

**City of Ramsey**  
**Agenda**  
**City Council Work Session**  
**Tuesday April 26, 2011**  
**5:45 p.m. or immediately following Committees**  
**Lake Itasca Room 7550 Sunwood Drive NW**

1. **Call to Order**
2. **Topics for Discussion**
  1. Consider an agreement with Metropolitan Council for service expansion
  2. Discussion Regarding the City's Policy on Employee Probationary Periods
  3. Proposed Lease Agreement for 7039 Hwy 10 by RM Golf Carts
3. **Future Topics for Discussion - *See Attached Calendar***
  1. Review Future Work Session Topics/Calendar
4. **Mayor/Council/Staff Input**
5. **Adjournment**

**Date: 04/26/2011**

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

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**Information**

**Title:**

Consider an agreement with Metropolitan Council for service expansion

**Background:**

On March 24, 2009, the City Council approved a resolution that was sent to the ACRRA that began final design for the project.

In 2009, the City of Ramsey submitted an application for Congestion Mitigation and Air Quality (CMAQ) funds. During the process of the grant application, the City of Ramsey received the attached letter from Brian Lamb from the Metropolitan Council that required the City to enter into the transit taxing district. This is consistent with the Metropolitan Council's requirements and past practice when transit is introduced to an area that is not currently in the transit taxing district as evidenced by the attached agreement with the City of Forest Lake and Columbus township

The Northstar Ramsey Rail Station has been identified as a high priority by the Ramsey City Council during the strategic planning session that was held earlier this year. Within the last year, the City of Ramsey has partnered with the Anoka County Regional Rail Authority (ACRRA) by jointly completing the design, cost estimates and environmental documentation of the rail station.

The City Administrator and Public Works Director are members of the Ramsey Rail Station Project Management Team that is working to get these documents into a biddable format and bring this project to fruition.

**Observations:**

There will be a few agreements that will be necessary for the City Council to consider to proceed with the construction of the rail station. They are as follows:

- The attached agreement with the Metropolitan Council for the entrance into the transit taxing district.
- A Master Cooperation, Funding and Delegation Agreement which will be between Metropolitan Council, Anoka County Regional Rail Authority and City of Ramsey. Attached in draft form simply to give you an idea of the types of issues that that will be discussed.
- A Lease Agreement to discuss the parameters of maintenance. Most of the stations are owned and operated by the Metropolitan Council except the parking lot adjacent to the Anoka Rail Station. Attached is a copy of the Anoka Lease to give you an idea of the types of issues that that will be discussed.

The purpose of this case is to provide you information regarding the agreements and discuss the conditions upon which the City Council will consider entrance into the transit taxing district. Arlene McCarthy and Adam Harrington from the Metropolitan Council will be present at the meeting to discuss the Metroplitan Council position regarding this requirement. Attached to this case is a Transit Service Plan that is similar to that which is included in the Forest Lake Agreement but specific to the City of Ramsey.

**Recommendation:**

Based upon discussion

**Funding Source:**

The bus service is currently funded by the Landfill Trust Fund.

**Council Action:**

Based upon discussion

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**Attachments**

letters during CMAQ grant

forest lake agreement

Transit service plan

anoka parking lease

draft master coop agreement

**Form Review****Inbox**

Kurt Ulrich

Form Started By: Brian Olson

Final Approval Date: 04/21/2011

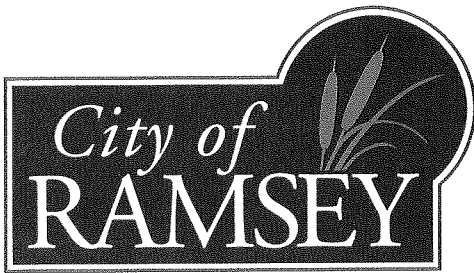
**Reviewed By**

Kurt Ulrich

**Date**

04/21/2011 04:28 PM

Started On: 04/15/2011 10:38 AM



7550 Sunwood Drive NW • Ramsey, Minnesota 55303  
City Hall: 763-427-1410 • Fax: 763-427-5543  
www.ci.ramsey.mn.us

July 22, 2009

Mr. Kevin Roggenbuck  
TAB Coordinator  
390 North Robert Street  
St. Paul, MN 55101

Dear Mr. Roggenbuck,

Thank you for giving the City of Ramsey the opportunity to respond to the letter dated July 16, 2009 as amended on July 20, 2009. Please accept this letter as clarification for the grant application that was submitted in response to the 2009 regional solicitation for Congestion Mitigation and Air Quality.

**#4: Provision of the local match.**

**Response:** Two letters were attached to the grant application. The first was the cover letter from Kurt Ulrich (dated June 12, 2009) which states that the City of Ramsey agrees to provide the local match. The second is another letter from Kurt Ulrich (dated June 12, 2009) again stating the City of Ramsey agrees to provide the local match. Copies of these letters are attached.

**#5 Agency with jurisdiction will operate and maintain.**

**Response:** Metro Transit will be operating the Northstar Commuter Rail Services and will be maintaining all associated facilities. Copy of the letter from Mr. Brian Lamb is attached.

**#11 Identify Transit Provider.**

**Response:** It is the intent of the City of Ramsey to join the Transit Taxing District if the TAB awards CMAQ funds to this project in the 2009 regional solicitation. The City of Ramsey agrees that this commitment will be in place by March of 2010 when the TAB adopts the draft 2010-2013 TIP subject to successful negotiations between the City and the Metropolitan Council regarding the terms of the Transit Taxing District.

**#12 Have capital or operating costs been previously provided through CMAQ?**

Question 1: is rail platform infrastructure for commuter rail service part of this application?

**Response:** Yes, the cost of the project and CMAQ application included the rail platform infrastructure (platform, electrical, mechanical, communications and BNSF railway flaggers) for the commuter rail service.

Question 2: Clarify if 2005 CMAQ funded components are part of the 2009 CMAQ application.

**Response:** No, the funding requested for 2009 CMAQ is not for improvements funded through the 2005 CMAQ grant.

The 2005 CMAQ grant funded stairway, elevators, and transit station canopy in a different location on the site. These improvements will be constructed as part of the park and ride facility expansion and are not the same improvements that are part of the Northstar Commuter Rail station in Ramsey.

The 2005 CMAQ grant also funded the operation of new express bus service. This allowed 150 existing parking stalls to be dedicated as park and ride stalls, now that there is transit service. No federal funds were used for these 150 stalls.

The 2009 CMAQ grant is requesting funds to construct shelters, stair and elevators, and rail platform associated with the Northstar Commuter Rail Service.

Question 3: what happens to the CMAQ funded capital items and express bus service if this project is selected?

**Response:** The capital component of the 2005 CMAQ grant included the 200 stall park and ride facility and the capital leasing of the buses used in the express commuter bus service. This capital component will fund the operation of the bus until January 2010. The lease can be terminated upon initiation of the rail service in the City of Ramsey.

I hope this addresses the concerns that were expressed regarding the 2009 regional solicitation and look forward to seeing on Thursday. If you have any additional concerns or need for clarification, please feel free to contact me at [kulrich@ci.ramsey.mn.us](mailto:kulrich@ci.ramsey.mn.us).

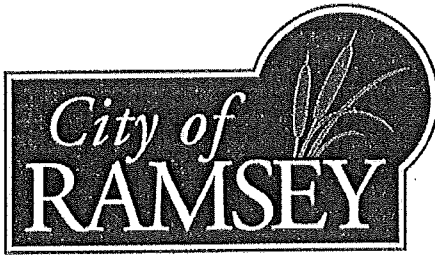
Sincerely,



Kurtis G. Ulrich  
City Administrator

Cc:

Natalie Steffen, Metropolitan Council Member, District 9  
Brian Olson, Director of Public Works/ Principal City Engineer



7550 Sunwood Drive NW • Ramsey, Minnesota 55303  
City Hall: 763-427-1410 • Fax: 763-427-5543  
[www.ci.ramsey.mn.us](http://www.ci.ramsey.mn.us)

June 12, 2009

Mr. Kevin Roggenbuck, Transportation Coordinator  
Transportation Advisory Board  
Metropolitan Council  
390 Robert Street  
St. Paul, MN 55101

**Subject: Local Match for Ramsey Northstar Commuter Rail Station**

Dear Mr. Roggenbuck:

The City of Ramsey respectfully submits the enclosed CMAQ Funding Application for your review and consideration.

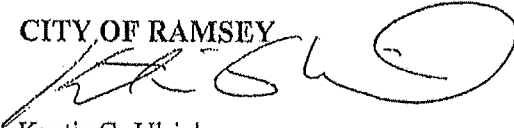
Ramsey has support from Anoka County, Metropolitan Council, and Mn/DOT. We have also developed a strong public-private partnership with existing business owners in the Ramsey Town Center who have committed to sharing in local costs for the project. This letter will serve as assurance that the City of Ramsey agrees to provide the local match (non federal funds) of 20% to the requested federal funds. We understand that this assurance is required as part of our submittal of the Federal CMAQ funding application for Transit Expansion.

Input from the public has helped us shape our multimodal connections to the rail station via regional trails, pedestrian-ways and bridges, local bus service, and improved highway access in the form of an interchange at TH10 and Armstrong Boulevard. Ramsey's history of involving local residents, neighboring communities, and business owners in our decision-making processes will continue as we diligently work toward realizing our goals.

Your consideration to assist the City of Ramsey and its partners fund the Ramsey commuter rail station is requested at this time, and we look forward to working with you to provide any additional information you may need as you determine your funding priorities. If you need any additional information, please contact me at 763.433.9845.

Sincerely,

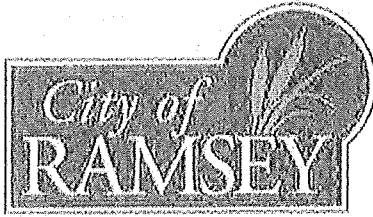
CITY OF RAMSEY



Kurtis G. Ulrich  
City Administrator

## Attachment 1

Letter Dated June 12, 2009 from the City of Ramsey.



7550 Sunwood Drive NW • Ramsey, Minnesota 55303  
City Hall: 763-427-1410 • Fax: 763-427-5543  
[www.ci.ramsey.mn.us](http://www.ci.ramsey.mn.us)

June 12, 2009

Mr. Kevin Roggenbuck, Transportation Coordinator  
Transportation Advisory Board  
Metropolitan Council  
390 Robert Street  
St. Paul, MN 55101

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Sincerely,

CITY OF RAMSEY

  
Kurtis G. Ulrich  
City Administrator



July 22, 2009

Mr. Kurt Ulrich  
City Administrator  
City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

RE: 2009 Solicitation Quality Review  
Ramsey CMAQ Project CMT-09-02; Ramsey Northstar Rail Station

Dear Mr. Ulrich:

This letter is provided in response to your request for clarification on Criteria #5, as it relates to the above application.

To confirm, Metro Transit will operate and maintain the property and facility for the life of the improvement. This is based on the condition that the City of Ramsey must consider and approve becoming a member of the Metropolitan Council Transit Taxing District. Metro Transit will not change the use of right-of-way without prior approval from the Minnesota Department of Transportation and Federal Highway Administration.

Should you have any questions or concerns, please contact me at 612-349-7510.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian J. Lamb'.

Brian J. Lamb  
General Manager

c: Brian Olson, Director of Public Works, Ramsey  
Natalie Haas Steffen  
Tom Weaver  
Arlene McCarthy  
Mark Fuhrmann  
Kevin Roggenbuck

A service of the Metropolitan Council

**AGREEMENT BETWEEN  
THE METROPOLITAN COUNCIL  
AND THE CITY OF FOREST LAKE  
WITH REGARD TO A TRANSIT SERVICE EXPANSION PLAN  
UNDER MINNESOTA STATUTES, SECTION 473.4461**

**THIS AGREEMENT** is entered into by and between the Metropolitan Council, a public corporation and political subdivision of the state of Minnesota, and the City of Forest Lake, a political subdivision of the state of Minnesota.

**WHEREAS:**

1. Minnesota Statutes, section 473.446, subdivision 1, provides that for the purposes specified in the subdivision, and except as otherwise provided in the subdivision, the Metropolitan Council ("Council") shall levy each year upon all taxable property within the metropolitan area, as defined in section 473.121, subdivision 2 ("Metropolitan Area"), a regional transit capital levy as specified in the subdivision.
2. Minnesota Statutes, section 473.4461 provides that notwithstanding any provision of section 473.446 or any other law, the Council may not levy a tax under section 473.446, subdivision 1, in any city not included in the transit taxing district as it existed on January 1, 2001, unless the Council and the governing body of that city have agreed on a transit service expansion plan.
3. The transit taxing district is defined in Minnesota Statutes, section 473.446, subdivision 2.
4. The City of Forest Lake ("City") is located in the Metropolitan Area but was not included in the transit taxing district as it existed and was defined by statute on January 1, 2001.
5. The Council is currently providing as a pilot project certain express bus service from the Forest Lake Transit Center, stopping at the Running Aces Park and Ride facility in the City of Columbus, and continuing to downtown Minneapolis. The pilot project utilized emergency funds provided by the federal government for the service from January 7, 2008 through September 16, 2008. Washington County, Anoka County and Chisago County (the "Counties") and the Council funded the service from September 17, 2008 through December 31, 2008. The Council is funding the service in 2009, with Washington and Anoka counties funding the 2009 regional transit capital levy equivalent for Columbus and Forest Lake. The service was scheduled to terminate by December 31, 2009 unless both Columbus and Forest Lake agree to pay the regional transit capital levy effective January 1, 2010.

6. The Council and the City have reached agreement on a transit service expansion plan for the City in accordance with the provisions of Minnesota Statutes, section 473.4461.
7. The parties desire to enter into this agreement in order to formalize the agreement between the parties on the said transit service expansion plan, which agreement shall authorize the levy of a transit tax in the City in accordance with Minnesota Statutes, section 473.446, subdivision 1.

**NOW, THEREFORE**, the Metropolitan Council and the City of Forest Lake hereby agree as follows:

#### **ARTICLE 1 – TRANSIT SERVICE EXPANSION PLAN**

In accordance with the provisions of Minnesota Statutes, section 473.4461, the parties hereby agree on the following transit service expansion plan for the City of Forest Lake:

**1.01 Forest Lake/Columbus Express Bus Service to and from Downtown Minneapolis.** On or before the termination of the pilot express bus service described above, the Council will initiate regular express bus service serving the City that will consist of the following:

- five express trips each morning running from the Forest Lake Transit Center, stopping at the Running Aces Park and Ride facility in the City of Columbus, and continuing to downtown Minneapolis;
- one express trip each morning running from the Forest Lake Transit Center, stopping at the Running Aces Park and Ride facility in the City of Columbus, and continuing to the 95<sup>th</sup> Avenue Park and Ride where connections are available to other regular route service; and
- five express trips each evening running from downtown Minneapolis, stopping at the Running Aces Park and Ride Facility in the City of Columbus, and continuing to the Forest Lake Transit Center.

The described service will contain the following elements:

- service to be provided directly by the Council through its Metro Transit Division or by contract with another service provider;
- vehicles needed for the service to be acquired by the Council using federal and regional transit capital funds; and
- service to be initiated on or before January 1, 2010.

**1.02 Consultation.** Council staff will meet with City staff on an annual basis during calendar years 2010, 2011, and 2012 to review the service plan, ridership, and marketing strategies and receive input from City staff for the service to be provided by the Council as described in section 1.01.

**1.03 Forest Lake/Columbus Express Bus Service to and from Downtown St. Paul.** The Council will assist in implementing a pilot project express bus service between Forest Lake, Columbus, and downtown St. Paul to be funded by the Counties and operated by the Rush Line Task Force. Council assistance may include administering the contract with the service provider chosen by the Rush Line Task Force.

The described service is anticipated to contain the following elements, but the actual service to be provided will be at the discretion of the Rush Line Task Force:

- service to be provided under a contract between the Rush Line Task Force and a service provider chosen by the Rush Line Task Force;
- service to consist of four express trips each morning beginning at the Running Aces Park and Ride Facility in the City of Columbus, stopping at the Forest Lake Transit Center and the White Bear Township Theatre Park and Ride Facility, and ending at the Union Depot in downtown St. Paul; and four express trips each evening beginning at the Union Depot in downtown St. Paul, stopping at the White Bear Township Theatre Park and Ride Facility and the Forest Lake Transit Center, and ending at the Running Aces Park and Ride Facility in the City of Columbus; and
- pilot project service planned to be initiated on or before January 1, 2010 and run for approximately one year.

## **ARTICLE 2 – EXTENSION OF COUNCIL LEVY TO CITY**

The City acknowledges and agrees that in accordance with the provisions of Minnesota Statutes, section 473.4461, the Metropolitan Council's levy provided for in Minnesota Statutes, section 473.446, subdivision 1, shall be extended to all taxable property within the City of Forest Lake effective for taxes levied in 2009 (payable in 2010).

## **ARTICLE 3 – EFFECTIVE DATE**

This agreement shall become effective upon execution of this agreement by the parties and delivery of fully executed copies of the agreement to each of the parties.

## **ARTICLE 4 – GENERAL PROVISIONS**

**4.01 City Council Meeting Minutes.** A copy of an excerpt from the meeting minutes of the Forest Lake City Council, the governing body of the City of Forest Lake, wherein the City authorizes entry into this agreement is attached as Exhibit A and made a part of this agreement.

**4.02 Interpretation.** This agreement is intended to implement the requirement in Minnesota Statutes, section 473.4461, for an agreement between the Metropolitan Council and the City of Forest Lake on a service expansion plan, and shall be interpreted accordingly.

**4.03 Future Service Adjustments.** The City recognizes and acknowledges that the Council for the Minneapolis service described in section 1.01, and the Rush Line Task Force for the St. Paul service described in section 1.03, may in the future adjust the service levels described in this agreement based on customer demand and/or funding availability. The Council will consult with the City with regard to any such service level adjustments for service to be funded and provided by the Council as described in section 1.01 if any such adjustment reduces the level of service below that described in that section.


**4.04 Amendments.** The terms of this agreement may only be changed by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized representatives of the parties.

**4.05 Change in Law.** The parties recognize and acknowledge that the requirements and provisions of this agreement may be repealed or modified by future law.

**4.06 Execution In Counterparts.** This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the above-named parties have caused this agreement to be executed by their duly authorized representatives on the dates indicated below.

**CITY OF FOREST LAKE**

By: 

Its: Mayor

Date: 6/26/09

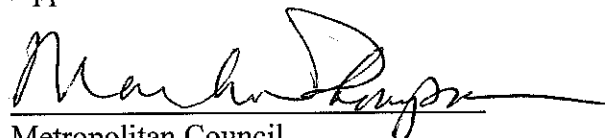
**METROPOLITAN COUNCIL**

By: 

Thomas Weaver  
Regional Administrator

Date: 6-29-09

Approved as to form:



Metropolitan Council  
Office of General Counsel

**EXHIBIT A**

**EXCERPT**

**FROM THE MEETING MINUTES OF THE FOREST LAKE CITY COUNCIL  
AUTHORIZING ENTRY INTO THIS AGREEMENT**



**CITY OF  
FOREST LAKE**

**Office of Administration**  
220 North Lake Street  
Forest Lake, MN 55025  
651.464.3550  
651.464.4968 fax  
www.ci.forest-lake.mn.us

EXCERPT OF THE MINUTES  
CITY OF FOREST LAKE  
CITY COUNCIL MEETING  
MAY 11, 2009

The City of Forest Lake City Council met at their regular meeting on Monday, May 11, 2009 at 7:00 p.m. in the City Hall located at 220 Lake Street North with the following Council present: Mayor Stev Stegner, Councilmember Susan Young, Councilmember Bo Bogotty, Councilmember Jackie McNamara, and Councilmember Jim DuFour. No one was absent.

City councilmember Young offered the following motion and Bogotty seconded the motion:

Motion was made by Susan Young and seconded by Bo Bogotty to become a member and opt into the Metropolitan Council Transit Taxing District. Susan Young, Bo Bogotty, and Jim DuFour voted in favor. Jackie McNamara and Stev Stegner voted no. The motion carried. The motion carried as follows: In favor thereof: Young, Bogotty, and DuFour. Opposed: McNamara and Stegner. Absent: None

Stev Stegner  
City of Forest Lake Mayor

Attest:

Charles P. Robinson  
City of Forest Lake Administrator

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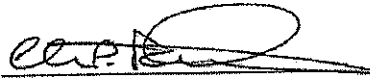
*The City of Forest Lake is dedicated to providing friendly and efficient city services that enhance the quality of life for those who visit, work and live in the community.*

Agreement between  
the Metropolitan Council and the City of Forest Lake  
with regard to a Transit Service Expansion Plan  
under Minnesota Statutes, section 473.4461

**CERTIFICATION**

STATE OF MINNESOTA,  
County of WASHINGTON,

I, Charles P. Robinson, the City Clerk/Administrator of the City of Forest Lake do hereby certify that the foregoing City Council meeting minutes were made by the City Council of the City of Forest Lake on May 11, 2009 and approved by the City Council on June 8, 2009.



Charles P. Robinson  
City Clerk/City Administrator  
CITY OF FOREST LAKE

## Transit Service Expansion Plan

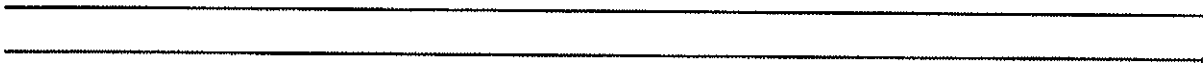
In accordance with the provisions of Minnesota Statutes, section 473.4461, the parties hereby agree on the following transit service expansion plan for the City of Ramsey.

1.01 Ramsey Star Express Commuter Coach Service to and from Downtown Minneapolis. On or before the termination of the commuter coach service as described above, the Council will initiate regular express commuter coach service serving the City that consist of the following:

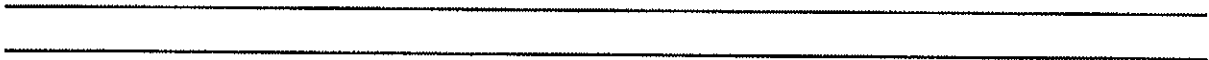
- Four express trips each morning running from the Ramsey Municipal Parking Facility to downtown Minneapolis;
- Four express trips each evening running from downtown Minneapolis to the Ramsey Municipal Parking Facility.

The described service will terminate upon the opening of the Ramsey rail station (expected December 2012) which will be integrated into the operation of the Northstar rail project. It is anticipated that the Ramsey rail station will receive the same number of boardings as the Elk River and Anoka stations. Service will contain the following elements:

- Service to be provided directly by the Council through its Metro Transit Division or by contract with another service provider;
- Vehicles needed for the service to be acquired by the Council using federal and regional transit capital funds; and
- Express commuter coach service to be continued by the City of Ramsey and taken over by the Council on or before January 1, 2012 until successful implementation of the Ramsey rail station.



**GROUND LEASE**  
**by and between the**  
**CITY OF ANOKA, MINNESOTA**  
**and the**  
**METROPOLITAN COUNCIL**



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## GROUND LEASE

This Ground Lease ("Lease") is made and entered into as of 8.16, 2010 (the "Effective Date"), by and between the City of Anoka, Minnesota ("Landlord") and the Metropolitan Council (the "Tenant").

### 1. PROPERTY AND TERM.

1.1. Property. For and in consideration of the performance of the terms, conditions, and obligations of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord real property located in the City of Anoka, County of Anoka, and State of Minnesota, as more particularly described on **Exhibit A** attached (the "Property"). A cross-reference to all defined terms in this Lease appears at Section 18.

1.2. Limitation on Leasehold Interest. Landlord specifically excepts and reserves to itself the right to redevelop the Property consistent with the terms of this Lease.

1.3. Term. The initial term of this Lease shall commence on the Effective Date and shall expire on May 31, 2107 (the "Initial Term").

1.4. Automatic Renewals. This Lease shall automatically renew for an additional term of one hundred (100) years. After such automatic renewal, this Lease shall automatically renew for successive twenty (20) year terms. Each automatic extension of the Lease term may be referred to herein as an "Extension Term." All of the terms and conditions of this Lease shall apply during each Extension Term. References to "Term" shall be deemed to include the Initial Term and any automatic Extension Term. If the Platform Agreement dated May 31, 2007, between BNSF Railway Company ("BNSF") and the Tenant (the "Platform Agreement") is terminated, Landlord shall have the option to terminate this Lease upon one hundred twenty (120) days' written notice to Tenant. The Tenant shall give written notice to Landlord within five (5) days following any termination of the Platform Agreement.

1.5. Memorandum of Lease. Landlord and Tenant shall execute and record against the Property a Memorandum of Lease substantially in the form attached as **Exhibit D** (the "Memorandum of Lease").

### 2. RENT.

2.1. Rent Start Date. The date on which Rent first becomes payable (the "Rent Start Date") shall be the date upon which this Lease has been fully executed by the parties (the "Rent Start Date").

2.2. Rent. On the Rent Start Date, Tenant shall pay Ninety Eight and 00/100 (\$98.00) to Landlord as rent for the Initial Term. Thereafter, in advance of each Extension Term, Tenant agrees to pay Landlord within thirty (30) days of invoicing by Landlord to Tenant rent in the amount of One Dollar and 00/100 (\$1.00) per year. The amounts set forth in this Section 2.2 ("Rent") shall be paid to Landlord at the address set forth below or such other address as

Landlord may specify in writing from time to time. All Rent required to be paid hereunder shall be paid without the right of offset, deduction or withholding, and Tenant shall not be entitled to any credits against the payment of Rent.

2.3 Operating Expenses. Tenant shall be responsible for directly paying all other charges, costs, fees and expenses incurred by Tenant in connection with this Lease or the use of the Property (“Operating Expenses”).

### 3. CONSTRUCTION OF IMPROVEMENTS; ALTERATIONS.

3.1 Construction of Improvements. The Minnesota Department of Transportation (“Mn/DOT”) has constructed on the Property a surface parking lot containing 377 parking stalls, including 12 ADA-accessible stalls, a vehicle circulation system which includes bus and passenger vehicle drop off and pickup in proximity to the platform, sidewalks, road access, driveways, signage and other improvements as shown on the site plan attached as Exhibit B (the “Improvements”). If changes in applicable law require an increase in the number of ADA-accessible stalls, Landlord and Tenant shall agree as to how best to accommodate such changes. Mn/DOT also constructed the storm water pond shown on Exhibit B, which is not located on the Property. The storm water pond was initially designed to serve the Improvements along with a significant portion of the City of Anoka’s proposed station area improvements. The Landlord shall own, operate and maintain the storm water pond. Landlord shall grant a drainage easement to Tenant substantially in the form attached as Exhibit C (the “Drainage Easement”) to provide for Tenant’s use of the storm water pond shown on **Exhibit B**.

3.2 Alterations; Ownership of Improvements. After the initial completion of the Improvements, without Landlord’s approval, Tenant may alter the Improvements and may add additional passenger amenities. Landlord’s prior written consent shall be required to build structured parking or buildings or install above or below-ground storage tanks, which consent shall not be unreasonably withheld or delayed. Any alterations or additions to the Improvements after their initial completion shall be referred to as “Alterations.” If Landlord’s consent is required to any Alterations, Tenant shall present detailed plans and specification and construction drawings (“Plans”) to Landlord. Should Landlord fail to approve the proposed Plans (or to provide a reasonably detailed written explanation for non-approval) within sixty (60) days after the receipt thereof, such Plans shall be deemed approved by Landlord. The Improvements and all Alterations to the Property shall (i) be constructed at Tenant’s sole cost and expense; (ii) comply with all applicable laws; (iii) be performed lien-free and in a workmanlike manner with good and sufficient materials; and (iv) be the property of Tenant until the termination of this Lease. Upon termination of this Lease, Landlord and Tenant shall agree as to ownership and disposition of the Improvements and Alterations.

3.3 Liens. Neither Landlord nor Tenant shall allow or permit any mechanic’s liens, materialmen’s liens or any construction liens or judgment liens of any kind to be perfected against the Property, Tenant’s leasehold interest therein or any other property of Landlord.

4. MAINTENANCE, REPAIRS AND UTILITIES.

4.1 Repairs and Maintenance.

(a) Except as set forth in Section 7 in the context of a redevelopment of the Property, Tenant agrees to, at its sole cost and expense, operate and maintain the Improvements in good condition and repair. Upon the expiration or termination of this Lease, Tenant shall deliver the Property to Landlord with all debris and personal property removed and in good operating condition and repair, ordinary wear and tear excepted.

(b) Landlord may enter and inspect the Property at any time to determine the manner in which it is being used, maintained and repaired. Landlord shall use commercially reasonable efforts not to interfere with Tenant's operations at the Property.

(c) If any maintenance or repairs required to be made by Tenant hereunder are not made within thirty (30) days after Tenant's receipt of written notice from Landlord (or if such repairs cannot reasonably be completed during such period, to the extent Tenant does not commence repair during such thirty (30)-day period and thereafter diligently prosecute such repair to completion), Landlord may, at its option, make such repairs without liability to Tenant for any loss or damage that may result by reason of such repairs (except to the extent such liability or damage arises from Landlord's negligence or intentional misconduct), and Tenant shall pay to Landlord immediately upon demand the cost of such maintenance or repairs together with an amount equal to ten percent (10%) thereof or the then current rate Landlord charges other tenants pursuant to its city ordinance.

4.2 Utilities. Tenant shall be solely responsible for and promptly pay all charges for all utilities (including without limitation gas, electric, fuel, water, sewer, telephone, trash) separately metered on the Property which relate to the Improvements. Except to the extent caused by the negligence or intentional misconduct of Landlord, its agents or employees, Landlord shall not be liable for any interruption or failure in the supply or availability of any utilities to the Property.

5. REAL ESTATE TAXES.

5.1 Taxes. Tenant shall be responsible for all taxes and assessments and other charges levied against the Property due to Tenant's operations ("Taxes"). "Taxes" shall mean: (i) all real estate taxes and special assessments on the Property (adjusted after protest or litigation, if any) which accrue during the Term of the Lease; (ii) any taxes levied in lieu of any such real estate taxes or special assessments; (iii) all other levies, taxes, assessments, governmental charges, water and sewer rents or charges, and all other charges or burdens of whatsoever kind or nature, foreseen or unforeseen, charged upon the Property; and (iv) all costs and expenses directly incurred by Landlord in contesting the validity of, seeking a reduction of or seeking to prevent an increase in any such real estate taxes or assessments. Landlord and Tenant agree that all Taxes (unless attributable to improvements requested by Tenant) shall be paid for over the maximum period allowed by law and that only those installments which fall due during the term of this Lease shall be included in the Taxes payable by Tenant. Tenant shall be

responsible for all personal property taxes attributable to any personal property at the Property. "Taxes" shall not include (a) any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit taxes; provided, however, if at any time the method of taxation shall be altered, so that there shall be levied, assessed, or imposed: (i) a tax on the rents received by Landlord, (ii) a fee measured by the rents receivable from the Improvements located on the Property, or (iii) a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon the improvements located on the Property or any portion thereof, then such tax or fee shall be included in the computation of Taxes; or (b) any penalties assessed or levied against Landlord or the Property due to Landlord's failure to timely pay any Taxes.

5.2 Payment of Taxes. Provided that Tenant receives adequate notice that Taxes are due, Tenant shall pay on or before the last day on which payment may be made without penalty or interest, all Taxes payable by Tenant pursuant to Section 5.1. All Taxes assessed or imposed for the fiscal periods in which the term of this Lease commences and terminates shall be apportioned.

5.3 Contests. Tenant has the right to promptly contest or review any Taxes by appropriate proceedings ("Proceedings"), at its own expense. Tenant may defer payment of any contested Taxes only if, before instituting any Proceedings, Tenant furnishes to Landlord security reasonably satisfactory to Landlord and sufficient to cover the amount of the contested Taxes, with interest and penalties for the period during which the Proceedings may be expected to take. Notwithstanding the furnishing of security (other than a cash deposit), Tenant shall promptly pay any Taxes that were contested if such contest is lost or any charge for which Landlord becomes subject to criminal or any other liability for non-payment; provided that if Tenant has made a cash deposit to Landlord, Landlord may pay any such amounts out of the deposit. When any contested Taxes are paid or cancelled, any balance of any cash deposit not so applied shall be repaid to Tenant without interest. All Proceedings shall be initiated promptly after the imposition or assessment of any contested Taxes. If there is any refund with respect to any contested Taxes based on a payment by Tenant, Tenant shall be entitled to receive it for its own account to the extent of such payment.

6. USE OF PROPERTY. The Property shall only be used for the purpose of commuter parking and bus and passenger drop off and pickup for users of the Northstar Commuter Rail Project and for any incidental purposes related thereto, including but not limited to bicyclists and pedestrians. The Property shall not be used in such manner as to violate any applicable law, rule, ordinance or regulation of any governmental body. Tenant shall not use or permit the use of the Property in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs owners and/or occupants of, or causes damage to, neighboring properties. Tenant shall, at its expense, obtain and keep in effect all necessary permits and licenses to operate the Improvements. Landlord specifically reserves the right to use up to two portions of the Property identified on Exhibit E for incidental use, without Tenant's consent, including but not limited to retail use, which provides an amenity to the transit rider, such as a coffee kiosk. Landlord may use more than two portions of such Property identified on Exhibit E for incidental use upon Tenant's consent.

7. REDEVELOPMENT BY LANDLORD.

7.1 Landlord's Right to Redevelop. Landlord shall have the right to redevelop the Property, subject to all of the provisions of this Section 7.

7.2 Tenant's Review of Redevelopment Plan. Tenant shall have the right to review any redevelopment plan to make sure the plan is consistent with transit operation, maintenance, safety and platform access requirements. If the redevelopment plan in any way reduces the operational utility of the transit facility or poses a legitimate safety concern for the users of the transit facility, then Tenant shall have the right to raise objections with Landlord and any other applicable government entity to the extent the objections are based on specific and identified safety or operational concerns. No changes can be made to the platform or access to the platform without Tenant's approval.

7.3 Permanent Replacement Parking. Landlord shall provide permanent replacement parking spaces on a 1-to-1 basis at no expense to Tenant, so that at no time are there fewer than 377 parking spaces (of the same approximate size as the parking spaces in the initial Improvements), including 12 ADA-accessible stalls, for use by station commuters. During design development of any permanent replacement parking, Landlord shall consult with Tenant regarding the location, configuration and additional parking needs of any permanent replacement parking, any modified bus circulation patterns, and any effects on transit passenger access and amenities arising from the replacement parking. Tenant has the right to approve the location of the permanent replacement parking to ensure the continued operational utility and safety of the transit facility.

7.4 Temporary Replacement Parking. Tenant shall have the right to approve the location of any temporary replacement parking during construction, which approval shall not be unreasonably withheld. If the temporary parking is more than 1,200 feet from the platform, Landlord shall cause shuttle bus service to be provided for every inbound and outbound scheduled train which stops at the Anoka station. Both parties will work cooperatively to locate temporary replacement parking.

7.5 Storm Water Pond. If the storm water pond is relocated, enlarged or replaced with an alternative storm water management system or facility, Landlord shall be solely responsible for the costs associated with design, construction, operation and maintenance of said alternative system or facility.

7.6 Structured Parking. If the redevelopment involves construction of structured parking (which may include underground parking) to replace all or part of the surface parking, Landlord shall bear the initial construction cost. Landlord and Tenant shall reach agreement as appropriate at that time as to responsibility and cost sharing for operation and maintenance of the structured parking and obligation to rebuild in the event of damage as set forth in Section 9. Landlord shall consider provisions in its redevelopment plan for bus service and necessary bus layover bays. If a pedestrian overpass is proposed, Landlord and Tenant shall reach agreement on the design, construction, ownership, operation and maintenance of any pedestrian overpass and shall be subject to compliance with all BNSF requirements.

7.7 Amendment to Lease and Other Documents. Provided that all of the provisions of this Section have been complied with, Landlord and Tenant agree to execute amendments to this Lease, the recorded Memorandum of Lease and the Drainage Easement to address operation, maintenance and any other issues raised by the redevelopment and will also revise the legal description of the Property subject to the Lease and the Memorandum of Lease if necessary to accommodate the redevelopment.

8. LIABILITY OF PARTIES. Each party shall be responsible for any loss or claim arising out of its own actions or inactions. No party shall be deemed to limit or waive any municipal liability limitations applicable to such party contained in Minnesota Statutes, particularly chapter 466.

9. DAMAGE AND DESTRUCTION.

9.1 Damage to Property. In the event of damage or destruction to the Property or any portion thereof, at any time during the Term, this Lease shall continue in full force and effect and Tenant shall continue to pay all Rent and other charges payable hereunder by Tenant. If such damage or destruction impairs Tenant's ability to operate the Improvements or reduces the number of spaces in the Improvements, Landlord shall proceed as soon as practicable after the loss is adjusted to repair, replace and restore the Property to its condition prior to such damage or destruction and complete the repair and reconstruction with proper diligence. Should Landlord fail to complete the restoration of the Property within two hundred seventy (270) days following the date of the casualty, Tenant shall have the right to: (i) repair the Property at its own expense and recover such cost from Landlord, or (ii) terminate this Lease by delivering written notice of such termination to Landlord at any time after the expiration of such two hundred seventy (270)-day period and prior to the date on which Landlord substantially completes its restoration obligations hereunder.

9.2 Damage to Improvements. In the event of damage or destruction to the Improvements or any portion thereof, at any time during the Term, this Lease shall continue in full force and effect and Tenant shall continue to pay all Rent and other charges payable hereunder by Tenant. Subject to any obligation of Landlord to repair the Property as set forth in the previous Section, Tenant shall proceed as soon as practicable after the loss is adjusted to repair, replace and restore the Improvements to their condition prior to such damage or destruction and complete the repair and reconstruction with proper diligence. Except as set forth in the following sentence, should Tenant fail to complete the restoration of the Improvements within two hundred seventy (270) days following the date of the casualty, Landlord shall have the right to: (i) repair the Improvements at its own expense and recover such cost from Tenant, or (ii) terminate this Lease by delivering written notice of such termination to Tenant at any time after the expiration of such two hundred seventy (270)-day period and prior to the date on which Tenant substantially completes its restoration obligations hereunder. If all or a portion of Tenant's work to repair the Improvements cannot be completed until Landlord completes all or a portion of work to repair the Property pursuant to Section 9.1, then the 270-day deadline imposed by this Section on Tenant for that portion of its work shall be tolled by the same number of days that it takes Landlord to complete the necessary portion of its work pursuant to Section 9.1.

10. ASSIGNMENT AND SUBLETTING. Upon written notice to Landlord, but without Landlord's consent, Tenant may assign or sublease this Lease to any party which has succeeded to the rights and obligations of the Council under the Platform Agreement provided (i) Tenant is not then in default under this Lease, (ii) the proposed assignee or sublessee agrees in writing to assume and be bound by all of the terms, covenants and conditions of this Lease, (iii) an executed original of the assignment or sublease agreement is delivered to Landlord, and (iv) the Property shall continue to be used solely for commuter parking for the Anoka station of the Northstar commuter rail line or as otherwise provided under the terms of this lease.

11. DEFAULT AND REMEDIES.

11.1 Tenant's Default. Any one or more of the following events shall constitute an "Event of Default" and entitle Landlord to exercise its rights and remedies:

(a) Tenant shall fail to keep, perform or observe any covenant, agreement or condition hereunder and shall fail to remedy such failure within sixty (60) days after written notice thereof has been mailed by Landlord (or in the event the default cannot be cured within such sixty (60) days, if such failure is not remedied within such longer period as necessary to cure up to sixty (60) days, provided the remedy is commenced within said sixty (60)-day period and continuously and diligently pursued to completion).

(b) The Property is abandoned or vacated by Tenant or the Property shall cease to be used for commuter parking for the Anoka station of the Northstar commuter rail line for reasons other than for repair, maintenance or otherwise for a period in excess of twelve (12) months (unless, in the latter case, Tenant gives written assurances satisfactory to Landlord that its non-use of the Property for commuter parking is not intended to be permanent and will be resumed as soon as possible). Temporary relocation or non-use of all or part of the Improvements due to redevelopment by Landlord pursuant to Section 7 shall not be deemed an abandonment, vacation or cessation of use by Tenant under this subsection.

(c) With respect to any assignee of Tenant which is a private entity (referred to in this subparagraph as "Tenant"), the admission in writing by Tenant of its inability to pay its debts when due; or the appointment of a receiver or trustee for the business or property of Tenant, unless such appointment shall be vacated within thirty (30) calendar days of its entry; or the making by Tenant of an assignment for the benefit of its creditors, or if in any other manner Tenant's interest in this Lease shall pass by operation of law; or the commencement of a case under any chapter of the federal Bankruptcy Code by or against Tenant, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant, as bankrupt or insolvent; or the reorganization of Tenant, unless a petition is filed or case commenced by a party other than Tenant and is withdrawn or dismissed within thirty (30) days after the date of its filing.

(d) With respect to any assignee of Tenant which is a private entity (referred to in this subparagraph as "Tenant"), Tenant shall dissolve or, after failing to maintain its legal existence, fails to bring itself into good standing in the state in which it is organized within thirty (30) days.

11.2 Landlord's Remedies.

(a) If an Event of Default occurs, in addition to every right allowed at law and in equity, Landlord shall have the right (but not the obligation) to give to Tenant a notice of termination of this Lease, and upon thirty (30) days after the giving of such notice, this Lease, the Term and the estate hereby granted shall expire and terminate on the date specified in said notice.

(b) In the event Tenant does not perform its maintenance and repair duties, Landlord may only exercise remedies in accordance with Section 4.1(c).

11.3 Legal Expenses. In case suit shall be brought by Landlord or Tenant for recovery of possession of the Property or because of any other Event of Default, or due to the failure of any party to comply with the terms of this Lease, the non-prevailing party(ies) shall pay all expenses incurred by the prevailing party(ies) in connection with such proceedings, including reasonable attorney's fees and expenses.

11.4 Landlord Default and Tenant's Remedies. In the event Landlord fails to perform any of its obligations under this Lease and such failure continues for sixty (60) days after receipt of written notice from Tenant specifying the nature of the default and the action required of Landlord (with reference to the applicable Lease provision Tenant claims is not being performed), Landlord shall be deemed to be in default (or in the event the default cannot be cured within such sixty (60) days, if such failure is not remedied within such longer period as necessary to cure, provided the remedy is commenced within said sixty (60)-day period and continuously and diligently pursued to completion) ("Landlord's Default"). In the event of Landlord's Default, Tenant may (i) seek an equitable remedy, including injunctive relief or specific performance, provided, however, no damages may be obtained against Landlord in such instance, or (ii) obtain a judgment for the reasonable and actual out of pocket expenses incurred by Tenant in curing Landlord's obligation, provided, however, the commissioners, officers and employees of Landlord shall have no personal liability for such judgment. In no event, however, shall Tenant be entitled to withhold Rent or set-off Rent or other charges due hereunder as a result of an uncured Landlord Default.

12. NOTICES.

12.1 Notices. Any notice, demand or other communication required or permitted by law or any provision of the Lease to be given or served on a party shall be in writing, addressed to the parties at the addresses below, and either (i) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, (ii) delivered by an overnight private mail service which provides delivery confirmation such as Federal Express, Airborne or UPS, (iii) personally delivered at such address, or (iv) by facsimile with confirmation sheet made available for inspection and followed by regular mail or other means above. Either party may designate additional addresses for the receipt of notices or demands at any time by written notice to the other. Notice shall be deemed given when received.

If to Landlord: City of Anoka  
2015 First Avenue North Anoka, MN 55303  
Attn: City Manager  
Fax: 763.576.2927

If to Tenant: Metropolitan Council  
390 Robert Street North  
St. Paul, MN 55101  
Attn: Office of General Counsel  
Fax: (651) 602-1640

13. WARRANTY OF TITLE AND QUIET ENJOYMENT. Landlord represents and warrants that it has fee title to the Property and has the authority to execute this Lease. Subject to the terms of this Lease, upon paying the Rent and performing the other terms, covenants and conditions of this Lease on Tenant's part to be performed, Tenant shall and may peaceably and quietly have, hold, occupy, possess and enjoy the Property during the Term.

14. FIXTURES. Landlord acknowledges, consents and agrees that all signage and other property which is installed or placed in, on or about the Property by Tenant ("Fixtures") shall be and at all times remain the property of Tenant and may be removed at any time during the Term or upon the expiration or earlier termination of the Term, whether or not such Fixtures may be regarded as property of Landlord by operation of law or otherwise. Tenant shall immediately repair or cause to be repaired any damage to the Property caused by such removal at no cost to Landlord.

15. HAZARDOUS SUBSTANCES.

15.1 Definitions. For purposes of this Lease:

"Environmental Laws" means any and all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substances, environmental protection, or health and safety, as now or may at any time hereafter be in effect and as amended from time to time, as well as the regulations adopted and promulgated thereunder, including without limitation: the Clean Water Act, also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 *et seq.*; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499, 100 Stat. 1613; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 *et seq.*; the Resource Conservation and Recovery Act, also known as the Solid Waste Disposal Act, 42 U.S.C. Section 6901 *et seq.*; and the Minnesota Environmental Response and Liability Act, Minnesota Statutes chapter 115B.

“Hazardous Substance” means (i) hazardous materials, hazardous wastes, and hazardous substances as those terms are defined under any Environmental Laws; (ii) petroleum, petroleum products, and by-products, including crude oil and any fractions thereof; (iii) natural gas, natural gas liquids, liquefied natural gas, synthetic gas, and any mixtures thereof; (iv) asbestos or any material that contains any hydrated magnesium silicate minerals that crystallize as bundles of long, thin fibers that readily separate when broken or crushed; (v) radon; (vi) any other hazardous or radioactive substance, material, contaminant, pollutant, or waste; (vii) any substance with respect to which any federal, state, or local Environmental Law or governmental agency requires environmental investigation, monitoring, or remediation; and (viii) any other substance or material now or in the future deemed to be hazardous, dangerous, toxic, or a pollutant or contaminant under any Environmental Laws.

15.2 Prohibition. Tenant and its contractors shall comply with all Environmental Laws, including but not limited to those governing the release, use, storage, generation, treatment, transportation, disposal, or handling of Hazardous Substances. Tenant and its contractors shall not release, install, use, generate, store, locate, produce, process, treat, transport, incorporate, discharge, emit, deposit, or dispose of Hazardous Substances, other than those commonly used in transit operations in, upon, under, over or from the Property without first obtaining the Landlord’s written approval.

Landlord and its contractors shall comply with all Environmental Laws, including but not limited to those governing the release, use, storage, generation, treatment, transportation, disposal, or handling of Hazardous Substances with respect to its use of the Property.

15.3 Indemnity. Subject to liability limits contained in Minn. Stat. chapter 466, as amended, Tenant or its contractor shall indemnify, defend and hold harmless Landlord, its agents and employees from and against any claim, damage or expense arising out of Tenant, its contractors, subtenants, assignees, agents or employees breach of the obligations and covenants established in Section 15.2. The Landlord’s right to indemnity shall not be considered a waiver of the limitations, defenses, and immunities available to the Tenant under state law.

Subject to liability limits contained in Minn. Stat. chapter 466, as amended, Landlord or its contractor shall indemnify, defend and hold harmless Tenant, its agents and employees from and against any claim, damage or expense arising out of Landlord, its contractors, subtenants, assignees, agents and employees breach of the obligations and covenants established in Section 15.2. The Tenant’s right to indemnity shall not be considered a waiver of the limitations, defenses, and immunities available to the Landlord under state law.

15.4 Landlord’s Representation. Landlord represents and warrants that, except as set forth in the Phase I Environmental Site Assessment dated July 22, 2005, as prepared by Braun Inertec Corporation, and the Phase II Environmental Site Assessment dated April 2007, as prepared by Short Elliot Henderson, Inc. (SHE), Landlord is unaware of any Hazardous Substances upon or within the Property. Landlord makes no other representation as to pre-existing hazardous substances and shall assume no responsibility for hazardous substances on

the Property except to the extent that it is a responsible party as to such substances under any applicable Environmental Law. Nothing herein shall impair Landlord's or Tenant's right of action against responsible parties under any applicable environmental law.

15.5 Upon termination of this Lease, Tenant shall cause any and all Hazardous Substances stored on or about the Property and any contamination caused by Tenant to be completely removed prior to Tenant's vacating the Property at Tenant's expense and in compliance with all applicable laws.

16. ALTERNATIVE DISPUTE RESOLUTION. In the event of a dispute between the parties arising under this Lease, the parties agree to attempt to resolve their dispute by following the process described below:

(a) A party (the Initiating Party) may initiate this dispute resolution process by providing the other party (the Responding Party) with a written notice describing the perceived conflict, the Initiating Party's position, and underlying reasons therefor.

(b) The Responding Party shall, within ten (10) working days of receipt of such notice, provide the Initiating Party with a written response describing its view of the perceived conflict, the Responding Party's position, and underlying reasons therefore.

(c) The parties shall meet within fourteen (14) working days from the date the Initiating Party receives the Responding Party's response to resolve the dispute. If the Parties are unable to resolve the dispute, the Parties shall meet with a neutral facilitator to be agreed upon by the Parties within ten (10) working days from the date of the meeting. Costs of such facilitator shall be shared equally by the Parties.

(d) At the first meeting the neutral facilitator will assist the parties in identifying the appropriate parties and participants in the dispute resolution process, their concerns, and establish a meeting agenda for any subsequent meetings. The parties shall agree on a process for resolving the problem, which could involve additional negotiations, mediation, or arbitration.

(e) In developing the process, the parties will be guided by the following principles:

(i) The parties will attempt in good faith to reach a negotiated settlement.

(ii) The parties agree there will be fair representation of the parties.

(iii) The parties will use legal proceedings as a last resort.

(iv) In the event the parties are unable to resolve the dispute, each party shall retain all rights, remedies, and defenses it had prior to entering the process, except that each party shall be responsible for its own attorney's fees and costs.

17. DEFINITIONS.

- (a) "Alterations" are defined in Section 3.2.
- (b) "Drainage Easement" is defined in Section 3.1.
- (c) "Environmental Laws" are defined in Section 15.1.
- (d) "Effective Date" is defined in the first paragraph of this Lease.
- (e) "Extension Term" is defined in Section 1.4.
- (f) "Event of Default" is defined in Section 11.1.
- (g) "Fixtures" are defined in Section 14.
- (h) "Hazardous Substances" are defined in Section 15.1.
- (i) "Improvements" are defined in Section 3.1.
- (j) "Initial Term" is defined in Section 1.3.
- (k) "Landlord" means the City of Anoka, Minnesota.
- (l) "Landlord's Default" is defined in Section 11.4.
- (m) "Lease" means this Ground Lease.
- (n) "Memorandum of Lease" is defined in Section 1.5.
- (o) "Operating Expenses" are defined in Section 2.3.
- (p) "Plans" are defined in Section 3.2.
- (q) "Platform Agreement" is defined in Section 1.4.
- (r) "Proceedings" are defined in Section 5.3.
- (s) "Property" is defined in Section 1.1.
- (t) "Rent" is defined in Section 2.2.
- (u) "Rent Start Date" is defined in Section 2.1.
- (v) "Taxes" are defined in Section 5.1.
- (w) "Tenant" means the Metropolitan Council.
- (x) "Term" is defined in Section 1.4.

18. GENERAL PROVISIONS.

18.1 Binding Effect. This Lease shall inure to the benefit of and bind the parties hereto and each of their respective heirs, successors, representatives and assigns.

18.2 Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the maximum extent permitted by law.

18.3 Captions. The captions used in this Lease are inserted as a matter of convenience only, in no way define, limit or describe the scope of this Lease or the intentions of the parties hereto, and shall not in any way affect the interpretation or construction of this Lease.

18.4 No Waiver. A waiver by Landlord or Tenant, as the case may be, of any breach of any provision of this Lease shall not be deemed a waiver of any breach of any other provision hereof or of any subsequent breach of the same or any other provision.

18.5 Holdover. Tenant has no right to retain possession of the Property or any part thereof beyond the expiration or termination of this Lease. If Tenant holds over after the Term or any Extension Term without the written consent of Landlord, Tenant shall be deemed a "holdover tenant" and shall pay the Rent, taxes, Operating Expenses and other sums as herein required for so long as Tenant continues its occupancy. Nothing contained herein shall be construed as consent by Landlord to any holding over by Tenant. The foregoing provision shall not affect Landlord's right of reentry or any rights of Landlord hereunder or as otherwise provided by law.

18.6 Transfer by Landlord. In the event of a sale or conveyance by Landlord of the Property, the same shall operate to release Landlord from any liability upon any of the covenants or conditions herein contained first arising after the date of such sale or conveyance, and in such event Tenant agrees to look solely to the successor-in-interest of Landlord in and to this Lease with respect to liability first arising after the date of such sale or conveyance. This Lease shall not be affected by any such sale or conveyance, and Tenant agrees to attorn to the purchaser or grantee, which shall be obligated on this Lease only so long as it is the owner of Landlord's interest in and to this Lease.

18.7 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the state of Minnesota.

18.8 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

**THE CITY OF ANOKA, MINNESOTA**

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

Its: Mayor

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

Its: city manager

**METROPOLITAN COUNCIL**

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

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

*mf*

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Lot 1, Block 2, Grant Properties, Anoka County, Minnesota

Lot 2, Block 1, Anoka Transit Village South, Anoka County, Minnesota

Lot 2A, Block 1, Anoka Transit Village South, Anoka County, Minnesota

Lot 2B, Block 1, Anoka Transit Village South, Anoka County, Minnesota

Lot 2C, Block 1, Anoka Transit Village South, Anoka County, Minnesota

Lot 3, Block 1, Anoka Transit Village South, Anoka County, Minnesota

**EXHIBIT B**  
**THE IMPROVEMENTS**





## EXHIBIT C

### ANOKA STATION DRAINAGE EASEMENT

A perpetual easement dedicated to the public for drainage purposes over, under, and across that portion of Government Lot 1, Section 6, Township 31, Range 24, Anoka County, Minnesota, described as follows:

Commencing at the north quarter (N  $\frac{1}{4}$ ) corner of said Section 6, thence South 89 degrees 57 minutes 45 seconds West, assumed bearing, 1,892.71 feet along the north line of the northwest quarter (NW  $\frac{1}{4}$ ) of said Section 6 to the centerline of Anoka County State Aid Highway No. 131; thence South 00 degrees 51 minutes 31 seconds West 741.06 feet along said centerline of Anoka County State Aid Highway No. 131; thence North 89 degrees 08 minutes 31 seconds West 33.00 feet to the westerly right of way line of said Anoka County State Aid Highway No. 131, the point of beginning; thence North 89 degrees 08 minutes 31 seconds West 367.00 feet; thence South 00 degrees 51 minutes 31 seconds West 580.50 feet to the northerly right of way line of the Burlington Northern Santa Fe Railroad Inc.; thence South 56 degrees 10 minutes 39 seconds East 398.60 feet, along said northerly right of way line of the Burlington Northern Santa Fe Railroad Inc. to the westerly right of way line of Anoka County State Aid Highway No. 31; thence North 00 degrees 51 minutes 31 seconds East 736.02 feet along the said westerly right of way line of Anoka County State Aid Highway No. 31/131 to the point of beginning.

Said perpetual drainage easement containing approximately 5.55 acres.

**EXHIBIT D**

**MEMORANDUM OF GROUND LEASE**

This is a MEMORANDUM OF GROUND LEASE by and between the City of Anoka, Minnesota ("Landlord") and the Metropolitan Council ("Tenant"). Landlord has demised and let to Tenant and Tenant has taken and leased from Landlord the real property herein described (the "Leased Premises") for the term herein stated, for the rent and upon the terms and conditions of the Ground Lease by and between Landlord and Tenant of even date herewith (as the same may hereafter be amended, modified, supplemented or restated, the "Ground Lease") upon the following terms:

Landlord: City of Anoka  
2015 First Avenue North  
Anoka, MN 55303

Tenant: Metropolitan Council  
390 Robert Street North  
St. Paul, MN 55101

Date of Lease Dated as of Aug. 16, 2010. Copies of the Ground Lease are on file in offices of Landlord and Tenant.

Legal Description of Leased Premises: See Exhibit A attached hereto.

Date of Commencement of Term: Aug. 16, 2010

Expiration Date of Initial Term: May 31, 2107

Renewal Options: The Ground Lease automatically renews for a 100-year term, and thereafter automatically renews for successive 20-year terms as more fully set forth in the Ground Lease.

Redevelopment Rights: Landlord has certain rights to redevelop the Leased Premises as set forth in the Ground Lease.

The purpose of this Memorandum of Ground Lease is to give record notice of the Ground Lease and the rights created thereby, all of which are hereby confirmed, and this Memorandum of Ground Lease shall not have the effect of in any way modifying, supplementing or abridging the Ground Lease or any of its provisions as the same are now or may hereafter be in force and effect. In the event of any conflict between the provisions of the Ground Lease and this Memorandum of Ground Lease, the provisions of the Ground Lease shall prevail.





**EXHIBIT E**  
LANDLORD RETAIL AREA



# EXHIBIT E



0 40 80 160 240 320 Feet



Kiosk Areas





Mn/DOT Contract No. \_\_\_\_\_  
Met Council Contract No. \_\_\_\_\_  
ACRRA Contract No. 2011- \_\_\_\_\_  
City of Ramsey Contract No. \_\_\_\_\_

DRAFT OF 4-12-11

**NORTHSTAR RAMSEY STATION PROJECT  
MASTER COOPERATION, FUNDING AND DELEGATION AGREEMENT**

By and Between

~~State of Minnesota through its  
Commissioner of Transportation (Mn/DOT)~~

**Metropolitan Council**

**Anoka County Regional Railroad Authority**

and

**City of Ramsey**

\_\_\_\_\_, 2011

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**Table of Contents**

**AGREEMENT**

**NORTHSTAR RAMSEY STATION PROJECT  
MASTER COOPERATION, FUNDING AND DELEGATION AGREEMENT**

This is a Master Cooperation, Funding and Delegation Agreement ("Master Cooperation Agreement") made and entered into by and between the State of Minnesota through its Commissioner of Transportation ("Mn/DOT"), the Metropolitan Council ("Met Council"), the Anoka County Regional Railroad Authority ("ACRRA"), and the City of Ramsey ("City"), collectively referred to as the "Parties."

BACKGROUND RECITALS

~~1. The Minnesota Department of Transportation is an agency of the State of Minnesota and under Minnesota Statutes, Section 174.82, was responsible for the planning, developing, and constructing Phase I of the Northstar Commuter Rail Project.~~

~~2.1. After the commencement of revenue service of the Northstar Commuter Rail Project in November 2009, the Met Council became responsible for planning, development, design, acquisition, construction, and equipping of any improvements to commuter rail facilities or service in that corridor pursuant to Minnesota Statutes, Section 473.4057, subd. 3.~~

~~3.2. ACRRA is a regional railroad authority established pursuant to Minnesota Statutes, Chapter 398A, to provide for the improvement of local passenger rail service.~~

~~4.3. The proposed commuter rail station will be located within the City of Ramsey and partially on property owned by the City.~~

~~5.4. The parties to this agreement have been involved in various activities regarding the development of the Northstar Ramsey Station Project ("Project"). The Project consists of the development of a commuter rail station on the Northstar Corridor which currently runs from Big Lake to downtown Minneapolis. The Project includes, without limitation:~~

- ~~a. the acquisition of the rights from the BNSF to allow the use of the railroad's right-of-way to add the Ramsey commuter rail station to the existing Northstar service, and~~
- ~~b. the construction of station and platform.~~

~~6.5. The Project will be financed through grants from the Federal Transit Administration ("FTA") and through financial contributions from the State of Minnesota, the Met Council, the ACRRA, the City and the Counties Transit Improvement Board ("CTIB") as described in this agreement.~~

~~7.6. Minnesota Statutes, Section 473.4057 sets forth certain requirements and responsibilities of the Met Council with respect to the planning, developing, designing, constructing, funding, operating and maintaining of commuter rail transit.~~

~~8.7. Minnesota Statutes, Section 473.4057 provides that the Met Council may enter into memoranda of understanding, joint powers agreements, or other agreements with public or private entities including, without limitation, political subdivisions, regional railroad authorities, metropolitan planning organizations, joint powers boards, the commissioner of transportation, or railroads, to carry out its responsibilities for commuter rail transit.~~

*Met Council in charge of \$ and would be in lead of construction.*

~~9. Minnesota Statutes, Section 473.399 directs Met Council and Mn/DOT to cooperate to ensure that certain light rail transit and commuter rail facilities are planned, designed, and implemented: (1) to move commuters and transit users into and out of, as well as within, the Twin Cities metropolitan area, and (2) to ensure that rail transit lines will interface with each other and with other transportation facilities so as to provide a unified and efficient multimodal transportation system.~~

~~10.8.~~ The Parties have passed resolutions or taken action authorizing their officials to execute this Master Cooperation Agreement between and among the Parties.

~~11.9.~~ The Met Council and the other parties to this agreement have authority pursuant to Minnesota Statutes, Section 473.4057 and other applicable law to enter into this Master Cooperation Agreement.

#### AGREEMENT

NOW, THEREFORE, for mutual valuable consideration, the sufficiency of which has been agreed to by the Parties, Met Council, Mn/DOT, ACRRA, and the City agree as follows:

#### ARTICLE I PURPOSE, GENERAL COOPERATION AND DELEGATION OF AUTHORITY

##### A. Purpose of Agreement

The purpose of this Master Cooperation Agreement is to:

1. Set forth the agreements made or to be made between and among the Parties on topics and issues with respect to the implementation, construction, ownership and operation of the Project pursuant to their authority under Minnesota Statutes, Chapters 174, 398A, 473; Minnesota Statutes, Section 471.59 and other applicable statutes;
2. Set forth the responsibilities agreed to be undertaken by each of the Parties with respect to the Project;
3. Provide for the requisite delegation of authority from the Met Council to each of the Parties, pursuant to Minnesota Statutes, Section 473.4057, as necessary for each Party to fulfill its responsibilities hereunder;
4. Set forth a timetable for the construction and implementation of the Project; and
5. Document the expenditures made or to be made by the Parties in support of the Project.

##### B. General Cooperation

The Parties to this Master Cooperation Agreement agree that their overall goal is the successful construction and implementation of the Project and to that end each Party agrees to cooperate with all other Parties and their consultants in order to ensure timely completion of construction and provision of service at the Ramsey commuter rail station.

C. Delegation of Authority

This Master Cooperation Agreement shall constitute an agreement by the Met Council, pursuant to Minnesota Statutes, Section 473.4057, that the Parties are authorized to carry out the services and responsibilities set forth in this Master Cooperation Agreement subject to the direction and control of the Met Council. The delegation herein shall be construed liberally to effectuate the Parties' intent and purpose, as authority for the performance of every act and thing authorized, and all powers granted shall be broadly interpreted to effectuate this intent and purpose.

**ARTICLE II  
REGIONAL AND STATE PLANS  
REGIONAL AND LOCAL APPROVALS**

The Parties agree that the following statements accurately reflect the planning and local approval status of the Project:

~~A. The basis for the proposed Project was developed through a series of regional and state transportation planning efforts will be documented in the following documents:~~

~~1. Transportation Improvement Plan (TIP), Metropolitan Council, 2011 - 2014.  
(Question: Does Ramsey station need to be within the TIP?)~~

~~B. In compliance with Minnesota Statutes, Section 174.86, Mn/DOT submitted the Northstar Corridor Commuter Rail Advanced Corridor Plan ("ACP") to the governing bodies of all cities, counties, and towns along the corridor on August 4, 2000. The ACP was approved by all appropriate cities within 45 days of the public hearing. The Met Council approved the ACP on February 14, 2001, following a public hearing that it held on January 2, 2001. (Note: The Ramsey Station was not included in the ACP. How does the Met Council want to handle this issue?)~~

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**ARTICLE III  
ACQUISITION OF LAND, EASEMENTS, RIGHT-OF-WAY AND OTHER PROPERTY INTERESTS FOR THE PROJECT**

The following sets forth the responsibilities of the indicated parties to this agreement for the acquisition of land, easements, right-of-way and other property rights needed for the Project, and the disposition of those rights.

A. City

1. City has acquired property and has constructed the Ramsey Town Center park-and-ride facility adjacent to the Ramsey commuter rail station site. By separate agreement, City will convey pursuant to a ground lease certain property rights to the Met Council to provide parking for commuter rail passengers.

2. In addition, the City owns and will convey by quitclaim deed property rights necessary for construction and operation of the Ramsey commuter rail platform. Such conveyance shall be at no cost to the transferee. [Note: 1. Brian Olson will check to see whether Right-of-way Acquisition Loan Fund (RALF) funds need to be repaid. 2. Paul Danielson needs to confirm what property transfers are needed for the project.]
3. City has no responsibility for acquisition of any other property interests for the Project.

B. Mn/DOT ??? (Note: Does Mn/DOT need to be a party to this agreement? Do we need Mn/DOT to issue the threat of condemnation?)

1. ~~Mn/DOT intends to acquire from BNSF the commuter rail easements necessary for implementation of the Project through execution of the Purchase and Sale Agreement with BNSF as set forth in Exhibit A to this Master Cooperation Agreement.~~
2. ~~Mn/DOT has already acquired and now owns (?) certain property interests necessary for the operation of commuter rail service in the Northstar Corridor.~~

C. Met Council

1. Mn/DOT Met Council intends to acquire from BNSF the commuter rail easements necessary for implementation of the Project through execution of the Purchase and Sale Agreement with BNSF as set forth in Exhibit A to this Master Cooperation Agreement.

2. ACRRA, in consultation with the Met Council, will negotiate the acquisition of certain property interests (such as platform leases and overpass/underpass agreements) necessary for construction and operation of the Project. As necessary, the Met Council will execute such agreements subject to the following:

1. Met Council acceptance of the terms and conditions of such agreements; and
2. obtaining sufficient funding for any costs incurred or to be incurred by the Met Council:
  - in acquiring such property interests, and
  - for the construction of the Project.

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**ARTICLE IV  
FINANCING OF THE PROJECT**

This article sets forth the projected sources and associated contributions necessary for financing the Project.

A. Federal Grant Funding

1. The Parties anticipate that approximately \_\_\_\_\_% \$3 million of the Project will be funded through a grant from the FTA.
2. Met Council will act as the Grantee of all federal funds for the Project. As Grantee, Met Council will conduct negotiations with FTA and will submit all components of any grant applications to the FTA.

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3. The FTA contribution to the Project will be granted to Met Council which will use or distribute the funds for Project costs, including but not limited to:
  - right-of-way acquisition and expenses,
  - acquisition of the BNSF commuter rail easement,
  - payment to design support, construction, and project management contractors,
  - used for staffing costs directly incurred for this Project, and
  - other eligible Project expenses.

B. State of Minnesota Funding

1. The Parties anticipate that approximately —%-\$4 million of the Project will be funded through a State bond funds.
2. The State contribution to the Project will be used for one or more of the following purposes:
  - right-of-way acquisition and expenses,
  - acquisition of the BNSF commuter rail easement,
  - payment to design support, construction, and project management contractors,
  - used for staffing costs directly incurred for this Project, and
  - other eligible Project expenses.
    - ~~applied to right-of-way acquisition,~~
    - ~~paid to the Parties for Project expenses, and~~
    - ~~used for staffing costs directly incurred for this Project. (?)~~

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3. The Parties recognize that the availability of FTA and State contributions to the Project will not match the projected expenditure schedule for the Project. Accordingly, it will be the responsibility of \_\_\_\_\_ to develop a Master Cash Flow for construction of the Project and to provide the cash flow financing for the Project, except as otherwise provided for in this Master Cooperation Agreement or other Project funding agreements. This Master Cash Flow will show the annual amount of funds needed to support the Project, the mix of funds for the various parts of the Project, and the timing for these funds.

C. ACRRRA and City Funding

1. ACRRRA
  - a. Direct Contribution. ACRRRA will contribute up to \$3.1 million (to be negotiated) for completion of the Project for one or more of the following purposes:
 

---
  - b. CTIB Grant. ACRRRA has applied for and was awarded a \$1 million grant for 2011 contingent upon commitment of all funding for the Project. ACRRRA intends to apply for additional CTIB grant in the amount of \$1.816 million for 2012. Parties hereby agree to comply with all applicable terms and conditions of the CTIB grant agreements for the Project.
2. City

The City will contribute up to \$3.1 million (to be negotiated) for completion of the Project for one or more of the following purposes:

3. D. Met Council Funding

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The Met Council will contribute \$1.3 million for completion of the Project.

**ARTICLE V  
FINANCIAL MANAGEMENT OF THE PROJECT**

A. General. \_\_\_\_\_The Met Council will be responsible for maintaining the official and complete accounting records for the Project. It will provide to the other Parties the structure for coding and tracking expenditures. This coding will be used for costs incurred for the Project regardless of source of funds or repayment status.

B. Grant Management. As Grantee of FTA funds, \_\_\_\_\_the Met Council has primary responsibility for compliance with federal requirements. Accordingly, the Met Council\_\_\_\_\_ will oversee and coordinate all activities relating to budgets, procurement and project controls. The Met Council\_\_\_\_\_ will provide assistance to the other Parties so that the Project will comply with said federal requirements.

C. Funding Agreements. \_\_\_\_\_ has entered into or will enter into separate Funding Agreements ("Funding Agreements") with other parties to this agreement or other entities to provide a method of transfer of Project funds to those parties for acquisition of property or equipment, or for other Project services.

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D. Project Budget.

The budget for the Project ("Project Budget") is attached hereto and incorporated herein as Exhibit B.

**ARTICLE VI  
CONSTRUCTION AND IMPLEMENTATION OF THE PROJECT**

Met Council will coordinate construction and implementation of the Project with individual Project activities being carried out by the various parties to this agreement. The project management team organization chart and key staff is attached hereto and made a part hereof as Exhibit C. The following describes the responsibilities of the Parties with respect to construction and implementation of the Project.

A. Met Council

1. Met Council will obtain the local approvals and permits it deems necessary for the Project. Where compliance with building, mechanical, electrical, elevator, fire or other construction code is either required by the laws of the State of Minnesota or is determined to be advisable by Met Council, and the enforcement has been delegated by the Met Council to another Party, Met Council and/or its contractors will prepare permit applications, and pay, for any and all permits normally required by the Party for work regulated by the code(s).

2. \_\_\_\_\_ has updated the environmental documentation required by state and federal law and has submitted the documentation to the FTA. \_\_\_\_\_ will be responsible for any modifications or updates to the environmental documentation that may become necessary as the Project proceeds.
3. The Project will be constructed in accordance with the schedule attached hereto and incorporated herein as Exhibit D.
4. Met Council will construct, within the Project limits, any and all physical structures, elements and components of the system, which include, but are not limited to, communications systems, overhead contact system, signals, lighting, sidewalks, passenger stations, structures, certain public utilities, and landscaping.
5. Contracts awarded by the Met Council for the construction of the Project shall include all federal, state and CTIB required contract clauses and requirements, including but not limited to the applicable FTA third party contracting requirements of FTA Circular No. 4220.1E.
6. The Met Council is responsible for Project management during construction and will work through the project management team to manage all activities during the construction phase of the Project.

B. ~~Mn/DOT~~

1. ?

#### ARTICLE VII GENERAL PROVISIONS

- A. Conflict Resolution – If a dispute should arise between or among the Parties to this Master Cooperation Agreement with respect to this Master Cooperation Agreement or any of its provisions, the Parties involved agree to attempt to settle such dispute through the use of a mediator mutually acceptable to the Parties involved in the dispute prior to initiation of any legal action with respect to this Master Cooperation Agreement, any of its provisions and/or its enforcement.
- B. Liability – Each party shall be responsible for its own acts and omissions, the acts and omissions of its employees and the results thereof to the extent authorized by law. The Parties shall not be responsible for the acts of others and results thereof. ~~The liability of the Mn/DOT is governed by Minnesota Statutes, Section 3.736, and other applicable law.~~ The liability of all other the Parties is governed by the Municipal Tort Claims Act in Minnesota Statutes, Chapter 466, and other applicable law. The terms of this Master Cooperation Agreement are not to be construed as, nor operate as, waivers of a Party's statutory or common law immunities or limitations on liability, including, but not limited to, Minnesota Statutes, Section 3.736, Minnesota Statutes, Chapter 466, Minnesota Statutes, Section 471.59, subd. 1a., or any other applicable law or regulation providing limitations, defenses or immunities to the Parties.

- C. Insurance – The various Property Transfer Agreements property transfer agreements and Construction Agreements contracts entered into pursuant to this Master Cooperation Agreement will contain terms and conditions for provision of adequate insurance coverage for the Parties during construction and operation of the Project. Contracts shall provide that the contractor must defend, indemnify, and save harmless the Parties from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable. Contracts shall further provide that the contractor must provide and maintain insurance in amounts and types of coverage appropriate to the contracted work and naming the Parties as additional insureds, and provide to each of the Parties prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage.
- D. Employees – All employees of each Party and all persons engaged by each Party in the performance of any work or services required or provided for herein to be performed by each Party shall not be considered employees of any other Party and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the state of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged, on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of any other Party.
- E. Applicable Provisions of Law – The Parties agree to comply with applicable provisions of Minnesota state law, federal law and regulations and of any applicable local ordinances which shall be considered a part of this Master Cooperation Agreement as though fully set forth herein.
- F. Amendments – Any alterations, variations, modifications, or waivers of provisions of this Master Cooperation Agreement shall only be valid when they have been reduced to writing as an amendment to this Master Cooperation Agreement signed by the parties Parties hereto.
- G. Severability – The provisions of this Master Cooperation Agreement shall be deemed severable. If any part of this Master Cooperation Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Master Cooperation Agreement unless the parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Master Cooperation Agreement with respect to the Parties. One or more waivers by a Party of any provision, term, condition or covenant shall not be construed by the other Parties as a waiver of a subsequent breach of the same by other Parties.
- H. Governing Law – This Master Cooperation Agreement is entered into in and under the laws of the state of Minnesota and shall be interpreted in accordance therewith. If state or federal laws change during the term of this Master Cooperation Agreement and such change conflicts with or alters a Party's material obligation under any of the provisions of this Master

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ACRRA:

Executive Director  
Anoka County Regional Railroad Authority  
Anoka County Government Center  
2100 3rd Avenue  
Anoka, Minnesota 55303

City of Ramsey:

City Administrator  
7550 Sunwood Dr NW  
Ramsey MN 55303

- K. Availability of Records – The Parties agree that each Party hereto, the Legislative Auditor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records, which are pertinent to the accounting practices and procedures of any other party hereto and involve transactions relating to this Master Cooperation Agreement for a minimum of six years from the expiration of this Master Cooperation Agreement.
- L. Data Privacy – The Parties agree to abide by all applicable state and federal laws and regulations and confidential information concerning individuals and/or data including, but not limited to, information made non-public by such laws or regulations.
- M. Effective Date – This Master Cooperation Agreement shall take effect upon execution by all of the Parties hereto and by proper state officials and shall remain in effect until the FFGA is closed out by the FTA.
- N. Termination – The Parties to this Agreement may mutually agree to cancel this Agreement prior to its termination pursuant to Paragraph M of this Article X.
- O. Counterparts – This Master Cooperation Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

IN TESTIMONY WHEREOF, the Parties hereto have caused this Master Cooperation Agreement to be executed on their behalf by their respective duly authorized representatives.

~~THIS NORTHSTAR CORRIDOR PROJECT MASTER COOPERATION AND DELEGATION AGREEMENT was entered into and executed by the undersigned on the day(s) and date(s) shown in the following signature block:~~

~~RECOMMENDED FOR APPROVAL~~

~~By: \_\_\_\_\_  
Title: Metro District Transit Office Director~~

~~Date: \_\_\_\_\_~~

~~MINNESOTA DEPARTMENT OF TRANSPORTATION~~

~~By: \_\_\_\_\_  
Title: Commissioner of Transportation~~

~~Date: \_\_\_\_\_~~

~~MINNESOTA DEPARTMENT OF ADMINISTRATION~~

~~By: \_\_\_\_\_  
Title: Commissioner of Administration~~

~~Date: \_\_\_\_\_~~

THIS NORTHSTAR RAMSEY STATION CORRIDOR PROJECT MASTER COOPERATION AND DELEGATION AGREEMENT was entered into and executed by the undersigned on the day(s) and date(s) shown in the following signature block:

**METROPOLITAN COUNCIL**

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

Regional Administrator

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

Office of General Counsel

Date: \_\_\_\_\_



THIS NORTHSTAR RAMSEY STATION CORRIDOR-PROJECT MASTER COOPERATION AND DELEGATION AGREEMENT was entered into and executed by the undersigned on the day(s) and date(s) shown in the following signature block:

**ANOKA COUNTY REGIONAL RAILROAD AUTHORITY**

By: \_\_\_\_\_  
Matt Look, Chair  
Anoka County Regional Railroad Authority

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Tim Yantos  
ACRRA Executive Director

Dated: \_\_\_\_\_

**Approved as to Form and Execution:**

By: \_\_\_\_\_  
Assistant Anoka County Attorney

Dated: \_\_\_\_\_

| THIS NORTHSTAR RAMSEY STATION CORRIDOR-PROJECT MASTER COOPERATION AND DELEGATION AGREEMENT was entered into and executed by the undersigned on the day(s) and date(s) shown in the following signature block:

| ~~SHERBURNE COUNTY REGIONAL RAILROAD AUTHORITY~~ City of Ramsey

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

Chair Bob Ramsey

~~Sherburne County Regional Railroad Authority~~ Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SCRRRA Executive Director

Dated: \_\_\_\_\_

Approved as to Form and Execution:

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

Assistant Sherburne County City Attorney

Dated: \_\_\_\_\_

LIST OF EXHIBITS

# Description

**Date: 04/26/2011**

**By:** Colleen Lasher  
Administrative Services

---

**Information**

**Title:**

Discussion Regarding the City's Policy on Employee Probationary Periods

**Background:**

At the City Council worksession of April 19, 2001, staff was directed to place a case on the next City Council worksession agenda regarding the City's policy on employee probationary periods.

Per the City's Personnel Policy, every regular city employee is subject to a probationary period. The length of probation varies depending on the type of position. All department heads, patrol officers, and paid-on-call firefighters are subject to a 1-year probation; all other regular city employees are subject to a 6-month probation.

The process, per the Personnel Policy, includes the following steps:

- 1) The employee signs an offer letter which specifies the length of the probationary period
- 2) Just prior to the scheduled end of probation the employee receives a performance evaluation
- 3) The City Administrator makes a recommendation to the Personnel Committee
- 4) The City Council acts on the recommendation of the Personnel Committee

The section of the Personnel Policy that pertains to this issue is below:

**Notification:**

None required.

**Observations:**

Personnel Policy

Section 4.8 - Probation

Every original appointment and every promotional appointment is subject to a probationary period of six (6) months except for patrol officers and department heads who have a one-year probationary period. During the probationary period a probationary employee may be terminated at the sole discretion of the employer.

Employees may use sick and vacation leave during their probationary period at the discretion of the department head.

If terminated, the employee shall be notified in writing of the reasons for the termination and shall have the right, if requested, to appeal to City Council. If such employee is a veteran, the procedure prescribed in Minnesota Statutes shall be followed.

Immediately prior to the expiration of the probationary period, the City Administrator shall recommend to the City Council in writing whether or not the services of the employee have been satisfactory and whether or not

employment should be continued.

At the discretion of the City Administrator, an employee's probationary period may be extended for 90 calendar days for less than satisfactory performance.

**Funding Source:**

There is no funding required.

**Council Action:**

Based on discussion.

---

**Attachments**

Statute

**Form Review**

**Inbox**

Heidi Nelson

Kurt Ulrich

Form Started By: Colleen Lasher

Final Approval Date: 04/21/2011

**Reviewed By**

Heidi Nelson

Kurt Ulrich

**Date**

04/21/2011 02:53 PM

04/21/2011 04:39 PM

Started On: 04/21/2011 12:26 PM

**13D.05 MEETINGS HAVING DATA CLASSIFIED AS NOT PUBLIC.**

Subdivision 1. **General principles.** (a) Except as provided in this chapter, meetings may not be closed to discuss data that are not public data.

(b) Data that are not public data may be discussed at a meeting subject to this chapter without liability or penalty, if the disclosure relates to a matter within the scope of the public body's authority and is reasonably necessary to conduct the business or agenda item before the public body.

(c) Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

(d) All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the public body. Unless otherwise provided by law, the recordings must be preserved for at least three years after the date of the meeting.

Subd. 2. **When meeting must be closed.** (a) Any portion of a meeting must be closed if expressly required by other law or if the following types of data are discussed:

(1) data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;

(2) active investigative data as defined in section 13.82, subdivision 7, or internal affairs data relating to allegations of law enforcement personnel misconduct collected or created by a state agency, statewide system, or political subdivision;

(3) educational data, health data, medical data, welfare data, or mental health data that are not public data under section 13.32, 13.3805, subdivision 1, 13.384, or 13.46, subdivision 2 or 7; or

(4) an individual's medical records governed by sections 144.291 to 144.298.

(b) A public body shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting.

Subd. 3. **What meetings may be closed.** (a) A public body may close a meeting to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the public body shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting.

(b) Meetings may be closed if the closure is expressly authorized by statute or permitted by the attorney-client privilege.

(c) A public body may close a meeting:

(1) to determine the asking price for real or personal property to be sold by the government entity;

(2) to review confidential or protected nonpublic appraisal data under section 13.44, subdivision 3; and

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

Before holding a closed meeting under this paragraph, the public body must identify on the record the particular real or personal property that is the subject of the closed meeting. The proceedings of a meeting closed under this paragraph must be tape recorded at the expense of the public body. The recording must be preserved for eight years after the date of the meeting and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the governing body has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of members and all other persons present at the closed meeting must be made available to the public after the closed meeting. If an action is brought claiming that public business other than discussions allowed under this paragraph was transacted at a closed meeting held under this paragraph during the time when the tape is not available to the public, section 13D.03, subdivision 3, applies.

An agreement reached that is based on an offer considered at a closed meeting is contingent on approval of the public body at an open meeting. The actual purchase or sale must be approved at an open meeting after the notice period required by statute or the governing body's internal procedures, and the purchase price or sale price is public data.

(d) Meetings may be closed to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures and to discuss security deficiencies in or recommendations regarding public services, infrastructure and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting. Before closing a meeting under this paragraph, the public body, in describing the subject to be discussed, must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting. A closed meeting must be tape recorded at the expense of the governing body, and the recording must be preserved for at least four years.

**History:** 1957 c 773 s 1; 1967 c 462 s 1; 1973 c 123 art 5 s 7; 1973 c 654 s 15; 1973 c 680 s 1,3; 1975 c 271 s 6; 1981 c 174 s 1; 1983 c 137 s 1; 1983 c 274 s 18; 1984 c 462 s 27; 1987 c 313 s 1; 1990 c 550 s 2,3; 1991 c 292 art 8 s 12; 1991 c 319 s 22; 1994 c 618 art 1 s 39; 1997 c 154 s 2; 1999 c 227 s 22; 2002 c 379 art 1 s 5; 2004 c 276 s 1; 2004 c 290 s 18; 2007 c 110 s 2; 2007 c 147 art 10 s 15; 2008 c 335 s 1; 2010 c 365 art 1 s 8

Date: 04/26/2011

By: Aaron Backman  
Administrative Services

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**Information**

**Title:**

Proposed Lease Agreement for 7039 Hwy 10 by RM Golf Carts

**Background:**

In March the Economic Development/Marketing Manager was notified that RM Golf Carts needed a new business location to meet its needs. The business owner, Mark Kaufman, indicated that the company leases a portion of the building at 6080 Hwy 10, needs better visibility, and has outgrown its current location in Ramsey. (He also is considering locations in other communities as well). Mr. Kaufman is interested in leasing the City-owned property at 7039 Hwy 10 (also known as the former EZ Tractor site). The City's property (see attached site map) encompasses .81 acres of land on the north side of the highway. The existing 3,100 sq. ft. building has been gutted and is used by Public Works to store equipment.

The owner of RM Golf Carts made a lease proposal re 7039 Hwy 10 to the Economic Development/Marketing Manager on 4/13/11. He would relocate his business to the new location as soon as possible. Mr. Kaufman would be responsible for any leasehold improvements (including constructing a 20 x 40' office area, constructing one bathroom, water and sewer service, insulation, electrical service, installing a furnace, outside lighting and signage). Mr. Kaufman would be spending \$25,000 (plus significant sweat equity) to make the improvements to the City's building. The business would store 80+/- golf carts in the fenced area outside the building.

Mr. Kaufman initially proposed a three-year lease with a rent of \$500 per month in the first year, \$900 per month in the second year, and \$1,400 per month in the third year. RM Golf Carts would be responsible for all utilities and the City would pay the real estate taxes. After further negotiations between Mr. Kaufman and the Economic Development/Marketing Manager, the proposed lease has been changed to a five-year lease with a rent of \$1,050 per month in the first year, \$1,250 per month, and \$1,500 per month thereafter. RM Golf Carts would continue to be responsible for all utilities and the City would continue to pay the real estate taxes. Though the property is currently tax exempt, the estimated real estate taxes for pay 2011 would be \$11,600.

Mr. Kaufman would also like to have the first right to purchase the property if it becomes available in the future. The City acquired the property with \$440,000 in RALF funds in 2006. The current assessed value for 7039 Hwy 10 is \$357,800. It has been communicated to Mr. Kaufman that the property is not for sale at this time.

**Recommendation:**

City staff recommends that City Council consider approving the proposed five-year lease with RM Golf Carts, Inc. The business would like to move ahead with the new location as soon as is practicable.

**Funding Source:**

Any leasehold improvements to to 7039 Hwy 10 would be the responsibility of the tenant.

**Council Action:**

The City Council can move forward with considering the proposed five-year lease at the Regular City Council meeting on 4/26/11.

7039 Hwy 10 Site Map  
RM Golf Carts Proposal  
Proposed Lease Agreement

**Form Review**

**Inbox**

Heidi Nelson

Kurt Ulrich

Form Started By: Aaron Backman

Final Approval Date: 04/21/2011

**Reviewed By**

Heidi Nelson

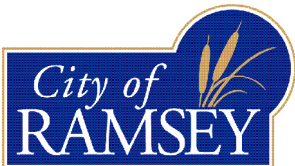
Kurt Ulrich

**Date**

04/21/2011 03:50 PM

04/21/2011 04:22 PM

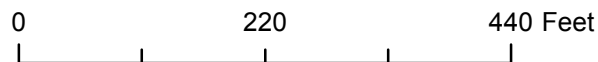
Started On: 04/21/2011 10:16 AM



7039 Highway 10 NW  
Proposed Location for  
RM Golf Carts

**Legend**

-  Site
-  Parcels



# RM GOLF CARTS, INC.

6080 Highway 10

Ramsey, MN 55303

Phone: 763-323-1970, Fax: 763-427-6316

Website: [www.rmgolfcarts.com](http://www.rmgolfcarts.com)



April 13<sup>th</sup> 2011

City of Ramsey  
Attention: Aaron Backman  
7550 Sunwood Drive NW  
Ramsey, MN 55303  
(763) 433-9829

Reference: Property (Easy Tractor Site) North side of HWY 10

Dear Aaron,

I want to start by thanking you personally for all your help and energy in helping us locate and secure a property suitable for our business. We are very excited about this property and are looking forward to staying in the Ramsey area. Below is our proposal on the Easy Tractor Site located on the North side of HWY 10.

RM Golf Carts, Inc. will make the following improvements to the building and site so it is usable;

- 1) We will contact the electrical company and get them to run the main power over to the building and install the meter.
- 2) We will install a 200 amp electrical box / main panel inside the building. Install all necessary wiring and lights inside and out of the building.
- 3) We will insulate the entire inside of the building making it suitable for all climates.
- 4) We will contact the gas company and have them reconnect to the building.
- 5) We will install a main hanging gas furnace (forced air) in the garage for winter.
- 6) We will construct a full working restroom in the building using the existing well and existing septic system located on the property.
- 7) We will build an office in the front of the building approximately 20' X 40' to meet our requirements.
- 8) We will install a forced air furnace blowing into the office for winter use.
- 9) We will also be contacting the electrical company and getting all the outside lights working.
- 10) We will be installing large lettering on the front of the building saying "RM Golf Carts".
- 11) Once we are occupying the property we will be parking Golf Carts, trucks and trailers inside the fenced in area all around the property including on the grassy area; however they will always be neatly parked.

We have contacted different contactors to accomplish the above items, making the property suitable for our business. We are estimating the above items will be costing us between \$20,000.00 - \$25,000.00. This will take between 30-90 days to accomplish.

RM Golf Carts will do the above items at our expense and our proposal for rent / lease is the following;

- 1) We would require a minimum of a three year lease
- 2) For the first 12-months \$500.00 per month
- 3) For the second 12-months \$900.00 per month
- 4) For the third 12-months \$1,400.00 per month
- 5) City of Ramsey covers all taxes
- 6) RM Golf Carts covers all utilities
- 7) RM Golf Carts, Inc. would also like the first right of refusal to purchase the property if the City ever decides to sale this property.

Please get back with me at your earliest opportunity.

Sincerely,

Mark Kaufman

## LEASE AGREEMENT

This Lease Agreement, dated this \_\_\_\_\_ day of April, 2011, (this "Lease") by and between the CITY OF RAMSEY, Anoka County, Minnesota, a Minnesota municipal corporation ("Landlord") and RM GOLF CARTS, Inc., a Minnesota Corporation ("Tenant").

### DEFINITION:

**"Leased Property"**. The commercial building and lot commonly know as 7039, Highway 10, Ramsey, Minnesota and legally described as Lot 2, Block 1, KOVAR ADDITION, Anoka County< Minnesota (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 five years or sixty (60) months commencing on the 1st day of June, 2011 (sometimes called "the Commencement Date") and expiring the 31st day of May, 2016 (sometimes called "Expiration Date"), unless sooner terminated as hereinafter provided.

b. **Early Termination.** Notwithstanding Term described in a) above, Landlord reserves the right to terminate this Lease after the first three year term in the event the City reasonably needs the Leased Property for a U.S. Highway 10 road improvement in conjunction with the Minnesota Department of Transportation. The Landlord will give Tenant a twelve month prior written notice of any lease termination.

#### 2. BASE RENT:

a. **Rent.** Tenant shall pay Landlord, a total monthly rent payment in advance without offset, deduction or demand, as follows:

\$1,050.00	per month on June 1, 2011 and a like amount on each first day of the month thereafter through May 1, 2012; and
\$1,250.00	per month on June 1, 2012 and a like amount on each first day of the month thereafter through May 1, 2013; and
\$1,500.00	per month on June 1, 2013 and a like amount on each first day of the month thereafter through May 1, 2016.

The rent described in paragraph 2. is hereinafter referred to as the "Base Rent".

#### 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, non-structural repair and maintenance of the exterior of

the building all associated with the premises being rented. Failure to pay operating expenses when due shall constitute a default under this lease.

The payment of the sums set forth in this paragraph 3. shall be in addition to the Base Rent payable pursuant to paragraph 2. of this Lease. 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.

The above is sometimes called the "Additional Rent"

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 NW, Ramsey, Minnesota, or such other place as Landlord may designate.

#### **5. UTILITIES:**

Landlord shall provide mains and conduits to supply electricity to the Leased Property. Tenant shall pay, when due, all charges for, garbage disposal, refuse removal, electricity, telephone and/or other utility services or energy source furnished to the Leased Property during the term of this Lease, or any renewal or extension thereof. IN ADDITION Tenant shall be responsible to pay the City of Ramsey's quarterly storm water utility charge. If Landlord elects to furnish any of the foregoing utility services or other services furnished or caused to be furnished to Tenant, then the rate charged by Landlord shall not exceed the rate Tenant would be required to pay to a utility company or service company furnishing any of the foregoing utilities or services. The charges thereof shall be deemed Additional Rent in accordance with paragraph 3. Landlord shall not be liable for, and Tenant shall not be entitled to any abatement or reduction of Base Rent or by reason of Landlord's failure to furnish any of the foregoing utilities, when such failure is caused by accident, breakage, repairs (including replacements), strikes, lockouts or other labor disturbances or labor disputes of any character, or for any other causes.

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

Tenant shall, at all times throughout the term of this Lease, including any renewals and extensions, 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 lighting and equipment, fixtures, motors and machinery including the overhead door's opening systems, all interior walls, partitions, doors and windows, including the regular painting thereof, all exterior entrances, windows and doors and the replacement of all broken glass. Tenant shall keep and maintain all portions of the Leased Property and the sidewalk and areas adjoining the same in a clean and orderly condition, free of accumulation of

dirt, rubbish, snow and ice. Tenant shall be responsible for all outside maintenance of the Leased Property, including grounds and parking areas.

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 32 of this Lease, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other 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.

Landlord shall repair, at its expense, the structural portions of the Leased Property, provided, however, where structural repairs are required to be made by reason of the acts of Tenant, the costs thereof shall be borne by Tenant and payable by Tenant to Landlord upon demand.

**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 and be in compliance with all City of Ramsey sign code regulations.. 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:**

a. **AS IS Condition.** Except as may be expressly modified herein, Tenant leases the Leased Property in an 'AS IS' condition and Landlord shall not be responsible for any repairs or modifications thereto.

b. Except as hereinafter provided, Tenant shall not make any alternation, additions, or improvements in or to the Leased Property or add, disturb or in any way change any plumbing or wiring therein without the prior written consent of Landlord. In the event alterations are required by any governmental agency by reason of the use and occupancy of the Leased Property by Tenant, Tenant shall make such alterations at its own cost and expense after first obtaining Landlord's approval of plans and specifications therefore and furnishing such indemnification as Landlord may reasonably require against liens, costs, damages and expenses arising out of such alterations. Alterations or additions by Tenant must be done in compliance with all laws, ordinances and governmental regulations affecting the Leased Property and Tenant shall warrant to Landlord that all such alterations, additions, or improvements shall be in strict compliance with all relevant laws, ordinances, governmental regulations, and insurance requirements. Construction of such alterations or additions shall commence only upon Tenant obtaining and exhibiting to Landlord the requisite approvals, licenses and permits and indemnification against liens. All alterations, installations, physical additions or improvements to the Leased Property made by Tenant shall at the option of Landlord become the property of Landlord and shall be either removed by Tenant at Tenant's sole cost or surrendered to Landlord upon the termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture

owned by Tenant which may be removed by Tenant at the end of the term if this Lease of Tenant is not then in default.

c. Tenant does have the Landlord's permission to undertake the following actions and or install the following improvements at its expense on/in the building being leased or on the grounds of the Leased Property:

- i. Contact the electrical company and request the main power to service the leased building and install the electric meter.
- ii. Install a 200 amp electrical box/main panel inside the leased building and install all necessary wiring and lights inside and out of the leased building.
- iii. Insulate the entire inside of the leased building making it suitable for all climates.
- iv. Contact the natural gas company and have it reconnect natural gas service to the leased building.
- v. Install a main hanging gas furnace (forced air) in the garage for building heat.
- vi. Construct a full working restroom in the leased building using the existing well and existing septic system located on the Leased Property.
- vii. Construct an office in the front of the leased building approximately 20' x 40' in size including installation of forced air heating in the office area of the 20' x 40' addition.
- viii. Engage an electrical company to repair the outside lighting fixtures
- ix. Subject to Ramsey City Code sign regulations, install large lettering on the front of the leased building saying "RM Golf Carts".

## **9. POSSESSION:**

Except as hereinafter provided Landlord shall deliver possession of the Leased Property to Tenant in the condition required by this Lease on or before the Commencement Date, but delivery of possession prior to or later than such Commencement Date shall not affect the expiration date of this Lease. The rentals herein reserved shall commence on the date when possession of the Leased Property is delivered by Landlord to Tenant. Any occupancy by Tenant prior to the beginning of the term shall in all respects be the same as that of Tenant under this Lease. Landlord shall have no responsibility or liability for loss or damage to fixtures, facilities or equipment installed or left on the Leased Property. If Leased Property is not ready for occupancy by Commencement Date and possession is later than Commencement Date, rent shall

begin on date of possession. If for any reason, Landlord cannot deliver possession of the Leased Property to Tenant by the Commencement Date, in no event shall landlord be subject to any liability for a delay in delivery and such failure shall not affect the validity of this Lease or the obligations of tenant under, and Tenant's remedies for such delay shall be limited to termination of this Lease in the event that Landlord fails to deliver the Leased Property to Tenant within 30 days of the Commencement Date.

**10. SECURITY AND DAMAGE DEPOSIT:**

Tenant contemporaneously with the execution of this Lease, has deposited with Landlord the sum of Three Thousand and 00/100 Dollars (\$3,000.00), 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 two per cent (2%) per annum, as a security and damage deposit for the faithful performance by Tenant during the term hereof or any extension hereof. Prior to the time when Tenant shall be entitled to the return of this security deposit, Landlord may commingle such deposit with Landlord's own funds and to sue such security deposit for such purpose as Landlord may determine. 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 the purposes of sale and storage of golf carts and related equipment and such use by Tenant shall at all times be in full compliance with all applicable laws, ordinances and governmental regulations affecting the and Leased Property. The use shall include outside parking of customer and employee vehicles. Parking of vehicles and equipment shall be permitted only on hard surfaced areas on the Lease Property. The Leased Property shall not be used in such manner that, in accordance with any requirement of law or of any public authority, Landlord shall be obligated on account of the purpose or manner of said use to make any addition or alteration to or in the Leased Property. The Leased Property shall not be used in any manner which will increase the rates required to be paid for public liability or for fire and extended coverage insurance covering 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 otherwise interfere with, annoy or disturb any other Tenant in the Leased Property in its normal business operations or Landlord in its management of the Leased Property. Tenant's use of the Leased Property shall conform to all Landlords' rules and regulations relating to the use of the Leased Property as listed on Exhibit A attached hereto.

## **12. ACCESS TO LEASED PROPERTY:**

The Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the Leased Property at all times during usual business hours for the purpose of inspecting the same and making any necessary repairs to the Leased Property and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar body or that Landlord may deem necessary to prevent waste or deterioration in connection with the Leased Property. Nothing herein shall imply any duty upon the part of Landlord to do any such work which, under any provision of this Lease, Tenant may be required to perform and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. The Landlord may, during the progress of any work in the Leased Property, keep and store upon the Leased Property all necessary materials, tools and equipment. The Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage of Tenant by reason of making repairs or the performance on any work in the Leased Property, or on account of bringing materials, supplies and equipment into or through the Leased Property during the course thereof and the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever.

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 windows or doors in 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. EMINENT DOMAIN:**

In the event of any eminent domain or condemnation proceeding or private sale in lieu thereof in respect to the Leased Property during the term thereof, the following provisions shall apply:

a. **Leased Property Acquired** If the whole of the Leased Property shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date possession shall be taken in such proceeding and all rentals shall be paid up to that date. Notwithstanding the above, Landlord, upon receipt of written notice of a condemnation proceeding regarding the Property being filed in a Court of competent jurisdiction, shall forth with notify Tenant in writing of said Notice. Upon receipt of same, Tenant shall have the right to terminate the Lease upon 30 days written notice to Landlord. Landlord shall provide Tenant a one year notice of any eminent domain or condemnation proceeding or private sale in lieu thereof before possession may be taken by a condemning authority.

b. **Part of Leased Property Acquired.** If any part constituting less than the whole of the Leased Property shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall materially affect the Leased Property so as to render the Leased Property unsuitable for the business of Tenant, then the term of this Lease shall cease and terminate as of the date possession shall be taken by the condemning authority and rent shall be paid to the date of such termination.

In the event of a partial taking or condemnation of the Leased Property which shall not materially affect the Leased Property so as to render the Leased Property unsuitable for the business of Tenant, this Lease shall continue in full force and effect but with a proportionate abatement of the Base Rent and Additional Rent based on the portion if any, of the Leased Property taken. Landlord reserves the right, at its option, to restore the Leased Property to substantially the same condition as they were prior to such condemnation. In such event, Landlord shall give written notice to Tenant within 30 days following the date possession shall be taken by the condemning authority, of Landlord's intention to restore. Upon Landlord's notice of election to restore, Landlord shall commence restoration and shall restore the Leased Property with reasonable promptness, subject to delays beyond Landlord's control and delays in the making of condemnation or sale proceeds adjustment by Landlord; and Tenant shall have no right to terminate this Lease except as herein provided. Upon completion of such restoration, the rent shall be adjusted based upon the portion, if any, of the Leased Property restored.

c. **Tenant Waiver.** Subject to the notice provision in paragraph 13 a. above, in the event of any condemnation or taking as aforesaid, whether whole or partial, Tenant shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award, Tenant hereby expressly waives any right to claim to any part thereof.

d. **Tenant Damages.** Although all damages in the event of any condemnation shall belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Property, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and of or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment. However, Tenant shall have no claim against Landlord or make any claim with the condemning authority of the loss of its leasehold estate, any unexpired term of loss of any possible renewal or extension of said lease or loss of any possible value of said lease, any unexpired term, renewal or extension of said Lease.

#### **14. DAMAGE OR DESTRUCTION:**

In the event of any damage or destruction to the Leased Property by fire or other cause during the term hereof, the following provisions shall apply:

a. **Significant Damages.** If the Leased Property is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Landlord, will equal or exceed thirty percent (30%) of the replacement value of the Leased Property (exclusive of foundations) just prior to the occurrence of the damage, then Landlord may, no later than the

sixtieth (60<sup>th</sup>) day following the damage, give Tenant written notice of Landlord's election to terminate this Lease.

b. **Date of Termination.** In the event Landlord elects to terminate this Lease, it shall be deemed to terminate on the date of the occurrence of damage or destruction and all rentals shall be paid up to that date. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease except for prepaid rent.

Notwithstanding anything contained in this paragraph 14 to the contrary, Landlord shall only be obligated to restore the Leased Property to the extent of the insurance proceeds actually received, but if the insurance proceeds actually received do not permit Landlord to restore the Leased Property, Landlord shall so notify Tenant and either Landlord or Tenant may terminate this Lease by written notice given within 60 days after Landlord's notice. If Landlord restores the Leased Property in accordance with the provisions of this Section, then Tenant shall not have any right to terminate this Lease because of such damage pursuant to (i) any common law rights, (ii) Minnesota Statutes §504.131 as now in effect or as it may be hereafter amended or supplemented, or (iii) any comparable right established by a similar statute.

## 15. CASUALTY INSURANCE:

a. **Landlord and Tenant Obligations.** Landlord shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance with premiums paid in advance issued by an insurance company licensed to do business in the State of Minnesota insuring the Leased Property against loss or damage by fire, explosion or other insurable hazards and contingencies for the full insurance value, provided that Landlord shall not be obligated to insure any furniture, equipment, machinery, goods or supplies not covered by this Lease which Tenant may bring upon the Leased Property or any additional improvements which Tenant may construct or install on the Leased Property. Tenant shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance with premiums paid in advance issued by an insurance company licensed to do business in the State of Minnesota insuring its property of whatever nature against loss or damage by fire, explosion or other insurable hazards and contingencies for the full insurable value of said Tenant's property, including Tenant's improvements to the Leased Property and Tenant's personal Property.

b. **Tenant Restriction.** Tenant shall not carry any stock of goods or do anything in or about the Leased Property which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

c. **Waiver of Liability.** Landlord hereby waives and releases all claims, liabilities and causes of action against Tenant and its agents, servants and employees for loss or damage to, or destruction of, the Leased Property or any portion thereof, including the buildings and other improvements situated thereon, resulting from fire, explosion and other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. Likewise, Tenant hereby waives and releases all claims, liabilities and causes of action against Landlord and its agents, servants and employees for loss or damage to, or destruction of, any of the improvements, fixtures, equipment, supplies, merchandise and other Leased Property, whether that of Tenant or of others, upon or about the Leased Property

resulting from fire, explosion or the other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. The waiver shall remain in force whether or not Tenant's insurer shall consent thereto.

d. **Tenant Payment.** In the event that the use of the Leased Property by Tenant increases the premium rate for insurance carried by Landlord, Tenant shall pay Landlord, upon demand, the amount of such premium increase. If tenant installs any electrical equipment that overloads the power lines to the building or its wiring, Tenant shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriter, insurance rating bureau and governmental authorities having jurisdiction.

## **16. 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, and \$500,000.00 with respect to damage to Leased Property. 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.

## **17A. 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 or any guarantor of this Lease 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 or any such guarantor 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. Upon each such subletting all rentals received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and costs of such alterations and repairs; third, to the payment of the rent due and unpaid payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, possession of the Leased Property by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time after such re-entry and reletting elect to terminate this Lease for any such breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Property, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term, minus the amount of rental loss which Tenant proves could have been reasonably avoided, all of which amounts shall be immediately due and payable from Tenant to Landlord. Landlord shall also be entitled to any other amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to comply with the requirements of this Lease.

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. **Waiver of Rights of Redemption.** Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Property, by reason of the violation by Tenant of any of the covenants or conditions of this Lease, or otherwise. Tenant also waives any demand for possession of the Leased Property,

and any demand for payment of rent and any notice of intent to re-enter the Leased Property, or of intent to terminate this Lease, other than the notices above provided in this paragraph, and waives any and every other notice or demand prescribed by any applicable statutes or laws.

f. **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.

#### **17B. DEFAULT OF LANDLORD:**

**Landlord Payment.** In the event suit shall be brought for by the Tenant because of the breach of any covenant herein contained on the part of Landlord to be kept or performed, and a breach shall be established, Landlord shall pay to Tenant all expenses incurred therefore, including a reasonable attorney's fees, together with interest on all such expenses at a reasonable rate of interest from the date of such breach of the covenants of this Lease.

#### **18. 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, specifically including the owners who are renting space in the Leased Property for the storage of boats, RV vehicles and other similar type recreation equipment and vehicles stored in the Leased Property, (i) occurring in 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; (b) any loss or damage, however caused, to books, records, computer or other electronic equipment or data or media, files, artwork, money, securities, negotiable instruments or papers in the Leased Property; (or (c) any loss or damage resulting from interference with or obstruction of deliveries to or from the Leased Property caused 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.

**19. NON-LIABILITY:**

Subject to the terms and conditions of paragraph 14 hereof, Landlord shall not be liable for damage to any property of Tenant or of others located on the Leased Property, specifically including the owners who are renting space in the Leased Property for the storage of boats, RV vehicles and other similar type recreation equipment and vehicles stored in the Leased Property, not 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 injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Property or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by Tenants or persons in 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. Landlord shall not be liable for any latent defect in the Leased Property. 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.

**20. ASSIGNMENT OR SUBLETTING:**

Tenant agrees to use and occupy the Leased Property throughout the entire term hereof for the purpose or purposes herein specified and for no other purposes, in the manner and to substantially the extent now intended, and not to assign, sublet, license, concession or otherwise transfer this Lease or Tenant's rights in the Leased Property, or any part thereof, whether by voluntary act, operation of law, or otherwise, without obtaining the prior written consent of Landlord in each instance. Tenant shall seek such consent of Landlord by a written request therefore, setting forth such information as Landlord may deem necessary. Landlord agrees not to withhold consent unreasonably. Consent by Landlord to any assignment of this Lease or to any subletting of the Leased Property shall not be a waiver of Landlord's rights under this paragraph as to any subsequent assignment or subletting. Landlord's rights to assign this Lease

are and shall remain unqualified. No such assignment or subleasing shall relieve Tenant from any of Tenant's obligations in this Lease contained, nor shall any assignment or sublease or other transfer of this Lease be effective unless the assignees, subtenant or transferee shall at the time of such assignment, sublease or transfer, assume in writing for the benefit of Landlord, its successors or assigns, all of the terms, covenants and conditions of this Lease thereafter to be performed by Tenant and shall agree in writing to be bound thereby. Should Tenant sublease in accordance with the terms of this Lease, fifty percent (50%) of any increase in rental received by Tenant over the per square foot rental rate which is being paid by Tenant shall be forwarded to and retained by Landlord, which increase shall be in addition to the Base Rent and Additional Rent due landlord under this Lease.

**21. ATTORNMENT:**

In the event of any sale, transfer or assignment of Landlord's interest in the Leased Property, or this Lease, or if the Leased Property comes into custody or possession of a mortgagee or any other party whether because of a mortgage foreclosure, or otherwise, Tenant shall attorn to such assignee or other party and recognize such party as Landlord hereunder; provided, however, Tenant's peaceable possession will not be disturbed so long as Tenant faithfully performs its obligations under this Lease. Tenant shall execute, on demand, any attornment agreement required by any such party to be executed, containing such provisions and such other provisions as such party may require.

**22. NOVATION IN THE EVENT OF SALE:**

In the event of the sale of the Leased Property, Landlord shall be and hereby is relieved of all of the covenants and obligations created hereby accruing from and after the date of sale, and such sale shall result automatically in the purchaser assuming and agreeing to carry out all the covenants and obligations of Landlord herein. Notwithstanding the foregoing provisions of this paragraph, Landlord, in the event of a sale of the Leased Property, shall cause to be included in the agreement of sale and purchase a covenant whereby the purchaser of the Leased Property assumes and agrees to carry out all of the covenants and obligations of Landlord herein.

The Tenant agrees at any time and from time to time upon not less than ten (10) days prior written request by Landlord to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect as modified and stating the modifications, and the dates to which the basic rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the fee or mortgagee or assignee of any mortgage upon the fee of the Leased Property. In the event that Tenant fails to execute and return the estoppel certificate within such ten (10) day period, the holder of such encumbrance shall be entitled to rely, as against the Tenant, that: (i) this Lease is in full force and effect, without amendment except as specified by the Landlord, (ii) Tenant has no offsets against rent nor any defenses to Tenant's performance under this Lease, (iii) Tenant has no right to any offset or defenses to the payment of rent, and (iv) Tenant has not paid any rental under this Lease more than six months in advance.

**23. SUCCESSORS AND ASSIGNS:**

The terms, covenants and conditions hereof shall be binding upon and inure to the successors and assigns of the parties hereto.

**24. REMOVAL OF FIXTURES:**

Notwithstanding anything contained in paragraph 8, paragraph 29 or elsewhere in this Lease, if Landlord requests then Tenant will promptly remove at the sole cost and expense of Tenant all fixtures, equipment and alterations made by Tenant simultaneously with vacating the Leased Property and Tenant will promptly restore the Leased Property to the condition that existed immediately prior to said fixtures, equipment and alterations having been made all at the sole cost and expense of Tenant.

**25. 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.

**26. RECORDING:**

Tenant shall not record this Lease without the written consent of Landlord. However, upon the request of either party hereto, the other party shall join in the execution of the Memorandum lease for the purposes of recordation. Said Memorandum lease shall describe the parties, the Leased Property and the term of the Lease and shall incorporate this Lease by reference.

**27. 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.

**28. 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 broom-clean 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 trade fixtures, 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. All alterations, additions, improvements and fixtures (other than trade fixtures) which shall have been made or installed by Landlord or Tenant upon the Leased Property and all floor covering so installed shall at the

option of Landlord remain upon and be surrendered with the Leased Property as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of this Lease. 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.

**29. 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.

**30. ABANDONMENT:**

In the event Tenant shall remove its fixtures, equipment or machinery or 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.

**31. 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.

**32. 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 6080 Highway 10, Ramsey, Minnesota 55303, and to Landlord at the address then fixed for the payment of rent as provided in paragraph 4 of this Lease, 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.

**33. RULES AND REGULATIONS:**

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

### 34. 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.

### 35. 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.

e. **No Personal Obligations.** The obligations of Landlord under this Lease do not constitute the personal obligations of the individual officers or employees of Landlord. If Landlord shall fail to perform any covenant, term or condition of this Lease required of landlord, Tenant shall be required to deliver to Landlord written notice of the same. If, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Leased Property and out of rent or other income from the Leased Property receivable by Landlord, or out of consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title or interest in the Leased Property, and no action for any deficiency may be sought or obtained by Tenant.

### **36. 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 A 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.

### **37. 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 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.

**38. 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.

**39. ATTACHMENTS:**

See the Exhibits attached hereto and made a part hereof.

<u>Exhibit</u>	<u>Description</u>
Exhibit A	Leased Property Rules and Regulations
Exhibit B	Graphic Depiction of Leased Property
Exhibit C	Lease Guarantee by Mark Kaufman

**40. SUBMISSION:**

Submission of this instrument to Tenant or proposed Tenant or its agents or attorneys for examination, review, consideration or signature does not constitute or imply an offer to lease, reservation of space, or option to lease, and this instrument shall have no binding legal effect until execution hereof by both Landlord/Owner and Tenant or its agents.

**41. LEASE GUARANTEE:**

This Lease shall not be a valid legally binding agreement between the parties hereto until the Lease Guarantee by Mark Kaufman, attached hereto as Exhibit C has been signed by said Mark Kaufman.

**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:**

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

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

**TENANT:**

**RM Golf Carts, Inc., a Minnesota  
Limited Liability Company**

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

**ATTEST:**

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

**EXHIBIT A**  
**TO LEASE AGREEMENT**  
**DATED April\_\_\_\_\_, 2011**

**LEASED PROPERTY RULES AND REGULATIONS**

1. 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, 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 assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Leased Property closed and secured after normal business hours.

3. Tenant shall comply with all applicable federal, state and municipal laws, ordinances and regulations, and building rules 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.

4. The Leased Property shall not be used for cooking (as opposed to heating of food), lodging, sleeping or for any immoral or illegal purpose.

5. Unless expressly permitted by Landlord, no additional locks or similar devices shall be attached to any door or window and no keys other than those provided by Landlord shall be made for any door. If more than two keys for one lock are desired by Tenant, Landlord may provide the same upon payment by Tenant. Upon termination of this Lease or of Tenant's possession, Tenant shall surrender all keys of the Leased Property and shall explain to Landlord all combination locks on safes, cabinets and vaults.

6. The restrooms, drinking fountains and other plumbing fixtures shall not be used for any purpose other than for which they are constructed, and no sweepings, rubbish, rags, coffee grounds or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by Tenant who, or whose employees, agents, visitors or licensees have caused same. No person shall waste water by interfering or tampering with the faucets or otherwise.

7. Tenant shall be responsible for any damage to the building or the Leased Property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Leased Property, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

8. 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.

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

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

11. Tenant shall be responsible for all repair and maintenance of mechanical systems and devices if any associated with the Leased Property, including, but not limited to the electrical system, and the garage door opening system.

12. Alterations of any nature to the Leased Property by Tenant costing in excess of \$3000.00 shall require written approval of Landlord. Such approval shall be at the sole discretion of Landlord. 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.

13. 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.

14. 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. 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.

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

## EXHIBIT C

### LEASE GUARANTY

The undersigned (“Guarantor”) in consideration of, and in order to induce **City of Ramsey**, a Municipal corporation (“Landlord”) to enter into the attached Lease with **RM Golf Carts, Inc.**, a Minnesota Corporation (“Tenant”) does hereby unconditionally guarantee to Landlord and Landlord’s heirs, successors and assigns the payment of rent and the performance of all obligations expressed as to be performed by Tenant under the terms and provisions of the Lease, including payment of damages for any breach of the Lease, and any liability of Tenant accruing under the Lease for any period preceding as well as any period following the term of the Lease (collectively, the “Lease Obligations”). The Guarantor’s obligation under this Guaranty shall extend through the term of the Lease, and any renewals, extensions or holdovers thereof, and shall be binding upon Guarantor’s heirs, successors and assigns.

Whether or not any existing relationship between the Guarantor and Tenant has been changed or ended and whether or not this Guaranty has been revoked, Landlord may, but shall not be obligated to, enter into transactions resulting in the modification, creation or continuance of the Lease Obligations, without any consent or approval by Guarantor and without any notice to Guarantor. The liability of Guarantor shall not be affected or impaired by any of the following acts or things (which Landlord is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty): (i) any one or more extensions or renewals of the Lease Obligations (whether or not for longer than the original period) or any modification of the contractual terms applicable to the Lease Obligations; (ii) any waiver or indulgence granted to Tenant, any delay or lack of diligence in the enforcement of the Lease obligations, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any other person liable in respect of any of the Lease Obligations; (iii) the assertion by Landlord of any right or remedy available under the Lease, including without limitation the termination thereof; (iv) any full or partial release of, settlement with, or agreement not to sue, Tenant or any other guarantor or other person liable in respect of any of the Lease Obligations; or (v) any release or discharge of Tenant in any creditors’, receivership, bankruptcy or other proceeding; the impairment, limitation or modification of any liability of Tenant or remedy against Tenant in any such proceeding; or the rejection, disaffirmance, disallowance or the like of the Lease or this Guaranty in any such proceeding.

The Guarantor hereby waives notice of acceptance hereof, or any action taken or omitted in reliance hereof, or of any default of Tenant under the Lease. Guarantor hereby further waives any requirement that Landlord first exhaust or pursue Landlord’s remedies available under the Lease or any other guaranty or security for Tenant’s obligations under the Lease before Landlord proceeds directly, and recovers, against the Guarantor.

Guarantor will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation available to Guarantor against any person liable for payment of the Lease Obligations, or as to any collateral security therefore, unless and until all of the Lease Obligations shall have been fully paid and discharged.

The Guarantor agrees to pay all costs and expenses, including reasonable attorney’s fees, incurred by Landlord in connection with the protection, defense or enforcement of this Guaranty.

April \_\_\_\_\_, 2011

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Mark Kaufman

**CC Work Session**

**Item #: 3. 1.**

**Date: 04/26/2011**

**By:** Jo Thieling  
Administrative Services

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**Information**

**Title:**

Review Future Work Session Topics/Calendar

**Background:**

Attached is the list of Future Topics/Calendar for Council review and information.

**Funding Source:**

N/A

**Council Action:**

No formal action necessary - for review and informational purposes only.

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**Attachments**

Future Topics/Calendar

**Form Review**

**Inbox**

Kurt Ulrich

Form Started By: Jo Thieling

Final Approval Date: 04/21/2011

**Reviewed By**

Jo Thieling

**Date**

04/21/2011 02:39 PM

Started On: 04/21/2011 12:43 PM

**Work Session Calendar  
2011**

<b>Month</b>	<b>Date</b>	<b>Topics for Discussion</b>
May	3	<ul style="list-style-type: none"> <li>• Emergency Operations Plan – <i>allow approximately one hour</i> (Dean K)</li> <li>• Review Code Enforcement and Abatement Level of Service (HN) – <i>allow approximately ½ hour discussion</i></li> <li>• Review Dangerous Dog Ordinance and Signage w/re to Dog Park</li> <li>• Review Appraisal for Former Municipal Center (KU/DK)</li> <li>• EPB Work Plan (Chris A.)</li> </ul>
May	10	<ul style="list-style-type: none"> <li>• Interview Planning Firms (TG)</li> </ul>
Others on List – including 2011 Strategic Planning Items		<ul style="list-style-type: none"> <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 – <b>Slated for Joint CC &amp; Planning – June 2</b></li> <li>• Seek feedback from developers re process, regulations, standards &amp; fees - research our fees vs. other cities’ fees – <b>Slated for Joint CC &amp; Planning – June 2</b></li> <li>• Review development fees and standards regarding construction</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 – <b>Slated for Joint CC &amp; Planning – June 2</b></li> <li>• Coordinate COR marketing and City marketing</li> <li>• Create Master Plan 167<sup>th</sup> Avenue/Highway 47 – plan for redevelopment – <b>Discuss after Joint Meeting between CC &amp; EDA</b></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> <li>• Establish position on TH #47 South of Bunker to Highway #10</li> </ul>

		<ul style="list-style-type: none"><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 – <b>to be discussed at April 26 Finance Committee</b><ul style="list-style-type: none"><li>○ Delinquent Accounts – <b>Part of Finance Committee discussion – 4/26</b></li><li>○ Updating Billable Time Procedure – <b>Part of Finance Committee discussion – 4/26</b></li></ul></li></ul>
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