

**City of Ramsey**  
**Agenda**  
**City Council Work Session**  
**Tuesday March 29, 2011**  
**5:30 p.m.**  
**Lake Itasca Room 7550 Sunwood Drive NW**

1. **Call to Order**
2. **Topics for Discussion**
  1. Introduction of New Metropolitan Councilmember, Mr. Edward Reynoso - Discussion of City of Ramsey Development and Transportation Opportunities
  2. Discuss Policies and Practices Regarding Nuisance Behavior at Alpine's Skate Park
  3. Consider Repealing the Section of City Code Prohibiting Alcohol in Parks
  4. Consider demolition and/or lease agreement for 7157 Highway 10 NW
  5. Consider demolition of property located at 14550 Armstrong Boulevard
  6. Discuss Strategies for Continuing Progress on TH10 Reconstruction to Freeway Status
  7. QCTV Coverage for HRA Meetings
3. **Future Topics for Discussion - *See Attached Calendar***
  1. Future Work Session Topics/Calendar
4. **Mayor/Council/Staff Input**
5. **Adjournment**

**Date: 03/29/2011**

**By:** Heidi Nelson  
Administrative Services

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**Information**

**Title:**

Introduction of New Metropolitan Councilmember, Mr. Edward Reynoso - Discussion of City of Ramsey Development and Transportation Opportunities

**Background:**

Mr. Edward Reynoso was recently appointed to represent District 9 of the Metropolitan Council. Mr. Reynoso's background information is included under the Observations section of this case. Mr. Reynoso will be taking a tour of the Livable Community projects in Ramsey and the COR project starting around 4PM, prior to the worksession.

Staff has prepared a list of items to review with Mr. Reynoso regarding transportation and development opportunities that we will be working with the Metropolitan Council during the next 4 years. They are as follows:

Review of Livable Community Projects and the history of the The COR at Ramsey as a Livable Community Site

Ramsey Rail Station

US Highway 10

- Armstrong Interchange
- Expansion
- RALF Program Utilization
- TPP

General transportation issues – Bridge to Dayton, TH 47

General city growth and utility expansion plans

Park, trail and greenway systems

Ground water and water supply issues

Comprehensive Plan in effect, pending and upcoming amendments

**Observations:**

**From the Metropolitan Council Website:**

**Edward Reynoso - Metropolitan Council Member, District 9**

Member, Environment and Transportation Committees  
Political Director and Special Projects Coordinator, International Brotherhood of Teamsters Joint Council 32;  
member, Governor's Workforce Development Council; member, Workers Compensation Advisory Council;  
member, University of Minnesota Labor Studies Board.

Edward Reynoso was appointed to the Metropolitan Council by Gov. Mark Dayton in March 2011. Reynoso represents District 9, which includes the Anoka County cities of Andover, Anoka, Bethel, Coon Rapids, East Bethel, Ham Lake, Nowthen, Oak Grove, Ramsey, and St. Francis, and the town of Linwood.

Reynoso brings 20 years of experience representing transportation industry members of the Teamsters Union. Specifically, he has served as the political director and special projects coordinator for the Teamsters Joint Council 32 in Minneapolis since 2009. Previously, he worked as a political representative for the International Brotherhood of Teamsters Local 63 in Rialto, Cal., from 1991-99, and as national political field representative for the International Brotherhood of Teamsters in Washington, D.C. from 1999-2009.

As a Council member, Reynoso serves on the Environment and Transportation committees.

“One of the top issues facing the region is transportation,” Reynoso said. “Growth in affordable transportation, be it LRT or bus transit, is extremely important.” He also noted that more of a focus on economic development will help ensure a healthy and vibrant region.

Reynoso serves on several community and government organizational boards, including the Governor’s Workforce Development Council, the Workers Compensation Advisory Council, the Minnesota HealthCare Task Force and Governor’s Job Skills Partnership.

Reynoso lives in Ham Lake with his wife, Marla. They have two sons, Adam and Adrian, and two daughters, Kristy and Jessica.

To contact Reynoso, you may call 612-331-3456, or e-mail [edward.reynoso@metc.state.mn.us](mailto:edward.reynoso@metc.state.mn.us).

**Recommendation:**

No action recommended.

**Funding Source:**

No funding required.

**Council Action:**

No action required.

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**Form Review**

**Inbox**

Kurt Ulrich

Form Started By: Heidi Nelson

Final Approval Date: 03/23/2011

**Reviewed By**

Kurt Ulrich

**Date**

03/23/2011 05:37 PM

Started On: 03/23/2011 01:00 PM

Date: 03/29/2011

By: Mark Riverblood  
Engineering/Public Works

**Information**

**Title:**

Discuss Policies and Practices Regarding Nuisance Behavior at Alpine's Skate Park

**Background:**

Following the installation and completion of Alpine's skate park, there have been several concerns noted including parking problems, littering, graffiti, and observations of illicit and occasional rowdy behavior.

Since then, no parking has been established on Alpine Drive, a crosswalk has been created, and the parking lot was constructed the year following the 2009 skate park installation. Also in the fall of 2010, a security light was installed by Connexus to illuminate the parking area - but not the skating facility.

**Observations:**

The purpose of this topic report is to review the problems experienced, and the solutions executed; as well as to discuss the concept of closing the facility for a certain amount of time (if necessary) so as to reverse negative activity and favorably influence behavior of the users. The notion being that youth frequenting the site might do a better job of 'self-policing' if there was a credible threat of the skate park's closure. The City may also want to look at the hours of operation.

It is also important to note that within the 2011 Parks Capital Improvement Program is a security camera for this specific area which is believed to be an effective tool in reducing negative behavior, as well as providing enforcement action (and prosecution in some cases). Staff will be bringing this CIP project forward to the Park and Recreation Commission and Finance Committee as soon as additional fiber optic information and costs are ascertained.

**Funding Source:**

None required at this time - this case discusses policies and procedures.

**Council Action:**

Based upon discussion, consensus to approve the temporary closure of Alpine's Skate Park facility if necessary.

**Form Review**

Inbox	Reviewed By	Date
Mark Riverblood (Originator)	Mark Riverblood	03/22/2011 11:32 AM
Brian Olson	Brian Olson	03/22/2011 04:34 PM
Jim Way	Jo Thieling	03/24/2011 09:52 AM
Mary Jo Warner	MaryJo Warner	03/24/2011 09:57 AM
Kurt Ulrich	Jo Thieling	03/24/2011 10:05 AM
Form Started By: Mark Riverblood		Started On: 02/24/2011 10:33 AM
Final Approval Date: 03/24/2011		

Date: 03/29/2011

By: Mark Riverblood  
Engineering/Public Works

**Information**

**Title:**

Consider Repealing the Section of City Code Prohibiting Alcohol in Parks

**Background:**

As is the case with many communities, Ramsey City Code prohibits possession or the consumption of alcohol in city parks without a Special Use Permit. However, it is commonplace to witness patrons carrying coolers of beer to fishing spots or for other recreational and relaxation pursuits.

The purpose of this topic report is to discuss the removal of this prohibition of alcohol insofar as there are many ways to enforce undesirable behavior such as disorderly conduct, public nuisance, underage consumption, and public peace.

One value of lifting this 'rule' is that it would legitimize the use of beer and wine by picnickers and may also reduce the issuance of Special Use Event permits for activities such as weddings, catered events in The Draw, Party in the Park, and others.

**Observations:**

If the consensus of Council is to pursue this, staff would draft language modifying Code that would disallow kegs (without a Special Use Permit) and prohibiting beer in glass containers as well as alcohol over 14%. This will be brought back to a future City Council work session for further consideration. It should be noted that youth associations could still prohibit participants in their activities from possessing beer if they choose.

If the consensus of Council is to make no revisions to City Code with respect to elimination or easing the restriction on alcohol in city parks, staff will place on a subsequent City Council's consent agenda, a Special Use Permit for The Draw for 2011 (similar to 2010).

**Funding Source:**

None required.

**Council Action:**

Provide staff direction on whether to craft proposed revisions to City Code, or take no action at this time.

**Form Review**

Inbox	Reviewed By	Date
Jim Way	Jim Way	03/16/2011 10:32 AM
Brian Olson	Brian Olson	03/16/2011 11:18 AM
Jo Thieling	Jo Thieling	03/21/2011 12:38 PM
Kurt Ulrich	Kurt Ulrich	03/23/2011 05:37 PM
Form Started By: Mark Riverblood		Started On: 03/14/2011 11:10 AM
Final Approval Date: 03/23/2011		



**Date: 03/29/2011**

**By:** Brian Olson  
Engineering/Public Works

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**Information**

**Title:**

Consider demolition and/or lease agreement for 7157 Highway 10 NW

**Background:**

As Council is aware, the City has purchased the property located at 7157 Highway 10 NW, the former Holiday gas station and convenience store, through the Right-of-Way Allocation and Loan Fund (RALF) Program. On July 20, 2010, City Council directed Staff to grant the adjacent property owner access pursuant to an agreement for parking and maintenance (see attached case and minutes).

The proposed lease (also attached) itself has been reviewed by the City Attorney as to proper form. The lease, should City Council direct Staff to proceed forward, includes a specified term of 3 years, specific upgrades to the property (parking lot improvements, irrigation and electrical service to the COR signage), maintenance and insurance responsibilities. Total taxes paid in 2010 are \$27,447.75 which the lease does not recoup. In checking with the County, if there is any rent that is collected for this property, the property will not qualify as tax exempt as it is today and therefore will require payment of the property taxes.

On March 8th, the City Council discussed the issues revolving around Trunk Highway 10 and its ultimate disposition. There were comments made that contradicted the direction that was received in July 2010 and Staff is looking for direction on the terms of the lease and whether or not to demolish the building.

Another issue that Staff has been made aware is the selling of surplus inventory that are within the building to be demolished. Staff has met with an organization (Bid-2-buy) that sells this type of equipment online with no upfront costs. In conversations with the owner of this company, he feels that there is minimal value associated with these pieces of equipment, however, he would be willing to sell them on a commission of 25%. Staff will attempt to have a copy of an agreement that would follow these terms at the meeting on Tuesday night. This would apply to the canopy, internal refrigeration units and potentially some minor equipment in the Oasis building including the HVAC system etc. Staff feels that it would be prudent to enter into this type of arrangement due to the fact that we are unsure if there is any value in these pieces of equipment and the upfront work will not cost the City of Ramsey anything. This would be a new way to deal with the internal contents left behind by the previous owner and eliminate any confusion during the demolition process as to the value of those items.

Also attached to the case is a cross easement agreement that was prepared years ago when Holiday owned the property. This issue is resolved by the lease as the entire property is being leased by the adjacent property owner. In discussions with Bill Goodrich, this particular agreement was not signed by the property owner (Holiday) and does not encumber the land that is currently owned by the City of Ramsey.

**Observations:**

There are a number of options available to the City Council on this topic that Staff will be looking for direction.

If the City Council wants to move forward with the lease agreement, Staff will work with the property owner to finalize the attached lease agreement based on tonight's discussion and once signed, will organize the demolition quotes and online bidding for the equipment in the building during the advertisement phase of the demolition process.

If the City Council does not want to enter into the lease agreement, the quotes for the demolition will proceed forthwith along with the online bidding for the equipment in the building. It should be noted that there is a cross easement agreement which is attached that will need to be addressed. The well and electric service will have to be installed for the COR signage.

If the City Council does not want to enter into the cross lease agreement or the online bidding, Staff will issue quotes for demolition of the building and removal of all parking surfaces and driveways. This will be the shortest timeframe for seeing the building demolished but does not solve the maintenance demands on the property or the electric and irrigation issue for the COR signage.

**Recommendation:**

Based upon discussion

**Funding Source:**

Demolition of the building etc is reimbursable from the RALF program.

**Council Action:**

Based upon discussion

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**Attachments**

City Council 07.20.10

Exhibit B

lease agreement

easement agreement

**Form Review**

**Inbox**

Kurt Ulrich

Form Started By: Brian Olson

Final Approval Date: 03/23/2011

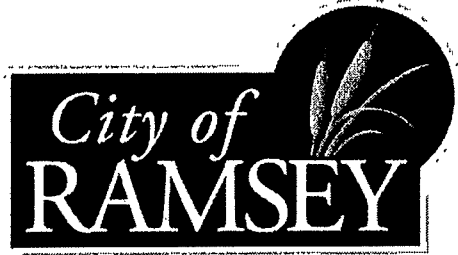
**Reviewed By**

Kurt Ulrich

**Date**

03/23/2011 05:37 PM

Started On: 03/22/2011 09:04 AM



**CITY COUNCIL WORK SESSION**

**Topic Report: CONSIDERATION OF PROPERTY USE AFTER DEMOLITION FOR PROPERTY LOCATED AT 7157 HWY 10 NW ( Old Holiday Station)**

**By:** Amber G. Miller, Planning Manager

**Background:**

As Council is aware, on July 24<sup>th</sup>, 2009, the City of Ramsey purchased the property located at 7157 Hwy 10 NW (former Holiday Station Store) utilizing the RALF program.

June 2010, Council approved moving forward with the demolition of the site. Staff is looking for further direction as to the future of this property. Staff has met with the adjacent property owner, who is interested in leasing the property for parking. The property owner is willing to fix the parking lot and add landscaping, in addition to maintaining the property. The City would maintain the sign and flag pole on the site and the adjacent property owner would enter into an agreement to maintain the rest in lieu of rent. Staff has spoken with Ann Braden at the Metropolitan Council and they would be supportive of this type of arrangement. The City of Anoka has a similar arrangement with Anoka Technical College. The City would propose to add some additional landscaping around the sign in the front of the property to be used for additional COR signage.

If a determination is made to raze the building, the Loan Agreement with the RALF program has set aside \$10,000 for the demolition of the structure. The City Council should consider the following options and direct staff accordingly.

- 1) Demolish the property utilizing existing RALF Funds, remove the asphalt and seed the lot.
- 2) Demolish the structure and enter into an agreement with the adjacent property owner as described above (this agreement would come back before Council for approval).

**Funding Source:**

RALF Fund / City Funds

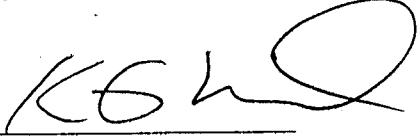
**Recommendation:**

Demolish the structure and enter into an agreement with the adjacent property owner for parking and maintenance.

**CC Action:**

Instruct Staff to proceed with demolition of the structure and work with the City Attorney on an agreement with the adjacent property owner for parking and maintenance.

**Review Checklist:**

City Administrator   
Director of Public Works  
Deputy City Administrator

**Attachments:**

- A. Lease Agreement Between City of Anoka and Anoka Technical College

CCWS: 07.20.10

Councilmember Elvig suggested a sundial where businesses could pay to have their names on it.

Councilmember Dehen was hesitant of businesses using this for advertising.

Mayor Ramsey would like it away from the water feature and moved up towards the trails.

Councilmember McGlone didn't feel a memorial belongs in this park.

Councilmember Jeffrey felt this was a great community asset.

Councilmember Look thought that maybe the roundabout may be a more appropriate location or in a more quiet area of the park.

Development Manager Darren Lazan commented that after listening to the discussion he understands the reflective nature and the peace of it and having a lot of places around the corners and on the backsides and creating a fill of more separated space.

Councilmember McGlone wanted it noted that he is stating if it was moved to a place like Mr. Lazan had just mentioned that he might find himself promoting this.

Consensus was to look at the policies other cities have, that City Council is ok with the organization to start the fundraising on this project, look at some alternative of the locations and bring back for a formal approval.

Councilmember Elvig's comment to the consensus is he is ok with having the memorial in this park but bringing it back to the northwest corner is a good idea.

Additional consensus was to bring back a revised drawing and bring forward a policy on the memorial on the operational standpoint subject to getting some feedback on what staff had brought forward.

**2) Consider Demolition of Property Located at 7157 Hwy 10 NW (former Holiday Station)**

Planning Manager Amber Miller reviewed that staff is looking for direction as to the future of this property and that the adjacent property owner is interested in leasing the property for parking.

Consensus was to take down the building and canopy; it's just a matter of taking the entire pavement or half the pavement. Grant the adjacent property owner access pursuant to the agreement for parking and maintenance.

**3) Consider Demolition of Property Located at 14550 Armstrong Blvd NW (former Oasis Market)**

Planning Manager Miller reviewed that staff is recommending demolition of the structure at 14550 Armstrong Boulevard and entering into an agreement with the adjacent property owner interested in maintaining the property in lieu of rent once the building has been demolished.

Consensus was to take down the structure and allow the adjacent property owner to maintain it with staff inspecting the property every month.

#### **4) Facility Use and Fees for Amphitheater Area**

Parks Supervisor Riverblood reviewed the purpose of this report is to introduce a Special Events Permit in favor of the City and to allow a licensed caterer to sell food and beverages for the balance of 2010 in the amphitheater area.

Councilmember Elvig suggested an area could be roped off for an event. He likes the idea that we are trying this and would like this brought back with what's working and what's not working.

Councilmember Jeffrey agreed this is a good use of public space.

Councilmember Look discussed what constitutes the rental rates.

Management Intern Hendricks reviewed the City's current rate schedule.

Deputy City Administrator Nelson reviewed the nonprofit organizations that are not charged a rate from the rental policy.

The consensus was to acknowledge the facility use and fees for Amphitheater area for a future City Council agenda item.

#### **MAYOR, COUNCIL AND STAFF INPUT**

City Administrator Ulrich stated that Parks Supervisor Riverblood had some discussion with the Park and Recreation Commission on re-naming East Meandering Park,

Parks Supervisor Riverblood stated that the Park and Recreation Commission recommended that Council consider their recommendation of Artisan Commons.

Due to the branding, labeling, visioning and it being within the COR of the Town Center the consensus of the Council was to name the park The Draw and to bring it back as a formal resolution.

#### **ADJOURNMENT**

The Work Session of the City Council was adjourned at 8:45 p.m.

# Exhibit B



**RAMSEY STORE - Ramsey, Minnesota** SCALE: 1" = 60'-0"

VANMAN ARCHITECTS AND BUILDERS 669 Winnetka Avenue North, Minneapolis, Minnesota 55427 763.541.9552 763.541.9857 fax www.vanmanab.com

October 11th, 2010  
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## LEASE AGREEMENT

This Lease Agreement, dated this \_\_\_\_\_ day of February, 2011, (this "Lease") by and between the **CITY OF RAMSEY**, Anoka County, Minnesota, a Minnesota municipal corporation ("Landlord") and **ROCK SOLID REALTY MINNESOTA, LLC**, a Minnesota liability company (hereinafter referred to as "Tenant").

### DEFINITION:

**"Leased Property"**. The leased property is approximately \_\_\_\_\_ square feet of unimproved land which \_\_\_\_\_ square feet are located on a part of the Property known as 7157 Highway 10, Ramsey, Minnesota and legally described on attached Exhibit A. The approximate \_\_\_\_\_ square feet are graphically shown on the attached Exhibit B and are hereinafter referred to as the "Leased Property".

### WITNESSETH THAT:

#### 1. TERM:

a. **Term.** For and in consideration of the rents, additional rents, terms, provisions and covenants herein contained, Landlord hereby lets, leases and demises to Tenant the Leased Property for the term of Thirty six months (three (3) years) ("Term") commencing on the 1st day of May, 2011 ("the Commencement Date") and expiring the 30th day of April, 2014 ("Expiration Date"), unless sooner terminated as hereinafter provided.

#### 2. BASE RENT:

a. **Rent.** In lieu of cash rent payments, Tenant's rent shall be in the form of installing at Tenant's expense the following improvements on the Leased Property.

1. New asphalt on the driveway and parking lot (to be installed per City specifications).
2. Striping the parking lot.
3. Maintaining in reasonable condition the landscaping on the Leased Property.
4. Installation of irrigation and electricity to the landscaping for the COR sign and its operating expenses are the tenants responsibility.

#### 3. ADDITIONAL RENT:

a. **Operating Expenses.** Tenant shall pay all operating expenses including utilities incurred by Tenant in operating the Leased Property. The term "Operating Expenses" shall include but not be limited to maintenance, repair, operation of utilities and lighting, parking and landscaped areas, signs, snow removal, all associated with the Leased Property.

The payment of the sums set forth in this paragraph 3. shall be in addition to the Base Rent payable pursuant to paragraph 2. above. If Tenant fails to pay the Operating Expenses when due,

Landlord may pay same and the same shall be immediately due to Landlord from Tenant together with 10% interest per annum.

b. Tenant shall not be responsible for the payment of any real estate taxes. Real estate taxes shall be the sole responsibility of Landlord.

**4. COVENANTS TO PAY RENT:**

The covenants of Tenant to pay the Base Rent and the Additional Rent are each independent of any other covenant, condition, provision or agreement contained in this Lease. All rents are payable to Landlord at Ramsey Municipal Center, 7550 Sunwood Drive, Ramsey, Minnesota, or such other place as Landlord may designate.

**5. UTILITIES:**

Tenant shall be responsible for all utilities incurred by it in operation of the Leased Property. In addition, Tenant shall be responsible for payment of the Leased Property's pro-rata share of the City of Ramsey's Storm Water Management fee which payments are due on a quarterly basis.

**6. CARE AND REPAIR OF LEASED PROPERTY:**

Tenant shall, at all times throughout the term of this Lease, and at its sole expense, keep and maintain the Leased Property in a clean, safe, sanitary and first class condition and in compliance with all applicable laws, codes, ordinances, rules and regulations. Tenant's obligations hereunder shall include but not be limited to the maintenance and repair of all parking and driveway areas and grounds on the Leased Property. The Tenant shall keep and maintain all portions of the Leased Property in a clean and orderly condition, free of accumulation of dirt, rubbish, snow and ice.

If Tenant fails, refuses or neglects to maintain or repair the Leased Property as required in this Lease after notice shall have been given Tenant, in accordance with paragraph 24 of this Lease, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's personal property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay to Landlord all costs incurred by Landlord in making such repairs upon presentation to Tenant of bill therefore.

**7. SIGNS:**

Any sign, lettering, picture, notice or advertisement installed on or in any part of the Leased Property and visible from the exterior of the Leased Property, or visible from the exterior of the Leased Property, must be approved in advance by Landlord and installed at Tenant's expense. In the event of a violation of the foregoing by Tenant, Landlord may remove the same without any liability and may charge the expense incurred by such removal to Tenant.

**8. ALTERATIONS, INSTALLATION, FIXTURES:**

Except as hereinafter provided, Tenant shall not make any alternation, additions, or improvements on the Leased Property without the prior written consent of Landlord.

**9. POSSESSION:**

Landlord shall deliver possession of the Leased Property to Tenant on the Commencement Date.

**10. SECURITY AND DAMAGE DEPOSIT:**

Tenant contemporaneously with the execution of this Lease, has deposited with Landlord the sum of One Thousand and 00/100 Dollars (\$1,000.00), receipt of which is hereby acknowledged by Landlord, which deposit is to be held by Landlord, with interest payable to Tenant accruing at the rate of one per cent (1%) per annum, as a security and damage deposit for the faithful performance by Tenant during the term hereof or any extension hereof. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof or any extension hereof, then Landlord, either with or without terminating this Lease may (but shall not be required to) apply such portion of said deposit as may be necessary to compensate or repay Landlord for all losses or damages sustained or to be sustained by Landlord due to such breach on the part of Tenant, including, but not limited to overdue and unpaid rent, any other sum payable by Tenant to Landlord pursuant to the provisions of this Lease, damages or deficiencies in the reletting of the Leased Property, and reasonable attorney's fees incurred by Landlord. Should the entire deposit or any portion thereof, be appropriated and applied by Landlord, in accordance with the provisions of this paragraph, Tenant upon written demand by landlord, shall remit forthwith to Landlord a sufficient amount of cash to restore said security deposit to the original sum deposited, and tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Said security deposit shall be returned to Tenant, less any depletion thereof as the result of the provisions of this paragraph, at the term of this Lease or any renewal thereof, or upon the earlier termination of this Lease. Tenant shall have no right to anticipate return of said deposit by withholding any amount required to be paid pursuant to the provision of this Lease or otherwise.

**11. USE:**

The Leased Property shall be used and occupied by Tenant solely for vehicle parking and ingress/egress driveway purposes and such use by Tenant shall at all times be in full compliance with all applicable laws, ordinances and governmental regulations affecting the Leased Property. Tenant shall occupy the Leased Property, conduct its business and control its agents, employees, invitees and visitors in such a way as is lawful, and reputable and will not permit or create any nuisance, noise, odor, or annoyance or disturbance.

**12. ACCESS TO LEASED PROPERTY:**

Landlord reserves the right to enter upon the Leased Property at any time in the event of an emergency and at reasonable hours to exhibit the Leased Property to prospective purchasers or others; and to exhibit the Leased Property to prospective Tenants and to display "For Lease" or similar signs on the Leased Property during the last one hundred eighty (180) days of the term of this Lease, all without hindrance or molestation by Tenant.

**13. PUBLIC LIABILITY INSURANCE:**

Tenant shall during the term hereof keep in full force and effect at its expense a policy or policies of public liability insurance with respect to the Leased Property and the business of Tenant, on terms with companies approved in writing by Landlord, in Landlord and Landlord's designees are named as additional insured under prudent limits of liability not less than: \$500,000.00 for injury/death to any one person; \$1,000,000.00 for injury/death to more than one person. Such policy(ies) shall: (i) provide that such policies are primary and landlord's policy(ies) are noncontributing; (ii) include a cross-liability endorsement, and (iii) require that at least 30 days prior written notice must be given to Landlord prior to cancellation, expiration or material adverse changes to such policy(ies). Tenant shall furnish evidence satisfactory to Landlord at the time this Lease is executed that such coverage is in full force and effect.

#### **14. DEFAULT OF TENANT:**

a. **Failure to Pay Rent.** In the event of any failure of Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than 20 days after written notice of such failure shall have been given to Tenant, or if Tenant or an agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease, or if Tenant shall become bankrupt or insolvent, or file any debtor proceedings or any person shall take or have against Tenant or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any state a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's Leased Property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall abandon the Leased Property or suffer this Lease to be taken under any writ of execution, then in any such event Tenant shall be in default hereunder, and Landlord, in addition to other rights of remedies it may have, shall have the immediate right of re-entry and may remove all personal property from the Leased Property and such personal property be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

b. **Landlord's Rights.** Should Landlord elect to re-enter the Leased Property, as herein provided, or should it take possession of the Leased Property pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Property, and relet the Leased Property or any part thereof upon such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable.

c. **Landlord May Cure Default.** Landlord may, at its option, instead of exercising any other rights or remedies available to it in this Lease or otherwise by law, statute or equity spend such money as is reasonably necessary to cure any default of Tenant herein and the amount so spent, and costs incurred, including attorney's fees incurring such default, shall be paid by Tenant, and additional rent, upon demand.

d. **Tenant Payment.** In the event suit shall be brought for recovery of possession of the Leased Property, for the recovery of rent of any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including a reasonable attorney's fee, together with interest on all such expenses at a reasonable the rate of interest from the date of such breach of the covenants of this Lease.

e. **No Exclusive Remedy.** No remedy herein or elsewhere in this Lease or otherwise by law, statute or equity, conferred upon or reserved to Landlord or Tenant shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.

## **15. INDEMNITY & HOLD HARMLESS:**

Except to the extent that liability for damages or loss is caused by the gross negligence of Landlord, its agents or employees, Tenant shall indemnify, protect, defend (at Landlord's request and with counsel approved by Landlord) and hold Landlord and each of its respective officers and employees harmless from and against every demand, claim, cause of action, judgment and expense, including, but not limited to, reasonable attorney's fees and disbursements of counsel, whether suit is initiated or not, and all loss and damage arising from: (a) any injury, loss or damage to the person or property of Tenant, or to any other person rightfully in the Leased Property, (i) occurring on or about the Leased Property, or (ii) caused by the negligence or misconduct of Tenant, or Tenant's affiliates or any of their respective employees, representatives, agents or contractors, or (iii) resulting from the violation of any legal requirements or the provisions of this Lease by Tenant, or Tenant's affiliates or any of their respective employees, representatives, agents or contractors. All property kept, maintained or stored on the Leased Property shall be so kept, maintained or stored at the sole risk of Tenant. If any mechanic's lien is filed against any part of the Leased Property for work claimed to have been done for, or materials claimed to have been furnished to Tenant, such mechanic's lien shall be discharged by Tenant within ten (10) days thereafter, at Tenant's sole cost and expense, by the payment thereof or by making any deposit required by law or by posting a bond with such surety, in such amount and in such form as landlord deems proper. Tenant shall immediately notify Landlord of any mechanic's lien or other lien filed against the Leased Property or any part thereof by a contractor or subcontractor of Tenant or otherwise by reason of work claimed to have been done for or materials claimed to have been furnished to Tenant. If Tenant fails to remove such lien or post such bond within the ten (10) day period following the filing thereof, Landlord may, at its sole discretion and without waiving its right and remedies based on such breach by Tenant and without releasing Tenant from any of its obligations, cause such lien to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. Tenant shall, in such event, pay to Landlord at once, upon notice by Landlord, any sum paid by Landlord to remove such lien, together with interest at a reasonable rate from the date of such payment by Landlord. Landlord shall have the right at all times to post and keep posted on the Leased Property any notices permitted or required by applicable law, or that Landlord shall deem proper for the protection of Landlord, the Leased Property, the property of and any other party having an interest therein, from liens. All material suppliers, contractors, artisans, mechanics, laborers and other parties contracting with Tenant for the furnishing of any

labor, services, materials, supplies or equipment with respect to any portion of the Leased Property are hereby charged with notice that they must look solely to Tenant for payment of the same and Tenant's purchase orders, contracts and subcontracts in connection therewith must clearly state this requirement.

**16. NON-LIABILITY:**

Landlord shall not be liable for damage to any property of Tenant or of others located on the Leased Property, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any such damage caused by Tenants or persons on the Leased Property, occupants of adjacent property, of the buildings, or the public or caused by operations in connection of any private, public or quasi-public work. All property of Tenant kept or stored on the Leased Property shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

**17. ASSIGNMENT OR SUBLETTING:**

Tenant shall have no right to the assignment or subletting this Lease to any third parties

**18. QUIET ENJOYMENT:**

Landlord warrants that it has full right to execute and to perform this Lease and to grant the estate demised, and that Tenant, upon payment of the rents and other amounts due and the performance of all the terms, conditions, covenants and agreements on Tenant's part to be observed and performed under this Lease, may peaceably and quietly enjoy the Leased Property for the business uses permitted hereunder, subject, nevertheless, to the terms and conditions of this Lease.

**19. OVERDUE PAYMENTS:**

All monies due under this Lease from Tenant to Landlord shall be due on demand, unless otherwise specified and if not paid when due, shall result in the imposition of a service charge for such late payment in the amount of five percent (5%) of the amount due.

**20. SURRENDER:**

On the Expiration Date or upon the termination hereof upon a day other than the Expiration Date, Tenant shall peaceably surrender the Leased Property in good order, condition and repair, reasonable wear and tear only excepted. On or before the Expiration Date or upon termination of this Lease on a day other than the Expiration Date, Tenant shall, at its expense, remove all personal property and equipment and signs from the Leased Property and any not removed shall be deemed to have been abandoned. Any damage caused in removal of such items shall be repaired by Tenant and at its expense. If the Leased Property is not surrendered on the Expiration Date or the date of termination, Tenant shall indemnify Landlord against loss or liability, claims, without limitation, made by any succeeding Tenant founded on such delay. Tenant shall promptly surrender all keys for the Leased Property to Landlord at the place then

fixed for payment of rent and shall inform Landlord of combinations of any locks and safes on the Leased Property.

**21. HOLDING OVER:**

In the event of a holding over by Tenant after expiration or termination of this Lease without the consent in writing of Landlord, Tenant shall be deemed a Tenant at sufferance and shall pay rent for such occupancy at the rate of twice the lease-current aggregate Base and Additional Rent, prorated for the entire holdover period, plus all attorney's fees and expenses incurred by Landlord in enforcing its rights hereunder, plus any other damages occasioned by such holding over. Except as otherwise agreed, any holding over with the written consent of Landlord shall constitute Tenant as a month-to-month Tenant.

**22. ABANDONMENT:**

In the event Tenant shall vacate the Leased Property or any part thereof prior to the Expiration Date of this Lease, or shall discontinue or suspend the operation of its business conducted on the Leased Property for a period of more than thirty (30) consecutive days (except during any time when the Leased Property may be rendered untenable by reason of fire or other casualty), then in any such event Tenant shall be deemed to have abandoned the Leased Property and Tenant shall be in default under the terms of this Lease.

**23. CONSENTS BY LANDLORD:**

Whenever provision is made under this Lease for Tenant securing the consent or approval by Landlord, such consent or approval shall only be in writing.

**24. NOTICES:**

Any notice required or permitted under this Lease shall be deemed sufficiently given or secured if sent by registered or certified return receipt mail to Tenant at 7044 East Fish Lake Road, Maple Grove, Minnesota 55311, and to Landlord at 7550 Sunwood Drive NW, Ramsey, Minnesota 55303, and either party may by like written notice at any time designate a different address to which notices shall subsequently be sent or rent to be paid.

**25. RULES AND REGULATIONS:**

Tenant shall observe and comply with the rules and regulations as Landlord may prescribe and as listed on Exhibit C attached hereto, on written notice to Tenant for the safety, care and cleanliness of the Leased Property.

**26. INTENT OF PARTIES:**

Except as otherwise provided herein, Tenant covenants and agrees that if it shall any time fail to pay any such cost or expenses, or fail to take out, pay for, maintain or deliver any of the insurance policies above required, or fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant and without waiving or

releasing Tenant from any obligations of Tenant in this Lease contained, pay any such cost or expense, effect any such insurance coverage and pay premiums therefore, and may make any other payment or perform any other act on the part of Tenant to be made and performed as in this Lease provided, in such manner and to such extent as Landlord may deem desirable, and in exercising any such right, to also pay all necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorney's fees. All sums so paid by Landlord and all necessary and incidental costs and expenses in connection with the performance of any such act by Landlord, together with interest thereon at the a reasonable rate from the date of making of such expenditure, by Landlord, shall be deemed Additional Rent hereunder, and shall be payable to Landlord on demand. Tenant covenants to pay any such sum or sums with interest as aforesaid and landlord shall have the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of the Base Rent payable under this Lease.

**27. GENERAL:**

a. **Landlord Tenant Relationship.** This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between the parties hereto being that of Landlord and Tenant.

b. **Effect of Waivers.** No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord shall not then be construed as a wavier of a subsequent breach of the same covenant, term or condition. The consent to or approval by Landlord of any act by Tenant requiring Landlord's consent or approval shall not waive or render necessary Landlord's consent to or approval of any subsequent similar act by Tenant. No action required or permitted to be taken by or on behalf of Landlord under the terms or provisions of this Lease shall be deemed to constitute an eviction or disturbance of Tenant's possession of the Leased Property. All preliminary negotiations are merged into and incorporated in this Lease. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease.

c. **Entire Agreement.** This Lease and the exhibits, if any, attached hereto and forming a part hereof, constitute the entire agreement between Landlord and Tenant affecting the Leased Property and there are no other agreements, either oral or written, between them other than are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and executed in the same form and manner in which this Lease is executed.

d. **Enforceability of Provisions.** If any agreement, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such agreement, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each agreement, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**28. NO WASTE OR NUISANCE AND COMPLIANCE WITH LAWS:**

a. **Leased Property Use.** The Leased Property shall be used by and/or at the sufferance of Tenant only for the purpose set forth in paragraph 11 above and for no other purposes. Tenant shall not use or permit the use of the Leased Property in any manner that will tend to create waste or a nuisance. Tenant, its employees and all persons visiting or doing business with Tenant in the Leased Property shall be bound by and shall observe the reasonable rules and regulations as listed on Exhibit C attached hereto, made by Landlord relating to the Leased Property, of which notice in writing shall be given to Tenant, and all such rules and regulations shall be deemed to be incorporated into and form a part of this Lease.

b. **Obey Laws.** Tenant covenants throughout the Lease Term, at Tenant's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules and regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards, and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Leased Property are situated, or any other body now or hereafter created with jurisdiction over the Leased Property, and whether or not the same require structural repairs or alterations, which may be applicable to the Leased Property, or the use or manner of use of the Leased Property. Tenant will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the buildings and improvements on the Leased Property and the equipment thereof.

**29. HAZARDOUS MATERIAL:**

In the event any Hazardous material (hereinafter defined) is brought or caused to be brought into or onto the Leased Property by Tenant, Tenant shall handle any such material in compliance with all applicable federal, state and/or local regulations. For purposes of this paragraph, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, and so-called "Superfund" or "Super lien" law, or any federal, state or local statute, law, ordinance, code, rule, regulation, order decree regulation, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. Tenant shall submit to Landlord on an annual basis copies of its approved hazardous materials communication plan, OSHA monitoring plan, and permits required by the Resource Recovery and Conservation Act of 1976, if Tenant is required to prepare, file or obtain any such plans or permits. Tenant will indemnify and hold harmless Landlord from any losses, liabilities, damages, costs or expenses (including reasonable attorney's fees) which Landlord may suffer or incur as a result of Tenant's introduction into or onto the Leased Property, of any Hazardous Material. This paragraph shall survive the expiration or sooner termination of this Lease.

**30. CAPTIONS:**

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent or any provision thereof.

**31. ATTACHMENTS:**

See the Exhibits attached hereto and made a part hereof.

<u>Exhibit</u>	<u>Description</u>
Exhibit A	Legal Description of the Property on which the Leased Premises is located.
Exhibit B	Graphic Depiction of Leased Property
Exhibit C	Leased Property Rules and Regulations

**IN WITNESS WHEREOF**, landlord and Tenant have caused these presents to be executed in form and manner sufficient to bind them at law, as of the day and year first above written.

**LANDLORD:**

**TENANT:**

**CITY OF RAMSEY, a  
Minnesota Municipal Corporation**

**Rock Solid Realty Minnesota, LLC, a  
Minnesota Limited Liability Company**

By: \_\_\_\_\_  
Bob Ramsey, Mayor

By: \_\_\_\_\_  
Its:

By: \_\_\_\_\_  
Kurt G. Ulrich, City Administrator

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LEASED PREMISES IS LOCATED**

That part of the West 31 rods of the Southwest Quarter of the Southwest Quarter of Section 27, Township 32 North, Range 25 West, Anoka County, Minnesota, described as follows:

Commencing at the intersection of the West line thereof and the Southerly right of way line of the Great Northern Railway; thence South along said West line thereof to its intersection with the Northerly right of way line of United States Highway No. 10; thence Southeasterly along said Northerly right of way line of United States Highway No. 10, a distance of 299.65 feet; thence North in a straight line to a point on the Southerly right of way line of said Great Northern Railway distant 297.57 feet Southeasterly from the West line of said Southwest Quarter of Southwest Quarter as measured along said Southerly right of way line; thence Northwesterly along said Southerly right of way line a distance of 297.57 feet to the point of beginning.

**EXHIBIT C  
TO LEASE AGREEMENT  
DATED \_\_\_\_\_, 2011**

**LEASED PROPERTY RULES AND REGULATIONS**

1. Any sign, lettering, picture, notice or advertisement installed on the Leased Property shall be installed at Tenant's sole cost and expense, and in such manner, character and style as Landlord may approve in writing. Anything herein to the contrary notwithstanding, approval as to signs shall be subject to Landlord's approval which may be withheld in Landlord's sole discretion. In the event of a violation of the foregoing by Tenant, landlord may remove the same without any liability and may charge the expense incurred by such removal to Tenant.

2. Tenant shall comply with all applicable federal, state and municipal laws, ordinances and regulations, and shall not directly or indirectly make any use of the Leased Property which may be prohibited by any of the foregoing or which may be dangerous to persons or Leased Property or may increase the cost of insurance or require additional insurance coverage.

3. Wherever in these Leased Property Rules and Regulations the word "Tenant" occurs, it is understood and agreed that it shall mean Tenant's associates, employees, agents, clerks, invitees, and visitors. Wherever the word "Landlord" occurs, it is understood and agreed that it shall mean Landlord's assigns, agents, clerks, and visitors.

4. Landlord shall have the right to enter upon the Leased Property at all reasonable hours for the purpose of inspecting the same.

5. Landlord shall have the right to enter onto the Leased Property at hours convenient to Tenant for the purpose of exhibiting the same to prospective tenants.

6. Tenant and Tenant's employees, agents, visitors and licensees shall observe faithfully and comply strictly with the foregoing rules and regulations and such other and further appropriate rules and regulations as Landlord or Landlord's agent may from time to time adopt. Reasonable notice of any additional rules and regulations shall be given in such manner as Landlord may reasonably elect.

7. Landlord reserves the right at any time to rescind, alter or waive, in whole or in part, any of these Rules and Regulations when deemed necessary, desirable, or proper, in Landlord's judgment, for its best interest or for the best interest of the tenants of the Complex. Tenant reserves the right to refuse compliance with any subsequent additional rules and regulations added to those agreed to at the time of signing the Lease.

8. To the extent these rules are in conflict with the terms of the Lease, the terms of the Lease shall rule and govern.

**CROSS EASEMENT AGREEMENT**  
(Ramsey, Minnesota)

THIS AGREEMENT, effective as of May \_\_\_\_, 2004 (the "Effective Date"), by **Holiday Stationstores, Inc.**, a Minnesota corporation ("Holiday) and **Top Ten Center, LLC**, a Minnesota limited liability company ("Top Ten").

**RECITALS**

Holiday is the fee owner of certain real property located in Anoka County, Minnesota, which real property is legally described on Exhibit A (the "Holiday Property").

Top Ten is the fee owner of certain adjacent real property located in Anoka County, Minnesota, which real property is legally described on Exhibit B (the "Top Ten Property"), and on which is currently located an MGM liquor store. The Top Ten Property is currently subject to a Lease Agreement between Top Ten and \_\_\_\_\_ dated \_\_\_\_\_, as amended by \_\_\_\_\_ (the "MGM Lease").

Holiday and Top Ten desire to grant and receive reciprocal easements for vehicular and pedestrian ingress and egress purposes over and across certain portions of the Holiday Property and the Top Ten Property (individually, a "Property" and, collectively, the "Properties"), as more further described in this Agreement.

Now, therefore, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Driveway Easement to Top Ten.** Holiday hereby grants to Top Ten, as an easement appurtenant to the Top Ten Property, a nonexclusive easement for vehicular and pedestrian ingress and egress purposes over and upon that portion of the Holiday Property designated on Exhibit C as "Driveway Easement" (the "Top Ten Driveway Easement").

2. **Grant of Driveway Easement to Holiday.** Top Ten hereby grants to Holiday, as an easement appurtenant to the Holiday Property, a nonexclusive easement for vehicular and pedestrian ingress and egress purposes over and upon that portion of the Top Ten Property designated on Exhibit C as "Driveway Easement" (the "Holiday Driveway Easement").

3. **Use of the Driveway Easement.** The Holiday Driveway Easement and the Top Ten Driveway Easement are collectively referred to in this Agreement as the "Driveway Easement. The Driveway Easement shall be used solely for vehicular and pedestrian ingress and egress purposes; provided, however, that the owner of each Property ("Owner") reserves the right to any subsurface use of the Driveway Easement located on the Property owned by that Owner and the right to install and maintain any pipes, conduits,

wires and the like under, upon or over the respective Driveway Easement which do not unreasonably interfere with the dominant Owner's use of the Driveway Easement and provided, further, that the servient Owner shall promptly repair any damage to the Driveway Easement caused by such subsurface use. This Agreement does not dedicate the Driveway Easement for public use or to the public in any manner whatsoever.

4. **Installation of Driveway Surface.** Top Ten shall construct the surface of the portion of the Driveway Easement shown on Exhibit C ("Driveway Installation"). Any Driveway Installation described in this Section shall include without limitation (a) earth work and grading; (b) the installation of an asphalt surface; and (c) new curbing, as may be required.

5. **Maintenance and Repair of the Driveway Easement.** Each Owner shall maintain the portion of the Driveway Easement on its property ("Maintenance"). The Owners agree that Maintenance shall include without limitation (a) maintaining the surfaces at such grades and levels that they may be used and enjoyed as contiguous and homogeneous common areas; (b) maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability; and (c) removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the Driveway Easement to the extent reasonably necessary to keep the Driveway Easement in a neat, clean and orderly condition. Each Owner further covenants and agrees to pay all real estate taxes and assessments for its respective Property, subject to a bonafide contest which does not jeopardize the other Owner's rights pursuant to this Agreement.

6. **Rules and Regulations.** Holiday and Top Ten shall have the right to enact reasonable rules concerning the conduct and operation of the Driveway Easement situated on their respective Property.

7. **Barriers.** Neither Owner may erect curbs, fences and landscaping or other abutments on their respective Property which would in any way detract, prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic over, to, from and between the Holiday Driveway Easement and the Top Ten Driveway Easement, pursuant to the terms of this Agreement.

8. **Insurance and Indemnification.** Commencing with the date of this Agreement and hereafter, each Owner shall, at its own expense, maintain general public liability insurance against claims for personal injury or death or property damage occasioned by accident occurring upon, in or about their respective Driveway Easement. Each Owner will indemnify the other Owner and hold the other Owner harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property or any of the above, occasioned wholly or in part by any act or omission of such Owner, its tenants, subtenants, agents, employees, licensees or invitees on the Driveway Easement. The insurance coverage required under this Section shall extend to any liability of the parties arising out of the above indemnities.

9. **Notices.** Any notice to be given by a party to this Agreement shall be personally delivered or be sent by registered or certified mail, or by a nationally recognized overnight courier that issues a receipt to the other parties in this Section (or to such other address as may be designated by notice to the other parties), and shall be deemed given upon the earlier of personal delivery, the date postmarked, delivery to such courier or the refusal to accept such service:

If to Holiday:           Holiday Stationstores, Inc.  
4567 American West Boulevard  
Minneapolis, MN 55437  
Attn: Real Estate Department

If to Top Ten:           Top Ten, LLC  
22400 Meadowvale Road  
Eden Prairie, Minnesota 55330  
Attention: General Manager

10. **Warranties of Title.** Each party warrants to the other party that (a) the warranting party has good and indefeasible fee simple title to its respective Property; (b) the warranting party has the full right and lawful authority to grant the respective easements described in this Agreement; (c) the warranting party will defend and indemnify the other party against all lawful claims; and (d) the other party shall and may peaceably have, hold and enjoy the easements described in this Agreement.

11. **The Running of Benefits and Burdens.** All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the assigns, licensees, invitees, successors, tenants and employees of the parties to this Agreement.

12 **Default.** If either Owner fails to perform, fulfill or observe any agreement contained in this Agreement to be performed, fulfilled or observed by it (the "Responsible Party"), which failure shall continue for thirty (30) days, the other Owner may, at its election, cure such failure or breach on behalf of the Responsible Party (the "Curing Party"). The thirty (30) day cure period shall not apply (a) in the case of an emergency in which event an immediate cure shall be required; and (b) where a default is not susceptible of cure within thirty (30) days and the Responsible Party commences the performance, fulfillment or observance within the thirty (30) day period and diligently prosecutes the same thereafter. Any amount expended by the Curing Party for such purpose, or which shall otherwise be due by either Owner to the other pursuant to this Agreement, shall be paid to the Owner to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (i) the rate of twelve percent (12%) per annum; or (ii) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall become due to the date of payment in full. Nothing set forth in this Section shall deny (1) the Owner to whom the amount is owed from a right to a lien against the title to the Property of the Owner failing to pay; or (2) either Owner the right to

appropriate injunctive relief upon breach of any of the terms, covenants and conditions of this Agreement.

13. **Reasonable Construction.** The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties is carried out.

14. **Amendments.** The parties hereto acknowledge and agree that this Agreement shall not be modified or amended without the written approval of each of the parties or their successors or assigns. If an Owner at any time purchases the other Owner's Property, the purchasing Owner may unilaterally terminate this Agreement.

15. **Termination of Covenant or Liability, Term.** Whenever a transfer of ownership of either the Holiday Property or the Top Ten Property occurs, liability of the transferor for breach of any covenants occurring thereafter automatically terminates; provided, however, such transferor shall remain liable for any sums of money or obligations incurred prior to such transfer. This Cross Easement Agreement may be terminated by either party by thirty (30) days notice to the other party.

16. **Counterparts; Facsimiles.** This Agreement may be executed in any number of counterparts. All of the signatures to this Agreement taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Facsimile signatures on this Agreement shall be treated as originals until the actual original signatures are obtained.

IN AGREEMENT, the parties have executed this Cross Easement Agreement as of the date and year first above written.

HOLIDAY STATIONSTORES, INC.

TOP TEN CENTER, LLC

By \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_



EXHIBIT A  
TO CROSS EASEMENT AGREEMENT

**Legal Description of the Holiday Property**

That part of the West 31 rods of the Southwest Quarter of the Southwest Quarter of Section 27, Township 32 North, Range 25 West, Anoka County, Minnesota, described as follows:

Commencing at the intersection of the West line thereof and the Southerly right of way line of the Great Northern Railway; thence South along said West line thereof to its intersection with the Northerly right of way line of United States Highway No. 10; thence Southeasterly along said Northerly right of way line of United States Highway No. 10, a distance of 299.65 feet; thence North in a straight line to a point on the Southerly right of way line of said Great Northern Railway distance 297.57 feet Southeasterly from the West line of said Southwest Quarter of Southwest Quarter as measured along said Southerly right of way line; thence Northwesterly along said Southerly right of way line a distance of 297.57 feet to the point of beginning.

EXHIBIT B  
TO CROSS EASEMENT AGREEMENT

**Legal Description of the Top Ten Property**

Unplatted Ramsey Twsp All Th Pt Of The W 31 Rods Of The SW1/4 Of The SW1/4 Of Sec 27--32-25 Desc As Fol-Com At The Intersection Of The W Line Of Sd SW1/4 Of The SW1/4 With The Sly Rt Of Way Line Of Great Northernrailway-Th Sely Along Sd Sly Rt Of Way Line A Dist Of 297.57 Ft To The Act Pt Of Beg Of The Tr Of Land To Be Desc-Th Cont Sely Along Sd Sly Rt Of Way Line A Dist Of 261.50 Ft More Or Le Ss To Its Intersection With The E Line Of Sd W 31 Rods-Th S Along Sd Eline & Same Extended To The Nly Rt Of Way Line Of U S Hwy 10-Thnwly Along The Nly Rt Of Way Line Of U S Hwy 10 To A Pt Dist 299 .65 Ft Sely From The W Line Of Sd SW1/4 Of SW1/4 As Meas A-Long Sd Nly Rt Of Way Line-Th N To The Act Pt Of Beg-Ex Th Pt Which Is Lot 6, Aud Sub 31



Date: 03/29/2011

By: Brian Olson  
Engineering/Public Works

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**Information**

**Title:**

Consider demolition of property located at 14550 Armstrong Boulevard

**Background:**

Similar to the previous case, Staff was given direction to demolish the building contingent upon an agreement with the adjacent property owner that allow the use of the property for parking and would also require maintenance of the property in lieu of rent. (see attached case)

Since that time there has been significant discussions regarding the property potentially being used as a go kart track. At a future date, the City Attorney will be bringing back an agreement between Mr. Karl Jansen and the City of Ramsey for some type of joint venture agreement for the operation of the go gart track. In the meantime, Staff is recommending that the building be razed separately from the property use agreement. In a meeting held with the Mr. Jansen, we agreed that the pavement would be left inplace and would be cut and removed further once the interim use permit is approved for the proposed use. If there is a reason that this project (the go kart track) does not move forward then the pavement would be removed in its entirety at a later time.

**Observations:**

It should be noted that there has been environmental concerns on this property and therefore there was a significant amount of environmental testing on this property during the acquisition process in 2009. Attached to this case is the Development response action Plan and Construction Contingency Plan that was approved by the Minnesota Pollution Control Agency as well as the indemnification agreement that we required as a condition of the purchase of the property. This indemnification agreement requires the prior property owner to pay for up to \$150,000 of contamination (if encountered) and expires 36 months after closing. The City Attorney believes that the closing occurred in November 2009 but will verify this on Tuesday night.

Staff will have some information for a proposal to complete a pre demo asbestos survey (typical in all demolitions) and an environmental contract that manages petroleum contaminated soils (if encountered). Staff will have an estimate for these activities before the meeting on Tuesday.

**Recommendation:**

Provide consensus on moving forward with the demolition process without any conditions.

**Funding Source:**

The funding for this demolition would come from TIF 4.

**Council Action:**

Provide direction to move forward with the demolition without a property use and maintenance agreement.

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## Attachments

demo case 07.20.10

MPCA approval

DRAP - 2009

Indemnification agreement

PA Exhibit

## Form Review

**Inbox**

Kurt Ulrich

Form Started By: Brian Olson

Final Approval Date: 03/23/2011

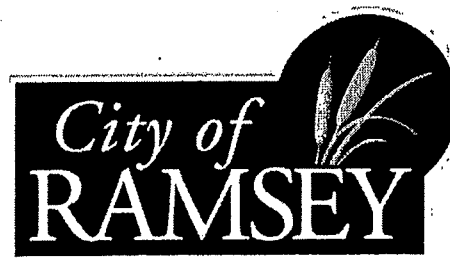
**Reviewed By**

Kurt Ulrich

**Date**

03/23/2011 05:37 PM

Started On: 03/22/2011 05:43 PM



## CITY COUNCIL WORK SESSION

### **Topic Report: CONSIDER DEMOLITION OF PROPERTY LOCATED 14550 ARMSTRONG BLVD. (FORMER OASIS MARKET)**

By: Amber G. Miller, Planning Manager

#### **Background:**

As Council is aware, on July 13, 2009 the City of Ramsey approved the inter-fund loan resolution which allowed the City to reimburse Anoka County for the acquisition and relocation expenses for the purchase of the property located at 14550 Armstrong Blvd., commonly known as the Oasis Market. This was funded through the Public Improvement Revolving Fund reimbursed by TIF Districts 1 & 4.

The property finally closed on April 20, 2010. To date, Council has not discussed what they would like to see done with the property. It has many of the same characteristics as the former Holiday Station, so the Council may wish to consider a similar arrangement. The adjacent property owner, Wisser Choice Liquors, is interested in maintaining the property in lieu of rent once the building has been demolished. The area where the building is located would be seeded and the adjacent property owner would be responsible for mowing as well as seal coating and maintaining the parking lot. Access on Armstrong would remain.

The City Council should consider the following options and direct staff accordingly.

- 1) Market the property for lease.
- 2) Demolish the property with funding from TIF District 4, remove the asphalt and seed the lot, keep sign.
- 3) Demolish the structure and enter into an agreement with the adjacent property owner as described above (this agreement would come back before Council for approval).

#### **Funding Source:**

City Funds/TIF funds

#### **Recommendation:**

Demolish the structure and enter into an agreement with the adjacent property owner as described above (this agreement would come back before Council for approval).

#### **CC Action:**

Instruct Staff to proceed with demolition of the structure and work with the City Attorney on an agreement with the adjacent property owner for parking and maintenance.

**Review Checklist:**

City Administrator  
Director of Public Works  
Deputy City Administrator

A handwritten signature in black ink, appearing to be 'K. G. O.', written over a horizontal line. The signature is stylized and includes a large, circular flourish at the end.

**Attachments:**

None.

**CCWS: 07.20.10**



# Minnesota Pollution Control Agency

520 Lafayette Road North | St. Paul, MN 55155-4194 | 651-296-6300 | 800-675-3843 | 651-282-5332 TTY | [www.pca.state.mn.us](http://www.pca.state.mn.us)

January 11, 2010

Mr. Andrew Witter  
Anoka County Highway Department  
1440 Bunker Lake Boulevard  
Andover, MN 55304-4005

Mr. Brain Olson  
City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

RE: Approval of Voluntary Response Actions for Petroleum Contamination  
Site: Former Oasis Market, 14550 Armstrong Boulevard NW, Ramsey  
Site ID#: LEAK00007470

Dear Mr. Witter and Mr. Olson:

The Minnesota Pollution Control Agency (MPCA) Petroleum Brownfields Program (PBP) staff has reviewed the following documents regarding your intent to investigate and manage all petroleum contaminated soils for the project/property located at 14550 Armstrong Boulevard in Ramsey (the Site).

- "Response Action Plan and Construction Contingency Plan" dated November 16, 2009 prepared by Braun Intertec.
- Leak site file LEAK00007470 and associated documents.

Based on the information provided, PBP staff are approving the above-referenced plan with the following modifications:

1. Petroleum contaminated soils excavated at the site, at or greater than 200 parts per million (PPM) (PID), should be properly managed at an MPCA approved off-site treatment/disposal facility.
2. Petroleum contaminated soils less than 200 PPM (PID) may be thin spread on-site under paved surfaces.
3. Petroleum contaminated soils that exhibit PID headspace readings in "green space" areas should be removed and properly managed as part of the development plan. A minimum four-foot buffer of clean soil should exist in all "green space" areas, along with a vegetative cover.
4. Petroleum contaminated soils at or greater than 10 PPM (PID) encountered during the installation of underground utilities should be removed and properly managed as part of the development plan. If contamination remains at or above 10 PPM a vapor barrier is required.
5. Any petroleum contaminated soil removed from the site must be treated or disposed of in a method approved by the MPCA. If petroleum contaminated soils are transported to a landfill, the landfill must be appropriately permitted to accept petroleum contaminated soil. Petroleum contaminated soils may be directly disposed in the landfill or used as alternative daily cover based on the landfill's permit, industrial solid waste management plan, and/or local license. The applicant must notify PBP staff where soils will be transported prior to treatment/disposal. Please include all transportation and handling manifests for such soils within the final implementation report.
6. If on-site development occurs at the site in the future, a Response Action Plan should be submitted by the developer and approved by the MPCA.

Mr. Andrew Witter  
Mr. Brain Olson  
Page 2  
January 11, 2010

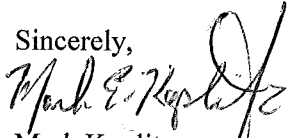
7. For the purpose of soil disposal or re-use, unrestricted soils are defined as soils with no detectable field readings, no visual indications, no olfactory indications, no debris, and analytical results of non-detect (method detection limit of 10 PPM). Soils that do not meet this definition may not be used as at the discretion of the contractor or other project personnel.
8. The PBP does not provide review and/or approval for the discharge and/or treatment of ground water, stormwater or any other dewatering action.
9. This DRAP approval is contingent on the Applicant obtaining all other MPCA, state, federal and local government permit requirements.

Approval assumes that an implementation report will be provided to the MPCA summarizing the voluntary cleanup work once completed. This report should include all necessary components as described in part V of MPCA Guidance Document 5-03, "*Petroleum Brownfields Program Voluntary Response Action Plan*." If subsequently obtained information indicates that the proposed activities are inappropriate or inadequate, the MPCA may request modifications in the proposed work.

If the implementation report will not be submitted within six months of the date of this letter, please notify the MPCA Petroleum Brownfields Program project manager of the status of the development. The Applicant's failure to submit the implementation report or to inform the MPCA of the status of the development may result in the MPCA revoking the DRAP approval or pursuing additional actions as appropriate to protect public health and the environment.

The responsibility for implementing the Petroleum Brownfields approved plan fully lies with the Applicant. This letter does not apply to other types of contamination, if present, at the site. Approval of this plan does not suggest that any of the costs incurred will be eligible for reimbursement from the PetroBoard. Please be advised that the determination made in this letter is subject to the disclaimers found in Attachment A. If you have any questions regarding this letter, please call Bassou Oulgout at 651-757-2632 or Mark Koplitz at 651-757-2502.

Sincerely,



Mark Koplitz  
Project Leader  
Petroleum and Closed Landfill Section  
Remediation Division



Bassou Oulgout  
Hydrogeologist  
Petroleum and Closed Landfill Section  
Remediation Division

MK:tf

Enclosure

cc: George Beatty, Braun Intertec, St. Paul

ATTACHMENT A  
DISCLAIMERS  
Site ID: LEAK00007470

1. Reservation of Authorities

The MPCA Commissioner reserves the authority to take any appropriate actions with respect to any release or other conditions at the Site. The MPCA Commissioner also reserves the authority to take such actions if the voluntary party does not proceed in the manner described in this letter or if actions taken or omitted by the voluntary party with respect to the Site contribute to any release or create an imminent and substantial danger to public health and welfare or the environment.

2. No MPCA Assumption of Liability

The MPCA, its Commissioner and staff do not assume any liability for any release or other conditions at the Site or for any actions taken or omitted by the voluntary party with regard to the release or other conditions at the Site, whether the actions taken or omitted are in accordance with this letter or otherwise.

3. Letter Based on Current Information

All statements, conclusions and representations in this letter are based upon information known to the MPCA Commissioner and staff at the time this letter was issued. The MPCA Commissioner and staff reserve the authority to modify or rescind any such statement, conclusion or representation and to take any appropriate action under this authority if the MPCA Commissioner or staff acquires information after issuance of this letter that provides a basis for such modification or action.

4. Disclaimer Regarding Use or Development of the Property

The MPCA, its Commissioner and staff do not warrant that the Site is suitable or appropriate for any particular use.

# Response Action Plan and Construction Contingency Plan

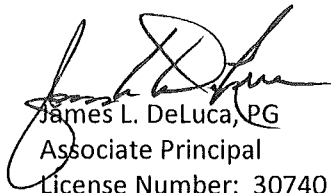
Former Oasis Market, Leak # 7470  
14550 Armstrong Blvd NW  
Ramsey, Minnesota

*Prepared for*

## Anoka County Highway Department

### Professional Certification

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

  
James L. DeLuca, PG  
Associate Principal  
License Number: 30740  
November 16, 2009



Project SP-09-03784A

Braun Intertec Corporation

**BRAUN**  
INTERTEC

Braun Intertec Corporation  
1826 Buerkle Road  
Saint Paul, MN 55110

Phone: 651.487.3245  
Fax: 651.487.1812  
Web: braunintertec.com

November 16, 2009

Project SP-09-03784A

Ms. Stacey Hendry-Van Patten  
Petroleum Brownfields Program  
Minnesota Pollution Control Agency  
520 Lafayette Road North  
St. Paul, Minnesota 55155-4194

Re: Response Action Plan and Construction Contingency Plan  
Former Oasis Market, Leak # 7470  
14550 Armstrong Blvd NW  
Ramsey, Minnesota

Dear Ms. Hendry-Van Patten:

Braun Intertec Corporation (Braun Intertec) has prepared this Response Action Plan and Construction Contingency Plan (RAP/CCP) for the proposed demolition activities at the referenced site. The RAP/CCP summarizes previous work conducted at the site and provides a description of the methods that will be used to evaluate and manage petroleum-impacted soil encountered during demolition and grading activities at the Site.


If you have questions regarding this RAP/CCP, or if we can provide additional information, please call George Beatty at 651.487.7037 or Jim DeLuca at 651.487.7005.

Sincerely,

BRAUN INTERTEC CORPORATION



George E. Beatty  
Environmental Scientist



James L. DeLuca, PG  
Associate Principal

c: Mr. Andy Witter, Anoka County Highway Department  
Mr. Brian Olson, Cit of Ramsey

RAP&CCP\_Txt - Oasis Market.docx

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Figure 1: Site Location Map

Figure 2: Site Plan

**Response Action Plan and Construction Contingency Plan  
Former Oasis Market  
14550 Armstrong Blvd NW  
Ramsey, Minnesota**

**1.0 Introduction**

Anoka County Highway Department (Anoka County) is preparing to demolish the existing Oasis Market and strip mall buildings located at 14550 Armstrong Blvd NW, Ramsey, Anoka County, Minnesota (Site) in preparation for roadway improvements in the area. A Site location map is included as Figure 1 and a Site plan as Figure 2.

This Response Action Plan and Construction Contingency Plan (RAP/CCP) summarizes previous work conducted at the Site. It also provides a description of the methods that will be used to evaluate and manage petroleum-impacted soils that may be encountered during demolition and roadway construction activities.

**2.0 Responsibilities**

The following are the key personnel involved in the project:

<b>Property Owner:</b>	Anoka County Highway Department	<b>Environmental Consultant:</b>	Braun Intertec Corporation
<b>Owner Representative:</b>	Andrew Witter (Assistant County Engineer)	<b>Project Manager:</b>	George E. Beatty
<b>Phone:</b>	763.862.4249	<b>Phone:</b>	651.487.7037
<b>Fax:</b>	763.862.4201	<b>Fax:</b>	651.487.1812
<b>Future Property Owner:</b>	City of Ramsey	<b>MPCA Emergency (State Duty Officer)</b>	651.649.5451
<b>Owner Representative:</b>	Brian Olson (Director of Public Works)		
<b>Phone:</b>	763.438.9825		
<b>Fax:</b>		<b>Local Emergency</b>	911

## 3.0 Project Background

### 3.1. Previous Subsurface Investigation Results

A limited subsurface investigation was conducted by DPRA in 1994 to evaluate site soils as part of an environmental due diligence project for Scrivner/Gateway Foods. One soil boring was advanced adjacent to and south of the underground storage tank (UST) basin and pump islands. One soil sample was collected at 5 feet below ground surface (bgs) and analyzed for benzene, toluene, ethylbenzene, total xylenes (BTEX), total recoverable petroleum hydrocarbons (TRPH), and total hydrocarbons as gasoline (THCG). All concentrations were below laboratory method reporting limits except TRPH, which was detected at 90 mg/kg. The State Duty Officer was notified of the release, and the site assigned Leak # 7470 by the Minnesota Pollution Control Agency (MPCA) on June 27, 1994. The results of the limited subsurface investigation were submitted to the MPCA (DPRA, 1994). Based on the results of the subsurface investigation, the MPCA issued a No Corrective Action Required letter on September 30, 1994.

Petroleum-impacted soil was encountered during piping and dispenser upgrade activities in 1999. Approximately 15 cubic yards of petroleum-impacted soil was stockpiled, then screened with a photo-ionization detector (PID) and sampled for petroleum volatile organic compounds (PVOCs), diesel range organics (DRO), gasoline range organics (GRO), and total lead by Liesch & Associates. Stockpiled soils had a maximum PID reading of 40.2 parts per million (ppm). Soil analytical results were compared with Tier 2 Residential Soil Reference Values (SRVs). With the exception of GRO and DRO, for which Tier 2 SRVs have not been established, all compounds were at least one order of magnitude below their applicable Tier 2 Residential SRVs. A total of 8.14 cubic yards of the petroleum-impacted soil was taken to C.S. McCrossen for thermal treatment; the remaining petroleum-impacted soil was re-used as backfill during upgrade activities. The results were reported in Liesch, 1999.

A Limited Site Investigation (LSI) was conducted by R.J. Rykken Consulting, Inc. in 2004 (RJR, 2004) to evaluate soil and groundwater in the vicinity of the UST basin, which was described as containing two 10,000-gallon USTs, and pump islands. The LSI consisted of three soil borings located adjacent to and east, west, and south of the UST basin and pump islands. No visual and olfactory indications of soil impacts were observed, and PID readings did not exceed 0.0 ppm. No soil analytical samples were collected; however, groundwater samples were collected from each soil boring at 17 feet bgs. Groundwater samples were analyzed for BTEX and GRO, but did not exceed laboratory method reporting limits for the parameters tested.

### **3.2. Phase I ESA**

A Phase I Environmental Site Assessment (Phase I ESA) was completed for the Site by Northern Technologies (Northern) in March 2006 (Northern 2006). Northern completed the Phase I ESA for the city of Ramsey, and reported that the site contained one building and a canopy area covering the gasoline dispenser area. The Phase I ESA was also reported that the ground surface was paved around the gas dispensers and east and west of the store building for vehicle traffic and parking; that the remainder of the Site was covered with native prairie vegetation; and that some fill soil existed on the west end of the Site where a mound system for a septic drain field existed. The Phase I ESA concluded that there were no recognized environmental conditions associated with the Site, because the identified LUST facility at the Site had received regulatory closure and Northern concluded minimal environmental threat based on distance from the Site and groundwater flow direction. We conclude that the closed LUST facility would be considered a historic REC.

### **3.3. UST Removal Results**

R.J. Rykken Consulting, Inc. observed the removal of two 10,000-gallon gasoline USTs from the site in July 2009. The USTs were observed to be in good condition with no significant holes or corrosion. No visual or olfactory indications of soil impacts were observed in soils, and PID readings did not exceed 0.0 ppm. A total of four soil samples, one from each end of the two USTs, were collected from 1 foot below the bottom of the USTs and analyzed for PVOCs and GRO. The only compound detected was 1,2,4-Trimethylbenzene, with concentrations ranging from 0.030 mg/kg to 0.071 mg/kg. 1,2,4-Trimethylbenzene concentrations were at least two orders of magnitude less than the applicable Tier 2 Residential SRV of 8 mg/kg. The results were submitted to the MPCA in RJR, 2009.

The following recommendations were included in a file review document completed by Braun Intertec in September 2009:

- Prepare a Response Action Plan/Construction Contingency Plan (RAP/CCP) for demolition activities in the vicinity of the Site.
- The site should be enrolled in the MPCA Petroleum Brownfields Program (PBP) and a copy of the RAP/CCP submitted to PBP staff for approval a minimum of 30-days prior to starting demolition and/or redevelopment activities.

## 4.0 Response Action Plan

### 4.1 Planned Activities

Proposed construction activities in the vicinity of the Site include the following:

- Demolition of the former Oasis Mart building and related improvements, including removal of the floor slab.
- Grading of the Site for future redevelopment.

A pre-demolition Site plan is included as Figure 2.

### 4.2 Petroleum Impacted Soil

An environmental technician will observe excavations related to demolition in the vicinity of the building and pump islands. Soils will be screened in accordance with the procedures in Section 5.1, and managed on Site as follows:

1. No petroleum-contaminated soils (PCS) will be excavated outside of the demolition areas. PCS will be excavated only to the depth necessary for demolition activities.
2. For purposes of soil disposal or re-use, unrestricted soils are defined as soils with no detectable field readings, no visual indications or olfactory indications of contamination, no debris, and analytical results of less than 10 milligrams per kilogram (mg/kg) DRO or below the laboratory method reporting limit.
3. The applicant will notify the MPCA of the disposal location if PCS are to be removed from the site. Transportation and handling manifests will be included with the final implementation report.
4. A RAP Implementation Report will be submitted to the PBP upon completion of response actions.
5. If redevelopment is planned for the site, an addendum to this RAP/CCP addressing the redevelopment will be prepared and submitted to PBP staff for review.

Based on the previous reuse of soil with residual petroleum contamination and the former LUST facility at the site, it is likely PCS will be encountered during demolition activities.

### 4.3 Confirmation Testing

Based on the soil impacts identified during the previous UST system work and during the LSI, we anticipate collecting up to 3 confirmation/disposal samples during demolition activities ; however, the number of samples collected may change based on field conditions. Soil samples will be analyzed at the Braun Intertec Laboratory for the following parameters:

- PVOCs using Wisconsin Department of Natural Resources (WDNR) methods. The WDNR PVOC method was chosen so that 1,2,4-Trimethylbenzene, which was detected during the UST removal effort, would be reported.
- GRO using WDNR methods
- DRO using WDNR methods

If PID readings exceed 10 parts per million (ppm) and/or other types of contamination are observed as discussed in the CCP described below (Section 5.0), soil samples will be collected and analyzed both for characterization/disposal purposes and for cleanup confirmation. The number of confirmation soil samples will be collected as shown in Table 4-1.

Table 4-1. Confirmation Sampling Schedule

Area of Excavation Floor (square feet)	Number of Grab Samples	Area of Excavation Sidewall (square feet)	Number of Grab Samples
Less than 500	2	Less than 500	4
500 - 1,000	3	500 - 1,000	5
1,000 - 1,500	4	1,000 - 1,500	6
1,500 - 2,500	5	1,500 - 2,0 00	7
2,500 - 4,000	6	2,000 - 3,000	8
4,000 - 6,000	7	3,000 - 4,000	9
6,000 - 8,500	8	4,000	1/45 lineal feet

## 5.0 Construction Contingency Plan

Unexpected but reasonably foreseeable contingencies may occur during site remediation and construction and include the following:

- Underground storage tanks
- Asbestos-containing materials in the fill, particularly in areas with demolition debris
- Unexpected types of contamination
- Strong or unusual odors
- Discolored soils
- Unlabelled drums or containers
- Unexpected buried or aboveground objects
- Workers becoming ill

In the event that one of the contingencies listed above or other unanticipated circumstance is encountered, work will stop in the immediate area. Work may continue in other areas as long as they are not impacted by the contingency. The Braun Intertec project manager will be notified and will mobilize appropriate staff to evaluate the contingency and secure the area. The Braun Intertec project manager will notify the MPCA staff and State Duty Officer within 24 hours. If it is a potential emergency, the Duty Officer and appropriate local emergency responders will be notified immediately.

Wastes, tanks, drums, containers, etc., will not be reburied. If it is necessary to excavate soils, screening, excavation, stockpiling and sampling will be conducted as discussed in the previous sections, with all stockpiles kept separate from the planned excavation stockpiles discussed in the preceding sections.

Anoka County and Braun Intertec representatives will work together to assemble a response team, which will initially consist of the representatives in Section 2.0. The Site Health and Safety Plan used for the RAP will be employed for activities in the CCP.

If soil screening and segregation are necessary, the procedures in Sections 5.1 through 5.4 will be followed. If asbestos containing materials are encountered, the procedures in Section 5.5 will be followed.

## 5.1. Soil Screening

A Braun Intertec environmental technician will be on-Site during demolition activities to document subsurface conditions. The technician will observe demolition excavation activities in the vicinity of the Oasis Mart building and pump islands for the presence of visual and incidental olfactory indications of contamination that are different from that which we have already observed. The technician will screen suspect areas using MPCA-approved headspace methodology utilizing a photoionization detector (PID) equipped with a 10.6-eV lamp to monitor soil for organic vapors.

A minimum of one sample for headspace analysis will be collected for approximately every 50 cubic yards of impacted material removed. Screening results will be documented. The technician will monitor the subsurface continuously for indications of suspect ACM. Based on prior Site evaluations, we do not anticipate encountering ACM.

The headspace analytical procedure is used to field-screen organic vapor levels in soils. The procedure consists of half-filling a new quart-sized sealable bag with a soil sample. The bag is quickly closed and headspace development proceeds for at least 10 minutes. The bag is shaken vigorously for 15 seconds, both at the beginning and the end of headspace development. After headspace development, the PID probe is inserted into the bag to one-half the headspace depth. The highest reading observed on the PID is then recorded.

In the event that the construction contractor encounters contaminated soils (based on visual, olfactory and/or PID measurements) materially different from those observed and tested during previous Site evaluations, those soils will be excavated and stockpiled as follows:

- Soils that exhibit PID headspace readings above background concentrations and/or display visual or olfactory indications of contamination will be segregated and stockpiled on polyethylene sheeting or an impermeable surface such as asphalt or concrete. Materially different fill/waste will be stockpiled separately. Direct olfactory evaluation of potentially contaminated soil is not recommended for safety reasons, but incidental observations will be noted and acted on.

- Braun Intertec will discuss the laboratory analytical tests to characterize the stockpiled soils with Anoka County and the MPCA prior to initiating any laboratory analyses. Potential parameters include GRO by Wisconsin GRO Method, DRO by Wisconsin DRO Method, VOCs by Method SW-846 8260B, PAHs by Method SW-846 8270, and RCRA metals by Method SW-846 6000/7000 series.
- The number of soil stockpile samples to be analyzed for selected parameters will be in accordance with the stockpile sampling schedule in Table 5-1

Table 5-1: Soil Stockpile Sampling Schedule

Cubic Yards of Soil in Stockpile	Number of Grab Samples
Less than 500	1 per 100 cubic yards
501 - 1,000	1 per 250 cubic yards
1,000 or more	1 per 500 cubic yards

## 5.2. Confirmation Soil Sampling for Unexpected Contamination

If contaminated soils (based on visual, olfactory, or headspace/PID indications of contamination) are encountered and excavated that are different from those described in the RAP, confirmation soil samples will be collected from the excavation base and sidewalls in the area of contaminated soil after the contaminated soil is removed. The number of samples will be based on Table 4-1 and the parameters will be selected based on the results of the characterization samples discussed in Section 5.1. Braun Intertec will discuss specific confirmation sampling tests for unexpected impacts with Anoka County and the MPCA prior to initiating any laboratory analyses.

Routine Braun Intertec laboratory quality assurance/quality control will be followed.

## 5.3. Soil Stockpile Management

Stockpiled soils suspected to be contaminated will be placed in a staging area of the construction site. Stockpiled soils suspected to be contaminated will be placed on polyethylene sheeting, or an impermeable surface such as asphalt or concrete, and covered with polyethylene sheeting at the end of each workday and will be secured in place. The stockpile(s) will be bermed, if necessary, to prevent stormwater run-on and/or runoff.

#### **5.4. Soil Disposal and Reuse**

Pending the results of laboratory analysis, stockpiled soils different from those described in the RAP may be used or disposed of as follows:

- Soils that are less than 200 ppm on the PID and less than the MPCA Tier 2 Industrial SRVs and the Tier 1 SLVs may be re-used onsite as controlled fill under paved surfaces by the Contractor.
- Soils with laboratory analytical results greater than the Tier 2 Industrial SRVs and TCLP results less than Maximum Allowable Concentrations (MACs) will be disposed of at an approved non-hazardous waste disposal facility, unless otherwise agreed to by the MPCA and Anoka County.
- Soils with laboratory analytical results greater than the Tier 2 Industrial SRVs and TCLP results greater than the Maximum Allowable Concentrations (MACs) will be disposed of at an approved hazardous waste disposal facility, unless otherwise agreed to by the MPCA and Anoka County.

If the contingency soils are petroleum contaminated, they will be managed as described in Section 4.2. If non-petroleum contaminants are present, the MPCA Voluntary Investigation and Cleanup (VIC) staff will be consulted.

#### **5.5. Asbestos-Containing Materials**

If ACM is encountered, excavation activities in the vicinity of the material will be stopped and MPCA Asbestos Program staff notified. An Emissions Control Plan (ECP) will be submitted to the MPCA for approval.

Once approval has been received, a certified asbestos abatement contractor will be deployed to the Site to oversee all asbestos-containing materials handling and removal. Asbestos handling and removal will follow the approved ECP submitted under separate cover.

## **6.0 Site Health and Safety Plan**

A Site Health and Safety Plan will be developed under a separate cover and will be maintained at the Site at all times. Braun Intertec will provide the Health and Safety Plan to the General Contractor for reference and will provide technical assistance when required. However, subcontractor compliance with the Health and Safety Plan will be the responsibility of the General Contractor.

## **7.0 Reporting**

Upon completion of Site activities and chemical analyses, Braun Intertec will prepare a RAP/CCP Implementation Report documenting our methods and results of the soil monitoring activities. We request that technical assistance and assurance letters be addressed to Anoka County and the City of Ramsey.

## **8.0 Schedule**

We anticipate project activities to begin in mid-December. Response actions will likely begin as soon as RAP approval is received from the MPCA, so that demolition activities are not delayed.

## **9.0 References**

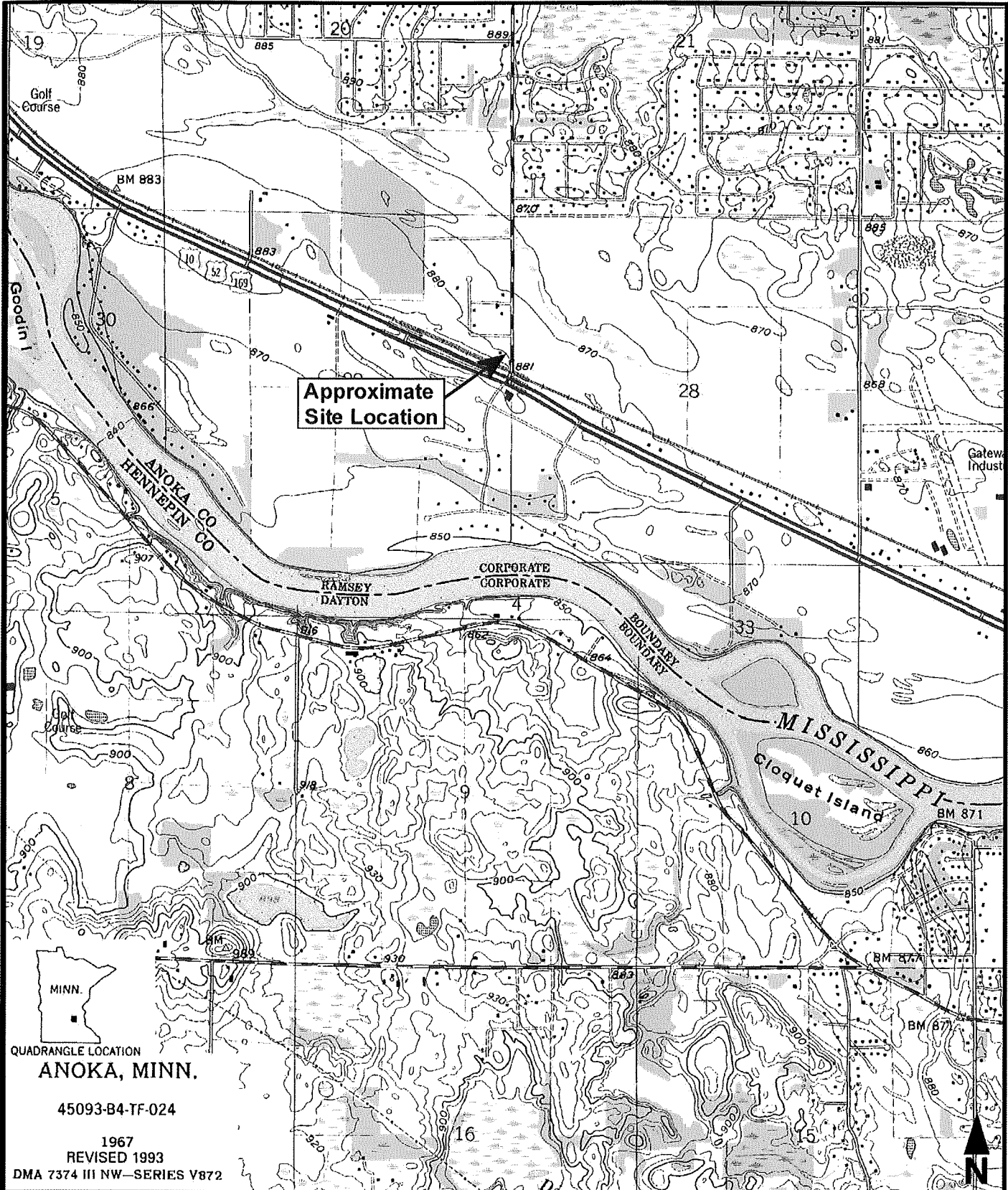
DPRA, 1994. Subsurface Investigations, 12 Brooks Stores, DPRA, August 1, 1994.

Liesch, 1999. Oasis Market (Former Fina Station), 14550 Armstrong Boulevard, Ramsey, Minnesota, Liesch Associates, April 27, 1999.

RJR, 2004. Limited Site Investigation, Oasis Market, 14550 Armstrong Boulevard, Ramsey, Minnesota, R.J. Rykken Consulting, Inc., June 30, 2004.

Northern, 2006. Phase I Environmental Site Assessment, Ramsey Crossings North Maple Holdings Property (P), 14550 Armstrong Boulevard, Ramsey, Minnesota, Northern Technologies., March 31, 2006.

RJR, 2009. UST Removal Assessment, Former Oasis, 14550 Armstrong Boulevard, Ramsey, Minnesota, R.J. Rykken Consulting, Inc., July 10, 2009.



QUADRANGLE LOCATION  
**ANOKA, MINN.**

45093-B4-TF-024

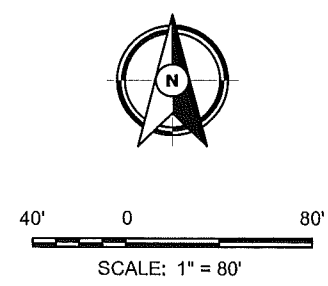
1967  
 REVISED 1993  
 DMA 7374 III NW—SERIES V872

**BRAUN**<sup>SM</sup>  
 INTERTEC

Site Location Map  
 Former Oasis Market  
 14550 Armstrong Boulevard  
 Ramsey, Minnesota

USGS TOPOGRAPHIC MAP	
Anoka, MN	
DATE:	11/16/2009
JOB NO:	SP-09-03784A
SCALE:	1 : 24,000
DRAWN BY:	FER
FIGURE NO:	1

F:\SP\009\SP0903784A.dwg, BLAND, 11/12/2009 9:08:01 AM



**BRAUN  
INTERTEC**

11001 Hampshire Avenue So.  
Minneapolis, MN 55438  
PH. (952) 995-2000  
FAX (952) 995-2020

Base Dwg Provided By:

RESPONSE ACTION PLAN / CONSTRUCTION CONTINGENCY PLAN  
FORMER OASIS MARKET  
14550 ARMSTRONG BOULEVARD  
RAMSEY, MINNESOTA

Project No:  
SP0903784A

Drawing No:  
SP0903784A

Scale: 1" = 80'

Drawn By: BJB

Date Drawn: 10/12/09

Checked By: GEB

Last Modified: 11/12/09

Sheet: \_\_\_\_\_ of \_\_\_\_\_  
Fig: \_\_\_\_\_

## ENVIRONMENTAL INDEMNIFICATION AGREEMENT

This environmental indemnification agreement ("Agreement") is made and entered into this 17, day of July, 2009, by and between the County of Anoka, a political subdivision of the state of Minnesota ("County") and John K. Bunkers and Jill M. Bunkers, husband-and-wife (hereinafter jointly referred to as "Bunkers").

### WITNESSETH:

WHEREAS, the County has entered into a purchase agreement with North Maple Holdings, LLC, a Minnesota limited liability company ("North Maple Holdings") dated June 12, 2009 ("Purchase Agreement") for the sale of property commonly known as 14550 Armstrong Blvd., Ramsey, MN ("Property"); and

WHEREAS, John Bunkers is the Chief Manager of North Maple Holdings and the Bunkers are the principal owners of North Maple Holdings; and

WHEREAS, the County was unwilling to sign the Purchase Agreement without the Bunkers execution of this Agreement; and

WHEREAS, as an inducement and consideration for the County entering into the Purchase Agreement the Bunkers have agreed to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter stated or contained in the Purchase Agreement, the parties do hereby agree as follows:

### ENVIRONMENTAL INDEMNIFICATION

Bunkers agree that they will hold harmless, indemnify, and defend the County and the City of Ramsey, a municipal corporation under the laws of the State of Minnesota and their elected officials, officers, agents and employees against any and all claims, expenses (including attorney's fees), losses, damages or lawsuits for damages arising from or related to the presence or release of Hazardous Materials located on the Property to the extent that such Hazardous Materials were located on the Property on or prior to the date of closing.

"Claims" means any and all actual out-of-pocket expenses that the Buyer may incur relating to the cleanup and/or containment of any Hazardous Materials located on the Property resulting from the presence or release of any Hazardous Materials on the Property on or prior to the date of closing which is required by applicable Environmental Laws.

"Environmental Laws" means all federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

"Hazardous Materials" means any flammable substances, explosives, radioactive materials, hazardous wastes, toxic substances, pollutants, pollution,

or related materials specified as such in, or regulated under, any of the Environmental Laws including without limitation any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated there under and any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Superfund Amendment and Reauthorization Act of 1986, as amended from time to time, and regulations promulgated under it.

For the purpose of this indemnification provision the term "Hazardous Materials" shall not include asbestos.

This indemnification provision shall survive the closing of the sale of the Property and the delivery of the deed conveying title to the County. Notwithstanding anything herein or in the Purchase Agreement to the contrary, the parties agree that this Agreement, and the Bunkers' obligations hereunder, shall terminate on the date that is thirty-six (36) months following the closing date. In addition, in no event shall the Bunkers be obligated to expend more than One Hundred Fifty Thousand Dollars (\$150,000.00) in connection with satisfying their obligations under this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above stated.

**BUNKERS:**

By: \_\_\_\_\_

John K. Bunkers

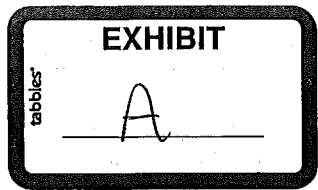
By: \_\_\_\_\_

Jill M. Bunkers

**ANOKA COUNTY**

By: \_\_\_\_\_

Its: \_\_\_\_\_



**ADDENDUM TO STANDARD PURCHASE AGREEMENT**

THIS ADDENDUM TO STANDARD PURCHASE AGREEMENT (the "Addendum") is made and entered into this 17 day of July, 2009, and is attached to and made a part of that certain Standard Purchase Agreement dated June 12, 2009 (the "Purchase Agreement") by and between **NORTH MAPLE HOLDINGS, LLC**, a Minnesota limited liability company (the "Seller"), and **COUNTY OF ANOKA**, a political subdivision of a state of Minnesota, (the "Buyer").

**RECITALS**

WHEREAS, Buyer and Seller are parties to the Purchase Agreement relating to the real property and improvements thereon commonly known as 14550 Armstrong Blvd, Ramsey, Minnesota (the "Property"); and

WHEREAS, the parties hereto desire to modify and supplement the terms of the Purchase Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

**AGREEMENT**

1. **Defined Terms.** Unless otherwise defined herein, all capitalized terms used in this Addendum shall have the meanings as defined in the Purchase Agreement.
2. **Additional Agreements.** Seller and Buyer agree as follows:
  - a. **Tenant's Property.** Buyer agrees that Seller shall have the right to take such steps as may be necessary to remove, store and/or dispose of any and all personal property and fixtures located on the Property belonging to Twin Cities Stores, Inc. d/b/a Oasis Market (the "Tenant"), and Seller reserves the right to seek reimbursement from the Tenant for costs and expenses incurred by Seller in connection therewith.
  - b. **Representations and Warranties.** Buyer hereby acknowledges and agrees that it is Buyer's intention to demolish the existing improvements located on the Property. Accordingly, the parties hereby agree that the warranties set forth in lines 41, 52, 68, and 74 of the Purchase Agreement are hereby deleted. Buyer hereby acknowledges and agrees that Seller is selling the Property, and Buyer is purchasing the Property, "As Is" and "Where Is" and "With All Faults;" and except as expressly set forth in the Purchase Agreement, as amended hereby, Seller makes no warranty or representation, express or implied or arising by operation of law, including, without limitation, any warranty of condition, habitability, merchantability, or fitness for a particular purpose of the Property.

- c. Title Evidence. Buyer agrees that in lieu of delivering an Abstract of Title or a Registered Property Abstract as provided for in lines 80 and 81 of the Purchase Agreement, Seller may instead deliver to Buyer a commitment for an ALTA Owner's Policy of Title Insurance committing to insure marketable title to the Property in Buyer.
- d. Environmental Indemnification. Seller agrees that it will hold harmless, indemnify, and defend Buyer and the City of Ramsey, a municipal corporation under the laws of the State of Minnesota, their elected officials, officers, agents and employees against any and all claims, expenses (including attorney's fees), losses, damages or lawsuits for damages arising from or related to the presence or release of Hazardous Materials located on the Property to the extent that such Hazardous Materials were located on the Property on or prior to the date of closing.

"Claims" means any and all actual out-of-pocket expenses that the Buyer may incur relating to the cleanup and/or containment of any Hazardous Materials located on the Property resulting from the presence or release of any Hazardous Materials on the Property on or prior to the date of closing which is required by applicable Environmental Laws.

"Environmental Laws" means all federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

"Hazardous Materials" means any flammable substances, explosives, radioactive materials, hazardous wastes, toxic substances, pollutants, pollution, or related materials specified as such in, or regulated under, any of the Environmental Laws including without limitation any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder and any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Superfund Amendment and Reauthorization Act of 1986, as amended from time to time, and regulations promulgated under it.

For the purpose of this indemnification provision the term "Hazardous Materials" shall not include asbestos.

This indemnification provision shall survive the closing of the sale of the Property and the delivery of the deed conveying title to the Buyer.

- e. 1031 or 1033 Exchange. If Seller elects to arrange a tax-deferred exchange of the Property pursuant to Section 1031 or 1033 of the Internal Revenue Code ("IRC"), Buyer agrees to cooperate in such exchange provided that Buyer shall incur no additional cost or expense. Such exchange may be a simultaneous exchange or a delayed exchange, and Seller shall have the right to assign its right, title and

interest in the Purchase Agreement to a qualified intermediary and take other actions authorized by the IRC to effectuate such tax-deferred exchange. Buyer agrees to cooperate with Seller's reasonable requests in structuring and consummating the transaction contemplated by the Purchase Agreement so as to comply with Section 1031 or 1033 of the IRC.


3. **Miscellaneous.** Except as specifically modified by this Addendum, all other terms and conditions of the Purchase Agreement remain in full force and effect. The Purchase Agreement, as amended hereby, is hereby ratified and confirmed in all respects. This Addendum may be executed in counterparts, each of which shall be deemed an original, which together shall constitute one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Addendum to Standard Purchase Agreement as of the date first above stated.

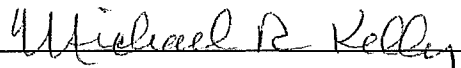
**SELLER:**

NORTH MAPLE HOLDINGS, LLC

By:   
John K. Bunkers  
Its: Chief Manager

**BUYER:**

ANOKA COUNTY

By:   
Its: Chief Right of Way Agent

Date: 03/29/2011

By: Heidi Nelson  
Administrative Services

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**Information**

**Title:**

Discuss Strategies for Continuing Progress on TH10 Reconstruction to Freeway Status

**Background:**

Staff recently met with staff of the Anoka County Highway Department regarding the recent policy position of MNDOT staff for the northward shift of alignment and interchange spacing for TH10 when reconstructed. This apparent new policy position was received by the City on February 9, 2011 on the MNDOT staff review comments in regard to the alignment for the proposed interchanges at Sunfish Lake Boulevard and Ramsey Boulevard. In cooperation with Anoka County, staff has developed a strategy to respond to the MNDOT policy position that would outline the investment that has been made in the corridor per the design that shifted the roadway to the north and included an interchange at both Sunfish Lake and Ramsey Boulevards. Staff will review the meeting held with Anoka County staff and the recommended strategy to address the change in policy by MNDOT. Attached to this case is a timeline for the involvement that the City, County, MNDOT and Metropolitan Council have had over the course of the past 12 years for the reconstruction and realignment of TH10.

**Notification:**

None required.

**Recommendation:**

Staff recommends that the Council review the potential strategies for the reconstruction of TH10 to freeway status.

**Funding Source:**

No funding required for this discussion.

**Council Action:**

Direct staff with regard to strategy for the reconstruction of TH10 to freeway status.

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**Attachments**

[Final comment letter](#)

[Signed MOU](#)

[US 10 timeline](#)

[MnDOT comments](#)

[sample loan discharge](#)

**Form Review**

**Inbox**

Brian Olson

Kurt Ulrich

Form Started By: Heidi Nelson

**Reviewed By**

Brian Olson

Kurt Ulrich

**Date**

03/23/2011 05:28 PM

03/23/2011 05:37 PM

Started On: 03/23/2011 04:31 PM



Mr. Peter Bell, Chair  
Metropolitan Council  
Attention: Regional Data Center  
390 Robert St. N.  
St. Paul, MN 55101

**Re: Comments regarding the Draft 2030 Transportation Policy Plan**

Dear Chairman Bell:

Thank you for giving the City of Ramsey the opportunity to comment on the Draft Transportation Policy Plan (TPP). Whereas, we understand the state of the economy regarding transportation funding throughout the State of Minnesota, we have some significant concerns regarding the ability to continue the long-standing collaborative efforts if the language that is included in the Draft plan continues as written.

The City of Ramsey has proactively worked towards solving the region's transportation issues along with Anoka County by adopting the vision that was provided to us by the Corridor Management Plan that was initiated by the Minnesota Department of Transportation in 2002. Whereas, I know that we are not the only corridor that is experiencing this issue, I think it extremely important that you realize just how dramatically these decisions will affect us.

Working with Anoka County, Metropolitan Council, and MNDOT, a decision was reached to officially map the Highway 10 Corridor throughout the City of Ramsey from the eastern city limits to Armstrong Boulevard. As part of this process, we have hired consultants, spent considerable political capital, decreased tax base, relocated owners, exercised legal efforts and worked together to acquire 17 properties and collaboratively spent approximately \$15 million to preserve right-of-way for the expansion of Highway 10. Also, since this area was officially mapped, a moratorium was placed on new development and a cap was placed on improvements to properties all in an effort to contain future land costs. This is a project that the City has been working on with the County and the State for almost 10 years to bring forward in compliance with the City's Comprehensive Plan, Anoka County's Comprehensive Plan and the Metropolitan Council's policies and systems statements. The decision to officially map the 54 businesses along Trunk Highway 10 represented a significant portion (almost 20%) of our commercial tax base. Since that time, even though we continue to support the Metropolitan Smart Growth and smart land use decisions and continue to provide significant resources towards progressing the transportation goals throughout the region, we have looked for ways to ease the burden on the

remaining commercial and residential tax base. After reducing our levy by more than 10 percent (over \$1 million) the last two years, we still receive complaints during our Truth in Taxation hearings that their commercial taxes have increased by approximately 50%! As you can see, this was a major land use decision that we urgently request your continued support.

As you're aware, the City of Ramsey won national awards on some of their land use plans. You are also aware that because these plans aligned so consistently with the Met Council's visions for Smart Growth and the need for additional housing objectives within the region; the Met Council favored Ramsey with many grants to help spur this growth and concepts. It included park and ride funding, CMAQ funding for parking structures and road infrastructure costs. The City of Ramsey along with Anoka County and private development has resurrected a portion of the once failed project in efforts to continue to fulfill these long established visions. To date the City, County and private development have continued to invest over \$165 million just within the COR project and its infrastructure needs. News of this proposed change of policy direction will devastate these investments and make the project substantially diminished in value and tax base. It will also not allow us to complete some of the required regional roadway improvements to make this project and the region safe.

Chapter 4 references the importance and need to coordinate transportation and land use planning decisions so they are complementary. By Metropolitan Council requirement, the City of Ramsey must accommodate a 20,189 increase in population by 2030, which equals a 53.5% increase in our existing population for the 2030 Comprehensive Plan. In order to effectively utilize land that is or will be served with City services, there must be at least three units per acre. The City has gone above and beyond that requirement with the development of the town center area (COR project) adjacent to Highway 10. We accepted a Smart Growth Opportunity site grant to assist in the planning for this site where densities can be up to 55 units an acre. This area was specifically designed as a transit oriented development to take advantage of the NorthStar Commuter Line, Ramsey Star Express, and the proximity to Armstrong Boulevard., Ramsey Boulevard and Highway 10. The idea was that the transportation investments would be integrated with land use and development to have a high level of accessibility for businesses and residents. This seems to be the essence of this Chapter, yet because we are not on a freeway network, it will prohibit us from getting much needed improvements to the trunk highway system that would support this growth - the growth you mandated and helped support!

It appears that the State wishes to support projects that integrate housing, offices, transit, retail, services, parks and open space. This is exactly the type of development that the City of Ramsey and Anoka County have already invested approximately \$14 million in transportation funding for local and regional roads to meet the daily needs of residents and businesses and connect walkable neighborhoods with City services, homes, and other amenities.

Additionally, the City had taken all necessary steps to position itself for transit development. As mentioned earlier, this includes intensifying population density along the transit corridor. The town center area (COR project) has density of up to 55 units an acre with a variety of housing choices, including senior housing, small lot single family, apartments, and townhomes in a variety of prices. The COR project was developed with structured parking in mind and specifically requires shared use parking agreements and has maximum parking standards. This area is adjacent to many large employers (Connexus, VisonEase) and has several employment centers itself; PACT Charter School, the City of Ramsey, Allina Clinic, NAU Insurance,

Coborns, and Acapulco, to name a few. It will also be the future home to many more including the newly announced Veterans Administration Clinic and we are currently working with another K-12 school that will provide educational opportunities to ultimately over 1200 students and families.

The City's goal to proactively plan for the integration of land use and transportation relies on transit. It is imperative and we ask you to consider changing the plan to include a transit station in Ramsey to utilize the many millions of dollars that have already been invested in the NorthStar rail and capitalize on a train that passes through our community every day.

The highways section (Chapter 6) of the draft 2010 Transportation Policy Plan is most disappointing – it focuses primarily on the freeway network – not the Metro Highway System or Regional Highway System as mentioned in the text. It severely limits the ability of local agencies to implement needed transportation improvements even if they are for safety concerns because an intersection is unsafe or for public safety concerns such as access to the southern part of the City that is separated by a railroad. Additionally it doesn't even allow for (common sense) creative approaches to find alternative funds and put them to use. It seems to say only my projects and only with my money - even if there is a better idea. Help us all if we can't work together to find new and creative approaches to raising much needed funding.

Strategy 11e Access Management refers to Appendix E. Appendix E limits opportunities to provide an interchange – even if it is the appropriate improvement to make from a safety and operational viewpoint. While we agree that it is a good idea to implement flexible design standards and to identify lower-cost solutions, the actions described in the plan once again focus on the freeway system.

As this region continues to grow there is a limit to what can be supported by local roads. In addition to accommodating our growth, we must also somehow account for the traffic that comes through our community from the west and north which is outside of the Metropolitan Council boundaries.

The desirable interchange spacing in the TPP is two miles. The new policies associated with interchange development contradict the work that the City of Ramsey, Anoka County, Mn/DOT and the Metropolitan Council have been cooperating on for over eight years on the US 10 Corridor. As mentioned earlier, the City of Ramsey, Anoka County, Mn/DOT and the Metropolitan Council have invested millions of dollars in planning for interchanges along US 10 in the City of Ramsey. The interchanges identified for Sunfish Lake and Ramsey Boulevards are less than two miles apart on “A” minor arterials. All of these interchanges have a signed environmental documents and RALF funding has been used to secure right-of-way. An additional study is currently underway for Armstrong Boulevard. The new interchange policy described in Appendix E would halt all of these improvements. The public has been involved throughout this process and businesses have been relocated as a result of the plans. To go back now and undo all of the work that has been done would be shortsighted, would be upsetting to the public and to property owners along the corridor, and would waste millions of dollars of public investment. Please consider changing the policy to allow interchanges to be located on the already constructed A-minor system within the Metropolitan Urban Service Area.

As you can see, there are a number of issues with the current draft of the 2010 Transportation Policy Plan that must be addressed in order to truly deal with the regional transportation needs. I respectfully submit my comments for your careful and thoughtful consideration as you move forward. I look forward to hearing your response.

Sincerely,

**CITY OF RAMSEY**

Bob Ramsey

Mayor

David Elvig

Public Works Committee Chair

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE MINNESOTA DEPARTMENT OF TRANSPORTATION,  
THE CITY OF RAMSEY, and ANOKA COUNTY**

**WHEREAS**, the Minnesota Department of Transportation (Mn/DOT), the City of Ramsey (City), and Anoka County (County) all support improving and upgrading TH 10 from an expressway to a freeway; and

**WHEREAS**, planning work on the corridor has already started in the form of the TH 10 Corridor Management Plan completed in spring 2002 and the Ramsey TH 10 Corridor AUAR completed in summer 2003; and

**WHEREAS**, the proposed TH 10 freeway corridor lies between existing TH 10 to the south and the BNSF RR to the north; and

**WHEREAS**, the City established a six-month (August 25, 2003 – February 25, 2004) moratorium for land use in the recommended Official Mapping area; and

**WHEREAS**, local units of government have the right to preserve land in advance for roadways that are needed in the future (MN Statutes 394.361 and 462.359); and

**WHEREAS**, Identification on an official map of land needed for future public uses permits both the public and private property owners to adjust their building plans equitably and conveniently before investments are made which will make such adjustments difficult to accomplish (MN Statutes 394.361 and 462.359); and

**WHEREAS**, the Official Mapping process is another right-of-way preservation tool and it is needed in order to participate in the Right-of-Way Acquisition Loan Fund (RALF) program; and

**WHEREAS**, improvements will need to take place logically, incrementally, and in-sync with improvements on the corridor in other cities, such as Anoka, Coon Rapids, and Elk River; and

**WHEREAS**, ultimate project construction financing sources could be Federal, State, City, and County funds; and

**WHEREAS**, Mn/DOT, the City, and the County believe that by combining resources and working together we will be able to provide better solutions for the corridor and provide more efficient use of resources by organizing and coordinating our responsibilities.


**NOW THEREFORE**, Mn/DOT, the City, and the County agree to the following:

1. This Memorandum of Understanding (“MOU”) is not a binding agreement and that any binding obligations of the parties to this MOU will be made pursuant to written, and properly executed and approved agreement(s).
2. Mn/DOT will take the lead on preparing the Official Map for the TH 10 Corridor within the City of Ramsey from approximately Armstrong Blvd to the Ramsey/Anoka city limits and from TH 10 north to the BNSF RR.
3. The City will prepare the resolution and ordinance and consider adoption of the Official Map. A public hearing is needed to adopt the Official Map by ordinance. The City shall arrange the public hearing. Mn/DOT and the County shall be present at the hearing.
4. The County will record the Official Map and ordinance.
5. Once the Official Map is adopted, Mn/DOT will advise the Metropolitan Council that this portion of TH 10 is now officially mapped by sending a copy of the map to the Metropolitan Council along with a letter indicating that the lands are needed for highway purposes and RALF funding would be sought by the City of Ramsey as property becomes available for purchase.
6. As property becomes available from willing sellers, the City of Ramsey will take the lead in acquiring those properties that it can. The City will arrange for appraisals, enter into the loan agreement, file the restrictive covenant with Anoka County, and manage the property until Mn/DOT buys it. The City should seek RALF Program funds for right-of-way from the Metropolitan Council following the RALF Program Guidelines and Applicable Minnesota State Statutes as specified in Appendix D of the Ramsey TH 10 Official Map Technical Report “Establishing an Official Map Along TH 10 in the City of Ramsey”.
7. Mn/DOT will determine if the property is needed for highway construction, review and certify appraisals, and repay (at the time of construction) RALF program funds.
8. The City will use the Official Map when reviewing site plan requests, subdivisions, plats, and conditional use permits.

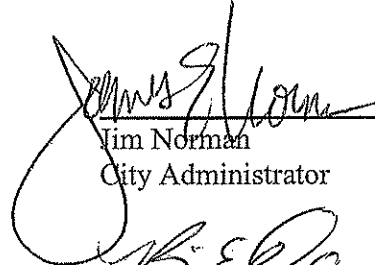
9. The City will establish an Appeals Board in the event that a property owner appeals the denial of a land use, zoning permit, or site plan. The appeals board would have the power to grant a permit or approval for building.
10. Until NEPA environmental documentation is done, the City will perform all negotiations with property owners.
11. The County and the City will show improvements to the TH 10 Corridor (conversion to freeway) in their comprehensive plans.
12. Mn/DOT, the City, and Anoka County will work together to implement interim safety and access management projects on TH 10 and adjoining cross-streets.
13. Mn/DOT, the City, and the County will work cooperatively to prepare conceptual designs and a proposed project implementation plan for TH 10.
14. Improvements will take place logically, incrementally, and in-sync with improvements on the corridor in Anoka, Coon Rapids, and Elk River.
15. Mn/DOT, the City, and the County will pool resources and funds to implement the proposed improvements. The sharing of construction costs will be in accordance with the Mn/DOT cost participation policy in effect at that time.
16. This MOU shall be in effect until the TH 10 Corridor is upgraded to a freeway through the City.

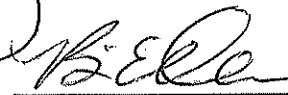
I concur with this Memorandum of Understanding.

**MINNESOTA DEPARTMENT OF  
TRANSPORTATION**


 by *Patrick Hughes* Date 4/18/04  
Patrick Hughes  
Metro District Engineer

**CITY OF RAMSEY**

 by *Jim Norman* Date 4-14-04  
Jim Norman  
City Administrator

 by *Brian Olson* Date 4/14/04  
Brian Olson  
Principal City Engineer

**ANOKA COUNTY**

 by *Jon Olson* Date 4/29/04  
~~Jon Olson, Chair, Anoka County Board of Commissioners~~  
Jon Olson, Public Services Division Manager

~~\_\_\_\_\_ Date \_\_\_\_\_~~  
~~John "Jay" McLinden, County Administrator~~

## US 10 in Ramsey Timeline

November 1999: Mn/DOT releases the Interregional Corridor (IRC) Study. This study shows US 10 as a high-priority IRC.

2001: Mn/DOT starts studies on some of the identified high-priority IRCs (I think it was seven corridors – but I am not certain). US 10 is one of the corridors.

2002: US 10 IRC study is complete that recommends a freeway facility on US 10 through the Cities of Anoka and Ramsey.

2004: The City of Ramsey completes an AUAR to preserve the land between the railroad and US 10.

2004: MOU signed and City of Ramsey Officially maps corridor

2006-2007: The City of Ramsey partners with Anoka County, Mn/DOT and the Metropolitan Council in an access study that identifies locations and alternative options for interchanges within the city. This study also suggests an interchange design for a potential river crossing.

2007: Anoka County, the City of Ramsey and Mn/DOT partner with the Metropolitan Council to identify interchange and access improvements between CSAH 57 (Sunfish Lake Blvd) and CSAH 56 (Ramsey Blvd). An EA/EAW was completed in 2009.

2009: Anoka County and the City of Ramsey partner with Mn/DOT and the Metropolitan Council to identify improvements at CSAH 83 (Armstrong Blvd).

Spring 2010: City Staff is made aware that MnDOT and Metropolitan Council are considering drafting Transportation Policy Plan

May 21, 2010: City Staff hosts a meeting with the Metropolitan Council and MnDOT staff to talk about the progress on Trunk Highway 10

Summer 2010: Draft Transportation Policy plan released

October 7, 2010 Official comments from City of Ramsey submitted

February 9, 2011 Copy of conditional approval language received by MnDOT.

In the interim between the AUAR in 2004 and 2011, the City of Ramsey was working with the Metropolitan Council to acquire willing property owners in the CSAH 57 and CSAH 56 areas to accommodate the realignment of US 10 and the two identified interchanges.





















Mn/DOT has accepted the single-point alternative for the purpose of right of way preservation ONLY. When funding for construction becomes available, the SPUI alternative will be reviewed to ensure that it will serve traffic demand and is the most cost effective alternative. Temporary connections at the east end of the project will also need to be reviewed.

IN ADDITION, Mn/DOT HAS DETERMINED:

1. THAT FUTURE TRAFFIC PROJECTIONS AND PROPER INTERCHANGE SPACING DICTATE THAT CONSTRUCTING TWO OF THE THREE PROPOSED INTERCHANGES IN THE CITY OF RAMSEY WILL BE ADEQUATE, WITH THE POSSIBILITY OF A THIRD SERVING AS AN OVERPASS FOR COMMUNITY CONNECTIVITY AND AS AN EMERGENCY VEHICLE ROUTE. NOTE THAT INTERCHANGES AT RAMSEY BLVD/CSAH 56 AND SUNFISH LAKE BLVD/CSAH 57 ARE SHOWN ON THIS LAYOUT, BUT ARMSTRONG BLVD/CSAH 83 IS NOT.
2. THAT THE PROPOSED TH 10 NORTHWARD ALIGNMENT SHIFT SHOWN ON THIS LAYOUT SHOULD BE ELIMINATED, AND THE PROPOSED ROADWAY SHOULD REMAIN ON THE EXISTING ALIGNMENT.
3. THAT CONSTRUCTING TH 10 FROM THE "INSIDE OUT" RATHER THAN FROM THE "OUTSIDE IN" (AS SHOWN ON THIS LAYOUT) WOULD BE MORE ADVANTAGEOUS IN TERMS OF A MEDIAN BARRIER AND FUTURE WIDENING TO A THIRD LANE.

*Received Feb. 9, 2011  
from Mark Lindeberg*

PROJECT LOCATION

LEGEND	
	PAVED ROADWAY
	BRIDGES
	RAISED MEDIANS & CURBS
	PAVED SHOULDERS
	BITUMINOUS TRAILS
	CONCRETE TRAILS & SIDE
	FUTURE CONSTRUCTION
	PROPOSED PONDING LOCAT
	PROPOSED TRAFFIC SIGNA
	EXISTING TRAFFIC SIGNA
	TRAFFIC LOCATION AND D:
	SIDE SLOPES
	DRAINAGE FLOW
	PRELIMINARY CONSTRUCTI (TOE OF SLOPE)
	WETLANDS
	EXISTING RIGHT OF WAY
	EXISTING RAILROAD RIGHT
	PROPOSED RIGHT OF WAY
	RETAINING WALLS
	2030 TRAFFIC FORECAST



#### IV. LOAN DISCHARGE

**4.01 Discharge Due to Conveyance to Highway Authority.** If any parcel purchased with the loan funds is conveyed to a highway authority for construction of a highway, the Recipient shall repay to the Council, within thirty (30) days of receipt, the amount received from the highway authority for the parcel, acquisition costs and relocation expenses. Upon payment of the specified amount, the Council will discharge the loan.

**4.02 Discharge Due to Changes in Plan for Highway.** If the Council notifies the Recipient that the plan to construct the highway has been abandoned or the anticipated location of the highway has changed, the Recipient shall seek the prior approval of the Council to sell the acquired property. The Recipient shall repay to the Council, within thirty (30) days of receipt, the fair market value of the property as determined by sale of the property in accordance with the Recipient's procedures required for the disposition of real property. Upon payment of the specified amount, the Council will discharge the loan.

**4.03 Discharge Due to Breach or Other Circumstances.** If the property for any other reason is sold, or if the Recipient materially breaches any term of this agreement, the Recipient shall repay the amount specified in paragraph 1.02 for the purchase price of the property and the amount actually disbursed pursuant to paragraph 1.02 for acquisition costs. The Council agrees to notify the Recipient of any material breach of the agreement and to provide a reasonable opportunity for the Recipient to cure the breach. If the Recipient fails to cure the breach, the Recipient will repay the amount specified within thirty (30) days. Upon payment of the specified amount, the Council will discharge the loan.

#### V. GENERAL CONDITIONS

**5.01 Duration of Agreement.** The agreement is effective on the execution of this agreement and remains in force and effect until the loan is discharged.

**5.02 Interest.** The loan made in this agreement shall bear no interest.

**5.03 Declaration of Restrictive Covenants.** The Recipient agrees that it will execute, and cause to be recorded at its own expense, a declaration of restrictive covenants with reference to each parcel of land in which an interest is acquired in whole or in part from loan proceeds. The declaration of restrictive covenants shall be substantially in the form contained as a sample in Exhibit B, which is attached to and made a part of this agreement. It is the purpose of such declaration of restrictive covenants to limit the right of the Recipient to convey or encumber land or interests in land acquired with loan proceeds without the consent of the Council, and to insure that such lands and interests therein be devoted exclusively to the state highway purposes for which they were acquired.

**5.04 Agreement to Convey.** The Recipient agrees that upon the request of the authority authorized to construct the highway for which this right-of-way has been reserved, the Recipient will convey the property to the authority at the same price the Recipient paid for the property, including costs identified in paragraph 1.02 for acquisition costs.

**5.05 Rights Reserved.** If the Council finds that there has been a failure to comply with the provisions of this agreement, the Council reserves the right to take any and all actions as it deems necessary or appropriate to protect the Council's interest, provided that the Council agrees to notify the Recipient of any such failure to comply and to provide a reasonable opportunity to comply. The Recipient agrees that discharge of the loan does not invalidate continuing obligations imposed on the Recipient by this agreement. Termination of this agreement does not alter the Council's authority to disallow costs and recover funds on

**CC Work Session**

**Item #: 2. 7.**

**Date: 03/29/2011**

**By:** Jo Thieling  
Administrative Services

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**Information**

**Title:**

QCTV Coverage for HRA Meetings

**Background:**

At the regular meeting of March 22nd, the City Council directed that HRA meetings be broadcast on QCTV, Channel 16. Staff would like further clarification regarding the following:

Would HRA meetings be limited to the 2nd and 4th Tuesdays?

OR

If HRA meetings are held on non-regular council meeting dates, would they not be televised?

OR

Would the Council direct that QCTV broadcast be provided for any and all meetings of the HRA?

**Observations:**

The City of Ramsey is allocated \$30,000 annually in salary for Associate Producers who provide the Council meeting broadcast. Associate Producers are paid at a rate of \$15.00 per hour. If additional broadcast hours are added, they will be part of the hours (NTE 30 per week) allocated to Ramsey and could reduce coverage of other events or shows. Due to set up logistic, HRA meetings that are not held on a regular Council night are more expensive to cover. HRA meetings on non-council meeting nights could be called "Special" meetings and not normally broadcast and reserved for items that require immediate action and/or a closed discussion, similar to the Council schedule.

**Recommendation:**

Direct staff with regard to the broadcast of HRA Meetings.

**Funding Source:**

QCTV staffing is paid via QCTV and fees paid by cable subscribers per the franchise agreement with Comcast.

**Council Action:**

Direct staff with regard to the broadcast of HRA Meetings.

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**Form Review**

**Inbox**

Kurt Ulrich

Form Started By: Jo Thieling

Final Approval Date: 03/23/2011

**Reviewed By**

Kurt Ulrich

**Date**

03/23/2011 05:37 PM

Started On: 03/22/2011 09:55 AM

**CC Work Session**

**Item #: 3. 1.**

**Date: 03/29/2011**

**By:** Jo Thieling  
Administrative Services

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**Information**

**Title:**

Future Work Session Topics/Calendar

**Background:**

Attached is the list of future work session topics/calendar.

**Funding Source:**

N/A

**Council Action:**

For review - no action necessary.

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**Attachments**

Future Topics/Calendar

**Form Review**

**Inbox**

Kurt Ulrich

Form Started By: Jo Thieling

Final Approval Date: 03/24/2011

**Reviewed By**

Jo Thieling

**Date**

03/24/2011 10:24 AM

Started On: 03/24/2011 10:16 AM

**Work Session Calendar  
2011**

<b>Month</b>	<b>Date</b>	<b>Topics for Discussion</b>
Feb/March		<ul style="list-style-type: none"> <li>• Update Public Nuisance Ordinance (Jim Way)</li> <li>• Road Reconstruction Program Development</li> </ul>
April	5	<ul style="list-style-type: none"> <li>• Review Community Survey Proposal</li> <li>• Work with County to eliminate hard channeling in Ramsey and revise County policy</li> <li>• Game Fair – larger City presence. Get City of Ramsey mentioned in more of advertising – Kurt</li> <li>• Review of Potential Accessory Structure Revised Standards</li> </ul>
Others on List – including 2011 Strategic Planning Items		<ul style="list-style-type: none"> <li>• Review Minnesota Mayors Hand Book (BG) (30 minutes)</li> <li>• Look at pilot programs (e.g. volunteer programs – low maintenance)</li> <li>• Review code enforcement and abatement level of service</li> <li>• Proactively recruit residential development and seek builders input</li> <li>• Review Outside Storage in Industrial Areas</li>   <li>• Seek feedback from developers re process, regulations, standards &amp; fees - research our fees vs. other cities' fees</li> <li>• Review development fees and standards regarding construction</li>   <li>• Implement credit cards and online bill pay</li> <li>• Develop TIF tracking plan with regard to fiscal disparities impact</li> <li>• Establish fund reserve policy</li> <li>• Review Dangerous Dog Ordinance and Signage w/re to Dog Park</li> <li>• Review City-owned lands and create plan for it</li> <li>• Review park programming and potential reallocation of parks</li> <li>• Construct boat landing at River's Bend</li>   <li>• Build on outdoors/sportsmen's market (e.g. stock pond/lake)</li> <li>• Develop Office/Industrial Park west of Armstrong and South of U.S. Highway #10</li> <li>• Coordinate COR marketing and City marketing</li> <li>• Create Master Plan 167<sup>th</sup> Avenue/Highway 47 – plan for redevelopment</li> <li>• Develop community center/indoor sports complex</li> <li>• Old Town Hall relocation</li> <li>• Review &amp; revise Development Management contract and manage COR expenditures</li>   <li>• Seek grant funding for transportation projects and service delivery</li> <li>• Complete US 10/ County Road 83 interchange design – pursue funding</li> </ul>

		<ul style="list-style-type: none"><li>• Establish position on TH #47 South of Bunker to Highway #10</li><li>• Consider creation of a Transportation Taxing District</li><li>• Review plan for US Highway #10 pedestrian overpass and connection with Municipal Center ramp</li><li>• Review Dirt Road Elimination Policy (DREP)</li><li>• Create opportunities for snowmobile, four-wheeler &amp; golf cart use</li><li>• Review sidewalk plowing policy</li> <li>• Review of New Office Park Zoning Standards</li><li>• Review of Escrow account Collection Procedure<ul style="list-style-type: none"><li>○ Delinquent Accounts</li><li>○ Updating Billable Time Procedure</li></ul></li></ul>
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