

City of Ramsey
Agenda
Regular City Council
Tuesday April 12, 2011
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

1. **Call to Order**
2. **Presentation:** Following approval of the Consent Agenda, which includes approval of End of Probationary Periods, the following Fire Fighters will be Presented: Cory Helgoe, Steve Lundeen, Paul Reighard
3. **Citizen Input**
4. **Approve Agenda**
5. **Consent Agenda**
 1. Approve License Applications
 2. Approve City Council and City Council Committee Meeting Minutes
 3. Reschedule May 24, 2011 Regular City Council Meeting
 4. Approval for Exemption for a Gambling License for Greyhound Pets of America - Minnesota
 5. Acceptance of plans and specifications, and authorization to bid City project #09-25; Dysprosium Street improvements
 6. Request for an Amendment to the Conditional Use Permit to Operate a Religious Institution in the R-1 Residential District (Rural Developing) Located at 5730 179th Lane NW; Case of Cross of Hope Lutheran Church
 7. Consider agreement for online auction services
 8. Adopt Resolution #11-04-XXX Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of March 17, 2011 through April 6, 2011
 9. Resolution Proclaiming April 29, 2011 as "Arbor Day" and the Month of May, 2011 as "Arbor Month"
 10. Consider no parking resolution for City project #09-25; Dysprosium Street improvements

11. Introduce an Ordinance amending Section City Code Section 30-3 titled Property Conditions constituting a public nuisance AND amending City Code Section 2-332 titled Abatement and relating to the abatement of grass, weeds or noxious growths in excess of eight inches in height.
12. Introduce Ordinance to Amend City Code Section 117-118 (Town Center) of the Ramsey City Code; Case of City of Ramsey
13. Report from the Personnel Committee meeting held on March 22, 2011.

Case 1: Consider a Resolution to Authorize a Paid-on-call Firefighter Recruitment

Case 2: Consider a Resolution Ending the Probation of Paid-On-Call Firefighters
14. Report from Public Works

6. Public Hearing

1. Public Hearing for City Improvement projects #11-01 through 11-06; 2011 Street Maintenance Program

7. Council Business

1. Consider authorization to bid City project #11-21; the signalization of Armstrong and Bunker Lake Boulevards
2. Approve Anoka County Connectivity Services Agreement for Broadband Services
3. Adopt 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
4. Adopt Ordinance to Amend City Subdivision Code Related to Financial Sureties for Required Improvements
5. Consider Proposed Amendment to Purchase Agreement - The Residence at The COR

8. Mayor/Council/Staff Input

1) Note: The May 24 City Council meeting has been rescheduled to May 31, 2011, beginning at 7:00 p.m.

9. Adjournment

CC Regular Session

Item #: 5. 1.

Date: 04/12/2011

By: Jo Thieling
Administrative Services

Information

Title:

Approve License Applications

Background:

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

Funding Source:

N/A

Council Action:

Motion to approve license applications.

Attachments

Licenses

Form Review

Inbox

Kurt Ulrich

Form Started By: Jo Thieling

Final Approval Date: 04/07/2011

Reviewed By

Jo Thieling

Date

04/07/2011 03:28 PM

Started On: 04/07/2011 02:00 PM

**License Applications
For Year 2011**

Special Events*	City of Ramsey	7550 Sunwood Drive NW	Ramsey, MN 55303	763-433-9905
Special Events**	City of Ramsey Garden Club	7550 Sunwood Drive NW	Ramsey, MN 55303	763-753-2280
Vehicle	TJ auto LLC	8170 Highway #10 NW	Ramsey, MN 55303	763-427-7291
Vehicle	Northland Auto Sales & Recovery	7751 Highway #10 NW – 2	Ramsey, MN 55303	763-442-1335
Vehicle	Ryan’s Motors Inc.	7751 Highway #10 NW - 2	Lino Lakes, MN 55014	651-784-3038
Peddler/ Solicitor***	Blaine – Anoka Ice Cream	18005 Waco Street NW	Ramsey, MN 55303	763-753-4543

*For the annual Business and Environmental Expo – April 30

**The Garden Club is requesting to sell plants (non-profit – for scholarship program) in the Municipal Parking Ramp on May 21

***Renewal of Ice Cream Truck License

CC Regular Session**Item #: 5. 2.****Date: 04/12/2011****By:** Jo Thieling
Administrative Services

Information**Title:**

Approve City Council and City Council Committee Meeting Minutes

Background:

Council is asked to approve the following meeting minutes:

February 22, 2011 Regular City Council Minutes
March 8, 2011 City Council Work Session Minutes
March 8, 2011 Regular City Council Minutes
March 22, 2011 Regular City Council Minutes

Funding Source:

N/A

Council Action:

Motion to approve the following Meeting Minutes:

February 22, 2011 Regular City Council Minutes

March 8, 2011 City Council Work Session Minutes
March 8, 2011 Regular City Council Minutes
March 22, 2011 Regular City Council Minutes

Attachments

2/22/11 CC Minutes
3/8/11 Wk Sess Minutes
3/8/11 CC Minutes
3/22/11 CC Minutes

Form Review**Inbox**

Kurt Ulrich

Form Started By: Jo Thieling

Final Approval Date: 04/07/2011

Reviewed By

Kurt Ulrich

Date

04/07/2011 03:30 PM

Started On: 04/07/2011 11:43 AM

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

The Ramsey City Council conducted a regular meeting on Tuesday, February 22, 2011 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
Councilmember Colin McGlone
Councilmember Jason Tossey
Councilmember Jeffrey Wise

Members Absent: None

Also Present: City Administrator Kurtis Ulrich
Deputy City Administrator Heidi A. Nelson
Public Works Director Brian Olson
Senior Planner Timothy Gladhill
City Attorney William Goodrich

1. CALL TO ORDER

Mayor Ramsey called the regular meeting of the Ramsey City Council to order at 7:00 p.m., followed by the Pledge of Allegiance led by Elk River High School students.

2. PRESENTATION

None.

3. CITIZEN INPUT

None.

4. APPROVE AGENDA

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

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Jeffrey, Wise, Backous, Elvig, McGlone, and Tossey. Voting No: None.

5. CONSENT AGENDA

Motion by Councilmember Jeffrey, seconded by Councilmember Tossey, to approve the following items on the Consent Agenda:

- 5.01 Note the following Board and Commission Meeting Minutes:
 - a. Environmental Policy Board meeting minutes dated January 3, 2011
 - b. Planning Commission meeting minutes dated January 6, 2011
 - c. Economic Development Authority meeting minutes dated January 13, 2011
- 5.02 Authorize Budget for Washington D.C. Travel for Mayor Ramsey and City Administrator Ulrich to Lobby for North Star Station Funding
- 5.03 Approve change order for engineering services related to City Project #08-21; Water Tower #3
- 5.04 Approve Award of Contract for Geotechnical Services and Material Testing
- 5.05 Adopt Resolution #11-02-044 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of February 3, 2011 through February 16, 2011.
- 5.06 Adopt Resolution #11-02-045 authorizing 18th Partial Payment to CB&I Inc. for IP 08-21 Water Tower No. 3
- 5.07 Adopt Resolution #11-02-046 Dedicating City Owned Property at the Intersection of County Road 57 and Alpine Drive for Project Purposes
- 5.08 Adopt Resolution #11-02-047 Dedicating City Owned Property in the vicinity of County State Aid Highway No. 116 (Bunker Lake Boulevard) from Germanium to Basalt Street for Project Purposes
- 5.09 Report from the Personnel Committee
 - 1) Consider a Resolution to Reclassify the Fire Inspector to Fire Marshal – *Ratify the recommendation of the Personnel Committee and adopt Resolution #11-02-048 Approving the Reclassification of the Fire Inspector to Fire Marshal.*
 - 2) Consider a Resolution Ending the Probation Period of the Senior Accountant – *Ratify the recommendation of the Personnel Committee and adopt Resolution #11-02-049 Ending the Probation of the Senior Accountant*
 - 3) Consider a Resolution Ending the Probation Period of the Human Resources Representative – *Ratify the recommendation of the Personnel Committee and adopt Resolution #11-02-050 Ending the Probation of the Human Resources Representative*
- 5.10 Report from Finance Committee
 - 1) Consider Fee for Agent of Record for Property, Casualty and Workers Compensation – *Ratify the recommendation of the Finance Committee and authorize a not-to-exceed amount of \$5,800 for the City's Agent of Record for Property, Casualty and Workers Compensation services.*
 - 2) Consider "Self-Serve" Canoe and Kayak Access for Sunfish Lake Park and Public Bikes for the COR – *Ratify the recommendation of the Finance Committee and approve funding of the self-serve canoe and kayak system at a not-to-exceed amount of \$9,000 from the Park Trust Fund, and apply \$5,000 in SHIP monies to*

the canoes and kayaks, first, with any excess SHIP funds to be used toward the purchase of public bicycles.

- 3) Review of Budgets – EDA, Enterprise and General Fund – *Ratify the recommendation of the Finance Committee and accept the budgets for EDA, Enterprise and General Fund and adopt Resolution #11-02-051 Amending 2010 EDA Budget, Resolution #11-02-052 Adopting 2011 EDA Budget, Resolution #11-02-053 Amending 2010 Enterprise Budgets, Resolution #11-02-054 Adopting 2011 Enterprise Budgets, and Resolution #11-02-055 Amending 2010 General Fund Budget*

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Jeffrey, Tossey, Backous, Elvig, McGlone, and Wise. Voting No: None.

6. PUBLIC HEARING

There were no Public Hearings.

7. COUNCIL BUSINESS

7.01: Request for a Home Occupation Permit to Operate a Home Based Office for Carefree Home Services at 7830 149th Ln NW; Case of Michael Beach

Associate Planner Gladhill reviewed the staff report.

Michael Beach, 7830 148th Lane NW, applicant, was present.

Mayor Ramsey confirmed the applicant is only officing out of his home.

Mr. Beach stated he is.

Councilmember McGlone said he would normally oppose home occupations. However, since this is a large lot and there were no residents in the meeting opposed to this operation, he would not oppose the request.

Motion by Councilmember Tossey, seconded by Councilmember Elvig to adopt Resolution #11-02-056 adopting Findings of Fact #0884 and adopt Resolution #11-02-057 approving the request for a home occupation.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Tossey, Elvig, Backous, Jeffrey, McGlone, and Wise. Voting No: None.

7.02: Request for Adopt Ordinance for Sale of City Owned Property in Auditor's Subdivision Number 27; Case of City of Ramsey and Cross of Hope Lutheran Church

Associate Planner Gladhill reviewed the staff report.

Motion by Councilmember Elvig, seconded by Councilmember Jeffrey, to waive the reading of the ordinance per City Charter and adopt Ordinance #11-02 authorizing the sale of property legally described on attached Exhibit A, contingent upon recording of Cross of Hope Addition plat.

A roll call vote was performed by the Recording Secretary:

Councilmember Jeffrey	aye
Councilmember Wise	aye
Councilmember McGlone	aye
Councilmember Backous	aye
Councilmember Elvig	aye
Councilmember Tossey	aye
Mayor Ramsey	aye

Motion carried.

7.03: Revised Real Estate Services Agreement for Bury & Carlson Site

Development/Marketing Manager Backman reviewed the staff report. He added there are three alternatives the City could be looking at in compensation for Mr. LaFavre. One option is to leave the compensation as proposed at 5%. This would be based on the current assessed value of \$1,266,000. The second option is to pay for services rendered to date. There would be an hourly fee. The third option is to pay an hourly rate on the first 60 hours, and a 2% rate on the assessed value at closing. The hourly rate would be paid whether the project moved forward or not. The first option of a 5% fee is paid on contingency. Development/Marketing Manager Backman explained there are a few options for proceeding. The first is to look at selecting one of the above three options. The second option is to deny all proposed options. The third is to wait and see what develops. He noted he has told Mr. LaFavre he is at risk, and if the Council does not approve compensation, he is out the time he has put in. He indicated Mr. LaFavre recognizes this.

Mayor Ramsey clarified the cap is 2% plus 60 hours in the third option.

Development/Marketing Manager Backman answered in the affirmative. He further clarified if there was a joint broker fee, the buyer would be responsible for their side of the joint broker.

Councilmember Elvig inquired what Mr. LaFavre brought to the table.

Development Marketing/ Manager Backman responded Mr. LaFavre is making suggestions on how to approach the company in working with the lease, and is putting together materials regarding important items about the lease. He is helpful in the overall deal making.

Motion by Councilmember Elvig, seconded by Mayor Ramsey, to approve a revised commercial exclusive listing agreement with Integrust Advisory Group pertaining to the Bury & Carlson site that is limited in scope to the current prospect including an hourly rate on the first 60 hours, and a 2% rate on the assessed value at closing.

Further discussion: Councilmember Wise pointed out this is an appropriate arrangement, taking into consideration that this is two-thirds of the work normally required. The parties are brought to the agent in this case, lessening his work. Councilmember Tossey questioned whether staff routinely brings in a broker when a situation like this develops. Development/Marketing Manager Backman responded that bringing in a broker is reserved for specific cases. However, there were several difficult issues related to this property, which warranted additional representation. Councilmember McGlone raised his concern that the City has put itself in a delicate situation with a real estate broker who is not working under a contract at the moment. He understands there are closed meetings so the information isn't made public, but if the City does not enter into a contract, he is not beholden to the City. He questioned how this situation could be prevented from happening again. Development/Marketing Manager Backman replied the City is under time constraints. The buyer is serious and well capitalized. He said he felt it was appropriate at the time to find the broker.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Elvig, Backous, Jeffrey, McGlone, Tossey, and Wise. Voting No: None.

7.04: Consider Resolution Authorizing Acquisition of Tax Forfeit Property

City Attorney Goodrich reviewed the staff report.

Public Works Director Olson noted this is a vacant park at this point. The staff has been meeting with the property owners and engaging their interest.

City Attorney Goodrich indicated once this becomes park land, it has to remain as park land and if the City acquires it for park land, it has to pay for the land. If the City wants it for residential, it has to pay market price, which is stated on the taxes.

Development Manager Lazan noted the price is within the fair market value range.

Councilmember McGlone commented it appears the purchase price would be \$15,000 for residential use, which is less than the cost for a residential lot. He stated it seems as though the City is trying to create a park whether the community is amenable or not.

Councilmember Elvig mentioned the property doesn't have value unless the City creates it. He suggested making an offer of half the asking amount and explaining the situation.

City Attorney Goodrich replied a suggested amount cannot be offered because State Statute says it has to be market value. He suggested asking what the sellers would accept or possibly they would ask less than what the City would offer.

Councilmember Tossey agreed with Councilmember Elvig, adding that the City would have to add infrastructure and extend sewer and water service from the street. He stated he would have been opposed to that.

Discussion took place on the definition of market value.

Development Manager Lazan suggested the City make an aggressive offer. He noted a price of \$12,000 for 1.5 lots is well below market value. There have been adjacent lots, not on park land, in the \$25,000 to \$30,000 range.

Councilmember Elvig stated he wanted to go on record disagreeing with Mr. Lazan's opinion. He stated if the City chooses not to build on a park because it cannot afford to, the land is not worth anything.

Motion by Councilmember Wise, seconded by Councilmember Tossey, to adopt Resolution #11-02-058 authorizing the Mayor and City Administrator to complete the application to Anoka County and the Department of Revenue for a State use deed to secure ownership of Outlot K, except the Westerly 140 feet, Ramsey Town Center 8th Addition for park and recreation purposes, with the understanding that the City will make a reasonable offer and to adopt Resolution #11-02-059 authorizing the Mayor and City Administrator to complete the application to Anoka County and the Department of Revenue for a State deed to secure ownership of the Westerly 140 feet of Outlot K, Ramsey Town Center 8th Addition for residential purposes.

Further discussion: City Attorney Goodrich explained he will send this information to the County and then to the Department of Revenue and bring it back to the Council.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Wise, Tossey, Backous, Elvig, Jeffrey, and McGlone. Voting No: None.

7.05: Consider Support of Running Aces Harness Park Gaming Expansion

City Administrator Ulrich reviewed the staff report and recommended action on this item be postponed due to the fact that the City of Columbus has not taken action.

Motion by Councilmember Jeffrey, seconded by Councilmember Tossey, to postpone this item to the next regularly scheduled Council meeting.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Jeffrey, Tossey, Backous, Elvig, McGlone, and Wise. Voting No: None.

8. MAYOR, COUNCIL AND STAFF INPUT

Bonding Issue

City Administrator Ulrich stated the Council approved the bonding issue in the Work Session held this evening. He said he will be testifying this week at the State level and hearings are expected to be held March 9, 2011.

Anoka County Chamber Gala

Councilmember Wise mentioned the Anoka County Chamber Gala will be on Friday, February 25, 2011, at Courtyards of Andover.

Mayors Prayer Breakfast

Mayor Ramsey indicated the Mayors' Prayer Breakfast is Friday, April 1, 2011, at Constance Free Church in Andover from 7:30 to 9:00 a.m. This is a fundraiser for Youth First in Anoka, Andover and Ramsey. The speaker is Chris Brooks, Executive Director of World Vision – Twin Cities.

League of Minnesota Cities Newly Elected Councilmember Session

Councilmember Tossey noted he and Councilmember Backous will attend a League of Minnesota Cities session entitled "How to Be a Councilmember" on Friday, February 25, 2011.

Cable Casting HRA Meetings

Councilmember Jeffrey reported that some residents have requested that the HRA meetings be televised because they are interested in the COR. He asked that this item be added to a Work Session for discussion.

Boy Scouts Breakfast

Councilmember Elvig stated the Boy Scouts' breakfast is Thursday, February 24, 2011, at 7:30 a.m. at the Courtyards of Andover.

Seeking Board and Commission Members

Councilmember Backous noted the City is still looking for Board and Commission members and he encouraged citizens to get involved.

Deputy City Administrator Nelson noted the first day to review applications for Board and Commission members is February 18, 2011. The first night of interviews with the Council will be on March 2, 2011. She encouraged residents to apply as soon as possible.

9. ADJOURNMENT

Motion by Councilmember Wise, seconded by Councilmember Backous, to adjourn the meeting.

Motion carried.

The regular meeting of the City Council adjourned at 7:59 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Chris Moksnes, *TimeSaver Off Site Secretarial, Inc.*

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, March 8, 2011, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Acting Mayor Jeffrey Wise
 Councilmember Randy Backous
 Councilmember David Elvig
 Councilmember Colin McGlone
 Councilmember Jason Tossey

Members Absent: Mayor Bob Ramsey
 Councilmember David Jeffrey

Also Present: Deputy City Administrator Heidi A. Nelson
 Public Works Director Brian Olson
 Parks Supervisor Mark Riverblood
 Senior Planner Tim Gladhill
 IT Manager Dean Busch

CALL TO ORDER

Acting Mayor Wise called the City Council Work Session to order at 6:15 p.m.

COUNCIL TOPICS FOR DISCUSSION

1) Go-Kart Track Proposal

Senior Planner Gladhill reviewed the report. He noted the applicant, Karl Jansen, is present to answer any questions.

Councilmember McGlone noted that Mr. Jansen is working with the engineering firm of Hakanson Anderson with all costs borne by the City. He questioned whether there are any requirements that Mr. Jansen must work with an engineering firm, citing the high cost.

Associate Planner Gladhill explained this development is just under an acre and the requirement to work with an engineering firm is one acre. Nevertheless, the City must be sure the stormwater management is being maintained. Scaled drawings are needed and the City has limited staff time available to create these drawings so it is easier to outsource this part.

Discussion took place regarding the \$8,000 that would be used for funding the project, the repayment plan, and the use of the monies.

Mr. Jensen informed the Council that the repayment would be \$8,000 the first year.

Councilmember Elvig clarified the track would be operational this summer and the proceeds would be designated for Happy Days.

Deputy City Administrator Nelson noted the City budgeted \$7,000 for Happy Days last year from the General Fund.

Associate Planner Gladhill explained the funding source would be from Council Contingency.

Councilmember Elvig indicated he would like the proceeds tagged to Happy Days if it is to fund Happy Days now and in the future.

Councilmember Tossey further clarified that \$8,000 will be taken from Council Contingency for the funding request and Mr. Jansen will repay that amount in the next year. Any proceeds in the future will be designated for Happy Days beginning in 2012.

Associate Planner Gladhill noted he and City Administrator Ulrich will oversee this process.

Councilmember Wise questioned if there will be opportunity to conduct winter races.

Mr. Jansen responded he is anticipating there will be four races, though that number could change depending on various factors.

Mr. Jansen noted spectators would each pay \$5 to watch a race. Most tracks average 60 to 80 people in the stands. He emphasized these are conservative numbers and races would be conducted every other Friday night. He explained he has a lot of experience in this industry.

Councilmember Backous inquired about a fence.

Mr. Jansen explained there would be a fence along the Armstrong Boulevard side, so the track couldn't be seen from Armstrong Boulevard.

Councilmember Tossey clarified the track would not have any impact on the ability to realign Armstrong Boulevard, noting there could be construction in as little as a few years.

Mr. Jansen responded it would be exceptional if this project could be in place for two to three years. He suggested by then, there could possibly be another site in the City to work with.

Councilmember McGlone inquired how the numbers of visitors would be tracked.

Mr. Jansen explained every participant must sign an insurance sheet at each visit. This is one method to track numbers.

Consensus was reached to continue to consider the expenditure.

Deputy City Administrator Nelson noted the item will come back to a regular Council meeting to authorize the Council Contingency Fund expenditure. She noted the Staff does have concerns that this project would be at the entrance of the community and concerns related to noise, dust, and traffic. The COR Development Team is raising issues regarding the project being so close to the downtown area. These items will be discussed further and be presented for Council consideration on March 22, 2011.

2) Resolution #11-01-XXX Supporting Trail Grant Applications for Trails Along T.H. #47 and Co. Rd. #83

Parks Supervisor Riverblood reviewed the report. He noted it will be on the consent agenda for the City Council meeting on March 22, 2011.

Consensus was reached to move the Resolution forward for consideration at the next Council meeting.

3) Consider Approving the Purchase of Equipment and Applications Utilizing QCTV Funds

IT Manager Busch reviewed the staff report.

Councilmember Elvig suggested staff spend \$20,000 on the necessary items, and reserve \$10,000 for any needed repairs.

Councilmember Backous asked if there was a stipulation that the funds are spent rather than held for potential repairs.

Deputy City Administrator Nelson explained the funds must be used to conduct enhancements to the City. The list of possibilities is prioritized and there is a stipulation that the funds be spent.

Councilmember McGlone suggested the entire amount be spent on solving any technical issues.

Mr. Busch noted this item will be brought back to the Council on March 22, 2011.

4) Schedule Meeting and Review Agenda for Joint Meetings with Adjacent Cities and City Commissions

This topic was moved to be discussed at the City Council meeting.

FUTURE TOPICS FOR DISCUSSION

1) Review Future Work Session Topics/Calendar

MAYOR, COUNCIL AND STAFF INPUT

None

ADJOURNMENT

Motion by Councilmember Backous, seconded by Councilmember McGlone to adjourn the meeting.

Motion carried. Voting Yes: Acting Mayor Wise, Councilmembers Backous, McGlone, Tossey, and Elvig. Voting No: None. Absent: Mayor Ramsey and Councilmember Jeffrey.

The Work Session of the City Council was adjourned at 6:55 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Chris Moksnes
TimeSaver Off Site Secretarial, Inc.

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7.02: Receive Economic Development Authority Recommendation in Regards to Name of Azurite Street in the Sunfish Lake Business Park	5
7.03: Consider design revisions for City project 11-21; intersection signalization at Armstrong and Bunker Lake Boulevards, and associated infrastructure improvements to serve the Legacy Christian Academy development	5
7.04: Consider a Resolution to Appoint Board and Commission Members	6
7.05: Consider Support of Running Aces Harness Park Gaming Expansion	8
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**CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Ramsey City Council conducted a regular meeting on Tuesday, March 8, 2011, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Acting Mayor Jeffrey Wise
 Councilmember Randy Backous
 Councilmember David Elvig
 Councilmember David Jeffrey
 Councilmember Colin McGlone
 Councilmember Jason Tossey

Members Absent: Mayor Bob Ramsey

Also Present: Deputy City Administrator Heidi A. Nelson
 Public Works Director Brian Olson
 City Engineer Tim Himmer
 Senior Planner Tim Gladhill
 City Attorney William Goodrich
 Coleen Lasher, Human Resources Representative

1. CALL TO ORDER

Acting Mayor Wise called the regular meeting of the Ramsey City Council to order at 7:00 p.m., and led in the Pledge of Allegiance.

2. PRESENTATION

None.

3. CITIZEN INPUT

None.

4. APPROVE AGENDA

Deputy City Administrator Nelson stated the last item on the Work Session agenda, Schedule Meeting and Review Agenda for Joint Meetings with Adjacent Cities and City Commissions, is moved to Item 7 on this meeting's agenda.

Motion by Councilmember Elvig, seconded by Councilmember Backous, to approve the agenda as amended.

Motion carried. Voting Yes: Acting Mayor Wise, Councilmembers Elvig, Backous, Jeffrey, McGlone, and Tossey. Voting No: None. Absent: Mayor Ramsey.

5. CONSENT AGENDA

Motion by Councilmember Elvig, seconded by Councilmember Tossey, to approve the following items on the Consent Agenda:

- 5.01 Receive Cash & Investments Report for Period Ending February 28, 2011
- 5.02 Receive Cash & Investments Report for Period Ending January 31, 2011
- 5.03 Approve the following City Council and Committee Meeting Minutes
 - City Council Regular Meeting – January 25, 2011
 - City Council Work Session – February 8, 2011
 - City Council Regular Meeting – February 8, 2011
- 5.04 Authorize Agreement for Fare Reimbursements
- 5.05 Adopt Resolution #11-03-060 Approving Cash Disbursements made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of February 17, 2011 through March 2, 2011
- 5.06 Adopt Resolution #11-03-061 Approving State of MN Joint Powers Agreements with City of Ramsey on Behalf of its City Attorney and Police Department
- 5.07 Adopt Resolution #11-03-062 through #11-03-067 accepting the feasibility study and call the public hearing for the 2011 Street Maintenance Program; City projects #11-01 through 11-06
- 5.08 Report from the Personnel Committee Meeting held on 02-22-11
 - 1) Consider a Resolution Accepting the Resignation of a Patrol Officer and Authorization to Recruit a Replacement Patrol Officer - *Ratify the recommendation of the Personnel Committee and adopt Resolution #11-03-068 to accept Officer Erdman's resignation and to authorize staff to begin a recruitment process to fill the vacancy.*
- 5.09 Report from the Finance Committee of February 22, 2011
 - 1) Consider Contract for Agent of Record for Property, Casualty, and Workers Compensation Insurance – *Ratify the recommendation of the Finance Committee and authorize the agent of records contract for two years in the amounts of \$6,000 for 2012 and \$6,200 in 2013.*
 - 2) Credit Card Analysis – *Ratify the recommendation of the Finance Committee to schedule a worksession on March 22, 2011 to discuss credit cards with eligible vendors and the city's utility billing company.*
- 5.10 Report from Public Works
 - 1) Overview of the Utility Department SCADA System – *Information purposes only.*
 - 2) Overview of the 2011 Street Maintenance Program – *Ratify the recommendation of the Public Works Committee to recommend that the City Council direct staff to prepare feasibility study for the 2011 Street Maintenance Program and schedule a public open house.*
 - 3) Consider Change Order for City Improvement Project #10-32; 176th Avenue Culvert – *Ratify the recommendation of the Public Works Committee to approve*

the change order for Improvement Project #10-24; 176th Avenue culvert replacement, in the amount of \$20,395.56.

- 4) Consider Engineering Services Request for Proposals – *Ratify the recommendation of the Public Works Committee to authorize staff to distribute an RFP for engineering services in an effort to build a specialized pool of three to five consultants for a term of three years to utilize, as necessary, for overflow work and to include language stating the information would be owned by the City and presented in a format the City can use and manipulate.*
- 5) Consider Roadway Modifications at TH10 & Feldspar Street NW – *Ratify the recommendation of the Public Works Committee to request that MnDOT advance the project sooner with State funding and no City funding.*
- 6) Update on Retro Fitting of Public Works Lighting – *Ratify the recommendation of the Public Works Committee to table this item until the next Public Works Committee meeting.*

Motion carried. Voting Yes: Acting Mayor Wise, Councilmembers Elvig, Tossey, Backous, Jeffrey, and McGlone. Voting No: None. Absent: Mayor Ramsey.

6. PUBLIC HEARING

There were no public hearings.

7. COUNCIL BUSINESS

7.01: Consideration of Final Approval of Ramsey RLF Loan to Wells Catering, Inc., and SAC/WAC Fee Assistance to Ramsey Retail Rental, LLC

Development/Marketing Manager Backman reviewed the staff report.

Councilmember Jeffrey asked if this has been approved once.

Development/Marketing Manager Backman replied it has been approved, though it has been revised since then to include a full-service, sit-down restaurant.

Motion by Councilmember Jeffrey, seconded by Councilmember Elvig, to approve a \$68,000 RLF loan with a term of 10 years at one percent over prime (4.25%) to Wells Catering for The Falls Cafe project, and secured by a first position on \$165,000 of equipment; and approve zero 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 in The COR.

Further Discussion: Councilmember Elvig pointed out if the SAC fees are reduced, the City should reduce its contribution. Development/Marketing Manager Backman suggested the Council approve a loan up to \$55,000 and staff will make all efforts to lower the fees with the Met Council, thereby reducing the City's contribution. He explained the terms of the RLF loan has not changed, even though this is now a larger project. The SAC/WAC fees have changed due to it being a larger project. The capacity is 140 seats. Councilmember McGlone noted he

was the only opposing vote at the EDA meeting, and he will still oppose. He stated the City is considering a subsidy for two competing interests. He said he thought there was a conflict of interest between the Boards. Councilmember Tossey stated he is prepared to approve the loan. He commented he agreed with Councilmember McGlone in that there are two Commissions competing. He added he is not willing to allow taxpayers to subsidize a project that will be competing. Mr. Kruger put his plan in front of the Council first, and Councilmember Tossey said he would support this project. Deputy City Administrator Nelson explained the Flaherty space is for 3,000 square feet of retail space. There is no formal agreement in place to indicate a restaurant will be included in that project. Discussion took place regarding the history of the Flaherty Collins project. Councilmember Backous noted the City has the first position on \$165,000 worth of equipment on this project. There is no collateral on the other potential project. Councilmember McGlone went on record noting the total value of the project is over \$800,000 and he didn't think this \$55,000 would make or break the project. He added the subsidy stays with the building owner if it fails and he felt the City was working against itself. Councilmember Elvig pointed out the EDA has a mission to bring jobs into the City with a formula. The City has already helped to fund one restaurant, which means it is competing against itself with any other restaurant. However, this would bring jobs. He asked that the EDA consider putting a policy in place in their next discussion.

Motion carried. Voting Yes: Acting Mayor Wise, Councilmembers Jeffrey, Elvig, Backous, and Tossey. Voting No: Councilmember McGlone. Absent: Mayor Ramsey.

7.02: Receive Economic Development Authority Recommendation in Regard to Name of Azurite Street in the Sunfish Lake Business Park

Senior Planner Gladhill reviewed the staff report.

Acting Mayor Wise stated he attended the meeting where this was discussed. He said he did not find anything that would support the position that changing the name of the street would change response time for police and fire.

Motion by Councilmember Backous, seconded by Councilmember Elvig, to make no change to the segment of Azurite Street in the Sunfish Lake Business Park

Motion carried. Voting Yes: Acting Mayor Wise, Councilmembers Backous, Elvig, Jeffrey, McGlone, and Tossey. Voting No: None. Absent: Mayor Ramsey.

7.03: Consider Design Revisions for City Project 11-21; Intersection Signalization at Armstrong and Bunker Lake Boulevards, and Associated Infrastructure Improvements to Serve the Legacy Christian Academy Development

Public Works Director Olson reviewed the staff report.

Acting Mayor Wise asked if there is a way to do this on a smaller scale.

Public Works Director Olson answered the amount of line that is buried can be reduced. This would be capitalizing on the relocation benefits, since they have to relocate anyway. He noted this is the time to bury the lines because of the construction. The total cost is \$152,000 with the savings.

Councilmember Elvig questioned whether this would have to be untrenched or handled again if an overpass goes through.

Mr. Olson responded he didn't think it would because there would be no reason to relocate the lines.

Councilmember Elvig inquired if there are any other conduits that should be put in the ground while the lines are being buried.

Public Works Director Olson explained Sunwood Drive has a large differential in elevation for the overpass, so any other conduit can be added as needed. He noted there is a difference in the cost to bury conduits. A resolution from the TIF would have to be granted to extend the budget. He said staff can research whether there is a conduit to put in on the east side while they are burying. He added there already is sewer underneath the other side of Armstrong Boulevard that will be extended to the north to Legacy Academy. There will be sewer on both sides of Armstrong Boulevard.

Motion by Councilmember Elvig, seconded by Councilmember Jeffrey, to Adopt Resolution #11-03-069 Approving the terms of an up to \$175,000 interfund loan (from PIR fund) in connection with Tax Increment Financing District #14 with the funds to be used to bury the existing private utilities in coordination with City project #11-21.

Motion carried. Voting Yes: Acting Mayor Wise, Councilmembers Elvig, Jeffrey, Backous, McGlone, and Tossey. Voting No: None. Absent: Mayor Ramsey.

7.04: Consider a Resolution to Appoint Board and Commission Members

Human Resources Representative Lasher reviewed the staff report.

Motion by Councilmember McGlone, seconded by Councilmember Tossey, to table this item to the next regularly scheduled Council meeting.

Further discussion: Councilmember Elvig suggested making a motion to authorize the appointments with the exception of leaving discussion open for a new EDA member. Councilmember McGlone stated he may want to change some positions on the list, and he thought the Mayor should be available for the discussion. Councilmember Jeffrey raised the issue that the Mayor wasn't able to attend the interviews, and it may not be necessary to wait for him for further discussion. Discussion took place on whether further discussion should wait until Mayor Ramsey can attend, and whether Mayor Ramsey would need to vote on the interviewees.

Motion failed. Voting Yes: Councilmember McGlone. Voting No: Acting Mayor Wise, Councilmembers Backous, Elvig, Jeffrey, McGlone, and Tossey. Absent: Mayor Ramsey.

Motion by Councilmember Elvig, seconded by Councilmember Jeffrey, to Adopt Resolution #11-03-010 to appoint the following board and commission members and to table the appointment to the EDA to the next regularly scheduled Council meeting:

<u>Name</u>	<u>Board or Commission</u>	<u>Term Dates</u>	<u>Length</u>
Jim Bendtsen	Board of Admin. Hearings	April 1, 2011 to March 31, 2015	4 Years
Based on disc.	Economic Dev. Authority	April 1, 2011 to March 31, 2017	6 Years
Jennifer Carlson	Environmental Policy Board	April 1, 2011 to March 31, 2015	4 Years
Trent Hassett	Environmental Policy Board	April 1, 2011 to March 31, 2015	4 Years
Michael Max	Environmental Policy Board	April 1, 2011 to March 31, 2015	4 Years
Bridgett Barr	Park and Rec. Commission	April 1, 2011 to March 31, 2015	4 Years
Andrew Fyten	Park and Rec. Commission	April 1, 2011 to March 31, 2015	4 Years
David Minke	Park and Rec. Commission	April 1, 2011 to March 31, 2015	4 Years
Richard Chubb	Park and Rec. Commission	April 1, 2011 to March 31, 2012	1 Year
Ralph Brauer	Planning/Bd. of Adj.	April 1, 2011 to March 31, 2015	4 Years
Joseph Field	Planning/Bd. of Adj.	April 1, 2011 to March 31, 2015	4 Years
Rob Schiller	Planning/Bd. of Adj.	April 1, 2011 to March 31, 2012	1 Year
Randy Bauer	Planning/Bd. of Adj.	April 1, 2011 to March 31, 2014	3 Years

Further discussion: Deputy City Administrator Nelson informed this item will be presented to Council on March 22, 2011. She said there are significant vacancies and starting orientation with newly elected officials will be helpful. Councilmember McGlone stated he has concerns with the rest of it and would like to make changes. City Attorney Goodrich noted the motion was moved by a majority, which prevails. Discussion took place regarding the candidates and how they were chosen.

Councilmember Elvig called the question to stop debate.

Voting Yes: Acting Mayor Wise, Councilmembers Elvig, Jeffrey, Backous, McGlone, and Tossey. Voting No. None. Absent: Mayor Ramsey.

Councilmember Elvig called the question for the motion.

Voting Yes: Acting Mayor Wise, Councilmembers Elvig, Backous, Jeffrey, McGlone, and Tossey. Voting No: None. Absent: Mayor Ramsey.

Motion by Councilmember Jeffrey, seconded to Councilmember Backous, to appoint Mr. Chris Riley to the EDA.

Motion failed. Voting Yes: Councilmembers Jeffrey, Backous, Elvig. Voting No: Acting Mayor Wise, Councilmembers McGlone, and Tossey. Absent: Mayor Ramsey.

Mr. Riley stated he considered himself to be a force to try to help businesses and retain business as well as attract new businesses and jobs. He apologized if he stepped on toes and requested support to be appointed to the EDA Committee.

7.05: Consider Support of Running Aces Harness Park Gaming Expansion

Deputy City Administrator Nelson reviewed the staff report.

Motion by Acting Mayor Wise, seconded by Councilmember Elvig, to Adopt Resolution #11-03-071 Supporting Running Aces Harness Park and Its Request to Permit Electronic Gaming Machines at its State Licensed and Regulated Gaming Facility.

Motion carried. Voting Yes: Acting Mayor Wise, Councilmembers Elvig, Backous, Jeffrey, McGlone, and Tossey. Voting No: None. Absent: Mayor Ramsey.

7.06: Consider Resolution in Support of Recommendations for Refurbishment of Coon Rapids Dam

Deputy City Administrator Nelson reviewed the staff report.

Acting Mayor Wise asked if this resolution is to benefit a shared resource.

Deputy City Administrator Nelson responded the City does benefit from the Coon Rapids Dam and the recreational pool. The City residents who live on the river can access those resources. The City does benefit directly by the dam being restored and maintained.

Motion by Councilmember Jeffrey, seconded by Councilmember Elvig to Adopt Resolution #11-03-072 in Support of the Recommendations for Refurbishment of the Coon Rapids Dam.

Further discussion: Councilmember Elvig stated the benefit for Ramsey is extreme. The benefit now is that the dam functions as a great barrier for the carp. Councilmember Backous agreed.

Motion carried. Voting Yes: Acting Mayor Wise, Councilmembers Jeffrey, Elvig, Backous, McGlone, and Tossey. Voting No: None. Absent: Mayor Ramsey.

7.07 Schedule Meeting and Review Agenda for Joint Meetings with Adjacent Cities and City Commissions (from Work Session)

Deputy City Administrator Nelson provided a brief overview. She asked the Councilmembers to identify items they would like on the agenda for joint City meetings.

Acting Mayor Wise questioned what progress has been made in working with other cities.

Public Works Director Olson responded the cities of Andover, Anoka, Nowthen and Anoka County collectively have been meeting with Ramsey. The City Administrators have met with the highway departments. A cost share policy has been discussed and how that relates to transportation issues. Another meeting is set up for this week Friday to discuss access spacing guidelines and how to move forward with a change in those policies.

Acting Mayor Wise asked if Ramsey has done any lobbying with State representatives on MnDOT and asked about their scoring.

Public Works Director Olson stated it is difficult to anticipate the scoring methodology from one solicitation to the next. Solicitation for Federal funds is through the Met Council and Transportation Advisory Board and Transportation Advisory Council. He noted different boards conduct the scoring.

Councilmember Tossey noted an item to bring up is the need for police services. Neighboring cities may not have a contract with nearby cities, which should be discussed.

Councilmember McGlone stated he was at a League of Minnesota Cities training last week and one of the Councilmembers for Nowthen expressed interest in exploring transportation solutions with Ramsey. They have some of the same issues.

Councilmember Elvig suggested long-term fresh water may be an issue. He proposed the Met Council should take this up as their issue, and since they haven't, the City should take it up regionally.

Deputy City Administrator Nelson asked if there were any issues regarding other Commissions that should be discussed.

Acting Mayor Wise noted communication between the HRA and EDC should happen regularly and all Boards should know how to work together with others.

8. MAYOR, COUNCIL AND STAFF INPUT

Home Improvement Show

Deputy City Administrator Nelson noted Saturday, March 19, 2011, is the annual Home Improvement Show from 9:00 a.m. to 3:00 p.m. at the Andover Community Center.

Mayors Prayer Breakfast

Deputy City Administrator Nelson stated the next Mayors' Breakfast is Friday, April 1, 2011, from 7:30 a.m. to 9:00 a.m. at Constance Evangelical Free Church in Andover.

Business & Environmental Expo

Deputy City Administrator Nelson noted the Business and Environmental Expo is on April 30, 2011, from 9:00 a.m. to 2:00 p.m. The Environmental Expo will be held at the Ramsey Municipal Center.

Ramsey Rotary Wine Tasting Fundraiser

Deputy City Administrator Nelson stated the Annual Fundraising Wine Tasting Event by the Rotary Club will be held on Thursday, March 24, 2011, from 6:00 to 9:00 at the Links at Northfork.

9. ADJOURNMENT

Motion by Councilmember Jeffrey, seconded by Acting Mayor Wise, to adjourn the meeting.

Motion carried.

The regular meeting of the City Council adjourned at 8:18 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Chris Moksnes
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a regular meeting on Tuesday, March 22, 2011. 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
Councilmember Colin McGlone
Councilmember Jason Tossey
Councilmember Jeffrey Wise

Members Absent: None

Also Present: City Administrator Kurtis Ulrich
Deputy City Administrator Heidi A. Nelson
Fire Chief Dean Kapler
Public Works Director Brian Olson
Senior Planner Timothy Gladhill
City Engineer Tim Himmer
Police Chief James Way
Parks Supervisor Mark Riverblood
City Attorney William Goodrich
Human Resources Representative Colleen Lasher
Planning Intern Patrick Brama
MN State Rep of the Government Finance Organization Darren Nelson
Isanti County Commissioner Alan Duff
Anoka County Commissioner Matt Look
County Attorney Tony Palumbo
Fridley Chief of Police Don Abbott

1. CALL TO ORDER

Mayor Ramsey called the regular meeting of the Ramsey City Council to order at 7:00 p.m., followed by the Pledge of Allegiance led by students from Elk River High School.

2. PRESENTATION

2.01 Presentation of Certificate of Achievement in Financial Reporting

Mr. Darren Nelson, Minnesota State Representative of the Government Finance Organization, presented the award to Finance Director Diana Lund.

3. CITIZEN INPUT

Mr. Alan Duff, Isanti County Commissioner and Candidate for the Conexus Board of Directors introduced himself and stated his intentions if elected to the Board.

4. APPROVE AGENDA

Mayor Ramsey noted Item 5.13 Authorize Credit Card Contract with RevTrak will be removed from the consent agenda and added as a regular agenda item as Item 7.6. Also, Item 7.7 Consider Televising the HRA Meetings will be added.

Motion by Councilmember Elvig, seconded by Councilmember Backous, to approve the agenda as amended.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Elvig, Backous, Jeffrey, McGlone, Tossey, and Wise. Voting No: None.

5. CONSENT AGENDA

Motion by Councilmember Elvig, seconded by Councilmember Tossey to approve the following items on the Consent Agenda:

- 5.01 Note the following commission and boards meeting minutes:
 - a. Planning Commission dated February 3, 2011
 - b. Environmental Policy Board dated February, 7, 2011
 - c. Economic Development Authority dated February 10, 2011
 - d. Economic Development Authority dated February 24, 2011
- 5.02 Approve Exemption for a Gambling License for the Knights of Columbus Council #14984 to Operate Bingo at the Church of St. Katharine Drexel
- 5.03 Approve Exemption for a Gambling License for the Isanti County Chapter of Minnesota Deer Hunters to Operate a Raffle at Game Fair
- 5.04 Approve License Applications
- 5.05 Approve the following City Council Meeting Minutes:
 - 1) January 18, 2011 City Council Work Session
 - 2) January 24 - 25, 2011 Strategic Planning Session
 - 3) February 1, 2011 Special City Council
 - 4) February 1, 2011 City Council Work Session

- 5.06 Approve Anoka County Connectivity Services Agreement for Broadband Services
- 5.07 Adopt Resolution #11-03-073 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of March 3, 2011 through March 16, 2011.
- 5.08 Adopt Resolution 11-03-074 Authorizing 1st Partial Payment to Dryden Excavating for IP 10-24 656W Drainage Outlet
- 5.09 Adopt Resolution 11-03-075 Authorizing Final Payment to New Look Contracting for IP 09-22 2009 Storm Sewer Projects
- 5.10 Adopt Resolution #11-03-076 Supporting Trail Grant Applications for Trails Along T.H. #47 and Co. Rd. #83
- 5.11 Approve Request Capital Funds from QCTV and Approve the Purchase of Equipment and Applications Utilizing QCTV Funds
- 5.12 Adopt Resolution #11-03-077 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) and Adopt Resolution #11-03-078 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) and Resolution #11-03-079 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)
- 5.13 ~~Authorize Credit Card Contract with RevTrak~~ **(Placed on Regular Agenda)**
- 5.14 Authorization to Seek Proposals for Abatement Services
- 5.15 Authorization to Seek Proposals for City Towing Services

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Elvig, Tossey, Backous, Jeffrey, McGlone and Wise. Voting No: None.

6. PUBLIC HEARING

None.

7. COUNCIL BUSINESS

7.01: Request Support for a County-Wide Integrated Public Safety Information System

Police Chief Way reviewed the staff report.

County Commissioner Matt Look stated he was present to ask for the Council's support as this project advances. This is a public safety project as identified by the County.

County Attorney Tony Palumbo, Chair of Joint Law Enforcement Council, reviewed the JLEC.

Fridley Chief of Police Don Abbott stated he is the Chair of the committee that is working on getting this project funded. He commented each discipline in Anoka County has its own system, and the systems do not communicate well. It would be beneficial to have one system in the County that all entities can put information into, and get information out of. He gave an example

of an emergency call and how it is handled through all disciplines. Currently, the information is transferred from digital to handwritten and vice versa. Anoka County has one of the highest error rates.

Councilmember Jeffrey stated he serves on JLEC and is in full support of this system.

Motion by Councilmember Jeffrey, seconded by Councilmember Backous, to adopt Resolution #11-03-080 showing support of a comprehensive shared public safety information system and legislative change to allow specific bonding authority for the project.

Further discussion: Councilmember Tossey questioned what records are currently kept. He further asked whether a Ramsey officer has record of a citation issued in Fridley, for instance. Police Chief Abbott responded records are shared among cities. Citations are shared, whereas, warnings are not. He said they do follow Chapter 13 of the statutes and only share information that is allowed. The new system would have protections built in to preserve confidentiality. Councilmember Elvig asked what this project would mean to the residents of Ramsey, or the City in terms of finances. Police Chief Abbott explained there is no money requested now. All that is requested now is support as they go to the legislature for the bond issue. He clarified on a \$200,000 property, there would be a tax impact of \$7 per year. It will be made clear to residents that it is a specific county wide public safety measure. Police Chief Abbott stated the vision for this project is to help our police and firefighters work smarter, faster, safer and better.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Jeffrey, Backous, Elvig, McGlone, Tossey, and Wise. Voting No: None.

7.02: Consider a Resolution to Appoint a Member to the Economic Development Authority or to Continue the Current Recruitment

Human Resources Representative Lasher reviewed the staff report.

City Attorney Goodrich advised the state statute guidelines are that until the Mayor makes an appointment, the Council has no ability to make a decision on this process, other than have an interview.

Councilmember Jeffrey explained every decision made by the EDA has to come to Council for a final decision. The HRA has independent spending authority, but the EDA spending goes through the Council.

City Attorney Goodrich clarified further that they are distinctly different bodies. When the EDA makes a decision, it does have to come to the Council for final approval. When the HRA makes a decision, it does not have to go through Council.

Mayor Ramsey stated he had just learned that he is to appoint a member to the EDA. He said he would like to request more applicants and interviews and will make a decision after that.

Councilmember Elvig said he was confused as to why there is a review process. He commented the Council as a body will not be interviewing.

City Attorney Goodrich explained the Council has to approve the Mayor's appointment, so the Council as a body would want to interview as well.

Mayor Ramsey stated he would like to review the policy on interviews at a future work session.

Motion by Mayor Ramsey, seconded by Councilmember Wise, to direct staff to continue the current recruitment specific to the EDA as described below:

- 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

Further discussion: Councilmember Wise suggested term limits on all commissions be discussed at a future work session. Councilmember Jeffrey announced he will not support the motion. He said at the last meeting, it was decided there would not be more interviews. He said there is a good candidate, who has been present at the meetings, and should be approved. Councilmember Elvig expressed his frustration at the process, though there is no reason not to support the Mayor's decision. Councilmember Tossey inquired whether the information regarding the process of the Mayor making the appointment was just discovered, as there had been discussions about the interviewees in the past. City Attorney Goodrich explained it was known all along that the Mayor is to make the appointment. Councilmember Backous expressed his frustration since many interviews had taken place. He requested that the election be based on the current interviewees. Mayor Ramsey stated he was out of town during the interviews and was not part of them so he is not prepared to make a decision at this point.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Wise, Elvig, McGlone, and Tossey. Voting No: Councilmembers Backous and Jeffrey.

7.03: Request for Waiver of Paving Requirements to Allow a Class V Parking Surface at 8110 Highway 10 NW; Case of Chad Lundquist

Senior Planner Gladhill reviewed the staff report.

Motion by Councilmember McGlone, seconded by Councilmember Jeffrey, to approve the waiver of paving requirements and request for a Class V parking surface as noted on the site plan.

Further discussion: Senior Planner Gladhill noted the property will have to go through a formal grading permit. Any questions will be addressed on the final review of the permit. Councilmember Elvig inquired if this gives more solid ground to enforce other issues on other

properties. Senior Planner Gladhill replied this is the first request the City has processed. Other properties have made the same request but have not brought forth information for a discussion. Councilmember Wise indicated that since the MnDOT's transportation plan has changed, the City should be more proactive on having the fronts of places along Highway 10 up to code, and give them more options for the use of the back of their property. Senior Planner Gladhill inquired if this property should be required to have a screen to shield the inoperable vehicles from view of adjacent property. Mayor Ramsey commented he would like them screened, but at the minimum, have the vehicles lined up to look better. Chad Lundquist, 8110 Highway 10 NW, property owner, stated he had a situation with a violation last July 9 and has had none since then. He admitted he did not allow for this amount of snow, which is unusual, and makes it more difficult to keep the property cleaned up. He noted there is natural screening on his property and the adjacent property has not had any complaints. Mr. Lundquist said he has driven around and witnessed inoperable vehicles on other properties that are not screened. Mayor Ramsey clarified that he did not intend to make a motion to require screening on his property, but he would like to see it more organized.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers McGlone, Jeffrey, Backous, Elvig, Tossey, and Wise. Voting No: None.

7.04: 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

Senior Planner Gladhill reviewed the staff report. He acknowledged rumors about forced City sewer and water hookup, and issues with taxes. He explained the Charter protects citizens from forced City sewer and water. In terms of impact to taxes, that is a focus of market conditions.

Mayor Ramsey invited citizens to speak.

Lonnie Gray, 17530 Nowthen Boulevard, stated the initial concerns were the economic implications due to taxes, though much of this has already been clarified. He sought clarification on the ultimate implications to move from rural zoning to residential zoning and questioned why this is being done. He pointed out there is an individual that has a lot of acreage and wants to sell some and asked if it would be better to grant that individual a variance to divide his land rather than rezone everyone's property. Mr. Gray stated he is concerned about the wetlands behind his home. He stated many residents did not receive proper notification; many were unaware of what was going on. He requested a continuance so residents can understand the implications.

Senior Planner Gladhill explained this is part of an intense process driven by the residents. He explained the notification system that was used and indicated that natural resources will be protected. He added the City is working with the individual that would like to sell some property and no rezoning has been done with that area.

Mayor Ramsey indicated he was part of this process before becoming the Mayor. He explained that because it is being reclassified does not mean it will develop. It is an opportunity for those landowners to develop.

Mr. Gray commented there are a lot of residents whose properties are not amenable to develop. He asked that these properties be excluded from the zoning.

Mayor Ramsey explained if property is not durable for development, it would not be developed. However, if neighboring property is feasible, it could be developed.

Phil Lattero, 17540 Nowthen Boulevard, said he did not know about this issue until a couple of weeks ago. He expressed concern regarding his property taxes and said he was pleased to hear the information presented tonight.

Motion by Mayor Ramsey, seconded by Councilmember Jeffrey, to introduce an Ordinance to amend Section 117-90 "Map" of Chapter 117 of the Ramsey City Code related to the 2030 Comprehensive Plan.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Jeffrey, Elvig, Backous, McGlone, Tossey, and Wise. Voting No: None.

7.05: Introduce Ordinance to Amend City Code Section 117-118 (Town Center) of the Ramsey City Code; Case of City of Ramsey

Senior Planner Gladhill reviewed the staff report.

Motion by Councilmember Wise, seconded by Councilmember Tossey, to introduce an Ordinance to amend City Code Section 117-118 (Town Center) of the Ramsey City Code.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Wise, Tossey, Backous, Elvig, Jeffrey, and McGlone. Voting No: None.

7.06: Authorize Credit Card Contract with RevTrak

Finance Director Lund reviewed the report.

Motion by Mayor Ramsey, seconded by Councilmember Jeffrey, to authorize a contract for credit card services with RevTrak, based on the City Attorney's review of the contract.

Further discussion: Councilmember Wise raised the point that there is an expense to the City by taking credit cards, but this is alleviated by the fact that the City will capture funds it wouldn't otherwise have gotten quickly. Mayor Ramsey explained the citizens will be able to pay City utility bills online. Councilmember Jeffrey pointed out the information is secure. The Council discussed security measures at length and the City will not hold any confidential information. City Administrator Ulrich noted this service will not apply only to utilities; there will be other uses as well.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Jeffrey, Backous, Elvig, McGlone, Tossey, and Wise. Voting No: None.

7.07: Discussion and Vote on Whether to Televis HRA Meetings

Mayor Ramsey explained the Council has discussed whether the HRA meetings can be televised. This issue is brought forward tonight to ask the Council to vote on whether these meetings can be televised starting tonight and moving forward.

Motion by Councilmember Elvig, seconded by Councilmember Jeffrey, to approve televising HRA meetings held after the regular Council meetings.

Further discussion: Councilmember Jeffrey explained that the Councilmembers form the body of the HRA. He is the Chair and supports televising these meetings. Mayor Ramsey warned that many of the items to be discussed are confidential, and those items will be scheduled for later in the agenda so the meeting can be closed.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Elvig, Jeffrey, Backous, McGlone, Tossey, and Wise. Voting No: None.

8. MAYOR, COUNCIL AND STAFF INPUT

Planning Intern

Mayor Ramsey introduced the new Planning Intern, Patrick Brama.

Census Data

Mayor Ramsey reviewed the new census data, noting that Anoka is the fastest growing county in Minnesota, and Ramsey is the second fastest growing city in the County.

Local Government Officials Meeting

City Administrator Ulrich said the Government Officials meeting is Wednesday, March 30.

Mayors Prayer Breakfast

City Administrator Ulrich stated the Mayor's Prayer Breakfast is Friday, April 1, and will support Youth First.

HRA Goals Discussion

Councilmember Elvig indicated the City Council wears a different "hat" than the Housing and Redevelopment Authority (HRA), which is the development entity of the City. He requested a conversation of what the HRA's goals and what it wants to accomplish. He said he would like to know if the goals of the Council are the same.

Mayor Ramsey responded it was a big step for the HRA to purchase the property. This would not have been his first choice for the City to engage in this project, but in the state it was in, it

was the only choice and there are exit strategies. He said there is nothing he would deviate from what has been done so far.

9. ADJOURNMENT

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

Motion carried.

The regular meeting of the City Council adjourned at 8:36 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Chris Moksnes
TimeSaver Off Site Secretarial, Inc.

CC Regular Session**Item #: 5.3.****Date: 04/12/2011****By:** Jo Thieling
Administrative Services

Information**Title:**

Reschedule May 24, 2011 Regular City Council Meeting

Background:

The annual International Conference of Shopping Centers, held in Las Vegas, is scheduled for the week of May 23. Mayor Ramsey, Councilmembers Elvig, McGlone and Wise, along with City Administrator Ulrich and Deputy City Administrator Nelson will be attending such conference. Therefore, the regular City Council meeting of May 24 would have to be rescheduled due to lack of a quorum. Staff is suggesting rescheduling the meeting to the following Tuesday, which is May 31.

Council Action:

Motion to reschedule the Council meeting night of Tuesday, May 24, 2011 to Tuesday, May 31, 2011.

Form Review**Inbox**

Kurt Ulrich

Form Started By: Jo Thieling

Final Approval Date: 03/31/2011

Reviewed By

Kurt Ulrich

Date

03/31/2011 04:24 PM

Started On: 03/28/2011 11:14 AM

Date: 04/12/2011

By: Diana Lund
Finance

Information

Title:

Approval for Exemption for a Gambling License for Greyhound Pets of America - Minnesota

Background:

The attached application is from Greyhound Pets of America - Minnesota for exemption from a lawful gambling license to hold a fundraising raffle at King's Ranch on May 21. The Greyhound Pets of America - Minnesota 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 Greyhound Pets of America – Minnesota to hold a raffle at King's Ranch on May 21, 2011.

Council Action:

Motion to recommend Council approve the exemption from a lawful gambling license for The Greyhound Pets of America - Minnesota to hold a raffle at King's Ranch on May 21, 2011 and authorize staff to submit a letter to the Gambling Control Board stating approval.

Attachments

Application for Exempt Permit-Greyhound Pets of America

Form Review

Inbox

Kurt Ulrich

Form Started By: Diana Lund

Final Approval Date: 04/07/2011

Reviewed By

Kurt Ulrich

Date

04/07/2011 03:20 PM

Started On: 04/06/2011 09:45 AM

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

ORGANIZATION INFORMATION				Check # <u>37726</u>	\$ <u>50</u>
Organization name Greyhound Pets of America Minnesota				Previous gambling permit number X-92430	
Minnesota tax ID number, if any 9147961		Federal employer ID number, if any 41-1847511			
Type of nonprofit organization. Check one. ☐ Fraternal ☐ Religious ☐ Veterans ☒ Other nonprofit organization					
Mailing address 6553 Meadowlark Lane N.		City Maple Grove		State MN	Zip Code 55369
				County Hennepin	
Name of chief executive officer (CEO) Lisa Quast		Daytime phone number 612-743-8968		Email address lquast@memsi.com	
Attach a copy of ONE of the following for proof of nonprofit status.					
Do not attach a sales tax exempt status or federal employer ID number 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 <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.					
GAMBLING PREMISES INFORMATION					
Name of premises where gambling activity will be conducted. For raffles, list the site where the drawing will take place. King's Ranch					
Address (do not use PO box) 17151 Baugh St. NW		City or township Ramsey		Zip Code 55303	County Anoka
Date(s) of activity (for raffles, indicate the date of the drawing) May 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. To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors, or call 651-639-4000.					

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 _____

On behalf of the city, I acknowledge this application.
Signature of city personnel receiving application

Donna R...
Title Finance Director Date 4/5/11

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 personnel receiving application

Title _____ Date _____

(Optional) TOWNSHIP: On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the 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

Print form and have CEO sign

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 *Lisa D...* Date 4/5/11

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.

Questions?

Call the Licensing Section of the Gambling Control Board at 651-639-4000.

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; 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.

Reset Form

CC Regular Session**Item #: 5.5.****Date: 04/12/2011****By:** Tim Himmer
Engineering/Public Works

Information**Title:**

Acceptance of plans and specifications, and authorization to bid City project #09-25; Dysprosium Street improvements

Background:

Council approved the reconstruction of Dysprosium Street NW on May 11, 2010. This project included a reduced pavement width, sidewalks, parking bump-outs, boulevard trees, and lighting. Staff has received plan review comments from MnDOT, with only minor revisions. It is anticipated that plan revisions can be made in about 1-2 weeks, and then the project will be ready for bidding.

Recommendation:

Staff recommends approval from the City Council to authorize the project for bid. Once bids are secured we will be coming back to the Council for authorization to award a contract.

Form Review**Inbox**

Brian Olson

Kurt Ulrich

Form Started By: Tim Himmer

Final Approval Date: 04/07/2011

Reviewed By

Brian Olson

Kurt Ulrich

Date

04/05/2011 01:54 PM

04/07/2011 03:07 PM

Started On: 04/04/2011 02:08 PM

Date: 04/12/2011

By: Chris Anderson
Community Development

Information

Title:

Request for an Amendment to the Conditional Use Permit to Operate a Religious Institution in the R-1 Residential District (Rural Developing) Located at 5730 179th Lane NW; Case of Cross of Hope Lutheran Church

Background:

On January 25, 2011, the Ramsey City Council approved a Conditional Use Permit (CUP) for Cross of Hope Church to operate a religious institution on a residentially zoned property. Term #5 of the approved CUP specified that no external activities, other than vehicles coming to and from the property, shall occur before 6:00 a.m. or after 8:00 p.m.

On March 17, 2011, City Staff received a letter from Pastor Fred Hanson with Cross of Hope Church requesting that this term be amended to a later time in the evening. Per Pastor Hanson's correspondence, it is not uncommon for kids to be outside, especially during warmer months, playing games and/or enjoying a recreational fire beyond 8:00 p.m. and he didn't want that to create any potential difficulties with the CUP.

Notification:

Observations:

The term in the approved CUP was intended to address larger, organized events; not to prevent what would generally be perceived as typical uses commonly occurring in residential neighborhoods. Additionally, all external activities on the property would still be subject to the regulations in City Code Chapter 30 (Nuisances) related to noise. Furthermore, organized events that may employ the use of amplified sound (music) or larger gatherings would be subject to a special event permit as well.

Recommendation:

City Staff recommends amending term #5 of the CUP to allow for external activities on the property to occur between the hours of 6:00 a.m. and 11:00 p.m.

Funding Source:

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

Council Action:

Motion to adopt Resolution #____ amending the terms of the conditional use permit relating to the operation of a religious institution in the R-1 Residential district to allow external activities to occur on the property between the hours of 6:00 a.m. and 11:00 p.m.

-or-

Motion to deny the requested amendment to the conditional use permit.

Attachments

March 15, 2011 Letter from Cross of Hope

Resolution for Amdended Conditional Use Permit

Form Review

Inbox

Tim Gladhill

Aaron Backman

Kurt Ulrich

Form Started By: Chris Anderson

Final Approval Date: 03/31/2011

Reviewed By

Tim Gladhill

Aaron Backman

Kurt Ulrich

Date

03/29/2011 08:41 AM

03/29/2011 10:09 AM

03/31/2011 04:24 PM

Started On: 03/22/2011



5730 179th Lane NW
Ramsey, MN 55303
763-753-2057
Pastor Fred Hanson

March 16, 2011

City of Ramsey
Attention: Tim Gladhill
Senior Planner
7550 Sunwood Dr NW
Ramsey, MN 55303

Re: Request for Conditional Use Permit

Dear Mr. Gladhill:

After reviewing the information sent us by JoAnn Shaw, Community Development Secretary; we are concerned about item #5 on the resolution #11-01-033 that was voted on January 25, 2011. It states that no external activities, other than vehicles entering and exiting the Subject Property, may occur prior to 6:00 a.m. and after 8:00 p.m., unless otherwise provided through permitting or licensing under applicable City Code. Our concern is the activity that our youth do here at Cross of Hope. We are requesting that the 8:00 p.m. time be extended to 11:00 p.m. They play games outside and have recreational fires in the evenings especially in the warmer months.

God's Blessings,

A handwritten signature in blue ink, appearing to read "Pastor Fred Hanson".

Pastor Fred Hanson
Cross of Hope Lutheran Church
Ramsey, MN 55303

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #11-04-__

A RESOLUTION AMENDING THE TERMS OF A CONDITIONAL USE PERMIT RELATED TO THE OPERATION OF A RELIGIOUS INSTITUTION IN THE R-1 RESIDENTIAL DISTRICT

WHEREAS, Cross of Hope Lutheran Church (the “Permittee”) has properly applied for a Conditional Use Permit (the “Permit”) to operate a church on the property generally known as 5730 179th Lane NW, and legally described as:

The west 10 acres of the east 20 acres of Lot 1 Auditors Subdivision No. 27, except part platted as Garden of Hope, also except road, subject to easement of record, Anoka County, Minnesota

-and-

The east 10 acres of Lot 1 Auditors Subdivision No. 27, subject to easement of record, Anoka County, Minnesota

-Or upon recording-

Lot 1, Block 1, Cross of Hope Addition

(the “Subject Property”); and

WHEREAS, the Planning Commission met on November 4, 2010 and conducted a public hearing and recommended City Council approve the request.

WHEREAS, on January 25, 2011, the Ramsey City Council adopted resolution #11-01-033, which approved the issuance of the Permit to Cross of Hope Lutheran Church.

WHEREAS, the City of Ramsey received a letter from Cross of Hope Lutheran Church, dated March 15, 2011, requesting that Term #5 of the Permit be amended to allow external activities on the property between the hours of 6:00 a.m. and 11:00 p.m.

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

1. That this **Permit** shall be perpetual in its duration so long as the conditions imposed herein are complied with.
2. That the permitted uses on the site shall be limited to a religious institution and its associated activities.
3. That this **Permit** shall remain in effect for all of the **Subject Property**. The ability to expand the site operation shall exempt the **Permittee** from requiring **Permit**

amendments for expansions of the church facility. The **Permittee** shall not be exempted from meeting any other applicable City Code and Building Code requirements including, but not limited to, site plan and building permit review.

4. That, with regard to the site plan and minor plat applications, the B-1 Business standards shall be utilized in reviewing the application.
5. That no external activities, other than vehicles entering and exiting the **Subject Property**, may occur prior to 6:00 a.m. and after 11:00 p.m., unless otherwise provided through permitting or licensing under applicable City Code. All external activities, regardless of when they occur, shall be subject to the nuisance regulations in City Code.
6. That the **Permittee** shall be responsible for all City costs incurred in administering and enforcing this **Permit**.
7. The City of Ramsey (the “City”) shall have the right to inspect the premises for compliance and safety purposes annually or at any time, upon reasonable request. In the event the **Permittee** is determined to be in violation of any of the conditions set forth herein, the **City** shall give the **Permittee** written notice of the violation. The **Permittee** shall be given 30 days to correct the violation and submit a written response to the notice.

The motion for the adoption of the foregoing resolution as 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 12th day of April, 2011.

CC Regular Session**Item #: 5. 7.****Date: 04/12/2011****By:** Brian Olson
Engineering/Public Works

Information**Title:**

Consider agreement for online auction services

Background:

At the March 29th City Council work session, the City Council gave direction to negotiate with Curt Werner, owner of Bid 2 Buy. Attached is the contract that we would utilize to sell equipment prior to demolition of the building located at 7157 Highway 10 (Old Holiday Station) and 14550 Armstrong Boulevard (Old Oasis market). It identifies that there is a 25 % sellers fee and a 10% seller fee as well as a \$250 marketing fee that will come off of the top of any proceeds. A note was negotiated that says that, in the event that there are no proceeds then there will not be any payment made to seller.

The schedule for this step in the process is in draft form but is expected to be as follows:

Authorization to sign online auction agreement	April 15, 2011
Post it on the online calendar	April 22, 2011
Run the online auction	April 25-May 10, 2011
Removal of items	May 7-May 20, 2011
Send request for quotes for demolition	May 20, 2011
Receive quotes	May 26, 2011
Begin demolition after 10 day permit requirement	June 7, 2011

Recommendation:

Authorize Staff to sign the attached agreement for online bidding

Council Action:

Motion by City Council to authorize the Director of Public Works / Principal City Engineer to sign the attached agreement for online bidding services.

Attachmentsagreement**Form Review****Inbox**

Kurt Ulrich

Brian Olson

Form Started By: Brian Olson

Final Approval Date: 04/05/2011

Reviewed By

Amy Dietl

Brian Olson

Date

04/05/2011 01:42 PM

04/05/2011 01:52 PM

Started On: 04/05/2011 08:35 AM

WERNER AUCTION GROUP CONTRACT

This agreement entered into by and between Werner Auction Group Inc. and Bid-2-Buy, hereinafter referred to as Auctioneer, and
City of Ramsey hereinafter referred to as Seller.

For and in consideration of the services to be performed by the Auctioneer, the undersigned Seller of the property hereinafter described, hereby employs and grants the Auctioneer the exclusive right to sell the following described property: (Or see Addendum)

Items at 7157 Highway 10 (Old Holiday Station), 14550 Armstrong Boulevard (Old Oasis market)

The right to sell specifically includes the right to sell the above-described property at public online auction to the highest bidder(s) on the premises on or about TBD, or up to sixty days after said approximate date. Seller warrants and represents to the Auctioneer that Seller owns, has full authority and lawful power to sell and shall deliver title to the above described property, free of all claims, encumbrances, or indebtedness, and that said property can be auctioned without violation of any Federal, state or other regulations.

Seller agrees to pay set up fee 0 and advertising fee up to 250 only if the proceeds to Seller are in excess of this amount..

THE AUCTIONEER SHALL:

1. Sell said property, using his professional skill, knowledge and experience to the best advantage of both parties in preparing and conducting the auction.
2. Keep accurate records of the sale and permit the Seller to examine same.
3. Receive as compensation for conducting auction 25 per cent or see Addendums. A 10 per cent buyer's fee will be charged on all items sold.
4. Clean, setup, handle checkout during and after the auction up to 1 days after the auction.
5. Arrange for electricians, refrigeration specialists, plumbers, etc. necessary for the removal of equipment.
6. Payment will be made to seller 14 business days after final pickup and payment date.

THE SELLER SHALL:

1. Maintain and provide premises in which said property is located and furnish light, water, license, personal and public liability insurance, and building and property insurance.
2. Not sell, dispose of or otherwise withdraw from said auction any part of the said property or refuse to submit said property or any part thereof.
3. Not interfere, prevent or prohibit Auctioneer, in any manner, prior to or during the auction, from carrying out his duties, and obligation of this agreement.
4. In the event of breach of covenants contained herein, pay the auctioneer as liquidating damages all advertising and other expenses incurred, and a commission of ten percent of the value of said property.
5. Pay for electricians, refrigeration specialists, plumbers, etc. necessary for the removal of equipment.
6. Has the right to sell items, and list party(s) who may have a legal interest in items.

Nothing herein contained shall be construed to or constitute the parties hereto as partners.

Auctioneer shall not be responsible for enforcing the agreement of any buyer for property, by civil action or otherwise. Where property is sold but not delivered, as where a buyer refuses to pay for the property, Auctioneer may hold the property and wait for the Seller's instructions, the risk of loss of such property being borne entirely by Seller and being subject to reasonable charges for storage by Seller; or Auctioneer may cancel the sale and resell the property to a second buyer. Seller retains security interests until buyers check or charge clears the bank.

Seller agrees to hold harmless and to indemnify the Auctioneer against any and all claims to any nature resulting from any breach of contract by Seller of any covenant, provision or agreement of this contract.

Auctioneer agrees to hold harmless and to indemnify the Seller against any and all claims to any nature resulting from any breach of contract by Auctioneer of any covenant, provision or agreement of this contract.

In the event that the goods at auction are fixtures, Seller agrees and covenants to be solely responsible to remove said fixtures for sale or in the alternative agrees to be solely responsible for any damage to any property as a result of the removal of the fixtures for sale under this contract.

This agreement shall bind and insure to the benefit of the Parties hereto and there respective heirs, executors, administrators and assigns.

Signed this _____ of _____ 2011

County: _____

Seller: _____

Seller: _____

Auctioneer: _____

Bid-2-Buy Auction Contract Page 2

Seller(s) _____ City Of Ramsey _____

Seller to List any Liens, Loans or State and or Federal Tax Obligations on Items to be sold.

None _____ Yes _____

If Yes, List Of Banks or Other Institutions

- 1.
- 2.
- 3.
- 4.

Seller agrees to sell property with Werner Auction Group INC. and Bid-2-Buy.com, the auction will be online and will be conducted with terms listed in the Auction Contract. Seller(s) understand that the internet is a sensitive environment and shall hold **all auction companies and Bid-2 buy.com harmless** if servers or internet systems are disrupted during an auction. Under the buyer and seller terms the auction companies shall have the right to restart or resell the items that are effected.

Signed this _____ of _____ 2011

County:

Auctioneer or Bid2buy Representative: _____

: _____

Seller: _____

CC Regular Session**Item #: 5.8.****Date: 04/12/2011****By:** Jackie Lipski
Finance

Information**Title:**

Adopt Resolution #11-04-XXX Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of March 17, 2011 through April 6, 2011

AttachmentsBillslist 4-12-2011Bills Resolution**Form Review****Inbox**

Diana Lund

Kurt Ulrich

Form Started By: Jackie Lipski

Final Approval Date: 04/07/2011

Reviewed By

Diana Lund

Kurt Ulrich

Date

04/06/2011 10:24 AM

04/07/2011 03:20 PM

Started On: 04/06/2011 10:17 AM

RAMSEY CITY COUNCIL MEETING 4/12/2011 BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:

SUBMITTED FOR APPROVAL

Purchase Journal:

Prepays 3/17/11-4/6/11

319,370.22

Accounts Payable 3/17/11-4/6/11

206,823.17

Payroll 3/17/11 and 3/31/11

255,810.56

TOTAL SUBMITTED FOR APPROVAL THIS MEETING

\$ 782,003.95

	APPROVED PREV. MTG	2011 Y.T.D.
<u>DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:</u>		
NET PAYROLL TOTAL	\$ 125,714.78	\$ 681,556.53
- CORRECTION TO PAYROLL		
PREPAIDS	222,554.74	1,097,061.64
- PREPAID ADJUSTMENTS		
WIRE TRANSFERS FOR DEBT SERVICE	144,715.00	446,793.75
- CORRECTION TO D.S.		
ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
- BILLS LIST SUBMITTED	146,514.18	1,073,422.42
ADD (DELETE) BILLS LIST SUBMITTED		
PAY ESTIMATE(S)	34,525.24	113,170.61
- CHECKS VOIDED	0.00	0.00

TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED

\$ 674,023.94

\$ 3,412,004.95

Council Check Register

3/17/2011 -- 12/31/2011

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
85102	3/17/2011		100055 ANOKA TECHNICAL COLLEGE							
		150.00	1 TABLE FOR ANNUAL FUNDRAISER		56603	031411	0111.6249		MISCELLANEOUS OPERATING SUPPLYMAYOR AND COUNCIL	
		150.00								
85103	3/17/2011		109424 AT AND T MOBILITY							
		51.89	MARCH 2011 BILLING		56604	876463844X03112 011	0301.6323		CELLULAR PHONES	ENGINEERING
		51.89								
85104	3/17/2011		100404 QWEST							
		305.50	MARCH 11 BILLING		56605	612 E34-0544 018MAR11	0192.6321		TELEPHONE	DATA PROCESSING
		305.50	MARCH 11 BILLING		56606	612 E34-0550 637MAR11	0192.6321		TELEPHONE	DATA PROCESSING
		305.50	MARCH 11 BILLING		56607	612 E34-0549 596MAR11	0192.6321		TELEPHONE	DATA PROCESSING
		65.35	MARCH 11 BILLING		56608	763-422-1452 795MAR11	0452.6321		TELEPHONE	PARK & RECREATION
		981.85								
85105	3/17/2011		100413 RANDALL AND GOODRICH, P L C							
		2,957.00	2011 PROSECUTION BILLING		56609	031511	0161.6304		LEGAL FEES	LEGAL
		2,957.00								
85106	3/17/2011		105628 WELLS CATERING SERVICE							
		228.71	MEETING 9-14-2010		56613	23271	0111.6249		MISCELLANEOUS OPERATING SUPPLYMAYOR AND COUNCIL	
		228.71								
85107	3/17/2011		112515 WSB AND ASSOCIATES INC							
		28,463.00	SERVICES THROUGH JAN 2011		56611	1	9494.6530	00201121	IMPROVEMENTS OTHER THAN BLDS	ARMSTRONG/BUNKER PROJ 11-21
		28,463.00								
85108	3/17/2011		107962 GENESIS EMPLOYEE BENEFITS							
		4,107.75			56545	0316119081511	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		4,107.75								
85109	3/17/2011		100257 LAW ENFORCEMENT LABOR SRV INC							
		420.00			56332	030211915002	9101.2177		UNION DUES	GENERAL FUND
		420.00			56548	031611908152	9101.2177		UNION DUES	GENERAL FUND
		840.00								
85110	3/17/2011		100298 MN AFSCME COUNCIL 5							

3/17/2011 - 12/31/2011

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
		535.50			56333	030211915003	9101.2177		UNION DUES	GENERAL FUND
		520.19			56549	031611908153	9101.2177		UNION DUES	GENERAL FUND
		1,055.69								
85111	3/22/2011		111610 A DYNAMIC DOOR CO. INC.							
		542.64	GARAGE DOOR REPAIR		56654	21011181	0311.6259		BUILDING MAINT/REPAIR SUPPLIES	STREET MAINTENANCE
		1,015.00	GARAGE DOOR REPAIR		56654	21011181	0311.6381		BUILDING & STRUCTURE REPAIR	STREET MAINTENANCE
		195.05	GARAGE DOOR REPAIR		56655	21011024	0311.6259		BUILDING MAINT/REPAIR SUPPLIES	STREET MAINTENANCE
		710.00	GARAGE DOOR REPAIR		56655	21011024	0311.6381		BUILDING & STRUCTURE REPAIR	STREET MAINTENANCE
		2,462.69								
85112	3/22/2011		100012 ACE SOLID WASTE INC							
		25.88	RECYCLE/TRASH		56656	0008265124	9605.6374		REFUSE/RECYCLING	STORM WATER UTILITY
		25.89	RECYCLE/TRASH		56656	0008265124	9601.6374		REFUSE/RECYCLING	WATER FUND
		25.89	RECYCLE/TRASH		56656	0008265124	9602.6374		REFUSE/RECYCLING	SEWER FUND
		77.66	RECYCLE/TRASH		56656	0008265124	0311.6374		REFUSE/RECYCLING	STREET MAINTENANCE
		82.93	RECYCLE/TRASH		56656	0008265124	0452.6374		REFUSE/RECYCLING	PARK & RECREATION
		166.47	RECYCLE/TRASH		56656	0008265124	0194.6374		REFUSE/RECYCLING	GENERAL GOVERNMENT BUILDINGS
		404.72								
85113	3/22/2011		111377 ANOKA MUNICIPAL UTILITY							
		78.02	RAMSEY STREET LIGHTS		56650	22-990005-01MAR 11	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		31.15	BUNKER LK BLVD & DYSP		56651	22-612000-01MAR 11	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		21.28	14120 ST FRANCIS BLVD		56652	22-612060-01MAR 11	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		117.70	CTY RD 116 & HWY 47-SIGNAL		56653	22-613120-01MAR 11	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		248.15								
85114	3/22/2011		100297 CENTERPOINT ENERGY							
		278.56	14515 E TOWN CENTER DR		56657	8782239-1	9601.6373		GAS	WATER FUND
		12.83	7167 HIGHWAY 10		56658	8144797-1FEB11	9410.6373	00041009	GAS	RALF FUNDED PROJECTS
		422.56	FEB 11 BILLING 6701 HWY 10		56659	6011580-5FEB11	9410.6373	00041012	GAS	RALF FUNDED PROJECTS
		12.83	14550 ARMSTRONG BLVD		56660	8502405-7FEB11	9410.6373		GAS	RALF FUNDED PROJECTS
		16.56	14556 ARMSTRONG BLVD		56661	8502400-8FEB11	9204.6373		GAS	TAX INCREMENT DISTRICT #4
		743.34								
85115	3/22/2011		110734 CITY OF RAMSEY							
		190.59	ACCT 719998		56662	032211	9601.4651		WATER REVENUE	WATER FUND
		477.32	ACCT 696256705		56662	032211	9601.4651		WATER REVENUE	WATER FUND

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
		667.91								
85116	3/22/2011		106739 DEPENDABLE INDOOR AIR QUALITY							
		935.00	REPAIR HEATING SYSTEM		56663	028241	0311.6381		BUILDING & STRUCTURE REPAIR	STREET MAINTENANCE
		935.00								
85117	3/22/2011		107962 GENESIS EMPLOYEE BENEFITS							
		47.20	FLEX/VEBA FEES FEB 11		56664	12350	0130.6315		MISCELLANEOUS PROFESSIONAL SERADMINISTRATION	
		240.80	FLEX/VEBA FEES FEB 11		56664	12350	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		288.00								
85118	3/22/2011		110386 HEALTH PARTNERS							
		107.52	EMPL ASST PROGRAM		56665	W87800	9101.6315		MISCELLANEOUS PROFESSIONAL SERGENERAL FUND	
		107.52								
85119	3/22/2011		108039 MPLS ST PAUL BUSINESS JOURNAL							
		95.00	SUBSCRIPTION TO BUSINESS JOURN		56666	032111	0191.6452		SUBSCRIPTIONS	PLANNING & ZONING
		95.00								
85120	3/22/2011		100678 PETTY CASH							
		6.95	LUNCH AT TRAINING		56667	031811	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		7.00	BREAKFAST AT TRAINING		56667	031811	0301.6335		TRAINING	ENGINEERING
		8.23	LUNCH AT TRAINING		56667	031811	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		8.36	LUNCH AT TRAINING		56667	031811	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		11.27	SNACKS FOR COUNCIL		56667	031811	0111.6249		MISCELLANEOUS OPERATING SUPPLYMAYOR AND COUNCIL	
		16.07	PHONE SWITCHING		56667	031811	0301.6249		MISCELLANEOUS OPERATING SUPPLYENGINEERING	
		57.88								
85121	3/22/2011		106638 UNIQUE PAVING MATERIALS CORPOR							
		176.34	WINTER MIX		56668	211167	0311.6265		ASPHALT	STREET MAINTENANCE
		192.38	WINTER MIX		56669	211169	0311.6265		ASPHALT	STREET MAINTENANCE
		133.59	WINTER MIX		56670	211224	0311.6265		ASPHALT	STREET MAINTENANCE
		502.31								
85122	3/22/2011		100539 WRIGHT TIRE SERVICE INC							
		271.42	2 TIRES		56672	057280	0194.6257		OTHER VEHICLE PARTS	GENERAL GOVERNMENT BUILDINGS
		271.42								
85123	3/22/2011		101257 YOUTH FIRST							
		270.00	2 TABLES-MAYORS BREAKFAST		56671	031611	0111.6249		MISCELLANEOUS OPERATING SUPPLYMAYOR AND COUNCIL	
		270.00								

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
85214	3/30/2011		100297 CENTERPOINT ENERGY							
		5,247.84	FEB 11 7550 SUNWOOD DR		56706	6702493-5FEB11	0194.6373		GAS	GENERAL GOVERNMENT BUILDINGS
		5,247.84								
85215	3/30/2011		110734 CITY OF RAMSEY							
		10.90	ACCT 720751		56707	032911	9601.4651		WATER REVENUE	WATER FUND
		50.00	ACCT 718192		56707	032911	9601.4651		WATER REVENUE	WATER FUND
		61.52	ACCT 589616913		56707	032911	9601.4651		WATER REVENUE	WATER FUND
		122.42								
85220	3/30/2011		100116 CONNEXUS ENERGY							
		5.34	9015 175TH LN SIREN 1		56708	444930-300439MA R11	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	16855 NUTRIA SIREN 2		56709	444930-300441MA R11	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	7615 173RD AVE SIREN 3		56710	444930-300442MA R11	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	6501 GR VALLEY RD SIREN 4		56711	444930-300443MA R11	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	17201 ST FRANCIS SIREN 5		56712	444930-300444MA R11	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	5254 179TH LN SIREN 6		56713	444930-300446MA R11	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	16045 ANDRIE SIREN 7		56714	444930-300462MA R11	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	7925 161ST AVE SIREN 8		56715	444930-300463MA R11	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	16621 NOWTHEN SIREN 9		56716	444930-300464MA R11	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	5760 164TH AVE SIREN 10		56717	444930-300465MA R11	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	14900 PUMA SIREN 11		56718	444930-300466MA R11	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	6280 153RD AVE SIREN 13		56719	444930-300468MA R11	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	7220 152ND LN SIREN 12		56720	444930-300467MA R11	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	5201 155TH LN SIREN 14		56721	444930-300471MA R11	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	7655 HWY 10 SIREN 15		56722	444930-300472MA R11	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		5.34	6400 BUNKER LK SIREN 16		56723	444930-300474MA	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
		5.34	14501 NOWTHEN SIREN 17		56724	R11 444930-300475MA	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		107.34	STREET LIGHTS		56725	R11 444931-259563MA	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		32.47	6600 SUNWOOD DR		56726	R11 444931-272293MA	9601.6371		ELECTRIC UTILITIES	WATER FUND
		3,900.41	STREET LIGHTS		56727	R11 444931-173581MA	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		204.98	STREET LIGHTS		56728	R11 444932-283184MA	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		4,862.71	STREET LIGHTS		56729	R11 444932-173704MA	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		57.56	STREET LIGHTS		56730	R11 444932-173612MA	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		89.07	EDA STREET LIGHTS		56731	R11 444932-173582MA	9230.6371		ELECTRIC UTILITIES	ECONOMIC DEVELOPMENT AUTHORITY
		233.47	STREET LIGHTS		56732	R11 444932-238648MA	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		80.08	155TH LN & YAKIMA ST		56733	R11 444932-267531MA	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		54.65	STREET LIGHTS		56734	R11 444932-173784MA	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		639.61	15153 NOWTHEN BLVD		56735	R11 444931-179178MA	0220.6371		ELECTRIC UTILITIES	FIRE PROTECTION
		370.45	15153 NOWTHEN BLVD		56736	R11 444931-238631MA	0220.6371		ELECTRIC UTILITIES	FIRE PROTECTION
		669.93	15050 ARMSTRONG BLVD		56737	R11 444929-255229MA	0220.6371		ELECTRIC UTILITIES	FIRE PROTECTION
		12.13	15153 NOWTHEN - SIGN		56738	R11 444929-179177MA	0220.6371		ELECTRIC UTILITIES	FIRE PROTECTION
		32.06	7167 HWY 10- FINAL BILL		56739	R11 444931-178989MA	9410.6371	00041009	ELECTRIC UTILITIES	RALF FUNDED PROJECTS
		38.42	7039 HWY 10		56740	R11 444932-238710MA	9410.6371	00041018	ELECTRIC UTILITIES	RALF FUNDED PROJECTS
		428.36	6701 HWY 10		56741	R11 444931-239841MA	9410.6371	00041012	ELECTRIC UTILITIES	RALF FUNDED PROJECTS
		52.90	14550 ARMSTONG BLVD		56742	R11 444931-178977MA	9204.6249		MISCELLANEOUS OPERATING SUPPLYTAX INCREMENT DISTRICT #4	
		10.15	14556 ARMSTRONG BLVD		56743	R11 444931-178979MA	9204.6371		ELECTRIC UTILITIES	TAX INCREMENT DISTRICT #4

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
		268.57	7301 BUNKER LK WELL 3		56744	444932-240378MA R11	9601.6371		ELECTRIC UTILITIES	WATER FUND
		144.88	5770 155TH LN LIFT STAT		56745	444929-271363MA R11	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		77.30	NEON ST & 157TH LIFT 2		56746	444929-246741MA R11	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		112.90	137TH & DOLOMITE LIFT		56747	444930-179151MA R11	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		76.76	16600 ST FRANCIS TOWER 3		56748	444931-301614MA R11	9601.6371		ELECTRIC UTILITIES	WATER FUND
		166.98	DYSPROSIUM TOWER 1		56749	444930-179173MA R11	9601.6371		ELECTRIC UTILITIES	WATER FUND
		160.30	6901 SUNWOOD DR TOWER 2		56750	444931-261725MA R11	9601.6371		ELECTRIC UTILITIES	WATER FUND
		524.96	7845 CIVIC DR WELL 6		56751	444931-284710MA R11	9601.6371		ELECTRIC UTILITIES	WATER FUND
		79.17	161 ST LN AND 162ND LIFT		56752	444931-290657MA R11	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		10.15	16691 QUICKSILVER WATER FILL		56753	444931-293938MA R11	9601.6371		ELECTRIC UTILITIES	WATER FUND
		59.18	7275 168TH CURVE LIFT		56754	444931-294030MA R11	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		2,228.92	14779 ZEOLITE ST WELL 8		56755	444931-295820MA R11	9601.6371		ELECTRIC UTILITIES	WATER FUND
		1,222.21	7600 BUNKER LK WELL 5		56756	444932-265207MA R11	9601.6371		ELECTRIC UTILITIES	WATER FUND
		1,392.43	15030 ARMSTRONG WELL 7		56757	444931-296623MA R11	9601.6371		ELECTRIC UTILITIES	WATER FUND
		531.70	14200 XKIMO ST NW		56758	444931-179175MA R11	9601.6371		ELECTRIC UTILITIES	WATER FUND
		313.72	7601 BUNKER LK WELL 4		56759	444932-245192MA R11	9601.6371		ELECTRIC UTILITIES	WATER FUND
		3,039.23	7650 SUNWOOD- PARK RAMP		56760	444931-288372MA R11	9240.6371		ELECTRIC UTILITIES	PARKING RAMP MAINTENANCE
		4,975.03	7550 SUNWOOD DR		56761	444931-286294MA R11	0194.6371		ELECTRIC UTILITIES	GENERAL GOVERNMENT BUILDINGS
		10.72	5455 142ND IRRIG		56762	444929-278434MA R11	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		15.83	6600 ALPINE DR		56763	444932-243560MA R11	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
		32.06	162ND & CTY 56		56764	444930-179017MA	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION

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						R11				
		144.78	7949 161ST AVE		56765	444930-179050MA	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						R11				
		12.82	14700 ERKJUM ST		56766	444932-264284MA	0452.6372		WATER/IRRIGATION	PARK & RECREATION
						R11				
		28.19	6363 SUNWOOD DR- PARK		56767	444932-300508MA	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
						R11				
		189.77	7949 161ST AVE		56768	444932-179043MA	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						R11				
		11.16	6000 142ND AVE- IRRIG		56769	444932-238369MA	0452.6372		WATER/IRRIGATION	PARK & RECREATION
						R11				
		35.18	163RD AVE & ST FRANCIS BLVD		56770	444932-290430MA	0452.6372		WATER/IRRIGATION	PARK & RECREATION
						R11				
		32.06	7925 161ST AVE		56771	444929-237416MA	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						R11				
		32.06	161ST \$ ARMSTRONG		56772	444931-178980MA	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						R11				
		12.46	6860 RIVERDALE DR- PARK		56773	444931-300276MA	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						R11				
		10.15	7925 161ST AVE- PARK		56774	444931-298903MA	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						R11				
		5.34	14501 RHINESTONE- IRRIG		56775	444931-287796MA	0452.6372		WATER/IRRIGATION	PARK & RECREATION
						R11				
		12.38	7850 SUNWOOD- METERED RECPT.		56776	444931-286841MA	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						R11				
		10.15	7400 SUNWOOD- METERED RECPT.		56777	444931-286840MA	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						R11				
		136.22	15100 NOWTHEN BLVD		56778	444931-179176MA	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						R11				
		32.06	7925 161ST AVE- IRRIG		56779	444930-179039MA	0452.6372		WATER/IRRIGATION	PARK & RECREATION
						R11				
		31.24	7925 161ST AVE PARK		56780	444930-255698MA	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						R11				
		36.70	7401 RAMSEY PKWY- IRRIG		56781	444929-301611MA	0452.6372		WATER/IRRIGATION	PARK & RECREATION
						R11				
		33.25	14861 ST FRANCIS BLVD		56782	444929-257947MA	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
						R11				
		40.91	7200 HWY 10- TRAFFIC SIGNAL		56783	444929-179115MA	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
						R11				
		31.24	15300 ST FRANCIS-TRAFFIC SIGN.		56784	444929-257969MA	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
						R11				

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		30.24	14351 ST FRANCIS BLVD		56785	444929-257960MA R11	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		233.06	14210 JASPER ST		56786	444932-178997MA R11	0311.6371		ELECTRIC UTILITIES	STREET MAINTENANCE
		50.54	HWY 10 & ARMSTRONG		56787	444932-237817MA R11	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		36.92	6362 HWY 10		56788	444932-299611MA R11	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		32.67	7201 SUNWOOD DR		56789	444931-292833MA R11	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		35.56	7199 BUNKER LK BLVD		56790	444931-292834MA R11	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		90.39	14100 JASPAR ST		56791	444930-288329MA R11	9601.6371		ELECTRIC UTILITIES	WATER FUND
		90.39	14100 JASPAR ST		56791	444930-288329MA R11	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		90.39	14100 JASPAR ST		56791	444930-288329MA R11	9605.6371		ELECTRIC UTILITIES	STORM WATER UTILITY
		271.17	14100 JASPAR ST		56791	444930-288329MA R11	0311.6371		ELECTRIC UTILITIES	STREET MAINTENANCE
		59.02	14100 JASPAR ST		56792	444930-178956MA R11	9605.6371		ELECTRIC UTILITIES	STORM WATER UTILITY
		59.03	14100 JASPAR ST		56792	444930-178956MA R11	9601.6371		ELECTRIC UTILITIES	WATER FUND
		59.03	14100 JASPAR ST		56792	444930-178956MA R11	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		177.08	14100 JASPAR ST		56792	444930-178956MA R11	0311.6371		ELECTRIC UTILITIES	STREET MAINTENANCE
		29,604.14								
85221	3/30/2011		109806 EMERGENCY LITE SERVICE CENTER							
		152.92	BATTERY		56795	70104	0194.6259		BUILDING MAINT/REPAIR SUPPLIES	GENERAL GOVERNMENT BUILDINGS
		152.92								
85222	3/30/2011		111913 MATSA							
		55.00	REG- C. KREYER		56794	032811	0280.6335		TRAINING	COMMUNITY ORIENTING POLICING
		55.00								
85223	3/30/2011		112529 TPC TWIN CITIES							
		25.00	LGOM- 4 FOR 3-30-11		56793	032511	0130.6335		TRAINING	ADMINISTRATION
		75.00	LGOM- 4 FOR 3-30-11		56793	032511	0111.6335		TRAINING	MAYOR AND COUNCIL
		100.00								

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
85225	3/31/2011		106945 AMERICAN EXPRESS							
		24.62	MISC SUPPLIES		56806	021611	0211.6206		FILM, MICROFILM, TAPES, DISKS	POLICE PROTECTION
		32.89	MISC SUPPLIES		56806	021611	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
		59.94	MISC SUPPLIES		56806	021611	0211.6233		BATTERIES	POLICE PROTECTION
		<u>117.45</u>								
85226	3/31/2011		100033 ANOKA COUNTY ATTORNEY							
		193.00	DRUG FORT 10-052170		56807	033011	0223.6389		TOWING SERVICES	DRUG FORFEITURE
		<u>193.00</u>								
85227	3/31/2011		100948 ANOKA COUNTY LICENSE CENTER							
		20.00	DRUG FORT 10-052170		56808	033011	0223.6389		TOWING SERVICES	DRUG FORFEITURE
		<u>20.00</u>								
85228	3/31/2011		100297 CENTERPOINT ENERGY							
		382.38	FEB 11 BILLING		56809	8000014064-2FEB 11	9605.6373		GAS	STORM WATER UTILITY
		382.39	FEB 11 BILLING		56809	8000014064-2FEB 11	9601.6373		GAS	WATER FUND
		382.39	FEB 11 BILLING		56809	8000014064-2FEB 11	9602.6373		GAS	SEWER FUND
		517.48	FEB 11 BILLING		56809	8000014064-2FEB 11	0452.6373		GAS	PARK & RECREATION
		1,147.16	FEB 11 BILLING		56809	8000014064-2FEB 11	0311.6373		GAS	STREET MAINTENANCE
		2,210.19	FEB 11 BILLING		56809	8000014064-2FEB 11	0220.6373		GAS	FIRE PROTECTION
		<u>5,021.99</u>								
85229	3/31/2011		110734 CITY OF RAMSEY							
		63.45	CASH PAYMENT 43883405		56810	033111	9601.4651		WATER REVENUE	WATER FUND
		<u>63.45</u>								
85230	3/31/2011		100116 CONNEXUS ENERGY							
		42.75	14100 JASPER ST		56811	444930-178957MA R11	9605.6371		ELECTRIC UTILITIES	STORM WATER UTILITY
		42.76	14100 JASPER ST		56811	444930-178957MA R11	9601.6371		ELECTRIC UTILITIES	WATER FUND
		42.76	14100 JASPER ST		56811	444930-178957MA R11	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		128.28	14100 JASPER ST		56811	444930-178957MA	0311.6371		ELECTRIC UTILITIES	STREET MAINTENANCE

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
		256.55				R11				
85231	3/31/2011		107322 CURTIS, CHRIS							
		35.77	REPLACE CHECK 85052		56812	022211-REPLACE	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		35.77								
85232	3/31/2011		110386 HEALTH PARTNERS							
		125.34	APRIL 2011 HEALTH INS		56813	37054304	9101.6315		MISCELLANEOUS PROFESSIONAL SERGENERAL FUND	
		52,746.26	APRIL 2011 HEALTH INS		56813	37054304	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		52,871.60								
85233	3/31/2011		100326 MN CHIEFS OF POLICE ASSN							
		115.00	CONF- T. DWYER		56815	033111	0211.6335		TRAINING	POLICE PROTECTION
		115.00								
85234	3/31/2011		100334 MN STATE TREASURER							
		96.50	DRUG FORT 10-052170		56814	033011	0223.6389		TOWING SERVICES	DRUG FORFEITURE
		96.50								
85235	3/31/2011		101103 NEXTEL COMMUNICATIONS							
		63.98	FEB 15- MARCH 14, 2011 BILLING		56816	570683319-112	9230.6323		CELLULAR PHONES	ECONOMIC DEVELOPMENT AUTHORITY
		85.81	FEB 15- MARCH 14, 2011 BILLING		56816	570683319-112	0240.6323		CELLULAR PHONES	PROTECTIVE INSPECTIONS
		87.05	FEB 15- MARCH 14, 2011 BILLING		56816	570683319-112	0191.6323		CELLULAR PHONES	PLANNING & ZONING
		109.08	FEB 15- MARCH 14, 2011 BILLING		56816	570683319-112	0111.6249		MISCELLANEOUS OPERATING SUPPLYMAYOR AND COUNCIL	
		112.24	FEB 15- MARCH 14, 2011 BILLING		56816	570683319-112	0194.6323		CELLULAR PHONES	GENERAL GOVERNMENT BUILDINGS
		116.84	FEB 15- MARCH 14, 2011 BILLING		56816	570683319-112	9601.6323		CELLULAR PHONES	WATER FUND
		179.70	FEB 15- MARCH 14, 2011 BILLING		56816	570683319-112	0220.6323		CELLULAR PHONES	FIRE PROTECTION
		187.50	FEB 15- MARCH 14, 2011 BILLING		56816	570683319-112	0130.6323		CELLULAR PHONES	ADMINISTRATION
		221.36	FEB 15- MARCH 14, 2011 BILLING		56816	570683319-112	0311.6323		CELLULAR PHONES	STREET MAINTENANCE
		247.54	FEB 15- MARCH 14, 2011 BILLING		56816	570683319-112	0452.6323		CELLULAR PHONES	PARK & RECREATION
		443.91	FEB 15- MARCH 14, 2011 BILLING		56816	570683319-112	0301.6323		CELLULAR PHONES	ENGINEERING
		575.26	FEB 15- MARCH 14, 2011 BILLING		56816	570683319-112	0211.6323		CELLULAR PHONES	POLICE PROTECTION
		2,430.27								
85236	4/4/2011		112535 DARREL G. SIMONSON ESTATE							
		3,000.00	LAND PURCHASE PAVING PROJECT		56879	040411	9400.6499		EASEMENTS & RIGHT-OF-WAY	PUBLIC IMPROVEMENT REVOLVING
		3,000.00								
85237	4/4/2011		112536 GREGORY D. AND SANDRA A. DINGM							
		1,500.00	EASEMENT PURCHASE-CHAMELEON		56878	040411	9492.6499		EASEMENTS & RIGHT-OF-WAY	CHAMELEON STREET
		1,500.00								

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
85238	4/5/2011		110734 CITY OF RAMSEY							
		147.39	CASH PYMT 662781470		56880	040511	9601.4651		WATER REVENUE	WATER FUND
		147.39								
85239	4/5/2011		100197 DEEP ROCK WATER COMPANY							
		19.06	MARCH 11 BILLING		56881	521331MAR11	0220.6489		OTHER CONTRACTED SERVICES	FIRE PROTECTION
		15.38	MARCH 2011 BILLING		56882	621332MAR11	0220.6489		OTHER CONTRACTED SERVICES	FIRE PROTECTION
		34.44								
85240	4/5/2011		112533 MADDEN, LOANN							
		100.00	DAMAGE DEP REFUND 27913		56884	033111	9804.1160		KEY & DAMAGE DEPOSIT	ESCROW ACCOUNTS
		100.00								
85241	4/5/2011		100274 MAMA							
		45.00	MEMBERSHIP DUES 11 K.ULRICH		56883	471	0130.6451		MEMBERSHIP DUES	ADMINISTRATION
		45.00								
85242	4/5/2011		100413 RANDALL AND GOODRICH, P L C							
		2,833.00	MARCH 2011 BILLING		56885	040111	0161.6304		LEGAL FEES	LEGAL
		2,833.00								
85243	4/5/2011		100510 VERIZON WIRELESS							
		78.02	MAR-APR BILLING		56886	2547920242	0130.6323		CELLULAR PHONES	ADMINISTRATION
		78.02								
85244	4/5/2011		111137 WRIGHT HENNEPIN COOPERATIVE EL							
		26.67	7550 SUNWOOD DR		56887	150-1681-6340MA R11	0211.6489		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		29.87	7550 SUNWOOD DR PD		56888	150-1682-6501MA R11	0211.6489		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		56.54								
90168500	3/17/2011		100398 PUBLIC EMPLOYEES RETIREMENT AS							
		50.00			56533	0311111601171	9101.2174		PERA-EMPLOYEE	GENERAL FUND
		50.00			56534	0311111601172	9101.2183		PERA-EMPLOYER	GENERAL FUND
		13,795.14			56551	031611908155	9101.2174		PERA-EMPLOYEE	GENERAL FUND
		18,302.35			56552	031611908156	9101.2183		PERA-EMPLOYER	GENERAL FUND
		32,197.49								
90169728	3/31/2011		100398 PUBLIC EMPLOYEES RETIREMENT AS							
		14,018.71			56799	0329111627013	9101.2174		PERA-EMPLOYEE	GENERAL FUND

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
		18,588.23			56800	0329111627014	9101.2183		PERA-EMPLOYER	GENERAL FUND
		32,606.94								
91110148	3/31/2011		100301 MN CHILD SUPPORT PAYMENT CNTR							
		339.64			56798	0329111627012	9101.2185		GARNISHMENTS/SUPPORT	GENERAL FUND
		339.64								
92077922	3/17/2011		100601 MN DEPT OF REV WH							
		18.28			56535	0311111601173	9101.2172		STATE WITHHOLDING	GENERAL FUND
		8,037.35			56553	031611908157	9101.2172		STATE WITHHOLDING	GENERAL FUND
		8,055.63								
92107369	3/31/2011		107784 VILLAGE BANK							
		20,840.78			56802	0329111627016	9101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		7,450.20			56803	0329111627017	9101.2173		FICA & MEDICARE-EMPLOYEE	GENERAL FUND
		9,757.66			56804	0329111627018	9101.2182		FICA & MEDICARE-EMPLOYER	GENERAL FUND
		38,048.64								
92152844	3/31/2011		100601 MN DEPT OF REV WH							
		8,566.29			56801	0329111627015	9101.2172		STATE WITHHOLDING	GENERAL FUND
		8,566.29								
94070316	3/17/2011		107784 VILLAGE BANK							
		10.00			56536	0311111601174	9101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		313.12			56537	0311111601175	9101.2173		FICA & MEDICARE-EMPLOYEE	GENERAL FUND
		423.95			56538	0311111601176	9101.2182		FICA & MEDICARE-EMPLOYER	GENERAL FUND
		9,322.35			56544	0316119081510	9101.2182		FICA & MEDICARE-EMPLOYER	GENERAL FUND
		19,718.15			56554	031611908158	9101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		7,116.53			56555	031611908159	9101.2173		FICA & MEDICARE-EMPLOYEE	GENERAL FUND
		36,904.10								
97110110	3/17/2011		100301 MN CHILD SUPPORT PAYMENT CNTR							
		339.64			56550	031611908154	9101.2185		GARNISHMENTS/SUPPORT	GENERAL FUND
		339.64								
99031711	3/17/2011		100223 ICMA RETIREMENT TRUST 457							
		2,619.21			56543	031611908151	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		2,619.21								
99031751	3/17/2011		111465 STATE STREET BANK							
		3,082.00			56546	0316119081512	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		3,082.00								

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
99031754	3/17/2011		111465 STATE STREET BANK							
		183.23			56547	0316119081513	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		183.23								
99031811	3/17/2011		100219 HOME DEPOT COMMERCIAL ACCT PRO							
		19.85	BILLING FEB 2011		56612	022811	0194.6259		BUILDING MAINT/REPAIR SUPPLIES	GENERAL GOVERNMENT BUILDINGS
		19.85								
99031911	3/18/2011		100629 MN DEPT OF REV SALES TX							
		.18	FEB10 SALES, USE, TRANS TAX		56649	FEB11 SALES, USE, TRANS	9101.4609		OTHER MISCELLANEOUS REVENUES	GENERAL FUND
		1.02	FEB10 SALES, USE, TRANS TAX		56649	FEB11 SALES, USE, TRANS	9101.4308		SALES OF MAPS & PUBLICATIONS	GENERAL FUND
		10.69	FEB10 SALES, USE, TRANS TAX		56649	FEB11 SALES, USE, TRANS	9101.4305		RENTAL FEES	GENERAL FUND
		39.18	FEB10 SALES, USE, TRANS TAX		56649	FEB11 SALES, USE, TRANS	9601.2082		SALES/USE TAX PAYABLE	WATER FUND
		77.90	FEB10 SALES, USE, TRANS TAX		56649	FEB11 SALES, USE, TRANS	9101.2082		SALES/USE TAX PAYABLE	GENERAL FUND
		232.03	FEB10 SALES, USE, TRANS TAX		56649	FEB11 SALES, USE, TRANS	9804.2082		SALES/USE TAX PAYABLE	ESCROW ACCOUNTS
		361.00								
99033111	3/31/2011		100223 ICMA RETIREMENT TRUST 457							
		2,619.21			56796	0329111627011	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		2,619.21								
99033151	3/31/2011		111465 STATE STREET BANK							
		3,057.00			56805	0329111627019	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		3,057.00								
99033154	3/31/2011		111465 STATE STREET BANK							
		182.23			56797	03291116270110	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		182.23								
		319,370.22	Grand Total							

Payment Instrument Totals

Check Total	150,188.12
Transfer Total	169,182.10
Total Payments	319,370.22

CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
 Version LOGIS003V
 Originator JLIPSKI
 Payment Instrument Check Payment
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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
106639 3M	RED ELECTRONIC FILM	PV 56817 001 09101	3/21/2011	SS69512	577.13		106639 3M
3M		Summary Total			577.13		
P O BOX 844127	GRN ELECTRONIC FILM	PV 56849 001 09101	3/23/2011	SS69511	641.25		
DALLAS TX 75284-4127		Summary Total			641.25		
		Payment Amount			1,218.38		
100011 ACE SALES	COUNCIL CITY CLOTHING	PV 56614 001 09101	3/16/2011	2137	163.50		100011 ACE SALES
ACE SALES		Summary Total			163.50		
17555 UNICORN STREET NW	YEARS OF SERVICE CERT.	PV 56818 001 09101	3/22/2011	2139	1,132.34		
RAMSEY MN 55303		Summary Total			1,132.34		
		Payment Amount			1,295.84		
100012 ACE SOLID WASTE INC	CITY CONTRACT RECYCLE	PV 56889 001 09604	4/1/2011	0008377636	23,617.70		100012 ACE SOLID WASTE INC
ACE SOLID WASTE INC		Summary Total			23,617.70		
6601 MCKINLEY STREET NW RAMSEY MN 55303		Payment Amount			23,617.70		
100013 ADVANCE CONSULTING	FEB 2011 BILLING	PV 56615 001 09230	3/1/2011	030111	4,454.50		100013 ADVANCE CONSULTING

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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
GROUP INC											GROUP INC	
ADVANCE CONSULTING GROUP INC				Summary Total					4,454.50			
13868 CRANE STREET NW SUITE 100												
ANDOVER MN 55304												
				Payment Amount					4,454.50			
100017	AIRGAS NORTH CENTRAL	MISC GASES	PV	56616	001	09101	2/28/2011	105893785	17.32		100017	AIRGAS NORTH CENTRAL
AIRGAS NORTH CENTRAL				Summary Total					17.32			
PO BOX 802588												
CHICAGO IL 60680-2588												
				Payment Amount					17.32			
100625	ALEX AIR APPARATES INC	SERVICE ON COMPRESSORS	PV	56890	001	09101	3/29/2011	19607	2,080.00		100625	ALEX AIR APPARATES INC
ALEX AIR APPARATES INC				Summary Total					2,080.00			
11897 COUNTY ROAD 87 SE												
ALEXANDRIA MN 56308												
				Payment Amount					2,080.00			
100021	AMERICAN PUBLIC WORKS ASSN	MEMBERSHIP B. OLSON	PV	56819	001	09601	3/28/2011	032811	181.25		100021	AMERICAN PUBLIC WORKS ASSN
AMERICAN PUBLIC WORKS ASSN				Summary Total					181.25			
PO BOX 802296												
KANSAS CITY MO 64108-2296												
				Payment Amount					181.25			

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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
108664	AMERICAN VENDING INC	COFFEE	PV	56673	001	09101	3/8/2011	5909	158.40		108664	AMERICAN VENDING INC
	AMERICAN VENDING INC						Summary Total		158.40			
	10787 93RD AVENUE N											
	MAPLE GROVE MN 55369											
							Payment Amount		158.40			
100049	ANOKA COUNTY ENVIRONMENTAL SRV	CLASS 1 USED OIL	PV	56850	001	09101	3/24/2011	IN0005524	100.00		100049	ANOKA COUNTY ENVIRONMENTAL SRV
	ANOKA COUNTY ENVIRONMENTAL SRV						Summary Total		100.00			
	2100 - 3RD AVENUE											
	ROOM 360											
	ANOKA MN 55303											
							Payment Amount		100.00			
100063	ASPEN MILLS	MISC-EXPLORERS	PV	56674	001	09101	3/14/2011	106559	273.80		100063	ASPEN MILLS
	ASPEN MILLS						Summary Total		273.80			
	8201 C	PANTS-KREYER	PV	56675	001	09101	3/14/2011	106558	42.95			
	CENTRAL AVE											
	NE											
	SPRING LAKE PARK MN 55432						Summary Total		42.95			
							Payment Amount		316.75			
101084	BATTERIES PLUS STORES	BATTERIES	PV	56676	001	09101	3/22/2011	048-207066	2.67		101084	BATTERIES PLUS STORES

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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
033 AND 048											033 AND 048	
BATTERIES PLUS STORES 033 AND 048				Summary Total					2.67			
2215 SNELLING		BATTERIES	PV	56677	001	09101	3/22/2011	033-818507	132.50			
AVENUE N												
ROSEVILLE MN 55113				Summary Total					132.50			
				Payment Amount					135.17			
100480 BEARENCE		P&C INSURANCE	PV	56617	001	09101	3/10/2011	197267	5,800.00		100480	BEARENCE
MANAGEMENT		2011-2012 FEE										MANAGEMENT
GROUP LLC												GROUP LLC
BEARENCE MANAGEMENT GROUP LLC				Summary Total					5,800.00			
TC FIELD												
530 ROBERT STREET N												
ST PAUL MN 55134-0016				Payment Amount					5,800.00			
103641 BOYER TRUCKS		MISC PART	PV	56619	001	09101	3/9/2011	92378R	14.23		103641	BOYER TRUCKS
ROGERS												ROGERS
BOYER TRUCKS				Summary Total					14.23			
2601 NE		RETURN MISC	PD	56620	001	09101	3/14/2011	CM92378R	14.23-			
BROADWAY		PART										
MINNEAPOLIS MN 55413				Summary Total					14.23-			
		CLAMP	PV	56851	001	09101	3/9/2011	92381R	9.35			
		CLAMP	PV	56851	002	09101	3/9/2011	92381R	9.35			
				Summary Total					18.70			
				Payment Amount					18.70			

CITY OF RAMSEY
Create Payment Control Groups

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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
104474 CARQUEST AUTO PARTS CARQUEST AUTO PARTS P O BOX 503589 ST LOUIS MO 63150-3589	BRAKES/SHOP SUPPLIES BRAKES/SHOP SUPPLIES CAR WASH	PV 56678 001 09101 PV 56678 002 09101 Summary Total PV 56679 001 09101 Summary Total PV 56820 001 09101 Summary Total PV 56852 001 09101 Summary Total PV 56853 001 09101 PV 56853 002 09101 Summary Total PV 56854 001 09101 AN FILTER/LAMP/F AN FILTER/LAMP/F AN FILTER/LAMP/F AN Summary Total PV 56855 001 09101 BATTERY TRACTOR BATTERY Summary Total PV 56856 001 09101 ANTI-FREEZE/E NGINE HEATER	3/3/2011 3/3/2011 3/22/2011 3/5/2011 3/28/2011 3/28/2011 3/29/2011 3/29/2011 3/29/2011 3/29/2011 3/29/2011 3/22/2011	6975-108178 6975-108178 6975-109127 6975-108308 6975-109389 6975-109385 6975-109385 6975-109439 6975-109439 6975-109439 6975-109452 6975-109452 6975-109083	6.41 152.35 158.76 10.67 10.67 104.72 104.72 10.88 10.88 5.44 5.44 10.88 17.17 8.59 8.59 34.35 18.20 18.21 36.41 24.84		104474 CARQUEST AUTO PARTS

R04570

CITY OF RAMSEY
Create Payment Control Groups

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Bank Account 00002224 CASH IN BANK
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Originator JLIPSKI
Payment Instrument Check Payment
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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
101185	DO ALL PRINTING COM INC	YOUTH FIRST FACT SHEETS	PV	56863	001	09101	3/30/2011	13696	185.96		101185	DO ALL PRINTING COM INC
DO ALL PRINTING COM INC			Summary Total						185.96			
	2526 N FERRY ST	COR BANNER	PV	56891	001	09101	3/28/2011	13682	206.98			
	ANOKA MN 55303	COR BANNER	PV	56891	002	09101	3/28/2011	13682	206.98			
			Summary Total						413.96			
			Payment Amount						599.92			
100158	ECM PUBLISHERS INC	ORD-AMEND 117-111 R 1 BULK STN	PV	56623	001	09101	3/4/2011	01782266	51.25		100158	ECM PUBLISHERS INC
ECM PUBLISHERS INC			Summary Total						51.25			
4095 COON RAPIDS BLVD												
COON RAPIDS MN 55433			Payment Amount						51.25			
106624	EHLERS AND ASSOCIATES, INC	RE: COR APARTMENTS	PV	56624	001	09202	3/10/2011	342587	855.00		106624	EHLERS AND ASSOCIATES, INC
EHLERS & ASSOCIATES, INC			Summary Total						855.00			
	3060 CENTRE POINTE DRIVE	REVIEW DOCUMENT	PV	56625	001	09230	3/10/2011	342588	665.00			
ROSEVILLE MN 55113-1105			Summary Total						665.00			
		RE: METAL MATIC TIF	PV	56626	001	09230	3/10/2011	342589	807.50			

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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
Summary Total					807.50		
Payment Amount					2,327.50		
100164 ELECTRIC	WORK ON SIREN	PV	56864 001 09101 3/24/2011 4663		180.00		100164 ELECTRIC
SYSTEM OF	10						SYSTEM OF
ANOKA INC							ANOKA INC
ELECTRIC	WORK ON SIREN	PV	56864 002 09101 3/24/2011 4663		474.96		
SYSTEM OF	10						
ANOKA INC							
6314 HIGHWAY 10 NW			Summary Total		654.96		
ANOKA MN 55303			Payment Amount		654.96		
100167 ELK RIVER	REPAIR ON 391	PV	56682 001 09101 3/16/2011 277397		235.55		100167 ELK RIVER
FORD INC							FORD INC
ELK RIVER	REPAIR ON 391	PV	56682 002 09101 3/16/2011 277397		332.48		
FORD INC							
17219 HIGHWAY 10 NW			Summary Total		568.03		
PO BOX 304	REPAIR ON 383	PV	56683 001 09101 3/1/2011 276040		435.05		
ELK RIVER MN	REPAIR ON 383	PV	56683 002 09101 3/1/2011 276040		104.35		
55330							
			Summary Total		539.40		
	REPAIR 393	PV	56684 001 09101 2/21/2011 275413		207.54		
	REPAIR 393	PV	56684 002 09101 2/21/2011 275413		271.06		
			Summary Total		478.60		
			Payment Amount		1,586.03		
108737 EMERGENCY	CORNER TUBE	PV	56685 001 09101 3/7/2011 AW030411-9		65.10		108737 EMERGENCY

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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
	AUTOMOTIVE TECHNOLOGY INC											AUTOMOTIVE TECHNOLOGY INC
	EMERGENCY AUTOMOTIVE TECHNOLOGY INC 2755 GENEVA AVE N OAKDALE MN 55128			Summary Total					65.10			
				Payment Amount					65.10			
112532	ENSMINGER AUTOMOTIVE INC	REPAIRS ON 375	PV	56825	001	09101	3/22/2011	28900		337.60	112532	ENSMINGER AUTOMOTIVE INC
	ENSMINGER AUTOMOTIVE INC 17505 HIGHWAY 10 ELK RIVER MN 55330			Summary Total					337.60			
				Payment Amount					337.60			
112516	ERICKSON ENGINEERING CO	BRIDGE INSPECTION	PV	56686	001	09101	3/14/2011	9207		2,088.30	112516	ERICKSON ENGINEERING CO
	ERICKSON ENGINEERING CO DEPT CH 16478 PALATINE IL 60055-6478			Summary Total					2,088.30			
				Payment Amount					2,088.30			
108141	ERICKSON, JEFF	MAILBOX DAMAGE	PV	56892	001	09101	4/4/2011	040411		75.00	108141	ERICKSON, JEFF
	JEFF ERICKSON 7669 157TH AVENUE NW			Summary Total					75.00			

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Number Name / Mailing Address	Message	Ty Number Itm Co	Date	Number	Amount	Taken	Number Name
RAMSEY MN 55303							
					75.00		
107099 FASTENAL	MISC SUPPLIES	PV 56687 001 09101	3/14/2011	MNTC873228	2.72		107099 FASTENAL
FASTENAL COMPANY					2.72		
P O BOX 978	MISC SUPPLIES	PV 56903 001 09601	3/30/2011	MNTC873364	299.83		
WINONA MN 55987					299.83		
					302.55		
100143 FERGUSON	HYDRANT	PV 56627 001 09601	3/10/2011	S01295071.001	829.17		100143 FERGUSON
WATERWORKS	MARKER						WATERWORKS
FERGUSON WATERWORKS					829.17		
PO BOX 1070	WATER METER	PV 56628 001 09602	3/10/2011	S01295094.001	378.34		
	SUPPLIES						
FARGO ND 58102					378.34		
	WATER METER	PV 56827 001 09601	3/8/2011	S01294883.001	1,591.07		
	FOR VA CLINIC						
					1,591.07		
					2,798.58		
107101 FIRE LOSS	REVIEW-VA	PV 56688 001 09101	3/5/2011	030511	200.00		107101 FIRE LOSS
MANAGEMENT	MEDICAL						MANAGEMENT
LLC	CENTER						LLC
FIRE LOSS MANAGEMENT LLC					200.00		
678 PINEWOOD DRIVE							
SHOREVIEW MN 55126					200.00		

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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												
110760	FIRE SAFETY USA, INC	WILDFIRE GLOVES	PV	56893	001	09101	3/23/2011	43588	147.00		110760	FIRE SAFETY USA, INC
FIRE SAFETY USA, INC 3253 19TH STREET NW ROCHESTER MN 55901									Summary Total	147.00		
										55.00		
									Summary Total	55.00		
									Payment Amount	202.00		
112421	FIRST SCRIBE	ROWAY WEB APP	PV	56865	001	09101	4/1/2011	21377	200.00		112421	FIRST SCRIBE
FIRST SCRIBE 110 CHESHIRE LANE SUITE 105 MINNETONKA MN 55305									Summary Total	200.00		
									Payment Amount	200.00		
111709	FIRST TRANSIT INC	FEB 11 RAMSEY STAR EXPRESS	PV	56629	001	09296	3/3/2011	558090211R	50,955.14		111709	FIRST TRANSIT INC
FIRST TRANSIT INC 22192 NETWORK PLACE CHICAGO IL 60673-1221									Summary Total	50,955.14		
									Payment Amount	50,955.14		
100186	FRANKENSIGNS INC	GRAPHICS- M. KOHNER	PV	56826	001	09101	3/15/2011	256539	80.16		100186	FRANKENSIGNS INC
FRANKENSIGNS P O BOX 49301									Summary Total	80.16		

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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
			Summary Total					187.49				
	MATS AT FD		PV	56895	001	09101	3/30/2011	1006893738	80.27			
			Summary Total					80.27				
			Payment Amount					1,142.10				
100196	GENERAL SAFETY EQUIPMENT CORP	MIRRORS INSTALLED	PV	56691	001	09101	3/10/2011	0000003213	426.12		100196	GENERAL SAFETY EQUIPMENT CORP
GENERAL SAFETY EQUIPMENT CORP P O BOX 549 WYOMING MN 55092			Summary Total					426.12				
			Payment Amount					426.12				
100200	GOPHER STATE ONE CALL INC	54 TICKETS	PV	56904	001	09601	4/1/2011	10078	21.75		100200	GOPHER STATE ONE CALL INC
	GOPHER STATE ONE CALL	54 TICKETS	PV	56904	002	09601	4/1/2011	10078	21.75			
	18946 LAKE DRIVE EAST	54 TICKETS	PV	56904	003	09601	4/1/2011	10078	21.75			
CHANHASSEN MN 55317			Summary Total					65.25				
			Payment Amount					65.25				
100650	GRAINGER	FAUCET REPAIR KITS	PV	56631	001	09101	3/4/2011	9477971361	61.34		100650	GRAINGER
GRAINGER INC			Summary Total					61.34				
	DEPT.	IN LINE	PV	56905	001	09101	3/28/2011	9497043480	58.96			
	806511127	FILTER										

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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
MINNEAPOLIS MN 55480-9171												
Payment Amount								1,757.79				
106324	INSPECTRON INC	SERVICES FOR NOV-DEC 2010	PV	56897	001	09101	3/26/2011	032611	2,075.00		106324	INSPECTRON INC
Summary Total								2,075.00				
	INSPECTRON INC CODE COMPLIANCE INSPECTIONS	SERVICES FOR JAN 2011	PV	56898	001	09101	3/26/2011	032611 A	3,450.00			
Summary Total								3,450.00				
Payment Amount								5,525.00				
107464	INTEGRA TELECOM	LABOR -SWAPPED EXTENTIONS	PV	56896	001	09101	3/28/2011	120305171	75.00		107464	INTEGRA TELECOM
Summary Total								75.00				
Payment Amount								75.00				
112335	KDB PHOTOGRAPHY	PHOTO- H. NELSON	PV	56830	001	09101	3/28/2011	032811	58.78		112335	KDB PHOTOGRAPHY
Summary Total								58.78				
KDB PHOTOGRAPHY C/O KATI BERWALD 4523 230TH LANE NW ST FRANCIS MN 55070												

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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								58.78			
111501	LANDFORM PROFESSIONAL SERVICES	CONTRACT	PV	56831	001	09295	3/18/2011 20043		12,000.00		111501 LANDFORM PROFESSIONAL SERVICES
	LANDFORM PROFESSIONAL SERVICES	CONTRACT	PV	56831	002	09295	3/18/2011 20043		534.85		
Summary Total								12,534.85			
105	5TH AVENUE SOUTH SUITE 513 MINNEAPOLIS MN 55401	SERVICES THROUGH 2-28-11	PV	56832	001	09295	3/18/2011 20042		15,000.00		
		SERVICES THROUGH 2-28-11	PV	56832	002	09295	3/18/2011 20042		98.00		
		SERVICES THROUGH 2-28-11	PV	56832	003	09295	3/18/2011 20042		825.00		
		SERVICES THROUGH 2-28-11	PV	56832	004	09295	3/18/2011 20042		29.99		
		SERVICES THROUGH 2-28-11	PV	56832	005	09295	3/18/2011 20042		120.36		
Summary Total								16,073.35			
Payment Amount								28,608.20			
107539	LANDSCAPE ARCHITECTURE INC	RE: MISS RIVER TRAIL PROJECT	PV	56833	001	09101	2/25/2011 022511		5,000.00		107539 LANDSCAPE ARCHITECTURE INC

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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
	LANDSCAPE ARCHITECTURE INC 856 RAYMOND AVENUE SUITE C ST PAUL MN 55114			Summary Total					5,000.00			
				Payment Amount					5,000.00			
107427	LASHER, COLLEEN	TUITION REIMBURSEMENT	PV	56695	001	09101	3/22/2011	032211	1,205.10		107427	LASHER, COLLEEN
	COLLEEN LASHER 5406 165TH LANE NW RAMSEY MN 55303			Summary Total					1,205.10			
				Payment Amount					1,205.10			
100610	LAWSON PRODUCTS INC	MISC PARTS	PV	56696	001	09101	12/3/2010	9855542	82.40		100610	LAWSON PRODUCTS INC
	LAWSON PRODUCTS INC 2689 PAYSPHERE CIRCLE CHICAGO IL 60674-2689			Summary Total					82.40			
				Payment Amount					82.40			
100258	LEAGUE OF MINNESOTA CITIES	CONF. JASON TOSSEY	PV	56834	001	09101	3/1/2011	149745	285.00		100258	LEAGUE OF MINNESOTA CITIES
	LEAGUE OF MN CITIES FINANCE DEPT 145 UNIVERSITY AVE WEST ST PAUL MN 55103-2044			Summary Total					285.00			
				Payment Amount					285.00			

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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
100262 LEHMANN'S OUTDOOR POWER EQUIP LEHMANN'S OUTDOOR POWER EQUIP 620 EAST RIVER ROAD ANOKA MN 55303	PARTS	PV 56870 001 09101	3/18/2011	162999	3.27		100262 LEHMANN'S OUTDOOR POWER EQUIP
		Summary Total			3.27		
		Payment Amount			3.27		
100266 LOGIS LOGIS 5750 DULUTH STREET GOLDEN VALLEY MN 55422-4036	FEB 11 BILLING MISC FEB BILLING SUPPORT	PV 56835 001 09101	2/28/2011	33415	9,737.00		100266 LOGIS
		Summary Total			9,737.00		
		PV 56836 001 09101	2/28/2011	33464	4,086.86		
		Summary Total			4,086.86		
		PV 56837 001 09101	2/28/2011	33491	144.00		
		Summary Total			144.00		
		Payment Amount			13,967.86		
106741 LSA DESIGN INC LSA DESIGN INC 219 N 2ND STREET SUITE 302 MINNEAPOLIS MN 55401-1454	RE: RAMSEY DECK BIDDING	PV 56632 001 09468	2/28/2011	11017	1,601.51		106741 LSA DESIGN INC
		Summary Total			1,601.51		
		Payment Amount			1,601.51		
100270 MACQUEEN EQUIPMENT INC	CUSHION W/ SWITCH	PV 56633 001 09101	3/7/2011	2111878	414.37		100270 MACQUEEN EQUIPMENT INC

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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
	MACQUEEN EQUIPMENT INC 595 ALDINE STREET ST PAUL MN 55104			Summary Total					414.37			
				Payment Amount					414.37			
112512	MADDEN,GALANT ER,HANSEN LLP	SERVICES THROUGH 2-28-11	PV	56899	001	09101	3/1/2011	030111	48.00		112512	MADDEN,GALANT ER,HANSEN LLP
	MADDEN,GALANTER,HANSEN LLP 505 NORTH HIGHWAY 169 SUITE 295 PLYMOUTH MN 55441-6444			Summary Total					48.00			
				Payment Amount					48.00			
100271	MAIN MOTORS MAIN MOTORS	REPAIR ON 375 REPAIR ON 375	PV	56697	001	09101	2/21/2011	CVCS370716	99.00		100271	MAIN MOTORS
	435 WEST MAIN STREET ANOKA MN 55303		PV	56697	002	09101	2/21/2011	CVCS370716	99.00			
		CAPS FOR 675		Summary Total					198.00			
			PV	56871	001	09101	3/10/2011	258659	59.29			
				Summary Total					59.29			
				Payment Amount					257.29			
100274	MAMA	UPDATE 3/10/11 H. NELSON	PV	56838	001	09101	3/10/2011	498	20.00		100274	MAMA
	MAMA 145 UNIVERSITY AVENUE WEST ST PAUL MN 55103-2044			Summary Total					20.00			
				Payment Amount					20.00			

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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
100967	MATRIX LASER CARE INC MATRIX LASER CARE INC 6250 BUNKER LAKE BLVD NE # 105 RAMSEY MN 55303	PV 56634 001 09101	3/4/2011	132466	1,499.37		100967 MATRIX LASER CARE INC
		Summary Total			1,499.37		
		Payment Amount			1,499.37		
108129	MCDOWALL COMPANY MCDOWALL COMPANY P O BOX 746 WAITE PARK MN 56387	PV 56635 001 09101	3/8/2011	208828	462.00		108129 MCDOWALL COMPANY
		Summary Total			462.00		
		Payment Amount			462.00		
110730	MCKINZIE METRO APPRAISAL MCKINZIE METRO APPRAISAL 1284 EAST COUNTY ROAD E VADNAIS HEIGHTS MN 55110-5132	PV 56872 001 09494	3/16/2011	11-318	1,400.00		110730 MCKINZIE METRO APPRAISAL
		Summary Total			1,400.00		
		Payment Amount			1,400.00		
100283	MENARDS COON RAPIDS MENARDS COON RAPIDS 3045 MAIN STREET	PV 56900 001 09101	3/28/2011	54100	77.55		100283 MENARDS COON RAPIDS
		Summary Total			77.55		

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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
COON RAPIDS MN 55433							
					77.55		
100284 MENARDS ELK RIVER	MISC SUPPLIES	PV 56698 001 09101	3/11/2011	41263	296.57		100284 MENARDS ELK RIVER
MENARDS ELK RIVER					296.57		
19521 EVANS STREET NW	MISC SUPPLIES	PV 56839 001 09601	3/17/2011	42648	70.62		
ELK RIVER MN 55330-1077					70.62		
	MISC SUPPLIES	PV 56906 001 09101	3/30/2011	45632	43.97		
					43.97		
					411.16		
100303 MINNESOTA CONWAY INC	RECHARGES AND MISC	PV 56901 001 09101	3/25/2011	20016	334.30		100303 MINNESOTA CONWAY INC
MINNESOTA CONWAY					334.30		
575 MINNEHAHA AVE WEST							
ST PAUL MN 55103-1573					334.30		
111834 MINNESOTA DEPARTMENT OF HEALTH	RE:677441,677 442,677443	PV 56840 001 09202	3/7/2011	030711	150.00		111834 MINNESOTA DEPARTMENT OF HEALTH
MINNESOTA DEPARTMENT OF HEALTH					150.00		
WELL MANAGEMENT SECTION							
P O BOX 64502							
ST PAUL MN 55164-0502							

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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								150.00				
107484	MN DEPARTMENT OF HEALTH	J. DUBE OPERATORS RENEWAL	PV	56637	001	09601	3/16/2011	031611	23.00		107484	MN DEPARTMENT OF HEALTH
Summary Total								23.00				
MN DEPARTMENT OF HEALTH		J. ERICKSON OPERATOR RENEWAL	PV	56638	001	09601	3/16/2011	031711	23.00			
Summary Total								23.00				
Payment Amount								46.00				
100224	MN OFFICE OF ENTERPRISE TECH SHARED SER.	FEB 2011 WAN CHARGES	PV	56636	001	09101	3/7/2011	DV11020374	176.38		100224	MN OFFICE OF ENTERPRISE TECH SHARED SER.
Summary Total								176.38				
Payment Amount								176.38				
100345	NAPA AUTO PARTS ELK RIVER	AIR FILTER	PV	56873	001	09101	3/29/2011	552319	9.27		100345	NAPA AUTO PARTS ELK RIVER
NAPA AUTO PARTS ELK RIVER		AIR FILTER	PV	56873	002	09101	3/29/2011	552319	9.27			

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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
17137 YALE STREET NW P O BOX 1041 ELK RIVER MN 55330					Summary Total	18.54	
					Payment Amount	18.54	
103144 NELSON, HEIDI	MISC EMP	PV 56841 001 09101	3/30/2011	033011	54.06		103144 NELSON, HEIDI
	REIMBURSEMENT						
HEIDI NELSON	S	PV 56841 002 09101	3/30/2011	033011	20.01		
	MISC EMP						
203	REIMBURSEMENT						
CHERRYWOOD	S	PV 56841 003 09101	3/30/2011	033011	25.41		
AVE NW	MISC EMP						
	REIMBURSEMENT						
ST MICHAEL MN 55376	S				Summary Total	99.48	
					Payment Amount	99.48	
100359 NORTH METRO	DINNER RAMSEY	PV 56842 001 09101	2/28/2011	951453	60.00		100359 NORTH METRO
MAYORS ASSN	& MCGLONE						MAYORS ASSN
					Summary Total	60.00	
NORTH METRO MAYORS ASSN					Payment Amount	60.00	
1000 WESTGATE DRIVE SUITE 252							
ST PAUL MN 55114							
100363 NORTHERN	MISC SUPPLIES	PV 56907 001 09101	3/31/2011	147718	332.84		100363 NORTHERN
SANITARY							SANITARY
SUPPLY CO							SUPPLY CO
					Summary Total	332.84	
NORTHERN SANITARY SUPPLY CO							

Payee		Stub	Document			Due	Invoice	Payment	Discount	Supplier	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number Name
	341 COON RAPIDS BLVD MINNEAPOLIS MN 55433										
									332.84		
110547	NORTHWEST LIGHTING SYSTEMS CO. NORTHWEST LIGHTING SYSTEMS CO. 9405 HOLLY STREET NW COON RAPIDS MN 55433	MISC BULBS	PV	56639	001	09240	3/4/2011	59975	306.88		110547 NORTHWEST LIGHTING SYSTEMS CO.
									306.88		
									306.88		
									306.88		
100368	OFFICE DEPOT OFFICE DEPOT P.O BOX 70049 LOS ANGELES CA 90074-0049	MISC OFFICE SUPPLIES	PV	56699	001	09101	3/9/2011	555099211001	72.86		100368 OFFICE DEPOT
									72.86		
									72.86		
									13.25		
									13.25		
									9.91		
									32.49		
									42.40		
									128.51		
100829	PCS SAFETY SYSTEMS INC	INSTALL 911 EP 392	PV	56875	001	09101	3/22/2011	8080	75.00		100829 PCS SAFETY SYSTEMS INC

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
	PCS SAFETY SYSTEMS INC			Summary Total					75.00		
	P O BOX 405	REPLACE	PV	56876	001	09101	3/24/2011	8091	112.50		
		FAULTY TIMER									
		386									
	ELK RIVER MN	REPLACE	PV	56876	002	09101	3/24/2011	8091	26.72		
	55330	FAULTY TIMER									
		386									
				Summary Total					139.22		
				Payment Amount					214.22		
111366	RAMSEY, ROBERT	REIMBURSEMENT FOR DC TRIP	PV	56641	001	09101	3/17/2011	031711	43.56		111366 RAMSEY, ROBERT
	ROBERT RAMSEY			Summary Total					43.56		
	7700 181ST AVENUE NW										
	RAMSEY MN 55303										
				Payment Amount					43.56		
107880	RICK JOHNSON DEER AND BEAVER INC	MARCH 2 DEER	PV	56908	001	09101	4/1/2011	040111	180.00		107880 RICK JOHNSON DEER AND BEAVER INC
	RICK JOHNSON DEER AND BEAVER INC			Summary Total					180.00		
	18595 XENOLITH STREET NW										
	BURNS TOWNSHIP MN 55303										
				Payment Amount					180.00		
111741	RIDESAFE TRANSPORTATIO N	TOUR WITH ED REYNOSO- MET COUN	PV	56844	001	09101	3/28/2011	1192011	250.00		111741 RIDESAFE TRANSPORTATIO N

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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
	RIDESAFE TRANSPORTATION 14970 ARGON STREET NW RAMSEY MN 55303			Summary Total					250.00			
				Payment Amount					250.00			
106617	ROTARY CLUB OF RAMSEY	3RD QTR 2010 , 1ST QTR 2011	PV	56640	001	09101	3/16/2011	1 1ST QTR 2011	300.00		106617	ROTARY CLUB OF RAMSEY
	ROTARY CLUB OF RAMSEY ATTEN: MICHELLE THATCHER THE BANK OF ELK RIVER 630 MAIN STREET ELK RIVER MN 55330			Summary Total					300.00			
				Payment Amount					300.00			
112475	S AND T OFFICE PRODUCTS INC S AND T OFFICE PRODUCTS INC	OFFICE SUPPLIES	PV	56700	001	09101	3/15/2011	01OM7527	131.68		112475	S AND T OFFICE PRODUCTS INC
		OFFICE SUPPLIES	PV	56700	002	09101	3/15/2011	01OM7527	76.42			
	1000 KRISTEN COURT ST PAUL MN 55110			Summary Total					208.10			
				Payment Amount					208.10			
100431	SAFETY KLEEN CORPORATION	RECYCLE OIL	PV	56642	001	09101	2/28/2011	923834157	101.00		100431	SAFETY KLEEN CORPORATION
	SAFETY KLEEN CORPORATION			Summary Total					101.00			

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
	PO BOX 382066 PITTSBURGH PA 15250-8066											
									101.00			
100433	SALVERDA AND ASSOC, DONALD	K. ULRICH 2011 ADV EFF MANAGE	PV	56643	001	09101	3/10/2011	P-1102-9	600.00		100433	SALVERDA AND ASSOC, DONALD
	DONALD SALVERDA AND ASSOC 2233 HAMLINE AVE N SUITE 620 ROSEVILLE MN 55113								600.00			
									600.00			
112235	SHARP CREATIVE	RE: GET ON BOARD	PV	56644	001	09295	2/7/2011	28	2,018.75		112235	SHARP CREATIVE
	SHARP CREATIVE 105 FIFTH AVE S. # 513 MINNEAPOLIS MN 55401	RE: COR	PV	56645	001	09295	2/7/2011	26	2,018.75 1,021.25			
									1,021.25			
		MARKETING PACKAGE	PV	56701	001	09295	3/14/2011	031411	2,150.00			
									2,150.00			
									5,190.00			
100453	SRF CONSULTING GROUP INC	SERVICES THROUGH FEB 28,11	PV	56702	001	09101	2/28/2011	07364.00 1	2,562.04		100453	SRF CONSULTING GROUP INC
	SRF CONSULTING GROUP INC								2,562.04			

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
	ONE CARLSON PARKWAY NORTH SUITE 150 MINNEAPOLIS MN 55447-4443								2,562.04			
									2,562.04			
100456	ST CROIX RECREATION CO INC	DOMESTIC TOP	PV	56909	001	09101	3/30/2011	16764	1,144.86		100456	ST CROIX RECREATION CO INC
	ST CROIX RECREATION CO INC 225 NORTH SECOND STREET STILLWATER MN 55082								1,144.86			
									1,144.86			
									1,144.86			
100457	ST JOSEPH EQUIPMENT INC	REPAIR 601	PV	56646	001	09101	3/4/2011	SF07525	240.00		100457	ST JOSEPH EQUIPMENT INC
	ST JOSEPH EQUIPMENT INC	REPAIR 601	PV	56646	002	09101	3/4/2011	SF07525	240.00			
	16200 HWY 10 NW	REPAIR 601	PV	56646	003	09101	3/4/2011	SF07525	721.61			
	ELK RIVER MN 55330	REPAIR 601	PV	56646	004	09101	3/4/2011	SF07525	721.60			
									1,923.21			
									1,923.21			
100469	STREICHER'S POLICE EQUIPMENT	MISC SUPPLIES	PV	56877	001	09101	3/28/2011	1824455	683.57		100469	STREICHER'S POLICE EQUIPMENT
	STREICHER'S POLICE EQUIPMENT								683.57			
									683.57			

CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
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 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
	SHOREVIEW MN 55126	FEB/MAR 11 BILLING	PV	56846	001	09230	3/15/2011	1842	8,665.38			
Summary Total									8,665.38			
Payment Amount									10,586.80			
112079	TOKLE INSPECTIONS INC	BILLING MAR 1, 11	PV	56705	001	09101	3/1/2011	030111	1,914.34		112079	TOKLE INSPECTIONS INC
Summary Total									1,914.34			
Payment Amount									1,914.34			
108522	TOTAL CONTROL SYSTEMS, INC	REPAIR ON DIALER FOR ALARM	PV	56847	001	09601	3/21/2011	5528	525.80		108522	TOTAL CONTROL SYSTEMS, INC
Summary Total									525.80			
Payment Amount									525.80			
104106	TRUSCO MANUFACTURING COMPANY	REGULATOR FOR CO2	PV	56910	001	09101	3/28/2011	306	666.29		104106	TRUSCO MANUFACTURING COMPANY
Summary Total									666.29			
Payment Amount									666.29			

R04570

CITY OF RAMSEY
Create Payment Control Groups

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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
100495 TWIN CITIES FLAG SOURCE TWIN CITIES FLAG SOURCE 3240 - 199TH AVENUE NW ANOKA MN 55303	LOGO FLAGS	PV 56648 001 09101	3/9/2011	15879	262.91		100495 TWIN CITIES FLAG SOURCE
		Summary Total			262.91		
		Payment Amount			262.91		
106812 TWIN CITY FILTER SERVICE INC TWIN CITY FILTER SERVICE INC 2529 25TH AVE S MINNEAPOLIS MN 55406-1280	FILTERS	PV 56647 001 09101	3/9/2011	0484772	57.71		106812 TWIN CITY FILTER SERVICE INC
		Summary Total			57.71		
		Payment Amount			57.71		
106990 USA BLUE BOOK USA BLUE BOOK PO BOX 9004 GURNEE IL 60031-9004	HYDRANT DIFFUSER	PV 56848 001 09601	3/16/2011	353580	90.15		106990 USA BLUE BOOK
		Summary Total			90.15		
		Payment Amount			90.15		
		Total Amount to be Processed			206,823.17		
		Total Number of Payments to be Processed			93		

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 17, 2011 THROUGH APRIL 6, 2011.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of March 17, 2011, through April 6, 2011, in the amount of \$782,003.95 and

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

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

- 1) That the Ramsey City Council hereby approves the cash disbursements made and authorizes payment of the accounts payable invoices as detailed in the attached Bills List for the period March 17, 2011, through April 6, 2011, in the amount of \$782,003.95.

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 12th day of April, 2011.

Mayor

ATTEST:

City Clerk

CC Regular Session**Item #: 5.9.****Date: 04/12/2011****By:** Chris Anderson
Community Development

Information**Title:**

Resolution Proclaiming April 29, 2011 as "Arbor Day" and the Month of May, 2011 as "Arbor Month"

Council Action:

Staff recommends adopting the resolution proclaiming April 29, 2011 as "Arbor Day" and May, 2011 as "Arbor Month".

AttachmentsArbor Day Resolution**Form Review****Inbox**

Aaron Backman

Kurt Ulrich

Form Started By: Chris Anderson

Final Approval Date: 04/07/2011

Reviewed By

Aaron Backman

Kurt Ulrich

Date

04/06/2011 10:06 AM

04/07/2011 09:29 AM

Started On: 03/28/2011 10:43 AM

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #11-04-__

RESOLUTION PROCLAIMING APRIL 29, 2011 AS “ARBOR DAY” AND THE MONTH OF MAY 2011 AS “ARBOR MONTH”

WHEREAS, trees are an increasingly vital resource in Minnesota today and enrich our lives by purifying air, soil and water; and

WHEREAS, trees help conserve and protect soil from erosive forces, moderate temperatures, reduce stormwater runoff, and provide habitat for life of all kinds; and

WHEREAS, trees provide beautiful recreational settings and promote personal, community and ecosystem health; and

WHEREAS, trees increase property values, enhance the economic vitality of business areas, create jobs through forest products and are a renewable resource; and

WHEREAS, activities such as construction damage, regional and distant source pollution, as well as certain diseases and pests, threaten our trees, creating the need for concerted adaptive and collaborative action by locally planting, nurturing and protecting trees for benefit of citizenry, economy and ecology; and

WHEREAS, the City continues to promote both the planting of trees in the community and the associated benefits of trees by coordinating and sponsoring the Environmental Expo & Tree Sale annually.

WHEREAS, the City of Ramsey has been recognized for the nineteenth (19th) consecutive year (2010), as a Tree City USA.

WHEREAS, the Environmental Policy Board will participate in an Arbor Day planting event for the fourth (4) consecutive year.

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 proclaims April 29, 2011 as “Arbor Day”.
- 2) That the Ramsey City Council hereby proclaims the month of May as “Arbor Month”.
- 3) That the Ramsey City Council urges all citizens to plant trees as part of Ramsey’s living history, to participate in disease and pest control programs that will ensure an enduring tree canopy, and collaborate with partners and volunteers to develop

and implement policies to plant, nurture, protect, and steward our natural diversity.

- 4) That the Ramsey City Council encourages efforts to maintain our historic sites with significant tree species, enhance species diversity to buffer against disease and/or pest outbreaks, promote replanting of native species and strategically locate plantings to enhance energy.

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 12th day of April, 2011.

Mayor

ATTEST:

City Clerk

Date: 04/12/2011

By: Tim Himmer
Engineering/Public Works

Information

Title:

Consider no parking resolution for City project #09-25; Dysprosium Street improvements

Background:

City project #9-25 is for the reconstruction of Dysprosium Street NW; including a reduced pavement width, parking bump-outs, sidewalks, lighting, and boulevard trees. The public hearing for the project was held in March 2010, and Council ordered the improvements in May of 2010. Due to the proposed narrower pavement width parking restrictions must be enacted to comply with State Aid requirements and secure funding. The proposed parking restrictions were reviewed as part of the public hearing/meeting process for the road project.

Recommendation:

Staff recommends approving the attached resolution related to parking restrictions for City project #9-25; Dysprosium Street improvements.

Council Action:

Motion to approve the attached resolution related to parking restrictions for City project #9-25; Dysprosium Street improvements.

Attachments

No Parking Resoultion

Form Review

Inbox

Brian Olson

Kurt Ulrich

Form Started By: Tim Himmer

Final Approval Date: 04/07/2011

Reviewed By

Brian Olson

Kurt Ulrich

Date

04/05/2011 10:32 AM

04/07/2011 03:07 PM

Started On: 04/04/2011 02:14 PM

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #11-04-XXX

**RESOLUTION RELATED TO PARKING RESTRICTIONS FOR THE DYSPROSIUM STREET
NW RECONSTRUCTION PROJECT, STATE AID PROJECT 199-110-006**

WHEREAS, the City of Ramsey has planned the improvement of Dysprosium Street NW, State Aid Route No. 199-110-006 from Bunker Lake Boulevard (CSAH 116) to Nowthen Boulevard (CSAH 5) in the City of Ramsey, Minnesota; and

WHEREAS, the City of Ramsey will be expending Municipal State Aid Funds on the improvement of this street; and

WHEREAS, this improvement does 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 the east side of Dysprosium Street NW at all times.

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 12th day of April 2011.

Mayor

ATTEST:

City Clerk

Date: 04/12/2011

By: Jo Thieling
Administrative Services

Information

Title:

Introduce an Ordinance amending Section City Code Section 30-3 titled Property Conditions constituting a public nuisance AND amending City Code Section 2-332 titled Abatement and relating to the abatement of grass, weeds or noxious growths in excess of eight inches in height.

Background:

The Police Department in its role in abating public nuisances in the City has determined that the City Code nuisance provision dealing with grass, weeds, etc., height should be amended so as to define a public nuisance as:

All grass, weeds, or noxious growths of vegetation upon public or private property exceeding one foot eight (8) inches in height, or whatever height specified in the appropriate zoning district, excluding acceptable prairie restoration plant materials.

In an effort to be proactive, the Police Department would like to start the abatement process at the 8 inch height maximum to better address nuisance grass growth. In addition, the Police Department would like to amend the abatement process regarding grass height so that if the City commences the process once in a growing season, the process is streamlined and time frames shortened for each subsequent abatement on the same property. Attached is a proposed ordinance which if ultimately adopted will address both the grass height recommendation and the streamlined abatement process.

Recommendation:

Staff recommends introduction of proposed amending ordinance.

Funding Source:

N/A

Council Action:

Motion to introduce the Ordinance amending Section City Code Section 30-3 titled Property Conditions constituting a public nuisance AND amending City Code Section 2-332 titled Abatement and relating to the abatement of grass, weeds or noxious growths in excess of eight inches in height.

Attachments

Ordinance - Public Nuisance

Form Review

Inbox

Kurt Ulrich

Form Started By: Jo Thieling

Final Approval Date: 04/07/2011

Reviewed By

Jo Thieling

Date

04/07/2011 03:28 PM

Started On: 04/07/2011 11:21 AM

ORDINANCE #11-XX
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE AMENDING CITY CODE SECTION TITLED PROPERTY CONDITIONS CONSTITUTING A PUBLIC NUISANCE AND THIS ORDINANCE AMENDING CITY CODE SECTION 2-332 TITLED ABATEMENT.

This Ordinance amends City Code Section 30-3 titled Property Conditions constituting a public nuisance AND this Ordinance amends City Code Section 2-332 titled Abatement and relating to the abatement of grass, weeds or noxious growths in excess of eight inches in height.

The City of Ramsey ordains:

SECTION 1. PURPOSE

It is the purpose of this Ordinance to (1) amend the City Code's definition of that certain public nuisance relating to the height of grass, weeds or noxious growths of vegetation, and (2) amend the City Code process as it relates to abating the public nuisance of grass, weeds or noxious growths of vegetation which exceed eight inches in height.

SECTION 2. AMENDMENT

- A. City Code Section 30-3(10) declaring as a public nuisance grass, weeds or noxious growths of vegetation is amended to provide as follows:

All grass, weeds, or noxious growths of vegetation upon public or private property exceeding **eight (8) inches** in height, or whatever height specified in the appropriate zoning district, excluding acceptable prairie restoration plant materials.

- B. City Code Section 2-332 Abatement, paragraph (d).Abatement Procedure (2) Procedure for Public Nuisances a.3 is amended to provide as follows:

3.

- i. The notice shall also state that failure to abate the nuisance or violation, or request a hearing within the applicable time periods will result in abatement procedures, and that the cost of abatement with penalties and interest will be billed to the property owner. Pursuant to applicable state statutes, any unpaid fees and fines will be charged against the benefited property via special assessment under Minnesota Statutes for certification to the county auditor and collection along with current taxes the following year or in annual installments not exceeding ten, as the council may determine in each case.

- ii. Notwithstanding the 14 day notice described in paragraph a. above, and in the case of a public nuisance defined in Section 30-3 relating to grass, weeds, or noxious growths of vegetation upon public or private property exceeding eight (8) inches in height, the notice shall also state that in the event more than one abatement process for the same public nuisance has been undertaken on the same property within the previous 12 month term, the nuisance or violation must be abated within five (5) business days from the date of service of the notice.
- iii. Notwithstanding paragraph a. 2. the notice shall state that the property owner may within five (5) business days of the date of the order, request a hearing before the hearing examiner and shall set out the procedure by which the hearing may be requested.

The purpose of this provision is to insure that the excessive growth of grass, weeds or noxious growths of vegetation is timely abated during the growing season.

SECTION 3. EFFECTIVE DATE

This Ordinance becomes effective upon its passage and thirty (30) days after its publication according to law, subject to City Charter Section 5.7.

PASSED by the City Council of the City of Ramsey, Minnesota, the ____ day of April, 2011.

Bob Ramsey
Mayor

ATTEST:

Jo Ann M. Thieling, CMC
City Clerk

Introduction Date: April 12, 2011
Posting Dates:
Adoption Date:
Publication Date:
Effective Date:

Date: 04/12/2011

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.

The ordinance was introduced on March 22, 2011 and is now eligible for adoption.

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 waive the City Charter requirement to read the ordinance aloud

-AND-

Adopt the ordinance to amend City Code Section 117-118 (Town Center) of the Ramsey City Code.

Roll Call Vote: Councilmember McGlone
Councilmember Jeffrey
Councilmember Tossey
Councilmember Backous
Councilmember Elvig
Councilmember Wise

Attachments

Proposed Ordinance

Inbox

Kurt Ulrich

Form Started By: Tim Gladhill

Final Approval Date: 04/07/2011

Reviewed By

Kurt Ulrich

Form Review

Date

04/07/2011 02:15 PM

Started On: 03/31/2011 01:05 PM

ORDINANCE #11-__

CITY OF RAMSEY
ANOKA COUNTY STATE OF MINNESOTA

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

AN ORDINANCE AMENDING SECTION 117-111 (d) "R-1 BULK STANDARDS" OF CHAPTER
117 OF THE CITY CODE OF RAMSEY, MINNESOTA.

The City of Ramsey ordains:

SECTION 1. AMENDMENT

Section 117-111 (d) of Ramsey City Code shall be amended as follows:

Sec. 117-118. - ~~Town Center~~The COR District.

- (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~~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

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Bottom: 1"

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 ~~TCCOR~~-1 subdistrict.

- (3) ~~TCCOR~~-3 and ~~TCCOR~~-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 ~~TCCOR~~-3 subdistrict is further defined by a ~~TCCOR~~-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 ~~TCCOR~~-3a subdistrict than other development within the ~~TCCOR~~-3 subdistrict.

- (4) ~~TCCOR~~-4 (~~TCCOR~~-4a, ~~TCCOR~~-4b and ~~TCCOR~~-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 ~~TCCOR~~-4 subdistrict is further defined into three categories according to the residential net density:

- a. The ~~TCCOR~~-4a subdistrict is the lowest density area in the ~~TCCOR~~-4 District allowing up to ten dwelling units per acre.
- b. The ~~TCCOR~~-4b subdistrict is the medium density area in the ~~TCCOR~~-4 District allowing up to 15 dwelling units per acre. This area is located along higher volume roadways within the ~~Town CenterCOR~~ and along its perimeter.
- c. The ~~TCCOR~~-4c subdistrict shall provide the highest densities in the ~~TCCOR~~-4 District requiring a minimum of 15 dwelling units per acre. This area is adjacent to the mixed-use core.

- (5) ~~TCCOR~~-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 CenterCOR~~. A minimum of ten percent of the gross acreage of the ~~Town CenterCOR~~ 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 ~~TCCOR~~-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 CenterCOR~~ 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	CORTG-1	CORTG-2	CORTG-3 and 3a		CORTG-4a, b and c			CORTG-5
	2	3	3a	a	b	c		
RESIDENTIAL								
Single-family detached	N	N	N	N	P	N	N	N
Twinhomes	N	N	N	N	P	N	N	N
Duplexes	N	N	N	N	P	N	N	N
Row houses/townhouse	P	N	N	N	P	P	P	N
Multistory apartments/condominiums	P	N	N	N	N	P	P	N
Secondary units	N	N	N	N	P	N	N	N
Live-work units	P	N	P	N	P	P	H	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.
					;lt;2,500 sq. ft.			
Tavern, bar					P	P	P	
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	~~CORTC-1~~	~~CORTC-2~~	~~CORTC-3~~ and 3a		~~CORTC-4a,~~ b and c	~~CORTC-5~~
Minimum lot size	None	None	None	None	None	0.5 acre
Minimum lot width (if lotted)	20 feet	80 feet	40 feet	40 feet	20 feet	n/a
Minimum lot depth (if lotted)	80 feet	100 feet	80 feet	80 feet	80 feet	n/a
Allowable residential density in dwelling units per acre ^(a)	>15 DU/AC	>15 DU/AC	None	None	4a - up to 10 4b - up to 15 4c - min. of 15	n/a
Minimum floor area ratio (FAR) for nonresidential uses/vertically mixed buildings/sites	.75	.25	.25	.25	n/a	n/a
Setbacks						
Front yard (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	2 - 5 stories	1 - 4 stories	2 - 4 stories	2 - 4 stories	1 - 4 stories	1 - 2 stories

(min. - max.)						

- 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 ~~TCCOR~~-1 and ~~TCCOR~~-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
Multifamily units Required: 2 per unit
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 ~~TCOR~~-1, ~~TCOR~~-3, ~~TCOR~~-4 and ~~TCOR~~-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.

six inches.

2. The sign shall project outward from the wall to which it is attached no more than

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 ~~TEC~~COR-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.

117-463(l).

1. Directional or instructional signs are permitted in accordance with section
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.~~

- d. 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.

- e. 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;
- (iii) Use U.S. Geological Service datum for mapping.

and

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.~~

45. 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.

56. A written evaluation from the city staff shall be forwarded to the planning commission and the applicant prior to the public hearing.

67. 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.

78. The preliminary plat and site plan shall be scheduled for a council meeting within 30 days after the submittal of the planning commission meeting.

89. 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. 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. 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.

65. 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)

SECTION 2. SUMMARY

The following official summary of Ordinance #11-__ has been approved by the City Council of the City of Ramsey as clearly informing the public of the intent and effect of the Ordinance.

It is the intent of this Ordinance to amend the Town Center Zoning District to rename the district The COR and to amend the development review process to remove the Town Center Review Board requirement.

SECTION 3. EFFECTIVE DATE

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

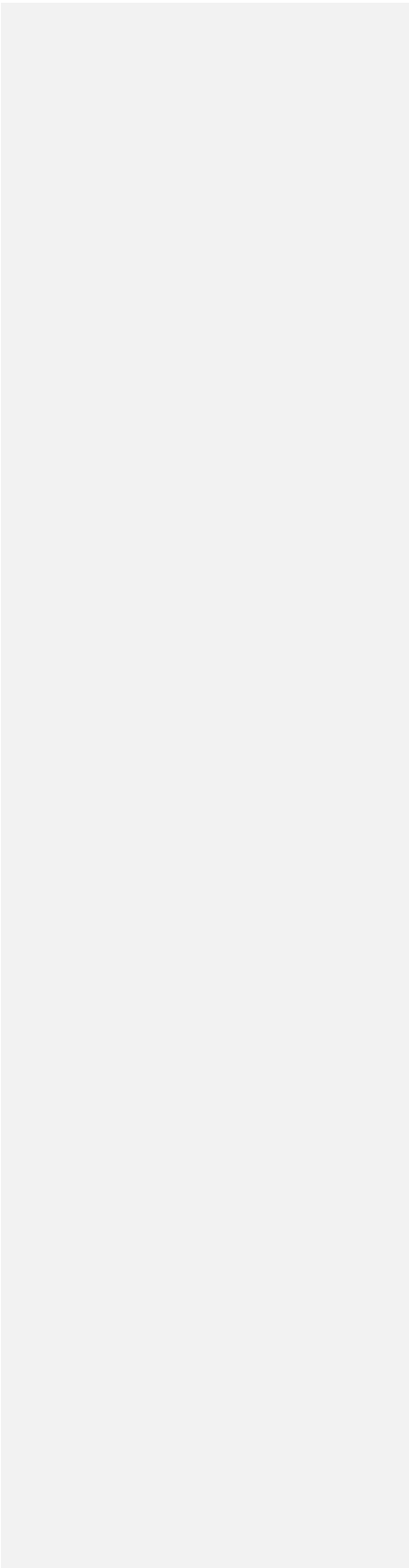
Adopted by the Ramsey City Council the ____ day of _____, 2011.

Mayor

ATTEST:

City Administrator

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



Date: 04/12/2011

By: Colleen Lasher
Administrative Services

Information

Title:

Report from the Personnel Committee meeting held on March 22, 2011.

Case 1: Consider a Resolution to Authorize a Paid-on-call Firefighter Recruitment

Case 2: Consider a Resolution Ending the Probation of Paid-On-Call Firefighters

Background:

Case 1: The case was reviewed by staff explaining the need to bring the city to its full complement of firefighters. Staff wishes to begin a recruitment process to hire up to a total of 6 new paid-on-call firefighters to service the Ramsey and Nowthen stations. Chief Kapler provided the Personnel Committee with an explanation regarding the staffing levels.

Case 2: The case was reviewed by staff explaining that a group of paid-on-call firefighters are coming up on the end of their 1-year probation. The following paid-on-call firefighters Cory Helgoe, Steve Lundeen, and Paul Reighard have successfully completed the required 1-year probation, including the necessary training.

Recommendation:

Case 1: Motiioned to recommend adoption of resolution # 11-04-XXX, which upon City Council approval, will allow staff to begin a firefighter recruitment.

Case 2: Motioned to recommend adoption of resolution 11-04-XXX which, upon City Council approval, removes Cory Helgoe, Steve Lundeen, and Paul Reighard from probation and retains them as a paid on-call Fire Fighters.

Council Action:

Case 1: Make a motion to confirm the recommendation of the Personnel Committee adopting resolution # 11-04-XXX to authorize staff to begin a firefighter recruitment.

Case 2: Make a motion to confirm the recommendation of the Personnel Committee adopting resolution 11-04-xxx to remove Cory Helgoe, Steve Lundeen, and Paul Reighard from probation and retain them as a paid on-call Fire Fighters.

Attachments

03-22-11 PC Meeting Resolutions and Docs.

Form Review

Inbox
Kurt Ulrich

Reviewed By
Kurt Ulrich

Date
04/07/2011 09:29 AM

Form Started By: Colleen Lasher
Final Approval Date: 04/07/2011

Started On: 03/25/2011

City of Ramsey
Agenda
Personnel Committee
Tuesday March 22, 2011
5:30 pm
Lake Itasca Room, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Citizen Input**
- 3. Approve Agenda**
- 4. Committee Business**
 1. Consider a Resolution to Authorize a Paid-on-call Firefighter Recruitment
 2. Consider a Resolution Ending the Probation of Paid-On-Call Firefighters
- 5. Adjournment**

Date: 03/22/2011

By: Colleen Lasher
Administrative Services

Information

Title:

Consider a Resolution to Authorize a Paid-on-call Firefighter Recruitment

Background:

In an effort to bring the City to its full complement of firefighters, staff wishes to begin a recruitment process to hire additional paid-on-call firefighters. If approved, a firefighter orientation will held in April 2011 followed by an application period, review of applications, interviews, physical agility tests, background checks, medical appointments and final authorization to hire.

Recommendation:

Staff recommends authorization of resolution # 11-04-XXX, which upon City Council approval, will allow staff to begin a firefighter recruitment.

Funding Source:

Paid-on-call positions are approved as part of the 2011 General Fund Budget. Per the Joint Powers Agreement with the City of Nowthen, the City of Ramsey will be reimbursed for a portion of the salaries for these positions.

Council Action:

Motion to approve resolution # 11-04-XXX to authorize staff to begin a firefighter recruitment.

Attachments

Resolution

Form Review

Inbox

Kurt Ulrich

Form Started By: Colleen Lasher

Final Approval Date: 03/17/2011

Reviewed By

Kurt Ulrich

Date

03/17/2011 12:57 PM

Started On: 03/14/2011 08:08 AM

Council Member introduced the following resolution and moved for its adoption:

RESOLUTION #

A RESOLUTION AUTHORIZING A PAID-ON-CALL FIREFIGHTER RECRUITMENT

WHEREAS, the Fire Chief, along with the City Administrator, have agreed that a firefighter recruitment is needed in order to bring the City to its full complement of firefighters, and

WHEREAS, staff has requested authorization to begin a recruitment process for paid-on-call firefighters; and

WHEREAS, funding for these positions are part of the approved 2011 General Fund Budget. Per the Joint Powers Agreement with the City of Nowthen, the City of Ramsey will be reimbursed for a portion of the salaries for these positions.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA,

Adopts resolution # 11-04-XXX to authorize a paid-on-call firefighter recruitment.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member, , 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 12nd day of April 2011.

Personnel Committee

Item #: 4. 2.

Date: 03/22/2011

By: Colleen Lasher
Administrative Services

Information

Title:

Consider a Resolution Ending the Probation of Paid-On-Call Firefighters

Background:

On April 13, 2010 the City Council authorized the hire of Cory Helgoe, Steve Lundeen, and Paul Reighard. All three individuals have successfully completed the required 1-year probation, including the necessary training.

Recommendation:

Based on satisfactory completion probation, staff recommends approving resolution 11-04-XXX which, upon City Council approval, removes Cory Helgoe, Steve Lundeen, and Paul Reighard from probation and retains them as a paid on-call Fire Fighters.

Funding Source:

There is no additional funding required for this action.

Council Action:

Motion to approve resolution 11-04-XXX which confirms the recommendation of the Personnel Committee to remove Cory Helgoe, Steve Lundeen, and Paul Reighard from probation and retain them as a paid on-call Fire Fighters.

Attachments

Resolution

Form Review

Inbox

Kurt Ulrich

Form Started By: Colleen Lasher

Final Approval Date: 03/16/2011

Reviewed By

Kurt Ulrich

Date

03/16/2011 11:23 AM

Started On: 03/11/2011

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #

**RESOLUTION ENDING THE PROBATIONARY PERIOD FOR
PAID ON-CALL FIRE FIGHTERS**

WHEREAS, Mr. Cory Helgoe, Mr. Steve Lundeen, and Mr. Paul Reighard began working for the City on April 14, 2010 and were subject to a 1-year probationary period; and

WHEREAS, Mr. Cory Helgoe, Mr. Steve Lundeen, and Mr. Paul Reighard have completed the required probationary period and the necessary training.

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 adopts this resolution to end the probationary period and grant status as paid on-call Fire Fighter to Mr. Cory Helgoe, Mr. Steve Lundeen, and Mr. Paul Reighard effective April 14, 2011.

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 12th day of April 2011.

Date: 04/12/2011

By: MaryJo Warner
Engineering/Public Works

Information

Title:

Report from Public Works

Background:

The Public Works Committee met on March 15, 2011 and discussed the following four cases.

Case #1: Consider Agreement with Minnesota Pollution Control Agency regarding Ambient Groundwater Quality Monitoring Wells

Background:

Public Works Director Olson reviewed in the staff report and stated on February 10, 2010 staff received a request from the Minnesota Pollution Control Agency (MPCA) to consider allowing the use of City owned property to install monitoring wells so they could improve their Ambient Groundwater Quality Monitoring Network. This monitoring well program is part of a network designed to provide long-term information about Minnesota's groundwater quality. It is the MPCA's intention to maintain these monitoring wells and to monitor them indefinitely.

He explained the Agency is testing sites that have not yet been tested to establish a base line report.

Discussion ensued regarding the requirement to establish an escrow for the well abandonment in the future. In conversations with the Department of Health as well as the MPCA, they have indicated that the administrative procedures that would be required to implement such a request would be too costly and that their track record since this program was first initiated (1980) has been 100%.

Motion to recommend that the City Council approve of the access agreement subject to the review and approval by the City Attorney.

Case #2: Consider Policy for the Disposition of Surplus Wood and Tree Waste

Parks Supervisor Riverblood stated the purpose of this case is to develop a policy for handling the disposal of those wood wastes (saw logs and firewood suitable material) that have monetary value, such that it is fair, transparent, and may yield a small amount of revenue for the City.

Discussion took place on whether it is more feasible to give wood away, sell good quality wood, or pay to bring it to the compost site. It was noted that there may be security or liability issues related to keeping the wood and there may be benefits to selling or giving it away.

Parks Supervisor Riverblood offered to check with the County on their compost site, and bring an update back to the Committee. He added the policy can be updated at any point.

Since the Public Works Committee meeting staff contacted the County's compost site and was informed they would be open to the City's use of the site during normal business hours and the same rates would apply as any resident

would be charged. The rates are as follows:

- Branches 6 inches or less in diameter - \$6.00/cubic yard
- Branches or logs greater than 6 inches in diameter - \$10.00/cubic yard
- Trunks or stumps greater than 2 feet in diameter - \$40.00/cubic yard

Staff also was informed that the compost site is only open from April through November.

Motion , to recommend that the City Council approve the Policy for the Disposition of Surplus Wood and Tree Waste, with the policy brought back to this Committee for updates annually.

Case #3: Consider Update on Retro Fitting of Public Works Lighting

Background:

At the January 18th Public Works Committee meeting, staff presented a proposal from AID Electric to retro fit the lighting at the Public Works campus (this was the apparent low quote from the three quotes we received before that meeting). This proposal calls for replacing the current fixtures (metal halide and T12 fluorescents) with T-8 fluorescent bulbs and ballasts, with motion sensors attached to some of the fixtures.

The direction received at that January Public Works Committee meeting was to research LED lighting. Staff presented a graph that runs through the lifespan of LED versus fluorescents versus doing nothing.

Since the Public Works Committee meeting, there has been questions about the warranties of the products that were quoted as part of the retrofitting of the lighting at the Public Works facility. Aid Electric has assured us that all the products that were quoted meet Connexus warrantee requirement for rebates (bulbs and ballasts 3 years).

Motion to recommend that the City Council approve the project and contracting with AID Electric for installation of the fluorescent option and that the AID proposal be further modified to require disposal of all fixtures as described in the vehicle storage building.

Case #4: Discuss Trail Construction in Conjunction with an Overlay to Alpine Drive near Alpine Park

Staff explained they are preparing a project for the bituminous overlay of Alpine Drive, from Ramsey Boulevard to Sunfish Lake Boulevard, for construction this year. The plans have yet to be developed, and are coordinating the project scope with Anoka County due to their signalization project at Sunfish Lake Boulevard and Alpine Drive.

Staff is asking for feedback from the Council on whether a trail and/or sidewalk should be included in the overall project scope before we get too far along in the design and MSA review process.

Motion to recommend to the City Council that Staff split the project into two projects as needed. Phase 1 being the necessary overlay of Alpine Drive from approximately the skate park location within Alpine Park to Ramsey Boulevard, to be completed in 2011. Phase 2 would include maintenance needs on the remainder of Alpine Drive to Sunfish Lake Boulevard and include within the project scope a possible trail connection between Alpine Park and Central Park, which can potentially be accomplished easier due to the recently completed boardwalk from Sweetbay Ridge.

COMMITTEE INPUT

Review CSAH5 – Nowthen Boulevard Reclaim and Overlay

City Engineer Himmer stated Anoka County would like to complete an overlay project on CSAH5 this year. The County received federal funds for this project. He explained every public street intersection will have a bypass installed. He noted he has a set of plans and he invited Committee members to look at it as they have time.

No action taken, for informational purpose only.

Recommendation:

Staff recommends ratifying the recommendations of the Public Works Committee.

Council Action:

Ratify the recommendations of the Public Works Committee.

Attachments

Agenda 03.15.11

Form Review

Inbox	Reviewed By	Date
Mark Riverblood	Mark Riverblood	04/04/2011 10:25 AM
Grant Riemer	Grant Riemer	04/04/2011 10:56 AM
Tim Himmer	Tim Himmer	04/04/2011 01:56 PM
Brian Olson	Brian Olson	04/05/2011 10:39 AM
Kurt Ulrich	Kurt Ulrich	04/07/2011 02:15 PM
Form Started By: MaryJo Warner		Started On: 03/30/2011 01:09 PM
Final Approval Date: 04/07/2011		

City of Ramsey
Agenda
Public Works Committee
Tuesday March 15, 2011
5:30 pm
Lake Itasca Room, 7550 Sunwood Drive NW

1. **Call to Order**
2. **Citizen Input**
3. **Approve Agenda**
4. **Approve Minutes**
 1. Approve Regular Meeting Minutes Dated February 15, 2011
5. **Committee Business**
 1. Consider Agreement with Minnesota Pollution Control Agency regarding Ambient Groundwater Quality Monitoring Wells
 2. Consider Policy for the Disposition of Surplus Wood and Tree Waste
 3. Update on Retro Fitting of Public Works Lighting
 4. Discuss Trail Construction in Conjunction with an Overlay to Alpine Drive near Alpine Park
6. **Committee/Staff Input**

Review CSAH5 - Nowthen Boulevard Reclaim and Overlay
7. **Adjournment**

Public Works Committee

Item #: 4. 1.

Date: 03/15/2011

By: MaryJo Warner
Engineering/Public Works

Information

Title:

Approve Regular Meeting Minutes Dated February 15, 2011

Background:

N/A

Notification:

Observations:

Funding Source:

N/A

Staff Recommendation:

Committee Action:

Approve Minutes

Attachments

Feb PW minutes

Form Review

Inbox

Tim Himmer

Brian Olson

Kurt Ulrich

Form Started By: MaryJo Warner

Final Approval Date: 03/10/2011

Reviewed By

Tim Himmer

Brian Olson

Jo Thieling

Date

03/09/2011 09:33 AM

03/09/2011 10:15 AM

03/10/2011 10:32 AM

Started On: 03/07/2011 04:18 PM

**PUBLIC WORKS COMMITTEE
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Public Works Committee conducted a regular meeting on Tuesday, February 15, 2011, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Colin McGlone
 Commissioner Randy Backous
 Commissioner David Elvig

Members Absent: None.

Also Present: City Administrator Kurtis G. Ulrich
 Public Works Director Brian Olson
 City Engineer Tim Himmer
 Utilities Supervisor John Nelson
 Development Manager Darren Lazan
 Councilmember David Jeffrey
 Councilmember Bob Ramsey
 Councilmember Jason Tossey
 Councilmember Jeffrey Wise

CALL TO ORDER

Chairperson McGlone called the regular meeting of the Public Works Committee to order at 5:40 p.m.

CITIZEN INPUT

There was none.

APPROVE AGENDA

Motion by Commissioner Elvig, seconded by Commissioner Backous, to approve the agenda as submitted.

Motion carried. Voting Yes: Chairperson McGlone, Commissioners Elvig and Backous.
Voting No: None. Absent: None.

APPROVE MINUTES

Motion by Commissioner Backous, seconded by Commissioner Elvig, to approve the minutes from the January 18, 2011, Public Works Meeting.

Motion carried. Voting Yes: Chairperson McGlone, Commissioners Backous and Elvig.
Voting No: None. Absent: None.

COMMITTEE BUSINESS

Case #5.1 Overview of the Utility Department SCADA System

Utilities Supervisor Nelson reviewed the staff report.

Commissioner Elvig asked how thick the ice can get.

Utilities Supervisor Nelson said he has heard of the ice getting six feet thick, though that is in extreme climates. He did not think the climate here is cold enough to create ice that thick.

Commissioner Elvig questioned whether there is a constant evolution of the water.

Utilities Supervisor Nelson explained there is a control that automates this, and demonstrated how the water fluctuates. He indicated there are alerts built into the SCADA system and discussed the events that would trigger an alarm.

Public Works Director Olson commented there is a manual check daily to be sure there are ample chemicals in the tanks. If there is a chemical leak, the alarm will be set off.

Commissioner Elvig questioned what the security override is.

Utilities Supervisor Nelson responded the system is password protected, and the keys to the pump house are kept by Staff. If this system fails, there is a backup system that will send a notification if there was a computer crash. In addition, there is another computer as backup.

Public Works Director Olson noted it is a “rock solid” system and if an employee were to leave the City, passwords would be changed.

Chairperson McGlone asked if this is tied into the wellhead protection.

Utilities Supervisor Nelson answered it is the reason for the wellhead protection.

Case #5.2 Overview of the 2011 Street Maintenance Program

City Engineer Himmer reviewed the staff report.

Chairperson McGlone noted there was a lot of curb damage last year, leaving less in the budget to work with this year. He wanted to be sure the resources were not exceeded. He questioned what funds would be used for pothole repair since MSA funds are depleting.

Public Works Director Olson explained that pothole repair would come from the General Fund.

Discussion took place regarding locations of large potholes. Public Works Director Olson agreed to look at them.

City Engineer Himmer recommended his intent be added to next month's Consent Agenda with the feasibility study and to call a public hearing.

Motion by Commissioner Elvig, seconded by Commissioner Backous, to recommend that the City Council direct staff to prepare feasibility study for the 2011 Street Maintenance Program and schedule a public open house.

Motion carried. Voting Yes: Chairperson McGlone, Commissioners Elvig and Backous. Voting No: None. Absent: None.

Case #5.3 Consider Change Order for City Improvement Project #10-32; 176th Avenue Culvert

City Engineer Himmer reviewed the staff report.

Chairperson McGlone asked what material was used for the culvert.

City Engineer Himmer responded it was corrugated metal, 42 inch. The road is 28 feet wide.

Public Works Director Olson noted it was a hole the Staff was replacing annually.

Chairperson McGlone commented the assumptions made by Staff were not accurate enough, and this happens repeatedly. He asked if bidding should be done in another manner or more borings should be conducted to assure accuracy.

City Engineer Himmer explained the boring wasn't done in the middle of the road.

Commissioner Elvig asked if the boring could be angled for a better reading.

City Engineer Himmer explained the boring could be done at an angle, though it doesn't help to know the depth at that spot. He noted that if the money is going to be spent to do borings that may not be accurate, it could just as easily be spent to do the repair.

Public Works Director Olson explained the borings that were done indicated 5 – 6 feet of muck on either side of the road. If there would have been a large discrepancy on either side of the road, there would have been a reason to explore with additional borings. Staff gave the best estimate for use in bidding.

Discussion took place on the bidding process and how to ensure the accurate bidding.

Motion by Commissioner Elvig, seconded by Commissioner Backous, to recommend that the City Council approve the change order for Improvement Project #10-24; 176th Avenue culvert replacement, in the amount of \$20,395.56.

Motion carried. Voting Yes: Chairperson McGlone, Commissioners Elvig and Backous. Voting No: None. Absent: None.

Case #5.4 Consider Engineering Services Request for Proposals

City Engineer Himmer reviewed the staff report.

Councilmember Elvig commented this proposal makes sense, noting Staff has relationships with people that have a history in the City. He asked that the same protocol is followed no matter what the project is.

City Engineer Himmer agreed and stated he could email the consultants in this “pool” for their schedule and cost, and basically it would come down to the cost as the deciding factor. The background would have already been reviewed.

Councilmember Tossey questioned what would this “pool” consist of.

City Engineer Himmer answered the biggest use would be for drafting. Though the City has two drafters, one has multiple responsibilities and it is difficult for Staff to complete some of the larger projects. The “pool” could be used for feasibility studies, general municipal engineering, land surveying and structural ability.

Public Works Director Olson explained the large projects, such as the parking ramp, would be an RFP as that is specialized help.

Chairperson McGlone inquired how the City’s contract with Landform fits in.

City Administrator Ulrich stated it relates to the fact that there is language in Landform’s contract that the City will use them, if possible. Landform would have the first right of refusal.

City Engineer Himmer noted Landform is not precluded from anything and if it is a development issue, Staff would lean toward Landform for the work.

Chairperson McGlone raised the issue of the City owning its own information, and it needs to be in a format Staff can open and use.

Motion by Commissioner Elvig, seconded by Commissioner Backous, to recommend that the City Council authorize staff to distribute an RFP for engineering services in an effort to build a specialized pool of three to five consultants for a term of three years to utilize, as necessary, for overflow work.

Further discussion: There was discussion on the types of work that would be requested from the consultants.

Chairperson McGlone requested a friendly amendment to include language stating the information would be owned by the City and presented in a format the City can use and manipulate. Commissioners Elvig and Backous accepted this friendly amendment.

Motion carried. Voting Yes: Chairperson McGlone, Commissioners Elvig and Backous. Voting No: None. Absent: None.

Case #5.5 Consider Roadway Modifications at TH10 & Feldspar Street NW

City Engineer Himmer reviewed the staff report.

Chairperson McGlone requested accident data.

City Engineer Himmer stated there have been 20 accidents at this intersection since 2000. There were 8 accidents in 2008 and the average number of accidents per year going back to 2005 is 4. He also noted the list of citations issued.

Chairperson McGlone suggested this data doesn't meet any kind of warrant.

City Engineer Himmer noted it is a confusing turn for motorists. If drivers can use turn lanes, a lot of the issues will be eliminated.

Chairperson McGlone noted there are roads in the City with worse data. This is the State's issue and the complaints should be forwarded to the State.

City Engineer Himmer explained the issues have been forwarded to the State, which is where this proposal came from, to complete the improvement in 2015.

Councilmember Elvig suggested the schedule be moved up, though he would prefer the money not be spent. He said he thought MnDOT wanted to close these types of medians. Councilmember Elvig stated he does not want access to Highway 10 until this intersection is repaired and doesn't want to wait a long time. He would like to see improvements for safety and noted this is a better offer than what was proposed.

Chairperson McGlone stated he is satisfied to wait for MnDOT's schedule, noting it is the State's road and they should spend the money on it.

Councilmember Tossey indicated there could be an opportunity to advance the project, and if that is the case, the City should take advantage of it.

Public Works Director Olson stated he will ask the State to do the improvements faster, noting that the City will not put money into it.

Motion by Chairperson McGlone, seconded by Commissioner Elvig, to recommend that the City Council request that MnDOT advance the project sooner with State funding and no City funding.

Motion carried. Voting Yes: Chairperson McGlone, Commissioners Elvig and Backous. Voting No: None. Absent: None.

Case #6: Update on Retro Fitting of Public Works Lighting

Public Works Director Olson reviewed the staff report.

Rob Schiller, Ready Watt Electric, explained the cost of using LED would be 25% less than fluorescent in usage. However, the replacement cost would be a larger savings due to the low maintenance. However, fluorescent bulbs have a significantly shorter life span.

Councilmember Elvig asked whether it shortens the life of LED lights to turn them on and off.

Mr. Schiller responded the fluorescent bulbs are better for that.

Motion by Commissioner Elvig, seconded by Commissioner Tossey, to recommend to City Council approval of the retro fitting project and approve contracting with AID Electric for the installation.

Further discussion: Commissioner Tossey inquired if the parameters were the same for all the company's quotes. Public Works Director Olson answered they were the same. The companies were asked to replace the ballast and fixtures. Mr. Schiller commented he discovered his bid is higher than others, though he found discrepancies with other proposals. Because their bids are a matter of public record, he compared the bids. Mr. Schiller detailed the discrepancies he noticed with the quote on fluorescent lighting and pointed out the difference in dollar amounts. There was no debate on whether another fluorescent quote would be accepted. Public Works Director Olson indicated the specific direction from the Council was to obtain an LED quote. Chairperson McGlone noted Mr. Schiller gave a quote and did his homework to find discrepancies in the other quotes. This is public information and if there are discrepancies, Staff needs to get to the bottom of it. Public Works Director Olson stated he will research the discrepancies. He recommended the Public Works Committee delay this item until he can determine the facts.

Substitute motion by Commissioner Elvig, seconded by Commissioner Tossey, to table this item until the next Public Works Committee meeting.

Further discussion: Councilmember Elvig asked when this would come back to the Committee. City Administrator Ulrich said it will be postponed to the March Public Works Committee meeting.

Motion carried. Voting Yes: Chairperson McGlone, Commissioners Elvig, Tossey, Backous, Jeffrey, Ramsey, and Wise. Voting No: None. Absent: None.

COMMITTEE/STAFF INPUT

None.

ADJOURNMENT

Motion by Commissioner Tossey, seconded by Commissioner Elvig, to close the regular meeting of the Public Works Committee.

Motion carried.

The regular meeting of the Public Works Committee adjourned at 6:54 p.m.

Respectfully submitted,
Brian Olson
Public Works Director

Drafted by Chris Moksnes
TimeSaver Off Site Secretarial, Inc.

Date: 03/15/2011

By: Brian Olson
Engineering/Public Works

Information

Title:

Consider Agreement with Minnesota Pollution Control Agency regarding Ambient Groundwater Quality Monitoring Wells

Background:

On February 10, 2010 Staff received a request from the Minnesota Pollution Control Agency (MPCA) to consider allowing the use of City owned property to install monitoring wells so they could improve their Ambient Groundwater Quality Monitoring Network. This monitoring well program is part of a network designed to provide long-term information about Minnesota's groundwater quality. It is the MPCA's intention to maintain these monitoring wells and to monitor them indefinitely.

Attached to this case is a presentation that explains the program as well as an access agreement that would allow MPCA Staff or their environmental consultant to enter onto the said premises for well construction and monitoring activities.

There will be 2 members of Peer Environmental, (MPCA environmental consultant) available at the meeting if there are questions relating to the purpose of the program.

Notification:

Observations:

Over the years, Staff has received numerous requests for information regarding groundwater levels. Whether that is a resident reacting to a construction project that requires dewatering or from another agency such as the Watershed Management Organization, this information would be helpful and could even reduce the amount of money spent in the future. Since the MPCA will provide copies of the results of all sampling conducted on the Property, any improvement of this network will also allow the establishment of a baseline of groundwater table information.

As mentioned in the access agreement, termination can be achieved within 60 days notice by either party. The Property Owner understands that, should either party decide to terminate this agreement, state law requires proper closure of the well. The MPCA will be responsible for all costs and activities associated with closure of the monitoring well. The Property Owner agrees and understands that, to close the well, it will be necessary to provide access to the MPCA for the purpose of well closure, and the Property Owner hereby agrees to provide that access, conditioned only on 48 hours written notice.

There are three sites that the MPCA has designated as appropriate for these monitoring wells. (See attachments). Two of them are located in underutilized park spaces and one of them is in an industrial area. Staff has internally discussed these sites and feel that the sites on the park properties are generally acceptable but the site shown on the industrial property should be located in the NW corner. Staff does not believe that these installations would not affect the use of these parcels nor the potential resale of these properties and therefore have recommended approval of the access agreement subject to the review and approval by the City Attorney.

Funding Source:

There is no funding necessary for this action.

Staff Recommendation:

Staff recommends approval of the access agreement subject to the review and approval by the City Attorney.

Committee Action:

Motion to recommend to the City Council approval of the access agreement subject to the review and approval by the City Attorney.

Attachments

access agreement

Fact sheet

Program presentation

Well #67 - Rabbit

Well #69 - Traprock

Well #75 - industrial

Form Review

Inbox

Kathy Schmitz

Kurt Ulrich

Form Started By: Brian Olson

Final Approval Date: 03/10/2011

Reviewed By

Kathy Schmitz

Kurt Ulrich

Date

03/09/2011 10:07 AM

03/10/2011 01:44 PM

Started On: 03/08/2011 09:32 AM

MPCA PROPERTY ACCESS AGREEMENT WITH

(Property Owner)

1. Purpose of Agreement. The Minnesota Pollution Control Agency (MPCA) is enhancing its ambient groundwater monitoring network in Minnesota. The attached fact sheet describes this groundwater monitoring network (“network”), which will help provide information about the quality of Minnesota’s groundwater and identify trends in water quality. The MPCA is assessing groundwater in this region. As part of the groundwater assessment, the MPCA is installing wells to obtain water samples for analysis.
2. Parties. This agreement is between the MPCA and _____ (the “Property Owner”), who owns property located at _____ (the “Property”) where the MPCA would like to install a monitoring well. The MPCA is authorized to enter any property, public and private, for the purpose of conducting surveys under Minn. Stat. §§ 115.04, subd. 3.
3. Consent to access. The “Property Owner” hereby consents to participation in the network and authorizes the MPCA, its employees and agents, to enter the Property for the purpose of:
 - 1) installing a permanent groundwater monitoring well at the location shown on attachment 1; and
 - 2) collecting groundwater samples from the monitoring well according to the schedule set forth below.
4. Notice. The MPCA will notify the Property Owner of the name of the environmental consulting firm that will be managing the monitoring well installation at least two weeks before the installation.
5. Location of well. The MPCA’s consultant will coordinate the monitoring well installation with the Property Owner to ensure that a mutually agreeable location on the Property is identified.
5. Permits, required actions. The MPCA will be responsible for obtaining all permits and providing notices to utilities related to the installation. The MPCA’s consultant will coordinate all contractors involved in installation, including locating all utilities prior to well installation and completing all Minnesota Department of Health permits required to install the well.
6. Well installation. The Property Owner understands and agrees that the well installation will require three separate site visits. All buried utilities will be located during the first site visit. This will take approximately 1-2 hours to complete and will be done prior to the well installation. The well will be drilled during second site visit, which will take approximately one working day to complete. The well will be prepared for water sample collection during the final site visit. These preparations involve pumping water from the well and monitoring its quality. These activities will take one-half day to complete and will be performed no sooner than 24 hours after well installation.
7. Sampling; notice of sampling. After installation, the MPCA will sample the monitoring well once a year. Sampling will involve pumping water from the well, collecting field measurements of the water, and collecting samples for later laboratory analysis. Sampling will take between 1 to 2 hours to complete. The MPCA or its consultant will notify the Property Owner at least 48 hours before entering the Property for the purpose of well installation or sampling.
8. Hours of work. All work under this access agreement will be conducted during regular business hours (8:00 AM to 5:00 PM) unless the MPCA or its consultant receives written permission by the owner or his/her agent to conduct work during different hours.

9. Disturbance of property. The well installation and sampling will be performed by the MPCA in a manner which minimizes interference with the Property Owner's use of the Property. If the MPCA's activities disturb any portion of the Property, the MPCA will restore the property to as close to its original condition as is reasonably possible under the circumstances.

10. Property Owner responsibilities. The Property Owner agrees to take reasonable precautions to insure that the equipment of the MPCA or its agents that is located on the Property, and any monitoring wells that are located on the Property, are not damaged and that the work being conducted by the MPCA, its employees and agents is not disrupted.

11. Sampling results. Upon request, the MPCA shall provide copies of the results of all sampling conducted on the Property to the Property Owner after test validations. The data collected from the monitoring well on the Property will be public information.

12. Liability. The MPCA will be liable for injury to or loss of property or personal injury or death caused by any act or omission of any employee of the State of Minnesota in the performance of the work described above, under circumstances where the State of Minnesota, if a private person, would be liable to the claimant, in accordance with Minn. Stat. § 3.736.

13. Termination. This monitoring well is part of a network designed to provide long-term information about Minnesota's groundwater quality. It is the MPCA's intention to maintain this monitoring well and to monitor it indefinitely. This agreement, however, can be terminated by either party (MPCA or Property Owner) with 60 days written notice to the other party. The Property Owner understands that, should either party decide to terminate this agreement, state law requires proper closure of the well. The MPCA will be responsible for all costs and activities associated with closure of the monitoring well. The Property Owner agrees and understands that, to close the well, it will be necessary to provide access to the MPCA for the purpose of well closure, and the Property Owner hereby agrees to provide that access, conditioned only on 48 hours written notice.

14. Sale of Property. If the Property Owner sells the Property, the Property Owner agrees that it shall notify the buyer of this access agreement and provide the MPCA with notice and an opportunity to reach agreement with the buyer under which continued access for sampling will be allowed.

MINNESOTA POLLUTION CONTROL AGENCY

PROPERTY OWNER

Glenn Skuta
Manager, Water Monitoring Section

Signature

Date: _____

Date: _____



Minnesota
Pollution
Control
Agency

Enhancing Ambient Groundwater Quality Monitoring in Minnesota

For the Clean Water Land and Legacy Amendment

Water Quality/Ambient Monitoring #1.05 • December 2009

For More Information

For additional information about the MPCA's ambient groundwater quality monitoring network, contact the MPCA's Ambient Groundwater Monitoring Coordinator in the Environmental Analysis and Outcomes Division at 651-296-6300 or 800-657-3864.

Ground water provides drinking water to about 75 percent of Minnesotans and contributes water to stream, rivers, lakes, and wetlands. The Minnesota Pollution Control Agency (MPCA) monitors the quality of our groundwater and protects it from contamination in cooperation with other state and local agencies.

What Is Ambient Monitoring?

Ambient monitoring is one important component of the MPCA's groundwater protection efforts. Data collected from ambient monitoring activities provide information about the general quality of Minnesota's groundwater and helps identify whether the quality is getting better, worse, or not changing. Ambient monitoring involves the sampling of groundwater across large geographic settings and provides a large-scale or "big picture" view of groundwater quality conditions across the state. Ambient monitoring is not conducted where there is known contamination.

How Is This Information Used?

Data collected from MPCA ground water investigations is valuable to drinking water protection efforts. This data informs the state's drinking water supply protection efforts, identifies threats to groundwater quality, and guides the development of best management practices to avoid future groundwater impacts. These data are available on-line through the MPCA's Environmental Data Access system.

MPCA's Ambient Groundwater Monitoring Network

The MPCA's ambient monitoring network focuses on determining the amount of non-agricultural chemicals in the aquifers that are most susceptible to pollution from human activities. The network focuses on the surficial

sand and gravel and Prairie du Chien-Jordan aquifers. Both of these are heavily used for drinking water. Assessments of agricultural chemicals are performed by the Minnesota Department of Agriculture.

A network of shallow wells tapping the water table is monitored by the MPCA as an early warning network in the surficial sand and gravel aquifers. Groundwater near the water table typically is not used as a source of potable water supplies and likely does not reflect the quality of water people are consuming, but any changes in groundwater quality will be detected first in these wells. The early warning network detects whether human activities may be affecting groundwater quality.

The MPCA is enhancing its early warning network to improve the assessment of groundwater quality conditions and trends across the state. The agency will be installing additional monitoring wells and focuses on typical urban land use settings. The newly-constructed wells will be sampled annually for non-agricultural chemicals.

Clean Water Land and Legacy Amendment

Enhancements to the MPCA's ambient groundwater quality monitoring network are funded through the Clean Water, Wildlife, Cultural Heritage and Natural Areas Amendment. On November 4, 2008, Minnesota voters approved this amendment which increased the sales and use tax rate by three-eighths of one percent on taxable sales through 2034. Part of these funds are used to protect, enhance, and restore the groundwater, with at least five percent of the funds targeted to protect drinking water source.

PROPOSED WELL #67

COUNTY: Anoka

LOCATION: Rabbit Park
17440 Rabbit Street NW
Ramsey, MN

LATITUDE: -93.488630

LONGITUDE: 45.287566

DESIRED LAND USE:
Residential Un-Sewered Area



Photograph looking W at the proposed well location behind sign and pine trees in the SE corner of the park

Current Land Use:

The proposed well location is in Rabbit Park. The neighborhood park includes a playground area, sledding hill and open land. The proposed well is in the southeast corner of the park behind the sign and pine trees. The land use within 500 meters of the well location is approximately 90% residential un-sewered and 10% park area and undeveloped land.

Hydrogeology:

- **Surface Elevation:** 910 ft
- **Soil Type:** Sand and gravel
- **Glacial Setting:** Postglacial
- **Sediment Type:** Calcareous
- **Groundwater Elevation/Depth:** 888 ft / 22 ft bgs
- **Groundwater Flow:** South - Southeast
- **Bedrock Formation:** Eau-Claire
- **Bedrock Elevation/Depth:** 700 ft / 210 ft bgs

Property Owner:

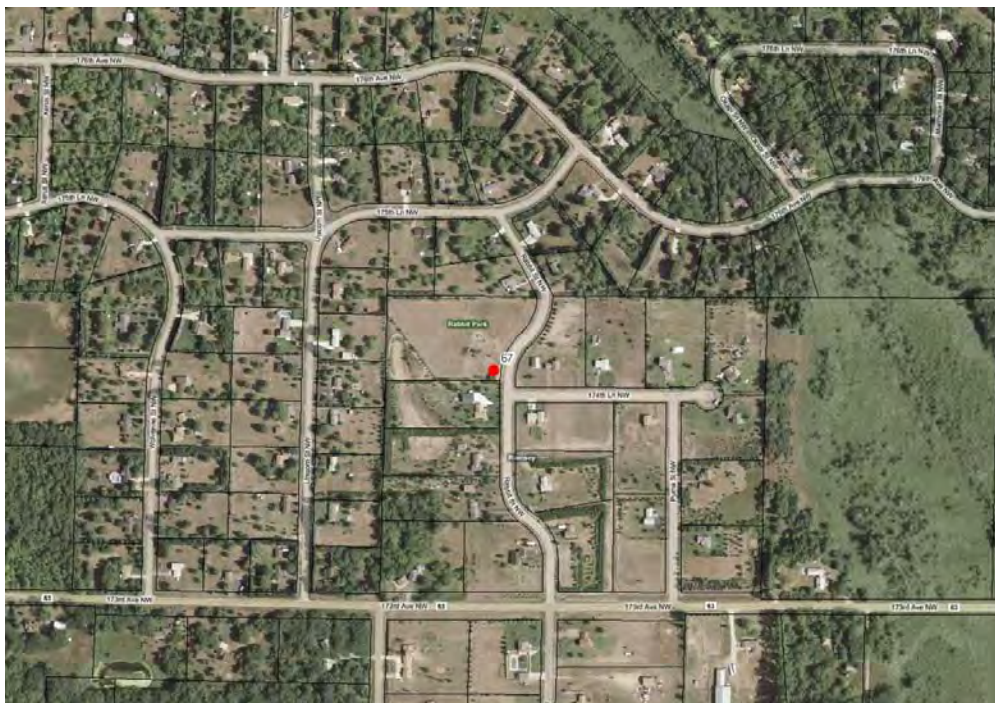
City of Ramsey

Property Accessibility:

The proposed well location is easily accessible from Rabbit Street NW.

Comments:

- Access agreement pending
- Proposed well location in bedrock valley



PROPOSED WELL #69

COUNTY: Anoka

LOCATION: Trap Rock Park
Variolite Street NW
Ramsey, MN

LATITUDE: -93.459537

LONGITUDE: 45.255598

DESIRED LAND USE:
Residential Un-Sewered Area



Photograph looking E at the proposed well location on the W side of Trap Rock Park

Current Land Use:

The proposed well location is in Trap Rock Park. The park is open, undeveloped land. The proposed well is on the northwest side of the park, along the northern tree line of the park. The land use within 500 meters of the well location is approximately 90% residential un-sewered and 10% park area and undeveloped land.

Hydrogeology:

- **Surface Elevation:** 900 ft
- **Soil Type:** Sand and Gravel (terrace deposits)
- **Glacial Setting:** Post glacial
- **Sediment Type:** Calcareous
- **Groundwater Elevation/Depth:** 865 ft / 35 ft bgs
- **Groundwater Flow:** South
- **Bedrock Formation:** St. Lawrence - Franconia
- **Bedrock Elevation/Depth:** 750 ft / 150 ft bgs

Property Owner:
City of Ramsey

Property Accessibility:
The proposed well location is easily accessible from Variolite Street NW.

Comments:
Access agreement pending



PROPOSED WELL #75

COUNTY: Anoka

LOCATION: 6590 141st Avenue NW
Ramsey, MN

LATITUDE: -93.434126

LONGITUDE: 45.227005

DESIRED LAND USE:

Commercial / Industrial



Photograph looking N from 141st Avenue NW at the proposed well location in the NE corner of the vacant lot

Current Land Use:

The proposed well location is a vacant lot owned by the City of Ramsey. The proposed well is in the northeast side of the vacant parcel. The building in the air photograph no longer exists. The land use within 500 meters of the well location is approximately 95% commercial / industrial, 5% residential sewer and road right of way.

Hydrogeology:

- **Surface Elevation:** 870 ft
- **Soil Type:** Sand and Gravel
- **Glacial Setting:** Post glacial
- **Sediment Type:** Calcareous
- **Groundwater Elevation/Depth:** 850 ft/ 20 ft bgs
- **Groundwater Flow:** South
- **Bedrock Formation:** St Lawrence - Franconia
- **Bedrock Elevation/Depth:** 750 ft / 120 ft bgs

Property Owner:
City of Ramsey

Property Accessibility:

The proposed well location is easily accessible from 141st Avenue NW.

Comments:

Access agreement pending



Date: 03/15/2011

By: Mark Riverblood
Engineering/Public Works

Information

Title:

Consider Policy for the Disposition of Surplus Wood and Tree Waste

Background:

On a semi-regular basis the Public Work's Department removes trees in the city's ROW and on public property and either leaves the firewood for an adjoining homeowner or brings the wood with brush to the city's shop for disposal. Additionally, in some years when the city has experienced significant Storm events, park spaces have been open to the public for dumping large volumes of tree debris.

In the latter case of a city-wide storm Council has determined the manner and funding of the wood and brush disposal as needed (which can vary from 0 dollars to 10's of thousands). The purpose of this case is to develop a policy for handling the disposal of those wood wastes (saw logs and firewood suitable material) that have monetary value, such that it is fair, transparent, and may yield a small amount of revenue for the city.

It should be noted here, that in most cases, the volume being discussed may be equivalent to a pick up truck full of low-grade firewood every month or so on average. However, occasionally there can be a tree or a number of hardwood trees to be removed that may equate to a few hundred dollars in firewood or saw log value.

It should further be noted as background information that the policy this case proposes, is not intended to address diseased tree materials that can be a hazard to sell or relocate (or illegal), nor does it address brush, stumps, or other woody debris that does not have identifiable monetary value.

Notification:

Observations:

The proposed policy would be that: *Pubic Works separate any desirable wood in either saw log lengths of 100" inches and any firewood suitable material into two piles at the Public Works Campus, and when there is sufficient volume, that this be 'let for quotes' to the highest quote received.*

At the time the city first has enough material, a notification would be issued on the web site and Ramsey Resident calling attention to this first sale, and also offering the public the ability to sign up to be *e-mail notified in the future when additional wood is available.

The following bullets would be relate to the above 'policy' for disbursement of wood wastes:

- *The city may use any manner of notification when there is wood available to be bid on, however at a minimum, an e-mail list is believed to be most cost effective.
- If sufficient volume develops of either or both saw logs an firewood, the two piles may be bid on separately (sealed quotes received at the 'front desk') - but normally the two would be bid on as one unit.
- A stipulation on bidding is that chain saws may not be used on city property whatsoever, the bidder must remove all wood bid on, and that all material must be removed in a timely period (probably two weeks, encompassing three weekends); and that no city equipment be used for loading, unless it was clearly in the city's interest to do so (which would be determined in advance, and made known to the persons quoting, that this was an option). The intention is that the firewood suitable wood would be cut into 'hand-able lengths - and not into 'firewood' ready material.

- This woody material, as it was not purchased, would not be subject to the need to be declared surplus material for sale by City Council.
- That persons bidding sign a 'hold harmless' waiver as part of issuing their quote.
- That the City may withhold from this disbursement process hardwoods for preparing quality woodchips for municipal use, for sale, or to give away to residents at the discretion of the City.
- That this policy may be amended by City Council at any time.

Funding Source:

Funding is not required for implementation of this policy; and **it is estimated that this may generate between \$50 to \$1,000 on an average per year for the city's General Fund**. Further, these monies may be thought about in the context of defraying some of the costs to chip brush, that is made available free to the public, or is occasionally used as mulch or soil enhancements for city purposes.

Staff Recommendation:

Staff recommends implementing the above policy with stipulations noted; and will bring back any significant changes for consideration if it is found that it may be improved upon.

Committee Action:

Motion to recommend City Council approval of the Policy for the Disposition of Surplus Wood and Tree Waste

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	03/09/2011 08:50 AM
Brian Olson	Brian Olson	03/09/2011 09:56 AM
Kurt Ulrich	Kurt Ulrich	03/10/2011 01:44 PM
Form Started By: Mark Riverblood		Started On: 03/08/2011 12:53 PM
Final Approval Date: 03/10/2011		

Date: 03/15/2011

By: Brian Olson
Engineering/Public Works

Information

Title:

Update on Retro Fitting of Public Works Lighting

Background:

At the January 18th Public Works Committee meeting, staff presented a proposal from AID Electric to retro fit the lighting at the Public Works campus (this was the apparent low quote from the three quotes we received before that meeting). This proposal calls for replacing the current fixtures (metal halide and T12 fluorescents) with T-8 fluorescent bulbs and ballasts, with motion sensors attached to some of the fixtures.

The direction received at that January PW Committee meeting was to research LED lighting. Attached to this case is a graph that runs through the lifespan of LED versus fluorescents versus doing nothing.

LED option

Advantages

Lower annual maintenance costs
Lower electric usage than fluorescents or MH
Rebate is available (\$4768)
Bulb lifespan ~100,000 hours

There really is only one disadvantage of an LED system and that is the upfront capital cost. Rob and Jonathan Rice of Titan LED came out and inspected the buildings and gathered information for the quote. The initial quote to retro fit with LED lighting is \$47,316.32. Connexus energy would offer an estimated rebate of \$4,768.40, bringing the total cost of the project to \$42,547.92.

Flourescents Option

Advantages

Lower annual electric costs than the "do nothing" option
Rebate is available (~\$4060)
Upfront Cost is less than LED but more than "do nothing" option
Bulb lifespan (~20,000 hours)

Disadvantages

Higher annual electric costs than the LED option
Higher Upfront costs than the "do nothing" option
Higher maintenance costs than LED option but lower than the "do nothing" option

Do nothing option

Advantages

Lower upfront capital costs (~\$2,000)

Disadvantages

Highest annual electric costs
Highest maintenance and bulb replacement costs

Notification:

Observations:

Due to fact that there are 6 existing metal halide light fixtures that are currently in need of replacement, it has become apparent that something needs to happen. In light of the fact that there is such a large upfront cost of the LED option, Staff is recommending that that option be eliminated from the discussion at this time. As the technology becomes more cost effective there may be a time that it makes sense but that is going to be dictated by the market. We also appreciate going through the exercise that is depicted in the life cycle cost analysis spreadsheet. It has made it apparent that something should be done soon to control the annual electric costs.

That brings us to the two quotes for replacing the existing metal halide lighting fixtures with fluorescent light fixtures with motion sensors. There were two discrepancies that were mentioned during the February Public Works Committee. The first was the rebates. In discussions with Connexus (who will be available at the meeting to answer questions), there was one correction that needed to be made to the Aid quote. Any motion sensor that controls a bank of lights received a \$40 rebate as the Aid proposal indicated but any motion sensor that controls a single light only receives a \$5 rebate. That has been corrected in the attached revised proposal.

The second discrepancy that was discussed was the number of metal halide fixtures that needed to be replaced in the vehicle storage building. The Aid proposal had 14 and the Ready Watt proposal had 18. There are only 14 metal halide fixtures in the vehicle storage building and therefore the attached Ready Watt proposal was reduced by approximately \$1,000 to capture those savings. Additionally, there were 23 motion sensors that were included in the Aid proposal that Ready Watt would include in their not to exceed cost at no charge.

	Aid Electric	Ready Watt
Corrected Quotes	\$16,314	\$18,747
Connexus Rebate	\$ 4,066	\$ 4,054
Total Net cost	\$12,248	\$14,681

Funding Source:

Public Facilities Fund (the projected balance at the end of 2011 is approximately \$128,000.00)

Staff Recommendation:

Staff recommends that the Public Works Committee recommend to City Council approval of the project and approve contracting with AID Electric for the installation of the fluorescent option and that the Aid proposal be further modified to require disposal of all fixtures as described in the Vehicle storage building.

Committee Action:

Motion to recommend to the City Council approval of the project and approve contracting with AID Electric for installation of the flourescent option and that the Aid proposal be further modified to require disposal of all fixtures as described in the Vehicle storage building.

Attachments

- [connexus letter](#)
- [Corrected Aide quote](#)
- [Corrected RW quote](#)
- [life cycle](#)

Form Review		
Inbox	Reviewed By	Date
Brian Olson (Originator)	Brian Olson	03/10/2011 03:02 PM
Kurt Ulrich	Kurt Ulrich	03/10/2011 04:08 PM
Form Started By: Brian Olson		Started On: 03/09/2011
Final Approval Date: 03/10/2011		

Mr. Brian Olson
City of Ramsey
7550 Sunwood Dr NW
Ramsey MN 5303-6140

March 3, 2011

Dear Brian,

I have reviewed the two lighting proposals that you have received for the Public Works Buildings lighting retrofits. The following are observations regarding these proposals:

Current light levels with existing lighting systems

	Measured	Recommended (IES)
Main Public Works Garage	10-20fc	Parking/Driving 10-50fc, Repair, 100fc
Vehicle Storage Building	8-10fc	Storage 5fc, Traffic Lane 10fc
Sign Utility Building	20-27fc	Parking - Entrance 10-50fc

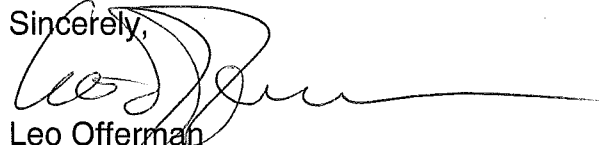
Fixture Light Output

Existing - 400 Watt Metal Halide	17,250 Lumens (de-rated 50% light loss)
AID Electric - 6-Lamp T8	17,700 Lumens (2950 x 6)
Ready Watt Electric 6-LED-Tube	6,000 Lumens (1000 x 6)

Notes:

- The T8 fixtures will reduce the wattage by 232 watts per fixture from the 400W MH fixtures
- The rebate amounts on the AID proposal are accurate. *except motion sensors \$40 on quote → \$5 each 3/8/11*
- The rebate for an LED retrofit would be a custom rebate based on 35¢ per watt up to a maximum 50% wattage reduction. ($13,434 \times .35 = \$4,701.90$)
- The Titan LED Website shows a recommended replacement for 400W MH as 105w to 180W LED. The Proposal from Ready Watt is for a 90W replacement (6 x 15w) See attached spec sheet
- The areas are not currently over lit so a reduction in light levels would be below recommended IES guidelines.

Sincerely,


Leo Offerman
Utility Services Representative

TITAN LED

"Changing the world one socket at a time"

Standard Lighting			LED Replacement
CATEGORY	WATTAGE		WATTAGE
Incandescent	100w	INCANDESCENTS	10-15w LED
Incandescent	90w		9-12w LED
Incandescent	80w		8-12w LED
Incandescent	75w		7-10w LED
Incandescent	65w		6-9w LED
Incandescent	55w		5-9w LED
Incandescent	40w		3-7w LED
Incandescent	30w		3-6w LED
Incandescent	20w		2-4w LED
Halogen	50w	Halogens	6w LED
Halogen	25w		3w LED
Fluorescent 2'	16w	Fluorescent Tubes	8w LED
Fluorescent 3'	20w		12w LED
Fluorescent 4'	32w		15w LED
Fluorescent 4'	40w		15w LED
Fluorescent 8'	60w		34w LED
High Bays	250w	Metal Halide High Bays	60-105w LED
High Bays	400w		105-180w LED
High Bays	1000w		300w LED
Outdoor Luminaire	250w HPS	Outdoor Luminaires	105w LED
Outdoor Luminaire	400w HPS		180w LED
Outdoor Luminaire	250w MH		60-105w LED
Outdoor Luminaire	400w MH		105-180w LED
Street Light	100-150w	Street Lights	72w LED
Street Light	150-250w		145w LED
Street Light	250-400w		220w LED
Street Light	400-1000w		300w LED

Lighting Retrofit Energy Savings											Ramsey Public Works 444930-288329							
Existing Fixtures						Retrofit Fixtures						Energy						
Type	Qty	Watts	hrs day	days wk	hrs yr	Type	Qty	Watts	hrs day	days wk	hrs yr	KWH Sav	KWH Rate	KWSav	KW Rate	\$ Save		
8' T12	26	230	10	5	2600	T8	26	148	10	5	2600	5543.2	\$0.1100	2.132		\$609.75		
400W MH	14	454	10	5	2600	T8	14	222	10	5	2600	8444.8	\$0.1100	3.248		\$928.93		
					0						0	0		0		\$0.00		
					0						0	0		0		\$0.00		
					0						0	0		0		\$0.00		
					0						0	0		0		\$0.00		
					0						0	0		0		\$0.00		
Vehicle Storage Building												Subtotal Savings			\$1,538.68			
400W MH	6	454	10	5	2600	T8	6	222	10	5	2600	3619.2	\$0.1100	1.392		\$398.11		
8' T12	4	230	10	5	2600	T8	4	148	10	5	2600	852.8	\$0.1100	0.328		\$93.81		
					0						0	0		0		\$0.00		
					0						0	0		0		\$0.00		
					0						0	0		0		\$0.00		
					0						0	0		0		\$0.00		
					0						0	0		0		\$0.00		
Sign - Utility Building												Subtotal Savings			\$491.92			
400W MH	18	454	10	5	2600	T8	18	222	10	5	2600	10857.6	\$0.1100	4.176		\$1,194.34		
8' T12	10	230	10	5	2600	T8	10	148	10	5	2600	2132	\$0.1100	0.82		\$234.52		
					0						0	0		0		\$0.00		
					0						0	0		0		\$0.00		
					0						0	0		0		\$0.00		
					0						0	0		0		\$0.00		
					0						0	0		0		\$0.00		
Main Public Works garage												Subtotal Savings			\$1,428.86			
					0						0	0		0		\$0.00		
					0						0	0		0		\$0.00		
					0						0	0		0		\$0.00		
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					0						0	0		0		\$0.00		
					0						0	0		0		\$0.00		
					0						0	0		0		\$0.00		
												Subtotal Savings			\$0.00			
											Total Savings*						\$3,459.46	

Estimate based on input information provided

1622 93rd Lane NE Blaine, MN 55449**To: Grant Riemer – City of Ramsey****Pages: 2****Fax: 763-571-4735****Date: January 8, 2011****Phone: 763-571-7267****From: Brian Kovar****Re: Ramsey Public Works buildings****brian@aidelectriccorp.com**

Grant,

Please review the below scope of work per building

Vehicle Storage Building: (same as competitive bid Alternate #1)

- Replace 26 – 8', 2L T12 with 4 – T8 lamps and new ballast: (\$20.00 rebate each)
- Replace 14 - 400-watt MH to 6-lamp fluorescent high bay (\$80.00 rebate each)
- Recycle of lamps and ballasts included
- Provide and install 9 – fixture mounted Motion sensors (\$40.00 rebate per) ^{\$5}
- Replace 4 – exit lights with new LED model (\$10.00 rebate each)
- Lift rental and permit cost

\$4,228

Not to exceed cost \$5,953.00

Connexus rebate = \$2,040.00 - \$360 + \$45 = \$1,725

Net cost \$3,919 ^{\$4,228 = Net Cost}

(payback based 10 hrs day – 5 days / week \$1,506.00 = 2.6 years plus the savings created by the ceiling motion sensors on the 9 fixtures)

Note: I would not add 6-lamp fixtures as this would add cost and wattage to the system even though we are installing motion sensors

Sign – Utility Building: (same as competitive bid Alternate #2)

- Replace 6 - 400-watt MH to 6-lamp fluorescent high bay (\$120.00 rebate each) – motion control on each ^{\$80 + \$5}
- Retrofit 4 – 8', 2L T12 with 4 – T8 lamps and new ballast: (\$20.00 rebate each)
- Retrofit 1 – 2L T12 with T8 in bathroom (\$10.00 rebate each)
- Replace 2 – exit signs with battery backup LED fixtures
- 2 – LED kits for ceiling lights (custom rebate)
- Replace 4 – 4 foot wrap fixtures in storage room

January 8, 2011

- Lift and permit cost included

Not to exceed cost \$2,902.00

Connexus Rebate: $\$830.00 - \$240 + \$30 = \$620$ Net cost $\$2,072.00$ (payback based 10 hrs day – 5 days / week $\$240.00$ yr = 8.7 years) $\$2,282 = \text{Net Cost}$ $\$2,282$ **Main Public works garage - Base: (similar to Building #1 Alternate #1)**

- Replace 18 - 400-watt MH to 6-lamp fluorescent high bay (\$80.00 rebate each)
- Retrofit 10 – 8', 2L T12 with 4 – T8 lamps and new ballast: (\$20.00 rebate each)
- 8 fixture mounted motion sensors for the 6 Lamp high bay fixtures ($\$40.00$ rebate each) $\uparrow \$5$
- Replace 3 exit lights with L.E.D style
- Replace 4 - 60-watt incandescent with CFL (did not include rebate for this work)
- 2 – new T8 fixtures for bath vanity
- 1 - LED kit
- Lift and permit cost included

Not to exceed cost \$7,459.00

Connexus Rebate: $\$2,001.00 - \$320 + \$40 = \$1,721$

Notes:

- The new lighting in the shop will be good enough to eliminate the other strip fixtures so I would not recommend retrofitting them.
- I would not recommend LED wall packs as the light quality is not good compared to HID.
- I would not place motion sensors on all shop fixtures as the on and off switching will lessen lamp life. My design includes motions for the fixtures over the parked Vehicles (8). Main isle way fixtures to be on during working hours

 $\$5,738$ $\$5,738 = \text{Net Cost}$ Net cost $\$5,458.00$ (payback based 10 hrs day – 5 days / week $\$1,131.00$ yr = 4.82 years plus the savings created by the ceiling motion sensors on the 8 fixtures)

Please call with questions

Thank you,

Brian Kovar, President

Total cost = $\$16,314$ Connexus Rebate $\$4,066$ Net cost = $\$12,248$

Ready Watt ELECTRIC

8700 171st Avenue NW
Ramsey MN 55303

Phone 763-241-4944

Fax 763-241-5245

Estimate

Date	Estimate #
2/3/2011	211080

Name / Address	
City of Ramsey 7550 Sunwood Drive NW Ramsey, MN 55303 Attention: Grant Riemer	
Project	
211080 Retro Public Works Lights	
Description	
Price to include removing and recycling of all old lights being replaced.	
North East Storage Building- (Main PW garage) Replace (18) 400mh high bay lights with (18) new 6-lamp t-8 florescent high bay lights, retro (8) 2-lamp 8' t-12 lights with (4) 4' t-8 lamps-ballast, replace (3) exit emergency lights with new LED exit emergency and change lights in rest rooms to CFL lamps also. (No motion sensors - see last note)	
South East Building- (Vehicle Storage Building) Replace (18) 400mh high bay lights with new 6-lamp t-8 high bay lights, retro (26) 8' t-12 lights with 4-lamp t-8 lamps-ballast change (4) old exit emergency lights with new LED exit emergency lights. (No motion - see note)	
West Building- (Sign Utility Building) Replace (6) 400mh high bay lights with new 6-lamp t-8 high bay lights. Retro (5) 2-lamp t-12 wrap lights to 2-lamp t-8, replace (2) exit emergency lights with new LED exit emergency lights. (No motion - see last note)	
All light to be in same location, circuit and switching as existing includes removing of all old equipment.	
The Power Company will give you a total of \$4214.00 that will be directly sent to the customer. The total cost to City after rebate is \$15533.00	
Job must be completed by October to allow rebate to be in by deadline.	
Your estimate payback on electric cost at \$0.10 a KH and on for 8 hours a day is around 3.8 years plus maintenance cost.	
Adding a OCC Sensor on individual lights would be a cost of \$85.00 each and a Power Company rebate of \$5.00	
We look forward to doing business with you. Rob Schiller 612-221-4983	Total \$19,747.00

ACCEPTANCE OF PROPSAL

(must be signed and returned for work to begin)

NOTE: This proposal may be withdrawn by Ready Watt Electric if not accepted with in 15 days.

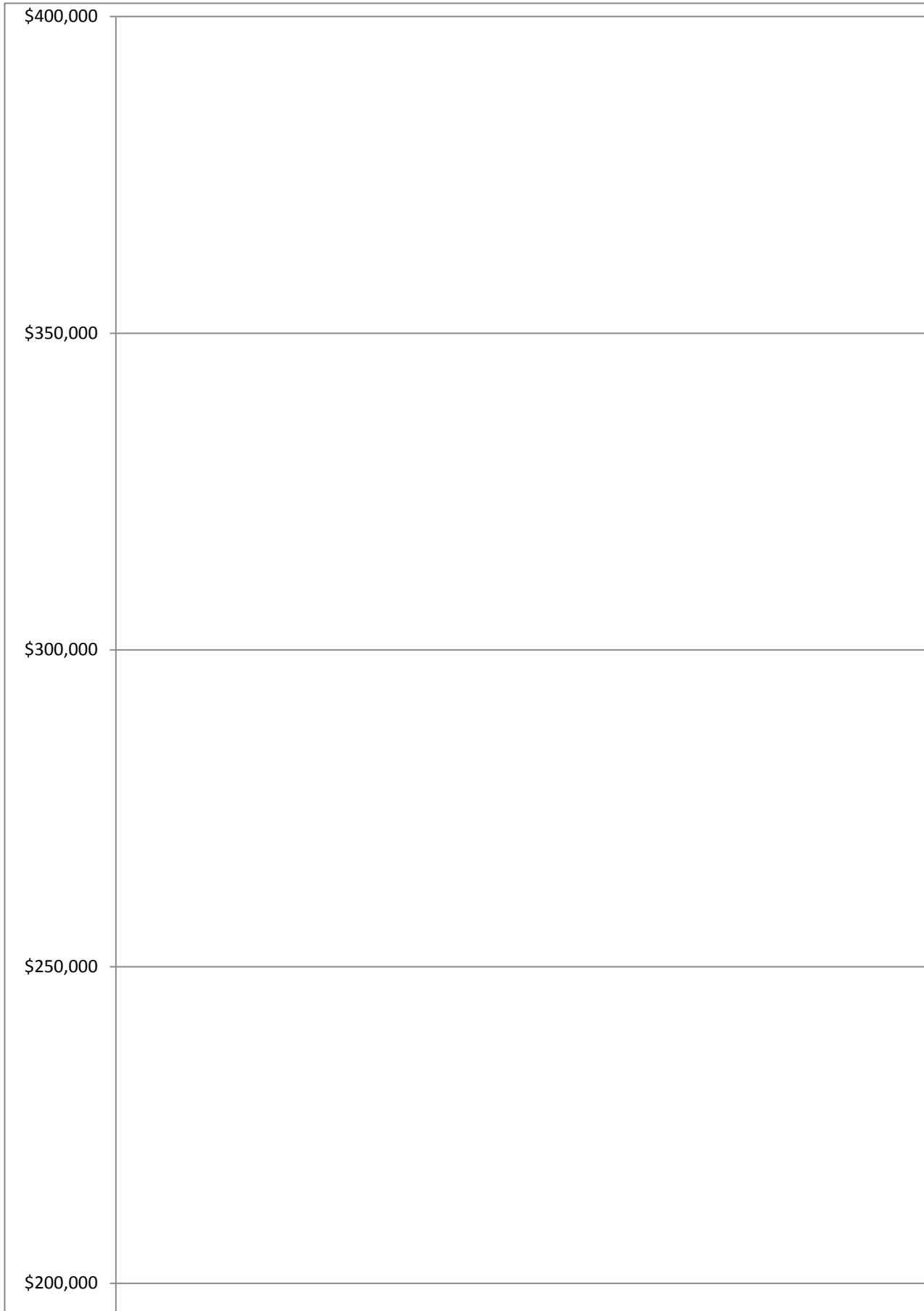
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the

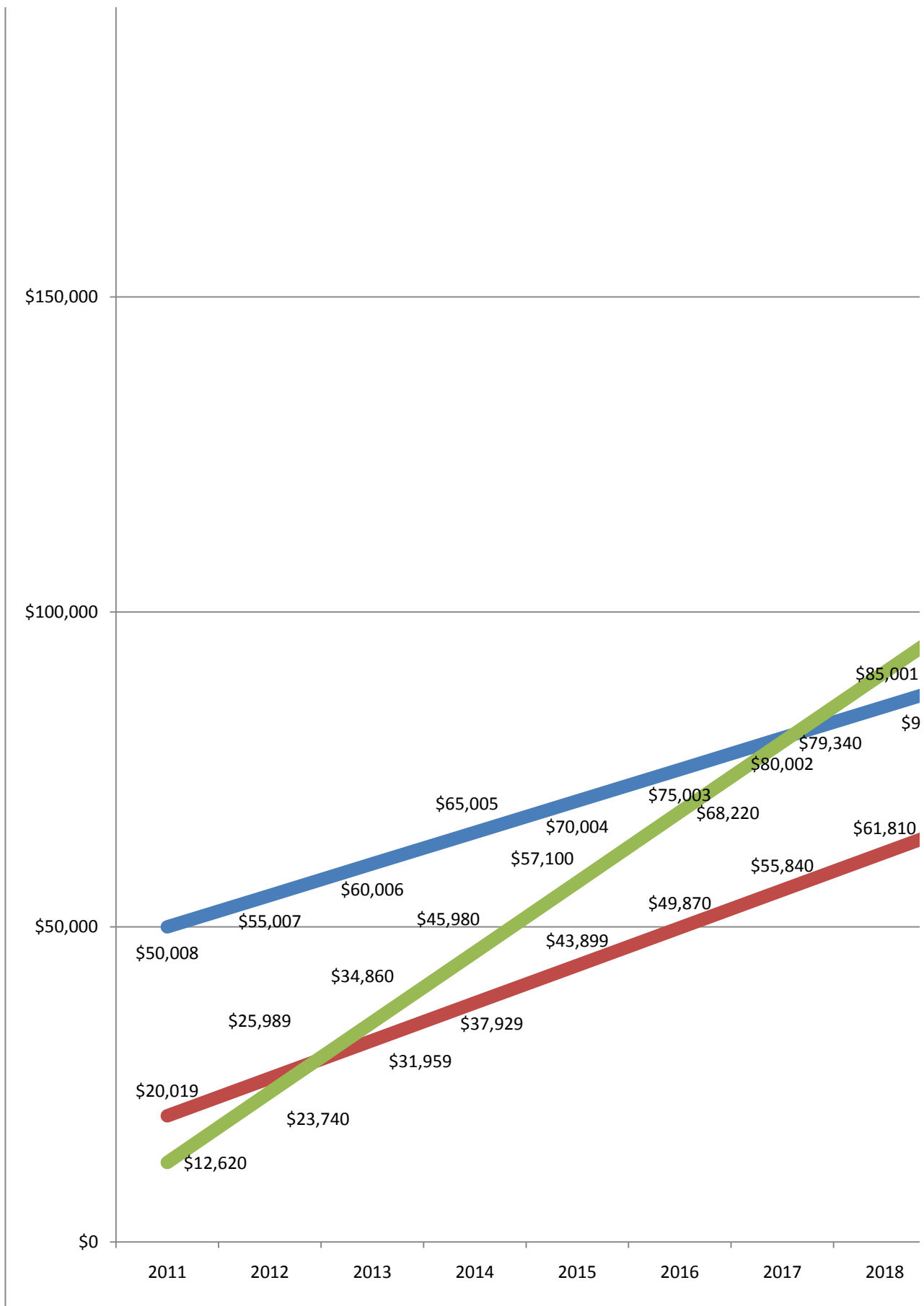
- \$1,000.00 (18 → 14 VSB)

\$18,747.00

Total cost = \$18,747.00
Connexus rebate = \$4,054.00
Net cost = \$14,681.00

* To include MPW VSB SWS (8 + 9 + 6) = 23 motion sensors
quote would be increased by \$1840 (waived per conversation w/Rob)



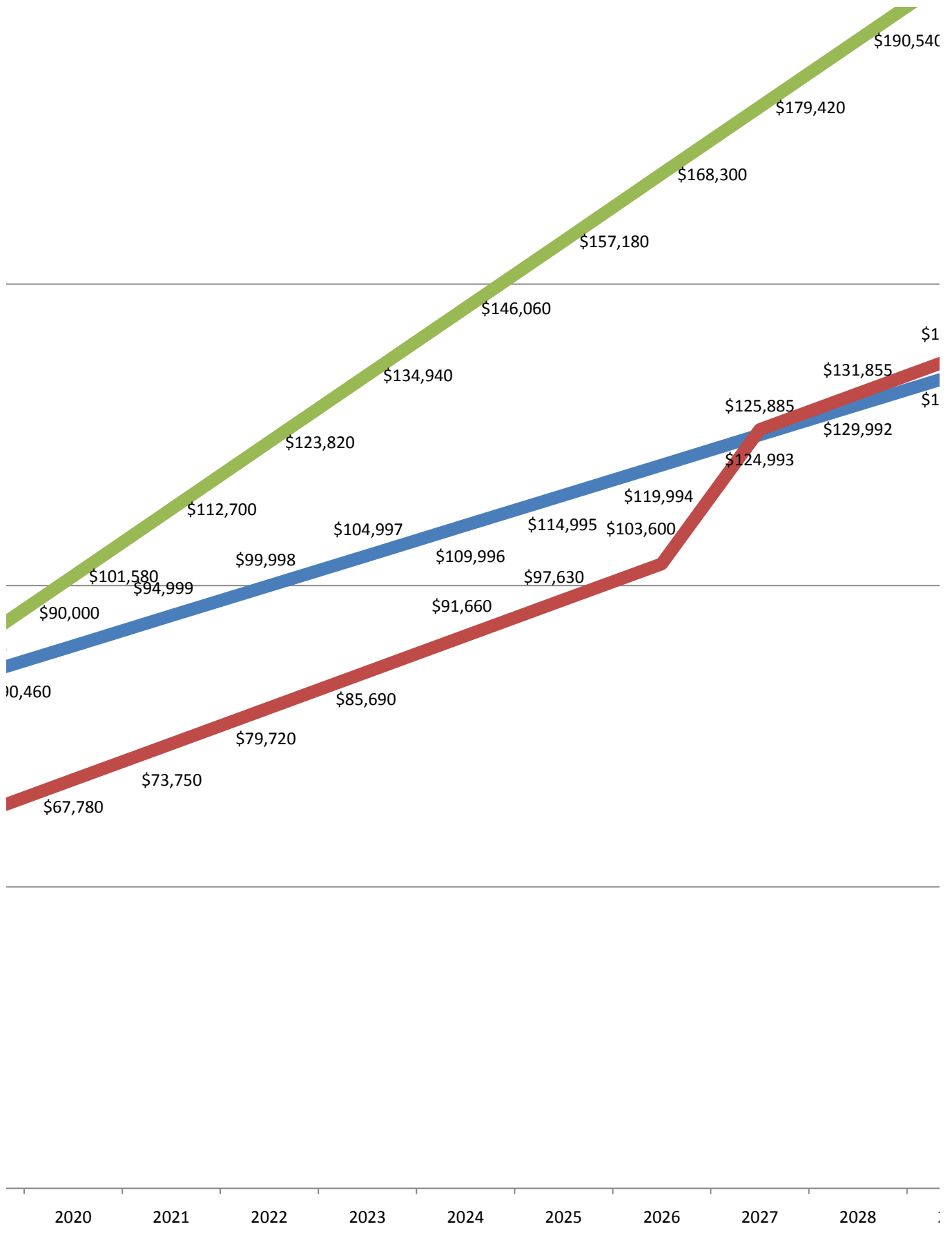


LED cumulative	\$50,008	\$55,007	\$60,006	\$65,005	\$70,004
flourescents cumulative	\$20,019	\$25,989	\$31,959	\$37,929	\$43,899
nothing	\$12,620	\$23,740	\$34,860	\$45,980	\$57,100
Cost continuum for doing nothing	\$12,620	\$11,120	\$11,120	\$11,120	\$11,120
Cost continuum for Flourescents	\$20,019	\$5,970	\$5,970	\$5,970	\$5,970
Cost continuum for LED	\$50,008	\$4,999	\$4,999	\$4,999	\$4,999
year	2011	2012	2013	2014	2015

ALL BLDGS

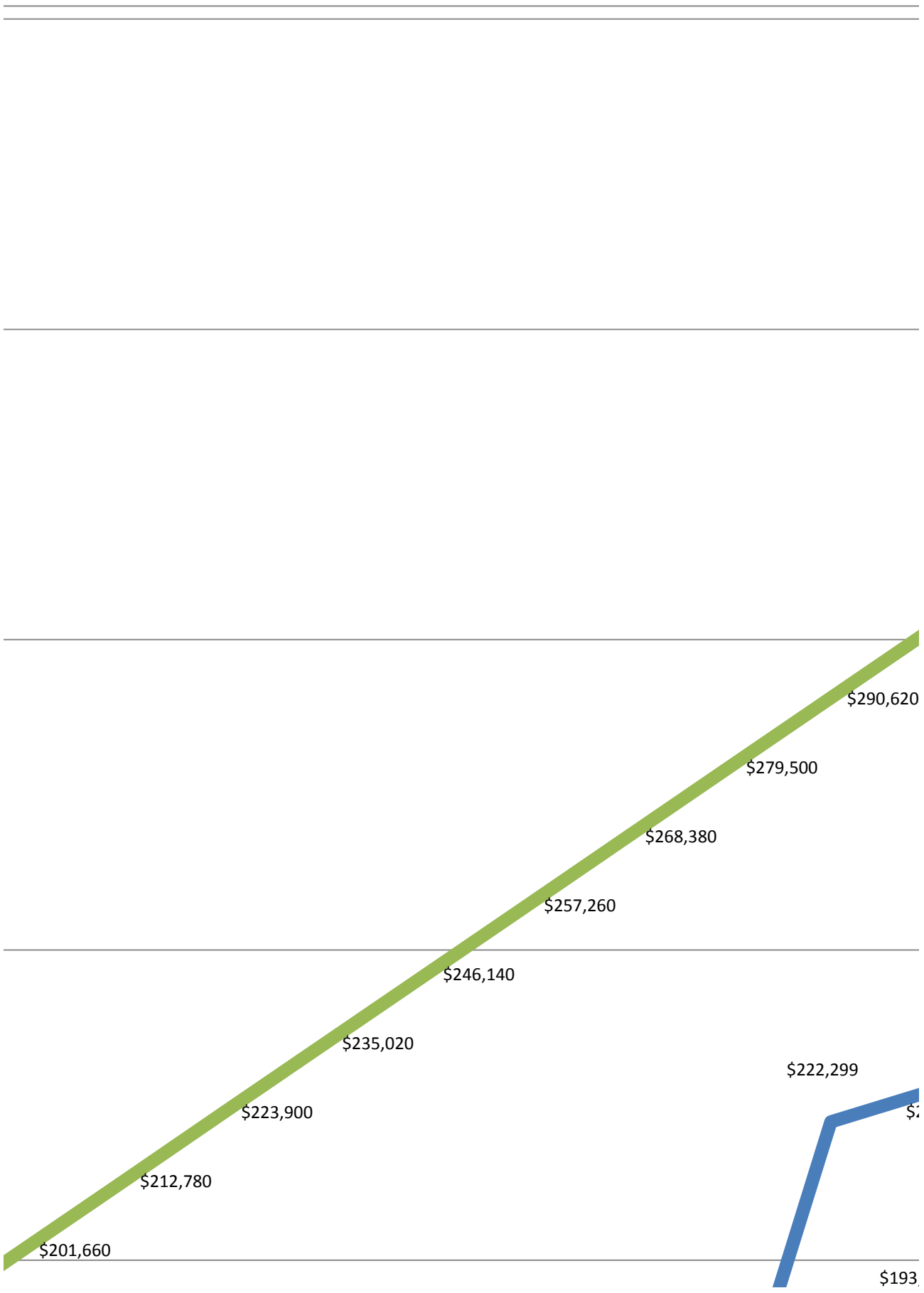
cost to convert to flourescents	\$11,449				
cost to convert to LED	\$42,948				
Cost to relamp	\$200	\$200	\$200	\$200	\$200
annual cost to replace flourescent ballasts	\$350	\$350	\$350	\$350	\$350
annual cost to replace MH	\$2,000	\$500	\$500	\$500	\$500
existing electrical cost	\$10,620	\$10,620	\$10,620	\$10,620	\$10,620
annual savings MH - flourescent quote	\$2,877	\$2,877	\$2,877	\$2,877	\$2,877
annual electrical cost - flourescents	\$8,020	\$5,420	\$5,420	\$5,420	\$5,420
annual electrical cost - LED	\$7,060	\$4,999	\$4,999	\$4,999	\$4,999



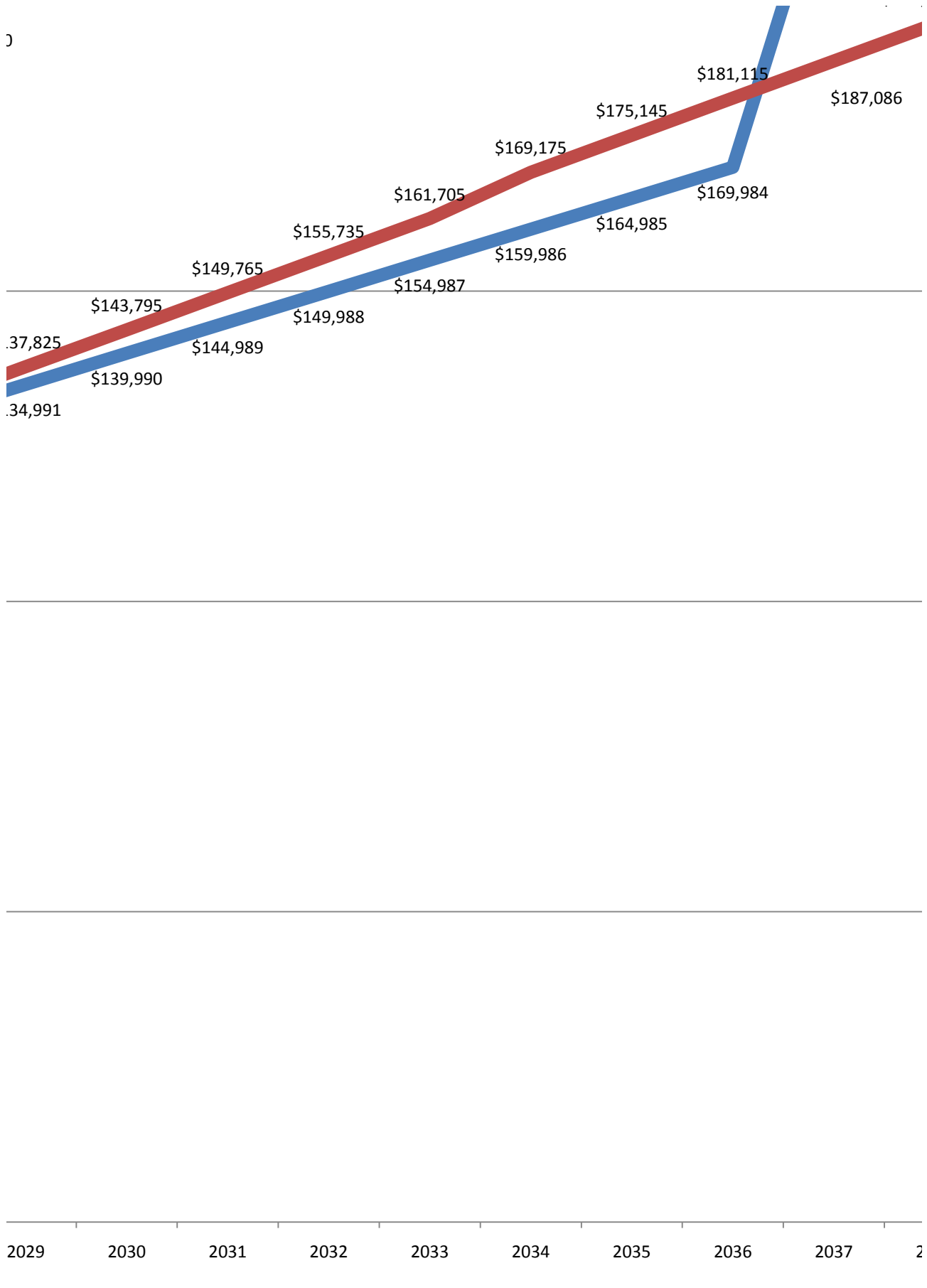


\$75,003	\$80,002	\$85,001	\$90,000	\$94,999	\$99,998	\$104,997	\$109,996	\$114,995
\$49,870	\$55,840	\$61,810	\$67,780	\$73,750	\$79,720	\$85,690	\$91,660	\$97,630
\$68,220	\$79,340	\$90,460	\$101,580	\$112,700	\$123,820	\$134,940	\$146,060	\$157,180
\$11,120	\$11,120	\$11,120	\$11,120	\$11,120	\$11,120	\$11,120	\$11,120	\$11,120
\$5,970	\$5,970	\$5,970	\$5,970	\$5,970	\$5,970	\$5,970	\$5,970	\$5,970
\$4,999	\$4,999	\$4,999	\$4,999	\$4,999	\$4,999	\$4,999	\$4,999	\$4,999
2016	2017	2018	2020	2021	2022	2023	2024	2025

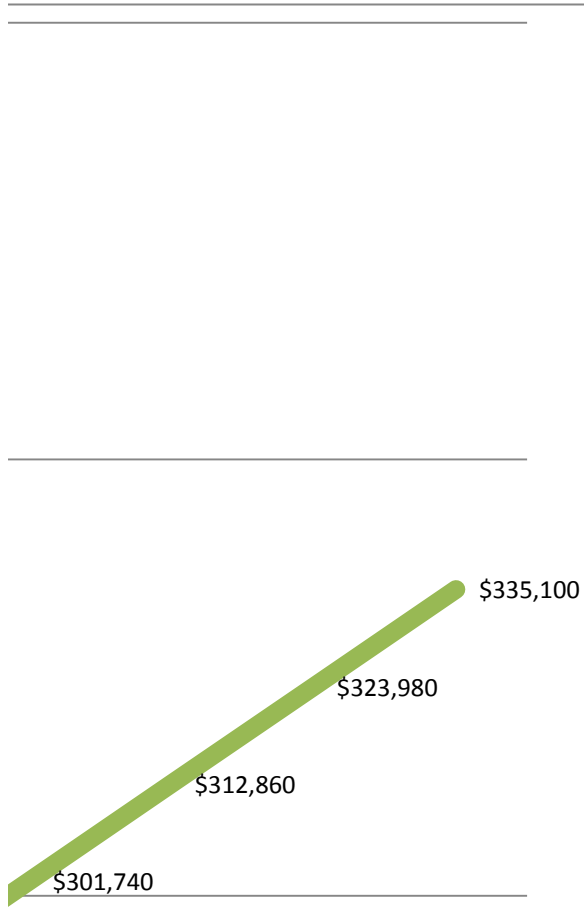
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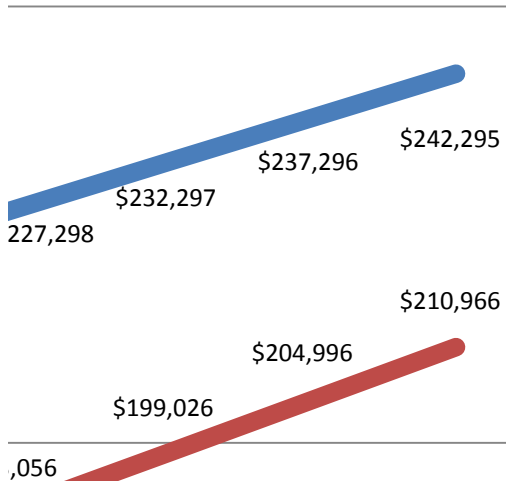
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[illegible]



1



LED cumulative

fluorescents cumulative



fluorescents cumulative

nothing



2038 2040 2041 2042

Date: 03/15/2011

By: Tim Himmer
Engineering/Public Works

Information

Title:

Discuss Trail Construction in Conjunction with an Overlay to Alpine Drive near Alpine Park

Background:

In the fall of 2009 staff brought a case forward to the Public Works Committee to discuss options for the installation of a crosswalk near Alpine Park. The request was advanced from a property owner living along 153rd Court who wanted more convenient access to the park from the neighborhoods to the north. The feeling was that maybe something could be done as part of the skate park installation and/or the watermain loop and parking lot construction. The consensus of the Committee at that time was to install a crosswalk at the location of the new parking lot to the skate park, and to look for opportunities to construct a trail or sidewalk with any subsequent projects in the area.

Staff is preparing a project for the bituminous overlay of Alpine Drive, from Ramsey Boulevard to Sunfish Lake Boulevard, for construction this year. The plans have yet to be developed, as we are coordinating the project scope with Anoka County due to their signalization project at Sunfish Lake Boulevard and Alpine Drive. Staff also wants to evaluate the pavement condition of this stretch of road when the spring thaw is complete, so we can effectively formulate a plan to adequately address the maintenance needs.

Since we intend to implement a project this year we wanted feedback from the Council on whether a trail and/or sidewalk should be included in the overall project scope before we get too far along in the design and MSA review process.

Notification:

Observations:

The cost to construct a 5' wide concrete sidewalk or 10' wide bituminous trail are approximately the same; about \$20 per foot. To build a trail on the south side of Alpine Drive, from Ramsey Boulevard to the new parking lot at the skate park location, it is approximately 4225' long thereby resulting in an estimate of \$85,000. This segment would also have some wetland impacts in the vicinity of Ramsey Boulevard (creating additional costs for mitigation), and restoration and property impacts would also have to be considered making the total project cost in excess of \$100,000. To build a smaller segment on the south side of Alpine Drive, from Hematite Street to the new parking lot at the skate park location, it is approximately 1425' long thereby resulting in an estimate of \$29,000. This segment would also have to account for some restoration and property impacts as well, making the total project cost in excess of \$35,000. To build a trail on the north side of Alpine Drive, from 153rd Court to Zirconium Street, it is approximately 1350' long thereby resulting in an estimate of \$27,000. This segment would also have to account for some restoration and property impacts as well, making the total project cost in excess of \$32,000.

More detailed design and impacts would have to be evaluated during the collection of field information prior to initiating the project, but staff wanted a reaction from the Committee (and Council) on whether we should be expending the efforts to include any trail/sidewalk improvements with this project.

Funding Source:

In reviewing the City's MSA account, considering all past and currently planned projects for 2011, it is anticipated that at the end of this year the balance will be approximately (\$300,000). Without implementing any MSA projects in 2012, and taking into account current maintenance and bonding allotments, the balance at the end of 2012 will be approximately \$75,000. The current balance on the trail fund is approximately \$100,000, but there are many projects contained within the Capital Improvement Program (CIP) over the next 5 years that intend to utilize those funds.

Based upon the above information, it appears that funding constraints would not allow for the inclusion of a trail/sidewalk component with the pending overlay project. This issue could be reviewed again in the future as additional projects are being scoped, on-street trails could be considered, or Council could identify an alternative funding source for consideration.

Staff Recommendation:

Committee Action:

Based upon discussion.

Attachments

Location map

Form Review

Inbox

Brian Olson

Kurt Ulrich

Form Started By: Tim Himmer

Final Approval Date: 03/10/2011

Reviewed By

Brian Olson

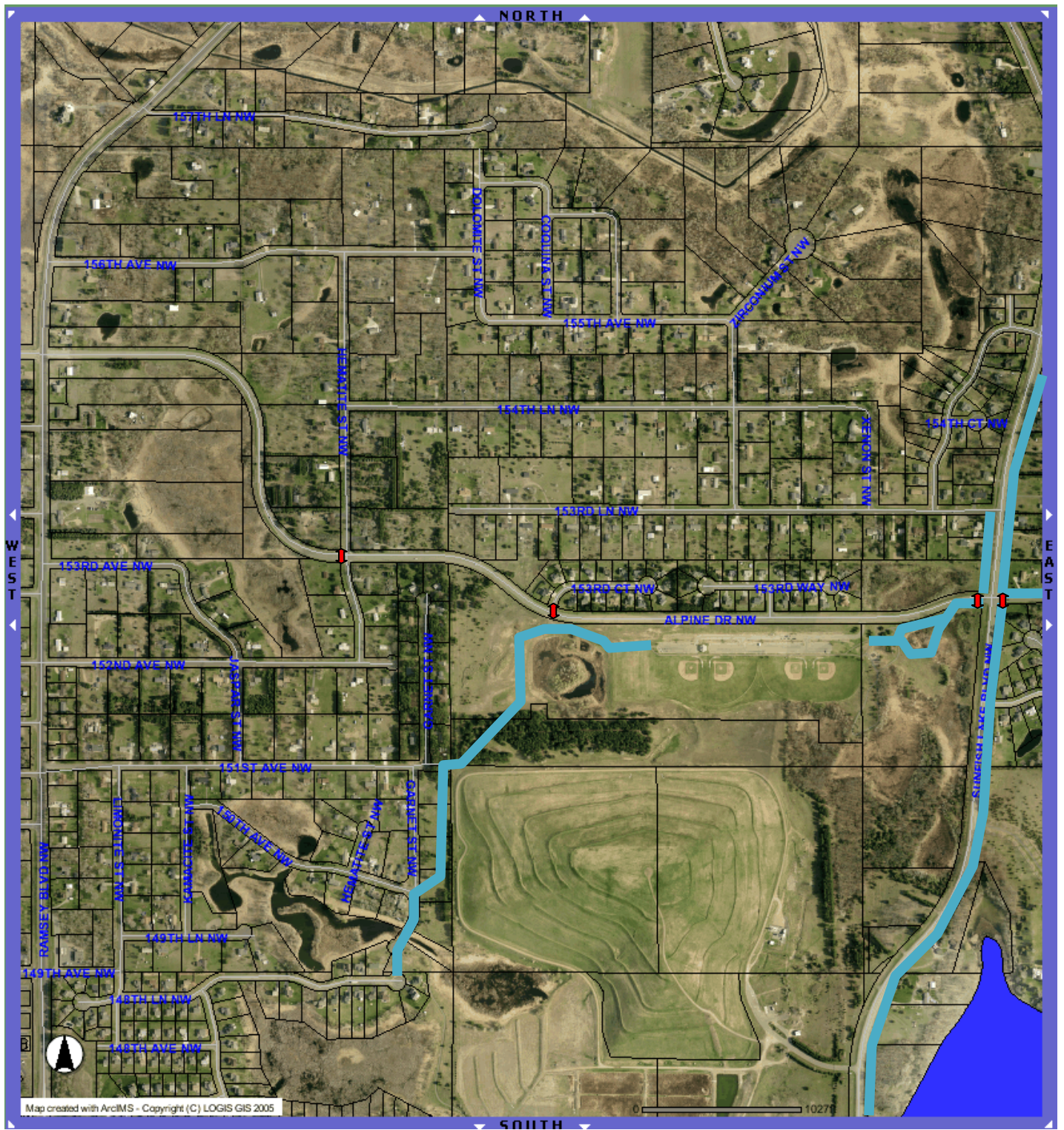
Kurt Ulrich

Date

03/10/2011 03:42 PM

03/10/2011 04:08 PM

Started On: 03/10/2011 11:29 AM



EXISTING CROSSWALKS



EXISTING TRAILS

Date: 04/12/2011

By: Tim Himmer
Engineering/Public Works

Information

Title:

Public Hearing for City Improvement projects #11-01 through 11-06; 2011 Street Maintenance Program

Background:

Routine maintenance is the most economical method for safeguarding the public investment in bituminous paved streets. The bituminous street surface weakens as a result of sunlight exposure, precipitation, freeze/thaw cycles and traffic loading. As a result, the asphalt components of the bituminous become brittle and susceptible to cracking. Once water is able to penetrate surface cracks into the road base, pavement deteriorates at an accelerating pace. To avoid this rapid deterioration, it is the goal of the City to address the preventative maintenance needs of its street system on a periodic basis.

The goal of seal coating is to restore the imperviousness of the pavement. Eliminating water penetration and pavement oxidation retains the flexibility of bituminous pavement. Unlike seal coats, which only preserve the flexibility of the bituminous, an overlay provides additional strength to the pavement structure. Streets receive a bituminous overlay when they are no longer able to benefit from a seal coating operation.

The 2011 Street Maintenance Program (SMP) consists of six individual projects addressing the maintenance needs on 13.47 miles of City streets. Projects 11-01 through 11-04 will cover 11.93 miles of City streets, and receive a seal coat preceded by sealing of cracks having widths that exceed one-quarter inch (1/4"). Projects 11-05 and 11-06 will address 1.54 miles of City streets, and receive a one and one-half inch (1 1/2") bituminous overlay on top of the existing bituminous pavement.

The proposed seal coating projects consist primarily of streets that were recently overlaid, a majority of which were done in 2006, and they will be assessed according to the City's revised policy on seal coat assessments (22% of actual total project costs). The proposed overlay projects consist of streets that have been combined by subdivision or similar lot sizes, and will be assessed per unit.

The attached feasibility study outlines all the streets proposed for maintenance activities, estimated costs, and the preliminary assessment role. It also contains a general mapping of each project and lists all the parcels receiving benefit; noting the number of shares being assessed.

Notification:

Per the requirements of State Statute, benefiting property owners were notified of the public hearing via direct mailings, and the corresponding notices were published in the Anoka County Union. Approximately 485 properties are proposed to be assessed for the 2011 SMP.

Observations:

The 2011 SMP was reviewed by the Public Works Committee on February 15, 2011, and they recommended advancing it to the City Council. On March 8, 2011 the City Council received the feasibility study and ordered the public hearing, which was set for April 12, 2011. The attached feasibility study will be the basis of the public hearing and 2011 SMP. Council is asked to hear from the property owners that will be affected by this project and provide any required revisions to the report, scope of the project, and/or proposed assessments.

A public open house was held on March 30, 2011, and 10 property owners attended the meeting to ask questions and provide input on making the project more successful. Each concern identified will be investigated and attempts

will be made to incorporate corrective actions into the final design prior to soliciting bids. Following tonight's public hearing there is a City Charter required 60 day waiting period to allow for property owners to determine whether they would like to counter-petition any proposed improvements with the SMP. Once that time has passed staff will come back before the Council to request the project be ordered and seek authorization to solicit bids.

It is anticipated that the project will be bid in late June, and a contract awarded in mid-July. Construction activities will commence thereafter, with a majority of the work taking place in August. Following project completion in mid-September a final accounting will be conducted on actual project costs and an assessment hearing will be scheduled for early October.

There is 60 day waiting period before the City Council can authorize the preparation of design and order the improvement.

Recommendation:

Staff recommends that the City Council conduct the public hearing and provide feedback on any requested revisions to the project feasibility study to assist in completing final design.

Funding Source:

The entire 2011 SMP is estimated to cost approximately \$578,000. The City will be paying approximately \$346,000, benefiting property owner assessments are estimated at \$190,000, and State Aid funding is estimated at \$41,000.

Council Action:

Following the public hearing, motion to approve the feasibility study for the 2011 Street Maintenance Program; including any proposed revisions.

Attachments

Feasibility Study

Form Review

Inbox

Brian Olson

Kurt Ulrich

Form Started By: Tim Himmer

Final Approval Date: 04/07/2011

Reviewed By

Brian Olson

Kurt Ulrich

Date

04/06/2011 02:10 PM

04/07/2011 02:24 PM

Started On: 04/04/2011 01:59 PM

Feasibility Study For the 2011 Annual Street Maintenance Program

Prepared by

**City of Ramsey
Engineering Department
January 2011**

Improvement Projects Sealcoat /Crackseal

- 11-01 River's Bend 3rd & 4th
- 11-02 Riverside West
- 11-02 Ford Brook Estates
- 11-02 Section 06 & 07(Unplatted)
- 11-02 Section 16 (Welcomes Road)
- 11-02 Hall-Anderson Acres
- 11-02 Forest Hideaway
- 11-03 Oakridge Estates
- 11-03 Alpaca Estates
- 11-04 MSA – Xkimo St.

Bituminous Overlay

- 11-05 157th Lane
- 11-06 Oak Run
- 11-06 Stanhope River Hills
- 11-06 Oakridge Estates

BACKGROUND

Routine maintenance is the most economical method for safeguarding the public investment in bituminous paved streets. The bituminous street surface weakens as a result of sunlight exposure, precipitation, freeze/thaw cycles and traffic loading. As a result, the asphaltic components of the bituminous become brittle and susceptible to cracking. Once water is able to penetrate surface cracks into the road base, pavement deteriorates at an accelerating pace. To avoid this rapid deterioration, it is the goal of the City to address the preventative maintenance needs of its street system on a periodic basis.

The goal of sealcoating is to restore the imperviousness of the pavement. Eliminating water and pavement oxidation retains the flexibility of bituminous pavement. Sealcoating also adds skid resistance as a secondary benefit. Unlike sealcoats which only preserve the flexibility of the bituminous, an overlay provides additional strength to the pavement structure as well as a like new surface. Streets receive a bituminous overlay when they are no longer able to benefit from a sealcoating operation.

The construction and maintenance history of the pavements proposed for the 2011 Street Maintenance Program is presented in Appendix A. The 2011 program consists of six individual projects addressing the maintenance needs on 13.47 miles of City streets. Projects 11-01 through 11-04 will address 11.93 miles of City streets, and receive a sealcoat preceded by sealing of cracks having widths that exceed one-quarter inch (1/4"). Projects 11-05 and 11-06 will address 1.54 miles of City streets, and receive a one and one-half inch (1 1/2") bituminous overlay on top of the existing bituminous pavement. Pavement maintenance on Minnesota State Aid (MSA) streets is covered under project 11-04.

2011 sealcoating projects, 11-01 through 11-04, consist of streets that have been recently overlaid, a majority of which were done in 2006. These projects will be assessed under the City's new assessment policy for sealcoating, as explained in the financing section below.

2011 overlay projects, 11-05, through 11-08, consist of streets that have been aggregated by subdivision or similar lot sizes and will be assessed per unit. The pavement distress on these proposed projects indicate that additional pavement strength is needed.

All streets scheduled for maintenance are shown in Appendix C, the preliminary assessment role. This appendix contains a general mapping of each project and lists all the parcels receiving benefit; noting the number of shares being assessed. All streets proposed for the program have received a preliminary survey by the City Engineer and Public Works Supervisor. A post winter survey will be conducted prior to awarding bids in July. Appropriate project adjustments will be made if any of the scheduled projects are deemed to be inappropriate for sealcoating due to advanced deterioration.

PROJECT QUANTITIES AND COSTS

Table 1 includes a listing of street lengths and pavement areas for each crackseal/sealcoat project. Estimates are also provided for crack filling material application rates. Table 2 contains the estimated construction costs for each of these sealcoat projects. Both the sealcoating and crack filling operation will be applied by a contractor selected through the competitive bidding process.

Bituminous overlay projects consist of applying a one and one-half inch (1 ½") bituminous overlay over the existing pavement. Tables 3 and 4 present summaries of the project quantities and construction costs, respectively. Prior to the overlay:

- Failing base and subgrade areas will be removed and patched by the City's Public Works Department. The number of tons required for street patching is estimated on an individual project basis. The rate charged for patching will be \$200 per ton of bituminous material which includes material and labor.
- Driveways will have the adjoining street milled to form a neat joint with the newly overlaid pavement.
- For streets without curbs, the edge of the overlay street will be shouldered to eliminate a significant drop off at the pavement edge formed by the increases thickness of the bituminous surface. Shouldering around corners, bends and intersection radii will be completed with class 2 shouldering aggregate. The major portion of shouldering on the remainder of the overlays will utilize topsoil which will be seeded, mulched and disc anchored.
- For streets with concrete curbing, the bituminous edge will be milled a distance of seven feet (7') from the bituminous-concrete interface. Doing so accommodates the new bituminous overlay being rolled flush with the existing curb surface.
- Deteriorated concrete curbing will be removed and replaced.
- Existing pavement will be swept, tack coated, and a machine laid one and one-half inch (1 ½") overlay will be placed by a contractor selected through the competitive bidding process.

FINANCING

In addition to construction cost, overhead charges of twenty-five percent (25%) will be applied to cover the following services:

Engineering and Inspection	10%
City Staff Administration	5%
Bonding and Legal	2%
Contingencies	8%

The City's street maintenance assessment policy, as shown in Appendix B, charges property owners a fixed percentage of the actual total project cost of the improvements. Bituminous overlays are assessed at fifty percent (50%) of the total project costs. Sealcoat assessments were modified by the City Council in 2007 to phase out all resident project costs over a seven year period by reducing assessments by seven percent (7%) per year beginning in 2008 and ending in

2014 with no further sealcoat assessments. Since 1991 the percentage assessed for sealcoat projects was fifty percent (50%), and prior to that time they were assessed at one-hundred percent (100%). For the 2011 street maintenance program sealcoats will be assessed at a rate of twenty-two percent (22%) of the actual total project costs. Properties are proposed to be assessed equally on a per unit basis, regardless of front footage or property size, to provide uniformity when evaluating corner lots and cul-de-sac lots. Projects are generally grouped by subdivisions, which have similar characteristics and lot sizes, to create equitable apportionment of project costs.

Table 5 contains the distribution of costs by funding source; including the City, benefiting properties, MSA, and developer escrows. A listing of benefited properties is contained in the preliminary assessment role located in Appendix C. The costs contained within this report are estimated; each project will have a final tabulation made on actual project costs upon conclusion of the work consistent with the methodology described in this report. A public hearing will be held identifying the actual costs to be recovered by special assessment. Each property owner may chose to pay the entire amount of the assessment, without interest, within 30 days of the adoption of the assessment resolution. Any payment received after 30 days from the adoption of the assessment resolution, but before certification to the Anoka County Assessor, must be done in its entirety and will incur interest. Special assessments reported to Anoka County shall be payable over a three (3) year period for sealcoat projects and over a ten (10) year period for bituminous overlay projects, with interest at a rate of two percent (2%) above the U.S. Treasury rate at the time of the special assessment hearing.

PROJECTED PROJECT SCHEDULE

A schedule for the milestones associated with the 2011 street maintenance program is presented in Table 6.

Table 1
2011 Street Maintenance Program
Crackfill / Sealcoat Quantities

Project	Description	Length	Area	Crkfil Rate	Crkfil Mtrl	CRS-2 Mtrl	CRS-2p Mtrl	FA- 2	FA 2.5	Stripping
		Miles	Sq Yds	lbs/sq yd	Lbs	Gallons	Gallons	Sy Yds	Sy Yds	Cl Ft
11-01	River's Bend 3rd & 4th	0.16	4,623	0.15	693	627	529	4,623	-	
11-02	Riverside West	0.48	8,355	0.15	1,253	2,089	-	8,355	-	
11-02	Ford Brook Estates	1.25	18,280	0.15	2,742	4,394	176	18,280	-	
11-02	Section 06 & 07(Unplatted)	3.45	51,429	0.15	7,714	12,152	705	51,429	-	
11-02	Section 16 (Welcomes Road)	0.51	8,297	0.15	1,245	2,074	-	8,297	-	
11-02	Hall-Anderson Acres	1.89	29,100	0.15	4,365	6,746	529	29,100	-	
11-02	Forest Hideaway	0.6	11,694	0.15	1,754	2,747	176	11,694	-	
11-02	Total	8.18	127,155		19,073	30,203	1,586	127,155	-	
11-03	Oakridge Estates	2.15	41,135	0.15	6,170	9,755	529	41,135	-	
11-03	Alpaca Estates 2nd & 3rd	1.15	18,283	0.15	2,742	4,042	529	18,283	-	
11-03	Total	3.3	59,418		8,913	13,797	1,058	59,418	-	
11-04	Xkimo St	0.29	6,794	0.20	1,359	-	2,989	-	6,794	1,531
	Totals	11.93	197,990		30,038	44,627	6,162	191,196	6,794	1,531

Table 2
2011 Street Maintenance Program
Estimated Crackfill / Sealcoat Costs

		Crackseal	CRS-2	CRS-2p	FA-2	FA-2.5	Stripping	Misc Cnstr	Total Constr
		Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost
11-01	River's Bend 3rd & 4th	\$ 1,040	\$ 1,568	\$ 1,586	\$ 2,080	\$ -	\$ -	\$ 251	\$ 6,525
11-02	See Table 1 for list	\$ 28,610	\$ 75,506	\$ 4,759	\$ 57,220	\$ -	\$ -	\$ 6,644	\$ 172,738
11-03	Oakridge Estates / Alpaca Estates	\$ 13,369	\$ 34,493	\$ 3,173	\$ 26,738	\$ -	\$ -	\$ 3,111	\$ 80,883
11-04	Xkimo St	\$ 2,038	\$ -	\$ 8,968	\$ -	\$ 3,737	\$ 1,531	\$ 651	\$ 16,925
	Totals	\$ 45,057	\$ 111,566	\$ 18,486	\$ 86,038	\$ 3,737	\$ 1,531	\$ 10,657	\$ 277,072

Table 3
2011 Street Maintenance Program
Bituminous Overlay Quantities

Project	Description	Length	Area	Bitum.	Tack Coat	Milling	Shoulder	Patching
		Mi	Sq Yds	Tons	Gals	Sq Yds	CL Ft	Tons
11-05	157th Lane	0.41	7,034	580	703	85		4.1
11-06	Oak Run	0.43	7,708	636	771	80		4.3
11-06	Stanhope River Hills	0.49	10,838	894	1,084	100		4.9
11-06	Oakridge Estates	0.21	4,560	376	456	35		2.1
11-06	Total	1.13	23107	1906	2311	215	0	11.3
	Totals	1.54	30141	2487	3014	300	0	15.4

Table 4
2011 Street Maintenance Program
Bituminous Overlay Costs

		Bitum.	Tack Coat	Milling	Curb or	Striping	Misc Const	Contracted	City	Total
		Cost	Cost	Cost	Shoulder	Costs	Cost	Construct	Patching	Construction
					Cost			Cost	Cost	Cost
11-05	157th Lane	\$ 34,821	\$ 1,583	\$ 850	\$ 5,178	\$ -	\$ 849	\$ 43,280	\$ 820	\$ 44,100
11-06	See Table 3 for list	\$ 114,379	\$ 5,199	\$ 2,150	\$ 14,328	\$ -	\$ 2,721	\$ 138,776	\$ 2,260	\$ 141,036
	Totals	\$ 149,199	\$ 6,782	\$ 3,000	\$ 19,505	\$ -	\$ 3,570	\$ 182,056	\$ 3,080	\$ 185,136

Table 5
2011 Street Maintenance Program
Financing of Project Costs

Project	Description	Total Construction Cost	Overhead Cost	Total Project Cost	City Cost	Assessed Cost	MSA or Developer Escrow	Units Assessed	Unit Assmnt
Sealcoats /Crackseal									
11-01	River's Bend 3rd & 4th	\$ 6,525	\$ 1,631	\$ 8,156	\$ 6,362	\$ 1,794		27	\$ 66
11-02	See Table 1 for list	\$ 172,738	\$ 43,185	\$ 215,923	\$ 168,420	\$ 47,503		290	\$ 164
11-03	Oakridge Estates / Alpaca Estates	\$ 80,883	\$ 20,221	\$ 101,104	\$ 58,640	\$ 22,243	\$ 20,221	91	\$ 244
11-04	Xkimo St	\$ 16,925	\$ 4,231	\$ 21,156	\$ (3,112)	\$ 3,112	\$ 21,156	17	\$ 183
	Subtotal	\$ 277,071	\$ 69,268	\$ 346,339	\$ 230,310	\$ 74,652	\$ 41,377	425	\$ 176
Bituminous Overlays									
11-05	157th Lane	\$ 44,100	\$ 11,025	\$ 55,125	\$ 27,563	\$ 27,563		17	\$ 1,621
11-06	See Table 3 for list	\$ 141,036	\$ 35,259	\$ 176,295	\$ 88,148	\$ 88,148		39	\$ 2,260
	Subtotal	\$ 185,136	\$ 46,284	\$ 231,420	\$ 115,710	\$ 115,710		56	\$ 2,066
Grand Total		\$ 462,207	\$ 115,552	\$ 577,759	\$ 346,020	\$ 190,362	\$ 41,377		

2011 Street Maintenance Program
Revenue / Expenses

Revenues		Expenses	
PIR	\$ 14,000		
MSA	\$ 41,377	\$ 346,830	Seals
City - Budget	\$ 481,600	\$ 231,420	Assessed Overlays
Assessments		\$ 149,000	Dirt Street Paving - Chameleon St.
Overlays	\$ 115,710	\$ 727,250	Total
Seals	\$ 74,652		
Total	\$ 727,339		

Table 6

SCHEDULE FOR 2011 STREET MAINTENANCE PROGRAM

COUNCIL ACTION	STAFF ACTION	ACTION ITEM	EXECUTED
	1/11	Prepare Feasibility Study and prepare preliminary assessment roll	
	2/15/11	Present Program to the Public Works Committee	
3/8/11		Resolution Receiving Report and Calling a Public Hearing	
	3/11/11 3/18/11	Publish Public Hearing Notice in Anoka Union	
	3/28/11	Mail Public Hearing Notice to Residents	
	3/30/11	Hold Citizen Informational Meeting	
4/12/11		Hold Public Hearing on Projects	
6/14/11		Authorize Projects and Order Plans and Specs.	
6/14/11		Set date for bids	
	6/17/11 6/24/11 7/1/11	Publish Advertisement for Bids in Anoka Union and Construction Bulletin	
	7/8/11	Open Bids	
7/12/11		Award Bids	
	7/11– 9/11	Perform Construction	
9/13/11		Resolution calling for Public Hearing on Assessment	
9/13/11		Resolution Declaring Cost to be Assesses and Ordering Assessment Roll	
	9/16/11 9/23/11	Publish Public Hearing Notice in Anoka Union	
	9/12/11	Mail Public Hearing Notice to Residents	
10/4/11		Hold Assessment Public Hearing	
10/4/11		Adopt Assessment Resolution	
	11/7/11	Certify Assessment Role to County (last date for interest free payment)	

APPENDIX A
2011 Street Maintenance Program Pavement History
Sealcoats

Proj No	Plat	Road	Description	Feet	Miles	Width	Area	Constr	SC 1	SC 2	OL
							sq. ft.				
11-01	River's Bend 3rd	143rd Ave.	Xkimo St. /End CDS	400.9	0.08	26	10423	1993	2001		
11-01	Rivers Bend 4th	143rd Lane	Xkimo St. / CDS	220.7	0.04	26	5739	1995	2001		
11-01	Rivers Bend 4th	Xkimo Crt.	Xkimo St. / CDS	246.6	0.05	26	6412	1995	2001		
					0.16						
11-02	Riverside West	137th Ave.	Dolomite St. / W. EOP	750.2	0.14	30	22505	1992	1996	2003	
11-02	Riverside West	Dolomite St.	Riverdale Dr. / 137th Ave.	781.3	0.15	28	21877	1992	1996	2003	
11-02	Riverside West	Ebony St.	Riverdale Dr. / 137th Ave.	1,027.1	0.19	30	30812	2005			
					0.48						
11-02	Ford Brook Estates	180th Ave.	E. EOP / Erkium St.	216.6	0.04	24	5199	1981	1987	1997	2006
11-02	Ford Brook Estates	180th Ave.	Erkium St. / Erkium St.	256.4	0.05	24	6153	1981	1987	1997	2006
11-02	Ford Brook Estates	180th Ave.	Erkium St. / Fluorine St.	176.7	0.03	24	4240	1981	1987	1997	2006
11-02	Ford Brook Estates	180th Ave.	Fluorine St. / Germanium St.	434.7	0.08	24	10432	1981	1987	1997	2006
11-02	Ford Brook Estates	180th Ave.	Germanium St. / Iodine St.	462.1	0.09	24	11089	1981	1987	1997	2006
11-02	Ford Brook Estates	180th Lane	Erkium St. / CDS	313.0	0.06	24	7512	1981	1987	1997	2006
11-02	Ford Brook Estates	Erkium St.	179th Lane / 180th Ave.	697.8	0.13	24	16747	1981	1987	1997	2006
11-02	Ford Brook Estates	Erkium St.	180th Ave. / 180th Lane	403.0	0.08	24	9672	1981	1987	1997	2006
11-02	Ford Brook Estates	Erkium St.	180th Lane / N. EOP	201.2	0.04	24	4829	1981	1987	1997	2006
11-02	Ford Brook Estates	Fluorine St.	179th Lane / 180th Ave.	702.1	0.13	24	16850	1981	1987	1997	2006
11-02	Ford Brook Estates	Germanium St.	179th Lane / 180th Ave.	706.4	0.13	24	16953	1981	1987	1997	2006
11-02	Ford Brook Estates	Iodine St.	179th Lane / 180th Ave.	707.8	0.13	24	16987	1981	1987	1997	2006
11-02	Ford Brook Estates	Iodine St.	180th Ave. / T.H. 47	401.2	0.08	24	9629	1981	1987	1997	2006
11-02	Ford Brook Estates	Junkite St.	179th Lane / Iodine St.	911.6	0.17	24	21878	1981	1987	1997	2006
					1.25						
11-02	Section 06 (Unplatted)	173rd Ave.	Baugh St. / Driscoll St.	878.0	0.17	24	21072	1981	1987	1997	2006
11-02	Section 06 (Unplatted)	173rd Ave.	Driscoll St. / Termini	453.0	0.09	24	10872	1981	1987	1997	2006
11-02	Section 06 (Unplatted)	176th Ave.	Baugh St. / CDS	2,218.1	0.42	24	53235	1980	1986	1994	2006
11-02	Section 06 (Unplatted)	180th Ave.	Ermine St. / CDS	777.4	0.15	24	18657	1980	1986	1994	2006
11-02	Section 06 (Unplatted)	Driscoll St.	176th Ave./173rd Ave.	1,750.9	0.33	24	42021	1981	1987	1997	2006
11-02	Section 06 (Unplatted)	Eaton St.	Ermine St. / 176th Ave.	1,877.5	0.36	24	45059	1980	1986	1994	2006

Proj No	Plat	Road	Description	Feet	Miles	Width	sq. ft.	Constr	SC 1	SC 2	OL
11-02	Section 06 (Unplatted)	Ermine Blvd.	City Limits / Baugh St.	3,829.9	0.73	24	91917	1980	1986	1994	2006
11-02	Section 06 (Unplatted)	Halas St.	Ermine St. / CDS	631.6	0.12	24	15157	1980	1986	1994	2006
11-02	Section 07 (Unplatted)	169th Lane	Baugh St. / CDS	1,280.0	0.24	24	30720	1981	1987	1997	2006
11-02	Section 07 (Unplatted)	Baugh St.	173rd Ave. / 169th Lane	2,266.0	0.43	24	54384	1981	1987	1997	2006
11-02	Section 07 (Unplatted)	Driscoll St.	173rd Ave. / 169th Lane	2,266.0	0.43	24	54384	1981	1987	1997	2006
				3.45							
11-02	Section 16 (Welcomes Road)	163rd Lane	Variolite St. / Uranimite St.	268	0.05	28	7504	2006			
11-02	Section 16 (Welcomes Road)	164th Ave.	Saphire St. / Pt 285ft E	285	0.05	28	7980	2006			
11-02	Section 16 (Welcomes Road)	164th Lane	Uranimite St. / Saphire St.	638	0.12	28	17870	2006			
11-02	Section 16 (Welcomes Road)	Sapphire St.	164th Lane / 164th Ave.	621	0.12	28	17384	2006			
11-02	Section 16 (Welcomes Road)	Uranimite St.	163rd Lane / 164th Lane	855	0.16	28	23938	2006			
				0.51							
11-02	Hall-Anderson Acres	159th Lane	Sodium St. / CDS	2,092.0	0.40	24	50208	1980	1986	1996	2006
11-02	Hall-Anderson Acres	160th Lane	W. EOP / T.H. 47	3,029.8	0.57	24	72716	1980	1986	1996	2006
11-02	Hall-Anderson Acres	Neon St.	160th Lane / CDS	274.7	0.05	24	6594	1980	1986	1996	2006
11-02	Hall-Anderson Acres	Osmium St.	159th Lane / 160th Lane	1,118.6	0.21	24	26845	1980	1986	1996	2006
11-02	Hall-Anderson Acres	Potassium St.	159th Lane / Osium St.	734.6	0.14	24	17630	1980	1986	1996	2006
11-02	Hall-Anderson Acres	Radium St.	159th Lane / 160th Lane	887.3	0.17	24	21296	1980	1986	1996	2006
11-02	Hall-Anderson Acres	Sodium St.	S. EOP / 160th Lane	1,104.9	0.21	24	26517	1980	1986	1996	2006
11-02	Hall-Anderson Acres	TH 47 Service Ro	S EOP / N EOP	752.0	0.14	28	21056	2006			
				1.89							
11-02	Forest Hideaway	159th Lane	159th Lane / CDS	432.7	0.08	31	13414	1977	1983	1991	2006
11-02	Forest Hideaway	159th Lane	160th Ave. / P.C. Iguana St.	842.6	0.16	31	26120	1977	1983	1991	2006
11-02	Forest Hideaway	160th Ave.	W. EOP / Kangaroo St.	393.0	0.07	31	12183	1977	1983	1991	2006
11-02	Forest Hideaway	Iguana St.	161st Ave. / P.C. 159th Lane	726.3	0.14	31	22515	1977	1983	1991	2006
11-02	Forest Hideaway	Kangaroo St.	161st Ave. / 160th Ave.	795.8	0.15	31	24669	1977	1983	1991	2006
				0.60							
11-03	Oakridge Estates	163rd Ave.	Llama St. / Ferret St.	2,360.9	0.45	31	73189	1979	1985	1993	2006
11-03	Oakridge Estates	Ferret St.	E P.C. Hedgehog St. & Ferret St. / 161st Ave.	1,860.6	0.35	31	57677	1979	1985	1993	2006
11-03	Oakridge Estates	Hedgehog St.	163rd / E P.C. Ferret St. & Hedgehog St.	1,347.7	0.26	31	41780	1979	1985	1993	2006
11-03	Oakridge Estates	Kangaroo Cir.	Armstrong Blvd. / CDS	182.5	0.03	31	5657	1979	1985	1993	2006
11-03	Oakridge Estates	Kangaroo St.	163rd Ave. / CDS	279.6	0.05	31	8667	1979	1985	1993	2006
11-03	Oakridge Estates	Kangaroo St.	C.R. 83 / CDS	535.6	0.10	31	16604	1979	1985	1993	2006

Proj No	Plat	Road	Description	Feet	Miles	Width	sq. ft.	Constr	SC 1	SC2	OL
11-03	Section 17 (Unplatted)	161st Ave.	C.R. 83 / Termini	3,431.5	0.65	31	106376	1979	1996		2006
11-03	Section 17 (Unplatted)	Llama St.	163rd Ave. / 161st Ave.	1,330.0	0.25	31	41230	1979	1993		2006
					2.15						
11-03	Alpaca Estates 2nd	142nd Ave.	E. EOP / Alpaca St.	518	0.10	24	12428	1981	1987	1997	2006
11-03	Alpaca Estates 2nd	142rd Ave.	Alpaca St. / W. EOP	1,118	0.21	24	26842	1981	1987	1997	2006
11-03	Alpaca Estates 2nd	Alpaca St.	142nd Ave. / N. EOP	932.5	0.18	24	22380	1981	1987	1997	2006
11-03	Alpaca Estates 3rd	142nd Ave.	Armstrong Blvd. / E. EOP	141	0.03	24	3386	1986	1994		2006
11-03	Alpaca Estates 3rd	142nd Ave.	W. EOP / Armstrong Blvd.	974	0.18	24	23372	1986	1994		2006
11-03	Alpaca Estates 3rd	144th Ave.	W. EOP / Armstrong Blvd.	1,006.5	0.19	24	24156	1986	1994		2006
11-03	Alpaca Estates 3rd	Armstrong Blvd.	142nd Ave. / 144th Ave.	1,035	0.20	24	24833	1986	1994		2006
11-03	Alpaca Estates 3rd	Armstrong Blvd.	144th Ave. / N. EOP	338	0.06	24	8111	1986	1994		2006
					1.15						
11-04	River's Bend 3rd	Xkimo St.	142nd Ave. / 143rd Ave.	684	0.13	40	27368	1993	2001		
11-04	Rivers Bend 4th	Xkimo St.	Xkimo Crt. / TH 47	211	0.04	42	8877	2000			
11-04	Rivers Bend 4th	Xkimo St.	143rd Ave. / Xkimo Crt.	623	0.12	40	24901	1995	2001		
					0.29						
11-05	Section 15 (Unplatted)	157th Lane	Ramsey Blvd./CDS	2,191.0	0.41	26	56965	1982	1997		
11-06	Oak Run	Coquina St.	Nowthen Blvd. / N. EOP	2,001.1	0.38	28	56030	1990	1996	2004	
11-06	Oak Run*	Coquina St.	Coquina St. / CDS	250.0	0.05	28	7000	1990	1996	2004	
					0.43						
11-06	Stanhope River Hills	153rd Lane	Roanoke St. / Oneida St.	660.0	0.13	28	18480	1987	1993	2002	
11-06	Stanhope River Hills	154th Lane	Roanoke St. / CDS	540.0	0.10	28	15120	1987	1993	2002	
11-06	Stanhope River Hills	155th Lane	Roanoke St. / CDS	540.0	0.10	28	15120	1987	1993	2002	
11-06	Stanhope River Hills	Juniper Circle	Roanoke St. / CDS	507.7	0.10	28	14215	1987	1993	2002	
11-06	Stanhope River Hills	Oneida St.	S. EOP / 153rd Lane	329.7	0.06	28	9231	1987	1993	2002	
					0.49						
11-06	Oakridge Estates	166th Cir.	Marmoset St. / CDS	517.3	0.10	31	16035	1979	1985	1993	
11-06	Oakridge Estates	Marmoset St.	Armstrong Blvd. / S. EOP	601.9	0.11	31	18660	1979	1985	1993	
					0.21						

APPENDIX B

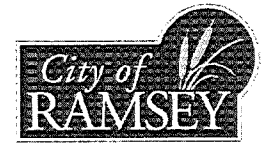
Street Maintenance Program Assessment Practices

1. Projects are identified by individual subdivision, or by grouping of subdivision and lots having similar pavement histories and conditions and similar pavement areas per benefited unit.
2. An assessment share will be calculated by determining the total assessable cost of the project and dividing by the number of benefited units.
3. Where an individual lot has more than one frontage and not all frontages are scheduled to receive an improvement or the same type of improvements, the lot will be considered benefited and be assessed a full share for the improvement which is conducted along the frontage of the lot that contains the main driveway opening.
4. For overlays the amount assessed to benefited property owner is 50% of the total project cost including overhead costs. (1991).
5. For sealcoats the assessment to benefited property owner shall be 43% of the total project cost including overhead costs in program year 2008, and shall be reduced by 7% in each successive year until reduced to an 8% assessment in program year 2013. After the 2013 program there shall be no assessment for sealcoats. (2007).
6. Projects involving streets which have had previous proposed maintenance projects defeated by petition shall be ineligible to receive the City's 50% contribution, if the project requires a more expensive maintenance. (i.e. streets proposed for sealcoating project which was defeated by citizen petition now are proposed for a bituminous overlay) (1993)
7. Where the rule of dividing the assessable project cost by the number of benefited units (no. 2 above) would result in an assessable share which is grossly out of proportions to the assessable share being charged to similar lots receiving similar improvements, the City Council may elect to assess such lots the average assessable share being made to lots receiving similar improvements for that project year. (1996)
8. Where a benefited area contains commercial lots having widely varying sizes, the assessment shall be made based on area of the lot. (2003)
9. Where an individual lot has more than one frontage including a driveway frontage on a state or county road, and a non-driveway frontage on a MSA or city street, one-half assessment share will be made for an improvement to the MSA or City street (1995)

10. Where an individual lot has a single frontage on an MSA street, such lots will be assessed the average assessable share for the type of improvement made to non MSA streets receiving that improvement. (1992)
11. Whenever possible townhouse units shall be aggregated into individual projects having a single land use. In instances where townhouse units must be combined in the same project with single family units, it shall be the policy to assess the townhouse units a number of assessment units equal to the frontage of the townhouse units along the improved street(s) divided by the average frontage of the single family units. (2004)

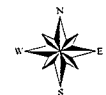
Appendix C

Preliminary Assessment Roll



Map 1
Rivers Bend 3rd & 4th
IP 11-01

Parcels
Map1



0 62.5 125 Feet

This map has been compiled using information gathered from various governmental offices and other public sources and is to be used for reference purposes only. It is neither a legally recorded map nor a survey and is not intended for use as one. The Geographic Information System (GIS) data used to develop this map is not warranted by the City as being error-free.

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IMPROVEMENT PROJECT 11-01

<u>ANOKA COUNTY PID</u>	<u>PROPERTY ADDRESS</u>	<u>STATE</u>	<u>ZIP</u>	<u>CITY</u>	<u>PROPERTY OWNER</u>	<u>SHARE</u>	<u>EST. ASSESSMENT</u>
253225420036	5001 143RD AVE NW	MN	55303-5657	RAMSEY	SUTHERLAND TAMMY	1	\$ 66.00
253225420056	5080 143RD LN NW	MN	55303-5697	RAMSEY	OLSON MICHELLE L	1	\$ 66.00
253225430048	5091 143RD AVE NW	MN	55303-5657	RAMSEY	ARRELLANO SALVADOR	1	\$ 66.00
253225420053	5020 143RD LN NW	MN	55303-5697	RAMSEY	WELLER TODD & MARGARET	1	\$ 66.00
253225430051	5030 143RD AVE NW	MN	55303-5658	RAMSEY	LEVKOVICH KANG	1	\$ 66.00
253225420042	5041 XKIMO CT NW	MN	55303-5696	RAMSEY	BLAKLEY TED C & MEGAN C	1	\$ 66.00
253225420052	5000 143RD LN NW	MN	55303-5697	RAMSEY	WILKEN PAUL	1	\$ 66.00
253225420039	4970 143RD AVE NW	MN	55303-5656	RAMSEY	THAO LUE	1	\$ 66.00
253225420050	5041 143RD LN NW	MN	55303-5697	RAMSEY	BRATULICH THEODORE	1	\$ 66.00
253225420046	5060 XKIMO CT NW	MN	55303-5696	RAMSEY	MIKESELL DAVID	1	\$ 66.00
253225420049	5061 143RD LN NW	MN	55303-5697	RAMSEY	FURNESS CHRISTOPHER	1	\$ 66.00
253225420055	5060 143RD LN NW	MN	55303-5697	RAMSEY	AESHLIMAN JASON T & REBECCA J	1	\$ 66.00
253225430052	5060 143RD AVE NW	MN	55303-5658	RAMSEY	GERLACH STEVEN	1	\$ 66.00
253225420037	4981 143RD AVE NW	MN	55303-5656	RAMSEY	MINGO EDWARD A & JOAN F	1	\$ 66.00
253225430049	4980 143RD AVE NW	MN	55303-5656	RAMSEY	NUMFOR ERASMOS	1	\$ 66.00
253225420038	4971 143RD AVE NW	MN	55303-5656	RAMSEY	BRANDANGER JM	1	\$ 66.00
253225420054	5040 143RD LN NW	MN	55303-5697	RAMSEY	PURINTON AMY	1	\$ 66.00
253225310006	19230 EVANS ST #115	MN	55330-0000	RAMSEY	RIVERS BEND HOLDINGS LLC	1	\$ 66.00
253225420035	5031 143RD AVE NW	MN	55303-5657	RAMSEY	BARAN TOMASZ	1	\$ 66.00
253225420034	5061 143RD AVE NW	MN	55303-5657	RAMSEY	HURNER JOSEPHINE	1	\$ 66.00
253225420044	5020 XKIMO CT NW	MN	55303-5696	RAMSEY	HUGHES LONNIE	1	\$ 66.00
253225420043	5021 XKIMO CT NW	MN	55303-5696	RAMSEY	BAILEY II RICHARD & BAILEY JODI	1	\$ 66.00
253225430050	5000 143RD AVE NW	MN	55303-5658	RAMSEY	PRICE TRACY L	1	\$ 66.00
253225420048	5081 143RD LN NW	MN	55303-5697	RAMSEY	YANTES NICOLE	1	\$ 66.00
253225420045	5040 XKIMO CT NW	MN	55303-5696	RAMSEY	JENSEN ALFRED D & CAROL M	1	\$ 66.00
253225420051	5021 143RD LN NW	MN	55303-5697	RAMSEY	ASAMOAH AGARTHA	1	\$ 66.00
253225420047	5080 XKIMO CT NW	MN	55303-5696	RAMSEY	FOX ANDREW T	1	\$ 66.00
					TOTAL	27	\$ 1,782.00



Map 2
Riverside West
IP 11-02

Parcels
 Map2



0 80 160 Feet

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IMPROVEMENT PROJECT 11-02

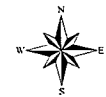
<u>ANOKA COUNTY PID</u>	<u>PROPERTY ADDRESS</u>	<u>STATE</u>	<u>ZIP</u>	<u>CITY</u>	<u>PROPERTY OWNER</u>	<u>SHARE</u>	<u>EST. ASSESSMENT</u>
343225130024	13741 DOLOMITE ST NW	MN	55303-4564	RAMSEY	LINDAHL SCOTT	1	\$ 164.00
343225130011	6801 137TH AVE NW	MN	55303-4519	RAMSEY	HEVERN GARY W & RENEE M	1	\$ 164.00
343225130028	6710 RIVERDALE DR NW	MN	55303-4509	RAMSEY	ANDERSON COMPANIES LLP	1	\$ 164.00
343225130009	6800 RIVERDALE DR NW	MN	55303	RAMSEY	TWO S PROPERTIES INC	1	\$ 164.00
343225130023	6711 137TH AVE NW	MN	55303-4573	RAMSEY	BISEK MICHAEL J	1	\$ 164.00
343225130038	13715 EBONY ST NW	MN	55303	RAMSEY	ORLIOGLO NATALIA	1	\$ 164.00
343225130026	13721 DOLOMITE ST NW	MN	55303-4564	RAMSEY	LARSEN TAMARA L M & ROBERT C	1	\$ 164.00
343225130030	13740 DOLOMITE ST NW	MN	55303-4564	RAMSEY	JACOBS DANIEL R & LISA M	1	\$ 164.00
343225130022	13718 DOLOMITE ST NW	MN	55303	RAMSEY	HILLYARD WILLIAM J & KRISTYNA	1	\$ 164.00
343225130010	13720 EBONY ST NW	MN	55303-4556	RAMSEY	KUZKO ALEXANDER	1	\$ 164.00
343225130031	13730 DOLOMITE ST NW	MN	55303-4564	RAMSEY	KOLLES SHAWN & JENA	1	\$ 164.00
343225130007	6800 RIVERDALE DR NW	MN	55303-4593	RAMSEY	TWO S PROPERTIES INC	1	\$ 164.00
343225420003	13659 DOLOMITE ST NW	MN	55303-4513	RAMSEY	BLAKEMORE STEVEN M	1	\$ 164.00
343225420008	6660 137TH AVE NW	MN	55303-4822	RAMSEY	SIRENO NORA	1	\$ 164.00
343225420010	6774 137TH AVE NW	MN	55303-4518	RAMSEY	KESLER LEROY L & JOANNE M	1	\$ 164.00
343225420009	6802 137TH AVE NW	MN	55303-6064	RAMSEY	STRUTHERS GARY L & SUE E	1	\$ 164.00
343225130008	6800 RIVERDALE DR NW	MN	55303	RAMSEY	SSCI MINNESOTA CORPORATION	1	\$ 164.00
343225420005	6746 137TH AVE NW	MN	55303-4518	RAMSEY	KUCKLER CARRIE	1	\$ 164.00
343225130035	563 BIELENBERG DR STE 11	MN	55125	WOODBURY	ANDERSON COMPANIES LLP	1	\$ 164.00
343225130027	13711 DOLOMITE ST NW	MN	55303-4564	RAMSEY	HILLYARD WILLIAM J & KRISTYNA	1	\$ 164.00
343225420006	6726 137TH AVE NW	MN	55303-4518	RAMSEY	WOLENS RICHARD F & RUBY L	1	\$ 164.00
343225130025	13731 DOLOMITE ST NW	MN	55303-4564	RAMSEY	HAUCK CLARA	1	\$ 164.00
343225130019	13751 DOLOMITE ST NW	MN	55303-4564	RAMSEY	ANOKA-RAMSEY CONG OF JEHOVAH'S WITNESSES	1	\$ 164.00
343225130041	13739 EBONY ST NW	MN	55303	RAMSEY	HOLM TIM	1	\$ 164.00
343225130040	13729 EBONY ST NW	MN	55303	RAMSEY	HOLM TIM	1	\$ 164.00
343225420007	MAIL STATION 3340	MN	55146	ST PAUL	STATE OF MINNESOTA	0	\$ -
343225130039	13725 EBONY ST NW	MN	55303	RAMSEY	SMITH VIVIAN	1	\$ 164.00
343225130033	6731 137TH AVE NW	MN	55303-4573	RAMSEY	MARK BOYUM	1	\$ 164.00
343225130037	6741 137TH AVE NW	MN	55303-4573	RAMSEY	DENISE NUTTER	1	\$ 164.00
					TOTAL	28	\$ 4,592.00



Map 3
Ford Brook Estates
IP 11-02



Parcels
 Map3



0 95 190 Feet

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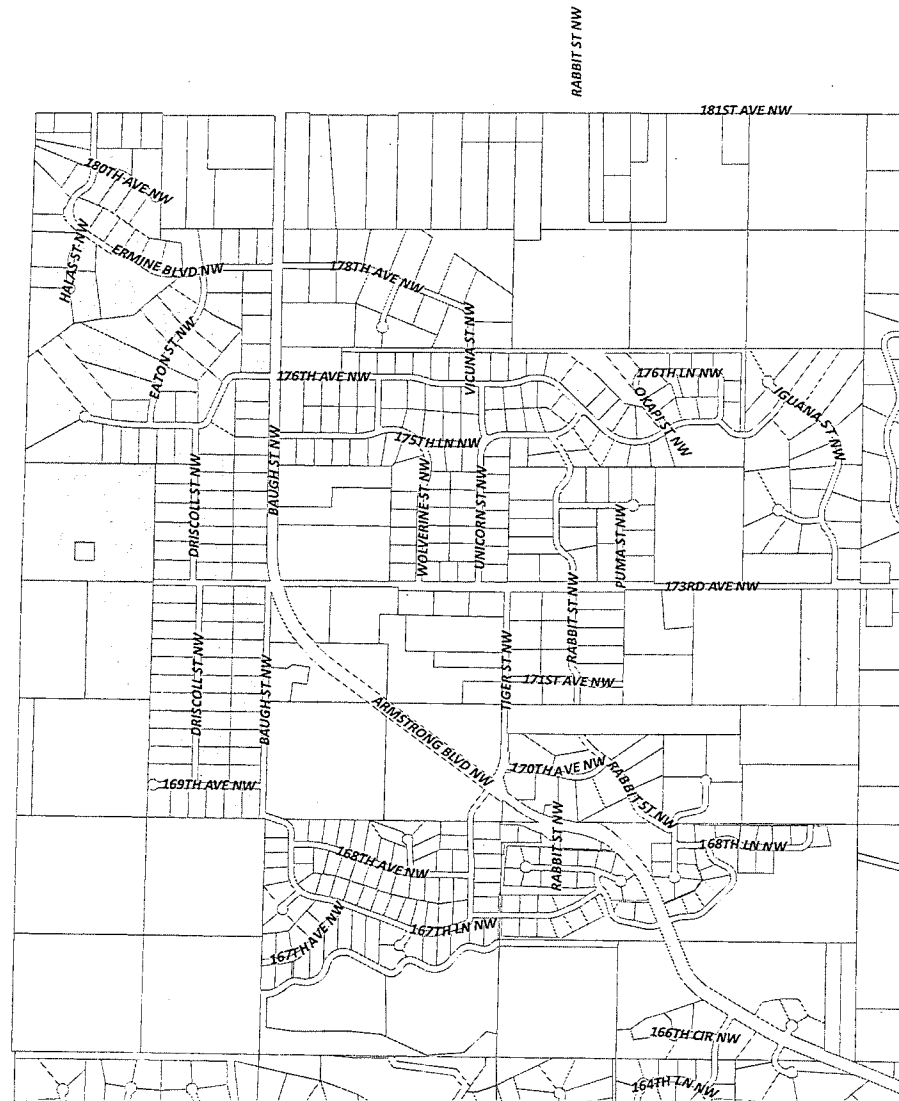
<u>ANOKA COUNTY PID</u>	<u>PROPERTY ADDRESS</u>	<u>STATE</u>	<u>ZIP</u>	<u>CITY</u>	<u>PROPERTY OWNER</u>	<u>SHARE</u>	<u>EST. ASSESSMENT</u>
023225110016	5605 180TH AVE NW	MN	55303-3329	RAMSEY	ANDERSON KRISTINA	1	\$ 164.00
023225110025	17957 IODINE ST NW	MN	55303-3320	RAMSEY	WILSON ANGELA	1	\$ 164.00
013225220026	5418 180TH LN NW	MN	55303-3366	RAMSEY	BANK OF AMERICA N A TRUSTEE	1	\$ 164.00
023225110015	17916 JUNKITE ST NW	MN	55303-3359	RAMSEY	WILLIAMS MICHAEL L	1	\$ 164.00
013225220017	17957 FLUORINE ST NW	MN	55303-3322	RAMSEY	FRAGALE KATHLEEN	1	\$ 164.00
013225220007	17938 FLUORINE ST NW	MN	55303-3364	RAMSEY	DRAKE THOEDORE A & J E	1	\$ 164.00
013225220013	17938 ERKIUM ST NW	MN	55303-3365	RAMSEY	CARPENTIER SCOTT & MELANIE	1	\$ 164.00
023225110014	17936 JUNKITE ST NW	MN	55303-3359	RAMSEY	JAMES PAUL A	1	\$ 164.00
013225220002	5531 180TH AVE NW	MN	55303-3367	RAMSEY	CHREST JOY	1	\$ 164.00
023225110017	5621 180TH AVE NW	MN	55303-3329	RAMSEY	OLBERG EUGENE A	1	\$ 164.00
013225220031	7550 SUNWOOD DRIVE	MN	55303	RAMSEY	RAMSEY CITY OF	1	\$ 164.00
013225220025	5419 180TH LN NW	MN	55303-3366	RAMSEY	BAUER GREGORY	1	\$ 164.00
013225220009	17917 GERMANIUM ST NW	MN	55303-3321	RAMSEY	JOHNSON BRANDON	1	\$ 164.00
013225220014	17918 ERKIUM ST NW	MN	55303-3365	RAMSEY	PATTERSON JONAS & SANDY	1	\$ 164.00
013225220001	5551 179TH LN NW	MN	55303-3335	RAMSEY	MOROZ GEORGE & JOY M	0.5	\$ 82.00
023225110022	17941 JUNKITE ST NW	MN	55303-3318	RAMSEY	SHADRICK THOMAS W & TAMARA	1	\$ 164.00
023225110020	17916 IODINE ST NW	MN	55303-3354	RAMSEY	DENGEL JACOB R	1	\$ 164.00
013225220018	17957 ERKIUM ST NW	MN	55303-3328	RAMSEY	WARNEKE CHRISTOPHER & ROBB N	1	\$ 164.00
013225220033	5434 180TH LN NW	MN	55303-3366	RAMSEY	BANK OF AMERICA N A TRUSTEE	1	\$ 164.00
013225220032	P O BOX 292190, 800 STATE H	TX	75067	LEWISVILLE	BANK OF AMERICA N A TRUSTEE	0	\$ -
023225110012	18014 IODINE ST NW	MN	55303-3353	RAMSEY	GIDDINGS GARLAN R & NANCY P	1	\$ 164.00
023225110013	17956 JUNKITE ST NW	MN	55303-3359	RAMSEY	VANG TRUE	1	\$ 164.00
023225110018	5630 180TH AVE NW	MN	55303-3393	RAMSEY	MITCHELL KEITH	1	\$ 164.00
023225110019	17938 IODINE ST NW	MN	55303-3354	RAMSEY	HEDEMARK JEDEDIAH E	1	\$ 164.00
013225220005	17944 GERMANIUM ST NW	MN	55303-3355	RAMSEY	RUTTGER MIKE R & TAMMY JANE	1	\$ 164.00
013225220020	17917 ERKIUM ST NW	MN	55303-3328	RAMSEY	HAVELKA GREGG A & NANCY A	1	\$ 164.00
013225220003	5551 180TH AVE NW	MN	55303-3367	RAMSEY	TIMM STEVE	1	\$ 164.00
013225220027	5411 180TH AVE NW	MN	55303-3330	RAMSEY	HODGMAN DAVID	1	\$ 164.00
023225110021	17917 JUNKITE ST NW	MN	55303-3318	RAMSEY	MICHEALS MARK D	1	\$ 164.00
023225110023	17917 IODINE ST NW	MN	55303-3320	RAMSEY	MILLER PAUL D & DONNA M	1	\$ 164.00
013225220006	17958 FLUORINE ST NW	MN	55303-3364	RAMSEY	SOHNS BRIAN D & LAUREL T	1	\$ 164.00
013225220012	17958 ERKIUM ST NW	MN	55303-3365	RAMSEY	DRUM DUWAYNE A	1	\$ 164.00
013225220024	5435 180TH LN NW	MN	55303-3366	RAMSEY	MACLENNAN WILLIAM T & ERNST J	1	\$ 164.00
013225220019	17937 ERKIUM ST NW	MN	55303-3328	RAMSEY	WIRKKALA DAVID W & SUSAN R	1	\$ 164.00
013225220021	18050 ERKIUM ST NW	MN	55303-3327	RAMSEY	MARTIN CYNTHIA A	1	\$ 164.00
013225220022	18020 ERKIUM ST NW	MN	55303-3327	RAMSEY	UREVIG MICHELLE	1	\$ 164.00

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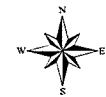
013225220015	17917 FLUORINE ST NW	MN	55303-3322	RAMSEY	ANDERSON LAWRENCE E & JEAN D	1	\$	164.00
013225220016	17937 FLUORINE ST NW	MN	55303-3322	RAMSEY	AUREN RYAN	1	\$	164.00
013225220010	17937 GERMANIUM ST NW	MN	55303-3321	RAMSEY	DOWELL KEVIN G & EDWARDS S L	1	\$	164.00
013225220008	17918 FLUORINE ST NW	MN	55303-3364	RAMSEY	HENDRICKS ROGER E & M K	1	\$	164.00
013225220004	17958 GERMANIUM ST NW	MN	55303-3355	RAMSEY	NAULT SARAH	1	\$	164.00
013225220011	17957 GERMANIUM ST NW	MN	55303-3321	RAMSEY	GRABAU GARY F & COLLEEN M	1	\$	164.00
013225220023	5449 180TH AVE NW	MN	55303-3397	RAMSEY	BAUMGARD STEVEN N & ROSE A	1	\$	164.00
023225110024	17937 IODINE ST NW	MN	55303-3320	RAMSEY	SCHEMPF TODD A & KAREN M	1	\$	164.00
013225220028	5433 180TH AVE NW	MN	55303-3330	RAMSEY	KOLLMAN ADAM	1	\$	164.00
					TOTAL	43.5	\$	7,134.00



Map 4
Sectors 6 & 7 (Unplanned)
IP 11-02



Parcels
 Map4



0 600 1,200 Feet

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<u>ANOKA COUNTY PID</u>	<u>PROPERTY ADDRESS</u>	<u>PROPERTY OWNER</u>	<u>STATE</u>	<u>ZIP</u>	<u>CITY</u>	<u>SHARE</u>	<u>EST. ASSESSMENT</u>
063225310013	9240 176TH AVE NW	BOSE ERIC V & GRACE W	MN	55303-3154	RAMSEY	1 \$	164.00
063225240001	17710 EATON ST NW	BECK NEAL K & PHYLLIS A	MN	55303-3118	RAMSEY	1 \$	164.00
063225230006	Unassigned	RAMSEY CITY OF	MN	55303	RAMSEY	1 \$	164.00
063225240005	9305 ERMINE BLVD NW	GNITKA HOLLY	MN	55303-3115	RAMSEY	1 \$	164.00
073225240001	9210 169TH AVE NW	STAHLMANN HENRY C & K J	MN	55303-3172	RAMSEY	1 \$	164.00
073225210016	17210 BAUGH ST NW	KARPINSKE TRUSTEE DAVID & KARPINSKE TRUSTEE SUSAN	MN	55303-3160	RAMSEY	1 \$	164.00
073225210001	17130 DRISCOLL ST NW	FALK FREDERICK F & BEVERLY A	MN	55303-3130	RAMSEY	1 \$	164.00
073225210011	17205 DRISCOLL ST NW	GEISER JOHN H & SUSAN L	MN	55303-3129	RAMSEY	1 \$	164.00
073225210017	17150 BAUGH ST NW	WETZEL KENNETH A & LYNNE M	MN	55303-3152	RAMSEY	1 \$	164.00
063225230011	17700 EATON ST NW	THELEN JAMES A JR & JULIE M	MN	55303-3118	RAMSEY	1 \$	164.00
063225240007	9240 ERMINE BLVD NW	CHASE SAMUEL L & CHARLENE A	MN	55303-3116	RAMSEY	1 \$	164.00
063225240016	17711 EATON ST NW	COFFIN JERRY A & ANGELA M	MN	55303-3119	RAMSEY	1 \$	164.00
063225320006	9431 176TH AVE NW	OWENS WALTER T & F L	MN	55303-3167	RAMSEY	1 \$	164.00
063225340015	17330 DRISCOLL ST NW	MALONEY EDWIN & CONSTANCE L	MN	55303-3126	RAMSEY	1 \$	164.00
063225340016	17410 DRISCOLL ST NW	SUMSTAD RONALD P & L C	MN	55303-3124	RAMSEY	1 \$	164.00
063225310008	9221 176TH AVE NW	CIELOCHA JEFFREY & CATHLEEN	MN	55303-3155	RAMSEY	1 \$	164.00
063225320007	9420 176TH AVE NW	ANDERSON JERRY L & MARILYN A	MN	55303-3103	RAMSEY	1 \$	164.00
063225310002	9320 176TH AVE NW	CLARKIN DIANA	MN	55303-3104	RAMSEY	1 \$	164.00
063225220011	9430 180TH AVE NW	KOENIG ROGER L & PATRICIA A	MN	55303-3101	RAMSEY	1 \$	164.00
073225240012	17035 DRISCOLL ST NW	FRAULY TERRY & ELIZABETH A	MN	55303-3133	RAMSEY	1 \$	164.00
073225210012	17125 DRISCOLL ST NW	ZELLER MICHELE L	MN	55303-3131	RAMSEY	1 \$	164.00
063225340010	17421 DRISCOLL ST NW	MCFARLANE ALVIN C & MARILYN	MN	55303-3125	RAMSEY	1 \$	164.00
063225340017	17420 DRISCOLL ST NW	SIAS WAYNE	MN	55303-3124	RAMSEY	1 \$	164.00
073225240021	17040 DRISCOLL ST NW	ANDREASEN DAVID R & MARY J	MN	55303-3132	RAMSEY	1 \$	164.00
073225210013	17115 DRISCOLL ST NW	LUARK KAREN M & DONALD L	MN	55303-3131	RAMSEY	1 \$	164.00
063225220001	9421 180TH AVE NW	HAVRILLA RICHARD J & C J	MN	55303-3101	RAMSEY	1 \$	164.00
063225220007	17960 ERMINE BLVD NW	WEST RONALD G & RANDEE K	MN	55303-3108	RAMSEY	1 \$	164.00
063225340018	17450 DRISCOLL ST NW	PATNODE BRIAN	MN	55303-3124	RAMSEY	1 \$	164.00
063225340006	17301 DRISCOLL ST NW	JOHNSON ROBERT P & MYRA K	MN	55303-3127	RAMSEY	1 \$	164.00
063225310012	9220 176TH AVE NW	MCEACHERN JEROLD J & A M	MN	55303-3154	RAMSEY	1 \$	164.00
063225310007	17641 EATON ST NW	JOHNSON BRUCE E & KIM A	MN	55303-3121	RAMSEY	1 \$	164.00
063225340011	17401 DRISCOLL ST NW	NELSON DOUGLAS & NANCY	MN	55303-3125	RAMSEY	1 \$	164.00
063225310004	9321 176TH AVE NW	PARRANTO CHARLES	MN	55303-3168	RAMSEY	1 \$	164.00
063225340007	17321 DRISCOLL ST NW	COUDRON JOEL L	MN	55303-3127	RAMSEY	1 \$	164.00
063225240003	17730 EATON ST NW	MAKI KELLI	MN	55303-3118	RAMSEY	1 \$	164.00
063225230007	9421 ERMINE BLVD NW	BURNS JOEL E	MN	55303-3113	RAMSEY	1 \$	164.00
073225240010	17030 DRISCOLL ST NW	HURLEY JOSEPH & DEBRA	MN	55303-3132	RAMSEY	1 \$	164.00
073225240017	17030 BAUGH ST NW	BIRCHEM ALLEN	MN	55303-3163	RAMSEY	1 \$	164.00
063225320002	9450 176TH AVE NW	MOSS DEBRA	MN	55303-3103	RAMSEY	1 \$	164.00
073225210007	17110 DRISCOLL ST NW	HOFFARD GARY M & S A	MN	55303-3130	RAMSEY	1 \$	164.00

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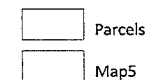
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063225310017	17605 EATON ST NW	MORD WILLIAM C & MARY E	MN	55303-3121	RAMSEY	1	\$	164.00
063225220016	9511 180TH AVE NW	YEAGER RICHARD A & RHONDA L	MN	55303-3165	RAMSEY	1	\$	164.00
063225220018	17960 ERMINE BLVD NW	WEST RONALD G & RANDEE K	MN	55303	RAMSEY	1	\$	164.00
063225310014	9265 176TH AVE NW	MIERS JAMES A	MN	55303-3155	RAMSEY	1	\$	164.00
063225240011	9205 ERMINE BLVD NW	GOULD PATRICK F	MN	55303-3117	RAMSEY	1	\$	164.00
063225230001	17820 HALAS ST NW	MASSIMINO MICHELE	MN	55303-3106	RAMSEY	1	\$	164.00
073225240004	9230 169TH AVE NW	EDGETON TIMOTHY L & MARY ANN	MN	55303-3172	RAMSEY	1	\$	164.00
063225240015	17731 EATON ST NW	KREUSER JAMES A	MN	55303-3119	RAMSEY	1	\$	164.00
063225340014	17320 DRISCOLL ST NW	KRONDAK MICHAEL C & KIM D	MN	55303-3126	RAMSEY	1	\$	164.00
073225210010	17215 DRISCOLL ST NW	ANDERSON SUSAN M	MN	55303-3129	RAMSEY	1	\$	164.00
063225220006	17910 ERMINE BLVD NW	STANLEY RICHARD D & DAISY H	MN	55303-3108	RAMSEY	1	\$	164.00
063225220005	Unassigned	RAMSEY CITY OF	MN	55303	RAMSEY	1	\$	164.00
073225240007	9321 169TH AVE NW	DAHLBERG MICHAEL K & DIANE M	MN	55303-3105	RAMSEY	1	\$	164.00
063225330002	9501 173RD AVE NW	WILHELMI LOUIS & J	MN	55303-3174	RAMSEY	1	\$	164.00
063225240002	9225 ERMINE BLVD NW	RYAN CLINTON J & MICHELLE A	MN	55303-3117	RAMSEY	1	\$	164.00
063225240012	9215 ERMINE BLVD NW	CHRISTY GREGORY & ROSINA	MN	55303-3117	RAMSEY	1	\$	164.00
063225240004	17714 EATON ST NW	MORRIS MARK E & PATRICIA A	MN	55303-3118	RAMSEY	1	\$	164.00
063225230009	17800 HALAS ST NW	DEBBAN ALAN A & WENDY E	MN	55303-3106	RAMSEY	1	\$	164.00
073225220002	9350 173RD AVE NW	NELSON JOEL F & JODEE L	MN	55303-3156	RAMSEY	1	\$	164.00
073225210005	17230 DRISCOLL ST NW	THORSON DENNIS A & MARY S	MN	55303-3128	RAMSEY	1	\$	164.00
063225320003	9520 176TH AVE NW	ONEIL BASIL W	MN	55303-3102	RAMSEY	1	\$	164.00
063225230008	17810 HALAS ST NW	NORELL H	MN	55303-3106	RAMSEY	1	\$	164.00
063225240013	9351 ERMINE BLVD NW	MCGHEE C	MN	55303-3115	RAMSEY	1	\$	164.00
063225320004	9400 176TH AVE NW	BORER JUSTIN	MN	55303-3103	RAMSEY	1	\$	164.00
063225310016	9340 176TH AVE NW	DELISLE SHARON	MN	55303-3104	RAMSEY	1	\$	164.00
073225210014	17230 BAUGH ST NW	MAMMENG LARRY & ANNETTE	MN	55303-3160	RAMSEY	1	\$	164.00
073225210009	17225 DRISCOLL ST NW	JOHNSON PAMELA R	MN	55303-3129	RAMSEY	1	\$	164.00
063225340001	17451 DRISCOLL ST NW	HAUGLAND ERIK C & STOLL S L	MN	55303-3125	RAMSEY	1	\$	164.00
073225240019	17010 BAUGH ST NW	PERFETTO JAMES N & V A	MN	55303-3163	RAMSEY	1	\$	164.00
073225240015	16935 DRISCOLL ST NW	OVALL JESSICA	MN	55303-3135	RAMSEY	1	\$	164.00
073225240020	16930 BAUGH ST NW	BOEHLERT ISIAH	MN	55303-3153	RAMSEY	1	\$	164.00
073225240009	17020 DRISCOLL ST NW	QUISBERG MICHAEL	MN	55303-3132	RAMSEY	1	\$	164.00
073225240018	17020 BAUGH ST NW	DICKES JOHN J & LINDA J	MN	55303-3163	RAMSEY	1	\$	164.00
073225240014	17015 DRISCOLL ST NW	MOSHER DENNIS M	MN	55303-3133	RAMSEY	1	\$	164.00
073225210006	17120 DRISCOLL ST NW	ANDERSON KAREN	MN	55303-3130	RAMSEY	1	\$	164.00
073225210018	17130 BAUGH ST NW	KUSCH BARRY J	MN	55303-3152	RAMSEY	1	\$	164.00
063225220013	9410 180TH AVE NW	BAYNHAM IRENE J & JOHN E	MN	55303-3101	RAMSEY	1	\$	164.00
063225220009	9515 ERMINE BLVD NW	NIELSEN JEFFREY A & SHELLEY L	MN	55303-3111	RAMSEY	1	\$	164.00
063225220008	9501 ERMINE BLVD NW	MCCURRY MICHAEL L & HELEN M	MN	55303-3111	RAMSEY	1	\$	164.00

IMPROVEMENT PROJECT 11-02

063225220010	9500 180TH AVE NW	HOFFMAN JAY M & JEAN M	MN	55303-3166	RAMSEY	1	\$	164.00
063225330001	9501 173RD AVE NW	WILHELMI TRUSTEE JOLEEN & WILHELMI TRUSTEE LOUIS	MN	55303	RAMSEY	0	\$	-
063225310003	17511 DRISCOLL ST NW	HOKKANEN MICHAEL W	MN	55303-3123	RAMSEY	1	\$	164.00
063225310015	17521 DRISCOLL ST NW	FLAWS SCOTT M	MN	55303-3123	RAMSEY	1	\$	164.00
063225340012	17351 DRISCOLL ST NW	MINKE CHRISTINE	MN	55303-3127	RAMSEY	1	\$	164.00
073225210003	17210 DRISCOLL ST NW	SABA LAWRENCE R & B J	MN	55303-3128	RAMSEY	1	\$	164.00
063225240008	17721 EATON ST NW	OANES RICHARD E & LIANE M	MN	55303-3119	RAMSEY	1	\$	164.00
063225310005	9255 176TH AVE NW	MARTINSON JEFFREY	MN	55303-3155	RAMSEY	1	\$	164.00
063225230002	9500 ERMINE BLVD NW	BAYER PATRICIA C	MN	55303-3110	RAMSEY	1	\$	164.00
063225230005	9401 ERMINE BLVD NW	HENDRICKS DANIEL B & VICKI M	MN	55303-3113	RAMSEY	1	\$	164.00
073225210015	17220 BAUGH ST NW	MARTIN WILLIAM R & J E	MN	55303-3160	RAMSEY	1	\$	164.00
063225240006	9331 ERMINE BLVD NW	KRUGER TIMOTHY S	MN	55303-3115	RAMSEY	1	\$	164.00
063225230004	17811 HALAS ST NW	KOLYER JAMES	MN	55303-3107	RAMSEY	1	\$	164.00
073225240013	17025 DRISCOLL ST NW	ANTONSON MICHAEL & BARBARA	MN	55303-3133	RAMSEY	1	\$	164.00
063225220012	9420 180TH AVE NW	TAUBERT EVELYN	MN	55303-3101	RAMSEY	1	\$	164.00
063225220004	17960 ERMINE BLVD NW	WEST RONALD G & RANDEE K	MN	55303	RAMSEY	1	\$	164.00
063225340013	9335 173RD AVE NW	NARVESON DIANE	MN	55303-3169	RAMSEY	1	\$	164.00
073225210008	17235 DRISCOLL ST NW	PATTERSON S M & VENTURELLA K L	MN	55303-3129	RAMSEY	1	\$	164.00
073225210004	17220 DRISCOLL ST NW	TURCOTTE AIMEE	MN	55303-3128	RAMSEY	1	\$	164.00
073225240008	17010 DRISCOLL ST NW	MIKKOLA WAYNE M & JUDY A	MN	55303-3132	RAMSEY	1	\$	164.00
063225320009	17610 EATON ST NW	VOKES LARRY W & JUDY K	MN	55303-3120	RAMSEY	1	\$	164.00
073225240003	9310 169TH AVE NW	RICHARDS DANNY P & MARCIA D	MN	55303-3105	RAMSEY	1	\$	164.00
073225240005	9220 169TH AVE NW	WAGENKNECHT DANIEL W & D S	MN	55303-3172	RAMSEY	1	\$	164.00
063225230012	9420 ERMINE BLVD NW	BILLMARK JUDITH A	MN	55303-3112	RAMSEY	1	\$	164.00
073225240002	9320 169TH AVE NW	GUSTAFSON BEVERLY	MN	55303-3105	RAMSEY	1	\$	164.00
063225320001	9468 176TH AVE NW	HAWK MELODY	MN	55303-3103	RAMSEY	1	\$	164.00
063225310006	17611 EATON ST NW	ANDERSON ROGER A & MARY L	MN	55303-3121	RAMSEY	1	\$	164.00
073225240016	17040 BAUGH ST NW	JUTILA TIMOTHY J & PAMELA K	MN	55303-3163	RAMSEY	1	\$	164.00
073225210019	17110 BAUGH ST NW	MATTSON CHARLES S & G	MN	55303-3152	RAMSEY	1	\$	164.00
063225340008	9221 173RD AVE NW	MCNAMARA RANDIN	MN	55303-3170	RAMSEY	1	\$	164.00
063225220003	17930 ERMINE BLVD NW	GILBERTSON JAMES R & D K	MN	55303-3108	RAMSEY	1	\$	164.00
063225240014	9220 ERMINE BLVD NW	BAKKEN SANDRA	MN	55303-3116	RAMSEY	1	\$	164.00
073225240006	9380 169TH AVE NW	LINDGREN DONALD	MN	55303-3105	RAMSEY	1	\$	164.00
063225320008	17640 EATON ST NW	CURRAN TIMOTHY	MN	55303-3120	RAMSEY	1	\$	164.00
063225320005	9421 176TH AVE NW	EMBERTSON RONALD E & S J	MN	55303-3167	RAMSEY	1	\$	164.00
					TOTAL	114.5	\$	18,778.00



Map 5
Welcomes Road
IP 11-02



0 65 130 Feet

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<u>ANOKA COUNTY PID</u>	<u>PROPERTY ADDRESS</u>	<u>STATE</u>	<u>ZIP</u>	<u>CITY</u>	<u>PROPERTY OWNER</u>	<u>SHARE</u>	<u>EST. ASSESSMENT</u>
163225120006	7501 164TH LN NW	MN	55303-3662	RAMSEY	NELSON MATTHEW A & MICHELLE M	1	\$ 164.00
163225120013	7530 163RD LN NW	MN	55303-3687	RAMSEY	SHUMWAY TRUSTEE CAROLYN	1	\$ 164.00
163225120003	7410 164TH AVE NW	MN	55303	RAMSEY	KONEN JAMES E & V M	1	\$ 164.00
163225120016	16411 SAPPHIRE ST NW	MN	55303-3604	RAMSEY	KLUENDER WAYNE A	1	\$ 164.00
163225120018	16441 SAPPHIRE ST NW	MN	55303-3604	RAMSEY	SMITH RACHELLE	1	\$ 164.00
163225120011	16420 URANIMITE ST NW	MN	55303-3602	RAMSEY	SCHULTZ JACQUELINE A	1	\$ 164.00
163225120001	7520 164TH LN NW	MN	55303-3663	RAMSEY	SIEBERT SCOTT	1	\$ 164.00
163225120004	16471 SAPPHIRE ST NW	MN	55303-3604	RAMSEY	HOWE ADELBERT	1	\$ 164.00
163225120017	16421 SAPPHIRE ST NW	MN	55303-3604	RAMSEY	COCHRAN SUSAN	1	\$ 164.00
163225120010	7550 163RD LN NW	MN	55303-3687	RAMSEY	ZIMMERMAN GERALD A & C M	1	\$ 164.00
163225120015	7530 163RD LN NW	MN	55303	RAMSEY	SHUMWAY TRUSTEE CAROLYN	1	\$ 164.00
163225120012	7530 163RD LN NW	MN	55303	RAMSEY	SHUMWAY TRUSTEE CAROLYN	1	\$ 164.00
163225120020	16390 URANIMITE ST NW	MN	55303-3603	RAMSEY	NYSTROM ADAM R	1	\$ 164.00
163225120009	16448 URANIMITE ST NW	MN	55303-3602	RAMSEY	BRANTZ WILLIAM J	1	\$ 164.00
163225120008	7521 164TH LN NW	MN	55303-3662	RAMSEY	RITCEY JOHN W	1	\$ 164.00
163225120005	7441 164TH LN NW	MN	55303-3664	RAMSEY	ROBERTS JAMES R & KAREN A	1	\$ 164.00
163225120002	16400 URANIMITE ST NW	MN	55303-3602	RAMSEY	CHARETTE KATHIE M	1	\$ 164.00
163225120014	7410 164TH AVE NW	MN	55303-3630	RAMSEY	KONEN JAMES	1	\$ 164.00
163225120019	16310 URANIMITE ST NW	MN	55303-3603	RAMSEY	HANSON DEAN	1	\$ 164.00
					TOTAL	19	\$ 3,116.00



Map 6
Hall Anderson Acres
IP 11-02

Parcels
 Map6

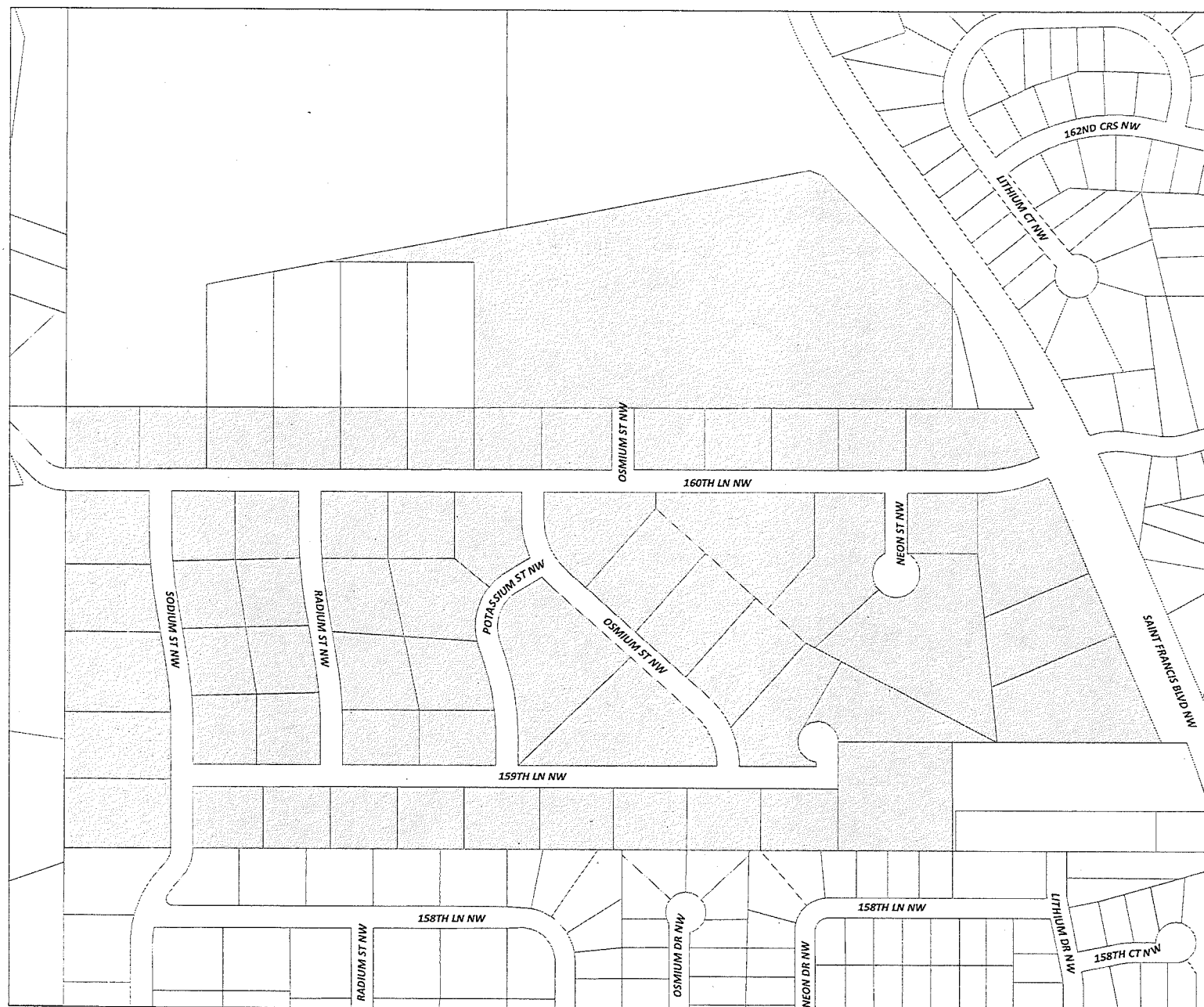


0 135 270 Feet

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143225420014	15931 OSMIUM ST NW	MN	55303-4172	RAMSEY	ACKERMAN MICHAEL J	1	\$ 164.00
143225310005	15900 SODIUM ST NW	MN	55303-4107	RAMSEY	ZELADA ABELINO & LINDA M	1	\$ 164.00
143225310031	6040 159TH LN NW	MN	55303-4130	RAMSEY	FLOERCHINGER AMY	1	\$ 164.00
143225310030	6060 159TH LN NW	MN	55303-4130	RAMSEY	EFRAM KEVIN L & NORETTA M	1	\$ 164.00
143225310023	15921 RADIUM ST NW	MN	55303-4112	RAMSEY	KEUPER JOHN H & SHARON A	1	\$ 164.00
143225310020	6040 160TH LN NW	MN	55303-4124	RAMSEY	BRUNDIN JASON & SARAH	1	\$ 164.00
143225310022	15951 RADIUM ST NW	MN	55303-4112	RAMSEY	THOMPSON ROGER D & S E	1	\$ 164.00
143225310012	16021 SODIUM ST NW	MN	55303-4106	RAMSEY	PETERSON DAVID	1	\$ 164.00
143225420002	5951 160TH LN NW	MN	55303-4165	RAMSEY	TRYGVE NEVLAND & PAMELA	1	\$ 164.00
143225420020	5911 160TH LN NW	MN	55303-4127	RAMSEY	METZGER LARRY & SUSAN	1	\$ 164.00
143225420013	15941 OSMIUM ST NW	MN	55303-4172	RAMSEY	SUNDEEN CLAUDIA	1	\$ 164.00
143225410008	5801 160TH LN NW	MN	55303-4749	RAMSEY	DVORAK GERALD F & BARBARA L	1	\$ 164.00
143225310021	16001 RADIUM ST NW	MN	55303-4160	RAMSEY	BOSCHEE ROBERT & SUSAN M	1	\$ 164.00
143225420012	15961 OSMIUM ST NW	MN	55303-4172	RAMSEY	DAHLIN JOHN W & RUTH A	1	\$ 164.00
143225310032	6020 159TH LN NW	MN	55303-4130	RAMSEY	MOSENG COLLEEN	1	\$ 164.00
143225310014	15941 SODIUM ST NW	MN	55303-4108	RAMSEY	STEINKE GARY R & SANDRA M	1	\$ 164.00
143225410007	16030 SAINT FRANCIS BLVD NW	MN	55303-5901	RAMSEY	KALLA LARRY F & CAROLYN A	1	\$ 164.00
143225420023	5821 160TH LN NW	MN	55303-4749	RAMSEY	BROCKAMP BRIAN O	1	\$ 164.00
143225420021	5851 160TH LN NW	MN	55303-4749	RAMSEY	MADZEY RICHARD A & M A	1	\$ 164.00
143225420006	5910 159TH LN NW	MN	55303-4131	RAMSEY	GERRICK JOHN	1	\$ 164.00
143225310006	6151 160TH LN NW	MN	55303-4123	RAMSEY	FORDER NANCEE A & BRAY WILLIAM	1	\$ 164.00
143225310017	15940 RADIUM ST NW	MN	55303-4111	RAMSEY	KERNS WILLIAM D & MARLENE A	1	\$ 164.00
143225420011	16021 OSMIUM ST NW	MN	55303-4120	RAMSEY	STORBAKKEN CHAD	1	\$ 164.00
143225310013	16011 SODIUM ST NW	MN	55303-4106	RAMSEY	MITCHELL D E & C J	1	\$ 164.00
143225310026	16010 POTASSIUM ST NW	MN	55303-4162	RAMSEY	THIELING MICHAEL & JOANN	1	\$ 164.00
143225310007	6141 160TH LN NW	MN	55303-4123	RAMSEY	PIOSKE MARK A & CAROL A	1	\$ 164.00
143225420009	5921 159TH LN NW	MN	55303-4169	RAMSEY	KOLBOW DAVID & JANIE E	1	\$ 164.00
143225420015	5831 159TH LN NW	MN	55303-4170	RAMSEY	ULSTAD ORVIN W & RUTH A	1	\$ 164.00
143225410005	15950 SAINT FRANCIS BLVD	MN	55303-5946	RAMSEY	RONEY JAMES J & SHARON K	1	\$ 164.00
143225310004	15920 SODIUM ST NW	MN	55303-4107	RAMSEY	BAUERLY JACOB & MAURER JOANNE	1	\$ 164.00
143225420010	16031 OSMIUM ST NW	MN	55303-4120	RAMSEY	MOSHIER DEBORAH A	1	\$ 164.00
143225310028	16020 POTASSIUM ST NW	MN	55303-4162	RAMSEY	JOHNSON ERIC	1	\$ 164.00
143225420007	5840 159TH LN NW	MN	55303-4132	RAMSEY	SHELDON D THOMAS & B A	1	\$ 164.00
143225420005	5920 159TH LN NW	MN	55303-4131	RAMSEY	ERICKSON ROBERT E & PAULA J	1	\$ 164.00
143225420004	5940 159TH LN NW	MN	55303-4131	RAMSEY	TURNER DONALD J & KENDRA M	1	\$ 164.00
143225310033	6010 159TH LN NW	MN	55303-4130	RAMSEY	JOHNSON CHARLES F & JODI L	1	\$ 164.00
143225420022	5841 160TH LN NW	MN	55303-4749	RAMSEY	JELINEK RAYMOND E & DAWN B	1	\$ 164.00
143225310010	6031 160TH LN NW	MN	55303-4125	RAMSEY	GERGELY JOSEPH L III & SUSAN M	1	\$ 164.00
143225310008	6121 160TH LN NW	MN	55303-4123	RAMSEY	WIGEN ROGER A & CHARLOTTE G	1	\$ 164.00
143225420019	5840 160TH LN NW	MN	55303-4750	RAMSEY	HILLEBREGT ANITA S	1	\$ 164.00

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143225310019	6100 160TH LN NW	MN	55303-4122	RAMSEY	REWARD DOUGLAS F	1	\$	164.00
143225310001	16020 SODIUM ST NW	MN	55303-4105	RAMSEY	LEE JAMES O & JANICE E	1	\$	164.00
143225130005	16151 OSMIUM ST NW	MN	55303-4177	RAMSEY	MORTENSON LYNN	1	\$	164.00
143225310029	15901 SODIUM ST NW	MN	55303-4158	RAMSEY	GRAFFUNDER ANN-MARIE	1	\$	164.00
143225310024	6021 159TH LN NW	MN	55303-4168	RAMSEY	YOST EDWARD F & GULLA MARY J	1	\$	164.00
143225420003	5941 160TH LN NW	MN	55303-4165	RAMSEY	RUST ROLAND M & SHARON M	1	\$	164.00
143225410006	16000 SAINT FRANCIS BLVD NW	MN	55303-5901	RAMSEY	BOLIER GREGORY A	1	\$	164.00
143225310009	6051 160TH LN NW	MN	55303-4125	RAMSEY	SCHRAMM ALAN R & C M	1	\$	164.00
143225420016	16031 NEON ST NW	MN	55303-4164	RAMSEY	DEBAERE KIMBERLY	1	\$	164.00
143225420018	16020 NEON ST NW	MN	55303-4174	RAMSEY	GERVAIS DIANE L	1	\$	164.00
143225420017	16021 NEON ST NW	MN	55303-4164	RAMSEY	GAMEC THOMAS G & SYLVIA K	1	\$	164.00
143225310002	16010 SODIUM ST NW	MN	55303-4105	RAMSEY	LEA ROBERT W & VERNELL S	1	\$	164.00
143225420008	15951 POTASSIUM ST NW	MN	55303-4118	RAMSEY	JOHNSON DAVID R & SUSAN R	1	\$	164.00
143225310003	15940 SODIUM ST NW	MN	55303-4107	RAMSEY	KALLENBACH ARTHUR J	1	\$	164.00
143225310025	15940 POTASSIUM ST NW	MN	55303-4117	RAMSEY	MANSKE GEORGE J & CAROL A	1	\$	164.00
143225310015	6121 159TH LN NW	MN	55303-4166	RAMSEY	AWSUMB CLIFFORD R & MARY B	1	\$	164.00
143225420001	5821 159TH LN NW	MN	55303-4170	RAMSEY	LANDWEHR MILES D & DEBORAH	1	\$	164.00
143225310027	6020 160TH LN NW	MN	55303-4124	RAMSEY	MAVEUS TERRY C & M F	1	\$	164.00
143225310016	15920 RADIUM ST NW	MN	55303-4111	RAMSEY	RONALLO LAURIE	1	\$	164.00
143225310018	16000 RADIUM ST NW	MN	55303-4159	RAMSEY	MINKLER CAROL ANN	1	\$	164.00
143225310011	6011 160TH LN NW	MN	55303-4125	RAMSEY		1	\$	164.00
					TOTAL	61	\$	10,004.00

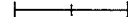


Map 7
Forest Hideaway
IP 11-02

-  Parcels
-  Map7



0 65 130 Feet



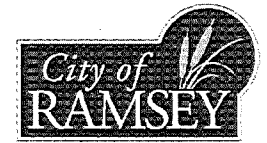
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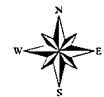
<u>ANOKA COUNTY PID</u>	<u>PROPERTY ADDRESS</u>	<u>STATE</u>	<u>ZIP</u>	<u>CITY</u>	<u>PROPERTY OWNER</u>	<u>SHARE</u>	<u>EST. ASSESSMENT</u>
173225420021	8260 159TH LN NW	MN	55303-3812	RAMSEY	OLSON DENNIS	1	\$ 164.00
173225420006	16020 IGUANA ST NW	MN	55303-3821	RAMSEY	JOHNSTON RICHARD L	1	\$ 164.00
173225420010	16011 KANGAROO ST NW	MN	55303-3814	RAMSEY	RAY MICHAEL	1	\$ 164.00
173225420024	8204 159TH LN NW	MN	55303-3812	RAMSEY	GUSTAFSON SCOTT D & MARY M	1	\$ 164.00
173225420001	16060 KANGAROO ST NW	MN	55303-3813	RAMSEY	FYTEN STEPHEN R & MICHELE D	1	\$ 164.00
173225420012	16051 KANGAROO ST NW	MN	55303-3814	RAMSEY	JENSEN STEVEN & JOAN	1	\$ 164.00
173225420015	16025 IGUANA ST NW	MN	55303-3822	RAMSEY	BAKER PATRICK H & BARBARA M	1	\$ 164.00
173225420011	16041 KANGAROO ST NW	MN	55303-3814	RAMSEY	NELSON JAMES O & LYNN S	1	\$ 164.00
173225420005	16030 IGUANA ST NW	MN	55303-3821	RAMSEY	MERRY ROE	1	\$ 164.00
173225420018	8221 159TH LN NW	MN	55303-3868	RAMSEY	THOMAS WILLIAM J & LINDA R	1	\$ 164.00
173225420023	8220 159TH LN NW	MN	55303-3812	RAMSEY	MOEN RICHARD D & LOIS A	1	\$ 164.00
173225420022	8240 159TH LN NW	MN	55303-3812	RAMSEY	THOMPSON GARY L D & CARYL J	1	\$ 164.00
173225420019	8324 159TH LN NW	MN	55303-3862	RAMSEY	NELSON JAMES C & TERESA L	1	\$ 164.00
173225420020	8310 159TH LN NW	MN	55303-3862	RAMSEY	BEKERIS BRUNO A & RITA A	1	\$ 164.00
173225420013	16051 IGUANA ST NW	MN	55303-3822	RAMSEY	PFEIFER RODNEY J & WENDY	1	\$ 164.00
173225420016	16015 IGUANA ST NW	MN	55303-3822	RAMSEY	HAMBLET JAMES	1	\$ 164.00
173225420008	8261 159TH LN NW	MN	55303-3868	RAMSEY	MOTZ BONNIE	1	\$ 164.00
173225420007	15950 IGUANA ST NW	MN	55303-8002	RAMSEY	MAAG THOMAS G & CYNTHIA L	1	\$ 164.00
173225420025	Unassigned	MN	55303	RAMSEY	RAMSEY CITY OF	1	\$ 164.00
173225420009	16001 KANGAROO ST NW	MN	55303-3814	RAMSEY	BEBEAU RANDY R	1	\$ 164.00
173225420017	16001 IGUANA ST NW	MN	55303-3822	RAMSEY	OSEID PHILIP A & D L	1	\$ 164.00
173225420003	8351 160TH AVE NW	MN	55303-3860	RAMSEY	HOFFMAN WILLIAM D & TERRI L	1	\$ 164.00
173225420004	16050 IGUANA ST NW	MN	55303-3821	RAMSEY	NELSON THOMAS H & I M	1	\$ 164.00
173225420002	16030 KANGAROO ST NW	MN	55303-3813	RAMSEY	WAGNER BARBARA	1	\$ 164.00
				TOTAL		24	\$ 3,936.00



Map 8
Oakridge Estates
IP 11-03



Parcels
 Map8



0 235 470 Feet

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IMPROVEMENT PROJECT 11-03

<u>ANOKA COUNTY PID</u>	<u>PROPERTY ADDRESS</u>	<u>STATE</u>	<u>ZIP</u>	<u>CITY</u>	<u>OWNER</u>	<u>SHARE</u>	<u>EST. ASSESSMENT</u>
083225430005	16601 KANGAROO CIR	MN	55303-3484	RAMSEY	KRUSE MICHAEL J & JODELL E	1	\$ 244.00
083225430006	16500 KANGAROO ST NW	MN	55303-3419	RAMSEY	WILSON JEFFREY & ELIZABETH	1	\$ 244.00
173225140006	8051 163RD AVE NW	MN	55303-3483	RAMSEY	LIZAKOWSKI JASON	1	\$ 244.00
173225130008	8250 163RD AVE NW	MN	55303-3480	RAMSEY	NEMEC WILLIAM & MONCHAMP SHARI	1	\$ 244.00
173225130012	8221 161ST AVE NW	MN	55303-3843	RAMSEY	BENSON RONALD H & LUCINDA K	1	\$ 244.00
173225140003	16201 FERRET ST NW	MN	55303-3431	RAMSEY	WICK LAWRENCE D & BARBARA M	1	\$ 244.00
173225130011	8241 161ST AVE NW	MN	55303-3843	RAMSEY	HANSON BOYD R & SHIRLEY A	1	\$ 244.00
173225110005	16361 FERRET ST NW	MN	55303-3430	RAMSEY	CUSHING CHARLES	1	\$ 244.00
173225110004	16381 FERRET ST NW	MN	55303-3430	RAMSEY	MONTOUR CHRISTINE	1	\$ 244.00
173225130010	8241 161ST AVE NW	MN	55303	RAMSEY	HANSON BOYD R & SHIRLEY A	1	\$ 244.00
173225120007	16300 KANGAROO ST NW	MN	55303-3472	RAMSEY	HINKEMEYER DAVID	1	\$ 244.00
173225120012	8301 163RD AVE NW	MN	55303-3463	RAMSEY	BREHM DANIEL R & CATHY A	1	\$ 244.00
173225120004	16400 KANGAROO ST NW	MN	55303-3470	RAMSEY	UNZELMAN MARY J	1	\$ 244.00
173225140007	8200 163RD AVE NW	MN	55303-3480	RAMSEY	DORR HERBERT T & CORICE L	1	\$ 244.00
173225140008	8100 163RD AVE NW	MN	55303-3482	RAMSEY	TEVOGT JENNIFER M	1	\$ 244.00
173225120003	16450 KANGAROO ST NW	MN	55303-3470	RAMSEY	WALLRICH RICHARD	1	\$ 244.00
173225120005	16401 KANGAROO ST NW	MN	55303-3470	RAMSEY	JOHNSON GARY F & JANET L	1	\$ 244.00
173225120013	16320 HEDGEHOG ST NW	MN	55303-3473	RAMSEY	GRICKO ARLENE	1	\$ 244.00
173225120011	8351 163RD AVE NW	MN	55303-3462	RAMSEY	SHAY JOHN P & MARY E	1	\$ 244.00
173225130009	16171 LLAMA ST NW	MN	55303-3417	RAMSEY	WETTERLIND BRIAN F & DENISE K	1	\$ 244.00
173225120008	16350 KANGAROO ST NW	MN	55303-3472	RAMSEY	PARSONS ELAINE	1	\$ 244.00
173225120014	16340 HEDGEHOG ST NW	MN	55303-3473	RAMSEY	LEHMAN FREDRICK E & CYNTHIA	1	\$ 244.00
173225420014	8204 161ST AVE NW	MN	55303-3841	RAMSEY	LESTER JEFFREY A & MICHELE	1	\$ 244.00
173225410002	8154 161ST AVE NW	MN	55303-3859	RAMSEY	WETTERLIND LOREN R & S J	1	\$ 244.00
173225410010	8050 161ST AVE NW	MN	55303-3853	RAMSEY	MUHICH HENRY F	1	\$ 244.00
083225430007	16501 KANGAROO ST NW	MN	55303	RAMSEY	MILLER TRUSTEE MARILYN & MILLER TRUSTEE THOMAS	0	\$ -
173225120002	16500 KANGAROO ST NW	MN	55303	RAMSEY	WILSON JEFFREY & ELIZABETH	0	\$ -
173225130003	8231 163RD AVE NW	MN	55303-3479	RAMSEY	MOLINE LORRIE	1	\$ 244.00
173225130004	8201 163RD AVE NW	MN	55303-3479	RAMSEY	BOONE SUSAN M	1	\$ 244.00
173225240001	8404 161ST AVE NW	MN	55303-3807	RAMSEY	DELANEY CHARLES L & LORAL I	1	\$ 244.00
173225140009	16200 FERRET ST NW	MN	55303-3442	RAMSEY	WAIT RICHARD W	1	\$ 244.00
083225430003	16600 KANGAROO CIR	MN	55303-3484	RAMSEY	PETERSEN JOHN P & JANIS	1	\$ 244.00
173225130002	8251 163RD AVE NW	MN	55303-3479	RAMSEY	KNAUS ALAN J & CHERYL A	1	\$ 244.00
173225140010	8051 161ST AVE NW	MN	55303-3854	RAMSEY	DAHLE AARON Z	1	\$ 244.00
173225120010	16301 KANGAROO ST NW	MN	55303-3472	RAMSEY	CHRISTOFERSON DAVE	1	\$ 244.00
173225110006	16341 FERRET ST NW	MN	55303-3430	RAMSEY	KUJAWA RICHARD A	1	\$ 244.00
173225110008	16340 FERRET ST NW	MN	55303-3475	RAMSEY	RICK TODD K & LAURIE A	1	\$ 244.00
173225130005	8350 163RD AVE NW	MN	55303-3464	RAMSEY	WEBER TROY	1	\$ 244.00
173225140002	16301 FERRET ST NW	MN	55303-3430	RAMSEY	LITKE EUGENE	1	\$ 244.00
173225130006	16201 LLAMA ST NW	MN	55303-3471	RAMSEY	HANSON JEROME A	1	\$ 244.00

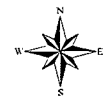
IMPROVEMENT PROJECT 11-03

173225140001	16321 FERRET ST NW	MN	55303-3430	RAMSEY	DAY ERIC A	1	\$	244.00
173225130007	8300 163RD AVE NW	MN	55303-3464	RAMSEY	MOBRY THOMAS L & ROSE M	1	\$	244.00
173225110007	16321 HEDGEHOG ST NW	MN	55303-3428	RAMSEY	NYSTROM LON R & STACY J	1	\$	244.00
173225140012	8151 161ST AVE NW	MN	55303-3867	RAMSEY	LINDGREN GENE E & MARLENE J	1	\$	244.00
173225140004	16101 FERRET ST NW	MN	55303-3457	RAMSEY	BASS PAUL A & CYNTHIA M	1	\$	244.00
173225120009	16351 KANGAROO ST NW	MN	55303-3472	RAMSEY	MICHALOV RONALD & JANICE	1	\$	244.00
083225430004	16651 KANGAROO CIR	MN	55303-3484	RAMSEY	ANDERSON AMY	1	\$	244.00
173225110002	16360 HEDGEHOG ST NW	MN	55303-3473	RAMSEY	IVES RONALD I & SANDRA A	1	\$	244.00
173225140005	8101 163RD AVE NW	MN	55303-3481	RAMSEY	JUDGE SALLYANN D	1	\$	244.00
173225120006	16501 KANGAROO ST NW	MN	55303-3419	RAMSEY	MILLER TRUSTEE MARILYN & MILLER TRUSTEE THOMAS	1	\$	244.00
173225110009	16320 FERRET ST NW	MN	55303-3475	RAMSEY	FULLER ROBERT D & BARBARA A	1	\$	244.00
173225140011	8101 161ST AVE NW	MN	55303-3867	RAMSEY	LUTZ JAMES P	1	\$	244.00
173225410006	16000 ARMSTRONG BLVD NW	MN	55303	RAMSEY	MOX MORRIE S & PASQUALINA	1	\$	244.00
173225110003	16380 HEDGEHOG ST NW	MN	55303-3473	RAMSEY	GREEN DAVID M & ERICA J	1	\$	244.00
					TOTAL	52	\$	12,688.00

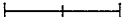


Map 9
Alpaca Estates 2nd & 3rd
IP 11-03

 Parcels
 Map9



0 135 270 Feet



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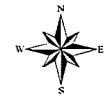
IMPROVEMENT PROJECT 11-03

<u>ANOKA COUNTY PID</u>	<u>PROPERTY ADDRESS</u>	<u>STATE</u>	<u>ZIP</u>	<u>CITY</u>	<u>PROPERTY OWNER</u>	<u>SHARE</u>	<u>EST. ASSESSMENT</u>
283225330014	7854 142ND AVE NW	MN	55303-7269	RAMSEY	BROWN ROBERT W & KAREN L	1	\$ 244.00
283225330004	7913 142ND AVE NW	MN	55303-7272	RAMSEY	PLESSEL WM J JR & HEGQUIST B J	1	\$ 244.00
293225440004	8150 142ND AVE NW	MN	55303-7288	RAMSEY	LEE DAVID T & EVELYN	1	\$ 244.00
293225410020	14312 ARMSTRONG BLVD NW	MN	55303-7281	RAMSEY	BORSTAD DALE	1	\$ 244.00
283225330015	7822 142ND AVE NW	MN	55303-7269	RAMSEY	TOSO MARY	1	\$ 244.00
293225440012	8161 142ND AVE NW	MN	55303-7289	RAMSEY	BURGER JEFFREY	1	\$ 244.00
293225440011	8141 142ND AVE NW	MN	55303-7289	RAMSEY	BRYANT ROBERT MICHAEL & PEGGY	1	\$ 244.00
293225440010	8107 142ND AVE NW	MN	55303-7289	RAMSEY	MIETTINEN JOSEPH & TONAY F	1	\$ 244.00
293225440009	8055 142ND AVE NW	MN	55303-7285	RAMSEY	KEPRIOS-TURNER KERRI	1	\$ 244.00
293225410015	14311 ARMSTRONG BLVD NW	MN	55303-7282	RAMSEY	NOVAK JAMES R	1	\$ 244.00
283225330013	7884 142ND AVE NW	MN	55303-7269	RAMSEY	WRIGHT WILLIAM F & NANCY A	1	\$ 244.00
283225330010	7974 142ND AVE NW	MN	55303-7271	RAMSEY	BARNIER ELAINE	1	\$ 244.00
283225330002	7959 142ND AVE NW	MN	55303-7272	RAMSEY	THOMPSON CLAYTON	1	\$ 244.00
283225330001	8005 142ND AVE NW	MN	55303-7274	RAMSEY	LEONHARDT MARJORIE	1	\$ 244.00
293225410017	8144 144TH AVE NW	MN	55303-7286	RAMSEY	WILL STEVEN J	1	\$ 244.00
283225330006	14275 ALPACA ST NW	MN	55303-7267	RAMSEY	DIRKMAN DAVID J	1	\$ 244.00
293225410016	8150 144TH AVE NW	MN	55303-7286	RAMSEY	RICHTER LEON & KATHRYN	1	\$ 244.00
293225410011	8121 144TH AVE NW	MN	55303-7287	RAMSEY	FETTERER IDA	1	\$ 244.00
293225410013	14401 ARMSTRONG BLVD NW	MN	55303-7284	RAMSEY	PEDERSON LISA M	1	\$ 244.00
293225440003	14227 ARMSTRONG BLVD NW	MN	55303-7282	RAMSEY	ERICKSON BRUCE A & BRENDA M	1	\$ 244.00
283225330005	14290 ALPACA ST NW	MN	55303-7268	RAMSEY	PREGLER ANDREW & JOANN M	1	\$ 244.00
283225330003	7929 142ND AVE NW	MN	55303-7272	RAMSEY	JOHNSON TRUSTEE JANICE & JOHNSON TRUSTEE LARRY	1	\$ 244.00
293225410018	8112 144TH AVE NW	MN	55303-7286	RAMSEY	DENNIE KIMBERLY	1	\$ 244.00
293225410009	8149 144TH AVE NW	MN	55303-7287	RAMSEY	PEARSON RODNEY & SANDRA	1	\$ 244.00
293225410012	8101 144TH AVE NW	MN	55303-7287	RAMSEY	KENT DAVID	1	\$ 244.00
283225330008	7807 142ND AVE NW	MN	55303-7270	RAMSEY	CLAUSEN JANYCE	1	\$ 244.00
283225330011	7944 142ND AVE NW	MN	55303-7271	RAMSEY	BOEDIGHEIMER PAT D & SHERYL	1	\$ 244.00
283225330009	7990 142ND AVE NW	MN	55303-7271	RAMSEY	LANDOWSKI THOMAS G	1	\$ 244.00
293225440006	8100 142ND AVE NW	MN	55303-7288	RAMSEY	BECK RONALD	1	\$ 244.00
293225440005	8134 142ND AVE NW	MN	55303-7288	RAMSEY	BECKMAN LEBURN W & CAROL A	1	\$ 244.00
283225320016	14322 ALPACA ST NW	MN	55303-7266	RAMSEY	LUND LAWRENCE S	1	\$ 244.00
293225410019	8100 144TH AVE NW	MN	55303-7286	RAMSEY	SCHOMMER DANIEL	1	\$ 244.00
293225440001	8000 142ND AVE NW	MN	55303-7273	RAMSEY	OLSON TRUSTEE PATRICIA & OLSON TRUSTEE RONALD	1	\$ 244.00
293225440007	8064 142ND AVE NW	MN	55303-7273	RAMSEY	SANNER JAMES E & DEBRA J	1	\$ 244.00
293225410014	14331 ARMSTRONG BLVD NW	MN	55303-7282	RAMSEY	CHUBB DORIS	1	\$ 244.00
283225330007	14239 ALPACA ST NW	MN	55303-7267	RAMSEY	DECKER RODNEY N & MICHELLE L	1	\$ 244.00
283225330012	7900 142ND AVE NW	MN	55303-7271	RAMSEY	BERHOW MERWIN J & MILLER L	1	\$ 244.00
293225440008	8044 142ND AVE NW	MN	55303-7273	RAMSEY	MACIVER MITCHELL R & DIANE	1	\$ 244.00
293225410010	8133 144TH AVE NW	MN	55303-7287	RAMSEY	KANG SHIN CHUE	1	\$ 244.00
					TOTAL	39	\$ 9,516.00



Map 10a
MSA Streets (Xkimo Street)
IP 11-04

 Parcels
 Map10a



0 62.5 125 Feet



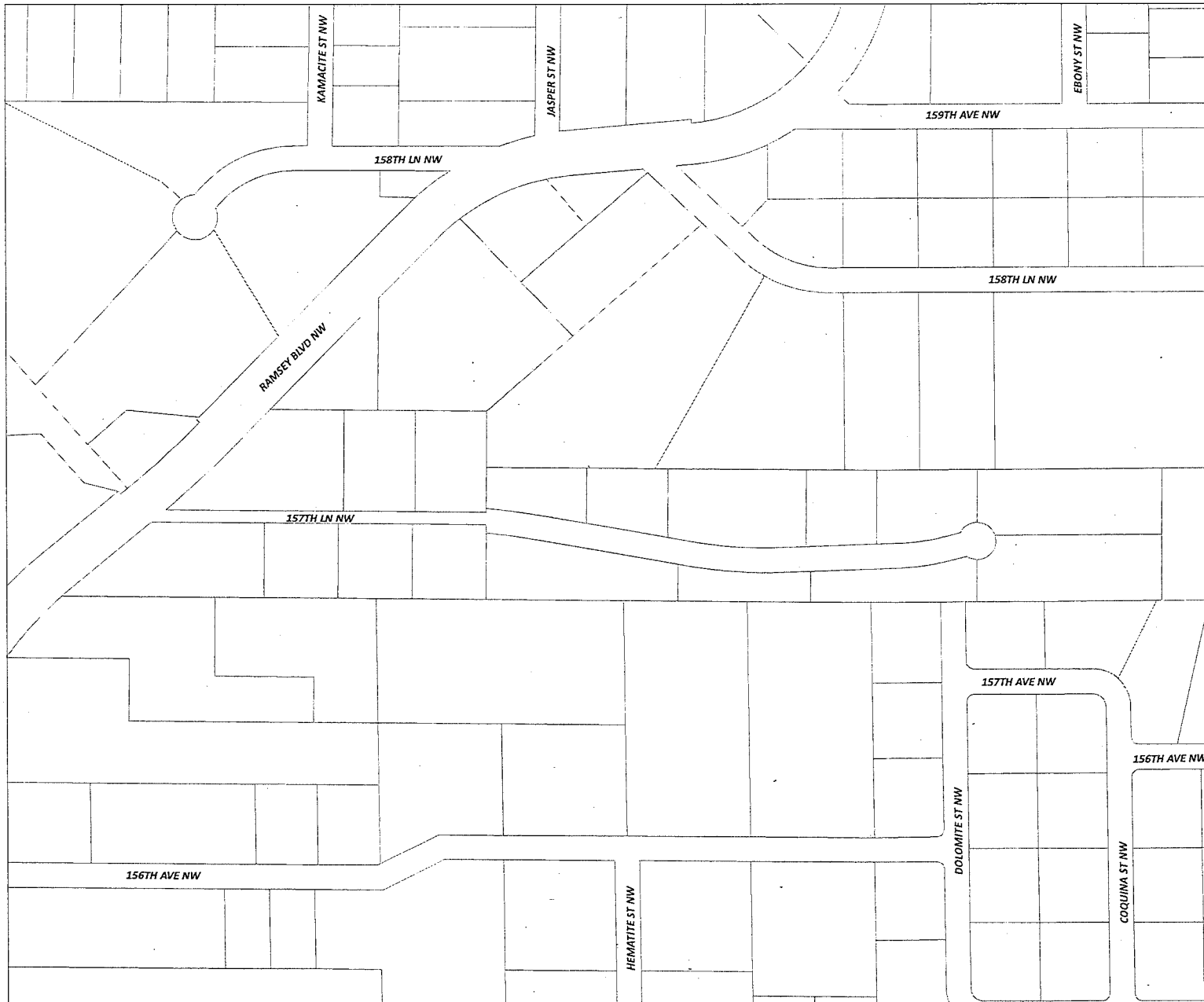
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IMPROVEMENT PROJECT 11-04

<u>ANOKA COUNTY PID</u>	<u>PROPERTY ADDRESS</u>	<u>STATE</u>	<u>ZIP</u>	<u>CITY</u>	<u>OWNER</u>	<u>SHARE</u>	<u>EST. ASSESSMENT</u>
253225430054	14265 XKIMO ST NW	MN	55303-5659	RAMSEY	BORCHERT JULIE	1 \$	183.00
253225430072	14245 SAINT FRANCIS BLVD NW	MN	55303-6133	RAMSEY	BSW PROPERTIES	1 \$	183.00
253225310011	14350 XKIMO ST NW	MN	55303-5638	RAMSEY	HOLIDAY COMPANIES	1 \$	183.00
253225430071	14245 SAINT FRANCIS BLVD #105	MN	55303	RAMSEY	VILLAGE BANK	1 \$	183.00
253225430067	14245 SAINT FRANCIS BLVD #101	MN	55303	RAMSEY	VILLAGE BANK	1 \$	183.00
253225430068	14245 SAINT FRANCIS BLVD #102	MN	55303	RAMSEY	LANIGAN PROPERTIES LLC	1 \$	183.00
253225430053	14281 XKIMO ST NW	MN	55303-5659	RAMSEY	FIELDSETH PAUL G & LEA D	1 \$	183.00
253225430055	14249 XKIMO ST NW	MN	55303-5659	RAMSEY	FELDMAN STEVEN	1 \$	183.00
253225430056	14233 XKIMO ST NW	MN	55303-5659	RAMSEY	SENIOR WAYNE A	1 \$	183.00
253225430065	19230 EVANS ST NW #115	MN	55330	ELK RIVER	RIVERS BEND HOLDINGS LLC	1 \$	183.00
253225430057	14217 XKIMO ST NW	MN	55303-5659	RAMSEY	ERICKSON NICHOLAS T	1 \$	183.00
253225430043	5195 142ND AVE NW	MN	55303-4699	RAMSEY	RAMSEY, CITY OF	1 \$	183.00
253225430058	14201 XKIMO ST NW	MN	55303-5659	RAMSEY	GAMAYUNOV VITALIY & ANNA	1 \$	183.00
253225430061	19230 EVANS ST #115	MN	55330	ELK RIVER	RIVERS BEND HOLDINGS LLC	0 \$	-
253225430070	14245 SAINT FRANCIS BLVD #104	MN	55303	RAMSEY	VILLAGE BANK	1 \$	183.00
253225430069	14245 SAINT FRANCIS BLVD #103	MN	55303	RAMSEY	VILLAGE BANK	1 \$	183.00
253225340128	19230 EVANS ST #115	MN	55330	ELK RIVER	PHOENIX ENTERPRISES LLC	1 \$	183.00
253225430060	19230 EVANS ST NW #115	MN	55330	ELK RIVER	RIVERS BEND HOLDINGS LLC	1 \$	183.00
25322543CIC		MN	55303	RAMSEY		0 \$	-
					TOTAL	17 \$	3,111.00



Map 11
157th Lane in Section 15
IP 11-05

Parcels
 Map11



0 120 240 Feet

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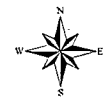
IMPROVEMENT PROJECT 11-05

<u>ANOKA COUNTY PID</u>	<u>PROPERTY ADDRESS</u>	<u>STATE</u>	<u>ZIP</u>	<u>CITY</u>	<u>PROPERTY OWNER</u>	<u>SHARE</u>	<u>EST. ASSESSMENT</u>
153225340011	6828 157TH LN NW	MN	55303-6941	RAMSEY	SPILDE ROBERT D & SONJA K	1	\$ 1,621.00
153225330003	6925 157TH LN NW	MN	55303-6940	RAMSEY	SERMON ROBERT C & KAREN L	1	\$ 1,621.00
153225340002	6950 157TH LN NW	MN	55303-6939	RAMSEY	WARD ADAM	1	\$ 1,621.00
153225340001	6975 157TH LN NW	MN	55303-6940	RAMSEY	DELUCA CORY M	1	\$ 1,621.00
153225340016	6901 157TH LN NW	MN	55303-6940	RAMSEY	BLASKA JAMES AND DANIELLE	1	\$ 1,621.00
153225340014	6801 157TH LN NW	MN	55303-6942	RAMSEY	MCKUSICK DALE F & BARBARA	1	\$ 1,621.00
153225430019	6740 157TH LN NW	MN	55303-6943	RAMSEY	WELINSKI BENET D	1	\$ 1,621.00
153225430015	6743 157TH LN NW	MN	55303-6944	RAMSEY	STEENERSON DAVID A & B L	1	\$ 1,621.00
153225340018	6914 157TH LN NW	MN	55303-6939	RAMSEY	DACON LAURA LEE	1	\$ 1,621.00
153225430017	6750 157TH LN NW	MN	55303-6943	RAMSEY	SMITH CARROLL M & JAN M	1	\$ 1,621.00
153225340015	6841 157TH LN NW	MN	55303-6942	RAMSEY	ARNOLD ROBERT J & MARY L	1	\$ 1,621.00
153225340017	6917 157TH LN NW	MN	55303-6940	RAMSEY	ERICKSON BRENT G & SUSAN D	1	\$ 1,621.00
153225330005	7040 157TH LN NW	MN	55303-6937	RAMSEY	LISK VIOLET M	1	\$ 1,621.00
153225330006	15739 RAMSEY BLVD NW	MN	55303-6952	RAMSEY	BROMEN JOHN M & CYNTHIA M	1	\$ 1,621.00
153225330007	7020 157TH LN NW	MN	55303-6937	RAMSEY	DISCHINGER BRIAN	1	\$ 1,621.00
153225330008	7000 157TH LN NW	MN	55303-6937	RAMSEY	NOREEN KEITH D & CHERYL J	1	\$ 1,621.00
153225430002	6741 157TH LN NW	MN	55303-6944	RAMSEY	DARGIS LEVI	1	\$ 1,621.00
					TOTAL	17	\$ 27,557.00



Map 12
Oak Run
IP 11-06

-  Parcels
-  Map12



0 100 200 Feet



A horizontal scale bar with markings for 0, 100, and 200 feet.

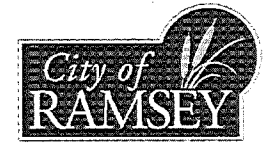
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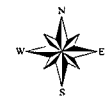
IMPROVEMENT PROJECT 11-06

<u>ANOKA COUNTY PID</u>	<u>PROPERTY ADDRESS</u>	<u>STATE</u>	<u>ZIP</u>	<u>CITY</u>	<u>PROPERTY OWNER</u>	<u>SHARE</u>	<u>EST. ASSESSMENT</u>
153225120019	16337 COQUINA ST NW	MN	55303-3769	RAMSEY	STEVENSON TIMOTHY	1	\$ 2,260.00
153225120016	16300 COQUINA ST NW	MN	55303-3770	RAMSEY	HAUCK SCOTT V & LEANN M	1	\$ 2,260.00
153225120018	16427 COQUINA ST NW	MN	55303-3767	RAMSEY	OLSON WARREN G	1	\$ 2,260.00
153225120020	16305 COQUINA ST NW	MN	55303-3769	RAMSEY	GERBER NATHAN	1	\$ 2,260.00
153225120013	16334 COQUINA ST NW	MN	55303-3770	RAMSEY	WEINHOLD STEVEN L & LAURA M	1	\$ 2,260.00
153225130024	16244 COQUINA ST NW	MN	55303-3759	RAMSEY	MASICA WILLIAM V & MILDRED G	1	\$ 2,260.00
153225120009	16324 COQUINA ST NW	MN	55303-3770	RAMSEY	EASTMAN ADAM L & REBECCA A	1	\$ 2,260.00
153225120017	16437 COQUINA ST NW	MN	55303-3767	RAMSEY	LAMBRES BRIAN P & PAULA JEAN	1	\$ 2,260.00
153225120010	16438 COQUINA ST NW	MN	55303-3768	RAMSEY	PAYEUR ERIK C B & MELANIE S	1	\$ 2,260.00
153225130023	16259 COQUINA ST NW	MN	55303-3771	RAMSEY	BRENT BENJAMIN	1	\$ 2,260.00
153225130003	16213 COQUINA ST NW	MN	55303-3771	RAMSEY	JURGENSEN GREGORY	1	\$ 2,260.00
153225130002	16208 COQUINA ST NW	MN	55303-3759	RAMSEY	SPITZLEY PAUL B	1	\$ 2,260.00
153225130022	4343 STATE HWY 25	MN	55313	BUFFALOR	ROOT DOROTHY D	1	\$ 2,260.00
153225120012	16358 COQUINA ST NW	MN	55303-3770	RAMSEY	KELLY BETH A	1	\$ 2,260.00
153225120011	16418 COQUINA ST NW	MN	55303-3768	RAMSEY	GRASKE THOMAS M & SUSAN D	1	\$ 2,260.00
					TOTAL	15	\$ 33,900.00



Map 14a
Stanhope River Hills
IP 11-06

Map 14
 Parcels



0 125 250 Feet

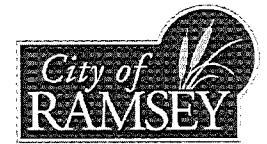
This map has been compiled using information gathered from various governmental offices and other sources and is to be used for reference purposes only. It is neither a legally recorded map nor a survey and is not intended for use as one. The Geographic Information System (GIS) data used to develop this map is not warranted by the City as being error-free.

The City does not represent that the GIS data can be used for exact measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact (612) 427-5450.

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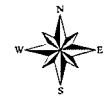
IMPROVEMENT PROJECT 11-06

<u>ANOKA COUNTY PID</u>	<u>PROPERTY ADDRESS</u>	<u>STATE</u>	<u>ZIP</u>	<u>CITY</u>	<u>PROPERTY OWNER</u>	<u>SHARE</u>	<u>EST. ASSESSMENT</u>
193224220006	4771 JUNIPER RIDGE CIR NW	MN	55303-4284	RAMSEY	NAHRING TRUSTEE MARIANNE & NAHRING TRUSTEE NORMAN	1	\$ 2,260.00
193224220007	12085 COTTONWOOD ST	MN	55448	COON RA	MILLER JOHNNY	1	\$ 2,260.00
193224220009	4760 JUNIPER RIDGE CIR NW	MN	55303-4280	RAMSEY	BERNING PAUL R & KIM M	1	\$ 2,260.00
193224220008	4720 JUNIPER RIDGE CIR NW	MN	55303-4280	RAMSEY	ERICKSON SCOTT S & MARY K	1	\$ 2,260.00
193224220012	4720 155TH LN NW	MN	55303-4285	RAMSEY	HANOVER RICHARD P	1	\$ 2,260.00
193224220013	4760 155TH LN NW	MN	55303-4285	RAMSEY	FRANZMAN BRADLEY C & SANDRA	1	\$ 2,260.00
193224230009	4721 153RD LN NW	MN	55303-4288	RAMSEY	PARKER MICHAEL D & KAREN M	1	\$ 2,260.00
193224230010	4681 153RD LN NW	MN	55303-4288	RAMSEY	BALDUS JOSEPH & CAROLYN R	1	\$ 2,260.00
193224220015	4721 155TH LANE NW	MN	55303	RAMSEY	BRENNY LEONARD T & JANET	1	\$ 2,260.00
193224230006	4740 154TH LN NW	MN	55303-4286	RAMSEY	ERHART WILLIAM A & ELIZABETH M	1	\$ 2,260.00
193224230004	4781 154TH LN NW	MN	55303-4286	RAMSEY	LIND CRAIG	1	\$ 2,260.00
193224230012	4760 153RD LN NW	MN	55303-4287	RAMSEY	HUSER GARY L	1	\$ 2,260.00
193224230013	4720 153RD LN NW	MN	55303-4287	RAMSEY	EISINGER KELLY	1	\$ 2,260.00
193224230007	4780 154TH LN NW	MN	55303-4286	RAMSEY	BROWN KELLY	1	\$ 2,260.00
193224230008	4761 153RD LN NW	MN	55303-4288	RAMSEY	ALPER RICHARD E & GRETCHEN S	1	\$ 2,260.00
193224230005	4741 154TH LN NW	MN	55303-4286	RAMSEY	KOCH JAMES R & KATHLEEN M	1	\$ 2,260.00
193224230011	15321 ONEIDA ST NW	MN	55303-4289	RAMSEY	ERICKSON CHARLES B & KARLA J	1	\$ 2,260.00
193224220014	4721 155TH LN NW	MN	55303-4285	RAMSEY	BRENNY LEONARD T & JANET	1	\$ 2,260.00
					TOTAL	18	\$ 40,680.00



Map 14b
Oakridge Estates
IP 11-06

Map14b
Parcels



0 65 130 Feet

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IMPROVEMENT PROJECT 11-06

<u>ANOKA COUNTY PID</u>	<u>PROPERTY ADDRESS</u>	<u>STATE</u>	<u>ZIP</u>	<u>CITY</u>	<u>OWNER</u>	<u>SHARE</u>	<u>EST. ASSESSMENT</u>
083225340001	8401 166TH CIR NW	MN	55303-3459	RAMSEY	DE MARS MICHAEL A & PENNY J	1	\$ 2,260.00
083225340004	8450 166TH CIR NW	MN	55303-3460	RAMSEY	BIRK CANDACE	1	\$ 2,260.00
083225340006	16501 MARMOSET ST NW	MN	55303-3415	RAMSEY	DVORAK SUZANNE	1	\$ 2,260.00
083225340005	8400 166TH CIR NW	MN	55303-3460	RAMSEY	HEDBERG TIMOTHY A & JUDITH A	1	\$ 2,260.00
083225340002	8425 166TH CIR NW	MN	55303-3459	RAMSEY	STROMBERG BONNIE	1	\$ 2,260.00
083225340003	8451 166TH CIR NW	MN	55303-3459	RAMSEY	JACOB KAREN M	1	\$ 2,260.00
					TOTAL	6	\$ 13,560.00

Date: 04/12/2011**By:** Tim Himmer
Engineering/Public Works

Information**Title:**

Consider authorization to bid City project #11-21; the signalization of Armstrong and Bunker Lake Boulevards

Background:

As part of the COR Regional Roadway Improvements associated with the Joint Powers Agreement (JPA) with Anoka County, the City was required to be the lead agency for the reconstruction of Armstrong Boulevard, similar to the already completed Ramsey and Sunfish Lake Boulevards, from TH 10 to the north. The Armstrong Boulevard improvements were scheduled for construction in 2009; however during the plan approval process in 2008 Council directed staff to investigate the option of constructing an overpass instead of the proposed interim improvements. On March 10, 2009 the City Council approved a revision to the JPA with Anoka County, and City and County staff began studying the options for an Armstrong Boulevard interchange over the BNSF tracks and TH 10.

The County requested as part of the JPA revision that the City continue to move forward with planned improvements at the Armstrong Boulevard and Bunker Lake Boulevard intersection as a 2010 construction project, which would include the installation of traffic signals, turn lanes and concrete medians. Council authorized the acquisition of properties associated with this project on January 12, 2010. Due to the unknown location of the TH 10 interchange, and its effects on the existing Armstrong Boulevard alignment, the signalization of the Bunker Lake and Armstrong Boulevard intersection was delayed. Now that it has been determined that the existing intersection will remain in its current location this project can now be initiated.

In the fall of 2010 staff began reviewing the Legacy Christian Academy (LCA) development proposal for a pre-K through 12 school project to be located west of Armstrong Boulevard on a roadway extension of Bunker Lake Boulevard. On September 23, 2010 a petition was received requesting utility and roadway improvements to serve this project. The petition was accepted by the City Council on October 12, 2010, and Bolton & Menk was awarded a contract to undertake the preparation of the feasibility study.

The feasibility study for the LCA improvements was accepted by the Council on November 9, 2010, and the public hearing was held on December 14, 2010. The direction of Council at that time was to approve the feasibility study and undertake the 429 assessment process to design and construct the required LCA development improvements in conjunction with the Armstrong/Bunker signal project. The Council directed LCA improvements included the extension of sanitary sewer and watermain, the westerly extension of Bunker Lake Boulevard to Puma Street (as a reduced/temporary section) with storm sewer and a bituminous trail, a paved Puma Street with a bituminous trail, and a bituminous trail along Armstrong Boulevard from Bunker Lake Boulevard to Alpine Drive.

A majority of the project costs from the feasibility study will be special assessed to the benefited properties within the ALPHA DEVELOPMENT subdivision, of which LCA is Lot 1, Block 1. In addition to the required Regional Roadway Improvements for the COR (intersection signalization), some of the items identified in the feasibility study will be paid by the City; specifically any extra utility costs that will serve the larger service area to the north and west of the development (to be paid utilizing the appropriate utility funds), and a trail along the west side of Armstrong Boulevard from Bunker to Alpine.

Observations:

The entire plan set, including the required LCA improvements from the feasibility study and the intersection signalization work, were forwarded to MnDOT and other reviewing entities for comments on March 14, 2011. We anticipate receiving those comments within a week or two, and then the appropriate revisions can be made prior to advertising and soliciting bids. It is intended that bids will be opened in mid-May and then the LCA development contract and assessment agreement can be finalized and approved by Council. Once the appropriate documents are executed and recorded the City can then award a contract for construction activities, which is anticipated to take place on May 31, 2011.

Recommendation:

Staff recommends approval from the City Council to authorize the solicitation of bids for City project #11-21. Once bids are received we will be able to finalize negotiations with LCA on the development and assessment agreements prior to coming back to the Council for authorization to award a contract.

Funding Source:

Implementation of the intersection signalization project is part of the COR Regional Roadway Improvements and was included in the CIP with GO Bonding identified as the funding source; these improvements are now expected to be funded by MSA revenue bonds and the appropriate City utility funds. The required LCA development improvements are to be funded with special assessment bonds and charged back to the benefiting properties. The cost of the construction work has been estimated at \$3.8 million, with approximately \$1.8 million being paid via assessments to the LCA property and the remaining amount being paid by City utility funds and MSA revenue bonds.

Council Action:

Motion to authorize the solicitation of bids for City project #11-21.

Attachments

Project overview map

Form Review

Inbox

Brian Olson

Kurt Ulrich

Form Started By: Tim Himmer

Final Approval Date: 04/07/2011

Reviewed By

Brian Olson

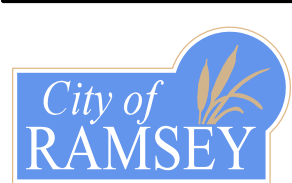
Kurt Ulrich

Date

04/06/2011 02:02 PM

04/07/2011 03:18 PM

Started On: 04/04/2011 02:16 PM



Armstrong Blvd / Bunker Lake Blvd Intersection

City of Ramsey, Minnesota

CC Regular Session**Item #: 7. 2.****Date: 04/12/2011****By:** Jo Thieling
Administrative Services

Information**Title:**

Approve Anoka County Connectivity Services Agreement for Broadband Services

Background:

This agreement was last presented to the City Council at their regular meeting of March 22, 2011. Since that date, the County Attorney and various city attorneys have reviewed it and are recommending additional amendments. IT Manager Dean Busch is unable to be present at this Council meeting to discuss this; however, City Attorney Goodrich is prepared to advise the City Council of these amendments.

Funding Source:

N/A

Council Action:

Motion to approve the agreement with the noted amendments.

Attachments**Connectivity Services Agreement****Form Review****Inbox**

Kurt Ulrich

Form Started By: Jo Thieling

Final Approval Date: 04/07/2011

Reviewed By

Kurt Ulrich

Date

04/07/2011 03:25 PM

Started On: 04/06/2011 03:26 PM

**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~~ the construction of the ZAYO System

in order to encourage the continued deployment and availability of advanced and reliable telecommunications capabilities in Anoka County and access to such capabilities at affordable rates.

NOW, THEREFORE, the parties hereto agree as follows:

I. DEFINITIONS

~~That the~~The parties agree to 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 located 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. to the co-location sites. (See specific identified rights for this Community Anchor institution in attachment I).

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 [in the commercial markets](#).

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~~ [ZAYO only pursuant to Minnesota Statutes Chapter 237 and local ordinances](#) for the purpose of building the Fiber Optic network to the point of demarcation.

C. Nothing in this agreement affects or limits Entity's cable franchising authority or other authority to manage and regulate ZAYO's use of public rights of way.

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 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~~[10gbps](#) on the core ring and ~~1GB~~[1gbps](#) 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). At the request of the entity, ZAYO will remove equipment from individual terminated co-location sites within a mutually agreed time not to exceed 180 days. Upon termination of Entity's connectivity service from a co-location site, without terminating this entire agreement, ZAYO, at the request of the entity, shall remove its equipment from said co-location site within a mutually agreed time not to exceed 180 days and any underlying rights for that co-location site shall terminate with the removal without further action or notice by any party. 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 [in entirety](#) 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.

[Termination of an Entity's connectivity service, and obligation to pay therefore, may be terminated on sixty \(60\) days written notice, as provided for in this agreement.](#)

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)

[Attachment I: Identification of Underlying Rights.](#)

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

Attachment H: Master Fiber IRU by and between ZAYO BANDWIDTH, LLC and Anoka County, Minnesota dated August 17, 2010 (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.~~ do hereby authorize the adoption of this agreement and do set their hands.
th

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

Attachment D: Building Access Contact Information

Attachment E: Service Order Form

Attachment F: Frequently Asked Questions (FAQ)

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

[Attachment I: Identification of Underlying Rights.](#)

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

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 IS at address provided in the Notices Section.

Attachment I
Identification of Underlying Rights
For Co-location sites

1. Entity: _____

Co-Location Site #1: _____

Type of Underlying Right given: _____

Co-Location Site #2: _____

Type of Underlying Right given: _____

Co-Location Site #3: _____

Type of Underlying Right given: _____

Co-Location Site #4: _____

Type of Underlying Right given: _____

Co-Location Site #5: _____

Type of Underlying Right given: _____

Co-Location Site #6: _____

Type of Underlying Right given: _____

Co-Location Site #7: _____

Type of Underlying Right given: _____

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Date: 04/12/2011

By: Tim Gladhill
Community Development

Information

Title:

Adopt 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.

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.

The ordinance was introduced on March 22, 2011 and is now eligible for adoption.

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 and were not part of the motion to introduce the ordinance.

Funding Source:

All costs associated with the amendment are being handled as regular staff duties.

Council Action:

Motion to waive the City Charter requirement to read the ordinance aloud

-AND-

Adopt the ordinance to amend section 117-90 "Map" of Chapter 117 of the Ramsey City Code related to the 2030 Comprehensive Plan.

Roll call vote: Councilmember Tossey
 Councilmember Elvig
 Councilmember Jeffrey
 Councilmember Backous
 Councilmember Wise
 Councilmember McGlone
 Mayor Ramsey

Attachments

Proposed Zoning Map

Proposed Ordinance

Form Review

Inbox

Aaron Backman

Kurt Ulrich

Form Started By: Tim Gladhill

Final Approval Date: 04/07/2011

Reviewed By

Aaron Backman

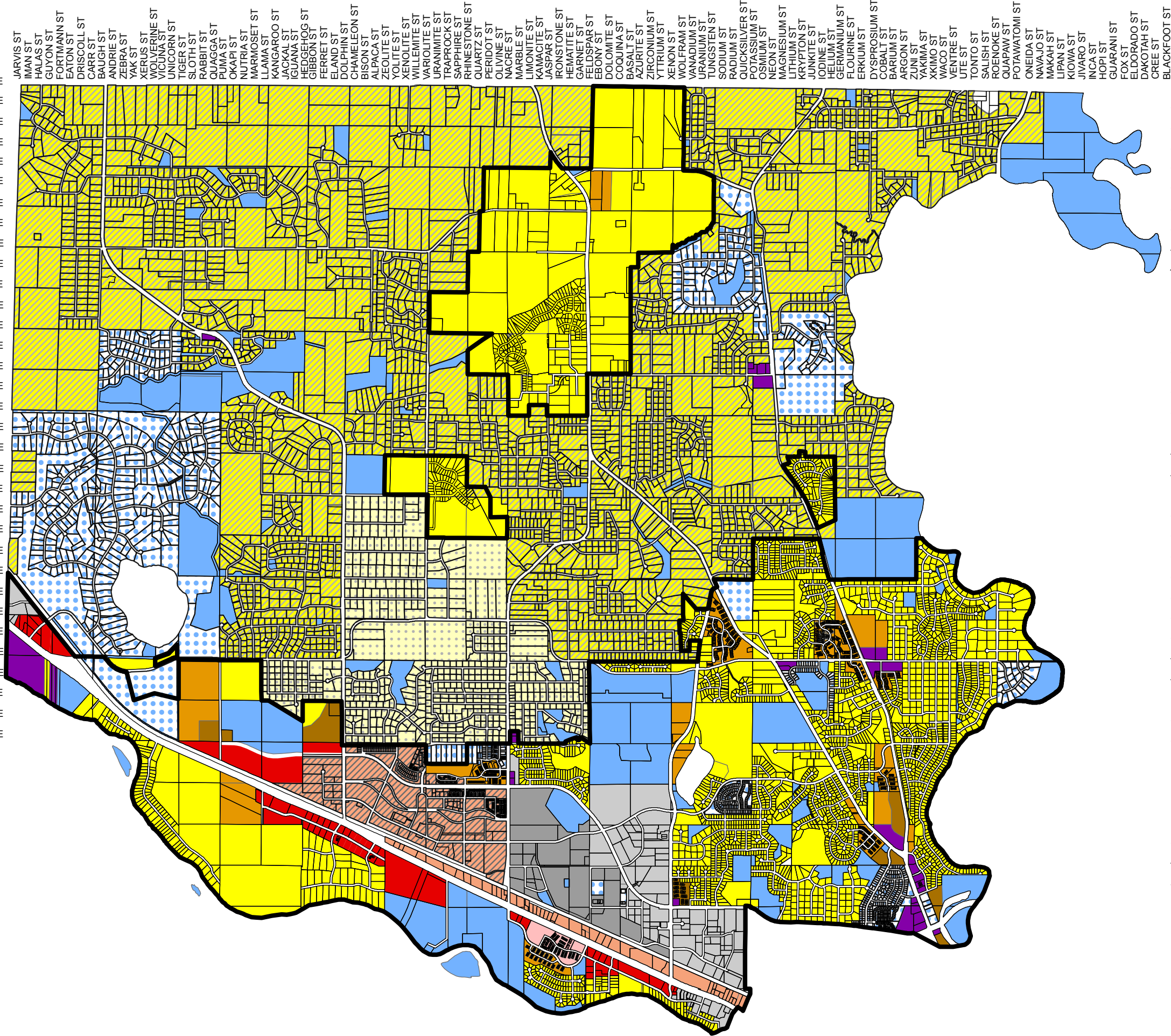
Kurt Ulrich

Date

04/06/2011 08:47 AM

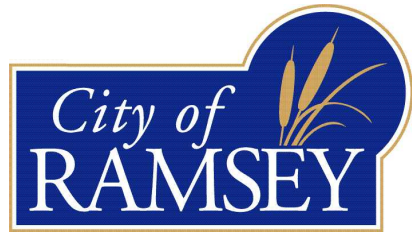
04/07/2011 02:15 PM

Started On: 03/31/2011 01:04 PM



JARVIS ST
MAN ST
HALAS ST
GUYON ST
FORTMANN ST
EATON ST
DRISCOLL ST
CARR ST
BAUGH ST
ANDRIE ST
ZEBRA ST
YAK ST
XERUS ST
WOLVERINE ST
VICUNA ST
UNICORN ST
TIGER ST
SLOTH ST
RABBIT ST
QUAGGA ST
PUMA ST
OKAPI ST
NUTRIA ST
MARMOSSET ST
LLAMA ST
KANGAROO ST
JACKAL ST
GUANA ST
HEDGEHOG ST
GIBBON ST
FERRET ST
ELAND ST
DOLPHIN ST
CHAMELEON ST
BISON ST
ALPACA ST
ZEOLITE ST
YOLITE ST
XENOLITE ST
WILLEMITE ST
VAROLITE ST
URANITE ST
TRAPROCK ST
SAPPHIRE ST
RHINESTONE ST
QUARTZ ST
PERIDOT ST
OLIVINE ST
NACRE ST
MARBLE ST
LIMONITE ST
KAMACITE ST
JASPAR ST
IRONSTONE ST
HEMATITE ST
GARNET ST
FELDSPAR ST
EBONY ST
DOLOMITE ST
COQUINA ST
BASALT ST
AZURITE ST
ZIRCONIUM ST
YTTRIUM ST
XENON ST
WOLFRAM ST
VANADIUM ST
URANIUM ST
TUNGSTEN ST
SODIUM ST
RADIUM ST
QUICKSILVER ST
POTASSIUM ST
OSMIUM ST
NEON ST
MAGNESIUM ST
LITHIUM ST
KRYPTON ST
JUNKITE ST
IODINE ST
HELIUM ST
GERMANIUM ST
FLOURINE ST
ERKNIUM ST
DYSPROSIUM ST
COBALT ST
BARIUM ST
ARGON ST
ZUNI ST
YAKIMA ST
XKIMO ST
WACO ST
VENTRE ST
UTE ST
TONTOST
SALISH ST
ROENKE ST
QUAPAW ST
POTAWATOMI ST
ONEIDA ST
NAVAJO ST
NAKAH ST
LIPAN ST
KIOWA ST
JIVARO ST
INCA ST
HOPI ST
GUARANI ST
FOX ST
ELDORADO ST
DAKOTAH ST
CREE ST
BLACKFOOT ST

181ST AVE
180TH AVE
179TH AVE
178TH AVE
177TH AVE
176TH AVE
175TH AVE
174TH AVE
173RD AVE
172ND AVE
171ST AVE
170TH AVE
169TH AVE
168TH AVE
167TH AVE
166TH AVE
165TH AVE
164TH AVE
163RD AVE
162ND AVE
161ST AVE
160TH AVE
159TH AVE
158TH AVE
157TH AVE
156TH AVE
155TH AVE
154TH AVE
153RD AVE
152ND AVE
151ST AVE
150TH AVE
149TH AVE



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



0 0.5 1 Miles

This map has been compiled using information gathered from various governmental offices and other sources and is to be used for reference purposes only. It is neither a legally recorded map nor a survey and is not intended for use as one. The Geographic Information System (GIS) data used to develop this map is not warranted by the City as being error-free.

The City does not represent that the GIS data can be used for exact measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact (763) 427-1410.

The City of Ramsey disclaims any responsibility for or liability for the accuracy of the information at any point of initial contact with a GIS to which the public has general access. The preceding disclaimer is provided pursuant to Minnesota Statute 466.03, Subd. 21 (2000), and the user of this map acknowledges that the City of Ramsey is immune from any and all claims brought by User, its employees or agents, or third parties with access to the user's access of the data.

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
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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	
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033225430004	
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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: 04/12/2011

By: Tim Gladhill
Community Development

Information

Title:

Adopt Ordinance to Amend City Subdivision Code Related to Financial Sureties for Required Improvements

Background:

The City has been asked by a developer to explore opportunities for other forms of surety to ensure that required improvements as defined in City Code are completed in a timely manner consistent with approved plans. Currently, the City's Subdivision Ordinance requires a cash surety or letter of credit in the amount of 125% the cost of required improvements. For projects petitioned under the Minnesota Statute Chapter 429 process, City Code requires a financial guarantee of 20% the cost of the project over the life of the assessment.

Notification:

No notification is required for amendments to City Code Chapter 117 Article II entitled "Subdivisions". City Code Chapter 117 Article II (Subdivisions) and Minnesota Statute Section 462.358 (Subdivision of Land; Dedication) do not require public hearings for amendments to said Article II.

Observations:

Cash sureties or letters of credit are common tools for municipalities to ensure timely completion of required improvements related to approved plats and is a power afforded to cities under Minnesota Statute Section 462.358. This ensures, in the event of default of the developer, that the City has adequate financial resources to complete these necessary public improvements.

The City has been asked to explore alternative ways to provide security that required improvements are completed. One such method suggested was to agree to hold the building code required Certificate of Occupancy until required improvements are completed. Under this scenario, a building would not be occupied until the required improvements were completed. The City could then collect a financial surety in the amount of 125% of the remaining/uncompleted required improvements if a Certificate of Occupancy is issued. It should be noted that the Certificate of Occupancy is legally tied to only the building code and extends only ten (10) feet beyond the foundation of the building. The Building Official has stated this scenario would only be viable if the developer agreed to withhold the Certificate of Occupancy within the Development Agreement/Contract, which would be recorded against the property. This way, the City has a legal avenue to withhold the Certificate of Occupancy for activities not ordinarily part of the Certificate of Occupancy. City Staff's only concern with this scenario is in the event of developer default once a Building Permit has been issued but before a Certificate of Occupancy is issued.

This may be a tool to spur economic development; however the City should take care to ensure that the City is protected in the event of developer default. The City has had to, on occasion, call on these financial sureties even after construction has commenced and certificate of occupancies have been issued within project. The City needs to ensure that the City will not end up being responsible for completing required public improvements without a financial surety to pay for these improvements.

Staff researched a sample of metro cities (Edina, Maple Grove, and Minnetonka) with significant experience dealing with financial sureties. Each of these three communities, based on Staff's interpretation of these codes, required a financial surety of at least the amount of the required improvements until such time the improvements were completed. Staff will be prepared to illustrate impacts to pending developments in the City with different alternative surety scenarios at the meeting. There is a further concern that without the financial surety the developer of the project may may not require a Certificate of Occupancy for awhile, dragging out the project. This could impact the completion of the City's required improvements, such as roadways and utility trunk systems, that may impact the timing of development for adjacent properties.

The ordinance was introduced by the City Council on April 5, 2011. The proposed ordinance was scheduled for review by the Planning Commission on April 7th. The Planning Commission recommendation was not available at time of this agenda. Staff will provide an update at the meeting of the Planning Commission recommendation.

Recommendation:

Based on Planning Commission review on April 7, 2011.

Funding Source:

The ordinance is being processed as part of regular staff duties.

Council Action:

Motion to waive the City Charter requirement to read the ordinance aloud

-AND-

Adopt/not adopt the ordinance amending the City's subdivision ordinance related to financial sureties.

Roll Call Vote:

Councilmember Elvig
Councilmember McGlone
Councilmember Wise
Councilmember Backous
Councilmember Tossey
Councilmember Jeffrey
Mayor Ramsey

Attachments

League of Minnesota Cities Subdivision Guide

Proposed Ordinance

Form Review

Inbox

Kurt Ulrich

Form Started By: Tim Gladhill

Final Approval Date: 04/07/2011

Reviewed By

Kurt Ulrich

Date

04/07/2011 02:24 PM

Started On: 04/01/2011 09:31 AM



Subdivision Guide for Cities

430c1

July 2010

145 UNIVERSITY AVE. WEST
ST. PAUL, MN 55103-2044

PHONE: (651) 281-1200
TOLL FREE: (800) 925-1122
FAX: (651) 281-1299
WEB: WWW.LMC.ORG

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I. Introduction

This memo discusses the framework of municipal subdivision regulation. It provides guidance on subdivision ordinance drafting, adoption, administration, and enforcement.

A. The purpose of subdivision regulations

Minn. Stat. § 462.358
subd. 1a, 2a

Cities may regulate the subdivision of land through a subdivision ordinance. Developers who seek to subdivide larger tracts of land into smaller parcels for development and/or sale must follow the city's subdivision ordinance. Subdivision regulations specify the standards of the city related to size, location, grading, and improvement of:

Minn. Stat. § 462.358
subd. 2a

- Lots
- Structures
- Public areas, trails, walkways, and parks
- Streets and street lighting
- Installations necessary for water, sewer, electricity, gas, and other utilities.

Subdivision regulations allow cities to ensure that a new development or redevelopment meets the standards of the city for a safe, functional and enjoyable community. Importantly, subdivision regulations can help the city preserve and protect vital natural resources.

1. Ensuring safe and functional communities

Subdivision standards keep communities safe and functional in a number of ways. Some typical examples include:

- Preventing the flooding of basements by requiring the subdivider to grade appropriately for the subdivision and install curbs, gutters, and stormwater facilities.
- Preventing car accidents by requiring the subdivider to provide for streets of an appropriate width and design for expected levels of traffic circulation.
- Keeping pedestrians safe by requiring the installation of sidewalks, street lights, and trails.
- Preventing cracked foundations, soil erosion and soil loss, and washed-out streets by requiring the developer to perform soil suitability tests.

2. Ensuring enjoyable and livable communities

Subdivision standards keep communities enjoyable and livable in a number of ways. Some typical examples include:

- Requiring lots to be a suitable size for the houses built upon them and for the provision of yards and side yards that avoid crowding and afford privacy.
- Requiring that streets and facilities in new areas harmonize with and complement existing features.
- Requiring the subdivider to provide parks, trails, and other public places for the enjoyment of residents.
- Requiring the subdivider to meet design standards that create a harmonious and aesthetically pleasing subdivision.

3. Preserve and protect vital natural resources.

Subdivision standards help the city preserve and protect vital natural resources. Some typical examples include:

- Requiring the preservation of trees, woodlands, and significant vegetation during the time of construction, and replanting after construction.
- Setting standards for the location, size, and sealing of wells, septic tanks water and/or sewer systems to avoid pollution problems.
- Preserving and encouraging green and open space by setting standards for lot layout, such as requiring cluster developments.
- Requiring preservation of important wetlands during the grading and construction process.
- Requiring erosion and sediment control during construction, and regulating grading of the development to minimize the potential for soil loss

For each development built within a city on bare ground there are many possibilities for how the end product will look and interact with the surrounding city environs. A 20-acre development can be subdivided a myriad of ways—to feature tightly clustered town homes surrounded by open space; 20 houses on one-acre lots on a straight grid pattern; or a middle ground of 10 houses, featuring cul-de-sacs and a shared park. Street patterns within the same 20 acres may also vary greatly, providing for cul-de-sacs and winding lanes, or broad heavy volume streets connected by feeder streets and alleys.

[Sample Lot Layouts](#)

If a city does not adopt subdivision regulations, the city's authority to control the development of the community is limited at best. Without city subdivision regulations, developers do not have any constraints on the subdivision of land and location of streets and utilities in their developments. In these situations, developers may be tempted to maximize their potential profits at the expense of quality. For example, they may do this by creating too many small lots for sale, developing streets that are cheaper but too narrow and unsafe, and even building homes on inappropriate soils where flooding or erosion may occur.

When there are problems with a completed development, there is a potential that the city will need to step in and correct issues that affect the health, safety, and welfare of residents. When a city must repair or replace streets, infrastructure, and utility lines, these costs are often passed along to homeowners through special assessments, potentially creating financial hardship for the homeowners in the subdivision.

It is important to note, however, that state law does not require cities outside the metropolitan area to adopt subdivision regulations. Metropolitan cities, which includes all cities in the counties of Anoka, Dakota (excluding the city of Northfield), Hennepin (excluding the cities of Hanover and Rockford), Ramsey, Scott (excluding the city of New Prague), and Washington, must adopt subdivision regulations under the Metropolitan Land Planning Act.

Minn. Stat. §462.358
subd 10

Minn. Stat. §§
473.121 subd 2
473.865; 473.859
subd 4

See Section II-C-2
*Metropolitan Council
requirements and
Metropolitan
Planning Act*, for
more information on
the Metropolitan Land
Planning Act.

B. Applicability of city subdivision regulations

Generally city subdivision regulations will apply to **most** land divisions a city encounters. The subdivision regulations generally govern all separations of "areas, parcels, or tracts of land" under single ownership into two or more "parcels, tracts, or lots." The subdivision regulations may even apply to long-term leasehold interests, when the lease agreement necessitates the creation of streets or alleys for residential, commercial, industrial, or mixed use.

1. Certain types of subdivisions exempted by state statute

A few divisions of land are **not** subject to a city's subdivision authority. The following are excepted under state statute:

- Separations where all the resulting parcels, tracts, lots, or interests will be 20 acres or larger in size and 500 feet in width for residential uses.

Minn. Stat. § 462.352
subd. 12 (1)

Minn. Stat. § 462.352
subd. 12 (2)

Minn. Stat. § 462.352
subd. 12 (3)

Minn. Stat. § 462.352
subd. 12

- Separations where all the resulting parcels, tracts, lots, or interests will be five acres or larger in size for commercial and industrial uses.
- Cemetery lots.
- Court ordered divisions or adjustments.
- Lot consolidation, since subdivision refers only to separation of land.

A developer may still choose to submit these types of divisions to the city's regulatory subdivision process. However, it appears cities are without authority to require them do so. As a result, the city attorney should be consulted on these applications.

2. Extra-territorial application

Minn. Stat. § 462.358
1a; A.G. Op. 59A-32,
(Nov. 4, 1977); A.G.
Op. 59a-32, (Dec. 1,
1972.)

When neighboring towns have not adopted their own subdivision regulations, a city can extend the application of its subdivision regulations to unincorporated territory located within two miles of its limits in any direction. These regulations would supersede any county subdivision regulations. A city cannot extend its subdivision regulations into a neighboring incorporated city, whether or not the neighboring city has adopted subdivision regulations. When two cities that do not share a common border have boundaries less than four miles apart, each city is authorized to control the subdivision of land an equal distance from its boundaries within this area. The city must pass a resolution if it opts to extend the application of its subdivision regulations.

Minn. Stat. §462.36
subd 3

When a city opts to extend its subdivision regulations beyond its borders, the city must file copies of all resolutions approving subdivisions in the extra-territorial area with the clerk of the affected town.

C. Interactions with and differences from the city's zoning ordinance

LMC information
memo, *Planning
Commission Guide*

LMC information
memo, *Zoning Guide
for Cities*

See Section II-C-2
*Metropolitan Council
requirements and the
Metropolitan Land
Planning Act* for
more information on
the Metropolitan Land
Planning Act

Much like a zoning ordinance, a city subdivision ordinance can be a powerful tool to help cities implement their comprehensive plan. Subdivision ordinances may cover similar topics and are often confused with zoning regulations. However, there are important differences between zoning regulation and subdivision regulation. Ideally, a city will have both in place, though this is not required by state statute for cities outside of the metropolitan area.

Subdivision and zoning ordinances are similar in that they seek to regulate private use of land. Zoning regulations and subdivision regulations may both impose regulations as to lot size, location and improvements. Subdivision is different from the more familiar zoning in that it:

- Typically regulates projects that are larger in scope, contemplating eventual multiple owners of the newly created lots.
- Generally is imposed at the initial development phase of a project, whereas zoning is applicable through the development phase of a subdivision and through the life of the completed subdivision.

II. Drafting a subdivision ordinance

Minn. Stat. §§
462.351 to 462.365.

Subdivision regulations can only be imposed by a local ordinance adopted in accordance with the Municipal Planning Act.

A. Appropriations and expenditures

Minn. Stat. § 462.353
subd 3

Cities may use any funds not dedicated by law to other purposes for funding the drafting of a subdivision ordinance. Cities may accept grants and gifts to finance planning and land use activities and may contract with federal and state agencies or other public and private agencies for drafting assistance.

B. Typical subdivision ordinance provisions and concepts

Subdivision regulations vary widely from city to city, depending on the development goals and plans of the city. For example, one city may value preservation of agricultural space, while another city values the creation of affordable housing. One city may prefer “cluster” developments, while another prefers large single-owner, one-acre lots. These different values will be reflected in the subdivision regulations the city develops. Despite this, subdivision ordinances have many commonalities related to structure and form. This section discusses some common features of subdivision ordinances.

1. Definitions

[Sample Definitions Ordinance \(Minnetonka\)](#)
[Sample illustrated definition](#)

See LMC information memo, [Zoning Guide for Cities](#) for more information on definitions in ordinance drafting.

A definition section is essential to any subdivision ordinance. Terms and concepts that may be reasonably subject to more than one interpretation should be explicitly defined in this section. Graphics may also be included to further clarify difficult concepts.

2. Reimbursement for city review costs

[Minn. Stat. § 462.358 subd 2a; Minn. Stat. § 462.353 subd 4](#)

See Section IV-A-2-b *Reimbursement for city review costs* for more information on reimbursement of costs

City review of a proposed subdivision application may involve significant staff time as well as consulting services of planners, attorneys, engineers, and other professionals. Cities are authorized to seek reimbursement for the city's costs for review, approval, and inspection of a project.

3. Preliminary/final plat approval process

[Minn. Stat. § 462.358 subd 3b](#)

See Section IV *Subdivision ordinance administration*.

[Sample Preliminary Plat Approval Process Ordinance Excerpt](#)

[Sample Final Plat Approval Process Ordinance Excerpt](#)

Cities must establish a process for review of subdivision applications in the ordinance. Most cities have a two-part process involving preliminary approval and final approval. However, state law does permit cities to combine these two approval processes.

4. Platting

[Minn. Stat. § 462.358 subd 3a; Minn. Stat. § 505.01 subd 3\(f\)](#)

See Section IV- I *Platting requirements*.

A plat is a scale drawing of one or more parcels of land that shows the location and boundaries of the parcels' lots, blocks, parks, road, and other significant features. Cities may require that all subdivision of land be platted and must require the platting of larger subdivisions.

5. Variances

[Minn. Stat. § 462.358 subd 6](#)

[Sample Variance Ordinance Excerpt](#)

See Section IV-G
Variances

Similar to zoning, cities may issue variances from their subdivision ordinance. Cities may issue variances where an unusual hardship related to the land exists. If a city wishes to allow variances, the process and criteria must be established in the local ordinance. State statute does not set a standard for issuing variances.

6. Design guidelines

[Sample Design Guidelines Ordinance Excerpt](#)

Design guidelines in a subdivision ordinance allow a city to set community standards for issues such as street lighting, street design and width, drainage, and lot sizes and arrangement.

7. Land dedication

[Minn. Stat. §462.358 subd 2b \(a\)](#)

See Section VI *Land dedication for public facilities*

[Sample land dedication language](#)

Cities may by ordinance require that developers dedicate a reasonable portion of land within the development to public use for such things as streets, utilities, drainage, and parks and recreational facilities.

a. Park dedication fees

[Minn. Stat. §462.358 subd 2b\(c\)](#)

See Section VI-A
Cash fees in lieu of land dedication

[Sample park dedication language](#)

In lieu of dedication of land for park, recreational, and open space purposes, cities may require developers to pay to the city cash fees. The city must use the cash fees only to acquire recreational, park, or open space land off-site from the development. The fees cannot be used for ongoing maintenance.

8. Required improvements and development agreements

[Minn. Stat. § 462.358 subd 2a](#)

For more information on improvements see Section V *Public improvement requirements*

For more information on development agreements see Section V-B *Development agreements*.

Cities may condition approval of a subdivision upon the developer's agreement to construct and provide needed public improvements such as streets, utilities, and similar improvements. This agreement should be formalized in a written development agreement.

9. Environmental concerns and natural resource protection

[Sample environmental preservation ordinance](#)

Many cities utilize their subdivision ordinance to preserve trees, soils, wetlands, and other natural features during the development process. Where development requires the removal of natural features, cities may require replacement or other mitigation.

10. Minor subdivisions

[Minn. Stat. § 462.358 subd 3b; Minn. Stat. § 505.03 subd 1](#)

[Sample ordinance and forms for minor subdivisions](#)

See Section IV-H
Minor subdivisions.

State statute allows cities to adopt ordinance provisions that consolidate the preliminary and final plat approval process. Sometimes this is referred to as a “minor subdivision.” State statute also allows cities to approve subdivisions without requiring the expense of a formal plat, in instances where the subdivision of land results in less than five lots that are more than 2 ½ acres in size. This is also sometimes called a “minor subdivision.” Cities may opt to do one or both in their ordinance.

C. Legal standards in drafting subdivision ordinances

City subdivision ordinances may differ greatly from city to city to reflect the concerns and development goals of the city. However, all city subdivision ordinances must conform to legal standards in state and federal statute. In addition, cities’ ordinances must be consistent with state and federal court rulings.

1. Municipal Planning Act

[Minn. Stat. §§ 462.351 to 462.365.](#)

Hubbard Broadcasting, Inc. v. City of Afton, 323 N.W.2d 757, (Minn. 1982; *DI MA Corp. v. City of St. Cloud*, 562 N.W.2d 312 (Minn. Ct. App. 1997.)
Nordmarken v. City of Richfield, 641 N.W.2d 343 (Minn. Ct. App. 2002); *Northshore Experience, Inc. v. City of Duluth, MN*, 442 F.Supp.2d 713 (D.Minn.,2006)
Costley v. Caromin House, Inc., 313 N.W.2d 21 (Minn. 1981; *A.G. Op. 59-A-32* (Jan. 25, 2002) .

All city subdivision authority is granted to cities by and subject to the Municipal Planning Act found at Minn. Stat. ch. 462. Ordinances may vary from city to city, but all must comply with both the substantive and procedural requirements contained in the Municipal Planning Act. In addition, cities, including home rule charter cities, cannot adopt local ordinances that contradict the explicit provisions of the Municipal Planning Act.

The Municipal Planning Act contains numerous directives to cities on drafting a subdivision ordinance. These include but are not limited to the following requirements:

[Minn. Stat. § 462.358 subd 2a](#)

- The subdivision regulations must be consistent with the city’s official map and zoning ordinance.

[Minn. Stat. § 462.358 subd 1a](#)

- The subdivision ordinance may provide for different types or classes of subdivisions, but the regulations within each type of class must be uniform.

[Minn. Stat. § 462.358 subd 3a](#)

See Section IV-I
Platting requirements.

- The subdivision ordinance must require plats for subdivisions that create five or more lots that are 2 ½ acres or less in size.

[Minn. Stat. § 462.358 subd 3a](#)

See Section IV-H on
platting requirements

- All plats must conform to the technical requirements found in Minn. Stat. ch. 505.

[Minn. Stat. § 462.358 subd 3b](#)

See Section IV A
Process for adoption,
for more information
on the 120 day rule.

- The subdivision ordinance must require that a complete subdivision application for a preliminary plat be approved or disapproved within 120 days, unless the city and the applicant have agreed to an extension.

See [Minn. Stat. § 462.358 subd 2b, 2c](#)

In addition, land dedication requirements are subject to numerous additional directives as discussed in section VI of this memo.

2. Metropolitan Council requirements and the Metropolitan Land Planning Act

[Minn. Stat. §§ 473.121 subd 2; 473.865; 473.859 subd 4](#)

Metropolitan cities are subject to the Metropolitan Land Planning Act. Metropolitan cities include all cities in the counties of Anoka, Dakota (excluding the city of Northfield), Hennepin (excluding the cities of Hanover and Rockford), Ramsey, Scott (excluding the city of New Prague), and Washington. In drafting a subdivision ordinance, these cities must consult with the Metropolitan Council and meet the council’s additional directions.

[Metropolitan Council
Metropolitan Council
Local Planning
Handbook](#)

[Sample subdivision
ordinances for
metropolitan cities are
available from the
Metropolitan Council.](#)

3. State law provisions related to natural resource protection and floodplains

In cities that contain certain natural resources such as lakes and rivers, or are located in a floodplain, the subdivision ordinance must also conform to the following state standards:

Minn. Stat. § 103F.121; Minn. R. 6120.5000 et al

See [MN DNR sample floodplain management ordinances](#)

See also [MN DNR](#) for more information and resources on floodplain management

Minn. Stat. § 103F.335

See also [MN DNR](#) website for more information on MN Wild and Scenic Rivers.

Minn. Stat. § 103F.221; Minn. R. 6120.2500 – 3900

See [MN DNR sample shoreland management ordinance](#)

See also [MN DNR](#) website for more information and resources on shoreland management.

Minn. Stat. § 462.355 subd 1; Minn. Stat § 103G.005 subd. 10b

- **Floodplain requirements:** State law sets minimum requirements and standards for development in flood plains. City subdivision ordinances must be consistent with state standards in order to preserve the capacity of the floodplain to carry and discharge regional floods and minimize flood hazards.
- **Wild and scenic rivers development requirements:** Cities with shoreland located within the Minnesota Wild and Scenic Rivers System are subject to additional state law restrictions when developing a subdivision ordinance. Subdivision ordinances in these cities must comply with minimum state standards set by the commissioner of Natural Resources.
- **Shoreland development requirements:** For cities that contain shoreland, state regulations control the use and development of its shorelands. City shoreland subdivision regulations must be at least as restrictive as state standards and are subject to the review of the commissioner of Natural Resources.
- **President Theodore Roosevelt Memorial Bill to Preserve Agricultural, Forest, Wildlife, and Open Space Land.** When adopting or amending a subdivision ordinance, cities must *consider* restricting new residential, commercial, and industrial development in a manner consistent with the Act’s goal of preserving land from development sprawl. Cities are not required to adopt subdivision practices consistent with the T. Roosevelt Memorial Preservation Act, but must demonstrate (possibly through findings of fact), that their decision process *considered* the Act’s stated goals.

D. Obtaining technical assistance in ordinance drafting

City subdivision is regulated by numerous diverse state and federal laws and court cases. As a result, cities should retain the assistance of an experienced planner and attorney when drafting subdivision ordinances. Cities may also contact the League of Minnesota Cities Insurance Trust (LMCIT) for assistance. Resources are posted on the League website, and LMCIT land use attorneys are also available to provide customized information and training to member cities.

[LMCIT Land Use Loss Control](#)

III. Subdivision ordinance adoption and amendment

Minn. Stat. §§
462.352 subd 14;
462.358 1a

Cities must adopt and amend subdivision regulations in ordinance form.

A. Process for adoption

Minn. Stat. §§
462.352 subd 14;
462.358 1a

Unlike with zoning regulations, cities are not required to hold a public hearing or provide published or mailed notice prior to adopting or amending their subdivision regulations.

See Handbook, Ch. 7.

State statute does not specify any particular or extraordinary voting requirements for subdivision ordinance adoption or amendment. As a result, an ordinance may be adopted and amended by a simple majority vote of the council. Cities should follow their regular publication requirements.

See Section VI *Land dedication for public facilities* .

Minn. Stat. § 462.358
2b(b)

If the subdivision regulations require dedication of buildable land for streets, sewers, parks, utilities, recreational facilities, playgrounds, trails, wetlands, or open space, the city must first have in place a capital improvement budget and a parks and open space plan. The parks and open space plan may be a component of the city comprehensive plan.

Minn. Stat. §462.358
subd 3b

See LMC information
memo, *Planning
Commission Guide*

State law does not require planning commission review of subdivision ordinances and ordinance amendments prior to their adoption. However, the city may adopt a policy requiring planning commission review if it prefers.

B. Publication

For more information
See Handbook, Ch. 7

See LMC information
memo, *Newspaper
Publication*

Minn. Stat. § 412.191,
subd. 4.

In statutory cities, ordinances and ordinance amendments must be published once in the city's official newspaper. A statutory city may, in the alternative, choose to publish a summary of lengthy ordinances, provided that certain legal requirements are met.

To publish a summary of an ordinance, the city must meet the following requirements:

- The city council makes the determination that publication of the title and a summary of the ordinance would clearly inform the public of the intent and effect of the ordinance.
- The city council approves summary publication by a four-fifths vote of its members.
- The title and summary conform to Minn. Stat. § 331A.01, subd. 10.

Minn. Stat. §
331A.01, subd. 10

- The summary includes notice that a printed copy of the ordinance is available for inspection by any person during regular office hours at the office of the city clerk and at any other location designated by the council or by standard or electronic mail.
- The council approves the text of the summary prior to its publication, and determines that it clearly informs the public of the intent and effect of the ordinance.
- A copy of the entire text of the ordinance is posted in the community library or, if no library exists, in any other public location designated by the council.
- The text of the summary must be published in a type size no smaller than eight-point type.
- Proof of the publication is attached to and filed with the ordinance.

Minn. Stat. §
331A.05, subd. 6.

In home rule charter cities, the charter can impose additional or special requirements for the publication of ordinances.

C. Filing with county recorder

Minn. Stat. § 462.36
subd 1

A certified copy of a subdivision ordinance or ordinance amendment must be filed with the county recorder.

D. Interim ordinances (moratorium)

Minn. Stat. § 462.355,
subd 4.

In order to protect the planning process, a city that is considering adopting or amending a subdivision ordinance may implement an interim ordinance (also known as a moratorium) to prevent subdivisions while the city is considering the issue. Cities must follow the procedures established in state statute to initiate a moratorium.

1. Applicability

Minn. Stat. § 462.355
subd 4(c) *Semler
Const., Inc. v. City of
Hanover*, 667 N.W.2d
457 (Minn.App.,
2003).

An interim ordinance or moratorium may not delay or prohibit a subdivision that has been given preliminary approval, nor extend the time for action under the 60-day rule with respect to any application filed prior to the effective date of the interim ordinance.

See Handbook, Ch. 14
for more information
on interim ordinances

2. Procedure for adoption of an interim ordinance

Minn. Stat. § 462.355
subd 4(a)

Cities must initiate a moratorium by adopting an ordinance. The interim ordinance may regulate, restrict, or prohibit any use, development, or subdivision within the city or a portion of the city **for a period not to exceed one year** from the effective date of the ordinance. An interim ordinance may be adopted only for one of the following circumstances; the city:

- Is conducting studies on the issue
- Has authorized a study to be conducted
- Has held or scheduled a hearing for the purpose of considering adoption or amendment of a comprehensive plan or other official controls, including the zoning code, subdivision controls, site plan regulations, sanitary codes, building codes, and official maps
- Has annexed new territory into the city for which plans or controls have not been adopted

The legal justification for the interim ordinance should be stated in the findings of fact when the ordinance is adopted. No notice or hearing is generally necessary before an interim ordinance is enacted.

3. Procedure for interim ordinance extension

Minn. Stat. § 462.355,
subd 4(c)

An interim ordinance may be extended only in *limited* circumstances if the procedures of state statute are followed. An interim ordinance may be extended if the city holds a public hearing and adopts findings of fact stating that additional time is needed to:

Minn. Stat. § 462.355,
subd 4(c)(3)

- Complete and adopt a comprehensive plan in cities that did not have a comprehensive plan in place when the interim ordinance was adopted. This allows an extension for an additional year.

Minn. Stat. § 462.355,
subd 4(c)(1)

- Obtain final approval or review by a federal, state, or metropolitan agency of the proposed amendment to the city's official controls, when such approval is required by law and the review or approval has not been completed and received by the municipality at least 30 days before the expiration of the interim ordinance. This allows an extension for an additional 120 days.

Minn. Stat. § 462.355,
subd 4(c)(2)

- Complete "any other process" required by a state statute, federal law, or court order and when the process has not been completed at least 30 days before the expiration of the interim ordinance. This allows an extension for an additional 120 days.

Minn. Stat. § 462.355,
subd 4(c)

- Review an area that is affected by a city's master plan for a municipal airport. This allows for an additional period of 18 months.

The required public hearing must be held at least 15 days but not more than 30 days before the expiration of the interim ordinance, and notice of the hearing must be published in the official newspaper at least 10 days before the hearing.

IV. Subdivision ordinance administration

A. The application process: overview

The application review process involves many steps, from submission of an initial application on the appropriate city form, to staff review, until ultimate city council acceptance or denial.

[Minn. Stat § 462.358 subd 3b](#)

See Section IV-B-4
120 day rule:
preliminary plat
review.

Timelines are a critical component of the application process. A subdivision application must receive preliminary approval or disapproval within 120 days of its delivery, unless the applicant agrees to an extension.

Similar to the 60-Day Rule in the zoning context, if no action is taken within 120 days, the application will be deemed approved after this time period. Similarly, final plats must be approved in 60 days from the date of application for the final plat. This concept is discussed in more depth in section IV-B-4 below.

1. Application forms and required materials

See [Sample Preliminary Plat Ordinance](#)
[Sample Final Plat Ordinance](#)

The city subdivision ordinance must include the city requirements for the content of applications submitted to the city. For example, the city ordinance should require that all applications for approval be submitted on an official city form and also require that application include scale drawings or graphics, legal descriptions, plats and surveys, and all information needed by the city to evaluate the application.

2. City staff and the structure for review

[Sample Preliminary Plat Checklist](#)
[Sample Final Plat Checklist](#)

Because subdivision applications must be approved within a relatively short time period, it is important that the city have an organized system for reviewing and processing subdivision applications. Generally, this system is composed of staff, city consultants (such as city engineers and attorneys), and city officials, who ensure that subdivision applications are reviewed and answered in a timely manner, and that subdivision ordinance provisions are enforced. Cities may wish to develop forms and checklists to ensure subdivision applications receive the appropriate review and report from city staff and consultants.

a. Planning commission review

Minn. Stat. §462.358
subd 3b

See LMC information
memo, *Planning
Commission Guide*

State law does not require that subdivision applications be submitted to the city planning commission for review. However, cities may delegate review authority to the planning commission in city ordinance; but statutory cities may not delegate *final* approval or disapproval to the planning commission. Final approvals or disapprovals can only be granted by the city council. Charter cities may delegate this authority if their charter specifically provides for this.

b. Reimbursement for city review costs

Minn. Stat. § 462.358
subd 2a

[Sample ordinance for
review costs](#)

City review of a proposed subdivision application may involve significant staff time as well as consulting services of planners, attorneys, engineers, and other professionals. Cities are authorized to seek reimbursement for the city's costs for review, approval, and inspection of a project. Cities must authorize reimbursement in their subdivision ordinance.

For outside consulting services, such as an attorney or engineer, cities must charge a subdivision applicant at the same rate as the city itself is billed. Cities cannot attach an additional premium to consultant rates. When billing for city staff time, cities must bill applicants at an established rate.

For subdivision applications for projects of any size, cities should require that an applicant provide the city with escrowed cash in an amount likely to cover the city's costs for reviewing, approving, and inspecting a project. In the alternative, cities may require some other type of security—such as a letter of credit—in an amount sufficient to guarantee coverage of the city's review costs. These requirements should also be stated in the subdivision ordinance.

i. Verification of plats and surveys

Minn. Stat. § 505.03
subd 3

When a city requires a plat to be submitted along with a subdivision application, cities have additional authority to seek reimbursement for city review costs. Cities are authorized to employ qualified persons, such as a surveyor, to check and verify surveys and plats and to determine the suitability of the plat from the standpoint of community planning. Cities may require the applicant to reimburse the city for such services. When the city uses a city employee to perform these reviews, the city may charge for these services based upon the employee's regular wage.

ii. Fee requirements: accounting/management

Minn. Stat. § 462.353
subd 4 (b)

All cities are required to adopt management and accounting procedures to ensure fees are maintained and used only for the purpose for which they are collected.

iii. Fee ordinances and fee schedules

Minn. Stat. § 462.353
subd 4 (c),(a)

[Sample fee schedule](#)

Generally, cities must adopt fees by ordinance. However, there is a statutory exception to this general requirement. Cities that collect an annual cumulative total of \$5,000 or less of land use fees may adopt a fee schedule by ordinance or by resolution after holding a public hearing. Notice must be published at least 10 days before the public hearing. Cities that collect an annual cumulative total in excess of \$5,000 of land use fees may also adopt a fee schedule if they wish, but they may only do so by ordinance, after following the same notice and hearing procedures.

Jan. 1 is set by statute as the standard effective date for changes to fee ordinances. A city may set a different effective date, but the new fee ordinance must not apply to a project if its application for final approval was submitted before the ordinance was adopted.

iv. Fee disputes

Minn. Stat. § 462.353
subd 4 (d)

If a dispute arises over a specific fee imposed by a city related to a specific application, the applicant may appeal the fee to district court. The applicant must provide notice to the city of the appeal by certified letter and place the disputed fee in an escrow account. After notice and deposit, the application must be processed as if the fee had been paid. The appeal must be brought within 60 days after approval of application and deposit of the fee into escrow.

B. Preliminary plat review

Minn. Stat. § 462.358
3b

Minn. Stat. § 462.358
3b; Minn. Stat. §
505.03 subd 1

See Section IV-H
Minor subdivisions

[Sample ordinance on
application
requirements](#)

The city subdivision ordinance must establish the process for review of applications. Cities have discretion in determining the process that they would like to use. However, the subdivision statute generally requires cities to follow a two-step process in the administration of city subdivision regulations. First, the landowner applies for preliminary plat approval, and then subsequently for final plat approval. Cities may also opt to consolidate these two reviews and/or provide for administrative review of plats that delineate existing parcels and minor subdivisions. However, the two-step process is the most widely used process.

Generally for preliminary plat approval, the applicant will submit to the city a plat and various concept drawings as required by city ordinance. Some cities require applicants to meet with staff for a “pre-application” review, prior to the filing of the preliminary plat application. This internal review allows staff to inform applicants of the city’s expectations and ordinance requirements.

Sample preliminary plat ordinance

It is important to note that a city has the most discretion in evaluating the application against its ordinance requirements during the preliminary approval stage. This is the time to impose conditions and address any and all concerns the application may generate. The term “preliminary approval” can be misleading, since it implies that the review is cursory or limited in scope. This is not the case in the subdivision context.

Semler Const., Inc. v. City of Hanover, 667 N.W.2d 457 (Minn. Ct. App., 2003); *Jordan Real Estate Services, Inc. v. City of Gaylord* (Minn. Ct. App., April 14, 2009) (unpublished).

The preliminary plat approval stage establishes the nature, design, and scope of a development project. It sets the conditions or guidelines, in large part, under which final plat approval can be obtained. After a plat is preliminarily approved, changes should generally be limited to meeting requirements imposed as a condition of approval and/or to meeting legal requirements under city ordinance and state or federal law (where applicable).

1. Conditional approval: Preliminary plats

Minn. Stat. § 462.358 2a; Minn. Stat. § 462.358 3b

A city may approve a preliminary plat along with conditions that must be satisfied for final plat approval. Conditions for how the final subdivision design will meet ordinance provisions often are quite specific. For example:

- Requiring the developer to reduce the number of lots and provide for a greater wetland buffer in the final plat.
- Requiring the developer to add sidewalks and develop a trail plan in consultation with city staff.
- If any public improvements are to be installed by the developer, requiring a development agreement between the city and the applicant.

See Section V-B *Development agreements*.

Conditional approvals related to required public improvements and development agreements are discussed in more detail V.

2. Partial approval: Preliminary plats

Minn. Stat. § 462.358 subd 3b

Cities may also provide for partial approval of a preliminary plat application. For example, where a proposed subdivision includes multiple phases or is otherwise large in scope, the city may grant preliminary approval to some parts of an application, but deny others.

3. Public hearing requirements: Preliminary plats

Minn. Stat. § 462.358 subd 3b

LMCIT risk management memo, *Public Hearings*

The city must hold a public hearing on all subdivision applications prior to preliminary approval, following publication of notice at least 10 days before the hearing.

4. 120-Day Rule: Preliminary plats

Minn. Stat § 462.358
subd 3b

Minn. Stat § 15.99

*Calm Waters, LLC v.
Kanabec County Bd.
of Com'rs*, 756
N.W.2d 716
(Minn.,2008) (applies
60-Day Rule tolling
only to county review
of subdivisions)

A subdivision application must receive preliminary approval or disapproval within 120 days of its delivery, unless the applicant agrees to an extension. If no action is taken, the application will be deemed approved after this time period. (Note that this 120-day period differs from the usual 60-Day Rule. By its terms, the 60-Day Rule found at Minn. Stat. § 15.99 does not apply to city subdivisions). The city should document all extensions in writing.

If the city does not act on an application within 120 days, the applicant may demand a certificate of approval from the city. Following receipt of the certificate, the applicant may request final approval by the city as discussed in section IV-C of this memo.

5. Review of preliminary plats bordering trunk highways, county and state roads, or highways

a. Trunk highways

Minn. Stat. § 505.03
subd 2(a)

State law mandates special procedures for when a city receives a preliminary plat application for land that:

- Abuts an existing or established trunk highway or state rail property.
- Abuts a proposed trunk highway or state rail property that has been designated by a centerline order filed with the county clerk.

The city must refer these applications to the commissioner of the Minnesota Department of Transportation (MnDOT) for written comments and recommendations. Plats must be submitted to MnDOT at least 30 days prior to the city taking final action on the preliminary plat application. After receiving a plat application for the city, MnDOT has 30 days to respond. The city may not take action on the preliminary plat until comments have been received or 30 days have elapsed.

*Calm Waters, LLC v.
Kanabec County Bd.
of Com'rs*, 756
N.W.2d 716
(Minn.,2008) (applies
60-Day Rule tolling
only to county review
of subdivisions)

The statute requiring the referral to MnDOT does not provide for tolling of the 120-Day Rule, while MnDOT considers the application. The general tolling provisions of the 60-Day Rule for issues related to zoning *do not apply*. As a result, the city must complete its review of the preliminary application, including any MnDOT review, within 120 days, unless an extension is agreed to by the applicant.

Minn. Stat. 15.99
subd 2 (a)

b. County roads, highways, and state-aid highways

Minn. Stat. § 505.03
subd 2(b)

Similar requirements exist for when a preliminary plat includes land that borders an existing or proposed county road, highway, or county state-aid highway. These plats must be submitted to the county engineer for review within five days of receipt by the city for written comments and findings.

Minn. Stat. § 505.03
subd 2(b),(c)

The county engineer has 30 days to provide written comments on the plat. The city may not take final action on the preliminary plat until comments have been received or 30 days have elapsed. The county engineer's review must be limited to commenting on factors related to the county's officially adopted guidelines for such reviews.

When the county engineer has submitted comments, the city must notify the county of its eventual final approval of a preliminary plat within 10 days of such approval. Along with this notice, the city must submit a statement that explains the city's response to the county engineer's written concerns. Where the preliminary plat was not amended or changed to address the county engineer's concerns, state law requires further consultation between the two entities. Prior to approval of the final plat, representatives of the city and county must meet to discuss their differences and agree on whether changes to the plat are appropriate prior to final approval. In situations where this conference is necessary, the city should make county approval a formal condition to final plat approval.

Calm Waters, LLC v. Kanabec County Bd. of Com'rs, 756 N.W.2d 716 (Minn.,2008) (applies 60-Day Rule tolling only to county review of subdivisions)

Minn. Stat. §15.99
subd 2 (a)

The statute requiring the referral to county engineer does not provide for tolling of the 120-Day Rule, while the county considers the application. In addition, the general tolling provisions of the 60-Day Rule for issues related to zoning do not apply, because the 60-Day Rule statute specifically excepts from its provisions municipal decisions on subdivisions subject to the 120-day requirement. As a result, the city must complete its review of the preliminary application, including any county review, within 120 days, unless an extension is agreed to by the applicant.

c. Trunk highways, county roads, and highways

Minn. Stat. § 505.03
subd 2(b)

When a preliminary plat abuts upon a trunk highway or state rail property and includes county roads, the city must follow both processes detailed above and submit a copy of the application to both MnDOT and the county engineer.

d. Required information for submission to MnDOT and the county engineer

Minn. Stat. § 505.03
subd 2(d)

Submissions to MnDOT or the county engineer must include both a legible preliminary drawing or print of the proposed preliminary plat and an attached written statement describing:

- The outlet for and means of disposal of surface waters from the platted area.

- The land use designation or zoning category of the proposed platted area.
- The locations of ingress and egress to the proposed platted area.
- A preliminary site plan for the proposed platted area, with dimensions to scale, authenticated by a registered engineer or land surveyor, showing the existing or proposed state highway, county road, or county highway and all existing and proposed rights-of-way, easements, general lot layouts, and lot dimensions.

When a subdivision application is finally approved and recorded, the city must file with the plat, in the office of the county recorder or registrar of titles, a certificate or other evidence showing submission of the preliminary plat to the commissioner or county highway engineer as required by law.

C. Final plat review

After preliminary plat approval, state statute allows the applicant to seek final approval. The final plat application must demonstrate conformance with the conditions and requirements of preliminary approval and conformance with city regulations and state and federal law (where applicable).

Minn. Stat. § 462.358
subd 3b

Sample final plat
ordinance

Semler Const., Inc. v. City of Hanover 667 N.W.2d 457(Minn.Ct. App.,2003) ; *Jordan Real Estate Services, Inc. v. City of Gaylord* (Minn. Ct. App., April 14, 2009) (unpublished)

1. Public hearing requirements: Final plats

Unlike preliminary plat approval, there is no required public hearing on the final plat.

2. 60-Day Rule: Final plats

Once an applicant has requested final approval, the city must approve or disapprove of the application in 60 days. If the municipality fails to act within 60 days, the final plat application may automatically be deemed approved.

Minn. Stat. § 462.358
subd 3b

Sample final plat
ordinance

D. Standard of review for preliminary and final plats

State, by Rochester Ass'n of Neighborhoods v. City of Rochester, 268 N.W.2d 885 (Minn. 1978); *Henning v. Village of Prior Lake*, 435 N.W.2d 627 (Minn. Ct. App., 1989); *VanLandschoot v. City of Mendota Heights*, 336 N.W.2d 503 (Minn., 1983)

When drafting and adopting a subdivision ordinance, cities have a lot of discretion in choosing their language and setting design standards. When drafting and adopting a subdivision ordinance, the city is said to be utilizing its legislative (or law-making) authority. When using its legislative authority, the only limits on the city's authority is that action must be constitutional, rational, and in some way related to protecting the health, safety, and welfare of the public. This is known as the "rational basis standard" and it is generally a relatively easy standard for cities to meet.

In contrast, when administering an existing subdivision ordinance by reviewing a preliminary or final plat application, the city's discretion is much more limited. Generally, when reviewing a subdivision application, the city is no longer acting in its legislative capacity. When reviewing subdivision applications, the city is said to be exercising a quasi-judicial (judge-like) function. Rather than legislating for the broad population as a whole, the city is making a quasi-judicial determination about an individual subdivision application regarding whether the application meets the standards of the city ordinance.

In quasi-judicial circumstances, the city must follow the standards and requirements of the ordinance it has adopted. If an application meets the requirements of the ordinance, generally it must be granted. If an application is denied, the stated reasons for the denial must all relate to the applicant's failure to meet standards established in the ordinance. In sum, the city has a great deal of liberty to establish the rules, but once established, the city is as equally bound by the rules as the public.

Northwestern College v. City of Arden Hills, 281 N.W.2d 865 (Minn. 1979)

In quasi-judicial situations, a reviewing court will closely scrutinize the city's decision to determine whether the city has provided a legally and factually sufficient basis for denial of an application.

Kottschade v. City of Rochester, 537 N.W.2d 301 (Minn. Ct. App., 1995).

In quasi-judicial situations, due process and equal protection are the main reasons for the more stringent scrutiny. Due process and equal protection under the law demand that similar applicants must be treated uniformly by the city. The best process for ensuring similar treatment among applicants is to establish standards in the ordinance and to provide that if standards are met, the subdivision application must be granted. An application may generally only be denied for failure to meet the standards in city ordinances.

A reviewing court will overrule a quasi-judicial city subdivision decision if it determines that the decision was arbitrary (failed to treat equally situated applicants equally or failed to follow ordinance requirements).

E. Importance of documentation of city decisions on applications

LMCIT risk management memos, *The Necessity of Adequate Findings: Reasons to Support Municipal Land Use Decisions*, and *Land Use Findings of Fact*

City decisions on subdivision applications, just like zoning decisions, may result in a lawsuit challenging the city's approval or denial of the application. Documentation of the city's basis for denials and approvals is essential to defending the city's decision in a court of law.

F. Effect of Approval

Minn. Stat. § 462.358 subd 3c

For a period of one year after approval of a preliminary plat and two years after final approval of a plat, amendments to the city's comprehensive plan and official controls cannot alter or affect the approved development's:

- Use
- Development density
- Lot size
- Lot layout
- Dedications or platting required or permitted by the approved plat.

Semler Const., Inc. v. City of Hanover, 667 N.W.2d 457 (Minn. Ct. App., 2003).

Cities and developers may mutually agree to alterations within these time periods. Cities may also agree by resolution or written agreement to extend these one- and two-year timelines for planned and staged developments. Once a city has agreed to an extension, it may not unilaterally revoke the extension. Cities may place conditions on such extensions.

Henning v. Village of Prior Lake, 435 N.W.2d 627 (Minn. Ct. App., 1989)

Where a subdivision has been granted preliminary approval, but final approval has not been applied for in one year, or where final approval is granted, but the development is not completed within two years, the city may request that a developer submit a new subdivision application. Cities may not request a new application where:

- Substantial development and investment have occurred in reliance on the approved preliminary or final plat.
- The developer will suffer substantial financial damage as a result of the requirement to submit a new application.

In these instances, a city may still require the developer to submit to any applicable conditions and requirements as a prerequisite to an extension.

See Section III-D *Interim ordinances*.

An interim ordinance or moratorium may not delay or prohibit a subdivision that has been given preliminary approval, nor extend the time for action under the 60-Day Rule with respect to any application filed prior to the effective date of the interim ordinance.

G. Variances

Minn. Stat. § 462.358
subd 6

*VanLandschoot v.
City of Mendota
Heights*, 336 N.W.2d
503 (Minn.,1983)

[Sample variance
ordinance](#)

Cities may grant variances from their subdivision ordinance requirements, where the regulations would create an unusual hardship on the land. In order to grant variances, cities must first adopt a procedure for granting variances, with detailed standards in the city subdivision ordinance. State law does not explicitly set standards for granting variances.

H. Minor subdivisions

Minn. Stat. § 462.358
subd 3b ; Minn. Stat.
§ 505.03 subd 1

[Sample ordinance and
forms for minor
subdivisions](#)

State statute allows cities to adopt ordinance provisions that consolidate the preliminary and final plat approval process. Sometimes this is referred to as a “minor subdivision.” State statute also allows cities to approve subdivisions without requiring the expense of a formal plat in instances where the subdivision of land results in less than five lots that are more than 2 ½ acres in size. This is also sometimes called a “minor subdivision.” Cities may opt to do one or both in their ordinance, and establish procedures for each.

Minn. Stat. § 505.03;
Minn. Stat. § 505.021
subd 9 (b)

Normally all plats are subject to city council review. In addition, normally, all plats are required to contain certification of council approval. However, when a city offers a “minor subdivision” option, it may designate by resolution or ordinance a local official, such as the city clerk or zoning administrator, to approve plats administratively without full council review. Some cities choose this option for increasing the ease and speed of city administration related to minor subdivisions.

I. Platting requirements

Minn. Stat. § 462.358
subd 13; Minn. Stat.
§505.01 subd 3(f)

A plat is a scale drawing of one or more parcels of land that shows the location and boundaries of the parcels’ lots, blocks, parks, roads, and other significant features.

Minn. Stat. §462.358
subd 3a; Minn. Stat. §
505.03 subd 1

City ordinance must require that all subdivisions creating five or more parcels that are 2 ½ acres or less in size be platted. In addition, the city can also choose to require that *all* subdivisions of land creating lots or parcels be platted, regardless of number or size.

Minn. Stat. § 505.03
subd 1

Whether or not the city has adopted subdivision regulations, all plats in cities with populations over 5,000 must be presented to the city council for approval. Home rule charter cities may delegate this review to a municipal officer or body other than the city council.

Minn. Stat. § 505.03
subd 1

When a plat only depicts a minor subdivision, as defined in city ordinance, or depicts only existing parcels, the city may appoint a city official, such as the city clerk or administrator, to approve such plats.

Plats must comply with many technical requirements found in Minn. Stat. ch. 505. Among other things chapter 505 requires:

Minn. Stat. § 505.021
subd 9

- Plats must be certified by a land surveyor who both surveyed the land being platted and prepared the plat or supervised preparation of the plat.
- Plats must contain a plat name that does not duplicate or is not similar to any other plat name within the county.
- Plats must be signed by all fee owners, contract for deed vendees, and mortgage holders of record.

In addition, plats must meet various technical requirements related to paper size, scale, and delineation of land features.

1. Verification of plats and surveys

Minn. Stat. § 505.03
subd 3

When a city requires a plat to be submitted along with a subdivision application, cities have additional authority to seek reimbursement for city review costs. Cities are authorized to employ qualified persons, such as a surveyor, to check and verify surveys and plats and to determine the suitability of the plat from the standpoint of community planning. Cities may require the applicant to reimburse the city for such services. When the city uses a city employee to perform these reviews, the city may charge for these services based upon the employee's regular wage.

J. Certification of taxes paid

Minn. Stat. § 462.353
subd 5

Cities may require, as part of their subdivision ordinance, that an applicant certify that there are no delinquent taxes, special assessments, penalties, interest, or municipal utility fees due on any parcel of land included in the subdivision application. In addition, cities may condition approval of a subdivision upon payment of all moneys due.

K. Recording and filing of approved plats

1. County recorder

Minn. Stat. § 505.04

Once approved, all final plats must be certified as approved by the city and recorded with the county recorder.

2. Neighboring communities

Minn. Stat. § 462.36
subd 3

Minn. Stat. § 462.358
subd 1a

See Section I-B-2
*Extra territorial
application.*

Copies of resolutions approving subdivision plats within a city, but contiguous with another city or town must be filed with the governing body of the contiguous city or town. When a city has opted to enforce its subdivision regulations extra-territorially within a town, it must file copies of approved subdivisions in the regulated area with the neighboring town.

V. Public improvement requirements

Minn. Stat. § 462.358
subd 2a

Sample public
improvement
ordinance

The city subdivision ordinance may condition approval of an application upon the construction and installation of needed public improvements for the subdivision such as:

- Drainage facilities
- Streets
- Electric, gas, sewer, water, and similar utilities
- Similar improvements

The city may require that the developer install the improvements to the city's specifications as detailed in the subdivision ordinance. For example, the city may wish to specify the width and composition of any streets installed by the developer. In addition, in order to ensure that the improvements are installed correctly and completely, the city may condition approval upon:

- Providing a cash deposit, certified check, irrevocable letter of credit, bond, or some other type of financial security in an amount sufficient to ensure that the required improvements will be completed as specified.
- The signing of a development agreement between the city and the developer, which may be enforced by legal and equitable remedies in a court.

See Section V – B
*Development
agreements*

Cities are not required to condition approval upon developer installation of needed improvements. Cities may also install the improvement themselves. Often these cities recoup the cost through special assessments on the newly subdivided parcels. Cities may prefer to install improvements on their own because it gives the city direct control and supervision of a public improvement project, rather than simply inspecting the work of a third-party developer. However, there are some risks to this approach that should be considered by the city.

Specifically, when a city installs significant public improvements in a new development, it typically expects to recoup its costs through special assessments from buyers of the subdivided parcels in the development once the project is completed. However, the city might experience unexpected delays in cost recovery from assessments if:

- Public improvements are installed, but the developer does not finish the project (likely due to insolvency or other financial issues).
- Public improvements are installed and the project is completed, however, the subdivided lots do not sell and sit empty (due to market factors on a nationwide or local scale).

Attempts to recover the city's costs in these types of scenarios may result in legal fees and other unexpected administrative costs for the city. In addition, if the city financed the public improvements through bonds, the city's bond rating may be affected while the special assessments remain unpaid and the bonds are outstanding.

Cities that require the developer to install improvements may still exercise a high degree of control over the installation and construction of the public improvements. Cities may:

- Develop detailed specifications for each type of improvement required by the city.
- Hire professional engineers to review and inspect each phase of installation or construction of a required public improvement (these costs can be recouped from the developer).
- Require the developer to provide the city with a cash deposit, bond, letter of credit, or other financial security that will allow the city to finish or fix a failed or flawed public improvement with cash on hand (rather than needing to bond or use city reserves).
- Require the developer to enter into a development agreement that includes quality controls and addresses any unique issues related to the particular public improvement project.
- Require completion of all needed public improvements prior to the issuance of any building permits for construction on parcels within the development.

Because cities may exercise such a high degree of control over public improvements installed by a developer, there is limited risk for the city in requiring the developer to construct and install public improvements.

A. Release and return of financial securities

Minn. Stat. § 462.358
subd 2a

As discussed, the city may require a subdivision applicant to provide some type of financial security for the purpose of reimbursing the city for its costs related to review, approval, and inspection of a specific project. There is a specific statutory process regulating the release and return of developer financial securities.

A developer who has completed a project for which there are still outstanding financial securities may request that its security be released and returned by sending a certified letter to the city.

When the city receives a letter requesting release, the city must either (1) release and return to the applicant any outstanding financial securities within 30 days; or (2) provide notice to the developer, within seven days of receipt of the certified letter, that all required conditions for approval have not been met, and provide a list of the specific conditions which have not been completed.

If the city does not release and return the securities within 30 days, or provide notice of the reasons why the security is not being released, state statute requires the city to pay any interest accrued on the security to the applicant.

B. Development agreements

[Minn. Stat. §462.358](#)
[Sample ordinance language on development agreements](#)

The subdivision ordinance may provide that the city may condition approval of an application on any requirements reasonably related to the city's regulations. These requirements may be reduced to a written contract known as a development agreement. Once executed, a development agreement may be enforced by all legal and equitable remedies in a court of law.

[Sample development agreement ordinance](#)

Written development agreements are the city's most important tool to enforce the expectations of the city's subdivision regulations. State law does not dictate the contents of a development agreement. Since a development agreement implicates important legal rights for the city, these contracts are typically drafted with the advice and assistance of the city attorney. Development agreements are usually recorded with the county after execution (signing). A typical development agreement will:

- Contain a detailed legal description of the property governed by the development agreement.
- Set specifications and plans related to any required infrastructure improvements (for example, streets and roads to be installed in the development).
- Set timelines and deadlines related to any required infrastructure improvements.
- Provide for city access to the development site and require all necessary inspections.
- Detail the city's requirements for financial securities related to any infrastructure improvements.
- Set procedure for city final inspection and acceptance of required infrastructure improvements.
- Set expectations for erosion control, grading, and environmental/tree preservation during development and construction.
- Require the developer to clean up and remove dirt and debris from the development upon completion of the development.

- Require payment of park and trail dedication fees and sewer/water access charges.
- Provide legal descriptions for any dedicated land and require the exchange of deeds or granting of easements as necessary.
- Require the developer to warrant work related to public infrastructure for a period of years after the development. This usually includes streets and utilities, but may also include sod, plantings, play equipment, and required tree plantings.
- Require the developer to maintain liability insurance in an appropriate amount during the development and construction period.
- Require the developer to hold the city harmless and indemnify the city from all third-party claims related to the development.
- Set provisions for dealing with any potential default by the developer under the agreement. For example, allowing the city to step in and complete all agreed-to improvements, using money from a letter of credit or other financial security.
- Prohibit the issuance of building permits or occupation of any structures within a development until all public infrastructure is completed and accepted by the city.

A development agreement prepared by the city attorney is often the most efficient and best method to ensure that the city's regulations are followed by a developer. In addition, a development agreement can provide the city with a measure of protection against the threat of developer insolvency or bankruptcy. Finally, a well written agreement (with attention to issues of financial security) can protect the city from developers who fail to complete public improvements or abide by city requirements.

VI. Land dedication for public facilities

A subdivision ordinance may require a subdivision applicant to dedicate a reasonable portion of land within the development to the public to address infrastructure needs created by the development. Cities may require dedication of land to the public for numerous uses including:

[Minn. Stat. § 462.358 subd 2b](#); *Collis v. City of Bloomington* 310 Minn. 5, 246 N.W.2d 19 (Minn. 1976); *Middlemist v. City of Plymouth*, 387 N.W.2d 190 (Minn. Ct. App., 1986); *Kottschade v. City of Rochester*, 537 N.W.2d 301 (Minn. Ct. App., 1995)
[Sample land dedication ordinance](#)

- Streets, roads and alleys
- Water, sewer, and similar facilities
- Gas, electric, and similar facilities
- Stormwater drainage and hold areas or ponds
- Parks, recreational facilities, and playgrounds
- Trails and sidewalks
- Wetlands and wetland preservation
- Open space

Prior to adopting dedication requirements in a subdivision ordinance, the city must first adopt a capital improvement budget and adopt a parks and open space plan. The plan may be a component of the city comprehensive plan.

When the city requires land to be dedicated within a specific subdivision, it must reasonably determine that:

- The city reasonably needs to acquire the specific portion of land for reasons permitted by state statute (e.g. streets, parks, utilities) as a result of approval of the subdivision (this is sometimes referred to as a nexus requirement).
- The need created by the subdivision is roughly proportional to the city's dedication requirement. For example, in a five-house subdivision, it may be reasonable to require dedication of park land for a small, local swing-set park. It may not be reasonable to require the same small subdivision to dedicate multiple acres for a community park serving hundreds of city residents.

Minn. Stat. § 462.358 subd 2b (e) ; Minn. Stat. § 462.358 subd 2c (c); *Collis v. City of Bloomington* 310 Minn. 5, 246 N.W.2d 19 (Minn. 1976); *Middlemist v. City of Plymouth*, 387 N.W.2d 190 (Minn. Ct. App.,1986); *Kottschade v. City of Rochester*, 537 N.W.2d 301 (Minn. Ct. App.,1995)

Minn. Stat. § 462.358 subd 2c (c) ; *Collis v. City of Bloomington* 310 Minn. 5, 246 N.W.2d 19 (Minn. 1976); *Middlemist v. City of Plymouth*, 387 N.W.2d 190 (Minn. Ct. App.,1986); *Kottschade v. City of Rochester*, 537 N.W.2d 301 (Minn. Ct. App.,1995)

Minn. Stat. § 462.358 subd 2b (d)

The city must also give due consideration to whether the need for the dedicated land has not already been offset or obviated by other actions of the developer in setting aside for public use other open space, recreational, common areas, or other facilities within the development.

Minn. Stat. § 505.01
subd 2; Minn. Stat. §
505.01 subd 1

A dedication of land to the public is usually reflected on the plat document or in an easement or other deed document. When park land is dedicated to the public, the dedication conveys complete ownership to the city (known as “fee title”). Land for streets, roads, alleys, trails, and other public ways dedicated to the public conveys an easement only to the city for the dedicated purposes. Land dedicated for all other uses is conveyed to the city “in trust” for the dedicated use.

Minn. Stat. § 462.358
subd 2b (i)

Land which has been previously subdivided and from which a park dedication has been received, is exempted by state statute from further dedication requirements if a re-subdivision creates the same number of lots. Where new lots are created, a park dedication fee may be applied only to the net increase in lots.

A. Cash payments in lieu of land dedication

Minn. Stat. § 462.358
subd 2b(c)

Sample ordinance on
park and trail fees

In lieu of land dedication for parks, recreational facilities, playgrounds, trails, wetlands, or open space, cities may require a developer to pay “cash fees” commonly referred to as “park dedication fees” and/or “trail fees” (cumulatively referred to as park dedication fees in the rest of this memo) Park dedication fees excuse a developer from a local land dedication for park and recreational purposes, but still allow the city to purchase and acquire new off-site facilities to serve needs created by the subdivision. When a city establishes and imposes a park dedication fee, in lieu of land dedications, it must still comply with all of the requirements discussed above for land dedications related to procedure, nexus, and proportionality.

Minn. Stat § 462.358
subd 2b(d)

In collecting park dedication fees, the city must give due consideration the park and recreational facilities that the applicant already proposes to incorporate into the development for public use. For example, if the proposed development already includes park and trail facilities for residents, it may be more difficult to justify an additional cash fee.

1. Setting park dedication fees

Minn. Stat. § 462.358
subd 2b(c)

Park dedication fees must be established by ordinance or a fee schedule that meets the requirements of state statute discussed in Section VI-A-2. Fees must be set based upon the average fair market value of land within the area:

- That is unplatted.
- For which park fees have not been paid.
- That is to be served at the time of final approval or will be served under the city’s comprehensive plan by city sanitary sewer and water.

Cities may wish to retain the services of a land appraiser or some other professional to help them determine the appropriate rate for their park dedication fees.

2. Fee schedules

Minn. Stat. §462.353
subd 4a

See LMC information
memo, *Newspaper
Publication*

Park dedication fees may generally be imposed only by ordinance. However, cities that collect less than \$5,000 per year in land use and development fees (this includes all subdivision and zoning fees) may use a fee schedule adopted by city resolution. Prior to adoption of the resolution, the city must hold a public hearing on the fee schedule with 10 days published notice. Cities that collect over \$5,000 in land use fees per year may also use a fee schedule. However, the fee schedule must be adopted in ordinance form, following a public hearing for which there has been 10 days published notice.

3. Fee accounting and disputes

Minn. Stat. §462.358
subd 2b (f), (g)

Park dedication fees must be placed in a special, segregated fund. Park dedication fees can only be used for the acquisition, development, and improvement of parks, recreational facilities, playgrounds, trails, wetland, and open space based upon the city-approved park systems plan. Park dedication fees cannot be used for the city operational or maintenance costs, such as lawn mowing or garbage pick-up.

a. Fee disputes

Minn. Stat. § 462.353
subd 4 (d); Minn. Stat.
§ 462.358 subd 2c(b)

Cities may not condition approval of a subdivision application upon a waiver of applicant rights to challenge city fees in a law suit.

Minn. Stat. § 462.358
subd 2c(c)

An applicant who disputes a park dedication fee, may request that the application be processed as if the fee had been paid. An applicant who disputes a fee, but still wishes to have the application processed must do all of the following:

- Provide written notice to the city of his or her dispute over the city's fee.
- Place in escrow for the city the disputed fee amount.
- File an appeal in court of the city's fee using the procedures specified in statute within 60 days of the approval/denial of the application.

Minn. Stat. § 462.361

If an applicant does not appeal the fee by filing suit in a court of law within 60 days following approval/denial or if the applicant appeals but does not prevail in his or her request to have the fee overturned, the fee held in the escrow account must be paid to the city.

VII. Subdivision ordinance enforcement

Cities have numerous strong tools to enforce the requirements of their subdivision ordinances. Some of these tools are discussed here.

A. Sellers and buyers disclosure requirements

Minn. Stat. § 462.358
subd 4a

Whenever a landowner seeks to convey land (through a metes and bounds description or in reference to a plat) that has not previously been filed or recorded, state law requires the seller to make certain disclosures to protect buyers from illegal subdivisions. If the newly recorded land is the result of a subdivision, the seller must attach one of the following to the instrument of conveyance:

- A recordable certification by the clerk of the municipality that the city's subdivision regulations do not apply, or that the subdivision has been approved by the governing body, or that the restrictions on the division of taxes and filing and recording have been waived by resolution of the governing body of the municipality.
- A statement which names and identifies the location of the appropriate municipal offices and advises the grantee that municipal subdivision and zoning regulations may restrict the use or restrict or prohibit the development of the parcel, or construction on it, and that the division of taxes and the filing or recording of the conveyance may be prohibited without prior recordable certification of approval, non-applicability, or waiver from the municipality.

See Section VII-B-2
*City option to grant
waivers for
information on
waivers*

A buyer who purchases illegally subdivided land may bring a lawsuit against the seller alleging misrepresentation of or the failure to disclose material facts under this statute. A buyer with a successful lawsuit may be awarded damages, reasonable costs and fees (including attorney fees), and punitive damages up to 5 percent of the purchase price of the land.

B. Restrictions on filing and recording conveyances

Minn. Stat. § 462.358
subd 4b;
A.G. Op. 373-B-9
(Feb. 1, 1977)

In a city that has adopted and recorded subdivision regulations with the county recorder, no conveyance of land to which the regulations are applicable may be filed or recorded if the conveyance does not demonstrate conformance to the regulations. A few exceptions to this law apply to:

- Some transactions entered into before 1945, but not previously recorded.
- Single parcels of commercial or industrial land of not less than five acres and having a width of not less than 300 feet where the conveyance does not result in the division of the parcel into two or more lots or parcels, any one of which is less than five acres in area or 300 feet in width.

- Single parcels of residential or agricultural land of not less than 20 acres and having a width of not less than 500 feet where the conveyance does not result in the division of the parcel into two or more lots or parcels, any one of which is less than 20 acres in area or 500 feet in width.

1. Enforcement

Minn. Stat. § 462.358
subd 4b (d), (e)

Any owner or agent of the owner of land who conveys a lot or parcel in violation of this state law may be required to pay to the city a penalty of not less than \$100 for each lot or parcel so conveyed. In addition, the city may ask a court to stop or prevent the conveyance or may recover the penalty by filing suit in court.

2. City option to grant waivers

Minn. Stat. § 462.358
subd 4b (c)

Cities may opt to waive enforcement of this statute in instances where the city determines that enforcing this prohibition on recording will create an unnecessary hardship, and failure to comply does not interfere with the purpose of the subdivision regulations.

The city may waive this statute by adoption of a resolution, and the conveyance may then be filed or recorded.

C. Civil remedies

Minn. Stat. § 462.358
subd 2a

City ordinance provisions may allow the city to deny issuance of permits and approvals for any tracts, lots, or parcels for which subdivision approval has not been obtained. This provision applies not only to subdivision permits, but building, occupancy, and zoning permits as well.

Minn. Stat. § 462.362

A city may also enforce its subdivision ordinance by requesting an injunction (a court order requiring someone to stop a particular activity or type of conduct) or other appropriate remedy from the court.

D. Criminal remedies

Minn. Stat. § 462.362
Minn. Stat. § 169.89,
subd. 2.

Minn. Stat. §§ 609.02,
subds. 3, 4a;
609.0332; 609.034.

See *Handbook*, Ch. 7
for information on
prosecution
responsibilities for
violations of local
ordinances

Cities may provide for criminal penalties for violation of the city subdivision ordinance. In an ordinance, cities may designate ordinance violations as misdemeanors or petty misdemeanors. Cities may impose maximum penalties for misdemeanors of a \$1,000 fine or 90 days in jail, or both. In addition, the costs of prosecution may be added. The maximum penalty for a petty misdemeanor is a fine of \$300.

ORDINANCE #11-__

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

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

AN ORDINANCE AMENDING ARTICLE III OF CHAPTER 117 OF THE CITY CODE OF RAMSEY, MINNESOTA.

The City of Ramsey ordains:

SECTION 1. AMENDMENT

Chapter 117, Article III of Ramsey City Code shall be amended to include the following:

Section 117-6.25 Council Discretion to Set Financial Guarantees.

Notwithstanding anything to the contrary in Article II, Sections 117-615 through 117-624, the City Council may waive any subdivider or developer required financial security or length of special assessment repayment requirements described in said Article III in lieu of alternative financial security or special assessment repayment requirements that the City Council finds to be adequate to guarantee payment of any subdivider or developer obligations required in said Article III for commercial, industrial, and public/quasi-public projects.

SECTION 2. SUMMARY

The following official summary of Ordinance #11-__ has been approved by the City Council of the City of Ramsey as clearly informing the public of the intent and effect of the Ordinance.

It is the intent of this Ordinance to amend the Article III of the Ramsey City Code to provide City Council discretion to set financial guarantees.

SECTION 3. EFFECTIVE DATE

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

Adopted by the Ramsey City Council the ____ day of _____, 2011.

Mayor

ATTEST:

City Administrator

Introduction Date: _____

Posting Dates: _____

Adoption Date: _____

Publication Date: _____

Effective Date: _____

Date: 04/12/2011

By: Jo Thieling
Administrative Services

Information

Title:

Consider Proposed Amendment to Purchase Agreement - The Residence at The COR

Background:

The City, HRA and Flaherty and Collins (The Residence) entered into a purchase agreement in December of 2010 for the sale of the parcel immediately west of the existing parking structure. As written, the agreement has had numerous dates for various seller and buyer obligations and due diligence. The majority of those dates have passed. In January of 2011, the City, HRA and F&C chose not to execute their option to cancel the agreement based on the delivery of a train station. Most of the remaining contingencies have been resolved, but there is one remaining opportunity for F&C to cancel the agreement on April 15, 2011 if they are unable to obtain adequate financing. The closing date in the agreement is April 29, 2011. F&C has obtained all necessary entitlements to close on the property.

F&C has been working with their finance partners and have obtained a funding commitment on the project. This commitment has a number of challenging terms that F&C is continuing to negotiate, but is concerned it will not have a final funding commitment by the April 15th deadline for them to cancel.

Observations:

F&C has prepared and presented for your consideration a proposed amendment to the purchase agreement that modifies two dates:

1. The April 15, 2011 date to exercise their option to cancel due to financing is proposed to be extended to May 15, 2011.
2. The closing date is proposed to be extended from April 29, 2011 to June 15, 2011.

The DM team has worked with staff on the timing of the ramp addition and F&C closing/commencement and has determined that this schedule can be accomplished with the current ramp schedule and assuming the F&C project commences construction on or before June 30, 2011, the HRA's financing sources remain viable.

Staff continues to discuss construction coordination issues between the ramp and the The Residence at the COR project and will keep the City Council and HRA apprised of any issues that need to be addressed prior to closing.

The City, along with the HRA, executed the original purchase agreement based upon the obligations of both parties in this transaction, thus, the City is also being asked to approve this requested amendment.

Recommendation:

The DM team recommends the Council approve the proposed amendment.

Funding Source:

There are no fiscal impacts related to this Amendment

Council Action:

Approve the proposed amendment to the purchase agreement.

Attachments

Proposed First Amendment

Purchase Agreement

Development Agreement

Form Review

Inbox

Kurt Ulrich

Form Started By: Jo Thieling

Final Approval Date: 04/07/2011

Reviewed By

Kurt Ulrich

Date

04/07/2011 03:34 PM

Started On: 04/07/2011 02:16 PM

FIRST AMENDMENT TO PURCHASE AGREEMENT

This First Amendment to Purchase Agreement dated this ____ day of _____, 2011 by The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the State of Minnesota ("Seller"), the City of Ramsey, Minnesota, a home rule charter city organized and existing under the constitution and laws of the State of Minnesota ("City") and F&C Ramsey, LLC, an Indiana limited liability company ("Buyer").

WHEREAS, the following facts are true:

A. The Seller, the City and the Buyer have previously entered into that certain "Purchase Agreement For The Portions of Lot 1, Block 1, Lot 2, Block 1 and Outlot A, Ramsey Town Center 5th Addition To Be Replatted As Lot 3, Block 1, COR ONE" (the "Purchase Agreement").

B. The parties now wish to amend the Purchase Agreement to provide additional time for completion of certain contingencies and closing.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller, the City and the Buyer agree:

1. Paragraph 6 of the Purchase Agreement is hereby modified to extend the closing date from April 29, 2011 to June 15, 2011.

2. Buyer acknowledges receipt of the "Evidence of Title" as defined in Paragraph 9 of the Purchase Agreement; waives any claim that Seller is in default under the terms of the Purchase Agreement for failing to deliver the "Survey," as defined in Paragraph 9(b) within the thirty (30) day period provided for in Paragraph 9; and acknowledges that the 10-day period in which Buyer may provide Seller with written notice of alleged defects in the marketability of Seller's actual and record title to the Property (other than notice of alleged defects which are not reasonably ascertainable from the Evidence of Title) expires at 5:00 p.m. on Monday, April 18, 2011.

3. Buyer acknowledges and agrees that the contingencies set for in Paragraphs 14(a), 14(b) and 14(g) have expired and that Buyer no longer has any right to terminate the Purchase Agreement based on those contingencies. Buyer further acknowledges and agrees that Buyer does not have a right to terminate the Purchase Agreement based upon the contingency set forth in Paragraph 14(c) if Seller does not subject the Property to a declaration of covenants, restrictions and easements on or before the Closing and does not have a right to terminate the Purchase Agreement based upon the contingency set forth in Paragraph 14(d) if the City does not adopt an ordinance establishing a special service district which includes the Property on or before the Closing.

4. Paragraph 14 of the Purchase Agreement is modified to extend the contingency exercise dates for Paragraphs 14(e) and 14(f) from April 15, 2011 to and including May 15, 2011.

5. Except as specifically modified herein, the Purchase Agreement is ratified and confirmed in all respects.

Executed as of the date first above written.

(Signature pages follow)

THE HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
RAMSEY, MINNESOTA, A PUBLIC BODY
POLITIC AND CORPORATE UNDER THE
LAWS OF THE STATE OF MINNESOTA

By: _____
Its: Chair

By: _____
Its: Executive Secretary

(Separate Signature Page for First Amendment to Purchase Agreement)

THE CITY OF RAMSEY, MINNESOTA, A
HOME RULE CHARTER CITY ORGANIZED
AND EXISTING UNDER THE CONSTITUTION
AND THE LAWS OF THE STATE OF
MINNESOTA

By: _____
Its: Mayor

By: _____
Its: City Administrator

(Separate Signature Page for First Amendment to Purchase Agreement)

F&C RAMSEY, LLC

By: _____
David M. Flaherty, Manager

(Separate Signature Page for First Amendment to Purchase Agreement)

PURCHASE AGREEMENT

FOR THE PORTIONS OF LOT 1, BLOCK 1, LOT 2, BLOCK 1 AND OUTLOT A, RAMSEY TOWN CENTER 5TH ADDITION TO BE REPLATTED AS LOT 3, BLOCK 1, COR ONE

1. **Parties**. The parties to this Purchase Agreement (the "Agreement") are:
 - a. The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the state of Minnesota ("Seller");
 - b. The City of Ramsey, Minnesota, a home rule charter city organized and existing under the constitution and laws of the State of Minnesota (the "City"); and
 - c. F & C Ramsey, LLC., an Indiana limited liability company ("Buyer").

This Agreement sometimes refers to Seller and Buyer individually as a "Party" and collectively as the "Parties". The Parties are also parties to a Development Agreement of even date herewith (the "Development Agreement"). Capitalized terms that are used in this Agreement, defined in the Development Agreement, and not otherwise defined in this Agreement, have the meanings set forth for such terms in the Development Agreement.

2. **Effective Date**. This Agreement is dated, for reference purposes, and is effective as of January 31, 2011 (the "Effective Date").

3. **Property**. The property that is the subject of this Agreement is the portion of Lot 1, Block 1, Lot 2, Block 1 and Outlot A, RAMSEY TOWN CENTER 5TH ADDITION, Anoka County, Minnesota depicted as Lot 3, Block 1 on the Preliminary Plat of COR ONE, Anoka County, Minnesota that the City approved on November 23, 2010 (the "Land"). As used in this Agreement the term "Property" means the Land and all hereditaments and appurtenances to the Land including but not limited to the easements described in this Section 3. There are currently no improvements located on the Land. The Parties do not contemplate the conveyance of any personal property pursuant to this Agreement. At or before the Closing, Seller and the City will record an amendment to the Parking Improvement Use and Maintenance Agreement dated February 28, 2005 and recorded in the office of the Anoka County Recorder and the office of the Anoka County Registrar of Titles on March 16, 2005 as Document Nos. 1973660.001 (Abstract) and 482124.002(Torrens) (the "PUMA") to:

- a. subject the Parking Ramp Addition, as defined in Section 11(c)(iii), to the terms of the PUMA, subject to the exclusive easement described in subsection b;
- b. grant the owner of the Land an exclusive, appurtenant easement for vehicular parking purposes over the portion of the Parking Ramp, as defined in Section 11(c)(iii), that is depicted on the attached Exhibit C (the "F & C Exclusive Easement Area."). The F & C Exclusive Easement Area must be sufficient in size to allow for

striping of 275 parking stalls which number shall include required handicapped accessible stalls.

c. grant the owner of the Land a non-exclusive, appurtenant easement to use an additional 25 parking spaces in the Parking Ramp, (other than parking spaces that are subject to exclusive easements or other exclusive use rights in favor of the owners of other properties subject to the PUMA);

d. grant the owner of the Land a non-exclusive, appurtenant easement for pedestrian access between the Land and the F & C Exclusive Easement Area; and

e. grant the owner of the Land a non-exclusive, appurtenant easement for vehicular access between the adjacent public rights of way and the F & C Exclusive Easement Area.

In addition, the City must, at or before the Closing, adopt an amendment to the "Parking Plan," as defined in the PUMA to allocate not less 25 parking stalls in the Parking Ramp (other than parking spaces that are subject to exclusive easements or other exclusive use rights in favor of the owners of other properties subject to the Puma) to the Land. Parking stalls other than handicapped accessible stalls must be at least 9 feet by 18 feet in size.

4. **Purchase and Sale.** Seller agrees to sell the Property to Buyer pursuant to the terms of this Agreement, and Buyer agrees to purchase the Property from Seller pursuant to the terms of this Agreement.

5. **Purchase Price.** The purchase price of the Property is \$250,000.00 (the "Purchase Price").

6. **Closing.** Seller and Buyer must meet at Ramsey Municipal Center, 7550 Sunwood Drive, Ramsey, Minnesota at 9:30 a.m. on April 29, 2011 (the "Date of Closing") at which time the Parties will perform the obligations set forth in this Section 6 (the "Closing"). At Closing:

a. Seller and the City must provide Commercial Partners Title, LLC ("Title") with a recorded copy of or a recordable original of the amendment to the PUMA that is described in Section 3 and a recorded copy of or a recordable original of the final plat of COR ONE, Anoka County, Minnesota. Seller must pay all fees and charges payable to the City of Ramsey pursuant to Chapter 117 of the City's Ordinances in connection with the City's approval of the plat of CORE ONE. Those fees are specifically identified on Exhibit G of the Development Agreement;

b. Seller must:

i Deliver to Buyer a certified copy of a Resolution of Seller's board of commissioners authorizing the execution of this Agreement and the performance of Seller's obligations under this Agreement;

- ii Deliver to Buyer a duly executed and acknowledged Limited Warranty Deed conveying title to the Land from Seller to Buyer, subject to the following "Permitted Encumbrances:"
- (A) Building, zoning and subdivision statutes, laws, ordinances and regulations;
 - (B) Reservations of minerals or of mineral rights in favor of the State of Minnesota, if any;
 - (C) The lien of real estate taxes and special assessments not yet due and payable;
 - (D) Any dedicated drainage and utility easements shown on the Plat of COR ONE;
 - (E) The reservation of a right of reverter in favor of Seller. The Right of Reverter shall provide that if Buyer fails to commence construction of the "Minimum Improvements" on or before the "Commencement Date" or to substantially complete the construction of the "Minimum Improvements" in accordance with the "Final Construction Plans" on or before the "Completion Date," as those terms are defined in the Development Agreement, and as the same may be extended as a result of an Unavoidable Delay pursuant to Section 5.4 of the Development Agreement, or if the holder of a "Construction Mortgage," as defined in the Development Agreement, commences proceedings to foreclose the Construction Mortgage prior to Buyer's substantial completion of the Minimum Improvements, Seller may commence an action in Anoka County District Court seeking an order re-vesting title to the Development Property in Seller and granting Seller immediate possession of the Development Property. Buyer is deemed to have commenced construction when Buyer has: (a) obtained all building permits from the City necessary for the construction of the "Minimum Improvements," as defined in the Development Agreement, on the Property which work would constitute "the actual and visible beginning of improvement on the ground," as that phrase is used in Minnesota Statutes, Section 514.05 and interrupted by the Minnesota Courts. Seller will subject Seller's future interest in the Property pursuant to the Right of Reverter to the lien of any Construction Mortgage provided the holder of the Construction Mortgage acknowledges, in writing both for itself and any successor's in title to the Construction Mortgage, that if Seller obtains a District

Court Order re-vesting title to the Property in Seller prior a foreclosure of the Construction Mortgage and expiration of the redemption period provided for in Minnesota Statutes Sections 580 and 581, as applicable, Seller shall be entitled to redeem the Property from foreclosure, as an owner.

- (F) A Declaration of Easement declaring or a reservation in the Limited Warranty Deed reserving an exclusive easement over a portion of the Land for public vehicular and pedestrian ingress and egress between Lot 2, Block 1, COR ONE, Anoka County, Minnesota and Sunwood Drive for the benefit of and as an appurtenance to Lot 2, Block 1, COR ONE, Anoka County, Minnesota;
- (G) The PUMA, as amended pursuant to Section 3;
- (H) A declaration of covenants, restrictions and easements that Seller may, at Seller's option, execute and record against title to the Property to establish an owner's association to perform certain obligations for the benefit of and to enforce certain covenants and restrictions, against the owners of the property subject to the declaration;
- (I) Any special service district ordinance that the City may, at the City's option, adopt pursuant to Minnesota Statutes Chapter 428(A) on or before the Date of Closing; and
- (J) All matters that become Permitted Encumbrances pursuant to Section 10.

- iii execute and deliver to Buyer and Title a Minnesota Uniform Conveyancing Blank Affidavit Regarding Business Entity evidencing the absence of bankruptcies, judgments, tax liens or corporate dissolution proceedings involving parties with the same or similar names as the Seller and evidencing the absence of mechanic's liens and the absence of known unrecorded interests, encroachments or boundary line questions affecting the Land;
- iv execute and deliver to Buyer a non-foreign affidavit in recordable form containing such information as is required under IRS Section 1445(b)(2) and any regulations relating thereto;
- v execute and deliver to the closing agent, Buyer or other appropriate party appropriate Federal Income Tax Reporting Forms; and
- vi pay or provide evidence of payment of the following: the State Deed Tax due upon the execution of the Limited Warranty Deed; the cost of the Title Commitment, as defined in Section 9(a), and

the Survey, as defined in Section 9(b); real estate taxes, levied special assessments, private assessments and special service district charges, if any, pursuant to the provisions of Section 7 below; and one-half of any reasonable and customary closing fees Title charges to conduct closing of this transaction.

c. Buyer shall:

- i Tender the Purchase Price to Seller in wire transferred funds; and
- ii Pay or provide evidence of payment of the following: real estate taxes, private assessments and special service district charges, if any, pursuant to the provisions of Section 7; the cost of recording the Limited Warranty Deed from Seller to Buyer; all premiums and other charges for any title insurance policies Buyer purchases for itself and its lender; all costs associated with Buyer's financing; and one-half of any reasonable and customary closing fees Title charges to conduct the closing of this transaction.

7. **Real Estate Taxes, Special Assessments and Owners Association Assessments.**

a. **Real Estate Taxes.** On or before the Date of Closing, Seller must pay the real estate taxes, if any, due and payable with respect to the Property in years prior to the year of Closing. In connection with recording the Plat, the Seller must pay all real estate taxes due and payable with respect to the Property in the year the Plat is recorded. Seller and Buyer must prorate the real estate taxes, if any, due and payable with respect to the Property in the year of Closing on a per diem basis as of the Date of Closing. If the Plat is recorded in the year of Closing, Buyer must reimburse Seller for Buyer's pro rata share of the real estate taxes paid by Seller in connection with the recording of the Plat.

b. **Special Assessments.** On or before the Date of Closing, Seller must pay all special assessments that are levied against the Property as of the Date of Closing.

c. **Private Assessments or Special Service District Charges.** If, before the Date of Closing, Seller records a declaration against the Land or establishes a special service district pursuant to Minnesota Statute Chapter 428A that includes the Land, Seller and Buyer must pro rate, as of the Date of Closing, any private assessments levied pursuant to the terms of the declaration or any service charges imposed against the Land pursuant to the terms of the ordinance establishing the special service district on a per diem basis to the Date of Closing.

8. **Possession.** Seller will deliver possession of the Property to Buyer at Closing.

9. **Evidence of Title.** Within twenty (20) days after the Effective Date, with respect to the Title Commitment (as defined below), and within thirty (30) days after the Effective Date, with respect to the Survey (as defined below), Seller must, at Seller's sole cost and expense, deliver the following to Buyer:

a. A current 2006 form ALTA title insurance commitment for the Property from Title, in its capacity as an agent for Old Republic National Title Insurance Company (the "Title Commitment"); and

b. A current ALTA/ACSM Land Title survey of the Land prepared by a surveyor registered under the laws of the state in which the Land is located. The survey must be certified to Buyer, Buyer's lender and Title, if any, and the certification language must be reasonably acceptable to Buyer and Title (the "Survey"; collectively with the Title Commitment, the "Evidence of Title"). The Survey will not depict the easements granted to the owner of the Land in the PUMA.

10. **Examination of Title.** Within ten (10) days of Buyer's receipt of the last item of the Evidence of Title or within ten (10) days of Buyer's discovery of a defect in the marketability of Seller's title to the Property which defect was not reasonably ascertainable from the Evidence of Title, Buyer may give Seller written notice of alleged defect(s) in the marketability of Seller's actual and record title to the Property and request that Seller make Seller's title marketable ("Objections"). The Existing Encumbrances may not serve as a basis for an Objection. Any defects in the marketability of Seller's title to the Property, including but not limited encumbrances of record as of the Effective Date, which Buyer does not object to, in writing, within the time period set forth above, will be deemed Permitted Encumbrances, and Seller may expressly exclude such Permitted Encumbrances from the Limited Warranty Deed described in Section 6(b)(ii). Within ten (10) days of Seller's receipt of Buyer's Objection(s), Seller must notify Buyer, in writing, what actions, if any, Seller will undertake to address each of Buyer's Objections. If Seller notifies Buyer that Seller will attempt to address Buyer's Objections, Seller will have until the date thirty (30) days before the Date of Closing to resolve the Objection so that it no longer constitutes a defect in the marketability of Seller's title. If (i) Seller notifies Buyer that Seller does not intend to take any actions to address one or more of Seller's Objections or that Seller intendeds to take actions that Buyer does not deem to be acceptable, (ii) Seller notifies Buyer that Seller intends to make Seller's title marketable but is unable to do so on or before the date thirty (30) days before the Date of Closing, or (iii) Seller fails to notify Buyer if it intends to make Seller's title marketable within the ten (10) day period provided for above, Buyer must either:

a. terminate this Agreement pursuant to the procedures set forth in Section 18 below;

b. notify Seller that Buyer waives Buyer's Objections. If Buyer waives Buyer's Objections, the matters giving rise to such Objections will be deemed a Permitted Encumbrances and the Parties must fully perform their obligations under this Agreement.

If Buyer does not notify Seller of Buyer's election to terminate this Agreement pursuant to subsection (a) above or waive Buyer's Objections pursuant to subsection (b) above within fifteen (15) days after the earlier of (i) the expiration of the ten (10) day period in which Seller must respond to Buyer's objections, if Seller fails to respond; (ii) Buyer's receipt of Seller's response, if Seller's response is not acceptable to Buyer; or (iii) the date thirty (30) days before the Date of Closing if Seller responds, Seller's response is acceptable to Buyer, but Seller is unable to make Seller's title marketable in a timely manner, this Agreement will automatically terminate, Buyer

must deliver an executed and recordable termination of purchase agreement or quit claim deed to the Property to Seller .

11. **Representations, Statutory Disclosures and Covenants of Seller and the City.**

a. **Representations of Seller.** Seller represents to Buyer that, as of the Effective Date:

- i Seller has the legal authority to enter into this Agreement and sell the Property.
- ii There are no actions, suits, proceedings or investigations pending or, to Seller's knowledge, threatened against the Property, including, without limitation, (A) condemnation or eminent domain claims, actions or proceedings, or (B) actions to seize any portion of the Property under any civil or criminal law authorizing seizure or forfeiture as a penalty for violation.
- iii To the best of Seller's actual knowledge, there are no tenants or other third parties in possession of any portion of the Land.
- iv Seller has not entered into any other contracts for the sale of the Property nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of this Agreement.
- v To the best of Seller's actual knowledge: there are no Hazardous Substances located on the Property, except as may be disclosed in the Phase I Environmental Site Assessment for Ramsey Town Center, Highway 10 and Ramsey Boulevard, NW, Ramsey, Minnesota dated April 27, 2007 (Delta Project No. 5A0703-198), prepared by Delta Environmental Consultants, Inc. for Minnwest Bank Central, a copy of which Seller has provided to Buyer (the "Environmental Report"); the Property is not subject to any liens or claims by government or regulatory agencies or third parties arising from the release or threatened release of Hazardous Substances in, on or about Property; and, except as may be disclosed in the Environmental Report, the Property has not been used in connection with the generation, disposal, storage, treatment or transportation of Hazardous Substance. For purposes of this Agreement, the term "Hazardous Substance" includes but is not limited to substances defined as "hazardous substances," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., and substances defined as "hazardous wastes," "hazardous substances," "pollutants, or contaminants" as defined in the Minnesota Environmental

Response and Liability Act, Minnesota Statutes, §115B.02. The term "hazardous substance" also includes asbestos, polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas useable for fuel (or mixtures of natural gas and synthetic gas).

b. Statutory Disclosures. As required by statute, Seller hereby represents to Buyer that, to the best of Seller's actual knowledge:

- i There are no wells located on the Land.
- ii There are no underground or above ground storage tanks of any size or type located on the Land.
- iii Sewage is not currently generated at the Property, and there are no abandoned individual sewage treatment systems located on the Land.
- iv Methamphetamine production has not occurred on the Land.

c. Covenants of Seller and the City.

- i From and after the Effective Date, Seller will not perform any grading or excavation on the Land, will not construct, remove or modify any improvements or landscaping on the Land, without Buyer's consent which consent Buyer may not unreasonably withhold, condition or delay.
- ii On or before the Date of Closing Seller will pay, in full, any persons who provide labor or materials towards the improvement of the Land at the request of Seller.
- iii On or before June 30, 2012, the City must substantially complete the construction of the approximately 200 stall addition (the "Parking Ramp Addition") to the existing municipal parking ramp that is located on Lot 1, Block, 1, RAMSEY TOWN CENTER 5TH ADDITION, Anoka County Minnesota (the "Existing Parking Ramp") that is described on the attached Exhibit A and complete the construction of the improvements to the Parking Ramp and the installation of the equipment, described on Exhibit B (the "F & C Parking Improvements"). If the City's completion of construction of the Parking Ramp Addition or the completion of the construction or installation of the F & C Parking Improvements, is delayed as a result of an Unavoidable Delay, as defined in the Development Agreement, the City gives the Buyer notice of the Unavoidable Delay within thirty (30) days after the onset of the Unavoidable Delay and the City uses all commercially reasonable

efforts to complete the construction of the Parking Ramp Addition and the construction and installation of the F & C Parking Improvements, as promptly as reasonably possible given the conditions causing the Unavoidable Delay, the completion date for the Parking Ramp Addition and the F & C Parking Improvements will be extended for a period of time equal to the duration of the condition causing the Unavoidable Delay plus a reasonable time for recovery and restoration following the cessation of such condition. As used herein, the term "Parking Ramp" means the Existing Parking Ramp and the Parking Ramp Addition.

- iv Seller will pay any commission or fee due to any agent Seller has engaged or subsequently engages in connection with the transactions described in this Agreement.

For purposes of Sections 11(a) and 11(b), the phrase "Seller's actual knowledge" means the actual knowledge of Mr. Kurt Ulrich, the City Administrator of the City of Ramsey. If, at any time prior to Closing, Seller acquires actual knowledge that a representations set forth in Section 11(a) or 11(b) is no longer accurate in some material respect, Seller will promptly notify Buyer. The representations and covenants set forth above will survive the Closing of this transaction and Seller's delivery of the Limited Warranty Deed to Buyer, but any action by Buyer alleging that (i) one or more of the representations set forth in Section 11(a) or 11(b) was inaccurate, when made; (ii) Seller failed to promptly notify Buyer after Seller acquired actual knowledge that a representation set forth in Sections 11(a) or 11(b) was no longer accurate in some material respect; or (iii) Seller breached one or more of the covenants set forth in Section 11(c), must be commenced within six (6) months after the Date of Closing by filing an action in Anoka County District Court or Buyer will be deemed to have waived any such claims.

12. **Representations and Covenants of Buyer.**

a. **Representations of Buyer.** Buyer represents to Seller that, as of the Effective Date:

- i Buyer is a corporation, duly organized pursuant to and in good standing under the laws of the State of Indiana; and
- ii The individual signing this Agreement on behalf of Buyer is fully authorized and empowered to sign this Agreement on Buyer's behalf.

b. **Covenants of Buyer.**

- i Buyer will pay any commission or fee due to any agent Buyer has engaged or subsequently engages in connection with the transactions described in this Agreement;

- ii Buyer will use commercially reasonable efforts to apply, in a timely manner, for and to obtain the "Permits" as defined in Section 14(e);
- iii Buyer will use commercially reasonable efforts to apply, in a timely manner, for and to obtain the third party financing described in Section 14(f);
- iv Buyer will reimburse the City for the cost of the F&C Parking Improvements pursuant to the procedures set forth in this Section 12(b)(iv). At any time after the City has incurred costs in connection with the construction or installation of F&C Parking Improvements, but no more often than once per month, the City may submit to Buyer invoices for costs the City has incurred and evidence that the City has paid those costs. Buyer must pay the City an amount equal to the sum of the submitted, paid invoices the City submits to Buyer, in wire transferred funds, within thirty (30) days of the City's submission of the invoices and evidence of payment; and
- v Buyer will cooperate with Seller in Seller's efforts to negotiate sewer access charges payable to the Metropolitan Council in connection with the Project including, but not limited to, providing Seller with information relating to the design and construction of the Minimum Improvements.

If, at any time prior to Closing, Buyer acquires actual knowledge that a representations set forth in Section 12(a) is no longer accurate in some material respect, Seller will promptly notify Seller. The representations and covenants set forth above will survive the Closing of this transaction and Seller's delivery of the Limited Warranty Deed to Buyer, but any action by Seller alleging that (i) one or more of the representations set forth in Section 12(a) was inaccurate, when made; (ii) Buyer failed to promptly notify Seller after Buyer acquired actual knowledge that a representation set forth in Sections 12(a) was no longer accurate in some material respect; or (iii) Buyer breached one or more of the covenants set forth in Section 12(b)(i) – (iii), must be commenced within six (6) months after the Date of Closing by filing an action in Anoka County District Court or Seller will be deemed to have waived any such claims. Any action by Seller alleging that Buyer's breached one or more of the covenants set forth in Section 12(b)(iv) must be commenced within six (6) months after the City's completion of the F & C Parking Improvements or Seller will be deemed to have waived any such claims.

13. **Inspections.** At all times prior to the Date of Closing, Buyer and its agents have the right, upon reasonable notice to Seller, to go upon the Land to inspect the Land and to determine the condition of the Land and the improvements located thereon, including specifically the presence or absence of hazardous substances, petroleum products and asbestos in, on, or about the Land. Buyer agrees to indemnify and defend Seller from and to hold Seller harmless against any and all claims, causes of action or expenses, including attorneys fees, relating to or arising from Buyer's presence on the Land prior to the Date of Closing. Buyer

agrees to repair any damage to the Land caused by such inspections and to return the Land to substantially the same condition as existed prior to Buyer's inspection. The obligations of Buyer under this Section 13 survive the termination of this Agreement. Buyer acknowledges that Buyer is purchasing the Land in reliance on Buyer's inspection of the Land pursuant to this Section 13 and on Buyer's judgment regarding the sufficiency of such inspections. Buyer is not relying on any written or oral representations, warranties or statements that Seller or Seller's Agents have made other than the representations of Seller set forth in Section 11.

14. **Buyer's Contingencies.** Buyer's obligations under this Agreement are contingent on:

a. Buyer's determination, in Buyer's sole discretion based on the information and inspections described in Section 14 above and any other information that Buyer deems relevant, that the geotechnical and environmental condition of the Land is acceptable to Buyer;

b. Buyer's determination, in Buyer's reasonable discretion, that the terms of the amendment to the PUMA that Seller and the City prepare pursuant to Section 3 is acceptable to Buyer;

c. Buyer's determination, in Buyer's reasonable discretion, that the terms of any private declaration of covenants, restrictions and easements that will constitute a Permitted Encumbrance pursuant to Section 6(b)(ii)(G) are acceptable to Buyer;

d. Buyer's determination, in Buyer's reasonable discretion, that the terms of any special service district ordinance that the City adopts before the Date of Closing in accordance with Minnesota Statutes Chapter 428A and that will constitute a Permitted Encumbrance pursuant to Section 6(b)(ii)(H) are acceptable to Buyer;

e. Buyer's acquisition of any rezoning, subdivision or other governmental approvals, variances, conditional use permits, or other federal, state or local approvals or permits necessary for Buyer's construction of Minimum Improvements, as defined in the Development Agreement, on the Land (collectively, the "Permits"); and

f. Buyer's acquisition of third party financing, which phrase includes the financing the City Loan the City is providing pursuant to the terms of the Development Agreement, to finance not less than 65% of Buyer's estimated cost of developing and constructing the Project.

g. Buyer's determination, in Buyer's reasonable discretion, that Seller will secure a stop on the North Star Commuter Rail Line and complete construction of a rail stop and station on or before July 1, 2012.

Buyer may exercise the contingency described in subsection (a) and terminate this Agreement pursuant to Section 18 on or before December 31, 2010. Buyer may exercise the contingency described in subsection (b) and terminate this Agreement pursuant to Section 18 on or before the date ten (10) business days after the date Seller or the City delivers the proposed amendment to the PUMA to Buyer for review. Buyer may exercise the contingency described in subsection (c)

and terminate this Agreement pursuant to Section 18 on or before the date ten (10) business days after the date Seller or the City delivers the proposed private declaration to Buyer for review. Buyer may exercise the contingency described in subsection (d) and terminate this Agreement pursuant to Section 18 on or before the date ten (10) business days after the date Seller or the City delivers the proposed special service district ordinance to Buyer for review. Buyer may exercise the contingency described in subsection (e) and terminate this Agreement pursuant to Section 18 on or before April 15, 2011. Buyer may exercise the contingency described in subsection (f) and terminate this Agreement pursuant to Section 18 on or before April 15, 2011. Buyer may exercise the contingency described in subsection (g) and terminate this Agreement pursuant to Section 18 on or before January 28, 2011. If Buyer does not exercise a contingency by giving Seller notice in accordance with Sections 18 on or before the date set forth above for the exercise of that contingency, that contingency terminates and Buyer may no longer terminate this Agreement based upon that contingency.

15. **Seller's and the City's Contingencies.** Seller's and the City's obligations under this Agreement are contingent on:

a. Buyer's providing Seller with evidence, reasonably acceptable to Seller, that Buyer has obtained all Permits necessary for the construction of the Minimum Improvements, as defined in the Development Agreement; and

b. Buyer's providing Seller with evidence, reasonably acceptable to Seller, that Buyer has obtained third party financing, which phrase includes the financing the City is providing pursuant to the terms of the Development Agreement, to finance Buyer's estimated cost of developing and constructing the Project.

c. Seller's determination, in Seller's reasonable discretion, that Seller will secure a stop on the North Star Commuter Rail Line and complete construction of a rail stop and station on or before July 1, 2012.

Seller may exercise the contingency described in subsection (a) and terminate this Agreement pursuant to Section 18 on or before the Date of Closing. Seller may exercise the contingency described in subsection (b) and terminate this Agreement pursuant to Section 18 on or before the Date of Closing. Seller may exercise the contingency described in subsection (c) and terminate this Agreement pursuant to Section 18 on or before January 28, 2011.

16. **Condemnation.** If a public or private entity with the power of eminent domain commences condemnation proceedings against all or any part of the Property, Seller must immediately notify Buyer, and either Seller or Buyer may, at Buyer's sole option, terminate this Agreement pursuant to Section 1 below. The Parties will have twenty (20) days from the effective date of Seller's notice to Buyer to exercise their termination right. If neither Party terminates this Agreement within said twenty (20) day period, the Parties must fully perform their obligations under this Agreement, with no reduction in the Purchase Price, and Seller must assign to Buyer, on the Date of Closing, all of Seller's right, title and interest in any award made or to be made in the condemnation proceedings. Seller may not designate counsel, appear or otherwise act with respect to any such condemnation proceedings without Buyer's prior written consent unless Buyer fails to respond within seven (7) days to a request for such written consent.

17. **Default.** If either Party defaults in the performance of any of the Party's obligations under this Agreement, the non-defaulting Party may, after written notice to the defaulting Party, suspend performance of its obligations under this Agreement, and the rights of the non-defaulting Party are as follows:

a. **Buyer's Default.** If Buyer defaults in the performance of any of Buyer's obligations under this Agreement or if one or more of the representations of Buyer in Section 12 is inaccurate as of the Effective Date, Seller and the City have the right to:

- i Seller may terminate this Agreement pursuant to Minnesota Statutes, Section 559.21
- ii Seller and the City may commence an action in a court of competent jurisdiction seeking a judgment terminating this Agreement and awarding damages to Seller. In any such action for damages, Seller's and the City's damages shall be limited to the recovery of amounts spent by Seller and the City in the planning, consideration, negotiation and documentation of this transaction and in the exercise of Seller's rights and the performance of Seller's obligations under this Agreement. In any such action, Seller may also recover Seller's reasonable attorneys' fees and costs; or
- iii initiate a civil action to compel Buyer's specific performance of Buyer's obligations under this Agreement provided that Seller commences the action within three (3) months of the date of Buyer's default. In any such action for specific performance, Seller may also recover Seller's attorneys fees and costs.

The remedies set forth in this Section 17(a) are Seller's and the City's sole and exclusive remedies in the event of Buyer's default or a misrepresentation by Buyer.

b. **Seller's Default.** If Seller defaults in the performance of any of Seller's obligations under this Agreement, Buyer may:

- i terminate this Agreement pursuant to Section 18, below,
- ii commence an action in a court of competent jurisdiction seeking a judgment terminating this Agreement and awarding damages to Buyer. In any such action for damages, Buyer's damages shall be limited to the recovery of amounts spent by Buyer in the planning, consideration, negotiation and documentation of this transaction and in the exercise of Buyer's rights and the performance of Seller's obligations under this Agreement. In any such action, Buyer may also recover Buyer's reasonable attorneys' fees and costs;; or
- iii initiate a civil action to compel Seller's and the City's specific performance of their Obligations under this Agreement provided

that Buyer commences such action within three (3) months of the date of the default. In any such action for specific performance, Buyer may also recover Buyer's attorneys fees and costs.

The remedies set forth in this Section 17(b) are Buyer's sole and exclusive remedies in the event of Seller's.

18. **Termination of this Agreement.** Sections 10, 12, 14, 16 and 17(b)(allow Buyer to terminate this Agreement under certain conditions. Sections 15 and 16 of this Agreement allows Seller to terminate this Agreement under certain conditions. The following procedures govern the Parties exercise of their termination rights (except that Seller's termination of this Agreement pursuant to Section 17(a) is governed by Minnesota Statutes Section 559.21 and not by this Section 18):

a. A Party intending to terminate this Agreement pursuant to one of the above-referenced Sections (the "Terminating Party") must notify the non-terminating Party (the "Non-Terminating Party"), in writing and in accordance with Section 21, of the Terminating Party's intent to terminate this Agreement.

b. The Terminating Party's notice must recite the Section of this Agreement that authorizes the Terminating Party's termination of this Agreement and must describe the facts and circumstances which the Terminating Party asserts justify termination under the referenced Section.

c. The Terminating Party's notice of termination will be effective as of the date the Terminating Party deposits the notice of termination with the United States Postal Service, with all necessary postage paid, for delivery to the Non-Terminating Party via certified mail, return receipt requested at the address set forth in Section 21. If the Terminating Party delivers a notice of termination in a different manner than described in the preceding sentence, the notice of termination will be effective as of the date the Non-Terminating Party actually receives the notice of termination. The Terminating Party must also mail a copy of the notice of termination to the Parties respective attorneys as provided for in Section 21 below.

d. If the Non-Terminating Party disputes the Terminating Party's right to terminate this Agreement, the Non-Terminating Party must so notify the Terminating Party, in writing, within five (5) business days of the Non-Terminating Party's receipt of the Terminating Party's notice of termination.

e. If the Non-Terminating Party does not dispute the Terminating Party's right to terminate the Agreement, Buyer must execute and delivery to Seller a recordable termination of this Agreement or quit claim deed conveying the Property to Seller.

f. If the Parties dispute the validity of an attempted termination of this Agreement, either Party may initiate a civil action in a court of competent jurisdiction to determine the status of this Agreement, and the Party that prevails in any such action is entitled to recover the costs and reasonable attorneys' fees which such Party incurs in the action from the non-prevailing Party.

19. **Survival.** The representations, warranties, covenants, agreements and indemnities set forth in this Agreement will remain operative and will survive Closing and the execution and delivery of the deed and will not be merged therein.

20. **Assignment.** The terms and conditions hereof are hereby made binding on the successors and assigns of both parties hereto. However, Buyer may not assign Buyer's rights or obligations under this Agreement to any third party without Seller's consent which consent Seller may grant or withhold in Seller's sole and absolute discretion. Notwithstanding the foregoing, Buyer may assign Buyer's rights and obligations under this Agreement to a limited liability company or other entity that Buyer controls or that Buyer's members control, subject to Seller's consent which consent Seller may not unreasonably withhold. Such an assignment will not relieve Buyer from liability for a default in the performance of Buyer's obligations under this Agreement.

21. **Notice.** Any notice to be given or served upon any party hereto in connection with this Agreement must be in writing, and delivered to the other parties (i) in person; (ii) by facsimile transmission (with confirmation of transmission available upon request from the non-sending party); (iii) by a nationally recognized overnight delivery service; or (iv) by certified mail, return receipt requested. If notice is given in person or via facsimile transmission, notice is deemed to have been given when personal delivery was received by the party or when the facsimile transmission was transmitted. If notice is given by a nationally recognized overnight delivery service, notice is deemed to have been given the day following delivery to the delivery service of such notice. If notice is given by certified mail, notice is deemed to have been given three (3) days after a certified letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail. Notices should be sent to the parties at the following addresses:

To Seller or the City: The City of Ramsey, Minnesota
Ramsey Municipal Center
7550 Sunwood Drive
Ramsey, Minnesota 55303
Attention: City Administrator

With a copy to: Thomas L. Bray
Briggs and Morgan, P.A.
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2157
Telephone: (612) 977-8650
Fax: (612) 977-8288
E-Mail: tbray@briggs.com

To Buyer: F&C Ramsey, LLC
8900 Keystone Crossing #1200
Indianapolis, IN 46240
Attn: David M. Flaherty
Telephone: (317) 816-9300
Fax: (317) 816-9301
E-Mail: dflaherty@flahertycollins.com

With a copy to: Barnes & Thornburg
11 S. Meridian St.
Indianapolis, IN 46204
Attn: Stephen Lee
Telephone: (317) 231-7200
Fax: (317) 231-7433
E-mail: stephen.lee@BTLaw.com

22. **Miscellaneous.**

a. **Entire Agreement.** This Agreement the Development Agreement and the other Agreements referenced in the Development Agreement embody the entire agreement between the Parties and cannot be varied, except by the written agreement of the parties. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties other than the Development Agreement.

b. **Attorneys' Fees; Costs; Venue.** If any legal action is commenced by any party to enforce any provision of this Agreement, the losing party will pay to the prevailing party all actual expenses, including reasonable costs and attorney's fees, incurred by the prevailing party. The prevailing party is the party who receives substantially the relief sought, whether by judgment, summary judgment, dismissal, settlement or otherwise. Venue is proper in the county in which the Property is located.

c. **Counterparts.** This Agreement may be executed in several original counterparts, each of which and all together will constitute this Agreement in its entirety. A counterpart of this Agreement or any amendment thereto executed by a party and delivered to the other party via telecopier will be construed as a legally binding signature. Without delay, the sending party should deliver an original, signed counterpart to the other party.

d. **Headings.** The headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation hereof.

e. **Exhibits.** The Exhibits attached to this Agreement are incorporated into and are a part of this Agreement.

f. **Dates.** Time is of the essence with respect to this Agreement. If the final day of a period or date of performance under this Agreement falls on a Saturday, Sunday

or legal holiday, then the final day of the period or the date of performance will be deemed to fall on the next day that is not a Saturday, Sunday or legal holiday.

g. Enforceability. If any provision of this Agreement is adjudged to be invalid or unenforceable by a court of competent jurisdiction, this Agreement should be construed as if such invalid or unenforceable provision had not been inserted herein and should not affect the validity or enforceability of the remainder of this Agreement.

h. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns. Furthermore, nothing in this Agreement is intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over or against any party to this Agreement.

i. No Partnership. Nothing contained herein and no act by Buyer or Seller in the performances of, or in any way related to, this Agreement should be construed to create or evidence in any manner any employment, partnership, agency or joint venture relationship between the parties hereto. Buyer and Seller represent and acknowledge that it is their mutual intention that the sole relationship created between them by this Agreement is that of vendor and purchaser.

j. Construction. All of the parties to this Agreement have participated freely in the negotiations and preparation hereof. Accordingly, this Agreement should not be construed more strictly against any one of the parties.

k. Waiver. Failure of either Buyer or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, will not constitute a waiver of Buyer's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

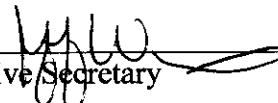
l. Choice of Law. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

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SELLER:

**THE HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
RAMSEY, MINNESOTA, A PUBLIC BODY
POLITIC AND CORPORATE UNDER THE
LAWS OF THE STATE OF MINNESOTA**

By: _____
Its: Chair

By: _____
Its: Executive Secretary

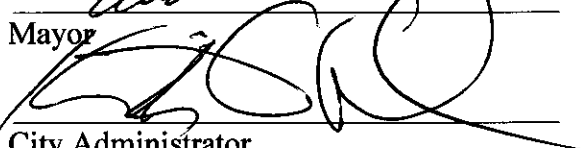
Signature Date: 1/31/11

(Separate Signature Page to Purchase Agreement)

CITY

**THE CITY OF RAMSEY, MINNESOTA, A
HOME RULE CHARTER CITY ORGANIZED
AND EXISTING UNDER THE
CONSTITUTION AND THE LAWS OF THE
STATE OF MINNESOTA**

By: 
Its: Mayor

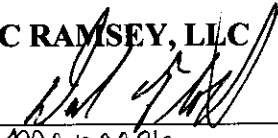
By: 
Its: City Administrator

Signature Date: 1 | 31 | 2011

(Separate Signature Page to Purchase Agreement)

BUYER:

F & C RAMSEY, LLC

By: _____

Its: Manager_____

Signature Date: 1-25-11_____

(Separate Signature Page to Purchase Agreement)

EXHIBIT A

(Parking Ramp Addition)

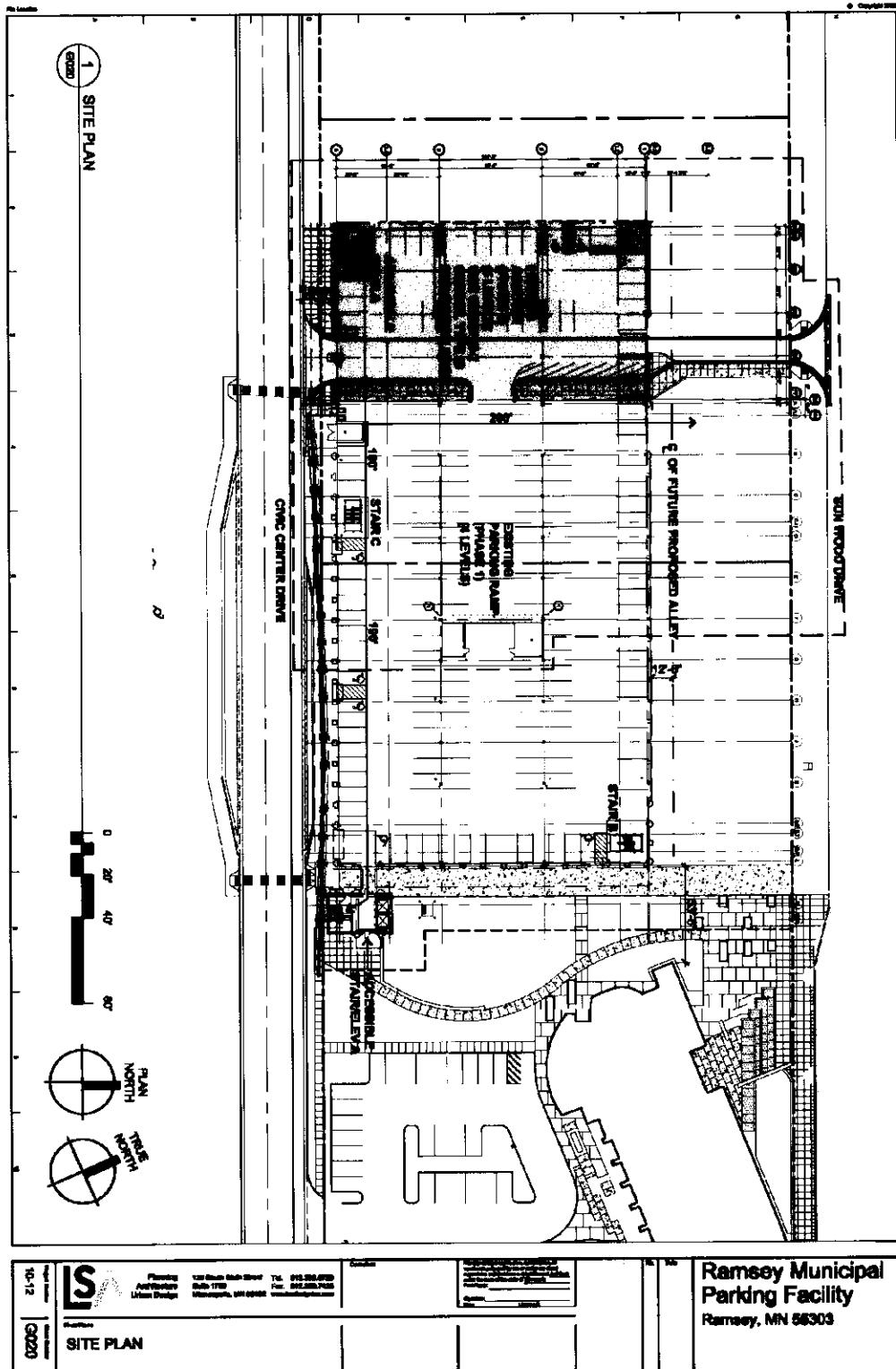


EXHIBIT B

**(F&C Parking Improvements)
Way finding and stall designation signage**

EXHIBIT B-1

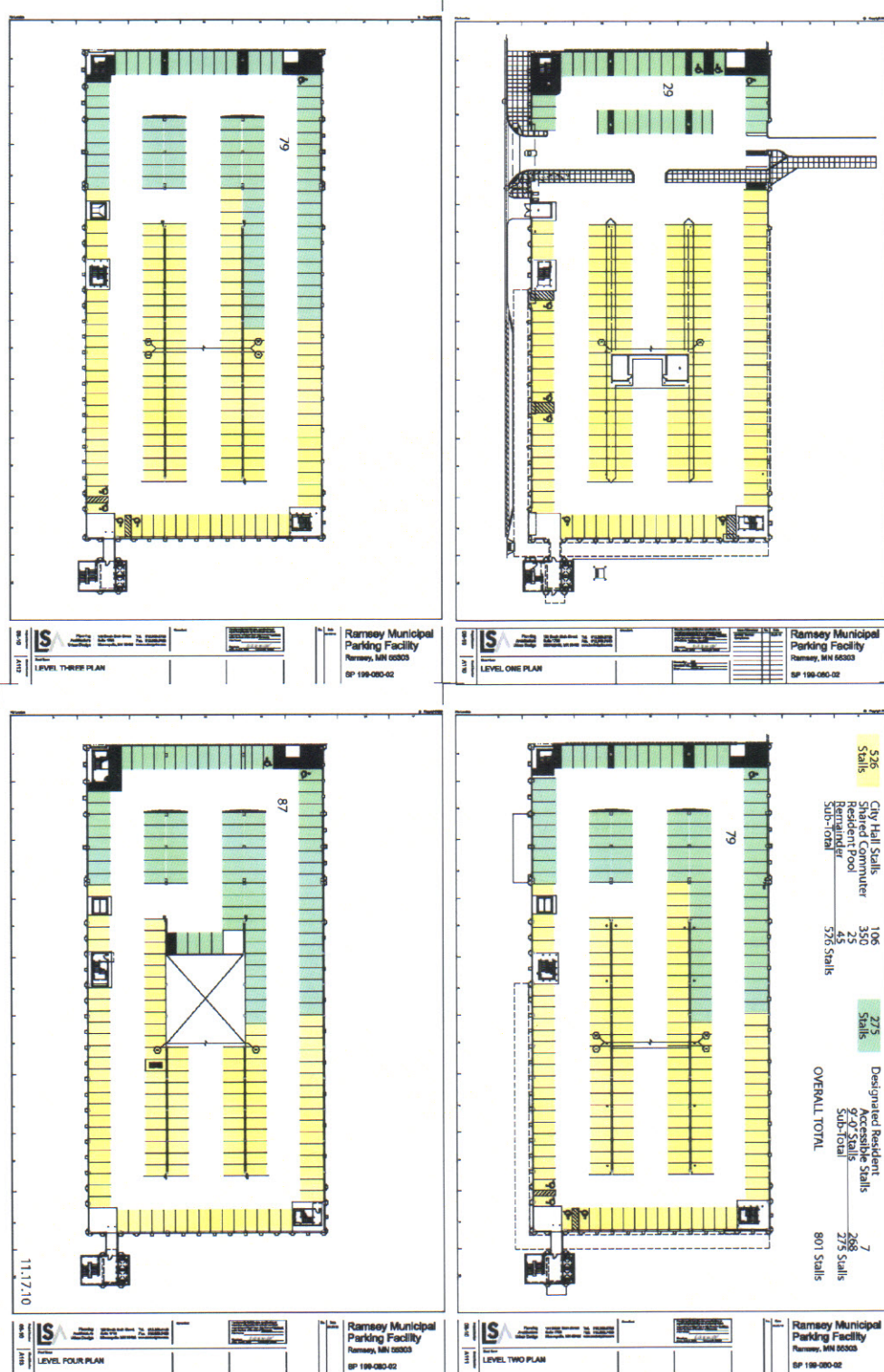
DESCRIPTION OF THE ADDITIONAL PARKING IMPROVEMENTS

Way Finding and Stall Designation Signage

1. Way finding signs to indicate the location of reserved residential parking. The location and design of way finding signs to be prepared by Developer in a timely fashion and submitted to City for approval.
2. Stall designation signage to be located at each of the reserved residential stalls. The location and design of stall designation signs to be prepared by Developer in a timely fashion and submitted to City for approval.

EXHIBIT C

(Depiction of the F & C Exclusive Easement Area)



DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE
CITY OF RAMSEY, MINNESOTA,

THE CITY OF RAMSEY, MINNESOTA

AND

F & C RAMSEY, LLC

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DEVELOPMENT AGREEMENT

The parties to this Development Agreement are The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota a public body politic and corporate under the laws of the State of Minnesota (the "HRA"); the City of Ramsey, Minnesota (the "City"), a home rule charter city organized and existing under the constitution and laws of the State of Minnesota and F & C Ramsey, LLC, an Indiana limited liability company ("Developer"). This Development Agreement is dated, for reference purposes, and is effective as of January 31, 2011 (the "Effective Date").

ARTICLE I

RECITALS

WHEREAS, the HRA owns the Development Property.

WHEREAS, the Development Property is located in the Development District. The City established the Development District on August 27, 1985 pursuant to Minnesota Statutes, Sections 469.124 through 469.134. The City adopted the Development Program for the Development District on August 27, 1985, and the City has amended it from time to time. The most recent amendments to the Development Program were adopted on or about January 23, 2007.

WHEREAS, Developer wants to acquire the Development Property from the HRA and develop and operate the Development Property, but Developer has determined that it cannot acquire the Development Property and develop the Project without financial assistance from the City and the HRA.

WHEREAS, the HRA and the City are entering into this Development Agreement with Developer to further the objectives of the Development Program and, particularly, to make the Development Property available for development by private enterprise in conformance with the Development Program.

WHEREAS, the City believes that the Project and the fulfillment of this Agreement are in the best interests of the City and further the health, safety, morals and welfare of residents of the City and that the Project has been undertaken and is being assisted in accordance with a public purpose and the provisions of the applicable state and local laws and requirements.

ARTICLE II

DEFINITIONS

Section 2.1 Definitions. Capitalized word and phrases used in this Development Agreement have the following meanings:

Affiliate means a natural person, corporation, limited liability company, partnership or limited partnership that controls Developer, is controlled by Developer or is controlled by the same individuals and entities that control Developer. A person or entity "controls" an entity if the person or entity, directly or indirectly or acting in or through one or more subsidiaries, owns, controls or holds with power to vote, more than 50 percent of the voting interest in the entity. An entity is "controlled by" a person or entity if that person or entity, directly or indirectly or acting in or through one or more subsidiaries, owns, controls or holds with power to vote, more than 50 percent of the voting interests in the entity. Control does not exist if the powers described in this subsection are held solely as a security interest and have not been exercised;

Agreement means this Development Agreement, as the same may be modified, amended or supplemented from time to time;

Assessment Agreement means an Assessment Agreement pursuant to Minnesota Statutes, Section 469.177, Subd. 8 specifying minimum market values for the Development Property as of January 2, 2012 and each January 2 thereafter through and including January 2, 2037 which minimum market values will be used for the calculation of real property taxes due and payable with respect to the Development Property. The form of Assessment Agreement is attached as Exhibit F;

Business Day means any day other than a Saturday, Sunday or a state or federal holiday that financial institutions or post offices in the state of Minnesota close to observe;

Certificate of Completion means a certificate in the form attached as Exhibit A;

City means the City of Ramsey, Minnesota;

City Loan means the \$1,420,000.00 loan the City makes to Developer pursuant to Article VIII;

City Loan Agreement means the loan agreement between the City and Developer which establishes the City's obligation to make the City Loan to Developer. The form of the City Loan Agreement is attached as Exhibit C;

City Note means the \$1,420,000.00 Promissory Note that Developer executes and delivers to the City to evidence Developer's obligation to repay the City Loan. The form of the City Note is attached as Exhibit D;

Commencement Date means June 30, 2011;

Completion Date means June 30, 2013;

Construction Loan. means a loan that (1) a third party makes to a Developer to (a) finance costs Developer incurs to acquire the Development Property and to construct the Minimum Improvements or (b) refinance a prior Construction Loan (including, but not limited to, Developer's so called "permanent" financing); and (2) is secured by a mortgage on the Development Property that has priority over any other mortgages on the Development Property;

Construction Mortgage means the first lien mortgage on the Development Property that Developer grants to a third party to secure the repayment of a Construction Loan;

Construction Plans means the plans, specifications, drawings and related documents for the Minimum Improvements;

County means Anoka County, Minnesota;

Developer means F & C Ramsey, LLC, an Indiana limited liability company and any successor in title to all or any portion of the Development Property;

Development District means the City's Development District No. 1;

Development Fees means the fees and charges payable to the City pursuant to Chapter 117 of the City's Ordinances in connection with City's approval of the plat of COR ONE. The "Development Fees" are specifically identified on Exhibit G;

Development Program means the development program the City has approved for the Development District;

Development Property means the portion of Lot 1, Block 1, Lot 2, Block 1 and Outlot A, RAMSEY TOWN CENTER 5TH ADDITION, Anoka County, Minnesota depicted as Lot 3, Block 1 on the Preliminary Plat of COR ONE, Anoka County, Minnesota that the City approved on November 23, 2010 and all improvements constructed thereon;

Eligible Costs means the actual cost of performing the activities, constructing the improvements, and paying the fees listed on the attached Exhibit J and the cost of any other excavation, grading, footings, foundations, filling, landscaping, sod, lawn sprinklers, outdoor lighting, fencing, curb and gutter, site concrete, utility improvements and extensions, and access and parking preparations to be constructed or undertaken by Developer on the Development Property;

Event of Default means any of the events described in Section 14.1;

Existing Parking Ramp means the approximately 590 stall public parking ramp located at 7650 Sunwood Drive, Ramsey, Minnesota;

Final Construction Plans means the Construction Plans that the City has approved pursuant to Section 5.3;

Guarantor means Flaherty & Collins Construction, Inc., an Indiana Corporation;

Guaranty means the guaranty that the Guarantor executes in favor of the City to provide security for the performance of Developer's obligations under the City Note. The form of Guaranty is attached as Exhibit E;

HRA means The Housing and Redevelopment Authority in and for the city of Ramsey, Minnesota, a public body politic incorporated under the laws of the State of Minnesota;

Minimum Improvements means the improvements described on Exhibit I until the City approves the Construction Plans and means the improvements described and depicted on the Final Construction Plans, after the City approves the Construction Plans;

Net Cash Flow means, for any calendar year, Net Operating Income for that calendar year less the scheduled debt service payments due on the Construction Loan in that calendar year and less reasonable contributions to replacement reserves;

Net Operating Income. means, for any calendar year, all income Developer derives from the Development Property, including, but not limited to rents received from the rental of residential apartments, parking stalls or non-residential space, in the Development Property less Operating Expenses actually incurred in that calendar year;

Operating Expenses. means the reasonable and customary expenses Developer incurs to operate and maintain the Development Property. Operating Expenses do not include (i) debt service payments on any loans to Developer; (ii) expenses Developer incurs to make improvements, repairs or replacements to the Development Property, the cost of which Developer is obligated to capitalize rather than expense under generally accepted accounting principles, consistently applied; or contributions to replacement reserves;

Parking Improvement Use and Maintenance Agreement means the Parking Improvement Use and Maintenance Agreement dated February 28, 2005 and recorded in the offices of the Anoka County Recorder and the Anoka County Registrar of Titles on March 16, 2005 as Document Nos. 1973660.001 (Abstract) and 482124.002 (Torrens);

Parking Ramp Addition means an approximately 200 stall addition to the Existing Parking Ramp;

Parking Ramp means the Existing Parking Ramp and the Parking Ramp Addition which will be located on the Parking Ramp Property;

Parking Ramp Property means the portion of Lot 1, Block 1, RAMSEY TOWN CENTER 5TH ADDITION, Anoka County, Minnesota depicted as Lot 2, Block 1, COR ONE, Ramsey County, Minnesota;

Purchase Agreement means the Purchase Agreement between the HRA and Developer of even date herewith that sets forth the terms and conditions under which the HRA will convey the Development Property to Developer and will amend the Parking Improvement Use and Maintenance Agreement to create easements over portions of the Parking Ramp Property that are appurtenant to the Development Property and that give the owner of the Development Property easements for (i) the exclusive use of 275, 9' x 18' parking stalls in the Parking Ramp (which includes any larger, handicapped accessible stalls required for the Project); (ii) the non-exclusive use of 25 other parking stalls in the Parking Ramp and (iii) related rights of vehicular and pedestrian ingress and egress. The Parking Improvement Use and Maintenance Agreements allocates the parking stalls in the Parking Ramp (other than parking stalls that are subject to exclusive easements) among the parcels that are subject to the Parking Improvement Use and Maintenance Agreement for purposes of satisfaction of municipal parking requirements. The amended Parking Improvement Use and Maintenance Agreement will allocate 25 of the non-

exclusive use parking stalls in the Parking Ramp to the Development Property for purposes of satisfying municipal parking requirements.

Project means Developer's acquisition of the Development Property and construction of the Minimum Improvements in accordance with the terms of this Agreement;

Sale of the Development Property means a voluntary or involuntary conveyance of all or any undivided interest in Developer's fee title to all or any material portion of the Development Property to an entity other than an Affiliate; a lease of all or any material portion of the Development Property to an entity other than an Affiliate for a term (including any rights to renew or extend) that exceeds twenty (20) years; or a voluntary or involuntary transfer of any membership interests in Developer to an entity other than an Affiliate;

State means the State of Minnesota;

Tax Increments means 85% of the tax increments derived from the Development Property, as determined by the City in its sole discretion, which have been received and retained by the City in accordance with the provisions of Minnesota Statutes Section 469.177;

Tax Increment Act means the Tax Increment Financing Act, Minnesota Statutes, Sections 469.174 through 469.1799, as amended;

Tax Increment District means a tax increment financing district, as defined in the Tax Increment Act, that the City proposes to establish as described in Section 6.1;

Tax Increment Financing Plan means the plan for the Tax Increment District that the City adopts, by resolution, if and when the City establishes the Tax Increment District;

Termination Date means the earlier of (i) the date Developer has completed construction of the Minimum Improvements; Developer has repaid the City Loan in full; and the City has paid the TIF Note in full or (ii) February 1, 2039;

TIF Note means the \$2,000,000.00 Tax Increment Revenue Note in the form attached as Exhibit B;

TIF Note Payment Date means August 1, 2013, February 1, 2014 and each August 1 and February 1 thereafter through and including February 1, 2039; provided, that if any such TIF Note Payment Date is not a Business Day, the TIF Note Payment Date is the next succeeding Business Day; and

Unavoidable Delay means a delay in Developer's commencement or completion of the Minimum Improvements that is the direct result of an act of God, other than weather related conditions or events that are reasonably foreseeable both in terms of the likelihood of their occurrence and their severity; war, riots, or civil disorder; labor strikes or labor shortages; shortages of necessary materials; or litigation commenced by third parties that, either by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.1 Representations and Warranties of the City and the HRA. The City and the HRA make the following representations and warranties:

(a) The City represents and warrants that the City is a municipal corporation and political subdivision organized under the provisions of the constitution and laws of the State of Minnesota and has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The City represents and warrants that the development of the Development Property contemplated in this Agreement conforms with the development objectives of the Development Program.

(c) The HRA represents and warrants that the HRA is a body politic and corporate under the laws of the State of Minnesota and has the power to enter into this Agreement and carry out its obligations hereunder.

(d) The HRA represents and warrants that at a public hearing held on December 14, 2010 after published notice, the HRA's Board approved this Development Agreement and approved the HRA's conveyance of the Development Property to Developer pursuant to this Development Agreement and without public bidding, all as required by Minnesota Statutes Section 469.029, Subd. 2.

Section 3.2 Representations, Warranties and Covenants of Developer. Developer makes the following representations, warranties and covenants:

(a) Developer represents and warrants that it is a limited liability company organized, validly existing and in good standing under the laws of the State of Indiana, that it has the power to enter into this Agreement and to perform its obligations hereunder and by entering into and performing its obligations under this Agreement Developer will not be in violation of the its articles or bylaws.

(b) Developer represents that Developer would not undertake the Project and in Developer's opinion, the Project would not be economically feasible within the reasonably foreseeable future without the assistance and benefit provided for in this Agreement.

(c) Developer represents and warrants that neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(d) Developer agrees that Developer will cooperate fully with the City and the HRA with respect to any litigation a third party may commence with respect to the Development Property; provided, however, that Developer shall not be obligated to settle any litigation to which it is a party unless it approves such settlement in its sole discretion. This covenant shall survive the termination of this Agreement.

(e) Developer agrees that Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

ARTICLE IV

PURCHASE AGREEMENT

Section 4.1 Purchase Agreement. The HRA and Developer are executing the Purchase Agreement and delivering it to one another contemporaneously with the execution and delivery of this Agreement.

Section 4.2 Relationship Between this Agreement and the Purchase Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of this Agreement control. If the HRA or Developer terminate the Purchase Agreement, this Agreement automatically terminates except as to terms and provisions that this Agreement expressly states survive termination. The Purchase Agreement provides that if the City, HRA or Developer terminate this Agreement, the Purchase Agreement automatically terminates except as to terms and provisions that the Purchase Agreement expressly states survive termination.

Section 4.3 Right of Reverter. The Purchase Agreement provides for the HRA's conveyance of the Development Property to Developer subject to a right of reverter. The Right of Reverter shall provide that (a) if the Developer fails to commence construction of the Minimum Improvements on or before the Commencement Date, as the same may be extended pursuant to Section 5.4 as a result of an Unavoidable Delay; (b) if Developer fails to substantially complete the construction of the Minimum Improvements in accordance with the Final Construction Plans on or before the Completion Date, as the same may be extended pursuant to Section 5.4 as a result of an Unavoidable Delay; or (c) if the holder of a Construction Mortgage commences proceedings to foreclose the Construction Mortgage prior to Developer's substantial completion of the Minimum Improvements, the HRA may commence an action in Anoka County District Court seeking an order that re-vests title to the Development Property in the HRA and grants the HRA immediate possession of the Development Property. In the Purchase Agreement, the HRA agrees that the HRA will subject the HRA's interest in the Development Property pursuant to the Right of Reverter to the lien of any Construction Mortgage provided the holder of the Construction Mortgage acknowledges, in writing, that if the Construction Mortgage is foreclosed and if the HRA obtains a District Court Order re-vesting title to the Development Property in the HRA, the HRA shall be entitled to redeem the Development Property from foreclosure, as an owner, pursuant to Minnesota Statutes Sections 580 or 581, as applicable.

ARTICLE V

DEVELOPER'S CONSTRUCTION OF THE MINIMUM IMPROVEMENTS

Section 5.1 Required Approvals. Developer must obtain, in a timely manner, any governmental permits, licenses, approvals, consents or authorizations that are legally required in connection with the construction of the Minimum Improvements.

Section 5.2 Submission of Construction Plans. Developer must submit Construction Plans to the City for review and approval or disapproval on or before April 1, 2011. The Construction Plans must (a) provide for the construction of the Minimum Improvements on the Development Property and (b) must include at least the following: (1) a site plan; (2) a foundation plan; (3) a basement plan; (4) a floor plan for each floor; (5) cross sections of each floor (length and width); (6) elevations (all sides); (7) grading and drainage plans; and (8) a landscape plan.

Section 5.3 Review of the Construction Plans. The City must approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations; (c) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (d) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 5.3 constitutes approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, zoning or other ordinances or regulations of the City. If the City rejects the Construction Plans the City must notify Developer, in writing, within thirty (30) days after Developer's submission of Construction Plans that satisfy the requirements of Section 5.2 or the City shall be deemed to have been approved the Construction Plans as submitted. If the City notifies Developer that the City is rejecting the Construction Plans, the notice must include a written statement specifying the respects in which the Construction Plans submitted by Developer fail to conform to the requirements of this Section 5.3. If the City rejects the Construction Plans in whole or in part, Developer must submit new or corrected Construction Plans within thirty (30) days after Developer's receipt of the City's rejection notice. The provisions of this Section 5.3 relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the City approves the Construction Plans; provided, however, Developer may not commence construction of the Minimum Improvements until the City has approved or is deemed to have approved the Construction Plans. Approval of the Construction Plans by the City shall not relieve Developer of any obligation to comply with the terms and provisions of this Agreement or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall the City's approval of the Construction Plans constitute a waiver of any Event of Default. If Developer desires to make any material modification to the scope, size, appearance, value or use of the Minimum Improvements or to the Final Construction Plans after the City has approved the Construction Plans and before Developer has substantially completed the Minimum Improvements, Developer must submit a description of the proposed modification(s) and revised Construction Plans showing the proposed modification(s) to the City for its approval. If such material change in the Construction Plans conforms to the approval criteria listed in this Section 5.3 with respect to the original

Construction Plans, the revised Construction Plans shall be deemed approved unless the City notifies Developer that the City rejects the revised Construction Plans in writing within thirty (30) days after submission. If Developer desires to make any change which does not materially modify the scope, size, appearance, value or use of the Minimum Improvements, Developer is not obligated to resubmit the Construction Plans to the City for approval.

Section 5.4 Commencement and Completion of Construction of the Minimum Improvements. Developer must commence construction of the Minimum Improvements on or before the Commencement Date. The Developer is deemed to have commenced construction when the Developer has: (a) obtained all building permits from the City of Ramsey necessary for the construction of the Minimum Improvements; and (b) commenced work relating to the construction of the Minimum Improvements on the Development Property which work would constitute "the actual and visible beginning of the improvement on the ground," as that phrase is used in Minnesota Statutes, Section 514.05 and interpreted by the Minnesota Courts. Developer must substantially complete the construction of the Minimum Improvements in accordance with the Final Construction Plans on or before the Completion Date. For purposes of this Agreement, the Minimum Improvements are substantially complete when they are eligible to receive a certificate of occupancy from the City. If Developer's commencement or completion of construction of the Minimum Improvements is delayed as a result of an Unavoidable Delay, Developer gives the City and the HRA notice of the Unavoidable Delay within thirty (30) days after the onset of the Unavoidable Delay and Developer uses all commercially reasonable efforts to commence and complete the construction of the Minimum Improvements as promptly as reasonably possible given the conditions causing the Unavoidable Delay, the Commencement Date and the Completion Date will be extend for a period of time equal to the duration of the condition causing the Unavoidable Delay plus a reasonable time for recovery and restoration following the cessation of such condition.

Section 5.5 Certificate of Completion. Developer shall notify the City when Developer has substantially completed construction of the Minimum Improvements. If the City determines that the Minimum Improvements have been constructed in substantial conformity with the Final Construction Plans and all uniformly applied local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations), the City shall furnish to Developer a Certificate of Completion. Such Certificate of Completion shall be a conclusive determination of satisfaction and termination of Developer's obligation to construct the Minimum Improvements as set forth in Section 5.4. If Developer has completed the Minimum Improvements on or before the Completion Date, as the same may be extended pursuant to Section 5.4, the HRA will expressly acknowledge and agree in the Certificate of Completion that Developer has satisfied the conditions subsequent described in the Right of Reverter and that the Right of Reverter is terminated and is of no further force or effect.

ARTICLE VI

ESTABLISHMENT OF THE TAX INCREMENT DISTRICT

Section 6.1 Establishment of the Tax Increment District. The City proposes to create, approve and adopt a tax increment plan and a tax increment financing district that includes the

Development Property and that qualifies as a redevelopment district under the Tax Increment Act. The City is not obligated to create, approve and adopt the Tax Increment Plan the Tax Increment District and creation of the Tax Increment District is subject to all requirements of Minnesota law.

Section 6.2 Termination Right if TIF District Not Established. If the City has not created, adopted and approved the Tax Increment Plan and the Tax Increment District on or before February 1, 2011, any party may terminate this Agreement by written notice to the other two parties; provided, however, that if the City creates, approves and adopts the Tax Increment Plan and the Tax Increment District after February 1, 2011 but before a party exercises the termination right set forth in this Section 6.2, the termination right expires and the parties may not, thereafter, terminate this Agreement pursuant to this Section 6.2.

ARTICLE VII

TIF FINANCING

Section 7.1 Reimbursement. If, and only if, the City creates, adopts and approves the Tax Increment Plan and Tax Increment District as contemplated in Section 6.1, the City shall issue the TIF Note to reimburse Developer for the lesser of

- (a) \$2,000,000.00; or
- (b) the sum of all Eligible Costs Developer actually incurs and pays.

Section 7.2 Issuance of the TIF Note. If, and only if, (a) the City creates, adopts and approves the Tax Increment Plan and Tax Increment District as contemplated in Section 6.1 and (b) Developer (i) acquires the Development Property, (ii) substantially completes the Minimum Improvements, (iii) notifies the City that Developer has substantially completed the Minimum Improvements and is entitled to receive the Certificate of Completion described in Section 5.5; (iv) submits to the City invoices showing the Eligible Costs Developer actually incurred and for which Developer is seeking reimbursement; (v) submits to the City evidence, reasonable acceptable to the City, that Developer paid those invoices from a source or sources other than the proceeds of the City Loan; and (vi) Developer is not in default in the performance of Developer's obligations under this Agreement, the City will insert the amount established pursuant to Section 7.1 in the TIF Note, insert the interest rate as established pursuant to Section 7.3, execute and date the TIF Note and deliver the TIF Note to Developer

Section 7.3 Interest. As set forth in the TIF Note, the unpaid principal amount of the TIF Note shall bear simple, non-compounding interest from the date of issuance of the TIF Note at 6.25% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months. The principal amount of the TIF Note and the interest thereon shall be payable solely from the Tax Increments.

Section 7.4 Payments. On each TIF Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal and interest outstanding on the TIF Note, the Tax Increments the City actually received during the preceding six months. All such

payments shall be applied first to pay accrued, unpaid interest and then to reduce the principal of the TIF Note.

Section 7.5 TIF Note Shall Be a Limited Obligation of the City. The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal of and interest accruing on the TIF Note.

Section 7.6 Conditions Subsequent. The City's obligation to make payments on the TIF Note on any TIF Note Payment Date or any date thereafter is conditioned upon the requirements that (i) there shall not be, at the time payment is due, any Event of Default that has occurred and is continuing; and (ii) the City shall not have canceled and rescinded the TIF Note pursuant to Section 14.2(c).

Section 7.7 Terms of the TIF Note. The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Article VII, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

ARTICLE VIII

CITY LOAN

Section 8.1 City Loan. To assist Developer with the construction of the Minimum Improvements, the City proposes to make a \$1,420,000.00 loan to Developer pursuant to the terms of the City Loan Agreement and the City Note. The City proposes to fund the City Loan with tax increments the City has collected from its Tax Increment District No. 1. The City cannot obligate itself and is not obligated to make the City Loan unless and until the City has held public hearings and adopted appropriate spending plans with respect to each of those tax increment districts and adoption of the spending plans is subject to all requirements of Minnesota law.

Section 8.2 Termination Right if Spending Plans Not Adopted. If the City has not held the necessary public hearings and adopted the necessary spending plans to allow the City to fund the City loan with tax increments the City has collected from its Tax Increment District No. 1 on or before February 1, 2011, any party may terminate this Agreement by written notice to the other two parties; provided, however, that if the City holds the necessary public hearings and adopts the necessary spending plans to allow the City to fund the City loan with tax increments the City has collected from its Tax Increment District No. 1 after February 1, 2011, but before a party exercises the termination right set forth in this Section 8.2, the termination right expires and the parties may not, thereafter, terminate this Agreement pursuant to this Section 8.2.

Section 8.3 City Loan Agreement, City Note, and Guaranty. If the City holds the necessary public hearings and adopts the necessary spending plans to allow the City to fund the City Loan with tax increments the City has collected from its Tax Increment District No. 1, the

City and Developer must each execute the City Loan Agreement and must each deliver an original, executed City Loan Agreement to the other party, Developer must execute the City Note and deliver the City Note to the City and Developer must cause the Guarantor to execute the Guaranty and deliver the Guaranty to the City, all contemporaneously with the HRA's conveyance of the Development Property to Developer pursuant to the Purchase Agreement. In the event of a conflict between the terms of the City Note and the terms of this Development Agreement, the terms of the City Note control. In the event of a conflict between the terms of this Agreement and the terms of the City Loan Agreement, the City Loan Agreement controls.

Section 8.4 Fee in Lieu of Interest, Interest and Default Interest. The City Note does not obligate Developer to pay interest on the outstanding principal of the City Loan prior to April 1, 2024 provided Developer is not in default in the timely payment of any amounts due under the City Note. In lieu of non-default interest during that time period and as consideration for the extension of credit, the City will charge Developer and Developer agrees to pay a one-time fee of \$120,000.00. As set forth in the City Loan Agreement, the City will be deemed to have made a \$120,000.00 "Advance," to itself in full payment of this fee contemporaneously with the first "Advance" the City makes pursuant to the terms of the City Loan Agreement. If Developer has not repaid the City Loan, in full, before April 1, 2024, simple interest will accrue on the unpaid principal balance of the City Note from April 1, 2024 until the City Note is paid in full at the rate of 6.25% per annum unless the rate is increased pursuant to the following sentence as a result of Developer's default. If, at any time, Developer defaults in the timely payment of any amounts due under the City Note, the City gives Developer notice of the default and Developer does not cure the default within ten (10) business days of the effective date of the City's notice, interest shall accrue on the outstanding principal balance of the City Note from the date of the default through the date Developer cures all defaults under the City Note at the rate of twelve percent (12%) per annum.

Section 8.5 Repayment Terms. As set forth in the City Note, commencing on April 1, 2014 and continuing on each April 1 thereafter until April 1, 2029, Developer must pay to the City, in certified or wire transferred funds and for application to the outstanding principal and interest, if any, due under the City Note, an amount equal to 20% of the Net Cash Flow for the immediately preceding year. If, prior to April 1, 2029, Developer refinances a Construction Loan, Developer must make an additional payment to the City, for application to the outstanding principal due under the City Note, in an amount equal to 20% of the difference between the principal amount of the new Construction Loan and the amount of the outstanding principal and accrued, unpaid interest under the Construction Loan that is being refinanced. The preceding sentence applies each time Developer refinances a Construction Loan. Notwithstanding anything else in this Section 8.5, if Developer refinances a Construction Loan to obtain additional funds that are necessary to complete the initial construction of the Minimum Improvements, Developer is not obligated to pay to the City 20% of the amount of the new loan that Developer uses to pay costs of completing the initial construction of the Minimum Improvements. The entire outstanding principal amount of the City Loan and all accrued interest, if any, is due and payable in full upon the earlier of April 1, 2029 or a Sale of the Development Property.

Section 8.6 Limitations on Disbursements. As set forth in the City Loan Agreement, the City will not disburse any of the proceeds of the City Loan to Developer and the City's obligations to make the City Loan to Developer terminates if Developer does not commence

construction of the Minimum Improvements on or before June 30, 2011, and the City will only disburse proceeds of the City Loan on or before December 31, 2011 and only for costs of developing and constructing the Project that Developer has actually incurred on or before December 31, 2011. The City will not disburse proceeds of the City Loan to pay for Eligible Costs.

Section 8.7 Submission of Financial Information. On or before April 1, 2014 and on or before each April 1 thereafter until April 1, 2029, the Developer must provide the City with a statement from a certified public accountant setting forth the "Net Cash Flow," "Net Operating Expenses" and "Operating Expenses," as defined in the Development Agreement, for the immediately preceding calendar year and with such back-up documentation regarding income, expenses and debt service as the City may reasonably request to confirm the certified public accountant's calculation of "Net Cash Flow," "Net Operating Income" and "Operating Expenses." The certified public accountant who prepares the statement may be an employee of Borrower or an Affiliate of Borrower.

ARTICLE IX

CONTINGENCY FOR RAIL STOP

Section 9.1 Contingency for Rail Stop. At any time on or before January 28, 2011, the City or Developer may terminate this Agreement by written notice to the other and to the HRA and they are not comfortable that the City will secure a stop on the North Star Commuter Rail line and complete construction of a rail stop on or before July 1, 2012. Upon such termination, the parties will have no further rights or obligations to the other parties under this Agreement except with respect to rights or obligations that this Agreement expressly states are to survive the termination of this Agreement.

ARTICLE X

PARKING RAMP IMPROVEMENTS

Section 10.1 Parking Ramp Improvements. As a part of the City's construction of the Parking Ramp Addition, the City will cause its contractors to construct and install the additional improvements described on Exhibit H. Upon the City's completion of the additional improvements described on Exhibit H, Developer must reimburse the City for all costs and expenses the City incurs to construct and install the additional improvements described on Exhibit H.

ARTICLE XI

REAL ESTATE TAX PAYMENTS AND ASSESSMENT AGREEMENT

Section 11.1 Real Property Taxes. Developer agrees that prior to December 31, 2038:

(a) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the taxation of all or any portion of the Development Property determined by any tax official to be applicable to the Development Property or

Developer or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(b) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of all or any portion of the Development Property determined by any tax official to be applicable to the Development Property or Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(c) It will not seek any tax deferral or abatement, either presently or prospectively authorized under any other State or federal law, of the taxation of all or any portion of the Development Property;

(d) It will not ask the County Assessor for or commence or participate in any legal or administrative process seeking a reduction in the assessed value of the Development Property for purposes of the ad valorem real estate taxes except that if, in any given year, the assessed value exceeds the assessed value set forth for that year in the Assessment Agreement, Developer may seek a reduction in the assessed value of the Development Property to any amount equal to or greater than the assessed value set forth for that year in the Assessment Agreement. If Developer seeks a reduction in the assessed value of the Development Property to any amount equal to or greater than the assessed value set forth for that year in the Assessment Agreement, Developer must first provide not less than thirty (30) days written notice to the City. In that event, the City will continue to make Tax Increment payments to Developer on the TIF Note Payment Dates, but the payments will be based on 85% of the tax increments that would have been derived from the Development Property based on the minimum market values set forth in the Assessment Agreement for the applicable time periods rather than on the Tax Increments, and the City will withhold the difference until such time as the City can determine the actual Tax Increments for the year in question based on the assessed value of the Development Property as finally determined upon the conclusion of Developer's attempts to have the assessed value reduced.

(e) It will pay, when due, all real property taxes due and payable with respect to the Development Property.

Section 11.2 Assessment Agreement. Contemporaneously with the HRA's conveyance of the Development Property to Developer, Developer will execute the Assessment Agreement, deliver the Assessment Agreement to the City and record the Assessment Agreement in the Anoka County land records. Developer must record the Assessment Agreement against title to the Development Property prior to the recording of any mortgage or other lien on the Development Property that Developer grants to third party or, if such third party mortgage or lien is recorded first, must obtain and record an instrument whereby the holders of such mortgage or lien acknowledge and agree that they and their successors and assigns are subject to the rights of the City under the Assessment Agreement.

ARTICLE XII

RESTRICTIONS ON ASSIGNMENTS AND TRANSFERS AND PRIORITY

Section 12.1 Prohibition against Transfer of the Development Property; Assignment of Development Agreement and Assignment of the TIF Note. Prior to Developer's substantial completion of the Minimum Improvements and the City's issuance of the Certificate of Completion described in Section 5.5, Developer may not, except as set forth in Section 12.2, convey; mortgage; lease, other than in the ordinary course of Developer's business; or otherwise transfer the Development Property or any part thereof or interest therein; may not assign its rights or obligations under this Development Agreement; and may not assign the TIF Note, without the prior written approval of the City, which approval the City may grant, withhold or condition in the City's sole and absolute discretion.

Section 12.2 Permitted Collateral Assignments. The City expressly approves Developer's granting of a Construction Mortgage and Developer's collateral assignment of Developer's rights and obligations under this Development Agreement and the TIF Note to the holder of the Construction Mortgage as additional security for the repayment of the Construction Loan; provided the holder of the collateral assignment of Developer's rights and obligations under this Development Agreement and the TIF Note agrees, in the collateral assignment, that upon enforcement of the collateral assignment and the assignees acquisition of Developer's rights and obligations under either this Development Agreement, the TIF Note or both, the assignee will be subject to and liable for the performance of each of Developer's obligations under this Development Agreement.

Section 12.3 Subordination of Development Agreement to Construction Mortgage and Extension of Time to Cure. The City and the HRA will, upon the request of the holder of a Construction Mortgage, execute and record a subordination agreement pursuant to which the City and the HRA agree that, upon a default by Developer under a Construction Mortgage, the holder of the Construction Mortgage may elect, in an instrument to be recorded in the Anoka County land records and delivered to the City and the HRA before the commencement of proceedings to foreclose the Construction Mortgage, to either (1) treat this Development Agreement as being subordinate to the lien of the Construction Mortgage such that the foreclosure of the Construction Mortgage and the failure of any owner or junior creditor to redeem the Development Property from such foreclosure will terminate this Development Agreement and the TIF Note; or (2) to treat this Development Agreement as having priority over the Construction Mortgage in which case this Development Agreement and the TIF Note will survive the foreclosure of the Construction Mortgage and this Development Agreement will be binding upon the holder of the Sheriff's Certificate issued in conjunction with the foreclosure of the Construction Mortgage. The City further agrees that if the holder of the Construction Mortgage elects to treat this Development Agreement as having priority over the Construction Mortgage and the City will, upon the completion of the foreclosure without redemption by Developer or any junior creditor, amend this Development Agreement to extend the time for the completion of the Minimum Improvements to a date 12 months following the expiration of all applicable redemption periods.

ARTICLE XIII

INDEMNIFICATION OF THE CITY AND THE HRA

Section 13.1 Indemnification of the City and the HRA. Developer agrees to defend the City, the HRA, their governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees (hereinafter, for purposes of this Section, collectively the "Indemnified Parties"); to hold the Indemnified Parties harmless from; and to indemnify the Indemnified Parties against any third party claims, demands, suits, actions or other proceedings ("Claims") arising or purportedly arising from the actions or inactions of Developer (or if other persons acting on its behalf or under its direction or control) (i) pursuant to this Development Agreement or (ii) in connection with the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Development Property. The provisions of this Section 13.1 are intended to survive the termination of this Agreement.

ARTICLE XIV

DEVELOPER EVENTS OF DEFAULT

Section 14.1 Events of Default Defined. The following shall each be an "Event of Default" under this Agreement:

(a) Developer's default in the performance of one or more of Developer's obligations under the Purchase Agreement if the HRA gives any notice of default provided for in the Purchase Agreement and Developer fails to cure the default within any applicable cure period provided for in the Purchase Agreement.

(b) Developer's failure to commence or to substantially complete the construction of the Minimum Improvements pursuant to the terms and conditions of and within the time frame set forth in Article V of this Development Agreement, as the same may be extended pursuant to Section 12.3 of this Agreement.

(c) Developer's default in the timely payment of any amounts due under the City Loan Agreement or the City Note, if the City gives Developer any notice of default provided for in the City Loan Agreement and Developer fails to cure the default within any applicable cure period provided for in the City Loan Agreement.

(d) Developer's default in the timely payment of any amounts due under Article X within thirty (30) days after the City notifies Developer that Developer is delinquent in the payment thereof.

(e) Developer's failure to pay any ad valorem real property taxes or installments of special assessments due and payable with respect to the Development Property within thirty (30) business days after the City or the HRA notifies Developer that Developer is delinquent in the payment thereof.

12.1. (f) Developer's breach of one or more of the restrictions set forth in Section

(g) Developer's failure to perform Developer's obligations under Article XIII or Section 15.14 if the City or the HRA gives Developer notice of the default and Developer fails to cure the default within thirty (30) days after the effective date of the notice.

(h) The holder of any mortgage on the Development Property, or any portion thereof, commencing foreclosure proceedings.

(i) Developer's;

(i) Filing of any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(ii) making an assignment for the benefit of its creditors; or

(iii) admission, in writing, that it is unable to pay its debts generally as they become due; or

(iv) being adjudicated a bankrupt or insolvent;

(j) The filing of a petition or answer proposing the adjudication of Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law in any court and such petition or answer not being discharged or denied within ninety (90) days after the filing thereof; or

(k) The appointment of a receiver, trustee or liquidator of Developer or of the Development Property, or part thereof, in any proceeding brought against Developer, and said receiver, trustee or liquidator not being discharged within ninety (90) days after such appointment.

Section 14.2 Remedies on Default. At any time after the occurrence of an Event of Default as defined in Section 14.1 the City and the HRA may, in addition to any other rights the City or the HRA may have at law or in equity, take any one or more of the following actions:

(a) The City and the HRA may suspend their performance under this Development Agreement and the City Loan Agreement until they

(i) receive assurances from Developer, deemed adequate by the City and the HRA, that Developer will cure the default and continue its performance under this Development Agreement, the City Loan Agreement, and the City Note; or

(ii) receive assurance from the holder of a Construction Mortgage, deemed adequate by the City and the HRA, that the holder of the Construction Mortgage will cure the default or, if the holder of the Construction Mortgage cannot cure the default

without first obtaining possession of the Development Property, will foreclose the Construction Mortgage, elect, pursuant to Section 12.3, to treat this Development Agreement as having priority over the Construction Mortgage and, upon the completion of the foreclosure proceedings and the expiration of all applicable redemption periods, cure the default and perform the obligations of the Developer under this Agreement, the City Loan Agreement, and the City Note.

- (b) The City or the HRA may terminate this Development Agreement;
- (c) The City may terminate the City Loan Agreement; or
- (d) If the Event of Default is an Event of Default under Section 14.1 (b), (c), (d), (e), (f) or (g), the City may cancel and rescind the TIF Note.

ARTICLE XV

ADDITIONAL PROVISIONS

Section 15.1 Conflicts of Interest. No member of the governing body or other official of the City shall participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by Developer or successor or on any obligations under the terms of this Agreement.

Section 15.2 No Remedy Exclusive. No remedy herein conferred upon or reserved to any party intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Development Agreement or now or hereafter existing at law or in equity or by statute to the extent provided herein. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 15.3 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 15.4 Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 15.5 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered the day following the day if it is dispatched by overnight courier; two business days after it is mailed, via registered or certified mail, postage prepaid, return receipt requested; or the day it is delivered personally, and

- (a) in the case of Developer is addressed to or delivered personally to:

F&C Ramsey, LLC
8900 Keystone Crossing #1200
Indianapolis, IN 46240
Attn: David M. Flaherty
Telephone No.: (317) 816-9300
Facsimile No.: (317) 816-9301
Email: dflaherty@flahertycollins.com

With a copy to:

Barnes & Thornburg
11 S. Meridian St.
Indianapolis, IN 46204
Attn: Stephen Lee
Telephone No.: (317) 231-7200
Facsimile No.: (317) 231-7433
Email: stephen.lee@BTLaw.com

- at: (b) in the case of the City is addressed to or delivered personally to the City

City of Ramsey, Minnesota
Ramsey Municipal Center
7550 Sunwood Drive
Ramsey, MN 55303
Attn: City Administrator
Telephone No.: (763) 427-1410
Facsimile No.: (763) 433-9888
Email: kulrich@ci.ramsey.mn.us

With a copy to:

Briggs and Morgan, PA
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402-2157
Attn: Thomas L. Bray
Telephone No. 612-977-8285
Facsimile No. 612-977-8650

- at: (c) in the case of the HRA is addressed to or delivered personally to the HRA

The Housing and Redevelopment Authority in and for the City of Ramsey,
Minnesota
Ramsey Municipal Center
7550 Sunwood Drive
Ramsey, MN 55303
Attn: Executive Director
Telephone No.: (763) 427-1410
Facsimile No.: (763) 427-5543
Email: hnelson@ci.ramsey.mn.us

With a copy to:

Briggs and Morgan, PA
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402-2157
Attn: Thomas L. Bray
Telephone No. 612-977-8285
Facsimile No. 612-977-8650

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 15.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 15.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 15.8 Covenants to Run with Title. The rights and obligations of Developer under this Agreement run with title to the Development Property and are binding on Developer and Developers successors in title to all or any portion of the Development Property.

Section 15.9 Time is of the Essence. Developers timely performance of its obligations under this Agreement is an essential term of this Agreement.

Section 15.10 Enforceability. If any provision of this Agreement is adjudged to be invalid or unenforceable by a court of competent jurisdiction, this Agreement should be construed as if such invalid or unenforceable provision had not been inserted herein and should not affect the validity or enforceability of the remainder of this Agreement.

Section 15.11 No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confirm any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns.

Section 15.12 Termination. This Agreement shall terminate and be of no further force and effect as of the Termination Date.

Section 15.13 Business Days. If the date this Agreement establishes for a party's performance of an obligation or delivery of a notice is not a Business Day, the date for such performance or for the delivery of such notice is automatically extended to the next Business Day.

Section 15.14 Agreement to Pay Attorney's Fees and Expenses. Whenever a party defaults in the performance of the party's obligations under this Agreement and one or both of the other parties to this Agreement employs one or more attorneys to advise and represent it in connection with such default or incurs other expenses in connection with or as a result of the default, the defaulting party must, upon demand therefore, reimburse the non-defaulting parties their reasonable fees of such attorneys and such other reasonable expenses as the non-defaulting parties may incur.

Section 15.15 Agreement Regarding Commercial Space and Related Business Subsidy Agreement. Contemporaneously with the closing on Developer's Purchase of the Development Property pursuant to the Purchase Agreement, Developer and the HRA will execute an Agreement Regarding Commercial Space in the form attached as Exhibit K. The Agreement Regarding Commercial Space will set forth certain terms and conditions under which the HRA will agree to make payments to Developer if Developer is unable to lease the approximately 3,000 square feet of the Minimum Improvements that are intended for commercial use within the first twelve (12) months following substantial completion of the Minimum Improvements. The payments are intended to place Developer in substantially the same position Developer would be if Developer leased the Commercial Space for a three-year term at a rental rent of \$16.00 per square foot upon other terms and conditions substantially similar to leases of similar space in the Twin Cities' area.

IN WITNESS WHEREOF, the City, the HRA and Developer have caused this Agreement to be duly executed and on its behalf, on or as of the date first above written.

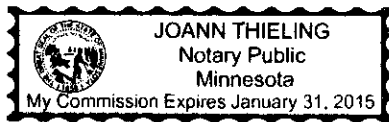
CITY OF RAMSEY, MINNESOTA

By [Signature]
Its Mayor

By [Signature]
Its City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 31st day of January, 2011, by Bob Ramsey and Kurtis G. Miller the Mayor and the City Administrator, respectively, of the City of Ramsey, a Minnesota home rule charter City.



[Signature]
Notary Public

This is a signature page to the Development Agreement by and between the City of Ramsey, Minnesota, The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota and F&C Ramsey, LLC.

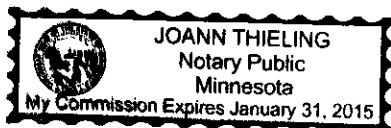
THE HOUSING AND
REDEVELOPMENT AUTHORITY IN
AND FOR THE CITY OF RAMSEY,
MINNESOTA

By [Signature]
Its Chair

By [Signature]
Its Executive Secretary

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 31st day of January, 2011, by [Signature] and [Signature], the Chair and the Executive Secretary, respectively, of The Housing and Redevelopment Authority in and for The City of Ramsey, a body politic and corporate under the laws of the State of Minnesota.



[Signature]
Notary Public

This is a signature page to the Development Agreement by and between the City of Ramsey, Minnesota, The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota and F&C Ramsey, LLC.

F & C RAMSEY, LLC.

By [Signature]
Its Manager

STATE OF INDIANA)
) ss
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 25th day of January, 20 11, by David M. Flaherty, as Manager of F&C Ramsey, LLC, a n Indiana limited liability company.



[Signature]
Notary Public

DRAFTED BY:
Briggs and Morgan, P.A.
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(612) 977-8400

This is a signature page to the Development Agreement by and between the City of Ramsey, Minnesota The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota and F&C Ramsey, LLC.

CERTIFICATE OF COMPLETION

The City Ramsey, a home rule city organized and existing under the constitution and laws of the State of Minnesota (the "City") and The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the State of Minnesota (the "HRA"), hereby acknowledge that F & C Ramsey, LLC, an Indiana limited liability company (the "Developer"), has substantially has completed the construction of the "Minimum Improvements" as defined in that certain Development Agreement by and between the HRA, the City of Ramsey and the Developer, dated as of _____, 2010, and recorded in the office of the Anoka County Registrar of Titles on _____, 2011 as Document No. _____ as the same may be amended from time to time (the "Development Agreement") and has fully satisfied Developer's obligations to commence and complete construction of the Minimum Improvements under Section 5.4 of the Development Agreement. The HRA further expressly acknowledges and agrees that Developer has satisfied the conditions subsequent of the Right of Reverter that is described in Section 4.3 of the Development Agreement and reserved in the Limited Warranty Deed from the HRA to the Developer dated April __, 2011 and recorded in the office of the Anoka County Registrar of Titles on April __, 2011 as Document No. _____ and that said Right of Reverter has terminated and is of no further force or effect.

By _____
Its Secretary

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ and _____, the Chair and the Secretary, respectively, of The Housing and Redevelopment Authority in and for the City of _____.

Ramsey, Minnesota, a public body politic and corporate organized and existing under the laws of the State of Minnesota .

Notary Public

CITY OF RAMSEY, a Minnesota municipal
corporation

By _____
Its Mayor

By _____
Its City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ and _____, the Mayor and the City Administrator of the City of Ramsey, Minnesota municipal corporation on behalf of the corporation .

Notary Public

DRAFTED BY:
Briggs and Morgan, P.A. (TLB)
2200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2157

EXHIBIT B
FORM OF TIF NOTE

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF RAMSEY

TAX INCREMENT REVENUE NOTE
(F&C DEVELOPMENT, INC. PROJECT)

The City of Ramsey, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to F&C Ramsey, LLC, an Indiana limited liability company (the "Developer") or any Successor Holder (as defined below), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the principal amount listed above shall in no event exceed \$2,000,000.00 as provided in that certain Development Agreement, dated as of _____, by and between the City and Developer, as the same may be amended from time to time (the "Development Agreement"). The unpaid principal amount of this Note shall bear simple, non-compounding interest from the date of issuance of this Note at 6.25% per annum Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2013, February 1, 2014 and on each August 1 and February 1 thereafter through and including February 1, 2039, or, if such date is not a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was Developer or a Successor Holder of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the sum of the Tax Increments (as defined in the Development Agreement) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall be applied first to pay accrued, unpaid interest and then to principal.

The Payment Amounts due hereon shall be payable solely from Tax Increments (as defined in the Development Agreement) from the Development Property within the City's Tax Increment Financing District No. 14 (the "Tax Increment District") within its Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1799, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above,

on any date upon which the City shall have terminated the Development Agreement under Section 14.2 thereof, on the date the Tax Increment District is terminated, or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, express or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured prior to the termination of the Development Agreement. If as a result of the occurrence of certain Events of Default under the Development Agreement the City elects to cancel and rescind this Note, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Article VII and Article XIV thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, as defined in the Development Agreement, as the same may be amended from time to time, or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only to transferees permitted or deemed to be permitted pursuant to the Development Agreement (each such permitted successor is referred to as "Successor Holder"), and any permitted assignment of the rights and obligations of the Development Agreement shall be deemed to be an assignment of the benefits of Developer pursuant to this Note. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Ramsey, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be dated as of _____, 20_____.

Mayor

City Administrator

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note, as originally issued on _____, 200__, was on said date registered in the name of F&C Development, Inc. and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF <u>REGISTERED OWNER</u>	DATE OF <u>REGISTRATION</u>	SIGNATURE OF <u>CITY ADMINISTRATOR</u>
F&C Development, Inc. _____ _____ _____	_____ _____	_____ _____

EXHIBIT C
CITY LOAN AGREEMENT

CITY LOAN AGREEMENT

THIS CITY LOAN AGREEMENT is entered into as of _____, 2010, by and between the City of Ramsey, Minnesota, a charter city organized and existing under the constitution and laws of the State of Minnesota (the "City") and F & C Ramsey, LLC, an Indiana limited liability company (the "Developer").

RECITALS:

A. The City and the Developer are parties to the Development Agreement and the Purchase Agreement, as defined below, pursuant to which the City is selling the "Development Property" as defined below, to the Developer.

B. The Developer has also asked the City to lend the Developer \$1,420,000.00 to finance the construction and completion of the Minimum Improvements, as defined below.

C. The City has agreed to lend the Developer \$1,420,000.00 to finance the construction and completion of the Minimum Improvements, as defined below.

D. The City has agreed to make the City Loan to the Developer upon the terms and subject to the conditions hereinafter set forth.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth, and of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I.

DEFINITIONS

For purposes of this City Loan Agreement the following terms shall have the meanings set forth in this Article I. Terms used in this City Loan Agreement and not otherwise defined herein have the meanings set forth in the Development Agreement.

"Advance" means an advance to the Developer of all or any portion of the proceeds of the City Loan in accordance with the terms hereof.

"City Counsel" means Briggs and Morgan, P.A.

"City Loan" shall mean the extension of credit evidenced by the City Note.

"City Loan Agreement" means this City Loan Agreement as the same may hereafter be amended, modified, extended or restated from time to time.

"City Note" means that certain Promissory Note bearing even date herewith made payable by Developer to the order of City in the original principal amount of up to \$1,420,000.00, and all amendments, modifications, replacements, renewals and substitutions therefor.

"Completion" or "Completed" means that (a) the Minimum Improvements are completed in accordance with the Final Construction Plans; (b) the City has issued the Certificate of Completion described in Section 5.5 of the Development Agreement; and (c) no Default or Event of Default has occurred and is continuing.

"Completion Date" means the earlier of (a) the date Developer's construction of the Minimum Improvements is Completed; or (b) December 31, 2012; provided, however, if a Developer's completion of construction of the Minimum Improvements is delayed as a result of an "Unavoidable Delay," as defined in the Development Agreement, the Developer gives the City notice of the Unavoidable Delay within thirty (30) days after the onset of the Unavoidable Delay and the Developer uses all commercially reasonable efforts to complete the construction of the Minimum Improvements as promptly as reasonably possible given the conditions causing the Unavoidable Delay, the Completion Date, as defined herein, will extend for a period of time equal to the duration of the condition causing the Unavoidable Delay plus a reasonable time for recovery and restoration following the cessation of such condition.

"Construction Cost Statement" means the Sworn Construction Cost Statement referred to in Section 2.3 hereof executed or to be executed by the Developer and the General Contractor.

"Construction Contract" means that certain agreement dated _____, 2011 between the Developer and the General Contractor.

"Contractor" means any Person including, without limitation, the General Contractor, that has a contract or subcontract under which payment may be required for any work done, materials supplied, or services furnished in connection with the design, construction and/or completion of the Minimum Improvements.

"Default" means any Event of Default or the occurrence of any event which, with the giving of notice or the lapse of any applicable grace period, or both, would be an Event of Default.

"Development Agreement" means that certain Development Agreement by and between the Developer and the City dated as of _____, 2010.

"Development Property" means Lot 3, Block 1, COR ONE, Anoka County, Minnesota and all improvements constructed thereon.

"Draw Request" means a Draw Request and Draw Request Certification in the form of Exhibit A hereto.

"Environmental Laws" shall mean, collectively, all applicable federal, state, local and foreign laws, common law or regulations, treaties, orders, decrees, permits, licenses, authorizations, judgments or injunctions issued, promulgated, approved or entered thereunder, now or hereafter in effect in each case relating to pollution or protection of individual, public or

employee health or safety or the environment (including, without limitation, ambient and indoor air, surface water, groundwater, soil, land surface or subsurface, and natural resources such as wetlands, flora and fauna) including, without limitation, laws relating to (a) emissions, discharges, releases or threatened releases of Hazardous Materials into the environment and (b) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of Hazardous Materials.

"Event of Default" shall have the meaning given in Section 8.1 hereof.

"Final Construction Plans" has the meaning set forth in the Development Agreement.

"General Contractor" means Flaherty & Collins Construction, Inc.

"Guarantor" means Flaherty & Collins Construction, Inc.

"Guaranty" means that certain Guaranty bearing even date herewith executed by the Guarantor in favor of the City pursuant to which the Guarantor has unconditionally guaranteed the full payment and prompt performance of all obligations of the Developer under the Loan Documents.

"Hazardous Materials" the term "Hazardous Materials" includes but is not limited to substances defined as "hazardous substances," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., and substances defined as "hazardous wastes," "hazardous substances," "pollutants, or contaminants" as defined in the Minnesota Environmental Response Liability Act, Minnesota Statutes §115B.02. The term "Hazardous Materials" also includes asbestos, polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas useable for fuel (or mixtures of natural gas or synthetic gas). shall mean any pollutant, contaminant, toxic or hazardous substance, constituent or waste, or any other constituent, waste, material, compound or substance including, without limitation, asbestos, petroleum (including crude oil or any fraction thereof) or any petroleum product, which is subject to regulation or which can give rise to liability under any Environmental Law.

"Loan Documents" means this City Loan Agreement, the City Note, the Guaranty and any and all documents, instruments, certificates and agreements executed by the Developer and/or the Guarantor in connection with the City Loan, and any and all renewals, replacements, supplements, modifications, extensions and/or amendments of any of the foregoing.

"Minimum Improvements" means the "Minimum Improvements" as defined in the Development Agreement.

"Organizational Documents" means (a) as to any corporation, the certificate or articles of incorporation or association, the bylaws, any unanimous shareholder agreement or declaration, any certificate of determination or instrument relating to the rights of preferred shareholders of such corporation, any shareholder rights agreement or voting trust agreement and all other documents of a comparable nature, (b) as to any limited liability company, the articles of organization, the operating agreement, any unanimous member agreement or voting trust agreement and all other documents of a comparable nature, (c) as to any partnership, its partnership agreement, its certificate of partnership and all other documents of the nature

described above, and (d) as to any other entity, its organizational or governing documents and all other documents of the nature described above.

"Permits" means collectively all building permits, licenses and approvals required to be obtained prior to commencing construction of the Minimum Improvements.

"Person" means a natural person, corporation, partnership, limited partnership, unincorporated association, or proprietorship.

"Project" has the meaning set forth in the Development Agreement.

"Purchase Agreement" means the purchase agreement between the Housing and Redevelopment Authority for the City of Ramsey, Minnesota and the Developer dated _____, 2010.

ARTICLE II.

DOCUMENTS

In addition to the other conditions to the extension of credit contained in this City Loan Agreement, including but not limited to the conditions to advances set forth in Article IV hereof, the City shall have no obligation to make any advance against the City Note until the Developer has delivered the following items to the City, all of which shall be in form and substance satisfactory to the City:

2.1 Loan Documents. The executed Loan Documents.

2.2 Opinion of Counsel. Opinions of counsel of the Developer and the Guarantor in form and substance acceptable to City.

2.3 Sworn Construction Cost Statement. A sworn construction cost statement executed by the Developer and the General Contractor bearing even date herewith which:

- a. Lists the actual and estimated costs to complete the Minimum Improvements;
- b. Lists the names of all Contractors; and
- c. Shows that the funds available to the Developer are sufficient to assure completion of construction of the Minimum Improvements.

2.4 Insurance. One or more forms "ACORD 28 Evidence of Insurance" (or other evidence satisfactory to City) which substantiate that the insurance coverages required to be maintained by the Developer hereunder, and that all insurance policies relating thereto are in full force and effect.

ARTICLE III.

CONSTRUCTION LOAN COMMITMENT

3.1 Commitment of the City to Lend and the City Loan Agreement. Subject to the terms and conditions hereof and of the City Note and other Loan Documents delivered herewith, the City agrees to loan to the Developer, and the Developer agrees to borrow from the City, an amount not to exceed \$1,420,000.00. City shall make Advances against the City Note until the City Loan is fully

advanced, in the stages and subject to the limitations as set forth below. The City shall have no obligation to make any Advances against the City Note after the Completion Date.

ARTICLE IV.

ADVANCES AND DISBURSEMENTS

4.1 Conditions of All Advances. Without limiting any of the other terms of this City Loan Agreement, the obligation of the City to make any Advance hereunder shall be subject to the fulfillment of all of the following conditions:

- a. All representations, warranties and covenants contained in this City Loan Agreement or any documents or other written statement delivered to the City prior to or on the date of this City Loan Agreement shall be true and correct on and as of the date of this City Loan Agreement as though such representations, warranties and covenants had been made on and as of such date.
- b. No Default or Event of Default shall have occurred and be continuing.
- c. The City shall have received the documents and other items listed in Article II hereof.
- d. The Developer shall provide the City with lien waivers from all persons providing labor or materials to be paid for from the Advance.
- e. The Developer shall provide the City with evidence, reasonably acceptable to the City, that the Developer has spent more than \$1,300,000.00 of Developer equity on the Project.

4.2 Procedures and Requirements for Advances. Except as set forth in Section 4.6, to obtain Advances of the City Loan against the City Note, the Developer shall submit to the City, no more often than monthly, written Draw Requests stating the amount of the requested Advance and identifying the Contractors or other persons and entities who will be paid from the Advance, and certifying such amounts to be currently payable for costs incurred in connection with the development and construction of the Project. Each Draw Request shall be supported by the General Contractor's certification to the effect that:

- a. The construction work to be paid for has been completed in a workmanlike manner in accordance with the Plans;
- b. The funds remaining undisbursed on the City Loan together with the funds remaining undisbursed on Developer's Construction Loan, as defined in the Development Agreement, are sufficient to fully complete the Minimum Improvements in accordance with the Plans and the certified Construction Costs Statement; and
- c. The work is progressing so that it will be completed on or before the Completion Date.

Within ten (10) business days from receipt of such Draw Request and General Contractor's Certification the City shall disburse proceeds of the City Loan directly to the Developer and the other Contractors or

other persons and entities identified in the relevant Draw Request; provided that the City shall have the right, at its option, to refuse to make Advances should it determine that an Event of Default has occurred and is continuing.

4.3 Forms of Draw Request, etc. The form of Draw Request, the General Contractor's certificate, mechanic's lien waivers, certificates, and any and all other instruments or documents required to be delivered in connection with an advance hereunder shall be in form and substance satisfactory to the City in the City's reasonable discretion.

4.4 Sufficiency of Loan. It is expressly understood and agreed that the City assumes no liability or responsibility for the sufficiency of the City Loan to complete the Project.

4.5 Additional Rights and Remedies of City. In addition to all other rights and remedies available to the City hereunder and under the other Loan Documents, the City shall have the following rights:

a. The City may take such steps as it may deem appropriate, at its option, to verify the application of proceeds of the City Loan to work done and material furnished for the Project, and to vary the procedures for Advances herein set forth, if the same becomes necessary or desirable to assure the proper application of Advances authorized pursuant hereto, including but not limited to, authorizing Advances directly to the Contractors and corresponding reductions in the amount of Advances to be made to any Contractor or Developer hereunder. The foregoing notwithstanding, in no event shall the City be obligated to conduct any such verification or to so vary said procedures.

b. In the event that the City shall determine, in its reasonable judgment, that proper documentation to support a given Advance, as required by this City Loan Agreement, has not been furnished, it may withhold authorization of all or such portion of such Advance as shall not be so supported by proper documentation, and shall promptly notify the Developer of the discrepancy in or omission of such documentation. Until such time as such discrepancy or omission is corrected to the satisfaction of the City, it may withhold such amount.

c. From and after the occurrence of an Event of Default, the City reserves the right to authorize Advances which are allocated to any of the designated items in the Construction Cost Statement for such other purposes or in such different proportions as the City may, in its reasonable discretion, deem necessary or advisable. Developer may not reallocate items of cost or change the Construction Cost Statement without the consent of the City.

4.6 Advance to Pay Fee. In lieu of interest, the City is charging the Developer a \$120,000.00 fee for the extension of the City Loan to the Developer. The first Draw Request that the Developer submits to the City will be deemed to include a request that the City Advance \$120,000.00 and will be deemed to direct the City to retain the \$120,000.00 Advance in full payment of the fee described in this Section 4.6.

4.7 Additional Limitations on Advances. The City is not obligated to and will not make any Advances to the Developer before the Developer commences construction of the Minimum Improvements. For purposes of this Section 4.7, the Developer is deemed to have Commenced Construction when Developer has

a. obtained all building permits from the City of Ramsey necessary for the construction of the Minimum Improvements; and

b. commenced work related to the construction of the Minimum Improvements on the Development Property which work would constitute "the actual and visible beginning of the improvement on the ground," as that phrase is used in Minnesota Statutes Section 514.05 and interpreted by the Minnesota courts.

If Developer does not commence construction of the Minimum Improvements on or before June 30, 2011, the City is not obligated to make any Advances under this Agreement, and the City may terminate this Agreement upon five (5) days written notice to the Developer. The City is not obligated to and will not make any Advances after December 31, 2011. The City will not disburse proceeds of the City Loan to pay "Eligible Costs," as defined in the Development Agreement.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES

To induce City to make the requested Loan hereunder, the Developer represents and warrants to City as of the date of this City Loan Agreement that:

5.1 Organization and Qualification of the Developer. The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana. The Developer has the power and authority to own its property and to carry on its activities as now being conducted, and is qualified and licensed to do business and is in good standing in every jurisdiction where failure to qualify could have a material adverse effect on the financial condition, activities, or operations of the Developer.

5.2 Organization and Qualification of Guarantor. The Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana. The Guarantor has the power and authority to own its property and to carry on its activities as now being conducted, and is qualified and licensed to do business and is in good standing in every jurisdiction where failure to qualify could have a material adverse effect on the financial condition, activities, or operations of the Guarantor.

5.3 Authority; Validity; Binding Effect. The execution and delivery of the Loan Documents, the borrowing of funds contemplated thereby, and the performance or observance by Developer of its obligations under the Loan Documents do not contravene or violate any provision of law, or any covenant, indenture or agreement of or binding upon the Developer and do not require the consent or approval of any governmental entity or agency thereof. The execution and delivery of the Guaranty and the performance or observance by the Guarantor of its obligations under the Guaranty have been duly authorized by all necessary corporate action the of Guarantor, do not contravene or violate any provision of law, any Organizational Document of Guarantor or any covenant, indenture or agreement of or binding upon Guarantor and do not require the consent or approval of any governmental entity or agency thereof. The Loan Documents are legal, valid and binding obligations of the Developer and the Guarantor, and the Loan Documents are enforceable against the Developer and the Guarantor (as the case may be) in accordance with their respective terms.

5.4 Compliance with Laws. To the best of the Developer's actual knowledge, no violation of any law, ordinance, regulation or requirement exists with respect to the Project, and the Developer is in compliance with all other laws, ordinances, regulations and requirements where the

failure to comply would reasonably be expected to have a material adverse effect on the Developer, its activities or its financial condition.

5.5 Pending Actions. There are no material actions, suits or proceedings pending, or to the knowledge of the Developer, threatened against or affecting the Developer or the Project, and the Developer is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority.

5.6 No Breach. The consummation of the transaction contemplated hereby and performance of this City Loan Agreement, the Loan Documents, and all other documents executed and delivered in connection herewith will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, bank loan or credit agreement, partnership agreement or other instrument to which the Developer or the Guarantor is a party, or by which the Developer or the Guarantor may be bound or affected.

5.7 No Event of Default. No Default or Event of Default has occurred and is continuing as of the date hereof.

5.8 Use of City Loan Funds. The Developer will use the proceeds of the City Loan solely to finance the development and construction of the Project.

5.9 Need for City Loan. The Developer would not undertake the Project without the assistance the City is providing to the City Loan.

ARTICLE VI.

AFFIRMATIVE COVENANTS

The Developer hereby covenants and agrees with the City that for so long as the City has any obligation to make Advances hereunder or any amount remains unpaid on any indebtedness of the Developer to the City hereunder, the Developer will:

6.1 Books, Records and Inspections. Maintain complete and accurate books and records; permit, and cause the Guarantor to permit, reasonable access by the City to the books and records of the Developer and the Guarantor; and permit the City to inspect the Project and other operations of the Developer and the Guarantor.

6.2 Insurance. Maintain insurance to such extent and against such hazards and liabilities as is commonly maintained by companies similarly situated or as the City may reasonably request from time to time, which insurance shall include without limitation the following:

a. Development Property Insurance. So-called "all risk" insurance with respect to the Project and all personal property located thereon, insuring against any peril now or hereafter included within the classification of "Special Perils" or "Cause of Loss – Special Form" (sometimes referred to as "All Risk of Physical Loss") in an amount equal to the full insurable value of such property.

b. Liability Insurance. Commercial general liability insurance on the so-called "occurrence" form, including bodily injury, death and property damage liability, insurance against any and all claims, including all legal liability to the extent insurable and imposed upon

the City and all court costs and legal fees and expenses, arising out of or connected with the possession, use, leasing, operation, maintenance or condition of the Project in such amounts as are generally available at commercially reasonable premiums but in any event for a limit per occurrence of at least \$1,000,000 and an annual aggregate of at least \$2,000,000. The City shall be named as additional insured with respect to any insurance policy providing the coverage required by the immediately preceding sentence, and the Developer shall cause each provider of any such insurance to agree, by endorsement upon the policy or policies issued by it or by independent instruments furnished to the City, that it will give the City thirty (30) days prior written notice before any such policy or policies shall be altered or canceled, and that no act or default of the Developer shall affect the rights of the City under such policy or policies.

c. Worker's Compensation Insurance. Statutory workers' compensation and disability insurance.

6.3 Taxes and Liabilities. Pay, when due, all taxes, assessments and other liabilities except as contested in good faith and by appropriate proceedings.

6.4 Real Estate Taxes and Insurance Premiums. Promptly advise the City of the non-payment when due of any real estate taxes or installments of special assessments payable with respect to the Project.

6.5 Construction of Minimum Improvements. Commence construction of the Minimum Improvements on or before June 30, 2011. Complete the Minimum Improvements on or before the Completion Date in a good and workmanlike manner, in accordance with the Plans and in compliance with applicable laws, rules, regulations, building codes, and ordinances.

6.6 Reimbursement of Expenses. Promptly reimburse the City for any and all expenses of collection of any loan made or to be made hereunder, including reasonable attorneys' fees, whether or not suit is commenced.

6.7 Financial Information Regarding Guarantor's Net Worth and Substitute Guarantor. Until the City Note is paid in full, the Developer shall cause the Guarantor to provide the City with a reviewed financial statement for the Guarantor for the immediately preceding calendar year prepared by a certified public account (who may be any employee of the Guarantor) in accordance with generally accepted accounting principles, consistently applied on or before May 15 of each calendar year. If, in any year, the Guarantor's net worth is less than \$2,200,000.00, Developer must provide a replacement guaranty from another individual or entity reasonably acceptable to the City and having a net worth of not less than \$2,200,000.00. If a replacement guaranty is provided, the person or entity providing the replacement guaranty shall be the "Guarantor" for purposes of this Agreement.

6.8 On or before April 1, 2014 and on or before each April 1 thereafter until April 1, 2029, the Developer must provide the City with a statement from a certified public accountant setting forth the "Net Cash Flow," "Net Operating Expenses" and "Operating Expenses," as defined in the Development Agreement, for the immediately preceding calendar year and with such back-up documentation regarding income, expenses and debt service as the City may reasonably request to confirm the certified public accountant's calculation of "Net Cash Flow," "Net Operating Income," and "Operating Expenses." The certified public accountant who prepares the statement may be an employee of Borrower or an Affiliate of Borrower.

ARTICLE VII.

EVENTS OF DEFAULT AND THEIR EFFECT

7.1 Events of Default. Each of the following shall constitute an "Event of Default" under this City Loan Agreement:

a. Nonpayment of Note. Developer fails to pay any installment of principal on the City Note when due, and such payment is not made within a period of five (5) days after Written Notice thereof shall have been given by the City to the Developer.

b. Other Covenants. The Developer defaults in the due performance or observance of any term, covenant or agreement contained in this City Loan Agreement and such default shall continue for a period of fifteen (15) days after written notice thereof shall have been given by the City to the Developer.

c. Other Loan Documents. The Developer defaults in the due performance or observance of any term, covenant or agreement contained in any one or more of the Loan Documents and (a) such default constitutes an "Event of Default" under the terms of such other Loan Document(s), or (b) such default shall continue beyond the applicable notice and cure, if any, set forth in such other Loan Document.

d. Development Agreement. The Developer defaults in the due performance or observance of any term, covenant or agreement contained in the Development Agreement and such default shall continue beyond the applicable notice and cure period, if any, set forth in the Development Agreement.

e. Insolvency of Developer or Guarantor. The Developer or the Guarantor (i) becomes insolvent or unable to pay its debts generally as they mature, (ii) suspends business, (iii) makes a general assignment for the benefit of creditors, (iv) admits in writing its inability to pay its debts generally as they mature; (v) files or has filed against it a petition in bankruptcy or a petition or answer seeking a reorganization, arrangement with creditors or other similar relief under the federal bankruptcy laws or under any other applicable law of the United States of America or any state thereof, (vi) consents to the appointment of a trustee or receiver for it or for a substantial part of its property, (vii) takes any organizational action for the purpose of effecting or consenting to any of the foregoing.

f. Representations and Warranties. If any representation or warranty contained herein or in any other Loan Document, or in any letter, financial statement, or certificate furnished or to be furnished to the City, proves to be false in any material respect as of the date this City Loan Agreement is executed or at the time such letter or certificate is delivered to the City.

g. Completion of Minimum Improvements. If the Developer has not Completed the Minimum Improvements on or before the Completion Date.

7.2 Effect of Event of Default. If any Event of Default shall occur, the City Note shall, at the City's option, become immediately due and payable, in full, by giving the Developer written notice of such acceleration. In addition, and without limiting any other remedy available to the City, upon the occurrence of an event set forth in Section 8.1(e) above, all sums outstanding on the City Note shall

become immediately due and payable automatically without notice to the Developer. If any Event of Default shall occur, the City may, at its option, exercise any of its available rights and remedies under the Loan Documents and under any applicable law, rule or regulation, including, without limitation, the following:

a. terminate the City's obligation to Advance any further sums pursuant hereto; or

b. declare all amounts advanced against the City Note, plus all accrued but unpaid interest thereon, to be immediately due and payable, and demand payment in full of the then-outstanding principal balance of the City Note and all accrued but unpaid interest thereon.

7.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this City Loan Agreement, the other Loan Documents, the Development Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII.

MISCELLANEOUS

8.1 Conflicts of Interest. No member of the governing body or other official of the City shall participate in any decision relating to this City Loan Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this City Loan Agreement.

8.2 Titles of Articles and Sections. Any titles of the several parts, articles and sections of this City Loan Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8.3 Binding Effect. The parties hereto agree that this City Loan Agreement shall be binding upon and inure to the benefit of their respective successors in interest and assigns including any holder of or participant in the Note; provided, however, that the Developer may not assign or transfer its interest herein without the prior written consent of the City. Nothing herein shall be interpreted or construed as creating any rights in any person other than the parties hereto.

8.4 Governing Law, Waiver of Right to Jury Trial, Jurisdiction, Venue and Severability. This City Loan Agreement is made in the state of Minnesota and shall be construed in accordance with the laws thereof. The parties consent to the personal jurisdiction of the state and federal courts located in the state of Minnesota in connection with any controversy related to this City Loan Agreement and the parties waive any argument that venue in such forms is not convenient. The parties agree that any litigation initiated by either party against the other shall be venued either in the district court in Anoka County, Minnesota or the U.S. District Court, District of Minnesota. The City and the Developer, each having been represented by counsel each knowingly and voluntarily waives a right to a trial by jury in any action or proceeding to enforce or defend any rights under this City Loan Agreement

or any amendment to this City Loan Agreement. If any provision of this City Loan Agreement is in conflict with any statute or rule of law of the state of Minnesota or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from and shall not invalidate any other provision of this City Loan Agreement.

8.5 Notices. Any notices required or contemplated hereunder shall be effective upon the placing thereof in the United States mails, certified mail and with return receipt requested, postage prepaid, or sent by overnight courier, or sent by facsimile, and addressed as follows:

If to Developer: F&C Ramsey, LLC
8900 Keystone Crossing #1200
Indianapolis, IN 46240
Attn: David M. Flaherty
Telephone No.: (317) 816-9300
Facsimile No.: (317) 816-9301
Email: dflaherty@flahertycollins.com

With copies to: Barnes & Thornburg
11 S. Meridian St.
Indianapolis, IN 46204
Attn: Stephen Lee
Telephone No.: (317) 231-7200
Facsimile No.: (317) 231-7433
Email: stephen.lee@BTLaw.com

If to City: City of Ramsey, Minnesota
Ramsey Municipal Center
7550 Sunwood Drive
Ramsey, MN 55303
Attn: City Administrator
Telephone No.: (763) 427-1410
Facsimile No.: (763) 433-9888
Email: kulrich@ci.ramsey.mn.us

With copies to: Briggs and Morgan, P.A.
2200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402
Attn: Tom Bray
Email: tbray@briggs.com
Facsimile No. (612) 977-8650

8.6 No Waivers. No failure or delay on the part of the City in exercising any right, power or privilege hereunder and no course of dealing between the Developer and the City shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8.7 Amendment and Waiver. Neither this City Loan Agreement nor any provision hereof may be modified, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

In the event any agreement contained in this City Loan Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

8.8 Counterparts. This City Loan Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and either of the parties may execute this City Loan Agreement by signing any such counterparts.

8.9 Superseding Effect. This City Loan Agreement, the Loan Documents, the Development Agreement, and the Purchase Agreement constitute the entire agreement between the City and Developer with respect to the matters addressed in those agreements and documents, and those agreements and documents supersede and replace any prior agreements, either oral or written, with respect to those matters.

8.10 Indemnification. The Developer hereby agrees to defend, protect, indemnify and hold harmless City and its affiliates and the directors, officers, employees of the City and its affiliates (each of the foregoing being an "Indemnitee" and all of the foregoing being collectively the "Indemnitees") from and against any and all claims, actions, damages, liabilities, judgments, costs and expenses (including all reasonable fees and disbursements of counsel which may be incurred in the investigation or defense of any matter) imposed upon, incurred by or asserted against any Indemnitee, whether direct, indirect or consequential and whether based on any federal, state, local or foreign laws or regulations (including securities laws, environmental laws, commercial laws and regulations), under common law or on equitable cause, or on contract or otherwise:

a. by reason of, relating to or in connection with the execution, delivery, performance or enforcement of any Loan Document, any commitments relating thereto, or any transaction contemplated thereby; or

b. by reason by, relating to or in connection with any credit extended or used under any Loan Document or any act done or omitted by any Person, or the exercise of any rights or remedies thereunder, including the acquisition of any collateral by the City by way of foreclosure of the lien thereon, deed or bill of sale in lieu of such foreclosure or otherwise;

provided, however, that the Developer shall not be liable to any Indemnitee for any portion of such claims, damages, liabilities and expenses resulting from such Indemnitee's gross negligence or willful misconduct. In the event this indemnity is unenforceable as a matter of law as to a particular matter or consequence referred to herein, it shall be enforceable to the full extent permitted by law.

The indemnification provisions set forth above shall be in addition to any liability the Developer may otherwise have. Without prejudice to the survival of any other obligation of the Developer hereunder, the indemnities and obligations of the Developer contained in this Section 9.9 shall survive the payment in full of the sums outstanding on the Note.

8.11 Developer Acknowledgments. The Developer hereby acknowledges that (a) it has been advised by counsel in the negotiation, execution and delivery of this City Loan Agreement and the other Loan Documents, (b) the City has no fiduciary relationship to the Developer, the relationship between the Developer and the City being solely that of debtor and creditor, (c) no joint venture exists between the Developer and the City, and (d) the City undertakes no responsibility to the Developer to review or inform the Developer of any matter in connection with any phase of the business or operations of the Developer and the Developer shall rely entirely upon its own judgment with respect to its business,

and any review, inspection or supervision of, or information supplied to, the Developer by the City is for the protection of the City and neither the Developer nor any third party is entitled to rely thereon.

8.12 Time of Essence. The parties' timely performance of each of the obligations set forth in this City Loan Agreement is an essential term of this City Loan Agreement.

8.13 Survival. The City and the Developer intend that the terms of this City Loan Agreement shall survive the parties' execution of the Development Agreement, Purchase Agreement, the deeds and other documents referenced in the Purchase Agreement, the Loan Documents and none of the terms or conditions of this City Loan Agreement shall be merged into any other documents executed in connection with the transactions contemplated herein.

8.14 Interpretation. The City and the Developer agree that this City Loan Agreement shall be interpreted without regard to which party drafted the City Loan Agreement.

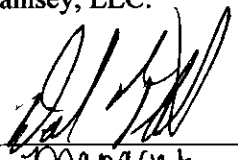
8.15 No Relationship. The City and the Developer are not, for any purpose, partners or joint ventures with respect to the development contemplated by this City Loan Agreement.

[Remainder of page intentionally left blank;
Signature page follows]

IN WITNESS WHEREOF, the parties hereby have caused this City Loan Agreement to be executed and delivered the date and year first above written.

DEVELOPER:

F&C Ramsey, LLC.

By 
Its Manager

CITY:

CITY OF RAMSEY, Minnesota, a public body
corporate and politic under the laws of Minnesota

By _____
Its Mayor

By _____
Its City Administrator

EXHIBIT A

FORM OF DRAW REQUEST AND DRAW REQUEST CERTIFICATION

F& C Ramsey, LLC, an Indiana limited liability company ("Developer"), hereby certify as follows (all terms not otherwise defined herein having the meanings set forth in the City Loan Agreement ("City Loan Agreement") dated _____, 2010, between the Developer and the City of Ramsey, Minnesota, a public body corporate and politic under the laws of Minnesota:

a. At the date hereof no suit or proceeding at law or in equity, and no notice has been received that any investigation or proceeding of any governmental body has been instituted or, to the knowledge of Developer, is threatened, which in either case could have a material adverse effect on the financial condition or business operations of Developer.

b. At the date hereof, no default or event of default (other than any attributable to City) under the City Loan Agreement or under any of the other Loan Documents has occurred and is continuing, and no event has occurred which, upon the service of notice and/or the lapse of time, would constitute an event of default thereunder, except the following:

c. The representations and warranties set forth in Article V of the City Loan Agreement are hereby reaffirmed and restated, and Developer represents and warrants to City that the same are true, correct and complete on the date hereof, except as to the following:

_____.

d. No material adverse change has occurred in the financial condition or in the assets or liabilities of Developer from those set forth in the latest financial statements for each furnished to City, except the following: _____.

e. The progress of construction of the Project is such that it can be completed on or before the Completion Date specified in the City Loan Agreement for the cost originally represented to City, except for the following: _____.

f. The City Loan, as of the date hereof, is in balance as required by the City Loan Agreement, and the undisbursed proceeds of the City Loan, including the Advance requested herein, together with undisbursed proceeds of Developer's loan from _____ are adequate and sufficient to pay for all labor, materials, equipment, work, services and supplies necessary for the completion of the Minimum Improvements to which such Advance relates, including the installation of all fixtures and equipment required for the operation of the completed Project, except for the following increases in the total cost of the Minimum Improvements:

_____.

g. The labor, materials, equipment, work, services and supplies described herein have been performed upon or furnished to the Project in full accordance with the Plans, which have not been amended except as expressly permitted by the City Loan Agreement.

h. There have been no changes in any estimated costs relating to the completion of the Minimum Improvements from those set forth on the Construction Cost

Statement, as amended by any amendment thereto heretofore delivered by Developer to City and approved by City, if such approval is required by the City Loan Agreement.

i. All bills for labor, materials, equipment, work, services and supplies furnished in connection with the construction of the Minimum Improvements, which could give rise to a mechanic's lien if unpaid, have been paid, will be paid out of the requested Advance or are not yet due and payable.

j. All claims for mechanics' liens which shall have arisen or could arise for labor, materials, equipment, work, services or supplies furnished in connection with the Project through the last day of the period covered by the requested Advance have been effectively waived in writing, or will be effectively waived in writing when payment is made and such written lien waiver shall be delivered to City or its disbursing agent prior to the next Advance or final Advance against the City Note, or sooner as may be requested by the Title Company or City.

k. All funds advanced under the City Loan Agreement to date have been utilized as specified in the Draw Requests pursuant to which the same were advanced, exclusively to pay costs incurred for or in connection with constructing the Minimum Improvements and developing the Development Property and the Project, and Developer represents that no part of the City Loan proceeds have been paid for labor, materials, equipment, work, services or supplies incorporated into or employed in connection with any project other than the Project, as that term is defined in the City Loan Agreement. Developer further represents that all funds covered by this Draw Request are for payment for labor, materials, equipment, work, services or supplies furnished solely in connection with the construction and completion of the Minimum Improvements.

Developer authorizes and requests City to charge the total amount of this Draw Request against Developer's City Loan account and to advance from the proceeds of the City Loan the funds hereby requested, and to make or authorize disbursement of said funds to the Title Company for disbursement to Developer in amounts up to, but not exceeding, the amounts listed herein, subject to the requirements of and in accordance with the procedures provided in the City Loan Agreement. The Advance made pursuant to this Draw Request is acknowledged to be an accommodation to Developer and is not a waiver by City of any Defaults or Events of Default under the City Loan Agreement or any of the other Loan Documents or any other claims of City against Developer.

The advances and disbursements on the attached sheets are hereby approved and authorized.

F & C Ramsey, LLC,
An Indiana limited liability company

By _____
Its _____

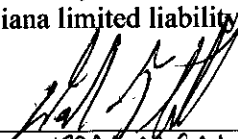

manager

EXHIBIT D

CITY NOTE

PROMISSORY NOTE

\$1,420,000.00

Ramsey, Minnesota
_____, 2011

FOR VALUE RECEIVED, F&C Ramsey, LLC, an Indiana limited liability company ("Borrower") promises to pay to the order of the City of Ramsey, Minnesota, a home rule charter city organized and existing under the constitution and laws of the State of Minnesota ("Lender") the principal sum of ONE MILLION FOUR HUNDRED TWENTY and 00/100 Dollars (\$1,420,000.00), or so much thereof as Lender has actually advanced to Borrower pursuant to the terms of that certain City Loan Agreement between Lender and Borrower of even date herewith (the "City Loan Agreement"), together with interest thereon as provided for in this Promissory Note. Borrower shall make payments to Lender at Ramsey Municipal Center, 7550 Sunwood Drive, Ramsey, Minnesota 55303, or at such other place as Lender may from time to time designate, in writing, in lawful money of the United States of America. Borrower, Lender and The Housing and Redevelopment Agreement Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the state of Minnesota (the "HRA") are also parties to a Development Agreement dated _____, 2010 and recorded in the office of the Anoka County Registrar of Titles on _____, 2010, as Document No. _____ (the "Development Agreement"). Capitalized terms used in this Promissory Note and not defined herein have the meanings established for such terms in the Development Agreement.

Absent a default by Borrower in the timely payment of amounts due under this Promissory Note, no interest shall accrue on the outstanding amounts due under this Promissory Note until April 1, 2024. In lieu of non-default interest prior to April 1, 2024 and as consideration for the extension of credit, Lender is charging Borrower a one-time fee of \$120,000.00 as set forth in the City Loan Agreement. Commencing on April 1, 2024 simple interest will accrue on the unpaid principal balance of this Promissory Note at the rate of 6.25% per annum until this Promissory Note is paid in full. If, at any time, Borrower defaults in the timely payment of any amounts due under this Promissory Note, Lender gives Borrower notice of the default and Borrower does not cure the default within ten (10) business days of Lender's Notice, interest shall accrue on the outstanding principal balance of this Promissory Note from the date of the default through the date Borrower cures all defaults under this Promissory Note at the rate of twelve percent (12%) per annum.

Commencing on April 1, 2014 and continuing on each April 1 thereafter until April 1, 2029, Borrower must pay to Lender, in certified or wire transferred funds and for application to the outstanding principal and interest, if any, due under this Promissory Note, an amount equal to 20% of the Net Cash Flow, as defined in the Development Agreement, for the immediately

preceding calendar year. Commencing on April 1, 2014 and continuing on each April 1 thereafter until April 1, 2029, Borrower must also provide Lender with a statement from a certified public account setting forth the "Net Cash Flow," "Net Operating Expenses" and "Operating Expenses," as defined in the Development Agreement, for the immediately preceding calendar year and with such back-up documentation regarding income, expenses and debt service as Lender may reasonably request to confirm the certified public accountant's (who may be an employee of an affiliate of Borrower) calculation of "Net Cash Flow," "Net Operating Income," and "Operating Expenses."

In addition to the annual payments described in the preceding paragraph, if and each time Developer refinances a "Construction Loan," as defined in the Development Agreement, Developer must make an additional payment to the City, for application to the outstanding principal and accrued, unpaid interest, if any, due under this Promissory Note, in an amount equal to 20% of the difference between the principal amount of the new Construction Loan and the amount of the outstanding principal and accrued, unpaid interest under the Construction Loan that is being refinanced. Notwithstanding the foregoing, if Developer refinances a Construction Loan to obtain additional funds that are necessary to complete the initial construction of the Minimum Improvements, Developer is not obligated to pay the City 20% of the amount of the new loan that Developer uses to pay costs of completing the initial Construction of the Minimum Improvements.

The entire outstanding principal amount of this Promissory Note and all accrued interest, if any, is due and payable in full upon the earlier of April 1, 2029 or the date there is a "Sale of the Development Property," as defined in the Development Agreement.

Borrowers may prepay this Promissory Note, in whole or in part, at any time and, if in part, from time to time, during the entire term of this Promissory Note. All payments shall be applied first to the payment of accrued, unpaid late charges then to and accrued, unpaid interest, if any, with the balance, if any, applied to the reduction of principal.

This Promissory Note is the note referred to as the "City Note" in the Development Agreement and in the City Loan Agreement and is subject to the additional terms and conditions set forth in the Development Agreement, the City Loan Agreement and each of the "Loan Documents," as defined in the City Loan Agreement.

If a payment due hereunder is not made within five days after the date when due, Borrower shall pay to Lender a late payment charge of 5% of the amount of the overdue payment to compensate Lender for a portion of the cost related to handling the overdue payment. Failure to exercise any option provided herein shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Borrower agrees that if, and as often as, this Note is given to an attorney for collection or to defend or enforce any of Lender's rights hereunder, Borrower will pay to the Lender Lender's reasonable attorneys' fees together with all court costs and other expenses paid by Lender.

Borrower waives presentment, protest and demand, notice of protest, demand and of dishonor and nonpayment of this Promissory Note and any lack of diligence or delays in collection or enforcement of this Note. Borrower agree that this Promissory Note, or any

payment hereunder, may be extended from time to time, and Borrowers consent to the release of any party liable for the obligation evidenced by this Promissory Note, the release of any of the security for this Note, the acceptance of any other security therefore, or any other indulgence or forbearance whatsoever, all without notice to any party and without affecting the liability of Borrowers.

Borrowers represent and warrant to Lender that Borrower will use the proceeds of the loan evidenced by this Promissory Note solely for business purposes.

If Borrower defaults on the performance of one or more of Borrower's obligations under this Promissory Note or upon the occurrence of any other "Event of Default" (as defined in the Development Agreement or the City Loan Agreement), the entire outstanding principal balance hereof and all accrued interest and other amounts due hereon shall, at the option of the Lender, become immediately due and payable, without notice or demand, provided, however that if an Event of Default described in Section 8.1(h) of the City Loan Agreement occurs, all sums outstanding on this Note shall become immediately due and payable in full without notice or demand whatsoever.

THIS NOTE SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS OR PRINCIPLES THEREOF. WHENEVER POSSIBLE, EACH PROVISION OF THIS NOTE AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO, SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER SUCH APPLICABLE LAW, BUT, IF ANY PROVISION OF THIS NOTE OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER SUCH APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS NOTE OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO.

AT THE OPTION OF LENDER, THIS NOTE MAY BE ENFORCED IN MINNESOTA STATE COURT SITTING IN ANOKA COUNTY; AND BORROWERS CONSENT TO THE JURISDICTION AND VENUE OF SUCH COURT AND WAIVE ANY ARGUMENT THAT VENUE IN SUCH FORUM IS NOT CONVENIENT. IN THE EVENT BORROWERS COMMENCE ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS NOTE, LENDER AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO THE JURISDICTION AND VENUE ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

EACH OF THE BORROWERS AND LENDER IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE OR ANY OF THE LOAN DOCUMENTS (AS DEFINED IN

THE LOAN AGREEMENT) OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Time is of the essence of this Note and each of the provisions hereof.

IN WITNESS WHEREOF, Borrowers have executed this Note as of the date first above written.

F & C RAMSEY, LLC

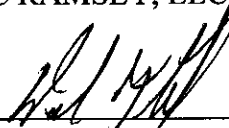
By: 
Its: Chief Manager

EXHIBIT E

GUARANTY

GUARANTY

_____, 2011

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the City of Ramsey, Minnesota, a charter city organized and existing under the constitution and laws of the State of Minnesota (the "City"), to lend \$1,420,000 to F & C Development, Inc., an Indiana corporation (the "Developer") pursuant to the terms of that certain City Loan Agreement between the Developer and the City of even date herewith (the "City Loan Agreement") and the related Promissory Note executed by Developer in favor of the City of even date herewith (the "City Note"), the undersigned hereby absolutely and unconditionally guarantees to the City the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, all amounts payable by Developer to the City pursuant to the City Loan Agreement, the City Note, and all other Loan Documents (as defined therein), as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several (all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness").

The undersigned further acknowledges and agrees with City that:

1. No act or thing need occur to establish the liability of the undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the undersigned or modify, reduce, limit or release the liability of the undersigned hereunder.

2. So long as any portion of the Indebtedness remains outstanding, the undersigned shall, on or before May 15 of each year, provide the City with a reviewed financial statement for the undersigned prepared by an independent accounting firm in accordance with generally accepted accounting principals, consistently applied. If, in any year, the undersigned's net worth is less than \$2,200,000.00 then the City shall have the right, upon ten (10) days written notice to Developer and the Developer's failure to provide a replacement guaranty from another individual or entity reasonably acceptable to the City and having a net worth of \$2,200,000.00 or more, as evidenced by a current reviewed financial statement for the replacement guarantor prepared by an independent accounting firm in accordance with generally accepted accounting principals, consistently applied, to declare the Indebtedness immediately due and payable, and the undersigned will forthwith pay to the City the full amount of all Indebtedness, whether due and payable or unmatured. If the undersigned voluntarily commences or there is commenced involuntarily against the undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

3. The liability of the undersigned hereunder shall include accrued interest, all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the undersigned hereunder. The City may apply any sums received by or

available to the City on account of the Indebtedness from Developer, from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the undersigned hereunder.

4. The undersigned will pay or reimburse the City for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the City in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

5. Whether or not any existing relationship between the undersigned and Developer has been changed or ended and whether or not this guaranty has been revoked, the City may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the undersigned and without any notice to the undersigned. The liability of the undersigned shall not be affected or impaired by any of the following acts or things (which the City is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver or indulgence granted to Developer, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Developer or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof of substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any modification, substitution, discharge, impairment, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the City under §1111(b) of the United States Bankruptcy Code.

6. The undersigned waives any and all defenses, claims and discharges of Developer, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert, plead or enforce against the City any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Developer or any other person liable in respect of any Indebtedness, or any setoff available against the City to Developer or any such other person, whether or not on account of a related transaction. The undersigned expressly agree that the undersigned shall be and remain liable for any deficiency remaining after foreclosure of any deed of trust or security interest securing Indebtedness, whether or not the liability of Developer or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

7. The undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The City shall not be required first to resort for payment of the Indebtedness to Developer or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

8. If any payment applied by the City to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Developer or any other obligor) the Indebtedness to which

such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

9. The liability of the undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the undersigned to the City as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

10. The undersigned represents and warrants to the City that (i) the undersigned has full power and authority to make and deliver this guaranty; (ii) the execution, delivery and performance of this guaranty by the undersigned does not and will not violate the provisions of, or constitute a default under, any presently applicable law or any agreement presently binding on the undersigned; (iii) this guaranty has been duly executed and delivered by the undersigned and constitutes the undersigned's lawful, binding and legally enforceable obligation (subject to the United States Bankruptcy Code and other similar laws generally affecting the enforcement of creditors' rights); and (iv) the execution and delivery and performance of this guaranty does not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

11. This guaranty shall be effective upon delivery to the City, without further act, condition or acceptance by the City, shall be binding upon the undersigned and the successors and assigns of the undersigned and shall inure to the benefit of the City and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are to be severable. This guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the undersigned and the City. The undersigned waives notice of the City's acceptance hereof and waives the right to a trial by jury in any action based on or pertaining to this guaranty.

12. This guaranty shall be construed according to the laws of the State of Minnesota in which state it shall be performed by the undersigned. The undersigned hereby consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this guaranty, waives any argument that venue in such forums is not convenient, and agrees that any litigation initiated by the undersigned against the City in connection with this guaranty may be venued in either the District Court of Anoka County, Minnesota or the United States District Court in Minnesota.

13. The undersigned represents, warrants, acknowledges and agrees that: (i) the undersigned will receive direct economic benefit from the loans and advances made by the City to Developer evidenced by the Indebtedness, (ii) the City is making advances to Developer in reliance upon this guaranty, and (iii) the undersigned has received reasonably equivalent value in return for the undersigned's execution and delivery of this guaranty.

14. The undersigned waives and relinquishes any right of subrogation or other right of reimbursement from the Developer or the Developer's estate and any other right to payment from the Developer or the Developer's estate, arising out of or on account of any sums paid or agreed to be paid by the undersigned under this guaranty, whether any such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured. The provisions of this paragraph are made for the express benefit of Developer as well as City and may be enforced independently by Developer.

15. The creation or existence from time to time of Indebtedness in excess of the amount to which the right of recovery under this Guaranty is limited is hereby authorized, without notice to the undersigned, and shall in no way affect or impair the rights of the Lender and the obligations of the undersigned under this Guaranty.

16. The undersigned hereby agrees to deliver to the City, as soon as available, and in any event within 120 days of the end of each calendar year, a sworn statement of the undersigned, in the form provided by City, and including, without limitation, a copy of the undersigned's annual internally-prepared financial statement and federal tax return in such form and detail as City may require.

IN WITNESS WHEREOF, this guaranty has been duly executed by the undersigned the day and year first above written.

Flaherty & Collins Construction, Inc.
an Indiana corporation

By: 

Its: President

SIGNATURE PAGE TO GUARANTY

EXHIBIT F

ASSESSMENT AGREEMENT

ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of this _____ day of _____, 2010, is between the City of Ramsey, Minnesota a home rule charter city organized and existing under the constitution and the laws of the State of Minnesota (the "City") and F & C Development, Inc., an Indiana corporation (the "Developer").

WITNESSETH

WHEREAS, on or before the date hereof the City, The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota (the "HRA") and the Developer have entered into a Development Agreement dated as of _____, 2010 (the "Development Agreement") regarding the property located in the City and legally described on the attached Exhibit A (the "Development Property").

WHEREAS, it is contemplated that pursuant to said Development Agreement, the Developer will construct certain "Minimum Improvement," as defined in the Development Agreement, on the Development Property in accordance with construction plans approved by the City (the "Project").

WHEREAS, the City and Developer desire to establish a minimum market value for the Development Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177.

WHEREAS, the Developer has acquired the Development Property.

WHEREAS, the City and the Assessor have reviewed Final Construction Plans, as defined in the Development Agreement for the Project.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. The Project shall be assessed for ad valorem real estate tax purposes at the minimum market values set forth on the attached Exhibit B, for assessment years 2013 through and including 2037.

2. The minimum market values herein established shall be of no further force and effect and this Agreement shall terminate on the earlier of (i) December 31, 2037; or (ii) the date on which the City's Tax Increment Financing District No. 14 expires or is otherwise terminated. If this Agreement terminates earlier than December 31, 2037, the City shall duly execute and record a release of this Agreement, upon the written request of the then holder of fee title to the Development Property.

3. This Agreement shall be recorded by the City with the County Recorder of Anoka County, Minnesota. The Developer shall pay all costs of recording.

4. Nothing in this Agreement limits the discretion of the Assessor to assign a market value to the Development Property in excess of the minimum market values set forth herein nor prohibits the Developer from seeking, through the exercise of legal or administrative remedies, a reduction of the Development Property's market value for ad valorem real estate tax purposes, but the Developer may not seek a reduction of the Development Property's market value for ad valorem real estate tax purposes below the applicable minimum market value with respect to any year during which this Agreement remains in effect.

5. Neither the preambles nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the Development Agreement between the City and the Developer.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the City, the Developer and the Assessor have caused this Agreement to be executed in their names and on their behalf all as of the date set forth above.

CITY OF RAMSEY, MINNESOTA

(SEAL)

By _____
Its Mayor

By _____
Its City Adminsitrator

STATE OF MINNESOTA)
): ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the Mayor and _____ the City Adminsitrator, of the City of Ramsey on behalf of said City.

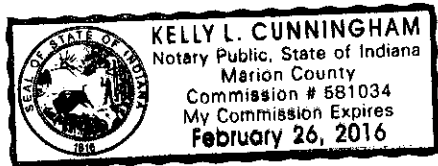
Notary Public

F & C RAMSEY, LLC

By [Signature]
Its: Chief Manager

STATE OF INDIANA)
) ss.
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 25 day of January, 2011, by David M. Flaherty, the Chief Manager of F & C Ramsey, LLC., an Indiana limited liability company, on behalf of said corporation.



[Signature]
Notary Public

This Instrument Drafted By:

Briggs and Morgan, P.A. (TLB)
2200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2157

Signature page for Assessment Agreement by and between the City of Ramsey, Minnesota, F & C Ramsey, LLC. and the Anoka County Assessor.

EXHIBIT A TO ASSESSMENT AGREEMENT

Legal Description of Development Property

Lot 3, Block 1, COR ONE, Anoka County, Minnesota.

SCHEDULE OF MINIMUM MARKET VALUES

Assessment Year	Minimum Market Value
2012	\$9,710,000.00
2013	\$19,420,000.00
2014	\$19,420,000.00
2015	\$19,420,000.00
2016	\$19,420,000.00
2017	\$19,420,000.00
2018	\$19,420,000.00
2019	\$19,420,000.00
2020	\$19,420,000.00
2021	\$19,420,000.00
2022	\$19,420,000.00
2023	\$19,420,000.00
2024	\$19,420,000.00
2025	\$19,420,000.00
2026	\$19,420,000.00
2027	\$19,420,000.00
2028	\$19,420,000.00
2029	\$19,420,000.00
2030	\$19,420,000.00
2031	\$19,420,000.00
2032	\$19,420,000.00
2033	\$19,420,000.00
2034	\$19,420,000.00
2035	\$19,420,000.00
2036	\$19,420,000.00
2037	\$19,420,000.00

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the Assessment Agreement dated as of _____, 2011 between the City of Ramsey, Minnesota and F & C Development, Inc., an Indiana corporation; the Construction Plans for the Project, as defined in the Assessment Agreement; and the market value currently assigned to land upon which the improvements are to be constructed and being of the opinion that the minimum market values contained in the Assessment Agreement appears reasonable, hereby certifies as follows:

The undersigned Assessor, being legally responsible for the assessment of the above described property, hereby certifies that the market values assigned to such land and improvements are reasonable.

County Assessor for Anoka County

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____, 2011, by _____, the County Assessor of Anoka County.

Notary Public

EXHIBIT G **DEVELOPMENT FEES**

Fee	2010 Amount	2011 Amount	Orig Multiplier	Adjust Multiplier	Type	Orig Total	Adjust Total	Credit	2011 Total	Dif 2010 2011
Park	2475	2475	229	195	Unit	\$566,775	\$481,759	\$85,016	\$481,759	\$0
Trail	600	600	229	229	Unit	\$137,400	\$137,400	\$0	\$137,400	\$0
Water Trunk	2209	2308	229	229	Unit	\$505,861	\$505,861	\$0	\$528,532	\$22,671
Water Lateral	8777	9102	2	2	Connection	\$17,554	\$17,554	\$0	\$18,204	\$650
Sewer Trunk	1271	1318	229	229	Unit	\$291,059	\$291,059	\$0	\$301,822	\$10,763
Sewer Lateral	3847	3989	2	2	Connection	\$7,694	\$7,694	\$0	\$7,978	\$284
Stormwater	448	465	229	229	Unit	\$102,592	\$102,592	\$0	\$106,485	\$3,893
SAC	2100	2230	229	229	SAC Unit	\$480,900	\$480,900	\$0	\$510,670	\$29,770
WAC	1627	1701	229	229	WAC Unit	\$372,583	\$372,583	\$0	\$389,529	\$16,946
SAC Handling	200	200	229	229	SAC Unit	\$45,800	\$45,800	\$0	\$45,800	\$0
Grand Total						\$2,528,218	\$2,443,202	\$85,016	\$2,528,179	\$84,977
NOTE: This is NOT the official SAC/WAC determination. Final plans will be needed in order for the Metropolitan Council to calculate final SAC determination.										

THESE FIGURES ARE ESTIMATES ONLY.

EXHIBIT H

DESCRIPTION OF THE ADDITIONAL PARKING IMPROVEMENTS

Way Finding and Stall Designation Signage

1. Way finding signs to indicate the location of reserved residential parking. The location and design of way finding signs to be prepared by Developer in a timely fashion and submitted to City for approval.

2. Stall designation signage to be located at each of the reserved residential stalls. The location and design of stall designation signs to be prepared by Developer in a timely fashion and submitted to City for approval.

EXHIBIT I

DESCRIPTION OF THE MINIMUM IMPROVEMENTS

An approximately 230 unit, luxury, four story, rental apartment project, consisting of approximately fourteen (14) two-story townhomes, with two levels of flats above, and the balance of the units will be configured as four levels of flats that will wrap around the future parking garage expansion. All parking for the residential units will be in the parking garage, with the exception of the townhome units, which will have their own garage for each unit. The project will include not less than 3,000 sq. ft. of retail space, located on the first floor in the space closest to the Ramsey City Hall.

Amenities for the residential units shall include a fitness center with cardio theatre and tanning bed, business center, cyber café, game room, courtyards, and a resort style pool. Additionally, all units will have their own washer and dryer. Architecturally, The Residence will combine urban architecture with components that exist in THE COR project today. The building will be Type V Construction, wood framed, with the façade consisting of brick, stone elements, and cement board. The roof will be a "flat roof" to further pronounce the urban nature of the architecture. All or most HVAC units will be rooftop mounted units so to best screen from street level site lines.

EXHIBIT J
ELIGIBLE COSTS

City of Ramsey

COR Apartments - Qualified Costs

General Conditions
Strip Topsoil & Haul off 3 acres
Pad with Haul in Fill
Utilities
Fine grade green areas
Landscaping
Pool and fencing
Fire Pit
Irrigation
Site lighting
Security equipment
Sidewalk
Land Acquisition
Building Permit
Plan Review Fee
Fire Separation from Parking Ramp
Foundations
Contractor Fee

EXHIBIT K

AGREEMENT REGARDING COMMERCIAL SPACE

AGREEMENT REGARDING COMMERCIAL SPACE

1. **Parties.** The parties to this Agreement Regarding Commercial Space are The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a body politic and corporate under the laws of the State of Minnesota (the "HRA") and F&C Ramsey, LLC, an Indiana limited liability company (the "Developer").

2. **Recitals.**

2.1 **Recital One.** The HRA, the Developer and the City of Ramsey, Minnesota (the "City") are parties to a Development Agreement and to Purchase Agreement, each dated as of _____, 2010, pursuant to which the Developer has agreed to construct an approximately 230 unit, luxury, four-story, rental apartment project on property the Developer is purchasing from the HRA (the "Project").

2.2 **Recital Two.** The HRA has agreed to sell the Developer the property upon which the Developer will construct the Project and the City has agreed to provide the Developer with tax increment financing and a loan to help finance the construction of the Project, on terms that are intended to encourage and support the development of the Project; and

2.3 **Recital Three.** The Developer's original proposal for the Project did not include any retail space. The HRA believes that the inclusion of retail space in the Project would be beneficial to the overall COR ONE development, so, the HRA has agreed to enter into this Agreement with the Developer to induce Developer to include not less than 3,000 rentable square feet of retail space in the Project.

3. **Definitions.** Capitalized terms used in this Agreement and not otherwise defined herein have the following meanings:

"Additional Rent" means amounts that a tenant is obligated to pay directly or to pay to the Developer for real estate taxes, insurance premiums or customary operating costs (other than separately metered utilities) under the terms of a lease with the Developer for the Retail Space.

"Commencement Date" means the date the Developer obtains a Certificate of Occupancy for the residential portion of the Project.

"Gross Rent" means the rent due from a tenant to the Developer under a lease of the Retail Space in which the landlord is

responsible for the payment of real estate taxes, insurance premiums and customary operating costs other than separately metered utilities.

“Gross Rent Equivalent” means the sum of the rent a tenant is obligated to pay to the Developer plus any Additional Rent that a tenant is obligated to pay, under a lease with the Developer for the Retail Space in which the tenant is responsible for the payment of Additional Rent.

“Retail Space” means the approximately 3,000 square foot retail space located on the first floor of the Project.

“Retail Space Area” means the lesser of (a) the actual rentable square foot area of the commercial space or; (b) 3,300 square feet.

“Termination Date” means the day this Agreement terminates pursuant to Section 4.

4. **Term.** This Agreement is effective when it has been executed by both the HRA and the Developer. This Agreement terminates upon the earlier of: (a) the day immediately preceding the fourth anniversary of the Commencement Date; (b) the date the Developer leases the Retail Space for a term that extends beyond the day immediately preceding the fourth anniversary of the Commencement Date; provided that the average Gross Rent or Gross Rent Equivalent during the period between the first anniversary of the Commencement Date and the Termination Date is \$16.00 per square foot or more; or (c) the date the Developer conveys the Project to a third party. The provisions of Section 6 survive the termination of this Agreement.

5. **The Developer’s Obligation to Rent the Retail Space.** Developer must use commercially reasonable efforts to lease the Retail Space to unrelated third parties.

6. **The HRA’s Obligation to Pay Rent Shortfalls.** Within sixty (60) days following the Termination Date, the Developer must provide the HRA with the Developer’s calculation of the difference between:

6.1 The product of (a) the Retail Space Area; and (b) \$48; and

6.2 The sum of all Gross Rents and Gross Rent Equivalent that all tenants of the Retail Space are obligated to pay under the terms of all prior and existing leases of the Retail Space for the period between the first anniversary of the Commencement Date and the day immediately preceding the fourth anniversary of the Commencement Date, whether or not the tenants have actually paid those amounts.

(the “Shortfall Amount”). The Developer must also provide the HRA with copies of leases and such other books and records of the Developer as the HRA may reasonably request to permit the HRA to confirm the accuracy of the Developer’s calculation. The HRA may also contact current and former tenants of the Retail Space to confirm the accuracy of the information the Developer provides. Within ninety (90) days following the HRA’s receipt of the materials described above,

the HRA must pay the Shortfall Amount to the Developer in wire transferred funds or notify the Developer that the HRA disputes the Developer's calculation of the Shortfall Amount. If the HRA notifies the Developer that the HRA disputes the Shortfall Amount, the HRA must provide the Developer with the HRA's calculation of the Shortfall Amount. Within thirty (30) days following the Developer's receipt of the HRA's calculation of the Shortfall Amount, the Developer must either notify the HRA that the Developer accepts the HRA's calculation of the Shortfall Amount, in which case the HRA must promptly pay such amount to the Developer, or the Developer must commence an action in Anoka County District Court seeking a judicial determination of the Shortfall Amount. If the Developer does neither during said thirty (30) day period, the Developer is conclusively deemed to have accepted the HRA's determination of the Shortfall Amount.

7. Restrictions on Leasing.

7.1 The Developer may not lease the Retail Space to a related party without the written consent of the HRA which consent the HRA may not unreasonable withhold or delay.

7.2 The Developer may not enter into a lease of less than all of the Retail Space without the written consent of the HRA which consent the HRA may grant or withhold in the HRA's sole and absolute discretion.

7.3 The Developer may not enter into a lease of the Retail Space with a fixed term that is less than (a) twelve months; or (b) the number of months between the Commencement Date of the Lease and the Termination Date, without the HRA's written consent which consent the HRA may grant or withhold in the HRA's sole and absolute discretion.

7.4 The Developer may not enter into a Lease of the Retail Space under which the Gross Rent or Gross Rent Equivalent that the tenant is obligated to pay during any portion of the period between the first anniversary of the Commencement Date and the day immediately preceding the fourth anniversary of the Commencement Date is less than or equal to \$12 per square foot per year unless Developer first obtains the written consent of the HRA which consent the HRA may grant or withhold in the HRA sole and absolute discretion.

7.5 If the Developer leases the Retail Space to a tenant for a term that extends beyond the day immediately preceding the fourth anniversary of the Commencement Date, the Gross Rent or Gross Rent Equivalent that the tenant is obligated to pay during the year or years commencing on and following the fourth anniversary of the Commencement Date may not exceed the average Gross Rent or Gross Rent Equivalent that the tenant is obligated to pay during the period between (a) the later of the commencement date of the lease or the first anniversary of the Commencement Date and (b) the day immediately preceding the fourth anniversary of the Commencement Date by more than 5% per year.

7.6 The Developer may not enter into a lease of the Retail Space that obligates the Developer to provide the tenant with leasing incentives, including but not limited to, free rent, reduced rent or tenant improvements or tenant improvement allowances that exceed \$__ per square foot per year of the lease term without the written consent of the HRA which consent the HRA may grant or withhold in the HRA sole and absolute discretion.

8. **Assignments.** The rights of the Developer and the HRA are not assignable.

9. **Additional Provisions.**

9.1 **Conflicts of Interest.** No member of the governing body or other official of the HRA shall participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the HRA shall be personally liable to the HRA in the event of any default or breach by Developer or successor or on any obligations under the terms of this Agreement.

9.2 **No Implied Waiver.** In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

9.3 **Titles of Sections.** Any titles of the several sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

9.4 **Notices.** A notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered the day following the day if it is dispatched by overnight courier; two business days after it is mailed, via registered or certified mail, postage prepaid, return receipt requested; or the day it is delivered personally, and

(i) in the case of Developer is addressed to or delivered personally to:

8900 Keystone Crossing #1200
Indianapolis, IN 46240
Attn: David M. Flaherty
Telephone No.: (317) 816-9300
Facsimile F&C Ramsey, LLC
No.: (317) 816-9301
Email: dflaherty@flahertycollins.com

With a copy to:

Barnes & Thornburg
11 S. Meridian St.
Indianapolis, IN 46204

Attn: Stephen Lee
Telephone No.: (317) 231-7200
Facsimile No.: (317) 231-7433
Email: stephen.lee@BTLaw.com

(ii) in the case of the HRA is addressed to or delivered personally to the HRA at:

The Housing and Redevelopment Authority in and for the
City of Ramsey, Minnesota

Ramsey Municipal Center
7550 Sunwood Drive
Ramsey, MN 55303
Attn: Executive Director
Telephone No.: (763) 427-1410
Facsimile No.: (763) 427-5543
Email: hnelson@ci.ramsey.mn.us

With a copy to:
Briggs and Morgan, PA
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402-2157
Attn: Thomas L. Bray
Telephone No. 612-977-8285
Facsimile No. 612-977-8650
Email: tbray@briggs.com

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

9.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

9.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

9.7 Covenants Personal. The rights and obligations of the HRA and the Developer under this Agreement are personal to the HRA and the Developer and do not run with title to the property on which the Project is located and are binding on and do not inure to the benefit of the Developers successors in title to all or any portion of said property.

9.8 Time is of the Essence. Developers timely performance of its obligations under this Agreement is an essential term of this Agreement.

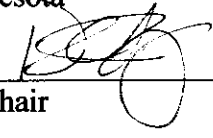
9.9 Enforceability. If any provision of this Agreement is adjudged to be invalid or unenforceable by a court of competent jurisdiction, this Agreement should be construed as if such invalid or unenforceable provision had not been inserted herein and should not affect the validity or enforceability of the remainder of this Agreement.

9.10 No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confirm any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns.

9.11 Business Days. If the date this Agreement establishes for a party's performance of an obligation or delivery of a notice is not a Business Day, the date for such performance or for the delivery of such notice is automatically extended to the next Business Day.

9.12 Agreement to Pay Attorney's Fees and Expenses. Whenever a party defaults in the performance of the party's obligations under this Agreement and one or both of the other parties to this Agreement employs one or more attorneys to advise and represent it in connection with such default or incurs other expenses in connection with or as a result of the default, the defaulting party must, upon demand therefore, reimburse the non-defaulting parties their reasonable fees of such attorneys and such other reasonable expenses as the non-defaulting parties may incur.

THE HOUSING AND
REDEVELOPMENT AUTHORITY IN
AND FOR THE CITY OF RAMSEY,
MINNESOTA, a body politic and
corporate under the laws of the state of
Minnesota

By 
Its Chair

By _____
Its Secretary

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of
_____, 201__, by _____ and _____, the Mayor and the
City Administrator, respectively, of the City of Ramsey, a Minnesota home rule charter City.

Notary Public

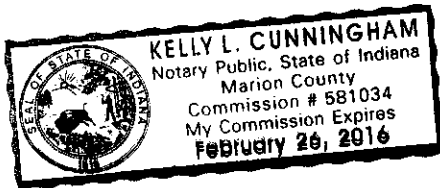
This is a signature page to the Agreement Regarding Commercial Space by and between The
Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota and F&C
Ramsey, LLC.

F & C RAMSEY, LLC., an Indiana
limited liability company

By [Signature]
Its Manager

STATE OF INDIANA)
) ss
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 25th day of January, 20 11, by David M. Flaherty, as manager of F&C Ramsey, LLC, a Indiana limited liability company.



[Signature]
Notary Public

This is a signature page to the Agreement Regarding Commercial Space by and between The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota and F&C Ramsey, LLC.