

City of Ramsey
Agenda
Regular City Council
Monday, August 13, 2012
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

1. **Call to Order**
2. **Presentation**
3. **Citizen Input**
4. **Consent Agenda**
 1. Receive Cash & Investments for Period Ending July 31, 2012
 2. Receive June 2012 Financial Reports - General Fund and Enterprise Funds
 3. Approve Licenses
 4. Approve the following City Council Meeting Minutes:
 1. Special City Council and City Council Work Session - June 5, 2012
 2. City Council Work Session - June 12, 2012
 3. Special City Council and City Council Work Session - June 19, 2012
 4. City Council Work Session and City Council Regular - June 26, 2012
 5. City Council Work Session and City Council Regular - July 10, 2012
 6. City Council Work Session and City Council Regular - July 24, 2012
 5. Request for Certificate of Completion at 14220 Basalt St NW
 6. Clarify Motion Related to Waiving Application and Escrow Fees Related to a Request for an Interim Use Permit
 7. Adopt Resolution #12-08-XXX Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the period of July 19, 2012 through August 8, 2012
 8. Adopt Resolution #12-08-XXX to Accept Recycling Enhancement Grant Funds from Anoka County and to Amend the Agreement for Residential Recycling Program
 9. Report from Public Works meeting dated July 17, 2012
5. **Approve Agenda**
6. **Public Hearing**
7. **Council Business**
 1. City Improvement Project 12-20; Sunwood Drive Realignment - Consider Change Order #1

2. Consider Preliminary Plat and Final Plat Approval of COR TWO; Case of the City of Ramsey Housing and Redevelopment Authority
3. Consider Site Plan Approval of Wiser Choice Liquor
4. Introduce Ordinance to Vacate Drainage and Utility Easements and Right of Way for Sunwood Drive Within the COR TWO Subdivision located East of Armstrong Boulevard and South of Bunker Lake Boulevard; Case of the City of Ramsey Housing and Redevelopment Authority
5. Adopt Ordinance to Establish Game Fair Off-Street Parking Overlay District
6. Introduce Ordinance for the sale of Outlot A, Ramsey Town Center 3rd Addition.
7. Consider entering into a purchase agreement for the property located at 14590 Armstrong Blvd., Ramsey, Minnesota known as Wiser Choice Liquors. - **PORTIONS OF THIS DISCUSSION MAY BE CLOSED TO THE PUBLIC**
8. **Mayor/Council/Staff Input**
9. **Adjournment**

CC Regular Session

4. 1.

Meeting Date: 08/13/2012

By: Diana Lund, Finance

Information

Title:

Receive Cash & Investments for Period Ending July 31, 2012

Background:

Report on the City's cash and investments for the period ending July 31, 2012. Cash balances graph reflects the changes in cash balances on the city's major funds for the period ending July 31, 2012 in comparison to year-ending December 31, 2011. December 31, 2011 numbers reflect final audited numbers.

Council Action:

None required. Informational only.

Attachments

Cash & Investments for Period Ending July 31, 2012

Cash Balances on Major City Funds - July 31, 2012

Form Review

Inbox
Kurt Ulrich

Form Started By: Diana Lund

Reviewed By
Kurt Ulrich

Final Approval Date: 08/09/2012

Date
08/09/2012 09:41 AM
Started On: 07/31/2012 11:52 AM

**CITY OF RAMSEY
REPORT OF POOLED CASH FLOWS
Period Ended July, 2012**

	July-12 CURRENT MONTH	2012 YEAR-TO-DATE
CASH AND TEMPORARY INVESTMENTS		
BEGINNING BALANCE	\$ 41,165,564.29	\$ 45,949,302.73
CASH INFLOWS:		
Daily Deposit	631,217.52	4,163,618.67
Tax Settlements	2,901,718.04	6,271,397.42
U/B Receipts	30,493.95	1,525,429.41
Credit Cards	14,195.96	195,413.84
Interest Earnings [Net of Interest Paid on Investments]	73,371.00	557,586.75
Bond Proceeds	-	12,137.35
TOTAL CASH INFLOW	\$ 3,650,996.47	\$ 12,725,583.44
TOTAL CASH AVAILABLE	\$ 44,816,560.76	\$ 58,674,886.17
CASH OUTFLOWS:		
Prepaid Checks	1,190,764.07	\$ 3,790,215.72
Bills Lists	423,417.24	3,644,743.81
F&C Draws	122,651.74	781,853.68
Ramsey Rail - Northstar	-	3,562,500.00
Pay Estimates	251,466.52	1,939,799.82
Credit Cards	1,012.44	6,700.59
Payroll - Net	277,618.83	1,965,929.46
Flex Reimbursement	5,280.73	53,037.53
Void Checks/Dormant Checks Paid	(716.48)	(7,035.44)
Debt Service	112,083.33	503,663.33
Miscellaneous [Bank Charges; etc.]	85.25	580.58
TOTAL CASH OUTFLOW	\$ 2,383,663.67	\$ 16,241,989.08
POOLED CASH AND TEMPORARY INVESTMENTS ENDING BALANCE	\$ 42,432,897.09	\$ 42,432,897.09
MEMO - NET 2012 CASH INFLOW (OUTFLOW)	1,267,332.80	(3,516,405.64)
INVESTMENT PORTFOLIO SUMMARY		
BEGINNING BALANCE	\$ 33,839,661.44	\$ 42,230,022.32
Purchases	900,000.00	10,888,000.00
Maturities/Sales	(2,287,667.36)	(20,666,028.24)
ENDING BALANCE	\$ 32,451,994.08	\$ 32,451,994.08

2012 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	CUSIP	PRIN	PURCH	SOLD/ MATURE	BV PRIN	PAR	YTM
					BAL 1/1/2012	2012	2012	BAL 12/31/2012		
031029	9/15/2011	Landmark	CD-Landmark	old-12456 new-13672	317,299.14			317,299.14 317,299.14	256,633	1.50%
120320	9/20/2012	4M	Term Series 4M			2,000,000.00	0.00	2,000,000.00	2,000,000	0.13%
110714A	1/12/2012	4M	Term Series 4M		2,000,000.00		2,000,000.00	0.00	2,000,000	0.20%
111220A	3/20/2012	BOW	CD-BOW		1,000,000.00		1,000,000.00	0.00	1,000,000	0.44%
111220B	6/20/2012	BOW	CD-BOW		2,000,000.00		2,000,000.00	0.00	2,000,000	0.72%
111230	3/30/2012	BOW	CD-BOW		2,000,000.00		2,000,000.00	0.00	2,000,000	0.38%
110714C	1/13/2012	BOW	CD-BOW	102992	1,000,000.00		1,000,000.00	0.00	1,000,000	0.26%
110714D	4/13/2012	BOW	CD-BOW	102993	1,000,000.00		1,000,000.00	0.00	1,000,000	0.32%
110727	1/27/2017	BOW	FHLB	313374T34-0V0	500,000.00		500,000.00	0.00	500,000	2.35%
091229D	12/29/2014	BOW	FFCB	31331JAN3	1,000,000.00		0.00	1,000,000.00	1,000,000	2.75%
100305	3/5/2015	BOW	FFCB	31331JFY4	1,000,000.00		1,000,000.00	0.00	1,000,000	2.75%
100723	7/23/2015	BOW	FNMA	3134G1MG6062	1,000,000.00		1,000,000.00	0.00	1,000,000	2.45%
								1,000,000.00		
		FNC	Clearing from 2010							
101227	12/17/2012	ICD SEC	CD-ALLY BANK	02005QBU6	176,000.00		0.00	176,000.00	176,000	0.85%
081028	10/28/2013	ICD SEC	CD-AMERICAN CHA	27006	100,000.00		0.00	100,000.00	100,000	5.50%
110609	6/9/2014	ICD SEC	CD-AMERICAN EXPI	02587DAX6	250,000.00		0.00	250,000.00	250,000	1.25%
100812A	8/13/2012	ICD SEC	CD-AMERICAN PLU	58469	100,000.00		0.00	100,000.00	100,000	1.10%
101229B	6/29/2012	ICD SEC	CD-AURORA BANK	05155TAL2	150,000.00		150,000.00	0.00	150,000	70.00%
110803A	2/4/2013	ICD SEC	CD-BANCO POPULA	05967EGL7	200,000.00		0.00	200,000.00	200,000	0.65%
091217C	6/17/2012	ICD SEC	CD-BANK OF AMERI	3510	150,000.00		150,000.00	0.00	150,000	2.60%
091203	12/3/2014	ICD SEC	CD-BANK OF AMERI	3510	100,000.00		0.00	100,000.00	100,000	3.50%
111221B	10/23/2013	ICD SEC	CD-BANK OF CHINA	06425HVS3	100,000.00		0.00	100,000.00	100,000	1.10%
110629B	12/28/2012	ICD SEC	CD-BANK OF CHINA	06425P4P0	146,000.00		0.00	146,000.00	146,000	0.75%
081223	12/23/2013	ICD SEC	CD-BANK OF HOLLA	34862	100,000.00		0.00	100,000.00	100,000	4.95%
081009	10/9/2013	ICD SEC	CD-CAPITOL CITY B	33938	100,000.00		0.00	100,000.00	100,000	5.25%
110831	2/28/2014	ICD SEC	CD-CIT BANK	172854AWZ7	200,000.00		0.00	200,000.00	200,000	1.05%
110803C	2/4/2013	ICD SEC	CD-CITIZEN BANK C	57282	100,905.75		0.00	100,905.75	100,000	0.60%
100114	1/17/2012	ICD SEC	CD-COMMERCIAL B	17225	150,000.00		150,000.00	0.00	150,000	1.60%
090220B	2/21/2012	ICD SEC	CD-COMMONWEAL	57201	100,000.00		100,000.00	0.00	100,000	2.80%
110930	9/30/2013	ICD SEC	CD-COMPASS BANK	20449E3C8	100,000.00		0.00	100,000.00	100,000	1.00%
111014	10/21/2013	ICD SEC	CD-COMPASS BANK	20449E3Z7	100,000.00		0.00	100,000.00	100,000	1.05%
110629A	7/1/2013	ICD SEC	CD-DISCOVER BAN	254670G48	248,000.00		0.00	248,000.00	248,000	0.85%
101221	12/23/2013	ICD SEC	CD-DORAL BANK	25811LYN3	249,000.00		0.00	249,000.00	249,000	1.45%
110318	9/18/2012	ICD SEC	CD-FIRST BANK OF	337624U40	100,000.00		0.00	100,000.00	100,000	1.00%
120123	1/23/2015	ICD SEC	CD-STATE BANK OF	33664		100,000.00	0.00	100,000.00	100,000	1.10%
120131	1/30/2015	ICD SEC	CD-SAFRA NATIONA	786584YA2	150,000.00		0.00	150,000.00	150,000	1.00%
120210	8/12/2013	ICD SEC	CD-BMW BANK	05568PV46	100,000.00		0.00	100,000.00	100,000	0.60%
120711	7/11/2014	ICD SEC	CD-ALLY BANK	02005QM67		73,000.00	0.00	73,000.00	73,000	0.90%
120713	7/12/2013	ICD SEC	CD-BANK OF BAROI	060624JZ7		249,000.00	0.00	249,000.00	249,000	0.45%
120718	11/18/2013	ICD SEC	CD-APPLE BANK FO	037830MN3	78,000.00		0.00	78,000.00	78,000	0.45%
120208A	5/8/2013	ICD SEC	CD-BEAL BANK USA	07370SK20	249,000.00		0.00	249,000.00	249,000	0.40%
120208B	2/7/2013	ICD SEC	CD-SOVEREIGN BAN	84603MV29	249,000.00		0.00	249,000.00	249,000	0.40%
120307	4/8/2013	ICD SEC	CD-SAFRA NATIONA	786580A59	100,000.00		0.00	100,000.00	100,000	0.35%
120411	4/10/2013	ICD SEC	CD-BANK OF INDIA	06782D20	100,000.00		0.00	100,000.00	100,000	0.45%
120427	7/29/2013	ICD SEC	CD-PRIVATEBANK &	742676SB4	100,000.00		0.00	100,000.00	100,000	0.35%
120621	6/21/2013	ICD SEC	CD-BANK BALBAO	059457UY5	150,000.00		0.00	150,000.00	150,000	0.50%
120629	7-113	ICD SEC	CD-STATE BANK OF	33664		100,000.00	0.00	100,000.00	100,000	0.80%
091229A	7/2/2012	ICD SEC	CD-FIRST BANK OF	30387	150,000.00		150,000.00	0.00	150,000	2.15%
070129	1/30/2012	ICD SEC	CD-FIRST NATIONAL	9995998P1	100,000.00		100,000.00	0.00	100,000	5.80%
100602B	7/31/2012	ICD SEC	CD-GATEWAY BAN	35160	100,000.00		0.00	100,000.00	100,000	1.60%
110225	2/25/2013	ICD SEC	CD-GE CAPITAL FIN	36160TQJ8	200,000.00		0.00	200,000.00	200,000	0.95%
110513	8/13/2012	ICD SEC	CD-GE MONEY BAN	36159CA63	200,000.00		0.00	200,000.00	200,000	0.65%
11121A	10/23/2013	ICD SEC	CD-GOLDMAN SACH	38143AEB7	100,000.00		0.00	100,000.00	100,000	1.10%
070702	7/2/2012	ICD SEC	CD-JP Morgan Chase	32633	100,000.00		100,000.00	0.00	100,000	5.45%
071009	10/9/2012	ICD SEC	CD-KEYBANK NATI	21366	100,000.00		0.00	100,000.00	100,000	5.60%
110629C	4/29/2014	ICD SEC	CD-LAKESIDE BANK	51210SG47	249,000.00		0.00	249,000.00	249,000	1.00%
090122A	1/23/2012	ICD SEC	CD-MACON BANK	31445	100,000.00		100,000.00	0.00	100,000	3.05%
110613	12/13/2013	ICD SEC	CD-MEDALLION BA	58403BUW4	100,000.00		0.00	100,000.00	100,000	1.10%
090423	4/23/2012	ICD SEC	CD-NORTHBROOK B	57082	100,000.00		100,000.00	0.00	100,000	2.60%
071030D	10/22/2012	ICD SEC	CD-NOVA SAVINGS	27148	100,000.00		0.00	100,000.00	100,000	5.55%
100202	2/2/2012	ICD SEC	CD-Oriental B&T (EU)	27150	100,000.00		100,000.00	0.00	100,000	1.75%
080103B	1/3/2012	ICD SEC	CD-PNC Bank (NAT	6557	100,000.00		100,000.00	0.00	100,000	5.05%
090528F	5/29/2012	ICD SEC	CD-R-G PREMIER BA	23018	250,000.00		250,000.00	0.00	250,000	3.00%
071114	11/13/2012	ICD SEC	CD-SAIGON NATION	57974	100,000.00		0.00	100,000.00	100,000	5.35%
110628	6/28/2012	ICD SEC	CD-STATE BANK OF	33664	100,000.00		100,000.00	0.00	100,000	0.85%

2012 CASH AND INVESTMENT ACTIVITY

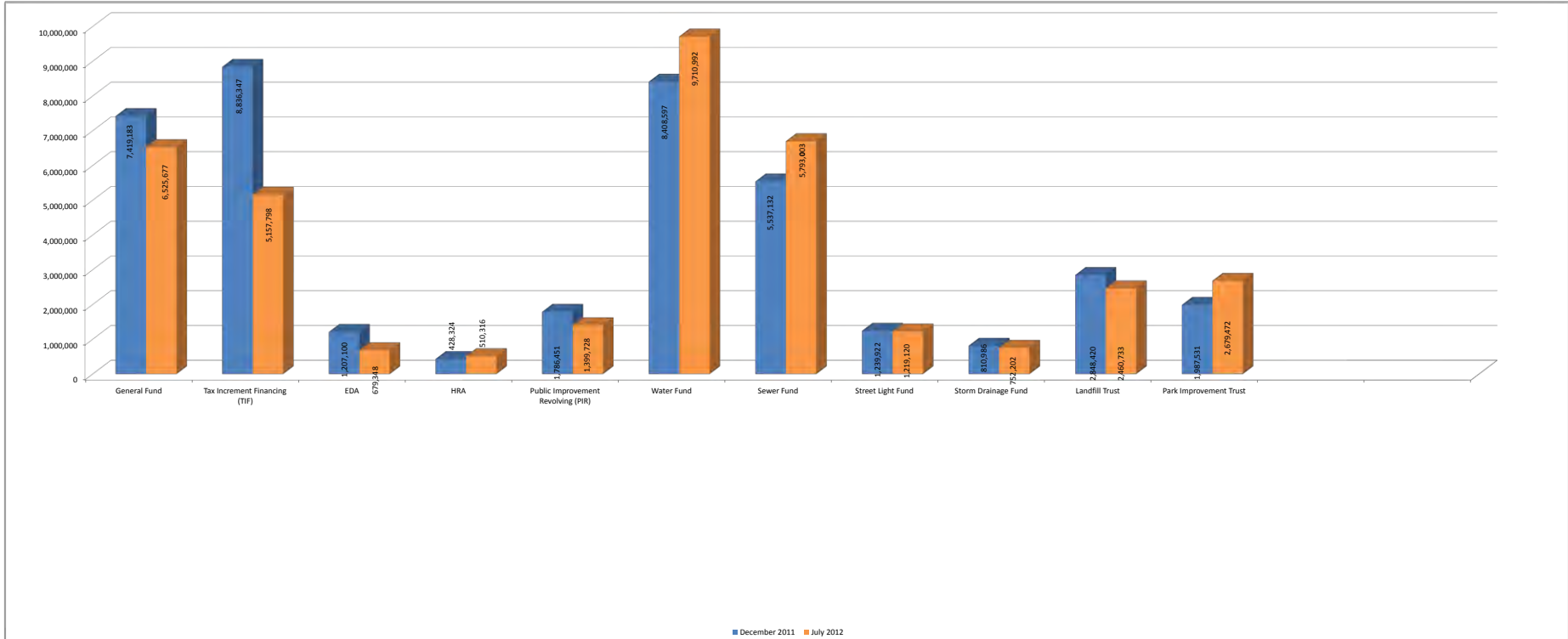
CITY INVEST #	STATED	BROKER	SECURITY DESCRIP	CUSIP	PRIN	PURCH 2012	SOLD/	BV	PAR	YTM
	MAT DATE				BAL 1/1/2012		MATURE 2012	PRIN BAL 12/31/2012		
110119	1/20/2012	ICD SEC	CD-STATE BANK OF	33664	150,000.00		150,000.00	0.00	150,000	0.85%
070829	8/30/2012	ICD SEC	CD-TEXAS STATE BANK		100,000.00		0.00	100,000.00	100,000	5.90%
100602A	6/4/2012	ICD SEC	CD-UNION NATION/	03661	100,000.00		100,000.00	0.00	100,000	1.50%
110921	3/21/2013	ICD SEC	CD-GOLDMAN SACI	3814265W1	100,000.00		0.00	100,000.00	100,000	0.65%
111005	10/5/2026	ICD SEC	CD-WELLS FARGO E	949748K97	150,000.00		0.00	150,000.00	150,000	3.00%
0812121	12/12/2013	ICD SEC	CD-WORLDS FOREM	57079	100,000.00		0.00	100,000.00	100,000	4.95%
090331	4/2/2012	ICD SEC	CD-YADKIN VALLE'	19861	100,000.00		100,000.00	0.00	100,000	2.60%
								5,966,905.75		
090102A	1/25/2033	Com Sec	FNR 2003-19 ME	31392JJG5	64,545.19		12,235.14	52,310.05	165,176	3.95%
090102B	12/25/2018	Com Sec	FNR 2003-120 BY	31393UGR8	191,156.41		32,820.56	158,335.85	200,000	3.98%
080128C	1/15/2038	Com Sec	FHR 3404 JC	31397PTH3	385,807.83		74,202.24	311,605.59	1,000,000	4.74%
080128F	7/6/2012	Com Sec	CD-INDEPENDENT P	45383XB7'	100,000.00		100,000.00	0.00	100,000	4.10%
								522,251.49		
081119B	2/1/2012	Northland	ELK RIVER SCHOOL	287425-xm-9	95,000.00		95,000.00	0.00	95,000	5.00%
120214A	9/1/2017	Northland	TAOS NEW MEX SD	876014-FV-8		175,000.00	0.00	175,000.00	175,000	4.63%
120214B	2/1/2012	Northland	ST FRANCIS ISD#15	789466-PU-7		250,000.00	0.00	250,000.00	250,000	4.40%
120215A	2/1/2012	Northland	MINNETONKA ISD #	604195-SB-4		50,000.00	0.00	50,000.00	50,000	5.20%
120215B	2/1/2012	Northland	CEDAR RAPIDS IO T	150528-JU-2		50,000.00	0.00	50,000.00	50,000	4.55%
120215C	2/1/2012	Northland	WESTERN LAKE SUI	958522-WV-4		100,000.00	0.00	100,000.00	100,000	3.15%
120308A	12/1/2020	Northland	SHOREWOOD WIS T	825230-KU-8		150,000.00	0.00	150,000.00	150,000	2.50%
120308B	12/1/2022	Northland	SHOREWOOD WIS T	825230-KW-4		150,000.00	0.00	150,000.00	150,000	2.80%
120308C	12/1/2027	Northland	SHOREWOOD WIS T	825230-LB-9		225,000.00	0.00	225,000.00	225,000	3.25%
120308D	12/1/2028	Northland	SHOREWOOD WIS T	825230-LC-7		465,000.00	0.00	465,000.00	465,000	3.15%
120321	3/1/2022	Northland	MADISION WI SCHO	558495-KN-6		500,000.00	0.00	500,000.00	500,000	2.50%
120606A	6/1/2023	Northland	CEDAR RAPIDS IO T	150528-PA-9		140,000.00	0.00	140,000.00	140,000	2.70%
1209060B	6/1/2022	Northland	CEDAR RAPIDS IO T	150528-N2-6		135,000.00	0.00	135,000.00	135,000	2.50%
081218A	2/1/2012	Northland	CHASKA MN ISD #11	161681-RG-8	250,000.00		250,000.00	0.00	250,000	4.40%
090827	2/1/2012	Northland	MANKATO MN ISD#	563690-MP-8	505,000.00		505,000.00	0.00	505,000	2.20%
090217A	3/1/2012	Northland	STILLWATER ISC #8	860758-PW-5	315,000.00		315,000.00	0.00	315,000	2.65%
080415	4/1/2012	Northland	BURLINGTON AREA	121493-6T-1	115,000.00		115,000.00	0.00	320,000	4.20%
110324	4/1/2012	Northland	NORTHLAND PINES	666509-GU-2	150,000.00		150,000.00	0.00	150,000	5.20%
110816A	10/1/2016	Northland	WESTIN LAKE SUPE	958522-WR-1	350,000.00		0.00	350,000.00	350,000	2.10%
111031	6/1/2018	Northland	RACINE WIS TAXAB	750021-6D-4	755,000.00		0.00	755,000.00	755,000	2.10%
110816B	10/1/2017	Northland	WESTIN LAKE SUPE	958522-WS-9	350,000.00		0.00	350,000.00	350,000	2.50%
110602	7/5/2014	Northland	ELKHART, IN COMM	287515-SF-8	250,000.00		0.00	250,000.00	250,000	5.75%
110608	2/1/2019	Northland	WADENA MN BAB	930217-JD-7	95,000.00		0.00	95,000.00	95,000	3.94%
110714B	10/1/2016	Northland	WAUWATO WIS REF	943504-R2-8	300,000.00		0.00	300,000.00	300,000	1.90%
110913A	12/1/2015	Northland	APPLETON MN TAX	03805A-KR-8	140,000.00		0.00	140,000.00	140,000	1.60%
110913B	12/1/2016	Northland	APPLETON MN TAX	038051-KS-6	110,000.00		0.00	110,000.00	110,000	2.00%
110715	10/22/2014	Northland	CD-BMW BANK	05568P-YZ-4	147,000.00		0.00	147,000.00	147,000	1.55%
101230B	4/1/2012	Northland	LACROSSE CTY WIS	502606-QS-8	100,000.00		100,000.00	0.00	100,000	1.00%
101223	6/1/2012	Northland	LINN CTY IOWA TA	535783-FY-5	465,000.00		465,000.00	0.00	465,000	0.85%
080707	12/1/2012	Northland	LACROSSE WI TAX	502768-B8-6	135,000.00		0.00	135,000.00	135,000	5.09%
090630A	12/30/2012	Northland	MCGREGOR ISD #00	580705-GK-1	100,000.00		0.00	100,000.00	100,000	2.75%
040518	2/1/2013	Northland	FNMA 254663	31371K-Z4-6	8,004.83		5,197.11	2,807.72	272,453	3.77%
090212A	2/1/2013	Northland	ROSEMOUNT ISD#15	777594-WW-8	150,000.00		0.00	150,000.00	150,000	3.00%
090820A	2/1/2013	Northland	LACQUI PARLE VAL	505468-AH-1	115,000.00		0.00	115,000.00	115,000	2.65%
090213B	6/1/2013	Northland	ILLINOIS ST PENSIO	452151-LA-9	345,000.00		0.00	345,000.00	345,000	3.85%
080828B	8/28/2013	Northland	CD-NATIONAL REP I	63736Q-JT-9	97,000.00		0.00	97,000.00	97,000	4.95%
090420A	11/1/2013	Northland	BURLINGTON VT PU	122062-MJ-8	125,000.00		0.00	125,000.00	125,000	3.26%
080731	12/15/2013	Northland	BEAVER CITY PA TA	074851-MQ-6	125,000.00		0.00	125,000.00	125,000	5.00%
100106	12/15/2013	Northland	FOX VALLEY PK DIS	351592-GC-8	400,000.00		0.00	400,000.00	400,000	2.06%
080324	12/30/2013	Northland	WHEATON IL PK TA	96257-PB-0	475,000.00		0.00	475,000.00	475,000	4.15%
090630B	12/30/2013	Northland	MCGREGOR ISD #00	580705-GM-7	100,000.00		0.00	100,000.00	100,000	3.00%
090212B	2/1/2014	Northland	ROSEMOUNT ISD#15	777594-WX-6	300,000.00		0.00	300,000.00	300,000	3.50%
090715A	2/1/2014	Northland	MOWER CTY MIN JA	624662-AH-5	515,000.00		0.00	515,000.00	515,000	3.80%
090820B	2/1/2014	Northland	LACQUI PARLE VAL	505468-AJ-7	120,000.00		0.00	120,000.00	120,000	3.15%
080425A	3/1/2014	Northland	DAUPHIN COUNTY J	238253-RU-4	150,000.00		0.00	150,000.00	150,000	5.00%
090217B	3/1/2014	Northland	STILLWATER ISC #8	860758-PY-1	200,000.00		0.00	200,000.00	200,000	3.40%
100223B	4/1/2014	Northland	WINNEBAGO CITY Y	974603-MZ-2	200,000.00		0.00	200,000.00	200,000	2.10%
080507	5/1/2014	Northland	FREEMONT NE ELEC	356730-T7-6	110,000.00		0.00	110,000.00	110,000	4.50%
090528B	5/28/2014	Northland	CD-SUNTRUST BANJ	86789V-HM-2	100,000.00		0.00	100,000.00	100,000	4.00%
091103	6/1/2014	Northland	GRIMES IOWA BABS	398526-FV-0	120,000.00		0.00	120,000.00	120,000	3.25%
110201A	6/1/2014	Northland	WINDSOR HTS IOWA	973602-KR-5	255,000.00		0.00	255,000.00	255,000	1.35%
110301B	6/1/2014	Northland	DES MOINES IA COM	250097-YR-7	265,000.00		0.00	265,000.00	265,000	2.00%
110420	10/20/2017	Northland	FNMA	3136FR-EV-1	250,000.00		250,000.00	0.00	250,000	3.00%
090630C	12/30/2014	Northland	MCGREGOR ISD #00	580705-GL-9	105,000.00		0.00	105,000.00	105,000	3.40%
090206	2/1/2015	Northland	NORTH ST PAUL MA	6621406D9	355,000.00		0.00	355,000.00	355,000	3.70%
090528A	2/1/2015	Northland	WAYZATA ISD #284	946813-TF-9	500,000.00		0.00	500,000.00	500,000	3.15%
090715B	2/1/2015	Northland	MOWER CTY MIN JA	624662-AJ-1	250,000.00		0.00	250,000.00	250,000	4.10%
090914	2/1/2015	Northland	GRAND RAPIDS MN	386334-2L-9	115,000.00		0.00	115,000.00	115,000	3.70%

2012 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED	BROKER	SECURITY DESCRIP	CUSIP	PRIN	PURCH 2012	SOLD/	BV	PAR	YTM
	MAT DATE				BAL 1/1/2012		MATURE 2012	PRIN BAL 12/31/2012		
100803A	2/1/2015	Northland	NEW PRAGUE BAB	648159-TU-5	60,000.00		0.00	60,000.00	60,000	2.65%
090310	4/1/2015	Northland	WEST ALLIS WIS CO	951172-7R-0	340,000.00		0.00	340,000.00	340,000	3.75%
081106	6/1/2015	Northland	KIRKWOOD COMM	497595-VC-9	245,000.00		0.00	245,000.00	245,000	5.50%
110301A	6/1/2015	Northland	DES MOINES IA COM	250097-YS-5	100,000.00		0.00	100,000.00	100,000	2.50%
090420B	11/1/2015	Northland	BURLINGTON VT PU	022062-ML-3	200,000.00		0.00	200,000.00	200,000	3.75%
080502	12/15/2015	Northland	ROCKFORD ILL TAX	77316Q-B4-4	205,000.00		0.00	205,000.00	20,500	5.13%
110208	12/30/2015	Northland	MCGREGOR ISD #00	580705-GN-5	95,000.00		0.00	95,000.00	95,000	2.35%
090217C	3/1/2016	Northland	STILLWATER ISC #8	860758-QA-2	245,000.00		0.00	245,000.00	245,000	4.20%
110114B	3/1/2016	Northland	APPLETON WIS SCH	038106-JN-1	100,000.00		0.00	100,000.00	100,000	2.77%
090706	4/1/2016	Northland	SHEBOYGAN WIS SC	821023-GU-6	140,000.00		140,000.00	0.00	140,000	6.25%
100223A	6/1/2016	Northland	DAVENPORT IOWA	238388-FU-1	335,000.00		0.00	335,000.00	335,000	3.25%
110201B	6/1/2016	Northland	WINDSOR HTS IOWA	973602-KT-1	130,000.00		0.00	130,000.00	130,000	2.30%
110114A	2/1/2017	Northland	HOPKINS ISD #270	439881-HB-2	100,000.00		0.00	100,000.00	100,000	2.75%
110203A	4/1/2017	Northland	MEDFORD WIS SCH	58434T-DK-3	40,000.00		0.00	40,000.00	40,000	2.75%
110106	6/1/2017	Northland	CHARLES CTY MD	159807-C3-8	105,000.00		0.00	105,000.00	105,000	4.00%
100803B	2/1/2018	Northland	NEW PRAGUE BAB	648159-TX-9	70,000.00		0.00	70,000.00	70,000	3.75%
090203B	12/15/2018	Northland	FHLMC REMIC	31397B-MQ-1	62,430.47		34,114.13	28,316.34	339,828	5.75%
100803C	2/1/2019	Northland	NEW PRAGUE BAB	648159-TY-7	45,000.00		0.00	45,000.00	45,000	4.00%
110310	2/1/2020	Northland	BROOKLYN CENTEF	113853-KG-9	285,000.00		0.00	285,000.00	285,000	4.65%
100803D	2/1/2020	Northland	NEW PRAGUE BAB	648159-TZ-4	70,000.00		0.00	70,000.00	70,000	4.25%
								13,515,124.06		
061017	1/23/2012	VILLAGE	CD-VILLAGE BANK	41117	523,905.46		523,905.46	0.00	500,000	4.70%
091002	6/2/2011	VILLAGE	CD-VILLAGE BANK	41031	1,036,968.35		0.00	1,036,968.35	1,000,000	
070322	1/30/2012	VILLAGE	CD-VILLAGE BANK	41123	558,356.00		558,356.00	0.00	500,000	4.70%
								1,036,968.35		
971212	11/28/2002	UBS	CD-FNB KEYSTONE	320950AJ7R	96,000.00		0.00	96,000.00	96,000	6.25%
120228	2/28/2017	UBS	FHLMC	313463NA4		400,000.00	0.00	400,000.00	400,000	1.31%
120229	2/28/2024	UBS	FHLB	313378YK4		1,000,000.00	0.00	1,000,000.00	1,000,000	2.04%
120322	3/22/2027	UBS	FNMA	3136FT6A2		500,000.00	0.00	500,000.00	500,000	1.49%
120323	2/16/2024	UBS	FHLB	313376XL4		500,000.00	0.00	500,000.00	500,000	1.13%
120328	3/28/2022	UBS	FHLMC	313378HH7		500,000.00	0.00	500,000.00	500,000	2.13%
120329A	3/29/2027	UBS	FHLB	3136FT7E3		800,000.00	0.00	800,000.00	800,000	2.25%
120329B	3/29/2027	UBS	FNMA	313378YK4		500,000.00	0.00	500,000.00	500,000	2.00%
120730	7/30/2024	UBS	FHLB-STEP	3133803H8		500,000.00	0.00	500,000.00	500,000	1.90%
101228	4/1/2013	UBS	MPLS SCHOOL DIST	603792PR7	615,000.00		0.00	615,000.00	615,000	1.70%
100824	6/1/2015	UBS	ILLINOIS STATE TA	452151LC5	500,000.00		0.00	500,000.00	500,000	3.82%
030430B	4/25/2018	UBS	FNR 2003-41-JH	31393BD36C	25,851.96		7,076.90	18,775.06	300,000.00	5.00%
030630A	6/15/2018	UBS	FHR 2628 AB	31393VMQ1C	47,358.32		12,785.77	34,572.55	200,000	3.12%
030730A	8/25/2018	UBS	FNR 2003-74-KN	31393EAL3C	90,507.28		18,575.42	71,931.86	300,000.00	3.59%
030930A	9/15/2018	UBS	FHR 2677 KH	31394JTP2	83,349.26		18,455.59	64,893.67	300,000	4.50%
031030A	11/25/2018	UBS	FNR 2003-113KA	31393T2P0	37,872.06		17,615.13	20,256.93	197,000	4.50%
040430	4/25/2019	UBS	FNR-2004-31-DA	31393YAJ4	91,104.15		22,559.31	68,544.84	500,000	4.50%
040730A	7/15/2019	UBS	FHR 2822 DB	31395C3S8	152,174.51		41,218.59	110,955.92	500,000	5.00%
040730B	7/15/2019	UBS	FHR 2822 DQ	31395C3U3	65,233.20		32,183.07	33,050.13	500,000	5.00%
040830	8/25/2019	UBS	FNR 2004 68 BT	31394AYU4	35,572.77		17,191.70	18,381.07	500,000	
970625	2/25/2021	UBS	FNMA FNR-1991-7 H	31358FZW2	3,000.00		0.00	3,000.00	129,000	7.84%
000417	8/15/2021	UBS	FHLMC REMIC 181e	312904AU9C	2,886.47		378.40	2,508.07	88,604	7.00%
970917B	9/15/2021	UBS	FHLMC REMIC SERII	312904GT6C	5,014.03		861.11	4,152.92	255,714	7.21%
001127	7/25/2022	UBS	FNR G92-35	31358PHV2C	3,205.62		264.09	2,941.53	75,215	7.49%
0210004	8/25/2022	UBS	FNR 1992-125L	31358PS40C	3,577.17		298.32	3,278.85	52,000	7.00%
110803B	9/28/2020	UBS	FNMA	3136FPLW5	712,000.00		0.00	712,000.00	712,000	1.00%
110916	9/16/2026	UBS	FHLB	31337FGD3	1,000,000.00		0.00	1,000,000.00	1,000,000	1.00%
110810	8/10/2026	UBS	FNMA	3136FRF24	1,000,000.00		1,000,000.00	0.00	1,000,000	1.00%
110719	7/19/2016	UBS	FNMA	3136FRYJ6	750,000.00		750,000.00	0.00	750,000	1.25%
110311	7/1/2012	UBS	ILLINOIS BAB	452152GL9	1,000,000.00		1,000,000.00	0.00	1,000,000	3.08%
110329	3/29/2021	UBS	FNMA	3136FRDU4	500,000.00		500,000.00	0.00	500,000	1.39%
020826	10/15/2022	UBS	FHR 1391D	312912LUO	2,978.74		322.58	2,656.16	59,990	6.00%
010328	6/25/2023	UBS	FHG14A	312916PDSR	10,000.00		0.00	10,000.00	152,000	6.00%
020816B	1/25/2024	UBS	FNR G94-2D	31359GR40	957.35		411.62	545.73	46,221	6.45%
								8,093,445.29		
Money Mkt							0.00	0.00		

2012 CASH AND INVESTMENT ACTIVITY

<u>CITY</u> <u>INVEST #</u>	<u>STATED</u> <u>MAT</u> <u>DATE</u>	<u>BROKER</u>	<u>SECURITY</u> <u>DESCRIP</u>	<u>CUSIP</u>	<u>PRIN</u> <u>BAL</u> <u>1/1/2012</u>	<u>PURCH</u> <u>2012</u>	<u>SOLD/</u> <u>MATURE</u> <u>2012</u>	<u>BV</u> <u>PRIN</u> <u>BAL</u> <u>12/31/2012</u>	<u>PAR</u>	<u>YTM</u>
			TOTAL INVESTMENTS		42,230,022.32	10,888,000.00	20,666,028.24	32,451,994.08		
			Unamortized Premiums		1,125,462.94	91,876.75		1,217,339.69		
			Unamortized Discounts		(2,844,409.22)	-9,448.06		-2,853,857.28		
			Village Bank Checking		1,788,349.25	34,364,869.60	32,189,954.28	3,963,264.57		
			Money Market Accounts		3,649,877.44	9,004,278.59	5,000,000.00	7,654,156.03		
			Net Cash and Investments		45,949,302.73	54,339,576.88	57,855,982.52	42,432,897.09		



CC Regular Session

4. 2.

Meeting Date: 08/13/2012

By: Diana Lund, Finance

Information

Title:

Receive June 2012 Financial Reports - General Fund and Enterprise Funds

Background:

Brief summary of actual revenues and expenditures-to-date in comparison to adopted budget for the funds of: General, Water, Sewer, Street Lighting, Recycling and Storm Drainage.

Council Action:

No Action Required. Informational Only.

Attachments

June 2012 General Fund Financial Report - Budget to Actual

June 2012 Enterprise Funds Financial Reports - Budget to Actual

Form Review

Inbox

Kurt Ulrich

Reviewed By

Kurt Ulrich

Date

08/09/2012 09:40 AM

Form Started By: Diana Lund

Started On: 07/31/2012 11:47 AM

Final Approval Date: 08/09/2012

**CITY OF RAMSEY
FINANCIAL STATEMENT**



JANUARY 1, 2012 THROUGH PERIOD ENDING: June 30, 2012

GENERAL FUND EXPENDITURES - BY DEPARTMENT -		
Dept	-2012 ADOPTED BUDGET-	-2012 YTD GENERAL LEDGER-
Admin	1,423,788.00	696,805.18
Com Dev	528,852.00	262,708.35
Contingency	230,648.00	1,998.00
Council	133,951.00	57,693.91
Finance	454,044.00	337,131.90
Fire	872,656.00	318,191.53
Legal	121,000.00	53,350.63
Police	3,121,261.00	1,408,893.41
Public Works	2,761,875.00	1,062,660.46
Grand Total	9,648,075.00	4,199,433.37

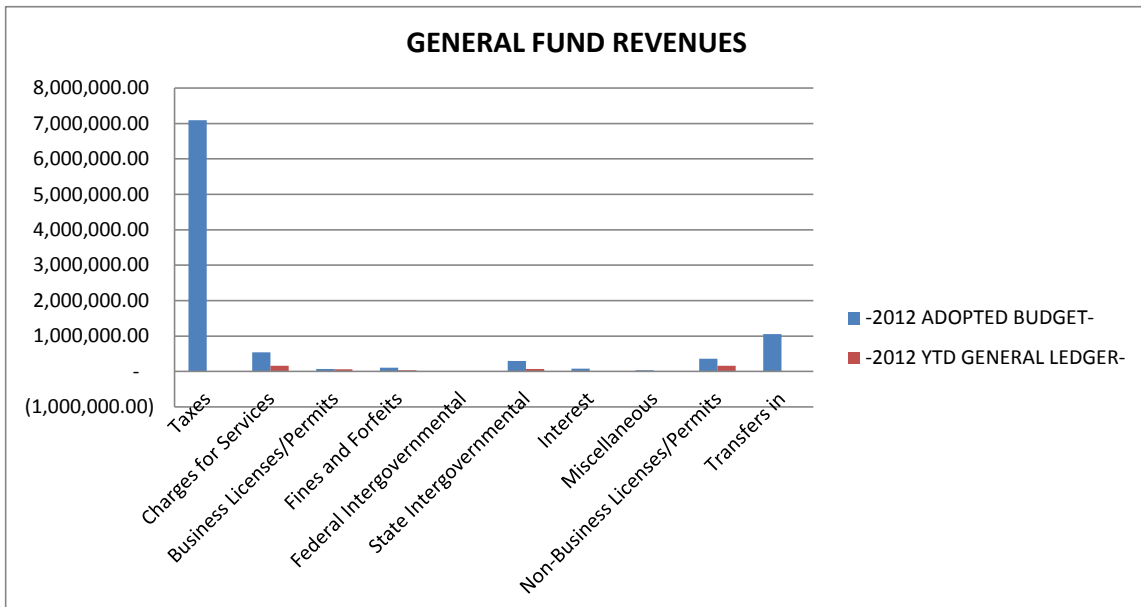
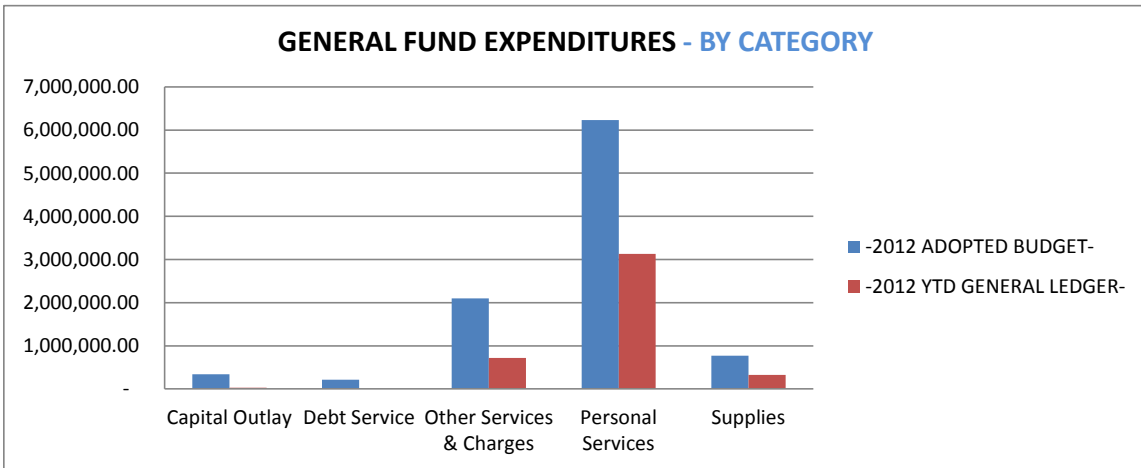
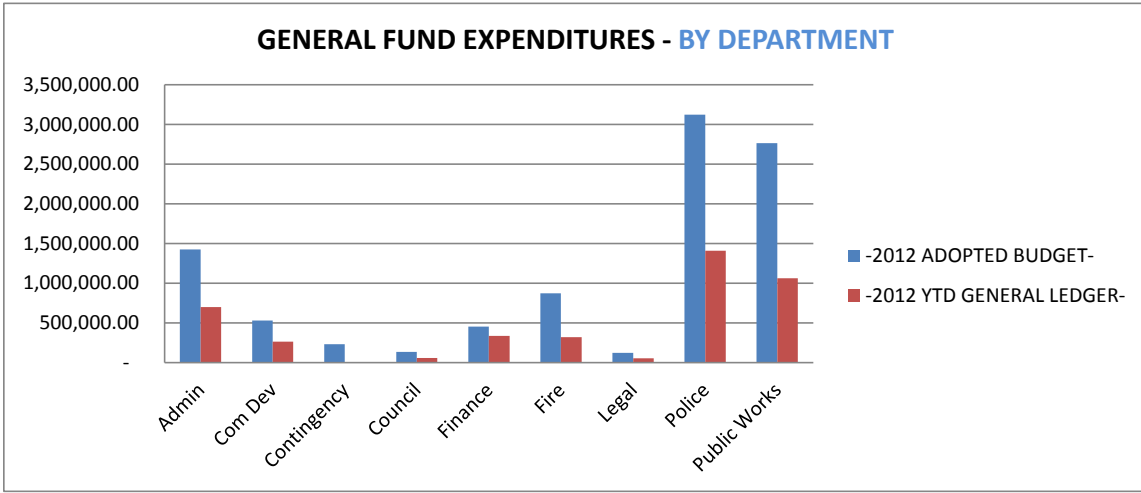
GENERAL FUND EXPENDITURES - BY CATEGORY -		
Category	-2012 ADOPTED BUDGET-	-2012 YTD GENERAL LEDGER-
Capital Outlay	340,252.00	29,329.60
Debt Service	213,113.00	-
Other Services & Charges	2,094,613.00	717,058.35
Personal Services	6,232,372.00	3,128,347.72
Supplies	767,725.00	324,697.70
Grand Total	9,648,075.00	4,199,433.37

GENERAL FUND REVENUES - BY CATEGORY -		
Category	-2012 ADOPTED BUDGET-	-2012 YTD GENERAL LEDGER-
Taxes	7,090,150.00	-
Charges for Services	543,189.00	159,747.61
Business Licenses/Permits	72,020.00	61,784.32
Fines and Forfeits	108,000.00	32,658.08
Federal Intergovernmental	7,000.00	(7,485.38)
State Intergovernmental	298,300.00	69,856.67
Interest	80,000.00	-
Miscellaneous	30,500.00	5,414.45
Non-Business Licenses/Permits	364,300.00	162,956.28
Transfers in	1,054,616.00	-
Grand Total	9,648,075.00	484,932.03

**CITY OF RAMSEY
FINANCIAL STATEMENT**



JANUARY 1, 2012 THROUGH PERIOD ENDING: June 30, 2012



**CITY OF RAMSEY
FINANCIAL STATEMENT**



JANUARY 1, 2012 THROUGH PERIOD ENDING: June 30, 2012

REVENUES			
BUSINESS UNIT	9601	WATER UTILITY	
GENERAL LEDGER ACCOUNT	-2012 REQUESTED BUDGET-	-2012 YTD GENERAL LEDGER-	-% of Budget-
4140 CREDIT CARD PROCESSING FEES		(1,795.38)	0.00%
4273 OTHER STATE GRANTS & AIDS		7,074.00	0.00%
4609 OTHER MISCELLANEOUS REVENUES	61,853.00	2,570.05	4.16%
4651 WATER REVENUE		40.00	0.00%
4652 WATER SALES - RESIDENTIAL	963,401.00	145,895.65	15.14%
4653 WATER SALES-COMMERCIAL	676,702.00	83,769.98	12.38%
4654 WATER PENALTIES	32,802.00	5,102.68	15.56%
4655 WATER METER INSTALLATION	5,000.00	3,780.00	75.60%
4656 WATER METERS	14,000.00	7,859.00	56.14%
4657 CONNECTION/RECONNECTION FEES	4,000.00	1,000.00	25.00%
4701 INTEREST ON INVESTMENTS	150,000.00	-	0.00%
4506 PREPAID INTEREST		763.18	0.00%
Grand Total	1,907,758.00	256,059.16	

EXPENSES			
BUSINESS UNIT	9601	WATER UTILITY	
GENERAL LEDGER ACCOUNT	-2012 REQUESTED BUDGET-	-2012 YTD GENERAL LEDGER-	-% of Budget-
6102 F.T. REGULAR-WAGES & SALARIES	204,354.00	67,091.95	32.83%
6103 FULL TIME-REGULAR-OVERTIME	12,500.00	6,647.51	53.18%
6105 TEMPORARY-WAGES & SALARIES	17,000.00	4,267.63	25.10%
6121 PERA CONTRIBUTIONS	15,722.00	5,839.61	37.14%
6122 FICA/MEDICARE CONTRIBUTIONS	17,890.00	6,395.50	35.75%
6131 GROUP INSURANCE	20,470.00	11,022.05	53.84%
6133 WORKERS COMP INSURANCE PREMIUM	7,436.00	-	0.00%
6208 MISCELLANEOUS OFFICE SUPPLIES	1,000.00	-	0.00%
6223 GASOLINE	5,000.00	1,704.69	34.09%
6225 DIESEL FUEL	7,000.00	4,059.09	57.99%
6229 SHOP MATERIALS	750.00	56.82	7.58%
6231 UNIFORMS & TURN-OUT GEAR	1,500.00	373.94	24.93%
6249 MISCELLANEOUS OPERATING SUPPLY	13,000.00	6,605.77	50.81%
6257 OTHER VEHICLE PARTS	2,500.00	687.25	27.49%
6273 UTILITY SYSTEM MAINT SUPPLIES	70,000.00	25,626.48	36.61%
6281 SMALL TOOLS & MINOR EQUIPMENT	110,000.00	175.24	0.16%
6292 WATER METERS FOR RESALE	20,000.00	-	0.00%
6315 MISCELLANEOUS PROFESSIONAL SER	54,330.00	22,892.32	42.14%
6322 POSTAGE	2,000.00	158.34	7.92%
6323 CELLULAR PHONES	2,400.00	953.30	39.72%
6335 TRAINING	1,600.00	930.72	58.17%
6352 GENERAL NOTICE & PUBLIC INFOR	600.00	-	0.00%
6361 GENERAL LIABILITY/PROPERTY INS	24,000.00	-	0.00%
6371 ELECTRIC UTILITIES	125,000.00	27,083.39	21.67%
6372 WATER/IRRIGATION	800.00	-	0.00%
6373 GAS	4,000.00	877.85	21.95%
6374 REFUSE/RECYCLING	600.00	161.14	26.86%
6381 BUILDING & STRUCTURE REPAIR	500.00	-	0.00%
6439 OTHER MISCELLANEOUS	17,000.00	10,231.00	60.18%
6451 MEMBERSHIP DUES	800.00	1,089.50	136.19%
6489 OTHER CONTRACTED SERVICES	27,000.00	9,311.54	34.49%
6722 DEPRECIATION	623,308.00	-	0.00%
6820 OPERATING TRANSFERS TO OTHER F	34,000.00	-	0.00%
Grand Total	1,444,060.00	214,242.63	

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

**CITY OF RAMSEY
FINANCIAL STATEMENT**



JANUARY 1, 2012 THROUGH PERIOD ENDING: June 30, 2012

REVENUES			
BUSINESS UNIT	9602	SEWER UTILITY	
GENERAL LEDGER ACCOUNT	-2012 REQUESTED BUDGET-	-2012 YTD GENERAL LEDGER-	-% of Budget-
4140 CREDIT CARD PROCESSING FEES		(1,556.33)	0.00%
4356 SEWER AVAILABILITY CHARGE-ADM	1,000.00	591.25	59.13%
4609 OTHER MISCELLANEOUS REVENUES	18,546.00	-	0.00%
4661 RESIDENTIAL-SEWER CHARGES	925,057.00	235,847.40	25.50%
4662 COMMERCIAL-SEWER CHARGES	311,381.00	77,607.78	24.92%
4663 SEWER PENALTIES	24,729.00	7,223.19	29.21%
4701 INTEREST ON INVESTMENTS	50,000.00	-	0.00%
4506 PREPAID INTEREST		-	0.00%
Grand Total	1,330,713.00	319,713.29	

EXPENSES			
BUSINESS UNIT	9602	SEWER UTILITY	
GENERAL LEDGER ACCOUNT	-2012 REQUESTED BUDGET-	-2012 YTD GENERAL LEDGER-	-% of Budget-
6102 F.T. REGULAR-WAGES & SALARIES	100,563.00	16,859.48	16.77%
6103 FULL TIME-REGULAR-OVERTIME	2,000.00	331.67	16.58%
6105 TEMPORARY-WAGES & SALARIES	5,500.00	2,257.65	41.05%
6121 PERA CONTRIBUTIONS	7,436.00	1,267.54	17.05%
6122 FICA/MEDICARE CONTRIBUTIONS	8,267.00	1,481.59	17.92%
6133 WORKERS COMP INSURANCE PREMIUM	2,798.00	-	0.00%
6225 DIESEL FUEL	2,500.00	-	0.00%
6249 MISCELLANEOUS OPERATING SUPPLY	10,000.00	2,255.79	22.56%
6275 OTHER EQUIPMENT PARTS	2,500.00	-	0.00%
6315 MISCELLANEOUS PROFESSIONAL SER	16,000.00	26,821.00	167.63%
6335 TRAINING	1,500.00	646.00	43.07%
6361 GENERAL LIABILITY/PROPERTY INS	9,500.00	-	0.00%
6371 ELECTRIC UTILITIES	9,500.00	3,246.95	34.18%
6373 GAS	2,400.00	603.84	25.16%
6374 REFUSE/RECYCLING	500.00	161.14	32.23%
6377 SEWER SERVICE CHARGE	541,073.00	315,625.94	58.33%
6489 OTHER CONTRACTED SERVICES	22,000.00	9,100.59	41.37%
6722 DEPRECIATION	497,434.00	-	0.00%
6820 OPERATING TRANSFERS TO OTHER F	28,000.00	-	0.00%
Grand Total	1,269,471.00	380,659.18	

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

**CITY OF RAMSEY
FINANCIAL STATEMENT**



JANUARY 1, 2012 THROUGH PERIOD ENDING: June 30, 2012

REVENUES				
BUSINESS UNIT	9603	STREET LIGHT UTILITY		
GENERAL LEDGER ACCOUNT	-2012 REQUESTED BUDGET-	-2012 YTD GENERAL LEDGER-	-% of Budget-	
4140 CREDIT CARD PROCESSING FEES		(209.43)		0.00%
4681 CHARGES FOR STREET LIGHTS	168,312.00	32,212.56		19.14%
4682 ST LIGHT O/M CHARGE	360.00	-		0.00%
4683 STREET LIGHTING PENALTIES	3,366.00	1,191.91		35.41%
4701 INTEREST ON INVESTMENTS	20,000.00	-		0.00%
4684 PRIORITY STREET LIGHT		11,130.15		0.00%
Grand Total	192,038.00	44,325.19		

EXPENSES				
BUSINESS UNIT	9603	STREET LIGHT UTILITY		
GENERAL LEDGER ACCOUNT	-2012 REQUESTED BUDGET-	-2012 YTD GENERAL LEDGER-	-% of Budget-	
6271 SIGN REPAIR MATERIALS		-		0.00%
6371 ELECTRIC UTILITIES	122,000.00	51,169.83		41.94%
6489 OTHER CONTRACTED SERVICES	12,328.00	5,280.55		42.83%
6722 DEPRECIATION	33,997.00	-		0.00%
6820 OPERATING TRANSFERS TO OTHER F	14,000.00	-		0.00%
Grand Total	182,325.00	56,450.38		

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

**CITY OF RAMSEY
FINANCIAL STATEMENT**



JANUARY 1, 2012 THROUGH PERIOD ENDING: June 30, 2012

REVENUES				
BUSINESS UNIT	9604		RECYCLING UTILITY	
GENERAL LEDGER ACCOUNT	-2012 REQUESTED BUDGET-	-2012 YTD GENERAL LEDGER-	-% of Budget-	
4140 CREDIT CARD PROCESSING FEES		(268.48)		0.00%
4287 OTHER LOCAL GOVERNMENT GRANTS	50,165.00	-		0.00%
4609 OTHER MISCELLANEOUS REVENUES	-	573.65		0.00%
4671 RECYCLING CHARGES	280,000.00	71,944.69		25.69%
4672 RECYCLING PENALTIES	5,600.00	1,783.53		31.85%
4701 INTEREST ON INVESTMENTS	200.00	-		0.00%
Grand Total	335,965.00	74,033.39		

EXPENSES				
BUSINESS UNIT	9604		RECYCLING UTILITY	
GENERAL LEDGER ACCOUNT	-2012 REQUESTED BUDGET-	-2012 YTD GENERAL LEDGER-	-% of Budget-	
6102 F.T. REGULAR-WAGES & SALARIES	5,143.00	2,632.63		51.19%
6103 FULL TIME-REGULAR-OVERTIME	-	248.79		0.00%
6121 PERA CONTRIBUTIONS	373.00	215.46		57.76%
6122 FICA/MEDICARE CONTRIBUTIONS	393.00	178.51		45.42%
6133 WORKERS COMP INSURANCE PREMIUM	87.00	-		0.00%
6249 MISCELLANEOUS OPERATING SUPPLY	7,000.00	2,445.08		34.93%
6315 MISCELLANEOUS PROFESSIONAL SER		-		0.00%
6322 POSTAGE	250.00	75.85		30.34%
6489 OTHER CONTRACTED SERVICES	299,000.00	145,666.60		48.72%
6820 OPERATING TRANSFERS TO OTHER F	8,500.00	-		0.00%
Grand Total	320,746.00	151,462.92		

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

**CITY OF RAMSEY
FINANCIAL STATEMENT**



JANUARY 1, 2012 THROUGH PERIOD ENDING: June 30, 2012

REVENUES				
BUSINESS UNIT	9605	STORM WATER UTILITY		
GENERAL LEDGER ACCOUNT	-2012 REQUESTED BUDGET-	-2012 YTD GENERAL LEDGER-	-% of Budget-	
4140 CREDIT CARD PROCESSING FEES		(390.75)	0.00%	
4609 OTHER MISCELLANEOUS REVENUES	-	5,845.00	0.00%	
4693 STORM WATER-RESIDENTIAL	305,790.00	78,068.04	25.53%	
4694 STORM WATER-COMMERCIAL	302,629.00	80,286.40	26.53%	
4695 STORM WATER-PENALTIES	12,168.00	3,378.77	27.77%	
4701 INTEREST ON INVESTMENTS	5,000.00	-	0.00%	
Grand Total	625,587.00	167,187.46		

EXPENSES				
BUSINESS UNIT	9605	STORM WATER UTILITY		
GENERAL LEDGER ACCOUNT	-2012 REQUESTED BUDGET-	-2012 YTD GENERAL LEDGER-	-% of Budget-	
6102 F.T. REGULAR-WAGES & SALARIES	86,991.00	16,380.05	18.83%	
6103 FULL TIME-REGULAR-OVERTIME	-	103.64	0.00%	
6105 TEMPORARY-WAGES & SALARIES	-	255.75	0.00%	
6121 PERA CONTRIBUTIONS	6,307.00	1,195.18	18.95%	
6122 FICA/MEDICARE CONTRIBUTIONS	6,655.00	1,234.98	18.56%	
6133 WORKERS COMP INSURANCE PREMIUM	2,894.00	-	0.00%	
6223 GASOLINE	2,000.00	1,104.18	55.21%	
6225 DIESEL FUEL	300.00	528.24	176.08%	
6249 MISCELLANEOUS OPERATING SUPPLY	13,000.00	1,569.42	12.07%	
6257 OTHER VEHICLE PARTS	7,000.00	1,360.59	19.44%	
6315 MISCELLANEOUS PROFESSIONAL SER	42,000.00	32,888.83	78.31%	
6361 GENERAL LIABILITY/PROPERTY INS	5,000.00	-	0.00%	
6371 ELECTRIC UTILITIES	2,420.00	849.39	35.10%	
6373 GAS	2,500.00	603.83	24.15%	
6374 REFUSE/RECYCLING	500.00	161.12	32.22%	
6451 MEMBERSHIP DUES	39,162.00	39,162.00	100.00%	
6489 OTHER CONTRACTED SERVICES	15,200.00	22,686.55	149.25%	
6722 DEPRECIATION	235,517.00	-	0.00%	
6820 OPERATING TRANSFERS TO OTHER F	23,000.00	-	0.00%	
Grand Total	490,446.00	120,083.75		

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

CC Regular Session

4.3.

Meeting Date: 08/13/2012

By: Jo Thieling, Administrative Services

Information

Title:

Approve Licenses

Background:

Attached is a list of licenses for Council approval.

Council Action:

Motion to approve the license applications as presented.

Attachments

Licenses for approval

Form Review

Inbox

Kurt Ulrich

Form Started By: Jo Thieling

Reviewed By

Kurt Ulrich

Date

08/09/2012 09:55 AM

Started On: 08/07/2012 09:26 AM

Final Approval Date: 08/09/2012

License Applications
08/13/12

*Peddler/ Solicitor	Walters Recycling & Refuse Inc. 763-780-8464	P.O. Box 67	Circle Pines, MN 55014
**Transient Merchant	United Methodist Church of Anoka/Northern Lights Church 763-421-2378	850 South Street/6701 Highway #10 NW	Anoka, MN 55303/ Ramsey, MN 55303
***Special Events	City of Ramsey/Patrick Brama 763-433-9903	7550 Sunwood Drive NW	Ramsey, MN 55303

*To go door to door to establish refuse customers. Time line is on-going through December 31.

**A pumpkin patch fundraiser. Youth and families will sell pumpkins as a fundraiser for church programs. Pumpkins will be sold at 6701 Highway 10, Ramsey. Staff is requesting Council waive the \$100 fee. Timeline is October 17 – 30, 2012.

***Car Show – to be held in the Municipal Parking Ramp. The event will take place on Friday evenings from 5:00 to 9:00 and the estimated number of people attending is 100 to 500. This is for non-profit – proceeds will be donated to Happy Days. All details have been worked out with staff and reviewed by Public Safety. Timeline is through October 31, 2012.

CC Regular Session

4. 4.

Meeting Date: 08/13/2012

By: Jo Thieling, Administrative Services

Information

Title:

Approve the following City Council Meeting Minutes:

1. Special City Council and City Council Work Session - June 5, 2012
2. City Council Work Session - June 12, 2012
3. Special City Council and City Council Work Session - June 19, 2012
4. City Council Work Session and City Council Regular - June 26, 2012
5. City Council Work Session and City Council Regular - July 10, 2012
6. City Council Work Session and City Council Regular - July 24, 2012

Council Action:

Motion to Approve the following City Council Meeting Minutes:

- Special City Council and City Council Work Session - June 5, 2012
- City Council Work Session - June 12, 2012
- Special City Council and City Council Work Session - June 19, 2012
- City Council Work Session and City Council Regular - June 26, 2012
- City Council Work Session and City Council Regular - July 10, 2012
- City Council Work Session and City Council Regular - July 24, 2012

Attachments

- Spec CC - 06/05/12
- CCWS - 06/05/12
- CCWS - 06/12/12
- Spec CC - 06/19/12
- CCWS - 06/19/12
- CCWS - 06/26/12
- Reg CC - 06/26/12
- CCWS - 07/10/12
- Reg CC - 07/10/12
- CCWS - 07/24/12
- CC Reg - 07/24/12

Form Review

Inbox

Kurt Ulrich

Reviewed By

Kurt Ulrich

Date

08/09/2012 09:57 AM

Form Started By: Jo Thieling

Started On: 08/08/2012 10:11 AM

Final Approval Date: 08/09/2012

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

The Ramsey City Council conducted a Special City Council Meeting on Tuesday, June 5, 2012, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Bob Ramsey
Councilmember David Elvig
Councilmember Colin McGlone
Councilmember Sarah Strommen
Councilmember Jason Tossey
Councilmember Jeffrey Wise

Members Absent: Councilmember Randy Backous

Also Present: City Administrator Kurtis Ulrich
Fire Chief Dean Kapler
Parks Supervisor Mark Riverblood
City Engineer Tim Himmer
Street Supervisor Grant Reimer
Administrative Analyst Patrick Brama

1. CALL TO ORDER

Mayor Ramsey called the Special City Council meeting to order at 6:00 p.m.

2. CITIZEN INPUT

None.

3. APPROVE AGENDA

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

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

4. COUNCIL BUSINESS

4.01: Continue Discussion of the Public Works Department's Staffing and Structure and Direct Staff to Act Accordingly

City Administrator Ulrich reviewed the staff report and recommended recruiting to fill the City Engineer position. He indicated that during the three-month recruiting process, a temporary engineering consultant will be used. City Administrator Ulrich raised the option offered by Park Supervisor Riverblood who proposed fostering a spirit of cooperation during the selection process by reclassifying the Street Supervisor position to Public Works Superintendent and the Parks Supervisor position to Parks Supervisor/Assistant Public Works Superintendent, which would also assure there is support for the Public Works Director.

Mayor Ramsey asked who would be supervising the Engineering Technicians and other staff during the recruitment period.

City Administrator Ulrich suggested supervision of staff and inspections by Civil Engineer Linton or the engineering consultant.

Councilmember Elvig asked how the transition would occur between the consulting engineer and newly hired Public Works Director and suggested that process be structured into the consulting contract or RFP so the City does not end up paying incrementally for that period of time. He noted if a consultant engineer is on staff, there may be three areas of responsibility: project-by-project, staffing supervision, and transition at the end of the three-month recruitment period.

City Administrator Ulrich agreed there will be a transition period at the end of the recruitment between the consulting engineer and new Public Works Director.

Councilmember Tossey asked whether City Engineer Himmer had been asked to suggest who should take over his position.

City Administrator Ulrich stated he did raise that issue with City Engineer Himmer, discussed existing staff, and the opportunity to have existing staff take on the City Engineer position.

Councilmember Tossey stated he made a mistake at the last meeting and should have supported the department head position because he thought it was what staff supported. He indicated if the Council values its Engineering Department, it needs to recruit for a City Engineer and Public Works Director. Councilmember Tossey stated he would support hiring Mr. Himmer as Public Works Director.

Motion by Councilmember Tossey, seconded by Councilmember Elvig, to offer the Public Works Director position to Tim Himmer.

Mayor Ramsey stated if he had known Mr. Himmer was interested in the Public Works Director position, it may have changed his vote.

City Engineer Himmer submitted his formal letter of resignation.

Councilmembers Tossey and Elvig withdrew their motion on the floor.

Councilmember Strommen stated she supports filling the City Engineer position and to provide for a transition period as raised by Councilmember Elvig. She noted that having the consulting engineer at City Hall will help with ease of communication. As to the other option offered to have two Superintendent positions, Councilmember Strommen stated this is the first time she has heard of this option and had no strong feelings one way or the other. Councilmember Strommen stated she wants to be thoughtful and assure the staff structure is correct for the department. She indicated it would be helpful to see job descriptions and budget impacts.

Mayor Ramsey stated the City has a pool of engineers from which City Administrator Ulrich will select based on area of expertise and assure to provide for a transition period.

City Engineer Himmer noted the City still has staff with internal project knowledge and the consulting engineer can be contacted after the transition period, if needed. He stated he intends to summarize all of the items he is working on and City Administrator Ulrich can decide how to allot those responsibilities. City Engineer Himmer noted Fire Chief Kapler has raised the issue of communication between departments and the consultant, which should be affirmed in the scoping process.

Councilmember Elvig asked about the impact of raising staff to Superintendent and then hiring a Public Works Director. He asked if those staff members would then no longer be Superintendents.

City Administrator Ulrich stated that would be a concern if there were individual departments but Superintendent is a level above Supervisor with an umbrella of authority. He indicated the Public Works Director would be in charge of Engineering and other departments and the Superintendent positions could remain in place and the structure would still work.

Councilmember Elvig asked Street Supervisor Reimer if he supports this new proposal.

Street Supervisor Reimer answered in the affirmative.

Motion by Councilmember Elvig, seconded by Mayor Ramsey, to approve staff recommendation to recruit for the position of City Engineer, use a consulting engineer during the recruitment period, and create two Superintendent positions.

Fire Chief Kapler commented on the importance of addressing communication because there is no direct reporting link between the Engineering and Public Works Departments. He indicated the communication piece needs to be addressed when interviewing for City Engineer to assure there is strong communication.

Councilmember Elvig concurred and noted Engineering usually involves a process so that department could be obligated to articulate the process for each step as a means of communication.

Fire Chief Kapler recommended review of the current City Engineer job description since it was written to be under the supervision of a Public Works Director.

Mayor Ramsey concurred and suggested that review be conducted by the Personnel Committee.

Councilmember Strommen asked that the City Engineer be involved with the Lower Rum River Water Management Organization (LRRWMO).

City Engineer Himmer noted Engineer Linton does a lot with storm water and would also be a good resource for the LRRWMO.

Councilmember Strommen stated she has no issue with the proposed structure to add two Superintendent positions but would like information on the budget and job descriptions. She expressed concern with making structural changes “on the fly” without that additional information.

Councilmember Tossey asked what will be their specific responsibilities.

City Administrator Ulrich explained responsibilities have not yet been specifically spelled out but will be developed. He noted administrative issues would include grant writing, project management, legislative issues, and to interface with the Park & Recreation Commission and other groups. The other side would be that Street Supervisor Reimer would have day-to-day operational and coordination responsibilities. City Administrator Ulrich stated he will look at salary ranges, which should not involve a major budget impact.

Councilmember Tossey stated he made a decision last week without knowing all of the facts so he would not vote on this recommendation tonight unless he knows exactly what it entails. In addition, as Personnel Committee Chair, he would like the opportunity to know specifics.

Amendment motion by Mayor Ramsey, seconded by Councilmember Elvig, to approve the staff structure as suggested by City Administrator Ulrich and that all jobs descriptions go to the Personnel Committee and budget impacts go to the Finance Committee prior to ratification by the City Council.

Councilmember Strommen suggested holding a Personnel Committee meeting before the next City Council meeting so it can make a recommendation prior to Council ratification.

Councilmember Elvig stated he would prefer the consideration be brought directly to the City Council.

Councilmember Elvig and Mayor Ramsey withdrew the motion and amendment motion.

Motion by Councilmember Elvig, seconded by Mayor Ramsey, to approve starting the process to recruit a new City Engineer, using an engineering pool during the recruitment period, and direct staff to move forward with pertinent job descriptions for approval at the next Council meeting.

City Engineer Himmer noted that regardless of hiring a City Engineer or Public Works Director, there is need for technical assistance if the Council wants to move forward with the road reconstruction initiative.

Councilmember Elvig stated it seems to be the right move to go ahead with the Superintendent proposal because the Council knows the “players” and he wants to show the strength of the Council for the “players” and that they are important to the Council.

Councilmember Tossey noted the motion will bring this matter before the full Council without putting it before the Personnel Committee so all can provide input.

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

5. MAYOR / COUNCIL / STAFF INPUT

5.01: Consider Storm Sewer Pipe Emergency Repairs

City Engineer Himmer presented photographs of a corrugated metal pipe with internal liner and described the breach that had occurred that resulted in water infiltrating into the bluff. It is estimated repair could cost about \$20,000.

Councilmember McGlone asked whether the same type of system will be installed.

City Engineer Himmer explained the intent is not to dig up the pipe section since it is located on a steep bluff and highly wooded area. He explained options to secure the pipe within the structure.

Councilmember McGlone asked why a lined system is being proposed.

City Engineer Himmer explained this is a 200-foot section of pipe and would do more damage to remove it so the project would rehabilitate the pipe. He indicated there is another deteriorated pipe by Lake Itasca with a breach, creating water intrusion and a sinkhole. City Engineer Himmer estimated this repair would cost about \$5,000 and recommended moving forward to correct as soon as possible. He requested authorization to move forward with these two emergency correction projects utilizing Storm Water Utility Funds.

Mayor Ramsey noted the City Administrator can authorize expenditures of up to \$25,000.

City Administrator Ulrich stated staff wanted to inform the Council of these emergency expenditures ahead of time in case it wanted the item placed on a regular meeting agenda.

Councilmember Elvig asked about the option of making the repair with a liquid fill.

City Engineer Himmer indicated that option is being priced as an alternative and described another option to use a sleeve pipe.

Councilmember Elvig requested that options for repair be placed on the Public Works Committee agenda for discussion.

Councilmember McGlone asked if the pipe will be removed instead of lining a plastic pipe.

City Engineer Himmer stated they will not line a plastic pipe and it will either be a lined continuous section or that section would be replaced.

The consensus of the Council was to authorize City Administrator Ulrich to expend Storm Water Utility funds to move forward with the two emergency storm water repair projects as presented.

5.02: 2011 Street Maintenance Project Update

Mayor Ramsey requested an update on the 157th Lane overlay Project.

City Engineer Himmer explained residents did not think the pavement was thick enough and were concerned that the bituminous curb “disappeared” with the overlay. He stated he met with Mayor Ramsey, Councilmember McGlone, Brian Olson and others on site last fall and talked about fixing the curb in the cul-de-sac and drainage flume, which has been done. The remaining item is the offset in the crown of the road, which residents believed got scuffed off when the streets were plowed.

Street Supervisor Reimer clarified the road crown was scuffed by the plow, but not scuffed off. He stated it is similar to what occurs on many City streets, and thought trying to fix it would cause more harm than good.

Mayor Ramsey asked if it was the opinion of the City Engineer and Street Supervisor that the road met specifications.

City Engineer Himmer stated that is correct and the four to five outstanding items have all been addressed.

5.03: Legacy Christian Academy Update

City Administrator Ulrich announced that Legacy Christian Academy will not break ground this fall because fundraising did not reach expected levels.

6. ADJOURNMENT

Motion by Commissioner Wise, seconded by Commissioner Strommen, to adjourn the Special City Council Meeting.

Motion carried.

The Special City Council Meeting was adjourned at 6:40 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, June 5, 2012, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Bob Ramsey
Councilmember Colin McGlone
Councilmember Sarah Strommen
Councilmember Jason Tossey
Councilmember Jeffrey Wise

Members Absent: Councilmember Randy Backous
Councilmember David Elvig

Also Present: City Administrator Kurtis Ulrich
City Engineer Tim Himmer
Fire Chief Dean Kapler
Parks Supervisor Mark Riverblood
Senior Planner Tim Gladhill
Management Analyst Patrick Brama
Development Manager Darren Lazan

1. CALL TO ORDER

Mayor Ramsey called the City Council Work Session to order at 6:41 p.m.

2. TOPICS FOR DISCUSSION

2.01: Policy for Disposition of Surplus City Owned Land

Management Analyst Brama reviewed the staff report.

Mayor Ramsey asked why the policy includes the term “disposition” rather than “sale.”

Management Analyst Brama explained that in some cases the City may give the land back instead of selling it.

Mayor Ramsey noted the policy is also addressing acquisition of land so it needs to meet all criteria: to sell, to give back, or to trade land.

Councilmember McGlone stated he supports the use of the term “disposition” because not all land will be sold and it can be returned to the property owner.

Councilmember Strommen noted Section 4 relates to how to generate the inventory and Section 5 relates to how the Council makes decisions on parcels in the inventory. She suggested it may be helpful in Section 5 to use the term “inventory” so it is clear there is a different and separate process. Councilmember Strommen also suggested reformatting to list the three criteria separately so it is clear there are three sets of considerations. She questioned Policy Statement Criteria (17), regarding the dedication of parks and open space that states preference to take cash instead of dedication and asked how it would that apply in this consideration (disposition).

Councilmember McGlone stated it would apply to a situation like Legacy Christian Academy where the City did not want to add land or parkland to the current inventory so instead it took land with no encumbrances so the Council could then decide what to do with that parcel.

Councilmember Strommen noted the City already has land in inventory and the Council is trying to decide whether to dispose of it. She asked how criteria 17 factors into that consideration.

Management Analyst Brama suggested removing criteria 17 from the Disposition Policy but leaving it in the Acquisition Policy.

Councilmember Wise stated he supports leaving criteria 17 in both policies because it helps explain the policy.

Mayor Ramsey stated he supports the revisions suggested made by Councilmember Strommen.

The consensus of the Council was to direct staff to bring forward an updated “Policy for the Disposition of Surplus City Owned Lands” to the next regular City Council meeting.

2.02: Consider City Land Acquisition Policy

Management Analyst Brama reviewed the staff report.

Councilmember Strommen suggested combining Section I: Purpose, and Section II: Objective, so it was consistent with the Policy for Disposition.

The consensus of the Council was to direct staff to make amendments to the proposed City Land Acquisition Policy and schedule it for further consideration at future City Council Work Session.

3. FUTURE TOPICS FOR DISCUSSION

3.01: Review Future Work Session Topics/Calendar

City Administrator Ulrich reviewed topics scheduled for June Work Sessions including: Comprehensive Annual Financial Report (CAFR), Personnel Committee cases, and discussion of chain of command.

Councilmember McGlone asked about Discussion of the Leash Law and stated his support to remove reference to cat licenses and fees since the Police Department does not respond to calls to pick up cats.

City Administrator Ulrich explained that Police Chief Way will bring that topic directly to the City Council to address Code conflicts and definition of when an animal is considered to be under control.

Councilmember Tossey noted Old Town Hall Relocation is on the list of future Work Session topics but he is not interested in funding that project.

Mayor Ramsey stated he has heard from residents who are willing to contribute funds to move the old Town Hall but agreed it does not need to be discussed any time soon.

4. MAYOR / COUNCIL / STAFF INPUT

None

5. ADJOURNMENT

Motion by Mayor Ramsey, seconded by Councilmember Strommen, to adjourn the Work Session meeting.

The Work Session of the City Council was adjourned at 6:58 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, June 12, 2012, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Bob Ramsey
Councilmember Randy Backous (arrived at 6:23 p.m.)
Councilmember Colin McGlone
Councilmember Sarah Strommen
Councilmember Jason Tossey (arrived at 6:23 p.m.)
Councilmember Jeffrey Wise

Member Absent: Councilmember David Elvig

Also Present: City Administrator Kurtis Ulrich
City Engineer Tim Himmer
Finance Director Diana Lund
Parks Supervisor Mark Riverblood
Street Supervisor Grant Reimer
Environmental Coordinator Chris Anderson
City Attorney William Goodrich

1. CALL TO ORDER

Mayor Ramsey called the City Council Work Session to order at 6:20 p.m.

2. TOPICS FOR DISCUSSION

2.01: Review 2012 Comprehensive Annual Financial Report (CAFR) and Management Report

Aaron Nielson, Malloy, Montague, Karnowski, Radosevich & Company, presented the Management Report, a summarization of the Comprehensive Annual Financial Report (CAFR).

Councilmembers Backous and Tossey arrived at 6:23 p.m.

Mayor Ramsey asked why the general government amount is so large when compared to other cities but the public safety number is smaller.

Finance Officer Lund explained that general government includes TIF and governmental funds beyond the General Fund.

Mayor Ramsey noted that comparable cities are at \$85 per capita and Ramsey is at \$205 per capita, a large difference.

Councilmember Backous noted it comprises 33% of the balance and asked if that is the best way to report on it.

Finance Officer Lund reviewed the items that are included in the government line item.

Mr. Nielson noted another variable is whether all cities are consistently presenting from year to year and other cities may be making a different allocation.

Finance Officer Lund indicated in 2011, general government was \$2.2 million versus public safety at \$3.9 million. She explained that general government included over \$1 million in TIF, \$466,000 in HRA, \$551,000 for Bus Service, in addition to other special revenue and capital projects of \$450,000. Those figures are included in the \$205 per capita calculation.

Councilmember Wise noted Ramsey is on the low end of the comparable cities, which also makes a difference.

Finance Officer Lund pointed out the averages are fairly close, from \$606 to Ramsey's \$614, so it depends on how the city reports. She explained that Ramsey places TIF under Special Revenue Funds, not Capital Projects as reported by other cities.

Mr. Nielson completed review of the Management Report.

Finance Officer Lund stated this item is on the City Council's consent agenda as well as authorization to seek the Certificate of Excellence.

Informational; no action required.

3. FUTURE TOPICS FOR DISCUSSION

City Administrator Ulrich indicated the June 19, 2012, agenda will include continued discussion of 2013 budget and review of goals.

3.01: Consider Support of Anoka County Library Grant Request

City Administrator Ulrich advised the Anoka County Library has asked the City to support its grant request to fund the "Anoka County Library on the Go," project to provide access to library materials and services at a satellite location in the lobby of the Ramsey City Hall. He reviewed the items for which the City would be responsible, noting it will involve little to no cost and there is no City match requirement to the grant. City Administrator Ulrich recommended a letter of support be written on behalf of the Anoka County Library's grant application under the Mayor's signature.

Mayor Ramsey asked whether Andover and Ramsey were competing for the grant funds.

City Administrator Ulrich stated his understanding that the grant funding can accommodate both requests and indicated a library tour is scheduled for July 28, 2012, if anyone is interested in attending.

The consensus of the Council was to support staff's recommendation.

4. MAYOR / COUNCIL / STAFF INPUT

None

5. ADJOURNMENT

Motion by Councilmember Wise, seconded by Mayor Ramsey, to adjourn the Work Session meeting.

The Work Session of the City Council was adjourned at 6:45 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a Special City Council Meeting on Tuesday, June 19, 2012, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

Members Absent: Councilmember David Elvig
Councilmember Sarah Strommen

Also Present: City Administrator Kurtis Ulrich
Fire Chief Dean Kapler
Finance Director Diana Lund
City Clerk Jo Ann M. Thieling
Police Chief James Way
City Engineer Tim Himmer
Street Supervisor Grant Reimer
Senior Planner Tim Gladhill
Management Analyst Patrick Brama

1. CALL TO ORDER

Mayor Ramsey called the Special City Council meeting to order at 6:02 p.m.

2. CITIZEN INPUT

None.

3. APPROVE AGENDA

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

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

4. COUNCIL BUSINESS

4.01: Approve Temporary Liquor License for Ramsey Lions

City Clerk Thieling reviewed the staff report.

Motion by Councilmember Wise, seconded by Councilmember Tossey, to approve the Temporary On-Sale Liquor License to allow the Ramsey Lions to serve alcohol at The Draw Park on Thursday, June 21, 2012.

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

5. MAYOR / COUNCIL / STAFF INPUT

None.

6. ADJOURNMENT

Motion by Commissioner Tossey, seconded by Commissioner Wise, to adjourn the Special City Council Meeting.

Motion carried.

The Special City Council Meeting was adjourned at 6:03 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, June 19, 2012, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Bob Ramsey
Councilmember Randy Backous
Councilmember David Elvig (arrived at 6:31 p.m.)
Councilmember Colin McGlone
Councilmember Jason Tossey
Councilmember Jeffrey Wise

Member Absent: Councilmember Sarah Strommen

Also Present: City Administrator Kurtis Ulrich
Fire Chief Dean Kapler
Finance Director Diana Lund
Police Chief James Way
Human Resources Representative Colleen Lasher
City Engineer Tim Himmer
Street Supervisor Grant Reimer
Senior Planner Tim Gladhill
Management Analyst Patrick Brama

1. CALL TO ORDER

Mayor Ramsey called the City Council Work Session to order at 6:04 p.m.

2. TOPICS FOR DISCUSSION

2.01: Continued Discussion of 2013 Budget & Strategic Goals

Finance Director Lund reviewed the staff report.

Councilmember McGlone stated his understanding the Charter Commission changed the newsletter requirement to a minimum of four or up to six.

City Administrator Ulrich indicated the Charter Commission is holding additional discussion on that issue and has requested additional information from the City Attorney.

Mayor Ramsey noted the intent was to make the newsletter a better publication and have the advertisement sales pay for its publication.

Finance Director Lund stated it is a bigger newsletter so the production price increased but the amount of advertising has decreased.

Mayor Ramsey asked if it would be better to go back to a lower cost newsletter production.

Finance Director Lund reviewed the printing costs for the last two years, noting color printing also adds cost.

Councilmember Wise stated the savings are minimal and the sale of advertisement will ebb and flow with the business economy. He stated the City gets a lot of positive comments about the newsletter and the cost savings would be insignificant so he would not support a change.

Mayor Ramsey suggested finding another company to sell newsletter ads or creating competition by using a second company.

City Administrator Ulrich advised the contract with the company that sells newsletter ads is renewable in September so it can be considered at that time.

Councilmember Tossey noted the staff reduction slide still included filling a Public Works position.

Finance Director Lund explained the City Engineer position is still in the budget.

Councilmember Tossey asked about the HRA budget.

Finance Director Lund explained the HRA budget includes \$130,000 for personnel costs, \$30,000 for marketing and promotions, \$40,000 for legal fees, and miscellaneous professional services. This fund also pays for parking ramp fees.

Mayor Ramsey asked what positions are included in the \$130,000 for personnel costs.

Finance Director Lund reviewed the positions partially funded from the HRA budget including the Management Analyst, Senior Planner, ED/HRA Manager, and City Administrator.

City Administrator Ulrich recommended more staff costs be pushed to the HRA rather than the EDA since a lot of staffing and development operational costs are due to HRA actions. In addition, the EDA budget impacts the City's tax capacity.

Councilmember Tossey stated instead of transferring costs to the HRA, he wants to be intellectually honest because it is all funded by resident's tax dollars.

Mayor Ramsey agreed that currently the action is happening with the HRA, not the EDA.

Councilmember Backous noted the HRA just spent \$600,000 of EDA's money.

Councilmember McGlone asked why the ED/HRA Manager position is in the budget.

Finance Director Lund explained that at the last Work Session, there had been a lot of input that this position should be put back in the budget so it was included to show the dollar amount with the intent that it can be further discussed by the Council.

Councilmember McGlone stated if the Council is looking at cutting budgets, he would not support adding a position back into the budget. He added he is having a hard time justifying spending \$120,000 on a new telephone system.

Finance Director Lund explained the current telephone system is very outdated and past the life of the equipment.

Mayor Ramsey stated he had that discussion with staff and agreed the current telephone system is antiquated.

Finance Director Lund noted the budget slide indicates one or the other; either the ED/HRA Manager position or the Development Management contract.

Councilmember Backous agreed with the position of Councilmember McGlone on the telephone system. He stated if the current system can take calls and voice mails, he would not support spending \$120,000 to add ‘bells and whistles’ at this time.

Mayor Ramsey stated he does not feel strongly one way or the other but perhaps staff can provide more information on that need.

Finance Director Lund presented possible funding sources for Sunwood Drive.

Mayor Ramsey stated most everyone has spent their savings and he thinks the City should spend down reserves rather than keeping a large reserve balance or borrowing/levying. He noted the bulk of the Equipment Fund goes to fire trucks but the City is not buying one every year.

Councilmember McGlone pointed out that having excess revenue over expenditures means the City taxed too much.

Mayor Ramsey stated it means staff did not spend their entire budget.

Councilmember McGlone stated in light of the fact Ramsey is looking at the option of a Fire District, there are some things in flux, such as whether the City needs a truck. He stated he would be reluctant to support buying a fire truck until that issue is settled.

Fire Chief Kapler stated he spoke with ISO staff and they advised to not change the amount of hauled water that each community has because the need for hauled water will not change.

Mayor Ramsey asked whether the plan is to replace or add a truck.

Fire Chief Kapler stated it would be replacing the 1989 steel water tanker with a new plastic water tanker.

Councilmember Elvig arrived at 6:31 p.m.

Councilmember McGlone stated the City has equipment doing the job today and is not looking to reduce capacity, whether keeping the old tanker or replacing it with a new one that is plastic. He asked how much insurance rates will increase for residents if this truck is not replaced.

Fire Chief Kapler stated a lot of things go into that equation and the amount of hauled water is important to maintain the insurance rate. He noted the Fire Department has been responsible with budget monies and already delayed this purchase for several years. Fire Chief Kapler stated there is equipment life and this truck is getting to the "red zone."

Councilmember McGlone asked what the City does with equipment that is at the end of its life.

Police Chief Way advised of a new internet-based service, like e-bay, where such equipment is sold to the public.

Councilmember McGlone noted the truck cost \$300,000.

Fire Chief Kapler estimated the City may get back \$20,000 for this tanker.

Mayor Ramsey noted the levy is \$100,000 more than last year.

Finance Director Lund explained the City would be levying less than last year because of the decrease in taxable value of the homes.

City Administrator Ulrich stated Council's direction was to keep the tax capacity rate the same; however, at this point some things remain in flux including personnel issues. He stated if it is the Council's intent to keep it at 44.15%, staff will assure that rate.

Councilmember Wise stated there still needs to be more discussion on road reconstruction funding.

Mayor Ramsey asked if this budget reduces taxes from what was paid last year.

Finance Director Lund advised the tax capacity rate is still higher than last year but the property value has fallen.

Mayor Ramsey stated under this budget, residents will pay lower taxes.

Councilmember Tossey stated this budget would result in a 44.71% tax capacity and another \$100,000 would have to be cut to get down to 44.15%.

Finance Director Lund noted the numbers from the County are estimates and additional impacts result from properties that appealed their valuation.

Councilmember McGlone raised the option of using QCTV money to fund the telephone upgrades.

City Administrator Ulrich stated he thinks there will be QCTV contributions to each member City in the \$30,000 to \$40,000 range. Those funds are supposed to replace cameras/audio equipment in the Council Chambers, when needed. However, this fund has no restrictions and can be used for a telephone system.

Mayor Ramsey asked staff to check on the Council Chamber's equipment because Ramsey did not receive new equipment.

Mayor Ramsey stated he had wanted to start a road reconstruction plan without raising taxes and it appears that can happen. He suggested staff lay out a plan for future years so there is a plan to keep roads in decent shape without raising taxes. Mayor Ramsey stated he has no problem with staffing cuts and thinks the Council should forego making a decision on the ED/HRA Manager position until September/October when the budget numbers are known.

Councilmember Tossey agreed it would be a good idea to delay that decision; however, he does not want the position removed in case the Development Manager contract is revamped. He stated he also prefers to keep tax capacity the same, even if it means putting \$1.4 million into roads instead of \$1.5 million.

Finance Director Lund asked whether the Council supported leaving the ED/HRA position in the levy amount and then making a decision after the preliminary information is available. She noted the Council cannot levy higher than originally set.

The consensus of the Council was to leave the HR/EDA Manager Position in the budget at this time.

Councilmember Backous asked if it cost \$1 million/mile to reconstruct roads.

City Engineer Himmer advised the reconstruction cost is about \$680,000 per mile.

Mayor Ramsey stated the \$1 million/mile estimate includes curb and gutter and sidewalks. But, in reality, it is known those amenities will not be included on every street. He estimated rural areas would cost \$300,000 to \$400,000 per mile.

City Engineer Himmer reviewed project and assessment costs and advised that the \$1.5 million figure also includes street maintenance (overlays/sealcoats). The City currently spends \$500,000 in sealcoats and overlays each year, leaving \$1 million for reconstruction. City Engineer Himmer noted there are locations in Ramsey where full depth reclamation works but the Council had discussed "being fair" so curb and gutter should be in all areas. He stated his position that if the resident has a good road and access, they are being treated fairly.

Mayor Ramsey suggested this is all the more reason to have an assessment. He noted storm water utility money is also going into the projects to cover part of the costs.

Councilmember Wise stated he spoke with a Coon Rapids engineer and learned they are doing larger projects to take advantage of economy of scale. He asked whether it would make sense for Ramsey to do reconstructs only once in three years or once in two years and then do a larger or multiple project. He stated Ramsey could set aside money on an annual basis but instead of reconstructing only a mile or two, it could construct a larger project and realize those savings.

Councilmember Backous asked if Coon Rapids had kept up with their roads.

Councilmember Wise stated Coon Rapids has not and some roads are older. He clarified that annual maintenance would be needed, he was just addressing reconstructs.

Finance Director Lund asked how Coon Rapids funds reconstruct projects.

City Engineer Himmer described Coon Rapids' assessment policy, noting it has a standard rate for all residential lots, regardless of size, and other property was assessed on a front footage basis. Coon Rapids handles all assessment hearings before starting the project so savings are realized in meeting time and staff time.

Mayor Ramsey noted the lots in Coon Rapids are similar in size, unlike the lots in Ramsey that vary greatly in size.

City Engineer Himmer explained that Maplewood is similar and uses the justification that each single-family lot puts the same volume of traffic on the road, regardless of lot size, so each pays its fair share into the system. He noted in Ramsey it is different because the improvement received may be different.

Mayor Ramsey stated he would like staff to prepare 5, 10 and 20 year plans for how to finance reconstruction projects. He stated concern with the \$750,000 coming back to engineering for these projects.

City Engineer Himmer stated the \$750,000 comes from 15% overhead on \$5 million worth of projects: road reconstruction at \$1.5 million; Riverdale extension with sewer and water to Hope Fellowship and the Diamond Site at \$2.5 million; and, Riverdale reconstruct with the Mississippi Trail at \$1.5 million. He noted, however, that none of those projects have been approved to move forward.

Mayor Ramsey asked how to justify \$750,000 in overhead.

City Engineer Himmer stated the Engineering Technician position needs to stay in the budget to handle the anticipated projects. He noted in-house administration of the four projects he mentioned results in covering costs for engineering staff.

Mayor Ramsey stated the question is whether to staff for high times or low times. He asked what the City will do next year when there are no projects to handle.

Councilmember Elvig noted the Council is proposing \$5 million of road work, which will bring in a lot of revenue to the City through engineering review and project administration.

City Engineer Himmer explained the money results from the 15% administrative costs and if the Council is starting \$1.5 million of road construction each year, starting in 2013, it will equal \$200,000 in administrative fees. If the Council adds other projects, that figure can easily be increased to \$400,000 each year.

Mayor Ramsey asked what the City does with extra staff during years it doesn't have \$1 million in road projects.

City Engineer Himmer noted there is also development opportunity with The COR vacant land and depending on what happens with the Development Management team, in-house staff can be used for those infrastructure projects.

Mayor Ramsey asked if that is the discipline of City Engineers.

City Engineer Himmer stated he was referring to the design and construction of municipal improvements, infrastructure to support The COR development, not site planning or platting.

Finance Director Lund presented one-time and short-time funding options included in the proposed 2013 budget and levy.

City Administrator Ulrich noted when TIF 4 decertifies, it will bring back \$153,000. He explained that 2013 and 2014 are solid in the budget proposed, there will be some erosion in 2015 as TIF districts fall off and Landfill Trust tipping fees are depleted. However, to put it into perspective, the current balance of unrestricted landfill funds is over \$2 million. City Administrator Ulrich noted one-time money is being used to fund some expenditures but could be transferred to unrestricted funds like Capital Equipment. Otherwise, within three years, the City will need growth, cutting back additional expenditures, or other revenue mechanisms.

Mayor Ramsey stated if property values are starting to rebound, there is a 24-month lag time before the City sees additional tax money. He asked if the Transit Taxing District will be a separate line item.

Finance Director Lund answered in the affirmative, noting it is under Metropolitan Council's "other" line. She explained if the City Council wants to offset it, the general levy would have to be off set by that same amount. The Transit Taxing District will come on line in 2013.

Mayor Ramsey stated he would like staff to prepare a plan for road reconstruction so it is known how those projects will be funded in the future. He noted this budget puts \$1 million into road reconstruction this year.

Finance Officer Lund asked if there was any appetite for a franchise fee or at least a 20% assessment so the City would have the bonding option.

City Administrator Ulrich noted a majority of the Council had agreed during the previous budget discussion to a 20% assessment level to allow flexibility to use bonding.

Councilmember Backous pointed out that this Council has said numerous times to not “kick the can down the road” and he believed that is what the Council is doing. He believed the current proposal did not provide adequate funding for roads. Councilmember Backous agreed the City needs to start somewhere but he does not think \$1 million will “put a dent” in what the City needs to do and “kicks the can down the road.”

Councilmember Wise agreed.

Councilmember McGlone stated the road reconstruction projects will hit in two to three years so, technically, the current proposal will “get the ball rolling” ahead of the problem, though is not a total fix.

Mayor Ramsey stated he thinks it is unrealistic to get \$3 million in this budget unless the Council raises taxes but he will not support raising taxes.

Councilmember Backous pointed out that \$1.5 million includes overlays and sealcoating. He suggested that the answer is somewhere between \$1 million and \$3 million.

Mayor Ramsey stated some want to hire an ED/HRA Manager, but he thinks that is unrealistic.

Councilmember Backous stated the City paid for a study to determine what residents want, and that is a franchise fee. But, since that is not what the Council wanted to hear, it is not following what residents want.

Mayor Ramsey stated he will not support a franchise fee.

Councilmember Wise stated he often hears the Council does not care what other cities are doing, but he did not want to be so stubborn to “reinvent the wheel” every time there is a problem. He noted an economy of scale and money savings can be realized once you start a project by going bigger. Since one of the City’s biggest costs is road projects, it is his goal to address that issue and get something started in the next six months.

Councilmember Tossey stated franchise fees would be dedicated funding for roads, a dedicated tax, and he does not like dedicated funding. He noted that is why we tax and the Council can decide whether to increase taxes. Councilmember Tossey stated his support to maintain a 20% assessment to soften the blow and allow the option for bonding. He stated he also supports looking at Councilmember Wise’s suggestions, noting it may result in paying less per mile. He supported putting \$1.5 million into roads, noting projects were to start two years down the road.

Councilmember McGlone questioned the \$750,000 “revenue” figure for engineering.

Finance Director Lund explained that figure relates to overhead from the three construction projects that could be administered by in-house staff.

Councilmember McGlone noted the City used in-house staff on the water tower project but the engineers did not get it right and it cost an extra \$100,000 to make the correction. The same type of issue occurred recently in the park. Councilmember McGlone noted when the City hires consultants, the consultant takes on all of the liability created.

Finance Director Lund explained that if this revenue source is not included, the Council will need to find \$750,000 in cuts.

Councilmember McGlone stated his preference to just charge people for what it is worth.

Councilmember Tossey stated he is not prepared to “go down that road” to terminate all the City’s engineers.

Councilmember McGlone stated he is not making that suggestion but if consulting engineers had been used, the City would not need to pay \$200,000 for staff screw-ups; the consultant would be liable and pay for that.

Finance Director Lund reviewed dollars generated by different franchise fee rates.

Councilmember Wise noted a large percentage of people will find it easier to pay smaller amounts like a franchise fee than a large assessment.

Councilmember Backous stated he has never argued that franchise fees are not a tax, it is a tax, but it gets everybody in the game.

Councilmember Tossey stated he already pays monthly, escrowing his property taxes, and now a franchise fee would be an additional payment.

Councilmember Backous stated this Council did not create the problem but he does not want to be on the Council that ignores this problem so it becomes worse each year.

Councilmember Wise stated he did not like paying the stormwater utility fee but now he understands the logic for it. He felt that once people are educated about a franchise fee, they will not mind it.

Councilmember Tossey noted that out of each dollar you earn, you only bring home 30 cents and the rest goes to taxes. He stated he wants to be open and honest, will not hide behind a franchise fee, and would rather raise taxes and the tax capacity to 50% to get the roads done.

Mayor Ramsey stated he was comfortable with the budget presented tonight and done talking about it until September or October when more information is available.

Councilmember Wise asked if staff can look into what would be gained by using economy of scale with road reconstruction or the option of combining projects so they are done every other year, instead of every year. However, maintenance would need to be done yearly.

Mayor Ramsey suggested that discussion occur when the pot of money is available.

Councilmember Elvig noted that roads cost \$700,000 per mile and asked whether \$1 million will “make a dent.” He stated he does support better purchasing power and would like an understanding of the true costs. He stated it seems that a lot of costs have been added to the budget and it seems the Council is missing something so he would like to meet with Finance Director Lund to review this information. He noted this budget adds \$900,000 to roads, not \$1.5 million as has been stated. Councilmember Elvig stated that he would rather not hide the fee and go with a franchise fee, and tell residents that is what it is.

Mayor Ramsey stated one-time money from the Equipment Fund, is not a tax increase. He noted this budget will result in residents paying less in taxes than they paid last year.

Councilmember McGlone suggested the Public Works Committee discuss Councilmember Wise’s suggestions about the process used in Coon Rapids and economy of scale options. He noted if projects are delayed for several years, costs will increase, so he would like a better understanding of all the issues before making a recommendation to the Council.

Mayor Ramsey stated road reconstruction projects were not scheduled to start until 2014 or 2015 but this budget puts \$1.5 million into the road fund this year and next year, which means the Council is starting something.

Councilmember Tossey stated the cost of money to bond is cheaper today, which is another reason to look at what Councilmember Wise is suggesting.

Mayor Ramsey stated the only way to fix the entire road problem is to raise \$3 million in taxes.

Councilmember Backous stated he thinks the right answer is somewhere in between and has never said to go with the whole \$3 million. He suggested the Council stop buying land with EDA funds and re-levying. Councilmember Backous stated the Council acts as if it is so against raising taxes but it has raised taxes because it has spent money foolishly.

Councilmember McGlone stated when the City gets into the cycle of reconstructs, it is a \$1 million problem the first year.

Street Supervisor Reimer advised that Garnet and Andrie Streets are the top two projects for reconstruction.

Councilmember McGlone stated there is a need to have a conversation with every project whether it will include concrete curb and gutter and sidewalk because that will impact the number of miles that can be done. He noted that theoretically, with Garnet and Andrie Streets, the City would have the funds (\$1.5 million) to start the program.

Street Supervisor Reimer stated that is correct.

Councilmember McGlone stated whether to include concrete curb and gutter or sidewalks can be discussed when considering the project.

The Council discussed availability of MSA funds and asked questions of Finance Director Lund relating to MSA allotment.

Councilmember Elvig noted the cash flow to pay for the two current bonds is lower than the \$1.1 million so there is still \$400,000 available but it has been earmarked.

Councilmember McGlone stated the budget puts \$1.5 million into the fund for three years and that can be used to pay for Andrie Street, plus there could be a 20% assessment and use of MSA funds.

Mayor Ramsey stated Garnet Street is south of Brookfield and was a \$700,000 project.

Street Supervisor Reimer agreed it is a high cost project but that will depend on what the project includes, such as whether to include sewer and water.

Mayor Ramsey agreed a lot of the cost is sewer and water related.

City Administrator Ulrich stated sewer and water, storm sewer, street lighting funding are also financing components.

Mayor Ramsey asked staff to provide more details on other funding scenarios and sources. He asked if the Council was comfortable with the proposed 2013 budget at this point.

Councilmember Tossey stated he was comfortable with this budget but the Council will have to look at it again in September.

Councilmember Backous asked what was used for the estimated property value decrease.

Finance Director Lund stated she had used 6.5%.

Councilmember McGlone stated there are still a few "balls left in the air" and he would have liked to see an additional \$100,000 in cuts, but he was comfortable moving ahead at this point.

Councilmember Backous asked about cutting the new telephone system.

Finance Director Lund explained the telephone is not included in the levy portion.

Councilmember McGlone noted telephone technology is moving in another direction and may be going to a server system in the near future, so he would want to be sure the telephone system is not outdated quickly.

City Administrator Ulrich stated the Council needs to act on the one remaining staff layoff, the Fire Secretary position. He indicated if the Council agrees with this budget, it will come forward at the next Council meeting.

Mayor Ramsey stated he wants to wait on the ED/HRA Manager and Engineering Tech III positions until better numbers are available. He stated part of his goal was to act on staff layoffs, which the Council is achieving. Mayor Ramsey stated he can live with this budget preliminarily until in September when the Council will set the preliminary budget.

Councilmember Elvig noted the City has projects planned for this year that would generate revenue if administered in-house. He stated he would like to hear what the opportunity loss is if the Engineering Tech III is not hired.

City Administrator Ulrich stated that is a good point because there are opportunities to generate revenue with the Sunwood Drive realignment and other projects. He indicated staff can prepare that analysis for Council discussion.

Councilmember Elvig pointed out that several years ago, the City generated a tremendous amount of revenue from engineering and plan check fees. He stated if the City can generate another \$250,000 on a \$50,000 hire, it is worthwhile. Councilmember Elvig stated he would like to see that analysis.

Councilmember Backous questioned the City's ability to make money "out of thin air" and stated he agrees with Councilmember McGlone that if it cost the City "x" number of dollars to do the work, that is what should be charged.

Councilmember McGlone agreed and noted State Statute precludes cities from making money and it is only allowed to recoup costs. He did not think the City should be making money on those types of services.

Councilmember Wise explained that the engineering work on a project has to be done whether hired out or in-house. If done in-house, a savings is realized that offsets staff costs.

Councilmember Tossey raised the scenario that if a project cost \$100 and engineering is paid \$10, then why not charge the project \$90.

Councilmember Elvig explained there is burden and overhead costs (supervision, management, structure, office equipment) equaling 1.75 to 2.5 for any business that has to be covered.

Councilmember Backous asked who is paying the burden.

Councilmember Elvig stated the project is paying the burden and it is a good deal for the City to spread out that burden by taking on in-house operations.

Finance Director Lund confirmed the overhead cost is 20% and if the work is not done in-house, the City would be paying out to a consultant. For a \$1 million project, the in-house savings would be \$200,000. She explained how the funds would be transferred from the Water Fund to the General Fund to pay back in-house engineers for their time.

Councilmember McGlone disagreed that it is cheaper because government does it and asked who paid for staff's mistake on the water tower. He stated the Council needs to factor in the real cost of employees.

Mayor Ramsey stated he has never heard about the burden of 1.75 to 2.5 times the cost but thinks that needs to be considered.

City Administrator Ulrich noted the overhead cost is fixed whether the City has 5 or 50 people.

Councilmember McGlone stated he has no problem with the private sector charging overhead and profit but the government should not be doing so.

Finance Director Lund explained that .15 or .20 is the standard engineering overhead fee and if bidding out a project, it will include a percentage of the total construction cost.

Councilmember McGlone asked whether the consideration was to hire someone because the City needs them or hiring someone to make money on them.

Finance Director Lund noted with the Riverdale project, if the City hires out the entire project, the consultant will bill the City 20% overhead. So, the City can pay the consultant or have in-house staff do it and recoup the costs to the General Fund.

Councilmember McGlone asked if that is legal.

Councilmember Elvig stated there is a difference between profit and overhead, and the difference is scale. He stated the City has the amount of scale needed to support the City and wants to push spreading the burden, not push it to the private sector and raise the cost of doing businesses internally.

Councilmember Backous stated the City is charging taxpayers for overhead.

Mayor Ramsey stated the cost is paid regardless so the only question is whether to do it internally and keep the money inside or send it to the consultant. He agreed there is a cost if staff screws up that has to be factored into the equation since the contractor fixes it for free.

The Council discussed recent road projects that resulted in additional costs to make corrections due to lack of and/or inadequate inspection.

Councilmember Elvig asked staff to identify the cost per mile and first five reconstruction projects for additional discussion.

Councilmember Wise noted his suggestion to undertake road reconstruction projects once every two years results in additional staff costs the year there is no reconstruction project, which may be a concern.

The consensus of the Council was to move forward with the 2013 budget proposal and directed staff to provide additional information on the Engineering Tech III and ED/HRA Manager positions and projects that resulted in additional costs due to in-house staff error.

3. FUTURE TOPICS FOR DISCUSSION

City Administrator Ulrich reviewed agenda items for future meetings.

3.01: Youth Camp Update

Fire Chief Kapler provided an update on Youth Camp and thanked staff who assisted.

Police Chief Way explained why Youth Camp was located at Lord of Life Church, noting it also requires less set up and has easier access.

3.02: Meeting Efficiencies

Councilmember Wise stated the Council has discussed being more efficient and having fewer meetings to reduce costs.

Councilmember Elvig stated his preference for more meetings in shorter duration.

City Administrator Ulrich reviewed August meeting conflicts that result in the need to reschedule or cancel meetings.

Mayor Ramsey suggested the agenda items be considered to determine whether a meeting is necessary.

City Administrator Ulrich reminded the Council he will be attending the League of Cities Conference.

4. MAYOR / COUNCIL / STAFF INPUT

None

5. ADJOURNMENT

Motion by Councilmember Tossey, seconded by Councilmember Wise, to adjourn the Work Session meeting.

The Work Session of the City Council was adjourned at 8:01 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, June 26, 2012, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Bob Ramsey
Councilmember Randy Backous
Councilmember David Elvig (arrived at 6:35 p.m.)
Councilmember Colin McGlone
Councilmember Sarah Strommen
Councilmember Jason Tossey
Councilmember Jeffrey Wise

Member Absent: None

Also Present: City Administrator Kurtis Ulrich
City Engineer Tim Himmer
Finance Director Diana Lund
Fire Chief Dean Kapler
Human Resources Representative Colleen Lasher
Parks and Public Works Superintendent Mark Riverblood
Senior Planner Tim Gladhill
Street Superintendent Reimer
Associate Planner/Environmental Coordinator Chris Anderson
Management Analyst Patrick Brama
City Attorney William Goodrich

1. CALL TO ORDER

Mayor Ramsey called the City Council Work Session to order at 6:24 p.m.

2. TOPICS FOR DISCUSSION

Since the owner of Independent Auto had not yet arrived, the Council decided to first consider Case 2.02.

2.02: Consider Environmental Policy Board's (EPB's) Draft Annual Work Plan

Associate Planner/Environmental Coordinator Anderson reviewed the staff report.

Councilmember McGlone noted residents care a lot about their lawns and asked if the EPB had considered how to help residents in that regard.

EPB Chairperson Michael Max stated the EPB's website includes information on water conservation, vegetation, alternatives to grass, fertilizing techniques, and soil conditions. He advised that part of the challenge is not the content, but distribution of the content.

Councilmember Strommen noted to address the emphasis on community awareness, there was an opportunity to work with the Lower Rum River Water Management Organization (LRRWMO). She indicated the LRRWMO has education requirements as part of its Water Management Plan and the PCA is also interested in citizen engagement.

Councilmember Backous asked if the City has considered providing a link from the EPB webpage beyond the names of members and contact information.

Associate Planner/Environmental Coordinator Anderson stated that information can be linked to the City's webpage including the EPB's Work Plan. He indicated there is also potential to include an icon on the City's home page to ease linkage to the EPB and Environmental Services pages.

Councilmember Elvig arrived at 6:35 p.m.

Councilmember Backous stated he is the Council's liaison to the EPB and advised of the need for flexibility to allow the EPB to make recommendations to the Council on items that may not be included in the approved Work Plan. In addition, it was felt there was need for better two-way communication.

Mayor Ramsey asked what was meant by "Develop Ecological Standards (or BMPs) and an Educational/Awareness Campaign for Developers/Development."

Associate Planner/Environmental Coordinator Anderson explained the intent is not to create new regulations but create a package of best management practices that could be marketed through developments as a sustainable way of doing business and to attract clients to their development sites. The primary intent is educational in nature.

Mayor Ramsey noted Anoka County is interested in a point for recycling and has applied for grants.

Associate Planner/Environmental Coordinator Anderson advised the City has an opportunity to apply for up to \$50,000 without a required match to support enhancement of its recycling program. The emphasis of Anoka County is to develop three to four regional recycling centers to serve residents throughout Anoka County, not a specific community. In addition, Anoka County alluded to additional funding for staffing of a year-round collection center.

Mayor Ramsey suggested the EPB become involved with the wetland complex in Draw Park to let residents know it exists, possibly with educational opportunities.

Associate Planner/Environmental Coordinator Anderson indicated it is not the EPB's responsibility to facilitate that wetland.

Parks and Public Works Superintendent Riverblood stated he will contact the PACT Charter School to remind them of this resource and other projects the City has undertaken.

Councilmember Backous noted Anoka Ramsey students had done a good job with kiosks and that may be another opportunity.

Parks and Public Works Superintendent Riverblood agreed there may be opportunity for college students to serve as mentors for PACT students since they may be going into the educational realm.

Mayor Ramsey thanked the EPB for its work including with the Environmental Expo.

Councilmember Backous stated the long-term EPB members have done a great job “getting the ball rolling” and now three competent new members were added so it will pick up momentum and accomplish some great things. He stated his appreciation to the EPB for its work on behalf of Ramsey.

Associate Planner/Environmental Coordinator Anderson asked the Council if it wanted to incorporate anything into the EPB Work Plan.

The Council indicated the opportunity to coordinate with the LRRWMO could be included and if new issues come up mid-year, the EPB should bring those issues before the Council.

John Enstrom, EPB Commissioner, stated he has been attending the LRRWMO meetings for a long time and reports on those activities before the EPB.

The consensus of the Council was to support approval of the Environmental Policy Board’s Annual Work Plan as amended to add coordination with the LRRWMO.

2.01: Review Lease Terms for Independent Auto at 6745 Highway 10 NW

Senior Planner Gladhill reviewed the staff report.

City Attorney Goodrich read the lease terms prohibiting assigning or subleasing without City approval. He advised the remedy would be to cancel the Independent Auto lease if determined to be subleasing.

Councilmember Wise noted First Choice Towing has a sign so Independent Auto must be subleasing. In addition, the Sign Ordinance prohibits having a sign that is not on your property.

Senior Planner Gladhill stated that is correct and only temporary signage could be allowed. He explained staff struggles with the issue if there are contracted services and noted the Council may want to address it in the Sign Ordinance.

Councilmember Strommen asked what is the objection.

Senior Planner Gladhill stated the objection received is that it appears First Choice Towing is subleasing from Independent Auto without the City's consent based on the signage and parking of First Choice Towing vehicles on the subject property.

Councilmember Strommen noted Independent Auto is an auto service business so it is logical there should be a towing relationship. She stated this does not offend her but she understands the need to address the lease if it is being violated. Councilmember Strommen pointed out that towing is integral to this type of business and she supports fixing the technical issue.

Councilmember McGlone reviewed that this towing business was operating and subsequently received a home occupation permit at a residence. He indicated First Choice Towing is the same business owner and asked if it has grown to have more trucks and employees than authorized in the home occupation permit. Councilmember McGlone stated the sign issue needs to be addressed as well as garage liability so the City is not liable. He cautioned that a towing company would bring in leaky and flammable vehicles from accidents.

Mayor Ramsey stated his concern relates to City liability and exposure and agreed with the need to also address fire standards.

Councilmember McGlone stated he had no problem with this type of a business being in this location or the signage or truck parking but this business is the same one found to be in violation when it made application for a home occupation permit and now it is getting caught again.

Councilmember Elvig stated he thinks the concern should be with the owner of Independent Auto who has a lease with the City. He noted the owner has stated he is not leasing space and as far as leaky vehicles and towed vehicles, that should have been addressed when the lease was negotiated for this auto repair shop. Councilmember Elvig asked how a citizen knew about the City's leasing agreement and signage restrictions.

Senior Planner Gladhill explained staff is working with the City Attorney to investigate allegations with the home occupation permit to determine if violations are occurring. That is an ongoing investigation and a separate issue.

Councilmember Backous stated it boils down to this being a City-owned property so from a liability standpoint, the City needs to know the tenant or subtenant is using the property for business.

Councilmember Tossey stated he also questions who the City is going after. He asked what is the City's liability if First Choice Towing is operating without a sublease in hand.

City Attorney Goodrich advised there would be no City liability for that because the landlord (Independent Auto) is responsible for the entire property and a \$2 million liability policy is required in addition to insurance on the building. With regard to the sign, the ordinance says if a sign is placed without approval, the City may remove the same without liability and charge the expense to the tenant.

Councilmember Backous noted if the City is sued it will have to defend itself. He stated the City needs to know who the tenants are, especially since it is now on notice.

City Attorney Goodrich noted Independent Auto is saying it is not subleasing.

Councilmember Elvig stated it seems there is “heartburn” with the business alleged to be subletting. He stated he wants to be sure the City goes after the right party.

Mayor Ramsey stated his issue is with liability.

Councilmember Strommen asked, if there are two tenants, how does liability change since the lease agreement says the City is not liable.

City Attorney Goodrich explained the City has a lease with the tenant who is responsible for the whole property unless he subleases and the City approves the sublease. The tenant is allowed to have a legal commercial business, if insured.

Councilmember Strommen asked how liability changes if there is a sublease and the City approves it.

City Attorney Goodrich advised the City looks to additional insurance from a subtenant and that would also relieve the tenant of some liability since a portion would be taken over by the subtenant.

Councilmember Strommen noted the City’s position is unchanged if it approves the sublease and gets additional insurance. She asked if there is any prohibition to prevent an outside towing company from bringing in a vehicle that Independent Auto is working on.

City Attorney Goodrich stated that question relates to zoning and he is not sure it would prohibit towing.

Councilmember Tossey suggested either Independent Auto come forward with the sublease or the City remove the sign advertising First Choice Towing.

Councilmember Backous clarified the sign is not the issue because towing can still occupy the building.

Councilmember McGlone stated the City may have a \$2 million insurance requirement but that will go quickly and then the City will be “on the hook.”

Councilmember Strommen suggested the City just fix the paperwork (lease) and move on.

The consensus of the Council was to direct staff to determine if subleasing is occurring at Independent Auto, 6745 Highway 10 NW, and report back to the City Council.

2.02: Consider Environmental Policy Board's (EPB's) Draft Annual Work Plan

This item was considered prior to Case 2.01.

2.03: Discussion Regarding Contracted Building Official Services

Due to the late hour, this item was not considered.

3. FUTURE TOPICS FOR DISCUSSION

3.01: Review Future Work Session Topics / Calendar

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

None

5. ADJOURNMENT

Mayor Ramsey declared the Work Session of the City Council was adjourned at 7:01 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a regular meeting on Tuesday, June 26, 2012, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

Members Absent: None

Also Present: City Administrator Kurtis Ulrich
City Engineer Tim Himmer
Finance Director Diana Lund
Fire Chief Dean Kapler
City Clerk Jo Ann Thieling
Human Resources Representative Colleen Lasher
Parks and Public Works Superintendent Mark Riverblood
Senior Planner Timothy Gladhill
Associate Planner/Environmental Coordinator Chris Anderson
Management Analyst Patrick Brama
City Attorney William Goodrich
Development Manager Darren Lazan

1. CALL TO ORDER

Mayor Ramsey called the regular meeting of the Ramsey City Council to order at 7:04 p.m., followed by the Pledge of Allegiance led by Mayor Ramsey.

2. PRESENTATION

2.01: Presentation for Recognition of Twenty Consecutive Years as a Tree City USA

Senior Planner Gladhill described the components required to be recognized as a Tree City USA and extended appreciation to Associate Planner/Environmental Coordinator Anderson, Parks and Public Works Superintendent Riverblood, and the Environmental Policy Board.

Mayor Ramsey presented the Tree City USA Award to EPB Chair Max and Board Members, noting their efforts were instrumental in Ramsey receiving this award for twenty consecutive years.

Associate Planner/Environmental Coordinator Anderson introduced EPB Members in attendance and thanked the Parks, Streets, and Engineering staff for their work that resulted in this recognition.

3. CITIZEN INPUT

John Enstrom, 8702 – 181st Avenue NW, suggested the City consider instituting a rodent bounty system and offered assistance in training how to trap rodents.

Levi Dargis, 6741 – 157th Lane NW, stated his road was paved last year and is already falling apart. He described the large sized holes that were not fixed before being paved and stated residents are not happy with the project they paid for.

City Administrative Ulrich stated engineering staff will explore options and address issues before the warranty expires. It was indicated this item could be considered by the Public Works Committee at its July 17, 2012, meeting.

4. CONSENT AGENDA

Motion by Mayor Ramsey, seconded by Councilmember Backous, to approve the following items on the Consent Agenda as revise to remove Item 4:14:

- 4.01: Receive Cash and Investments for Period Ending May 31, 2012
- 4.02: Note the following Boards and Commissions Meeting Minutes:
 - 1) Planning Commission meeting minutes dated May 3, 2012
 - 2) Environmental Policy Board meeting minutes dated May 7, 2012
 - 3) Economic Development Authority meeting minutes dated May 10, 2012
- 4.03: Consider Escrow Agreement for Property Identification Number Division at 14503 Bowers Drive; Case of Ann Tolkinen
- 4.04: Approve Exemption for a Gambling License for Wounded Warriors Guide Service, Inc.
- 4.05: Approve Purchase of Customer Request Management (CRM) Software
- 4.06: Adopt Resolution #12-06-087 Approving Cash Disbursement Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 7, 2012, through June 20, 2012
- 4.07: Adopt Resolution #12-06-088 to Enter into a Contract with the MN DNR for Community Forest Bonding Grant Monies for North Commons Landscaping
- 4.08: Adopt Resolution #12-06-089 Authorizing Partial Payment to Knutson Construction for IP10-22 Municipal Parking Ramp, Phase II
- 4.09: Adopt Resolution #12-06-090 Authorizing Final Payment to Dryden Excavating for IP 10-24; Wetland 656 W Outlet
- 4.10: Adopt Resolution #12-06-091 Authorizing Partial Payment to Sandstrom Land Management, LLC for IP 09-24 COR Wetland Mitigation

- 4.11: Adopt Resolution #12-06-092 Authorizing Final Payment to Dryden Excavating for IP 10-32; 176th Avenue Culvert Replacement
- 4.12: Adopt Resolution #12-06-093 to Authorize a Paid-on-call Firefighter Recruitment and Streamline Future Recruitments
- 4.13: Adopt Resolution #12-06-094 Assigning an Approved Conditional Use Permit for Motor Vehicle Sales at 6740 Highway 10 NW to MSM Auto LLC
- ~~4.14: Adopt Resolution #12-06-XXX Declaration of the City of Ramsey that the City has Adopted the Corresponding 10 Performance Measures developed by the Council on Local Results and Innovation (Created by the Legislature in 2010) This item was removed from the Consent Agenda and considered as Item 7.9.~~

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

5. APPROVE AGENDA

Motion by Councilmember Elvig, seconded by Councilmember Wise, to approve the agenda as revised to add Item 7.10, Consider Resolution #12-06-XXX to Offer a Voluntary Early Separation Program.

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

6. PUBLIC HEARING

6.01: Public Hearing: Application for Off-Sale Intoxicating Liquor License; Case of Fairway Liquors, 5900 – 167th Avenue NW

Mayor Ramsey closed the regular portion of the City Council meeting at 7:17 p.m. in order to conduct a public hearing.

Public Hearing

Mayor Ramsey called the public hearing to order at 7:17 p.m.

Presentation

City Clerk Thieling reviewed the staff report.

Bruce Mathson introduced himself and stated he is excited to reopen as Fairway Liquors.

Citizen Input

There was none.

Motion by Councilmember Elvig, seconded by Mayor Ramsey, to close the public hearing.

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

The public hearing was closed at 7:18 p.m.

Council Business

Mayor Ramsey called the regular City Council meeting back to order at 7:18 p.m.

Motion by Councilmember Wise, seconded by Councilmember Tossey, to approve an On-Sale Intoxicating Liquor License application for Bruce Mathson of Atlantic Cargo Company, Inc., d/b/g Fairway Liquors.

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

7. COUNCIL BUSINESS

7.01: Request for an Interim Use Permit to Allow for the Operation of a Church in the H-1 Highway 10 Business District on the Property Located at 6937 Highway 10 NW; Case of Freedom Christian Church

Associate Planner/Environmental Coordinator Anderson reviewed the staff report.

Motion by Councilmember McGlone, seconded by Councilmember Elvig, to adopt Resolution #12-06-XXX adopting Findings of Fact relating to the request for an Interim Use Permit.

Further discussion: Councilmember McGlone stated his support to limit approval to a term of five years. Mayor Ramsey declared the motion to be out of order since it supported staff's recommendation that the term be tied to an event, not a yearly term.

Motion by Councilmember McGlone, seconded by Councilmember Tossey, to adopt Resolution #12-06-095 adopting Findings of Fact #0903 relating to the request for an Interim Use Permit.

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

Motion by Councilmember McGlone, seconded by Councilmember Elvig, to adopt Resolution #12-06-096 approving the request for an Interim Use Permit that will expire in five years maximum and declaring the terms as proposed, subject to review of the City Attorney and contingent upon receiving written consent of the Subject Property owner.

Further discussion: In response to the Council's questions, Associate Planner/Environmental Coordinator Anderson indicated State Statute requires a public hearing for renewal of or a new Interim Use Permit. He stated the costs would be a \$200 application fee and \$600 escrow to cover the cost to publish the public hearing notice, mailing, and staff time to process the

application. Councilmember Tossey stated his intent to vote against the motion, preferring staff's recommendation to streamline the process by tying the term to an event as opposed to an arbitrary date.

Amendment motion by Mayor Ramsey that the City to reimburse permit and escrow soft costs (i.e., publication costs) in consideration of the hardship caused to this nonprofit.

Motion died for lack of a second.

Original motion carried. Voting Yes: Mayor Ramsey, Councilmembers McGlone, Elvig, Backous, Strommen, and Wise. Voting No: Councilmember Tossey.

7.02: Consider Approval of Environmental Policy Board's 2012-2013 Work Plan

Associate Planner/Environmental Coordinator Anderson reviewed the staff report.

Motion by Councilmember Backous, seconded by Councilmember Strommen, to adopt Resolution #12-06-097 approving the EPB's annual work plan as amended to coordinate with the Lower Rum River Water Management Organization.

Further discussion: The Council acknowledged its discussion during Work Session asking the EPB to notify the Council should an item come up mid-year for inclusion in the Work Plan. Councilmember Backous recognized the EPB members, past and present, and thanked each for their efforts on behalf of Ramsey.

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

7.03: Consider East Side Oil Equipment Lease

Councilmember McGlone recused himself due to a potential conflict of interest and left the Council Chambers at 7:31 p.m.

Associate Planner/Environmental Coordinator Anderson reviewed the staff report.

City Attorney Goodrich indicated the lease contains standard indemnity language recommended by the League of Minnesota Cities that requires East Side Oil Company to hold the City harmless for things like malfunction of equipment should a spill occur.

Motion by Mayor Ramsey seconded by Councilmember Wise, to authorize staff to execute an equipment lease agreement that contains environmental indemnity language to protect the City in the event of an oil spill, with East Side Oil Companies, subject to review by the City Attorney as to legal form.

Further discussion: The Council discussed that this service is of benefit for the City's residents and the lease contains a 30-day termination should it be found the program is not working. A

suggestion was made to ask the EPB to review the program in one year to determine if it is successful and make a recommendation. Concern was expressed by several Councilmembers that the indemnity language was only good if the company was still in business and they supported better positioning to assure the City is protected. It was pointed out that the Council had previously directed staff to explore the option of East Side Oil Companies leasing City land for its equipment, which would better position the City to limit liability. Associate Planner/Environmental Coordinator Anderson explained staff was confident the indemnity language and positive response from other communities placed the City in a good position, but would have no issue exploring a lease-back opportunity with Eastside Oil Company.

Substitute motion by Mayor Ramsey seconded by Councilmember Elvig, to postpone consideration of equipment lease agreement with East Side Oil Companies to the next meeting to allow time for staff to explore a lease-back option with East Side Oil Companies.

Substitute motion carried. Voting Yes: Mayor Ramsey, Councilmembers Elvig, Backous, Strommen, Tossey, and Wise. Voting No: None. Absent: Councilmember McGlone.

Councilmember McGlone returned at 7:48 p.m.

7.04: Authorize Interim City Engineer Contract

City Engineer Himmer reviewed the staff report and presented the contract costs, noting the Hakanson Anderson proposal was for a \$8,600/month stipend but included development review, plat and other reviews.

Motion by Mayor Ramsey, seconded by Councilmember Wise, to accept the Hakanson Anderson proposal and appoint Hakanson Anderson as the Interim City Engineer.

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

7.05: Approve Comprehensive Utility Reports; Sanitary Sewer and Water System Studies

City Engineer Himmer reviewed the staff report.

Motion by Councilmember Elvig, seconded by Mayor Ramsey, to adopt the 2012 Comprehensive Sanitary Sewer and Water System Studies.

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

7.06: Consider Award of Contract for City Improvement Project 12-20; Sunwood Drive Realignment

City Engineer Himmer reviewed the staff report and projects that the City would administer in-house. He noted the contract includes two inspectors and there is flexibility within the WSB and

Landform contracts to use the engineering professional services budget if someone is needed. City Engineer Himmer explained how the \$175,000 construction administration would be divided between the City, WSB, Landform, and legal.

Motion by Mayor Ramsey, seconded by Councilmember Tossey, to adopt Resolution #12-06-098 Awarding a Contract for the City Improvement Project 12-20; Sunwood Drive Realignment to North Pine Aggregate in the amount of \$2,342,825.82.

Further discussion: City Engineer Himmer responded to the Council's request for additional information relating to "who is doing what" with this project and clarified the Landform contract is with the HRA and this is a City contact. It was noted the JPA allows Anoka County to have some say on who is contracted for its jobs and had indicated a preference for WSB. City Engineer Himmer and City Administrator Ulrich reviewed funding sources. Development Manager Lazan responded to concerns expressed relating to "lack of sales" and generation of land proceeds to fund this project by advising of purchase agreements with Jeffrey Wise, a second user in that quadrant, and negotiations for West 30 sites. Development Manager Lazan addressed the construction administration component of the contract and advocated for awarding Landform with construction staking, suggesting it is in Landform's "wheelhouse" and Landform is better positioned to complete that work. City Administrator Ulrich described staff's interpretation of the Landform contract, noting a preference is given to Landform for projects within The COR. However, a distinction was drawn between HRA projects versus City rights-of-way projects. City Attorney Goodrich stated he would need to review the Landform contract before rendering an opinion. The Council discussed the competitive bid that had been received, noting it was \$500,000 lower than estimated, which addressed some of the funding concerns. It was noted the Council needed to reach a decision before expiration of the \$500,000 LRIP grant and \$1.7 million funding from Anoka County. City Administrator Ulrich clarified it is possible to award the contract, move forward with the City doing some of the construction administration, and then decide on the staking contract at the July 10, 2012, once more facts are gathered relating to Landform's contract. City Engineer Himmer stated this contract award could be a stand-alone consideration; however, a decision is needed within a week or two because data has to be transferred and signage posted.

Substitute motion by Councilmember Elvig, seconded by Councilmember Backous, to postpone consideration of Award of Contract for City Improvement Project 12-20; Sunwood Drive Realignment, pending close of purchase agreements.

Further discussion: The Council discussed the substitute motion to postpone. It was noted the road project is required to bring buyers for the sites; however, it was also noted that buyers would know the City was committed to build the roads once the sites were purchased so the City could lower its risk by delaying road construction until purchase agreements were in hand. City Engineer Himmer advised the bids are good for 30 days. Councilmember Wise stated his intent to participate in the vote on this item since Wiser Choice Liquors now has a purchase agreement, that dollar amount is not going to change, and the motion under consideration relates to a road project.

Substitute motion failed. Voting Yes: Councilmembers Elvig and Backous. Voting No: Mayor Ramsey, Councilmembers McGlone, Strommen, Tossey, and Wise.

City Attorney Goodrich indicated the City Council had previously given direction to proceed with purchase agreements for road rights-of-way.

City Engineer Himmer noted acquisition of Wiser Choice Liquors is included in the \$2.7 million, which was approved at the last Council meeting.

City Attorney Goodrich advised that the site acquired by Wiser Choice Liquors has the option for an alternate access from Sunwood Drive in case this project does not move forward. Thus, that relocation and purchase is not predicated on this road project.

The Council debated the merits of the Sunwood Drive Realignment project, each stating their position, for or against.

Councilmembers Tossey, McGlone, and Wise advocated strongly to proceed with award of the contract as recommended by staff.

Councilmember Elvig stated he understands the need for this project but is concerned with timing and funding, wanting to understand all costs including acquisition before awarding bids to assure the City's funds were not dangerously depleted.

Councilmember Strommen asked questions of staff relating to funding for this project and impact on utility funds.

City Engineer Himmer reviewed the \$5.35 million funding package as presented in March, noting the only difference is to add street lighting, which will be a separate contract with Connexus, and the temporary road on Zeolite Street. He described how he analyzed the bid, line by line, to identify items related to water, storm water, and sanitary sewer. The funding being presented reflects real bid prices and correlate to those specific items plus a small overhead for engineering components.

Finance Director Lund advised there are healthy balances in the Water Utility Fund, Stormwater Utility Fund, and Sanitary Sewer Fund to cover these costs. With regard to the Equipment Fund, Finance Director Lund indicated the 2013 budget contains \$581,000 of equipment purchases and the Council will determine whether to issue equipment certificates or use the Equipment Fund.

Councilmember Backous stated he thought Councilmember Elvig's motion was worthwhile to lower the City's risk, but he supported this effort to get ready for the overpass, which is key to developing The COR.

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

7.07: Consider Award of Contract for City Improvement Project 12-00; 2012 Street Maintenance Program

City Engineer Himmer reviewed the staff report and explained bids from the previous year are used to determine engineer's estimates.

Motion by Councilmember McGlone, seconded by Councilmember Wise, to adopt Resolution #12-06-099, awarding a contract for City Improvement Project 12-00; 2012 Street Maintenance Program, to Allied Blacktop in the amount of \$514,110.74.

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

7.08: Adopt Ordinance Amending Chapter 8 (Public Improvements and Special Assessments) of the City Charter as Recommended by the Charter Commission

City Attorney Goodrich reviewed the staff report and advised of required Council votes for passage depending on the percentage of petitioning property.

Motion by Mayor Ramsey, seconded by Councilmember McGlone, to waive the requirement of the City's Charter to read aloud the ordinance and adopt the Charter Commission recommended Ordinance #12-08 Amending Chapter 8 (Public Improvement and Special Assessment).

A roll call vote was performed by the Recording Secretary:

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

Motion carried.

7.09: Adopt Resolution #12-06-XXX Declaration of the City of Ramsey that the City has Adopted the Corresponding 10 Performance Measures developed by the Council on Local Results and Innovation (Created by the Legislature in 2010)

The Council thanked staff for bringing forward this program for Performance Measures, noting it will provide translation between dollars or percentage of budget spent on service to level of service residents receive.

Motion by Councilmember Strommen, seconded by Councilmember Elvig, to adopt Resolution #12-06-100, Declaration of the City of Ramsey that the City has Adopted the Corresponding 10 Performance Measures developed by the Council.

Further discussion: The Council discussed opportunities to use the \$3,000 grant to obtain resident input and indicated this would be discussed at a future Work Session.

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

Councilmember Wise left the Council Chambers at 9:10 p.m.

7.10: Consider Resolution #12-06-XXX to Offer a Voluntary Early Separation Program

Human Resources Representative Lasher reviewed the staff report.

Motion by Councilmember Tossey, seconded by Councilmember Strommen, to adopt Resolution #12-06-101, to Offer a Voluntary Early Separation Program.

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

8. MAYOR, COUNCIL AND STAFF INPUT

Mayor Ramsey announced the City Council Work Session on July 3, 2012, has been cancelled.

City Administrator Ulrich announced upcoming meeting schedules and events. He thanked City Engineer Himmer for his great work on behalf of the City of Ramsey and wished him well as the Coon Rapids City Engineer.

Councilmember Elvig presented Sunwood Drive Realignment Project estimates that had been presented and discussed in March.

9. ADJOURNMENT

Motion by Councilmember Tossey, seconded by Mayor Ramsey, to adjourn the meeting.

Motion carried.

The regular meeting of the City Council adjourned at 9:13 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, July 10, 2012, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Police Chief James Way
Parks and Public Works Superintendent Mark Riverblood
Street Superintendent Grant Reimer
Human Resources Representative Colleen Lasher
Senior Planner Timothy Gladhill
Management Analyst Patrick Brama
City Attorney William Goodrich
Development Manager Darren Lazan
Interim Engineer Ron Wagner

1. CALL TO ORDER

Mayor Ramsey called the City Council Work Session to order at 6:13 p.m.

2. TOPICS FOR DISCUSSION

2.01: Consider Request from Ramsey Raceway re: Use of Community Sign

City Administrator Ulrich reviewed the staff report.

The consensus of the Council was to support the request of Ramsey Raceway to use the community sign to advertise the Raceway's schedule.

2.02: Discussion Regarding Contracted Building Official Services

Senior Planner Gladhill reviewed the staff report.

Mayor Ramsey stated he has received many compliments on Permit Technician Katy Okerstrom and asked why that position is not being considered for a salary increase.

Human Resources Representative Lasher advised of her meeting with Ms. Okerstrom and indicated she will be looking into whether Ms. Okerstrom is working outside of her job description.

Senior Planner Gladhill stated he has also received compliments on the Permit Technician and thinks there is opportunity to find avenues to reward for her hard work. However, he needs more time to meet with Permit Technician Okerstrom to better understand her work duties before making that recommendation.

Mayor Ramsey stated his support to stay with a building inspection contractor at \$50/hour, especially when considering the costs for an employee during the winter when inspections are not needed.

Councilmember Elvig agreed and asked whether turnover is an issue with residents.

Senior Planner Gladhill indicated the general resident will not notice but certain builders will notice a staff change. He advised the City had two good inspectors from Inspectron that worked well and noted that turnover can happen on contract or employee. Senior Planner Gladhill stated another consideration is the learning curve and advised that the contracted building official is still learning some of Ramsey's processes but the Permit Technician is also there to provide consistency.

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Senior Planner Gladhill confirmed that Inspectron has provided good service and inspectors.

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Mayor Ramsey reiterated his support to continue with contracted services and suggested a wintertime plan to reduce the Building Official's hours be established for specific days, such as every Monday and Friday.

Senior Planner Gladhill agreed it would be best to identify set days.

The consensus of the Council was to continue with contracted building official services.

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Informational; no action required.

Mayor Ramsey reordered the agenda to next consider Item 2.05.

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Interim Engineer Wagner reviewed the staff report.

Councilmember Strommen advised that the LRRWMO will continue discussion on this item at its July meeting and vote on it in August. She explained this item relates to one piece of the Third Generation Plan implementation. The LRRWMO has requirements in place and wants to ensure the public does not pay for private projects. However, some projects and surety requirements are already covered by member cities. The discussion has been if these are already covered by member cities in development agreements, should it be handled by the LRRWMO. The general preference expressed is that it be handled by member cities. Since this is a LRRWMO requirement, there is a preference for consistency between member cities. Councilmember Strommen stated the LRRWMO is requesting feedback in how its requirements compare to what member cities are already requiring.

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Mayor Ramsey agreed that the Council needs to get more information about the LRRWMO, the Third Generation Plan, and the City’s requirements for its membership.

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Mayor Ramsey stated the Council needs more information, such as an executive summary of the Third Generation Plan. He stated he had voted against the wetland standards while serving on the LRRWMO.

Councilmember Strommen stated she will provide an update on Ramsey’s consideration at the LRRWMO’s July meeting.

The consensus of the Council was to direct staff to provide an executive summary of the Third Generation Plan and present a comparison of Ramsey’s surety requirement with the LRRWMO’s surety requirement.

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City Attorney Goodrich advised that under Minnesota Statutes, the meeting can move into closed session to discuss pending litigation. He indicated closed session discussion will relate to the Isanti County District Court litigation titled: Isanti County vs. Keith Kiefer vs. City of Ramsey.

Motion by Councilmember Wise, seconded by Councilmember Strommen, to move to closed session to discuss confidential client attorney negotiations.

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

The City Council meeting moved into a closed session at 6:48 p.m.

The City Council reconvened in open session at 6:51 p.m.

2.05: Lower Rum River Water Management Organization (LRRWMO) – Implementation of Third Generation Plan; New Development Requirements

This item was considered prior to Item 2.04.

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City Administrator Ulrich presented future topics and asked the Council to direct requests through his office.

Councilmember Elvig requested City Administrator Ulrich address staff levels at a future Work Session.

Mayor Ramsey stated his support to streamline the process for Council consideration if non-controversial in nature.

4. MAYOR / COUNCIL / STAFF INPUT

None

5. ADJOURNMENT

Mayor Ramsey declared the Work Session of the City Council adjourned at 6:56 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a regular meeting on Tuesday, July 10, 2012, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Bob Ramsey
Councilmember Randy Backous
Councilmember David Elvig
Councilmember Colin McGlone (arrived at 7:02 p.m.)
Councilmember Sarah Strommen
Councilmember Jason Tossey
Councilmember Jeffrey Wise

Members Absent: None

Also Present: City Administrator Kurtis Ulrich
Police Chief James Way
City Clerk Jo Ann Thieling
Street Superintendent Grant Reimer
Senior Planner Timothy Gladhill
City Attorney William Goodrich
Development Manager Darren Lazan
Interim Engineer Ron Wagner

1. CALL TO ORDER

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

2. PRESENTATION

None.

3. CITIZEN INPUT

None.

4. CONSENT AGENDA

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

- 4.01: Note Name Change of Whiskey Jack's to Willy McCoys
- 4.02: Accept Resident Petition to Consider the Installation of a 4-Way Stop Sign at 145th Lane and Tungsten Way
- 4.03: Consider Request for Amendment to Declaration of Easements at 8071 Riverdale Drive NW; Case of Arbor Commercial Group
- 4.04: Approve the Following City Council Meeting Minutes:
 - 1) City Council – Regular Meeting – May 22, 2012
 - 2) City Council – Regular Meeting – June 12, 2012
- 4.05: Approve Licenses:

Special Events

City of Ramsey – Happy Days, 7550 Sunwood Drive NW, Ramsey, MN 55303

Peddler/Solicitor

Southwestern Advantage, 2451 Atrium Way, Nashville, TN 37214

- 4.06: Introduce Ordinance to Amend City Code Chapter 10 – Animals, Article III Dogs
- 4.07: Introduce Ordinance Amending the City Code Relating to Noise Nuisance/Sound Levels
- 4.08: Adopt Resolution #12-07-102 Approving Cash Disbursements made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 21, 2012 through July 5, 2012
- 4.09: Adopt Resolution #12-07-103 Establishing an Absentee Ballot Board in the City of Ramsey
- 4.10: Adopt Resolution #12-07-104 Appointing Election Judges for the Primary Election on August 14, 2012

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

5. APPROVE AGENDA

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

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

Councilmember McGlone arrived at 7:02 p.m.

Due to an error in the “Ramsey City Council Candidates” article in the *Ramsey Resident* relating to At Large Ward 4 candidates, City Clerk Thieling read the corrected article.

6. PUBLIC HEARING

None.

7. COUNCIL BUSINESS

7.01: Consider Permanent Sign Permit Application for City Owned Property at 14550 Armstrong Boulevard NW; Case of Ramsey Raceway

Senior Planner Gladhill reviewed the staff report and answered questions of the Council relating to the request. He indicated the proposed sign will not impact drainage and Connexus will be asked to confirm the location does not conflict with its overhead lines. It was noted an escrow is not required; however, removal of the sign is tied into the Ramsey Raceway lease.

Motion by Councilmember Elvig, seconded by Mayor Ramsey, to approve the request for a permanent sign at 14550 Armstrong Boulevard NW as requested, contingent upon review by the Building Official.

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

7.02: Consider Options Related to an Approved Conditional Use Permit for Motor Vehicle Sales at 8175 Riverdale Drive NW

Senior Planner Gladhill reviewed the staff report and indicated staff thinks the 60-day extension is adequate to complete City review and the LRRWMO approval process and still complete the project prior to frost. Staff will inform the Council if the terms of the CUP are not met.

Motion by Councilmember McGlone, seconded by Councilmember Wise, to approve a sixty (60) day extension so the Permittee and property owner can provide updated, complete grading/drainage plans for review and approval by the City and complete the installation of surfacing to comply with the approved conditional use permit.

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

7.03: Approve Amending Council Meeting Schedule

City Clerk Thieling reviewed the staff report.

Motion by Councilmember Backous, seconded by Mayor Ramsey, to cancel the August 7 City Council Work Session, reschedule the August 14 meetings to Monday, August 13, cancel the August 21 Public Works Committee meeting, cancel the November 6 Council Work Session, cancel the December 25 Regular City Council Meeting and the January 1 City Council Work Session, with the understanding that if something comes up that is timely, make-up meetings can be scheduled with proper notice.

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

7.04: Consider Preliminary Plat, Final Plat and Zoning Amendment for COR THREE (North Commons) Located North of Bunker Lake Boulevard and East of Armstrong Boulevard; Case of City of Ramsey Housing and Redevelopment Authority (HRA)

Senior Planner Gladhill and Development Manager Lazan reviewed the staff report and answered questions of the Council relating to property use and drainage.

Motion by Mayor Ramsey, seconded by Councilmember Wise, to adopt Resolution #12-07-105 approving the Preliminary Plat for COR THREE (North Commons) Located North of Bunker Lake Boulevard and East of Armstrong Boulevard; Case of City of Ramsey Housing and Redevelopment Authority (HRA); adopt Resolution #12-07-106 approving the Final Plat for COR THREE (North Commons) Located North of Bunker Lake Boulevard and East of Armstrong Boulevard; Case of City of Ramsey Housing and Redevelopment Authority (HRA); and, to introduce an Ordinance Approving the Zoning Amendment for the Four (4) Single-Family Lots adjacent to North Commons from COR-5 to COR-4a, contingent upon:

1. Required amendments as outlined in the staff report file dated June 15, 2012
2. Approval of the Zoning Amendment for the four (4) single-family units within North Commons
3. Response from the Anoka County Highway Department

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

7.05: Consider Off-Street Parking Options for Game Fair Area

Senior Planner Gladhill reviewed the staff report and answered questions of the Council.

The Council discussed whether the location of parking should be extended. It was noted staff's intent was to locate parking near a crosswalk on Armstrong Boulevard to address pedestrian safety.

The consensus of the Council was to support a temporary two-week waiver of the City's off-street parking ordinance in regard to surfacing requirements for the Game Fair and allow past practice to provide off-street spectator parking through a combination of parking available at Central Park (with shuttle service provided by the Ramsey Lions) and adjacent residential units.

7.06: Sunwood Drive Construction Services Contract

City Administrator Ulrich reviewed the Council's previous discussion and clarified that Anoka County has indicated it did not have an issue working with Landform; however, had past issues with inspectors with which they were not familiar.

Interim Engineer Wagner indicated he looked at both contracts and found they were similar in cost. The Landform contract is \$70,000 but does not include the Armstrong Boulevard plans,

which is estimated at \$4,700. The WSB contract is \$75,000. He indicated if Anoka County has no issue with Landform, it is at the discretion of the Council.

City Attorney Goodrich stated he reviewed the Landform contract and advised it is between the HRA and Landform, not the City. The project under consideration is a City project so the Council has the ability to contract with either firm.

Development Manager Lazan, representing Landform, advocated for approval of the Landform contract.

Tony Heppelmann, WSB & Associates Vice President, advocated for approval of the WSB contract.

Motion by Councilmember Elvig, seconded by Councilmember Backous, to approve Option 1: If the City Attorney's opinion matches the former City Engineer's interpretation of the HRA contract with Landform, staff's recommendation remains unchanged. Staff recommends that the City Council award the Project Engineering, Construction Staking and Record Plans components to WSB & Associates in the estimated amount of \$75,000 with the City performing the Construction Administration and Inspection. Staff recommends awarding Landform a Project Engineering budget of \$15,000 to assist in the interpretation of the Sunwood Drive plans and specifications.

Further discussion: The Council debated the cost of each contract component and asked questions of staff. Mayor Ramsey and Councilmembers McGlone and Wise voiced support to award the contract to Landform, believing it was the low bid. Councilmembers Backous, Elvig, Strommen and Tossey voiced support to award the contract to WSB, per staff's recommendation. City Administrator Ulrich indicated staff's recommendation has not changed, the prices are near level, and staff had clarified previous comments about the ability of Landform to do the job with Anoka County.

Motion by Councilmember Elvig, seconded by Councilmember Tossey, to call the question.

Motion to call the question carried. Voting Yes: Mayor Ramsey, Councilmembers Elvig, Tossey, Backous, McGlone, Strommen, and Wise. Voting No: None.

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

7.07: Consider Request for 100 Square Foot Temporary Sign for Game Fair

Senior Planner Gladhill reviewed the staff report.

Motion by Mayor Ramsey, seconded by Councilmember Backous, to authorize the display of a 100 square foot temporary sign to promote the Game Fair contingent upon compliance with all other temporary sign regulations, such as duration, location and obtaining the necessary permit,

and providing written authorization from the property owner of the parcel the sign will be located.

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

8. MAYOR, COUNCIL AND STAFF INPUT

Mayor Ramsey announced upcoming events and asked those interested in volunteering for the Beyond the Yellow Ribbon effort to contact City Hall.

City Administrator Ulrich announced the upcoming recreational vehicle training session and events.

9. ADJOURNMENT

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

Motion carried.

The regular meeting of the City Council adjourned at 8:05 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

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4. MAYOR / COUNCIL / STAFF INPUT

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5. ADJOURNMENT

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Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
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Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a regular meeting on Tuesday, July 24, 2012, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

Members Absent: None

Also Present: Deputy City Administrator/Finance Director Diana Lund
Police Chief James Way
Human Resources Manager Colleen Lasher
City Clerk Jo Ann Thieling
Development Services Manager Timothy Gladhill
Assistant Planner/Environmental Coordinator Chris Anderson
Management Analyst Patrick Brama
City Attorney William Goodrich
Development Manager Darren Lazan
Interim Engineer Ron Wagner

1. CALL TO ORDER

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

2. PRESENTATION

None.

3. CITIZEN INPUT

Todd Embury, 9041 159th Lane NW, Ramsey, thanked the Council for the sidewalk on Alpine Drive and stated his concern with the obscured view at the western quadrant of the Puma Street and Alpine Drive intersection.

The Council thanked Mr. Embury for bringing forward this concern and directed staff to inspect this corner and determine whether it meets sight triangle requirements.

City Clerk Thieling advised of a correction to the July/August issue of the *Ramsey Resident* relating to candidates in the primary election.

4. CONSENT AGENDA

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

- 4.01: Receive May 2012 Financial Reports – General Fund and Enterprise Funds
- 4.02: Receive Cash and Investments for Period Ending May 31, 2012
- 4.03: Receive plans and specifications and authorization to bid City Project #12-23; SAP 199-107-009 Alpine Drive Reconstruction
- 4.04: Note the following Boards and Commissions Meeting Minutes:
 - 1) June 4, 2012 – Environmental Policy Board Meeting Minutes
 - 2) June 7, 2012 – Planning Commission Meeting Minutes
 - 3) June 14, 2012 – Economic Development Authority Meeting Minutes
- 4.05: Approve Exemption for a Gambling License for True Calling Outdoors, Inc.
- 4.06: Approve License Applications:
 - Special Events
 - Freedom Christian Center, 6937 Highway #10 NW, Ramsey, MN 55303
- 4.07: Consider Change Order for City Improvement Project #12-24 Division B
- 4.08: Consider Street Light Installation Contract with Connexus Energy for Sunwood Drive Realignment
- 4.09: Adopt Resolution #12-07-107 adopting Findings of Fact #0904 regarding a Request for an Interim Use Permit for Grading and Mining Activities on Outlots A and B, Elmcrest Sanctuary; Case of Oakwood Land Development, Inc.; and adopt Resolution #12-07-108 approving the Interim Use Permit.
- 4.10: Adopt Resolution #12-07-109 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 6, 2012, through July 18, 2012
- 4.11: Adopt Resolution #12-07-110 Authorizing Partial Payment to Knutson Construction for IP 10-22 Municipal Parking Ramp, Phase II
- 4.12: Adopt Resolution #12-07-111 Authorizing Partial Payment to Julian M. Johnson Construction Corp. for IP 12-24 Storm Sewer Improvements Division B
- 4.13: Adopt Resolution #12-07-112 Authorizing Partial Payment to Dryden Excavating for IP 12-24 Storm Sewer Improvements Division A
- 4.14: Report from the Personnel Committee Meeting dated July 10, 2012:
 - 1) Consider Resolution to Authorize Staff Position/Wage Modifications Due to Organizational Changes – *Ratify the recommendation of the Personnel Committee to adopt Resolution #12-07-113, which upon City Approval, will direct staff to make the following modifications based on already established pay scales:*

- *Change the Senior Planner position, occupied by Tim Gladhill, to that of the Development Services Manager, effective July 1, 2012, at Step 2 of the wage scale.*
 - *Change the Human Resources Representative position, occupied by Colleen Lasher, to that of the Human Resources Manager, effective July 1, 2012, at Step 1 of the wage scale.*
 - *Change the Senior Accountant position, occupied by Denelle McAlpine, to that of the Assistant Finance Director, effective July 1, 2012, at Step 1 of the wage scale.*
 - *Change the Lieutenant position, occupied by Jeff Katers, to that of the Support Services Captain, effective July 1, 2012, at Step 5 of the wage scale.*
 - *Change the Associate Planner/Environmental Coordinator's pay scale to that of the Associate Planner at Step 6 of the wage scale.*
- 2) Review of Recent Employee Exit Interviews – *Informational; no action required.*

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

5. APPROVE AGENDA

Motion by Mayor Ramsey, seconded by Councilmember Backous, to approve the agenda as revised to add Item 7.9, Update on Sunwood Drive Realignment Project, and Item 7.10, Update on Landform Billing.

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

6. PUBLIC HEARING

None.

7. COUNCIL BUSINESS

7.01: Request for Amended Development Contract and Release from Previous Development Agreement (THE PONDS); Case of First Phoenix Group

Development Services Manager Gladhill reviewed the staff report and answered questions of the Council, noting this is strictly a matter of deferring payment.

Motion by Councilmember Elvig, seconded by Mayor Ramsey, to approve the amended development contract and release from previous development agreement (THE PONDS); Case of First Phoenix Group.

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

7.02: Consider Approval of Five (5) Year Curbside Recycling Contract with ACE Solid Waste, Inc.

Assistant Planner/Environmental Coordinator Anderson reviewed the staff report.

Motion by Councilmember Wise, seconded by Mayor Ramsey, to approve a five-year curbside recycling contract with ACE Solid Waste, Inc.

Further discussion: The Council commended Assistant Planner/Environmental Coordinator Anderson for his work to improve the City's recycling program.

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

7.03: Introduce Ordinance to Establish GF Game Fair Off-Street Parking Overlay District

Development Services Manager Gladhill reviewed the staff report.

Motion by Councilmember McGlone, seconded by Councilmember Wise, to introduce an Ordinance to Establish GF Game Fair Off-Street Parking Overlay District.

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

7.04: Adopt Ordinance Approving Zoning Amendment for COR THREE

Development Services Manager Gladhill reviewed the staff report.

Motion by Councilmember Ramsey, seconded by Councilmember Wise, to waive the City Charter requirement to read the ordinance aloud and adopt Ordinance #12-09 Approving Zoning Amendment for COR THREE.

A roll call vote was performed by the Recording Secretary:

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

Motion carried.

7.05: Consider Resolution #12-07-XXX to Approve a Revised Comprehensive Plan Amendment for The COR

Development Services Manager Gladhill and Development Manager Lazan reviewed the staff report and answered questions of the Council relating to the proposed Comprehensive Plan amendment and process to update the original AUAR. It was noted reference to a community center is simply a placeholder in the Comprehensive Plan and the City is not considering that type of project at this point. They explained the need to update the AUAR and amend the Comprehensive Plan to address inconsistencies and assure the traffic counts and housing components are consistent and more trips will not be generated than the infrastructure can accommodate.

Councilmembers Elvig and Strommen expressed concern there would be financial ramifications to the City, now or in the future, if revised projections are not met or a reviewing agency does not support the updated AUAR.

Development Services Manager Gladhill explained that is the reason staff is taking the approach to update the AUAR, so those questions can be answered. He noted this is only an AUAR update and the City already has a lot of baseline information. Once updated, staff can pursue grant opportunities and properly plan for infrastructure needs.

Councilmember Strommen raised questions on the process of updating the AUAR, amending the Comprehensive Plan, and whether the review process may result in additional changes.

Development Services Manager Gladhill explained that the data in the AUAR and Comprehensive Plan dovetail. He described the process for review by the Environmental Quality Board and other agencies as well as the allowed comment period. The Council will be notified of agency comments, if any, and he is confident nothing major will come up during the AUAR comment period.

At the request of Councilmember Strommen, Development Services Manager Gladhill recapped the discussion held by the Planning Commission.

Councilmember Strommen suggested several formatting revisions to the technical memorandum to improve readability and clarity.

Motion by Mayor Ramsey, seconded by Councilmember Wise, to adopt Resolution #12-07-114 Approving a Revised Comprehensive Plan Amendment for The COR.

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

7.06: Adopt Ordinance Amending the City Code Relating to Noise Nuisance/Sound Levels

Police Chief Way reviewed the staff report and advised that it met criteria to issue a citation if a complaint is received that the sound level is a nuisance. The complainant would be expected to give court testimony as to the level of annoyance.

Motion by Councilmember Elvig, seconded by Councilmember Backous, to waive the City Charter requirement to read the ordinance aloud and adopt Ordinance #12-10 Amending the City Code Relating to Noise Nuisance/Sound Levels.

A roll call vote was performed by the Recording Secretary:

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

Motion carried.

7.07: Adopt Ordinance to Amend City Code Chapter 10 – Animals, Article III Dogs

Police Chief Way reviewed the staff report.

Motion by Councilmember Wise, seconded by Councilmember Backous, to waive the City Charter requirement to read the ordinance aloud and adopt Ordinance #12-11 Amending City Code Chapter 10 – Animals, Article III Dogs.

A roll call vote was performed by the Recording Secretary:

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

Motion carried.

Councilmembers McGlone and Backous left the Council Chambers at 7:58 p.m.

7.08: Consider Acquisition of Tax Forfeit Properties and Resolution #12-07-XXX Authorizing Acquisition of Tax Forfeit Property for Utility Easement Purposes

Management Analyst Brama reviewed the staff report.

Motion by Councilmember Elvig, seconded by Councilmember Wise, to adopt Resolution #12-07-115 Authorizing Acquisition of Tax Forfeit Property for Utility Easement Purposes.

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

7.09: Update on Sunwood Drive Realignment Project

Interim Engineer Wagner provided an update on the Sunwood Realignment Project and answered questions of the Council. It was noted that during the first few days of the project, work occurred on property the City did not own. Interim Engineer Wagner stated they would ask the contractor about that situation and whether a change order will result.

Councilmember Backous returned to the Council Chambers at 8:03 p.m.

The Council discussed the existing “roller coaster” grade of Zeolite Street and whether it was cost efficient to complete the final grade.

Mayor Ramsey indicated he had spoken with City Administrator Ulrich and Interim Engineer Wagner about this matter and it was concluded to be too late for that type of change because the manhole covers would also have to be lowered, causing significant delay in the project.

7.10: Update on Landform Billing

Mayor Ramsey explained that in response to a question raised why the City has paid Landform, The COR Development Management Team, “over \$1 million over the last 2.5 years” he had asked Development Manager Lazan to provide clarification.

Development Manager Lazan presented the Development Management Contract costs for the first seven months of 2012 for each of the four primary categories: Administration, Incentive Based Compensation, Project Based Compensation, and Reimbursable Expenses.

Councilmember McGlone returned to the Council Chambers at 8:16 p.m.

Mayor Ramsey stated this information makes it clear that it would probably have cost twice this amount to complete the work in house. He noted the effort to consultants only increased 2% when the City lost the Deputy City Administrator.

In response to Councilmember Strommen, Development Manager Lazan indicated there was some overlap between Administration and Incentive and he had detailed Administration because he believed it was a fair reflection of what the City would have paid to complete that work.

To get a fair comparison, Councilmember Strommen requested the total costs for Landform and other consultants and contractors that have been involved in The COR. She also requested staff

provide information on staffing costs for The COR, noting positions have been eliminated; however, those functions remain and some may have been outsourced.

Councilmember Elvig stated his concern in the way this agenda item came about and was presented, noting it involved an HRA consideration.

8. MAYOR, COUNCIL AND STAFF INPUT

Upcoming meetings and events were announced.

9. ADJOURNMENT

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

Motion carried.

The regular meeting of the City Council adjourned at 8:29 p.m.

Respectfully submitted,

Diana Lund
Deputy City Administrator/Finance Director

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

Meeting Date: 08/13/2012

By: Tim Gladhill, Community Development

Information

Title:

Request for Certificate of Completion at 14220 Basalt St NW

Background:

In 2008, the City executed a Contract for Private Development (TIF Agreement) with Asset Resources and Acquisition, LLC for a redevelopment project at 14220 Basalt St NW. Exhibit E of said Agreement is entitled the 'Certificate of Completion'. The Certificate of Completion is to be executed upon completion of the minimum improvements. The Agreement defines the minimum improvements as the improvements required of the site plan approval. It appears that those improvements have been completed, and the building has been occupied for a number of years.

Notification:

No notification is required.

Observations:

It appears that the Minimum Improvements have been completed, and thus, Staff would recommend approval of the Certificate of Completion.

Staff notes that an Outstanding Balance remains on the Statement of Account for the original site plan review escrow. However, the Property has since transferred ownership, and is not controlled by the *original* Developer/Property Owner. The Outstanding Balance has been sent to a collections agency in an attempt to collect the Outstanding Balance. According to the current Property Owner, a closing is scheduled for the coming weeks. Execution of the Certificate of Completion is necessary to complete marketable title for the Property.

Please note: Staff is still in the process of completing review of all outstanding obligations related to the TIF Agreement with the original Developer. Staff will provide a more detailed update on that analysis at the meeting.

Recommendation:

Staff recommends approval of the Certificate of Completion, subject to final verification of completion of required improvements and approvals.

Funding Source:

Review of the request is being handled as part of regular Staff duties.

Council Action:

Motion to approve Certificate of Completion for 14220 Basalt St NW, contingent upon review by the City Attorney as to legal form and final verification that the Minimum Improvements have been completed.

Attachments

Site Location Map

Certificate of Completion

Contract for Private Development

Form Review

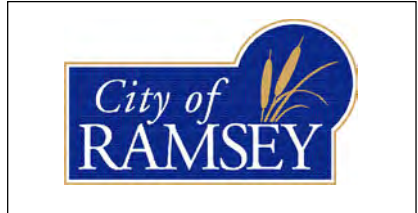
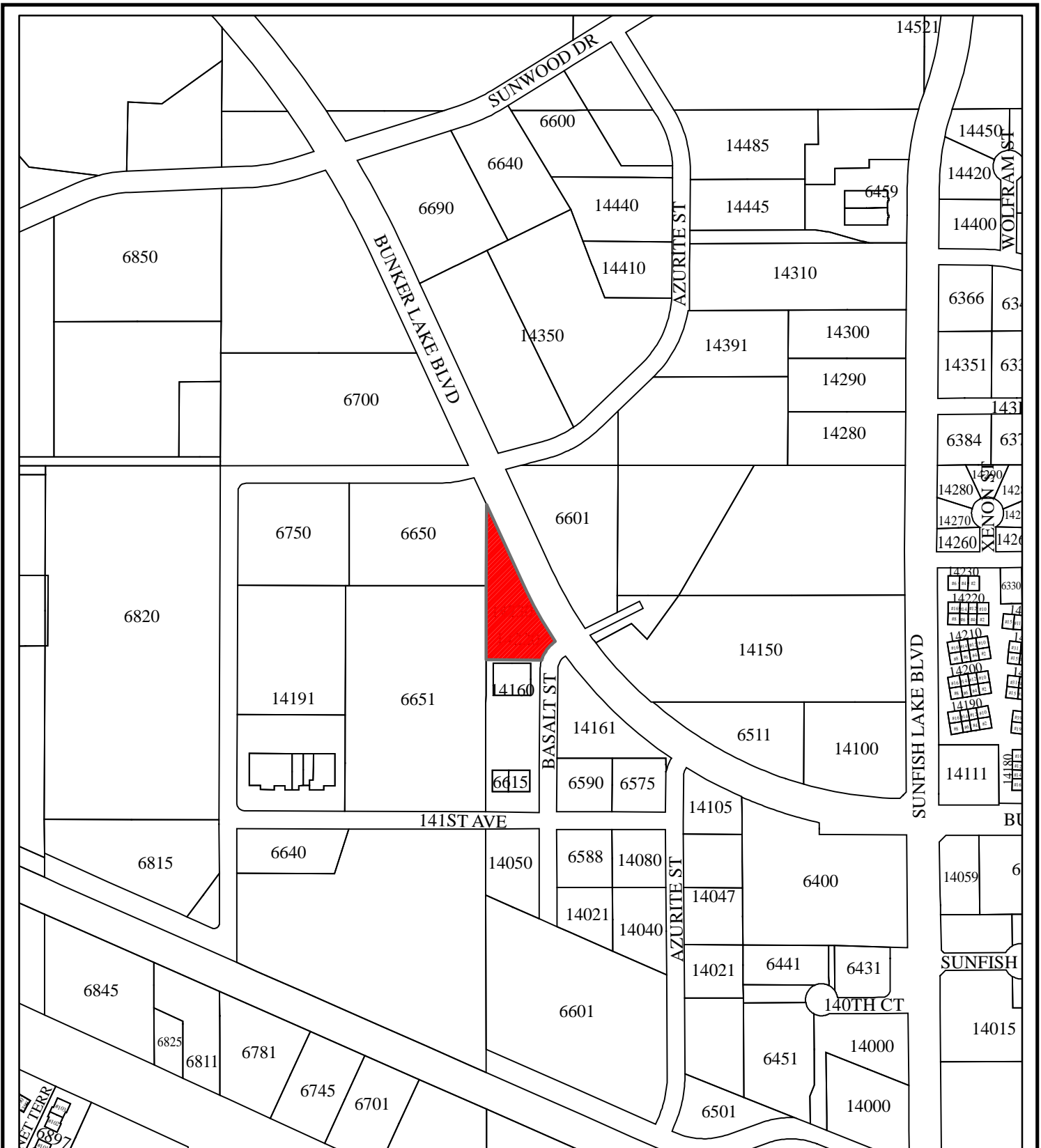
Inbox
Patrick Brama
Kurt Ulrich

Reviewed By
Patrick Brama
Kurt Ulrich

Date
08/09/2012 02:17 PM
08/09/2012 03:10 PM
Started On: 07/31/2012 10:17 AM

Form Started By: Tim Gladhill

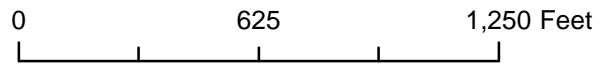
Final Approval Date: 08/09/2012



14220 Basalt St NW

Legend

- Site
- Parcels



FORM OF CERTIFICATE OF COMPLETION

The undersigned hereby certifies that Asset Resources And Acquisition, LLC, a Minnesota Limited Liability Company, has fully and completely complied with its obligations under Article III of that document entitled "Contract for Private Development", dated January 22, 2008 between the City of Ramsey, Minnesota and Asset Resources And Acquisition, LLC, a Minnesota Limited Liability Company, recorded in the office of the Anoka County Recorder as Document Number _____ (the "Agreement"), with respect to construction of the Minimum Improvements on the real estate which is legally described as follows:

Lot 5, Block 4, Gateway North Industrial Park Plat 2

(the "Development Property") in accordance with the Construction Plans, and is released and forever discharged from its obligations under the above referenced Article III of the Agreement.

In addition, a Lien Agreement between Asset Resources And Acquisition, LLC, a Minnesota Limited Liability Company and the City of Ramsey dated _____ and recorded in the office of the Anoka County Recorder as Document Number _____ is hereby terminated and the lien against the Development Property created thereby released and discharged.

CITY OF RAMSEY

Dated: _____

By: _____
Its Mayor

Attest By: _____
Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, _____, before me, a Notary Public, personally appeared _____ and _____ to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporate seal of said Municipal Corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said Thomas G. Gamec and Kurtis G. Ulrich acknowledge said instrument to be the free act and deed of said Municipal Corporation.

Signature of Notary Public

Copy.

CONTRACT FOR PRIVATE DEVELOPMENT

BETWEEN

THE CITY OF RAMSEY, MINNESOTA

AND

**ASSET RESOURCES AND ACQUISITION, LLC, A MINNESOTA
LIMITED LIABILITY COMPANY**

Dated: January 22, 2008

This Instrument Drafted by:

City of Ramsey
7550 Sunwood Drive Northwest
Ramsey, MN 55303

Reviewed by:

Randall and Goodrich P.L.C.
2140 4th Avenue North
Anoka, MN 55303

THIS AGREEMENT, made and entered as of this 22nd day of January, 2008, by and between the **City of Ramsey**, a Minnesota municipal corporation, having its principal office at 7550 Sunwood Drive Northwest, Ramsey, Minnesota (the “City”), and **Asset Resources And Acquisition, LLC, a Minnesota Limited Liability Company**, having its principal office at 9243 East River Road, Coon Rapids, MN 55433 (the “Developer”).

WITNESSETH:

WHEREAS, the City has created and established Development District No. 1 (“District”) and Tax Increment Financing District No. 2 (“TIF District”) pursuant to the authority granted in Minnesota Statutes, Sections 469.124 through 469.134 and Sections 469.174 through 469.179; (collectively, “the Acts”); and

WHEREAS, pursuant to the Acts, the City has adopted a Development District Program (“Program”) and a Tax Increment Financing Plan (“TIF Plan”) to finance all or a portion of the public development costs of the District; and

WHEREAS, in order to achieve the objectives of the Program and TIF Plan as hereinafter defined and particularly to make land in the District available for development by private enterprise for and in accordance with the Program, the City has determined to provide substantial aid and assistance through the sale of bonds and other obligations to finance public development costs in the District; and

WHEREAS, the Developer has proposed a development as hereinafter defined within the District which the City has determined will promote and carry out the objectives for which development in the District has been undertaken, will assist in carrying out the obligations of the Program and TIF Plan, will be in the vital best interests of the City, and the health, safety, morals and welfare of its residents, and is in accord with the public purposes and provisions of the applicable state and local laws and requirements under which development in the District has been undertaken and is being assisted; and

WHEREAS, the City intends to construct certain improvements listed in its capital improvement program including, but not limited to, additional wells and water towers, using the increments generated by the projects constructed in the Tax Increment Financing Districts; and

WHEREAS, the City intends to provide an inducement to Developer to acquire title to the Development Property and to cause the initiation of construction of a combined office/manufacturing/warehouse facility; and

WHEREAS, the requirements of the Business Subsidy Act, Minnesota Statutes, Section 116J.993 through 116J.995, apply to this Agreement (the “Business Subsidy Act”); and

WHEREAS, the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Act, after a public hearing for which notice was published; and

WHEREAS, the Council has approved this Agreement as a subsidy agreement under the Business Subsidy Act.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the City and the Developer, each party does hereby represent, covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS, EXHIBITS, RULES OF INTERPRETATION

Section 1.1. Definitions. In this Agreement, the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

- (a) Benefit Date. The date of the building permit issued by the City for the redevelopment of the property.
- (b) Certificate of Completion. A certificate in the form of **Exhibit E** to this agreement to be issued by the City to the Developer upon substantial completion of the Minimum Improvements.
- (c) City. The City of Ramsey, Anoka County, Minnesota.
- (d) Closing Date. April 30, 2008 or such earlier date on which the parties may agree.
- (e) Construction Plans. Collectively, the plans, drawings, and related documents described in **Exhibit B** to this agreement.
- (f) Council. The City Council of the City of Ramsey.
- (g) Developer. **Asset Resources and Acquisition, LLC, a Minnesota Limited Liability Company**.
- (h) Development Property. The property legally described in **Exhibit A** hereto.
- (i) Development District ("District"). Development District No. 1, created by the City pursuant to M.S. § 469.124 through § 469.134 and described in the Program adopted therefore.
- (j) Development District Program ("Program"). The plan for development of the District adopted by the City pursuant to M.S. §469.124 through §469.134.
- (k) Holder. The owner of a Mortgage.
- (l) Market Value. The market value of the Development Property and the Minimum Improvements as determined by the County Assessor in accordance with M.S. §223.11 (or as finally adjusted by an assessor, board of equalization, commissioner of revenue, or any court).

- (m) Maturity Date. The earlier of (i) December 31, 2012 and (ii) the date all financial assistance provided by the City described in Section 2.2(i) has been recovered from Tax Increments generated by the Development Property.
- (n) Minimum Improvements. The office/warehouse facility to be constructed by Developer in accordance with the Construction Plans.
- (o) Minimum Market Value. The minimum market value for the Development Property as set forth in Section 6.1 hereof.
- (p) Mortgage. The mortgage references in Article VII of this Agreement and any other instrument creating an encumbrance or lien upon the Development Property or any part thereof, as security for a loan.
- (q) Net Tax Increment. The remaining increment after the subtraction of County and reasonable City Administrative Charges, Fiscal Disparities Contributions, State General Tax, Original Tax Capacity and all other charges required by the Acts.
- (r) Project. The initial construction of the Minimum Improvements having a Minimum Market Value of **One Million Four Hundred Thousand Dollars and 00/100's (\$1,400,000.00)**.
- (s) Public Improvements. Collectively, the public improvements to be constructed by the City and described in Article IV.
- (t) Site Improvement Plans. Collectively, the plans, drawings and related documents described in **Exhibit C** of this agreement.
- (u) Tax Increment. The tax increments derived from the Development Property which have been received by the City in accordance with the provisions of Minnesota Statutes, Section 469.177.
- (v) Tax Increment Bonds ("TIF Bonds"). The general obligation tax increment bonds issued by the City to finance the Public Improvements on the Development Property and related costs: The term also includes any bonds or obligations issued to refund any TIF Bonds.
- (w) Tax Increment Financing District ("TIF District"). TIF District No. 2 created by the City pursuant to M.S. § 469.174 through § 469.179 and described in the TIF Plan adopted therefore.
- (x) Tax Increment Financing Plan ("Plan"). The plan for development of the TIF District adopted by the City pursuant to M.S. §469.174 through §469.179.
- (y) Unavoidable Delays. Delays beyond the reasonable control of the party seeking to be excused as a result thereof, which are the direct result of strikes, other labor troubles, civil disorder, failure or interruption of power, condemnation, riots, insurrections, war, fuel shortages, acts of God, fire or other casualty to the

Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the City in exercising its rights under this Agreement) which directly result in delays.

- (z) Other Terms. Terms defined in other sections of this agreement have the meanings given them.

Section 1.2. Exhibits. The following Exhibits are attached to and, by reference, made a part of this Agreement:

- A. Legal Description of Development Property
- B. Construction Plans
- C. Development Permit
- D. Assessment Agreement and Certification of County Assessor
- E. Form of Certificate of Completion
- F. Lien Agreement
- G. Agreement to Pay Deficiencies

Section 1.3. Rules of Interpretation.

- (a) This Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota.
- (b) The words “herein” and “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof.
- (c) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.
- (d) Any titles of the several parts, articles, and sections of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provisions.

ARTICLE II

REPRESENTATION AND UNDERTAKINGS

Section 2.1. By the Developer. The Developer makes the following representations and undertakings:

- (a) The Developer has the legal authority and power to enter into this Agreement and is duly organized and existing limited liability company under the laws of the State of Minnesota.
- (b) The Developer will construct the Minimum Improvements in accordance with the terms of this Agreement, the Program, the TIF Plan, and all local, state and federal laws and regulations.
- (c) Upon completion of the Minimum Improvements, the Developer shall operate and maintain, or cause to be operated and maintained, the Minimum Improvements until the Maturity Date.
- (d) That Minimum Improvements will be permitted uses under City ordinance, and will be constructed in conformity with the Program and TIF Plan, and will be constructed by the Developer together with land at a minimum market value of at least **One Million Four Hundred Thousand and 00/100's Dollars (\$1,400,000.00)**.
- (e) The Developer has received no notice or communication from any local, state or federal official that the activities of the Developer or the City in the Development District may be, or will be, in violation of any environmental law or regulation (other than those notices or communications of which the City is aware). The Developer is aware of no facts, the existence of, which would cause it to be in violation of or give any person a valid claim under any local, state or federal environmental law, regulation or review procedure.
- (f) Subject to Unavoidable Delays, the Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.
- (g) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of, or compliance with, the terms and conditions of this Agreement, is prevented, limited by, or conflicts with, or results in a breach of the terms, conditions, or provisions of any partnership restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which the Developer is bound, or constitutes a default under any of the foregoing.

- (h) The Developer will cooperate with the City with respect to any litigation, other than litigation in which the City and the Developer are adverse parties, commenced with respect to the TIF Plan, the Program, or Minimum Improvements.
- (i) Business Subsidies Act.
 - (i) In order to satisfy the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the Business Subsidies Act), the Developer acknowledges and agrees that the amount of the Business Subsidy granted by the City to the Developer under this Agreement is One Hundred Fifty Thousand and 00/100's Dollars (\$150,000) which is an amount equal to the financial assistance provided by the City that includes the financing the purchase of the Development Property. The Developer further acknowledges that the Business Subsidy is needed because the Project is not sufficiently feasible for the Developer to undertake without the Business Subsidy. The Tax Increment District is an economic development district and the public purpose of the Business Subsidy is to encourage the redevelopment of the Development Property in the City. The Developer agrees that it will meet the following goals (the "Goals"): It will create at least Seven (7) full time jobs in connection with the operation and maintenance of the Minimum Improvements at an hourly wage of at least \$14.00 per hour within two years from the Benefit Date, which is the date of the building permit issued by the city for the construction of the Minimum Improvements.
 - (ii) If the Goals are not met, the Developer agrees to repay all or a part of the Business Subsidy to the City, plus interest ("Interest") set at the implicit price deflator defined in Minnesota Statutes, Section 225.70, Subdivision 2, accruing from and after the Benefit Date, compounded semiannually. If the Goals are met in part, the Developer will repay a portion of the Business Subsidy (plus Interest) determined by multiplying the Business Subsidy by a fraction, the numerator of which is the number of jobs in the Goals which were not created at the wage level set forth above and the denominator of which is Seven (7) (i.e. number of jobs set forth in the Goals). The Developer agrees to continue its operations consisting of the Minimum Improvements on the Development Property for at least five years after the Benefit Date.
 - (iii) The Developer agrees to (i) report its progress on achieving the Goals to the City until the Goals are met, or the Business Subsidy is repaid, whichever occurs earlier, (ii) include in the report the information required in Subdivision 7 of the Jobs Act on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to the City. The Developer agrees to file these reports with the City no later than January 1 of each year commencing January 1, 2009, and within 30 days after the deadline for meeting the Goals. The City agrees that if it does not receive the reports, it will mail the Developer a warning within one week of the required filing date. If within 14 days of

the post marked date of the warning the reports are not made, the Developer agrees to pay to the City a penalty of \$100 for each subsequent day until the report is filed up to a maximum of \$3,000.

- (iv) The Developer agrees to continue operations consisting of the Minimum Improvements on the Development Property for at least five (5) years after the Benefit Date. With the exception of financing provided by SBA or the Department of Employment and Economic Development (DEED), there are no other state or local government agencies providing financial assistance for the Project other than the City.
- (v) There is no parent corporation or other entity of the Developer.
- (j) The Developer shall pay to the City all of its legal and administrative expenses that are incurred by the City in association with the project within 15 days of a written notice by the City indicating the legal and administrative expenses that are currently due and owing in an amount not to exceed \$5,000.00.
- (k) Until the Maturity Date the Developer shall operate the Minimum Improvements as a manufacturing or warehousing, storage and distribution facility.

Section 2.2. By the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

- (a) The City is authorized by law to enter into this Agreement and to carry out its obligations hereunder.
- (b) The City has found that the TIF District is an “redevelopment tax increment financing district,” pursuant to M.S. § 469.174.
- (c) The City will, in a timely manner, subject to all notification requirements, review and act upon all submittals and applications of the Developer, and will cooperate with the efforts of the Developer to secure the granting of any permit, license, or other approval required, to allow the construction of the Minimum Improvements; provided, however, that nothing contained in this subparagraph shall be construed to limit in any way the reasonable and legitimate exercise of the City’s discretion in considering any submittal or application.
- (d) The activities of the City are undertaken for the purpose of fostering the redevelopment of certain real property which, for a variety of reasons, is presently unutilized and underutilized and for the purpose of promoting economic development and the creation of employment opportunities.
- (e) The City will cooperate with the Developer with respect to any litigation, other than litigation in which the City and the Developer are adverse parties, commenced with respect to the TIF Plan, Program, or Minimum Improvements.

- (f) The Development Property is properly zoned for the developer's intended use and the Minimum Improvements contemplated by the Construction Plans are in conformity with the Program and TIF Plan.
- (g) The City has received no notice or communication from any local, state or federal official that the activities of the Developer or the City in the Development District may be, or will be, in violation of any environmental law or regulation (other than those notices or communications of which the Developer is aware). The City is aware of no facts, the existence of, which would cause it to be in violation of, or give any person a valid claim, under any local, state or federal environmental law, regulation or review procedure.
- (h) The City will provide the Financial Assistance to the Developer determined as follows:

Value of Development Property	\$230,000
TIF Assistance (the "Financial Assistance")	<u>\$150,000</u>
Developer's Net Development Property Cost	\$80,000

On the Closing Date, Developer agrees to pay to the City the difference between the value of the Development Property less the Financial Assistance which is the Developer's Net Development Property Cost

Section 2.3. Title. City, at City's expense, shall promptly obtain and deliver to Developer a Commitment for an owner's title insurance policy (ALTA Owner's Form Policy 1992) naming Developer as the proposed owner/insured of the Development Property (the "Title Commitment"). The Title Commitment shall commit to insure fee title in Developer, free and clear of all mechanic's lien claims, questions of survey, unrecorded interests, rights of parties in possession, or other exceptions.

Developer will be allowed ten (10) business days after receipt of the Title Commitment and the Survey (as hereinafter defined) for examination thereof, and for making any objections to the marketability of the title to the Development Property, said objections to be made by written notice or to be deemed waived. Developer need not object to mortgages or other monetary liens. If any objections are so made to the marketability of the title to the Development Property, City shall immediately commence and diligently endeavor to complete all actions necessary to cure the objections, including, but not limited to, the institution of "quick take" eminent domain proceedings, and shall be allowed until the Closing Date to cure such objections and make the title to the Development Property good and marketable of record in City and to obtain and deliver to Developer appropriate endorsements to the Title Commitment and an updated Survey indicating that any such objections have been cured. If not sooner satisfied, City shall satisfy any mortgages or other monetary liens against the Development Property at the closing. If the title to the Development Property, as evidenced by the Title Commitment and Survey together with any updating of the Title Commitment and Survey, is not made good and marketable of record in City on the Closing Date, Developer, at its option, may terminate this Agreement by giving written notice to City in which event this Agreement shall become null and void, and neither party shall have any further rights, obligations, or liability hereunder.

Section 2.4. Inspection. Developer, its agents and designees, are hereby granted the right, at all reasonable times, to enter upon and inspect, analyze, and test the Development Property and its various components for all reasonable purposes, including, but not limited to, investigations for the presence of asbestos, PCBs and other hazardous substances, hazardous wastes, pollutants, or contaminants on the Development Property. Developer shall pay for the cost of all investigations of the Development Property which are ordered by Developer. Developer hereby agrees to indemnify and hold City harmless from any claims, damage, costs, and liability including, without limitation, reasonable attorney's fees, resulting from the entering upon the Development Property or the performing of any of the analyses, tests, or inspections referred to in this Paragraph; however, nothing contained herein shall be deemed to require Developer to indemnify or hold City harmless from any liability for any environmental remediation which based upon Developer's tests or inspections, may be determined to be necessary, pursuant to applicable law or regulation. The provisions of this Paragraph shall survive the closing or termination of this Agreement.

Section 2.5. Environmental Audit. The Developer may, at its sole expense, obtain a currently dated phase one environmental audit ("Environmental Audit") or other additional environmental audits as may be reasonable or necessary for the Development Property.

Section 2.6. Obligations on Closing Date. At the closing, City shall execute, where appropriate, and deliver to Developer:

- (a) A warranty deed ("Deed"), properly executed on behalf of City in recordable form, conveying the Development Property to Developer. The Deed shall contain the following statement: "The City certifies that the City does not know of any wells on the described Development Property" unless City delivers a well certificate described in Subparagraph (e) hereof.
- (b) All certificates, instruments, and other documents necessary to permit the recording of the Deed.
- (c) A policy of title insurance issued pursuant to the Title Commitment, subject to no exceptions other than those accepted by Developer pursuant to Section 2.3. hereof together with those abstracts of title to any portion of the Development Property which are in the City's possession and the owners' duplicate certificate of title to any portion of the Development Property which is registered property; provided, however, Developer shall pay the premium for the policy of title insurance.
- (d) A standard Seller's Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters, properly executed on behalf of City.
- (e) Any well certificate required by M.S. § 1011.235.
- (f) The Assessment Agreement.
- (g) The Lien Agreement.

- (h) The Agreement to Pay Deficiencies.
- (i) If requested, a subordination agreement, subordinating the Lien Agreement to a First Mortgage granted against the Development Property by Developer. The terms of any subordination agreement shall be acceptable to the City.

At the closing, Developer shall execute, where appropriate, and/or deliver to the City:

- (j) The Development Permit.
- (k) The Assessment Agreement.
- (l) The Lien Agreement.
- (m) The Agreement to Pay Deficiencies.
- (n) Cashiers Check in the amount of **\$80,000.00**, payable to the City, in order to compensate the City for the Developer's Net Development Propoerty Cost.

Section 2.7. Real Estate Taxes, Special Assessments, Utility Bills and Deed Stamps. Real estate taxes due and payable in all years prior to that in which closing occurs, including any amounts otherwise payable in such years which may have been deferred pursuant to the Minnesota Statutes or other applicable law, shall be paid by City. Real estate taxes due and payable in the year in which closing occurs, including any amount otherwise payable in such year which may have been deferred pursuant to the Minnesota Statutes or other applicable law, shall be prorated as of the Closing Date based upon the parties' respective periods of ownership of the Development Property in the calendar year of closing.

On or prior to the Closing Date, City shall pay all special assessments, including, but not limited to roadway or other like improvements to the Development Property, whether or not then due, then levied against the Development Property or pending for improvements with respect to which, as of the date of this Agreement, the letting of contracts has been duly authorized by appropriate governmental action. The City shall not make any special assessments in the future for the initial construction of the Public Improvements

The Developer shall be responsible to pay the deed stamps necessary to be affixed to the warranty deed described in section 2.6.(a) above.

Section 2.8. Possession. City shall deliver possession of the Development Property to Developer on the Closing Date.

Section 2.9. Developer's Contingencies. Developer's obligation to close under this Agreement is expressly conditioned upon each of the following contingencies being satisfied or waived on or before the closing date:

- (a) The Environmental Audit and Developer's inspections and investigations of the Development Property shall have disclosed no unsatisfactory conditions or

defects, including no unsatisfactory environmental conditions that cannot be remedied by the City.

- (b) Developer having determined that the Development Property is physically suitable (including but not limited to, the elevation and soil conditions), for the construction thereon of the Minimum Improvements.
- (c) Developer having determined that it will be able to obtain and the City having approved financing which, together with Developer's equity, is sufficient for the Construction of the Minimum Improvements.

All of the foregoing contingencies in this Section 2.9. are for Developer's sole benefit. Whether or not the said contingencies have been satisfied shall be determined by Developer in the exercise of its sole and absolute discretion. In the event that any of the foregoing contingencies are not satisfied, or satisfaction thereof is not waived by Developer giving written notice to City of said waiver on or before 30 days prior to the Closing Date, ("the Contingency Expiration Date"), Developer may, at its option, terminate this Agreement by giving written notice to City on or before the Contingency Expiration Date. If Developer so terminates this Agreement, neither party shall have any further rights, obligations or liability under this Agreement.

ARTICLE III

CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements.

- (a) The Developer agrees that it will construct the Minimum Improvements on the Development Property in accordance with the Construction Plans and the terms of this Agreement and, at all times prior to the Maturity Date, will cause the Minimum Improvements to be maintained in good repair and condition.
- (b) Site Plan. City and Developer acknowledge and agree that the Site Plan for the Development Property attached hereto as Exhibit C will be subject to modification and revision, and that modifications and revisions to the Site Plan are permitted, provided that the modifications and revisions do not substantially alter the nature of the Minimum Improvements and provided further that the modifications and revisions comply with the applicable City ordinances

Section 3.2. Building Plans. No building permits shall be issued unless the plans are in conformity with the Construction Plans, the Program, the TIF Plan, this Agreement, and all local, state and federal regulations. The City shall, within ten (10) business days of receipt of building plans for the Minimum Improvements, review such plans to determine whether the requirements have been met. If the City determines such plans to be deficient, it shall notify the Developer, in writing, stating the deficiencies and the steps necessary for correction. Issuance of a building permit for the Minimum Improvements by the City shall be a conclusive determination that the building plans for the respective Minimum Improvements have been approved and shall satisfy these provisions.

Section 3.3. Commencement and Completion of Construction.

- (a) Subject to Unavoidable Delays, the Developer shall commence construction of the Minimum Improvements by May 31, 2008, and shall substantially complete such construction by December 31, 2008.
- (b) The Developer agrees for itself, its successors and assigns, that it shall promptly begin, and diligently prosecute to completion, the construction of the Minimum Improvements, and that such construction shall in any event be commenced and completed within the period specified in this Section 3.3. Periodically during construction, but at intervals of not less than monthly, the Developer must make reports in such detail as may reasonably be requested by the City about the actual progress of construction.

Section 3.4. Certificate of Completion.

- (a) Promptly after substantial completion of the Minimum Improvements, in accordance with those provisions this Agreement, the City will furnish the Developer with a Certificate of Completion in the form of **Exhibit E** attached hereto. Issuance of the Certificate of Completion by the City shall be a

conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the Minimum Improvements, and the dates for the beginning and completion thereof. Issuance of the Certificate of Completion and such determination shall not constitute evidence of compliance with, or satisfaction of, any obligation of the Developer to any Holder of a Mortgage, or any insurer of a Mortgage, securing money loaned to finance the Minimum Improvements, or any part thereof of the the Financial Assitance.

- (b) The Certificate of Completion shall be in such form as will enable it to be recorded in the Anoka County Recorder's Office. If the City refuses or fails to provide any Certificate of Completion in accordance with the provisions of this Section, the City shall, within fifteen (15) days after written request by Developer, provide the Developer with a written statement, indicating, in adequate detail, in what respects the City believes that the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or acts will be necessary, for the Developer to take or perform in order to obtain a Certificate of Completion.
- (c) The construction of the Minimum Improvements shall be deemed to be substantially completed when the Developer has received a Certificate of Occupancy from the City. The City will not arbitrarily or unreasonably withhold or delay issuance of a Certificate of Occupancy for the Minimum Improvements upon request for its issuance.

ARTICLE IV

CONSTRUCTION OF PUBLIC IMPROVEMENTS

Section 4.1. Construction of Public Improvements. The City has constructed, or is about to construct, the following public improvements in accordance with the plans and specification prepared by the City Engineer.

Extension of city services to the Development Property in accordance with plans and specifications prepared by the City Engineer, which city services are municipal sanitary sewer, water and storm sewer;(the "Public Improvements").

The City shall retain a lien pursuant to the Lien Agreement on the Development Property in the amount of **One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00)** until completion of the Minimum Improvements by the Developer, which amount represents the Financial Assistance. The Lien Agreement shall be substantially in the form of **Exhibit F** attached hereto. The City's lien shall at all times be subordinate to any first and second mortgage granted by the Developer to finance the construction of the Minimum Improvements. The City will execute any agreements reasonably requested by the Developer and/or Holders of any first or second mortgage to evidence such subordination, except that the City is not obligated to subordinate the Assessment Agreement to any Mortgage encumbering the Development Property.

ARTICLE V

INSURANCE AND CONDEMNATION

Section 5.1. Insurance During Construction.

- (a) The Developer will provide and maintain, at its expense, at all times during the process of construction of the Minimum Improvements, an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:
 - (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy. The interest of the City shall be protected in accordance with a clause in form and content satisfactory to the City.
 - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence. (To accomplish the above-required limits, an umbrella excess liability policy may be used).
 - (iii) Workers' compensation insurance, with statutory coverage.

Section 5.2. Insurance After Completion.

- (a) Upon completion of the construction of the Minimum Improvements and prior to the Maturity Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time, at the request of the City, shall furnish proof of the payment of premiums on insurance as follows:
 - (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering fire and such other risks as are ordinarily insured against by similar businesses under policies of casualty insurance.
 - (ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons, property, or both, in, on or about the Development Property in the minimum amount for each occurrence and for each year, of \$ 1,000,000, and shall be endorsed to show the City as additional insured.

- (iii) Such other insurance, including workers' compensation insurance representing all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure, provided that the Developers may be self-insured with respect to all or any part of its liability for workers' compensation.

- (b) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies, selected by the Developer, which are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually, with the City, policies evidencing all such insurance, or a certificate or certificates, or binders of the respective insurers, stating that such insurance is in force and effect. Unless otherwise provided in Article V of this Agreement, each policy shall contain a provision that the insurer shall not cancel, nor modify, it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policy, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

- (c) The Developer agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty occurring prior to the Maturity Date. In such event, the Developer either will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the net proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof, or pay the City the unpaid balance of the financial assistance as set forth in Section 2.2 not received from Tax Increment.

The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the net proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, construction and restoration shall be the property of the Developer.

- (d) The Developer and the City agree that all of the insurance provisions set forth in this Article V shall terminate upon the Maturity Date.

ARTICLE VI

TAX INCREMENT

Section 6.1. Assessment Agreement. The City and the Developer shall execute the Assessment Agreement and Certification of County Assessor attached hereto as **Exhibit D**. The City shall then present the Assessment Agreement to the county assessor for certification. The county assessor shall assign a market value to the Development Property that shall not be less than **One Million Four Hundred Thousand Dollars and 00/100's (\$1,400,000.00)**. The Market Value so established may, in the discretion of the assessor, exceed the Minimum Market Value.

Section 6.2. Review of Taxes. Except as otherwise provided in this Agreement, the Developer shall pay all real property taxes and special assessments assessed against the Development Property. The Developer agrees that prior to the Maturity Date:

- (a) It will not seek administrative review or judicial review of the applicability of any property tax statute determined by any tax official to be applicable to the Development Property or the Developer, or raise the applicability of any such tax statute as a defense in any proceedings including delinquent tax proceedings.
- (b) It will not seek administrative review or judicial review of the constitutionality of any such tax statute determined by any tax official to be applicable to the Development Property or to the Developer, or raise the unconstitutionality of such tax statute as a defense in any proceedings, including delinquent proceedings.
- (c) It will not request the assessor to reduce the assessed market value or tax capacity of all or any portion of the Development Property.
- (d) It will not petition the board of equalization of the City or the board of equalization of the county to reduce the assessed market value or tax capacity of all or any portion of the Development Property.
- (e) It will not petition the board of equalization or commissioner of revenue of Minnesota to reduce the assessed market value or tax capacity of all or any portion of the Development Property.
- (f) It will not commence an action in a district court or the tax court of the state pursuant to Minnesota Statutes, Chapter 228, seeking a reduction in the assessed market value or tax capacity of the Development Property.
- (g) It will not make an application to the Minnesota commissioner of revenue requesting an abatement of real property taxes pursuant to Minnesota Statutes, Chapter 220.

- (h) It will not commence any other proceedings, whether administrative, legal or equitable, with any administrative body within the City, county, or the state, or with any court of the state or the federal government with regard to the Minimum Market Value contained in the Assessment Agreement. The Developer shall not, prior to the Maturity Date, apply for a deferral of property tax on the Development Property.

Nothing contained herein shall be deemed to limit the right or opportunity of the Developer to challenge through any of the means set forth above, or otherwise, that part of any valuation or the market value which is in excess of the stipulated value contained in the Assessment Agreement; provided, however, that the Developer may not institute or prosecute any challenge to the excess which, if successful, would also result in a reduction of the assessment below the stipulated value. Further, nothing contained herein shall be deemed to limit the right or opportunity of the Developer to challenge through any of the means set forth above, or otherwise, the tax capacity of the Development Property; provided, however, that Developer may not institute or prosecute any such challenge for any year to the extent that, if successful, such challenge would cause the Net Tax Increment generated by the Development Property for such year to be less than **Twenty Thousand and 00/100's Dollars (\$20,000.00)**.

Section 6.3. Agreement to Pay Deficiencies. The Developer and the City shall execute the Agreement to Pay Deficiencies attached hereto as **Exhibit G**.

Section 6.4. Right to Collect Delinquent Taxes. The Developer acknowledges that the City is providing substantial aid and assistance in furtherance of the Project through tax increment financing. The Developer understands that the increment will be used to reimburse the City for the Financial Assistance and, therefore, the real estate taxes must be promptly and timely paid. To that end, the Developer agrees for itself, its successors and assigns, in addition to the obligation pursuant to statute to pay real estate taxes, that it is also obligated by reason of this Agreement to pay before delinquency all real estate taxes due and payable with respect to the Development Property prior to the Maturity Date based upon the Minimum Market Value as stipulated in the Assessment Agreement. The Developer acknowledges that this obligation creates a contractual right on behalf of the City to sue the Developer or its successors and assigns to collect such delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor.

ARTICLE VII

MORTGAGE FINANCING

Section 7.1. Financing.

- (a) On or before the Closing Date, the Developer shall submit, to the City, evidence of one or more commitments for financing which, together with committed equity for such construction, is sufficient for the construction of the Minimum Improvements. If the Developer in its discretion is not satisfied with the terms of the commitments for financing, or has not negotiated commitments acceptable to the Developer, then the Developer shall have the right to extend the Closing Date up to sixty (60) days, in which event the date of completion under Section 3.3 shall be extended by an equal amount of time. Such commitments may be submitted as short term financing, long term mortgage financing, a bridge loan with a long term take-out financing commitment, or any combination of the foregoing. Such commitment or commitments for short term or long term financing shall be subject only to such conditions as are normal and customary in the banking industry.

- (b) If the City finds that the financing is sufficiently committed and adequate in amount to provide for the construction of the Minimum Improvements, then the City shall notify the Developer, in writing, of its approval. Such approval shall not be unreasonably withheld and either approval or rejection shall be given within 10 days from the date when the City is provided the evidence of financing. A failure by the City to respond to such evidence of financing shall be deemed to constitute an approval hereunder. If the City rejects the evidence of financing as inadequate, it shall do so, in writing, specifying the basis for the rejection. In any event, the Developer shall submit adequate evidence of financing within 30 days after such rejection.

Section 7.2. City's Option to Cure Default on Mortgage. In the event that there occurs a default under any Mortgage authorized pursuant to this Article VII, the Developer shall cause the City to receive copies of any notice of default received by it from the holder of such Mortgage. Thereafter, the City shall have the right, but not the obligation, to cure any such default on behalf of the Developer within such cure periods as are available to the Developer under the Mortgage documents.

ARTICLE VIII

PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 8.1. Representation as to Development. The Developer represents and agrees that its undertakings, pursuant to this Agreement, are for the purpose of development of the Development Property and not for speculation in landholding. The Developer further recognizes that, in view of:

- (a) The importance of the development of the Development Property to the general welfare of the City; and
- (b) The substantial financing and other public assistance that have been made available by the City for the purpose of making the Minimum Improvements possible, the qualifications and identity of the Developer are of particular concern to the City.

The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement, and, in so doing, is further willing to rely on the representations and undertakings of the Developer for the faithful performance of all undertakings and covenants agreed by Developer to be performed.

Section 8.2. Prohibition Against Transfer of Property and Assignment of Agreement. For the reasons set out in Section 8.1. of this Agreement, the Developer represents and agrees that, prior to the issuance of the Certificate of Completion:

- (a) Except only by way of security for, and only for the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Development Property, or any part thereof, to perform its obligations under this Agreement, and any other purpose authorized by this Agreement, the Developer, except as so authorized, has not made or created, and will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or any trust or power, or transfer in any other form of, or with respect to this Agreement, or the Development Property, or any part thereof, any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City; and
- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, conditions to any such approval under this Section 8.2. that:
 - (i) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer, or in the event the transfer is of, or relates to, the Development Property, such obligations to the extent that they relate to such part.

- (ii) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records shall, for itself and its successors and assigns, and specifically for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to such obligations, restrictions and conditions or, in the event the transfer is, of, or relates to, part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part; provided, that the fact that any transferee of, or any other successor in, interest whatsoever to, the Development Property or any part thereof, shall, for whatever reason, not have assumed such obligations or agreed to do so, shall not, unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City, relieve or except such transferee or successor from such obligations, conditions, or restrictions, or deprive or limit the City of, or with respect to, any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of this Section, together with other provisions of this Agreement, that to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in the Agreement, no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however, consummated or occurring, whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of any rights or remedies with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change.

- (iii) There shall be submitted to the City, for review, all instruments and other legal documents involved in effecting transfers described herein, and if approved by the City, its approval shall be indicated to the Developer in writing.

In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer from any of its obligations with respect thereto.

- (c) Notwithstanding the limitations set forth in this Article VIII the City approves and consents that Developer may lease the Development Property provided that the Developer retains all obligations of the Developer under this Agreement in the manner set forth in Section 8.2.(b)(ii) herein. Absent specific written agreement by the City to the contrary, such action shall not be deemed to relieve the Developer from any of its obligations under this Agreement.

- (d) No provision of Section 8.2. shall be construed or interpreted to prohibit the Developer from transferring the Development Property and/or Developers rights under this agreement to a partnership or limited liability company in which the Developer is the owner of 51 % or more of the partnership or membership

interests unless the transfers are to family members or related parties for the purpose of estate planning.

Section 8.3. Approvals. Any approval required to be given by the City under Article VIII may be denied in the event that the City reasonably determines that the ability of the Developer to satisfy its obligations required by this Agreement will be materially impaired by the action for which approval is sought.

ARTICLE IX

INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants. The Developer releases from and agrees that the City and governing body members, officers, agents, servants and employees thereof, shall not be liable for, and agrees to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof against, any loss or damage to property or any injury to or death of any person occurring at, or about, or resulting from any defect in the Minimum Improvements except any loss, damage, injury or death arising from negligence or willful acts of the City, its officers, employees, agents or contractors.

- (a) Except for any negligent or willful misrepresentation or any negligent, willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and the governing body members, officers, agents, servants and employees thereof, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action, or other proceeding whatsoever, by any person or entity whatsoever arising or purportedly arising from the acquisition, construction, installation, ownership, and operation of the Minimum Improvements by the Developer.
- (b) The City and the governing body members, officers, agents, servants or employees shall not be liable for any damage or injury to the persons or property of the Developer, or its officers, agents, servants or employees, or any other person who may be about the Development Property or Minimum Improvements due to any act of negligence of any person except any loss, damage, injury or death arising from negligence or willful acts of the City, its officers, employees, agents or contractors.
- (c) All covenants, stipulations, promises, agreements and obligations of the City contained herein, shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

ARTICLE X

EVENTS OF DEFAULT

Section 10.1. Events of Default Defined. The following shall be deemed Events of Default under this Agreement and the term shall mean, whenever it is used in this Agreement, unless the context otherwise provides, any one or more of the following events:

- (a) Failure by the Developer to pay, when due, the payments required to be paid or secured under any provision of this Agreement, including the Assessment Agreement, or the Agreement to Pay Deficiencies.
- (b) Failure by the Developer to observe and substantially perform any covenant, condition, obligation or agreement on its part to be observed or performed hereunder, after written notice to the Developer as provided in this Agreement.
- (c) If the Developer shall admit, in writing, its inability to pay its debts, generally, as they become due, or shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Development Property.
- (d) If the Developer shall file a petition under the federal bankruptcy laws.
- (e) If the Developer, on a petition in bankruptcy filed against it, be adjudicated a bankrupt, or a court of competent jurisdiction, shall enter an order of decree appointing, without the consent of the Developer, a receiver of the Developer, or of the whole or substantially all of its property; or approve a petition filed against the Developer seeking reorganization or arrangement of the Developer under the federal bankruptcy laws, and such adjudication, order or decree shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or
- (f) If the Developer is in default under any Mortgage and has not entered into a workout agreement with the Mortgagee.

Section 10.2. Remedies on Default. Whenever any Event of Default occurs, the City may, in addition to any other remedies or rights given the City under this Agreement, but only after the Developer's failure to cure within 30 days of written notice of default (33 days if the notice is delivered by mail), take one or more of the following actions:

- (a) Suspend its performance under this Agreement until it receives assurances from the Developer, deemed reasonably adequate by the City, that the Developer will cure the default and continue its performance under this Agreement.
- (b) Cancel and rescind or terminate this Agreement.
- (c) Withhold the Certificate of Completion; or

- (d) Take whatever action at law or in equity may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter, existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right, and power may be exercised from time to time and as often as may be deemed expedient.

In order to entitle the City or the Developer to exercise any remedy reserved to them, it shall not be necessary to give notice, other than such notice as may be required in this Article X.

Section 10.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Remedies on City Default. If the City fails to pay and/or observe and substantially perform any covenant, condition or obligation on its part to be paid, observed or performed hereunder, the Developer may, in addition to any other remedies or rights given the Developer under this Agreement, but only after the City's failure to cure within 30 days of written notice of default (33 days if the notice is delivered by mail), take whatever action at law or in equity may appear necessary or desirable to the Developer to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the City under this Agreement.

ARTICLE XI

ADDITIONAL PROVISIONS

Section 11.1. Conflict of Interests. Representatives Not Individually Liable. No City officer who is authorized to take part in any manner in making this Agreement in his or her official capacity shall voluntarily have a personal financial interest in this Agreement or benefit financially therefrom. No member, official, or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

Section 11.2. Agreement Recorded. This Agreement shall run with the Development Property until the Maturity Date and shall be recorded by the City in the office of the Anoka County Recorder.

Section 11.3. Non-Discrimination. During the life of this contract, the provisions of M.S. § 181.59, which relate to civil rights and non-discrimination, and any affirmative action program of the City, shall be considered a part of this Agreement and binding on the Developer as though fully set forth herein.

Section 11.4. Amendment. This Agreement may be amended by the parties hereto only by written instrument executed in accordance with the same procedures and formality followed for the execution of this Agreement.

Section 11.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement, by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested or delivered personally:

- | | |
|--------------------------|---|
| (a) As to the City: | City of Ramsey
City Administrator
7550 Sunwood Drive Northwest
Ramsey, Minnesota 55303 |
| (b) As to the Developer: | Asset Resources And Acquisition, LLC
9243 East River Road
Coon Rapids, MN 55433 |

Either party may, by giving 10 days notice to the other party as provided above, change the place to which notifications are to be sent.

Section 11.7 Waiver. Any party to this Agreement may elect to waive any remedy it may enjoy under this Agreement, provided that no waiver shall be deemed to exist unless the party waiving a right or remedy does so in writing. No waiver shall obligate to a party to waive

any other right or remedy under this Agreement, or shall be deemed to constitute a waiver of other rights and remedies provided the party pursuant to this agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunto duly affixed, and the Developer has caused this Agreement to be duly executed as of the day and year first above written.

CITY OF RAMSEY, MINNESOTA

ASSET RESOURCES AND ACQUISITION, LLC

By: [Signature]
Its: Mayor

By: [Signature]
Its: Chief Manager

Attest By: [Signature]
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

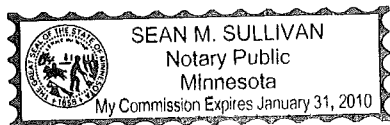
On this 19th day of February, 2008, before me, a Notary Public, personally appeared Thomas G. Gamec and Kurtis G. Ulrich to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporate seal of said Municipal Corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said Thomas G. Gamec and Kurtis G. Ulrich acknowledge said instrument to be the free act and deed of said Municipal Corporation.



[Signature]
Signature of Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 8th day of February, 2008, by Christopher J. Mundt, the Chief Manager of Asset Resources And Acquisition, LLC, a Minnesota Limited Liability Company under the laws of the State of Minnesota on behalf of the Limited Liability Company.



[Signature]
Signature of Notary Public

Legal Description of Development Property

Lot 5, Block 4, Gateway North Industrial Park Plat 2

Construction Plans

**CITY OF RAMSEY
DEVELOPMENT PERMIT
ASSET RESOURCES AND ACQUISITION, LLC**

On January 8, 2008, Site Plan approval was granted by the City of Ramsey ("City") to Asset Resources and Acquisition, LLC whose address is 21000 Kerry St. N.W., Cedar, MN 55011 ("Permittee"), to construct a 14, 143 square foot office/warehouse facility ("Structure") on the property which is legally described as follows:

Lot 5, Block 4, Gateway North Industrial Park Plat 2

the ("Site").

This approval is issued pursuant to §9.03.08 of the City Code. The conditions of this approval are as follows:

1. **STRUCTURE.** All building plans must be prepared and certified by a registered engineer or architect.
2. **STATE BUILDING CODE COMPLIANCE.** The structure shall be constructed in accordance with the requirements of the State Building Code.
3. **SITE PLAN COMPLIANCE.** The structure shall be constructed on the Site as shown on the Site Plan submittal prepared by Hakanson Anderson dated _____.
4. **REQUIRED IMPROVEMENTS.** The Permittee shall construct and install the following site improvements on the Site in accordance with the specifications and location as shown on the Site Plan. The Required Improvements are as follows:
 - a. Site grading in accordance with the Grading and Drainage Plan prepared by Hakanson Anderson.
 - b. Installation of concrete or bituminous driveways and parking lot.
 - c. Installation of B-6/12 continuous concrete curbing around the perimeter of all concrete and/or bituminous surfaces.
 - d. Establishment of turf in areas disturbed during construction and in accordance with the Site Plan.
 - e. Installation of landscaping materials in accordance with the Landscape Plan prepared by Hakanson Anderson dated _____ and the City Staff review letter revised January 3, 2008.
 - f. Irrigation metering and backflow devices shall be approved as part of the Utility Plan, and installed accordingly.
 - g. Irrigation rain sensors shall be installed and appropriately placed throughout the development.
5. **FIRE LANES.** Fire lanes shall be maintained on the Site. The exact location of these items on the Site shall be as directed by the City's Fire Chief.



6. **LIGHTING.** Lighting shall be installed on the site in accordance with the specifications and locations shown on the submitted lighting plan.
7. **BUILDING FACADE.** The Permittee agrees to construct all building faces of the same material as listed on the Building Elevations prepared by Croix Custom Concepts, undated.
8. **REQUIREMENTS FOR BUILDING PERMIT.** No building permit for the Site will be issued until the Permittees have: a) signed and returned this Development Permit; b) provided the City with a copy of the LRRWMO and MPCA permits, and c) payment of all fees required under this agreement. No Certificate of Occupancy for the structure will be issued until the Required Improvements, or a financial surety for same, are accepted by the City.
9. **IMPROVEMENT CONSTRUCTION SCHEDULE.** The Required Improvements shall be completed before December 31, 2008.
10. **RECOGNITION OF LOCATION.** The Permittees herein agree to recognize Ramsey as the City of location on all forms of advertising and business correspondence whenever reasonably prudent to do so.
11. **INSPECTION FEES.** The Permittees shall be responsible for all inspection costs incurred by the City related to the installation of the Required Improvements. The Permittees shall make a cash deposit into the appropriate escrow account at the City and the City shall have the authority to draw upon these funds for the purpose of compensating for inspection services. The amount of the deposit shall be equal to five percent (5%) of the estimated cost of the Required Improvements, which equates to Two thousand five-hundred dollars and no cents (**\$2,500.00**). This is to cover the cost of inspecting the storm sewer construction, site grading and connection to City utilities. Upon completion of the Improvements to the satisfaction of the City, any surplus balance remaining in the City's escrow account shall be refunded to the Permittees.
12. **MUNICIPAL UTILITIES.** Sewer and water connection charges and trunk fees will be financed through the Tax Increment Financing district established by the City of Ramsey.
13. **TRAIL CONSTRUCTION ESCROW.** The Developer shall make a cash escrow equal to Eleven thousand one hundred sixty-seven dollars and no cents (**\$11,167.00**) to cover the cost of construction of that portion of trail to be constructed along Bunker Lake Boulevard and the Subject Property. This escrow will be deposited into the Trail Development Fund, and dedicated to the Bunker Lake Regional Trail project.
14. **LRRWMO APPROVAL:** The approval on this site plan does not include the future building and parking expansion. It should be noted the LRRWMO permit will include a condition specifying that the on- site ponding occupying the future parking area cannot be eliminated until the downstream regional basin is increased in capacity or the on site basin is relocated to meet current storm water management requirements. The City will

not be responsible for the increase in the capacity of the regional pond to accommodate the future expansions identified on the site.

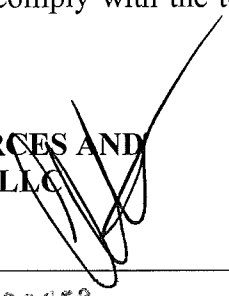
15. **STORMWATER MANAGEMENT FEES.** Initial stormwater management fees will be paid through the Tax Increment Financing district established by the City of Ramsey. However, the applicant will be responsible for the stormwater utility charge, based on the determined Residential Equivalent Unit (REU).
16. **OUTSIDE REGULATORY AGENCIES.** The Permittees herein agree to be responsible for obtaining all required permits or licenses from any other regulatory agencies.
17. **CONSTRUCTION SITE MAINTENANCE.** The Permittees shall adhere to all City ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. Construction and Delivery Hours are restricted to 7:00 AM to 10:00 PM, Monday through Saturday. All stockpiles of building materials shall be kept 20 feet from the back of curb, or a slit fence around the materials must be installed. The Permittee shall post a sign stating such at all entrances to the Site, such sign may range from 20 to 30 square feet in size, and be securely anchored in place.
18. **FINANCIAL ASSISTANCE.** The City shall be responsible to provide the financial assistance listed in Section 2.2 of the Development Agreement between the parties. The payment for the Site Improvements shall be made at the time a Certificate of Occupancy for the Development Property is issued. These payments will be made to Permittee only if all property taxes, City fees and charges on the property are current.
19. **AGREEMENT BINDING ON HEIRS, ETC.** The Permittees agree that this Development Permit shall be binding upon their successors and assigns. Breach of any of the terms of this Development Permit by the Permittees shall be grounds for denial of building permits.

Asset Resources and Acquisition, LLC hereby acknowledges receipt of this permit and that they have reviewed the conditions of and have agreed that they will comply with the terms of this permit.

CITY OF RAMSEY, MINNESOTA


By 
Its: Mayor
By 
Its: City Administrator

ASSET RESOURCES AND ACQUISITION, LLC

By 
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
 COUNTY OF ANOKA)

On this 19th day of February, 2008, before me, a Notary Public, personally appeared Thomas G. Gamec and Kurtis G. Ulrich to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporate seal of said Municipal Corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and Thomas G. Gamec and Kurtis G. Ulrich acknowledge said instrument to be the free act and deed of said Municipal Corporation.

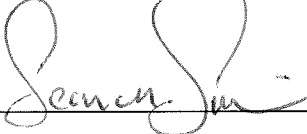


 Notary Public

STATE OF MINNESOTA)
) ss.
 COUNTY OF ANOKA)



The foregoing instrument was acknowledged before me this 8th day of February, 2008, by Christopher J. Mundt, the Chief Manager of Asset Resources And Acquisition, LLC, a Minnesota Limited Liability Company under the laws of the State of Minnesota on behalf of the Limited Liability Company.





Notary Public

EXHIBIT D

**ASSESSMENT AGREEMENT AND
CERTIFICATION OF COUNTY ASSESSOR**

THIS AGREEMENT, made and entered into this 22nd day of January, 2008, by and between the **City of Ramsey**, a Minnesota municipal corporation, having its principal office at 7550 Sunwood Drive Northwest, Ramsey, Minnesota 55303 (the "City"), and **Asset Resources And Acquisition, LLC, a Minnesota Limited Liability Company**, having its principal office at 9243 East River Road, Coon Rapids, MN 55433 (the "Developer").

WITNESSETH:

WHEREAS, the City is administering City Development District No. 1 created pursuant to M.S. § 469.124 through § 469.134; and

WHEREAS, the City is administering Tax Increment Financing District No. 2 created pursuant to M.S. § 469.174 through § 469.179; and

WHEREAS, the parties have entered into a Contract for Private Development (the "Agreement"), dated January 22, 2008, regarding the development of certain real property located in Development District No. 1 and Tax Increment Financing District No. 2 within the City and legally described as:

Lot 5, Block 4, Gateway North Industrial Park Plat 2

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to the Agreement, the Developer will construct the Minimum Improvements described in the Agreement and shall complete said Minimum Improvements prior to December 31, 2008; and

WHEREAS, the City and the Developer desire to establish minimum market values for the Development Property and the Minimum Improvements to be constructed thereon, pursuant to M.S. § 469.177, Subdivision 8; and

WHEREAS, the county assessor has reviewed the plans and specifications for the Minimum Improvements which will be constructed.

NOW THEREFORE, the parties agree as follows:


1. On January 2, 2009, the Minimum Market Value of the Minimum Improvements and the Development Property (the "Combined Property") shall be **One Million Four Hundred Thousand and 00/100's Dollars (\$1,400,000.00)**. The Minimum Market Value of the Combined Property will remain in effect for the term of this Agreement as described in paragraph 4 hereof.

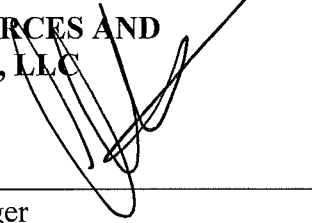
2. Nothing in this Agreement shall limit the discretion of the county assessor or any other public official or body having the duty to determine the Market Value of the Combined Property for ad valorem tax purposes to assign to the Combined Property a Market Value in excess of the Minimum Market Value specified in this Agreement.
3. Neither the preambles nor the provisions of this agreement are intended to modify nor shall they be construed as modifying, the terms of the Agreement.
4. This agreement shall remain in effect and inure to the benefit and be binding upon the successors and assigns of the parties through the Maturity Date as described in the Agreement.
5. As provided in M.S. § 469.177, Subdivision 8, nothing contained herein shall be deemed to limit the right or opportunity of the Developer to challenge, through any legal means, that part of any valuation on the market value of the Combined Property, which is in excess of the stipulated Minimum Market Value contained in this agreement, provided, however, that the Developer may not institute or prosecute any challenge to the excess which, if successful, would also result in a reduction of the assessment below the Minimum Market Value.
6. Capitalized terms not otherwise defined herein have the meanings given them in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CITY OF RAMSEY, MINNESOTA

ASSET RESOURCES AND ACQUISITION, LLC


By: 
 Its: Mayor

By: 
 Its: Chief Manager

Attest By: 
 Its: City Administrator

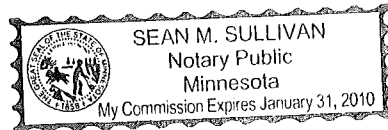
STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 19th day of February, 2008, before me, a Notary Public, personally appeared Thomas G. Gamec and Kurtis G. Ulrich to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporate seal of said Municipal Corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said Thomas G. Gamec and Kurtis G. Ulrich acknowledge said instrument to be the free act and deed of said Municipal Corporation.

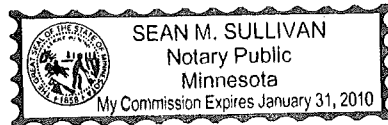


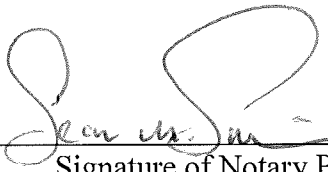
Signature of Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)



The foregoing instrument was acknowledged before me this 8th day of February, 2008, by Christopher J. Mundt, the Chief Manager of Asset Resources And Acquisition, LLC, a Minnesota Limited Liability Company under the laws of the State of Minnesota on behalf of the Limited Liability Company.



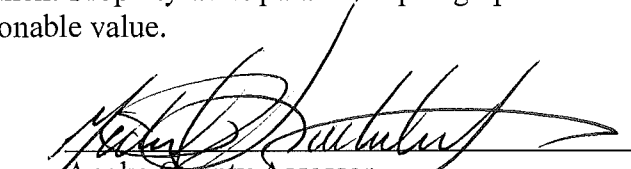


Signature of Notary Public

CERTIFICATION BY ASSESSOR

The undersigned duly appointed and qualified Assessor of Anoka County, Minnesota, certifies as follows:

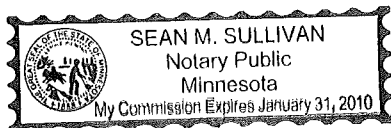
- (1) That I have reviewed the foregoing Assessment Agreement between the City of Ramsey and Asset Resources And Acquisition, LLC, a Minnesota Limited Liability Company dated January 22, 2008.
- (2) That for purposes of this certification, capitalized terms not otherwise defined in this Certification have meanings given them in the Assessment Agreement.
- (3) That I am legally responsible for assessment of the Development Property.
- (4) That I have reviewed the plans and specifications for the Minimum Improvements to be constructed on the Development Property by the Developer.
- (5) That I find that the Minimum Market Value of **One Million Four Hundred Thousand and 00/100's Dollars (\$1,400,000.00)** for the Minimum Improvements and the Development Property as stipulated in paragraph 1 of the Assessment Agreement is a reasonable value.

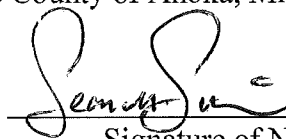


 Anoka County Assessor
 Anoka County, Minnesota

STATE OF MINNESOTA)
) ss.
 COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 12th day of February, 2008, by Michael R. Sutherland, the Assessor of the County of Anoka, Minnesota.





 Signature of Notary Public

FORM OF CERTIFICATE OF COMPLETION

The undersigned hereby certifies that Asset Resources And Acquisition, LLC, a Minnesota Limited Liability Company, has fully and completely complied with its obligations under Article III of that document entitled "Contract for Private Development", dated January 22, 2008 between the City of Ramsey, Minnesota and Asset Resources And Acquisition, LLC, a Minnesota Limited Liability Company, recorded in the office of the Anoka County Recorder as Document Number _____ (the "Agreement"), with respect to construction of the Minimum Improvements on the real estate which is legally described as follows:

Lot 5, Block 4, Gateway North Industrial Park Plat 2

(the "Development Property") in accordance with the Construction Plans, and is released and forever discharged from its obligations under the above referenced Article III of the Agreement.

In addition, a Lien Agreement between Asset Resources And Acquisition, LLC, a Minnesota Limited Liability Company and the City of Ramsey dated _____ and recorded in the office of the Anoka County Recorder as Document Number _____ is hereby terminated and the lien against the Development Property created thereby released and discharged.

CITY OF RAMSEY

Dated: _____

By: _____
Its Mayor

Attest By: _____
Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, _____, before me, a Notary Public, personally appeared _____ and _____ to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporate seal of said Municipal Corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said Thomas G. Gamec and Kurtis G. Ulrich acknowledge said instrument to be the free act and deed of said Municipal Corporation.

Signature of Notary Public

LIEN AGREEMENT

This Agreement, made and entered into this 22nd day of January, 2008, by and between the **City of Ramsey**, a Minnesota municipal corporation, having its principal office at 7550 Sunwood Drive Northwest, Ramsey, Minnesota 55303 (the "City") and **ASSET RESOURCES AND ACQUISITION, LLC, A MINNESOTA LIMITED LIABILITY COMPANY**, having its principal office at 9243 East River Road, Coon Rapids, MN 55433 (the "Developer");

WITNESSETH:

WHEREAS, pursuant to M.S. §469.124 through §469.134, the City has created City Development District No. 1 ("Development District") and, pursuant to M.S. §469.174 through §469.179, has established Tax Increment Financing District No. 2 ("TIF District"); and

WHEREAS, the City has adopted a development program ("Program") and tax increment financing plan ("TIF Plan") for the Development District and TIF District, which Program and TIF Plan call for the City to perform certain site improvements ("Site Improvements") and for the Developer to construct certain permanent improvements ("Minimum Improvements") on property located in the City and legally described as:

Lot 5, Block 4, Gateway North Industrial Park Plat 2

(the "Development Property"); and

WHEREAS, the nature of the Site Improvements to be performed by the City and of the Minimum Improvements to be constructed by the Developer on the Development Property are fully detailed in that certain Contract for Private Development dated January 22, 2008 between the City and the Developer (the "Agreement"); and

WHEREAS, the City desires to have assurance that the Developer will complete the Minimum Improvements following installation of the Site Improvements by the City.


NOW, THEREFORE, in consideration of the mutual covenants and obligations of the City and the Developer, the parties agree as follows:

1. As security for the Financial Assistance granted to the Developer including the Public Improvements installed on the Development Property by the City and for the benefit of the Development Property, the Developer grants to the City and the City does have a lien on the Development Property.
2. The lien is in the amount of **One Hundred Fifty Thousand and 00/100's Dollars (\$150,000.00)**, which amount the parties agree represents the City's cost for providing the Financial Assistance (the "Lien").
3. The Lien shall be repaid to the City by Developer within 90 days of the completion date of the Public Improvements by the City unless, within such 90 days, the Developer completes construction of the Minimum Improvements. Payment of the Lien shall be suspended during any time in which the Developer is making substantial progress on construction of the Minimum Improvements. If the Developer fails to make substantial

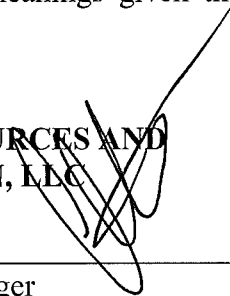
progress on the Minimum Improvements for a 90-day period following initiation of work, the Lien may become immediately due and payable in full. Notwithstanding any other provision herein to the contrary, the Lien may, at the City's option become immediately due and payable in full if the Minimum Improvements are not completed by December 31, 2008, subject to Unavoidable Delays as defined in the Agreement.

4. The Lien shall become automatically null and void upon issuance by the City of a Certificate of Completion for the Minimum Improvements.
5. The Lien shall run with the Development Property and shall insure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, representatives, successors and assigns.
6. In the event that the Developer or any of its successors or assigns fails or refuses to make the repayment required by this Lien Agreement, within the time established, the City may, with or without notice, foreclose the Lien in the same manner as is provided by statute for action for the foreclosure of mortgages upon real property.
7. This Lien Agreement shall be subordinate to any first mortgage granted by the Developer to finance the construction of the Minimum Improvements. The City will execute any agreements reasonably requested by the Developer and/or holders of any first mortgage to evidence such subordination.
8. Capitalized terms not otherwise defined herein have the meanings given them in the Agreement.

CITY OF RAMSEY, MINNESOTA

By: 
Its: Mayor


**ASSET RESOURCES AND
ACQUISITION, LLC**

By: 
Its: Chief Manager

Attest By: 
Its: City Administrator

STATE OF MINNESOTA)
) ss.
 COUNTY OF ANOKA)

On this 19th day of February, 2008, before me, a Notary Public, personally appeared Thomas G. Gamec and Kurtis G. Ulrich to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporate seal of said Municipal Corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said Thomas G. Gamec and Kurtis G. Ulrich acknowledge said instrument to be the free act and deed of said Municipal Corporation.



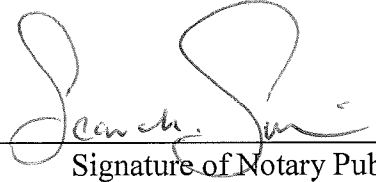
 Signature of Notary Public



STATE OF MINNESOTA)
) ss.
 COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 8th day of February, 2008, by Christopher J. Mundt, the Chief Manager of Asset Resources And Acquisition, LLC, a Minnesota Limited Liability Company under the laws of the State of Minnesota on behalf of the Limited Liability Company.





 Signature of Notary Public

AGREEMENT TO PAY DEFICIENCIES

THIS AGREEMENT, made and entered as of this 22nd day of January, 2008, by and between the **City of Ramsey**, a Minnesota municipal corporation, having its principal office at 7550 Sunwood Drive Northwest, Ramsey, Minnesota 55303 (the “City”) and **ASSET RESOURCES AND ACQUISITION, LLC, A MINNESOTA LIMITED LIABILITY COMPANY**, a Minnesota Limited Liability Company, having its principal office at 9243 East River Road, Coon Rapids, MN 55433 (the “Developer”);

WITNESSETH:

WHEREAS, the City and the Developer have entered into an agreement entitled Contract for Private Development dated January 22, 2008 (the “Agreement”) regarding development of certain real property situated in the City of Ramsey, legally described as:

Lot 5, Block 4, Gateway North Industrial Park Plat 2

(the “Development Property”); and

WHEREAS, the City has established Tax Increment Financing District No. 2 pursuant to M.S. § 469.174 through § 469.179, and has established Development District No. 1 pursuant to M.S. § 469.124 through § 469.134, which includes the Development Property; and

WHEREAS, the Agreement requires the City to construct certain public improvements and requires the Developer to construct certain improvements (the “Minimum Improvements”) thereon, all as more fully described in the Agreement; and

WHEREAS, in order to finance the public costs related to construction of the Minimum Improvements on the Development Property, the City has agreed to use its tax increment financing funds or to otherwise fund such costs; and

WHEREAS, the Agreement requires the execution of this Agreement to Pay Deficiencies; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the City and the Developer, the parties do hereby agree as follows:

1. Except as qualified by paragraph 3 herein, if for any reason, the Tax Increment generated from the Development Property payable with the real estate taxes due in any calendar year commencing in 2010 and ending in 2012, is less than the required tax increment (the “Required Increment”) as defined in paragraph 2 herein, the City will notify the Developer of the difference (the “Deficiency”), and will make written demand upon the Developer for the payment thereof. The Developer or its successors and assigns, within 30 days after the City gives written notice, shall pay to the City the Deficiency.
Payments will be based upon the normal real estate tax payment schedule of biannual payments.
2. The required Net Tax Increment to be generated from the Development Property is **Twenty Thousand and 00/100’s Dollars (\$20,000.00)** per year. The tax increment is projected to start with the tax revenues received in 2010 and end in 2012.

- This Agreement to pay Deficiencies remains an obligation of the Developer and its heirs, executors, representatives, successors and assigns until the Maturity Date as defined in the Agreement. This Agreement to pay Deficiencies shall run with the Development Property.
- Capitalized terms not otherwise defined herein have the meanings given them in the Agreement.

CITY OF RAMSEY, MINNESOTA

ASSET RESOURCES AND ACQUISITION, LLC,

By: [Signature]
 Its: Mayor

By: [Signature]
 Its: Chief Manager

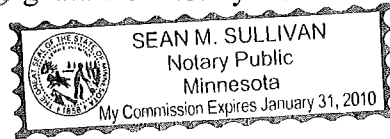
Attest By: [Signature]
 Its: City Administrator

STATE OF MINNESOTA)
) ss.
 COUNTY OF ANOKA)

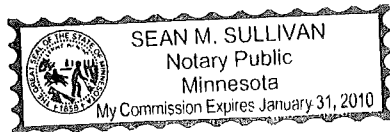
On this 19th day of February, 2008, before me, a Notary Public, personally appeared Thomas G. Gamec and Kurtis G. Ulrich to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporate seal of said Municipal Corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said Thomas G. Gamec and Kurtis G. Ulrich acknowledge said instrument to be the free act and deed of said Municipal Corporation.

[Signature]
 Signature of Notary Public

STATE OF MINNESOTA)
) ss.
 COUNTY OF ANOKA)



The foregoing instrument was acknowledged before me this 8th day of February, 2008, by Christopher J. Mundt, the Chief Manager of Asset Resources And Acquisition, LLC, a Minnesota Limited Liability Company under the laws of the State of Minnesota on behalf of the Limited Liability Company.



[Signature]
 Signature of Notary Public

CC Regular Session

4. 6.

Meeting Date: 08/13/2012

By: Chris Anderson, Community Development

Information

Title:

Clarify Motion Related to Waiving Application and Escrow Fees Related to a Request for an Interim Use Permit

Background:

On November 22, 2011, the City Council approved an Interim Use Permit (IUP) related to the operation of a church in the B-1 Business District at 5900 167th Ave NW. The IUP contained certain benchmarks related to the installation of a fire suppression system and due to this, the IUP was limited to nine (9) months to ensure that the improvements were completed. The Planning Commission's recommendation included not only approving the IUP but also for the City Council to consider waiving the future application/escrow fees to renew or extend the IUP.

The property owner has satisfied the first two (2) benchmarks (submitting plans and application as well as purchasing permit) and is currently in the process of installing the fire suppression system. The existing IUP will expire on October 3, 2012 and the property owner has submitted an application requesting a new interim use permit as well as to have the application and escrow fees waived. While it is clear that the City Council motioned to approve the IUP in November of last year for a term of nine (9) months, the purpose of this case is clarify whether that motion also included waiving of the fees for a new IUP, as per the Planning Commission recommendation, once the fire suppression system installation had been completed.

Recommendation:

If not for the need to install a fire suppression system, Staff would have supported the maximum term of five (5) years for the IUP. Once the fire suppression is operational, Staff would certainly support the request for a new interim use permit with a term of five (5) years. When the request was considered by the Planning Commission in November of 2011, they did recommend that the City Council consider waiving the application/escrow fees for a new IUP once the installation of the fire suppression system was installed.

Funding Source:

This clarification is being handled as part of Staff's normal duties.

Council Action:

Motion to waive the application and escrow fees related to a request for an interim use permit for a church in the B-1 Business District due to the limited term of the existing IUP and contingent upon compliance with the terms of the existing IUP, including the fire suppression system being approved by the City and operational on or before September 1, 2012.

Attachments

Site Location Map

Planning Commission Meeting Minutes Dated November 3, 2011

City Council Meeting Minutes Dated November 22, 2011

Current Interim Use Permit

Form Review

Inbox
Kurt Ulrich

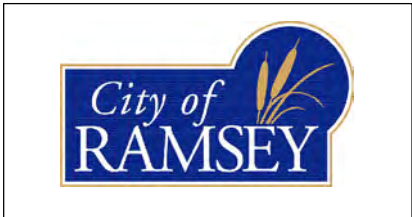
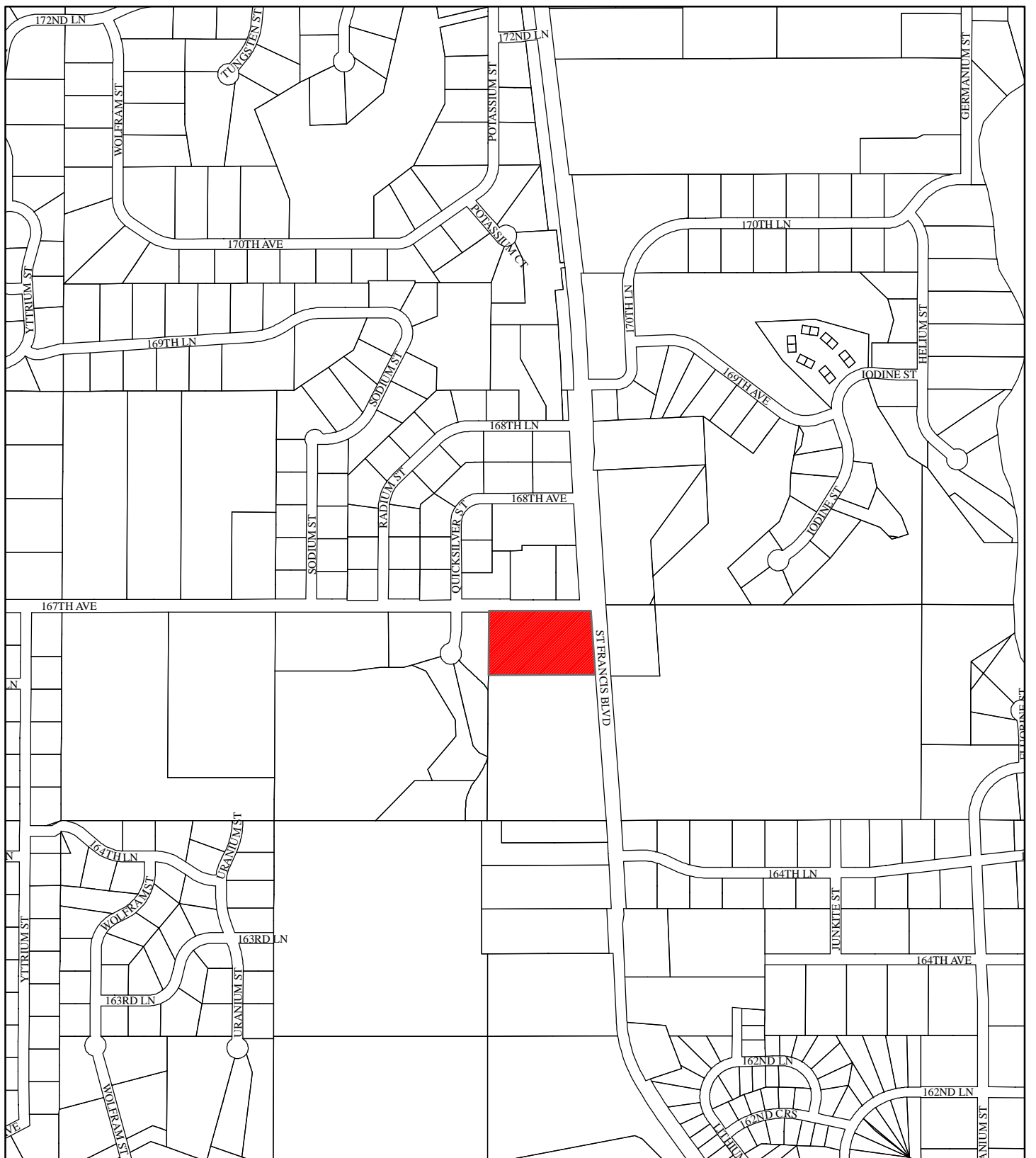
Reviewed By
Kurt Ulrich

Date
08/09/2012 04:22 PM

Form Started By: Chris Anderson

Started On: 08/09/2012 01:58 PM

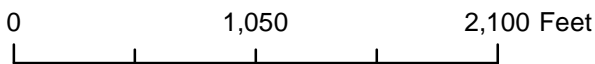
Final Approval Date: 08/09/2012



Rum River Retail Ventures
6002 167th Avenue NW

Legend

- Site
- Parcels



Motion Carried. Voting Yes: Chairperson Levine, Commissioners Dunaway, Bauer, Brauer, Field, and Van Scoy. Voting No: None. Absent: Commissioner Schiller.

NOTE CITY COUNCIL MINUTES

The Council minutes were noted.

PUBLIC HEARINGS/COMMISSION BUSINESS

Case #1: Public Hearing – Request for an Interim Use Permit to Allow for the Operation of a Church in the B-1 Business District on the Property Located at 5900 167th Avenue NW; Case of Rum River Retail Ventures, LLC

Public Hearing

Chairperson Levine called the public hearing to order at 7:04 p.m.

Presentation

Associate Planner/Environmental Coordinator Anderson presented the Staff Report.

Citizen Input

Phillip Johnson, Architect for the building owner, stated the letter from the owner states his concerns; it is a very expensive request to try to put in a fire sprinkler system at this time, water is not available nearby. The State does give the Building Official and/or the Fire Chief the option to waive the requirement. The church has been looking for solutions; however, their option is to stay where they are.

Commissioner Van Scoy asked if the building were to be built today would it have to have fire suppression no matter what the use.

Fire Marshal Kohner stated yes it would be required if it were built today unless the size of the building was under 2,500 square feet.

Commissioner Brauer asked Mr. Kohner's interpretation of the law and if there was any flexibility given to the City; does the City have to do what it says or are there exceptions and what exceptions can we use or give for not following?

Fire Marshal Kohner stated the State Fire and Building Codes are referred to as a mini/max law where the local authority cannot be more or less stringent than the State Code. He then read the section of code.

Associate Planner/Environmental Coordinator Anderson stated the current permit was granted for three years to allow time to install the fire suppression. Discussion ensued regarding the term length of the interim use permit.

Discussion ensued regarding the water supply available to the building.

Mr. Johnson stated there is adequate space for safely escaping the building and adequate space for fire trucks to drive around the building. The building has concrete block walls and a steel roof. There is no one in the building causing a hazardous use, except for possibly the pizza ovens and they are protected too. He thinks the code is overly broad.

Associate Planner Environmental Coordinator Anderson stated that this discussion took place three years ago and there was an understanding at that time that fire suppression would be required with any extension or renewal of the permit. Private wells can and have been used for fire suppression systems. He continued that as outlined in the State Building Code there are only two authorities that can waive fire suppression and they are the Fire Chief and Building Official, and both have to come to an agreement.

Commissioner Brauer stated that the Commission doesn't have the authority to overrule the Fire Marshal. We are talking about safety and people's lives and whether or not an economic hardship trumps people's lives. In his opinion it does not.

Motion by Commissioner Bauer, seconded by Commissioner Van Scoy, to close the public hearing.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Bauer, Van Scoy, Brauer, Dunaway, and Field. Voting No: None. Absent: Commissioner Schiller.

Chairperson Levine closed the public hearing at 8:45 p.m.

Commission Business

Discussion ensued regarding the timeline for the interim use permit.

Mr. Johnson presented the hardships for the building owner to install fire suppression.

Discussion ensued regarding the costs of bringing water to the building.

Motion by Commissioner Brauer, seconded by Commissioner Van Scoy to recommend that City Council adopt findings of fact relating to the request for an Interim Use Permit to allow for a church operation in the H-1 Highway 10 Business District.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Brauer, Van Scoy, Bauer, Dunaway, and Field. Voting No: None. Absent: Commissioner Schiller.

Motion by Commissioner Brauer, seconded by Commissioner Bauer to recommend that City Council adopt a resolution approving the request for an Interim Use Permit for a term of nine (9) months and declaring the terms as proposed with the addition "That the future application fee for

renewal or extension of the Interim Use Permit be waived if the applicant complies with the terms of the Interim Use Permit”.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Brauer, Bauer, Dunaway, Field, and Van Scoy. Voting No: None. Absent: Commissioner Schiller.

Case #2: Consider Amendments to the Development Review Process

Presentation

Associate Planner Gladhill presented the Staff Report.

Commissioners provided feedback on the Staff Report.

Motion by Commissioner Dunaway, seconded by Commissioner Van Scoy to recommend that the City Council adopt the attached recommendations related to the development review process.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Dunaway, Van Scoy, Bauer, Brauer, and Field. Voting No: None. Absent: Commissioner Schiller.

Case #3: Staff Update

The Staff Update was noted.

Case #4: Zoning Bulletins

The Zoning Bulletins were noted.

COMMISSION/STAFF INPUT

ADJOURNMENT

Motion by Commissioner Bauer, seconded by Commissioner Dunaway, to adjourn the meeting.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners, Bauer, Dunaway, Brauer, Field, and Van Scoy. Voting No: None. Absent: Commissioner Schiller.

The regular meeting of the Planning Commission adjourned at 8:45 p.m.

Respectfully submitted,

Tim Gladhill
Senior Planner

7.02: Request for an Interim Use Permit to Allow for the Operation of a Church in the B-1 Business District on the Property Located at 5900 167th Avenue NW; Case of Rum River Retail Ventures, LLC

Environmental Coordinator Anderson reviewed the staff report.

Councilmember McGlone stated his rationale for opposing this request based on concern for the occupants since the building would not have a fire suppression sprinkling system.

Fire Marshal Kohner answered questions of the Council relating to the application and Chapter 1306 of the Building Code, the requirement for a fire suppression sprinkling system. He clarified he is not opposed to a 9-month temporary permit, which can be granted if agreed upon by the Fire Chief and Building Official.

Environmental Coordinator Anderson explained, if approved, the permit would go into effect January 3, 2012, so it would expire on October 3, 2012. The Planning Commission recommended the Council consider waiving the future application fee should they follow through with installation of the fire suppression system and want an extension. Staff would not be opposed to the extension once the system is in place and operational.

Councilmember Tossey indicated he had been opposed to this request when first presented; however, after speaking with the building owner and being assured the building owner would pay for the fire suppression system he was comfortable supporting this application.

Building Official Kaehler explained Chapter 1306 was optional and adopted by Ramsey in 2005 so the City had the ability to amend, if desired. He answered questions of the Council relating to the “temporary” status of this use.

The Council discussed the application and noted that the first deadline is March 1, 2012, and failure to meet any one of the benchmarks would be cause to bring it back to the Council.

Motion by Councilmember Elvig, seconded by Councilmember Tossey, to adopt Resolution #11-11-233 Adopting Findings of Fact #0895 Relating to a Request to Allow for the Operation of a Church in the B-1 Business District and to adopt Resolution #11-11-234 Approving the Issuance of an Interim Use Permit to Allow for the Operation of a Church in the B-1 Business District Based on Findings of Fact #0895, and Declaring the Terms of Same.

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

7.03: Consider Use of City Septic System Repair Policy for a Failing Septic System at 16361 Ferret Street NW

City Engineer Himmer reviewed the staff report.

The Council discussed the request and asked questions of staff.

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

RESOLUTION #11-11-___

RESOLUTION APPROVING THE ISSUANCE OF AN INTERIM USE PERMIT TO ALLOW FOR THE OPERATION OF A CHURCH IN THE B-1 BUSINESS DISTRICT BASED ON FINDINGS OF FACT #_____, AND DECLARING THE TERMS OF SAME.

WHEREAS, Rum River Retail Ventures, LLC has properly applied to the City of Ramsey (the "City") for an interim use permit to operate a church in the B-1 Business District on the property located at 5900 167th Ave NW and legally described as follows:

The north 426.29 feet, as measured along west line of that part of Southwest Quarter of Southeast Quarter of Section 11, Township 32, Range 25 lying westerly of center line of Trunk Highway No. 47, except road, subject to easement of record, Anoka County, Minnesota

(the "Subject Property"); and

WHEREAS, the Planning Commission met on November 3, 2011, conducted a public hearing and recommended that the City Council approve the request to operate a church in the B-1 Business District for a term of nine (9) months including compliance with certain benchmarks as identified in the interim use permit; and

WHEREAS, the City Council met on November 22, 2011 to review the request for an interim use permit to operate a church in the B-1 Business District on the Subject Property.

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

This permit is issued pursuant to Section 117-52 of the Ramsey City Code. The conditions of this permit are as follows:

- 1) Based on Findings of Fact #_____, an Interim Use Permit ("Permit") to allow the temporary operation of Church and Church Offices on the **Subject Property** is hereby granted to Rum River Retail Ventures, LLC ("Permittee").
- 2) The term of the **Permit** shall commence on January 3, 2012 and shall expire nine (9) months thereafter (October 3, 2012).
- 3) This **Permit** is applicable only to the operation of a Church and Church Offices on the **Subject Property**. The granting of this **Permit** does not allow for any other use that is prohibited in the B-1 Business District.
- 4) That in accordance with MN State Building Code Chapter 1306, a fire suppression system is required. This **Permit** is contingent on certain benchmarks being completed as outlined herein:

- Complete Automatic Fire Suppression Permit Application submittal on or before March 1, 2012; and
 - Payment of Automatic Fire Suppression Permit Application fees and issuance of Automatic Fire Suppression Permit on or before July 1, 2012; and
 - Automatic fire suppression system approved by City and operational on or before September 1, 2012.
- 5) This **Permit** is subject to review and revocation/termination if any of the benchmarks identified in Condition #4 are not satisfied.
 - 6) This **Permit** shall become null and void in the event the use granted under this **Permit** permanently ceases prior to the expiration date or upon the expiration date, whichever occurs first.
 - 7) That all costs incurred by the **City** in administering and enforcing this **Permit** shall be the responsibility of the **Permittee**.
 - 8) That the City Administrator or his or her designee shall have the right to inspect the **Subject Property** for compliance, safety measures and quantities and storage of combustibles at any time.
 - 9) That the failure of the **City** at any time to require performance by the **Permittee** of any provisions herein shall in no way affect the right of the **City** thereafter to enforce the same. Nor shall waiver by the **City** of any breach of any of the provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
 - 10) That if any provision of this **Permit** shall be declared void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
 - 11) That this **Permit** shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the **City** and the **Permittee**.
 - 12) That if the **Permittee** or its successors or assigns violates any material term or condition of this **Permit**, it is grounds for suspension or revocation hereof consistent with applicable law. Specifically, but without limiting the foregoing, the **City** may amend, suspend, or revoke this **Permit**, consistent with applicable law, if the City Council reasonably determines that continued operation of the facility places the public health, safety or welfare or the environment in jeopardy or creates a public nuisance due to odors, litter, debris or other nuisance factors. The change, alteration or amendment of any statute, regulation, ordinance or permit condition by any governmental authority other than the **City**, shall not excuse the **Permittee** from compliance with statutes, regulations, ordinances or **Permit** conditions in effect on the date of the original issuance of this **Permit** unless compliance is waived or excused by the **City**.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 22nd day of November, 2011.

RUM RIVER RETAIL VENTURES, LLC.

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, _____, before me, a Notary Public, personally appeared _____, the _____ of Rum River Retail Ventures, LLC, a limited liability corporation under the laws of Minnesota, on behalf of the corporation.

Notary Public

CITY OF RAMSEY:

By: _____
Mayor

By: _____
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, _____, before me, a Notary Public, personally appeared Bob Ramsey and JoAnn M. Thieling, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Clerk of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said Municipal Corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said Bob Ramsey and JoAnn M. Thieling acknowledge said instrument to be the free act and deed of said Municipal Corporation.

Notary Public

This document drafted by:
The City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

This document reviewed by:
Randall & Goodrich
2140 Fourth Avenue
Anoka, MN 55303

CC Regular Session

4. 7.

Meeting Date: 08/13/2012

By: Jackie Lipski, Finance

Information

Title:

Adopt Resolution #12-08-XXX Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the period of July 19, 2012 through August 8, 2012

Funding Source:

N/A

Council Action:

Motion to Adopt Resolution #12-08-XXX Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the period of July 19, 2012 through August 8, 2012.

Attachments

Billslist 08142012

Resolution 08/14/2012

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	08/08/2012 03:34 PM
Kurt Ulrich	Kurt Ulrich	08/09/2012 11:09 AM
Form Started By: Jackie Lipski		Started On: 08/08/2012 03:24 PM
	Final Approval Date: 08/09/2012	

RAMSEY CITY COUNCIL MEETING
8/14/2012
BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	<u>SUBMITTED FOR APPROVAL</u>
Purchase Journal:	
Prepays 7/19/12-8/8/12	723,745.56
Accounts Payable 7/19/12-8/8/12	341,082.70
Payroll 7/19/12	157,982.76
Payroll 8/2/12	114,663.37
Debt Service	112,083.33

TOTAL SUBMITTED FOR APPROVAL THIS MEETING

\$ 1,449,557.72

<u>DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:</u>	<u>APPROVED PREV. MTG</u>	<u>2012 Y.T.D.</u>
NET PAYROLL TOTAL	\$	\$ 1,570,873.70
- CORRECTION TO PAYROLL		
PREPAIDS	208,244.31	2,848,337.57
- PREPAID ADJUSTMENTS		
WIRE TRANSFERS FOR DEBT SERVICE		535,420.00
- CORRECTION TO D.S.		
ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
- BILLS LIST SUBMITTED	189,878.59	3,438,777.37
ADD (DELETE) BILLS LIST SUBMITTED		
PAY ESTIMATE(S)	251,466.52	1,819,759.82
- CHECKS VOIDED	0.00	0.00
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	\$ 649,589.42	\$ 10,213,168.46

CITY OF RAMSEY
Council Check Register

7/19/2012 -- 12/31/2012

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
88905	7/19/2012		113188 NETWORK ACCESS PRODUCTS						
		380.00	REFUND BUS APP EVENT REG		63537	071812	9230.6249		MISCELLANEOUS OPERATING
		<u>380.00</u>							
88906	7/19/2012		107244 NORTHLAND TRUST SERVICES INC						
		99,994.58	INT DUE-BONDS 2011A		63538	060712	9345.6611		BOND INTEREST
		12,088.75	INT DUE-REFUNDING BONDS 04		63539	060712A	9338.6611		BOND INTEREST
		<u>112,083.33</u>							
88907	7/19/2012		107962 GENESIS EMPLOYEE BENEFITS						
		3,977.35			63525	07181213412812	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>3,977.35</u>							
88908	7/19/2012		100257 LAW ENFORCEMENT LABOR SRV INC						
		427.50			63295	070312935422	9101.2177		UNION DUES
		427.50			63529	0718121341282	9101.2177		UNION DUES
		<u>855.00</u>							
88909	7/19/2012		100298 MN AFSCME COUNCIL 5						
		458.09			63296	070312935423	9101.2177		UNION DUES
		458.09			63530	0718121341283	9101.2177		UNION DUES
		<u>916.18</u>							
88910	7/24/2012		111364 ASSURANT EMPLOYEE BENEFITS						
		1,114.84	AUGUST 2012 LTD		63540	5413144AUG2012	9101.2170		DENTAL/DISABILITY/LIFE
		<u>1,114.84</u>							
88911	7/24/2012		112547 BEN ROSSOM/ICO RAMSEY POLICE E						
		600.00	REIMB EXPLORER DONATION CK		63541	071912	0211.6249		MISCELLANEOUS OPERATING
		<u>600.00</u>							
88912	7/24/2012		106583 DELTA DENTAL PLAN OF MINNESOTA						
		1,923.95	AUG 2012 DENTAL COVERAGE		63542	4900342	9101.2170		DENTAL/DISABILITY/LIFE
		<u>1,923.95</u>							
88913	7/24/2012		100167 ELK RIVER FORD INC						
		69.95	WORK ON 351		63543	16025328/1	0211.6388	00000351	OTHER VEHICLE REPAIR
		138.00	WORK ON 393		63544	16020815/1	0211.6388	00000393	OTHER VEHICLE REPAIR
		<u>207.95</u>							
88914	7/24/2012		107962 GENESIS EMPLOYEE BENEFITS						
		68.25	FLEX/VEBA FEES JUNE 2012		63545	15252	0130.6315		MISCELLANEOUS PROFESSIO
		227.90	FLEX/VEBA FEES JUNE 2012		63545	15252	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>296.15</u>							
88915	7/24/2012		112682 OLSON,GERALD						
		100.00	SAFETY CAMP- SOUND/TECH WORK		63546	072312	0237.6249		MISCELLANEOUS OPERATING
		<u>100.00</u>							
88916	7/24/2012		100413 RANDALL AND GOODRICH, P L .C						
		3,036.10	JULY 2012 PROSECUTION BILLING		63547	072012	0161.6304		LEGAL FEES
		<u>3,036.10</u>							
88917	7/24/2012		113191 UBS FINANCIAL SERVICES INC						
		500,000.00	BONDS # 3133803H8		63548	071912	9701.1035		PRUDENTIAL - INVESTMENTS
		<u>500,000.00</u>							

CITY OF RAMSEY
Council Check Register

7/19/2012 - 12/31/2012

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
88988	7/26/2012		110568 GREEN VALLEY GREENHOUSE						
		96.03	CITY HALL- GARDEN CLUB		63549	188331	0452.6249		MISCELLANEOUS OPERATING
		96.03							
88989	7/26/2012		100413 RANDALL AND GOODRICH, P L .C						
		33.00	JUNE 2012 CIVIL BILLING		63552	072612	9410.6304	00041001	LEGAL FEES
		88.00	JUNE 2012 CIVIL BILLING		63552	072612	0295.6304		LEGAL FEES
		484.00	JUNE 2012 CIVIL BILLING		63552	072612	9496.6304		LEGAL FEES
		3,901.25	JUNE 2012 CIVIL BILLING		63552	072612	0161.6304		LEGAL FEES
		4,506.25							
88990	7/26/2012		100422 REGISTERED ABSTRACTERS INC						
		63.05	BAL. ON NORDVIK CLOSING		63550	072510	9496.6510	00201220	LAND
		63.05							
88991	7/26/2012		106990 USA BLUE BOOK						
		159.90	HEAVY DUTY HOSE		63551	638433	9602.6249		MISCELLANEOUS OPERATING
		159.90							
88992	7/31/2012		100043 ANOKA COUNTY PROPERTY RECORDS						
		52.65	RECORD STATE DEED-OUTLOT K		63619	073112	9499.6315		MISCELLANEOUS PROFESSIO
		52.65							
88993	7/31/2012		104474 CARQUEST AUTO PARTS						
		34.21	RELAY		63611	6975-131871	0311.6257		OTHER VEHICLE PARTS
		34.21							
88994	7/31/2012		100297 CENTERPOINT ENERGY						
		45.96	GAS-7550 SUNWOOD DR		63607	6702493-5 JUNE 2012	0194.6373		GAS
		21.73	GAS-6701 HIGHWAY 10		63608	6011580-5 JUNE 2012	9410.6373	00041012	GAS
		19.24	14515 E TOWN CENTER DR		63609	8782239-1JUNE20 12	9601.6373		GAS
		12.55	GAS- CITY LOCATIONS		63610	8000014064-2JUN E2012	9605.6373		GAS
		12.57	GAS- CITY LOCATIONS		63610	8000014064-2JUN E2012	9601.6373		GAS
		12.57	GAS- CITY LOCATIONS		63610	8000014064-2JUN E2012	9602.6373		GAS
		33.60	GAS- CITY LOCATIONS		63610	8000014064-2JUN E2012	0452.6373		GAS
		37.70	GAS- CITY LOCATIONS		63610	8000014064-2JUN E2012	0311.6373		GAS
		80.16	GAS- CITY LOCATIONS		63610	8000014064-2JUN E2012	0220.6373		GAS
		276.08							
88995	7/31/2012		111471 COMMERCIAL PARTNERS TITLE						
		1,150.00	TITLE SEARCH COR TWO 35789		63617	28508	0295.6315		MISCELLANEOUS PROFESSIO
		1,281.00	TITLE SEARCH COR THREE 35791		63618	28512	9499.6315		MISCELLANEOUS PROFESSIO
		2,431.00							
88996	7/31/2012		100116 CONNEXUS ENERGY						
		516.16	16300 ST FRANCIS BLVD-IRRIG		63612	444931-267449JU L12	0452.6371		ELECTRIC UTILITIES
		516.16							

CITY OF RAMSEY
Council Check Register

7/19/2012 - 12/31/2012

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
88997	7/31/2012		100169 EMERGENCY APPARATUS MAINTENANC						
		482.06	PUMP TEST/SERVICE 500		63613	61729	0220.6388	00000500	OTHER VEHICLE REPAIR
		<u>482.06</u>							
88998	7/31/2012		110760 FIRE SAFETY USA, INC						
		297.00	SHIELDS/MEDALLIONS		63614	50690A	0220.6231		UNIFORMS & TURN-OUT GEAF
		<u>297.00</u>							
88999	7/31/2012		112075 MINNESOTA SHERIFFS' ASSOCIATIO						
		140.00	CIVIL DISP-HEMMERICH/MOLDENHAU		63616	000880	0211.6335		TRAINING
		<u>140.00</u>							
89000	7/31/2012		100510 VERIZON WIRELESS						
		26.02	JUNE 10-JULY 9- 2012 SERVICE		63615	2769682648	0301.6323		CELLULAR PHONES
		26.02	JUNE 10-JULY 9- 2012 SERVICE		63615	2769682648	0111.6249		MISCELLANEOUS OPERATING
		52.04	JUNE 10-JULY 9- 2012 SERVICE		63615	2769682648	0130.6323		CELLULAR PHONES
		<u>104.08</u>							
89001	8/2/2012		107962 GENESIS EMPLOYEE BENEFITS						
		4,096.75			63672	08011210532312	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>4,096.75</u>							
89002	8/2/2012		110734 CITY OF RAMSEY						
		19.77	40323049		63684	080212	9601.4651		WATER REVENUE
		19.77	48903907		63684	080212	9601.4651		WATER REVENUE
		41.53	66675678		63684	080212	9601.4651		WATER REVENUE
		42.00	494013046		63684	080212	9601.4651		WATER REVENUE
		105.88	718190		63684	080212	9601.4651		WATER REVENUE
		185.53	2ND QTR 6701 HWY 10		63685	719019 2ND QTR 2012	9410.6372	00041012	WATER/IRRIGATION
		1,457.67	7550 SUNWOOD DR		63686	444931294 2ND QTR 2012	0194.6372		WATER/IRRIGATION
		106.53	7650 SUNWOOD DR		63687	444931372 2ND QTR 2012	9240.6372		WATER/IRRIGATION
		<u>1,978.68</u>							
89003	8/2/2012		111618 MN POLLUTION CONTROL AGENCY						
		562.50	RE: ST PAUL TERMINAL-RAMSEY 2		63688	7700004878	9230.6315		MISCELLANEOUS PROFESSIO
		<u>562.50</u>							
89004	8/2/2012		100351 NCPERS MINNESOTA						
		256.00	LIFE INS AUGUST 2012		63689	7048812	9101.2170		DENTAL/DISABILITY/LIFE
		<u>256.00</u>							
89005	8/2/2012		100413 RANDALL AND GOODRICH, P L .C						
		2,833.00	JULY 2012 PROSECUTION		63690	080112	0161.6304		LEGAL FEES
		<u>2,833.00</u>							
89006	8/2/2012		112235 SHARP CREATIVE						
		559.49	PANEL FOR V SIGN		63691	113	0295.6246		MARKETING & PROMOTIONS
		35.99-			63691	113	9295.2082		SALES/USE TAX PAYABLE
		6,566.40	ICSC-MARKETING		63692	111	0295.6246		MARKETING & PROMOTIONS
		422.40-			63692	111	9295.2082		SALES/USE TAX PAYABLE
		<u>6,667.50</u>							
89007	8/2/2012		100510 VERIZON WIRELESS						

CITY OF RAMSEY
Council Check Register

7/19/2012 -- 12/31/2012

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		74.22	JUNE/JUL 2012 BILLING		63693	2775177096	0130.6323		CELLULAR PHONES
		74.22							
89008	8/2/2012		113195 WEBQA INC						
		3,000.00	WEB SUBSCRIPTION		63694	703-120710	0130.6335		TRAINING
		4,800.00	WEB SUBSCRIPTION		63694	703-120710	0192.6405		OFFICE & DATA PROCESSING
		7,800.00							
89009	8/7/2012		101103 NEXTEL COMMUNICATIONS						
		47.50	JUNE/JULY 2012 BILLING		63695	570683319-128	0191.6323		CELLULAR PHONES
		100.08	JUNE/JULY 2012 BILLING		63695	570683319-128	0111.6249		MISCELLANEOUS OPERATING
		101.96	JUNE/JULY 2012 BILLING		63695	570683319-128	0194.6323		CELLULAR PHONES
		105.22	JUNE/JULY 2012 BILLING		63695	570683319-128	0130.6323		CELLULAR PHONES
		190.61	JUNE/JULY 2012 BILLING		63695	570683319-128	0311.6323		CELLULAR PHONES
		201.11	JUNE/JULY 2012 BILLING		63695	570683319-128	0220.6323		CELLULAR PHONES
		217.07	JUNE/JULY 2012 BILLING		63695	570683319-128	0452.6323		CELLULAR PHONES
		232.70	JUNE/JULY 2012 BILLING		63695	570683319-128	0301.6323		CELLULAR PHONES
		246.29	JUNE/JULY 2012 BILLING		63695	570683319-128	9601.6323		CELLULAR PHONES
		577.03	JUNE/JULY 2012 BILLING		63695	570683319-128	0211.6323		CELLULAR PHONES
		2,019.57							
90218015	7/19/2012		100398 PUBLIC EMPLOYEES RETIREMENT AS						
		50.00			63484	0717121500291	9101.2174		PERA-EMPLOYEE
		50.00			63485	0717121500292	9101.2183		PERA-EMPLOYER
		12,884.85			63533	0718121341286	9101.2174		PERA-EMPLOYEE
		17,271.64			63534	0718121341287	9101.2183		PERA-EMPLOYER
		30,256.49							
90219360	8/2/2012		100398 PUBLIC EMPLOYEES RETIREMENT AS						
		12,870.39			63680	0801121053236	9101.2174		PERA-EMPLOYEE
		17,231.38			63681	0801121053237	9101.2183		PERA-EMPLOYER
		30,101.77							
91947032	7/19/2012		107784 VILLAGE BANK						
		1,342.02			63481	0717121248592	9101.2171		FEDERAL WITHHOLDING
		1,995.86			63482	0717121248593	9101.2173		FICA & MEDICARE-EMPLOYEE
		2,687.16			63483	0717121248594	9101.2182		FICA & MEDICARE-EMPLOYER
		265.07			63487	0717121500294	9101.2173		FICA & MEDICARE-EMPLOYEE
		358.90			63488	0717121500295	9101.2182		FICA & MEDICARE-EMPLOYER
		6,958.25			63523	07181213412810	9101.2173		FICA & MEDICARE-EMPLOYEE
		9,104.29			63524	07181213412811	9101.2182		FICA & MEDICARE-EMPLOYER
		20,124.85			63536	0718121341289	9101.2171		FEDERAL WITHHOLDING
		42,836.40							
92029188	8/2/2012		107784 VILLAGE BANK						
		6,545.40			63670	08011210532310	9101.2173		FICA & MEDICARE-EMPLOYEE
		8,547.49			63671	08011210532311	9101.2182		FICA & MEDICARE-EMPLOYER
		18,851.53			63683	0801121053239	9101.2171		FEDERAL WITHHOLDING
		33,944.42							
92120138	8/2/2012		100301 MN CHILD SUPPORT PAYMENT CNTR						
		849.46			63678	0801121053234	9101.2185		GARNISHMENTS/SUPPORT
		144.53			63679	0801121053235	9101.2185		GARNISHMENTS/SUPPORT
		993.99							
93051264	8/2/2012		100601 MN DEPT OF REV WH						
		7,774.65			63682	0801121053238	9101.2172		STATE WITHHOLDING

CITY OF RAMSEY
Council Check Register

7/19/2012 -- 12/31/2012

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		7,774.65							
95924109	7/19/2012		110305 HARTFORD LIFE INSURANCE COMPAN						
		476.68			63292	0703129354213	9101.2176		LIFE/HEALTH-EMPLOYEE
		551.37			63526	07181213412813	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>1,028.05</u>							
96062694	7/19/2012		100601 MN DEPT OF REV WH						
		744.38			63480	0717121248591	9101.2172		STATE WITHHOLDING
		2.23			63486	0717121500293	9101.2172		STATE WITHHOLDING
		8,256.34			63535	0718121341288	9101.2172		STATE WITHHOLDING
		<u>9,002.95</u>							
98071912	7/19/2012		100223 ICMA RETIREMENT TRUST 467						
		1,844.18			63522	0718121341281	9101.2175		DEFERRED COMPENSATION
		<u>1,844.18</u>							
99071951	7/19/2012		111465 STATE STREET BANK						
		2,704.00			63527	07181213412814	9101.2175		DEFERRED COMPENSATION
		<u>2,704.00</u>							
99071954	7/19/2012		111465 STATE STREET BANK						
		8,448.07			63528	07181213412815	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>8,448.07</u>							
99080212	8/2/2012		100223 ICMA RETIREMENT TRUST 467						
		1,864.18			63669	0801121053231	9101.2175		DEFERRED COMPENSATION
		<u>1,864.18</u>							
99080251	8/2/2012		111465 STATE STREET BANK						
		394.21			63675	08011210532315	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>394.21</u>							
99080254	8/2/2012		111465 STATE STREET BANK						
		2,704.00			63674	08011210532314	9101.2175		DEFERRED COMPENSATION
		<u>2,704.00</u>							
99120150	7/19/2012		100301 MN CHILD SUPPORT PAYMENT CNTR						
		849.46			63531	0718121341284	9101.2185		GARNISHMENTS/SUPPORT
		144.53			63532	0718121341285	9101.2185		GARNISHMENTS/SUPPORT
		<u>993.99</u>							

835,828.89 Grand Total

Payment Instrument Totals

Check Total	660,937.54
Transfer Total	174,891.35
Total Payments	835,828.89

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CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2012

Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount
113185	3 WAY ELECTRIC INC 19949 ST FRANCIS BLVD ANOKA MN 55303	WIRE BLDG 7695 147TH LANE	PV	63553	001	09805	7/3/2012	070312	582.50
								Summary Total	582.50
								Payment Amount	582.50
107867	ABM EQUIPMENT AND SUPPLY 333 2ND STREET NE HOPKINS MN 55343	CAMERA CABLE	PV	63620	001	09602	7/20/2012	0133130	157.66
								Summary Total	157.66
								Payment Amount	157.66
100012	ACE SOLID WASTE INC 6601 MCKINLEY STREET NW RAMSEY MN 55303	CITY RECYCLE-AUG 2012	PV	63621	001	09604	8/1/2012	0009663191	23,617.70
								Summary Total	23,617.70
								FD TRASH AUG 2012	26.54
								Summary Total	26.54
								TRASH/RECYCLE AUG 2012	140.01
								TRASH/RECYCLE AUG 2012	30.51
								TRASH/RECYCLE AUG 2012	226.87
								TRASH/RECYCLE	90.01

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CITY OF RAMSEY
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Payment Instrument Check Payment
Pay Through Date 12/31/2012

Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
		AUG 2012							
		TRASH/RECYCLE	PV	63753	005	09101	8/1/2012	0009663731	30.00
		AUG 2012							
		TRASH/RECYCLE	PV	63753	006	09101	8/1/2012	0009663731	30.00
		AUG 2012							
		TRASH/RECYCLE	PV	63753	007	09101	8/1/2012	0009663731	30.00
		AUG 2012							
									Summary Total
									577.40
									Payment Amount
									24,221.64
100017	AIRGAS NORTH CENTRAL	MISC GASES	PV	63554	001	09101	6/30/2012	9903142675	18.98
	AIRGAS NORTH CENTRAL PO BOX 802588 CHICAGO IL 60680-2588								Summary Total
									18.98
									Payment Amount
									18.98
110744	ALLINA HEALTH SYSTEM	EMS TRAINING JULY-SEPT 2012	PV	63555	001	09101	7/1/2012	110015864	1,346.25
	ALLINA HEALTH SYSTEM LAWSON MISC BILLING NW 7710 P O BOX 9383 MINNEAPOLIS MN 55440-9383								Summary Total
									1,346.25
									Payment Amount
									1,346.25
108664	AMERICAN	COFFEE-CREAM-	PV	63622	001	09101	7/10/2012	6614	216.90

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CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2012

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
VENDING INC		SUGAR							
AMERICAN VENDING INC	10787 93RD	COFFEE	PV	63752	001	09101	7/24/2012	6641	82.70
	AVENUE N								
	MAPLE GROVE MN 55369								
									Summary Total 216.90
									Payment Amount 299.60
100026 ANDERSON		NORTH COMMONS	PV	63623	001	09805	7/24/2012	07-3508	30,000.00
	IRRIGATION	PRK-IRRIG							
	ANDERSON IRRIGATION								Summary Total 30,000.00
	3200 MAIN STREET NE SUITE 240								Payment Amount 30,000.00
	MINNEAPOLIS MN 55448								
100028 ANDOVER WHEEL		WHEEL	PV	63624	001	09101	7/24/2012	6332	59.00
	AND FRAME INC	ALIGNMENT 401							
	ANDOVER WHEEL AND FRAME INC								Summary Total 59.00
	13476 HANSON BLVD								Payment Amount 59.00
	ANDOVER MN 55304								
100029 ANOKA AREA		4 GOLF	PV	63625	001	09101	7/25/2012	17610	230.00
	CHAMBER OF	TOURNEY							
	COMMERCE								
	ANOKA AREA	4 GOLF	PV	63625	002	09101	7/25/2012	17610	115.00
	CHAMBER OF	TOURNEY							
	COMMERCE								
	12 BRIDGE	4 GOLF	PV	63625	003	09101	7/25/2012	17610	115.00

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CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2012

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
Payment Amount									774.84
100063	ASPEN MILLS	NAME	PV	63558	001	09101	7/19/2012	123271	36.60
		TAGS-GRANT/SC HANTZEN							
	ASPEN MILLS							Summary Total	36.60
	8201 C	SCHIFERLI-	PV	63559	001	09101	7/11/2012	123023	219.50
	CENTRAL AVE	FIRE BOOTS							
	NE								
	SPRING LAKE PARK MN 55432							Summary Total	219.50
		DAHLBERG-	PV	63560	001	09101	7/11/2012	123024	154.27
		AUDIO TUBE/CLIP							
								Summary Total	154.27
		KATERS- MISC	PV	63731	001	09101	7/26/2012	123510	50.34
								Summary Total	50.34
		SCHANTZEN-	PV	63732	001	09101	7/26/2012	123509	407.25
		MISC							
								Summary Total	407.25
		FRANKFURTH-	PV	63733	001	09101	7/26/2012	123508	22.41
		EAR MOLD							
								Summary Total	22.41
		VOIT- MISC	PV	63734	001	09101	7/26/2012	123507	231.90
								Summary Total	231.90
		M. KOHNER	PV	63754	001	09101	7/26/2012	123506	105.42
		BOOTS							
								Summary Total	105.42

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CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2012

Payee	Stub	Document	Due	Invoice	Payment											
Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount							
Payment Amount									1,227.69							
107123	BERGE, MIKE	CLOTHING REIMB- M. BERGE	PV	63561	001	09101	7/24/2012	072412	183.24							
MIKE BERGE 15538 FOX STREET NW ANDOVER MN 55304									Summary Total	183.24						
Payment Amount									183.24							
105903	CARDIAC SCIENCE CORPORATION	ELECTRODES/BA TTERY	PV	63697	001	09101	7/25/2012	1516098	325.49							
CARDIAC SCIENCE CORPORATION DEPT 0587 P O BOX 120587 DALLAS TX 75312-0587									Summary Total	325.49						
Payment Amount									325.49							
104474	CARQUEST AUTO PARTS	BATTERY RETURN 301	PD	63562	001	09101	7/18/2012	6975-132666	19.58-							
CARQUEST AUTO PARTS P O BOX 503589									Summary Total	19.58-						
ST LOUIS MO 63150-3589									BUSHINGS/PASS WEIGHT	PV	63563	001	09101	7/23/2012	6975-132890	63.73
MISC PARTS									Summary Total	63.73						
GREASE CAP									PV	63564	001	09101	7/19/2012	6975-132735	9.98	
Summary Total									9.98							
Summary Total									4.22							

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CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2012

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Item Itm	Co	Due Date	Invoice Number	Payment Amount
									Summary Total 4.22
		AIR FILTERS	PV	63735	001	09605	7/27/2012	6975-133106	27.18
		AIR FILTERS	PV	63735	002	09605	7/27/2012	6975-133106	27.18
									Summary Total 54.36
		MINI LAMP	PV	63736	001	09101	8/1/2012	6975-133317	22.34
									Summary Total 22.34
		FUEL FILTERS	PV	63737	001	09101	8/1/2012	6975-133316	101.06
									Summary Total 101.06
		BATTERY 643- RETURN	PD	63738	001	09101	7/30/2012	6975-133191	36.34-
									Summary Total 36.34-
		INFLATOR GAUGE	PV	63739	001	09101	7/25/2012	6975-132995	60.18
									Summary Total 60.18
		COUPLER PLUG/THREAD SEALANT	PV	63740	001	09101	7/26/2012	6975-133054	13.48
									Summary Total 13.48
		CABIN AIR FILTER	PV	63741	001	09101	7/27/2012	6975-133111	51.11
									Summary Total 51.11
		OIL FILTER- 642	PV	63742	001	09605	7/26/2012	6975-133087	5.99
									Summary Total 5.99
		BATTERY 662	PV	63743	001	09101	7/30/2012	6975-133174	291.74
									Summary Total 291.74
		BATTERY 643 AND MISC	PV	63744	001	09101	7/30/2012	6975-133190	182.95

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		BATTERY 643 AND MISC	PV	63744	002	09101	7/30/2012	6975-133190	39.93
									Summary Total 222.88
									Payment Amount 845.15
110537	CARRIER CORPORATION CARRIER CORPORATION P O BOX 93844 CHICAGO IL 60673-3844	REPAIR AT CH	PV	63698	001	09240	7/20/2012	B002281051	591.67
									Summary Total 591.67
									Payment Amount 591.67
111496	CENTRAL IRRIGATION SUPPLY INC CENTRAL IRRIGATION SUPPLY INC 8 WILLIAMS STREET ELMSFORD NY 10523	MISC PARTS	PV	63567	001	09101	7/19/2012	6025654-00	10.60
									Summary Total 10.60
		MISC PARTS	PV	63627	001	09101	7/25/2012	6025824-00	190.64
									Summary Total 190.64
		MISC PARTS	PV	63628	001	09101	7/19/2012	6025621-00	173.23
									Summary Total 173.23
									Payment Amount 374.47
106670	CENTRAL POWER DISTRIBUTORS INC CENTRAL POWER DISTRIBUTORS INC	BLADES	PV	63566	001	09101	7/13/2012	118484	254.60
									Summary Total 254.60

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Payee	Stub	Document	Due	Invoice	Payment				
Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
	3801 THURSTON AVENUE ANOKA MN 55303								254.60
				Payment Amount					254.60
113163	CENTURY MANUFACTURING CORPORATION	DEGREASER- ORANGE	PV	63745	001	09101	7/27/2012	511989	354.86
	CENTURY MANUFACTURING CORPORATION P O BOX 2208 SEAFORD NY 11783								354.86
				Summary Total					354.86
				Payment Amount					354.86
100111	COMMERCIAL ASPHALT COMPANY	ASPHALT	PV	63630	001	09101	7/15/2012	071512	716.86
	COMMERCIAL ASPHALT COMPANY P O BOX 1480 MAPLE GROVE MN 55311-6480								716.86
				Summary Total					716.86
				Payment Amount					716.86
100116	CONNEXUS ENERGY	TOWER/LIFT STAT/WELLS	PV	63701	001	09601	7/20/2012	759126-303102 JUL2012	17,650.26
	CONNEXUS ENERGY	TOWER/LIFT STAT/WELLS	PV	63701	002	09601	7/20/2012	759126-303102 JUL2012	688.82
	PO BOX 1808 MINNEAPOLIS MN 55480-1808								18,339.08
		STREET LIGHTS	PV	63702	001	09603	7/20/2012	759126-303101 JUL2012	10,033.92
				Summary Total					10,033.92
				Summary Total					10,033.92

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Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount	
		PW/PARKS/IRRI GATION	PV	63746	001	09101	7/20/2012	759126-303106 JUL12	2,638.50	
		PW/PARKS/IRRI GATION	PV	63746	002	09101	7/20/2012	759126-303106 JUL12	535.77	
		PW/PARKS/IRRI GATION	PV	63746	003	09101	7/20/2012	759126-303106 JUL12	178.59	
		PW/PARKS/IRRI GATION	PV	63746	004	09101	7/20/2012	759126-303106 JUL12	178.59	
		PW/PARKS/IRRI GATION	PV	63746	005	09101	7/20/2012	759126-303106 JUL12	178.59	
				Summary Total						3,710.04
		TRAFFIC SIGNS	PV	63747	001	09101	7/20/2012	759126-303100 JUL12	446.73	
				Summary Total						446.73
				Payment Amount						32,529.77
100117	CONNEXUS ENERGY	6398 BUNKER LK- SIGNAL	PV	63699	001	09202	7/19/2012	444931-303364	2,180.84	
	CONNEXUS ENERGY			Summary Total						2,180.84
	14601 RAMSEY BLVD NW	14702 ARMSTRONG SIGNAL	PV	63700	001	09496	7/19/2012	444931-303365	1,824.38	
	RAMSEY MN 55303			Summary Total						1,824.38
				Payment Amount						4,005.22
100118	CONSTRUCTION BULLETIN	AD NORTH COMMONS	PV	63703	001	09499	7/27/2012	70796	189.00	
	SGC HORIZON LLC			Summary Total						189.00

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	P O BOX 791	AD NORTH COMMONS	PV 63704 001 09499	7/20/2012	70546	189.00
	ARLINGTON HEIGHTS IL 60006				Summary Total	189.00
					Payment Amount	378.00
100125	COUNTRYSIDE PRINTING INC	BUS CARDS- SCHANTZEN .	PV 63568 001 09101	7/13/2012	31120	63.06
	COUNTRYSIDE PRINTING 6250 BUNKER LAKE BLVD NW	BUS. CARDS. S. NELSON	PV 63705 001 09101	7/27/2012	31141	41.68
	SUITE 113 RAMSEY MN 55303				Summary Total	41.68
					Payment Amount	104.74
100144	DEHN OIL COMPANY	DIESEL FUEL	PV 63631 001 09101	7/13/2012	17374	2,121.00
	DEHN OIL COMPANY 6735 141ST AVENUE NW	DIESEL FUEL	PV 63632 001 09101	7/13/2012	17373	1,736.72
	RAMSEY MN 55303				Summary Total	1,736.72
		COMMERCIAL FUEL	PV 63748 001 09101	7/30/2012	25014000	1,103.43
					Summary Total	1,103.43
					Payment Amount	4,961.15
101185	DO ALL PRINTING COM	GOLF SHIRTS	PV 63633 001 09230	7/20/2012	17429	235.50

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Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Item	Co	Due Date	Invoice Number	Payment Amount
	INC								
	DO ALL PRINTING COM	GOLF SHIRTS	PV	63633	002	09230	7/20/2012	17429	235.50
	INC								
	6360 HIGHWAY 10 NW								471.00
	RAMSEY MN	POSTERS- AUG	PV	63749	001	09101	7/27/2012	17512	76.95
	55303	2 AND 9							
									76.95
									547.95
	110875 ECKENROTH,	APP. WISER	PV	63750	001	09496	4/27/2012	2012.09	1,000.00
	GEORGE M.	CHOICE LIQ.							
	GEORGE M. ECKENROTH								1,000.00
	732 SPRING HILL CIRCLE								
	WOODBURY MN 55125								1,000.00
	100158 ECM	HEAR- COR TWO	PV	63569	001	09295	7/20/2012	01801755	82.00
	PUBLISHERS								
	INC								
	ECM PUBLISHERS INC								82.00
	4095 COON	HEAR- PUBLISH	PV	63706	001	09101	7/27/2012	01802151	30.75
	RAPIDS BLVD	PAT							
	COON RAPIDS MN 55433								30.75
		ORD- 12-11	PV	63707	001	09101	7/27/2012	01802069	51.25
		DOG							
									51.25
		ORD 12-10	PV	63708	001	09101	7/27/2012	01802067	82.00

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Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount
		NOISE							
				Summary Total					82.00
		ORD 12-09 COR 3 ZONING	PV	63709	001	09101	7/27/2012	01802068	56.38
				Summary Total					56.38
		AD NORTH COMMONS BID	PV	63710	001	09494	7/27/2012	01802066	194.75
				Summary Total					194.75
				Payment Amount					497.13
100167	ELK RIVER FORD INC ELK RIVER FORD INC 17219 HIGHWAY 10 NW PO BOX 304 ELK RIVER MN 55330	PATSKEY- 410	PV	63634	001	09101	7/24/2012	15033530	74.81
				Summary Total					74.81
				Payment Amount					74.81
100170	EMERGENCY MEDICAL PRODUCTS INC EMERGENCY MEDICAL PRODUCTS INC 25196 NETWORK PLACE CHICAGO IL 60673-1251	MISC PD SUPPLIES PD-GAUZE PADS	PV	63570	001	09101	7/11/2012	1478573	1,040.32
				Summary Total					1,040.32
			PV	63571	001	09101	7/13/2012	1479119	17.08
				Summary Total					17.08
				Payment Amount					1,057.40

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Payee		Stub	Document			Due	Invoice	Payment	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount
113199	ENFORCEMENT LIGHTING	REMOVE EQUIP-387	PV	63751	001	09101	8/6/2012	080612	225.00
	ENFORCEMENT LIGHTING			Summary Total					225.00
23058	NAVAJO STREET NW	SPEAKER/MOUNT /LED SPOT LIGHT	PV	63755	001	09101	8/6/2012	080612A	364.87
ST FRANCIS MN 55070		SPEAKER/MOUNT /LED SPOT LIGHT	PV	63755	002	09101	8/6/2012	080612A	364.87
		SPEAKER/MOUNT /LED SPOT LIGHT	PV	63755	003	09101	8/6/2012	080612A	364.87
				Summary Total					1,094.61
				Payment Amount					1,319.61
100962	EPA AUDIO VISUAL, INC	CEILING MOUNT	PV	63635	001	09101	7/25/2012	178587	395.44
	EPA AUDIO VISUAL, INC 7910 STATE HIGHWAY 55 ROCKFORD MN 55373			Summary Total					395.44
				Payment Amount					395.44
104205	EXPRESS SIGNS AND BALLOONS INC	FD ORIENTATION SIGN	PV	63572	001	09101	7/1/2012	.7943	138.94
	EXPRESS SIGNS AND BALLOONS INC PO BOX 475 ANOKA MN 55303			Summary Total					138.94

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Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount
Payment Amount									138.94
107099	FASTENAL	MISC PARTS	PV	63573	001	09101	7/23/2012	MNTC888836	130.48
Summary Total									130.48
	FASTENAL COMPANY	MISC PARTS	PV	63636	001	09101	7/12/2012	MNTC888417	9.70
Summary Total									9.70
	P O BOX 978	MISC PARTS	PV	63637	001	09101	7/13/2012	MNTC888520	11.51
Summary Total									11.51
	WINONA MN 55987	MISC PARTS	PV	63638	001	09101	7/20/2012	MNTC888770	13.69
Summary Total									13.69
		MISC PARTS	PV	63639	001	09101	7/20/2012	MNTC888702	130.48
Summary Total									130.48
		LYNCH PIN	PV	63640	001	09101	7/20/2012	MNTC888699	.72
Summary Total									.72
Payment Amount									296.58
110379	FBI LEEDA	2012 DUES-T. DWYER	PV	63574	001	09101	7/23/2012	5472-12	50.00
Summary Total									50.00
	FBI LEEDA								
	5 GREAT VALLEY PARKWAY SUITE 125								
	MALVERN PA 19355								
Payment Amount									50.00
100143	FERGUSON	METER	PV	63711	001	09601	7/20/2012	S01378777.002	342.42
	WATERWORKS	SUPPLIES							
	FERGUSON WATERWORKS								
Summary Total									342.42

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Payee		Stub	Document				Due	Invoice	Payment
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount
	PO BOX 1070	METER SUPPLIES	PV	63712	001	09601	7/20/2012	S01378777.001	347.59
	FARGO ND 58102		Summary Total						347.59
			Payment Amount						690.01
100184	FLEETWOOD COLLISION CENTER INC	CLEAN UP 566	PV	63641	001	09101	7/25/2012	3559-1	104.00
	FLEETWOOD COLLISION CENTER INC 8060 VIKING BLVD NW NOWTHEN MN 55330		Summary Total						104.00
			Payment Amount						104.00
100189	G AND K SERVICES INC	FD MATS	PV	63575	001	09101	7/18/2012	1006838717	92.34
	G AND K SERVICES INC PO BOX 1450-NW 7536 MINNEAPOLIS MN 55485-7536		Summary Total						92.34
		UNIFORMS- CLEANING	PV	63642	001	09101	7/25/2012	1006849829	74.00
		UNIFORMS- CLEANING	PV	63642	002	09101	7/25/2012	1006849829	10.00
		UNIFORMS- CLEANING	PV	63642	003	09101	7/25/2012	1006849829	127.83
		UNIFORMS- CLEANING	PV	63642	004	09101	7/25/2012	1006849829	127.83
			Summary Total						339.66
		UNIFORMS-CLEA NED	PV	63643	001	09101	7/18/2012	1006838714	74.00
		UNIFORMS-CLEA NED	PV	63643	002	09101	7/18/2012	1006838714	10.00

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Payee		Stub	Document			Due	Invoice	Payment		
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	
		UNIFORMS-CLEA NED	PV	63643	003	09101	7/18/2012	1006838714	63.75	
		UNIFORMS-CLEA NED	PV	63643	004	09101	7/18/2012	1006838714	63.76	
Summary Total									211.51	
		UNIFORMS- CLEANED	PV	63756	001	09101	8/1/2012	1006860852	74.00	
		UNIFORMS- CLEANED	PV	63756	002	09101	8/1/2012	1006860852	10.00	
		UNIFORMS- CLEANED	PV	63756	003	09101	8/1/2012	1006860852	63.75	
		UNIFORMS- CLEANED	PV	63756	004	09101	8/1/2012	1006860852	63.76	
Summary Total									211.51	
Payment Amount									855.02	
100200	GOPHER STATE ONE CALL INC	193 TICKETS	PV	63713	001	09601	8/1/2012	43494	89.90	
	GOPHER STATE ONE CALL	193 TICKETS	PV	63713	002	09601	8/1/2012	43494	89.90	
	18946 LAKE DRIVE EAST	193 TICKETS	PV	63713	003	09601	8/1/2012	43494	89.90	
	CHANHASSEN MN 55317		Summary Total							269.70
Payment Amount									269.70	
100650	GRAINGER	IN LINE FILTER	PV	63644	001	09101	7/12/2012	9875173198	101.85	
	GRAINGER INC DEPT.	MISC PARTS	PV	63645	001	09101	7/23/2012	9882876726	45.56	
Summary Total									101.85	
Payment Amount									147.41	

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Payee Number Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
806511127					
PALATINE IL 60038-0001				Summary Total	45.56
				Payment Amount	147.41
109262 GREENBERG IMPLEMENT INC	MISC PARTS	PV 63576 001 09101	7/13/2012	PS77897	354.29
GREENBERG IMPLEMENT INC 19745 NOWTHEN BLVD NW RAMSEY MN 55303	IDLER FLAT- MOWERS	PV 63577 001 09101	7/16/2012	PS77909	155.93
				Summary Total	155.93
	MISC PARTS	PV 63578 001 09101	7/19/2012	PS77897A	354.29
				Summary Total	354.29
	SPINDLE FOR 670	PV 63758 001 09101	7/24/2012	PS78124	335.31
				Summary Total	335.31
	WHEEL AND SHEAVE- MOWERS	PV 63759 001 09101	7/27/2012	PS78009	354.29
				Summary Total	354.29
	SPARK PLUGS	PV 63760 001 09101	7/30/2012	WO34168	19.88
				Summary Total	19.88
				Payment Amount	1,573.99
100211 HAWKINS INC	CHEMICALS	PV 63646 001 09601	7/20/2012	3366160	4,520.48
HAWKINS INC P O BOX 9171 MINNEAPOLIS MN 55480-9171				Summary Total	4,520.48

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Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount
Payment Amount									4,520.48
104027	INK WIZARDS INC 9958 HIGHWAY 10 NW ELK RIVER MN 55330	RE:BLUML/ROSS UM/HEMMERICH	PV	63606	001	09101	6/28/2012	62097	465.80
Summary Total									465.80
Payment Amount									465.80
106324	INSPECTRON INC 15120 CHIPPENDALE AVE SUITE 104 ROSEMOUNT MN 55068	JUNE 2012 SERVICES	PV	63580	001	09101	7/12/2012	071212	14,800.00
Summary Total									14,800.00
Payment Amount									14,800.00
111083	ISS 18125 TULANE STREET NE FOREST LAKE MN 55025	PROXIMITY CARDS	PV	63647	001	09101	7/17/2012	1953A	171.53
Summary Total									171.53
		SERVICE	PV	63714	001	09101	7/31/2012	2005A	110.00
Summary Total									110.00
Payment Amount									281.53
106740	KNOX COMPANY KNOX COMPANY	LOCK BOXES	PV	63581	001	09101	6/22/2012	INV00507517	1,065.00
Summary Total									1,065.00

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Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount
	1601 W DEER VALLEY ROAD PHOENIX AZ 85027								1,065.00
								Payment Amount	1,065.00
100250	KUSTOM SIGNALS INC KUSTOM SIGNALS INC 1010 WEST CHESTNUT PO BOX 947 CHANUTE KS 66720-0947	SOLAR PANEL	PV	63582	001	09101	7/13/2012	465913	1,068.61
								Summary Total	1,068.61
								Payment Amount	1,068.61
109818	LABEL GRAPHICS LABEL GRAPHICS 1403 OAK KNOLL FT WORTH TX 76117	JR CHIEF LABELS	PV	63583	001	09101	7/11/2012	27454	352.98
								Summary Total	352.98
								Payment Amount	352.98
111501	LANDFORM PROFESSIONAL SERVICES LANDFORM PROFESSIONAL SERVICES 105 5TH AVENUE SOUTH SUITE 513 MINNEAPOLIS MN 55401	SERVICES THROUGH JUNE 30-12	PV	63715	001	09499	7/11/2012	20796	3,445.00
								Summary Total	3,445.00
								Summary Total	17,600.00
								Summary Total	17,600.00
		RE: COMP	PV	63717	001	09601	7/16/2012	20835	500.00

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		UTILITY PLAN							
		RE: COMP	PV	63717	002	09601	7/16/2012	20835	500.00
		UTILITY PLAN							
									1,000.00
									1,200.00
		COR THREE PLAT	PV	63761	001	09295	6/11/2012	20757	1,200.00
									1,200.00
		COR TWO PLAT	PV	63762	001	09295	7/11/2012	20803	2,150.00
									2,150.00
		SUNWOOD REALIGN DESIGN	PV	63763	001	09496	7/23/2012	20848	29,700.00
									29,700.00
									55,095.00
100266	LOGIS	ENTRUST TOKENS	PV	63584	001	09101	6/30/2012	35423	64.13
									64.13
	LOGIS 5750 DULUTH STREET GOLDEN VALLEY MN 55422-4036	JUNE 2012 BILLING	PV	63585	001	09101	6/30/2012	35311	9,982.00
									9,982.00
		NETMOTION	PV	63586	001	09101	6/30/2012	35403	153.90
									153.90
		NETWORK SUPPORT	PV	63587	001	09101	6/30/2012	35359	504.00
									504.00
		MISC SUPPORT	PV	63588	001	09101	6/30/2012	35386	2,004.23

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Number	Name / Mailing Address	Message	Ty	Number	Item Co	Date	Number	Amount
					Summary Total	2,004.23		
					Payment Amount	12,708.26		
100268	LRRWMO CITY OF ANOKA	PERMIT 03-07 ESCROW DEPOSIT	PV	63718	001 09468	7/26/2012 280		482.97
					Summary Total	482.97		
					Payment Amount	482.97		
106741	LSA DESIGN INC	RAMSEY DECK BID	PV	63719	001 09468	8/1/2012 12105		2,108.96
					Summary Total	2,108.96		
					Payment Amount	2,108.96		
100270	MACQUEEN EQUIPMENT INC	QUICK RELEASE PIN	PV	63589	001 09101	7/11/2012 2123874		66.04
					Summary Total	66.04		
					Payment Amount	66.04		
108129	MCDOWALL COMPANY	WORK AT 7550 SUNWOOD DR	PV	63648	001 09101	7/18/2012 213063		506.74

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Summary Total									506.74
MCDOWALL COMPANY P O BOX 746 WAITE PARK MN 56387									506.74
100283	MENARDS COON RAPIDS	FD MISC SUPPLIES	PV	63590	001	09101	6/27/2012	54350	65.04
MENARDS COON RAPIDS 3045 MAIN STREET COON RAPIDS MN 55433									65.04
Summary Total									65.04
Payment Amount									65.04
100284	MENARDS ELK RIVER	MISC SUPPLIES	PV	63649	001	09101	7/18/2012	91295	45.66
MENARDS ELK RIVER 19521 EVANS STREET NW ELK RIVER MN 55330-1077									45.66
Summary Total									45.66
MISC SUPPLIES									44.60
Summary Total									44.60
Payment Amount									90.26
100291	MET COUNCIL SAC	SEPTEMBER 2012 WASTEWATER	PV	63721	001	09602	8/2/2012	0000995752	45,089.42
METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES 390 ROBERT STREET N SAINT PAUL MN 55101-1805									45,089.42
Summary Total									45,089.42
Payment Amount									45,089.42

R04570

CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2012

Payee		Stub	Document			Due	Invoice	Payment	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount
100287	METRO FIRE INC	FOGGER/SMOKE FLUID	PV	63591	001	09101	6/28/2012	44599	183.22
	METRO FIRE INC 13915 LINCOLN ST NE SUITE D HAM LAKE MN 55304							Summary Total	183.22
								Payment Amount	183.22
100289	METRO SALES INC	APR-JULY BILLING	PV	63720	001	09101	7/27/2012	470261	1,586.31
	METRO SALES INC	APR-JULY BILLING	PV	63720	002	09101	7/27/2012	470261	473.83
	1620 EAST 78TH STEET MINNEAPOLIS MN 55423							Summary Total	2,060.14
								Payment Amount	2,060.14
100293	MIDC ENTERPRISES	MISC PARTS	PV	63592	001	09101	7/12/2012	I0030413	144.13
	MIDC ENTERPRISES 1450 WEST COUNTY ROAD C ROSEVILLE MN 55113							Summary Total	144.13
								Payment Amount	144.13
112858	MIDWAY FORD	2012 FORD F250 PU #410	PV	63651	001	09101	7/11/2012	90543	22,455.82
	MIDWAY FORD 2777 NORTH SNELLING AVENUE							Summary Total	22,455.82

R04570

CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2012

Payee	Stub	Document	Due	Invoice	Payment				
Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
ROSEVILLE MN 55113									22,455.82
Payment Amount									22,455.82
100303	MINNESOTA CONWAY INC	FIRE ALARM-REPAIR	PV	63652	001	09240	6/29/2012	42824	547.50
MINNESOTA CONWAY 575 MINNEHAHA AVE WEST ST PAUL MN 55103-1573									547.50
Summary Total									547.50
Payment Amount									547.50
100224	MN OFFICE OF ENTERPRISE TECH SHARED SER.	WAN CHARGES JUNE 2012	PV	63593	001	09101	7/5/2012	DV12060431	176.38
MN OFFICE OF ENTERPRISE TECH SHARED TECH ROOM 510 658 CEDAR STREET ST PAUL MN 55155									176.38
Summary Total									176.38
Payment Amount									176.38
109942	MN STATE MCF LINO LAKES	CREW SERVICES	PV	63767	001	09101	7/26/2012	00000087359	3,362.50
MN STATE MCF LINO LAKES 7525 4TH AVENUE									3,362.50
LINO LAKES MN 55014-1099									3,362.50
Summary Total									10,087.50
Payment Amount									10,087.50

R04570

CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2012

Number	Payee Name / Mailing Address	Stub Message	Document Ty Number ltm Co	Due Date	Invoice Number	Payment Amount
112624	NELSON, CINDY	TUITION REIMB. SPRING 2012	PV 63722 001 09101	8/2/2012	080212	675.77
	CINDY NELSON 19460 MARMOSET STREET NW NOWTHEN MN 55303				Summary Total	675.77
					Payment Amount	675.77
100354	NEWMAN SIGNS	ATV STICKERS	PV 63653 001 09101	7/13/2012	0251060	359.03
	NEWMAN SIGNS PO BOX 1728 JAMESTOWN ND 58402-1728				Summary Total	359.03
					Payment Amount	359.03
113192	NORTHERN HEATING AND AIR CONDITIONING	REFRIGERANT/R EPAIR FEES	PV 63656 001 09101	7/9/2012	197997	711.00
	NORTHERN HEATING AND AIR CONDITIONING 9431 ALPINE DRIVE RAMSEY MN 55303				Summary Total	711.00
					Payment Amount	711.00
100363	NORTHERN SANITARY SUPPLY CO	TOWELS/TISSUE CENTRAL PRK	PV 63594 001 09101	6/28/2012	155860	212.95

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CITY OF RAMSEY
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Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2012

Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Item	Co	Due Date	Invoice Number	Payment Amount
	NORTHERN SANITARY SUPPLY CO			Summary Total					212.95
	341 COON RAPIDS BLVD	MISC SUPPLIES	PV	63654	001	09101	7/12/2012	156063	337.79
	MINNEAPOLIS MN 55433			Summary Total					337.79
		MISC SUPPLIES	PV	63655	001	09101	7/18/2012	156144	40.52
				Summary Total					40.52
				Payment Amount					591.26
110547	NORTHWEST LIGHTING SYSTEMS CO.	MISC PARTS	PV	63595	001	09101	7/10/2012	69472	164.73
	NORTHWEST LIGHTING SYSTEMS CO.			Summary Total					164.73
	9405 HOLLY STREET NW	MISC SUPPLIES	PV	63723	001	09101	7/26/2012	69714	179.92
	COON RAPIDS MN 55433			Summary Total					179.92
				Payment Amount					344.65
100368	OFFICE DEPOT	PLAQUE AND CERTIFICATE	PV	63657	001	09297	7/13/2012	616884030001	511.17
	OFFICE DEPOT P O BOX 70049			Summary Total					511.17
	LOS ANGELES CA 90074-0049	PLAQUE	PV	63724	001	09297	7/20/2012	616884030002	46.17
				Summary Total					46.17
				Payment Amount					557.34
110480	OPUS 21 MANAGEMENT SOLUTIONS	SERVICES FOR JUNE 2012	PV	63596	001	09601	7/19/2012	120634	51.20

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CITY OF RAMSEY
Create Payment Control Groups

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Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2012

Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Item	Co	Due Date	Invoice Number	Payment Amount
	OPUS 21 MANAGEMENT SOLUTIONS 680 COMMERCE DRIVE SUITE 160 WOODBURY MN 55125	SERVICES FOR JUNE 2012	PV	63596	002	09601	7/19/2012	120634	40.96
		SERVICES FOR JUNE 2012	PV	63596	003	09601	7/19/2012	120634	40.96
		SERVICES FOR JUNE 2012	PV	63596	004	09601	7/19/2012	120634	30.70
		SERVICES FOR JUNE 2012	PV	63596	005	09601	7/19/2012	120634	40.96
				Summary Total					204.78
		JULY 2012	PV	63764	001	09601	8/4/2012	120746	3,345.04
		JULY 2012	PV	63764	002	09601	8/4/2012	120746	2,676.03
		JULY 2012	PV	63764	003	09601	8/4/2012	120746	2,676.03
		JULY 2012	PV	63764	004	09601	8/4/2012	120746	2,007.01
		JULY 2012	PV	63764	005	09601	8/4/2012	120746	2,676.03
				Summary Total					13,380.14
				Payment Amount					13,584.92
112959	PREMIUM WATERS INC	JUNE 2012 WATER FD	PV	63597	001	09101	6/30/2012	621332-06-12	15.54
				Summary Total					15.54
	PREMIUM WATERS INC P O BOX 9128 MINNEAPOLIS MN 55480-9128	JUNE 2012 WATER FD	PV	63598	001	09101	6/30/2012	621331-06-12	10.73
				Summary Total					10.73
				Payment Amount					26.27
112920	PRESCRIPTION LANDSCAPE	MOWING/TRIMMI NG 7/11/12	PV	63658	001	09101	7/18/2012	180898	539.96

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CITY OF RAMSEY
Create Payment Control Groups

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Payment Instrument Check Payment
Pay Through Date 12/31/2012

Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	PRESCRIPTION LANDSCAPE 481 FRONT AVENUE ST PAUL MN 55117								539.96
								Summary Total	539.96
								Payment Amount	539.96
100403	QUICKSILVER EXPRESS COURIER QUICKSILVER EXPRESS COURIER PO BOX 64417 ST PAUL MN 55164-0417	RE: LSA DESIGN	PV	63659	001	09468	7/15/2012	6459020	39.06
								Summary Total	39.06
								Payment Amount	39.06
111366	RAMSEY, ROBERT ROBERT RAMSEY 9495 164TH LANE NW RAMSEY MN 55303	REIMB FOR DATA PLAN	PV	63725	001	09101	8/1/2012	080112	25.00
								Summary Total	25.00
								Payment Amount	25.00
110330	RESHETAR SYSTEM INC RESHETAR SYSTEM INC 730 BUNKER LAKE BLVD ANOKA MN 55303	ALPINE CULVERT REPAIR RE 16851 HELIUM ST-CULVERT	PV	63660	001	09605	7/20/2012	12-13521	8,480.00
								Summary Total	8,480.00
			PV	63726	001	09605	7/20/2012	12-13431	17,110.00
								Summary Total	17,110.00

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CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2012

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number Number	Item Itm	Co	Due Date	Invoice Number	Payment Amount	
Payment Amount									25,590.00	
100435	SCHARBER AND SONS INC	V-BELT	PV	63599	001	09101	7/23/2012	1104196	119.87	
	SCHARBER AND SONS INC								Summary Total	119.87
	13725 MAIN STREET	SPINDLE	PV	63600	001	09101	7/18/2012	1103795	72.97	
	ROGERS MN 55374								Summary Total	72.97
Payment Amount									192.84	
107711	SCHINDLER ELEVATOR	AUG-OCT-2012 CITY HALL	PV	63727	001	09101	8/1/2012	8103251442	522.27	
	SCHINDLER ELEVATOR								Summary Total	522.27
	P O BOX 93050 CHICAGO IL 60673-3050								Payment Amount	522.27
100920	SHERWIN WILLIAMS	SHERSTRIPE- WHITE	PV	63765	001	09101	7/20/2012	4189-7	23.66	
	SHERWIN WILLIAMS								Summary Total	23.66
	3564 MAIN STREET NW MINNEAPOLIS MN 55448-1002								Payment Amount	23.66
100854	ST PAUL, CITY OF	ASPHALT	PV	63629	001	09101	7/12/2012	123715	288.31	
	CITY OF ST PAUL								Summary Total	288.31

R04570

CITY OF RAMSEY
Create Payment Control Groups

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Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2012

Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Itm	Document Co	Due Date	Invoice Number	Payment Amount
	15 W KELLOGG BLVD 700 CITY HALL ST PAUL MN 55102							288.31
			Payment Amount					288.31
112996	STANTEC CONSULTING SERVICES INC	REVIEW/DRC MEETING JUNE 2012	PV	63601 001	09804	7/11/2012	604619	93.00
	STANTEC CONSULTING SERVICES INC	REVIEW/DRC MEETING JUNE 2012	PV	63601 002	09804	7/11/2012	604619	465.00
			Summary Total					558.00
13980	COLLECTIONS CENTER DRIVE CHICAGO IL 60693	RE: ZONING ORDINANCE	PV	63602 001	09101	7/11/2012	604623	1,339.13
			Summary Total					1,339.13
			Payment Amount					1,897.13
108703	STERLING TROPHY	WOOD PLAQUE	PV	63661 001	09101	7/13/2012	9925	110.08
	STERLING TROPHY 3824 7TH AVENUE ANOKA MN 55303		Summary Total					110.08
			Payment Amount					110.08
100485	TIMESAVER OFF SITE SECRETARIAL INC	JUNE 26/JULY 2 MEETINGS	PV	63662 001	09101	7/12/2012	M19189	683.95

R04570

CITY OF RAMSEY
Create Payment Control Groups

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Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2012

Payee	Stub	Document	Due	Invoice	Payment
Number	Name / Mailing Address	Message	Ty	Number	Amount
	TIMESAVER OFF SITE SECRETARIAL INC			Summary Total	683.95
	28601 HUB DRIVE				
	MADISON LAKE MN 56063-4179				
				Payment Amount	683.95
112024	TOWMASTER	POLE RV CONNECTOR	PV	63603 001 09101 7/17/2012 340648	10.73
	TOWMASTER			Summary Total	10.73
	61381 US HWY	MISC PARTS	PV	63604 001 09101 7/17/2012 340646	36.24
	12				
	LITCHFIELD MN	MISC PARTS	PV	63604 002 09101 7/17/2012 340646	24.87
	55355				
				Summary Total	61.11
				Payment Amount	71.84
100495	TWIN CITIES	MISC FLAG SUPPLIES	PV	63728 001 09101 7/25/2012 17956	26.91
	FLAG SOURCE				
	TWIN CITIES FLAG SOURCE			Summary Total	26.91
	3240 - 199TH AVENUE NW				
	ANOKA MN 55303				
				Payment Amount	26.91
111742	TWIN CITY	JUNE 2012 WATER TESTS	PV	63663 001 09601 7/2/2012 2441	150.00
	WATER CLINIC				
	INC				
	TWIN CITY WATER CLINIC INC			Summary Total	150.00
	617 13TH AVENUE SOUTH				
	HOPKINS MN 55343				

R04570

CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2012

Payee		Stub	Document			Due	Invoice	Payment						
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount					
Payment Amount								150.00						
111084	U OF MN	GRADER TRAINING-T. BYRON	PV	63664	001	09101	7/25/2012	186395	250.00					
U OF MN								Summary Total	250.00					
Payment Amount								250.00						
106990	USA BLUE BOOK	MISC SUPPLIES	PV	63729	001	09601	7/24/2012	724309	146.90					
USA BLUE BOOK PO BOX 9004 GURNEE IL 60031-9004								Summary Total	146.90					
Payment Amount								146.90						
100508	VANCE BROTHERS INC	TACK OIL	PV	63665	001	09101	7/10/2012	22858	64.13					
VANCE BROTHERS INC P O BOX 877366								Summary Total	64.13					
TACK OIL								PV	63666	001	09101	7/9/2012	22848	64.13
KANSAS CITY MO 64187-7366								Summary Total	64.13					
TACK OIL								PV	63667	001	09101	7/20/2012	23060	64.13
Summary Total								64.13						
Payment Amount								192.39						
100909	WAY, JIM	REIMB. FOR CONF.	PV	63766	001	09101	8/8/2012	080812	74.44					

R04570

CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2012

Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount
	JIM WAY 16851 HELIUM STREET NW RAMSEY MN 55303								74.44
								Summary Total	74.44
								Payment Amount	74.44
105628	WELLS CATERING SERVICE WELLS CATERING SERVICE 7533 SUNWOOD DRIVE SUITE 108 RAMSEY MN 55303	BAL ON GOLF EVENT	PV	63730	001	09230	8/7/2012	26544A	2,760.00
								Summary Total	2,760.00
								Payment Amount	2,760.00
100539	WRIGHT TIRE SERVICE INC WRIGHT TIRE SERVICE INC 710 WEST MAIN STREET ANOKA MN 55303	RADIAL TUBE 2 TRAILER TIRES	PV	63605	001	09101	7/18/2012	81306	44.87
								Summary Total	44.87
			PV	63668	001	09101	7/24/2012	81549	179.53
								Summary Total	179.53
								Payment Amount	224.40
								Total Amount to be Processed	341,082.70
								Total Number of Payments to be Processed	93

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

RECD JUN 20 2012

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

06/07/12

RAMS11A

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

9345.6811
99,994.58
SS

Re:
CITY OF RAMSEY, MINNESOTA
\$4,365,000 GENERAL OBLIGATION BONDS,
SERIES 2011A

Debt Service

Principal paydown due 08/01/12	\$	0.00
Interest due 08/01/12	\$	99,994.58

Paying Agent Annual Fee		0.00
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=====
Amount Due by Check 7-25-1 \$ 99,994.58

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

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

All other Wires due 1-2 days prior to payment date:

Wells Fargo Bank, San Francisco, CA.

ABA#121-000-248

Northland Trust Services, #143-6412710

Ref: Issuer Name

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

Thank You for your business!

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

REC'D JUN 20 2012

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

06/07/12
RAMS04

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

9338.6611
12,088.75
22

Re:
CITY OF RAMSEY, MINNESOTA
\$1,480,000 GO CAPITAL IMPROVEMENT
REFUNDING BONDS OF 2004

Debt Service

Principal paydown due 08/01/12	\$	0.00
Interest due 08/01/12	\$	12,088.75

Paying Agent Annual Fee		0.00
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Amount Due by Check 7-25-1	\$	12,088.75
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*This earlier date allows for Bank check clearing of 3-5 business days prior to payment date to ensure good funds. Make Checks payable to NORTHLAND TRUST SERVICES, INC.

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

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

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

Thank You for your business!

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

RESOLUTION #12-08-XXX

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF JULY 19, 2012 THROUGH AUGUST 8, 2012.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of July 19, 2012, through August 8, 2012, in the amount of \$1,449,557.72; and

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

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

- 1) That the Ramsey City Council hereby approves the cash disbursements made and authorizes payment of the accounts payable invoices as detailed in the attached Bills List for the period July 19, 2012, through August 8, 2012, in the amount of \$1,449,557.72.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 13th day of August 2012.

Mayor

ATTEST:

City Clerk

Meeting Date: 08/13/2012

By: Chris Anderson, Community
Development

Information

Title:

Adopt Resolution #12-08-XXX to Accept Recycling Enhancement Grant Funds from Anoka County and to Amend the Agreement for Residential Recycling Program

Background:

In June of 2012, the City received notice of a Recycling Enhancement Grant opportunity offered by Anoka County. Grant requests up to \$50,000.00 require no match from the applicant. The purpose of the grant program is to increase the amount of material recycled in communities within the county, in part, due to the increased goal set by the State of sixty percent (60%) of waste material being recycled by 2030.

The County's 2012 Solid Waste Master Plan incorporated the goals set by the State for waste management, including an increase of recycling waste materials to sixty percent (60%) by the year 2030. This represents an increase of approximately twenty percent (20%) from present. The County is seeking ways to assist with enhancing communities recycling programs. The objective of the Recycling Enhancement Grant program is to generate innovation and efficiency of drop-off recycling centers, recycling day events and municipally sponsored community events.

One such project that meets this objective is plan development for a recycling drop-off center. Considering recent discussions that focused on potentially offering year-round collection of used motor oil as well as whether to continue with a contract for curbside recycling service or shift to an open hauling system, Staff submitted an application requesting \$30,000.00 to develop non-site specific plans for a recycling drop-off center. The City was recently informed that it was successful in its grant request.

Observations:

As outlined in the application, the grant funds would be used to work with a consultant to:

- Develop overall scope and vision for a facility
- Define/identify materials that could be accepted (including materials that presently are more difficult to recycle such as vinyl siding, carpeting and construction debris)
- Identifying equipment needs for such a facility
- Identifying all costs that would be associated with developing a recycling drop-off center

The intent of the grant application is to develop plans for a non-site specific recycling drop-off center that identifies what the minimum space needs, maneuverability and traffic flows for such a facility. Should the City ever pursue this type of facility (for instance, if Ramsey ever shifted from contracted service for curbside collection of recyclables to an open hauling system), having this information will be extremely beneficial. Furthermore, by developing non-site specific plans, it could, in essence, serve as a template for other municipalities within the county, should they wish to pursue this type of facility.

Accepting the grant funds will require an amendment to the Agreement for Residential Recycling Program (the "Agreement") between the City and Anoka County (executed by Resolution in January of 2012). The Agreement outlines certain activities and requirements of the City in return for funding through the Select Committee on Recycling and the Environment (SCORE). The SCORE funding is utilized to promote waste reduction and recycling efforts and awareness in the community, to coordinate the spring and fall recycling events, and to fund the recycling coordinator position. As outlined in the Agreement, any amendments must be in writing and signed by both parties.

Recommendation:

This item was presented to the Environmental Policy Board at their July meeting and they supported pursuing the grant funding as a means to gather and review information related to a recycling drop-off center. Staff recommends accepting the grant funding for plan development of a non-site specific recycling drop-off center and authorizing the Mayor to sign the the amendment to the Agreement for Residential Recycling Program between the City of Ramsey and Anoka County.

Funding Source:

There is no required matching component for this grant. As part of the grant application, a \$600.00 match was included that would account for Staff time spent meeting with a consultant and administering the project.

Council Action:

Motion to adopt Resolution #12-08__ to accept Recycling Enhancement Grant funds from Anoka County and to authorize the Mayor to sign the the amendment to the Agreement for Residential Recycling Program between the City of Ramsey and Anoka County.

Attachments

Grant Program Announcement

Grant Application

Notice from Anoka County Approving Grant Request`

Memo from Anoka County and Amendment No. 1 to Recycling Agreement

Resolution to Accept Grant Funds from Anoka County

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Chris Anderson	08/08/2012 03:36 PM
Chris Anderson	Chris Anderson	08/08/2012 04:02 PM
Tim Gladhill	Tim Gladhill	08/08/2012 04:46 PM
Kurt Ulrich	Kurt Ulrich	08/09/2012 10:15 AM
Form Started By: Chris Anderson		Started On: 08/08/2012 08:43 AM

Final Approval Date: 08/09/2012



COUNTY OF ANOKA

OFFICE OF COUNTY BOARD OF COMMISSIONERS

GOVERNMENT CENTER
2100 3RD AVENUE STE 700 • ANOKA, MN 55303-5024
(763) 323-5700

May 30, 2012

JIM A. KORDIAK
County Commissioner
District #4

Chris Anderson, Community Development Assistant
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

Dear Chris:

Anoka County is offering another Recycling Enhancement Grant Program to help municipalities increase the amount of material recycled in their communities. The primary objectives of the grant program being proposed are:

- to increase the amount of material recycled in the County,
- to promote collaboration among our municipalities, and
- to provide recycling innovation and efficiency of drop-off recycling centers, recycling day events and municipally sponsored community events.

Following are project examples that may meet this objective:

- Improving or expanding the collection of materials for recycling.
- Purchasing equipment to improve operation of a drop-off recycling center or event collection site.
- Additional staff time for planning and implementation for drop-off recycling centers or events.
- Developing, expanding or improving a drop-off recycling center or event collection site.
- Improving or implementing a recycling program at a municipally sponsored community event.
- Expanding education efforts to target new materials, facility users and small businesses.

Grant funds will be provided to municipalities on a reimbursement basis. No matching funds are required for grant proposals of \$50,000 or less. Matching funds of 25% of the total grant amount are required for grant requests over \$50,000; in-kind staff and other expenses are eligible for use as matching funds. The application deadline is June 29, 2012. Grant program guidelines and application form are attached.

If you have any questions our grant manager, Carolyn Smith is available at 763-323-5735 or carolyn.smith@co.anoka.mn.us. Thank you for your help conserving our resources.

Sincerely,

A handwritten signature in black ink that reads "Jim Kordiak". The signature is written in a cursive style with a large, prominent "J" and "K".

Jim Kordiak
Chair, Anoka County Waste Management
and Energy Committee

JK:kr

cc: Kurt Ulrich, City Administrator

**2012 RECYCLING ENHANCEMENT GRANT
Application Form**

Application Due – 4:30 PM, Friday, June 29, 2012

(Grant applications must be submitted using this form – All sections must be completed)

E-mail Signed Copy to: carolyn.smith@co.anoka.mn.us

Or Mail Signed Copy to: **Carolyn Smith**
Integrated Waste Management Department
2100 3rd Ave., STE 340
Anoka, MN 55303-5032
763-323-5735

Applicant Information:

Name of Entity: City of Ramsey

Contact Person: Chris Anderson

Title: Associate Planner/Environmental Coordinator

Address: 7550 Sunwood Dr NW

City, State, Zip: Ramsey, MN 55303

Phone: (763) 433-9905

E-mail: canderson@ci.ramsey.mn.us

Project Title: Plan Development for a Regional Recycling Drop-off Center

Grant Request: \$30,000 Matching Funds: \$600.00 Total Project Cost: \$30,600.00

Authorizing Signature: The signature of the person who has the authority to enter into a contract with Anoka County on behalf of your municipality (e.g., City Manager, Administrator, etc.).

Name (Printed) KURTIS G. ULBRICH Title: CITY Administrator

Signature: 

1. Project Description:

Provide a brief, one page or less, project description. The project description should address:

- project scope and design;
- expected outcomes;
- current relevant practices and what practices will be changed during the project;
- key individuals participating in project activities, including any project collaborators;
- overall project timeline; and
- why project is compelling and worthy of funding.

The City of Ramsey seeks to develop non-site specific plans for a recycling drop-off center that would serve not only the residents of Ramsey but also be open to all Anoka County residents. While Ramsey has a successful curbside recycling program and two (2) recycling events a year, it does not have a recycling drop-off center. This type of facility provides residents an immediate option for proper disposal of a number of items that often may not be feasible to store until the next recycling event.

The City would select a qualified and experienced firm (the "Firm") to assist with developing plans for a 'regional' recycling drop-off center that would be open year-round. Jointly, the City and the Firm would define the overall scope and vision for the facility. This includes defining what materials would be accepted, estimating quantities of materials, identifying equipment needs and looking at co-mingled or separated collection of standard recyclables. Development of this information is necessary to determine space/area needs, maneuverability and traffic flow. The final component would be identifying all costs associated with the actual development of a recycling drop-off center.

It is the City's intent to plan for the ability to collect a wide range of materials, including some items with, at least at present, limited options for recycling (such as carpeting, vinyl siding, mattresses/boxsprings, and possibly construction/demolition debris). The City is currently exploring the potential of a year-round used motor oil collection tank that would ultimately be incorporated into this site as well.

As mentioned, the City does offer a spring and fall recycling day event each year. Typically, items such as appliances, e-waste, scrap metal, tires, fluorescent bulbs and batteries are collected (some at no cost and others for a fee). This project would create a more permanent option for many more materials than we are able to accept during a recycling event (mostly due to space constraints and traffic issues). A recycling drop-off center would presumably 'free up' some of the space at the City's recycling events that would allow the City to expand accepted materials during those events as well.

The City has had discussions with ACE Solid Waste about the possibility of a temporary recycling drop-off center. This pilot program, should the details get worked out, would not only be an indicator of the demand for this type of facility within the community but may also help identify certain materials that residents are struggling to properly recycle.

Plan development would be complete by the end of 2012. There would be an initial scoping meeting to determine/refine the vision for the recycling drop-off center and to determine acceptable materials. Beyond that, the Firm likely will be able to pull data from other projects, which will limit the required number of meetings and expedite the development of plans for Ramsey.

The plans developed as a result of this grant would be non-site specific. Thus, the final product could be a template for other communities that may be considering a recycling drop-off center. Providing a year-round facility for recycling of a wide range of materials will only benefit both Ramsey and the County as we strive for ways to meet the new state standards for recycling.

2. Proposed Project Tasks, Work Plan, and Timeline:

List/describe the **main tasks** that your organization will undertake and the **estimated timeline for each task**.

- Select Firm to Develop Plans—Completed by July 31, 2012
- Scoping Meeting with Firm—Completed by August 17, 2012
 - Includes defining acceptable materials
 - Estimating quantities collect per material
 - Identifying equipment
 - Single sort or co-mingled collection of standard recyclables
- Review of Preliminary Plans—Completed by October 1, 2012
- Present Preliminary Plans to the City’s Environmental Policy Board—Completed by Nov. 15
- Review of Final Plans (if revisions needed from Preliminary Plans)—Completed by December 15

3. Project Budget:

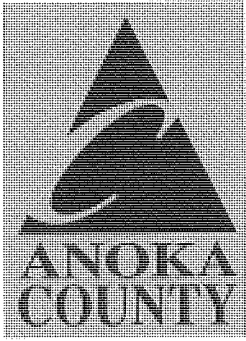
Provide a detailed budget. Provide a detailed budget including expenses for staff, printing, copying, mailing, equipment, materials, etc. If the grant request is more than \$50,000, you must identify the nature and source of matching funds. (See Guidelines for more information on eligible and ineligible expenses).

<u>Tasks/Items</u>	<u>Costs</u>
Not-to-exceed Contract with Firm for plan development	\$30,000
Total Grant Amount Requested	\$30,000
<u>Match Tasks/Items</u>	<u>Costs</u>
Staff time—project administration	\$600
Total Match	\$600.00
Total Project Costs	\$30,600.00

4. Environmental Benefits:

Describe how the project will enhance your current recycling efforts. Provide as many quantitative measures as possible (examples: project will result in the collection of mattresses for recycling, recycling containers will be provided in our parks or an estimated collection of an additional 15 tons of plastic).

The project, if funded, will position the City to increase materials accepted for recycling in the future. Additional materials accepted throughout the year could include, but not necessarily be limited to, carpeting, vinyl siding, construction/demolition debris, mattresses and boxsprings, yard waste automotive batteries, appliances, and e-waste. Should other communities utilize the project's final product as a template, they would likely also see an expanded list of materials collected. The project will also presumably reduce carbon emissions as Ramsey residents would no longer need to drive to recycling drop-off centers in other communities for disposal of certain items nor would there necessarily be as much idling of vehicles as they wait to move through the City's twice per year recycling events.



COUNTY OF ANOKA

OFFICE OF COUNTY BOARD OF COMMISSIONERS

GOVERNMENT CENTER
2100 3RD AVENUE STE 700 • ANOKA, MN 55303-5024
(763) 323-5700

July 24, 2012

JIM A. KORDIAK
County Commissioner
District #4

Chris Anderson
Community Development Assistant
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

On July 24, 2012, the Anoka County Board approved the recommendations made by the grant review team for the 2012 Recycling Enhancement Grant Program.

The team met on July 13, 2012, and was made up of Sherry Fiskewold, City of Oak Grove; Wanda Brown, City of Spring Lake Park; Carolyn Smith and myself. The team was impressed with the proposals and felt they offered great improvements to existing recycling efforts. After reviewing the eight applications, the committee recommended a total allocation of \$245,557.94. The specific allocations are as follows:

Andover	\$50,000.00	Coon Rapids	\$25,620.74
Anoka	\$10,008.20	East Bethel	\$29,210.00
Blaine	\$25,065.00	Lino Lakes	\$25,654.00
Columbia Heights	\$50,000.00	Ramsey	\$30,000.00

While we were not able to fully fund all of the requests, we believe that these allocations will provide needed resources to further our goal of increasing the amount of material recycled in the county and providing innovation and efficiency for our recycling activities.

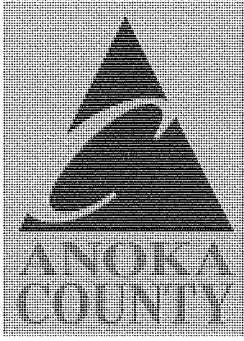
Grant amendments to our 2012 Residential Recycling Agreements will be provided shortly. Carolyn Smith will be in touch with you to assist you in these efforts.

We thank you for your initiative and I look forward to working together with you on these projects.

Sincerely,

Jim Kordiak, Chair
Waste Management and Energy Committee

JK:kr




C O U N T Y O F A N O K A

Integrated Waste Management Department

Government Center
2100 3rd Avenue, STE 340 • Anoka, Minnesota 55303-5032
763-323-5730 • Fax 763-323-5731
E-mail • recycle@co.anoka.mn.us
www.AnokaCounty.us/recycle

August 7, 2012

Memo To: The Cities of Andover, Anoka, Blaine, Columbia Heights, Coon Rapids, East Bethel, Lino Lakes, and Ramsey

From: Carolyn Smith, Solid Waste Abatement Specialist 

Regarding: Recycling Enhancement Grant Agreements

The Anoka County Board of Commissioners approved the following recycling enhancement grant application on Tuesday, July 24, 2012.

Andover - \$50,000.00
Anoka - \$10,008.20
Blaine - \$25,065.00
Columbia Heights - \$50,000.00
Coon Rapids - \$25,620.74
East Bethel - \$29,210.00
Lino Lakes - \$25,654.00
Ramsey - \$30,000.00

Please have the mayor/town board chair and clerk/administrator sign all three copies of the agreement and return to Anoka County Integrated Waste Management Department to complete the signature process. When the agreements are completely signed, an original copy will be mailed back to you and Anoka County retains two copies for its files. Thank you!

Thank you for your efforts to enhance recycling in Anoka County!

**AMENDMENT NO. 1
TO AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM**

THIS AMENDMENT is made this _____ day of _____, 2012, the date of the signature of the parties notwithstanding, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as the "County," and City of RAMSEY, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the County wishes to amend its Agreement with the Municipality for SCORE funds dated January 31, 2012; and

WHEREAS, the County anticipates receiving an additional \$407,827.00 in SCORE funds; and

WHEREAS, Paragraph 10. GENERAL PROVISIONS of said Agreement provides that any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced in writing, duly signed by the parties.

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

1. The parties agree to change Paragraph 4. PROGRAM, as follows:

The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of 2,130 tons of recyclable materials as established by the County. The Municipality shall ensure that the recyclable materials collected are delivered to processors or end markets for recycling.

- a. The Municipal recycling program shall include the following components:
 - i. Each household (including multi-unit households) in the Municipality shall have the opportunity to recycle at least four broad types of materials, such as paper, glass, plastic, metal and textiles.
 - ii. The recycling program shall be operated in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.
 - iii. The Municipality shall implement a public information program that contains at least the following components:

- (1) One promotion is to be mailed to each household focused exclusively on the Municipality's recycling program;
- (2) One promotion advertising recycling opportunities available for residents is to be included in the Municipality's newsletter or local newspaper; and
- (3) Two community presentations are to be given on recycling.

The public information components listed above must promote the focused recyclable material of the year as specified by the County. The County will provide the Municipality with background material on the focused recyclable material of the year.

- iv. The Municipality, on an ongoing basis, shall identify new residents and provide detailed information on the recycling opportunities available to these new residents.

- b. If the Municipality's recycling program did not achieve the Municipality's recycling goals as established by the County for the prior calendar year, the Municipality shall prepare and submit to the County by March 31, 2012, a plan acceptable to County that is designed to achieve the recycling goals set forth in this Agreement.

- c. The Municipality shall embark on development plans for a permanent regional recycling drop-off center to be located within the Municipality.

2. The parties agree to change Paragraph 7. ELIGIBILITY FOR FUNDS, as follows:

The Municipality is entitled to receive reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities up to the project maximum as computed below, which shall not exceed \$50,165.00. The project maximum for eligible expenses shall be computed as follows:

- a. A base amount of \$10,000.00 for recycling activities only; and
- b. \$5.05 per household for recycling activities only.

Notwithstanding any provision to the contrary, the County reserves the right to reduce the funding provided hereunder in the event insufficient SCORE funds are available. If the SCORE payment of \$407,827.00 is not received or is reduced, the County may reduce the project maximum amount payable to the Municipality. The County will promptly notify the Municipality in the event that the project maximum will be reduced.

The Municipality is entitled to receive additional reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities as described in **paragraph 4.c.** up to the project maximum for additional funds, which shall not exceed \$30,000.00, not including the Municipality match of \$600.00 for a total project award of \$30,600.00.

Notwithstanding any provision to the contrary, the County reserves the right to reduce the funding provided hereunder in the event insufficient additional funds are available. If the additional payment of \$245,557.94 is not received or is reduced, the County may reduce the project maximum amount payable to the Municipality. The County will promptly notify the Municipality in the event that the project maximum will be reduced.

3. This Amendment is hereby made a part of and shall be amended to the Agreement of the parties.

4. All other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment on the dates written below.

CITY OF RAMSEY

COUNTY OF ANOKA

By: _____

By: _____

Name: _____

Rhonda Sivarajah, Chair
Anoka County Board of Commissioners

Title: _____

Date: _____

Date: _____

By: _____
Municipality's Clerk

By: _____
Jerry Soma
County Administrator

Date: _____

Date: _____

Approved as to form and legality:

Approved as to form and legality:

By: _____
Assistant County Attorney

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

RESOLUTION #12-08-_____

RESOLUTION TO ACCEPT RECYCLING ENHANCEMENT GRANT FUNDING FROM ANOKA COUNTY

WHEREAS, Anoka County announced that it is offering a Recycling Enhancement Grant Program for municipalities with no required matching component for requests up to \$50,000.00; and

WHEREAS, the objective of the grant program is to generate innovation and efficiency of drop-off recycling centers, recycling day events, and municipally sponsored community events; and

WHEREAS, funds from the Recycling Enhancement Grant Program can be used to assist in planning for a recycling drop-off center; and

WHEREAS, the City submitted a grant application requesting \$30,000.00 to assist with developing non-site specific plans for a recycling drop-off center; and

WHEREAS, the grant funding would be used to determine space and equipment needs, maneuverability and traffic flows, acceptable materials, and identify project costs should the City ever pursue a recycling drop-off center; and

WHEREAS, the plans could also serve as a template for other Anoka County municipalities if they chose to pursue such a facility; and

WHEREAS, on July 2, 2012, the Environmental Policy Board passed a motion supporting the application for funds to develop plans for a non-site specific recycling drop-off center; and

WHEREAS, on July 24, 2012, the City received notice that its application for funding was approved in full by the Anoka County Board; and

WHEREAS, to accept the grant funding will require an amendment to the Agreement for Residential Recycling Program between the City of Ramsey and Anoka County.

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

- 1) That the Ramsey City Council hereby authorizes accepting the grant funds from the Recycling Enhancement Grant program from Anoka County to develop non-site specific plans for a recycling drop-off center.

- 2) That the Mayor is hereby authorized to sign Amendment No. 1 to the Agreement for Residential Recycling Program between the City of Ramsey and Anoka County.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 13th day of August, 2012.

Mayor

ATTEST:

City Clerk

Meeting Date: 08/13/2012

Submitted For: MaryJo Warner

By: MaryJo Warner, Engineering/Public Works

Information

Title:

Report from Public Works meeting dated July 17, 2012

Background:

Motion by Councilmember McGlone, seconded by Chairperson Backous, to approve the agenda, as revised to consider Case 5.03 prior to Case 5.01 and reschedule Case 5.04 to a future meeting.

The Public Works Committee held its regular meeting on July 17, 2012 and discussed the following cases:

5.03: Review Overlay Project 11-05 (157th Lane East of Ramsey Boulevard)

In April of 2011 an overlay project was approved for 157th Ln east of Ramsey Blvd. After the project some of the residents had questions about the workmanship.

Public Works Superintendent Riemer reviewed in the staff report that he agreed the center line is not the best but any repair options will create a project that does not look as well. He advised that the core samples taken are all within specifications and he thinks the road is structurally sound, noting it shows no signs of stress after being driven on for one year. He recommended leaving the road as is and monitoring it to see if anything happens.

Motion to recommend that the City Council accept Overlay Project 11-05, 157th Lane east of Ramsey Boulevard and let the warranty period expire, and direct staff to review the policy and propose alternate language.

5.01: Consider Traffic Control Change for Sunwood Drive / Sapphire Street Intersection

Public Works Superintendent Riemer reviewed traffic and pedestrian safety continue to be a challenge at the intersection of Sunwood Drive and Sapphire Street. The angle of Sunwood Drive at the intersection, close proximity of the buildings, on street parking, and increased pedestrian use make for some challenges when entering the intersection from the Sapphire Street. Staff reviewed traffic counts that were taken for a 48 hour period.

Staff presented four options for Committee discussion. Those option were: 1) Leave intersection as it is presently. 2) Restrict on street parking on Sunwood Drive. 3) Install stop signs on the east/west legs of Sunwood Drive creating an all stop condition. 4) Install a traffic signal.

Motion to recommend that the City Council approve Option # 1, leave intersection as it is presently.

5.02: Tree Removal at 16490 Uranium Street

Public Works Superintendent Riemer reviewed in the staff report that staff received a telephone call from the residents at 16490 164th Lane stating that the large cottonwood tree in front of their home had split in half and was now hung up in their oak tree. Staff investigated the site and determined that the cottonwood tree was located in the ROW and therefore was the responsibility of the City to remove.

Motion to recommend that the City Council approve the use of Council Contingency Fund to contract with Olson Tree Service for tree removal and clean up at 16490 Uranium Street in an amount not to exceed \$3,300.00.

5.04: Review Resident's Concerns with the Sunfish Lake Boulevard / CR116 Project

This item was removed upon adoption of the agenda and will be rescheduled to a future meeting.

5.05: Consider Purchase of AVL System for Public Works Fleet

Public Works Superintendent Riemer reviewed the staff report and advised the GPS can be added for \$1,300, which would eliminate the data plan (average \$11/truck/month) for the cellular telephones.

Motion to recommend to City Council to have staff test the AVL system from Precise MRM for 30 days on the sweeper, starting in October. Staff will then provide a report on what did and did not work, and whether its use resulted in staff efficiencies.

Staff/Input

Chairperson Backous asked about the broken the concrete in front of City Hall.

Public Works Superintendent Riemer explained it is due to the hot weather and that area will be ground down and repaired prior to winter.

Development Manager Lazan suggested cutting expansion joints to avoid this type of damage during hot weather.

The Public Works Committee agreed with the suggestion of Councilmember Elvig to direct staff look into that option and draft specifications/policy to assure it is handled correctly.

Recommendation:

Staff recommends ratifying the recommendation of the Public Works Committee.

Council Action:

Motion to ratify the recommendation of the Public Works Committee.

Attachments

Agenda 07.17.12

Form Review

Inbox
Grant Riemer
Kurt Ulrich

Reviewed By
Grant Riemer
Kurt Ulrich

Date
08/07/2012 07:27 AM
08/09/2012 09:37 AM

Form Started By: MaryJo Warner

Started On: 07/30/2012 04:03 PM

Final Approval Date: 08/09/2012

City of Ramsey
Agenda
Public Works Committee
Tuesday July 17, 2012
6:00 pm
Lake Itasca Room, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Citizen Input**
- 3. Approve Agenda**
- 4. Approve Minutes**
 1. Approve May 15, 2012 meeting minutes.
- 5. Committee Business**
 1. Consider Traffic Control Change for Sunwood Dr/Sapphire St Intersection
 2. Tree Removal at 16490 Uranium St
 3. Review Overlay Project 11-05 (157th Ln east of Ramsey Blvd)
 4. Review Resident's Concerns With The Sunfish Lk Blvd/CR116 Project
 5. Consider Purchase of AVL System for PW Fleet
- 6. Committee/Staff Input**
- 7. Adjournment**

Public Works Committee

4. 1.

Meeting Date: 07/17/2012

Submitted For: MaryJo Warner

By: MaryJo Warner, Engineering/Public Works

Title:

Approve May 15, 2012 meeting minutes.

Background:

The Public Works Committee held its regular meeting on May 15, 2012.

Notification:

Observations:

Funding Source:

n/a

Staff Recommendation:

Committee Action:

Motion to approve Public Works Committee meeting minutes dated May 15, 2012.

Attachments

Minutes 05.15.12

Form Review

Inbox
Grant Riemer
Kurt Ulrich

Reviewed By
Grant Riemer
Kurt Ulrich

Date
07/09/2012 01:24 PM
07/10/2012 01:02 PM
Started On: 07/09/2012 10:32 AM

Form Started By: MaryJo Warner

Final Approval Date: 07/10/2012

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

The Public Works Committee conducted a regular meeting on Tuesday, May 15, 2012 at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Randy Backous
 Councilmember Colin McGlone

Also Present: City Administrator Kurtis G. Ulrich
 City Engineer Tim Himmer
 Fire Chief/Interim Public Works Director Dean Kapler
 Street Supervisor Grant Reimer
 Park Supervisor Mark Riverblood

Absent: Councilmember David Elvig (excused)

CALL TO ORDER

Chairperson Backous called the regular meeting of the Public Works Committee to order at 5:44 p.m.

CITIZEN INPUT

There was none.

APPROVE AGENDA

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

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

APPROVE MINUTES

Motion by Councilmember McGlone, seconded by Chairperson Backous, to approve the minutes from the March 20, 2012 Public Works Meeting.

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

COMMITTEE BUSINESS

Chairperson Backous stated to begin with Case 5.6 Winter Maintenance Summary to allow for resident attendance of Case 5.1 Consider Stormwater Improvements at 149th Lane.

Case #5.6: Winter Maintenance Summary

Street Supervisor Grant Reimer reviewed the comparison of the last two winter seasons. He stated the last storm of this season was the toughest, it took two days to clean up and that snowfall consisted of the most complaints. He reviewed the equipment breakdown that added to the delay. He also reviewed the overtime comparisons of the last two seasons.

Councilmember McGlone wanted to comment on the last snow plow event and didn't feel what he seen was acceptable in his neighborhood in Northfork.

Street Supervisor Riemer response to Councilmember McGlone's photos of Inverness Lane as it looked like the down pressure was working on the equipment and what he was seeing in the photo looked to him as snow packed from vehicle traffic. He explained when you get chemical on top of that and it warms back up it is going to loosen it up.

Street Supervisor Riemer responded to photos of St. Andrews Lane that the snowplows don't have down pressure and on the belly blade you only get 500 pounds.

Parks Supervisor Riverblood added to the conversation that he had a lot of complaints also and one of the issues was periodically the tandems would get thrown across the road and it was characterized as wet concrete.

Chairperson Backous stated he does not know what can be done in those kinds of situations, we did the best we could, maybe we could have gone back out again but those are judgment calls. He is going to trust the judgment of the staff that has been doing this for many years.

Councilmember McGlone wanted to make a suggestion in regards to replacement parts during these events. He stated Connexus has a state of the art facility that they work throughout the night; it would be a good resource to keep in mind for future events. He stated they stock parts for a lot of trucks that the City drives.

Chairperson Backous and Councilmember McGlone agreed to move onto Case #5.7 while the Committee is still waiting for the public to show up on their cases.

Case #5:7: The Use of AVL System in Public Works

Public Works Street Supervisor Riemer explained the Automatic Vehicle Locator system and how it would be a benefit to the City and its residents. He reviewed the fleet management package that could come with it. The abbreviated costs are upfront costs for hardware and operator training for 15 snow removal vehicles is about \$9112.00. The recurring monthly costs for the system is \$259.60/month or \$3,115.00/yr.

Councilmember McGlone stated he likes the idea of tracking these things. He asked why staff decided to go with the AVL system.

Street Supervisor Riemer stated it was reviewed by the Public Works Director and City Administrator and it was decided to go with this system. There are three contractors on the list for the State of Minnesota and this one was the most responsive to us.

City Administrator Ulrich wanted to comment that he likes the accountability and transparency of this for the public and for the service.

Chairperson Backous stated it was one of our strategic goals to be more transparent to the public and aside from that he thinks it is a nice tool for vehicle maintenance.

Street Supervisor Riemer discussed another part that can be added is on board cameras which could interface with a work order program.

Fire Chief/Interim Public Works Director Kapler stated that with storm season upon us, the public works department are the ones responsible for opening up our roadways and this would be a good tool to identify priorities of what comes first.

Motion by Councilmember McGlone, seconded by Chairperson Backous, to direct staff to continue to gather information and pricing for consideration in the 2013 budget.

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

City Engineer Himmer requested that Case #5.2 be discussed because no one is present for Case#5.1 and continue moving on down the agenda.

Chairperson Backous agreed to move onto Case #5.2.

Case #5.2: Consider Stormwater Improvements to Rum River Hills Golf Course – A Continuation of Discussion Related to 2011 Flooding Concerns

City Engineer Himmer reviewed this item was presented last fall and at that time the Committee decided to look at these on a case by case basis.

City Engineer Himmer reviewed at Hole #1 (Area 1) we are talking about replacing the existing pipe with a larger pipe going from a 12” to an 18” and adding an outlet structure.

City Engineer Himmer continued to review the cart path area near the club house (Area 2A, B) again there is an undersized culvert through this area and this could be upsized but are just talking about upsizing this pipe also.

City Engineer Himmer reviewed the saturated soil along Hole #15 (Area 3) and discussed modifying that outlet just to drop that elevation a little bit more.

City Engineer Himmer reviewed the series of ponds in the Hole #3 and #17 (Area 4 A,B,C) and stated there are some undersized outlets and you won't get a significant amount of benefit from upsizing those pipes but enough such that there has been a lot of heaving of those. Sometimes your downstream invert is higher than your upstream invert.

City Engineer Himmer stated the costs for Area #1 estimated to be \$47,000 - \$50,000 range and stormwater utility would be the funding for this. We are out for bid on some storm improvements, depending on the outcome we could look to incorporate into the existing contract as a change order, or we could rebid these as a separate project, or if we should program the money into the CIP as a 2013 project.

Councilmember McGlone's concern here is he looks at it as a yours, mine and ours want. At what point is a 100 or 500 year storm all our problem. He is wondering if this should be shared bill.

Chairperson Backous does agree with some of Councilmember McGlone's point, the golf course was built at a different time when there wasn't as much home, concrete and pavement and everything to drain that water from. That's the argument he would use against his argument.

Rum River Hills Golf Course spoke to explain where the water is coming from which showed that it is coming from the City drainage system.

Staff recommends authorizing preparation of plans and specification for these various improvements, and request authority to advertise for bids. Depending on current staff workload, on this project may have to be consulted out to the engineering pool for completion this year to avoid future flooding concerns on the golf course.

Motion by Chairperson Backous, seconded by Councilmember McGlone, to recommend to City Council that staff be authorized to prepare plans and specifications for these various improvements and authorization to advertise for bids.

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

Chairperson Backous asked the golf course staff what is the preference to do these improvements.

There was discussion about late fall however there is a risk waiting until then.

City Engineer Himmer wanted to make it clear that these improvements are not going to alleviate all the flooding issues. If we get another 100 year events you design storm pipes for a 10 year rainfall, you design ponds to a 100 year event, the City was not involved in the design of these ponds, the rules back then were different.

Case #5.3: Consider Stormwater Improvements at 148th Lane – A Continuation of Discussion Related to 2011 Flooding Concerns

City Engineer Tim Himmer reviewed in his staff report that there is a low area across three lots south of 148th Lane that was created as a stormwater pond for the area and wetland mitigation for the development. There is a storm sewer inlet to this area along the west edge, which drains the subdivision to the north. There is also an outlet from this area on the east end that connects to a pipe that runs easterly and parallel to 148th Lane. The invert of this outlet pipe is approximately 2.5 feet above the low point in the basin. The outlet pipe also connects to a structure in the boulevard of 148th Lane that takes storm water runoff from the roadway and directs it easterly as described above. The inverts on both these pipes are at approximately the same elevations, and therefore water may be entering this basin that is not intended to flow there from the stormwater system. It was also observed that the basin has several undulations in the ground surface that do not allow the water to evenly spread out across the entire drainage and utility easement; basically there appears to be three separate, somewhat isolated basins.

Mr. Maul, 5590 148th Lane stated he prefers Option #3 in the proposal and along with that a backflow preventer and raise the elevation so the water can drain out.

Mr. Saba, 5630 148th Lane was present to discuss throughout the twenty five years all the sediment that is setting throughout the back of the homes.

Councilmember McGlone questioned the gate valve.

Motion by Chairperson Backous, seconded by Councilmember McGlone, to recommend to City Council staff's proposal to install a check valve in the storm pond outlet to block drainage from the street and only allow water to exit the basin through this structure, thereby eliminating additional flow to the area and include this as part of the change order to IP 12-24; 2012 Storm Sewer Improvements.

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

This is being brought forward as a separate case at the June 12th, 2012 City Council meeting.]

Case #5.4 Consider the Installation of Stop Signs and an In-Street Pedestrian Crossing Sign near 150th Lane NW and Ute Street NW

City Engineer Tim Himmer reviewed in the staff report that on April 3, 2012 staff received a petition signed by twelve property owners in the neighborhood near the intersection of 150th Lane NW and Ute Street NW. They are requesting the installation of stop signs at this intersection, consideration for the installation of an in street pedestrian crossing at the location of the existing City trail crossing on 150th Lane, and reduction of the speed limit on 150th Lane to 15mph.

Motion by Councilmember McGlone look at the possibility of raising striping to cingulate the choker and monitor it at the pedestrian crossing.

City Engineer Himmer stated this concerns him, the motorists will see striping however the pedestrian will see it as a choker and think they have the right to be standing in the street.

Councilmember McGlone withdrew his motion.

Motion by Chairperson Backous, seconded by Councilmember McGlone to recommend to City Council to have signage in both directions, look at the sight lines to push them out far enough in advance to caution of pedestrian crossing ahead.

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

5.5 Discuss Trail Easement at 15620 Krypton Street

City Engineer Tim Himmer reviewed in the staff report that the prospective buyers of the property at 15620 Krypton Street is concerned about having a trail through the center of the backyard and are requesting that the City relocate the trail into the easement along the common lot line.

City Engineer Himmer stated we could purchase the easement area at a reduced price, or do nothing and deal with it at a later date, or the City could come through and force it through eminent domain.

Motion by Councilmember McGlone, seconded by Chairperson Backous upon closing would enter into agreement with the new homeowners to remove the bituminous in the yard, reestablish turf, and accept the pedestrian trail easement on the entire edge of property on their side.

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

5.7 Consider Stormwater Improvements at 149th Lane – A Continuation of Discussion Related to 2011 Flooding Concerns

City Engineer Tim Himmer reviewed this area is west of TH47 and east of 149th Lane, and the area in question is adjacent to the large DNR wetland that abuts TH47. The City Council accepted a petition on August 23, 2011 that was initiated by the resident at 5410 149th Lane NW. The homeowner contacted the City about water standing in their backyard. There is a draitile present across the neighboring lot to the south that connects this backyard to the DNR wetland. Stormwater and/or groundwater have flowed into the backyard, which is lower than the wetland in locations, and drainage and utility easements are recorded over this area on the property.

The DNR lists the normal water level of the wetland as 860.0, and there is a retaining wall with steps in the backyard with an elevation on the lowest step at approximately 860.1. The backyard

Slopes down to the east, away from the retaining wall, so there may be water present when the wetland is at normal elevation.

There is an outlet pipe under TH 47, with an outlet structure that controls the water elevation in the wetland. The lowest opening of the outlet structure was approximately 2 1/2 feet above the normal water elevation of the wetland at the time the elevated water concern was reported last summer. This structure was quickly modified to lower the outflow elevation, in an attempt to alleviate the high water concern, and the invert from the wetland is now approximately 10 inches above the normal water elevation.

For this project staff is proposing to remove the outlet control structure and 8 feet of pipe. We then propose to remove vegetation around this location, that may be impeding flow, and reinstall another section of pipe to create a flared end section outlet with an invert elevation of approximately 860 (the normal water level of the wetland).

Motion by Councilmember McGlone, seconded by Chairperson Backous to go with staff's recommendation to modify the outlet structure to lower the wetland outfall elevation, placement of a flared end section, and removal of vegetation around the outlet pipe and to include change order for City Council consideration.

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

This will be brought forward as a separate case at the June 12th, 2012 City Council meeting.

COMMITTEE INPUT

ADJOURNMENT

Motion by Councilmember McGlone, seconded by Chairperson Backous to adjourn the Public Works Committee meeting.

Motion carried.

The regular meeting of the Public Works Committee adjourned at 8:40 p.m.

Respectfully submitted,

Grant Riemer
Public Works Superintendent

Drafted by Mary Jo Warner
City of Ramsey Public Works Secretary

Meeting Date: 07/17/2012

Submitted For: Grant Riemer

By: Grant Riemer, Engineering/Public Works

Title:

Consider Traffic Control Change for Sunwood Dr/Sapphire St Intersection

Background:

Traffic and pedestrian safety continue to be a challenge at the intersection of Sunwood Dr and Sapphire St. The angle of Sunwood Dr at the intersection, close proximity of the buildings, on street parking, and increased pedestrian use make for some challenges when entering the intersection from the Sapphire St. Traffic counts were taken at the intersection for a 48 hour period with the results as follows:

Sapphire St north of Sunwood Dr-215 vehicles avg in a 24 hr period

Sapphire St south of Sunwood Dr-898 vehicles avg in 24 hr period

Sunwood Dr east of Sapphire St-3826 vehicles avg in 24 hr period

Sunwood Dr west of Sapphire St-3280 vehicles avg in 24 hr period

It should also be mentioned there is no accident history at this intersection

Included in the options for consideration are a four way stop and a traffic signal. Following is excerpt from MUTCD concerning warrants needed to meet these conditions:

2B-5 Warrants for Stop Sign

Because the STOP sign causes a substantial inconvenience to motorists, it should be used only where warranted. A STOP sign may be warranted at an intersection where one or more of the following conditions exist:

1. An intersection of a less important road with a main road where application of the normal right-of-way rule is unduly hazardous.
2. A street enters a through highway or street.
3. An unsignalized intersection in a signalized area.
4. Other intersections where a combination of high speed, restricted view, and serious accident records indicates a need for control by the STOP sign.

Prior to the application of these warrants, consideration should be given to less restrictive measures, such as the YIELD sign, where a full stop is not necessary at all times. Periodic reviews of existing installations may be desirable to determine whether, because of changed conditions, the use of less restrictive control or no control could accommodate traffic demands safely and more effectively.

STOP signs should never be used on the through roadways or expressways. Properly designed expressway interchanges provide for the continuous flow of traffic, making STOP signs unnecessary even on the entering roadways. Where at-grade intersections are temporarily justified for local traffic in sparsely populated areas, STOP signs should be used on the entering roadways to protect the through traffic. STOP signs may also be required at the end of diverging roadways at the intersection with other highways not designed as expressways. In most of these cases the speeds will not warrant any great increase in the sign sizes.

Notification:

Observations:

Staff has compiled four options for the committees consideration:

Option #1 Leave intersection as it is presently. At present the north and south bound legs of Sapphire St are under a stop condition with Sunwood Dr being the main through street.

Option #2 Restrict on street parking on Sunwood Dr. By restricting on street parking the sight lines would be improved to AASHTO standards and would be the most economical solution, but would come at the cost of onstreet parking in front of the Municipal Center and Ramsey Office Plaza and Falls Cafe. To increase visibility to AASHTO standards, 10 parking spots would need to be eliminated in front of the municipal center on the south side

of Sunwood Drive and 8 on the north side. In front of the Ramsey Office Plaza 10 parking spots in total would be lost, 5 on each side.

Option #3 Install stop signs on the east/west legs of Sunwood Dr creating an all stop condition. At present time this intersection does not meet warrants for an all stop condition under the MUTCD, but could be installed by council direction.

Option #4 Install a traffic signal. Eventually this will be the solution for the intersection, in the future, after build out of the COR. At present time the intersection does not meet warrants for a signalized intersection nor is there a funding source. Rough estimate for a signalized intersection is \$250,000.00

Funding Source:

Cost Center 0260 -Traffic Engineering

Staff Recommendation:

Because the intersection does not meet warrants for a four way stop at present time, staff would recommend option#2. There is a loss of on street parking as a result of choosing this option, but the option also provides the safest alternative to a four way stop condition.

Committee Action:

Motion to accept staff recommendation of option#2 limiting on-street parking on Sunwood Dr

or

Motion to reject staff recommendation and choose an alternative based on committee discussion

Attachments

Sunwood Dr sight triangles

Form Review

Inbox

Kurt Ulrich

Reviewed By

Kurt Ulrich

Date

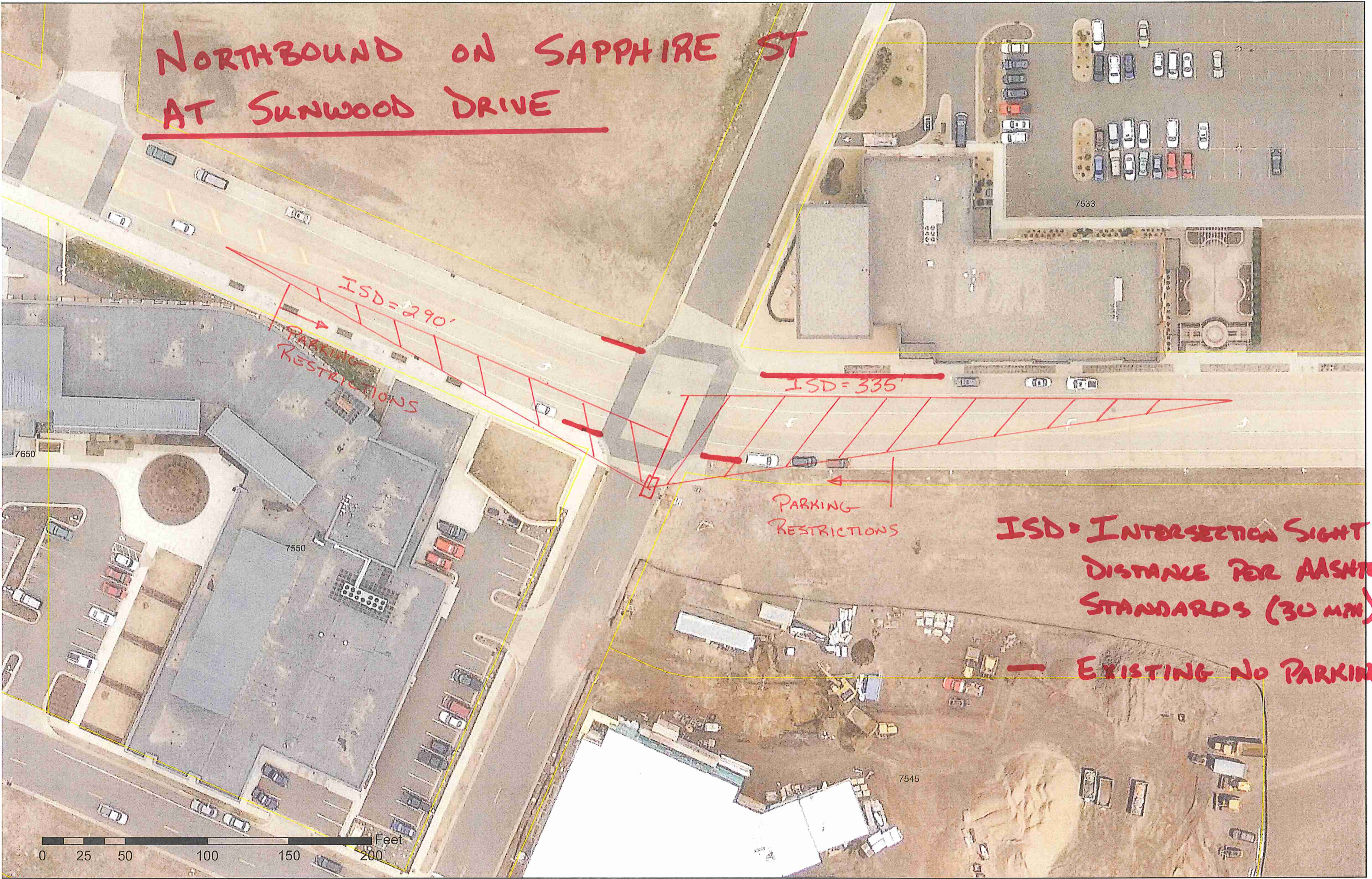
07/12/2012 03:20 PM

Form Started By: Grant Riemer

Started On: 06/21/2012 09:19 AM

Final Approval Date: 07/12/2012

NORTHBOUND ON SAPPHIRE ST AT SUNWOOD DRIVE



ISD = 290'

PARKING RESTRICTIONS

ISD = 335'

PARKING RESTRICTIONS

ISD = INTERSECTION SIGHT DISTANCE PER AASHTO STANDARDS (30 MPH)

— EXISTING NO PARKING

0 25 50 100 150 200 Feet

7650

7550

7533

7545

SOUTHBOUND ON SAPPHIRE ST AT SUNWOOD DRIVE

PARKING
RESTRICTIONS

ISD = 335'

PARKING
RESTRICTIONS

ISD = 290'

ISD = INTERSECTION SIGHT
DISTANCE PER AASHTO
STANDARDS (30 MPH).

— EXISTING NO PARKING

0 25 50 100 150 200 Feet

Public Works Committee

5. 2.

Meeting Date: 07/17/2012

Submitted For: Grant Riemer

By: Grant Riemer, Engineering/Public Works

Title:

Tree Removal at 16490 Uranium St

Background:

Staff received a phone call from the residents at 16490 164th Ln stating that the large cottonwood tree in front of their home had split in half and was now hung up in their oak tree. Staff investigated the site and determined that the cottonwood tree was located in the ROW and therefore our responsibility to remove. Chris Anderson our environmental coordinator was asked to give an assessment of the tree and he concurred with the PW superintendent that the tree should be removed. Staff received quotes for removal from 3 companies and those quotes are attached to the case. The low bid for removal and clean up was from Olson Tree Service at \$3300.00

Notification:

Observations:

Funding Source:

Council Contingency Fund

Staff Recommendation:

Contract with Olson Tree Service for removal and clean up of the cottonwood tree at 16490 Uranium St for an amount not to exceed \$3300.00

Committee Action:

Motion to approve the use of the council contingency fund to contract with Olson Tree Service for tree removal and clean up at 16490 Uranium St in an amount not to exceed \$3300.00

Attachments

Tree removal estimates

Form Review

Inbox

Kurt Ulrich

Reviewed By

Kurt Ulrich

Date

07/10/2012 01:03 PM

Form Started By: Grant Riemer

Started On: 07/02/2012 09:42 AM

Final Approval Date: 07/10/2012

A Family Tree And Brush Service
 19920 Butternut ST NW
 Oak Grove, MN 55011

Estimate

Date	Estimate #
6/25/2012	93

Name / Address
City of Ramsey Grant Riemer 7550 Sunwood Drive NW Ramsey, Minnesota 55303

Project

Item	Description	Total
Tree Removal	Remove 2 large Cotton Wood trees at 16490 Uranium St Ramsey	3,000.00
Brush Hauling	Haul the brush and wood	1,500.00
Subtotal		\$4,500.00
Sales Tax (6.875%)		\$206.25
Total		\$4,706.25

Phone #
763-413-0694



WBE Certified
#2005113761
MSHA/OSHA Certified

PROPOSAL / WORK ORDER

No. 2186
Date 06/27

Rivard Contracting

19801 Highway 65 NE
East Bethel, MN 55011
Phone: (763) 753-7888 Fax: (763) 753-1314 Website: www.rivardcompanies.com

Proposal Submitted To:

Name City of Ramsey
Street _____
City _____ State _____
Phone _____ Fax _____
Cell Phone 763-286-7130

Work to be Performed At:

Project Title Two 48" Cottonwoods
Street 16491 Uranium St.
City _____ State _____
Bid Number FAX 763-433-9898

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Description	Qty.	Unit Price	Total
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<u>Remove two Cottonwoods without CRANE (some damage will occur to surrounding trees & shrubs)</u>			<u>\$ 3500.00</u>
--	--	--	-------------------

<u>Remove two Cottonwood trees with using CRANE TO MINIMIZE DAMAGE TO SURROUNDING TREES</u>			<u>\$ 4500</u>
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Payment Terms: Upon Completion or Net 30 Days (with account approval).
All accounts not paid within the terms will have a 1.5% finance charge added monthly.

Sub Total _____
Sales Tax _____
TOTAL _____

PROPOSAL TERMS & CONDITIONS:

All material is guaranteed to be as specified, and the above work to be performed in accordance with drawings and specifications submitted. Before any work commences, Rivard Contracting needs a signed Contract Agreement (upon awarding of project) from an authorized project representative. Site must be clearly staked and marked before commencing work. Any delays due to incomplete and/or improper surveying/markings may result in additional charges. Unit prices are based on volume. If acreage to clear and grub or scope of work changes so may the unit price, acreage price or lump sum bid price. Any trees, stumps or tree debris which is found to have been previously buried or dumped onsite may be subject to additional charges. If Rivard Contracting finds it necessary to take legal action in order to collect past due payment(s) and if the court awards such payments, all legal fees including attorney fees and associated court costs shall be paid by the client. If any portion of the job is delayed for any reason and requires a return trip, mobilization fees may be charged. Any retainage withheld beyond 90 days of the date of invoice will be subject to financing charges.

Respectfully submitted by [Signature] Title [Signature]

ACCEPTANCE OF PROPOSAL:

This proposal may be withdrawn by us if not accepted within 30 days. The above prices, specifications, and conditions satisfactory and are hereby accepted. You are authorized to do the work as specified. We agree to the payment terms as are outlined above.

PRE-LIEN NOTICE
MECHANICS LIEN

THE FOLLOWING NOTICE IS PROVIDED TO YOU AS PROVIDED BY LAW:

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS

UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

Printed Name _____ Signature _____ Date _____

Remit to: Rivard Contracting · PO Box 448 · Cedar, MN 55011 Or fax to: 763-753-1314

OLSON TREE SERVICE

Tracey Olson • 642 Fourth Avenue SW • Cambridge, MN 55008

763-219-3893

PROPOSAL SUBMITTED TO City of Ramsey	PHONE 763-286-7130	DATE 6-24-12
STREET 16491 Uranium St. NW	JOB NAME Att. Mike McDonald	
CITY Ramsey Mn	JOB LOCATION Ramsey	
STATE AND ZIP CODE 55303	JOB NUMBER	

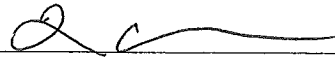
WE PROPOSE

hereby to furnish material and labor - complete in accordance with specification below, for the sum of: dollars (\$ 3300⁰⁰).

PAYMENT TERMS: Paid Upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within _____ days.

We hereby submit specifications and estimates for:

* Remove 1 large Cotton Wood tree near road.

* Remove 1 large Cotton Wood tree hanging against another tree near residence property.

* total clean up of wood and brush.

* Cut stump of tree to ground level.

If interested in stump grinding would give estimate when tree is cut to get accurate measurement.

"NOTICE"

Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

ACCEPTANCE OF PROPOSAL - The above price, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature



Date of Acceptance: _____

Signature _____

Tracey's Copy



EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: D897479-02

Q U O T A T I O N - G E N E R A L L I A B I L I T Y

QUOTATION IS VALID: FROM 04/18/12 TO 06/02/12
PROPOSED POLICY PERIOD: FROM 04/23/12 TO 04/23/13

P R E P A R E D F O R :

P R E S E N T E D B Y :

OLSON, TRACEY M
DBA:JHT OLSON TREE SERVICE LLC
642 4TH AVE SW
CAMBRIDGE MN 55008-1428

BOZEMAN-NEWTON INSURANCE AGENCY
PO BOX 249
NORTH BRANCH MN 55056-0249

AGENT: AC 8457
AGENT PHONE: 651-674-4953

INSURED IS: LLC

L I M I T S O F I N S U R A N C E

EACH OCCURRENCE LIMIT	\$	1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$	100,000	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$	5,000	ANY ONE PERSON
PERSONAL AND ADVERTISING INJURY LIMIT	\$	1,000,000	ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT	\$	2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$	2,000,000	

C O V E R A G E S P R O V I D E D

P R E M I U M

OTHER THAN PRODUCTS/COMPLETED OPERATIONS	\$	648.00
TOTAL ESTIMATED POLICY PREMIUM	\$	648.00

AUDIT PERIOD: ANNUAL

DATE OF ISSUE: 04/18/12 BPP

BPP 04/18/12

314

TF

Public Works Committee

5.3.

Meeting Date: 07/17/2012

Submitted For: Grant Riemer

By: Grant Riemer, Engineering/Public Works

Title:

Review Overlay Project 11-05 (157th Ln east of Ramsey Blvd)

Background:

In April of 2011 an overlay project was approved for 157th Ln east of Ramsey Blvd. After the project some of the residents had questions about the workmanship. On November 8th members of the engineering staff, Council Member McGlone, and Mayor Ramsey met with residents to hear their concerns. Attached to the case is a letter containing a list of those concerns and the city's response. Since that meeting residents have met several more times to discuss the workmanship of the project with council members and staff. On July 9th public works and engineering staff met with residents Barb McKusick and Levi Dargis. After discussing of the project and reviewing the core samples taken at various points in the road, the two major concern remaining seem to be the depth of material at the curb line and the warranty period. Four core samples were taken on the project, with two of them taken in the south curb line one in front of 6828 157th Ln and the other taken at 7020 157th Ln. Both samples average 1-1/2 to 2" in depth approximately 9"-12" from the curb. The other concern was with the warranty period. The warranty period is the standard one year from the city's acceptance of the project. Staff has driven and inspected the curb line on this project and other overlay projects performed last year by the same contractor (North Valley). Staff found no signs of distress in the curb line on any of the projects. Other concerns were with the drainage in the cul-de-sac and the center seam of the road. Mr. Dargis reviewed the repairs made in the cul-de-sac with staff and was satisfied with the curbing and the drainage repairs. The center seam was and remains crooked. The height difference has been somewhat eliminated by snowplowing there is still a slight lip, but not consistently, through the project. Though this seam as not as straight as it should be it, it has no effect on the integrity of the road surface itself.

Notification:

Affected residents will be notified of the meeting time and location by mail.

Observations:

Though there are some concerns with the road staff feels the overlay is sound and will perform up to standards. Staff will continue to monitor the road edge for possible problems, but doesn't foresee any at this time.

Funding Source:

Dependant on discussion

Staff Recommendation:

Accept the road project and monitor for any defects. If any defects occur, treat as needed, within our routine maintenance schedule.

Committee Action:

Motion to accept road and let warranty period expire.

Attachments

Letter addressing resident concerns

Form Review

Inbox

Reviewed By

Date

Kurt Ulrich

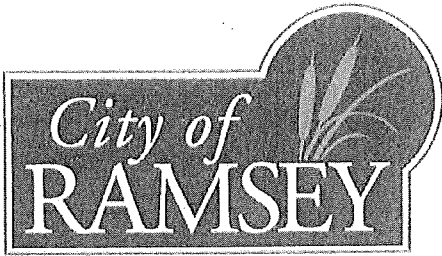
Kurt Ulrich

07/12/2012 03:20 PM

Form Started By: Grant Riemer

Started On: 07/02/2012 09:40 AM

Final Approval Date: 07/12/2012



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

November 28, 2011

RE: 157th Lane NW Overlay

Dear Property Owners,

This letter is intended to update you on the status of the project in your neighborhood. While the work is substantially complete, assessments have been levied, and the contractor has received final payment, the City still holds a one year warranty on the work. We have received some complaints regarding workmanship on this project, and continue to investigate the matter with the contractor. We have met with some of the property owners in the neighborhood on an individual basis, and continue to seek your input.

Some of the items of concern include:

- Turf restoration and drainage in and around the culvert installation. The contractor is aware of this issue and is working to complete the required restoration; this item is included on their punchlist for corrective action.
- Loss of curb in some locations due to the overlay. We have received similar complaints on overlay projects that take place on roadways with an existing bituminous curb. The City will be reviewing our process on all overlay projects in the future in an attempt to address this matter. We will also be reviewing this particular matter with the contractor to investigate whether we can correct the concerns on this project; particularly in areas where it may cause an erosion concern.
- Lack of erosion control (rip-rap) at the spillway on the end of the cul-de-sac. This work was outside the scope of the roadway project, and the City will be placing rip-rap in this location once the curb revisions have been addressed in the spring.
- Compaction of the asphalt at the gutter line. The City has reviewed this matter and we are confident that the compaction meets the project specifications. The contractor instituted the use of rubber tire rollers in these sensitive locations to avoid additional damage to the curb.
- Centerline offset of the pavement. We have discussed this issue with the contractor, and there are a couple of locations where this may be a concern. We will review again in the spring and work with the contractor to correct.
- Thickness of the pavement that was placed. The City has conducted pavement corings of the roadway, and reviewed the load tickets from the project, to determine that the required asphalt thickness (1 ½") was met.

I seek your assistance to provide me with any additional concerns that you may have regarding this project so I can thoroughly investigate them. Be assured that I will continue to monitor all issues brought to my attention in an effort to address them, as it is ultimately my responsibility to ensure that all projects completed in the City of Ramsey are completed to project specifications and City standards. I welcome your input on this matter and am available to document and respond to your concerns. Please feel free to contact me if I can be of any assistance.

Sincerely,

Tim Himmer
City Engineer
(763) 433-9893
thimmer@ci.ramsey.mn.us

Public Works Committee

5. 4.

Meeting Date: 07/17/2012

By: Grant Riemer, Engineering/Public Works

Title:

Review Resident's Concerns With The Sunfish Lk Blvd/CR116 Project

Background:

On June 13th city staff and the Ramsey City Council were cc 'd on an email from Ramsey resident Jessie Diaz and Charles Cadenhead of Anoka County Highway. The email was concerning the impact of the Sunfish Lake Blvd/CR116 project was having on her neighborhood, the Sunfish Pond Town homes. Staff has brought this case forward for review by the committee to see if any of the concerns merit city involvement. Jessie Diaz has been informed of this case and invited to attend. The list of concerns are as follows:

1. Use of the the town home developments private road by non residents
2. Limited access to Caseys General Store because of the center medians on Sunfish Lk Blvd and CR 116
3. Increased traffic in surrounding neighborhoods because of the center medians on Sunfish Lk Blvd and CR116
4. Gaps in the sound walls constructed as part of the county project.

Notification:

A Letter was sent to Ms. Diaz informing her that the Ramsey Public Works Committee would be review her concerns. Meeting location and time were included.

Observations:

Charles Cadenhead of Anoka County Highway has responded to Ms Diaz's email explaining the county's position on her concerns. The one suggestion he had for controlling non-resident traffic in her neighborhood was to post "Private Road" signs at the entrances to the development. These signs are already in place.

Funding Source:

N/A

Staff Recommendation:

Follow the county's guidlines and suggestions

Committee Action:

Based on discussion

Attachments

email re Sunfish Lake Blvd/Bunker Lake Blvd Construction Project

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Grant Riemer	07/12/2012 07:27 AM
Grant Riemer (Originator)	Jo Thieling	07/12/2012 11:01 AM
Kurt Ulrich	Kurt Ulrich	07/12/2012 03:20 PM
Form Started By: Grant Riemer		Started On: 07/09/2012 07:54 AM

Final Approval Date: 07/12/2012

Grant Riemer

From: Kurt Ulrich
Sent: Friday, June 15, 2012 11:34 AM
To: Tim Gladhill
Cc: Grant Riemer; Tim Himmer
Subject: RE: Sunfish Lake Blvd / Bunker Lake Blvd Construction Project (UNCLASSIFIED)

Tim,

Thanks for the e-mail. I hadn't seen this, nor the response from the County. I have asked Grant to schedule as an item for the July PW meeting, although I think it is primarily informational, we should consider whether any of their points might merit City involvement.

Kurt

-----Original Message-----

From: Tim Gladhill
Sent: Friday, June 15, 2012 11:04 AM
To: Kurt Ulrich
Subject: FW: Sunfish Lake Blvd / Bunker Lake Blvd Construction Project (UNCLASSIFIED)
Importance: High

You probably have already been forwarded this, but just in case...

Tim Gladhill
Senior Planner
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303
763-427-1410 (City Hall)
763-576-4308 (Direct)
763-482-4004 (Cell)
763-427-5543 (Fax)
tgladhill@ci.ramsey.mn.us

-----Original Message-----

From: Diaz, Jessie C MVP [mailto:Jessie.C.Diaz@usace.army.mil]
Sent: Thursday, June 14, 2012 9:12 AM
To: info@kellerpropertymgt.com
Cc: Mayor Ramsey; Randy Backous; Jeff Wise; David Elvig; CM McGlone; Jason Tossey; Sarah Strommen; Tim Gladhill; Josh Shenkle; Jacob Diaz; Tim Himmer; Andrew Witter; Doug Fischer; Charles Cadenhead; Jessie Diaz; Harry Grams
Subject: RE: Sunfish Lake Blvd / Bunker Lake Blvd Construction Project (UNCLASSIFIED)
Importance: High

Classification: UNCLASSIFIED
Caveats: NONE

Sunfish Ponds Townhome Association:

Please see the correspondence below. Was the Association who handles/maintains our account notified of the project and effects that it would have on our private road? This project is having significant impacts on the flow of traffic through our residences. There are many non-townhome owners who are now utilizing our privately owned road to

access Sunfish Lake Blvd and Bunker Lake Blvd. This is causing additional safety concerns due to these non-residents speeding through our neighborhood. The county should be held responsible for increasing the traffic through our residences; I don't feel that it should be the responsibility of our Association to address the issue. Those neighbors who I have spoken to are all unhappy with the project, and are concerned with the effects to our residential area. Does our Association have a legal advisor?

In addition, another issue at hand that may have to do with the project is the privacy fence that was put up along Bunker Lake Blvd. The fence does not extend along all of townhomes and is incomplete containing many gaps. Can you please inform me as to when this will be completed?

Thanks Greatly!

Jessie C. Diaz
Sunfish Ponds Townhomes Resident
Ramsey, Minnesota
763-227-6996

-----Original Message-----

From: Charles Cadenhead [mailto:Charles.Cadenhead@co.anoka.mn.us]

Sent: Wednesday, June 13, 2012 2:43 PM

To: Jessie Diaz; Harry Grams

Cc: mayorramsey@ci.ramsey.mn.us; rbackous@ci.ramsey.mn.us; jwise@ci.ramsey.mn.us; delvig@ci.ramsey.mn.us; colin@colinmcglone.com; jtossey@ci.ramsey.mn.us; sstrommen@ci.ramsey.mn.us; tgladhill@ci.ramsey.mn.us; Josh Shenkle; Jacob Diaz; Diaz, Jessie C MVP; thimmer@ci.ramsey.mn.us; Andrew Witter; Doug Fischer

Subject: RE: Sunfish Lake Blvd / Bunker Lake Blvd Construction Project

Jessie,

Thank you for informing us of your concerns and issues.

With regards to your comment regarding Xenon St. NW through the townhomes being a private street, I would offer that the County does not have any jurisdictional authority with regards to that street and therefore cannot dictate who does or does not drive on that street. I am not sure if you have a 'Private Road' sign already posted, but that might be one idea to give a try.

The City of Ramsey and Anoka County had many design meetings, open houses (notices to residents within 1/2 mile were sent), and discussions revolving around the use of medians and the design of Bunker Lake Blvd (CSAH 116) and Sunfish Blvd (CSAH 57). We held open houses for this project in March of 2009, February of 2010 and had a Public Hearing in January of 2011. Notices were sent to your address and we don't show any record of your attendance however we do show a sign in from one of your neighbors in the townhomes. We also completed a traffic study through the design process to evaluate and minimize the adverse impacts to the city street system. It was during these design meetings that it was decided to maintain the County policy of placing medians in the four lane divided roadway and keep the full access points a safe distance from the intersection to minimize the conflicts of left turning movements at the intersection.

This type of design is something that the County has performed on many projects throughout the county and have experienced great results in both efficient movement of traffic and safety. Another example of this type of configuration that has been working well is the intersection of Hanson Blvd. and Bunker Lake Blvd. U-Turns are an allowable traffic movement at the intersections and also a safe alternative given the protected left turn lane. This allows the U-turn traffic to not contend with the traffic traveling through the intersection.

We understand that these are probably not the answers that you were looking for with your request, but we hope that you understand our reasoning.

Charles M. Cadenhead, Jr., P.E.

Anoka County Construction Engineer

1400 Bunker Lake NW

Andover, MN 55304

Phone: 763-862-4237

Fax: 763-862-4201

Charles.Cadenhead@co.anoka.mn.us <mailto:Charles.Cadenhead@co.anoka.mn.us>

At the Anoka county Highway Department, our passion is your safe way home.

"Whatever you are, be a good one." - Abraham Lincoln

From: Jessie Diaz [mailto:jjh.diaz@yahoo.com]

Sent: Monday, June 11, 2012 11:38 AM

To: Harry Grams; Charles Cadenhead

Cc: mayorramsey@ci.ramsey.mn.us; rbackous@ci.ramsey.mn.us; jwise@ci.ramsey.mn.us; delvig@ci.ramsey.mn.us; colin@colinmcglone.com; jtossey@ci.ramsey.mn.us; sstrommen@ci.ramsey.mn.us; tgladhill@ci.ramsey.mn.us; Josh Shenkle; Jacob Diaz; jessie.c.diaz@usace.army.mil
Subject: Sunfish Lake Blvd / Bunker Lake Blvd Construction Project

Dear Mr. Grams & Mr Cadenhead:

I am a homeowner residing in the Sunfish Ponds Townhomes Community located behind Casey's General Store at the Intersection of Sunfish Lake Blvd and Bunker Lake Blvd in Ramsey, MN. I have recently noticed a median going in along the center of Bunker Lake Blvd, which raises concerns for both my neighbors and my husband and I. This median is going to cause a number of problems and inconveniences for our town home community and surrounding residents and businesses. Below is a list of my concerns in regard to the construction project:

1.) Sunfish Ponds Townhomes is a private road, which we pay to have maintained. Since construction has begun there has been a noticeable increase in traffic through our Townhome Residences due to Wolfram Streets closure. Although reopening Wolfram street after completion of construction may reduce some traffic, the median will prevent people from being able to turn left, therefore still increasing the traffic through our townhome residences. There are lots of children in this neighborhood, including a daycare, which further raises my concerns. There are many individuals who speed through our Townhome Residences who are not townhome owners. Since this is a private road, how do you plan to prevent and control non-Sunfish Pond Townhome owners from traveling on our privately owned road?

Solutions recommended:

- a.) Take out the median on Bunker Lake Blvd. allowing left turn access.
- b.) Put in a paid for and maintained county/city electronic gate for Sunfish Ponds Townhomes Association, which would provide only townhome owners access to the gated area.

2.) Limited access to Casey's General store, causes inconveniences and reduction of revenue for the business.

Solutions:

- a.) Allow turn access into Casey's on both roads traveling in all directions.
- 3.) An increase in accidents is likely to occur at the intersection of Sunfish Lake Blvd and Bunker Lake Blvd. due to more individuals turning right onto Bunker Lake Blvd and needing to make u-turns to access East Bound Bunker Lake Blvd. If u-turns are not allowed at the intersection, then this will further increase traffic through the neighborhoods, raising child and pedestrian safety concerns.

Solutions:

a.) Allow left turn access to Bunker Lake Blvd, by removing the median.

Thank you for taking the time to address and find solutions to my concerns. If you wish to further discuss this with me below is my contact information.

Regards,

Jessie C. Diaz

Sunfish Ponds Townhomes Resident

jjh.diaz@yahoo.com

(763) 227-6996

Click here

<https://www.mailcontrol.com/sr/6vPMPen7nonTndxIloX7UjaeDmea67kXMFSV7kTydD2qV6G6Q7GfIFT8GFgVM1NgIWfGJ4ErSQrgMdFy9yJ30A==>> to report this email as spam.

NOTICE: Unless restricted by law, email correspondence to and from Anoka County government offices may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

Classification: UNCLASSIFIED

Caveats: NONE

Public Works Committee

5. 5.

Meeting Date: 07/17/2012

Submitted For: Grant Riemer

By: Grant Riemer, Engineering/Public Works

Title:

Consider Purchase of AVL System for PW Fleet

Background:

At the May 15 PW Committee meeting staff gave a brief overview of AVL systems and how they could be used in our municipal fleet. Information gathered would primarily used in our plowing operation but could expand into other areas. An AVL system would track basic functions such as vehicle location, material use, vehicle speed, time spent on a particular route etc.... When talking to other users, total material used seems to be their biggest need. Boundaries called "Geo Fences" can be drawn around plow routes and data can be gathered on how much material was used on the road surface. With this information, managers can better control and fine tune material applications saving money and lessen environmental concerns. Mapping data can be supplied to the public, but not directly as staff was first informed. If you gave the general public access to the server it would quickly crash as people checked to see where the plow trucks were. One way around this would be to have the staff pull up the plow map, take a screen shot and then upload that image to the city web page, Facebook etc... Data gathering is performed basically the same in all 3 systems quoted. The tracking device is always gathering information, plow up plow down, sander on, vehicle speed, location and so on. Data retrieval intervals are entirely up to staff and effect operational costs of the system. In operations such as sweeping, roadside mowing, sewer cleaning, you may only need information at the end of the shift. In severe weather or plowing operations you may want information to be more immediate. Anoka County Highway uses the Precise MRM system on their plow fleet. They use the once a day data retrieval approach for the most part and average about \$11.00/month per vehicle.

Notification:

Observations:

RFP's were gathered from the 3 vendors on the State Bid list. Those vendors are Precise MRM, Location Technologies, and Ameri Trak. Precise MRM has the biggest foot print in Minnesota with 31 municipal customers and 1100 devices in service including Anoka County and the City of Duluth. Precise is owned by Force America a local company out of Burnsville, Mn. Force America builds the spreader controls used in our plow trucks so integration would be seamless.

Funding Source:

General fund cost center 0311-6580

Staff Recommendation:

Staff would recommend the Precise MRM system. The other municipalities I have spoke with have given high marks for the product itself, service, and tech support after the sale. They are using the AVL system for storm water reporting, accident investigation, sanitary sewer cleaning and vehicle maintenance reporting. As mentioned earlier the company is local and is the vendor for our ground speed sander controls. The use of the Precise system would make integration a plug and play set up. Staff will have the full financial breakdown available at the meeting as well as some different options to cut costs.

Committee Action:

Motion to include the purchase of AVL system from Precise MRM in the 2013 Budget

or

Motion to include the purchase of AVL system from Location Technologies in the 2013 Budget

or

Motion to deffer purchase of AVL system to a future budget year

Attachments

AVL Sysstem Cost Comparison

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	07/12/2012 03:20 PM
Form Started By: Grant Riemer		Started On: 06/21/2012 09:22 AM
	Final Approval Date: 07/12/2012	

PRECISE MRM

PW Snow Removal Fleet

Ameri Trak

Quantities	Product	Product Description	Per unit cost	TOTAL COST	Quantities	Product
5	IX301	Base unit w/cable and magnetic antenna	\$699.00	\$3,495.00	17	AT-400
5	9873A001	Key upgrade for 5100 spreader controller	\$122.50	\$612.50	17	AT-BP
12	IX101	Base unit w/cable and magnetic antenna	\$350.00	\$4,200.00	17	
5	2260007	input harness for IX301	\$19.95	\$99.75		
17	MSS0012	NAF+Software 12 month Access Fee+SW	\$129.99	\$2,209.83	17	
17	2880020	Position Switch	\$34.50	\$586.50	17	AT-CB-01
17	Data Plan	Data Charges (low use)	\$8.00	\$1,632.00	17	AT-ACE-01
17	Data Plan	Data Charges (high use)	\$20.00	\$4,080.00	17	AT-ACU-01
17	Data Plan	Data Charges (average)	\$14.00	\$2,856.00	17	ATE-SA10
		Total Hardware Cost for Precise MRM System		\$8,993.75	17	AT-MP-04
		Total Annual Costs for Precise MRM System		\$5,065.83	17	
		Start up cost		\$14,059.58		

Optional Police Department Fleet

11	IX101	Base unit w/cable and magnetic antenna	\$350.00	\$3,850.00		
11	MSS0012	NAF+Software 12 month Access Fee+SW	\$129.99	\$1,429.89	Quantities	Product
11	Data Plan	Data Charges unlimited plan	\$26.99	\$3,562.68	11	AT-400
		Total Hardware Cost for Precise MRM System		\$3,850.00	11	AT-CB-01
		Total Annual Costs for Precise MRM System		\$1,429.89	11	AT-ACE-01
		Start up cost		\$5,279.89	11	AT-ACU-01
					11	ATE-SA10
					11	AT-MP-04
					11	

Navigo**PW Snow Removal Fleet**

Quantities	Product	Product Description	Per unit cost	TOTAL COST
17	LT6 GPS	Cellular Modem	\$425.00	\$7,225.00
17		Cable/Antenna	\$55.00	\$935.00
17		Plow Monitor Switch	\$59.00	\$1,003.00
5		Spreader interface	\$65.00	\$325.00
17	9873A001	Key upgrade for 5100 spreader controller	\$245.00	\$4,165.00
17		Software 12 month Access Fee	\$1.65	\$336.60
17	Data Plan	Data Charges	\$10.99	\$2,241.96
1		Per Account Monthly Charge	\$70.00	\$70.00
1		User training		\$1,250.00
1		Installation training		\$1,250.00
		Total Hardware/Training Cost for Navigo		\$13,653.00
		Total Annual Costs for Navigo		\$2,648.56
			Start up cost	\$16,301.56

Optional Police Department Fleet

11	LT6/GPS	Cellular Modem	\$425.00	\$4,675.00
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11		Software 12 month Access Fee	\$1.65	\$217.80
11	Data Plan	Data Charges	\$10.99	\$1,450.68

		Total Hardware Cost for Navigo System		\$4,675.00
		Total Annual Costs for Navigo System		\$1,668.48
			Start up cost	\$6,343.48

PW Snow Removal Fleet

Product Description	Per unit cost	TOTAL COST
Cellular/GPS Tracking Device	\$649.00	\$11,033.00
Battery Protector	\$60.00	\$1,020.00
Cellular/ GPS Combo Antenna	\$29.99	\$509.83
Software 12 month Access Fee	\$5.99	\$1,221.96
Circuit Board	\$85.00	\$1,445.00
Aircard Antenna Cable	\$9.99	\$169.83
Aircard USB Interface Cable	\$2.49	\$42.33
Event Module	\$249.00	\$4,233.00
Mounting Plate for At-400	\$65.00	\$1,105.00
Data Charges	Not included	
Total Hardware Cost for Ameri Trak System		\$19,557.99
Total Annual Costs for Ameri Trak System		\$1,221.96
Start up cost		\$20,779.95

Optional Police Department Fleet

Product Description	Per unit cost	TOTAL COST
Cellular/GPS Tracking Device	\$649.00	\$7,139.00
Software 12 month Access Fee	\$5.99	\$790.68
Circuit Board	\$85.00	\$935.00
Aircard Antenna Cable	\$9.99	\$109.89
Aircard USB Interface Cable	\$2.49	\$27.39
Event Module	\$249.00	\$2,739.00
Mounting Plate for At-400	\$65.00	\$715.00
Data Charges	Not included	
Total Hardware Cost for Ameri Trak System		\$11,665.28
Total Annual Costs for Ameri Trak System		\$790.68
Start up cost		\$12,455.96

Meeting Date: 08/13/2012**Submitted For:** Shane Nelson**By:** Shane Nelson, Engineering/Public Works

Information**Title:**

City Improvement Project 12-20; Sunwood Drive Realignment - Consider Change Order #1

Background:

On June 26, 2012 the City Council awarded a contract to North Pine Aggregate for City Improvement Project 12-20; Sunwood Drive Realignment. The construction plans for this project identified an existing 65" x 92" Reinforced Concrete Arch Pipe stub out of Structure 5004 that was constructed with the original improvements for Sunwood Drive. Structure 5004 is located in the old alignment of Sunwood Drive, approximately 500 feet west of Zeolite, and will be entirely within the proposed COR TWO plat. The purpose of the stub was to serve future development when needed. The construction plans have recently been submitted for the COR TWO plat and the storm sewer stub discussed herein is not proposed to be utilized, therefore, the stub should be permanently abandoned or removed. Abandoning the pipe will consist of installing blow pipes on both sides, filling the pipe full of sand and bulk-heading at the structure.

The construction project also included the partial excavation of Lake Ramsey. We have been informed that the excavation area was subject to extensive uncontrolled fill by a number of parties over the years. The fill included stockpiles of clay, street sweepings, sod chunks, and other mixed materials. We have further been informed that this issue was discussed with the former City Engineer during the mass grading effort and it was concluded that extensive testing and mapping would be necessary to identify and quantify the uncontrolled fill. The costs of the mapping and testing were presumed to be in excess of the costs that would be incurred by simply dealing with the material in the field with the Contractor, and the design engineer proceeded accordingly. The design engineer has reviewed this Change Order request and recommends approval to compensate the Contractor for unforeseen conditions.

Observations:

In relation to the Abandon Arch Pipe at Structure 5004 Change Order item - Additional expense would be incurred if the City were to consider removal of the pipe. The additional expense would include costs for dewatering and rebuilding/replacing the 12' diameter manhole. The estimated cost savings for abandoning vs. removing the pipe is \$15,000 - \$20,000.

In relation to the Additional Topsoil Excavation and Handling Change Order item - this item will compensate the Contractor for additional work already performed that was outside of the scope of the original contract. The proposed Change Order unit price was obtained through negotiations with the Contractor and is a fair price for the additional work.

Recommendation:

Staff recommends approving Change Order #1 in the amount of \$19,237.60.

Funding Source:

The funding package for this project has been previously identified.

Council Action:

Motion to approve proposed Change Order #1 in the amount of \$19,237.60 for City Improvement Project #12-20; Sunwood Drive Realignment.

Attachments

Change Order No 1

Form Review

Inbox
Kurt Ulrich

Reviewed By
Kurt Ulrich

Date
08/09/2012 09:48 AM
Started On: 08/03/2012 04:10 PM

Form Started By: Shane Nelson

Final Approval Date: 08/09/2012

CHANGE ORDER #1

Contractor: North Pine Aggregate, Inc. S.P. No. 199-020-010, 199-104-010
 Address: 14551 Lake Drive F.P. No. N/A
Forest Lake, MN 55025
 Location: CSAH 83 and 147th Avenue/Sunwood Drive Project Contract No. N/A

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the Work as altered by the following provisions:

Abandon existing arch pipe at structure 5004, additional topsoil excavation and handling for stockpiles/dump sites in the vicinity of Lake Ramsey.

ESTIMATE OF COST

Added Items

ITEM NO.	ITEM NAME	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Abandon Arch Pipe at Structure 5004	LS	1	\$ 5,335.00	\$ 5,335.00
2	Additional Topsoil Excavation and Handling	CY	5,452	\$2.55	\$13,902.60

Original Contract Amount	\$2,342,641.29
Change in Contract due to this Change Order	\$19,237.60
Total Contract Amount	\$2,361,878.89

Issued by: _____
 City Engineer Date

Approved by: _____
 City Administrator Date

Accepted by: _____
 Contractor's Authorized Representative Date

CHANGE IN CONTRACT TIME

Due to this change, the Contract Time:

is Increased by _____ Working Days

is Decreased by _____ Calendar Days

is not changed.

May be revised if the work affected the controlling operation.

Meeting Date: 08/13/2012

By: Tim Gladhill, Community Development

Information

Title:

Consider Preliminary Plat and Final Plat Approval of COR TWO; Case of the City of Ramsey Housing and Redevelopment Authority

Background:

The City of Ramsey Housing and Redevelopment Authority (HRA) has submitted a preliminary plat to subdivide three (3) additional buildable lots in the RAMEY TOWN CENTER ADDITION and reconfigure lot lines for two (2) existing parcels in RAMSEY TOWN CENTER 3rd ADDITION. The proposed development is located south of the re-aligned Sunwood Drive and east of Armstrong Boulevard.

Notification:

In accordance with City Code and Minnesota Statute, Staff attempted to notify residents within 700 feet of the subject property of the preliminary plat public hearing. The Public Hearing was published in the Anoka County Union.

Observations:

The subject property is currently zoned COR-2 Commercial. The COR-2 sub-district allows for a traditional and convenience retail.

The development is proposing pads for three (3) retail users. Concurrently, an Application has been submitted for Site Plan Review for Wisner Choice Liquors. That request will be reviewed separately. In addition, the remaining two (2) future users will submit site plan applications at a later date.

The proposed development will be serviced by existing and re-aligned Sunwood Drive. All users will derive access from shared access points as indicated on the Plan. As noted, based on the proposed parcel configuration, a shared access easement will need to be reviewed by the City Attorney prior to releasing the Final Plat for recording.

Staff has calculated parking requirements based on Lots 3-5 as a whole, with the assumption of shared-parking arrangements. Staff has noted some potential amendments to the Design Framework as it relates to future site plan reviews for this sub-district to ensure consistency with the approved Development Plan, and will review said findings at the meeting.

The Grading and Drainage and Utility Plans have been reviewed and a preliminary list of revisions are outlined in the City Staff Review Letter. However, Staff is still receiving and reviewing updates to the drainage, grading, street, and utility plans. Additional information and revisions may be required once the Staff review is complete. It appears that at least one easement will need to be vacated, potentially requiring an application for Easement Vacation.

A Landscaping Plan has yet to be submitted. Review and approval of a Landscaping Plan will be required prior to issuance of a Building Permit.

Also attached is a copy of the Development Agreement required by City Code. Included in the Development Agreement are the required Development Fees established annually by ordinance. Please note that Development Fees are not proposed to be collected on areas within the vacated right-of-way for existing Sunwood Drive. A detailed analysis is included in the Staff Review Letter, attached hereto.

Recommendation:

The Planning Commission held a Public Hearing on Thursday, August 2nd and recommended approval of the Preliminary and Final Plat contingent upon:

- Required amendments as outlined in the attached Staff Review File dated July 27, 2012

Funding Source:

Review of the application is being handled as part of regular Staff duties.

Council Action:

Motion to adopt a resolution granting Preliminary Plat approval of COR TWO

-AND-

Motion to adopt a resolution granting Final Plat Approval of COR TWO contingent upon:

- Required amendments as outlined in the attached Staff Review File dated July 27, 2012, revised August 9, 2010
- AND- the Developer entering into a Development Agreement with the City.

Attachments

Site Location Map

Preliminary and Final Plat

Final Plat Sheet 1

Final Plat Sheet 2

Preliminary Plat Resolution

Final Plat Resolution

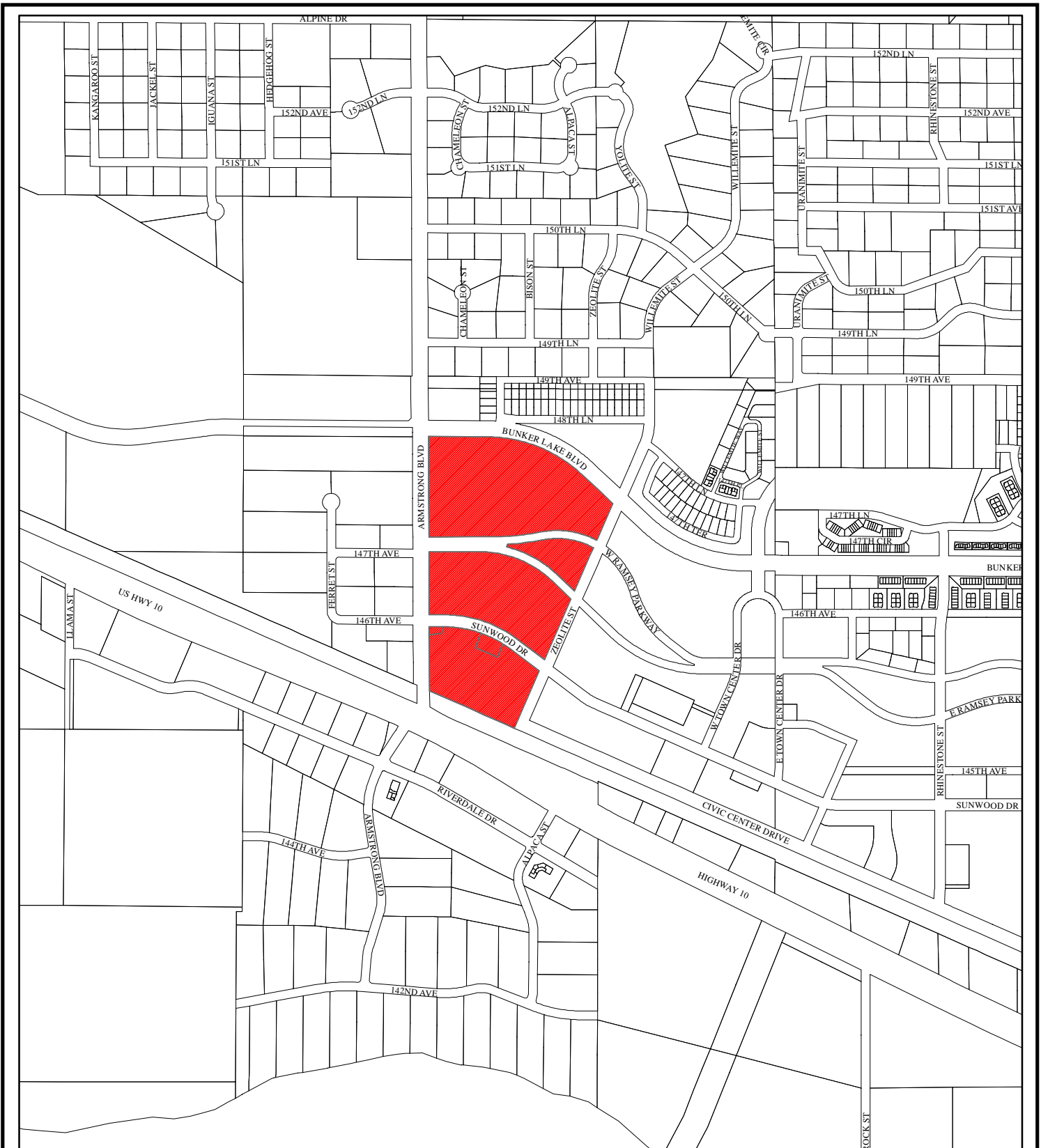
Development Agreement

Staff Review Letter

COR TWO Development Fees

Form Review

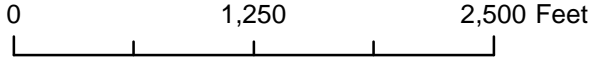
Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	08/08/2012 02:36 PM
Kurt Ulrich	Kurt Ulrich	08/09/2012 09:38 AM
Form Started By: Tim Gladhill		Started On: 07/31/2012 11:09 AM
Final Approval Date: 08/09/2012		



COR TWO

Legend

- Site
- Parcels





PROPOSED SUNWOOD DRIVE
(BY OTHERS)

PROPOSED SUNWOOD DRIVE
(CONCURRENT CONSTRUCTION BY OTHERS)

PROPOSED ACCESS BY OTHERS
(PARK CONCURRENT CONSTRUCTION)

EXISTING BUILDING
FFE=870.7 FT

EXISTING BUILDING
FFE=870.1 FT

ADJACENT BLDG
(IMPROVEMENTS BY OTHERS)

1150' 11.52"

1900.82

EXISTING CONDITIONS

L. BACKGROUND INFORMATION SHOWN IS FROM SURVEY BY LANDFORM, MINNEAPOLIS, MN, EXPRESSLY FOR THIS PROJECT. CITY OF RAMSEY, MN RECORD DRAWINGS, AND UTILITY SERVICE PROVIDERS. LANDFORM OFFERS NO WARRANTY, EXPRESSED OR WRITTEN, FOR INFORMATION PROVIDED BY OTHERS. EXISTING PROJECT CONDITIONS SHALL BE VERIFIED PRIOR TO BEGINNING CONSTRUCTION. ERRORS, INCONSISTENCIES, OR OMISSIONS DISCOVERED SHALL BE REPORTED TO THE ENGINEER.

DEVELOPER

RAMSEY HRA

7550 SUNWOOD DRIVE
RAMSEY, MN 55303
TEL: (953) 427-1410 • FAX: (953) 427-5943

MUNICIPALITY



PROJECT

**SUNWOOD RETAIL
COR TWO**
RAMSEY, MINNESOTA

SHEET INDEX

SHEET	TITLE
C0.1	CIVIL TITLE SHEET
C.1	EXISTING CONDITIONS
C.2	PRELIMINARY PLAN
C.3	FINAL PLAN (SHEET 1 OF 2 SHEETS)
C.4	FINAL PLAN (SHEET 2 OF 2 SHEETS)
C2.1	PRELIMINARY SITE PLAN
C2.2	DESIGN, DRAINAGE, PAVING & EROSION CONTROL
C4.1	UTILITIES

REVISION HISTORY

DATE	REVISION	REVISION
09 JUL 2012	PRELIMINARY SITE PLAN SUBMITTAL	CVC

PROJECT MANAGER REVIEW

BY	DATE
CVC	02/28/12

CERTIFICATION

IF THE SIGNATURE, SEAL OR EXAMINER'S DIRECT FACTOR ARE NOT
LEGIBLE, THIS SHEET HAS BEEN REPRODUCED BEYOND INTENDED
READABILITY AND IS NOT TO BE USED AS A VALID DOCUMENT. PLEASE CONTACT
THE ENGINEER TO REQUEST A COPY TO BE REPRODUCED.

PRELIMINARY SITE PLAN SUBMITTAL
09 JULY 2012

FORM
From Site to Finish

105 South Fifth Avenue Tel: 612-252-9070
Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net

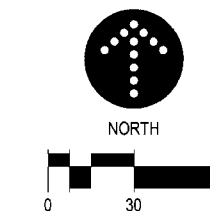
FILE NAME: C101RAM020.DWG
PROJECT NO: RAM12020

EXISTING CONDITIONS

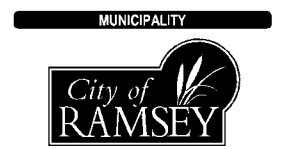
C1.1



Know what's Below.
Call before you dig.



DEVELOPER
RAMSEY HRA
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 TEL (953) 427-1410 • FAX (953) 427-5943



PROJECT
SUNWOOD RETAIL
COR TWO
 RAMSEY, MINNESOTA

SHEET INDEX

SHEET	TITLE
C01	CIVIL TITLE SHEET
C02	SECTION COMMENTS
C03	PRELIMINARY PLAN
C04	FINAL PLAN (SHEET 1 OF 2 SHEETS)
C05	FINAL PLAN (SHEET 2 OF 2 SHEETS)
C06	PRELIMINARY SITE PLAN
C07	DETAILED DRAINAGE, PAVING & EROSION CONTROL
C08	UTILITIES

REVISION HISTORY

DATE	REVISION	REVIEW
29 JAN 2012	PRELIMINARY SUBMITTAL	XXX
04 JUL 2012	PRELIMINARY SUBMITTAL	XXX

PROJECT MANAGER REVIEW
 BY: [Signature] DATE: [Date]
CERTIFICATION

PRELIMINARY SUBMITTAL
 29 JUNE 2012

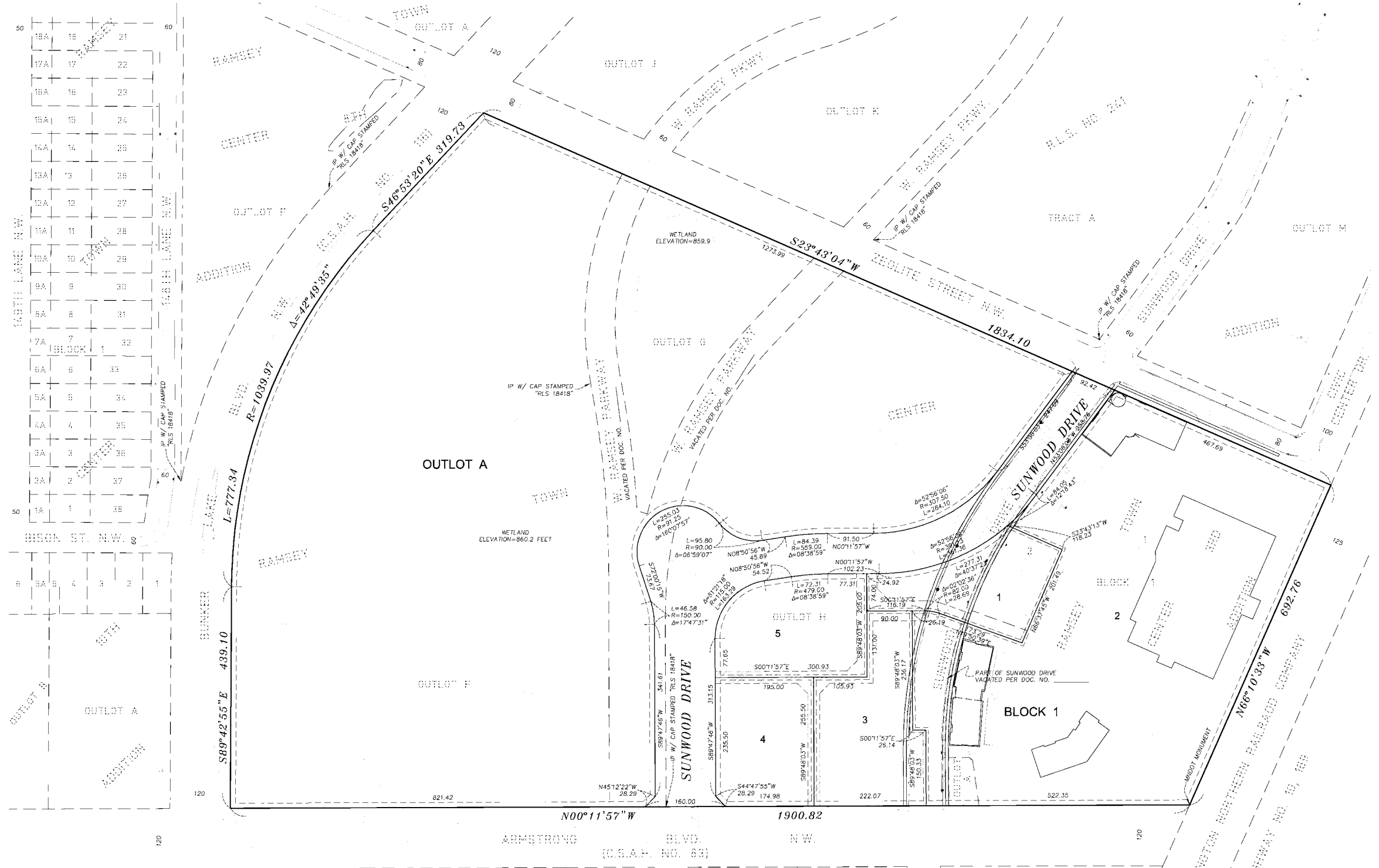
FORM

From Site to Finish

105 South Fifth Avenue Suite 513 Minneapolis, MN 55401
 Tel: 612-252-9070 Fax: 612-252-9077
 Web: landform.net

FILE NAME: plat-RAM020
 PROJECT NO: RAM12020

PRELIMINARY PLAT
C1.2



EXISTING CONDITIONS

BACKGROUND INFORMATION SHOWN IS FROM SURVEY BY LANDFORM, MINNEAPOLIS, MN, ON DATE XXXX, EXPRESSLY FOR THIS PROJECT. CITY OF RAMSEY, MN RECORD DRAWINGS, AND UTILITY SERVICE PROVIDERS. LANDFORM OFFERS NO WARRANTY, EXPRESSED OR WRITTEN, FOR INFORMATION PROVIDED BY OTHERS. EXISTING PROJECT CONDITIONS SHALL BE VERIFIED PRIOR TO BEGINNING CONSTRUCTION. ERRORS, INCONSISTENCIES, OR OMISSIONS DISCOVERED SHALL BE REPORTED TO THE ENGINEER.

EXISTING LOT AREAS

OUTLOT F, RAMSEY TOWN CENTER	=846,384 SQ. FT. OR 19.43 ACRES
OUTLOT G, RAMSEY TOWN CENTER	=116,200 SQ. FT. OR 2.67 ACRES
OUTLOT H, RAMSEY TOWN CENTER	=928,273 SQ. FT. OR 21.3 ACRES
WEST RAMSEY PARKWAY (TO BE VACATED)	=143,778 SQ. FT. OR 3.30 ACRES
SUNWOOD DRIVE (TO BE VACATED)	=84,003 SQ. FT. OR 1.93 ACRES
LOT 1, BLOCK 1, RAMSEY TOWN CENTER 3RD ADDITION	=389,683 SQ. FT. OR 8.92 ACRES
LOT 2, BLOCK 1, RAMSEY TOWN CENTER 3RD ADDITION	=20,534 SQ. FT. OR 0.47 ACRES
OUTLOT A, RAMSEY TOWN CENTER 3RD ADDITION	=5,071 SQ. FT. OR 0.12 ACRES
TOTAL	=2,132,873 SQ. FT. OR 48.96 ACRES

PROPOSED LOT AREAS

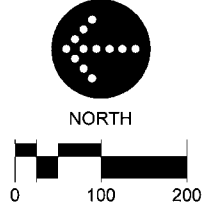
LOT 1, BLOCK 1, COR TWO	= 47,289 SQ. FT. OR 1.09 ACRES
LOT 2, BLOCK 1, COR TWO	= 417,794 SQ. FT. OR 9.59 ACRES
LOT 3, BLOCK 1, COR TWO	= 65,780 SQ. FT. OR 1.5 ACRES
LOT 4, BLOCK 1, COR TWO	= 46,600 SQ. FT. OR 1.06 ACRES
LOT 5, BLOCK 1, COR TWO	= 57,040 SQ. FT. OR 1.31 ACRES
OUTLOT A, COR TWO	= 134,051 SQ. FT. OR 3.07 ACRES
SUNWOOD DRIVE RIGHT OF WAY	= 194,868 SQ. FT. OR 4.48 ACRES
TOTAL	= 2,322,873 SQ. FT. OR 53.46 ACRES

PRELIMINARY PLAT INFORMATION

- PROPOSED PLAT NAME: COR TWO
- EXISTING LEGAL DESCRIPTION: OUTLOT F, G, AND H, RAMSEY TOWN CENTER ADDITION
 LOT 1 AND 2, BLOCK 1, RAMSEY TOWN CENTER 3RD ADDITION
 VACATED WEST RAMSEY PARKWAY LYING BETWEEN ARMSTRONG BLVD. AND ZEEULTE STREET N.W.
 VACATED SUNWOOD DRIVE LYING BETWEEN ARMSTRONG BLVD. AND ZEEULTE STREET N.W.
- OWNER/SUBDIVIDER: RAMSEY HRA
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
- DESIGNER/SURVEYOR: LANDFORM
 105 SOUTH FIFTH AVENUE
 SUITE 513
 MINNEAPOLIS, MN 55401
- AREA SUMMARY: SEE AREA TABLES
- EXISTING ZONING: COR-4 AND COR-5
- PROPOSED ZONING: COR-4
- RESIDENTIAL INFORMATION
 AS TO BLOCK 1:
 PROPOSED SINGLE FAMILY RESIDENTIAL WITH 13 LOTS
 APPROXIMATE GROSS DENSITY 14.670 D.J.A.
 APPROXIMATE NET DENSITY 9.953 D.J.A.
 AS TO BLOCK 2:
 PROPOSED SINGLE FAMILY RESIDENTIAL WITH 4 LOTS
 APPROXIMATE GROSS DENSITY 9.018 D.J.A.
 APPROXIMATE NET DENSITY 9.018 D.J.A.

PROPOSED EASEMENTS

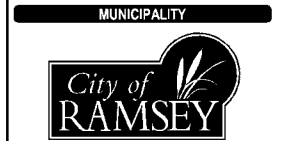
- PROPOSED ACCESS EASEMENT
- PROPOSED SUNWOOD DRIVE RIGHT OF WAY EASEMENT
- PROPOSED SIDEWALK EASEMENT



COR TWO

CITY OF RAMSEY
COUNTY OF ANOKA
Sec. 28, Twp. 32, Rge. 25

DEVELOPER
RAMSEY HRA
7553 SUNWOOD DRIVE
RAMSEY, MN 55303
TEL: (953) 427-1410 • FAX: (953) 427-5943



PROJECT
**SUNWOOD RETAIL
COR TWO**
RAMSEY, MINNESOTA

SHEET INDEX	
SHEET	TITLE
C0.1	CIVIL TITLE SHEET
C.1	SECTION CORRIDOR
C.2	PRELIMINARY PLAN
C.3	FINAL PLAN (SHEET 1 OF 2 SHEETS)
C.4	FINAL PLAN (SHEET 2 OF 2 SHEETS)
C.5	PROLIMINARY SITE PLAN
C.6	DESIGN, DRAINAGE, PAVING & EROSION CONTROL
C.7	UTILITIES

REVISION HISTORY		
CONTACT ENGINEER FOR ANY INFORMATION		
DATE	REVISION	REVISION
29 JUN 2012	PRELIMINARY SUBMITTAL	XXX

PROJECT MANAGER REVIEW
DATE: 29 JUN 2012

CERTIFICATION

PRELIMINARY SUBMITTAL
29 JUNE 2012

FORM

From Site to Finish

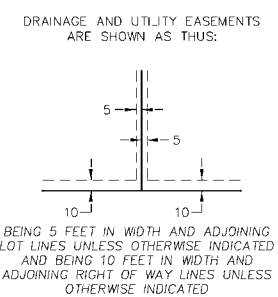
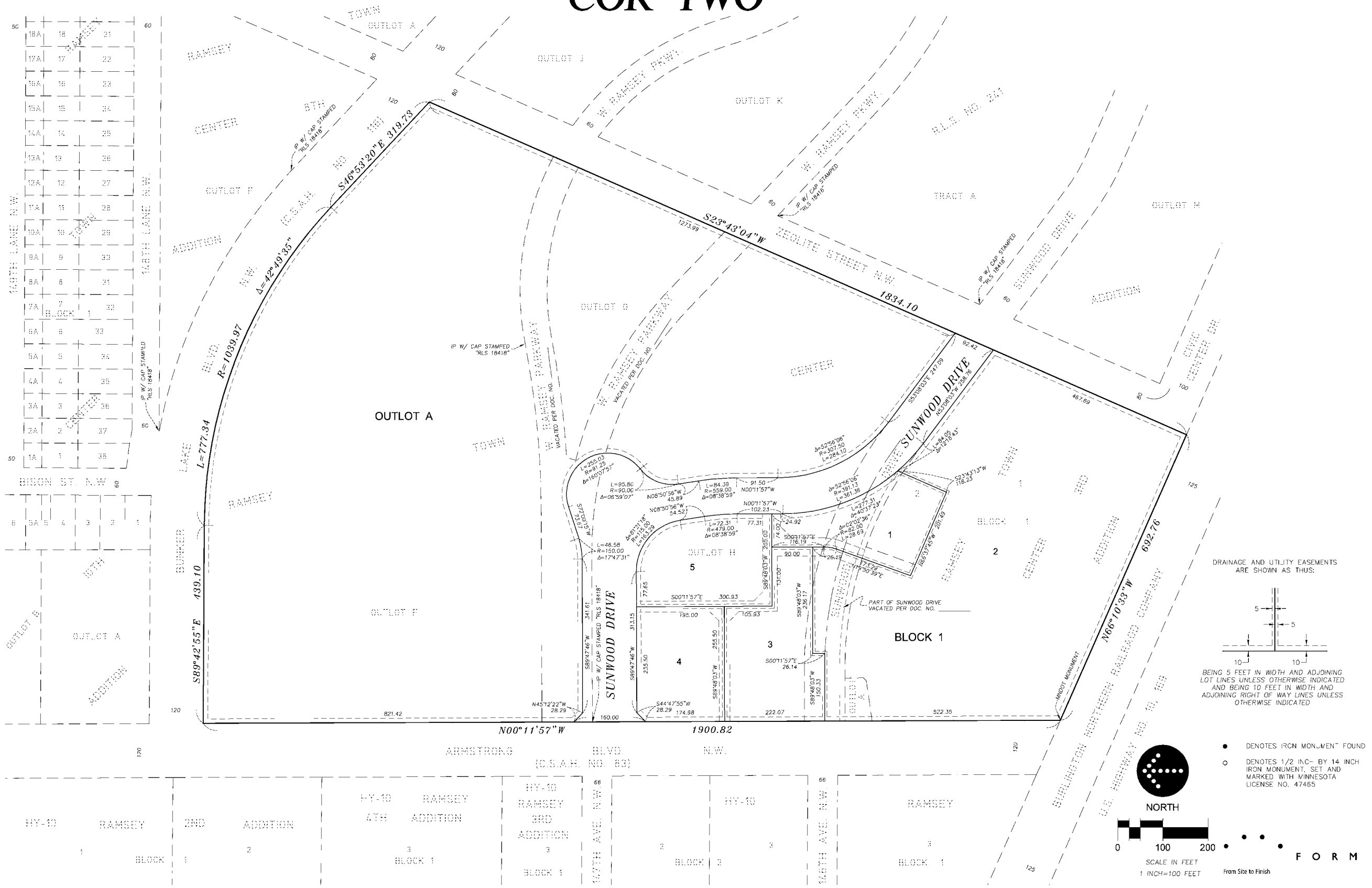
105 South Fifth Avenue Tel: 612-252-9070
Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net

FILE NAME: plat-RAM020

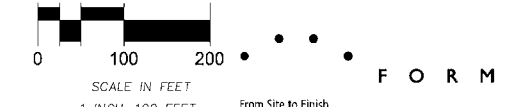
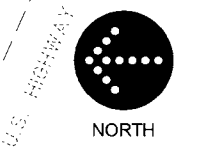
PROJECT NO: RAM12020

FINAL PLAN
SHEET TWO OF TWO SHEETS

C1.4



- DENOTES IRON MONUMENT FOUND
- DENOTES 1/2 IN. - BY 14 INCH IRON MONUMENT, SET AND MARKED WITH MINNESOTA LICENSE NO. 47465



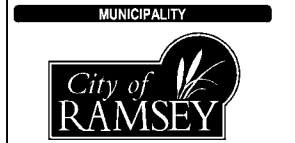
18A	18	21
17A	17	22
16A	16	23
15A	15	24
14A	14	25
13A	13	26
12A	12	27
11A	11	28
10A	10	29
9A	9	30
8A	8	31
7A	7	32
6A	6	33
5A	5	34
4A	4	35
3A	3	36
2A	2	37
1A	1	38

8	5A	5	4	3	2	1
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HY-10	RAMSEY	2ND	ADDITION	HY-10	RAMSEY	4TH	ADDITION	HY-10	RAMSEY	3RD	ADDITION	HY-10	RAMSEY	14TH AVE. N.W.	HY-10	RAMSEY	146TH AVE. N.W.
1	BLOCK 1	1	2	3	BLOCK 1	3	BLOCK 1	2	BLOCK 2	3	BLOCK 3	3	BLOCK 1				

SHEET 2 OF 2 SHEETS

NOTE: THIS FINAL PLAT SHEET DOES NOT CONFORM TO STATUTORY REQUIREMENTS. THE SHEET SIZE HAS BEEN FORMATTED TO FIT TO THE PAPER SIZE OF THIS SUBMITTAL PACKAGE.



PROJECT
**SUNWOOD RETAIL
 COR TWO**
 RAMSEY, MINNESOTA

SHEET INDEX

SHEET	TITLE
001	CIVIL TITLE SHEET
011	EXISTING CONDITIONS
021	PRELIMINARY PLAN
031	FINAL PLAN (SHEET 1 OF 2 SHEETS)
041	FINAL PLAN (SHEET 2 OF 2 SHEETS)
051	PRELIMINARY SITE PLAN
061	GRADING, DRAINAGE, PAVING & EROSION CONTROL UTILITIES

REVISION HISTORY

DATE	REVISION	REVIEW
29 JUN 2012	PRELIMINARY SUBMITTAL	XXX

PROJECT MANAGER REVIEW

DATE	REVIEW
29 JUN 2012	PRELIMINARY SUBMITTAL

CERTIFICATION

PRELIMINARY SUBMITTAL
 29 JUNE 2012

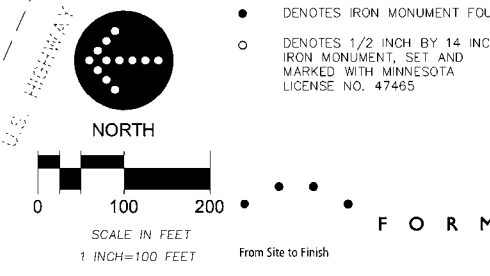
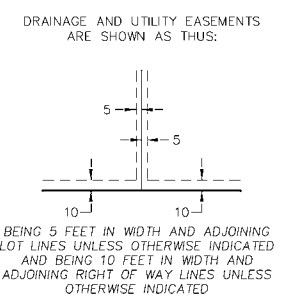
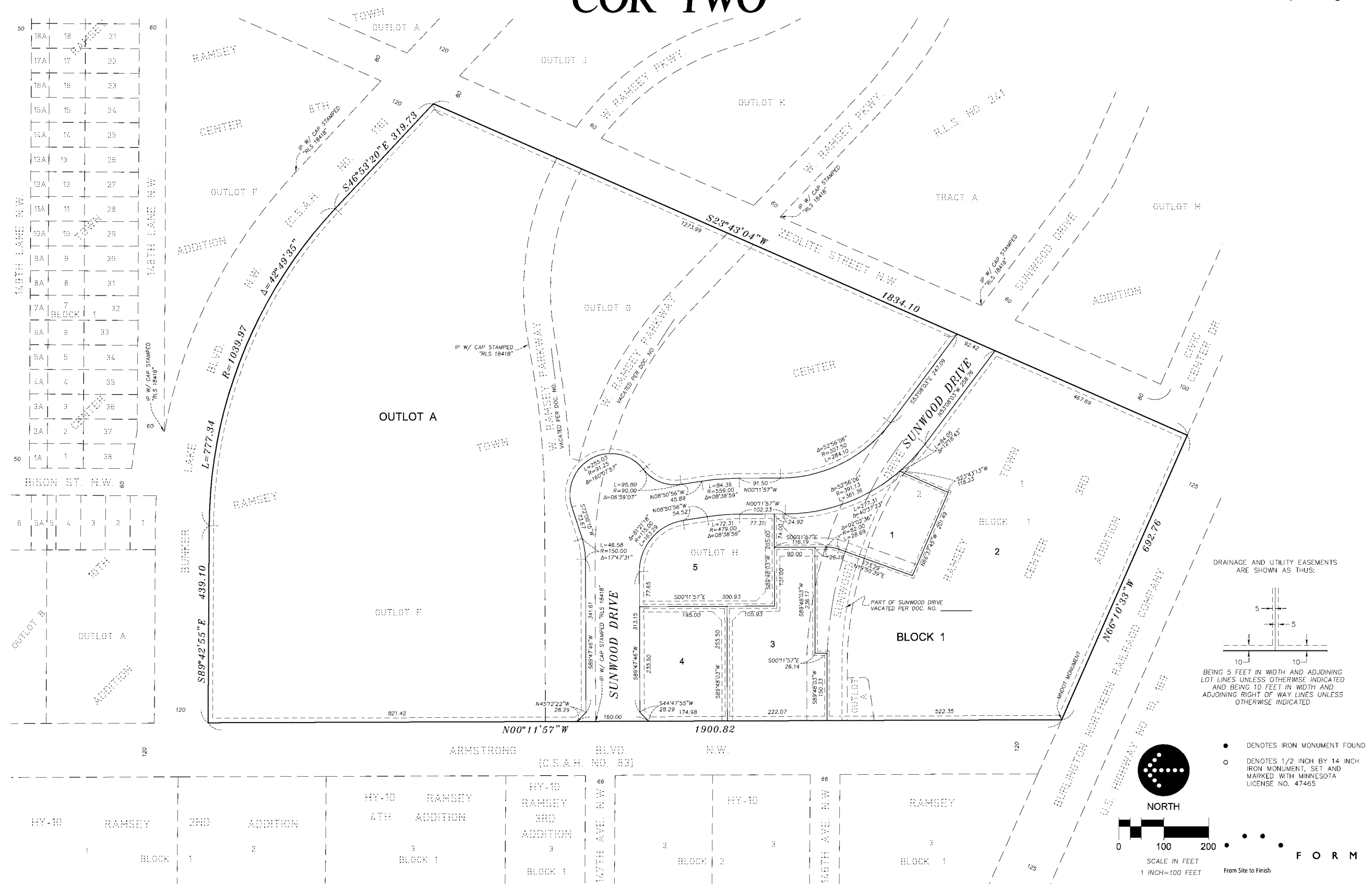
From Site to Finish

105 South Fifth Avenue Tel: 612-252-9070
 Suite 513 Fax: 612-252-9077
 Minneapolis, MN 55401 Web: landform.net

FILE NAME: plat-RAM020
 PROJECT NO: RAM12020

FINAL PLAN
 SHEET TWO OF TWO SHEETS
C1.4

COR TWO



NOTE:
 THIS FINAL PLAT SHEET DOES NOT CONFORM TO STATUTORY REQUIREMENTS.
 THE SHEET SIZE HAS BEEN FORMATTED TO FIT TO THE PAPER SIZE OF THIS SUBMITTAL PACKAGE.

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

RESOLUTION #12-08-___

A RESOLUTION GRANTING PRELIMINARY PLAT APPROVAL OF COR TWO

WHEREAS, the Ramsey Housing and Redevelopment Authority (HRA), hereinafter referred to as “Applicant”, has properly applied for preliminary plat approval of COR TWO on the following described property located in the City of Ramsey:

Outlots F, G, and H, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota;

-AND-

Lots 1 and 2, Block 1, and Outlot A, RAMSEY TOWN CENTER 3rd ADDITION, Anoka County, Minnesota;

-OR UPON RECORDING-

Lots 1-5, Block 1, COR TWO;

-AND-

Outlot A, COR TWO

(the “Subject Property”)

WHEREAS, on May 7th, 2012, the City of Ramsey received an application and sketch plan from Housing and Redevelopment Authority for a plat to be named COR ADDITION; and

WHEREAS, on June 7th, 2012 the Planning Commission reviewed the sketch plan and recommended that the Developer proceed to the preliminary plat stage; and

WHEREAS, on July 11th, 2012, the Developer submitted a preliminary plat for COR TWO to the City; and

WHEREAS, on August 2ND, 2012, the Planning Commission conducted a public hearing and recommended the City Council approve the preliminary plat COR TWO; and

WHEREAS, on August 28th, 2012, the City Council reviewed the preliminary plat for COR TWO; and

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

That the Ramsey City Council hereby grants preliminary plat approval to COR TWO, contingent upon compliance with City Staff File Letter dated July 27, 2012.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 28th day of August, 2012.

Mayor

ATTEST:

City Clerk

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

RESOLUTION #12-08-___

A RESOLUTION GRANTING FINAL PLAT APPROVAL OF COR TWO

WHEREAS, the Ramsey Housing and Redevelopment Authority (HRA), hereinafter referred to as “Applicant”, has properly applied for preliminary plat approval of COR TWO on the following described property located in the City of Ramsey:

Outlots F, G, and H, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota;

-AND-

Lots 1 and 2, Block 1, and Outlot A, RAMSEY TOWN CENTER 3rd ADDITION, Anoka County, Minnesota;

-OR UPON RECORDING-

Lots 1-5, Block 1, COR TWO;

-AND-

Outlot A, COR TWO

(the “Subject Property”)

WHEREAS, on May 7th, 2012, the City of Ramsey received an application and sketch plan from Housing and Redevelopment Authority for a plat to be named COR ADDITION; and

WHEREAS, on June 7th, 2012 the Planning Commission reviewed the sketch plan and recommended that the Developer proceed to the preliminary plat stage; and

WHEREAS, on July 11th, 2012, the Developer submitted a preliminary plat for COR TWO to the City; and

WHEREAS, on August 2ND, 2012, the Planning Commission conducted a public hearing and recommended the City Council approve the preliminary plat COR TWO; and

WHEREAS, on August 28th, 2012, the City Council approved the preliminary plat for COR TWO; and

WHEREAS, on July 11th, 2012, the Applicant submitted a Final Plat for review; and

WHEREAS, on August 28th, 2012, the City Council approved the final plat for COR TWO.

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

That the Ramsey City Council hereby grants final plat approval of COR TWO in accordance with relevant City Codes, contingent upon compliance with City Staff Review Letter dated July 27, 2012, and the Applicant entering into a Development Agreement with the City.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 28th day of August, 2012.

Mayor

ATTEST:

City Clerk

**CITY OF RAMSEY
DEVELOPMENT CONTRACT FOR COR THREE**

This CONTRACT dated this _____ day of _____, 2012, and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”), the **HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA**, 7550 Sunwood Dr NW, Ramsey, MN 55303, (the “**PERMITTEE**”).

WHEREAS, the **PERMITTEE** is the owner of land legally described as follows:

Outlots F, G, & H, RAMSEY TOWN CENTER ADDITION

-AND-

Lots 1 & 2, Outlot A, RAMSEY TOWN CENTER 3RD ADDITION

-OR UPON RECORDING-

Lots 1-5, Outlot A, COR TWO

(the “Subject Property”); and

WHEREAS, the **PERMITTEE** has received approval from the **CITY** to subdivide the Subject Property and plat the same as COR TWO (the “Plat”).

THEREFORE, THE **CITY** and the **PERMITTEE** AGREE AS FOLLOWS:

1. Conditions of Approval. The **CITY** hereby approves the Plat on condition that:
 - a. The **PERMITTEE** enter into this Contract, and
2. Development Plans. The **PERMITTEE** shall develop the Plat in accordance with the Final Plat Plans prepared by Landform dated _____ (the “Plans”). The Plans shall not be attached to this Contract, but are in **CITY** files.
3. Stage I Improvements Required. The improvements the **CITY** requires are as follows:
 - a. None.(“Stage I Improvements”)

The **PERMITTEE** agrees to construct the Stage I Improvements according to the terms and conditions of this Contract and in accordance with the Plans. The Plans are subject to revisions per City Staff Review Letter dated July 27, 2012, revised August 9, 2012. The final construction plan for the Stage I Improvements shall be submitted to the **CITY** Engineer for review and approval prior to commencement of construction.

The **PERMITTEE** agrees to provide specifications, subject to review and approval of the City Engineer, for construction and restoration of utilities within existing rights of way. Work must be completed under traffic, be brought up to grade, and must be restored to existing conditions within 24 hours.

The **PERMITTEE** shall be responsible for completing the rough grading of the Plat and providing lot corner stakes prior to the installation of underground utilities as set forth above.

Stage I Improvement Financial Guarantee. Since the **PERMITTEE** is a **CITY** authority, the **PERMITTEE** shall not be required to provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage I Improvements and their timely completion.

4. Inspection Fees. Since the **PERMITTEE** is a **CITY** authority, the **PERMITTEE** shall not be required to provide an escrow to the **CITY** for the purpose of compensating for inspection services.
5. Installation. Not applicable.
6. Time of Performance. Not applicable.
7. Ownership of Improvements. Not applicable.
8. License. Not applicable.
9. Stage II Improvements. The Stage II Improvements which the **CITY** requires are as follows:
 - a. Monuments
 - b. Boulevard streetlights consistent with the COR master lighting and City policy (3 years O & M)

(“Stage II Improvements”)

10. Stage II Improvements to Outlot. The Stage II Improvements will be completed when the status of Outlot A is changed by the filing of a separate plat for Outlot A.
11. Clean Up. The **PERMITTEE** shall promptly clear from public streets and property any soil, earth, or debris resulting from the construction work on its respective lots.
12. Payment for Stage II Improvements. No additional payment to ensure construction of Stage II Improvements shall be required for the Plat.

Stage II Improvements shall be installed in accordance with the Plans and in accordance with **CITY** standards, **CITY** Code, and those plans and specifications which have been prepared by a registered professional engineer presented to the **CITY** by **THE PERMITTEE** have been approved by the **CITY** Engineer.

13. Street Cleaning. After the street surfacing is installed, the **PERMITTEE** shall clear any soil, earth, or debris from the streets resulting from any construction within the Plat by each of them. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the plat. It shall be the **PERMITTEE**'s responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.

14. **PERMITTEE Default.** In the event of default by the **PERMITTEE** as to any of the work to be performed by it hereunder, the **CITY** may, at its option, perform the work and the **PERMITTEE** shall promptly reimburse the **CITY** for any reasonable expense incurred by the **CITY**, provided the **PERMITTEE** is first given written notice of the work in default, not less than 48 hours in advance. This Contract is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the Subject Property. When the **CITY** does any such work, the **CITY** may, in addition to its other remedies, assess the cost in whole or in part to the benefitted property. The **PERMITTEE** grants the City approval to seek reimbursement from any of the **PERMITTEE**'s escrows held by the **CITY**.

15. **Miscellaneous.**

- a. **Invalidity of Any Section.** If any portion, section, subsection, sentence, clause, paragraphs or phrase of this Contract is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Contract.
- b. **Written Amendments Only.** The action or inaction of the **CITY** shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the **CITY** Council. The **CITY**'s failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- c. **Compliance with Laws and Regulations.** The **PERMITTEE** represents to **CITY** that the Plat complies with all City, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until the **PERMITTEE** does comply. Upon the **CITY**'s demand shall cease work until there is compliance.
- d. The obligations of the **PERMITTEE** under this Contract are personal to the **PERMITTEE** and do not run with title to the Subject Property.
- e. **Mailbox Locations.** The **PERMITTEE** agree that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be necessary.
- f. **Boulevard and Area Restoration.** The **PERMITTEE** shall be responsible for the cost of establishing seed in all boulevards within thirty (30) days of the completion of the street improvements, and restoring all other areas disturbed by the development grading operation in accordance with the approved Grading and Erosion Control plan. The **PERMITTEE** shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to this Plat resulting from grading performed in the development of the Plat.
- g. **Construction, Hours and Entrance Signs.** The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m. The **PERMITTEE** is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

- h. Constructing Site Maintenance. The **PERMITTEE** shall adhere to all **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.
- i. Estimated Cost. It is understood and agreed that cost amounts set forth in this Contract as to Stage I and Stage II Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEE** agree to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.
- j. Plat Approval Expenses. The **PERMITTEE** agrees that it will pay to **CITY** all **CITY** expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Final Plat shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY'S** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this contract for payment.
- k. Reimbursement to the CITY. The **PERMITTEE** agree to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Contract, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
- l. Marketable Title. Prior to recording of the Final Plat, the **PERMITTEE** shall provide the **CITY** with proof of marketable title to the Plat either through a currently certified abstract, registered property abstract or title insurance.
- m. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Contract shall be defined as a document issued by the **CITY'S** Building Official, which authorizes the structure to be used for its intended purposes.
- n. Proof of Authority. The **CITY** requires the **PERMITTEE** to provide proof of authority by their respective governing boards to execute this Contract. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority.
- o. Violation of This Contract. If the **PERMITTEE** fails to perform any of the terms of this Contract in the manner required by the **CITY**, the **CITY** shall be entitled to recover, from the defaulter, or the issuer of their financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Development Contract by the **PERMITTEE** shall also be grounds for denial of Building Permits to the **PERMITTEE**.

16. Requirements for Building and Occupancy Permits.

- a. No building permit for any lot in the Plat shall be issued until: (a) a Class 5 driving surface is installed to within 300 feet of the structure; (b) a Certificate of Survey, including that survey information required by the **CITY** has been supplied to the **CITY** Building Official; c.) all the financial guarantees required by the **CITY** have been satisfied; d.) a Permit from the Lower Rum River Watershed Management

Organization has been obtained; (e) a Permit from Anoka County Soil Conservation District has been obtained (if necessary); and (f) this Contract has been signed and received by the **CITY**.

b. No occupancy permit for any lot in the Plat shall be issued until: (a) vehicular access to the lot is provided, including the installation of at least one layer of bituminous surfacing; (b) all utilities are in place, operational and accepted by the **CITY**; (c) for lots that have a slope of less than 2%, a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, must be provided to the **CITY** documenting that the flattest grade on this lot is 1% or greater; and (d) boulevard sod and landscape tree, or escrow for same, have been provided.

c. Payment of Development Fees.

17. Park Dedication. The **PERMITTEE** is responsible for satisfying Park Dedication requirements. The 2012 Park Dedication Fee is \$4,738 per commercial area of net developable area. You will be responsible for a payment of Eighteen Thousand Seven Hundred Sixty Two Dollars and No Cents ($\$2,475 \times 3.96 \text{ acres} = \mathbf{\$18,762.00}$). The rate in effect at the time of execution of this Contract will be collected.
18. Trail Development Fees. The **PERMITTEE** development is responsible for satisfying Trail Development Fee requirements. The 2012 Trail Development Fee is \$1,090 per commercial area of net developable area. You will be responsible for a payment of Four Thousand Three Hundred Sixteen Dollars and No Cents ($\$600 \times 3.96 \text{ acres} = \mathbf{\$4,316.00}$). The rate in effect at the time of execution of this Contract will be collected.
19. Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying Sanitary Sewer Trunk Fee requirements. The 2012 Sewer Trunk Fee is \$3,824 per commercial area of net developable area. You will be responsible for a payment of Fifteen Thousand One Hundred Forty Three Dollars and No Cents ($\$1,271 \times 3.96 \text{ acres} = \mathbf{\$15,143.00}$). The rate in effect at the time of execution of this Contract will be collected.
20. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying Water Trunk Fee requirements. The 2012 Water Trunk Fee is \$8,337 per commercial area of net developable area. You will be responsible for a payment of Thirty Three Thousand Fifteen Dollars and No Cents ($\$2,226 \times 17 \text{ units} = \mathbf{\$33,015.00}$). The rate in effect at the time of execution of this Contract will be collected.
21. Sanitary Sewer Lateral Fees. The **PERMITTEE** is responsible for satisfying Sanitary Sewer Lateral Fee requirements as the newly constructed units will be connecting to existing infrastructure. The 2012 Sanitary Sewer Lateral Fee is \$3,847 per connection. You will be responsible for a payment of Eleven Thousand Five Hundred Forty One Dollars and No Cents ($\$3,847 \times 3 \text{ connections} = \mathbf{\$11,541.00}$). The rate in effect at the time of execution of this Contract will be collected. *The actual construction costs to extend private services from existing connection points may be eligible for credit to lateral fees.*
22. Water Lateral Fees. The **PERMITTEE** is responsible for satisfying Water Lateral Fee requirements as the newly constructed units will be connecting to existing infrastructure. The 2012 Water Lateral Fee is \$8,777 per connection. You will be responsible for a payment of Twenty Six Thousand Three Hundred Thirty One Dollars and No Cents ($\$8,777 \times 3$

connections = **\$26,331.00**). The rate in effect at the time of execution of this Contract will be collected. *The actual construction costs to extend private services from existing connection points may be eligible for credit to lateral fees.*

23. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying Stormwater Trunk Fee requirements. The 2012 Water Trunk Fee is \$4,465 per commercial area of net developable area. You will be responsible for a payment of Seventeed Thousand Six Hundred Eight One Dollars and No Cents ($\$448 \times 3.96 \text{ acres} = \mathbf{\$17,681.00}$). The rate in effect at the time of execution of this Contract will be collected.
24. Development Fees for the Outlots. The **PERMITTEE** agrees none of the above fees are being collected for the outlots and therefore said outlots are subject to similar fees at a future date when it subdivides for development.
25. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

CITY OF RAMSEY HOUSING AND REDEVELOPMENT AUTHORITY
Attn: Executive Director
7550 Sunwood Drive
Ramsey, MN 55303

CITY OF RAMSEY
Attn: City Administrator
7550 Sunwood Drive NW
Ramsey, MN 55303

CITY OF RAMSEY

By: _____
Its: Mayor

ATTEST

By: _____
Its: City Clerk

CITY OF RAMSEY HOUSING AND REDEVELOPMENT AUTHORITY

By: _____
Its: Executive Director

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

On this _____ day of _____ 2012, before me a Notary Public within and for said County, personally appeared Bob Ramsey and JoAnn M. Thieling, to me personally known, who each by me dually sworn, each did say that they are respectively the Mayor and the City Clerk of Ramsey, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by, _____, the _____ of the City of Ramsey Housing and Redevelopment Authority, a _____ under the laws of the State of Minnesota, on its behalf.

Notary Public

This document drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

This document reviewed by:
Randall and Goodrich, PLC
2140 Fourth Ave N
Anoka, MN 55303

July 27, 2012

City of Ramsey Housing and Redevelopment Authority
Attn: Kurt Ulrich, Executive Director
7550 Sunwood Dr NW
Ramsey, MN 55303

**Re: Major Subdivision Review
COR TWO**

Dear Mr. Ulrich:

The City of Ramsey has received your application for a Major Plat for a three (3) lot retail subdivision at Sunwood Drive and Armstrong Boulevard. Under separate review, the City is also reviewing a site plan for Wiser Choice Liquor. Comments from that Review File dated July 28, 2012 must also be addressed as part of this application. City Staff is recommending to the Planning Commission approval of the request contingent upon the following:

- Required amendments as outlined in the attached Staff Report dated July 27, 2012, revised August 9, 2012

Please note: this is only a recommendation that is subject to review by the Planning Commission and final decision by the City Council. A copy of the review file and staff report are attached for your review. The City Council will review the request on ***Monday, August 13th at 7:00 p.m.*** at the Ramsey Municipal Center in the Council Chambers. ***Please note that this is a rescheduled date for the Regular City Council Meeting.*** You, or a representative of the development, are highly encouraged to attend this meeting. Please contact me at your earliest convenience prior to the meeting to verify if you will be attending.

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Please let me know if you have any questions or concerns. I can be reached at 763-576-4308 or by email at tgladhill@ci.ramsey.mn.us.

Sincerely,

CITY OF RAMSEY

Tim Gladhill
Development Services Manager

Enclosures

**CITY OF RAMSEY PLANNING DIVISION
REVIEW FILE**

DATE	7/27/2012, <u>REVISED</u> 8/9/12	PROJECT ADDRESS	TBD
PROJECT TITLE	COR TWO		
REVIEW FILE #			
APPLICANT:	City of Ramsey HRA		
PRIMARY REVIEWER:	Tim Gladhill– Development Services Manager Phone: 763-576-4308 Fax: 763-433-9848 e-mail: tgladhill@ci.ramsey.mn.us		

We are in receipt of the proposed preliminary and final plat for COR TWO. The submittal consists of the following sheets:

- Sheets C0.1, C1.1, C1.2, C1.3 (revised), C1.4 (revised),
(the “Plans”)

We offer the following comments regarding your site plan and plat submittal:

Planning and Zoning

Reviewer: Tim Gladhill, Development Services Manager
tgladhill@ci.ramsey.mn.us
763-576-4308

General: The proposed plat consists of three (3) additional buildable lots to facilitate the development of a retail development. The proposed plat also includes minor re-platting of existing Lots 1 and 2, Block 1, RAMSEY TOWN CENTER 3rd ADDITION.

Lot Dimensions: The proposed lot dimensions (and required minimums) are as follows (approximate):

Minimum Lot Size	Proposed	Required
Lot 3	1.51 acres	n/a
Lot 4	1.14 acres	n/a
Lot 5	1.31 acres	n/a

-continued on next page-

Minimum Lot Width	Proposed	Required
Lot 3*	93/191 feet	80 feet
Lot 4	255 feet	80 feet

Lot 5	200 feet	80 feet
-------	----------	---------

*Lot 3 has frontage along Armstrong Boulevard. However, access is not being proposed on Armstrong Boulevard. Access is being proposed along Sunwood Drive. Lot 3 does not have frontage along Sunwood Drive, but is proposed to gain access through a shared access easement. Ideally, Lot 3 would have frontage on Sunwood Drive, with a shared access easement conveyed to Northstar Marketplace. Understanding the impacts of the Sunwood Drive re-alignment and need to maintain existing access points for Northstar Marketplace, Staff is willing to review the request in its current form. The format of the shared access easement shall be subject to review by the City Attorney. *Please submit a draft shared access easement for review by the City Attorney prior to review by the City Council.*

Minimum Lot Depth	Proposed	Required
Lot 3	387 feet	100 feet
Lot 4	226 feet	100 feet
Lot 5	260 feet	100 feet

It appears that the proposed plat conforms to all lot dimensional requirements as it relates to the Major Subdivision request.

Streetscape. Lots with direct frontages along Sunwood Drive will be responsible for streetscape improvements as required by the Design Framework, including parking lot screening

Easements. There are several easements that are required and indicated on the proposed plat. These easements shall be subject to the review of the City Attorney. In addition, if private utilities are requested to be relocated, advanced notification is required. Staff understands that this process has been started. Please coordinate with the City’s Engineering Division to ensure proper steps are taken to ensure the relocation of these private utilities is done in a timely manner.

For existing, underlying easements, please submit an Application for Easement Vacation as soon as possible, with required data. This request must be processed concurrently with the remaining review with the City Council.

Development Contract. The developer shall be required to enter into a Development Contract with the City to ensure timely completion of required improvements and obligations. As part of the Development Contract, the Developer shall be responsible for certain securities and inspection fees related to required improvements. In order to determine these final numbers, the City will need a detailed, itemized listing and projected cost of all exterior improvements exclusive of the building (water, sanitary sewer, trail, parking lot, landscaping, etc.). Many of these comments will be deferred to individual site plan review. A draft Development Contract will be available prior to review by the City Council. All associated development fees (trunk and lateral sanitary sewer, storm sewer, watermain, and trail) would also be referenced within and collected with the execution and recording of the development agreement, or otherwise agreed to defer to site plan approval.

Civil Engineering
Reviewer: Leonard Linton, Civil Engineer
llinton@ci.ramsey.mn.us
763-433-9834

Review File: COR TWO
Preliminary Plat and Final Plat Review
July 27, 2012, revised August 8, 2012
Page 4 of 5

All civil engineering review comments are included in the site plan review for Wisser Choice Liquor. Any approval for COR TWO is contingent upon the Staff Review File for said site plan review application. Comments from said review file are hereby incorporated by reference and available upon request.

DEVELOPMENT FEES

Development Fees for all three (3) proposed lots are included on Exhibit A, attached hereto. As this is a commercial development, development fees are calculated on a per-acre basis, based on increase in net-developable area. Net-developable area is defined as the total size of the lot, subtracting any areas that are not able to be developed (such as wetlands, right-of-ways, and any areas under the 100-year flood elevation). Due to the portion of vacated right of way for Sunwood Drive and the configuration of right of way for the realigned Sunwood Drive, an existing constructed street, Development Fees on portions conveyed to existing Lots 1 and 2, Block 1 RAMSEY TOWN CENTER ADDITION (Northstar Marketplace) are not proposed to be charged to said lots. As this is a City Improvement Project, the City cannot require payment of Development Fees on areas of right of way that is vacated to adjoining properties. In addition, it was necessary for the City to maintain existing access points for the existing development along Sunwood Drive. The modified western access for Northstar Marketplace and realigned Sunwood Drive resulted in excess area that did not result in a buildable parcel. In addition, the required sidewalk easement bisects this area, resulting in a reduction of net developable area. Therefore, it is Staff's recommendation, consistent with the City's current ordinances and policies, that the additional area conveyed to Lots 1 and 2, Block 1, COR TWO are not subject to additional Development Fees.

Please note that the draft development fee spreadsheet attached will need to be revised based upon these discussions. A final draft of development fees will be available prior to review with the City Council.

GENERAL INFORMATION

Additional Review. Due to its location, the request has been forwarded to Anoka County Highway Department for review and comment. Comments will be forwarded to you for review when available. To date, the City has not received comments from the Anoka County Highway Department. Approval of COR TWO shall be contingent upon receiving review by the Anoka County Highway Department.

-end of report-

EXHIBIT A
DEVELOPMENT FEES
(revised August 9, 2012)

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COR TWO Development Fees

Parcel	Lot Size (Sect. 2)	Connections	Lights	Park Dedication	Trail Development	Sanitary Sewer Trunk	Water Trunk	Sanitary Sewer Lateral	Water Lateral	Stormwater Management	Street Lights	Street Light O & M	Total
Lot 1* (increased area)	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
Lot 2* (increased area)	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
Lot 3	1.51	1	4	\$ 7,154	\$ 1,646	\$ 5,774	\$ 12,589	\$ 3,847	\$ 8,777	\$ 6,742	\$ 10,400	\$ 1,176	\$58,112
Lot 4	1.14	1	4	\$ 5,401	\$ 1,243	\$ 4,359	\$ 9,504	\$ 3,847	\$ 8,777	\$ 5,090	\$ 10,400	\$ 1,176	\$49,804
Lot 5	1.31	1	4	\$ 6,207	\$ 1,428	\$ 5,009	\$ 10,921	\$ 3,847	\$ 8,777	\$ 5,849	\$ 10,400	\$ 1,176	\$53,621

*Based on net increase of developable area.

3.96 Totals \$ 18,762 \$ 4,316 \$ 15,143 \$ 33,015 \$ 11,541 \$ 26,331 \$ 17,681 \$ 31,200 \$ 3,528 \$ 161,537

**NET BUILDABLE AREA CALCULATIONS
(IN ACRES)**

Section 1

<u>Net Lot Size INCREASE Lots 1 & 2</u>	Existing Lot Size	Proposed Lot Size	Net Increase
Lot 1	0.47	1.09	0.62
Lot 2	8.92	9.59	0.67
Lot 3	0	1.51	1.51
Lot 4	0	1.14	1.14
Lot 5	0	1.31	1.31

Section 2

<u>ROW Vacation</u>	Credit	Final Lot Size
Lot 1		
Lot 2		
Lot 3		
Lot 4		
Lot 5		

Current Development Fee Rates

Park Dedication Fee	\$4,738	per acre
Trail Development Fee	\$1,090	per acre
Sanitary Sewer Trunk Fee	\$3,824	per acre
Water Trunk Fee	\$8,337	per acre
Sanitary Sewer Lateral Fee	\$3,847	per connection
Water Lateral Fee	\$8,777	per connection
Stormwater Management Fee	\$4,465	per acre
Street Lights	\$2,600	per light
Street Lights Operation and Maintenance	\$294	per light

Meeting Date: 08/13/2012

By: Tim Gladhill, Community Development

Information

Title:

Consider Site Plan Approval of Wisier Choice Liquor

Background:

The City has received an Application for Site Plan Review for Wisier Choice Liquor, a proposed 12,000 square foot retail building located in the COR-2 sub-district. The proposed building is a multi-tenant retail space located north of RAMSEY TOWN CENTER 3rd ADDITION (Coborn's anchored retail development). Also reviewed concurrently is COR TWO, the Major Plat necessary to subdivide this Property for development.

Notification:

Notification is not required for Site Plan Review. However, City Staff attempted to notify all Property Owners within 700 feet of the Public Hearing for COR TWO.

Observations:

The site plan is proposing to construct a 12,000 square foot multi-tenant retail facility on Lot 3, Block 1, COR TWO. The subject property is 1.51 acres in size and is zoned COR-2 Retail; the proposed building is a permitted use in this district. Approval of the site plan is contingent upon approval of the major plat entitled COR TWO.

The site will derive access from Sunwood Drive through a recorded access easement, as the site will not have frontage directly adjacent to Sunwood Drive. The site will also be located along Armstrong Boulevard; however, due to restricted access and the future construction of Armstrong Boulevard, access will not be granted onto Armstrong Boulevard. The off-street parking and maneuvering areas will be surfaced with bituminous paving and finished with concrete curbing. The site plan is proposing sufficient parking stalls when addressing Block 1 as a unified development. Cross access easements will be required for all shared accesses.

The Property is subject to the architectural standards found in the Design Framework, which is adopted as part of the Zoning Ordinance by reference. The proposed mix of cultured stone, rock faced brick, metal roof, and cementitious siding are generally acceptable. The Design Framework does allow for siding in the retail area as an accent material, but not a primary material. The combination of brick and stone appear to be the primary material of the proposed building. The proposed building is one story in height.

The grading and drainage plan is generally acceptable with the revisions outlined in the City Staff Review Letter. The Utility Plan is impacted by the Sunwood Drive re-alignment project. Actual costs to extend the private utilities from the existing stubs to the proposed buildings are eligible for credit to the required Lateral Fees.

The submittal is deficient of a landscaping plan. A landscaping plan will need to be submitted and approved prior to the issuance of a Building Permit.

Funding Source:

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

Council Action:

Motion to recommend that the City Council approve the Site Plan for Wisier Choice Liquors, contingent upon compliance with the Staff Review File dated July 27, 2012, revised August 9, 2012.

Attachments

Site Location Map

Site Plan

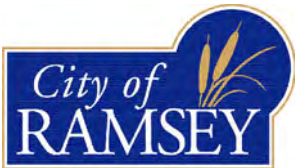
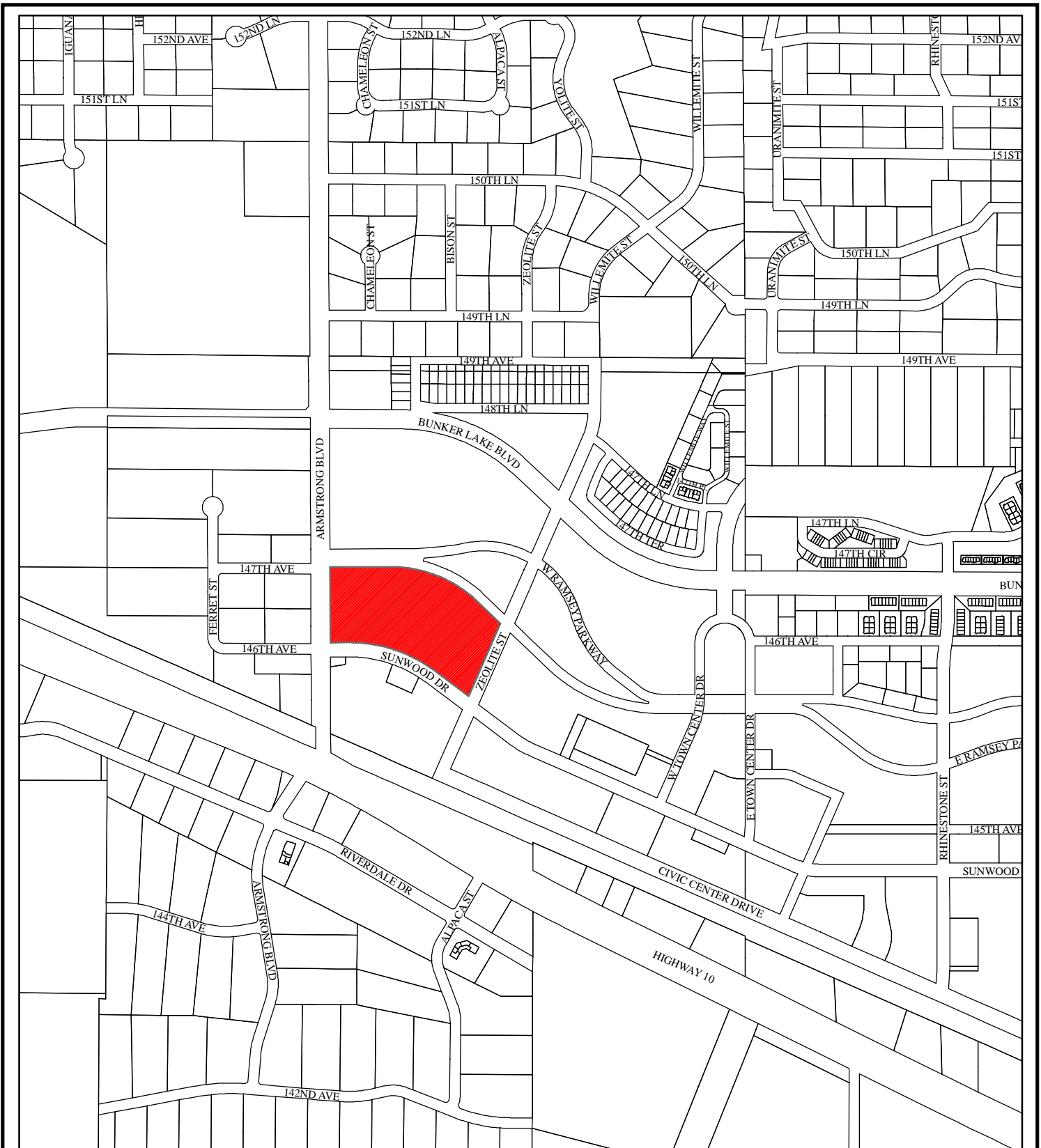
Development Permit

Staff Review Letter

Architectural Elevations

Form Review

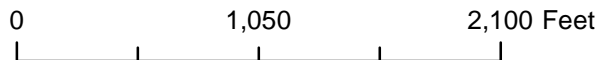
Inbox	Reviewed By	Date
Chris Anderson	Tim Gladhill	08/08/2012 10:03 AM
Tim Gladhill (Originator)	Tim Gladhill	08/08/2012 10:04 AM
Chris Anderson	Chris Anderson	08/08/2012 02:26 PM
Kurt Ulrich	Kurt Ulrich	08/09/2012 09:40 AM
Form Started By: Tim Gladhill		Started On: 07/31/2012 11:10 AM
	Final Approval Date: 08/09/2012	



Wiser Choice

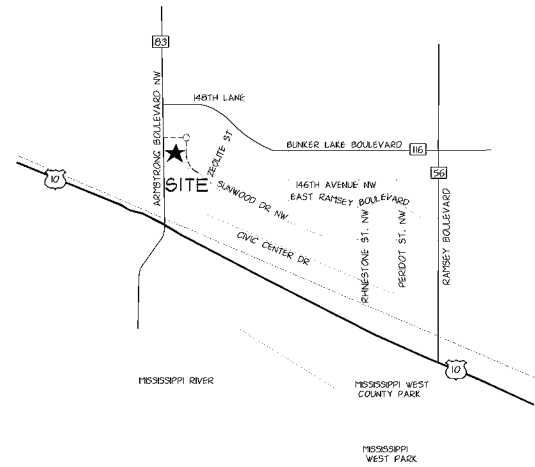
Legend

- Site
- Parcels



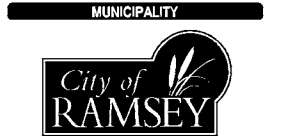
RAMSEY, MN

AREA LOCATION MAP



SUNWOOD RETAIL RAMSEY, MN

DEVELOPER
RAMSEY HRA
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
TEL (763) 427-1410 - FAX (763) 427-5543



PROJECT
**SUNWOOD RETAIL
COR TWO
RAMSEY, MINNESOTA**

SHEET INDEX	
SHEET	TITLE
C0.1	CIVIL TITLE SHEET
C1.1	EXISTING CONDITIONS
C2.1	PRELIMINARY SITE PLAN
C3.1	GRADING, DRAINAGE, PAVING & EROSION CONTROL
C4.1	UTILITIES

ABBREVIATIONS

D	Angle	JT	Joint
&	And	L.F.	Lead Feet
100 YR.	100 Year Flood Elevation	L.P.	Low Point / Liquid Petroleum
A.B.	Anchor Bolt	LB.	Lead
A.D.	Area Drain	L.G.U.	Local Government Unit
A/C	Air Conditioning Unit	L.L.C.	Lead Lining
ADD.	Address	L.T.	Light / Lighting
ADJ.	Adjacent / Adjust	HABIT.	Habit
AJ.U.	Air Handling Unit	HRS.	Horsepower
ALT.	Alternate	MATL.	Material
ALLI.M.	Alliance	MECH.	Mechanical
ANDS.	Approval	MED.	Medical
APPROX.	Approximate	MFG.	Manufacturer
ARCH.	Architect / Architectural	MH	Manhole
AUTO.	Automatic	MISC.	Miscellaneous
A.V.C.	Average	MISC.	Miscellaneous
B.C.	Back of Curb	MNDOT	Minnesota Department Of Transportation
B.M.	Benchmark	M/D	Module / Modular
B/W	Bottom of Wall	M/L	Million
BFF	Business Floor Elevation	N	North
BT	Buttress (Asphalt)	N.O. OR #	Not in Contract
BUDG.	Building	N.T.S.	Not to Scale
B.S.P.	Business	N.W.E.	Normal Water Elevation
C.F.	Cubic Feet	N.W.L.	Normal Water Level
C.F.S.	Cubic Feet Per Second	O.C.	On Center
C.G.	Center Guard	O.D.	Outside Diameter
C.I.	Central Joint	O.E.	Overhead Electric
C.I.U.	Concrete Masonry Unit	O.H.	Overhead
C.O.	Company	O.H.V.	Ordinary High Water Level
C.O.E.	U.S. Army Corps Of Engineers	O.P.C.	Open
C.Y.	Cubic Yards	O.P.C.	Open
CB	Catch Basin	P.C.	Point of Curvature
CBM	Catch Basin Manhole	P.V.C.	Point of Vertical Curvature
CEM.	Cement	P.V.T.	Point of Vertical Tangency
CEP	Cast Iron Pipe	PE	Polyethylene
CHC	Corrugated Metal Pipe	PEF	Polyethylene / Pedestrian
CHC	Concrete (Portland)	PEP	Preparation
CHC	Construction	PROJ.	Proposed
CHC	Contractor	P.V.C.	Poly-Vinyl-Chloride (Pipe)
COP.	Copper	P.V.T.	Polyethylene / Pedestrian
C.P.	Catch Basin	P.P.	Preparation
D.S.	Down Spout	PROP.	Proposed
DEM.	Demolition / Demolish	P.V.C.	Poly-Vinyl-Chloride (Pipe)
DEPT.	Department	PUMP.	Pump
DET.	Detail	QTY.	Quantity
DI.	Diameter	R.	Radius
DWG.	Drawing	RAD.	Radius
DM.	Ductile Iron Pipe	R.E.	Remove Existing
DN	Down	R.F.	Rebar Feet
DWG.	Drawing	R.C.P.	Reinforced Concrete Pipe
E.	Each	R.S.	Rebar
E.O.S.	Emergency Overflow Swale	RE.	Rebar
E.W.	Each Way	REB.	Rebar
E.A.	Each	REVD.	Revised
ELEC.	Electrical	REVD.	Revised
ELEV.	Elevation	REV.	Revised / Revised
ETRE.	Emergency	R.G.U.	Regulatory Government Unit
ENGR.	Engineer	R/W	Right of Way
ENTR.	Entrance	S	South
EQU.	Equipment	S.F.	Square Feet
EQ.	Equipment	SAN.	Sanitary Sewer
EXIST.	Existing	SECT.	Section
EXP.	Expansion	SECT.	Section
F. & I	Furnish and Install	SECT.	Section
F.B.O.	Furnished by Others	SECT.	Section
F.D.	Fire Department Connection	SHT	Sheet
F.D.C.	Fire Department Connection	SHT	Sheet
F.V.	Full Basement	SHT	Sheet
FB	Full Basement	SHT	Sheet
FB/W	Full Basement Walk Out	SHT	Sheet
FB/W	Full Basement Walk Out	SHT	Sheet
FDN	Foundation	SHT	Sheet
FDN	Foundation	SHT	Sheet
FFE	Finished Floor Elevation	SHT	Sheet
F.F.E.	Finished Floor Elevation	SHT	Sheet
FLR.	Floor	SHT	Sheet
FL OR ()	Floor	SHT	Sheet
FUT.	Future	SHT	Sheet
G.B.	Grade Break	SHT	Sheet
G.C.	General Contractor	SHT	Sheet
GAL.	Gallon	SHT	Sheet
GALV.	Galvanized	SHT	Sheet
GFE	Garage Floor Elevation	SHT	Sheet
G.F.E.	Garage Floor Elevation	SHT	Sheet
G.P.	Glass	SHT	Sheet
G.P.	Glass	SHT	Sheet
H.P.	High Point	SHT	Sheet
HDPE	High Density Polyethylene Pipe	SHT	Sheet
HGT.	Height	SHT	Sheet
HORIZ.	Horizontal	SHT	Sheet
H.V.A.C.	Heating, Ventilation, Air Conditioning	SHT	Sheet
H.W.	Head	SHT	Sheet
ID.	Inside Diameter	SHT	Sheet
IN OR ()	Inches	SHT	Sheet
INFO.	Information	SHT	Sheet
INL.	Inset Elevation	SHT	Sheet
INSUL.	Insulation	SHT	Sheet
INT.	Inset Elevation	SHT	Sheet

SYMBOLS

EXISTING	DESCRIPTION	NEW	DESCRIPTION
[Symbol]	CONTOUR	[Symbol]	CONTOUR
[Symbol]	SPOT ELEVATION	[Symbol]	SPOT ELEVATION
[Symbol]	BUILDING	[Symbol]	BUILDING
[Symbol]	CANOPY / OVERHANG	[Symbol]	UNDERGROUND STRUCTURE
[Symbol]	CONCRETE	[Symbol]	RAILROAD
[Symbol]	CONCRETE CURB	[Symbol]	CONCRETE
[Symbol]	EDGE OF PAVEMENT	[Symbol]	CONCRETE CURB
[Symbol]	FENCING	[Symbol]	EDGE OF PAVEMENT
[Symbol]	GUARD RAIL	[Symbol]	FENCING
[Symbol]	CONCRETE RETAINING WALL	[Symbol]	GUARD RAIL
[Symbol]	FIELDSTONE RETAINING WALL	[Symbol]	CONCRETE RETAINING WALL
[Symbol]	MODULAR RETAINING WALL	[Symbol]	FIELDSTONE RETAINING WALL
[Symbol]	SOIL BORING	[Symbol]	MODULAR RETAINING WALL
[Symbol]	LIGHT POLE	[Symbol]	DOORWAY
[Symbol]	TREES	[Symbol]	LIGHT STANDARD
[Symbol]	DENOTES TREE LIMITS	[Symbol]	POWER POLE
[Symbol]	MANHOLE	[Symbol]	SLOPE, DIRECTION OF FLOW
[Symbol]	CATCH BASIN	[Symbol]	BOLLARD
[Symbol]	FIRE HYDRANT	[Symbol]	STORM SEWER
[Symbol]	WATER VALVE	[Symbol]	SANITARY SEWER-WASTE
[Symbol]	FLARED END SECTION	[Symbol]	FORCE MAIN
[Symbol]	IRON MONUMENT FOUND	[Symbol]	ROOF DRAIN COLLECTOR
[Symbol]	IRON PIPE MONUMENT SET	[Symbol]	WATER MAIN
[Symbol]	P.K. NAIL	[Symbol]	FIRE LINE (IF SEPARATE)
[Symbol]	POWERPOLE	[Symbol]	FIRE DEPARTMENT CONNECTION
[Symbol]	GUARD POST	[Symbol]	DOMESTIC WATER SERVICE
[Symbol]	UTILITY BOX (TV, TEL, ELEC)	[Symbol]	CULVERT & END SECTION
[Symbol]	TRAFFIC BOX	[Symbol]	GAS LINE
[Symbol]	GAS METER	[Symbol]	SOIL SUBDRAIN
[Symbol]	TRAFFIC SIGN	[Symbol]	ELECTRIC-OVERHEAD
[Symbol]	CITY WBS	[Symbol]	ELECTRIC-UNDERGROUND
[Symbol]	REGISTER OF TITLES	[Symbol]	TELEPHONE-OVERHEAD
[Symbol]	COUNTY RECORDER	[Symbol]	TELEPHONE-UNDERGROUND
[Symbol]	STORM SEWER LINE	[Symbol]	UNDERGROUND CABLE / TV
[Symbol]	SANITARY SEWER LINE	[Symbol]	UNDERGROUND CABLE T.V.
[Symbol]	WATER MAIN	[Symbol]	WELL
[Symbol]	UNDERGROUND GAS	[Symbol]	RESTRICTED ACCESS
[Symbol]	OVERHEAD TELEPHONE	[Symbol]	NOTE NUMBER
[Symbol]	UNDERGROUND TELEPHONE	[Symbol]	DENOTES BITUMINOUS SURFACE
[Symbol]	UNDERGROUND ELECTRIC	[Symbol]	
[Symbol]	OVERHEAD ELECTRIC	[Symbol]	
[Symbol]	UNDERGROUND CABLE T.V.	[Symbol]	
[Symbol]	OVERHEAD CABLE T.V.	[Symbol]	

EROSION CONTROL SYMBOLS

SYMBOL	DESCRIPTION
[Symbol]	SILT FENCE
[Symbol]	CONSTRUCTION LIMITS
[Symbol]	INLET PROTECTION

DRAWING SYMBOLS

SYMBOL	DESCRIPTION
[Symbol]	NOTE REFERENCE
[Symbol]	PARKING STALL COUNT
[Symbol]	LARGE SHEET DETAIL
[Symbol]	COORDINATE POINT
[Symbol]	REVISION - APPENDIX BULLETIN, ETC.
[Symbol]	REVISED AREA (THIS ISSUE)

BENCHMARKS

PROJECT BENCHMARKS:
COR CONTROL POINT "WATT"
CONTROL POINT LOCATED AT S.E. ANGLE POINT OF ZEPHYRUS ST & CIVIC CENTER DRIVE
ELEVATION = 878.61 (NCVD 29)
TOP NUT OF HYDRANT
LOCATED ON SOUTH SIDE OF BUNKER LAKE BLVD APPROX. 600 FT FROM ARISTARQUE BLVD
ELEVATION = 869.96 (NCVD 29)

CITY NOTES

- SITE GRADING, LANDSCAPING AND UTILITY INSTALLATIONS MUST BE COMPLETED AS SHOWN WITHOUT ALTERATION. DEVIATIONS FROM PLANS MUST BE CHECKED AND APPROVED BY THE ENGINEERING DEPARTMENT AND/OR THE PLANNING COMMISSION PRIOR TO SAID CHANGE.
- REQUIRED EROSION CONTROL DEVICES MUST BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS AS SHOWN.
- MAIN JOB-SITE ENTRANCE MUST BE POSTED WITH THE PROJECT ADDRESS SO THAT IT IS CLEARLY VISIBLE FROM THE STREET. JOB-SITE ADDRESS SIGN MUST BE INSTALLED IN PLACE UNTIL FINAL OCCUPANCY.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATION AND MARK ALL EXISTING UTILITIES 48 HOURS BEFORE CONSTRUCTION STARTS. THE ENGINEER, ARCHITECT, OR OWNER DOES NOT GUARANTEE THAT ALL UTILITIES ARE MAPPED OR IF MAPPED, ARE SHOWN CORRECTLY. CONTACT ONE CALL AT 811 FOR FIELD LOCATING EXISTING UTILITIES. CONTACT UTILITY OWNER IF DAMAGE OCCURS DUE TO CONSTRUCTION.

SHEET INDEX

C0.1	CIVIL TITLE SHEET
C1.1	EXISTING CONDITIONS
C1.2	PRELIMINARY PLAT
C1.3	FINAL PLAT (SHEET 1 OF 2)
C1.4	FINAL PLAT (SHEET 2 OF 2)
C2.1	SITE PLAN
C3.1	GRADING, DRAINAGE, PAVING, & EROSION CONTROL
C4.1	UTILITIES

REVISION HISTORY

DATE	REVISION	REVIEW
29 JUL 2012	PRELIMINARY SITE PLAN SUBMITTAL	CWC
25 JUL 2012	PRELIMINARY SITE PLAN SUBMITTAL	

PROJECT MANAGER REVIEW

BY: [Signature] DATE: 04/10/2012

CERTIFICATION

IF THE SIGNATURE, SEAL OR FOUR-LINES DIRECTLY ABOVE HEREIN
VARIABLES HAVE BEEN REPRODUCED BEFORE ATTACHED
REASONABLY AND IN ACCORDANCE WITH THE PROFESSIONAL ENGINEER'S
THE ENGINEER TO REQUEST ADDITIONAL DOCUMENTS

PRELIMINARY SITE PLAN SUBMITTAL
25 JULY 2012

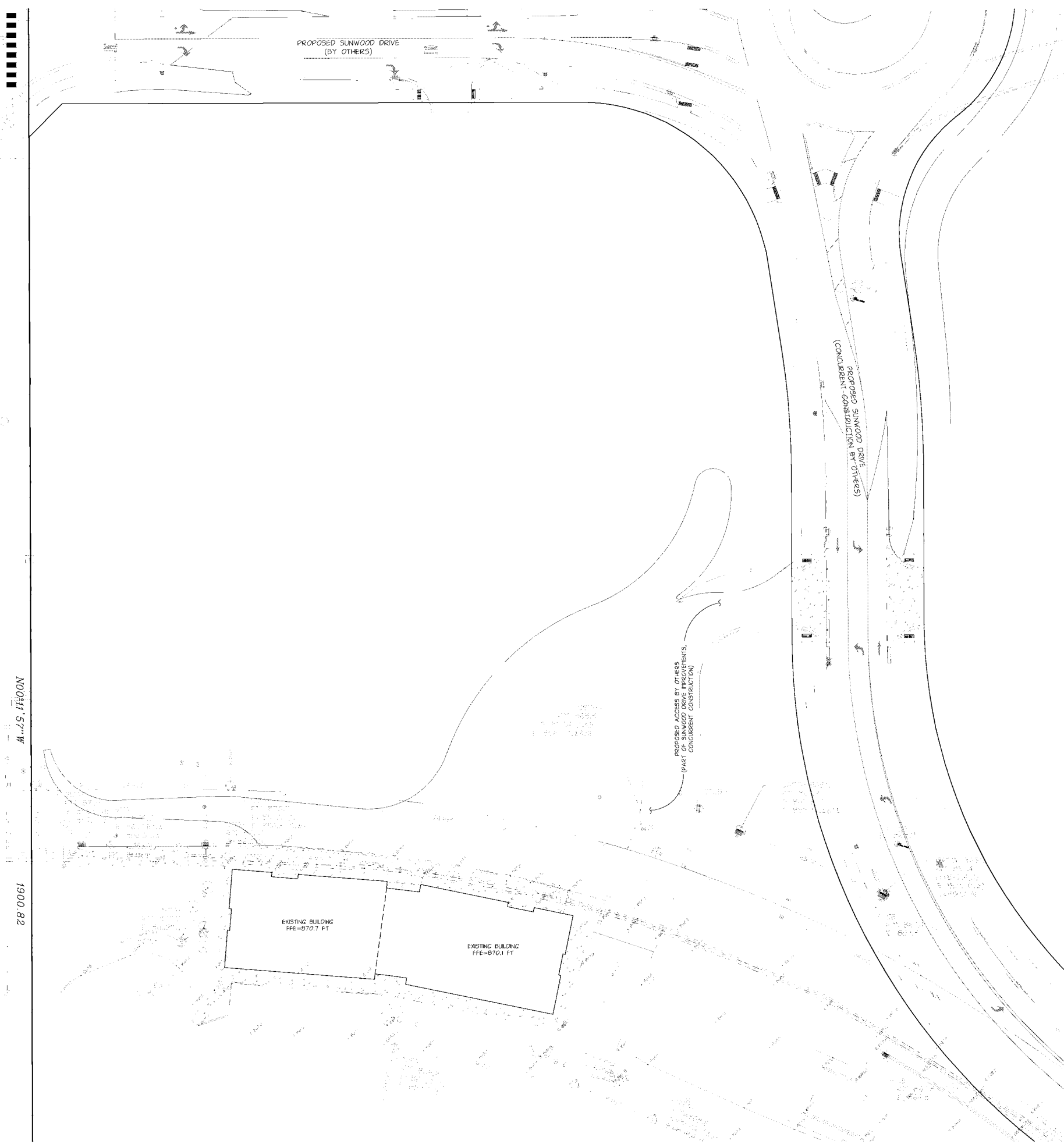
FORM
From Site to Finish

105 South Fifth Avenue Tel: 612-252-9070
Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net

FILE NAME: C001RAM025.DWG
PROJECT NO: RAM12025

CIVIL TITLE SHEET

C0.1

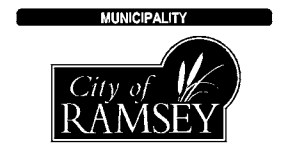


EXISTING CONDITIONS

BACKGROUND INFORMATION SHOWN IS FROM SURVEY BY LANDFORM, MINNEAPOLIS, MN. EXPRESSLY FOR THIS PROJECT, CITY OF RAMSEY, MN RECORD DRAWINGS, AND UTILITY SERVICE PROVIDERS. LANDFORM OFFERS NO WARRANTY, EXPRESSED OR WRITTEN, FOR INFORMATION PROVIDED BY OTHERS. EXISTING PROJECT CONDITIONS SHALL BE VERIFIED PRIOR TO BEGINNING CONSTRUCTION. ERRORS, INCONSISTENCIES, OR OMISSIONS DISCOVERED SHALL BE REPORTED TO THE ENGINEER.

DEVELOPER

RAMSEY HRA
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 TEL (763) 427-1410 - FAX (763) 427-5543



PROJECT

**SUNWOOD RETAIL
 COR TWO**
 RAMSEY, MINNESOTA

SHEET INDEX

SHEET	TITLE
C01	CIVIL TITLE SHEET
C01	EXISTING CONDITIONS
C21	PRELIMINARY SITE PLAN
C31	GRADING, DRAINAGE, PAVING & EROSION CONTROL
C41	UTILITIES

REVISION HISTORY

CONTACT ENGINEER FOR ANY PROGRESSIVITY

DATE	REVISION	REVIEW
29 JUL 2012	PRELIMINARY SITE PLAN SUBMITTAL	CVC
25 JUL 2012	PRELIMINARY SITE PLAN SUBMITTAL	CVC

PROJECT MANAGER REVIEW

BY: CVC DATE: 04/07/2012

CERTIFICATION

IF THE ENGINEER SEAL OR FOURLINES DIRECTLY ABOVE APPEARS
 ON THIS SHEET AND HAS BEEN REPRODUCED BEFORE ATTACHED
 READABILITY AND IS NO LONGER A VALID DOCUMENT PLEASE CONTACT
 THE ENGINEER TO REQUEST A NEW TOTAL DOCUMENT'S

PRELIMINARY SITE PLAN SUBMITTAL
 25 JULY 2012

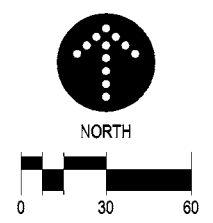
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 F O R M
 From Site to Finish

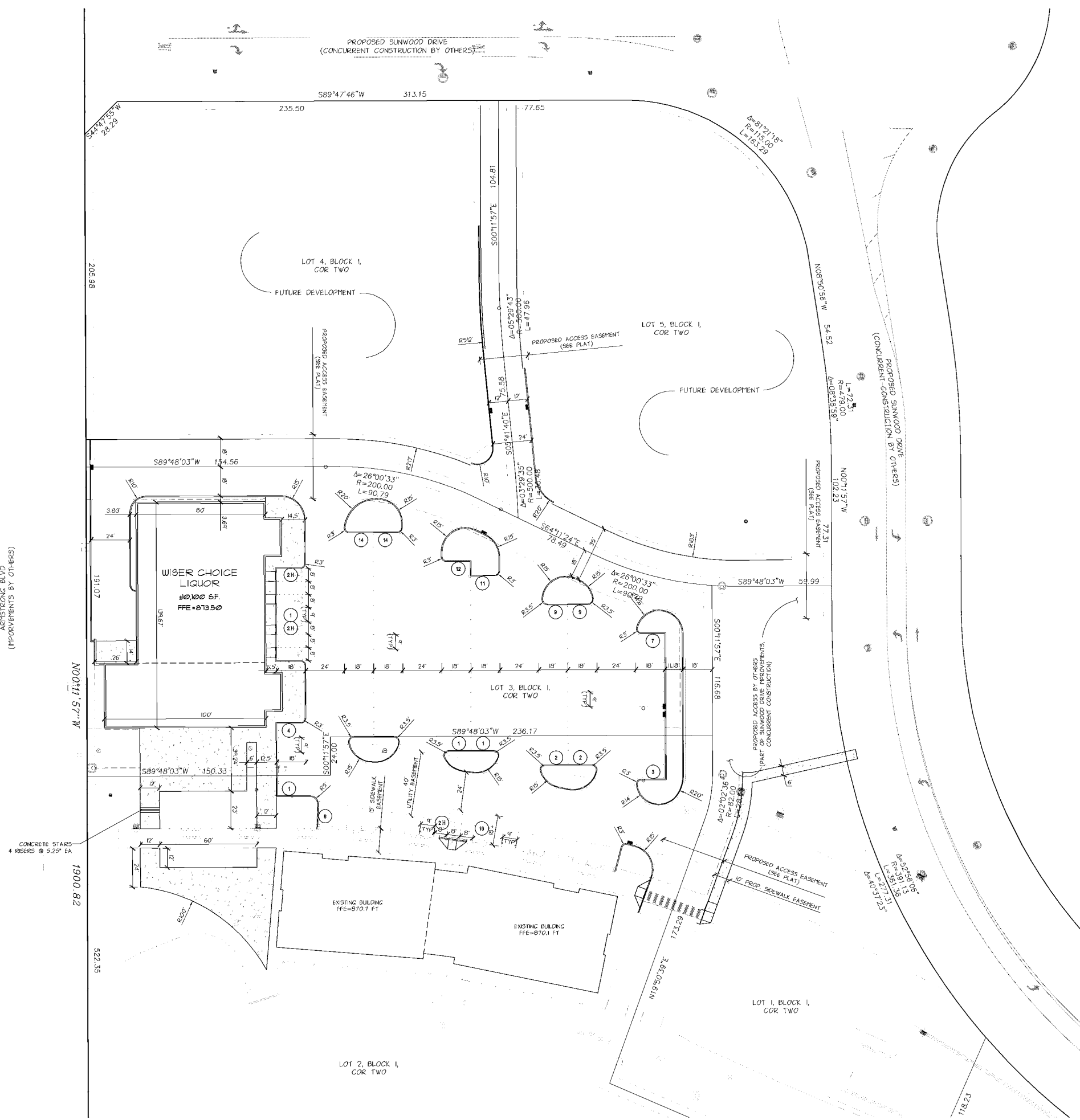
105 South Fifth Avenue Tel: 612-252-9070
 Suite 513 Fax: 612-252-9077
 Minneapolis, MN 55401 Web: landform.net

FILE NAME: C101RAM025.DWG
 PROJECT NO: RAM12025

EXISTING CONDITIONS

C1.1





SITE PLAN NOTES

- OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WITHIN OR USE OF, PUBLIC RIGHT-OF-WAY.
 - THE DIGITAL FILE, WHICH CAN BE OBTAINED FROM THE ENGINEER, SHALL BE USED FOR STAKING. DISCREPANCIES BETWEEN THE DRAWINGS AND THE DIGITAL FILE SHALL BE REPORTED TO THE ENGINEER. THE BUILDING FOOTPRINT AS SHOWN ON THESE DRAWINGS, AND THE DIGITAL FILE, SHALL BE COMPARED TO THE STRUCTURAL DRAWINGS PRIOR TO STAKING.
 - BUILDING LAYOUT ANGLES ARE PARALLEL WITH OR PERPENDICULAR TO THE PROPERTY LINE AT THE LOCATION INDICATED.
 - DIMENSIONS SHOWN ARE TO FACE OF CURB AND EXTERIOR FACE OF BUILDING UNLESS NOTED OTHERWISE.
 - DELINEATE PARKING STALLS WITH A 4-INCH WIDE WHITE/YELLOW PAINTED STRIPE. DELINEATE ACCESSIBLES WITH 4-INCH WIDE WHITE/YELLOW PAINTED STRIPES 18 INCHES ON CENTER AND AT 45 DEGREE ANGLE TO DIRECTION OF TRAVEL.
 - TRASH/RECYCLING AREAS: SEE ARCHITECTURAL DRAWINGS.
- GREEN SPACE (LANDSCAPE AREA)

PARKING SUMMARY

PROVIDED ADDITIONAL PARKING LOT 1:

ADDITIONAL STANDARD STALLS (4x8)	28 EA.
ADDITIONAL ACCESSIBLE STALLS (8x8)	2 EA.
TOTAL ADDITIONAL PARKING STALLS PROVIDED	30 EA.

REQUIRED PARKING LOT 3:

ONE STALL PER 200 SF OF BUILDING	
10,100 SF TOTAL	
10,100 SF / 200 = 51 STALLS	
TOTAL PARKING STALLS REQUIRED	51 EA.

PROVIDED PARKING LOT 3:

STANDARD STALLS (4x8)	51 EA.
ACCESSIBLE STALLS (8x8)	4 EA.
TOTAL PARKING STALLS PROVIDED	55 EA.

AREA SUMMARY

EXISTING LOT 3:

PERVIOUS	58,827 S.F.	96.0%
IMPERVIOUS	1,667 S.F.	2.0%
TOTAL (1.38 AC)	60,014 S.F.	100.0%

PROPOSED LOT 3:

PERVIOUS	4,433 S.F.	8.2%
IMPERVIOUS	55,081 S.F.	91.8%
TOTAL (1.38 AC)	60,014 S.F.	100.0%

ZONING AND PARKING SUMMARY

THE PROPERTY IS ZONED COR2, COMMERCIAL.

BUILDING SETBACK INFORMATION IS AS FOLLOWS:
 FRONT YARD = 0-5 FT.
 REAR = 0 FT.
 SIDE = 0 FT.

LOT COVERAGE INFORMATION IS AS FOLLOWS:
 LOT AREA MINIMUM = NONE
 LOT WIDTH MINIMUM = 50 FT.

DEVELOPER

RAMSEY HRA
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
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MUNICIPALITY

PROJECT

SUNWOOD RETAIL COR TWO
 RAMSEY, MINNESOTA

SHEET INDEX

SHEET	TITLE
C2.0	CIV. TITLE SHEET
C2.1	EXISTING CONDITIONS
C2.2	PROPOSED SITE PLAN
C2.3	GRADING, DRAINAGE, PAVING & EROSION CONTROL
C2.4	UTILITIES

REVISION HISTORY

DATE	REVISION	BY	REVIEW
25 JUL 2012	PRELIMINARY SITE PLAN SUBMITTAL	CVC	
25 JUL 2012	PRELIMINARY SITE PLAN SUBMITTAL		CVC

PROJECT MANAGER REVIEW

BY: CVC DATE: 08/03/2012

CERTIFICATION

IF THE 8 1/2" X 11" SEAL OR FOURLINES DIRECTLY ABOVE ANCHOR
 VISIBLE, THIS SHEET HAS BEEN REPRODUCED WITHOUT ATTACHED
 READABILITY AND IS UNLAWFUL TO REPRODUCE. PLEASE CONTACT
 THE ENGINEER TO REQUEST ADDITIONAL COPIES.

PRELIMINARY SITE PLAN SUBMITTAL
 25 JULY 2012

FORM

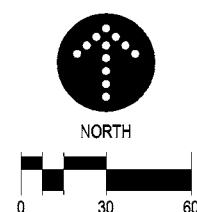
From Site to Finish

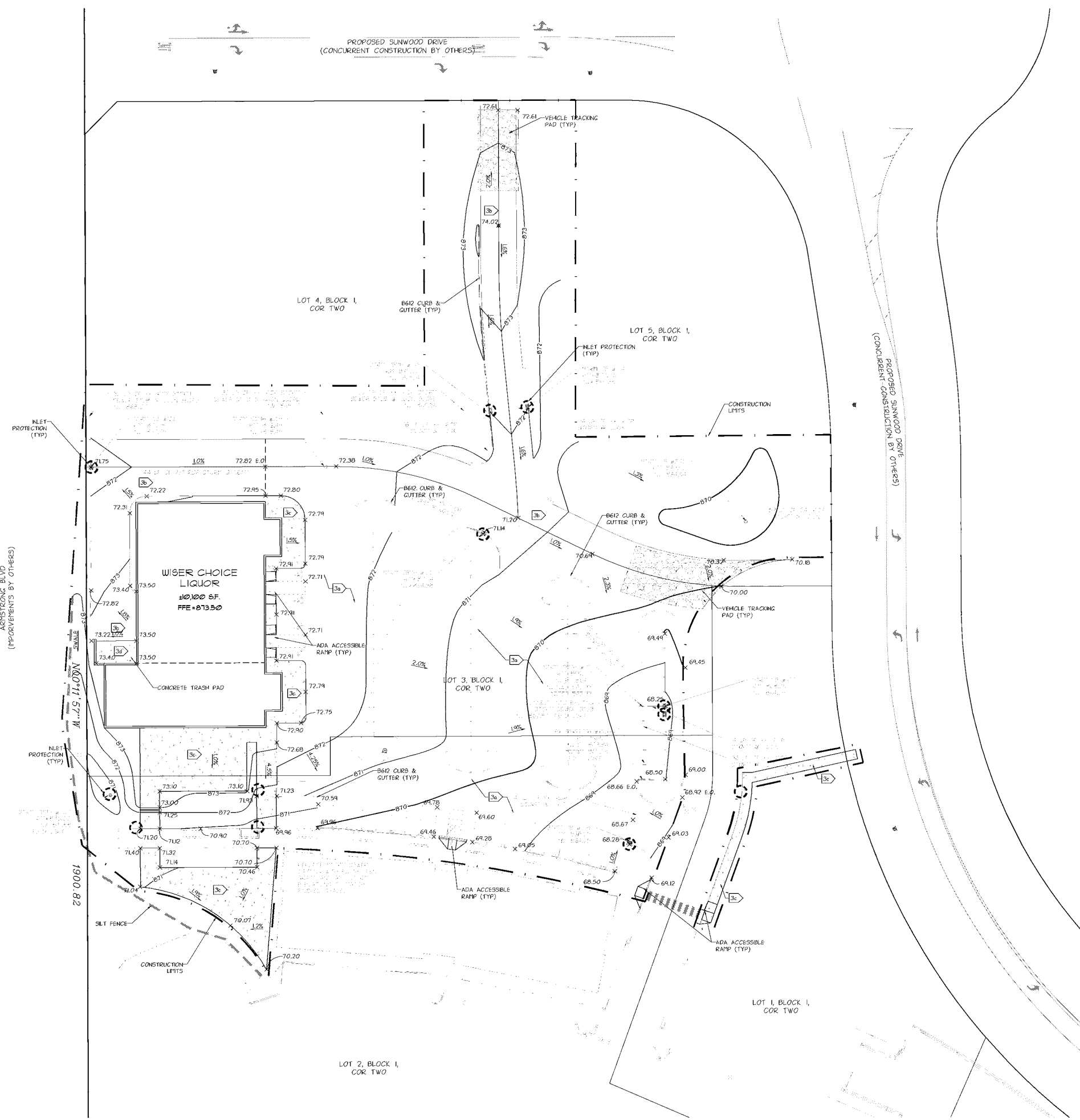
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 Suite 513 Fax: 612-252-9077
 Minneapolis, MN 55401 Web: landform.net

FILE NAME: C201RAM025.DWG
 PROJECT NO: RAM12025

PRELIMINARY SITE PLAN

C2.1





GRADING NOTES

- CONTACT UTILITY SERVICE PROVIDERS FOR FIELD LOCATION OF SERVICES 72 HOURS PRIOR TO BEGINNING GRADING.
- REMOVE TOPSOIL FROM GRADING AREAS AND STOCKPILE SUFFICIENT QUANTITY FOR REUSE.
- REMOVE SURFACE AND GROUND WATER FROM EXCAVATIONS. PROVIDE INITIAL LIFTS OF STABLE FOUNDATION MATERIAL IF EXPOSED SOILS ARE WET AND UNSTABLE.
- REFER TO STRUCTURAL SPECIFICATIONS FOR EARTHWORK REQUIREMENTS FOR BUILDING PADS.
- AN INDEPENDENT TESTING FIRM SHALL VERIFY THE REMOVAL OF ORGANIC AND UNSUITABLE SOILS, SOIL CORRECTION, AND COMPACTION AND PROVIDE PERIODIC REPORTS TO THE OWNER.
- PLACE AND COMPACT FILL USING LIFT THICKNESSES MATCHED TO SOIL TYPE AND COMPACTION EQUIPMENT TO OBTAIN SPECIFIED COMPACTION THROUGHOUT THE LIFT.
- COMPACT MATERIAL IN PAVED AREAS TO 95% OF MAXIMUM DRY DENSITY, STANDARD PROCTOR (ASTM D698) EXCEPT THE TOP 3 FEET WHICH SHALL BE COMPACTED TO 100%. COMPACT TO 90% DENSITY WHERE FILL DEPTH EXCEEDS 10 FEET.

PAVING NOTES

- SPOT ELEVATIONS AT CURB LINES INDICATE FLOWLINES UNLESS NOTED OTHERWISE. SEE SHEET C4.1 FOR RIM ELEVATIONS OF CATCH BASINS.
- MEET AND MATCH EXISTING CURB.
- PAVING SECTIONS
 - a) BITUMINOUS PAVING (LIGHT DUTY)
 - 1.5-INCH WEAR
 - FACE COAT
 - 1.5-INCH BASE
 - 6-INCH AGGREGATE BASE (MNDOT 313B, CLASS 5)
 - COMPACTED SUBSOIL
 - b) BITUMINOUS PAVING (HEAVY DUTY)
 - 1.5-INCH WEAR
 - FACE COAT
 - 2.5-INCH BASE
 - 6-INCH AGGREGATE BASE (MNDOT 313B, CLASS 5)
 - COMPACTED SUBSOIL
 - c) CONCRETE WALKWAYS
 - 4-INCH CONCRETE WALK
 - 4-INCH AGGREGATE BASE (MNDOT 313B, CLASS 5)
 - COMPACTED SUBSOIL
 - d) CONCRETE DRIVES, APRONS, AND EXTERIOR SLABS
 - 8-INCH CONCRETE
 - 4-INCH AGGREGATE BASE (MNDOT 313B, CLASS 5)
 - COMPACTED SUBSOIL

EROSION PREVENTION AND SEDIMENT CONTROL NOTES

- INSTALL PERIMETER SEDIMENT CONTROLS PRIOR TO BEGINNING WORK AND MAINTAIN FOR DURATION OF CONSTRUCTION. REMOVE CONTROLS AFTER AREAS CONTRIBUTING RUN OFF ARE PERMANENTLY STABILIZED AND DISPOSE OF OFF SITE.
- LIMIT SOIL DISTURBANCE TO THE GRADING LIMITS SHOWN. SCHEDULE OPERATIONS TO MINIMIZE LENGTH OF EXPOSURE OF DISTURBED AREAS.
- MANAGEMENT PRACTICES SHOWN ARE THE MINIMUM REQUIREMENT. INSTALL AND MAINTAIN ADDITIONAL CONTROLS AS WORK PROCEEDS TO PREVENT EROSION AND CONTROL SEDIMENT CARRIED BY WIND OR WATER.
- EXCAVATE PONDS EARLY IN THE CONSTRUCTION SEQUENCE. REMOVE SEDIMENT FROM PONDS PERIODICALLY AND AFTER AREAS CONTRIBUTING RUN OFF ARE PERMANENTLY STABILIZED.
- RESTORE DISTURBED OPEN AREAS WITH TEMPORARY SEED OR SOD WITHIN 72 HOURS OF COMPLETING GRADING IN EACH AREA.
- SEED, SOD, MULCH AND FERTILIZER SHALL MEET THE FOLLOWING SPECIFICATIONS, AS MODIFIED.

ITEM	SPECIFICATION NUMBER
SEED	MNDOT 3875
SEED	MNDOT 3876
TYPE 50 @ 40 LB/AC	
TYPE 10A @ 60 LB/AC	
MULCH (TYPE I, DISC ANCHORED)	MNDOT 3882
FERTILIZER	MNDOT 3881
GENERAL PLACEMENT	MNDOT 2975
- SEE LANDSCAPING SHEETS FOR PERMANENT TURF ESTABLISHMENT. **(NOT INCLUDED IN PRELIMINARY SET)**
- SWEEP ADJACENT STREETS CLEAN DAILY.

NPDES AREA SUMMARY

	EXISTING*	PROPOSED	ULTIMATE
PERVIOUS	1.35 ACRES	0.11 ACRES	0.11 ACRES
IMPERVIOUS	.03 ACRES	1.27 ACRES	1.27 ACRES
TOTAL	1.38 ACRES	1.38 ACRES	1.38 ACRES

*EXISTING AREA'S ARE BASED ON THE PROPOSED CONDITIONS OF THE SUNWOOD REAL ESTATE PLANS.

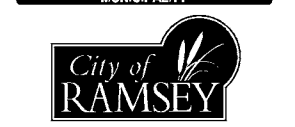
LEGEND

- CONSTRUCTION LIMITS
- - - SILT FENCE
- INLET PROTECTION
- - - GRADE BREAK

DEVELOPER

RAMSEY HRA
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 TEL (763) 427-1410 - FAX (763) 427-5543

MUNICIPALITY



PROJECT

**SUNWOOD RETAIL
 COR TWO
 RAMSEY, MINNESOTA**

SHEET INDEX

SHEET	TITLE
C01	CIV. TITLE SHEET
C01	EXISTING CONDITIONS
C21	PRELIMINARY SITE PLAN
C31	GRADING, DRAINAGE, PAVING & EROSION CONTROL
C41	UTILITIES

REVISION HISTORY

DATE	REVISION	REVIEW
29 JUL 2012	PRELIMINARY SITE PLAN SUBMITTAL	CWC
25 JUL 2012	PRELIMINARY SITE PLAN SUBMITTAL	

PROJECT MANAGER REVIEW

BY: CWC DATE: 06/28/2012

CERTIFICATION

IF THE SIGNATURE, SEAL OR FOURLINES DIRECTLY ABOVE ARE NOT VISIBLE, THIS SHEET HAS BEEN REPRODUCED WITHOUT ATTACHED READABILITY AND IS UNLAWFUL AND UNACCEPTABLE. PLEASE CONTACT THE ENGINEER TO REQUEST ADDITIONAL COPIES.

**PRELIMINARY SITE PLAN SUBMITTAL
 25 JULY 2012**

FORM
 From Site to Finish

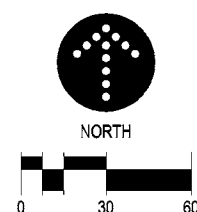
105 South Fifth Avenue Tel: 612-252-9070
 Suite 513 Fax: 612-252-9077
 Minneapolis, MN 55401 Web: landform.net

FILE NAME: C301RAM025.DWG
 PROJECT NO: RAM12025

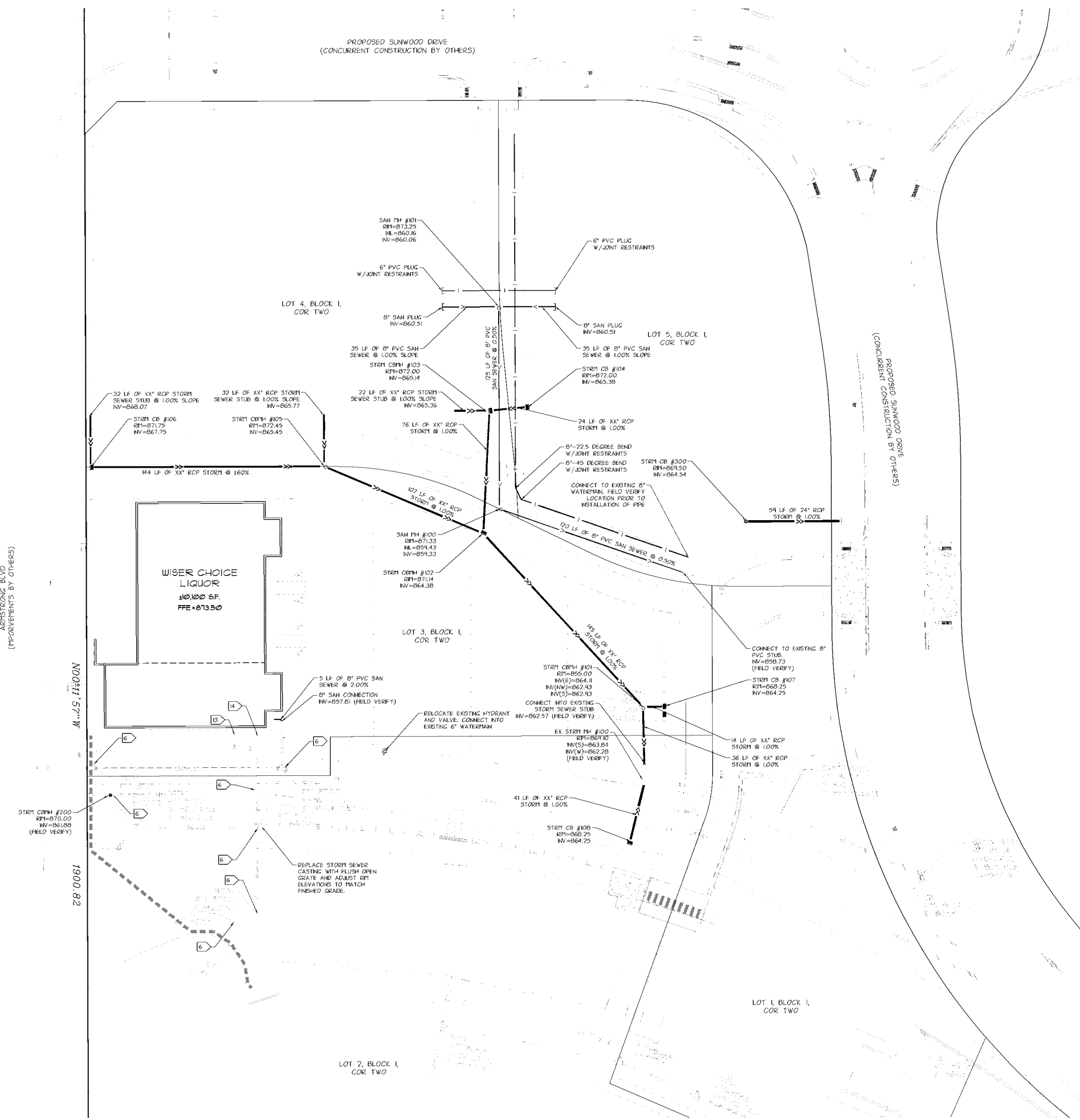
**GRADING, DRAINAGE, PAVING
 & EROSION CONTROL PLAN**

C3.1

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PROPOSED SUNWOOD DRIVE
(CONCURRENT CONSTRUCTION BY OTHERS)



UTILITY NOTES

- PIPE MATERIALS
WATERMAIN DP CLASS 52
SANITARY SEWER PVC SDR 35
STORM SEWER RCP CLASS 5
GREASE TRAP SERVICE PVC SCHEDULE 40
- CONTACT UTILITY SERVICE PROVIDERS FOR FIELD LOCATION OF SERVICES 72 HOURS PRIOR TO BEGINNING.
- COORDINATE WITH PRIVATE UTILITIES TO PROVIDE ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICES TO BUILDING.
- PROVIDE MEANS AND MEASURES TO PROTECT ADJACENT PROPERTY FROM DAMAGE DURING UTILITY INSTALLATION.
- PIPE LENGTHS SHOWN ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE OR END OF END SECTION.
- ADJUST STRUCTURES TO FINAL GRADE WHERE DISTURBED. COMPLY WITH REQUIREMENTS OF UTILITY. MEET REQUIREMENTS FOR TRAFFIC LOADING IN PAVED AREAS.
- INSTALL TRACER WIRE WITH UTILITIES WITHIN THE PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- CONNECT TO CITY UTILITIES IN ACCORDANCE WITH CITY OF RAMSEY STANDARDS.
- CONTACT CITY OF RAMSEY FOR WET TAP INSPECTION.
- MAINTAIN 7.5 FEET OF COVER ON WATER.
- INSTALL WATER TO MAINTAIN 18-INCH MINIMUM OUTSIDE SEPARATION AT SEWER CROSSINGS. CENTER PIPE LENGTHS TO PROVIDE GREATEST SEPARATION BETWEEN JOINTS.
- CONTACT CITY OF RAMSEY BUILDING DEPARTMENT, FOR FLUSHING AND PRESSURE TEST INSPECTIONS.
- BRING WATER AND SEWER SERVICES INTO BUILDING PER MECHANICAL DRAWINGS. JOIN AND ROUTE BUILDING STORM DRAINS AND CONNECT TO STORM SEWER STUB.
- CONNECT TO DOWNSPOUT WITH TRANSITION TO 6-INCH PVC AND ROUTE TO STORM SEWER STUB.
- THE CONTRACTOR IS REQUIRED TO OBTAIN THE APPROPRIATE PERMIT FOR THE RM DIR IF DEWATERING IS REQUIRED TO COMPLETE ANY WORK. THE CITY NEEDS TO REVIEW EACH PERMIT PRIOR TO IMPLEMENTATION.

DEVELOPER

RAMSEY HRA

7550 SUNWOOD DRIVE
RAMSEY, MN 55303
TEL (763) 427-1410 - FAX (763) 427-5543

MUNICIPALITY



PROJECT

**SUNWOOD RETAIL
COR TWO
RAMSEY, MINNESOTA**

SHEET INDEX

SHEET	TITLE
C4.1	CIVIL SITE SHEET
C4.2	EXISTING CONDITIONS
C4.3	PROPOSED SITE PLAN
C4.4	GROUND DRAINS, PAVING & EROSION CONTROL UTILITIES

REVISION HISTORY

DATE	REVISION	REVIEW
29 JUL 2012	PRELIMINARY SITE PLAN SUBMITTAL	CVC
25 JUL 2012	PRELIMINARY SITE PLAN SUBMITTAL	

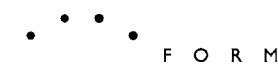
PROJECT MANAGER REVIEW

BY: CVC DATE: 08/03/2012

CERTIFICATION

IF THE ORIGINAL SEAL OR FOURLINES DIRECTLY ABOVE APPEARS
VOID IN THIS SHEET AND BEING REPRODUCED BY OTHERS WITHOUT
REASONABLE NOTICE TO THE ENGINEER OR ARCHITECT, THE
ENGINEER OR ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY
CONSEQUENCES THEREOF.

PRELIMINARY SITE PLAN SUBMITTAL
25 JULY 2012



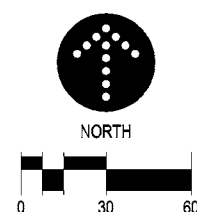
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Minneapolis, MN 55401 Web: landform.net

FILE NAME C401RAM025.DWG

PROJECT NO. RAM12025

UTILITIES

C4.1



**WISER CHOICE LIQUOR
DEVELOPMENT PERMIT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

THIS AGREEMENT, made and entered into by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (the "**CITY**"), and **M & W HOLDING COMPANY, LLC**, a limited liability corporation under the laws of the State of Minnesota, whose address is 7533 Sunwood Dr NW, Anoka, Minnesota (the "**PERMITTEE**").

WITNESSETH:

WHEREAS, the **Permittee** is the fee owner of the following described property situated in the **CITY OF RAMSEY**, County of Anoka, State of Minnesota, and legally described as follows:

Lot 3, Block 1, COR TWO, Anoka County, Minnesota

(the "**Subject Property**"); and

WHEREAS, on August 13, 2012 the **CITY** approved the final plat of the Subject Property for COR TWO (the Plat"),

WHEREAS, on August 13, 2012, the **CITY** approved the final site plan for the Wiser Choice Liquor on the Subject Property; and

WHEREAS, the **PERMITTEE** intends to cause the Required Improvements to the Subject Property to be constructed without financial participation by the **CITY**.

NOW, THEREFORE, the **CITY** and **PERMITTEE** agree as follows:

**SECTION I
REQUIRED IMPROVEMENTS AND FINANCIAL RESPONSIBILITIES**

1. **City Code Compliance.** The **CITY** approves the Site Plan conditioned on the **PERMITTEE** developing the Subject Property in accordance with the applicable provisions of City Code.
2. **Conformance with Plan.** The Site Plan shall be developed pursuant to the prepared by Wilkus Architects and Landform Professional Services, dated _____, 2012.
3. **Incorporation of All City Code Requirements.** That the recitals above and the applicable provisions of the City Charter, Subdivision Code, Zoning Code and Public Improvement Code of the **CITY**, as amended to date hereof, are incorporated herein by reference.
4. **State Building Code Compliance.** The Structures shall be constructed in accordance with the requirements of the Building Code.
5. **Fire Lanes.** Fire lanes shall be maintained on the Site. The exact locations of these items on the Site shall be as directed by the Fire Chief. The **PERMITTEE** herein agrees to post "No Parking"

signs along private streets in accordance with City Code requirements and in conjunction with the instructions of the Fire Chief.

6. **Building Façade.** The **PERMITTEE** agrees to construct the building in accordance with the site plan and architectural elevations prepared by Wilkus Architects dated _____, 2012, and approved by the City Council on August 13, 2012.
7. **Required Improvements.** The **PERMITTEE** shall construct and install the following site improvements on the Site in accordance with the specifications and location as shown on the Site Plan. The Required Improvements are as follows:
 - a. Site grading in accordance with the Grading Plan prepared by Landform Professional Services dated _____, 2012.
 - b. Private stormsewer and appurtenances.
 - c. Private sanitary sewer system
 - d. Private watermains and appurtenances
 - e. Private trunk and lateral storm drainage facilities
 - f. Bituminous driveways, parking lots, and maneuvering areas, including access to Sunwood Drive.
 - g. Continuous, B6/12 concrete curbing and gutter around the perimeter of all bituminous surfaces.
 - h. Installation of Landscaping in accordance with the Landscape Plan prepared by _____ dated _____, 2012.
 - i. Irrigation metering and backflow devices shall be approved as part of the Utility Plan, and installed accordingly.
 - j. Irrigation rain sensors shall be installed and appropriately placed throughout the development.
 - k. Establishment of turf in areas disturbed during construction and in accordance with the Plat.
 - l. Temporary and permanent erosion control

("Required Improvements").

The **PERMITTEE** agrees to construct the Required Improvements according to the terms and conditions of this agreement and in accordance with **PERMITTEE's** plans submitted to the **CITY**.

8. **Required Improvements Completion Date.** The Required Improvements shall be completed on or before August 13, 2013.
9. **Required Improvements Financial Guarantee.** In order to ensure the installation of the Required Improvements in accordance with City specifications and in a timely manner, the **Permittee** shall be required to deposit with the City a cash escrow or letter of credit, approved as to form by the City, in the amount of _____ Dollars and No Cents. (\$_____.00), which is 150% of the City's estimated cost of the Improvements. Prior to the issuance of the building permit, all financial guarantees must be provided as required herein.

Upon completion of the construction of the Required Improvements, the financial guarantee shall be returned to the **PERMITTEE** and the **PERMITTEE** shall be required to provide the landscaping

maintenance guarantee described in Item#14 of this Development Agreement. The determination of completion of the construction of the Required Improvements shall be made by the City Council after consultation with the City Engineer. In the event the **PERMITTEE** fails to construct and install the Required Improvements as required herein, the City Council may order the completion of the Required Improvements with City day labor and/or by letting contracts for said completion and draw upon the escrow for payment. Only the City Council shall have the authority to direct completion of the Required Improvements and withdraw from the escrow account. The **PERMITTEE** hereby grants permission and a license to the City and/or its contractors and assigns to enter upon the Site for the purpose of completing the construction and installation of the Required Improvements in the event of the **PERMITTEE's** default.

10. **Inspection Fees.** The **PERMITTEE** shall be responsible for all inspection costs incurred by the City related to the installation of Required Improvements. The **PERMITTEE** shall make a cash deposit into the appropriate escrow account at the City and the City shall have the authority to draw upon these funds for the purpose of compensating for inspection services. The amount of the deposit shall be equal to five percent (5%) of the estimated cost of the Required Improvements, which equates to _____ Dollars and No Cents (\$_____.00) (5% x \$_____.00). Upon completion of the Improvements to the satisfaction of the City, any surplus balance remaining in the City's escrow account shall be refunded to the **PERMITTEE**.

**SECTION II
PERMITS AND OCCUPANCY**

11. **Requirements for Building Permits.** No building permit for any lot in the Plat shall be issued until: (a) a Class 5 driving surface is installed to within 300 feet of the structure; (b) site plan approval is granted by the **CITY** and any expense incurred in giving site plan approval has been reimbursed to the **CITY**; (c) the Building Official has been provided with a copy of the approved site plan, signed by a registered architect or surveyor, showing all dimensions to scale; (d) the Plat has been recorded at Anoka County Property Records, (e) a Lower Rum River Watershed Management Organization Permit has been obtained. The **CITY** reserves the right to suspend all building activities upon the **CITY** being notified by an outside agency that the appropriate permit(s) was not obtained from the applicable agency. Approval of the building foundation requires a certificate of elevation signed by a licensed (State of Minnesota), professional land surveyor, verifying that the elevation with the approved grading plan for the Plat. Foundation approvals will require a certificate of elevation verifying that the actual elevation is in compliance with the approved grading and drainage plan. The lowest floor elevation shall be at least 2 feet above the 100 year elevation.

No occupancy permit for any lot in the Plat shall be issued until: (a) vehicular access to the lot is provided including the installation of at least one layer of bituminous surfacing; (b) all utilities are in place, operational and accepted by the **CITY**; (c) for lots that have a slope of less than 2%, a certificate of grading, prepared by a licensed (State of Minnesota), professional land surveyor, must be provided to the **CITY** documenting that the flattest grade on this lot is 1% or greater will require certificates of grading.

**SECTION IV
LANDSCAPING**

12. **Maintenance Guarantee for Landscaping.** It is herein agreed that the Permittee shall provide a maintenance guarantee to ensure the survival of the plantings. Said maintenance guarantee shall consist of cash or a letter of credit, approved as to form by the City, in the amount of _____ Dollars and No Cents (\$ _____ .00) [# plantings (___ trees, ___ shrubs) x cost/planting (\$150/tree, \$75/shrub) x 30% average non-survival rate], which shall be in effect for a two-year period commencing on the date of the City's acceptance of said plantings as part of the Required Improvements.

At the end of the two-year period, the maintenance guarantee shall be returned to the **PERMITTEE**. The determination that all plantings that have been planted in accordance with the Site Plan have either survived or have been replaced shall be made by the Community Development Department. In the event the **PERMITTEE** fails to maintain the required plantings for a two-year period, the City Council may order the replacement of plantings with City day labor and/or by letting contracts and draw upon the escrow for payment. Only the City Council shall have the authority to direct replacement of the plantings and withdraw from the escrow account. The **PERMITTEE** hereby grants permission and a license to the City and/or its contractors and assigns to enter upon the Site for the purpose of replacing plantings in the event of the **PERMITTEE** default.

**SECTION V
GENERAL**

13. **Boulevard and Area Restoration.** The **PERMITTEE** shall be responsible for restoring all areas disturbed by the development grading operation in accordance with the approved erosion and sediment control plan. The **PERMITTEE** shall also be responsible for the cost of cleaning any soil, earth or debris from the wetlands within and adjacent to this Site Plan resulting from grading performed in the development of the land.
14. **Construction Site Maintenance.** The **PERMITTEE** shall adhere to all **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.
15. **Estimated Cost.** It is understood and agreed that cost amounts set forth in this Agreement as Required Improvements, unless specified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal charges.
16. **Site Plan Approval Expenses.** The **PERMITTEE** agrees that it will pay to the **CITY** all **CITY** expenses incurred in the approval of the Site Plan, including, but not limited to administration expenses, engineering and legal fees. Said expenses shall be paid within fifteen (15) days of billing by the **CITY** and outstanding billings shall be paid prior to issuance of the building permit. Any expenses incurred after the release of the building permit shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY's** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this contract for payment.
17. **Reimbursement to the City.** The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
18. **Invalidity of Any Section.** If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not effect or void any of the other provisions of this Agreement.
19. **Proof of Authority.** When the **PERMITTEE** is a corporation, the **CITY** requires proof of authority by the corporation to execute this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of minutes of the corporate Board of Directors granting such authority.
20. **Violation of This Permit.** If the **PERMITTEE** fails to perform any of the terms of this Permit in the manner required by the **CITY**, the **CITY** shall be entitled to recover, from the **PERMITTEE** or the issuer of **PERMITTEE** financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Development Permit by the **PERMITTEE** shall also be grounds for denial of Building Permit or issuance of Certificate of Occupancy.
21. **Agreement Binding On Successors and Assigns.** The **PERMITTEE** agrees that this Development Permit shall be binding upon its successors and assigns.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, this _____ day of _____, 2012.

M & W HOLDING, LLC

CITY OF RAMSEY

By: _____

By: _____
Its: Mayor

Its: _____

ATTEST
By: _____
Its: City Clerk

STATE OF MINNESOTA)
)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, 2012, before me a Notary Public personally appeared Bob Ramsey and Jo Thieling, to me personally known, being each by me duly sworn did say that they are respectively the Mayor and City Clerk of the City of Ramsey, the municipal corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said municipal corporation, and the said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said Bob Ramsey and Jo Thieling acknowledge said instrument to be the free act and deed of said municipal corporation.

Notary Public

STATE OF MINNESOTA)
)
) ss.
COUNTY OF)

The foregoing was acknowledged before me this _____ day of _____, 2010, by _____, the _____ of the M & W Holding Company, LLC, a limited liability corporation under the laws of the State of Minnesota, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

REVIEWED BY:
Randall & Goodrich
2140 Fourth Avenue
Anoka, MN 55303

July 27, 2012

City of Ramsey Housing and Redevelopment Authority (HRA)
Attn: Kurt Ulrich, Executive Director
7550 Sunwood Dr NW
Ramsey, MN 55303

**Re: Site Plan Review
Wiser Choice Liquor**

Dear Mr. Ulrich:

The City of Ramsey has received your application for Site Plan Review to construct an approximately 10,000 square foot retail building on approximately 1.5 acres. City Staff is recommending to the Planning Commission approval of the request contingent upon the following:

- Required amendments as outlined in the attached Staff Report dated June 27, 2011

Please note: this is only a recommendation that is subject to review by the Planning Commission and final decision by the City Council. A copy of the review file and staff report are attached for your review. The Planning Commission will review the request on **Monday, August 13th at 7:00 p.m.** at the Ramsey Municipal Center in the Council Chambers. You, or a representative of the development, are highly encouraged to attend this meeting. Please contact me at your earliest convenience prior to the meeting to verify if you will be attending.

Please let me know if you have any questions or concerns. I can be reached at 763-576-4308 or by email at tgladhill@ci.ramsey.mn.us.

Sincerely,

CITY OF RAMSEY

Tim Gladhill
Development Services Manager

Enclosures

**CITY OF RAMSEY PLANNING DIVISION
REVIEW FILE**

DATE	7/27/2012 REVISED 8/9/12	PROJECT ADDRESS	TBD
PROJECT. TITLE	WISER CHOICE LIQUOR		
REVIEW FILE #			
APPLICANT:	City of Ramsey Housing and Redevelopment Authority		
PRIMARY REVIEWER:	Tim Gladhill– Development Services Manager Phone: 763-576-4308 Fax: 763-433-9848 e-mail: tgladhill@ci.ramsey.mn.us		

We are in receipt of the proposed Site Plan for Wisser Choice Liquor. The submittal consists of the following sheets:

- Sheets C0.1, C1.1, C1.2, C1.3, C1.4, C2.1, C3.1, C4.1
- Architectural Elevations prepared by Wilkus Architects, P.A. dated 7/20/2012

(the “Plans”)

Please note that our plan review was based on plans dated July 9, 2012 (submitted July 11, 2012). On July 25, 2012, City Staff received revised site plan drawings on Wednesday, July 25th that impact the proposed lot lines. These comments will need to be revised upon submittal of revised Preliminary and Final Plat sheets. Said revised sheets shall be submitted to the City as soon as possible, but no later than Friday, August 10th in order to allow for sufficient review time for the August 28th City Council Meeting. We offer the following comments regarding your site plan and plat submittal:

MAJOR PLAT: COR TWO

Planning and Zoning

Reviewer: Tim Gladhill, Development Services Manager
tgladhill@ci.ramsey.mn.us
763-576-4308

General: The proposed site plan will also require the approval of COR TWO, also being processed concurrently with this request. Obligations of said Major Plat approval must be satisfied prior to proceeding forward with development of this site plan. Please see review of COR TWO under separate cover.

SITE PLAN

Planning and Zoning

Reviewer: Tim Gladhill, Development Services Manager
tgladhill@ci.ramsey.mn.us

763-576-4308

General: The development proposal consists of a one story, 10,000 square foot retail building. The facility will be located on a 1.5 acre future parcel. The site will be located on the southeast corner of Armstrong Boulevard (CSAH 83) and Sunwood Drive. The Property is located on a Destination Street as identified in the Design Framework for The COR.

Zoning: The site is zoned COR-2 Commercial Sub-district. This area is intended to encourage a mix of large and small places accommodating auto-oriented uses. This suggests even greater attention be paid to public realm and streetscape improvements that not only accommodate vehicles, but also invite bicycle and pedestrian traffic. Retail buildings are a permitted use in this district.

Building Height: The COR-2 Sub-District allows for building heights between one (1) and four (4) stories on a Destination Street. The proposed building appears to have one story with varying roof heights and a taller accent at the entrance.

Maximum Structure Area. The COR-2 Sub-District does not have maximum building coverage or minimum floor area ratio requirements.

Setbacks: The COR-2 Sub-District requires build-to lines as provided below.

The proposed placement of the structure is generally consistent with the approved Development Plan. The Built-To capacity of this block will be achieved with future developments along Sunwood Drive based on placement of future buildings. Similar to the approval for Northstar Marketplace (Ramsey Town Center 3rd Addition-Coborn's anchored center), users were allowed traditional setbacks in the rear of the lot, with other retail lining the street to provide the build-to scenario.

Exterior Materials. The application includes one (1) sheet of architectural elevations. Design and exterior materials are subject to the Design Framework of The COR, which is incorporated by reference as part of the Zoning Code. *The list of materials submitted by Wiser Choice are as follows:*

- *Cemstone or like product*
- *Hardy Board Siding*
- *Rock Faced Block*
- *Steel Roof and rubber flat roof*
- *Stained wood trusses*

Waste Storage: The waste storage area is proposed to be contained in an enclosure at the rear of the building, along Armstrong Boulevard. Exterior materials should be complimentary and consistent with the proposed building. Staff strongly encourages making the waste enclosure an integral portion of the building. Additionally, Staff recommends working with adjacent properties to consider a shared waste storage enclosure. Finally, please ensure that there is adequate radius for vehicles to access to proposed trash enclosure. *Please submit a turning movement exhibit for this area to ensure adequate access, to be submitted prior to the City issuing a Building Permit.*

Off-Street Parking - Spaces Required: The COR-2 Sub-District sets a minimum parking space standard of two (2) spaces per 1,000 square feet and a maximum of four (4) spaces per 1,000 square feet for retail

uses. In addition, a minimum of three (3) spaces per 1,000 square feet and a maximum of five (5) spaces per 1,000 square feet for restaurant users. The site plan proposed 76 off-street parking spaces. The Design Framework allows for overages of maximum parking through the issuance of a Conditional Use Permit. However, when looking at all three lots of Block 1 as a unified development, it appears that maximum parking would not be exceeded. To address this issue, plus requirements of the Design Framework, parking should be allowed to be shared with adjacent users and encumbered by a shared parking easement. *Please submit a shared parking easement for review, to be submitted prior to the City releasing the Building Permit.*

Signs: Please note that all signs for the proposed building must be approved through a separate sign permit process. Sign regulations can be found in City Code Chapter 117, Article II, Division 8 *and the Design Framework*. The developer is encouraged to review these sign regulations early in the process to avoid any unnecessary delays due to potential needs for special permits.

Landscape Review

Reviewer: Chris Anderson

canderson@ci.ramsey.mn.us

763-433-9905

Landscaping Plan: The submitted plans are deficient of a landscaping plan. A Landscaping Plan must be submitted prior to review by the City Council.

Tree Preservation: This site is devoid of any significant tree cover and therefore, no tree preservation plan is necessary.

Engineering Review

Reviewer: Leonard Linton, Civil Engineer II

llinton@ci.ramsey.mn.us 763-433-9834

Grading and Drainage: The following comments are offered regarding the July 25, 2012 Preliminary Site Plan Submittal Plans prepared by Landform:

- Please make sure that all items shown on the various plan sheets are either clearly noted on the plans or are referenced in the legend.
- A detail sheet was not included in this submittal. City Standard details must be used for all work in public right of ways and for water, sanitary sewer and storm sewer serving multiple parcels.
- The B612 concrete curb detail should be amended to include base material extending to 1' beyond the back of curb. There are other City standard details that should also be included, and we can forward those to you for incorporation into the plans.
- The pedestrian ramp details have recently been modified at the state level, and the plans should be revised to include the most recent MnDOT approved detail and design.
- A stormwater management plan must be submitted. Each parcel in the COR must provide water quality treatment for the first 0.75 inches of runoff. These structures must be placed in drainage and utility easements if they treat runoff from more than 1 parcel. The 100 year flood elevation must be indicated for the existing pond.
- Work is shown on Lot 2, Block 1, COR TWO which is outside of this property. The plan indicates the work to be performed includes removing and replacing curb and gutter and pavement, raising grades and installing concrete patios and walks, and installation of parking lot islands. Please provide written approval for installation of improvements outside of the property

boundaries. The concrete patios will require fill over a slope leading to the existing drainage pond. Contours are not show for this work. The maximum slope is 4:1. The patio will raise grades over existing utility structures. The structures must be raised to match the new grades. The City Standard is a minimum of 2 adjusting rings and a maximum of 6 adjusting rings on storm and sanitary structures. Additional adjustments will require adding precast concrete sections. The method of adjusting the structures must be shown on the plans. There are also water valve castings that will require adjustment.

- One of the existing water stubs at the building location is the supply for the existing irrigation system in Sunwood Drive. A new connection must be provided as part of this project.
- New utility easements must extend from existing sanitary sewer line south to existing right of way as there are in place small utilities and new construction is not proposed in this area. The utility easement shall be 20 feet north of the existing sanitary sewer line.
- There is an existing 21" storm sewer stub south of STRMCB #200 that does not pick up runoff. It should be evaluated for removal and bulkheading at the structure.

The manhole details should be updated to include language for a water tight wrap around the adjusting rings and include carsonite markers for any manhole or gate valve that is located in unpaved areas.

The following notes should be added or amended on the plan set:

- Any impacts to City streets (wet tap and curb cut locations) should be brought to grade with class 5 by the end of the work day and paved within 24 hours.
- The contractor shall have a sweeper on site or available within 3 hours. All material tracked onto City streets must be removed immediately upon discovery, or as directed by the City Engineer.
- Installation of silt fence and other down gradient sediment protection measures shall be completed and inspected prior to commencement of any site activities.

The City must review the dewatering plan for utility installation prior to implementation. No dewatering activities can occur until the required permit is secured and submitted for review.

Street and Building Access: The site will derive access from shared access ways across the plat of COR TWO. These accesses must be covered by access easements. The maintenance of these shared driveways will be the responsibility of the adjacent property owners. There is a potential for conflict between trucks accessing the area west of the building and traffic exiting lot 4.

Utilities:

- The size of storm sewers must be specified.
- All ductile iron watermain 6" in diameter and smaller shall be class 53 material.
- A water connection must be provided for the existing irrigation system along Sunwood Drive. The connection must be located in a drainage and utility easement or right of way.
- The existing hydrant is proposed to be relocated. The watermain in this area is deeper than 7.5 feet. An extension may be required.

All hydrants must be hand painted after installation.

There are existing small utilities crossing Lot 3, Block 1 COR TWO. The facility owners must be notified of the need to move their facilities and the timeline for completion of the move.

Sidewalk and Trails. Sidewalks are being constructed along Sunwood Drive as part of the Sunwood Drive Realignment Project. Due to the future reconstruction of Armstrong Boulevard, Staff recommends that a trail not be constructed along Armstrong Boulevard at this time, to be constructed with the future Armstrong Boulevard interchange.

Permits: The applicant is responsible to secure all required permits for this project; including but not limited to an MPCA NPDES construction permit and a Lower Rum River Watershed Organization permit. Additionally, the contractor performing the work will be required to get a City license and right-of-way permit.

Lighting: The City has not received a lighting plan for review. City standards require that the luminaire (light source) must not be visible from beyond the property line. Any lighting used to illuminate an off-street parking area, sign, or structure shall be arranged to deflect away from County road 5 and Trunk Highway 47. The applicant is responsible for the installation, and 3 years of operations and maintenance, of all boulevard lighting consistent with the Town Center master lighting plan. Please contact Leo Offerman at Connexus Energy to coordinate the installation of the required lighting.

REU Number: This property will be subject to a storm water utility charge based upon the amount of impervious surface on the site. The quarterly charge is dependent upon the number of Residential Equivalent Units (REU) calculated for this property. The REU will be calculated after stormwater calculations are received and reviewed.

Fire Department/Public Safety Review

Reviewer: Matt Kohner, Fire Marshal

mkohner@ci.ramsey.mn.us

763-433-9832

Access:

- The Fire Department access roads require a minimum unobstructed width of 20ft. All roads shown on proposed plan appear to meet requirements
- The proposed building does not have an emergency vehicle access road within 150ft of all exterior portions of the structure, therefore a fire department access road must be provided or the building must be sprinkled.
- The turning radius for emergency vehicles meet code requirements.

Water Flow and Hydrants: The number and location of hydrants meet requirements, however a fire flow test is required to verify available fire flow.

DEVELOPMENT FEES

Development Fee information is included in the review packet for COR TWO.

GENERAL INFORMATION

Additional Review. Due to its location, the request has been forwarded to Anoka County Highway Department for review and comment. Comments will be forwarded to you for review.

-end of report-

CC Regular Session

7. 4.

Meeting Date: 08/13/2012

By: Tim Gladhill, Community Development

Information

Title:

Introduce Ordinance to Vacate Drainage and Utility Easements and Right of Way for Sunwood Drive Within the COR TWO Subdivision located East of Armstrong Boulevard and South of Bunker Lake Boulevard; Case of the City of Ramsey Housing and Redevelopment Authority

Background:

A contingency of approval of the COR TWO plat included vacating certain existing drainage and utility easements, as well as a portion of right of way for Sunwood Drive. The areas to be vacated are indicated on the Preliminary Plat sheets. The request has been reviewed as part of the Preliminary and Final Plat review of COR TWO, and Staff finds the request consistent with said review, contingent upon compliance with the City Staff Review Letter dated July 27, 2012, revised August 9, 2012.

Notification:

In accordance with Minnesota Statute and City Code, Staff attempted to notify all Property Owners within 700 feet of the Preliminary Plat Public Hearing via Standard US Mail, which noted the areas requested to be vacated. City Code requires that all Property Owners within 350 feet of the Property be notified.

Observations:

Easements are being vacated due to the realignment of Sunwood Drive. Proper easements based on the new alignment of Sunwood Drive will be dedicated on the COR TWO plat.

Recommendation:

Staff recommends approval of the ordinance vacating certain drainage and utility easements and right of way for Sunwood Drive within the COR TWO plat.

Funding Source:

Review of the case is being handled as part of regular Staff duties.

Council Action:

Motion to introduce an ordinance vacating certain drainage and utility easements and right of way for Sunwood Drive within the COR TWO plat.

Attachments

[Site Location Map](#)

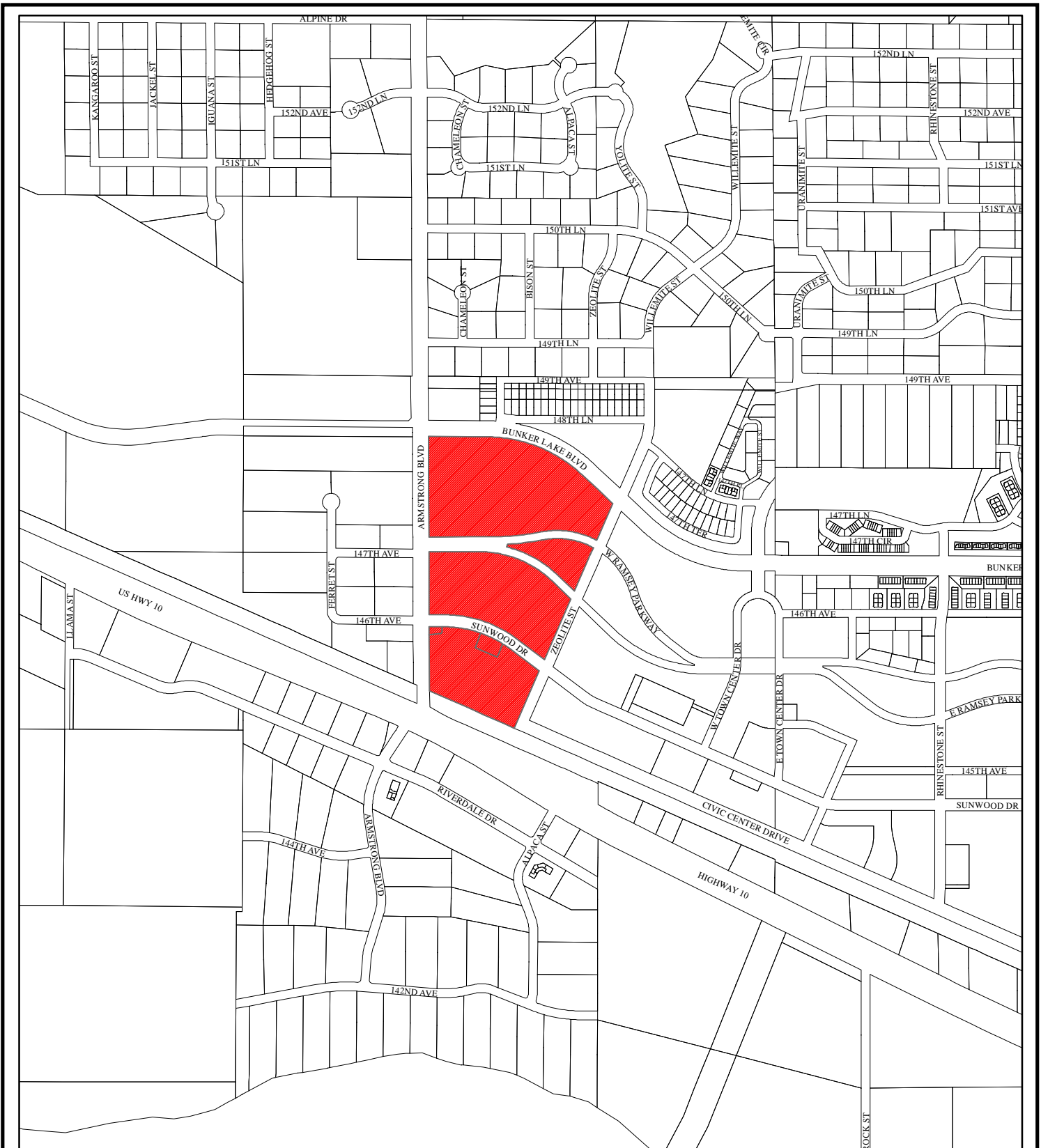
[Preliminary Plat Sheets](#)

[Ordinance](#)

Form Review

Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	08/08/2012 08:36 AM
Kurt Ulrich	Kurt Ulrich	08/09/2012 09:56 AM
Form Started By: Tim Gladhill		Started On: 08/07/2012 04:29 PM

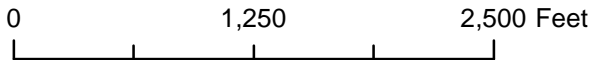
Final Approval Date: 08/09/2012



COR TWO

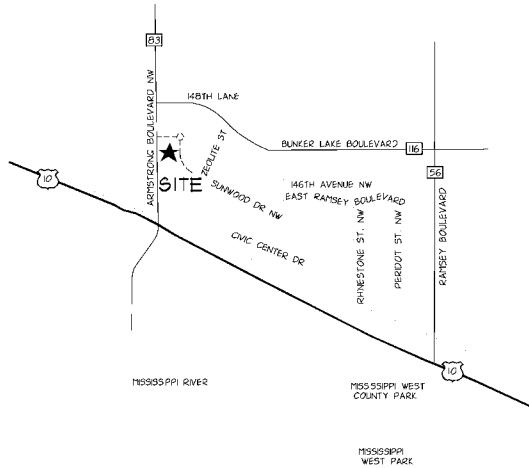
Legend

- Site
- Parcels



RAMSLEY, MN

AREA LOCATION MAP



SUNWOOD RETAIL RAMSEY, MN

DEVELOPER
RAMSEY HRA
7553 SUNWOOD DRIVE
RAMSEY, MN 55303
TEL. (953) 427-1410 • FAX (953) 427-6943

MUNICIPALITY
City of RAMSEY
PROJECT
**SUNWOOD RETAIL
COR TWO**
RAMSEY, MINNESOTA

SHEET INDEX

SHEET	TITLE
C0.1	CIVIL TITLE SHEET
C.1	EXISTING CONDITIONS
C.2	PRELIMINARY PLAN
C.3	FINAL PLAN (SHEET 1 OF 2 SHEETS)
C.4	FINAL PLAN (SHEET 2 OF 2 SHEETS)
C.5	PRELIMINARY SITE PLAN
C.6	GRADING, DRAINAGE, PAVING & EROSION CONTROL UTILITIES

ABBREVIATIONS

D	Di	Joint	JT.
&	And	Lead Feet	L.F.
00 YR.	100 Year Flood Elevation	Local Government Unit	L.G.U.
A.B.	Anchor Bolt	Local Government Unit	L.G.U.
A.D.	Area Drain	Light / Lighting	L.
A/C	Air Conditioning Unit	Maintenance	M.
ADD.	Addendum	Material	MATL.
ADD.	Address	Maximum	MAX.
ADJ.	Adjust / Adjust	Mechanical	MECH.
AHJ	Air Handling Unit	Medical	MED.
ALT.	Alternate	Manufacturer	MAN.
ALUM.	Aluminum	Mechanical	MECH.
ANOD.	Anodized	Manufacturer	MAN.
APPROX.	Approximate	Mechanical	MECH.
ARCH.	Architect / Architectural	Miscellaneous	MISC.
AUTO.	Automatic	Miscellaneous	MISC.
AVG.	Average	Minnesota Department of Transportation	MNDOT
B.C.	Back of Curb	Module / Module	MOD.
B.M.	Benchmark	Million	MILLION
B/W	Bottom of Wall	North	N.
BFS	Basement Floor Elevation	Not In Contract	N.I.C.
BT	Beams (Asph/Flt)	Number	NO. OR #
BUDG.	Budget	Not to Scale	N.T.S.
BUTT.	Butt	Normal Water Elevation	N.W.E.
C.F.	Cubic Feet	Normal Water Level	N.W.L.
C.F.S.	Cubic Feet Per Second	On Center	O.C.
C.G.	Corner Guard	Outside Dimension	O.D.
C.J.	Control Joint	Overhead Electric	O.H.E.
C.M.U.	Concrete Masonry Unit	Overhead High Water Level	O.H.W.L.
C.O.	Caisson	Open	O.P.
C.O.E.	U.S. Army Corps Of Engineers	Open	O.P.
C.Y.	Cubic Yards	Open	O.P.
CB	Catch Basin	Point of Curvature	P.O.C.
CBM	Catch Basin Manhole	Point of Intersection	P.O.I.
CEM.	Cement	Point of Intersection	P.O.I.
CIP	Cast Iron Pipe	Point of Intersection	P.O.I.
CMP	Corrugated Metal Pipe	Point of Intersection	P.O.I.
CONC.	Concrete (Portland)	Point of Beginning	P.O.B.
CONN.	Connection	Pounds Per Square Foot	P.S.F.
CONST.	Construction	Pounds Per Square Inch	P.S.I.
CONT.	Construction	Point of Tangency	P.O.T.
CONTR.	Contractor	Point of Vertical Curvature	P.V.C.
COP.	Copper	Point of Vertical Intersection	P.V.I.
C.P.	Cable	Polyethylene	P.E.
D.S.	Down Spout	Pedestal / Pedestal	P.
DEG.	Degree	Preparation	P.P.
DEMO.	Demolition / Demolish	Project	P.
DEPT.	Department	Proposed	P.P.
DET.	Detail	Proposed	P.P.
DIA.	Diameter	Poly-Vinyl-Chloride (Pvc)	P.V.C.
DIAG.	Diagram	Polyethylene Glycol	P.E.G.
DIAM.	Diameter	Preparation	P.P.
DIP	Ductile Iron Pipe	Project	P.
DN	Down	Proposed	P.P.
DWG.	Drawing	Proposed	P.P.
E.	East	Proposed	P.P.
E.J.	Expansion Joint	Proposed	P.P.
E.O.S.	Emergency Overflow Swale	Proposed	P.P.
E.W.	Each Way	Proposed	P.P.
EA.	Each	Proposed	P.P.
EL.	Elevation	Proposed	P.P.
ELEC.	Electrical	Proposed	P.P.
ELEV.	Elevation	Proposed	P.P.
EMER.	Emergency	Proposed	P.P.
ENGR.	Engineer	Proposed	P.P.
ENTR.	Entrance	Proposed	P.P.
EQ.	Equip	Proposed	P.P.
EQIP.	Equipment	Proposed	P.P.
EQV.	Equivalent	Proposed	P.P.
EXP.	Expansion	Proposed	P.P.
F. & I.	Furnish and Install	Proposed	P.P.
F.B.D.	Full Basement Drain	Proposed	P.P.
F.C.	Face of Curb	Proposed	P.P.
F.D.	Fire Department Connection	Proposed	P.P.
F.D.C.	Fire Department Connection	Proposed	P.P.
F.V.	Field Verify	Proposed	P.P.
FB	Full Basement	Proposed	P.P.
FBWO	Full Basement Walk Out	Proposed	P.P.
FBLO	Full Basement Look Out	Proposed	P.P.
FDN.	Foundation	Proposed	P.P.
FES	Finished End Section	Proposed	P.P.
FEE	Finished Floor Elevation	Proposed	P.P.
FLR.	Floor	Proposed	P.P.
FT. OR ()	Foot	Proposed	P.P.
FUTURE	Future	Proposed	P.P.
G.B.	Grade Break	Proposed	P.P.
G.C.	General Contractor	Proposed	P.P.
GALV.	Galvanized	Proposed	P.P.
G.F.E.	Grade Floor Elevation	Proposed	P.P.
G.	Grade	Proposed	P.P.
GR.	Grade	Proposed	P.P.
H.	Head	Proposed	P.P.
H.P.	High Point	Proposed	P.P.
HDPPE	High Density Polyethylene Pipe	Proposed	P.P.
HCT.	Horizontal	Proposed	P.P.
HORIZ.	Horizontal	Proposed	P.P.
HVAC	Heating, Ventilation, Air Conditioning	Proposed	P.P.
HYP.	Hydro	Proposed	P.P.
ID.	Inside Dimension	Proposed	P.P.
IN. OR ()	Inches	Proposed	P.P.
INF.	Information	Proposed	P.P.
INT.	Interior Elevation	Proposed	P.P.
INSUL.	Insulation	Proposed	P.P.
INV.	Invert Elevation	Proposed	P.P.

SYMBOLS

EXISTING	DESCRIPTION	NEW	DESCRIPTION
---	CONTOUR	---	CONTOUR
---	SPOT ELEVATION	---	SPOT ELEVATION
---	BUILDING	---	BUILDING
---	CANOPY / OVER-HANG	---	UNDERGROUND STRUCTURE
---	CONCRETE	---	RAILROAD
---	CONCRETE CURB	---	CONCRETE
---	EDGE OF PAVEMENT	---	CONCRETE CURB
---	FENCING	---	EDGE OF PAVEMENT
---	GUARD RAIL	---	FENCING
---	CONCRETE RETAINING WALL	---	GUARD RAIL
---	FIELDSTONE RETAINING WALL	---	CONCRETE RETAINING WALL
---	MODULAR RETAINING WALL	---	FIELDSTONE RETAINING WALL
---	SOL BORING	---	MODULAR RETAINING WALL
---	LIGHT POLE	---	DOORWAY
---	TREES	---	LIGHT STANDARD
---	DENOTES TREE LIMITS	---	POWER POLE
---	MANHOLE	---	SLOPE, DIRECTION OF FLOW
---	CATCH BASIN	---	BOLLARD
---	FIRE HYDRANT	---	STORM SEWER
---	WATER VALVE	---	SANITARY SEWER-WASTE
---	FLARED END SECTION	---	FORCE MAIN
---	IRON MONUMENT FOUND	---	ROOF DRAIN COLLECTOR
---	IRON PIPE MONUMENT SET	---	WATER MAIN
---	P.K. NAIL	---	FIRE LINE (IF SEPARATE)
---	POWER POLE	---	FIRE DEPARTMENT CONNECTION
---	GUARD POST	---	DOMESTIC WATER SERVICE
---	UTILITY BOX (TV, TEL, ELEC)	---	CULVERT & END SECTION
---	TRAFFIC BOX	---	GAS LINE
---	GAS METER	---	SOL SUBDRAIN
---	TRAFFIC SIGN	---	ELECTRIC-OVERHEAD
---	GLY WIRE	---	TELEPHONE-OVERHEAD
---	REGISTRAR OF TITLES	---	TELEPHONE-UNDERGROUND
---	COUNTY RECORDER	---	UNDERGROUND CABLE/TV
---	STORM SEWER LINE	---	UNDERGROUND CABLE/TV
---	SANITARY SEWER LINE	---	LAWN SPRINKLER SLEEVE
---	WATER MAIN	---	
---	UNDERGROUND GAS	---	
---	OVERHEAD TELEPHONE	---	
---	UNDERGROUND TELEPHONE	---	
---	UNDERGROUND ELECTRIC	---	
---	OVERHEAD ELECTRIC	---	
---	UNDERGROUND CABLE T.V.	---	
---	OVERHEAD CABLE T.V.	---	
---	WELL	---	
---	RESTRICTED ACCESS	---	
---	NOTE NUMBER	---	
---	DENOTES BITUMINOUS SURFACE	---	

EROSION CONTROL SYMBOLS

SYMBOL	DESCRIPTION
---	SILT FENCE
---	CONSTRUCTION LIMITS
---	INLET PROTECTION

DRAWING SYMBOLS

SYMBOL	DESCRIPTION
---	NOTE REFERENCE
---	PARKING STALL COUNT
---	LARGE SHEET DESIGNATION
---	COORDINATE POINT
---	REVISION - ADDENDUM, BULLETIN, ETC.
---	REVISED AREA (THIS ISSUE)

BENCHMARKS

PROJECT BENCHMARKS:
COR CONTROL POINT: "MAY" CONTROL POINT LOCATED AT S.E. ANGLE POINT OF ZEBULIE STREET & CIVIC CENTER DRIVE ELEVATION = 878.61 (NGVD 29)
TOP NUT OF HYDRANT LOCATED ON SOUTH SIDE OF BUNKER LAKE BLVD APPROX. 600' FROM ARMSTRONG BLVD ELEVATION = 867.96 (NGVD 29)

CITY NOTES

- SITE GRADING, LANDSCAPING AND UTILITY INSTALLATIONS MUST BE COMPLETED AS SHOWN WITHOUT ALTERATION. DEVIATIONS FROM PLANS MUST BE CHECKED AND APPROVED BY THE ENGINEERING DEPARTMENT AND/OR THE PLANNING COMMISSION PRIOR TO S.A.D. CHANGE.
- REQUIRED EROSION CONTROL DEVICES MUST BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS AS SHOWN.
- MAIN JOB-SITE ENTRANCE MUST BE POSTED WITH THE PROJECT ADDRESS SO THAT IT IS CLEARLY VISIBLE FROM THE STREET. JOB-SITE ADDRESS SIGN MUST BE INSTALLED IN PLACE UNTIL FINAL OCCUPANCY.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATION AND MARK ALL EXISTING UTILITIES 48 HOURS BEFORE CONSTRUCTION STARTS. THE ENGINEER, ARCHITECT, OR OWNER DOES NOT GUARANTEE THAT ALL UTILITIES ARE MARKED OR IF MARKED, ARE SHOWN CORRECTLY. CONTACT ONE CALL AT 811 FOR FIELD LOCATING EXISTING UTILITIES. CONTACT UTILITY OWNER IF DAMAGE OCCURS DUE TO CONSTRUCTION.

SHEET INDEX

C0.1	CIVIL TITLE SHEET
C.1	EXISTING CONDITIONS
C.2	PRELIMINARY PLAN
C.3	FINAL PLAN (SHEET 1 OF 2)
C.4	FINAL PLAN (SHEET 2 OF 2)
C.5	PRELIMINARY SITE PLAN
C.6	GRADING, DRAINAGE, PAVING & EROSION CONTROL UTILITIES

REVISION HISTORY

DATE REVISION REVISION

09 JUL 2012 PRELIMINARY SITE PLAN SUBMITTAL CVC

PROJECT MANAGER REVIEW

DATE OF REVIEW

CERTIFICATION

PRELIMINARY SITE PLAN SUBMITTAL
09 JULY 2012

FORM
From Site to Finish

105 South Fifth Avenue Tel: 612-252-9070
Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net

FILE NAME: C001RAM1020.DWG
PROJECT NO: RAM11020

CIVIL TITLE SHEET
C0.1



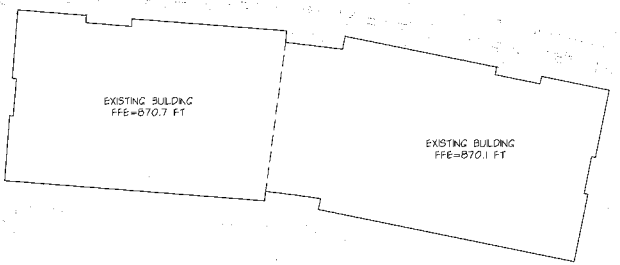
1157.00' ±
1900.82'

ADJACENT BLDG IMPROVEMENTS BY OTHERS

PROPOSED SUNWOOD DRIVE (BY OTHERS)

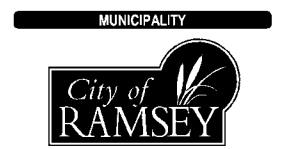
PROPOSED SUNWOOD DRIVE (CONCURRENT CONSTRUCTION BY OTHERS)

PROPOSED ACCESS BY OTHERS (PARK CONCURRENT CONSTRUCTION)



EXISTING CONDITIONS
L. BACKGROUND INFORMATION SHOWN IS FROM SURVEY BY LANDFORM, MINNEAPOLIS, MN, EXPRESSLY FOR THIS PROJECT. CITY OF RAMSEY, MN RECORD DRAWINGS, AND UTILITY SERVICE PROVIDERS. LANDFORM OFFERS NO WARRANTY, EXPRESSED OR WRITTEN, FOR INFORMATION PROVIDED BY OTHERS. EXISTING PROJECT CONDITIONS SHALL BE VERIFIED PRIOR TO BEGINNING CONSTRUCTION. ERRORS, INCONSISTENCIES, OR OMISSIONS DISCOVERED SHALL BE REPORTED TO THE ENGINEER.

DEVELOPER
RAMSEY HRA
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
TEL: (953) 427-1410 • FAX: (953) 427-5943



PROJECT
SUNWOOD RETAIL COR TWO
RAMSEY, MINNESOTA

SHEET INDEX

SHEET	TITLE
C0.1	CIVIL TITLE SHEET
C.1	EXISTING CONDITIONS
C.2	PRELIMINARY PLAN
C.3	FINAL PLAN (SHEET 1 OF 2 SHEETS)
C.4	FINAL PLAN (SHEET 2 OF 2 SHEETS)
C2.1	PRELIMINARY SITE PLAN
C2.2	FINAL PLAN (SHEET 1 OF 2 SHEETS)
C2.3	FINAL PLAN (SHEET 2 OF 2 SHEETS)
C2.4	DESIGN, DRAINAGE, PAVING & EROSION CONTROL UTILITIES

REVISION HISTORY
CONTACT ENGINEER FOR REVISION HISTORY

DATE	REVISION	REVISION
09 JUL 2012	PRELIMINARY SITE PLAN SUBMITTAL	CVC

PROJECT MANAGER REVIEW
BY: CVC DATE: 02/28/12

CERTIFICATION

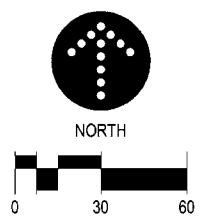
IF THE SIGNATURE, SEAL OR EXAMINER'S DIRECT FACSIMILE SIGNATURE IS NOT REPRODUCED IN THIS SHEET, THIS SHEET HAS BEEN REPRODUCED BEYOND ITS INTENDED READABILITY AND IS NOT TO BE USED AS A VALID DOCUMENT. PLEASE CONTACT THE ENGINEER TO REQUEST A COPY OF THIS SHEET.

PRELIMINARY SITE PLAN SUBMITTAL
09 JULY 2012

FORM
From Site to Finish

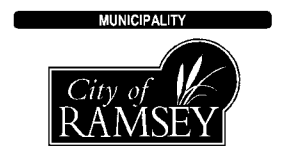
105 South Fifth Avenue Tel: 612-252-9070
Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net

FILE NAME: C101RAM020.DWG
PROJECT NO: RAM12020



EXISTING CONDITIONS
C1.1

DEVELOPER
RAMSEY HRA
 7553 SUNWOOD DRIVE
 RAMSEY, MN 55303
 TEL (953) 427-1410 • FAX (953) 427-5943



PROJECT
SUNWOOD RETAIL
COR TWO
 RAMSEY, MINNESOTA

SHEET INDEX

SHEET	TITLE
C01	CIVIL TITLE SHEET
C02	SECTION COMMENTS
C03	PRELIMINARY PLAT
C04	FINAL PLAT (SHEET 1 OF 2 SHEETS)
C05	FINAL PLAT (SHEET 2 OF 2 SHEETS)
C06	PRELIMINARY SITE PLAN
C07	DETAILED DRAINAGE, PAVING & EROSION CONTROL
C08	UTILITIES

REVISION HISTORY

DATE	REVISION	REVIEW
29 JAN 2012	PRELIMINARY SUBMITTAL	XXX
04 JUL 2012	PRELIMINARY SUBMITTAL	XXX

PROJECT MANAGER REVIEW

BY	DATE

CERTIFICATION

PRELIMINARY SUBMITTAL
 29 JUNE 2012

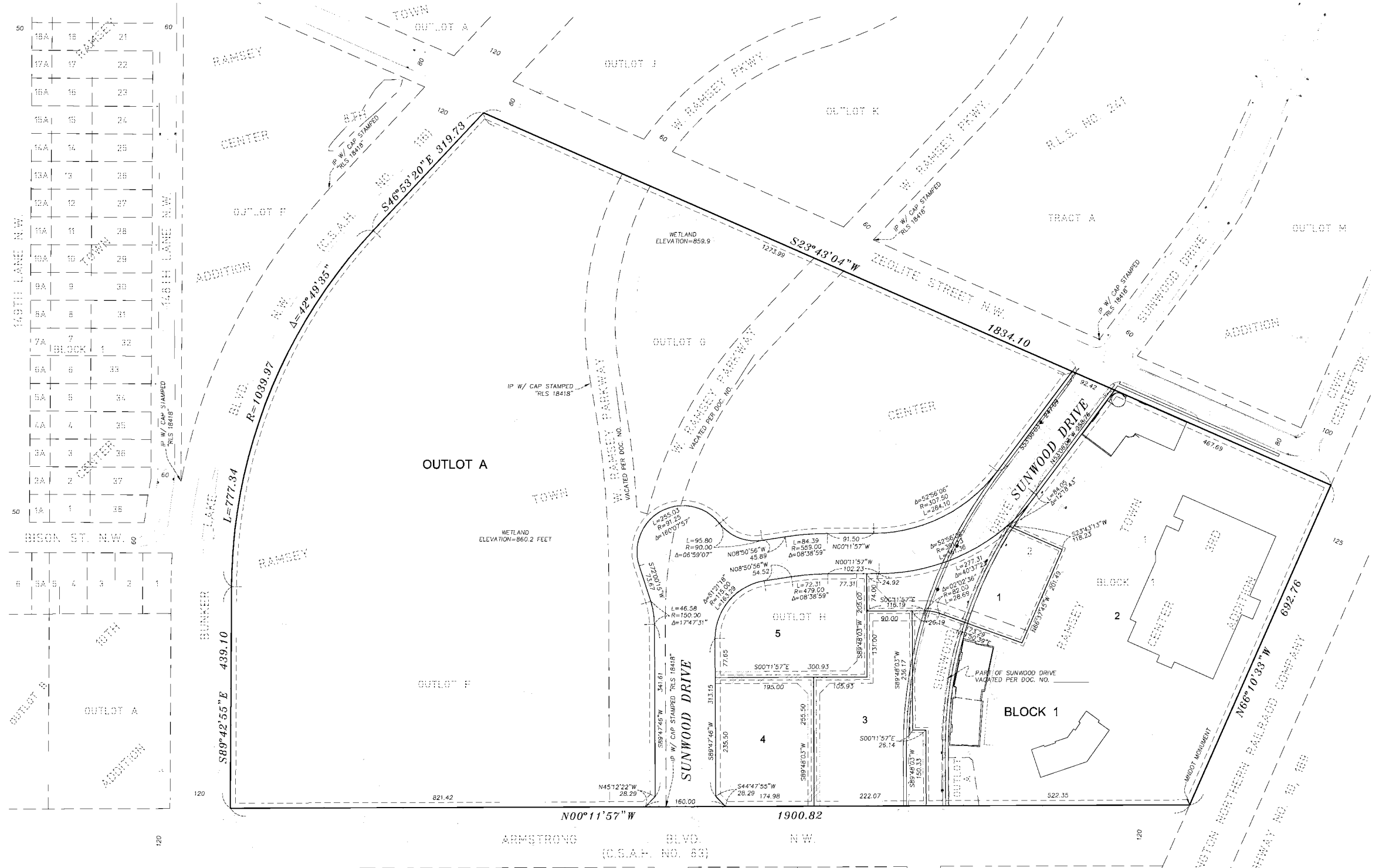
FORM

From Site to Finish

105 South Fifth Avenue Suite 513 Minneapolis, MN 55401
 Tel: 612-252-9070 Fax: 612-252-9077 Web: landform.net

FILE NAME: plat-RAM020
 PROJECT NO: RAM10200

PRELIMINARY PLAT C1.2



EXISTING CONDITIONS

BACKGROUND INFORMATION SHOWN IS FROM SURVEY BY LANDFORM, MINNEAPOLIS, MN, ON DATE XXXX, EXPRESSLY FOR THIS PROJECT. CITY OF RAMSEY, MN RECORD DRAWINGS, AND UTILITY SERVICE PROVIDERS. LANDFORM OFFERS NO WARRANTY, EXPRESSED OR WRITTEN, FOR INFORMATION PROVIDED BY OTHERS. EXISTING PROJECT CONDITIONS SHALL BE VERIFIED PRIOR TO BEGINNING CONSTRUCTION. ERRORS, INCONSISTENCIES, OR OMISSIONS DISCOVERED SHALL BE REPORTED TO THE ENGINEER.

EXISTING LOT AREAS

OUTLOT F, RAMSEY TOWN CENTER	=846,384 SQ. FT. OR 19.43 ACRES
OUTLOT G, RAMSEY TOWN CENTER	=116,200 SQ. FT. OR 2.67 ACRES
OUTLOT H, RAMSEY TOWN CENTER	=928,273 SQ. FT. OR 21.3 ACRES
WEST RAMSEY PARKWAY (TO BE VACATED)	=143,778 SQ. FT. OR 3.30 ACRES
SUNWOOD DRIVE (TO BE VACATED)	=84,003 SQ. FT. OR 1.93 ACRES
LOT 1, BLOCK 1, RAMSEY TOWN CENTER 3RD ADDITION	=389,683 SQ. FT. OR 8.92 ACRES
LOT 2, BLOCK 1, RAMSEY TOWN CENTER 3RD ADDITION	=20,534 SQ. FT. OR 0.47 ACRES
OUTLOT A, RAMSEY TOWN CENTER 3RD ADDITION	=5,071 SQ. FT. OR 0.12 ACRES
TOTAL	=2,132,873 SQ. FT. OR 48.96 ACRES

PROPOSED LOT AREAS

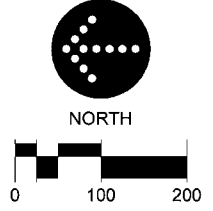
LOT 1, BLOCK 1, COR TWO	= 47,289 SQ. FT. OR 1.09 ACRES
LOT 2, BLOCK 1, COR TWO	= 417,794 SQ. FT. OR 9.59 ACRES
LOT 3, BLOCK 1, COR TWO	= 65,780 SQ. FT. OR 1.5 ACRES
LOT 4, BLOCK 1, COR TWO	= 46,600 SQ. FT. OR 1.06 ACRES
LOT 5, BLOCK 1, COR TWO	= 57,040 SQ. FT. OR 1.31 ACRES
OUTLOT A, COR TWO	= 134,051 SQ. FT. OR 3.07 ACRES
SUNWOOD DRIVE RIGHT OF WAY	= 194,868 SQ. FT. OR 4.50 ACRES
TOTAL	= 2,322,873 SQ. FT. OR 53.06 ACRES

PRELIMINARY PLAT INFORMATION

- PROPOSED PLAT NAME: COR TWO
- EXISTING LEGAL DESCRIPTION: OUTLOT F, G, AND H, RAMSEY TOWN CENTER ADDITION
 LOT 1 AND 2, BLOCK 1, RAMSEY TOWN CENTER 3RD ADDITION
 VACATED WEST RAMSEY PARKWAY LYING BETWEEN ARMSTRONG BLVD. AND ZEEULTE STREET N.W.
 VACATED SUNWOOD DRIVE LYING BETWEEN ARMSTRONG BLVD. AND ZEEULTE STREET N.W.
- OWNER/SUBDIVIDER: RAMSEY HRA
 7553 SUNWOOD DRIVE
 RAMSEY, MN 55303
- DESIGNER/SURVEYOR: LANDFORM
 105 SOUTH FIFTH AVENUE
 SUITE 513
 MINNEAPOLIS, MN 55401
- AREA SUMMARY: SEE AREA TABLES
- EXISTING ZONING: COR-4 AND COR-5
- PROPOSED ZONING: COR-4
- RESIDENTIAL INFORMATION
 AS TO BLOCK 1:
 PROPOSED SINGLE FAMILY RESIDENTIAL WITH 13 LOTS
 APPROXIMATE GROSS DENSITY 14.670 D.J.A.
 APPROXIMATE NET DENSITY 9.933 D.J.A.
 AS TO BLOCK 2:
 PROPOSED SINGLE FAMILY RESIDENTIAL WITH 4 LOTS
 APPROXIMATE GROSS DENSITY 9.018 D.J.A.
 APPROXIMATE NET DENSITY 9.018 D.J.A.

PROPOSED EASEMENTS

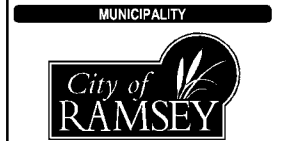
- PROPOSED ACCESS EASEMENT
- PROPOSED SUNWOOD DRIVE RIGHT OF WAY EASEMENT
- PROPOSED SIDEWALK EASEMENT



COR TWO

CITY OF RAMSEY
COUNTY OF ANOKA
Sec. 28, Twp. 32, Rge. 25

DEVELOPER
RAMSEY HRA
7553 SUNWOOD DRIVE
RAMSEY, MN 55303
TEL: (953) 427-1410 • FAX: (953) 427-5943



PROJECT
**SUNWOOD RETAIL
COR TWO**
RAMSEY, MINNESOTA

SHEET INDEX	
SHEET	TITLE
C0.1	CIVIL TITLE SHEET
C.1	SECTION CORNER
C.2	PRELIMINARY PLAN
C.3	FINAL PLAN (SHEET 1 OF 2 SHEETS)
C.4	FINAL PLAN (SHEET 2 OF 2 SHEETS)
C.5	PROLIMINARY SITE PLAN
C.6	DESIGN, DRAINAGE, PAVING & EROSION CONTROL
C.7	UTILITIES

REVISION HISTORY		
CONTACT ENGINEER FOR ANY INFORMATION		
DATE	REVISION	REVISION
29 JUN 2012	PRELIMINARY SUBMITTAL	XXX

PROJECT MANAGER REVIEW	
DATE	DATE
29 JUN 2012	29 JUN 2012

CERTIFICATION

PRELIMINARY SUBMITTAL
29 JUNE 2012

FORM

From Site to Finish

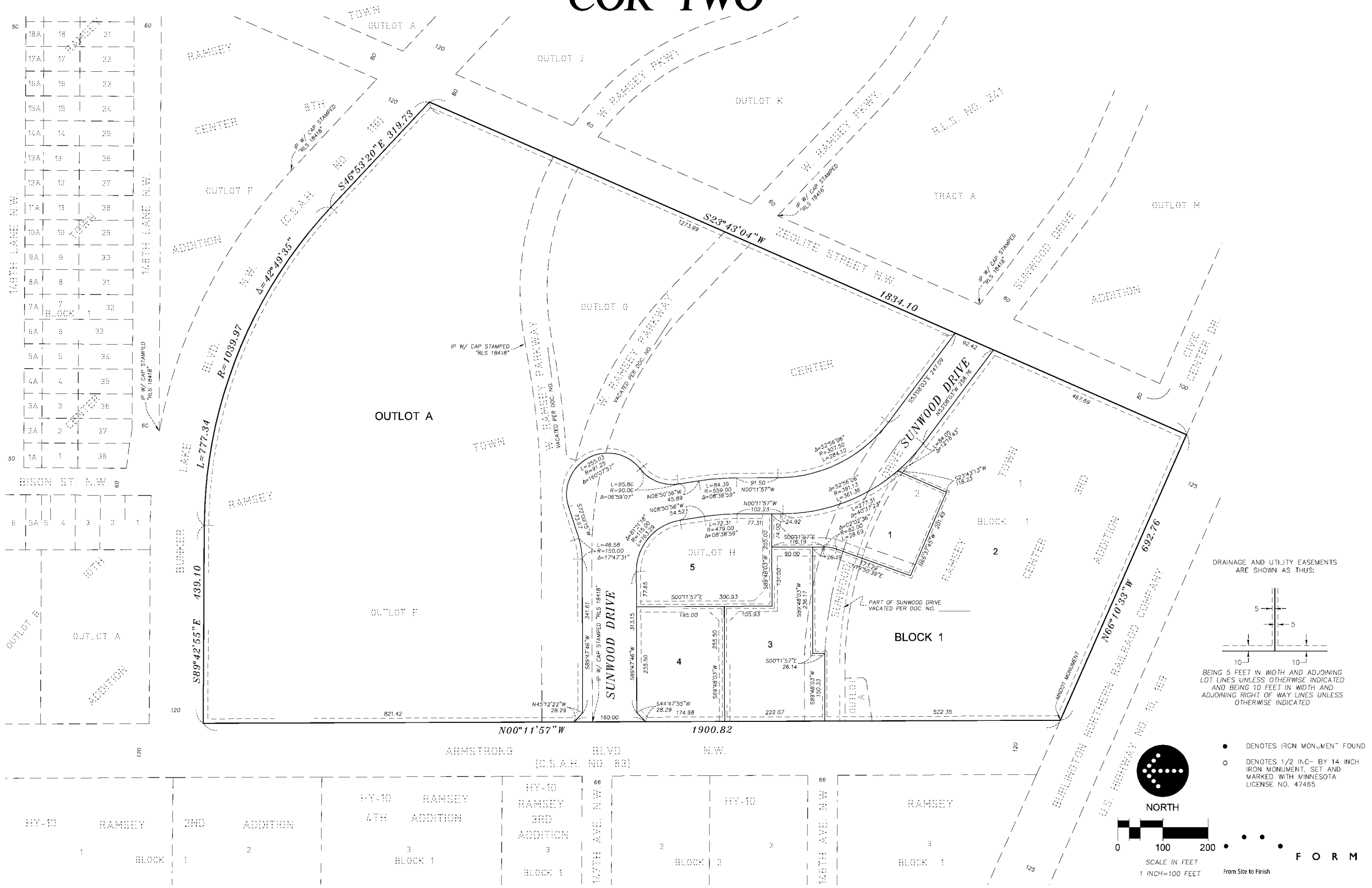
105 South Fifth Avenue Tel: 612-252-9070
Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net

FILE NAME: plat-RAM020

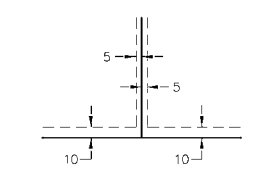
PROJECT NO: RAM12020

FINAL PLAN
SHEET TWO OF TWO SHEETS

C1.4

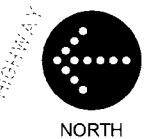


DRAINAGE AND UTILITY EASEMENTS ARE SHOWN AS THUS:



BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES UNLESS OTHERWISE INDICATED AND BEING 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES UNLESS OTHERWISE INDICATED

- DENOTES IRON MONUMENT FOUND
- DENOTES 1/2 IN. BY 14 IN. IRON MONUMENT, SET AND MARKED WITH MINNESOTA LICENSE NO. 47465



18A	18	21
17A	17	22
16A	16	23
15A	15	24
14A	14	25
13A	13	26
12A	12	27
11A	11	28
10A	10	29
9A	9	30
8A	8	31
7A	7	32
6A	6	33
5A	5	34
4A	4	35
3A	3	36
2A	2	37
1A	1	38

HY-10	RAMSEY	2ND	ADDITION	HY-10	RAMSEY	4TH	ADDITION	HY-10	RAMSEY	3RD	ADDITION	HY-10	RAMSEY	14TH AVE. N.W.	HY-10	RAMSEY	146TH AVE. N.W.
1	BLOCK 1	1	2	3	BLOCK 1	3	BLOCK 1	2	BLOCK 2	3	BLOCK 3	3	BLOCK 1				

NOTE: THIS FINAL PLAT SHEET DOES NOT CONFORM TO STATUTORY REQUIREMENTS. THE SHEET SIZE HAS BEEN FORMATTED TO FIT TO THE PAPER SIZE OF THIS SUBMITTAL PACKAGE.

ORDINANCE NO. 12-__

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

AN ORDINANCE VACATING A PORTION OF PLATTED RIGHT-OF-WAY AND A PORTION OF AN EASEMENT FOR DRAINAGE AND UILITY PURPOSES IN THE CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA

The City of Ramsey Ordains:

SECTION 1. AUTHORITY

This ordinance is adopted pursuant to and under the authority of the Home Rule Charter of the City of Ramsey, Section 12.06 and Minnesota Statutes 412.851

SECTION 2. VACATION

The following described platted right-of-way is hereby vacated, to-wit:

That part of Sunwood Drive NW as dedicated on the recorded plat of RAMSEY TOWN CENTER, Anoka County, Minnesota, described as follows:

Insert legal description here.

-and-

The following described drainage and utility easement is hereby vacated, to-wit:

Insert legal description here.

SECTION 3. EFFECTIVE DATE

This Ordinance becomes effective thirty (30) days after its publication subject to the City Charter Section 5.07.

PASSED by the City Council of the City of Ramsey this the ___ day of _____, ____.

Mayor

ATTEST:

City Administrator

Introduction Date:

Posting Dates:

Adoption Date:

Publication Date:

Effective Date:

Meeting Date: 08/13/2012

By: Tim Gladhill, Community Development

Information

Title:

Adopt Ordinance to Establish Game Fair Off-Street Parking Overlay District

Background:

Each year in August, Armstrong Kennels hosts a large event over two (2) weekends. The event is approved through a Conditional Use Permit approved by the City. The Subject Property that hosts the Game Fair only provides off-street parking for vendors of the event. Spectator parking has historically been provided through a combination of parking available at Central Park (with shuttle service provided by the Ramsey Lions) and adjacent residential units.

Since the event is only held over two (2) weekends throughout the year, Staff is in support of a temporary waiver of the City's off-street parking ordinance in regard to surfacing requirements. In this area, surfacing would normally need to be a minimum of Class V, asphalt, or concrete. In addition, the City's off-street parking ordinance limits the number of items allowed to be stored outside. Staff has explored options to officially grant a temporary waiver to the geographic area surrounding the Game Fair during the event.

The Planning Commission reviewed the case at their July 12th Regular (re-scheduled) Meeting and recommended approval of the Ordinance.

Notification:

The Notice of Public Hearing was published in the Anoka County Union.

Observations:

Although Staff does not receive a large number of complaints about the parking situation during the event, Staff does receive concern from time to time during enforcement of other off-street parking violations that the City does not fairly and equitably enforce the off-street parking ordinance during the Game Fair. In order to ensure that the Property Owners providing off-street parking for spectators are not in violation of the technical terms of the ordinance, Staff has begun to research options to provide for this exemption to remain with past practice.

The proposed ordinance establishes a Zoning Overlay District that will provide an exemption to off-street parking regulations relating to surfacing and number of items during the operating hours of the Game Fair. The area of the overlay is delineated on the attached map. Staff noted the previous City Council discussion on expanding the area of the overlay district. The Planning Commission did not recommend any changes to the map. However, the Planning Commission did note that allowing for this temporary exemption to the off-street parking requirements helps reduce potential safety concerns by limiting the distance attendees have to walk (especially along and/or across Armstrong Blvd) to the Game Fair.

The ordinance was introduced at the July 24, 2010 City Council Meeting, and is now eligible for adoption.

Recommendation:

The Planning Commission recommended approval of the Ordinance establishing the GF Game Fair Off-Street Parking Overlay District.

Funding Source:

The Ordinance is being prepared as part of regular Staff duties.

Council Action:

Motion to waive the City Charter requirement to read the ordinance aloud -AND- adopt the ordinance establishing the Game Fair Off-Street Parking Overlay District.

Roll Call Vote:

- Councilmember Strommen
- Councilmember Tossey
- Councilmember Backous
- Councilmember Wise
- Councilmember McGlone
- Councilmember Elvig
- Mayor Ramsey

Attachments

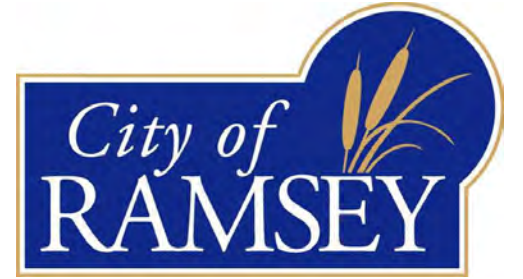
Overlay District Map

Planning Commission Memo

Proposed Ordinance

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Tim Gladhill	08/08/2012 07:36 AM
Tim Gladhill (Originator)	Tim Gladhill	08/08/2012 07:37 AM
Kurt Ulrich	Kurt Ulrich	08/09/2012 09:57 AM
Form Started By: Tim Gladhill		Started On: 08/08/2012
Final Approval Date: 08/09/2012		



Off Street Parking Overlay District

Game Fair

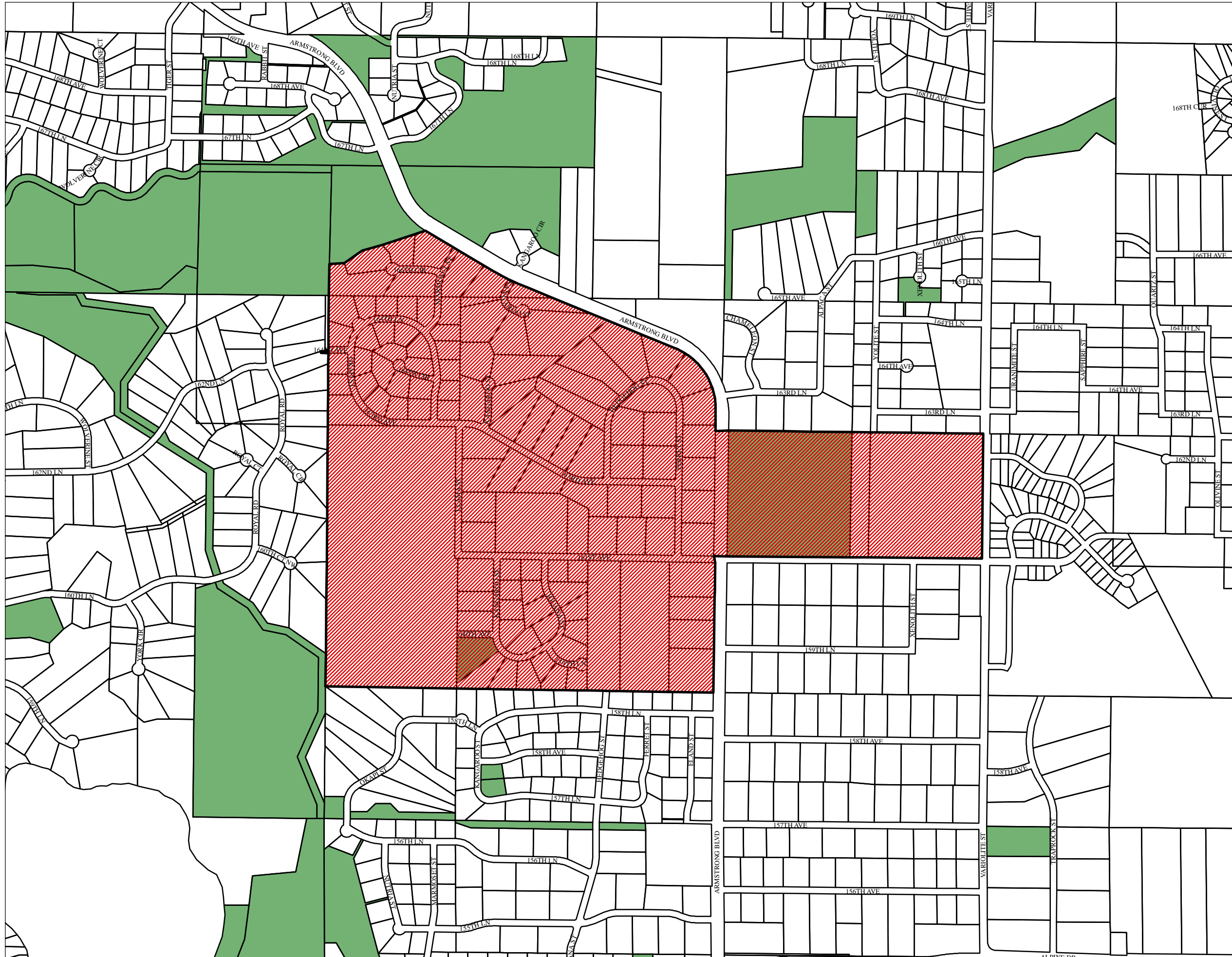
-  Overlay
-  Parks



0 300 600 1,200 Feet

This map has been compiled using information gathered from various governmental offices and other sources and is to be used for reference purposes only. It is neither a legally recorded map nor a survey and is not intended for use as one. The Geographic Information System (GIS) data used to develop this map is not warranted by the City as being error-free. The City does not represent that the GIS data can be used for exact measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact (763) 427-1410.

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



Meeting Date: 07/12/2012

By: Tim Gladhill, Community Development

Information

Title:

PUBLIC HEARING: Consider GF Game Fair Off-Street Parking Overlay District

Background:

Each year in August, Armstrong Kennels hosts a large event over two (2) weekends. The event is approved through a Conditional Use Permit approved by the City. The Subject Property that hosts the Game Fair only provides off-street parking for vendors of the event. Spectator parking has historically been provided through a combination of parking available at Central Park (with shuttle service provided by the Ramsey Lions) and adjacent residential units.

Since the event is only held over two (2) weekends throughout the year, Staff is in support of a temporary waiver of the City's off-street parking ordinance in regard to surfacing requirements. In this area, surfacing would normally need to be a minimum of Class V, asphalt, or concrete. In addition, the City's off-street parking ordinance limits the number of items allowed to be stored outside. Staff has explored options to officially grant a temporary waiver to the geographic area surrounding the Game Fair during the event.

Notification:

The Notice of Public Hearing was published in the Anoka County Union.

Observations:

Although Staff does not receive a large number of complaints about the parking situation during the event, Staff does receive concern from time to time during enforcement of other off-street parking violations that the City does not fairly and equitably enforce the off-street parking ordinance during the Game Fair. In order to ensure that the Property Owners providing off-street parking for spectators are not in violation of the technical terms of the ordinance, Staff has begun to research options to provide for this exemption to remain with past practice, if the City Council chooses continue said arrangement.

Staff researched the City of Saint Paul, and how that city handles a similar situation surrounding the State Fair. Staff would recommend establishing an Overlay District that would allow for a temporary exemption from the City's standard off-street parking ordinance. The ordinance proposes to delineate an area that the ordinance would apply to. The ordinance proposes to reiterate Building Code requirements that parking cannot occur on top of a private septic system. For clarification, Staff would only recommend establishing the district to clarify the exemption, but would not recommend any additional permits or licenses at this time. A map depicting the proposed overlay district is attached for review.

Many other special events are reviewed as part of the Special Events Permit, and parking is handled on site, either through existing prepared surfaces or grassy area. The Special Events Permit can be expanded to adjacent properties as well. As the Game Fair is a larger event and does not have sufficient space of on-site, off-street parking due to the large success of the event, parking is being provided by a number of adjacent property owners. Rather than having each individual Property Owner apply for a Special Events Permit, or require that the Game Fair apply on behalf of all Property Owners, the overlay district concept simply providing for an exemption may be the most efficient means without creating additional requirements.

City Council reviewed the proposed ordinance. Since the City Council discussion will occur after this agenda is published, Staff will provide a verbal update at the meeting.

Funding Source:

Preparation of the proposed ordinance is being handled as part of regular Staff duties.

Staff Recommendation:

Staff recommends approval of the proposed ordinance.

Committee Action:

Motion to recommend that the City Council adopt the resolution establishing the GF Game Fair Off-Street Parking Overlay District.

Attachments

Overlay District Map

Proposed Ordinance

Form Review

Inbox	Reviewed By	Date
Tim Gladhill (Originator)	Tim Gladhill	07/05/2012 12:52 PM
Form Started By: Tim Gladhill		Started On: 07/03/2012 04:19 PM
	Final Approval Date: 07/05/2012	

ORDINANCE #12-__

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

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

AN ORDINANCE AMENDING SECTION 117-355 (RESIDENTIAL DEVELOPMENT OFF-STREET PARKING) OF THE RAMSEY CITY CODE.

The City of Ramsey ordains:

SECTION 1 AUTHORITY

This ordinance is adopted pursuant to and under the authority of the City Charter of the City of Ramsey.

SECTION 2 AMEND

Section 117-355 of the Ramsey City Code is hereby amended to include the following text:

- (f) The "GF game fair parking overlay district," is established as shown on the official zoning map accompanying this code. Notwithstanding the provisions of section 117-355 to the contrary, game fair parking on residentially zoned property may be permitted in required side and front yards only during the period of the annual "Game Fair" conducted by Armstrong Kennels.

SECTION 3 SUMMARY

The following official summary of Ordinance #12-__ has been approved by the City Council of the City of Ramsey as clearly informing the public of the intent and effect of the Ordinance.

It is the intent and effect of Ordinance #12-__ to amend Ramsey City Code Chapter 117 (Zoning and Subdivision of Land) Section 117-355 (Residential development off-street parking) to provide for off-street parking in the front and side yard of residentially zoned properties within the overlay district. The Game Fair is an important community event drawing a number of spectators, resulting in a unique requirement for off-street parking in order to ensure public streets are kept clear to allow for traffic flow and pedestrian safety. Due to the infrequent nature and need for this temporary parking situation, it is appropriate to allow parking within the front and side yard without typical concern of aesthetics and erosion.

S SECTION 4. EFFECTIVE DATE.

This Ordinance shall become effective 90 days after its passage and publication subject to the provisions of Minnesota Statutes §410.12, Subd. 7.

PASSED by the City Council of the City of Ramsey, Minnesota, the ___ day of ____, 2012.

Mayor

ATTEST:

City Clerk

Date recommend by Planning Commission:

City Council Introduction date:

Posting dates:

Public hearing publication dates:

Public hearing date: _

Adoption date:

Publication date:

Effective date:

CC Regular Session

7. 6.

Meeting Date: 08/13/2012

Submitted For: Kurt Ulrich

By: Bill Goodrich, Administrative Services

Information

Title:

Introduce Ordinance for the sale of Outlot A, Ramsey Town Center 3rd Addition.

Background:

The City owns Outlot A, Ramsey Town Center 3rd Addition. The COR development manager has determined that this small parcel should be platted along with the COR Two plat and conveyed to one of the commercial owners of the plat. In order to do a sale, per City Charter the City needs to adopt an ordinance authorizing the lot's sale.

Observations:

Staff recommends introduction and subsequent adoption of a sale ordinance authorizing the sale of Outlot A, Ramsey Town Center 3rd Addition in order to facilitate the platting of COR Two and the development of the COR.

Funding Source:

NA

Council Action:

Motion to introduce an Ordinance providing for the sale of Outlot A, Ramsey Town Center 3rd Addition, Anoka County, Minnesota

Attachments

Ordinance

Form Review

Inbox
Kurt Ulrich

Reviewed By
Kurt Ulrich

Date

08/09/2012 12:04 PM

Form Started By: Bill Goodrich

Started On: 08/08/2012 03:35 PM

Final Approval Date: 08/09/2012

ORDINANCE #12-____

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

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN CITY OWNED
PROPERTY LOCATED IN THE CITY OF RAMSEY.**

The City of Ramsey Ordains:

SECTION 1. PURPOSE

It is the purpose of this Ordinance to authorize the City to sell certain City owned real property which property the City Council has determined is no longer necessary for the City's purposes. This ordinance is adopted pursuant to and under the authority of Section 12.5 of the City Charter.

SECTION 2. SALE AUTHORIZATION

The City Council hereby authorizes the sale of the following legally described real property owned by the City:

Outlot A, Ramsey Town Center 3rd Addition, Anoka County, Minnesota

SECTION 3. TERMS OF SALE

The City Council shall by a properly enacted resolution determined the consideration and terms upon which the above described property may be sold.

SECTION 4. EFFECTIVE DATE

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

PASSED by the City Council of the City of Ramsey, Minnesota, the ____ day of August 2012.

Mayor

ATTEST:

City Clerk

Introduction date: August 13, 2012

Posting dates: _____

Adoption date: _____

Publication date: _____

Effective date: _____

CC Regular Session

7. 7.

Meeting Date: 08/13/2012

Submitted For: Kurt Ulrich

By: Bill Goodrich, Administrative Services

Information

Title:

Consider entering into a purchase agreement for the property located at 14590 Armstrong Blvd., Ramsey, Minnesota known as Wiser Choice Liquors. - **PORTIONS OF THIS DISCUSSION MAY BE CLOSED TO THE PUBLIC**

Background:

Earlier this spring the Council authorized an appraisal of the Wiser Choice Liquor site and subsequently authorized the acquisition of this property for future Hwy 10/Armstrong Blvd. interchange purposes and a small part of the property is also needed for the Sunwood Drive Realignment Project and acquisition of this property facilitates sale of a site in the COR for relocation of the liquor store.

Observations:

Staff has negotiated with M&W Holding Company, LLC owner of the current liquor store site and would like to review the terms of a proposed Agreement with the Council. Pursuant to Minn. Stat. §13D.05 Subd. 3(c), the City Council may close portions of the meeting to develop offers for the purchase of real property. Staff recommends that portions of the meeting be closed to discuss the offer to purchase details. Assuming the Council agrees upon a final offer in the closed meeting, the actual purchase price must be approved at an open meeting and the purchase price is public data. If a final agreement is agreed upon, the meeting will be opened and a motion at the open meeting approving the actual purchase agreement will be required.

Funding Source:

Previously approved Sunwood Drive Alignment Funding Package.

Council Action:

Motion to close the meeting to consider/develop a final offer to purchase the real property located at 14590 Armstrong Blvd., the closed meeting is authorized pursuant to Minn. Stat. 13D.053(c).

-and-

Motion to purchase the project at 14590 Armstrong Blvd. for the amount of \$_____ and upon the terms and conditions of the attached purchase agreement, subject to final approval of the City Attorney as to legal form.

Form Review

Inbox
Kurt Ulrich

Reviewed By
Kurt Ulrich

Date
08/09/2012 12:04 PM
Started On: 08/08/2012 11:48 AM

Form Started By: Bill Goodrich

Final Approval Date: 08/09/2012