Development review process within ~~Town Center~~The COR Districts.* Development within the ~~Town Center~~COR will generally consist of a subdivision and site plan. In these cases, the applicant will follow the normal subdivision and site plan requirements of the city subject to the submittal requirements contained herein. For subdivisions, the review process will include sketch plan review, preliminary plat, and final plat. For site plans, the review process will include a preliminary site plan and final site plan.

(1) *Sketch plan review.*

- a. Pre-meeting with city staff. Prior to making an official subdivision application to the city for development of a parcel within the ~~Town Center~~COR District, the applicant shall meet with city staff to present the proposed development. City staff shall review the development with all relevant ordinances and ensure compatibility with the ~~Town Center~~COR District intent, master plan and development guidelines for the ~~town center~~COR.
- b. A sketch plan shall be prepared in accordance with the regulations of this chapter and the applicant shall submit the plan to the zoning administrator for review and comment, to ensure compliance with the ~~town center~~COR master plan and development guidelines, the ~~Town Center~~COR District and other city codes and regulations.
- c. ~~The sketch plan shall be submitted to the town center review board for its review and comment. The town center review board shall review the proposed project for its compatibility with the town center master plan and development guidelines and make a recommendation to the planning commission and city regarding the proposed development.~~
- cd. The planning commission shall review the sketch plan for its consistency with the ~~town center~~COR master plan and development guidelines and make a recommendation to the city council as to the appropriateness of the sketch plan. The town center review board planning commission shall review the proposed project for its compatibility with the town center master plan and development guidelines and make a recommendation to the planning commission and city regarding the proposed development.
- de. The sketch plan shall be scheduled for a council meeting within 30 days after the submittal of the planning commission meeting.
- ~~f. The city council shall approve, postpone, or disapprove the sketch plan.~~

(2) *Preliminary plat and site plan.*

a. *Requirements for preliminary plans.*

1. *Preliminary site plan.* The preliminary site plan shall be drawn at a scale of one inch equals

50 feet, 100 feet, or 200 feet. The submission may be composed of one or more sheets and drawings and shall include:

- (i) Location of all proposed buildings and their proposed uses;
- (ii) Location of driveways and parking areas (all driveways and parking areas must include curbing);
- (iii) Indicate front, side and rear yard setbacks proposed;
- (iv) Indicate square footage and dimensions of all proposed lots; and
- (v) Location of all easements, width and purpose.

2. *Landscape plan.* The landscape plan shall be prepared at a scale of one inch equals 50 feet and shall contain the following information:

- (i) Indicate areas for berming and sodding;
- (ii) Indicate the location of proposed plantings, identify plant materials;
- (iii) Indicate any existing vegetation; and
- (iv) Indicate any trees to be removed.

3. *Grading and drainage plan.* The grading and drainage plan shall be drawn at a scale of one inch equals 50 feet, 100 feet or 200 feet and shall contain the following information:

- (i) Existing and proposed, grades with a minimum of two-foot contour intervals to a known sea level datum;
- (ii) Sufficient spot elevations on all proposed hard surface areas;
- (iii) Estimated runoff of the area based on ten- and 100-year storm events;
- (iv) Provisions to carry runoff to the nearest adequate outlet, such as storm drain, natural drainageway, or street;
- (v) Location of proposed ponding areas, indicating the size and depth of the pond and amount of acre feet of water to be stored;
- (vi) Finished floor elevations of all buildings;
- (vii) Identify soils by type and location, including identification of the water table, and suitability of soil for the proposed development; and
- (viii) Identify any areas located in a flood hazard zone as identified by the department of natural resources.

4. *Topographic map.* The topographic map shall be drawn at a scale of one inch equals 100 feet and shall contain the following information:

- (i) Two-foot contour intervals;
- (ii) Indicate watercourses, rock outcroppings, and other significant land features; and

(iii) Use U.S. Geological Service datum for mapping.

5. *Floor plans and elevations.* All floor plans and elevations shall be drawn to a legible scale and include the following information:

(i) Floor plans indicating square footage and dimensions of all proposed rooms and areas within the structures; and

(ii) Elevations of the proposed building, identifying exterior treatment, materials to be used, and paint color.

6. *Preliminary plat.* If a subdivision is required, the preliminary plat shall be prepared in accordance with article III of this chapter.

b. *Preliminary plat and site plan review process.*

1. Pre-meeting with city staff. Prior to making an official application to the city, the applicant shall meet with city staff. City staff shall review the development with all relevant ordinances and ensure compatibility with the ~~town center~~COR master plan and development guidelines.

2. A preliminary plat and site plan shall be prepared in accordance with the regulations of this chapter and shall submit the plan to the zoning administrator 30 days prior to the public hearing.

3. The preliminary plat and site plan shall be submitted to the city staff for review and comment, to ensure compliance with other city codes and regulations.

4. ~~The preliminary plat and site plan shall be submitted to the town center review board for its review and comment. The town center review board shall review the proposed project for its compatibility with the town center master plan and development guidelines and make a recommendation to the planning commission and city regarding the proposed development.~~

~~4~~5. The planning commission shall hold a public hearing on the preliminary plat and site plan. The notice for public hearing shall be published in the official newspaper at least ten days, but not more than 30 days, prior to the public hearing, at which time the item will be heard. Notices will also be sent to property owners within 350 feet of the subject property. The town center review planning commission board shall review the proposed project for its compatibility with the town center master plan and development guidelines and make a recommendation to the planning commission and city regarding the proposed development.

~~5~~6. A written evaluation from the city staff shall be forwarded to the planning commission and the applicant prior to the public hearing.

~~6~~7. The planning commission shall simultaneously hold a public hearing on the preliminary plat and site plan. Following the public hearing, the planning commission shall submit in writing to the city council its recommendation as to the appropriateness of the preliminary plat and site plan in relation to the ~~town center~~COR master plan and development guidelines.

~~7~~8. The preliminary plat and site plan shall be scheduled for a council meeting within 30 days after the submittal of the planning commission meeting.

~~8~~9. The city council shall approve, postpone, or disapprove the preliminary plat and site plan.

(3) *Final plat and site plan.*

a. *Requirements for final plan.*

1. *Final site plan.* The final site plan shall be prepared at a scale of one inch equals 50 feet, 100 feet or 200 feet, and shall contain the following information:

- (i) Location of proposed structures;
- (ii) Location of proposed driveways and parking areas (all driveways and parking must have curbing);
- (iii) Indicate front, rear and side yard setbacks.

2. *Final landscape plan.* The final landscape plan shall be drawn at a scale of one inch equals 50 feet and shall contain the following information:

- (i) Plant types (botanical and common names), number, location, and size;
- (ii) Areas to be sodded;
- (iii) Indicate existing vegetation; and
- (iv) Indicate trees to be removed.

3. *Final grading and drainage plan.* The grading and drainage plan shall be drawn at a scale of one inch equals 50 feet, 100 feet or 200 feet and shall contain the following information:

- (i) Existing and proposed grades with a minimum of two-foot contour intervals to a known sea level datum;
- (ii) Sufficient spot elevations on all proposed hard surface areas;
- (iii) Estimated runoff of the area based on ten- and 100-year storm events;
- (iv) Provisions to carry runoff to the nearest adequate outlet;
- (v) Location of any proposed ponding areas, indicating the size and depth of the pond and amount of acre feet of water to be stored;
- (vi) Finish floor elevations of all buildings;
- (vii) Identify soils by type and location, including identification of the water table, and suitability of soil for the proposed development; and
- (viii) Identify any areas located in a flood hazard zone as identified by the department of natural resources.

4. *Floor plans and elevations.* All floor plans and elevations shall be drawn to a legible scale and shall include the following information:

- (i) Floor plans indicating square footage and dimensions of all proposed rooms; and
- (ii) Elevations of the proposed building, identifying exterior treatment, material, and paint color.

5. *Final plat.* If a subdivision is required, the final plat shall be prepared in accordance with this Code. With the final plans, the developer shall submit, for approval by the city, a development schedule for construction of all structures, open space, and recreational facilities.

b. *Final plat and site plan review process.*

1. Upon approval of the preliminary plat and site plan, a final plat and site plan shall be prepared in accordance with the regulations of this chapter and submit it to the zoning administrator ~~30 days prior to the public hearing~~21 days prior to the City Council meeting.
2. The final plat and site plan shall be submitted to the city staff for review and comment, to ensure compliance with the preliminary plan, site plan and other city codes and regulations.
3. The final plat and site plan shall be submitted to the ~~town center~~COR review board for its review and comment. The ~~town center~~COR review board shall review the proposed project for its compatibility with the preliminary plat, site plan, ~~town center~~COR master plan and development guidelines and make a recommendation to the city council regarding the proposed final plat and final site plan.

~~4.~~4. The city council shall approve, postpone, or disapprove the final plat and site plan based on its appropriateness and conformance with the preliminary plat and site plan and the ~~town center~~COR master plan and development guidelines.

~~5.4.~~5.4. Major changes. If the applicant proposes major changes in the final site plan that are inconsistent with the preliminary site plan, these changes can only be made by re-submission of a new preliminary site plan and rezoning application to the zoning administrator, and re-scheduling of a new public hearing before the planning commission and review again by the council. The following constitute major changes:

- (i) Increase in density;
- (ii) Change in architectural design or style;
- (iii) Change in type of ownership, private, condominium, or rental;
- (iv) Change of more than ten percent in total floor area;
- (v) Increase in height of any building;
- (vi) Major modification in the landscape plan;
- (vii) Reduction in the proposed open space;
- (viii) Change in the development schedule;
- (ix) Change in the road location or standards; and
- (x) Any changes determined to be major by the council.

~~6.5.~~6.5. Minor changes. The council may, in its discretion, permit minor deviations from the preliminary site plan which do not change the concept or intent of the proposed development as previously approved.

| 76. Denial. The council shall deny any application if it finds the final plans do not substantially conform to the preliminary plat and site plan as previously approved by the council as well as the ~~town-center~~COR master plan and development guidelines. If the final plans are subsequently modified to conform to the approved preliminary plan, the applicant may resubmit said final plans to the council for approval.

| 87. No development shall occur nor shall any building permits be issued for any construction that is not in accord with the approved final plans.

- | (h) *Relationship to other Code sections.* The ~~Town-Center~~COR District is structured to establish a regulatory framework intended to be administered separate from certain sections of this chapter. In order to prevent overlapping development regulations, the following portions of this chapter are not applicable to the ~~Town-Center~~COR District: article II, divisions 3 (Zoning Districts), 6 (Performance Standards), and 8 (Signs), unless it is determined by the city that provisions from these sections are better suited to address any particular aspect of a development proposal. The provisions contained in article III of this chapter shall regulate land subdivision of the ~~Town-Center~~COR District.

(Code 1978, § 9.20.25; Ord. No. 82-02, 3-20-1982; Ord. No. 86-2, 8-25-1986; Ord. No. 93-06, 4-23-1993; Ord. No. 96-12, 7-29-1996; Ord. No. 97-09, 7-28-1997; Ord. No. 03-21, 8-25-2003; Ord. No. 03-22, 8-25-2003; Ord. No. 03-40, 11-3-2003; Ord. No. 04-11, 5-17-2004; Ord. No. 04-41, 12-6-2004; Ord. No. 05-11, 5-30-2005; Ord. No. 05-15, 8-15-2005; Ord. No. 07-06, § 2, 2-27-2007)