

City of Ramsey
Agenda
Housing and Redevelopment Authority (HRA)
Regular Session
Tuesday December 13, 2011
Immediately following City Council meeting
Council Chambers, 7550 Sunwood Drive NW

1. **Call to Order**
2. **Citizen Input**
3. **Approve Agenda**
4. **Approve Minutes**
5. **HRA Business**
 1. Consider Waiving/Not Waiving Statutory Tort Limits
 2. Adopt Resolution Amending and Approving 2012 HRA Levy
 3. Update on Sunwood Realignment Feasibility Study and Authorization to Proceed with Appraisals
 4. Consider First Amendment to Development Management Contract
6. **Executive Director's Report**
7. **Commissioner Input**
8. **Adjournment**

HRA Regular Session

5. 1.

Meeting Date: 12/13/2011

By: Diana Lund, Finance

Title:

Consider Waiving/Not Waiving Statutory Tort Limits

Background:

The City of Ramsey annually renews its property, casualty and liability insurance coverage with the League of Minnesota Cities. As part of this renewal process, the HRA is required to pass a resolution waiving or not waiving the statutory tort limits for its liability coverage. A form is required to be filed for the City and HRA.

Attached is the Liability Coverage Waiver Form that is required to be signed after HRA approval of a resolution indicating whether the City chooses to waive or not waive the statutory tort limits. If the HRA were to waive the statutory limits, additional insurance would need to be purchased by the City to cover the increased liability. This increased liability has not currently been budgeted for, nor has the City waived the tort limits in the past.

If the HRA was to consider waiving the tort limits and purchasing additional insurance coverage, staff would request rates for the increased coverage for 2011 and bring them back for consideration at a future regularly scheduled meet of the HRA along with budget considerations.

Recommendation:

Staff recommends that the HRA adopt the resolution not waiving the Statutory Tort Limits for Liability Coverage.

MN state liability limits are \$500,000/\$1,500,000.

Funding Source:

N/A

Council Action:

Adopt Resolution #HRA-11-12-XXX Not Waiving the Statutory Tort Limits for League of Minnesota Cities Insurance Trust Liability Coverage for the City of Ramsey.

Attachments

Tort Limits

Liability Waiver Form

Form Review

Inbox
Heidi Nelson

Reviewed By
Heidi Nelson

Date

12/08/2011 01:40 PM

Form Started By: Diana Lund

Started On: 12/05/2011 07:51 AM

Final Approval Date: 12/08/2011

Commissioner introduced the following resolution and moved for its adoption:

RESOLUTION #HRA-11-12-XXX

RESOLUTION NOT TO WAIVE STATUTORY TORT LIMITS FOR LMCIT LIABILITY COVERAGE

WHEREAS, city staff has reviewed the impacts of waiving and not-waiving statutory tort limits for liability insurance with the League of Minnesota Cities Insurance Trust; and

WHEREAS, the HRA has determined it is in the best interest of the City to not waive the statutory tort limits for liability insurance with LMCIT.

NOW THEREFORE, BE IT RESOLVED BY THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA:

- 1) That the HRA of the City of Ramsey does not waive the statutory tort limits for LMCIT liability coverage.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey HRA this the 13th day of December, 2011.

Chairperson David Jeffrey

ATTEST:

HRA Executive Director Heidi A. Nelson

SECTION I: LIABILITY COVERAGE WAIVER FORM

Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

- o *If the city does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000. on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether or not the city purchases the optional excess liability coverage.
- o *If the city waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$1,500,000. on a single occurrence. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$1,500,000., regardless of the number of claimants.
- o *If the city waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

This decision must be made by the city council. **Cities purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage.** For further information, contact LMCIT. You may also wish to discuss these issues with your city attorney.

_____ accepts liability coverage limits of \$_____ from the League of Minnesota Cities Insurance Trust (LMCIT).

Check one:

- The city **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.
- The city **WAIVES** the monetary limits on tort liability established by Minnesota Statutes 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council meeting _____

Signature _____ Position _____

Return this completed form to LMCIT, 145 University Ave. W., St. Paul, MN. 55103-2044

HRA Regular Session

5. 2.

Meeting Date: 12/13/2011

By: Diana Lund, Finance

Title:

Adopt Resolution Amending and Approving 2012 HRA Levy

Background:

A proposed levy in the amount of \$368,549 was adopted at the September 13, 2011 HRA meeting. Staff was notified by the County that the maximum levy allowable was \$368,532 (difference of \$17) and that a new resolution will need to be adopted with the correct amount.

As the HRA may formally adopt its final levy in September (which was the intention), this is strictly a housekeeping item with the County.

Recommendation:

Adopt resolution amending and approving the 2012 HRA Levy in the amount of \$368,532.

Funding Source:

HRA budget is supported by the HRA tax levy and possible future land sales in th COR area.

Council Action:

Motion by Commissioner_____ and seconded by Commissioner_____ to adopt Resolution #HRA-11-12- authorizing the amendment and approval of the proposed 2012 HRA levy in the amount of \$368,532.

Attachments

Amended Resolution HRA Levy

Form Review

Inbox
Heidi Nelson

Reviewed By
Heidi Nelson

Form Started By: Diana Lund

Date

12/08/2011 01:40 PM

Started On: 12/05/2011 07:52 AM

Final Approval Date: 12/08/2011

Commissioner introduced the following resolution and moved for its adoption:

RESOLUTION #HRA-11-12-XXX

A RESOLUTION ESTABLISHING A HRA PROPERTY TAX LEVY PAYABLE IN 2012 UNDER MINNESOTA STATUTES CHAPTER 469

WHEREAS, on March 8, 2005, the Ramsey City Council adopted Resolution #05-03-072 to establish a Housing and Redevelopment Authority, in and for the City of Ramsey; and

WHEREAS, the proposed HRA budget for 2012 includes expenditures for staff, training, consulting and professional services related to the development and marketing of the COR.

WHEREAS, pursuant to Minnesota Statutes 469, the Housing and Redevelopment Authority has the power to establish a property tax levy as a funding source for qualifying activities; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AND REDEVELOPMENT AUTHORITY, IN AND FOR THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

1. That a HRA property tax, payable in 2012, be levied in the amount of \$368,532. The Statutory maximum levy allowed is \$368,532 (.0185% of total taxable market value of \$1,992,064,900).

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Housing and Redevelopment Authority Board of Commissioners this the 13st day of December 2011.

Chairperson

ATTEST:

HRA Executive Director

HRA Regular Session**5. 3.****Meeting Date:** 12/13/2011**By:** Heidi Nelson, Administrative Services

Title:

Update on Sunwood Realignment Feasibility Study and Authorization to Proceed with Appraisals

Background:

Work on the Feasibility Study for the Sunwood Drive Realignment project is progressing. An update was provided to the Public Works Committee earlier this evening and the draft Feasibility Study is attached to this case for review. The draft Feasibility Study will be reviewed with the HRA during the meeting. It is planned that the Feasibility Study will come back to the Public Works Committee in January with a financing plan defined.

One component of the cost of the project is the potential right-of-way costs associated with the properties on the west side of Armstrong Boulevard. Staff has reviewed the appraisals that were conducted on the properties west of Armstrong in 2006 for the proposed Ramsey Crossings project. Staff recommends proceeding with new appraisals for three parcels west of Armstrong Boulevard for potential full or strip acquisition to facilitate the Sunwood Realignment and the eventual Armstrong Interchange project. To that end, staff solicited proposals from two firms to conduct the appraisals. The proposals are attached for review.

The three parcels to be appraised include:

8020 147th Avenue NW
14590 Armstrong Boulevard NA
8019 146th Avenue NW

Notification:

No notification required for this review.

Observations:**Recommendation:**

Staff recommends that the HRA review the Feasibility Study and provide comment. Staff further recommends that the HRA authorize the proposal from Hosch Appraisal and Consulting in an amount not to exceed \$13,500.

Funding Source:

HRA Fund Balance until such time land proceeds are available from sale of retail parcels.

Council Action:

Review the Feasibility Study and provide comment. Authorize the proposal from Hosch Appraisal and Consulting in an amount not to exceed \$13,500.

Attachments

LPS Sunwood Drive Feasibility Study

WSB Sunwood Drive Feasibility Study

Site Map

Hosch Proposal

Integra Proposal - Total

Integra Proposal - Partial

Integra - MPLS Office Profile

Form Review

Inbox	Reviewed By	Date
Darren Lazan	Darren Lazan	12/08/2011 01:44 PM
Heidi Nelson (Originator)	Heidi Nelson	12/08/2011 01:47 PM
Heidi Nelson (Originator)	Heidi Nelson	12/08/2011 03:17 PM
Form Started By: Heidi Nelson		Started On: 12/08/2011 10:18 AM
	Final Approval Date: 12/08/2011	

City of Ramsey



Preliminary Engineering Report

Sunwood Drive

Ramsey, Minnesota

Project Number RAM11008

Preliminary Engineering Report
for
Sunwood Drive
Ramsey, Minnesota

City Council Meeting Date: December 13, 2011

Project Number: RAM11008

Mayor: Bob Ramsey

*Council Members: Randy Backous
David Elvig
Colin McGlone
Sarah Strommen
Jason Tossey
Jeff Wise*

Administrator: Kurt Ulrich

Public Works Director: Brian Olson

City Engineer: Tim Himmer

I hereby certify that this report was prepared by me or under my direct supervision and that I am duly Licensed Professional Engineer under the laws of the State of Minnesota.

Robert G. Schunicht, P.E.

Date: December 6, 2011 Reg. No. 12105



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DRAFT



Introduction

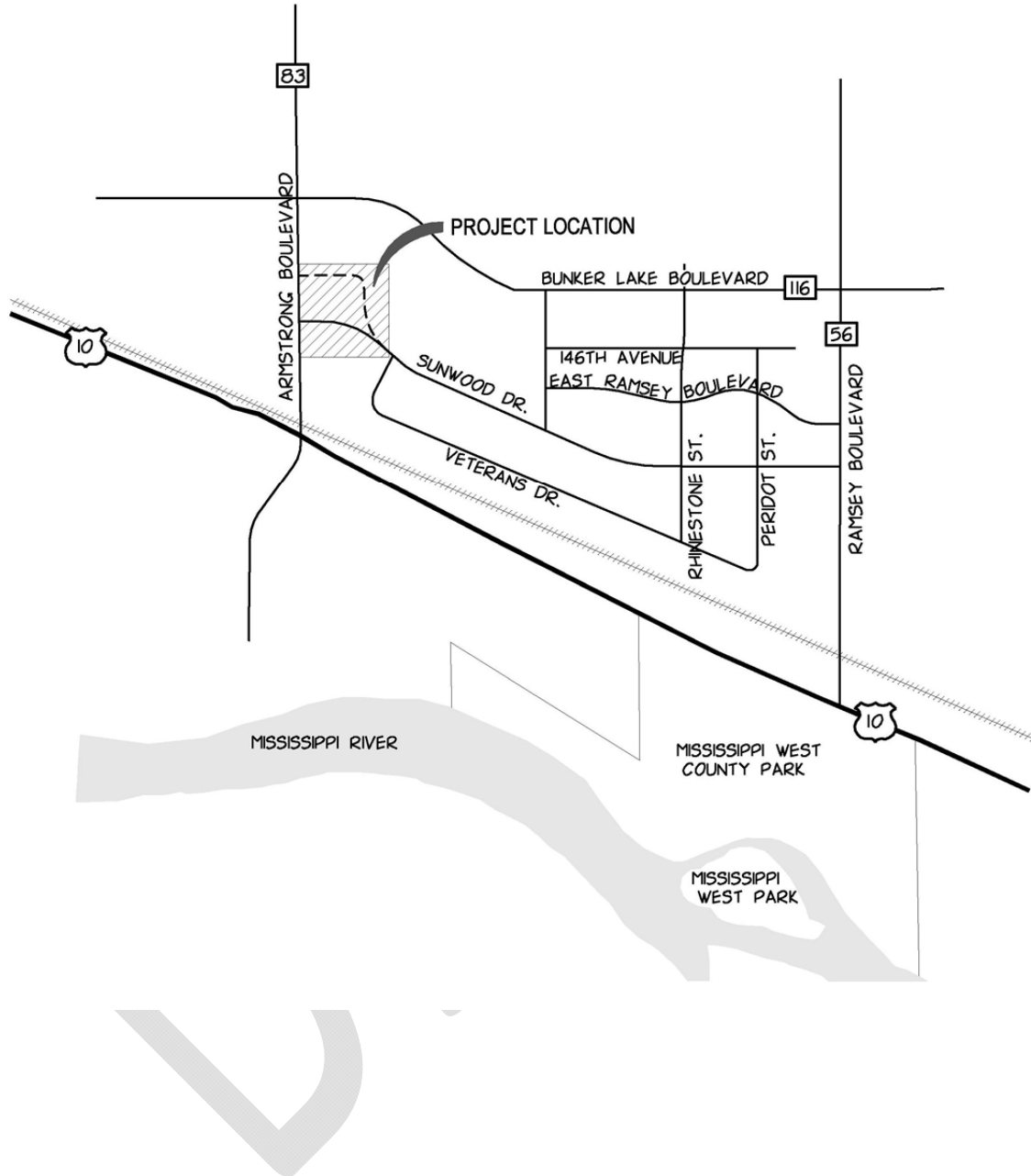
Landform has completed a feasibility study and prepared this Preliminary Engineering Report for the realignment of the western portion of Sunwood Drive.

Sunwood Drive is a collector street that runs in an east/west direction through the southern portion of The COR connecting Ramsey Boulevard to Armstrong Boulevard. The new TH10/Armstrong Interchange creates a substantial grade differential at the current location of the Armstrong/Sunwood intersection. Because of this grade differential, it is necessary to realign Sunwood Drive to a connection point further north along Armstrong Boulevard. Figure 1 shows the location of Sunwood Drive and the needed realignment. Sunwood Drive is also shown on Development Plan 5.03 for The COR, which is reproduced on page 3 (Figure 2). The location of the new Armstrong/Sunwood intersection was determined based on the new Armstrong Boulevard grades, spacing between the intersections on Armstrong Boulevard and maximizing the development potential of the western portion of The COR.

The feasibility study also included an update of traffic generation in The COR based on Development Plan 5.03 and an operational analysis of a roundabout at the intersection of realigned Sunwood Drive and Ramsey Parkway. These studies are presented in the Appendices and summaries are presented in the following section of this Preliminary Engineering Report.

This report coordinates with the work being done by WSB & Associates, Inc. on the new intersection of Armstrong Boulevard and Sunwood Drive. That intersection project is advance construction of a portion of the 10/83 project.

Figure 1: Project Location Map



Design Considerations

Traffic and Roundabout Analysis

Revising of The COR resulted in some of the residential land in the western portion of The COR being converted to commercial/retail in order to provide a better balance of land uses and to align the development with the current marketplace. Some additional changes were made in the remainder of the undeveloped areas, including the creation of Lake Ramsey. These changes are reflected in Development Plan 5.03.

As part of this feasibility study, traffic generation forecasts were prepared based on Development Plan 5.03. In addition, this analysis provided traffic forecasts necessary for the design of the realignment of Sunwood Drive. The COR Traffic Generation Report, prepared by Spack Consulting, is presented in Appendix A. The report indicates Development Plan 5.03 will result in a 12.8% increase in traffic at build-out of The COR. A summary of the forecasts is presented in Table 1.

Figure 2: Development Plan 5.03





Table 1: Traffic Forecast Summary

Traffic Forecast Summary (Build-out/2030)	
Item	Amount (vehicles/day)
COR Daily Traffic	57,700
COR AM Peak	3,700
COR PM Peak	5,600
North/South Sunwood	9,300
East/West Sunwood	16,500-18,900

The Traffic Generation Report will also be used in the update of The COR’s Alternative Urban Areawide Review (AUAR). The report supports the conclusion that the traffic generated by The COR Development Plan 5.03 does not represent a significant change in the AUAR Mitigation Plan and that a comprehensive update of the original RTC Traffic Study is not necessary.

The focal point of the western portion of The COR is the intersection of Sunwood Drive and Ramsey Parkway. This intersection is main entrance from Armstrong Boulevard and distributes the majority of traffic entering The COR from the west. The location of this intersection was established to maximize the development potential of the adjacent area.

Two options were investigated for this intersection. These included a signalized intersection and a roundabout. The results of the investigation are presented in Appendix B in a report by Ourston Roundabout Engineering titled *Operation Analysis-Ramsey Parkway and Sunwood Drive*. The report concludes that a roundabout will function best at this intersection. A roundabout is recommended for the following reasons:

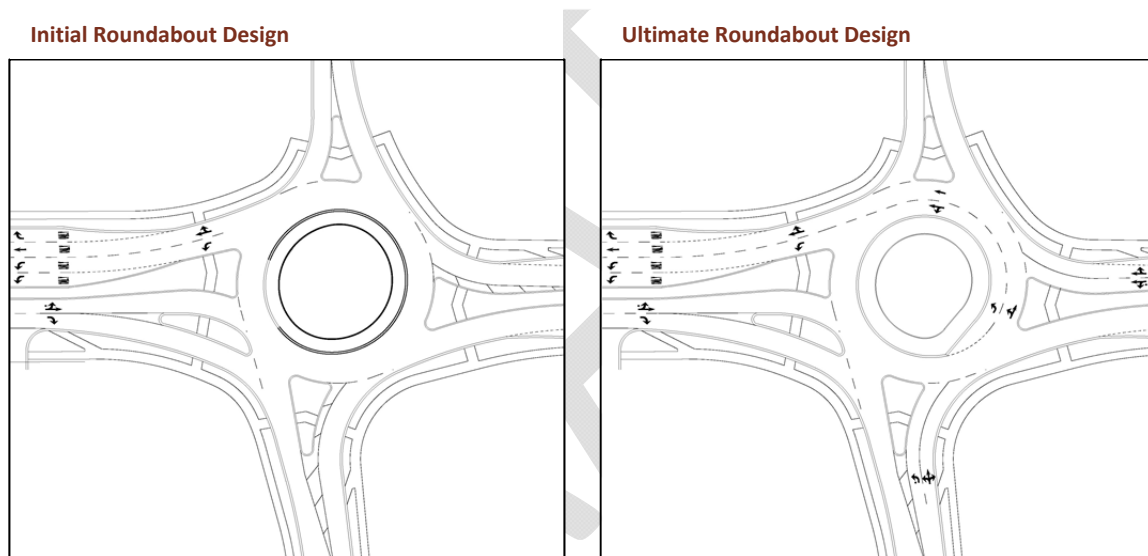
- Better operational performance with lower overall delays
- Improved coordination with the signal on Armstrong Boulevard
- Improved safety through eliminating potential conflict points
- Safer for pedestrians due to reduction in vehicle speeds
- Enhanced aesthetics and opportunity for The COR monumentation provided by the center island
- Environmental benefits provided by the lower traffic delays
- Elimination of traffic signal operation costs

The recommended roundabout design is presented in Figure 3. The design accommodates the build-out traffic forecasts presented in Table 1. The recommended initial roundabout is essentially a single lane facility with two added features to increase capacity and improve coordination with the signal on Armstrong Boulevard. The roundabout features a partial right turn lane, with a yield to traffic in the roundabout, to facilitate traffic turning right onto southbound Sunwood Drive. It also widens for traffic

exiting to the west on Sunwood Drive to facilitate movement into the left turn lanes which is the critical movement through the Armstrong/Sunwood intersection. The roundabout is designed to accommodate 18-wheel truck traffic (WB65).

The roundabout was also analyzed to determine its capacity to handle traffic volumes that exceed the projected build-out forecasts. The proposed enhanced single lane roundabout can handle traffic volumes that are 43% greater than the build-out forecasts. The proposed roundabout can also be easily modified to a full two lane roundabout that would be able to accommodate volumes 63% greater than the build-out forecasts. Figure 2 also shows the improvements that would be needed to construct the full two lane roundabout if The COR generates traffic in excess of current projections.

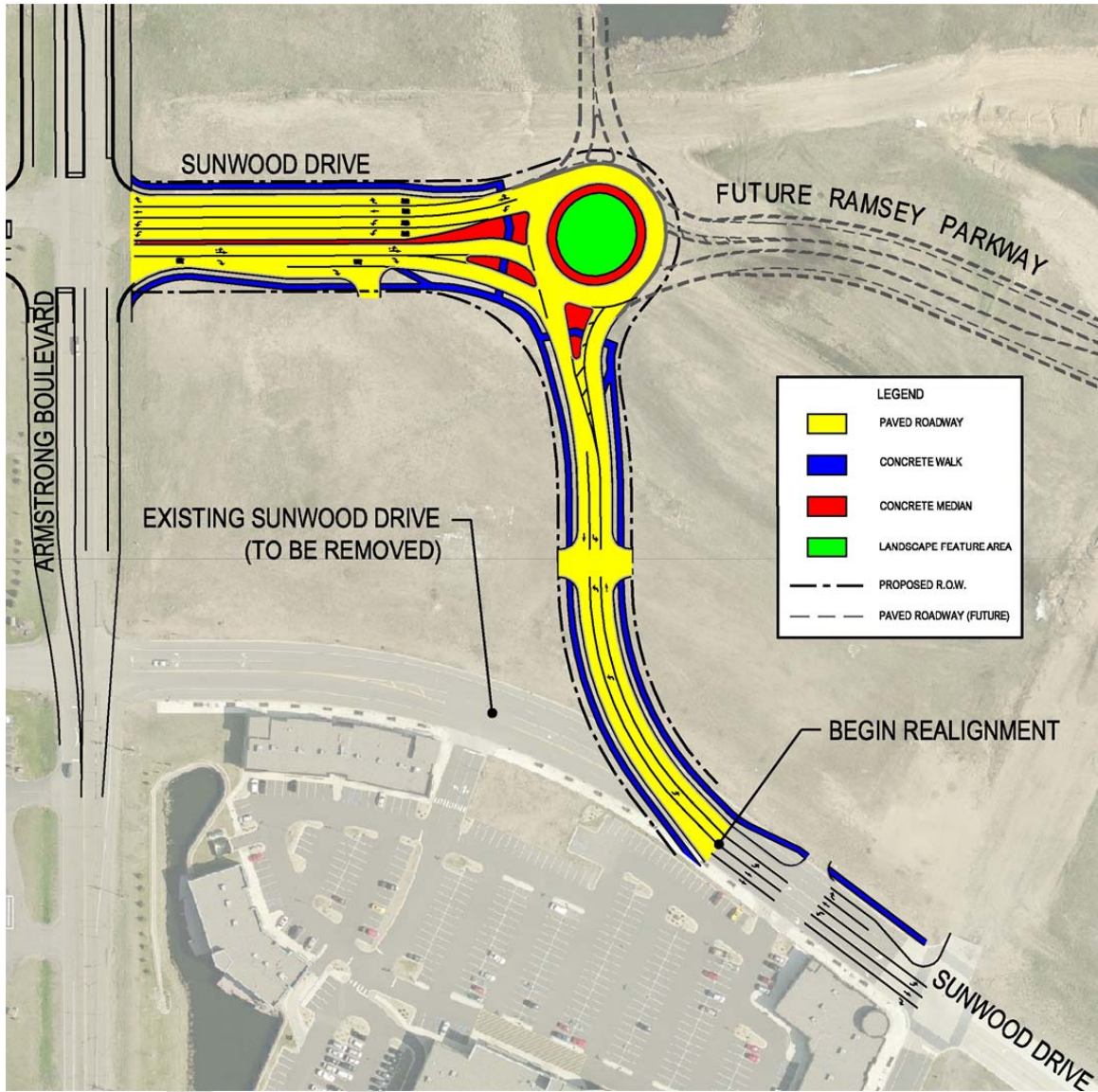
Figure 3: Initial and Ultimate Roundabout Design (Ourston Roundabout Engineering)



Sunwood Drive

Sunwood Drive is a Municipal State Aid (MSA) collector street. It runs in an east/west direction through the southern portion of The COR connecting Ramsey Boulevard to Armstrong Boulevard. The current Armstrong/Sunwood intersection needs to be closed because of the grade differential that will be created by the TH10/Armstrong Interchange. The new location for the Armstrong/Sunwood intersection is further north along Armstrong Boulevard near the point where the extension of Ramsey Parkway was originally planned to intersect. The new Armstrong/Sunwood intersection improves the traffic flow on Armstrong Boulevard and into The COR by consolidating traffic at a single, better located intersection than originally proposed in the RTC plans. The proposed realignment of Sunwood Drive is presented in Figure 4.

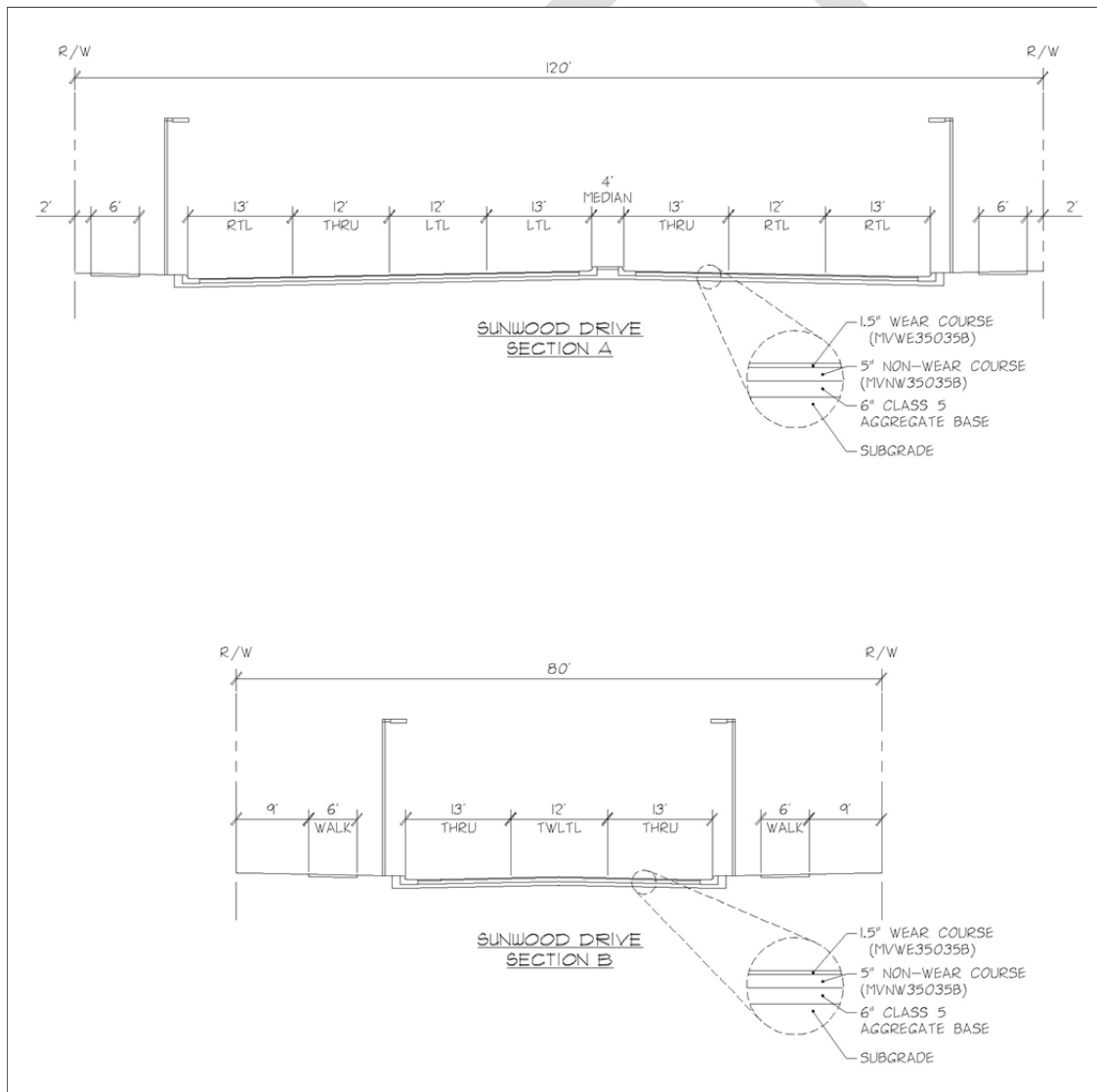
Figure 4: Project Layout Map



Under the proposed realignment, Sunwood Drive turns north at a point approximately 700 feet east of its current intersection with Armstrong Boulevard. Sunwood Drive continues northward to its intersection with the future Ramsey Parkway. At this proposed roundabout intersection Sunwood Drive turns west to connect with Armstrong Boulevard. Improvements to the new Armstrong/Sunwood intersection are described in a separate preliminary engineering report by WSB & Associates, Inc. The preparation of both reports was coordinated to provide an overall plan for the needed improvements.

Existing Sunwood Drive is a hard edged urban section with on street parking, sidewalks adjacent to the curb and store fronts adjacent to the sidewalk. As outlined in The COR Development Plan 5.03, the beginning of the Sunwood realignment marks the transition from hard edged urban to more suburban configurations with off street parking. The roadway sections proposed for the Sunwood realignment reflect that transition. The proposed sections are shown in Figure 5. The traffic volumes on the north/south section of Sunwood Drive are projected to be approximately 10,000 vehicles per day and a two lane roadway with a two way center left turn center lane is proposed. This section will provide an allowance for approximately 50% more capacity beyond the current ultimate projections. The projected traffic volumes on the section of Sunwood Drive between the roundabout and Armstrong Boulevard are approaching 20,000 vehicles per day and a four lane roadway section with right and left turn lanes is proposed.

Figure 5: Typical Sections



The pedestrian friendly design on existing Sunwood Drive is continued with the realigned Sunwood Drive. Sidewalks are proposed on both sides of the roadway connecting to the existing sidewalks and to the new trail along Armstrong Boulevard. Pedestrian crossings are provided through the roundabout. Delaying the construction of the north and east legs of the roundabout is also recommended until the big box site is developed or until Ramsey Parkway is extended. An interim concrete curb is proposed through the unfinished portions of the roundabout, as shown in Figure 4.

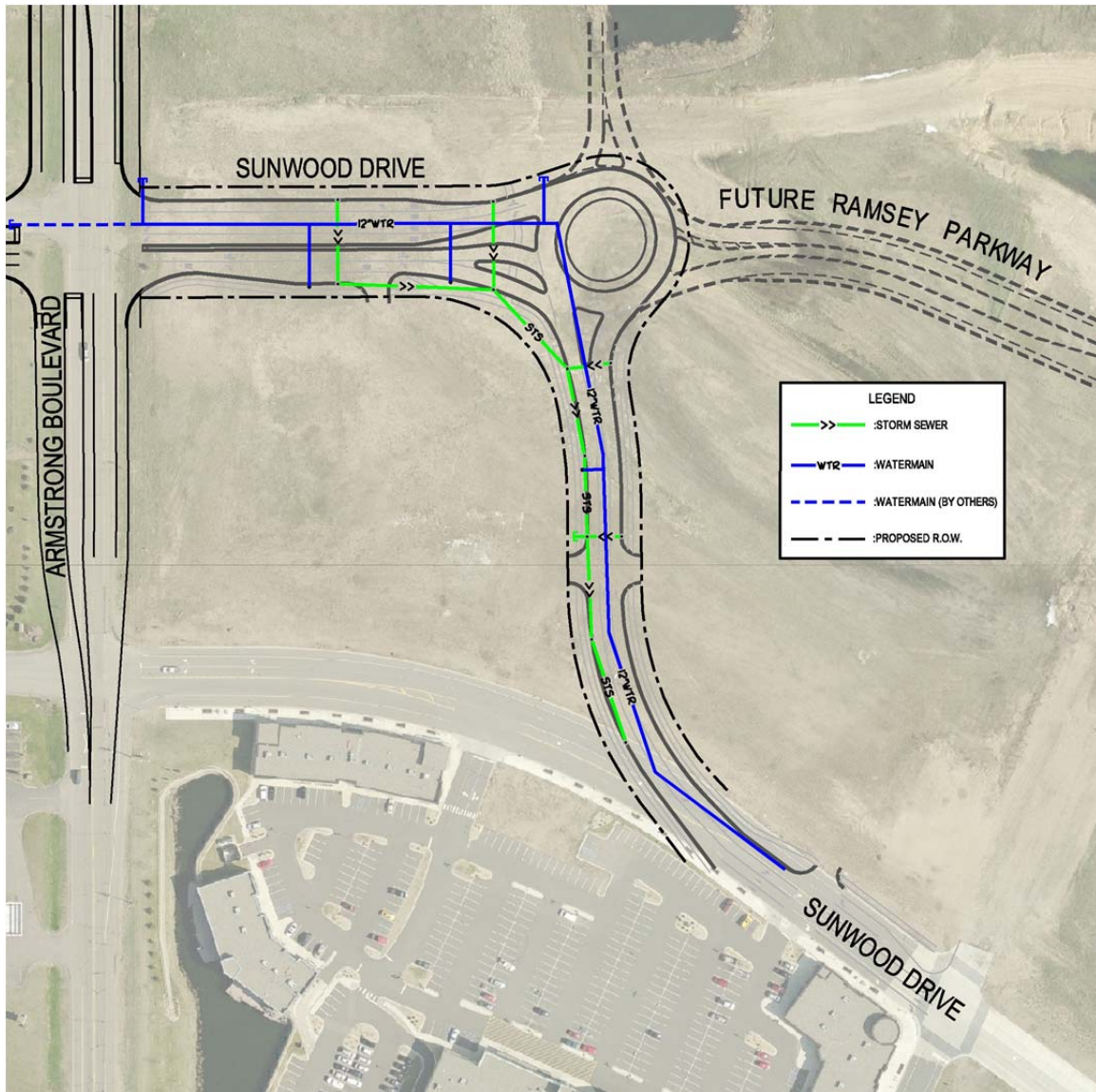
The proposed work also includes demolition of the abandoned portion of Sunwood Drive. Existing street lights and other items will be salvaged and reused to supplement new street lights. The 75-foot street light spacing currently on Sunwood Drive will be maintained. The boulevard will be restored in accordance with the City policy of 4" of topsoil and sod and will be sprinklered. Boulevard trees will be provided at the same spacing on existing Sunwood Drive. The proposed boulevard improvements will present a completed entrance to the western portion of The COR.

A new entrance will be provided to the Coborn's site and the right in only intersection on the east end of that site will be converted to a full intersection. The new entrance is not included in this project.

Water Main

The proposed utility improvements are shown on Figure 6. A 12" water main currently runs on Sunwood Drive terminating on the west side of Armstrong Boulevard. This main will remain in place to serve the area west of Armstrong Boulevard. Ramsey's Water Plan proposes a 12" water main on Armstrong Boulevard. This main will be installed on the realigned Sunwood Drive and extended through the new Armstrong/Sunwood intersection to provide looped water service to the area west of Armstrong Boulevard. Water services will be extended to the commercial area between Sunwood Drive and Armstrong Boulevard. A 24" watermain currently exists in the southeast quadrant of the Armstrong/Bunker intersection. Connection to and extension of the watermain is not recommended at the present time, pending the update of the City's Water Plan and the development of the big box site. A water service will be provided to the roundabout center island and for the boulevard sprinklering.

Figure 6: Utilities Map



Sanitary Sewer

No sanitary improvements are required as part of the Sunwood Drive realignment. Sanitary service to the commercial area will be provided by internal extension of existing sanitary sewer.

Storm Water Management

Trunk storm water management facilities including water quality treatment, storm water storage and storm sewers were previously installed as part of the original Ramsey Town Center (RTC) development. This project includes the construction of storm sewer along the realigned Sunwood Drive connecting to the existing trunk storm sewer on the east end of the project. Storm sewer services will be extended into the commercial area between Sunwood Drive and Armstrong Boulevard.

Cost Estimates

Cost estimates for the proposed improvements are presented in Appendix C. The estimates include construction, a 10% allowance for contingencies and a 20% allowance for indirect costs including design, construction administration, construction staking and observation, record drawings and administration. A summary of the cost estimates is presented in Table 2.

Table 2: Total Estimates Costs

Total Estimates Costs	
Item	Estimated Total Costs
Sunwood Drive	\$1,151,000
Water Main	\$131,000
Storm Sewer	\$87,000
Total	\$1,369,000

Property Acquisition

The realignment of Armstrong Boulevard in anticipation of the overpass requires the acquisition of additional right of way. There are five properties immediately affected by the proposed project, all requiring some acquisition depending on the ultimate configuration. These properties are showed on Figure 7.

Figure 7: Property Acquisition





The five properties include:

Table 3: Parcel Exhibit

Parcel Exhibit		
PID	Owner	Current Use
28-230005	The City of Ramsey HRA	Vacant/Undeveloped
29-140014	The City of Ramsey	Vacant/Demolished c-store
29-140013	M&W Holding Company	Wiser Choice Liquor
29-140010	USCO Corp	Pavement Operation
29-140009	NDS Properties, LLC	Vacant industrial

Table 4: Current Assessed Value

PID	Current Assessed Value
28-230005	N/A
29-140014	N/A
29-140013	\$392,100
29-140010	\$298,900
29-140009	\$684,800

Acquisition strategies vary with small deviations in the proposed design, but generally consist of a cost/benefit evaluation of considering a partial taking versus a complete taking. In 20XX, the City of Ramsey evaluated five of the subject properties as part of an eminent domain action that was ultimately abandoned. Prior to cessation of those efforts, however, environmental assessments and appraisals were completed in an attempt to determine value. The table below outlines the valuations from the 20XX effort.

Table 5: Appraised Property Value

PID	200X Appraised Property Value
28-230005	N/A
29-140014	N/A
29-140013	\$xxx
29-140010	\$xxx
29-140009	\$xxx

As of the date of this report, the real estate market has seen considerable depreciation. Commercial property values have seen declines ranging from 10% – 40% across the metro, and many would argue that it is impossible to set accurate values today due to the dramatic decline in buyers as well as the volatility of comparable value assessments due to an abundance of bank owned property. Based on these current market conditions, it would be considered advantageous to the project to consider an earlier,



more aggressive acquisition strategy with willing sellers as opposed to waiting for the commencement of the Armstrong Boulevard project and a likely rebound in the market.

Adding to the complexity of the evaluation is the desire of the HRA, as master developers of The COR, to proceed with the proposed realignment of Sunwood Drive to its ultimate location ahead of the commencement of the Armstrong Interchange. This is driven by a number of factors, most notably the desire to continue to advance the Armstrong Interchange project by completing the construction north of the actual interchange thus reducing the scope of the interchange project and increasing the likelihood of commencement. Secondly, the realignment of Armstrong to its final location provides certainty for the adjacent properties both east and west of Armstrong. Certainty in their access provides a greater likelihood of economic development and redevelopment that is necessary in the area.

For these reasons, it is our recommendation that the City and HRA consider the acquisition of the affected parcels and proceed with the project as outlined.

Affected Parcels

PID 29-140014 – Oasis Market. - A total acquisition of this property is required in any viable interchange option. In 20XX, the City acquired and eventually demolished the Oasis Market in anticipation of the proposed project. There are no additional actions recommended for this parcel.

PID 29-140013 – M&W Holding Company, LLC. - A total acquisition of this property is also required in any of the options currently considered in the environmental review process. This property has seen a negative effect from the closure of the adjacent convenience store and is the only remaining retail property west of Armstrong. The owner has a desire to relocate and should be considered a willing seller. Because the Armstrong Interchange will require a total acquisition of the property, and because the proposed reconfiguration of the Sunwood/Armstrong intersection will likely result in a reduction of access to this property, it is recommended that the City consider a complete acquisition of this property at the present time.

PID 29-140010 – USCO Corp. – Of the five parcels, this property is least affected by the proposed project. Access to this industrial use could be reasonably provided via 147th Street, Ferret Street NW and then 146th Street to the existing driveway. A small strip taking and a small retaining wall would be required to accommodate the proposed roadway design. This property, however, is not currently the highest and best use of what will ultimately be a retail node in the community. An assembly effort for redevelopment of this area is likely to occur in the near future. For these reasons, it is recommended that the City evaluate the cost of a strip taking vs. a complete taking and consider the latter in an effort to facilitate redevelopment.



PID 29-140009 – NDS Properties, LLC. – A partial taking to facilitate the proposed construction could be considered for this property, however, it would likely require considerable property along both the north and east sides of the property and the demolition of one of the two existing buildings, as well as a considerable modification to its access. For this reason, it is recommended that the City evaluate both the partial and complete takings options, but we believe it will be more efficient to take the property completely. There are no active uses on this property at the time of this report.

PID 28-230005 – HRA Property – Depending on the final alignment chosen, a small strip taking of HRA land in The COR may be necessary to facilitate the design. Because this property is owned by the HRA, it is assumed for this report that the City will resolve any valuation issues internally.

The HRA has authorized the commencement of current appraisals on the three properties west of Armstrong Boulevard. For the purposes of this report, we will use the values from the 20XX appraisals, with the understanding that the actual acquisition costs, and accordingly project costs, will be considerably less.

Acquisition Strategy 1 – Partial Takings

This option assumes the proposed project can be completed with the complete acquisition PID XX, but only the partial acquisition of right-of-way from the remaining three parcels necessary to complete the project. The existing property owners would retain ownership of the remainder of the property, and reasonable access would be provided.

Table 6: Partial Takings Costs

Parcel	Sq. Ft. Acquired	Cost
PID XX	XX,XXX	\$XXX,XXX
PID XX	XX,XXX	\$XXX,XXX
PID XX	XX,XXX	\$XXX,XXX
TOTAL	xxxx	\$XXX,XXX

Acquisition Strategy 2 – Complete Takings

This option assumes the all four affected parcels would be acquired completely through a process involving a willing buyer and seller. The cost of acquisition may include relocation, which adds considerable cost to the project, but the excess property could be sold after project completion to facilitate redevelopment and those values are shown as a recovered cost in this option.



Table 7: Full Acquisition Cost

Parcel	Acquisition Cost	Relocation Cost	Total
PID XX	XX,XXX	\$XXX,XXX	\$x,xxx,xxx
PID XX	XX,XXX	\$XXX,XXX	\$x,xxx,xxx
PID XX	XX,XXX	\$XXX,XXX	\$x,xxx,xxx
TOTAL	\$X,XXX,XXX	\$XXX,XXX	\$x,xxx,xxx

Table 8: Excess Property

Excess Property		
Parcel	Remaining Property (sq. ft.)	Approximate Value
PID XX	XX,XXX	\$XXX,XXX
PID XX	XX,XXX	\$XXX,XXX
PID XX	XX,XXX	\$XXX,XXX
TOTAL	XX,XXX	\$XXX,XXX

For the purposes of this study, the net costs of Acquisition Strategy 2 (acquisition cost minus excess property value) will be used as the project costs. After the completion of the current appraisals, and the initial efforts in approaching the affected property owners, this approach should be re-evaluated and adjusted as necessary to minimize project costs.

Right-of-way and Easement Vacation

The realignment of Sunwood Drive will necessitate a re-platting of the project area. This process will include the vacation of existing right-of-way associated with the current alignment, as well as easements for drainage and utility purposes. Several new easements will be dedicated through this process to accommodate utilities that will remain in place after realignment.

The HRA anticipates working with Solomon, the owner of existing grocery-anchored center, to improve and account for access modification associated with this project. Options considered include access through HRA property to their existing full access on Sunwood, as well as improvements to the existing right-in/right-out access to the east.

Project Financing

(To Be Provided in a Separate Document)

Project Schedule

Table 9: Project Schedule

Task	Completion Date
Order Feasibility Study	July 26, 2011
Accept Feasibility Study and Order Plans and Specifications	January 10, 2012
Approve Plans, Specifications and Order Advertisement for Bids	April 2012
Receive Bids	May 2012
Begin Construction	June 2012
Substantial Completion	September 2012
Final Completion	November 2012

Summary and Conclusions

The realignment of Sunwood Drive is necessary to accommodate the grade changes on Armstrong Boulevard associated with the new TH10/Armstrong Interchange. The work outlined in this report is consistent with Development Plan 5.03 of The COR. The proposed roadway improvements meet Municipal State Aid standards. The provision of a roundabout at the Sunwood/Ramsey Parkway intersection provides better management of the projected ultimate traffic and also provides flexibility should those projections be exceeded.

The costs associated with the proposed improvements are presented in the Appendices and summarized in the Cost Estimates section. It is our professional opinion that the benefits derived from this project exceed the associated costs. The work is cost effective and feasible from an engineering standpoint.



Appendix A: Traffic Generation Memo

DRAFT

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Technical Memorandum

To: Bob Schunicht, P.E., Landform
From: Mike Spack, P.E., P.T.O.E.
Date: September 2, 2011
Re: The COR Traffic Generation in Ramsey, MN

Per your request, this technical memorandum provides traffic generation forecasts for Development Plan 5.03 of The COR along with traffic forecasts necessary to design the proposed roundabout at Ramsey Parkway and Sunwood Drive.

Traffic Forecast Results

Build out of The COR is forecast to generate approximately 3,700 vehicles in the a.m. peak hour, 5,600 vehicles in the p.m. peak hour, and 57,700 vehicles per day. The build out (2030) forecasts needed to design the roundabout at the Ramsey Parkway/Sunwood Drive intersection are shown in Figure 1 (a.m. peak hour turning movement volumes), Figure 2 (p.m. peak hour turning movement volumes), and Figure 3 (daily traffic volumes). The traffic forecasts are based on the methodology discussed in the next section.

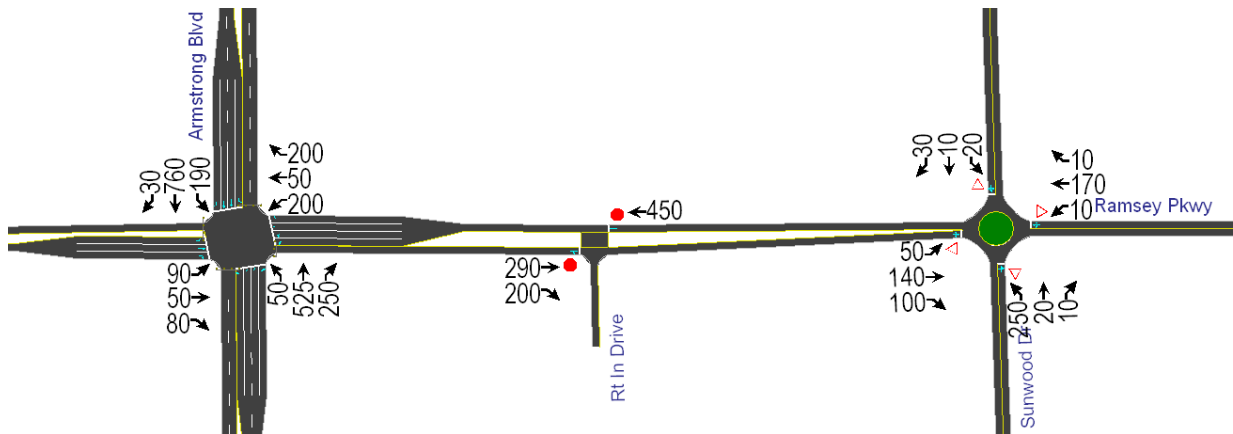


Figure 1 – Build Out A.M. Peak Hour Turning Movement Volumes

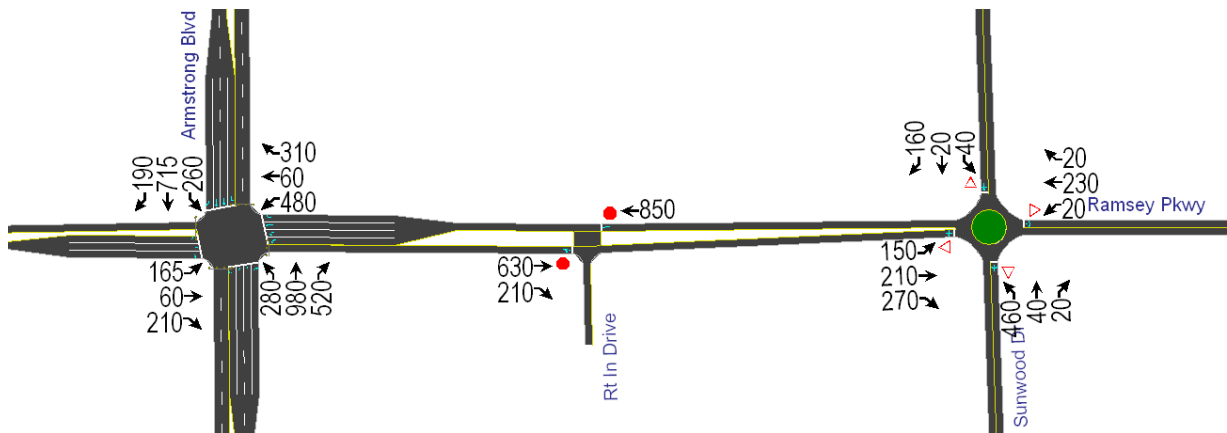
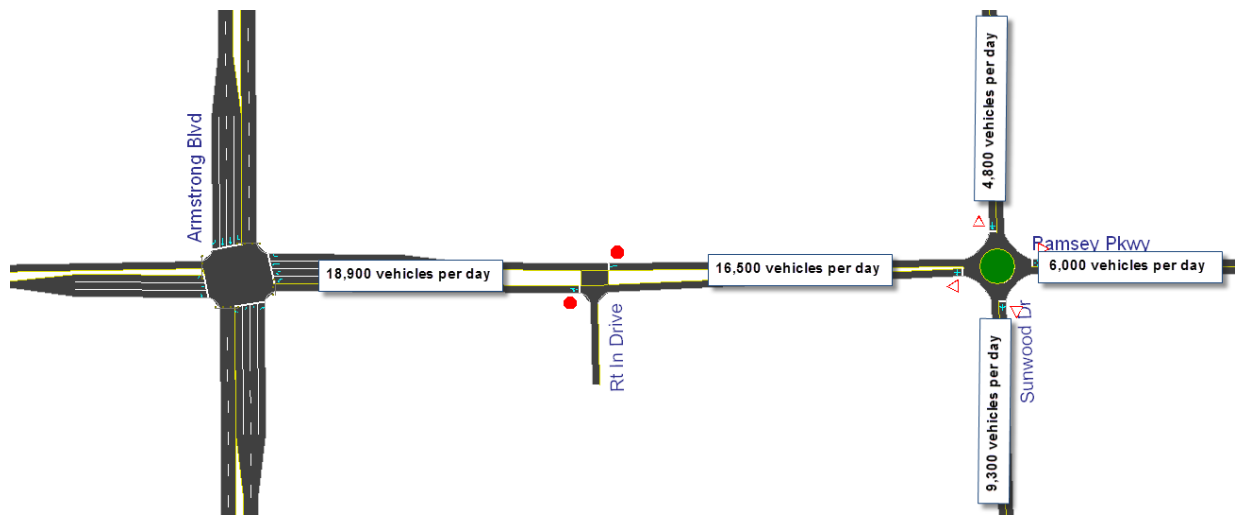


Figure 2 – Build Out P.M. Peak Hour Turning Movement Volumes**Figure 3 – Build Out Daily Traffic Volumes**

Traffic Forecast Methodology

Landform provided details for The COR, including the Traffic Analysis Zones (TAZs) shown in Figure 4 and individual land uses/square footages per TAZ as shown in Table 1. A trip generation analysis was performed for The COR based on the methods and average rates published in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 8th Edition*. Based on data in the Institute of Transportation Engineers (ITE) *Trip Generation Handbook, 2nd Edition*, a 20% reduction was applied to the trips generated by the development to account for internal, multi-purpose trips. The resultant trip generation per TAZ as well as totals for the whole development is shown in Table 1.

WSB & Associates prepared 2030 turning movement volume forecasts for the Armstrong Boulevard/Ramsey Parkway intersection in the *US 10 at Armstrong Boulevard Traffic Operations Memo*. The volumes entering/exiting The COR at the intersection were based on the March 24, 2003 *Ramsey Town Center Traffic Analysis* (The COR's previously proposed development plan). The *Ramsey Town Center Traffic Analysis* calculated the development will generate 51,186 vehicles per day whereas The COR is forecast to generate 57,739 vehicles per day. Since The COR is forecast to generate 12.8% more traffic than the Ramsey Town Center, the 2030 turning movement volumes entering/exiting The COR in the *US 10 at Armstrong Boulevard Traffic Operations Memo* were factored up by 12.8%. The resultant turning movement volumes for the Armstrong Boulevard/Ramsey Parkway intersection are shown in Figures 1 and 2.

The turning movement volume forecasts in Figures 1 and 2 for the Ramsey Parkway/Right-In Access intersection and the Ramsey Parkway/Sunwood Drive intersection were prepared by distributing the peak hour traffic volumes from Table 1 per the trip distribution percentages contained in the March 24, 2003 *Ramsey Town Center Traffic Analysis*.

According to Table 41 from *NCHRP Report 365 – Travel Estimation Techniques for Urban Planning*, 8.95% of the daily traffic volumes would be expected to use the roadway network through The COR in the p.m. peak hour. The p.m. peak hour volumes from Figure 2 were factored by this ratio (11.17 x p.m. peak hour volume = daily traffic volume) to develop the daily traffic volumes shown in Figure 3.



Figure 4 - Traffic Analysis Zones

Table 1 - Land Uses and Traffic Generation

Zone/Block	Code	Land Use	Dwelling Units	Sq. ft.	Park Area ¹ (sq. ft.)	ITE Code ²	AM Peak			PM Peak			Daily
							Total	In	Out	Total	In	Out	Total
1a	3	Retail		11,882		820	10	6	4	35	17	18	408
1b	3	Retail		9,022		820	7	4	3	27	13	14	310
1c	3	Supermarket		62,396		850	179	109	70	524	267	257	5103
1d	3	Retail		13,283		820	11	6	4	40	19	20	456
1e	3	Retail		7,300		820	6	4	2	22	11	11	251
2a	3	Retail		5,248		820	4	3	2	16	8	8	180
2b	3	Retail		39,000		820	31	19	12	116	57	59	1340
2c	2	Daycare Center		10,320		565	101	54	48	103	48	55	654
2d	1	Senior Housing - Assisted Living	84			254	9	6	3	15	7	8	179
3a	1	Luxury Apartments / Townhomes	230			220	94	19	75	114	74	40	1224
3a	3	Retail		67,085		820	54	33	21	200	98	102	2305
3b	2	Government Office Building		49,107		730	231	194	37	48	15	33	2708
3c	0	Park & Ride (Northstar) ³											
4a	2	Clinic		50,092		720	92	73	19	139	37	101	1448
4b	3	Sit Down Restaurant		9,037		931	6	3	3	54	36	18	650
4c	3	Hotel ⁴		24,900		310	14	9	6	15	8	7	209
4d	3	Convention Center ⁵		110,000		310	34	20	13	35	19	17	490
5a	2	Office		17,598		710	22	19	3	21	4	17	155
5b	2	Business Park		93,871		770	107	90	17	97	22	75	958
6a	2	School		44,827		520	186	104	82	43	20	24	553
6b	3	Retail		13,070		820	10	6	4	39	19	20	449
6c	3	Retail		17,987		820	14	9	6	54	26	27	618
6d	3	Retail		17,987		820	14	9	6	54	26	27	618
7a	2	Charter School ⁶		50,511		534	468	258	211	264	129	135	1405
7b	2	Medical Office		33,374		720	61	49	13	92	25	67	965
7c	3	Retail		24,780		820	20	12	8	74	36	38	851
8a	0	City Park w/ Lake			430,000								
8b	2	General Office		43,584		710	54	48	6	52	9	43	384
8c	2	General Office		43,584		710	54	48	6	52	9	43	384
9a	0	City Park w/ Lake			171,445								
9b	1	Apartments	95			220	39	8	31	47	31	16	505
9c	2	Recreational Community Center		107,556		495	139	85	54	125	46	79	1969
9d	2	General Office		59,696		710	74	65	9	71	12	59	526
9e	2	General Office		42,765		710	53	47	6	51	9	42	377
9f	2	General Office		59,208		710	73	65	9	71	12	59	522
10a	0	City Park			3,500								
10b	2	General Office		8,400		710	10	9	1	10	2	8	74
10b	3	Specialty Retail		4,200		820	3	2	1	13	6	6	144
10c	2	General Office		40,800		710	51	45	6	49	8	40	359
10c	1	Apartments	120			220	49	10	39	60	39	21	638
10d	2	General Office		11,500		710	14	13	2	14	2	11	101
10d	3	Specialty Retail		11,500		820	9	6	4	34	17	18	395
10e	2	General Office		8,500		710	11	9	1	10	2	8	75
10e	3	Specialty Retail		4,250		820	3	2	1	13	6	6	146
10f	2	General Office		11,900		710	15	13	2	14	2	12	105
10f	3	Specialty Retail		8,500		820	7	4	3	25	12	13	292
10f	1	Apartments	14			220	6	1	5	7	5	2	74
10g	3	Specialty Retail		7,600		820	6	4	2	23	11	12	261
10g	2	General Office		7,600		710	9	8	1	9	2	8	67
10g	1	Apartments	18			220	7	1	6	9	6	3	96
10h	3	Specialty Retail		6,300		820	5	3	2	19	9	10	216
10i	3	Specialty Retail		6,100		820	5	3	2	18	9	9	210
10i	2	General Office		6,100		710	8	7	1	7	1	6	54
10i	1	Apartments	26			220	11	2	8	13	8	5	138
11a	3	Specialty Retail		17,000		820	14	8	5	51	25	26	584
11a	1	Apartments	89			220	36	7	29	44	29	15	473
11b	2	General Office		11,000		710	14	12	2	13	2	11	97
11b	1	Apartments	13			220	5	1	4	6	4	2	69
11c	2	General Office		20,700		710	26	23	3	25	4	20	182
11d	2	General Office		10,700		710	13	12	2	13	2	11	94
11d	3	Specialty Retail		10,700		820	9	5	3	32	16	16	368
11e	2	General Office		5,900		710	7	6	1	7	1	6	52
11e	3	Specialty Retail		11,800		820	9	6	4	35	17	18	405
11e	1	Apartments	14			220	6	1	5	7	5	2	74
11f	3	Specialty Retail		11,800		820	9	6	4	35	17	18	405
11f	2	General Office		5,900		710	7	6	1	7	1	6	52
11f	1	Apartments	14			220	6	1	5	7	5	2	74
11g	0	City Park			82,804								
12a	3	Sit Down Restaurant		23,355		931	15	8	8	140	94	46	1681
12b	3	Sit Down Restaurant		8,805		931	6	3	3	53	35	17	634
12c	3	Movie Theater ⁷		74,071		444	0	0	0	225	144	81	1733
13a	3	Retail		19,200		820	15	9	6	57	28	29	660
13b	3	Retail		16,664		820	13	8	5	50	24	25	572
14a	3	Gas Station w/Convenience Store ⁸		5,000		945	317	162	155	388	194	194	1563
14b	3	Retail		10,628		820	9	5	3	32	16	16	365
14c	3	Fast Food Restaurant w/Drive-Through		4,800		934	190	97	93	129	67	62	1905
15	3	Shopping Center		135,986		820	109	66	42	406	199	207	4671
16	3	Retail		94,960		820	76	46	30	283	139	145	3262

Table 1 - Land Uses and Traffic Generation

Zone/Block	Code	Land Use	Dwelling Units	Sq. ft.	Park Area ¹ (sq. ft.)	ITE Code ²	AM Peak			PM Peak			Daily
							Total	In	Out	Total	In	Out	Total
17a	3	Sit Down Restaurant		6,000		931	4	2	2	36	24	12	432
17b	3	Sit Down Restaurant		5,470		931	4	2	2	33	22	11	394
17c	3	Sit Down Restaurant		5,470		931	4	2	2	33	22	11	394
17d	0	City Park w/ Lake			480,000								
18a	1	Condos	80			230	28	5	23	33	22	11	372
18b	1	Condos	69			230	24	4	20	29	19	9	321
18c	1	Condos	48			230	17	3	14	20	13	7	223
18d	1	Townhomes	32			230	11	2	9	13	9	4	149
19a	1	Townhomes	52			230	18	3	15	22	14	7	242
19b	1	Single Family - Detached	14			210	8	2	6	11	7	4	107
19c	1	Townhomes	31			230	11	2	9	13	9	4	144
20a	1	Townhomes	42			230	15	3	12	17	12	6	195
20b	1	Single Family - Detached	14			210	8	2	6	11	7	4	107
20c	1	Townhomes	28			230	10	2	8	12	8	4	130
21a	1	Townhomes	77			230	27	5	22	32	21	11	358
21b	1	Townhomes	90			230	32	5	26	37	25	12	418
22a	1	Single Family - Detached	23			210	14	3	10	19	12	7	176
22b	1	Townhomes	72			230	25	4	21	30	20	10	335
23a	1	Single Family - Detached	44			210	26	7	20	36	22	13	337
23b	1	Single Family - Detached	19			210	11	3	9	15	10	6	145
24a	1	Single Family - Detached	7			210	4	1	3	6	4	2	54
24b	0	City Park w/ Lake & Amphitheater			320,000								
24c	1	Single Family - Detached	17			210	10	3	8	14	9	5	130
Total			1,476	1,798,229	1,487,749		3,726	2,186	1,540	5,571	2,696	2,875	57,739
Residential Total (Code 1)			1,476	0			569	116	453	699	454	245	7,489
Office Total (Code 2)			0	855,093			1,903	1,360	543	1,406	427	979	14,319
Retail Total (Code 3)			0	943,136			1,255	710	544	3,467	1,815	1,651	35,930
			1,476	1,798,229			3,726	2,186	1,540	5,571	2,696	2,875	57,739

Notes:

¹ Due to the minimal amount of traffic generated by parks, they were not considered traffic generators in the original study. Likewise, parks are not considered traffic generators in this forecast.

² The trip generation was based on the methods and average rates published in the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 8th Edition*.

³ The traffic generated by the park and ride was included in the analysis of the original study, however the unspecified volumes were added directly to the intersection traffic assignment instead of being listed with the other trip generation numbers. Accordingly, the traffic volumes generated by the park and ride facility are not considered with the rest of the generated traffic in this forecast.

⁴ The number of dwelling units (DU) for the hotel was obtained by proportioning the proposed hotel to the hotel in the original study via their respective footprints. The hotel was modeled as having 32 rooms.

⁵ Currently, there is no data for traffic volumes generated by Convention Centers. The Convention Center was modeled as a 75-unit Hotel (310).

⁶ Currently, there is no data for daily traffic volumes generated by 534 - Private School (K-8). For public elementary, junior high, and high schools, the ratio of the total daily traffic to the A.M. peak hour traffic is approximately 3.0. The total daily traffic generated by the charter school was calculated by multiplying the A.M. peak hour traffic by a factor of 3.0.

⁷ Due to the lack of data for the proposed theater type (445 - Multiplex Movie Theater), the daily and P.M. peak hour trips generated by the theater were obtained by scaling up the figures found in the original study using the theaters' respective footprints.

⁸ Due to the lack of data for total weekday trips generated by 945 - Gas Station w/Convenience Store using square footage, the total weekday trips were calculated using the number of fueling positions. Based on the typical size of gas stations currently being constructed, it was assumed that new gas station will have 12 fueling positions.

The forecasts reflect a 20% reduction for internal, multi-purpose trips.

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Appendix B: Operational Analysis Memo

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TECHNICAL MEMORANDUM

PREPARED FOR: Robert Schunicht – Landform

PREPARED BY: Jedidiah Munroe, Ourston Roundabout Engineering, Inc.
Q/C and Q/A Mark Lenters, Ourston Roundabout Engineering, Inc.

PROJECT NUMBER ORE 11-958

DATE: December 1, 2011

SUBJECT: Operational Analysis
Ramsey Parkway & Sunwood Drive
Ramsey, Minnesota

PURPOSE

An operational analysis was completed for the proposed roundabout at Ramsey Parkway and Sunwood Drive located in the COR development project in Ramsey, Minnesota. The analysis also assessed possible queue spillbacks from the proposed roundabout to the signal at Armstrong Boulevard and Sunwood Drive. There is approximately 440 feet of queue storage between the signalized intersection and the proposed roundabout intersection. We understand that the queue space associated with the signal operations has been analyzed and the space requirements associated with the traffic signal control have been fulfilled by others to a satisfactory conclusion. We have also designed and analyzed an initial and potential ultimate roundabout lane configuration for the City's consideration.

OPERATIONAL ANALYSIS METHODOLOGY

Based on the AM and PM peak hourly traffic forecasts, the capacity of the roundabout intersection was analyzed using ARCADY roundabout design and capacity analysis software. ARCADY (Assessment of Roundabout Capacity and Delay) is a program based on U.K. empirical research into geometry-capacity relationships. Two features that ARCADY provides is its ability take into account horizontal geometric design sensitivity and its ability to be calibrated to the recent NCHRP Report 572 (Roundabouts in the United States, 2007) roundabout capacity model.

The ARCADY analysis was calibrated to the NCHRP Report 572 empirical results, which indicate a reasonable 10% capacity reduction. The findings on capacity performance for U.S. roundabouts to date suggest that a reduction in the capacity modeling is appropriate pending the availability of more at-capacity data to improve the confidence of modeling roundabouts. Some single lane roundabouts are performing better than expected, but this may not be the case everywhere in the U.S., especially in areas where few roundabouts exist.

The results represent the most probable capacity of the roundabout and employ capacity measures of level of service, delay and queuing, consistent with typical unsignalized capacity analysis methodologies (Highway Capacity Manual, 2010). The combination of using ARCADY with calibration allows for consideration of the U.S. data obtained by NCHRP.

Analysis of residual capacity for future traffic growth was also performed for the intersection. Residual capacity is expressed as the percentage increase in total entering traffic beyond the existing turning counts that would result in any individual leg operating at LOS E (delay greater than 35 seconds). Increases in traffic flow were assumed to occur equally on all legs until one leg reached LOS E.

The 2030 AM and PM peak hourly traffic forecasts prepared by Spack Consulting, as illustrated in Figure 1, were used for this analysis.

OPERATIONAL ANALYSIS RESULTS

Ramsey Parkway and Sunwood Drive (ARCADY Analysis)

LOS for proposed initial roundabout configuration

The operational analysis was performed with the traffic forecasts provided for the interim lane configuration shown in Figure 2. The overall intersection levels of service and anticipated delay with a break down by approach are listed in Table 1.

Table 1. Ramsey Parkway & Sunwood Drive – Proposed Initial Lane Configuration

Peak Hour	Analysis Condition	Overall Intersection		Average Delay By Approach							
		Level of Service		SB - Driveway		EB - Sunwood Dr.		NB - Sunwood Dr.		WB - Ramsey Pkwy	
		Level of Service	Average Delay	Level of Service	Average Delay	Level of Service	Average Delay	Level of Service	Average Delay	Level of Service	Average Delay
AM	Calibrated	A	4.4	A	4.2	A	3.8	A	4.7	A	4.6
PM	Calibrated	A	6.9	A	6.6	A	4.7	A	8.5	A	6.8

LOS Source: 2010 Highway Capacity Manual - Unsignalized Intersections

Delay in Seconds

The eastbound Sunwood Drive predicted 95th percentile queue is 1 vehicles (20 feet) in the PM peak period.

The residual capacity for the AM and PM peak hours is also listed below.

- AM: NB congests with a **159%** increase in traffic growth above the 2030 traffic volumes.
- PM: NB congests with a **39%** increase in traffic growth above the 2030 traffic volumes.

The ARCADY operational analysis data is documented in Appendix A, pages A.1.1 thru A.1.3

LOS for potential ultimate roundabout configuration

The operational analysis was performed with the traffic forecasts provided for the ultimate lane configuration shown in Figure 3. The overall intersection levels of service and anticipated delay with a break down by approach are listed in Table2.

Table 2. Ramsey Parkway & Sunwood Drive – Potential Ultimate Lane Configuration

Peak Hour	Analysis Condition	Overall Intersection Level of Service		Average Delay By Approach							
				SB - Driveway		EB - Sunwood Dr.		NB - Sunwood Dr.		WB - Ramsey Pkwy	
		Level of Service	Average Delay	Level of Service	Average Delay	Level of Service	Average Delay	Level of Service	Average Delay	Level of Service	Average Delay
AM	Calibrated	A	3.3	A	4.2	A	3.8	A	3.0	A	2.9
PM	Calibrated	A	4.7	A	6.6	A	4.7	A	4.2	A	3.9

LOS Source: 2010 Highway Capacity Manual - Unsignalized Intersections

Delay in Seconds

The residual capacity for the AM and PM peak hours is also listed below.

- AM: SB congests with a **232%** increase in traffic growth above the 2030 traffic volumes.
- PM: SB congests with a **63%** increase in traffic growth above the 2030 traffic volumes.

The ARCADY operational analysis data is documented in Appendix B, pages B.1.1 thru B.1.3

Discussion of Proposed Roundabout Lane Configuration

The roundabout would operate within acceptable ranges of congestion as a single lane roundabout. But, to maintain the proposed eastbound two lanes, an eastbound partial right turn bypass lane should be used to facilitate dropping a lane at the roundabout, see Figure 2.

The roundabout can also be expanded inward into the central island, with minimal rework, to create a multilane roundabout with a northbound double left and two westbound thru lanes. The ultimate lane configuration has the ability to handle any potential increases in traffic from the forecasted volumes.

DISCUSSION AND CONCLUSIONS

The results of the ARCADY analysis of the proposed roundabout show a LOS A for the two peak periods for the interim roundabout design, and has the ability to expand to a multilane roundabout in the future.

Typically, when a roundabout is close to a traffic signal, the impacts to the signal are negligible, while the roundabout can be impacted by queue spillback from the signal. The impacts to the Ramsey Parkway and Sunwood Drive intersection will be infrequent but the roundabout is better suited to reduce the effects of the closely spaced intersections, for the following reasons:

- If the Ramsey Parkway and Sunwood Drive intersection were traffic signal controlled, it would likely have the same cycle length as the Armstrong Boulevard traffic signal, assuming they both have to operate as one system due to being closely spaced. Using the same cycle length for the Ramsey Parkway intersection imposes timings that may not be ideal for the traffic patterns at the intersection. Additional operational impacts to the Ramsey Parkway intersection are likely due to the inflexibility of signal timings.
- The roundabout intersection will have slower entering and circulating speeds. This will reduce the impact of queue spill back from Armstrong Boulevard. The roundabout has greater flexibility in responding to traffic demands as compared to a traffic signal constrained by timings that suit the adjacent intersection.



- With the slow entry speeds and good visibility in the roundabout drivers will be able adjust and leave gaps for the entering drivers if occasionally the westbound queue spills back to the roundabout.

Additional benefits of having the roundabout are improved safety, less restrictions to nearby access, pedestrian accommodation and added capacity as compared to stop control.

Figure 1: 2030 AM and PM Peak Hourly Forecasts for Ramsey Parkway and Sunwood Drive

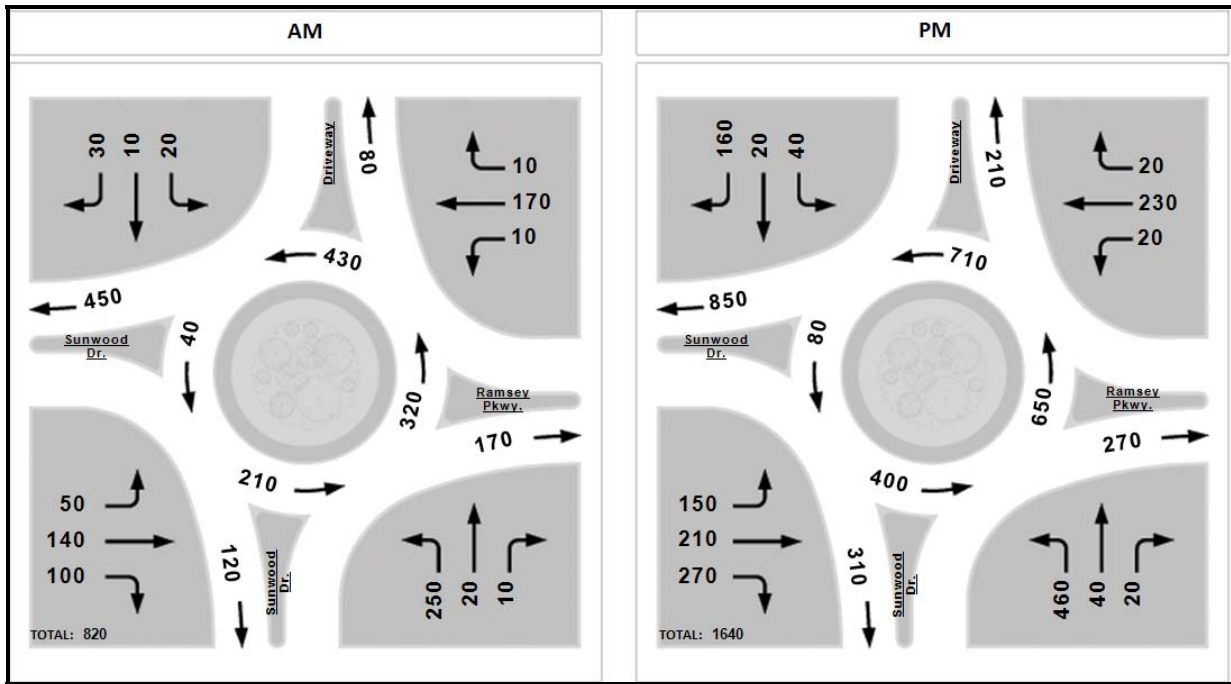


Figure 2: Proposed Initial Roundabout Configuration

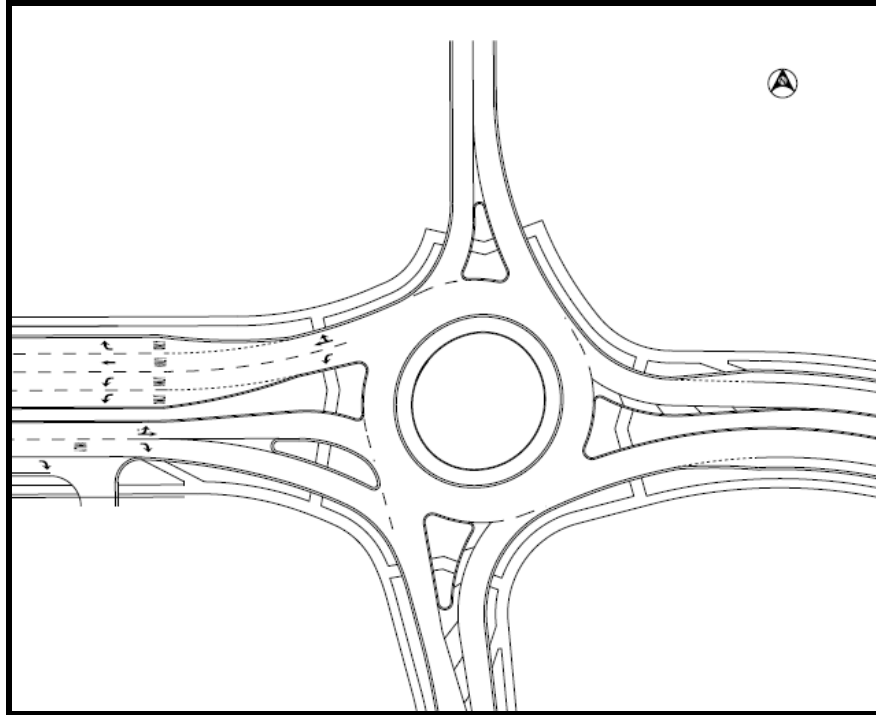
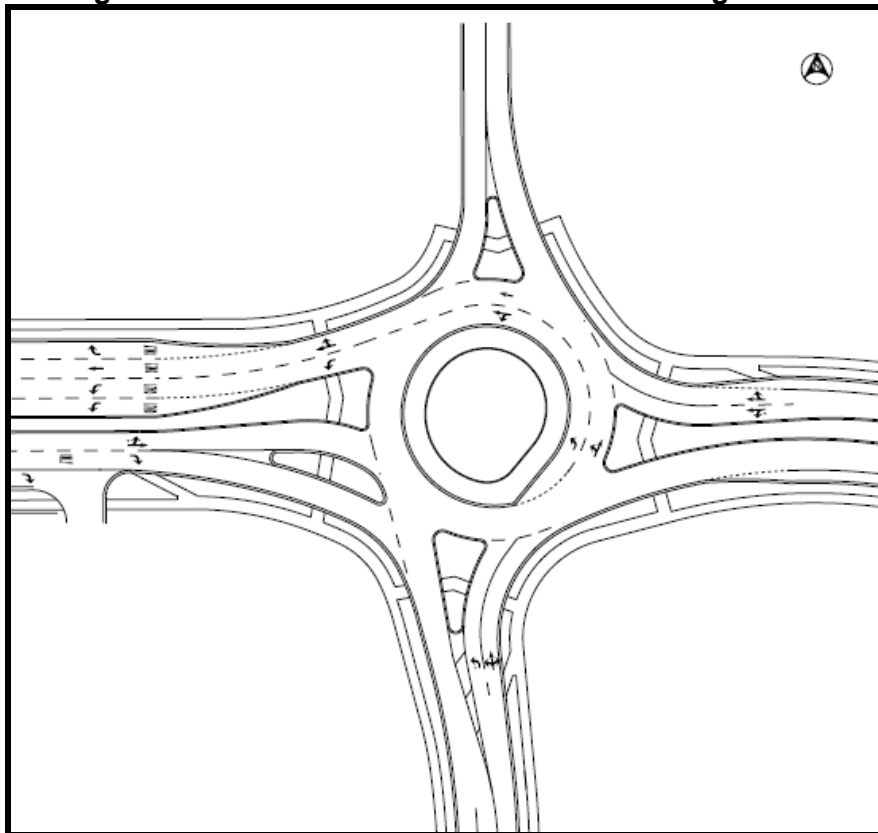


Figure 3: Potential Ultimate Roundabout Configuration



APPENDIX A

Ramsey, Minnesota

Ramsey Parkway and Sunwood Drive

Proposed Initial Roundabout Configuration

A.1 Operational Analysis.....A.1.1 – A.1.3

Ramsey, Minnesota
RAMSEY PARKWAY AND SUNWOOD DRIVE
PROPOSED INITIAL ROUNDABOUT CONFIGURATION

Operational Analysis

2030 – AM Peak Hour Forecasts

D1 - 2030, AM

Data Grid - Standard Geometry - Showing 4 of 4 items; 15 column(s)

Column Layouts ▾ Rotate grid Full-size mode

Standard Geometry Edit In Window

Arm	SB Driveway	EB Sunwood Dr	NB Sunwood Dr	WB Ramsey Pkwy
V - Approach road half-width (ft)	12.00	12.00	12.00	12.00
E - Entry width (ft)	14.00	14.00	14.00	14.00
l' - Effective flare length (ft)	50.00	50.00	50.00	50.00
R - Entry radius (ft)	65.00	65.00	65.00	65.00
D - Inscribed circle diameter (ft)	110.00	110.00	110.00	110.00
PHI - Conflict (entry) angle (deg)	25.00	25.00	25.00	25.00
Exit Only	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Demand (Veh/hr)	55.06	174.44	256.93	174.35
Total Arrivals (Veh)	82.59	261.66	385.40	261.52
Max Queue (Veh)	0.08	0.23	0.44	0.29
Max Delay (s)	4.48	3.97	5.14	4.93
Max RFC	0.08	0.19	0.31	0.22
Slope	0.576	0.576	0.576	0.576
Intercept (PCE/hr)	1164.481	1164.481	1164.481	1164.481
Average Queuing Delay (s)	4.21	3.81	4.70	4.55

Turning Proportions/Counts - (untitled) - Whole Period

Counts (Veh/hr) Proportions (Veh) Options

From \ To	1st	2nd	3rd	U-Turn
SB Driveway	30.000	10.000	20.000	0.000
EB Sunwood Dr	0.100	140.000	50.000	0.000
NB Sunwood Dr	10.000	20.000	250.000	0.000
WB Ramsey Pkwy	10.000	170.000	10.000	0.000
Total	50.10	340.00	330.00	0.00

Ramsey, Minnesota
RAMSEY PARKWAY AND SUNWOOD DRIVE
PROPOSED INITIAL ROUNDABOUT CONFIGURATION

Operational Analysis

2030 – PM Peak Hour Forecasts

D2 - 2030, PM

Data Grid - Standard Geometry - Showing 4 of 4 items; 15 column(s)

Column Layouts Rotate grid Full-size mode

Standard Geometry Edit In Window

Arm	SB Driveway	EB Sunwood Dr	NB Sunwood Dr	WB Ramsey Pkwy
V - Approach road half-width (ft)	12.00	12.00	12.00	12.00
E - Entry width (ft)	14.00	14.00	14.00	14.00
l' - Effective flare length (ft)	50.00	50.00	50.00	50.00
R - Entry radius (ft)	65.00	65.00	65.00	65.00
D - Inscribed circle diameter (ft)	110.00	110.00	110.00	110.00
PHI - Conflict (entry) angle (deg)	25.00	25.00	25.00	25.00
Exit Only	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Demand (Veh/hr)	201.88	330.59	477.16	247.76
Total Arrivals (Veh)	302.81	495.89	715.74	371.64
Max Queue (Veh)	0.54	0.57	1.78	0.68
Max Delay (s)	8.02	5.18	11.40	8.33
Max RFC	0.35	0.36	0.64	0.41
Slope	0.576	0.576	0.576	0.576
Intercept (PCE/hr)	1164.481	1164.481	1164.481	1164.481
Average Queuing Delay (s)	6.63	4.73	8.53	6.82

Turning Proportions/Counts - (untitled) - Whole Period

Counts (Veh/hr) Proportions (Veh) Options

From \ To	1st	2nd	3rd	U-Turn
SB Driveway	160.000	20.000	40.000	0.000
EB Sunwood Dr	0.270	210.000	150.000	0.000
NB Sunwood Dr	20.000	40.000	460.000	0.000
WB Ramsey Pkwy	20.000	230.000	20.000	0.000
Total	200.27	500.00	670.00	0.00

Ramsey, Minnesota
RAMSEY PARKWAY AND SUNWOOD DRIVE
PROPOSED INITIAL ROUNDABOUT CONFIGURATION

Operational Analysis

2030 – AM Peak Hour Forecasts
 NB is starting to congest with a traffic increase of **159%**

D1 - 2030, AM

Data Grid - Standard Geometry - Showing 4 of 4 items; 15 column(s)

Column Layouts ▾ Rotate grid Full-size mode

Standard Geometry Edit In Win

Arm	SB Driveway	EB Sunwood Dr	NB Sunwood Dr	WB Ramsey Pkwy
V - Approach road half-width (ft)	12.00	12.00	12.00	12.00
E - Entry width (ft)	14.00	14.00	14.00	14.00
l' - Effective flare length (ft)	50.00	50.00	50.00	50.00
R - Entry radius (ft)	65.00	65.00	65.00	65.00
D - Inscribed circle diameter (ft)	110.00	110.00	110.00	110.00
PHI - Conflict (entry) angle (deg)	25.00	25.00	25.00	25.00
Exit Only	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Demand (Veh/hr)	142.60	689.22	665.46	451.56
Total Arrivals (Veh)	213.90	1033.83	998.18	677.34
Max Queue (Veh)	0.60	3.21	20.00	5.29
Max Delay (s)	12.93	14.37	90.62	37.54
Max RFC	0.38	0.77	1.00	0.86
Slope	0.576	0.576	0.576	0.576
Intercept (PCE/hr)	1164.481	1164.481	1164.481	1164.481
Average Queueing Delay (s)	9.55	9.96	35.53	18.99

Average queueing delay over whole period. This is the average delay per vehicle per PCE, depending on current units. Default

ADDITIONAL SCALING

Network Flow Scaling Factor (%)

2030 – AM Peak Hour Forecasts
 NB is starting to congest with a traffic increase of **39%**

D2 - 2030, PM

Data Grid - Standard Geometry - Showing 4 of 4 items; 15 column(s)

Column Layouts ▾ Rotate grid Full-size mode

Standard Geometry Edit In Win

Arm	SB Driveway	EB Sunwood Dr	NB Sunwood Dr	WB Ramsey Pkwy
V - Approach road half-width (ft)	12.00	12.00	12.00	12.00
E - Entry width (ft)	14.00	14.00	14.00	14.00
l' - Effective flare length (ft)	50.00	50.00	50.00	50.00
R - Entry radius (ft)	65.00	65.00	65.00	65.00
D - Inscribed circle diameter (ft)	110.00	110.00	110.00	110.00
PHI - Conflict (entry) angle (deg)	25.00	25.00	25.00	25.00
Exit Only	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Demand (Veh/hr)	280.61	803.56	663.25	344.38
Total Arrivals (Veh)	420.91	1205.34	994.88	516.57
Max Queue (Veh)	1.68	7.76	20.77	2.31
Max Delay (s)	18.56	30.87	93.77	20.88
Max RFC	0.64	0.90	1.01	0.71
Slope	0.576	0.576	0.576	0.576
Intercept (PCE/hr)	1164.481	1164.481	1164.481	1164.481
Average Queueing Delay (s)	12.20	16.27	36.71	13.17

Average queueing delay over whole period. This is the average delay per vehicle per PCE, depending on current units. Default

ADDITIONAL SCALING

Network Flow Scaling Factor (%)

APPENDIX B

Ramsey, Minnesota

Ramsey Parkway and Sunwood Drive

Potential Ultimate Roundabout Configuration

B.1 Operational Analysis.....B.1.1 – B.1.3

Ramsey, Minnesota
RAMSEY PARKWAY AND SUNWOOD DRIVE
POTENTIAL ULTIMATE ROUNDABOUT CONFIGURATION

Operational Analysis

2030 – AM Peak Hour Forecasts

D1 - 2030, AM

Data Grid - Standard Geometry - Showing 4 of 4 items; 15 column(s)

Column Layouts ▾ Rotate grid Full-size mode

Standard Geometry Edit In Window

Arm	SB Driveway	EB Sunwood Dr	NB Sunwood Dr	WB Ramsey Pkwy
V - Approach road half-width (ft)	12.00	12.00	12.00	12.00
E - Entry width (ft)	14.00	14.00	26.00	26.00
l' - Effective flare length (ft)	50.00	50.00	50.00	50.00
R - Entry radius (ft)	65.00	65.00	65.00	65.00
D - Inscribed circle diameter (ft)	110.00	110.00	110.00	110.00
PHI - Conflict (entry) angle (deg)	25.00	25.00	25.00	25.00
Exit Only	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Demand (Veh/hr)	55.06	174.44	256.93	174.35
Total Arrivals (Veh)	82.59	261.66	385.40	261.52
Max Queue (Veh)	0.08	0.23	0.27	0.18
Max Delay (s)	4.48	3.97	3.16	3.11
Max RFC	0.08	0.19	0.21	0.15
Slope	0.576	0.576	0.683	0.683
Intercept (PCE/hr)	1164.481	1164.481	1638.424	1638.424
Average Queueing Delay (s)	4.21	3.81	2.97	2.94

Turning Proportions/Counts - (untitled) - Whole Period

Counts (Veh/hr) Proportions (Veh) Options

From \ To	1st	2nd	3rd	U-Turn
SB Driveway	30.000	10.000	20.000	0.000
EB Sunwood Dr	0.100	140.000	50.000	0.000
NB Sunwood Dr	10.000	20.000	250.000	0.000
WB Ramsey Pkwy	10.000	170.000	10.000	0.000
Total	50.10	340.00	330.00	0.00

Ramsey, Minnesota
RAMSEY PARKWAY AND SUNWOOD DRIVE
POTENTIAL ULTIMATE ROUNDABOUT CONFIGURATION

Operational Analysis

2030 – PM Peak Hour Forecasts

D2 - 2030, PM

Data Grid - Standard Geometry - Showing 4 of 4 items; 15 column(s)

Column Layouts Rotate grid Full-size mode

Standard Geometry Edit In Window

Arm	SB Driveway	EB Sunwood Dr	NB Sunwood Dr	WB Ramsey Pkwy
V - Approach road half-width (ft)	12.00	12.00	12.00	12.00
E - Entry width (ft)	14.00	14.00	26.00	26.00
I' - Effective flare length (ft)	50.00	50.00	50.00	50.00
R - Entry radius (ft)	65.00	65.00	65.00	65.00
D - Inscribed circle diameter (ft)	110.00	110.00	110.00	110.00
PHI - Conflict (entry) angle (deg)	25.00	25.00	25.00	25.00
Exit Only	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Demand (Veh/hr)	201.88	330.59	477.16	247.76
Total Arrivals (Veh)	302.81	495.89	715.74	371.64
Max Queue (Veh)	0.54	0.57	0.78	0.36
Max Delay (s)	8.02	5.18	4.91	4.39
Max RFC	0.35	0.36	0.44	0.27
Slope	0.576	0.576	0.683	0.683
Intercept (PCE/hr)	1164.481	1164.481	1638.424	1638.424
Average Queueing Delay (s)	6.63	4.73	4.22	3.87

Turning Proportions/Counts - (untitled) - Whole Period

Counts (Veh/hr) Proportions (Veh) Options

From \ To	1st	2nd	3rd	U-Turn
SB Driveway	160.000	20.000	40.000	0.000
EB Sunwood Dr	0.270	210.000	150.000	0.000
NB Sunwood Dr	20.000	40.000	460.000	0.000
WB Ramsey Pkwy	20.000	230.000	20.000	0.000
Total	200.27	500.00	670.00	0.00

Ramsey, Minnesota
RAMSEY PARKWAY AND SUNWOOD DRIVE
POTENTIAL ULTIMATE ROUNDABOUT CONFIGURATION

Operational Analysis

2030 – AM Peak Hour Forecasts
 NB is starting to congest with a traffic increase of **232%**

D1 - 2030, AM

Data Grid - Standard Geometry - Showing 4 of 4 items; 15 column(s)

Column Layouts ▾ Rotate grid Full-size mode

Standard Geometry Edit In Window

Arm	SB Driveway	EB Sunwood Dr	NB Sunwood Dr	WB Ramsey Pkwy
V - Approach road half-width (ft)	12.00	12.00	12.00	12.00
E - Entry width (ft)	14.00	14.00	26.00	26.00
l' - Effective flare length (ft)	50.00	50.00	50.00	50.00
R - Entry radius (ft)	65.00	65.00	65.00	65.00
D - Inscribed circle diameter (ft)	110.00	110.00	110.00	110.00
PHI - Conflict (entry) angle (deg)	25.00	25.00	25.00	25.00
Exit Only	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Demand (Veh/hr)	182.79	579.14	853.02	578.83
Total Arrivals (Veh)	274.18	868.71	1279.53	868.25
Max Queue (Veh)	5.58	1.87	11.89	5.21
Max Delay (s)	98.34	9.86	44.54	28.66
Max RFC	0.91	0.66	0.94	0.85
Slope	0.576	0.576	0.683	0.683
Intercept (PCE/hr)	1164.481	1164.481	1638.424	1638.424
Average Queueing Delay (s)	34.83	7.70	18.70	14.05

ADDITIONAL SCALING

Network Flow Scaling Factor (%)

2030 – AM Peak Hour Forecasts
 SB is starting to congest with a traffic increase of **63%**

D2 - 2030, PM

Data Grid - Standard Geometry - Showing 4 of 4 items; 15 column(s)

Column Layouts ▾ Rotate grid Full-size mode

Standard Geometry Edit In Window

Arm	SB Driveway	EB Sunwood Dr	NB Sunwood Dr	WB Ramsey Pkwy
V - Approach road half-width (ft)	12.00	12.00	12.00	12.00
E - Entry width (ft)	14.00	14.00	26.00	26.00
l' - Effective flare length (ft)	50.00	50.00	50.00	50.00
R - Entry radius (ft)	65.00	65.00	65.00	65.00
D - Inscribed circle diameter (ft)	110.00	110.00	110.00	110.00
PHI - Conflict (entry) angle (deg)	25.00	25.00	25.00	25.00
Exit Only	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Demand (Veh/hr)	329.06	538.86	777.77	403.84
Total Arrivals (Veh)	493.59	808.29	1166.66	605.77
Max Queue (Veh)	10.45	1.54	4.76	1.46
Max Delay (s)	98.71	8.68	19.17	11.05
Max RFC	0.97	0.61	0.84	0.60
Slope	0.576	0.576	0.683	0.683
Intercept (PCE/hr)	1164.481	1164.481	1638.424	1638.424
Average Queueing Delay (s)	36.23	7.02	10.88	7.60

ADDITIONAL SCALING

Network Flow Scaling Factor (%)

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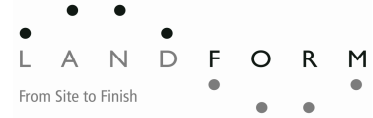
Appendix C: Cost Estimates

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Street Work Cost Estimates

Project: Sunwood Drive Realignment
Ramsey, MN



Item No.	Item	Units	Quantity	Unit Price	Total Price
2011.601	Construction Surveying	LUMP SUM	1	\$10,000.00	\$10,000.00
2021.501	Mobilization	LUMP SUM	1	\$50,000.00	\$50,000.00
2031.501	Field Office Type-D Modified	EACH	1	\$8,000.00	\$8,000.00
2101.511	Clearing & Grubbing	ACRE	2	\$4,000.00	\$8,000.00
2104.501	Remove B618 Curb & Gutter	LF	1578	\$4.00	\$6,312.00
2104.509	Remove Sign Type A	EACH	2	\$40.00	\$80.00
2104.523	Salvage Light Standard Base	EACH	12	\$3,500.00	\$42,000.00
2104.505	Remove Bituminous Pavement	SY	5585	\$3.00	\$16,755.00
2104.513	Sawing Bituminous Pavement (Full Depth)	LF	151	\$2.75	\$415.25
2105.501	Common Excavation	CY	19950	\$4.50	\$89,775.00
2105.507	Subgrade Excavation	CY	1050	\$6.00	\$6,300.00
2105.526	Select Topsoil Borrow	CY	375	\$16.00	\$6,000.00
2123.610	Vacuum Truck and Foreman	HOUR	20	\$150.00	\$3,000.00
2123.610	Tractor Mounted Backhoe	HOUR	20	\$110.00	\$2,200.00
2123.610	Street Sweeper (With Pickup Broom)	HOUR	20	\$120.00	\$2,400.00
2211.503	Aggregate Base Class 5	TON	2385	\$15.00	\$35,775.00
2360.501	Type SP 12.5 Wearing Course Mixture (3, C)	TON	641	\$65.00	\$41,665.00
2360.502	Type SP 12.5 Non-Wearing Course Mixture (3, B)	TON	2141	\$63.00	\$134,883.00
2401.516	Raised Median Concrete (3Y46)	SF	7374	\$6.00	\$44,244.00
2503.601	Irrigation System	LUMP SUM	1	\$9,800.00	\$9,800.00
2521.501	4" Concrete Walk	SF	14217	\$3.50	\$49,759.50
2531.501	Concrete Curb & Gutter B612	LF	153	\$10.00	\$1,530.00
2531.501	Concrete Curb & Gutter B618	LF	3973	\$11.40	\$45,292.20
2531.501	Surmountable Curb	LF	342	\$10.00	\$3,420.00
2531.618	Truncated Domes	SF	200	\$60.00	\$12,000.00
2545.509	Lighting Unit	EACH	15	\$7,500.00	\$112,500.00
2563.601	Traffic Control	LUMP SUM	1	\$20,000.00	\$20,000.00
2564.537	Install Sign Type D	EACH	12	\$175.00	\$2,100.00
2571.502	Deciduous Tree 2.5" Cal B & B	EACH	27	\$250.00	\$6,750.00
2573.502	Silt Fence, Type Machine Sliced	LF	2500	\$3.25	\$8,125.00
2575.501	Seeding	ACRE	0.51	\$300.00	\$153.00
2575.502	Seed Mixture 250	POUND	100	\$3.50	\$350.00
2575.505	Sodding Type Salt Resistant	SY	3135.000	3.250	10188.750
N/A	Landscape Feature	EACH	1	\$50,000.00	\$50,000.00
2582.501	Pavement Message (Thru Arrow) Poly Pref - GR IN	EACH	11	\$450.00	\$4,950.00
2582.501	Pavement Message (Left Arrow) Poly Pref - GR IN	EACH	14	\$450.00	\$6,300.00
2582.501	Pavement Message (Right Arrow) Poly Pref - GR IN	EACH	8	\$450.00	\$3,600.00
2582.501	Pavement Message ("ONLY") Poly Pref - GR IN	EACH	6	\$450.00	\$2,700.00
2582.502	4" Double Solid Line, Yellow Epoxy	LF	1231	\$0.70	\$861.70
2582.502	4" Solid Line, White Epoxy	LF	1758	\$0.35	\$615.30
2582.502	4" Solid Line, Yellow Epoxy	LF	294	\$0.35	\$102.90
2582.502	4" Broken Line, White Epoxy	LF	574	\$0.30	\$172.20
2582.502	24" Stop Line, White Epoxy	LF	100	\$7.00	\$700.00
2582.503	Crosswalk Marking - Epoxy	SF	900	\$6.00	\$5,400.00
					\$865,174.80

10% Contingency:	\$86,517.48
Subtotal:	\$951,692.28

21% Indirect Costs:	\$199,855.38
Street Work Estimated Cost:	\$1,151,547.66

Watermain Cost Estimates

Project: Sunwood Drive Realignment
 Ramsey, MN



Item No.	Item	Units	Quantity	Unit Price	Total Price
2504.602	6" Gate Valve & Box	EACH	5	\$1,200.00	\$6,000.00
2504.602	12" Gate Valve & Box	EACH	3	\$2,500.00	\$7,500.00
2504.602	Hydrant	EACH	3	\$3,300.00	\$9,900.00
2504.603	6" DI Watermain, Class 52	LF	90	\$45.00	\$4,050.00
2506.501	12" DI Watermain, Class 52	LF	1400	\$50.00	\$70,000.00
2504.602	Connect To Existing Watermain	EACH	1	\$850.00	\$850.00
					\$98,300.00

10% Contingency:	\$9,830.00
Subtotal:	\$108,130.00

21% Indirect Costs:	\$22,707.30
Watermain Estimated Cost:	\$130,837.30

Storm Sewer Cost Estimates

Project: Sunwood Drive Realignment
Ramsey, MN



Item No.	Item	Units	Quantity	Unit Price	Total Price
2104.509	Remove Storm Sewer Structure	EACH	1	\$500.00	\$500.00
2503.541	15" RC Pipe Sewer DES 3006 CL V	LF	274	\$27.00	\$7,398.00
2503.541	18" RC Pipe Sewer DES 3006 CL III	LF	287	\$28.00	\$8,036.00
2503.541	21" RC Pipe Sewer DES 3006 CL III	LF	184	\$32.00	\$5,888.00
2503.541	24" RC Pipe Sewer DES 3006 CL III	LF	30	\$38.00	\$1,140.00
2503.541	27" RC Pipe Sewer DES 3006 CL III	LF	231	\$45.00	\$10,395.00
2503.602	Connect To Existing Storm Sewer	EACH	1	\$500.00	\$500.00
2506.501	48" Diameter Catch Basin Neenah Casting R-3067	EACH	10	\$1,500.00	\$15,000.00
2506.501	Catch Basin Neenah Casting R-3067 - Special	EACH	1	\$12,000.00	\$12,000.00
2573.530	Storm Drain Inlet Protection Type C	EACH	12	\$350.00	\$4,200.00
					\$65,057.00

10% Contingency:	\$6,505.70
Subtotal:	\$71,562.70

21% Indirect Costs:	\$15,028.17
Storm Sewer Estimated Cost:	\$86,590.87

Summary	Total Price
Street Work Estimated Cost:	\$1,151,547.66
Watermain Estimated Cost:	\$130,837.30
Storm Sewer Estimated Cost:	\$86,590.87
Total Estimated Cost:	\$1,368,975.83

FEASIBILITY REPORT

ARMSTRONG BOULEVARD AND RELOCATED SUNWOOD DRIVE INTERSECTION IMPROVEMENTS CITY OF RAMSEY, MINNESOTA

December 8, 2011

PREPARED BY

**WSB & Associates, Inc.
701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416**

CERTIFICATION

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

Anthony Heppelmann, PE

Date: December 8, 2011

Lic. No.

Quality Assurance/Quality Control

Derek Schmidt, PE

Date: December 8, 2011

Lic. No.

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TITLE SHEET

LETTER OF TRANSMITTAL

CERTIFICATION SHEET

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1. EXECUTIVE SUMMARY

This project has been entitled the Armstrong Boulevard and Relocated Sunwood Drive Intersection improvements. This project was initiated to accommodate the relocation of Sunwood Drive which is required by the recommended plan for the improvement of the intersection of TH 10 and Armstrong Boulevard to a grade separated interchange including a grade separation of Armstrong Boulevard over the BNSF railroad. The project proposes the following improvements:

1.1 Street and Intersection Reconstruction

It is proposed to reconstruct Armstrong Boulevard to a four-lane divided roadway with one left-turn and one right-turn lane in the northbound direction and one left-turn and one right-turn lane in the southbound direction. The total project length on Armstrong Boulevard is approximately 1100 feet. The project would also reconstruct approximately 350 feet of 147th Avenue west of Armstrong Boulevard in order to realign 147th Avenue with the relocated Sunwood Drive. It is proposed that the intersection of relocated Sunwood Drive and Armstrong Boulevard would be signalized. The proposed project is shown in *Figure 2* in *Appendix A* of this report. The improvements are consistent with the long-term interchange layout for the TH 10 and Armstrong Boulevard intersection. The preferred TH 10 and Armstrong Boulevard interchange layout is shown in *Figure 3* in *Appendix A* of this report.

1.2 Storm Sewer Improvements

Storm sewer improvements are proposed to carry the runoff from the reconstructed roadway to an existing storm water pond located on the east side of Armstrong Boulevard north of the relocated Sunwood Drive.

1.3 Trail Construction

An 8-foot trail on the east of Armstrong Boulevard between the relocated Sunwood Drive and Bunker Lake Road is proposed. This trail would tie into trails on Bunker Lake Boulevard and on the west side of Armstrong Boulevard north of Bunker Lake Boulevard. It would also connect to a new trail on relocated Sunwood Drive.

1.4 Sanitary Sewer Adjustments

The project will require the adjustment of three sanitary sewer manholes to accommodate the raised grade on Armstrong Boulevard

1.5 Water Main Extension

It is proposed to extend the 12-inch water main at relocated Sunwood Drive from the east side of Armstrong Boulevard to the west side of Armstrong Boulevard and continue the water main to the end of construction on 147th Avenue.

The total estimated project cost is approximately \$1.725 million dollars. Funding for the project will be determined for the final feasibility study.

It is proposed that the project be constructed in 2012.

2. INTRODUCTION

2.1 Authorization

The City Council of Ramsey, Minnesota at its July 26, 2011, meeting authorized the preparation of a feasibility report for the improvement of the intersection of Armstrong Boulevard and a realigned Sunwood Drive.

2.2 Scope

This feasibility study covers the segment of Armstrong Boulevard from 150 feet south of 146th Avenue NW (existing Sunwood Drive intersection with Armstrong Boulevard) to 450 feet south of Bunker Lake Boulevard. The total length of the project on Armstrong Boulevard is approximately 1100 feet. Also included in the project is approximately 350 feet of 147th Avenue to the west of Armstrong Boulevard. The proposed project consists of widening Armstrong Boulevard to a four-lane divided roadway with right- and left-turn lanes through the intersection with the realigned Sunwood Drive. The proposed project would also realign and widen 147th Avenue to match the realigned Sunwood Drive. The Sunwood Drive realignment is being developed as a separate project. However, the design of the two projects is being coordinated.

2.3 Data Available

In preparing this report, all or portions of the following sources of information were utilized.

- Mapping from the Armstrong Boulevard and Bunker Lake Boulevard Project
- Survey from the Armstrong Boulevard and Bunker Lake Boulevard Project
- Geotechnical Data from the Armstrong Boulevard and Bunker Lake Boulevard Project
- Bunker Lake Boulevard and Armstrong Boulevard Record Drawings
- TH 10 and CSAH 83 Interchange Layout
- Armstrong Boulevard and Bunker Lake Boulevard Storm Water Plans
- Armstrong Boulevard and Bunker Lake Boulevard Sanitary Sewer Plans
- Armstrong Boulevard and Bunker Lake Boulevard Water Main Plans

2.4 Project Location

The project is located at the intersection of 147th Avenue and Armstrong Boulevard in the City of Ramsey, Minnesota. The project location is shown on *Figure 1* in the *Appendix A* of this report.

2.5 Project History

This project was initiated to accommodate the relocation of Sunwood Drive which is required by the recommended plan for the improvement of the intersection of TH 10 and Armstrong Boulevard to a grade separated interchange including a grade separation of Armstrong Boulevard over the BNSF railroad. The City of Ramsey and Anoka County have recognized the need to upgrade Armstrong Boulevard from the intersection with TH 10 to north of Bunker Lake Boulevard in order to serve traffic from future development

of the COR . A preferred plan for this interchange has been identified by the study participants and a layout has been submitted to MnDOT for staff approval. See *Figure 3* in *Appendix A* of this report. A draft Federal Environmental Assessment is also being prepared to allow the use of federal funds for the interchange improvements if they should become available. A complete funding package has not yet been identified for the interchange at TH 10 and Armstrong Boulevard.

The preferred plan for the Armstrong Boulevard and TH 10 Interchange will require the relocation of Sunwood Drive at Armstrong Boulevard because of the future grade difference between the future Armstrong Boulevard and the existing Sunwood Drive. The proposed new location for the intersection of Sunwood Drive and Armstrong Boulevard is across from 147th Avenue at the approximate location of the previously proposed Ramsey Parkway. The relocation of Sunwood Drive is being undertaken as a separate project. The purpose of the Armstrong Boulevard improvements is to construct the intersection of Armstrong Boulevard and relocated Sunwood Drive in its future location and configuration consistent with the preferred interchange design for TH 10 and Armstrong Boulevard.

The intersection of Armstrong Boulevard and Bunker Lake Boulevard was improved to a four-lane divided with right- and left-turn lanes in 2011, consistent with the long-term plans for this area. This project would continue the improvements on Armstrong Boulevard to the south through the intersection with the relocated Sunwood Drive. The vertical and horizontal alignment as well as the through and turn lanes on Armstrong Boulevard will be constructed in their future permanent location and configuration through the Sunwood Drive intersection. That is, the Sunwood and Armstrong Boulevard intersection will be constructed so that additional reconstruction in the intersection is not required when the TH 10 and Armstrong Boulevard interchange is constructed.

3. EXISTING CONDITIONS

3.1 Street

The affected area of Armstrong Boulevard is currently a two-lane rural roadway with drainage ditches on both sides of the roadway. The project includes the southerly transition area on Armstrong Boulevard from the previous project at Armstrong Boulevard and Bunker Lake Boulevard. 147th Avenue is currently a 40-foot city street with curb and gutter.

There is currently no street to the east of Armstrong Boulevard at 147th Avenue where the relocated Sunwood Drive is proposed.

3.2 Trail

There is an existing trail on the east side of Armstrong Boulevard extending from Bunker Lake Boulevard to the north to Alpine Drive. There is also a trail along the north side of Bunker Lake Boulevard east and west of Armstrong Boulevard. There is currently not a trail along Armstrong Boulevard within the project limits.

3.3 Storm Sewer

A storm water pond was constructed on the east side of Armstrong Boulevard south of Bunker Lake Boulevard to handle storm water runoff from Armstrong Boulevard and adjacent parcels. This storm water pond was sized to handle additional storm water runoff from a four lane Armstrong Boulevard between existing Sunwood Drive and Bunker Lake Boulevard.

3.4 Sanitary Sewer

A 24-inch sanitary sewer main was constructed on the west side of Armstrong Boulevard between the existing Sunwood Drive and the Ramsey Fire station as part of the Armstrong Boulevard and Bunker Lake Boulevard intersection reconstruction. See *Figure 4* in *Appendix A*.

3.5 Water Main

There is no water main located in the Armstrong Boulevard right-of-way within the project limits. A 24-inch water main was extended to the south side of Bunker Lake Boulevard on the east side of Armstrong Boulevard as part of the Bunker Lake Boulevard and Armstrong Boulevard project consistent with the Cities Comprehensive Water plan. See *Figure 4* in *Appendix A*.

3.6 Private Utilities

There is gas, telephone, and electric utilities located in the Armstrong Boulevard right-of-way within the project limits. These utilities were all relocated to the east side of Armstrong Boulevard north of 147th Avenue for the Armstrong Boulevard and Bunker Lake Boulevard intersection improvements. See *Figure 5* in *Appendix A*.

3.7 Right-of-way

The existing right-of-way width on Armstrong Boulevard within the project limits is 120 feet south of 147th Avenue and 130 feet north of 147th Avenue.

DRAFT

4. PROPOSED IMPROVEMENTS

4.1 Street

It is proposed to reconstruct Armstrong Boulevard to a four lane divided roadway with one left-turn and one right-turn lane in the northbound direction and one left-turn and one right-turn lane in the southbound direction. See *Figure 2* in *Appendix A*. All lanes would be 12 feet in width with a 1.5 foot curb and gutter on the inside median and a 2-foot curb and gutter on the outside lanes. See *Figure 7* for existing and proposed cross sections. At the north end, the project will match into the recently reconstructed section of Armstrong Boulevard. The improvements are consistent with the long term interchange layout for the TH 10 and Armstrong Boulevard intersection. The project would also reconstruct approximately 350 feet of 147th Avenue west of Armstrong Boulevard in order to realign 147th Avenue with the relocated Sunwood Drive.

4.2 Trail

An eight (8) foot trail will be constructed on the east side of Armstrong Boulevard starting at the relocated Sunwood Drive and extending north to the intersection of Armstrong Boulevard and Bunker Lake Boulevard. See *Figure 2* in *Appendix A*.

4.3 Storm Sewer

Most of the drainage from Armstrong Boulevard and 147th Avenue will be picked up and carried to the recently constructed pond on the east side of Armstrong Boulevard and south of Bunker Lake Boulevard. The proposed Armstrong Boulevard will have curb and gutter on both sides of Armstrong Boulevard to approximately 25 feet south of the intersection with 147th Avenue. South of this point will be temporary construction with a rural section. The storm water runoff from the urban section will be picked up by a line of catch basins just south of the 147th Avenue and Armstrong Boulevard intersection and a second line of catch basins near the tie in point with the Armstrong Boulevard and Bunker Lake Boulevard project (approximately station 40+25). The drainage from the temporary rural section of Armstrong Boulevard south of 147th Avenue will be picked up in ditches and carried to the drainage system at 147th Avenue. Water from 147th Avenue will be picked up at the intersection and by catch basins located at the westerly terminus of the 147th Avenue reconstruction. There is a small section at the southerly terminus of the Armstrong improvements that will drain to the existing pond by Coborn's as it does today. See *Figure 6* in *Appendix A*.

4.4 Sanitary Sewer

The existing sanitary sewer along Armstrong Boulevard will remain in place. Additional fill will be placed over the existing sanitary sewer line on Armstrong Boulevard to accommodate the raised grade needed on Armstrong Boulevard. The in-place sanitary sewer pipe is designed to handle the additional fill from this interim project. However, it is likely that some modification of the sanitary sewer line near 146th Avenue will be required with the future interchange project. The extent of the modifications will depend on whether a right-turn lane to old Sunwood Drive is provided from the interchange. The least costly option would be to relocate the southerly 300 feet of this line to the east side of the road in the future when the interchange is built. There are currently three man

holes to the sanitary sewer line within the project limits that will have to be adjusted to accommodate the change in grade on Armstrong Boulevard.

4.5 Water main

A 12-inch water main crossing of Armstrong Boulevard is proposed at Sunwood Drive and 147th Avenue to provide future water service to the west side of Armstrong Boulevard. This 12-inch water main would be extended to the west end of the proposed construction on 147th Avenue.

4.6 Private Utilities

In general, the private utilities can remain in their existing location. Some minor adjustments may be required to accommodate the storm sewer and water main installations.

4.7 Right-of-way

Permanent right-of-way or easement will be required from five different parcels as shown on *Figure 8* in *Appendix A*. The City of Ramsey currently owns the property on the east side of Armstrong Boulevard where right-of-way is needed. The acquisition of the land on the west side of Armstrong Boulevard and south of 147th Avenue is addressed in the feasibility study for the relocated Sunwood Drive. Permanent easements are required from two properties north of 147th Avenue. In addition a temporary easement is required from the parcel adjacent to 147th Avenue to reconstruct the driveway. The estimated cost of these permanent and temporary easements based on the costs from the Bunker Lake Boulevard and Armstrong Boulevard project is \$ssss .

4.8 Permits and Approvals

The following permits and approvals will be needed for this project:

- NPDES Permit
- Lower Rum River WMO Permit
- Anoka County Plan Approval
- State Aid Plan Approval
- Department of Health Permit for Water Main

5. FINANCING

5.1 Opinion of Probable Cost

A detailed breakdown of the Cost Opinion for the proposed project is included in *Appendix B* of this report. The opinion of cost is based on estimated prices and incorporates the construction cost experience for the Armstrong Boulevard and Bunker Lake Boulevard project in 2011. The opinion of probable cost includes a 10% contingency and administrative costs of 21% for engineering, legal, financing, and other administrative costs. The project costs are summarized below.

**Armstrong Boulevard and Sunwood Drive
City of Ramsey, Minnesota
Opinion of Probable Cost**

Street/Intersection Improvements	\$1,460,038
Trail	\$ 14,128
Storm Sewer Improvements	\$ 168,484
Water Main	\$ 107,066
Total Proposed Improvements	\$1,749,715

The above costs do not include the cost of right-of-way acquisition.

5.2 Temporary versus Permanent Construction

All construction from 25 feet south of relocated Sunwood Drive to the north project limits would be permanent construction. This would include all of the trail and storm sewer improvements and most of the street/intersection improvements. The only temporary construction anticipated with this project is the pavement, signing and striping in the transition area south of Sunwood Drive. The additional fill needed south of relocated Sunwood Drive is fill that would be needed for the Interchange project in the future.

5.3 Funding

The funding plan for the project will be provided as part of the final feasibility study.

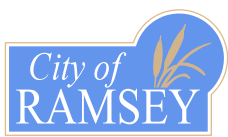
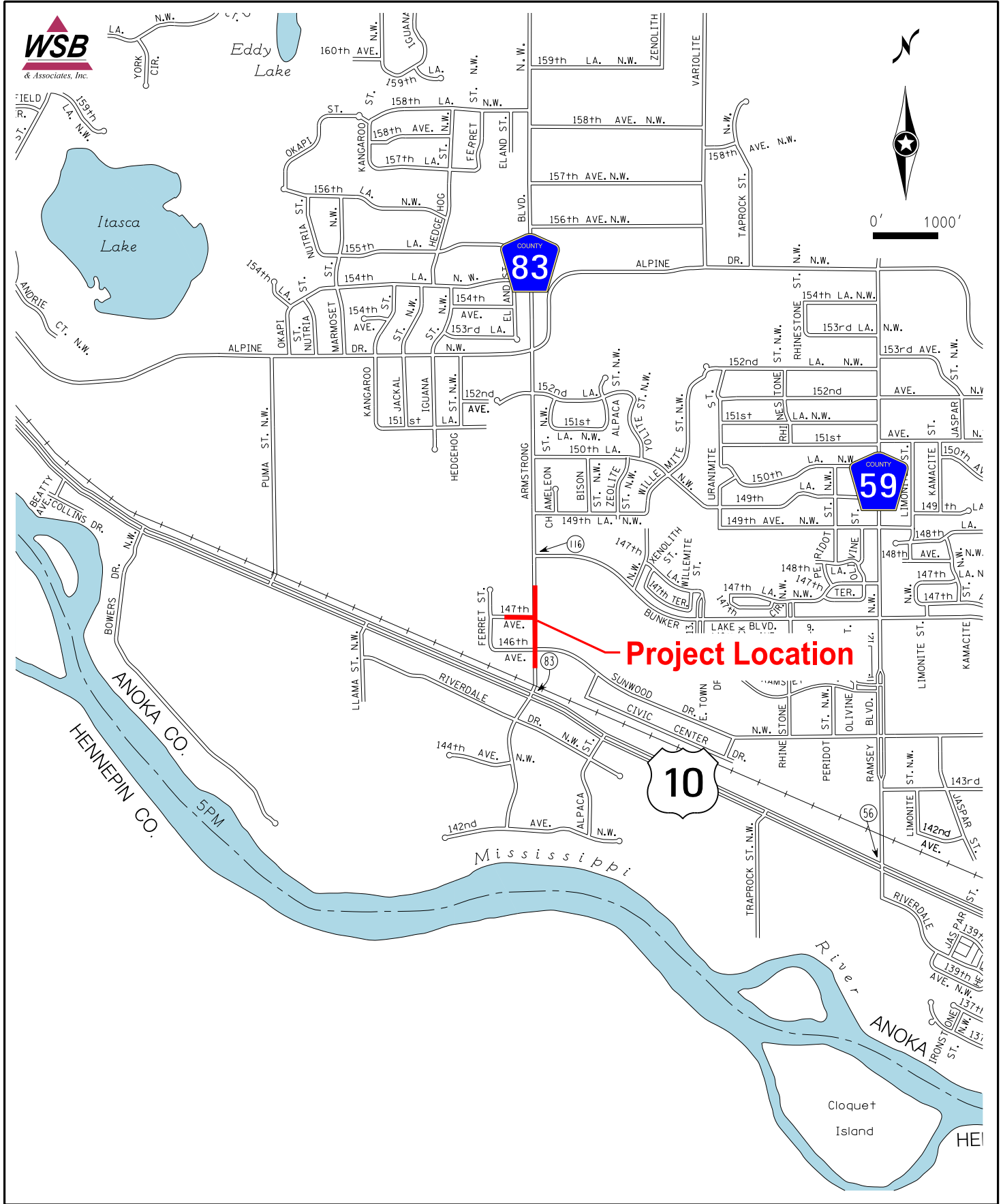
6. PROJECT SCHEDULE

Task	Completion Date
Order Feasibility Study	July 26 th , 2011
Accept Feasibility Study and Order Plans and Specifications	January 10, 2012
Approve Plans, Specifications and Order Advertisement for Bids	April, 2012
Receive Bids	May, 2012
Begin Construction	June, 2012
Substantial Completion	September, 2012
Final Completion	November, 2012

7. FEASIBILITY AND RECOMMENDATION

Based on our analysis and the data presented, the proposed project is feasible as a permanent improvement that will not require reconstruction when the interchange at TH 10 and Armstrong Boulevard is constructed.

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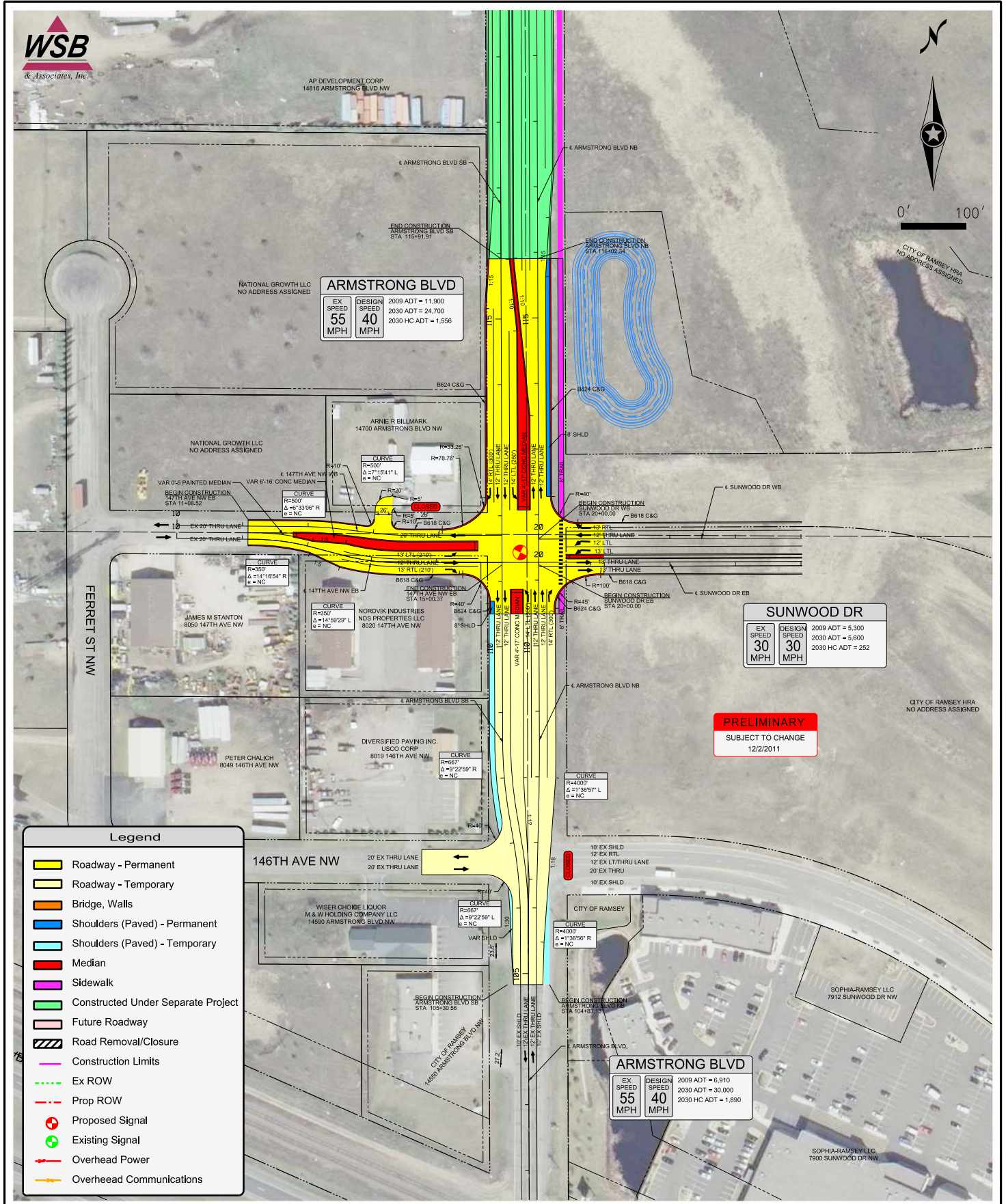


Armstrong Blvd at Sunwood Drive

City of Ramsey, Minnesota

Project Location Map

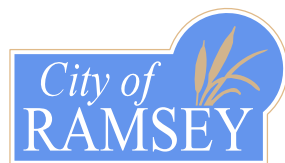
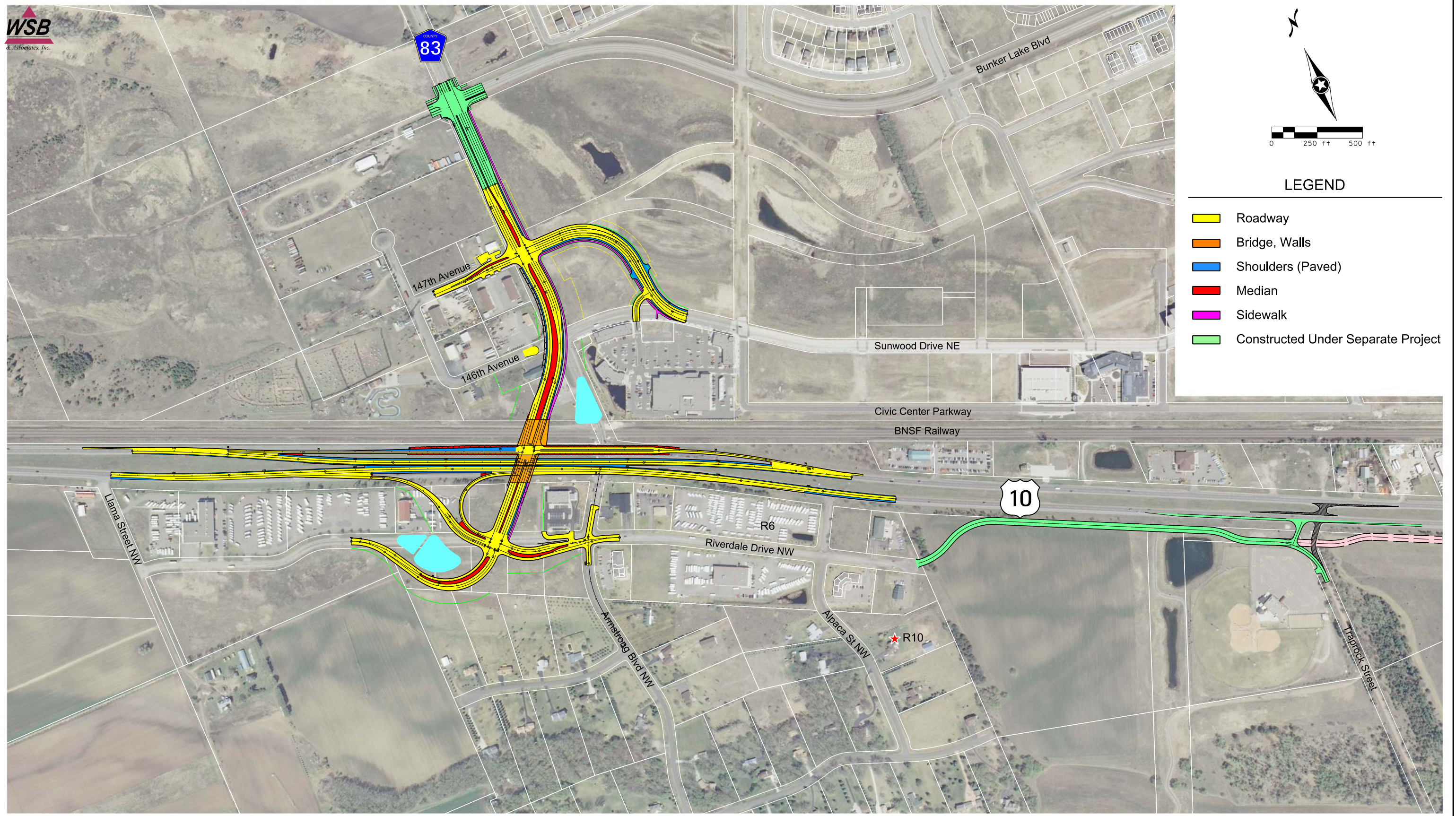
Figure 1



Armstrong Blvd at Sunwood Drive

City of Ramsey, Minnesota

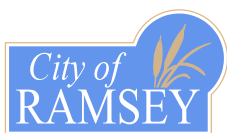
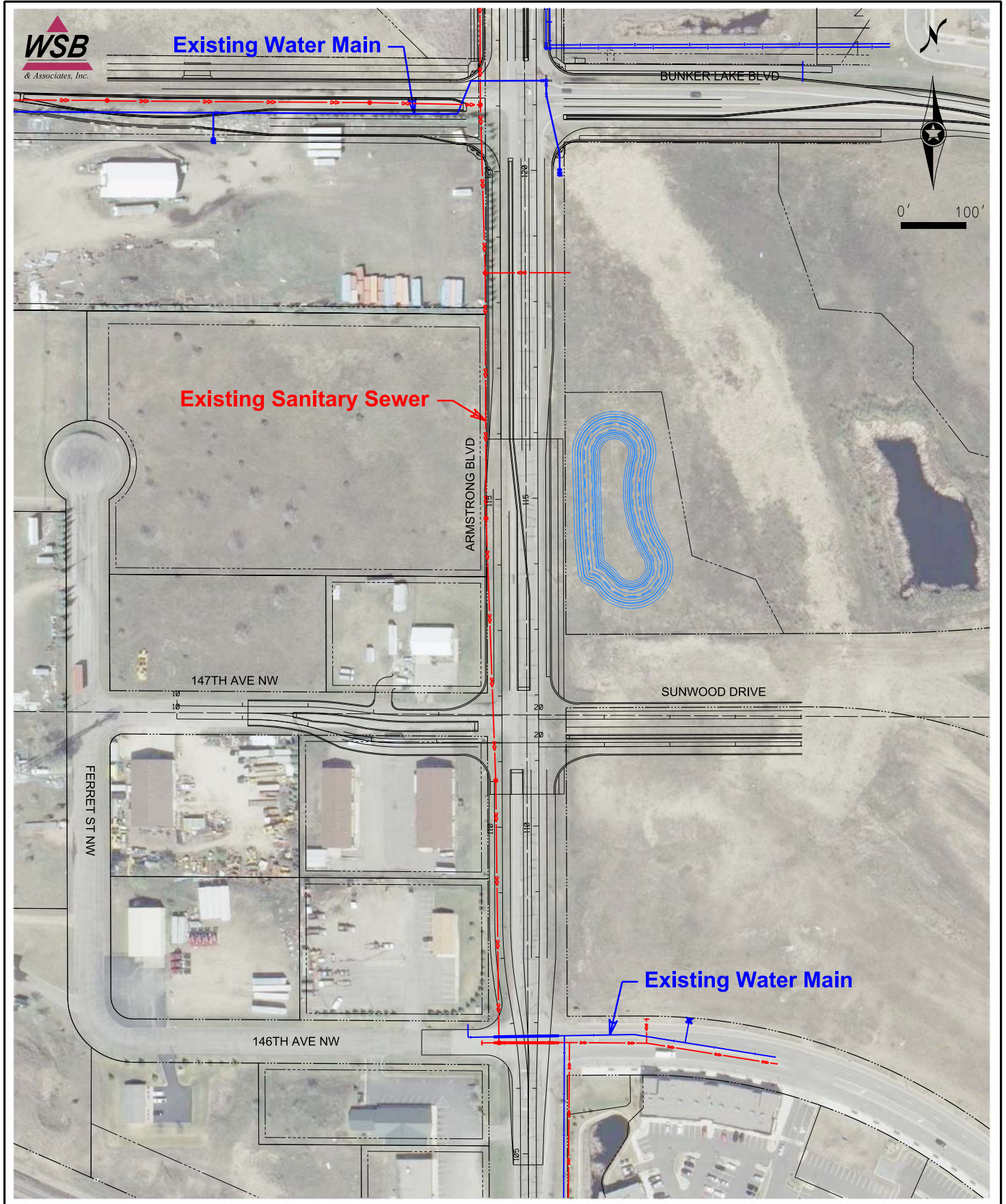
Project Layout
 Figure 2



Armstrong Blvd at Sunwood Drive

City of Ramsey, Minnesota

Interchange Layout
Figure 3

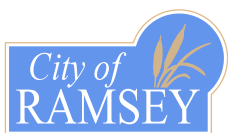
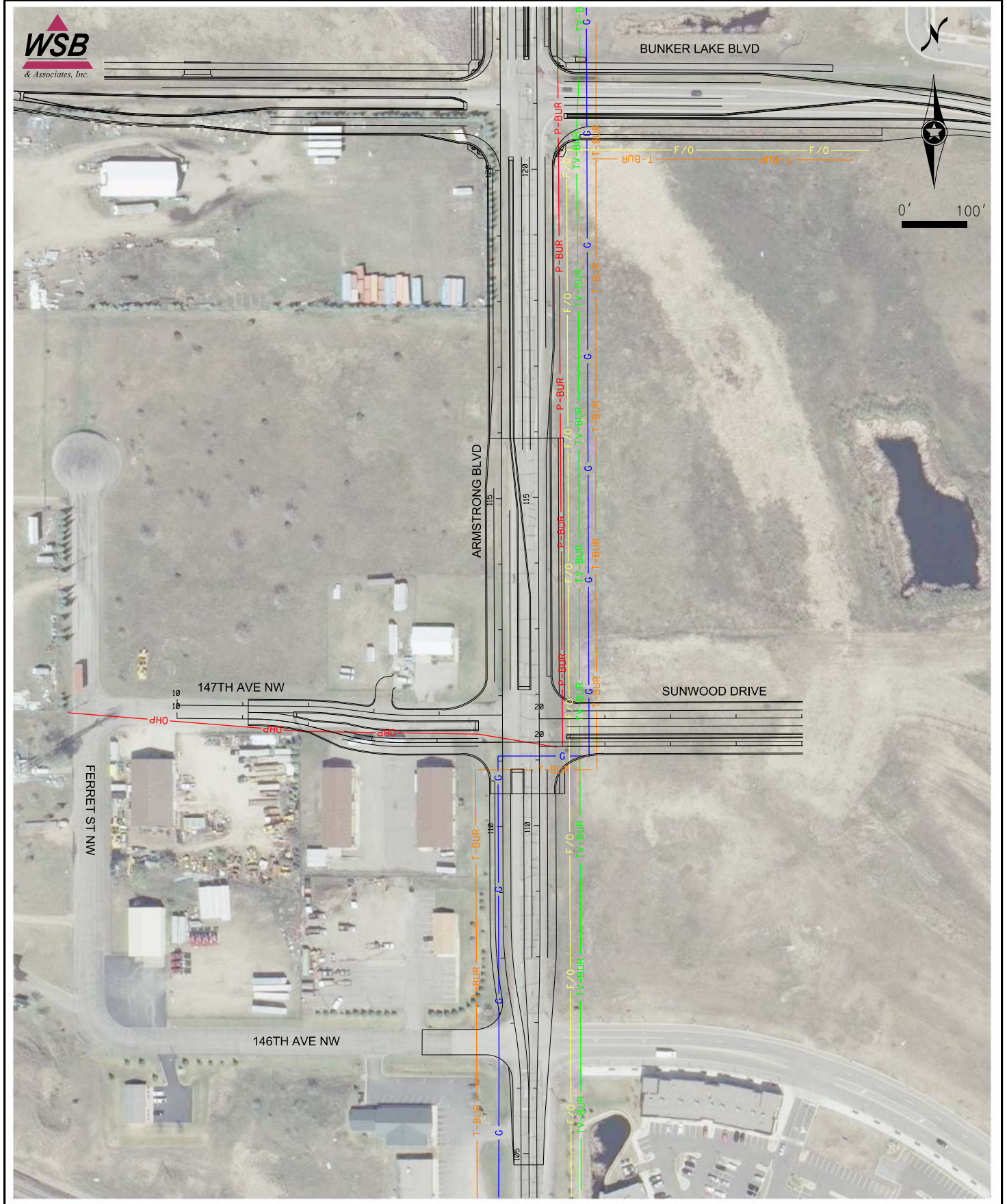


Armstrong Blvd at Sunwood Drive

City of Ramsey, Minnesota

Public Utilities

Figure 4

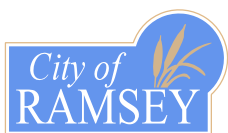
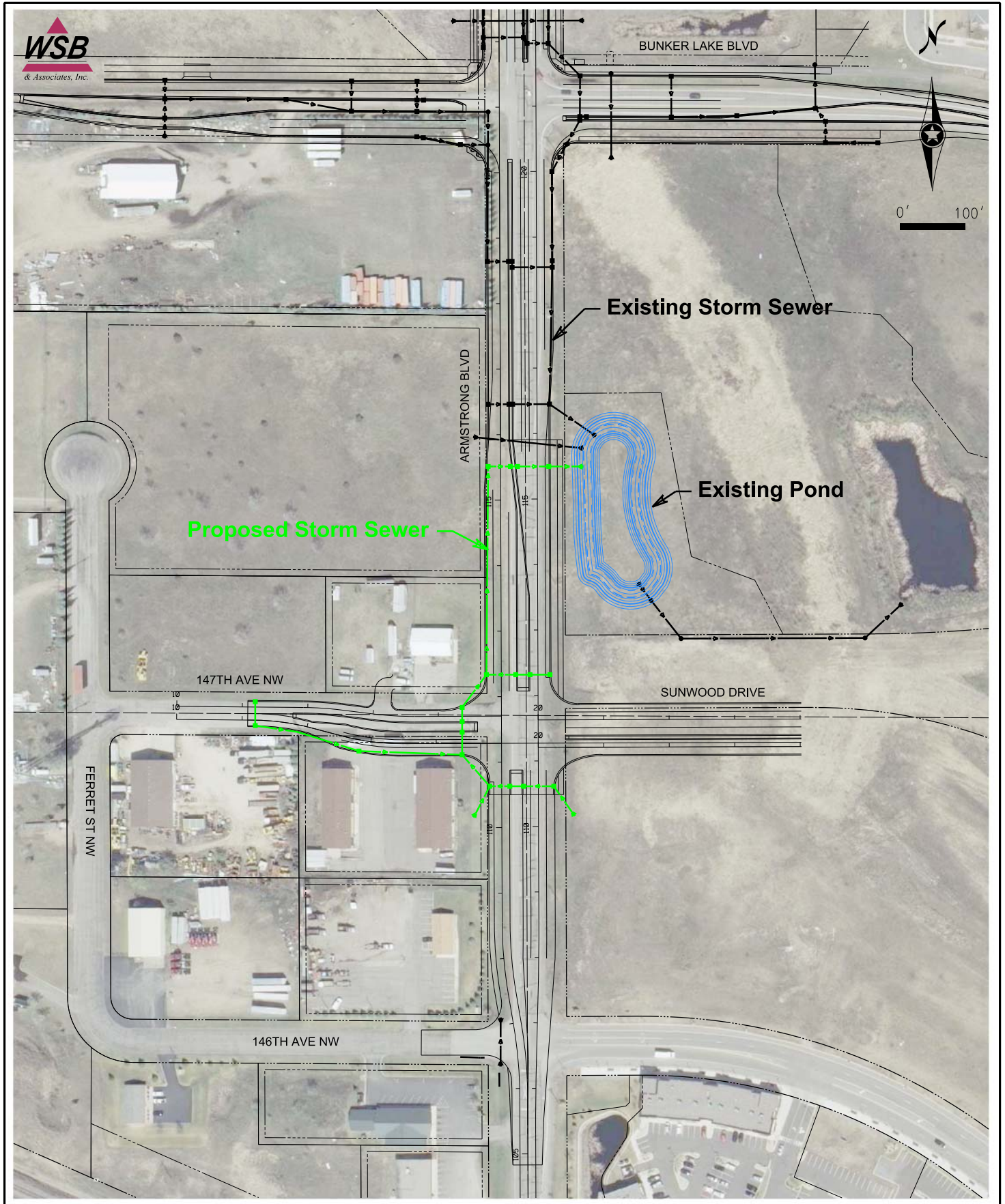


Armstrong Blvd at Sunwood Drive

City of Ramsey, Minnesota

Private Utilities

Figure 5

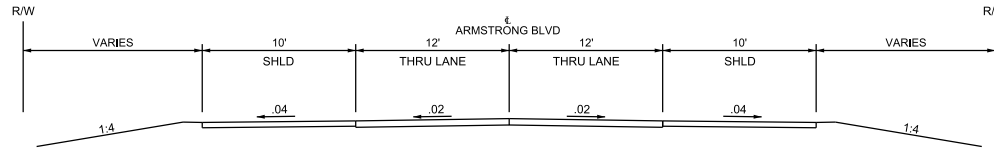


Armstrong Blvd at Sunwood Drive

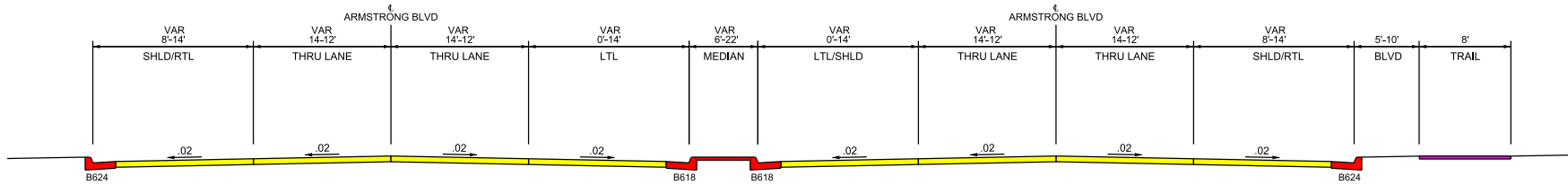
City of Ramsey, Minnesota

Storm Sewer Plan

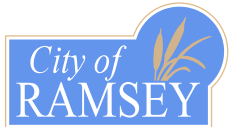
Figure 6

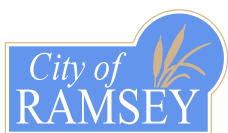
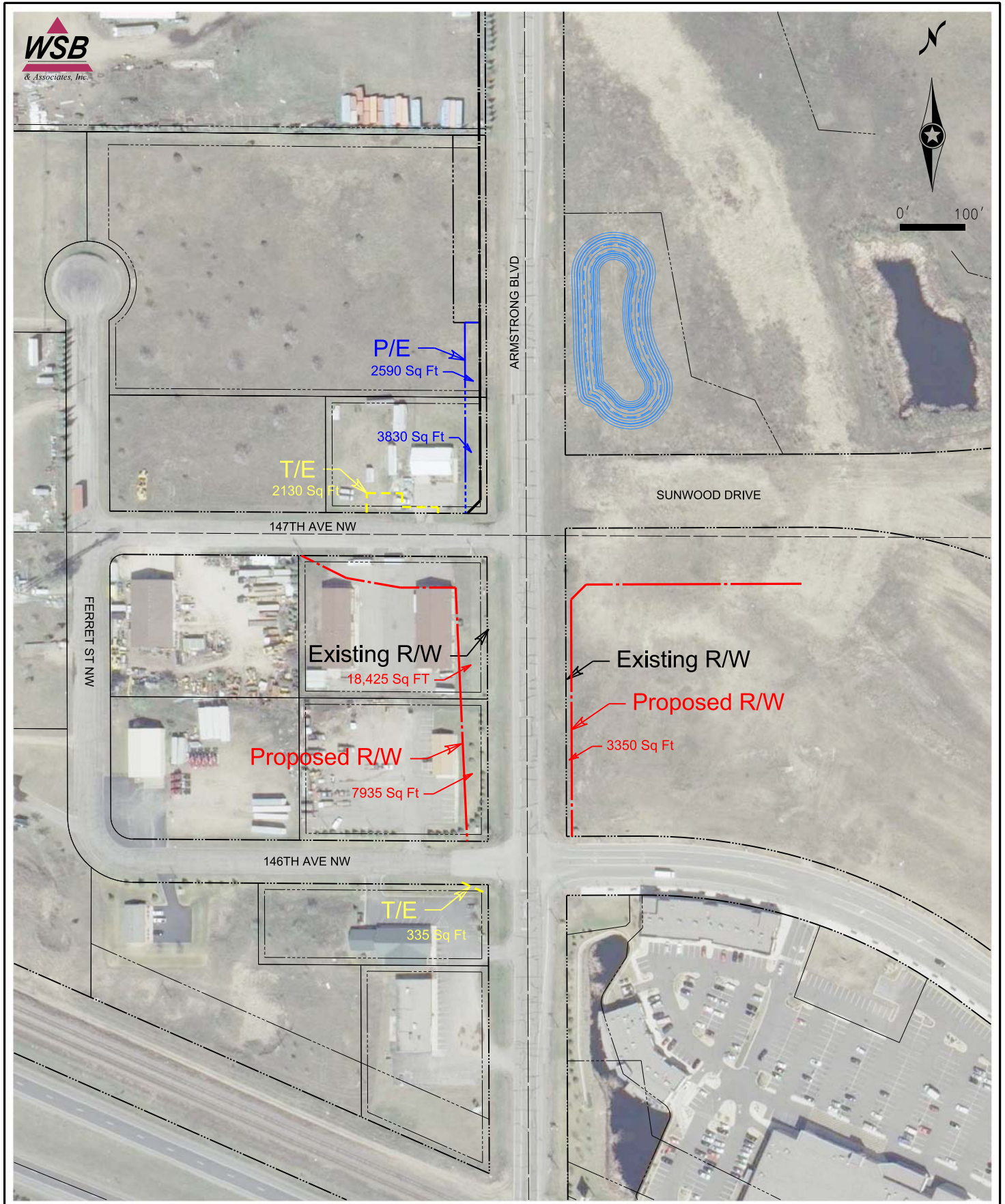


Existing Armstrong Blvd



Proposed Armstrong Blvd





Armstrong Blvd at Sunwood Drive

City of Ramsey, Minnesota

Right-of-Way Map

Figure 8

**OPINION OF PROBABLE COST
CSAH 83 (ARMSTRONG BLVD) AT SUNWOOD DR**

WSB Project: CSAH 83 at Sunwood Dr

Project Location: Ramsey, MN

WSB Project No: 01973-010

ITEM NUMBER	DESCRIPTION	UNIT	Unit Price	PROJECT TOTAL	
				ESTIMATED QUANTITY	Estimated Cost
Surface Improvements					
2021.501	MOBILIZATION	LUMP SUM	\$75,000.00	1	\$75,000.00
2031.501	FIELD OFFICE TYPE D-MODIFIED	EACH	\$16,000.00	1	\$16,000.00
2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$8.00	200	\$1,600.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$3.00	5150	\$15,450.00
2104.509	REMOVE SIGN TYPE C	EACH	\$40.00	16	\$640.00
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	\$2.75	345	\$948.75
2105.522	SELECT GRANULAR BORROW (CV)	CU YD	\$11.60	5123	\$59,426.80
2105.526	SELECT TOPSOIL BORROW (LV)	CU YD	\$16.00	931	\$14,896.00
2106.607	EXCAVATION - COMMON (P)	CU YD	\$4.50	2612	\$11,754.00
2106.607	EXCAVATION - SUBGRADE (P)	CU YD	\$6.00	5123	\$30,738.00
2106.607	COMMON EMBANKMENT (CV) (P)	CU YD	\$4.50	18080	\$81,360.00
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$120.00	40	\$4,800.00
2130.501	WATER	M GALLONS	\$26.00	100	\$2,600.00
2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	\$22.00	2907	\$63,954.00
2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	\$65.00	2255	\$146,575.00
2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	\$63.00	1510	\$95,130.00
2521.501	4" CONCRETE WALK	SQ FT	\$3.50	8335	\$29,172.50
2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$11.40	645	\$7,353.00
2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$14.00	1075	\$15,050.00
2531.618	TRUNCATED DOMES	SQ FT	\$60.00	32	\$1,920.00
2545.509	Lighting	LUMP SUM	\$10,000.00	1	\$10,000.00
2563.601	TRAFFIC CONTROL	LUMP SUM	\$75,000.00	1	\$75,000.00
2564.531	SIGN PANELS TYPE C	SQ FT	\$40.00	156.5	\$6,260.00
2564.537	INSTALL SIGN TYPE SPECIAL	EACH	\$130.00	2	\$260.00
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM A	SIG SYS	\$275,000.00	1	\$275,000.00
2565.601	EMERGENCY VEHICLE PREEMPTION SYS A	LUMP SUM	\$5,200.00	1	\$5,200.00
2565.601	TRAFFIC CONTROL INTERCONNECTION	LUMP SUM	\$12,000.00	1	\$12,000.00
2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	\$2.00	7206.1	\$14,412.20
2575.501	SEEDING	ACRE	\$300.00	1.49	\$447.00
2575.505	SODDING TYPE LAWN	SQ YD	\$2.66	920	\$2,447.20
2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	\$2.00	3581.6	\$7,163.20
2582.501	PAVT MSSG (LT ARROW) POLY PREF-GR IN	EACH	\$450.00	8	\$3,600.00
2582.501	PAVT MSSG (RT ARROW) POLY PREF-GR IN	EACH	\$450.00	7	\$3,150.00
2582.502	4" SOLID LINE WHITE-EPOXY	LIN FT	\$0.35	2745	\$960.75
2582.502	4" BROKEN LINE WHITE-EPOXY	LIN FT	\$0.30	420	\$126.00
2582.502	24" STOP LINE WHITE-EPOXY	LIN FT	\$7.00	195	\$1,365.00
2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY	LIN FT	\$0.70	855	\$598.50
2582.503	CROSSWALK MARKING- POLY PREFORM (GR IN)	SQ FT	\$15.00	306	\$4,590.00
Total Street Improvements					\$1,096,947.90
plus 10% Contingencies					\$109,694.79
Total Street Improvement Construction Cost					\$1,206,642.69
plus 21%Admin, Legal Etc					\$253,394.96
Total Street Improvement Cost					\$1,460,037.65

**OPINION OF PROBABLE COST
CSAH 83 (ARMSTRONG BLVD) AT SUNWOOD DR**

WSB Project: CSAH 83 at Sunwood Dr

Project Location: Ramsey, MN

WSB Project No: 01973-010

ITEM NUMBER	DESCRIPTION	UNIT	Unit Price	PROJECT TOTAL	
				ESTIMATED QUANTITY	Estimated Cost
	Trail Improvements				
2521.501	4" CONCRETE WALK	SQ FT	\$3.25	3266	\$10,614.50
	plus 10% Contingencies				\$1,061.45
	Total Trail Improvement Construction Cost				\$11,675.95
	plus 21%Admin, Legal Etc				\$2,451.95
	Total Trail Improvement Cost				\$14,127.90

**OPINION OF PROBABLE COST
CSAH 83 (ARMSTRONG BLVD) AT SUNWOOD DR**

WSB Project: CSAH 83 at Sunwood Dr

Project Location: Ramsey, MN

WSB Project No: 01973-010

ITEM NUMBER	DESCRIPTION	UNIT	Unit Price	PROJECT TOTAL	
				ESTIMATED QUANTITY	Estimated Cost
	Storm Sewer Improvements				
2501.515	24" RC PIPE APRON	EACH	\$625.00	3	\$1,875.00
2501.602	TRASH GUARD FOR 24" PIPE APRON	EACH	\$350.00	3	\$1,050.00
2503.541	15" RC PIPE SEWER DESIGN 3006 CL V	LIN FT	\$27.00	564	\$15,228.00
2503.541	18" RC PIPE SEWER DESIGN 3006 CL III	LIN FT	\$28.00	297	\$8,316.00
2503.541	21" RC PIPE SEWER DESIGN 3006 CL III	LIN FT	\$32.00	188	\$6,016.00
2503.541	24" RC PIPE SEWER DESIGN 3006 CL III	LIN FT	\$38.00	650	\$24,700.00
2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$325.00	108	\$35,100.00
2506.501	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	\$400.00	22	\$8,800.00
2506.516	CASTING ASSEMBLY	EACH	\$900.00	24	\$21,600.00
2506.522	ADJUST FRAME & RING CASTING	EACH	\$275.00	3	\$825.00
2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	\$3.00	25	\$75.00
2511.607	RANDOM RIPRAP CLASS III SPECIAL	CU YD	\$150.00	20	\$3,000.00
	Total Storm Sewer Improvements				\$126,585.00
	plus 10% Contingencies				\$12,658.50
	Total Storm Sewer Construction Cost				\$139,243.50
	plus 21%Admin, Legal Etc				\$29,241.14
	Total Storm Sewer Improvement Cost				\$168,484.64

**OPINION OF PROBABLE COST
CSAH 83 (ARMSTRONG BLVD) AT SUNWOOD DR**

WSB Project: CSAH 83 at Sunwood Dr

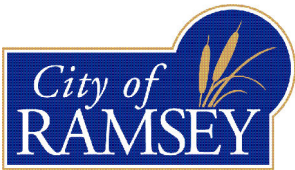
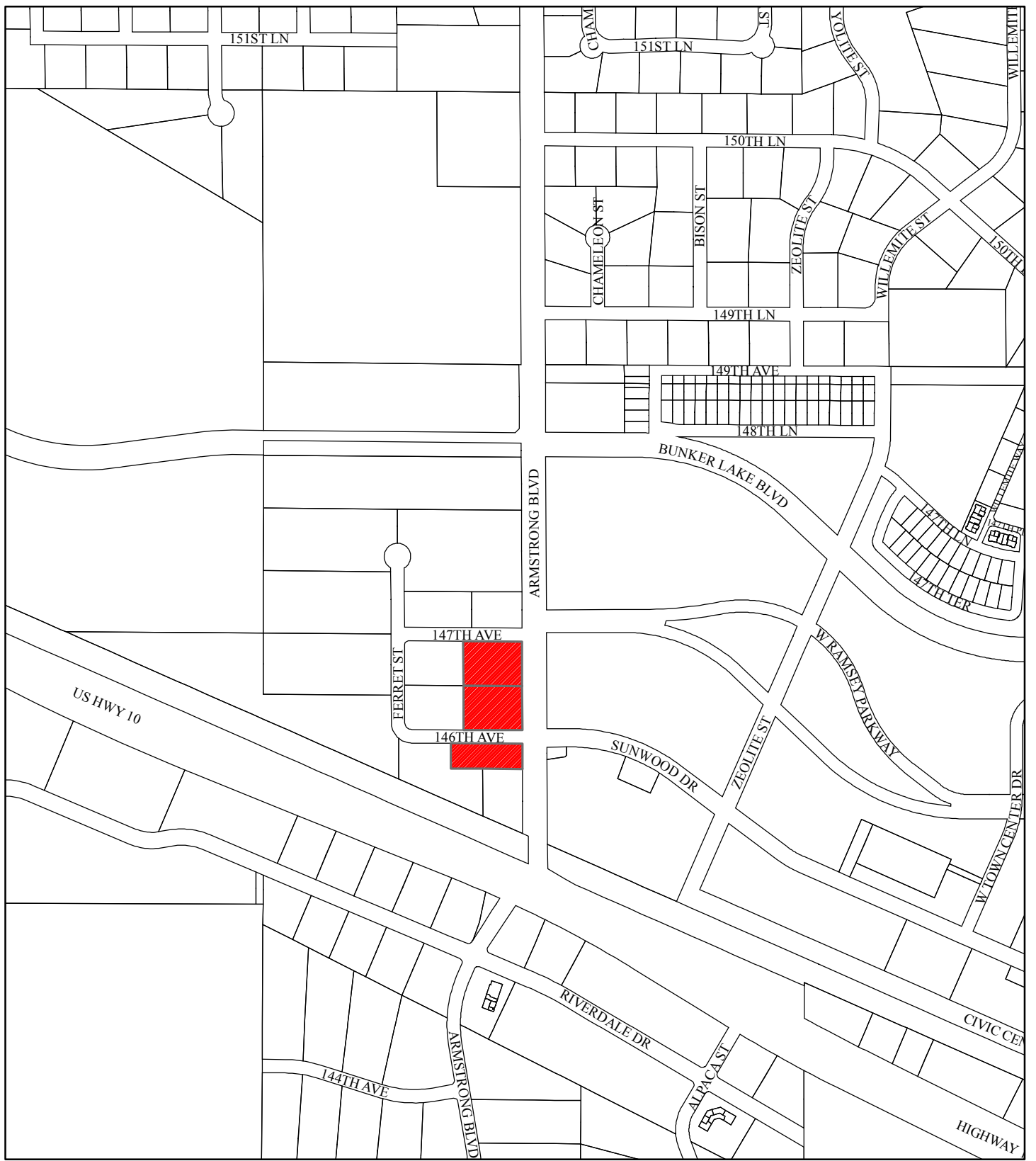
Project Location: Ramsey, MN

WSB Project No: 01973-010

ITEM NUMBER	DESCRIPTION	UNIT	Unit Price	PROJECT TOTAL	
				ESTIMATED QUANTITY	Estimated Cost
	WATER MAIN IMPROVEMENTS				
2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$850.00	1	\$850.00
2504.602	HYDRANT	EACH	\$3,300.00	2	\$6,600.00
2504.602	ADJUST VALVE BOX-WATER	EACH	\$250.00	4	\$1,000.00
2504.602	6" GATE VALVE AND BOX	EACH	\$1,200.00	2	\$2,400.00
2504.602	12" GATE VALVE AND BOX	EACH	\$2,500.00	2	\$5,000.00
2504.603	6" WATER MAIN-DUCT IRON CL 52	LIN FT	\$45.00	60	\$2,700.00
2504.603	12" WATER MAIN-DUCT IRON RESTRND JT	LIN FT	\$62.00	145	\$8,990.00
2504.603	12" WATER MAIN-DUCT IRON CL 52	LIN FT	\$50.00	550	\$27,500.00
2504.603	24" STEEL CASING PIPE	LIN FT	\$140.00	145	\$20,300.00
2504.608	DUCTILE IRON FITTINGS	POUND	\$3.00	1700	\$5,100.00
	Total Storm Sewer Improvements				\$80,440.00
	plus 10% Contingencies				\$8,044.00
	Total Storm Sewer Construction Cost				\$88,484.00
	plus 21%Admin, Legal Etc				\$18,581.64
	Total Water Main Cost				\$107,065.64

Grand Total

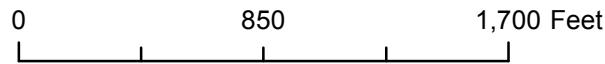
\$1,749,715.83

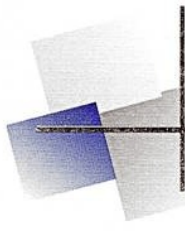


Parcels to be Appraised

Legend

- Site
- Parcels





HOSCH

Appraisal & Consulting, Inc.

November 18, 2011

Mr. William K. Goodrich
RANDALL and GOODRICH, P.L.C.
2140 Fourth Avenue North
Anoka, MN 55303
bgood@anokalaw.com

VIA EMAIL ONLY

RE: Proposal for Real Estate Appraisals of Three Properties as follows:

- **Lot 1, Block 1, Hauser Addition (PIN No. 29-32-25-14-0013)**
- **Lot 2, Block 2, Hy-10, Ramsey (PIN No: 29-32-25-14-0009)**
- **Lot 3, Block 2, Hy-10, Ramsey (PIN No: 29-32-25-14-0010)**

Dear Mr. Goodrich:

Following our discussions and review of subsequent information you provided, we are pleased to provide you with this proposal for appraisal services involving the above-captioned real estate. It is our understanding that the intended use of the appraisal services is for internal decision-making for possible acquisition involving either total or partial acquisitions.

Scope of Assignment

As discussed, we propose handling this assignment as follows:

Verbal Report of Value Ranges/Potential Value Impacts Followed by Work File Memorandum

Hosch Appraisal & Consulting, Inc. will review all documents to fully understand each property and conduct a thorough interior and exterior inspection of each property. Fee simple real property rights of the subject properties are to be considered (subject to any disclosed or obvious easements and encumbrances) consistent with their highest and best uses. As discussed, we will be requesting assistance from City planning and engineering staff pertaining to potential impacts to zoning compliance, parking, access, topography, etc. where partial acquisitions are anticipated to fully understand the physical and legal impacts to the properties located on Lots 2 and 3, Block 2, Hy-10.

The sales comparison approach will be utilized as the primary approach to value, with an income capitalization approach to be considered if applicable. A range of value will be communicated to you verbally by telephone for each property before the acquisition, with before and after appraisals being conducted on both Lots 2 and 3, Block 2, Hy-10. Our verbal reports of value/potential impacts of the taking will be followed by preparation of a brief work file memorandum in order for our work to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) as well as the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. A copy of our work file memorandum that summarizes the verbal report would be provided to you upon request.

Mr. William K. Goodrich
November 18, 2011
Page Two

Description of the Firm

Hosch Appraisal & Consulting, Inc. is a real estate/business valuation and consulting firm that serves both public and private entities and individuals throughout the Midwest. Our geographic concentration is in the Upper Midwest; however, our services continue to expand throughout the country. Hosch Appraisal & Consulting, Inc. is dedicated to providing its clients with quality work prepared by an experienced staff of appraisers/analysts with a wide variety of expertise. This knowledge is achieved by incorporating extensive and continuous education with years of unique field experience.

Technical Qualifications

The most experienced of our staff have obtained the Certified General Real Property Appraiser license from the State of Minnesota, with reciprocity available in other states, and earned the top designation offered by the Appraisal Institute (MAI – designated Member of the Appraisal Institute). Other staff appraisers are candidates for membership, as well as members of various associations. Litigation support is an area of specialty, with involvement in high-profile court cases and decisions throughout the Midwest. Some of our expert testimony experience includes preparation of affidavits, and appearances at depositions, arbitrations, commissioner hearings, district court trials, Minnesota Tax Court trials, U.S. Bankruptcy Court trials and city council meetings.

Real Estate Valuation Expertise

We offer a wide range of services to our clients with an ability to solve some of the most complex valuation problems that surface in the marketplace. Extensive experience includes, but is not necessarily limited to, the following functions: real estate litigation, eminent domain, inverse condemnation claims, special assessment benefits analyses, tax appeals, foreclosure, bankruptcy, mortgage financing, fair market rental analyses (land and building leases), purchase and sale consulting, investment counseling, charitable donations, gift tax, partial sale/gifting, estate planning and settlement, environmental contamination, construction defects, easements and encumbrances, title problems, development consulting, highest and best use, and assignment of financing (conventional and/or tax increment financing (TIF)). Staff members supplement their appraisal and consulting experience by speaking at various seminars and publishing articles on valuation topics.

Our geographic concentration has included over 10 states, with the ability to work in any state.

Business Valuation Expertise

Hosch Appraisal & Consulting, Inc. also offers business valuation services to our clients for a variety of purposes. Our experience includes, but is not necessarily limited to, the following functions: mortgage financing, consulting for purchase or sale, estate planning and settlement, litigation support, and internal decision-making. Staff members continue to expand their knowledge base through continuing education and ongoing contact with market participants.

Special Qualifications

Appraisal and consulting reports prepared for litigation purposes comprise a significant portion of our practice. Our experience includes assignments commissioned by clients who work within both the public and private sectors. Clients also include those who have become familiar with our work product when representing plaintiffs or defendants on an opposing side. Our analyses are well thought-out, supported, and therefore, well respected and received by attorneys and authoritative bodies.

Appraisal and Consulting Fee Structure

Hosch Appraisal & Consulting, Inc. handles its accounts on an hourly basis, with total fees for each individual appraisal of the type proposed in the above Scope of Assignment typically ranging between \$2,500 and \$4,500 depending on the type of acquisition (total or partial) and whether the property includes substantial impacts to evaluate. Due to the complex scope of work outlined above, it is difficult to provide a lump-sum fee quote at this time for each individual appraisal assignment. We keep detailed time sheets on each job and the information is available to our clients, if so desired. The goal is to use a team approach in order to maximize efficiency and match the tasks with the appropriate skills of various team members.

Our normal 2011 billing rates range from \$90 to \$285 per hour (Stephen T. Hosch, MAI has a normal hourly billing rate of \$255 and a trial preparation/testimony rate of \$285 per hour); however, given the potential for a larger volume of work through appraising three properties in the same location, we will provide you with discounted hourly rates equivalent to a 10% discount off our normal 2011 hourly rates for the first year of this proposed contract before rounding to the nearest \$1.00, with hourly rates for the second year of this proposed contract increasing by 3% before rounding to the nearest \$1.00, as follows:

	2011 Normal Hourly Billing Rates*	City of Ramsey 12/1/11-11/30/12 Discounted Hourly Billing Rates*	City of Ramsey 12/1/12 to 11/30/13 Discounted Hourly Billing Rates*
Stephen T. Hosch, MAI	\$255.00	\$232.00	\$239.00
Nathan Brooberg	\$145.00	\$132.00	\$136.00
Derek Pederson	\$145.00	\$132.00	\$136.00
Jonathan Barclay	\$112.50	\$102.00	\$105.00
Ann Hosch	\$90.00	\$82.00	\$84.00

* **The above fee schedules include preparation of an electronic work file memorandum in PDF format. Color hard copies are available at an additional charge, if requested. Travel expenses, long-distance phone calls, and other extraordinary material costs are also billed in addition to the indicated fee quotes. All client meetings, expanded scopes of work (including updates and any upgrades of reporting to narrative appraisal reports, exhibit preparation and testimony) and additional consulting authorized by you are billed in addition to the indicated fee quotes at the above discounted hourly rates.**

No retainer is necessary in order for us to begin working on the assignment. The fee will be billed on the earlier of either a monthly basis or once the job is finished, with payment due immediately upon receipt. We do accept credit card payments with VISA, MASTERCARD and DISCOVER. If you wish to pay by credit card, please call Ann Hosch at our office at (612) 331-1688 to process the transaction over the telephone.

Mr. William K. Goodrich
November 18, 2011
Page Four

In the event that there is an order or agreement by a third party to pay or reimburse your fees, you will nonetheless remain directly obligated to us for the payment of the total fees and costs incurred on your behalf. This Agreement may be terminated by you for any reason upon providing written notice to us. Upon any termination of this Agreement, you agree to pay Hosch Appraisal & Consulting, Inc. in full for any expenses incurred and services performed by its appraisers and/or employees up to such time.

If this proposal is consistent with your expectations for appraisal services, please sign and return this original agreement to us (or feel free to email back a signed copy of the signature page). This will then constitute formal authorization to begin working on the assignment. It is assumed that you will be providing us with all relevant background information about the real estate including any listing, offer or sale information within three years prior to the appraisal date, any surveys, topography maps, in advance in order for us to begin a comprehensive work file. Please contact me if you wish to amend the scope of the assignment outlined above.

Thank you for contacting us. If you have any questions or concerns or would like to discuss this matter further, please feel free to contact us at (612) 331-1688. You can also visit our website at www.hoschappraisal.com. We look forward to the opportunity to be of service to you in order to bring this assignment to a successful conclusion.

Sincerely,

Hosch Appraisal & Consulting, Inc.



Stephen T. Hosch, MAI
President

Enclosure

<p><u>Authorization to Proceed</u></p> <p>Name: _____ Mr. William K. Goodrich</p> <p>Date: _____</p>
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APPRAISAL CONTRACT CONDITIONS

1. Hosch Appraisal & Consulting, Inc. warrants that the services will be performed in a professional manner, in accordance with established appraisal industry standards. The firm makes no further warranty of any kind, expressed or implied.
2. Disclosure of the contents of this appraisal report is governed by the bylaws and regulations of the professional appraisal organizations with which various appraisers in the firm are affiliated. These include the Appraisal Institute, The Institute of Business Appraisers, The American Society of Appraisers, and The American Society of Real Estate Counselors.
3. Hosch Appraisal & Consulting, Inc. will preserve the confidential nature of information received from the client, in accordance with established professional standards. The client agrees to preserve the confidential format and content of the appraisal report. The report and the appraiser's identity, are not to be used in whole or part, outside the client's organization, without prior written approval, except for review by auditors and legal counsel, and by the representatives of taxing authorities.
4. The persons authorizing the engagement on behalf of the client and Hosch Appraisal & Consulting, Inc. are empowered to do so.
5. The client agrees that Hosch Appraisal & Consulting, Inc. does not, either by entering into this contract, or by performing the services rendered, assume, abridge, abrogate, or undertake to discharge any duty of the client to any other entity.
6. Any use of the appraisal report, by the client, is conditioned upon payment of all fees in accordance with the agreed terms.
7. Appraisal fees are in no way contingent upon values concluded by Hosch Appraisal & Consulting, Inc. or any future event such as the securing of financing.
8. In consideration for performing the services rendered at the fee charged, Hosch Appraisal & Consulting, Inc. expressly limits its liability to five (5) times the amount of the fee paid or \$50,000, whichever is less.
9. Hosch Appraisal & Consulting, Inc. expressly disclaims liability as an insurer or guarantor. Any persons seeking greater protection from loss or damage than is provided for herein, should obtain appropriate insurance.
10. Delivery schedules indicated by fee letters (unless otherwise stated), assume that:
 - A) Written authorization and/or the retainer requested, will be received by a specified date, or in a timely manner;
 - B) All supporting information to be provided by the client, will be readily available or provided in a timely manner; and
 - C) The appraisers employed by Hosch Appraisal & Consulting, Inc. will be afforded ready access to the property to be appraised.
11. Fees quoted in the appraisal engagement letters are due and payable, regardless of whether or not the conclusions reached coincide with the client's expectations.
12. No opinion is intended to be expressed for matters that require legal or other specialized expertise, investigation or knowledge beyond that customarily employed by appraisers in the evaluation of real estate or businesses.
13. Unless specifically brought to the appraiser's attention, the appraiser will assume that there are no hidden or unexpected conditions of the asset to be appraised that would adversely affect or enhance the value.

APPRAISAL CONTRACT CONDITIONS - CONTINUED

14. Hazardous substances, if present within a property, can introduce an actual or potential liability that will adversely affect the marketability and value of the property. Such liability may be in the form of immediate recognition of existing hazardous conditions, or future liability that could stem from the release of currently known hazardous contaminants.
15. In the development of the opinion of value, no consideration will be given to such liability, or its impact on value, unless Hosch Appraisal & Consulting, Inc. is specifically retained to perform or prepare an environmental or toxic contamination analysis. In the event that such a report is prepared by the appraiser, the client nonetheless, releases the appraiser from any and all future environmental liability.
16. In the future, if Hosch Appraisal & Consulting, Inc. is compelled to produce documents or testify with regard to work performed, the client shall reimburse appraiser for all costs and expenses incurred.
17. The client shall indemnify and hold harmless Hosch Appraisal & Consulting, Inc. and its employees, against all claims by any third party or any judgment for loss or damage relating to the performance or non-performance of any services by the appraisal firm.
18. In the event of a dispute involving interpretation or application of this agreement, the parties agree that this agreement shall be governed under the laws of the State of Minnesota.
19. Hosch Appraisal & Consulting, Inc. reserves the right to assess interest charges on all unpaid accounts.
20. Hosch Appraisal & Consulting, Inc. reserves the right to refuse an assignment if the engagement letter is signed by a party other than the addressee of the letter.
21. Hosch Appraisal & Consulting, Inc. reserves the right to assess collection time incurred, if necessary.
22. Liability for appraisal fees is the responsibility of the party signing the appraisal contract or the organization on whose behalf the individual is signing.
23. Hosch Appraisal & Consulting, Inc. and/or the appraisers are not qualified to render expert opinions regarding structural issues, water damage, environmental assessments (such as mold), engineering/mechanical issues, ADA and/or building code compliance, land planning, architectural expertise or soil conditions. If requested, Hosch Appraisal & Consulting, Inc. will recommend qualified experts in these fields to assist the client and/or the appraisal process.
24. In the event that there is an order or agreement by a third party to pay or reimburse your fees, you will nonetheless remain directly obligated to us for the payment of the total fees and costs incurred on your behalf. This Agreement may be terminated by you for any reason upon providing written notice to us. Upon any termination of this Agreement, you agree to pay Hosch Appraisal & Consulting, Inc. in full for any expenses incurred and services performed by its appraisers and/or employees up to such time.

QUALIFICATIONS OF STEPHEN T. HOSCH, MAI

Biographical Data and Education

Born and raised in Columbia Heights, Minnesota, and graduated from Columbia Heights High School. Attended St. Cloud State University and graduated with a Bachelor of Science degree in Real Estate with an emphasis in appraisal.

Successfully completed numerous real estate appraisal courses offered by the Appraisal Institute, as well as attended several seminars covering specialized appraisal topics, some of the more recent of which are highlighted below:

13 th Annual Real Estate Trends Seminar - May 2011	Annual RERC-Industry Forecast: 2007 - January 2007
7 th Annual Land Development Conference - May 2011	Eminent Domain - November 2006
Annual IREM - 2010 Annual Forecast - January 2010	Land Development & Redevelopment Conference - May 2006
Annual RERC - Industry Forecast: 2009 - January 2009	Annual RERC-Industry Forecast: 2006 - January 2006
4 th Annual Minnesota Land Development Conference - May 2008	22 nd Annual Real Estate Institute - November 2004
10 th Annual Real Estate Trends Seminar - May 2008	Mortgage Foreclosures in Minnesota - March 2004

Professional Qualifications or Associations

Certified General Real Property Appraiser

Licensed Appraiser - State of Minnesota, License #4002903, Expires August 31, 2013

Member - Appraisal Institute (MAI) Holding MAI Designation

The MAI membership designation is held by appraisers who are experienced in the valuation and evaluation of commercial, industrial, residential and other types of properties, and who advise clients on real estate investment decisions. MAI members are the preferred choice among lawyers to serve as expert witnesses in trials, hearings, and other litigation matters.

The Appraisal Institute conducts a mandatory program of continuing education for its designated members and also requires that they comply with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute. MAI's and RM's who meet the minimum standards of this program are awarded periodic educational certification. I am currently certified under the Appraisal Institute education program through December 31, 2011.

Member - Institute of Business Appraisers (IBA)

Member - Minnesota Shopping Center Association (MSCA)

Professional Experience

Hosch Appraisal & Consulting, Inc., Minneapolis, Minnesota

President, February 2005 - present

Duties and Responsibilities: Prepare professional valuations and market analysis of real estate, businesses and intangible property rights. Real estate assignments involve numerous types of commercial, multiple family, industrial, and special purpose properties as well as land subdivisions, bulk acreage and proposed developments. Business valuation and consulting assignments have included both operating and holding companies. The specific purposes of these assignments have included highest and best use studies, mortgage financing, condemnation, tax abatement proceedings, feasibility analysis, investment counseling, potential sales and purchases, lease and rental analyses, bankruptcy proceedings, charitable donations, internal management decisions, special assessment appeals, gift tax, and allocation of purchase price. Court experience involves testifying at commissioner hearings, depositions and trials, preparation of affidavits, and providing litigation support. Qualified as a court-appointed commissioner in Wright County.

Shenhon Company, Minneapolis, Minnesota

Senior Vice President - Director of Real Estate, November 2003 - January 2005; Shareholder

Senior Vice President - Co-Director of Real Estate, September 2002 - November 2003; Shareholder

Vice President - Co-Director of Real Estate, April 2001 - September 2002; Shareholder

Appraiser/Analyst from June 1991 to March 2001

QUALIFICATIONS OF STEPHEN T. HOSCH, MAI - CONTINUED

Author/Co-Author or Guest Speaker of:

“Appraisal Issues in Litigation,” **Various Minneapolis Law Firms, December 2007**
“Creative Opportunities in the Current Real Estate Market,” **Valuation Viewpoint, Summer 2004**
“Business Components and the Valuation of Real Estate,” **Valuation Viewpoint, Winter 2004**
“Challenging Issues in Commercial and Industrial Valuation,” **Commercial Real Estate Financing Conference, March 13, 2002**
“Market Valuation & Appraisals,” **Minnesota Commercial Association of Realtors, January 22, 2002**
“Fundamentals of Special Assessments in Appraisal,” **Valuation Viewpoint, Spring 1999**
“A Perspective on Subdivision Appraisal,” **Valuation Viewpoint, Winter 1997**

Partial Client List

Accent Homes	LeVander, Gillen & Miller, P.A.
Allied Waste Industries	Lincoln National Life Insurance Co.
Allina Hospitals & Clinics	Lindquist & Vennum
Ames Construction	Malkerson Gunn Martin LLP
Anchor Bank	McGrann Shea Anderson Carnival Straughn & Lamb
BANKWEST	Merchants Bank, N.A.
Bard and Bard, Ltd.	Messerli & Kramer P.A.
BPK&Z	Metropolitan Airports Commission (MAC)
Best & Flanagan, LLP	Minnesota Department of Transportation (Mn/DOT)
Bremer Bank	Minnesota Department of Natural Resources (DNR)
Bridgewater Bank	Minnwest Bank
Briggs and Morgan	Moss & Barnett
Boundary Waters Bank	MPCA
Builders Development & Finance	North Haven Church
Capmark Finance, Inc.	Olympic Steel, Inc
City of Arden Hills	Oppenheimer Donnelly & Wolff LLP
City of Eagan	Osceola Medical Center
City of Fargo	Pace Realty Advisors, LLC
City of Maplewood	Peterson, Fram & Bergman, P.A.
City of New Hope	Peterson, Peterson & Associates, PLC
City of Osseo	Pheasants Forever
City of Shoreview	Pinnacle Commercial Capital
City of Victoria	Pipestone County
Dennis Properties	Rosemount National Bank
Fabyanske, Westra & Hart	Roseville Area Schools
Falcon National Bank	SouthWest Transit
Fargo Public School District No. 1	Sovereign Bank
First National Bank of Elk River	Speedway SuperAmerica
Fredrikson & Byron P.A.	State Bank of Hamel
Garith Anderson Trucking	Stearns Bank
Gopher Resources	The Business Bank
Gregerson, Rosow, Johnson & Nilan, Ltd.	Three Rivers Park District
Grossman Investments, LLC	U.S. Bank
Hajek & Beauclaire, LLC	U.S. Small Business Administration
Harstad Development	Vic’s Crane & Heavy Haul
Hennepin County	Village Bank
Henson & Efron	Warchol Law Office
Hinshaw & Culbertson LLP	Wells Fargo/RETECHS
Home Federal Savings Bank	White Castle System, Inc.
James M. Neilson, Attorney at Law	Wiley Enterprises
Larkin Hoffman Daly & Lindgren	

November 16, 2011

Mr. William K. Goodrich
RANDALL and GOODRICH, P.L.C
2140 Fourth Avenue North
Anoka, MN 55303

Re: Real Estate Appraisal services concerning 8020 147th Avenue NW, 14590 Armstrong Blvd. NW, and 8019 146th Avenue NW, Ramsey, Minnesota for a proposed total taking by the City of Ramsey for roadway expansion.

Dear Mr. Goodrich:

Integra Realty Resources – Minneapolis/St. Paul appreciates the opportunity to provide this proposal for valuation and counseling services for the above-captioned property.

It is my understanding that you require an estimate of market value of the aforementioned properties for a proposed total taking for roadway expansion. I further understand that this opinion will be used to assist you in negotiating with the property owners.

I believe it would be best to offer our valuation services as a “Phase I / Phase II” engagement. Phase I would be an appraisal service reported in a summary report format and Phase II would be an appraisal reported in a self-contained report. Phase I service should be sufficient to assist you in establishing a negotiating position with the property owners and Phase II would be used for a hearing or trial, if negotiations are not successful.

The Phase I appraisal service will include an inspection of this property, an inspection of the neighborhood, our research of the zoning and other land use restrictions, our review of the project plans and documents, our research and analysis of the local real estate market, and our estimate of the market value of this property.

These appraisal services will comply with the professional and ethical standards of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. I am a designated member of the Appraisal Institute.

Mr. William K. Goodrich
RANDALL and GOODRICH, P.L.C
November 16, 2011
Page 2

The fee for this Phase I appraisal consulting service is as follows:

8020 147 th Avenue NW, Ramsey	\$ 6,000
14590 Armstrong Blvd. NW, Ramsey	\$ 9,000
8019 146 th Avenue NW, Ramsey	<u>\$ 6,000</u>
Total	\$21,000

The reports will be completed within six weeks from authorization to proceed. If at a later date the Phase II appraisal is needed it will be completed for an additional cost to be determined at that time. If testimony is required it will be billed at \$275/hour for time spent in preparation, review and testimony. Any exhibits used at the trial will be invoiced at our cost. These fees are not contingent upon the estimates of market value that will be made.

My resume is attached to assist you with your appraiser selection. Additional information can be obtained at our web site which is www.irt.com. I can also provide personal references should you require those.

If this proposal is acceptable, please authorize us to proceed by executing this letter agreement where noted below. Thank you for considering us for this assignment. Please contact me, at your convenience, if you wish to discuss this proposal or the assignment any further. In any event, I offer my best wishes for a successful outcome to this matter.

Respectfully submitted,
INTEGRA REALTY RESOURCES – MINNEAPOLIS / ST. PAUL


Michelle D.M. Koeller, MAI, MRICS

Authorization to Proceed with Phase I Appraisal Service
by:

_____ (date)

Professional Qualifications

Michelle D.M. Koeller, MAI, MRICS

Experience

Director for Integra Realty Resources—Minneapolis/St. Paul of Minneapolis, Minnesota. Actively engaged in real estate valuation since 1991, entering the appraisal profession and working with several private firms in the Wisconsin area before joining Integra Realty Resources-Minneapolis/St. Paul in 1997. Experience includes preparation of professional real estate valuations and market analyses for various properties including, but not limited to, regional, community, and neighborhood shopping centers, single-tenant credit retail, apartment complexes, single and multi-tenant industrial buildings, low-to-high rise office buildings, mixed-use facilities, and vacant land for different uses. Specialized real estate valuation and/or market studies have been performed on full and limited-service hotels, resorts, marinas, auto dealerships, theaters, mini-storage facilities, convenience stores, truck stop/travel centers, grain elevators, medical offices, seniors housing facilities, and residential land subdivisions. Valuations and market studies have been completed on proposed, partially completed, renovated and existing structures. The specific purposes of these assignments have included mortgage financing, condemnation, tax appeal, investment counseling, potential sale or purchase, leasehold and rental analysis, and feasibility analysis. Clients served include numerous commercial banks, development firms, corporations, individual property owners, public agencies, insurance companies, and legal firms representing clients in various matters.

Professional Activities & Affiliations

Appraisal Institute, Member (MAI)
Royal Institute of Chartered Surveyors, Member (MRICS)
Board of Director: North Star Chapter of the Appraisal Institute, January 2007 - December 2011
Treasurer: North Star Chapter of the Appraisal Institute, January 2010 - December 2010
Secretary: North Star Chapter of the Appraisal Institute, January 2011 - December 2011
Member: NAIOP Commercial Real Estate Development Association
Member: Minnesota Shopping Center Association (MSCA)
Member: Minnesota Commercial Real Estate Women (MNCREW)
Member: National Network of Commercial Real Estate Women (NNCREW)

Licenses

Minnesota, Certified General Real Property Appraiser, 20104635, Expires August 2012
Wisconsin, Certified General Real Property Appraiser, 854, Expires December 2011
Iowa, Certified General Real Property Appraiser, CG02959, Expires June 2012
North Dakota, Certified General Real Property Appraiser, CG-21118, Expires December 2011

Education

Bachelor of Business Administration degree from University of Wisconsin, Milwaukee, WI.

Successfully completed numerous real estate related courses and seminars sponsored by the Appraisal Institute and the University of Wisconsin – Milwaukee.

Currently certified by the Appraisal Institute's voluntary program of continuing education for its designated members.

November 16, 2011

Mr. William K. Goodrich
RANDALL and GOODRICH, P.L.C
2140 Fourth Avenue North
Anoka, MN 55303

Re: Real Estate Appraisal services concerning 8020 147th Avenue NW, 14590 Armstrong Blvd. NW, and 8019 146th Avenue NW, Ramsey, Minnesota for a proposed partial taking by the City of Ramsey for roadway expansion.

Dear Mr. Goodrich:

Integra Realty Resources – Minneapolis/St. Paul appreciates the opportunity to provide this proposal for valuation and counseling services for the above-captioned property.

It is my understanding that you require an estimate of the diminution in market value of the aforementioned properties resulting from the loss in access due to the proposed partial taking for roadway expansion. I further understand that this opinion will be used to assist you in negotiating with the property owners.

I believe it would be best to offer our valuation services as a “Phase I / Phase II” engagement. Phase I would be an appraisal service reported in a summary report format and Phase II would be an appraisal reported in a self-contained report. Phase I service should be sufficient to assist you in establishing a negotiating position with the property owners and Phase II would be used for a hearing or trial, if negotiations are not successful.

The Phase I appraisal service will include an inspection of this property, an inspection of the neighborhood, our research of the zoning and other land use restrictions, our review of the project plans and documents, our research and analysis of the local real estate market, and our estimates of the market value of these properties in their Before Taking condition and also in their After Taking condition.

These appraisal services will comply with the professional and ethical standards of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. I am a designated member of the Appraisal Institute.

Mr. William K. Goodrich
RANDALL and GOODRICH, P.L.C
November 16, 2011
Page 2

The fee for this Phase I appraisal consulting service is as follows:

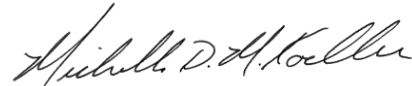
8020 147 th Avenue NW, Ramsey	\$ 8,000
14590 Armstrong Blvd. NW, Ramsey	\$12,000
8019 146 th Avenue NW, Ramsey	<u>\$ 8,000</u>
Total	\$28,000

The reports will be completed within six weeks from authorization to proceed. If at a later date the Phase II appraisal is needed it will be completed for an additional cost to be determined at that time. If testimony is required it will be billed at \$275/hour for time spent in preparation, review and testimony. Any exhibits used at the trial will be invoiced at our cost. These fees are not contingent upon the estimates of market value that will be made.

My resume is attached to assist you with your appraiser selection. Additional information can be obtained at our web site which is www.irr.com. I can also provide personal references should you require those.

If this proposal is acceptable, please authorize us to proceed by executing this letter agreement where noted below. Thank you for considering us for this assignment. Please contact me, at your convenience, if you wish to discuss this proposal or the assignment any further. In any event, I offer my best wishes for a successful outcome to this matter.

Respectfully submitted,
INTEGRA REALTY RESOURCES – MINNEAPOLIS / ST. PAUL



Michelle D.M. Koeller, MAI, MRICS

Authorization to Proceed with Phase I Appraisal Service
by:

_____ (date)

Professional Qualifications

Michelle D.M. Koeller, MAI, MRICS

Experience

Director for Integra Realty Resources—Minneapolis/St. Paul of Minneapolis, Minnesota. Actively engaged in real estate valuation since 1991, entering the appraisal profession and working with several private firms in the Wisconsin area before joining Integra Realty Resources-Minneapolis/St. Paul in 1997. Experience includes preparation of professional real estate valuations and market analyses for various properties including, but not limited to, regional, community, and neighborhood shopping centers, single-tenant credit retail, apartment complexes, single and multi-tenant industrial buildings, low-to-high rise office buildings, mixed-use facilities, and vacant land for different uses. Specialized real estate valuation and/or market studies have been performed on full and limited-service hotels, resorts, marinas, auto dealerships, theaters, mini-storage facilities, convenience stores, truck stop/travel centers, grain elevators, medical offices, seniors housing facilities, and residential land subdivisions. Valuations and market studies have been completed on proposed, partially completed, renovated and existing structures. The specific purposes of these assignments have included mortgage financing, condemnation, tax appeal, investment counseling, potential sale or purchase, leasehold and rental analysis, and feasibility analysis. Clients served include numerous commercial banks, development firms, corporations, individual property owners, public agencies, insurance companies, and legal firms representing clients in various matters.

Professional Activities & Affiliations

Appraisal Institute, Member (MAI)
Royal Institute of Chartered Surveyors, Member (MRICS)
Board of Director: North Star Chapter of the Appraisal Institute, January 2007 - December 2011
Treasurer: North Star Chapter of the Appraisal Institute, January 2010 - December 2010
Secretary: North Star Chapter of the Appraisal Institute, January 2011 - December 2011
Member: NAIOP Commercial Real Estate Development Association
Member: Minnesota Shopping Center Association (MSCA)
Member: Minnesota Commercial Real Estate Women (MNCREW)
Member: National Network of Commercial Real Estate Women (NNCREW)

Licenses

Minnesota, Certified General Real Property Appraiser, 20104635, Expires August 2012
Wisconsin, Certified General Real Property Appraiser, 854, Expires December 2011
Iowa, Certified General Real Property Appraiser, CG02959, Expires June 2012
North Dakota, Certified General Real Property Appraiser, CG-21118, Expires December 2011

Education

Bachelor of Business Administration degree from University of Wisconsin, Milwaukee, WI.

Successfully completed numerous real estate related courses and seminars sponsored by the Appraisal Institute and the University of Wisconsin – Milwaukee.

Currently certified by the Appraisal Institute's voluntary program of continuing education for its designated members.

INTEGRA REALTY RESOURCES
MINNEAPOLIS/ST. PAUL
OFFICE PROFILE

Professional Services

Professional Staff

Client Listing

Integra Corporate Profile



I **INTEGRA** Realty Resources

LOCAL EXPERTISE...NATIONALLY

MINNEAPOLIS/ST. PAUL OFFICE OVERVIEW

INTEGRA REALTY RESOURCES—MINNEAPOLIS/ST. PAUL

INTEGRA—MINNEAPOLIS/ST. PAUL provides valuation and consulting services for all types of property assets and land assessments. We serve corporations, financial institutions, private clients, developers, investors, governmental agencies, attorneys, real estate owners and other professionals concerned with the value, use and utility of real property.

INTEGRA—MINNEAPOLIS/ST. PAUL was founded in 1991 with a vision of a business providing excellence in valuation to members of the real estate community. Beginning with a small group of individuals, this vision has expanded to triple its original size, staffed with qualified professionals in the real estate industry.

INTEGRA—MINNEAPOLIS/ST. PAUL incorporates advanced technical applications and thorough analyses. Current software utilized in analyzing real property includes Argus, Dyna-Lease, Plan-Ease, and other software packages. Integra has also developed proprietary software as well as a web based database to assist with the analysis of real property. The substantial number of completed complex property appraisals and consulting assignments since the company's founding demonstrates the highly regarded reputation of **INTEGRA-MINNEAPOLIS/ST. PAUL** in the Minneapolis/St. Paul real estate community. Following is a brief description of our areas of expertise.

Investment/Income Property

Financial institutions regularly retain Integra to appraise a variety of investment-properties ranging from smaller commercial properties to corporate headquarters and shopping centers.

General and Special Purpose Properties

Appraisal assignments have included a variety of general and special purpose properties such as the following:

- Hotels /motels
- Religious facilities
- Agricultural properties
- Restaurant properties
- Fitness centers
- Breweries (re-use)
- Landfills
- Aircraft maintenance facilities and hangars
- Headquarters office complexes
- Gravel mining operations
- Large industrial plants
- Public and private golf course and country club operations
- Historic properties
- Environmentally contaminated property
- Recreational lands with timber
- Marinas
- Regional and super-regional shopping centers
- Senior housing

Litigation

Appraisal and consultation assignments on a variety of property types allows us to provide expert testimony and litigation support services to the legal community. Examples include:

- Condemnation of private property for public use
- Real estate tax abatement proceedings
- Contractual disputes
- Bankruptcy
- Charitable contributions
- Estate tax consultation
- Environmental damage claims
- Nuisance claims
- Constitutional issues regarding due process
- Litigation over denial of zoning
- Marriage dissolution

Review and Consultation

Review and consultation assignments on various general and special purpose properties, including:

- Purchase and sale decision consultation for buyers and sellers
- Partnership disagreements and resolutions regarding real property
- Studies related to impact on adjacent property values by various zoning categories
- Environmental contamination and its effect on other properties
- USPAP compliance reviews
- Highest and best use studies
- Land planning consultation and analysis
- Strategic analysis of portfolio holdings
- Consultation with private property owners and assessors regarding ad valorem tax matters
- Arbitration matters regarding real property issues

INTEGRA—MINNEAPOLIS/ST. PAUL consists of four principal owners, seven experienced professional analysts, and five support personnel. A brief overview of Integra's principals and analysts is as follows:

MICHAEL F. AMUNDSON, MAI, CCIM, MRICS

PRINCIPAL

Mr. Amundson began his real estate career at the University of Wisconsin-Madison, where he received a Master of Science degree in Real Estate Appraisal and Investment Analysis. He started his valuation career in 1985 with a Minneapolis firm. In 1991, he formed Mardell Amundson with another individual; in 1993 the firm merged practices with Jeffrey Johnson and later became Integra—Minneapolis/St. Paul.

Mr. Amundson has experience valuing a variety of property types including office, retail, commercial, multiple family, industrial and special purpose properties. His particular expertise is in the valuation of complex retail and Section 42 multiple family housing projects and tax-exempt bond financed properties.

Mr. Amundson received a Bachelor of Science Degree in Industrial Education from the University of Wisconsin-Stout in Menomonie, Wisconsin and a Master of Science Degree from the University of Wisconsin-Madison in Madison, Wisconsin. Mr. Amundson holds the MAI designation and is a member of the Appraisal Institute; further, he was awarded the CCIM designation by the Commercial Investment Institute of the National Association of Realtors.

JEFFREY A. JOHNSON, MAI

PRINCIPAL

Mr. Johnson began his real estate career in 1978. He holds the MAI designation and is a member of the Appraisal Institute. Since 1991 he has been an active member of various national committees of the Appraisal Institute. From 1991 through 2005, He served as a member of the Educational Publications Committee and member of the Publications Review Subcommittee. The Appraisal Institute selected him to serve on a task force committee responsible for the 12th Edition of the Appraisal of Real Estate text. He is Co-recipient of the 2001 George L. Schmutz Memorial Award from the Appraisal Institute in recognition of special contribution to the advancement of appraisal knowledge. He developed the litigation seminar for the Appraisal Institute and taught the pilot class in Dallas/Ft. Worth in August, 1993.

Mr. Johnson holds a Master of Science Degree in Mathematics and teaches the statistics course for the Master of Science Degree in Real Estate Appraisal program for the University of St. Thomas. He instructs valuation courses and seminars for the Appraisal Institute, including *Basic Income Capitalization and Advanced Income Capitalization Eminent Domain and Condemnation Appraising; Partial Interest Valuation Undivided and Divided; Litigation Skills for Appraisers: An Overview; and Appraisal of Retail Properties*) of the Appraisal Institute.

A member of Integra since 1993, Mr. Johnson consults on a wide variety of commercial, retail, industrial, residential, and investment properties. A significant portion of his practice is valuation services for litigation. He is a frequent speaker at seminars, workshops and meetings for attorneys, appraisers, and right-of-way professionals concerning valuations of real estate for litigation matters. He was a speaker at the 1987 international convention of American Society of Appraisers: “Tax Reform Act of 1986 and its Impact on Marketability and Values.”

DAN P. MUELLER, MAI, MRICS

PRINCIPAL

Mr. Mueller began his career in commercial real estate in 1986, as a broker with Griffin Real Estate Company until entering the appraisal field in 1993. He joined Integra in 1998 shortly before being awarded the Appraisal Institute's MAI designation. He is a graduate of Winona State University, holding degrees in Business Administration and Economics.

Mr. Mueller provides expertise pertaining to an array of property types including many unique, specialized situations. He serves a broad client mix, including those having needs concerning; mortgage financing, acquisition, real estate and personal income taxation, estate planning, partial interests, project influence and numerous other matters. Mr. Mueller is particularly recognized as an expert in eminent domain and litigation proceedings, having testified extensively in many venues including Washington D.C.

As a very active industry participant, Mr. Mueller is former President of the North Star Chapter of the Appraisal Institute and regularly serves on various committees. He is approved as a national instructor for this organization and has taught specialized topics courses for the University of St. Thomas. He is a member of and former Chair of the National Comprehensive Examination Panel and reviews articles submitted for publication in the *Appraisal Journal*. He has also served as a member of the *Appraisal Journal* Editorial Board, with the Qualifying Education, General Appraiser Council Admissions and Curriculum Committees, provided significant contribution to the 12th Edition of Real Estate Appraisal and was recently appointed chair for consideration and redevelopment of an advanced education curriculum overview course. Mr. Mueller is a frequent speaker at specialized real estate events presenting on various topics such as *Mining Valuation*, *Identifying and Valuing Functional Obsolescence*, *Convenience Store Valuation* and *Valuation of Outdoor Advertising*.

MICHELLE D. M. KOELLER, MAI, MRICS

PRINCIPAL

Ms. Koeller has worked in the real estate valuation profession since 1991, joining Integra in 1997. She graduated with a Bachelor of Business Administration Degree in Real Estate and Urban Development from the University of Wisconsin-Milwaukee. Ms. Koeller's expertise includes valuing all types of commercial, industrial, residential, and special purpose properties. She is a HUD MAP approved appraiser. She also has extensive experience valuing multiple property portfolio assignments. Clients served include commercial lending institutions, development firms, corporations, insurance companies, public agencies, legal firms, and individual property owners. Specific valuation and consultation purposes have included mortgage financing, investment analysis, bankruptcy and asset planning, condemnation, and feasibility analysis.

Ms. Koeller is a Member of the Appraisal Institute and currently serves on the Board of Directors for the North Star Chapter of the Appraisal Institute. She is a member of the National Association of Industrial and Office Parks (NAIOP), Minnesota Commercial Real Estate Women (MNCREW) and National Network of Commercial Real Estate Women (NNCREW). Ms. Koeller is also a member of the Minnesota Shopping Center Association (MSCA) and currently serves on the Research Committee for their annual MSCA Retail Real Estate Report publication.

LISA M. OLMEN**SENIOR ANALYST**

Ms. Olmen has been a real estate analyst in the Minneapolis area since 1985, and has been employed by Integra—Minneapolis/St. Paul since 1994. She holds a Bachelor of Science Degree from the University of Minnesota. She is experienced in the valuation of numerous office, retail, commercial, multiple family, industrial, land and special purpose properties.

Ms. Olmen is currently an Associate Member of the Appraisal Institute, and holds a Certified General Real Estate Property appraiser license. Her memberships include the National Association of Realtors, the Greater Minneapolis Board of Realtors and NAIOP. In addition, she is a member of Minnesota Commercial Real Estate Women and CREW Network. She serves as a court appointed Commissioner in Hennepin County.

WARREN CZAIA**SENIOR ANALYST**

Mr. Czaia began his real estate career in 1977 as a feasibility analyst for a real estate consulting firm, obtaining a real estate sales license in 1978, working in the mortgage banking industry. Mr. Czaia has been a real estate appraiser since 1998 and holds a Certified General Real Property appraiser license in Minnesota. He has been employed by Integra-Minneapolis/St. Paul since 2005.

Experienced valuing all types of commercial, industrial, multi-family and retail properties, Mr. Czaia has particular expertise in condemnation, partial takings, and other eminent domain valuations, along with conservation and preservation easements, and residential and industrial subdivision analyses.

A graduate of the University of Minnesota with a Bachelor of Arts Degree in Urban Studies, he is an Associate Member of the Appraisal Institute and holds memberships in NAIOP and the Preservation Alliance of Minnesota.

MITCHELL E. SIMONSON, MAI**SENIOR ANALYST**

Mr. Simonson began his real estate career at St. Cloud State University, where he received a Bachelor of Science degree in Real Estate Appraisal in 2004. He started his valuation career in Phoenix, Arizona, in 2005 and has been with Integra Realty Resources-Minneapolis/St. Paul since 2006. Mr. Simonson is experienced in the valuation of numerous office, retail, commercial, multiple family, industrial, and land properties for the purpose of mortgage financing, litigation, investment analysis and feasibility analysis. Specialized real estate valued includes limited and full-service hotels, marinas, auto dealerships, medical offices and residential land subdivision.

Mr. Simonson holds a Certified General Appraiser license in Minnesota, South Dakota and Arizona. He also possesses the MAI designation and is a Member of the Appraisal Institute. As a member of NAIOP, he is currently serving on the Communication Committee.

TERESA CORNELLISON**SENIOR ANALYST**

Ms. Cornellison has been actively engaged in real estate valuation and consulting since 2003, working with private firms in the Seattle, Washington and Minneapolis/St. Paul areas. She has worked with Integra Realty Resources-Minneapolis/St. Paul since January 2007. Her experience includes valuation and analysis of projects for commercial, industrial, office and multiple family and residential properties. In addition, she has done market studies and valuations on proposed, partially completed, renovated and existing structures, including warehouses, retail and office buildings, all types of residential properties and land.

A graduate of St. Benedict, in St. Joseph, Minnesota, with a Bachelor of Science Degree, Ms. Cornellison holds Certified General Real Estate Appraiser Licenses in both Minnesota and Washington State. She is an Associate Member of the Appraisal Institute.

WILLIAM TOELKE**ANALYST**

Mr. Toelke has been involved in the appraisal profession since his tenure as a managing editor with the Appraisal Institute in Chicago. In 2004, he starting working in valuation and consulting with a leading regional appraisal company based in Portland, Oregon, before joining Integra Realty Resources-Minneapolis/St. Paul in the fall of 2007. In addition to subdivision and land analysis, his primary experience is multifamily housing, with an emphasis on market studies and analysis of proposed, existing, and income-restricted housing under renovation.

Mr. Toelke has a B.A. in English from St. Olaf College, in Northfield, Minnesota, and an M.A. in journalism from Indiana University in Bloomington, Indiana. He holds Certified General Real Estate Appraiser licenses in Minnesota and Oregon. He is an Associate Member of the Appraisal Institute.

KELLY M. ARVIDSON**ANALYST**

Ms. Arvidson has been employed by Integra Realty Resources – Minneapolis/St. Paul since 2005. Her experience consists of research, market data compilation, and market studies of various types of commercial real estate, and she has assisted with the preparation of professional real estate valuations. Assignments have included commercial properties, retail centers, multi-family residences, industrial buildings, office buildings, mixed use developments and vacant land.

An Associate Member of the Appraisal Institute, Ms. Arvidson holds a Trainee Real Property Appraiser license in Minnesota. She earned her Bachelor of Arts Degree from St. Cloud State University.

JOSHUA SIMONSON**ANALYST**

Mr. Simonson began his real estate career at St. Cloud State University, where he received a Bachelor of Science degree in Real Estate Appraisal in 2007. He started his valuation career in Minneapolis, Minnesota with Integra Realty Resources-Minneapolis/St. Paul, and has been there since 2008. His experience consists of research, market data compilation, and market studies of various types of commercial real estate, and he has assisted with the preparation of professional real estate valuations. Assignments have included commercial properties, retail centers, multi-family residences, industrial buildings, office buildings, mixed use developments and vacant land.

Mr. Simonson holds a Trainee Real Property Appraiser license in Minnesota.

INTEGRA REALTY RESOURCES - MINNEAPOLIS/ST. PAUL CLIENT LISTING

Attorneys

Biersdorf & Cameron
Bannigan & Kelly, P.A.
Dorsey & Whitney, LLP
Faegre & Benson, LLP
Fredrikson & Byron, P.A.
Head Seifert & Vander Weide
Larkin Hoffman Daly &
Lindgren
Hillstrom Bale & Anderson
Leonard Street & Deinard
Lindquist & Vennum
Malkerson Gilliland and Martin
LLP
Oppenheimer Law Firm
Parsinen Kaplan Levy et al
Winthrop & Weinstine

Corporations

3M
Aldrich Eastman & Waltch
Carlson Companies
Citicorp
DLA Piper
Evergreen Land Services Co.
General Electric
Great River Energy
Honeywell
CenterPoint Energy
Northern Natural Gas Co.
Washington Square Capital

Financial Institutions and Lenders

Ameriprise Financial
Associated Bank
Bank of America
Bank Mutual
Bank One
BankWindsor
BNC National Bank
Bremer Bank
Chase Manhattan Bank
Citibank
CoBank
Collateral Real Estate Capital
Column Financial
Deutsche Bank Securities
Excel Bank

First Commercial Bank
MMA Realty Capital
Greystone Capital Corp.
Heller Financial Services
**Home Federal Savings &
Loan**

Home Savings of America
Key Bank
LaSalle National Bank
M&I Marshall & Ilsley Bank
MidAmerica Banks
MinnWest Bank
Nationsbank
NorthMarq Capital, Inc.
PNC Bank
Park National Bank
Premier Bank
Provident Bank
Riverside Bank
TCF Bank
Towle Financial Services
US Bank
Zions First National Bank

Pension Fund

Advisors/ Conduits/REITS

AMB Property Corp.
Inland Real Estate
Invesco Realty Advisors
Kensington Realty
Teachers Insurance & Annuity
Assoc.
IRET
Goldman Sachs

Developers

Dominium
DuCharme McMillen & Assoc.
Greenwich Capital Corp.
Greystone Servicing Corp.
HJ Development
Inland Real Estate
Invesco Realty Advisors
Opus Corporation
Principal Financial
Ryan Companies
Slawik Properties
St. Paul Companies

Government & Organizations

City of Brooklyn Park
City of Chaska
City of Osseo
City of Rochester
City of Winona
Elk River School District
FDIC
FNMA
Hennepin County
Hennepin County Medical
Center
League of Minnesota Cities
MN Community Colleges
Minnesota Department of
Transportation
Minneapolis Community
Development Agency
MN Housing Finance Agency
Ramsey County
St. Paul HRA
St. Paul Port Authority
State of Minnesota
University of Minnesota

Life Insurance Companies

Guardian Life Insurance Co.
IDS Life Insurance Co.
ING
Jefferson Pilot Life Ins. Co.
Mass Mutual Life Ins. Co.
Merrill Lynch Hubbard
Metropolitan Life
Nationwide Life Insurance
Northern Trust Co.
Principal Financial Life
Prudential Ins. Co.
Prudential Realty Group
Thrivent Financial for Lutherans
Traveler's Life Insurance
Union Labor Life Insurance Co.

INTEGRA REALTY RESOURCES, INC.

CORPORATE PROFILE

Integra Realty Resources, Inc. offers the most comprehensive property valuation and counseling coverage in the United States with 56 independently owned and operated offices in 33 states. Integra was created for the purpose of combining the intimate knowledge of well-established local firms with the powerful resources and capabilities of a national company. Integra offers integrated technology, national data and information systems, as well as standardized valuation models and report formats for ease of client review and analysis. Integra's local offices have an average of 25 years of service in the local market, and each is headed by a Managing Director who is an MAI member of the Appraisal Institute.

The following map shows the locations of Integra's 56 local offices.



Corporate Office

1133 Avenue of the Americas, 27th Floor, New York, New York 10036
Telephone: (212) 255-7858; Fax: (646) 424-1869; E-mail Integra@irr.com
Website: www.irr.com

HRA Regular Session

5. 4.

Meeting Date: 12/13/2011**By:** Darren Lazan, Housing &
Redevelopment Authority**Title:**

Consider First Amendment to Development Management Contract

Background:

On April 1, 2011, the HRA executed an agreement with Landform Professional Services to provide development management services within The COR. This is a two-year agreement running from April 1, 2011 through March 31st, 2013.

This contract covers both administrative and incentive-based compensation for services performed.

Outlined in this contract are several provisions and calculations for how incentive-based compensation is paid on deals completed under this agreement. Total compensation is based on the total development costs of a given project, but compensation is reduced or deferred in a number of ways depending on the size, phasing, and/or level of public participation.

While there was an adjustment for public subsidies in the existing contract, there was no adjustment for any public financing on a given project.

Notification:**Observations:**

At the request of Councilmember Tossey, the development manager has considered and prepared an amendment to the current agreement that adds an additional factor for projects that are brought forward and receive public financing.

Essentially, the total fee is calculated as under the current contract, but a pro-rata portion of the fee is deferred until such time as any financing is repaid to the City.

For example:

- A \$1,000,000 project received \$500,000 in public financing.
- The normal DM fee would be approximately \$20,000
- Under the current agreement, the entire \$20,000 would be paid out at execution, closing, and CofO.
- Under the proposed amendment, a maximum of \$10,000 (50% withheld) could be paid until the public loan is repaid.
- If loan repayment is made over time, the withheld portion of the fee would be paid at the same pro-rata basis.

Recommendation:

The development team recommends the HRA consider the proposed amendment and, if acceptable, direct staff to execute the proposed amendment.

Funding Source:

Land Sale Proceeds

Council Action:

Approve Amendment #1 of the Development Management contract and direct staff to execute the agreement.

Attachments

Current DM Contract

Proposed First Amendment

Form Review

Inbox	Reviewed By	Date
Heidi Nelson	Heidi Nelson	12/08/2011 01:43 PM
Form Started By: Darren Lazan		Started On: 12/07/2011 09:43 AM
	Final Approval Date: 12/08/2011	

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into between the Housing and Redevelopment Authority of the City of Ramsey, a public body corporate and politic under the laws of the state of Minnesota (the "HRA"), 7550 Sunwood Drive NW, Ramsey, Minnesota 55303, hereinafter referred to as the "HRA," and Landform Professional Services, LLC, a Minnesota limited liability company, 105 South Fifth Avenue, Suite 513, Minneapolis, Minnesota 55401, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the HRA is in need of development management services for its Ramsey Town Center Project, in the City of Ramsey; and

WHEREAS, the Contractor represents that the Contractor is qualified and willing to help the City in providing said services; and

WHEREAS, the City wishes to purchase this service from the Contractor.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

I. TERM

This Agreement shall commence April 1, 2011 and shall continue in effect through March 31, 2013 unless terminated earlier as provided herein.

II. SERVICES

The HRA agrees to purchase and the Contractor agrees to furnish the services set forth in Contractor's Proposal dated April 1, 2011, (the "Contractor's Proposal") a copy of which is attached hereto and incorporated herein as Schedule A. HRA is referenced as "Owner" within the Contractor's Proposal and Contractor is referenced as Landform within said Proposal.

III. COMPENSATION

Compensation to Contractor shall be as provided in Section in Article IV of the Contractor's Proposal.

IV. BILLING AND PAYMENT

On a monthly basis, the Contractor shall submit to the HRA an itemized statement containing such information as is required by the HRA for work satisfactorily completed. Within thirty (30) days of its receipt of the billing statement, the HRA shall make payment to the Contractor or make reasonable arrangements for payment acceptable to the Contractor.

V. INDEMNIFICATION

The Contractor agrees that it will hold harmless, indemnify, and defend the HRA, its commissioners, officers, agents and employees against any and all claims, expenses (including attorneys fees), losses, damages or lawsuits for damages arising from or related to providing or failing to provide services hereunder, including but not limited to the negligence of the Contractor.

VI. INSURANCE

The Contractor shall procure and maintain in full force and effect during the term of this Agreement, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The insurance coverage shall satisfy the requirements set forth in Schedule B, which is attached hereto and incorporated herein.

VII. SERVICES NOT PROVIDED FOR

No claim for services furnished by Contractor not specifically provided for herein shall be honored by the HRA.

VIII. INDEPENDENT CONTRACTOR

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

IX. HRA PROJECT MANAGER

The HRA's representative for administering this Agreement is Deputy Ramsey City Administrator Heidi Nelson. For purposes of this Agreement Ms. Nelson shall be the designated Project manager. To the extent consistent with Contractor's status as an independent Contractor, Ms. Nelson shall be Contractor's direct supervisor relating to Agreement issues. Neither Ms. Nelson nor Contractor shall have the authority to legally bind the HRA and expend HRA funds, except as specifically permitted by this Agreement.

X. COMPLIANCE WITH LAWS

In providing all services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the HRA to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor. SPECIFICALLY, neither Landform, its team members, employees nor consultants are real estate brokers or salespersons as defined by Chapter 82 of Minnesota Statutes. Therefore, Landform will not be entitled to any compensation for work which requires a license under said Chapter 82.

XI. SUBCONTRACTING AND ASSIGNMENTS

Contractor, unless provided for in the Contractor's Proposal, shall not enter into any subcontract for performance of any of the services contemplated under this Agreement, nor assign any interest in the Agreement without the prior written approval of the HRA and subject to such conditions and provisions as the HRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

XII. MODIFICATIONS

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

XIII. AFFIRMATIVE ACTION

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

XIV. DATA PRIVACY

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

All data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing this Agreement is also subject to the provisions of Minn. Stat. § 13 et. seq. (the Minnesota Government Data Practices Act) and, pursuant to that statute, the Contractor must comply with the requirements of that statute as if it were a government entity. All remedies set forth in Minn. Stat. § 13.08 shall also apply to the Contractor. The Contractor is not required to provide public data to the public if that same data is available from the HRA, unless stated otherwise in this Agreement.

XV. EARLY TERMINATION

This Agreement may be terminated by the HRA or Contractor at any time, with or without cause, upon thirty (30) written days notice delivered by mail or in person. Notice to HRA and Contractor shall be delivered to HRA or Contractor at the respective addresses first written above. If notices are delivered by mail, they shall be effective two days after mailing. Early termination by the HRA shall be subject to the "Early Termination Payment" described in Section A.2.b. of Article IV of Contractor's Proposal.

Upon early termination by the HRA, the Contractor shall only be entitled to payment for services satisfactorily performed through the date of termination and shall not be entitled to any other payment and/or damages, EXCEPT as provided in Contractor's Proposal.

XVI. DEFAULT AND REMEDY

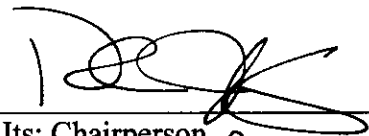
Failure of the Contractor (including the failure of any employee or agent of the Contractor) to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not properly corrected by the Contractor upon receipt of a notice of deficiency and a request for compliance from the HRA. In the event of a default by the Contractor, the HRA may cancel this Agreement by sending a written notice of cancellation to the Contractor at the address stated above, and may recover from the Contractor any damages sustained by the HRA which may directly or consequently arise out of the breach of this Agreement by the Contractor.

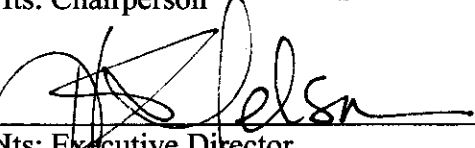
XVII. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

**HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF RAMSEY**

By 
Its: Chairperson

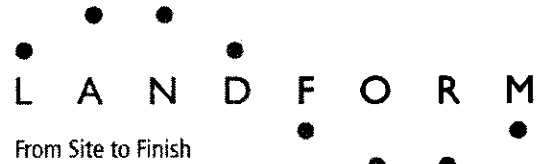
By 
Its: Executive Director

Dated: 4/1/2011

**LANDFORM PROFESSIONAL
SERVICES, LLC**

By: 
Its: President

Dated: 3/31/11



April 1, 2011

105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070
Fax: 612-252-9077
www.landform.net

Heidi Nelson
HRA Executive Director
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Re: Development Management Services
Ramsey, Minnesota

Ms. Nelson

LANDFORM is pleased to submit our proposal for Development Management Services as described below. This proposal is sometimes hereinafter referred to as this "Agreement".

ARTICLE I. PROJECT SCOPE:

A. Parties and Scope

Acting on behalf of The Housing and Redevelopment Authority of the City of Ramsey, Minnesota (the "HRA" and/or the "Owner"), Landform Professional Services, LLC, a Minnesota limited liability company it's team members and consultants ("Landform") shall provide development management services as Owner's representative during the development of Owner's approximate 140-acre property located adjacent to Highway 10 in Ramsey, Minnesota in the Ramsey Town Center subdivision and legally described on attached Exhibit "A" (the "Project").

B. The term of this Agreement is April 1, 2011 through March 31, 2013 (the "Agreement Term").

C. Definitions

1. "**City**" or sometimes "Ramsey" shall mean the City of Ramsey, a Minnesota municipal corporation.
2. "**Critical Item Assessment**" shall mean the current list of development items that ranks the most relevant events or aspects of the project that possess the potential to dramatically affect the advancement, interfere with, or disrupt the development process.
3. "**Current Development Plan**" shall mean the most current version of the sequentially numbered development plans that has been approved by the HRA.

4. **“Development Management Team”** shall mean Landform Professional Services, LLC and it’s project representative Darren Lazan, CronkRE, LLC and it’s project representative Ryan Cronk, and the Executive Director of the HRA Heidi Nelson as the owner’s representative.
5. **“Development Manager”** shall mean Darren Lazan and/or his designees as approved by the HRA.
6. **“Financial Dashboard”** shall mean the most current version of the working financial model for the development as approved by the HRA. This model shall contain at a minimum, the current pricing scenario for developable parcels, current project expenses and expected revenues, and anticipated development yields.
7. **“HRA’s Contract(s)”** shall mean any purchase agreement, land exchange agreement, lease, option agreement, or development agreement, the subject matter of which is a parcel or parcels of land which are a part of the Project.
8. **“Staff”** shall mean employees of the City of Ramsey.
9. **“Weekly Update”** shall mean a written or presented update of development activities prepared for inclusion in the existing update to City Council, or presented to the HRA at a regular meeting. The weekly update shall contain brief and generic descriptions of the current activities while protecting the specific parties or details of pending deals so as to protect the HRA’s position in the marketplace.

ARTICLE II. PROJECT OBJECTIVE:

Landform shall determine maximum market viability of Project site based upon visioning and mission statements developed under previous efforts. Organize, coordinate and strategically focus the resources and efforts of existing and new team members to maximize critical Project decisions. Continue to support the new identity in the marketplace to bolster confidence in the new Project objectives. Develop viable pro-formas based on Project vision and market conditions. Prepare the Project and team for key events at which to showcase the Project. Initiate introductory meetings of the new Project with potential key users and development partners. Advance and negotiate various team accepted disposition strategies. Monitor and coordinate activities of team members from conception to completion.

The ultimate objective of the development of the Project is to create a mixed use development which shall include construction of a mixed use of commercial, office, retail and residential buildings for the Project’s mixed use objective.

ARTICLE III. DEVELOPMENT MANAGEMENT SERVICES TO BE PROVIDED BY LANDFORM:

A. Project Organization

1. **Project Team Organization** - Clearly establish key Project goals, properly prioritize the order of these goals, and initiate potential strategies to accomplish the desired Project goals. Identify all key Project team members required to accomplish Project goals. Establish Project roles and responsibilities. Identify existing and forecasted team members based upon expertise, skill sets, and available workload capacity. Establish Project team reporting and communications standards and framework. Landform represents that it has a professional working relationship additional development management service firms and will have available to it personnel resources from these firms in reasonable amounts of time to perform certain services for Owner as required of Landform pursuant to this Agreement.
2. **Communication and Reporting** – The Development Manager shall be responsible for communication between and reporting to between the Development Management Team, Staff, and the HRA. These efforts shall consist of the following items as a minimum.
 - a. The Development Manager will provide the members of the HRA, once monthly, during their regular meeting a review of the financial dashboard for the Project and provide analysis of the data to the members of the HRA during the meeting.
 - b. At the end of every meeting of the HRA under the "Executive Director Report" portion of the agenda, the Development Manager will provide a verbal update to the members of the HRA regarding meetings held and work completed since the time of the last meeting of the HRA.
 - c. The Development Management Team will, on a regular basis, include in the Weekly Update document, a bulleted list of work completed and meetings attended for the week prior.
 - d. The Development Management Team will produce a monthly cable TV show on QCTV Channel 16, entitled "The COR Report", to be aired to the public regarding activity and projects in The COR.
 - e. The Development Management Team will write and publish an article in each edition of the Ramsey Resident newsletter entitled "The COR Report" to update the public regarding activity and projects in The COR.
 - f. The Development Management Team will attend the City Community Development and Department Head staff meetings on the first Tuesday of each month to update and receive feedback regarding activity and projects in The COR.
3. **Master Development Activities List and Schedule** - Develop a master list of activities and explain requirements and responsibilities associated with each for the completion of the Project's process. Create responsibility assignment matrix for each Project item. Establish the master Project schedule for accomplishment of each task.

4. **Critical Item Assessment** – Develop and maintain a Critical Item Assessment which determines and ranks the most relevant events and circumstances that possess the potential to interfere with or disrupt the Project process.
5. **Development Team Assembly** - Identify and assemble all additional key Project team members, internally or third party, including the preparation of request for qualifications, request for proposals, proposal evaluation, selection recommendations and negotiation of all contracts.

B. Planning and Engineering

1. **Master Planning** –Provide basic master planning services as needed to evaluate potential development scenarios and respond to the opportunities that present themselves in the marketplace regarding this Project. This will include meeting with existing and perspective users and the coordination of planning efforts by all parties. Landform will maintain the master site database to ensure data integrity as all parties work on the various aspects of the Project. Upon expiration of this Agreement the master site database will become the property of the Owner.
2. **Conceptual Layout** –Provide basic conceptual site design to assist in the evaluation and coordination of prospective deals and to ensure plans prepared by end users conform to the design criteria of the Project.
3. **Preliminary Engineering** – Perform basic preliminary engineering necessary to evaluate potential development scenarios. If extensive engineering becomes necessary to facilitate a development concept, Landform will provide a separate proposal to the HRA for consideration at any time that becomes necessary.
4. **Plan review and approval** - Provide peer review and summary of all plans prepared by other consultants within the Project to ensure compatibility with design intent, coordination with master plan, and data integrity of the overall CAD file systems.

C. Development Feasibility

1. **Site Use Evaluation** - Review existing market feasibility analysis and as needed, conduct additional comprehensive industry, customer and competitor market feasibility analyses in order to determine market opportunities. Apply market research and use evaluation to determine and identify potential user classifications. Prepare list of potential user candidates and evaluate feasibility of each candidate based upon current and projected market conditions.
2. **Public Incentives & Benefits Analysis** – Determine the necessary funds required at each stage of the development process of the Project in order to manage responsibilities and sources of funding appropriately. Identify

various scenarios and options for public financial incentives and benefits to assist in the development of the Project.

3. **Pro Forma Development** - Prepare anticipated income and expense pro forma based upon Project scenarios to include all projected hard and soft costs as well as potential income scenarios to determine each of the Project site's alternative financial feasibility. Landform will maintain current "Dashboard" summaries for review and assessment by the team, and to assist in the analysis of potential Project scenarios.
4. **Development & Disposition Scenario Analysis** - Prepare and present various options and strategies for disposition of the Project parcels based upon identified Project parameters. Evaluate and prioritize potential development and disposition options for the Project.

D. Marketing

1. **Project Identity Management** – Coordinate the efforts of internal team members, staff, and third party design consultant to assist in managing the brand identity for the Project. This may include a brand for the overall area as well as sub-brands for specific portions of the Project.
2. **Project Marketing Strategy** – Develop an overall marketing strategy, and appropriate sub-strategies, necessary to bring the Project to several markets. This will include the coordination of third party consultants to develop marketing collateral (print, electronic, etc.) necessary to present the Project to potential purchasers in the community, at trade shows, and/or industry events.
3. **Marketing Package Preparation** – Prepare and maintain comprehensive Project site marketing packages, to include the assembly of relevant economic, demographic, traffic, and planning data for Owner's use in disposition strategy.

E. Development

1. **Proposal Criteria Establishment** – Work to establish a criteria for disposition strategies. This may include leveraging industry relationships, evaluating presented opportunities, or developing specific RFP opportunities where appropriate. Landform will present the criteria to the Owner for consideration and approval.
2. **Property Interest Solicitation** – Based upon industry knowledge and existing team relationships, disseminate marketing package(s) on behalf of Owner to targeted groups. Establish communication and as appropriate facilitate introduction of Owner to potential candidates for the various development options with the intent for deal establishment. For the term of this Agreement (or as extended by the parties) Landform shall be the exclusive development manager and will be responsible for all potential development deals within the 140 acre Project.

3. **Development Options** – Assist Owner in advancing the following development scenarios:
 - a. Property Sale or Lease – Assist in finalizing an agreement for the sale or lease of the Project land.
 - b. Public-Private Partnership (“P3”) – Assist in the establishment of development partnership(s) with private entities for various components of the Project.
 - c. Owner Self-Development – If applicable, assist Owner in developing a program for self development and ownership of specific components of the Project (see below).

4. **Development Administration** – Organize, prepare, and disseminate ongoing reporting, budgeting, and meeting minutes for the review of the team and Owner. Attend and present reports at scheduled HRA meetings and stand for questions or further consideration. Coordinate with Staff to prepare and present cases for consideration by the HRA and/or other boards or commissions of Owner.

F. Owner Self-Development (if applicable)

Scope of services shall include but not be limited to Design Coordination, Pre-Construction, Leasing, Financing, Project Management, Tenant Coordination, and Project Closeout.

ARTICLE IV. BASIS OF COMPENSATION:

A. Development Management Services (the “Administrative Compensation”)

Project Organization / Planning and Engineering / Development Feasibility / Development / Marketing Phases

1. Landform shall provide the following development management services for the Agreement Term.

Organizational Activities

Municipal Approvals / Entitlements / Development Board-Commission
 Architectural Coordination & Establishment
 Preliminary Engineering
 Project Construction Guidelines & Rules
 Anchor Procurement Process
 Commence Sales & Leasing effort & Developer Solicitation
 Marketing
 Financial Analysis
 Tenant Coordination
 Off-Site Improvement Coordination
 Public Projects
 Owners Coordination (existing owners in The COR)

Reporting & On-Going Meetings with City of Ramsey

The Organizational Activities do also include all those services as referenced in Article I Project Scope, Article II Project Objective, and Article III Development Management Services herein.

(the "Development Management Services")

2. Administrative Compensation.

a. **Monthly Payment.** Landform shall be compensated a total of \$360,000.00 for the Development Management Services for the Agreement Term at the rate of \$15,000.00 per month. This payment is known as the "Administrative Compensation". In the event this Agreement is terminated prior to March 31, 2013, Landform shall receive the said \$15,000 monthly compensation for each full month this Agreement is in effect and a prorated amount for any partial month during which this Agreement is in effect.

b. **Early Termination Payment.**

(i) In addition to the Administrative Compensation, in the event the HRA terminates this Agreement prior to January 31, 2013, Landform shall be paid an early termination fee equal to four month's fee or \$60,000.00. In the event of termination of this Agreement after January 31, 2013, no early termination payment shall be paid.

(ii) Notwithstanding the preceding terms of this paragraph 2.b. in the event the HRA sells to a third party 75% or more of the then remaining Project parcels available for development purposes to a single entity, in one transaction, no early termination payment shall be paid to Landform.

B. Incentive Based Development Compensation

In addition to the Administrative Compensation received for Development Management Services, Landform shall receive additional incentive-based compensation (the "Incentive Compensation") based upon its success in advancing the Project.

1. For the purposes of this Agreement, it is assumed that the disposition of various land parcels may occur in any of three ways: sale or lease, public private partnership, or owner self-developed. Landform shall solicit the interest of various prospective end-users, to include individual entities, corporations, developers, and/or development partners. Landform will coordinate the efforts of the Development Management Team to provide a uniform front to the development community, and assist in the evaluation, consideration, negotiations, and deal structuring on any disposition of land within the development area. Incentive Compensation will be paid on all transactions regardless of origin or referral source. Meeting update reports documenting marketing progress shall be presented to the Owner on a regular basis.

2. The Incentive Compensation shall be **two percent (2%)** of the total capital cost of the end use of the parcel or property sold or developed (the "Development('s) Capital Cost(s)"). The Development's Capital Cost shall be the total dollar amount of the following items a.-d.:
 - a. The net land sale price paid to Owner plus;
 - b. The proforma building value as presented by Landform, except that said value shall not exceed the then current Minnesota Department of Labor and Industry's Building Valuation Data by more than 25% plus;
 - c. The Site improvement's costs plus;
 - d. The development soft costs such as engineering, planning architecture, legal fees, any marketable title issues, realtor commissions, finance expenses and special inspections. In no event shall the development soft costs exceed 20% of the total of items a. through c. above.

The total dollar amount of items a.-d. above is the Development's Capital Cost which is the basis for the Incentive Compensation. However, the parties agree that during the term of this Agreement, unique development scenarios may be presented which will require modification of the Incentive Compensation terms. With that understanding the parties agree to negotiate as necessary modified terms in relation to the Incentive Compensation.

3. The Incentive Compensation will be payable at the following stages of a specific development:
 - a. For the first twelve (12) months of this Agreement and on a monthly basis, Landform shall receive monthly advances on future Incentive Compensation in the amount of **\$10,000/each**. Such draws shall be reimbursed from the proceeds of the Incentive Compensation when earned, and shall be considered minimum compensation for this contract component. However, in the event this Agreement is terminated prior to March 31, 2011, Landform shall receive the said \$10,000 monthly advance only for each full month this Agreement is in effect and a prorated amount for any partial month during which this Agreement is in effect. Monthly draws shall terminate once total compensation under this paragraph a. reaches \$120,000 within the period of this Agreement.
 - b. During the drafting of an HRA Contract, the HRA and Landform shall work to determine the proposed project costs and phasing schedule which shall be used to determine the Incentive Compensation. The Incentive Compensation, once calculated based on this criteria, shall be final on or before the execution of any HRA Contract. Any substantial or fundamental changes to the proposed project, phasing, or terms prior to closing will necessitate reconsideration of the Incentive Compensation. Minor changes will be considered incidental.

- c. Upon the execution of an HRA Contract, Landform shall receive **20%** of the total Incentive Compensation, EXCEPT that in no event shall the said 20% exceed the non-refundable (hard) earnest money or other down payment received by the HRA from the other party to the HRA Contract, i.e. buyer, lessee, or developer, except upon specific HRA authorization. In the event the earnest money is held in escrow by a title company or other fiduciary until closing or termination of the HRA Contract, the HRA shall, assess the security of said earnest money to be released to the HRA upon closing or HRA Contract termination and after consultaion with its Legal Counsel make a dtermination on whether or not to authorize payment of the 20% to Landform.
 - d. Upon closing of a land sale transaction between the HRA and a parcel developer, or tenant occupancy under a lease, Landform shall receive **60%** of the total Incentive Compensation.
 - e. Following project design, permitting and construction, and upon issuance of a Certificate of Occupancy by the City ,Landform shall receive a final payment of **20%** of the total Incentive Compensation, subject to paragraph 9. below. In addition, for Phased Projects as defined in paragraph 5. below the 20% payment shall be paid at the time of occupancy of future phases.
 - f. Example of the application of the above subparagraphs c.-e. of this paragraph 3.: An agreement is signed on a parcel of land for an office building valued at \$10m in June, 2011. There were three (3) advances totaling \$30,000 previously.
 - i. The Incentive Compensation is calculated at two percent (2%) of \$10m or \$200,000.
 - ii. The initial payment would be twenty percent (20%) of the total or \$40,000 **minus** the previous advances of \$30,000 for a net payment of \$10,000.
 - iii. Closing occurs and the second payment of sixty percent (60%) of the total Incentive Compensation becomes due in the amount of \$120,000 **minus** subsequent draws (if any).
 - iv. Upon certificate of occupancy for the office building, the final twenty percent (20%) becomes due in the amount of \$40,000.
4. **Large Projects** – In calculating the Incentive Compensation on developments with a total Development Capital Cost greater than \$30 million in a single transaction, the following equation shall be used:
- a. The Incentive Compensation shall be two percent (2%) of the total Development Capital Cost up to \$30 million (standard agreement);
 - b. Then, one percent (1.0%) for Development Capital Costs from \$30 million to \$100 million;

- c. Then, one half percent (0.5%) for Development Capital Costs in excess of \$100 million-\$150 million;
 - d. Then, one quarter per cent (0.25%)for Development Capital Costs in excess of \$150 million.
 - e. Example of the application of the above subparagraphs a.-d. of this paragraph 4: An agreement is signed for a development with an estimated total Development Capital Cost of \$180,000,000. The Incentive Compensation shall be calculated as follows:
 - i. 2.0% of \$30m = \$600,000
 - ii. 1.0% of \$70m = \$700,000
 - iii. 0.5% of \$50m = \$250,000
 - iv. 0.25% of \$30m = \$75,000
 - v. Total Compensation = \$1,625,000
5. **Phased Projects** – In calculating the Incentive Compensation on projects where occupancy is anticipated to be phased over a period greater than 24 months from the spring of the year following closing of the transaction (phased start), a discount to the Incentive Compensation will be applied as a means to recognize the delay in property tax payments realized by the HRA.
- a. For each 12 month period the project, or portion of the project, is anticipated to be phased beyond 24 months, the Incentive Compensation for that portion of the project shall be discounted by ten percent (10%).
 - b. Example: A sale occurs for an apartment project consisting of six buildings. Two are to be constructed immediately; two are anticipated to begin the following year, and the last two the year after. Each phase is roughly \$20m in value.
 - i. Phase 1 Incentive Compensation shall be the full two percent (2%) of the \$20m or \$400,000.
 - ii. Phase 2 commencing later than 24 months after the spring following closing shall be the full Incentive Compensation (\$400,000) discounted \$40,000 or \$360,000.
 - iii. Phase 3 commencing later than 36 months after the spring following closing shall be the full Incentive Compensation (\$400,000) discounted \$80,000 or \$320,000
 - iv. The total Incentive Compensation for the example phased project would be \$1,080,000.

6. Incentive Compensation shall be due on the project known as The Residence and the project known as Suite Living under the terms of the agreement effective April 1, 2010, and commensurate with their respective incentive compensation fee worksheets approved by the HRA. The incentive compensation paid to Landform for The Residence and Suite Living will be reduced by any advances on incentive payments made under this Agreement, and said amounts will count towards the maximum advance amount contemplated in Article 4, Section B.3.a
7. Compensation Carryover – It is recognized that Landform will expend significant effort and expense in the advancement of the Project and individual users on an incentive basis, for which the HRA receives value that will survive the termination of this Agreement. Therefore, upon termination of this Agreement, on or before March 31, 2013, Landform shall receive compensation as outlined in Article 4, Section B herein, on all HRA Contracts for which the HRA and a third party execute within a period of fifteen (15) months following the termination of this Agreement. . Once an HRA Contract is executed, compensation shall continue on a project-by-project basis until complete. Compensation shall follow the particular user or buyer originating the HRA Contract regardless of subsequent renewals or extensions of the HRA Contract..

For purposes of this paragraph 7., in order to determine the Development Capital Cost for future developments, the Development Capital Cost formula as defined in Subsection B.2 of this Article IV will be used. Where necessary, because adequate development data from a proposed purchaser is not sufficient to determine the Development Capital Cost, the Current Development Plan and Financial Dashboard shall be used to arrive at the Development Capital Cost for a development when the exact costs of the future development is unknown.

If, by the agreement of both parties, services outlined in this proposal are provided outside the Project all terms and conditions outlined in this proposal shall apply on a parcel-by-parcel basis.

8. Exceptions/Exclusions to Incentive Compensation:
 - a. No Incentive Compensation will become due on any public infrastructure (roads, bridges, utilities, etc.) projects constructed within the Project.
 - b. No Incentive Compensation will become due on any public park projects including the City of Ramsey's East Meandering Park unless the park contains a commercial or private component for which the fee will be calculated on that portion alone.
 - c. No incentive Compensation will become due on any city initiated facilities providing municipal services to the City of Ramsey. (i.e. City offices, pump house, public works facilities, community center, etc.). The term "community center" as used herein shall mean a facility that is constructed without any private partnership with the City/Owner. Incentive Compensation will be paid on the Development Cost of the

private portion of a community center where there exists a private/public partnership for said construction.

C. Additional Compensation

In the normal course of the development of the Project, It becomes necessary at times to prepare detailed feasibility, preliminary, and final design documents. Typically these are completed by the developer, as part of the overall development and include land surveying, civil engineering, planning, landscape architecture, and related architectural disciplines. Additionally, these services are also necessary for individual site development plans by either the end-user, or the developer on behalf of the end-user.

1. For the term of this Agreement (or as extended by the parties) when the need for design services beyond the basic services outlined in Article III. Section B of this Agreement, it is understood that said services identified in the above paragraph in this Section C. will either be performed by or coordinated by Landform. At the time the need is identified, Landform will prepare a proposal specific to the scope required and present said proposal for consideration and approval by the HRA. Notwithstanding the above, the HRA may determine it is in the best interests of the Project, and that there are minimal negative impacts on the overall development coordination, the HRA reserves the right to self-perform for the design of major public improvement projects such as roadway improvements, trunk utility or infrastructure improvements, or municipal design services.
2. For the term of this Agreement (or as extended by the parties) when the need for design services beyond the basic services outlined in Article III. Section B of this Agreement is required by an end-user, to the extent possible the HRA shall require this work be completed by Landform at the end-user's direction and costs. Whether these services are contracted directly between the end user and Landform, or if they are escrowed by the HRA for payment to Landform, the contract for such services will be reviewed and approved by the HRA. Architectural services are excluded from this condition.
3. All design services performed shall be at normal and customary fees constant with fees Landform charges similar clients for similar projects. Said fee schedule attached as Exhibit B.
4. In any event, the HRA and Landform, understanding the dynamic nature of the development business, shall be free to discuss compensation strategies specific to deals of a more complicated nature, or on deals outside the Project, so as to create appropriate compensation on specialized deals.
5. Should the HRA opt to self-develop certain components of the Project, services and fees will be determined and mutually agreed upon for each component at that time.

D. Only Compensation

For work within the Project, Landform agrees that the Administrative Compensation, the Incentive Compensation and the Additional Compensation shall be the only compensation paid to Landform under this Agreement.

E. Reimbursable Expenses

In addition to the compensation set forth above, Landform shall receive reimbursement from Owner subject to the provision of proper documentation for the expenses listed in paragraphs 1., 2. and 3. below for Project related expenses at cost plus 10%: No Reimbursable Expenses will be considered for payment unless said expense is included as an expense item category previously approved on the then current HRA budget.

1. Any normal and ordinary business expenses permitted by the City/Owner including temporary living and travel expenses, airfare, lodging, car rental, mileage, meals, parking and tolls. Said expenses shall be approved by Owner prior to expenditure.
2. Administrative expenses incurred in connection with work performed on Owner's behalf and to handle Project related documents during the course of Project. Expenses shall include but not be limited to costs for reproduction, photocopies, printing, postage, and overnight delivery. Also to be reimbursed shall be the costs for Landform's providing various web-based Project and information management systems and hosting for the purposes of collaboration, document sharing, and marketing during the course of the Project.
3. Third party expenses such as sub-consultant fees, event registrations, memberships, third party services, and other similar expenses. Said expenses shall be approved by Owner prior to expenditure.

F. Invoicing and Owner Payment

An initial retainer of fifteen thousand dollars (\$15,000) shall be made upon execution of this Agreement and is minimum payment under this Agreement. Said retainer shall be credited to Landform's account and applied to the final invoice of the contract period.

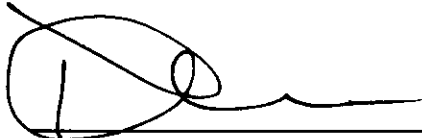
Landform shall invoice Owner for services rendered that month, or for Incentive Compensation becoming due, with the Administrative Compensation payment due within 30 days of the invoice date. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid balance.

ARTICLE V. FORM OF CONTRACT:

The attached Terms and Conditions, Exhibit C are incorporated by reference and are an integral component of this contract.

Landform agrees to perform the Services described in this Proposal under the terms as outlined, subject to the terms and conditions of the Purchase of Services Agreement of even date to which this proposal is attached as Schedule A.

The HRA accepts the scope, terms and conditions outlined in this Proposal and instructs Landform to perform the Services as outlined, subject, to the terms and conditions of the Purchase of Services Agreement of even date to which this proposal is attached as Schedule A.



Darren B. Lazan
President


3/31/11
Date

Landform Federal Tax ID: 27-1199905

**Housing and Redevelopment
Authority (HRA) of the City of Ramsey,
Minnesota**

By: 
Its Chairperson

ATTEST:

By: 
Its Executive Director

4/1/2011
Date

LIST OF EXHIBITS

Exhibit A – Legal Description

Exhibit B – Landform Fee Schedule per Article IV. C.3.

Exhibit C – Additional Agreement Terms and Conditions

Exhibit A

Legal Description of the Project Property

Outlots V, CC, DD and HH, RAMSEY TOWN CENTER ADDITION Anoka County; Minnesota;

and

Outlot GG, RAMSEY TOWN CENTER ADDITION, Anoka County; Minnesota, except that part described as follows: Beginning at the northwest corner of said Outlot GG; thence on an assumed bearing of South, along the westerly line of said Outlot GG for 567.55 feet to a point of curvature in said westerly line; thence southerly for 36.04 feet along said westerly line along a tangential curve concave to the west, radius 540 feet and a central angle 03 degrees 49 minutes 27 seconds to a point of tangency in said westerly line; thence South 03 degrees 49 minutes 27 seconds West along said westerly line for 87.95 feet to the most southerly corner in said westerly line; thence South 66 degrees 10 minutes 33 seconds East along the southwesterly line of said Outlot GG for 659.59 feet; thence on a bearing of North for 957.75 feet to the northerly line of said Outlot GG; thence on a bearing of West along said northerly line for 596.32 feet to the point of beginning;

and

Outlot A, RAMSEY TOWN CENTER 11th ADDITION, and Lot 1, Block 1, RAMSEY TOWN CENTER 11th ADDITION, Anoka County; Minnesota, except that part which lies southerly of the following described line: Commencing at the southeasterly corner of Lot 1; thence on an assumed bearing of North along the easterly line of said Lot 1 for 186.92 feet to the actual point of beginning of the line to be described; thence on a bearing of West for 692.28 feet to the westerly line of Lot 1 and there terminating;

and

Outlot B, RAMSEY TOWN CENTER 11th ADDITION Anoka County; Minnesota;

and

All that part of Outlot B, RAMSEY TOWN CENTER 2nd ADDITION, Anoka County; Minnesota which lies easterly of the easterly line of Block 1, RAMSEY TOWN CENTER 7th ADDITION, and its southerly extension;

and

All that part of Outlot B, RAMSEY TOWN CENTER 2nd ADDITION Anoka County; Minnesota, lying southerly of the following described line: Commencing at the Northeast corner of Block 1, Ramsey Town Center 7th Addition; thence South, along the East line of said Block 1, a distance of 247.47 feet to the Point of beginning of said line; thence West, along the South line of Block 1, Ramsey Town Center 7th Addition, a distance of 616.21 feet to the Westerly line of Outlot B, RAMSEY TOWN CENTER 2nd ADDITION, and said line there terminating.

and

Outlots A, C, D, F, and the West 140 feet of Outlot K, RAMSEY TOWN CENTER 8th ADDITION Anoka County; Minnesota;

and

Outlots F, G, H, J, K, N, O, P, Q and R, RAMSEY TOWN CENTER ADDITION Anoka County; Minnesota;

and

Tracts A, C, D and E, REGISTERED LAND SURVEY NO. 241 Anoka County; Minnesota;

and

Outlot M, RAMSEY TOWN CENTER ADDITION, except that part platted as RAMSEY TOWN CENTER 5th ADDITION Anoka County; Minnesota;

and

Outlot A, RAMSEY TOWN CENTER 5th ADDITION Anoka County; Minnesota;

and

Outlot A, RAMSEY TOWN CENTER 10th ADDITION Anoka County; Minnesota;

and

Outlots A and B, RAMSEY TOWN CENTER 7th ADDITION Anoka County; Minnesota;

and

Lot 2, Block 1, RAMSEY TOWN CENTER 5th ADDITION, Anoka County; Minnesota;

Exhibit B

LANDFORM

From Site to Finish

105 South 5th Avenue
Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070
Fax: 612-252-9077
www.landform.net

RATE SCHEDULE

Effective Date: July 1, 2008

LABOR RATES

The following hourly rates shall be used for this contract:

Senior Principal	195.00/hour
Principal	180.00/hour
Associate	130.00/hour
Water Resources Specialist	125.00/hour
Project Designer	115.00/hour
Senior Designer	115.00/hour
Designer III	80.00/hour
Designer II	75.00/hour
Designer I	65.00/hour
Project Planner	115.00/hour
Senior Planner	115.00/hour
Planner III	80.00/hour
Planner II	75.00/hour
Planner I	65.00/hour
Survey Department Manager	135.00/hour
Survey Project Manager	115.00/hour
Crew Coordinator	100.00/hour
Survey Technician III	90.00/hour
Survey Technician II	75.00/hour
Survey Technician I	65.00/hour
Crew Chief	90.00/hour
Instrument Person	55.00/hour
GPS Equipment	35.00/hour
Construction Observation III	110.00/hour
Construction Observation II	85.00/hour
Construction Observation I	80.00/hour
Department Manager	75.00/hour
Information Systems Manager	125.00/hour
Senior Administrative Assistant	65.00/hour
Administrative Assistant	50.00/hour

REIMBURSABLE EXPENSES

Internal reimbursable expenses are priced as follows:

Mileage	0.55 per mile
Plotting on Bond	0.25 per square foot
Plotting on Vellum	1.10 per square foot
Plotting on Mylar	2.50 per square foot
Plotting in Color	7.00 per square foot
Color Printing	1.00 for 8.5 x 11
	2.00 for 8.5 x 14, 11 x 17
Scanning	1.50 per scan
CD/DVD	10.00 per cd/dvd

External reimbursable expenses shall be billed at cost plus 15%.

EXHIBIT C

TERMS AND CONDITIONS

1.0 CONSULTANT'S SERVICES. Consultant shall perform the services identified in this Proposal and no others unless otherwise agreed and unless Consultant is paid additional compensation in accordance with this Proposal. As used in this Terms and Conditions document, the term "Client" means the City of Ramsey and the term "Consultant" means Landform.

1.1 STANDARD OF CARE. Consultant's services shall be performed based on the standard of reasonable professional care for services similar in scope, schedule, and complexity to the services being provided by the Consultant.

1.2 SCHEDULE. Time limits established by the schedule identified in the Proposal shall not, except for reasonable cause, be exceeded by Consultant or Client. Consultant's compensation shall be equitably adjusted in the event of delays caused by Client, Client's other consultants, or Client's agents. Fees quoted in the Proposal shall be adjusted if services do not commence within 90 days after the date of the Proposal.

2.0 ADDITIONAL SERVICES. In addition to any other Additional Services listed in the Proposal, the following services are not included in Basic Services and Client shall compensate Consultant for such services upon prior agreement by Client, in addition to compensation for Basic Services: (1) Making revisions in Drawings and Specifications or other documents when such revisions are (a) inconsistent with approvals or instructions previously given, (b) the result of adjustments in Client's requirements, (c) required by enactment, interpretation or revision of codes, laws or regulations subsequent to preparation of such documents, (d) required by the failure of Client or Client's consultants to render decisions or to provide necessary information in a timely manner, (e) imposed by municipal or other authorities as a condition for approval of a project, unless the Drawings, Specifications or other documents clearly were not in compliance with applicable law when submitted for approval, or (f) due to or caused not solely within control of Consultant; (2) Providing any services excluded from the Scope of Services identified in the Proposal; (3) Providing any other services not otherwise expressly included in this Proposal.

7.0 MISCELLANEOUS PROVISIONS. ((1) This Proposal represents the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. (2) This Proposal may be amended by written instrument signed by both Client and Consultant or, in the case of Additional Services, by a written confirmation from Consultant to which Client does not object within ten (10) working days.

9.0 BASIS OF COMPENSATION. Client shall compensate Consultant as set forth in the Proposal.

10.0 DELAYED PAYMENT; PAYMENT DISPUTES.

10.1 CONDITIONS PRECEDENT TO WITHHOLDING PAYMENT. The Client may not withhold any payments to the Consultant unless the basis of (including all particulars) and amount in dispute are identified and presented in writing to the Consultant not later than the twenty-fifth (25th) calendar day after presentation of the disputed invoice.

10.2 NOTICE OF CLAIMED ERRORS OR OMISSIONS. Client shall provide written notice, including all known particulars, to Consultant of any claimed errors or omissions in Consultant's services not later than 60 calendar days after Client becomes aware, or in the exercise of reasonable diligence should have become aware, of the existence of such error or omission. Consultant shall be given a reasonable opportunity, during such 60-day period, to investigate and recommend ways of mitigating any alleged damages. Client's failure to provide such notice, and/or Client's failure to provide Consultant a reasonable opportunity to investigate and make recommendations, within the time stated shall constitute an irrevocable waiver of any and all claims, counterclaims, defenses, setoffs, or recoupments Client might have in connection with any such alleged error or omission. In the event Client asserts a claim in violation of this paragraph, or in the event that any other error and omission claim asserted by Client is determined to be without substantial merit,

10.3 ERRORS OR OMISSIONS OF CLIENT'S CONSULTANTS. If Client has separately retained other design professionals Client agrees to defend, indemnify, and hold the Consultant harmless from all loss, damage, liability, cost or expense (including but not limited to reasonable attorneys' fees) arising out of or relating to (a) the negligent acts or omissions of such other design professionals, and/or (b) the failure of such other design professionals to carry out or maintain professional liability insurance in an amount adequate to protect Client and Consultant from loss.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kraus-Anderson Insurance 420 Gateway Boulevard Burnsville MN 55337-2790		CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): (952) 707-8200 FAX (A/C, No): (952) 890-0535 E-MAIL ADDRESS: certificates@kainsurance.com PRODUCER CUSTOMER ID #: 00006299	
INSURED Landform Professional Services, LLC. 105 Fifth Ave. South Suite 513 Minneapolis MN 55401		INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22543	

COVERAGES CERTIFICATE NUMBER: 10-11 Certificate REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>			BP-003156589-9	11/18/2010	11/18/2011	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A-003156590-9	11/18/2010	11/18/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CU-003156592	11/18/2010	11/18/2011	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000						AGGREGATE	\$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC-003156591-9	11/18/2010	11/18/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
B	Professional Liability			LHR724124	11/18/2010	11/18/2011	E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
							Each Claim	2,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER FOR INFORMATIONAL PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J Voerster/CARLEY

AGREEMENT AMENDMENT

Amendment to the March 31, 2011 Purchase of Services Agreement between the City of Ramsey HRA and Landform Professional Services LLC (the "Agreement").

Article IV Basis of Compensation, paragraph 9 Exceptions/Exclusions to Incentive Compensation of the March 22, 2010 Contractor's Proposal attached to the Agreement is amended by the following addition:

- 9.f. Notwithstanding any Incentive Compensation payment scheduled herein to the contrary, in the event a development project is provided with public financing in whole or in part from the HRA or the City of Ramsey, payment of a portion of the Incentive Compensation by the HRA will be delayed and paid on a pro-rata basis conforming to the payments received on the public financing. For example, if a \$1,000,000 development project receives \$500,000 in public financing and the calculated Incentive Compensation is \$20,000, one-half of the Incentive Compensation earned, or \$10,000, would be delayed. If the public financing is to be paid over a 10 year term, its principal will be reduced at the rate of 10% annually. Therefore and likewise during said 10 year term, the delayed Incentive Compensation will be paid at the rate of 10% annually until such time as the public financing is paid in full. In the event the public financing is prepaid and satisfied, the balance of any delayed Incentive Compensation will be paid in full. Upon full repayment and satisfaction of any public financing, any delayed Incentive Compensation then due shall be paid in accordance with the payment schedule as provided in this Section B, paragraphs 3. through 6. above.