City of Ramsey
Agenda
Regular City Council
Tuesday March 26, 2013
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

1. Call to Order

2. Presentation

1. Presentation: Metropolitan Council Representative Mr. Ed Reynoso
   Ramsey's representative on the Metropolitan Council, Mr. Ed Reynoso, would like to make a brief presentation, following-up on this evening's work session discussion.

2. Recognize Park and Recreation Commission Chair, Melody Shryock's Service to the Community, and her receipt of the Minnesota Recreation and Park Association Board and Commission Award

3. Staff would like to review the City's new Citizen Request Management (CRM) service with the Council and the public.
   Staff will make a presentation at the meeting. For reference, here is a link to the product: http://cityoframsey.com/requestandresponse. Attached is additional supporting information.

3. Citizen Input

4. Consent Agenda

1. Consider Revised Development Agreement and Development Permit for NORTHGATE ADDITION located at 7295 Sunwood Drive NW; Case of Northgate Church, Inc.

2. Adopt Resolution #13-03-063 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of March 7, 2013 through March 20

3. Adopt Resolution #13-03-065 To Approve A 2-Year Labor Agreement with the American Federation of State, County, and Municipal Employees (AFSCME)

4. Adopt Resolution 13-03-062 Proclaiming May 18, 2013 as Arbor Day and the Month of May as Arbor Month.

5. Adopt Resolution #13-03-060 Authorizing Final Payment to Knutson Construction for IP 10-22 Ramsey Municipal Parking Ramp, Phase II

6. Adopt Resolution #13-03-061 Authorizing Partial Payment to Julian M Johnson Construction Corp for IP 12-24; 2012 Storm Sewer Improvements Division B

7. Report from the Personnel Committee - March 12, 2013

1) Resolution to Hire a City Engineer and to Approve a Transition Period with the Engineering Consultant: *This case was approved by the City Council after the Personnel Committee made their recommendation earlier in the evening of March 12. No further action is necessary.*

2) Resolution to Approve a Two-Year Labor Agreement with LELS-Patrol and LELS-Sergeants: *Adopt Resolution #13-03-064 to Approve a Two-Year Labor Agreement with LELS-Patrol and LELS-Sergeants*

5. Approve Agenda

6. Public Hearing

7. Council Business

1. Consider Request for Local Contribution from MWF Properties for Apartment Development in The COR and Provide Staff Direction on Potential Sources

2. Select Architect and Approve Process for Elmcrest Park's Community Building

3. Consider Lease Agreement with East Side Oil Companies

4. Consider Offer to Purchase City Owned Property Located at 14280 Azurite Street NW (PORTIONS MAY BE CLOSED TO THE PUBLIC)

8. Mayor/Council/Staff Input

9. Adjournment

CC Regular Session **2. 1.**

Meeting Date: 03/26/2013

Information

Title:

Presentation: Metropolitan Council Representative Mr. Ed Reynoso

Background:

Ramsey's representative on the Metropolitan Council, Mr. Ed Reynoso, would like to make a brief presentation, following-up on this evening's work session discussion.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/21/2013 04:32 PM

Form Started By: Kathy Schmitz Started On: 03/21/2013 02:12 PM

Final Approval Date: 03/21/2013

CC Regular Session **2. 2.**

Meeting Date: 03/26/2013

Information

Title:

Recognize Park and Recreation Commission Chair, Melody Shryock's Service to the Community, and her receipt of the Minnesota Recreation and Park Association Board and Commission Award

Background:

Attachments

B and C Award

Pic 1 Melody Award

Pic 2 Melody Award

Pic 3 Melody Award

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/21/2013 04:00 PM

Form Started By: Mark Riverblood Started On: 03/21/2013 12:57 PM

Final Approval Date: 03/21/2013

MINNESOTA RECREATION AND PARK ASSOCIATION

2011 Professional Awards
Nomination Form

Nominee's/Agency's Information:

Award Category:	**Park & Recreation Board and Commission Award**				
Name:	Melody Shryock				
Address:	7550 Sunwood Drive NW	City:	Ramsey	Zip:	55303
Agency:	City of Ramsey Park and Recreation Commission				
Email:	mkshryock@juno.com	Work Phone:	612 423 5492		

Nominator's Information:

Name:	Mark Riverblood				
Address:	7550 Sunwood Drive NW	City:	Ramsey	Zip:	55303
Agency:	City of Ramsey				
Email:	mriverblood@ci.ramsey.mn.us	Work Phone:	763 238 1733		

Please write a paragraph detailing why you think the person is deserving of the award based on the award background and criteria. Also please be as detailed as possible in your narrative.

Ms. Melody Shryock is deserving of the MRPA Board and Commission Award for her leadership and advocacy for parks and recreation in the city of Ramsey and for the magnitude of capital improvements and new programs delivered in part by her effective, yet gentle persistence and presence.

Melody was appointed to the Commission a decade ago, and immediately her talents and experience in urban planning were apparent as the community began to prepare for, and design the city's master planned pedestrian oriented downtown, entitled 'The COR' (for City Of Ramsey, or Center Of Ramsey). Since then, these plans are coming to fruition, including the 2010 completion of the 7-acre, 3 million dollar park named 'The Draw' which includes a gorgeous lined storm water pond that also supplies the irrigation for the park, adjoining ballfield and amphitheater. Programming kicked off promptly with a diversity of concerts and events including a radio controlled boat show. The most recent event was this fall, with an end of programming Park Patron Picnic, where Chair Shryock organized the Commission to grill food for 350 residents while BOB FM broadcasted live from the amphitheater and announced the drawing of prizes concurrent with the Farmers Market (that is also at this shared location on Thursday evenings, and another new addition to the community).

Since being appointed to the Commission, then ascending to Vice-Chair, then by unanimous support of her colleagues to Chair; she steadfastly and patiently negotiated with developers for prudent park and trail dedications – both land and cash. Often deftly reframing matters; putting controversial topics in the proper perspective, effectively defusing highly-charged emotions – resulting in less confrontational discussions and more fully-considered decisions for the public benefit. A *partial* listing of the last decades' improvements and programs Melody, her Commissioners, and Council delivered to residents includes:

~ Ramsey's first all concrete skate park.
~ Ramsey's first off-leash park, with pet fountain and 3-acre irrigated fenced yard – paid for by charitable gambling proceeds.

~ Ramsey's first natural resource-based 11-acre park on a lake – funded and constructed in the first year of the Great Recession.
~ A wildly popular self-serve canoe and kayak system (FREE!) on Sunfish Lake.
~ Free public bicycle use for county residents at City Hall.
~ A 'net-lawn' irrigated athletic field that serves The COR residents, a charter school, and the youth athletic program, and doubles as overflow parking.
~ A quarter mile long boardwalk connecting the central portion of the city to the rest of the 40 + mile trail system.
~ Several playground renovations, including interpretive signage.
~ The addition of drinking fountains with pet attachments and 'misters' for parks with municipal water service.
~ An irrigated volunteer-run community garden – that reduces the city's maintenance cost for the city owned land.
~ A $400,000 architecturally grand pavilion at Ramsey's 45- acre premier park, paid for by the Lion's.
~ Significant additions to the Trott Brook Greenway through a $500,000 appropriation from the LCCMR for conservation and trail easements.
~ Continued progress on the Mississippi Trail including receiving a Federal grant to extend the trail from Anoka, west to the Regional Park in Ramsey.
~ A new boat landing and fishing pier on the Mississippi River in this same Regional Park.

Chair Shryock's contributions and accomplishments of course are many more than listed here, and continue. Melody is deserving of the Board and Commission Award for her unwavering leadership, and as an example of courageous public service. Even during the period when she was battling cancer (successfully), she remained engaged and committed to influencing public policy and the appropriate allocation of funding for park and recreational improvements.

Melody represents the embodiment of citizen public service – whether in the examples above, or for her contributions to larger community planning, the Comp Plan, Ramsey's Environmental Expo and other endeavors, opportunities and processes. During the local political campaign season she can be seen riding her bicycle on the trails and in neighborhoods, as a modern-day Town Crier – cheerfully delivering the message that parks and recreation are an *essential service*, and a critical part of Minnesota's high quality of life. Melody Shryock not only superbly 'talks the talk', she literally 'walks-the-walk'!

EXIT

Minnesota Recreation and Park Association

Award

Board and Commission

Presented To

MELODY SHRYOCK

For your contributions to public policies, financing, and delivery of high quality recreation and park services that have enriched the lives of the people in your community

2011

ELEVATOR ROOM

Minnesota Recreation and Park Association

Award

Board and Commission

MELODY SHRYOCK

CC Regular Session **2. 3.**

Meeting Date: 03/26/2013

Information

Title:

Staff would like to review the City's new Citizen Request Management (CRM) service with the Council and the public.

Background:

Staff will make a presentation at the meeting. For reference, here is a link to the product: http://cityofframsey.com/requestandresponse. Attached is additional supporting information.

Attachments

CRM Background Information

Internal Use of CRM

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/21/2013 03:48 PM

Form Started By: Patrick Brama Started On: 03/20/2013 02:43 PM

Final Approval Date: 03/21/2013

CRM

The following information is an overview of a new software system the City will be implementing over the coming months. The purpose of this system is to equip the City with the ability to track/manage customer requests along with a number of internal requests (i.e. IT HelpDesk and Building Maintenance). This software solution is known as citizen request management (CRM).

WHAT IS CRM?

CRM allows customers (internal or external) to make a request/inquiry online or over the phone. After a request is placed within the CRM program, both staff and the citizen have the ability to track the request. The party making a request receives an automated confirmation email. Requests are automatically routed to the appropriate staff person. If a request is not filled within a specified time period, staff is notified/reminded. CRM also includes the ability to list FAQs/Answers along with customer feedback surveys. CRM provides customers with the ability to contact the City and access FAQs/answers 24/7. Finally, CRM allows requests to be tagged with a location, pictures and attachments (documents).

WHAT ARE THE BENEFITS OF CRM?

CRM benefits citizens by providing transparency, ease-of-mind and professional customer service. CRM benefits the City by increasing efficiencies, increasing the quality of customer service provided by the City and by providing a method to better quantify/manage services provided by the City.

BACKGROUND, WHY IS THE CITY PURSUING CRM?

As part of the 2012 City Council Strategic planning process, pursing efficiencies and improving customer service through the use of technology was identified as a priority. Staff and Council discussed the potential use of Citizen Request Management (CRM) software as a solution. The City Council voted in late June to purchase CRM services from a company known as GovQA.

HOW DOES CRM WORK?

CRM is a software solution that City accesses remotely. Meaning, the software actually runs off an external server (i.e. a computer in Chicago). City employees are granted log in IDs/passwords (similar to Laserfiche/agenda quick). Employees have the ability to view the system on the back end (i.e. view the status of requests, respond to requests, run reports, add attachments, develop FAQs, etc.).

Citizens (along with employees) can use CRM via a portal located on the City website. This portal is where a citizen can submit/track a request and view FAQ/Answers. Minnetonka is a good example:
http://mygovhelpadmin.us/MINNETONKAMN/_cs/SupportHome.aspx

Employee Intranet HelpDesk

USER GUIDE

Purpose of this Communication

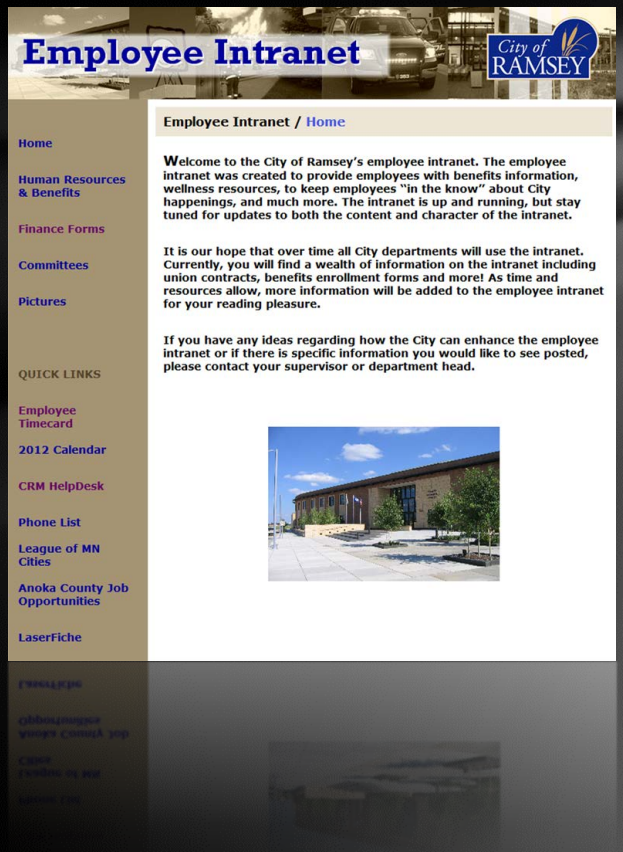
Provide direction on how to use the City's internal CRM product called: "**Employee Intranet HelpDesk**"

Reminder: the purpose of the "Employee Intranet HelpDesk" is to provide an avenue for Staff to submit IT and Building Maintenance service requests.

Step 1: Access Employee Intranet

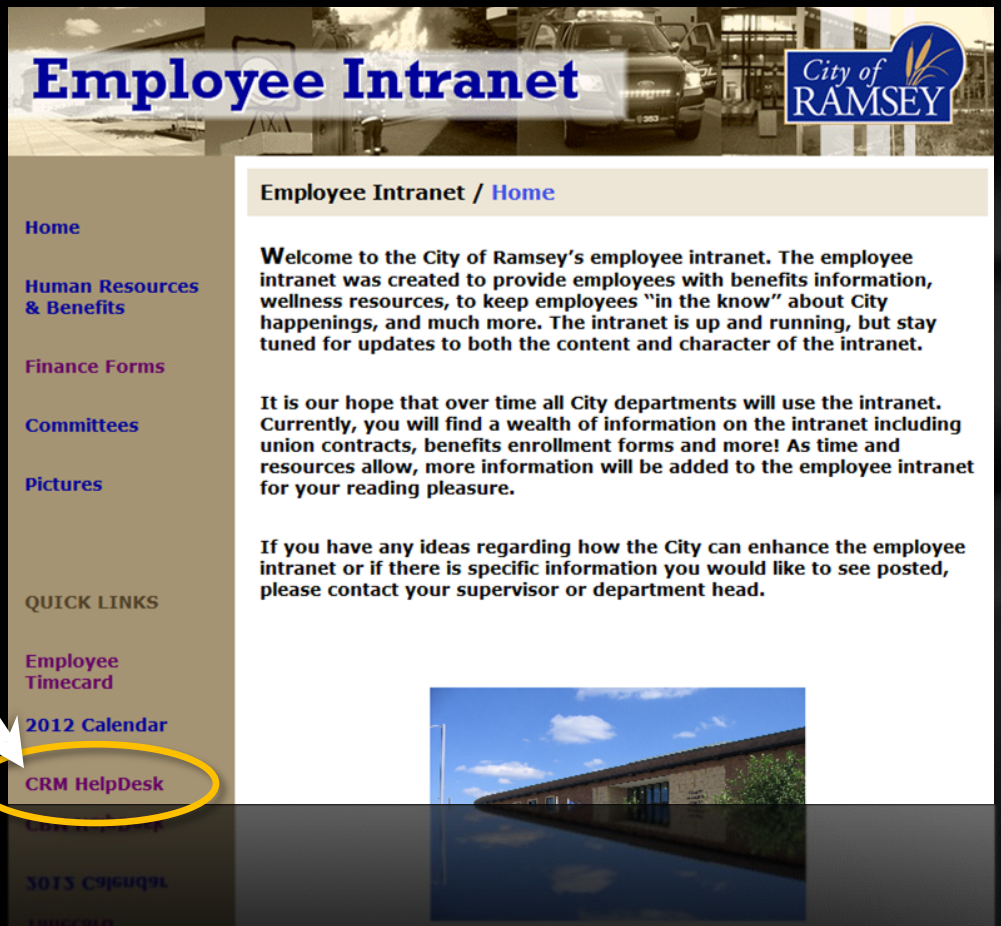
To access the "Employee Intranet HelpDesk" go to the City's Employee Intranet Site--

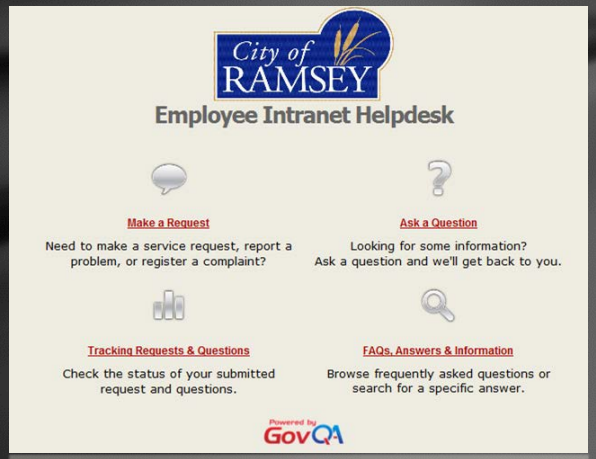
intranet.ci.ramsey.mn.us



Step 2: Access CRM HelpDesk

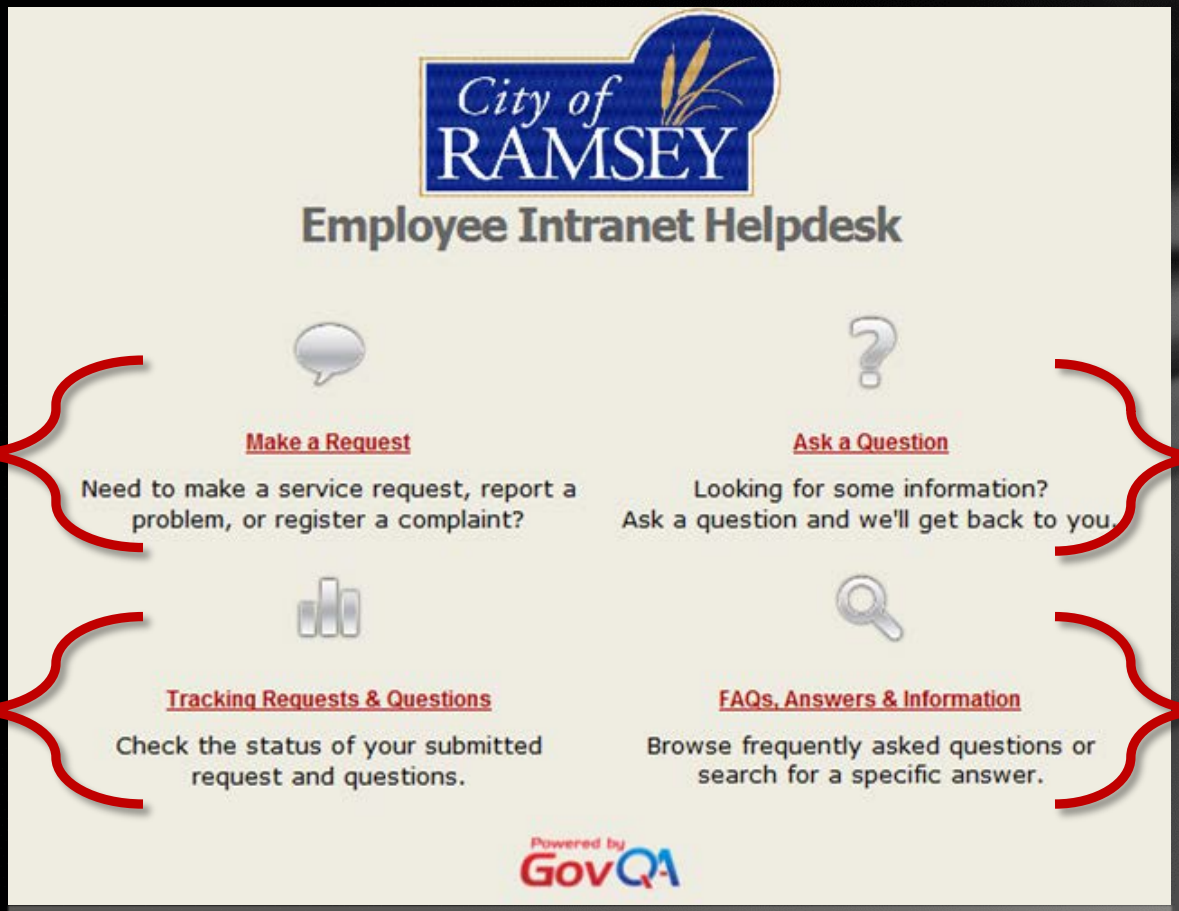
Click on "CRM HelpDesk"-





Employee Intranet HelpDesk

Before we move forward, please orientate yourself to the four major components of the Employee Intranet HelpDesk--



EXAMPLES NEXT PAGE

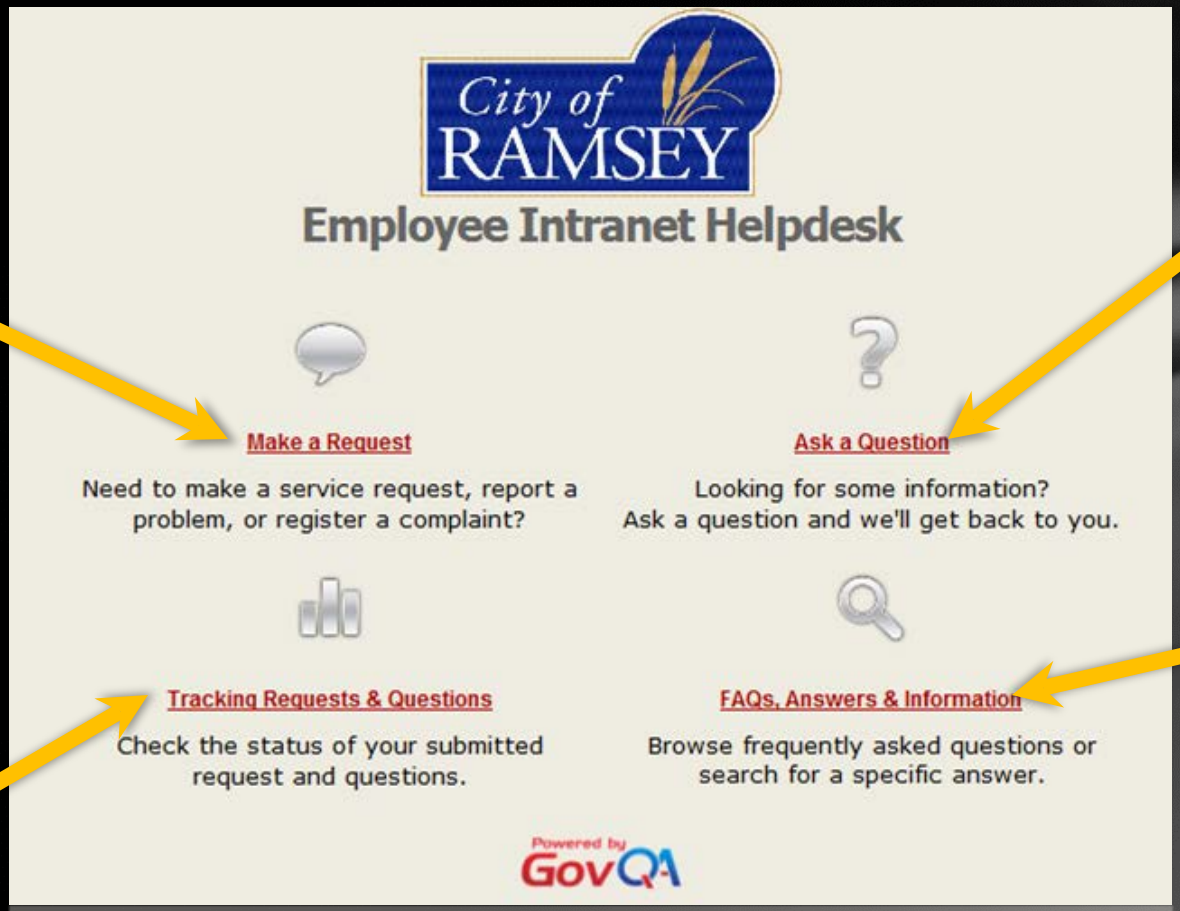
Employee Intranet HelpDesk

Below are examples of how the four major components of the Employee Intranet HelpDesk are used--

"I want to make a request to have the printer in my department worked on—it's jammed!"

-or-

"I want to make a request to have ice removed in the parking ramp—it's really slippery out there!"



"I need some information—does the Itasca room have a computer that I can use for a presentation tomorrow; or do I need to bring my own?"

"I want to see what the status is of a request I made yesterday—I'm wondering if and how it was addressed"

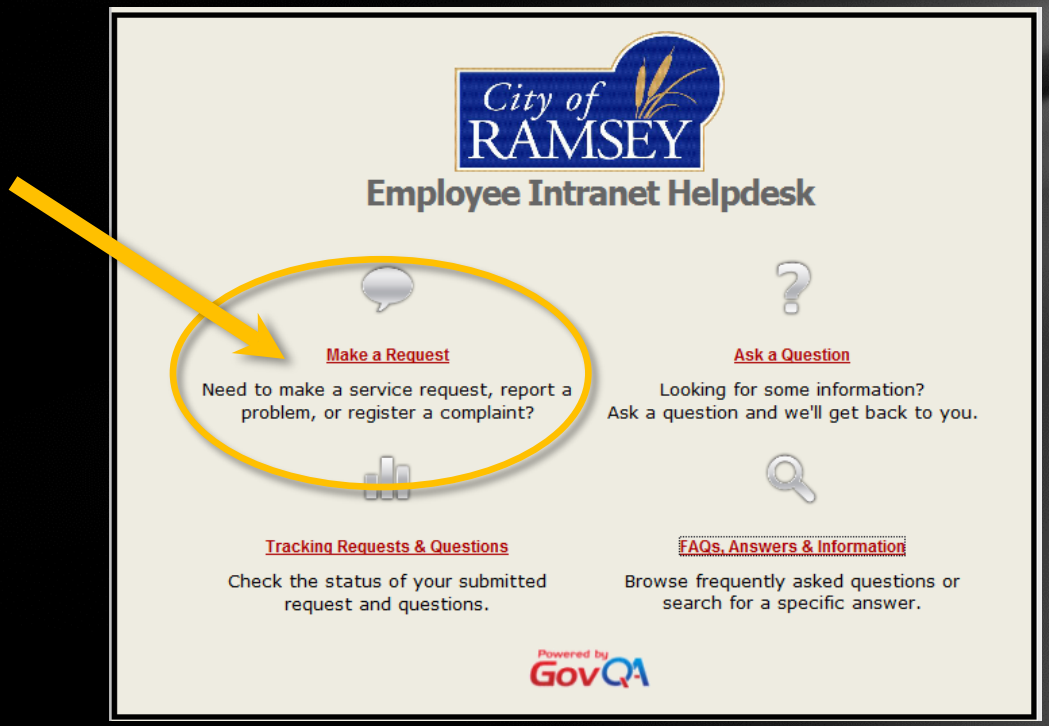
"I have a really common questions—what is the City's I:Drive used for?"

Answers to common question like this are provided in this component.

GETTING COMFORTABLE WITH USING THIS SYSTEM

Like any software product, until you use it—you may not be comfortable. The most commonly used component of this system is "Make a Request."

If you would like practice, please create a TEST request ("Make a Request")



NEED IMMEDIATE OR URGENT SUPPORT FROM IT OR BUILDING MAINTENANCE?

You can indicate the urgency level of each request you make with this system. Therefore, if you need help ASAP, you can place a "high" urgency level on a particular request. IT and Building Maintenance Staff check this system frequently.

If you need immediate assistance from either department you may contact them directly; however, please still create your service request in the HelpDesk system.

LOG-IN INFORMATION

The first time you use this system you will be asked to create a “log-in” name and password. It is advised you use the same log-in name and password used for your workstation (please use your work email address).

DOES THIS SYSTEM WORK WITH MY EMAIL?

After you create a request within the Employee Intranet HelpDesk, status updates will be sent directly to your email address.

If you would like to proactively check the status of your request, you can log into the Employee Intranet HelpDesk.

CC Regular Session **4. 1.**

Meeting Date: 03/26/2013

By: Tim Gladhill, Community Development

Information

Title:

Consider Revised Development Agreement and Development Permit for NORTHGATE ADDITION located at 7295 Sunwood Drive NW; Case of Northgate Church, Inc.

Background:

On October 23, 2012, the City Council granted approval to the Northgate Performing Arts Center. The proposed development consists of a single-structure auditorium/church. The original Applicant for the Plat (subdivision of property) was PSD, LLC. PSD was owner of fee-title at the time of Application, but has since conveyed the Property to Northgate Church, Inc.

The request for a revised Development Agreement is two-fold:

1. Reflect the current Property Owner and Assign the Agreement to Northgate Church, Inc.
2. Approve the required Financial Surety amount

Included in the approval was the required Development Agreement, that among other items, includes required improvements and financial sureties to ensure the timely installation of said required improvements. City Code requires a financial surety in the amount of 125%of the cost of the required improvements for public improvements (Plat/subdivision) and 150% for private improvements (site plan).

The Developer has submitted estimated costs of said required improvements, partially backed by bids and unit prices. The Developer has estimated that their obligation for a financial surety should be in the amount of approximately $117,000. The City's Engineer's Estimate is approximately $166,000. It should be noted, in this instance, that a majority of the required public infrastructure has already been installed (Sunwood Drive and Peridot Street). The remaining obligations are mainly private improvements such as parking lot and landscaping.

Notification:

No notification required.

Observations/Alternatives:

The financial surety is a requirement to protect the City from liability from uncompleted improvements. This is especially important when it comes to Developer installed public improvements such as sanitary sewer, water, stormwater, and streets.

The City Council has approved multiple instances in the past of accepting a letter of credit for a partial amount, and requiring as part of the Development Agreement that the Developer agrees that a Certificate of Occupancy will not be issued until the required improvements are complete, unless an adequate surety exists or is posted at that time.

In the event of default of the project after it commences, the likely City response would be as follows:

1. Repair and/or complete any erosion control measures as required by City Code, Lower Rum River Watershed Management Organization, and the Minnesota Pollution Control Agency (the City is responsible for enforcing these regulations and is subject to fines and/or postponement of development projects)
2. Inspect and repair as needed any connections to the municipal water, sanitary sewer, and stormwater systems
3. Remove any blight conditions

The Developer has requested that the required surety amount be at a level of 100% of the required improvements, as opposed to the indicated 125% or 150%.

It is not expected that the City would complete the private improvements, such as site grading, landscaping, driveways, etc. In addition, Staff would not recommend completing the sidewalk improvements, which would be public infrastructure, as those improvements may be impacted by construction activities. Sidewalk alternatives do exist in the area. Similar to the City's current process for single-family homes, completion of these improvements could be a contingency of the certificate of occupancy in addition to the financial surety proposed by the Developer.

Alternative #1
Approve the transfer of the Agreement to Northgate Church, Inc. and require the Developer to submit the surety, in the amount that was requested by the Developer. The assignment is a necessary step as PSD is no longer owner of the parcel and will not be completing the improvements. It appears that the City would have sufficient financial surety to address the issues as indicated above.

Alternative #2
Approve the transfer of the Agreement to Northgate Church, Inc. and require the Developer to submit the standard surety. The assignment is a necessary step as PSD is no longer owner of the parcel and will not be completing the improvements. It appears that the City would have sufficient financial surety to address the issues as indicated above.

Alternative #3
Deny the transfer of the Agreement to Northgate Church, Inc. and require the Developer to submit the standard surety. The assignment is a necessary step as PSD is no longer owner of the parcel and will not be completing the improvements. This alternative is not recommended by Staff.

Recommendation:

Staff recommends approval of the revised Development Agreement and Development Permit for NORTHGATE ADDITION, with the modification to financial surety requirements to reflect 100% of the required improvements.

Funding Source:

All costs associated with review of the Application are the responsibility of the Applicant.

Council Action:

Motion to approve the revised Development Agreement and Development Permit for NORTHGATE ADDITION, with the modification to financial surety requirements to reflect 100% of the required improvements.

Attachments

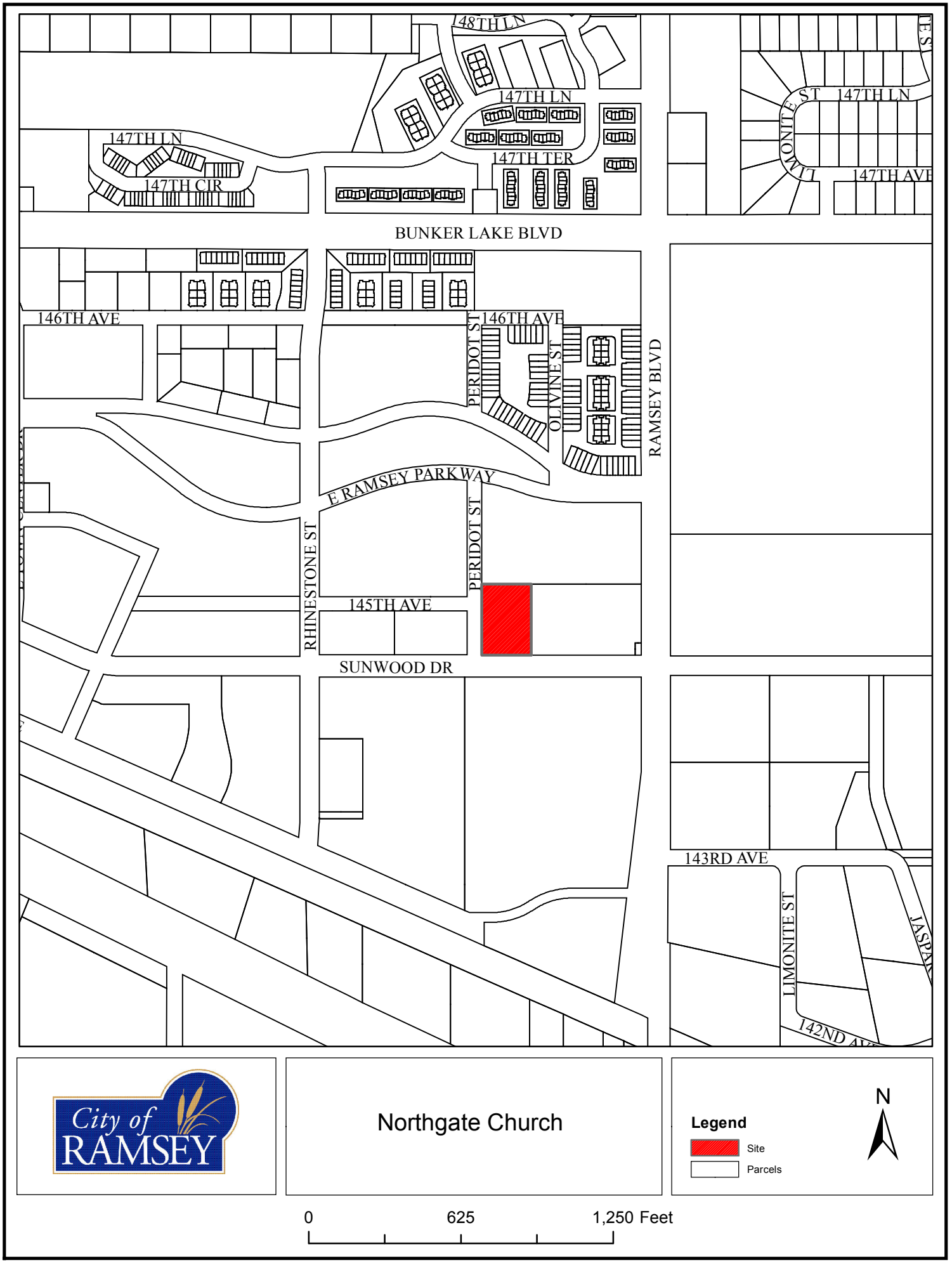
Site Location Map
Site Plan
REVISED Development Agreement
REVISED Development Permit
Developer Estimate
City Estimate

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/21/2013 02:27 PM

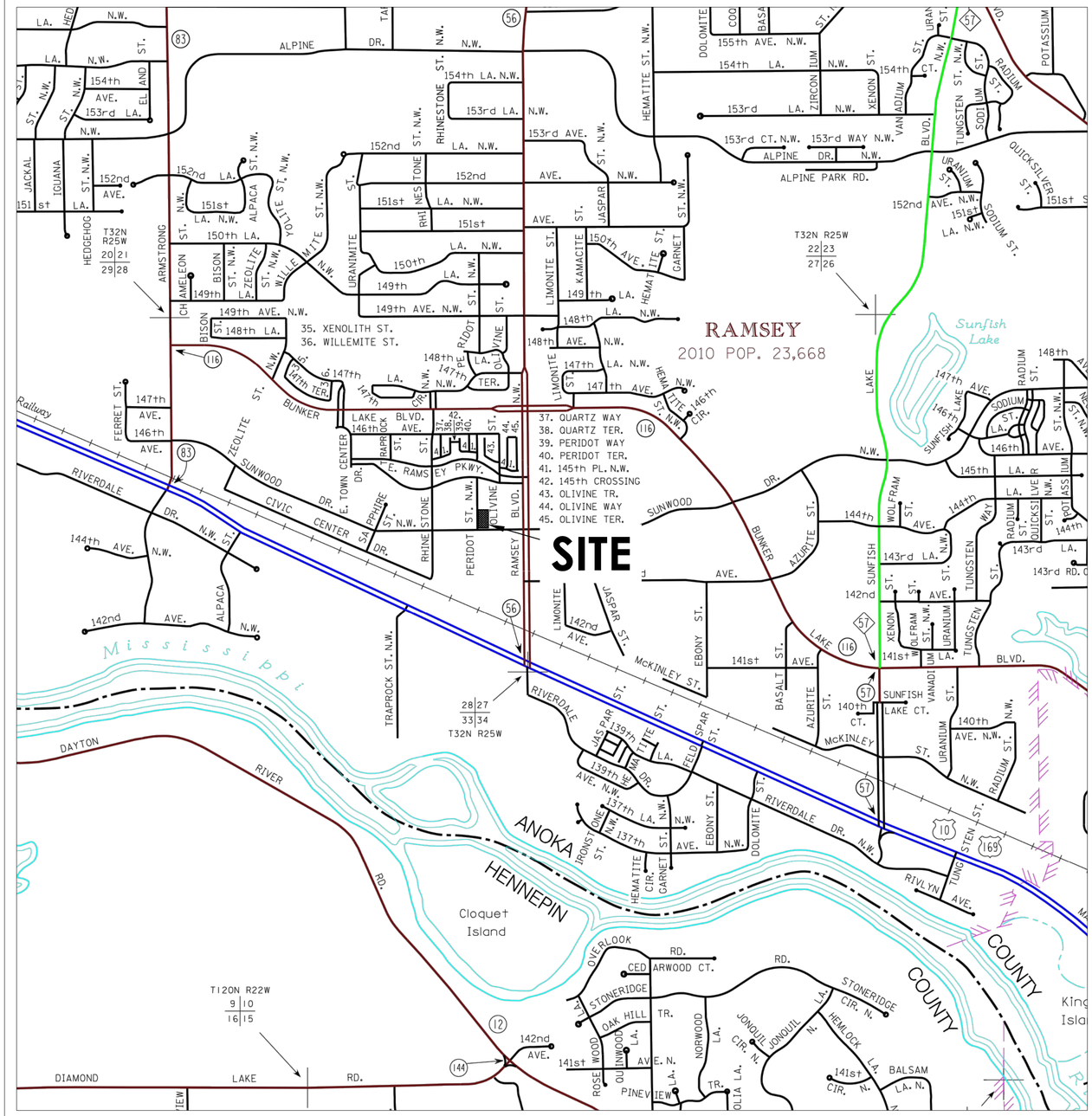
Form Started By: Tim Gladhill Started On: 02/14/2013 12:54 PM

Final Approval Date: 03/21/2013


148TH LN
147TH LN
147TH LN
147TH TER
147TH CIR
LIMONITE ST
147TH LN
147TH AVE
BUNKER LAKE BLVD
146TH AVE
146TH AVE
PERIDOT ST
OLIVINE ST
RAMSEY BLVD
E RAMSEY PARKWAY
PERIDOT ST
RHINESTONE ST
145TH AVE
SUNWOOD DR
143RD AVE
LIMONITE ST
142ND AVE
City of RAMSEY
Northgate Church
Legend
Site
Parcels
N
0
625
1,250 Feet

VICINITY MAP

NO SCALE



INDEX OF CIVIL SITE DRAWINGS:

C0	COVER
C1	SITE PLAN
C2	GRADING AND DRAINAGE PLAN
C3	STORM WATER POLLUTION PREVENTION PLAN
C4	UTILITIES PLAN
C5	LANDSCAPE PLAN
C6	LIGHTING PLAN
C7	DETAILS

CONTRACTOR:

Kinghorn COMPANY
GENERAL CONTRACTORS

14198 Northdale Blvd
Rogers, MN 55374

Grady Kinghorn
(763) 428-8088
glkinghorn@kinghornco.com

NORTHGATE PERFORMING ARTS CENTER

NE Quad. Sunwood Drive and Peridot Street
Ramsey, MN

COVER

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

Date: 09/04/12 Reg. No. 24348

PREPARED BY:

CIVIL ENGINEERING
SITE DESIGN
118 East Broadway St.
PO Box 355
Monticello, MN 55362
Phone: 763-314-0929
www.civilsd.com

REVISIONS

VERTICAL SCALE
1 inch = ____ feet

HORIZONTAL SCALE
1 inch = feet
(ONE SIDE SHEET 24 X 36)

DATE	DRAWN BY	DESIGNED BY	CHECKED BY
09/04/12	SD	SD	SD

FILE NO. 00419

C0

Cover

LEGAL DESCRIPTION

OUTLOT A, RAMSEY TOWN CENTER 14TH ADDITION, ANOKA COUNTY, MINNESOTA.

PROJECT LOCATION

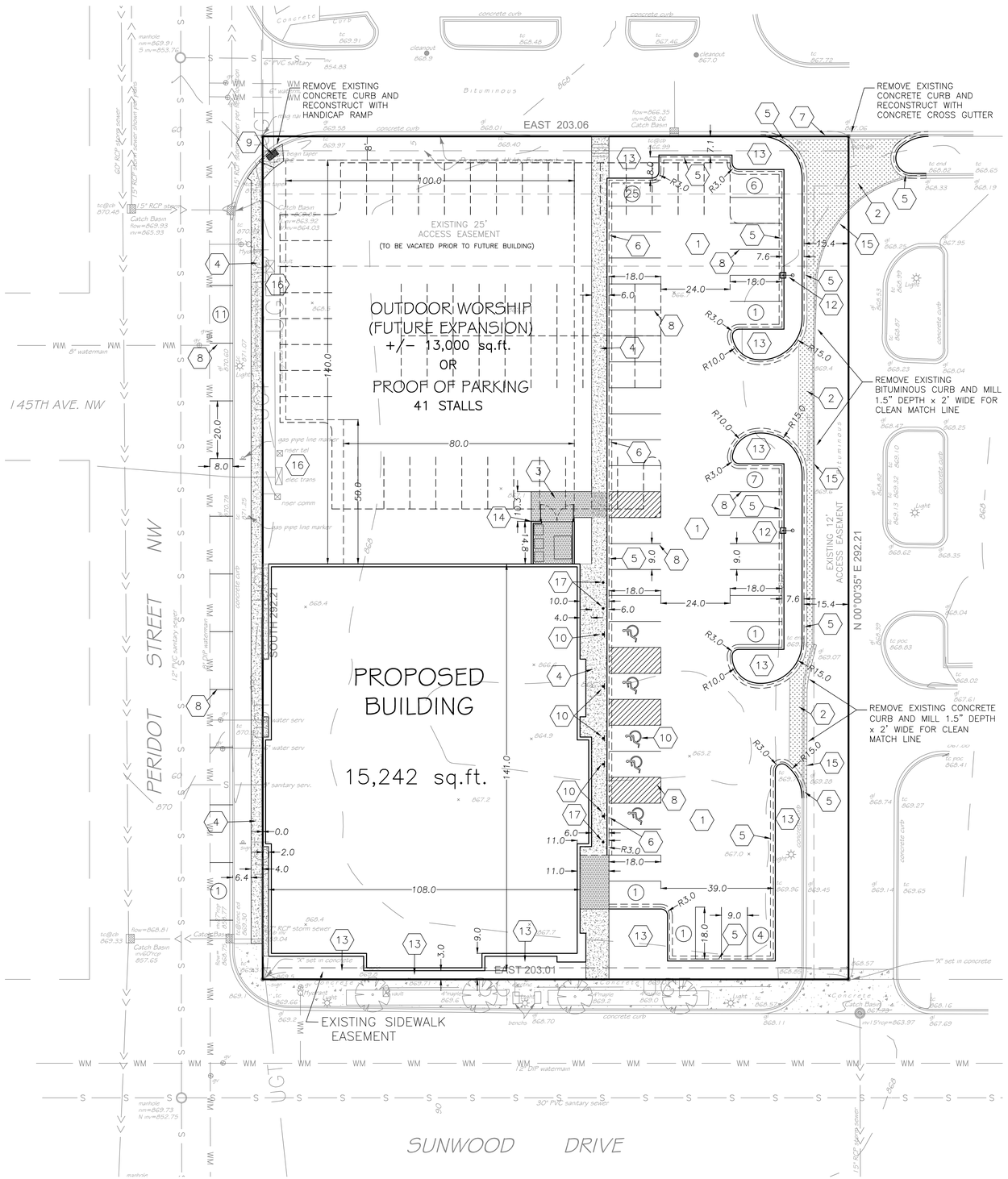
PART OF SECTION 28, TOWNSHIP 32, RANGE 25, ANOKA COUNTY, MINNESOTA.

PROPERTY OWNER:
NORTHGATE CHURCH

GENERAL CONTRACTOR:
KINGHORN CONSTRUCTION, INC.
CONTACT: GRADY KINGHORN
14198 NORTHDLE BLVD
ROGERS, MN 55374
PH (763) 428-8088
www.kinghornco.com

ARCHITECT:
LAMPERT ARCHITECTS
CONTACT: LEN LAMPERT
420 SUMMIT AVENUE
ST. PAUL, MN 55102
PH (763) 755-1211
www.lampert-arch.com

CIVIL ENGINEER:
CIVIL ENGINEERING SITE DESIGN, LLC
CONTACT: SCOTT DAHLKE
118 EAST BROADWAY ST., PO BOX 566
MONTICELLO, MN 55362
PH (763) 314-0929
www.civilesd.com



LEGEND:

- EXISTING CURB AND GUTTER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER SERVICE
- EXISTING WATER MAIN SERVICE
- PROPOSED CURB AND GUTTER
- PROPOSED STORM SEWER
- PROPOSED PARKING STALLS
- PROPOSED HEAVY DUTY PAVEMENT
- PROPOSED LIGHT DUTY PAVEMENT
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT
- PROPOSED CONCRETE SIDEWALK

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
LOT SURVEYS COMPANY, INC
7601 73rd AVENUE NORTH
BROOKLYN PARK, MN 55428

DATED: AUGUST 14, 2012

BENCHMARKS:

1) Top nut of hydrant located at NE corner of Sunwood Drive and Peridot Street NW.

Elev. = 872.96

0 20 40 60
GRAPHIC SCALE IN FEET

SITE DATA:

ZONING:	MU-PUD MIXED USE PLANNED UNIT DEVELOPMENT	
PROPOSED USE:	CHURCH / THEATER	
GROSS LOT AREA:		59,329 SQ. FT. OR 1.36 ACRES
TOTAL BUILDING FOOTPRINT AREA: (GFA) (Excludes trash enclosure)		15,242 SQ. FT. – PHASE I
PERCENT BUILDING COVERAGE: (% of gross lot area)		25.7%
FLOOR AREA RATIO (15,242 / 59,329)		0.257
PROPOSED IMPERVIOUS AREA: (building, sidewalk, & pavement)		38,865 SQ. FT. – PHASE I
PERCENT IMPERVIOUS AREA: (% of gross lot area)		65.5%
PROPOSED LANDSCAPE AREA:		20,464 SQ. FT.
PERCENT LANDSCAPE AREA: (% of gross lot area)		34.5%

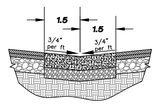
PARKING DATA:

REQUIRED PARKING STALLS: CHURCH/THEATRE FACILITY 1 stall per 5 seats (516 seats / 5)	103 STALLS (REQ 5 HC STALLS)
PROVIDED PARKING STALLS:	
ON SITE	42 STALLS (INCL 5 HC STALLS)
ON SITE PROOF OF PARKING	41 STALLS FUTURE EXPANSION AREA
ON PERIDOT STREET NW	11 STALLS
ON 145TH AVENUE NW	14 STALLS
OFF SITE SHARED	108 STALLS
PROVIDED TOTAL:	216 STALLS

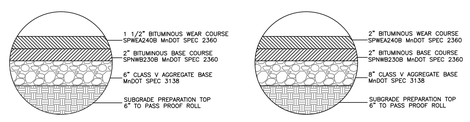
SETBACK: MINIMUM REQUIREMENTS

LOCATION:	BUILDING	PARKING
FRONT YARD	*	*
SIDE YARD	*	*
REAR YARD	*	*

* AS APPROVED BY PUD

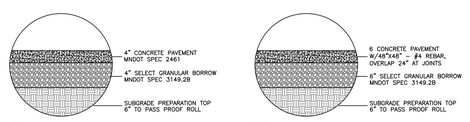


CROSS-GUTTER SLOPE DETAIL
WITH HEAVY DUTY CONCRETE PAVEMENT SECTION



LIGHT DUTY — HEAVY DUTY

BITUMINOUS PAVEMENT
NOTE: SOILS SPECIFICATIONS SUPERSEDE ABOVE LISTED SPECIFICATIONS



NOTES:
1. CONCRETE MIX SHALL CONFORM TO MNDOT SPEC. 2461 MIX No. 3Y22A FOR SLIPFORM PLACEMENT MIX No. 3Y32A FOR MANUAL PLACEMENT
2. CONCRETE PLACEMENT SHALL CONFORM TO MNDOT SPEC. 2301
3. CONTRACTOR SHALL SPACE THE CONTRACTION JOINTS AT 6'-0" O.C.
4. SOILS SPECIFICATIONS SUPERSEDE ABOVE LISTED SPECIFICATIONS

CONCRETE PAVEMENT - SIDEWALK

NOTES:
1. CONCRETE MIX SHALL CONFORM TO MNDOT SPEC. 2461 MIX No. 3Y22A FOR SLIPFORM PLACEMENT MIX No. 3Y32A FOR MANUAL PLACEMENT
2. CONCRETE PLACEMENT SHALL CONFORM TO MNDOT SPEC. 2301
3. CONTRACTOR SHALL SPACE THE CONTRACTION JOINTS AT 12'-0" O.C.
4. SOILS SPECIFICATIONS SUPERSEDE ABOVE LISTED SPECIFICATIONS

CONCRETE PAVEMENT - HEAVY DUTY

KEY NOTES

1. BITUMINOUS PAVEMENT – LIGHT DUTY.
2. BITUMINOUS PAVEMENT – HEAVY DUTY.
3. CONCRETE PAVEMENT – HEAVY DUTY.
4. CONCRETE PAVEMENT – SIDEWALK.
5. B612 (6") CONCRETE CURB & GUTTER. MnDOT 2461 MIX 3Y22A SLIPFORM PLACEMENT OR MnDOT 2461 MIX 3Y32A MANUAL PLACEMENT.
6. B612 (6") CONCRETE OUTFLOW CURB & GUTTER. (TIP-OUT FLOWLINE). MnDOT 2461 MIX 3Y22A SLIPFORM PLACEMENT OR MnDOT 2461 MIX 3Y32A MANUAL PLACEMENT.
7. CONCRETE CROSS GUTTER.
8. PAINT 4" WIDE SOLID STRIPE – WHITE LATEX PAINT. (TYPICAL)
9. PED RAMP PER STANDARD SIDEWALK RAMP DETAIL. SEE DETAIL SHEET FOR MNDOT STANDARD PLATE 7036F.
10. PAINT INTERNATIONAL SYMBOL OF ACCESSABILITY – WHITE LATEX PAINT. (TYPICAL)
11. ACCESSIBLE PARKING SIGN (MNDOT #'S R7-8A AND R7-8B) ON BOLLARD POST. CENTER SIGN ON PARKING STALL. LOCATION PER GENERAL CONTRACTOR.
12. LIGHT POLE. REFER TO LIGHTING AND PHOTOMETRIC PLAN FOR LIGHT LOCATIONS AND SPECIFICATIONS. FOUNDATIONS BY GENERAL CONTRACTOR. VERIFY FOUNDATION SIZE WITH SUPPLIER.
13. GREEN AREA – SEE LANDSCAPE PLAN.
14. TRASH ENCLOSURE.
15. MATCH EXISTING BITUMINOUS PAVEMENT.
16. EXISTING UTILITY TO REMAIN.
17. GUARD POST BOLLARD.

PLAN NOTES:

1. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB, EDGE OF SIDEWALK OR EXTERIOR OF BUILDING UNLESS OTHERWISE NOTED. REFER TO ARCHITECTURAL DRAWINGS FOR BUILDING DIMENSIONS AND SPECIFICATIONS FOR LOCATION OF EXITS, RAMPS, CONCRETE APRONS AND STOOPS.
2. TACK SHALL BE USED ON BITUMINOUS EDGE PRIOR TO PATCHING. MATCH EXISTING GRADES.
3. ALL CONCRETE SIDEWALKS ADJACENT TO BUILDING SHALL BE SEPARATED WITH A ½" EXPANSION JOINT.
4. CONTRACTOR SHALL VERIFY ALL CONDUIT REQUIREMENTS FOR LIGHTING, IRRIGATION, COMMUNICATION PEDESTAL, ETC WITH OWNER PRIOR TO PAVING.
5. ACCESSIBLE ROUTE SHALL BE PROVIDED FROM ACCESSIBLE STALLS TO BUILDING ENTRANCE (SEE ADAAG REQUIREMENTS). POLE MOUNT APPROVED SIGNS CENTERED ON STALLS. PAINT INTERNATIONAL SYMBOL OF ACCESSIBILITY ON STALL.
6. CONSTRUCT ACCESSIBLE PEDESTRIAN RAMP PER ADAAG AND MNDOT STANDARDS. PROVIDE CONTRASTING DETECTABLE WARNING STRIP.
7. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH FIRE MARSHAL FOR POSTING OF FIRE LANES, CURB MARKING AND SIGNAGE IF NEEDED.
8. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION AND REMOVAL OF ALL EXISTING SITE FEATURES THAT INTERFERE WITH NEW WORK AS SHOWN.

INDEX OF CIVIL SITE DRAWINGS:

C0	COVER
C1	SITE PLAN
C2	GRADING AND DRAINAGE PLAN
C3	STORM WATER POLLUTION PREVENTION PLAN
C4	UTILITIES PLAN
C5	LANDSCAPE PLAN
C6	LIGHTING PLAN
C7	DETAILS

CONTRACTOR:
Kinghorn COMPANY
GENERAL CONTRACTORS
14198 Northdale Blvd
Rogers, MN 55374
Grady Kinghorn
(763) 428-8088
glkinghorn@kinghornco.com

NORTHGATE PERFORMING ARTS CENTER
NE Quad. Sunwood Drive and Peridot Street
Ramsey, MN

SITE PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Scott Dahlke
Date: 09/04/12 Reg. No. 24348
PREPARED BY: CIVIL ENGINEERING SITE DESIGN
118 East Broadway St.
PO Box 566
Monticello, MN 55362
Phone: 763-314-0929
www.civilesd.com

REVISIONS

VERTICAL SCALE 1 inch = ____ feet
HORIZONTAL SCALE 1 inch = 20 feet (FOR 24x36 SHEET 24 x 36)

DATE	DRAWN BY	DESIGNED BY	CHECKED BY
09/04/12	SD	SD	SD

FILE NO. 00419

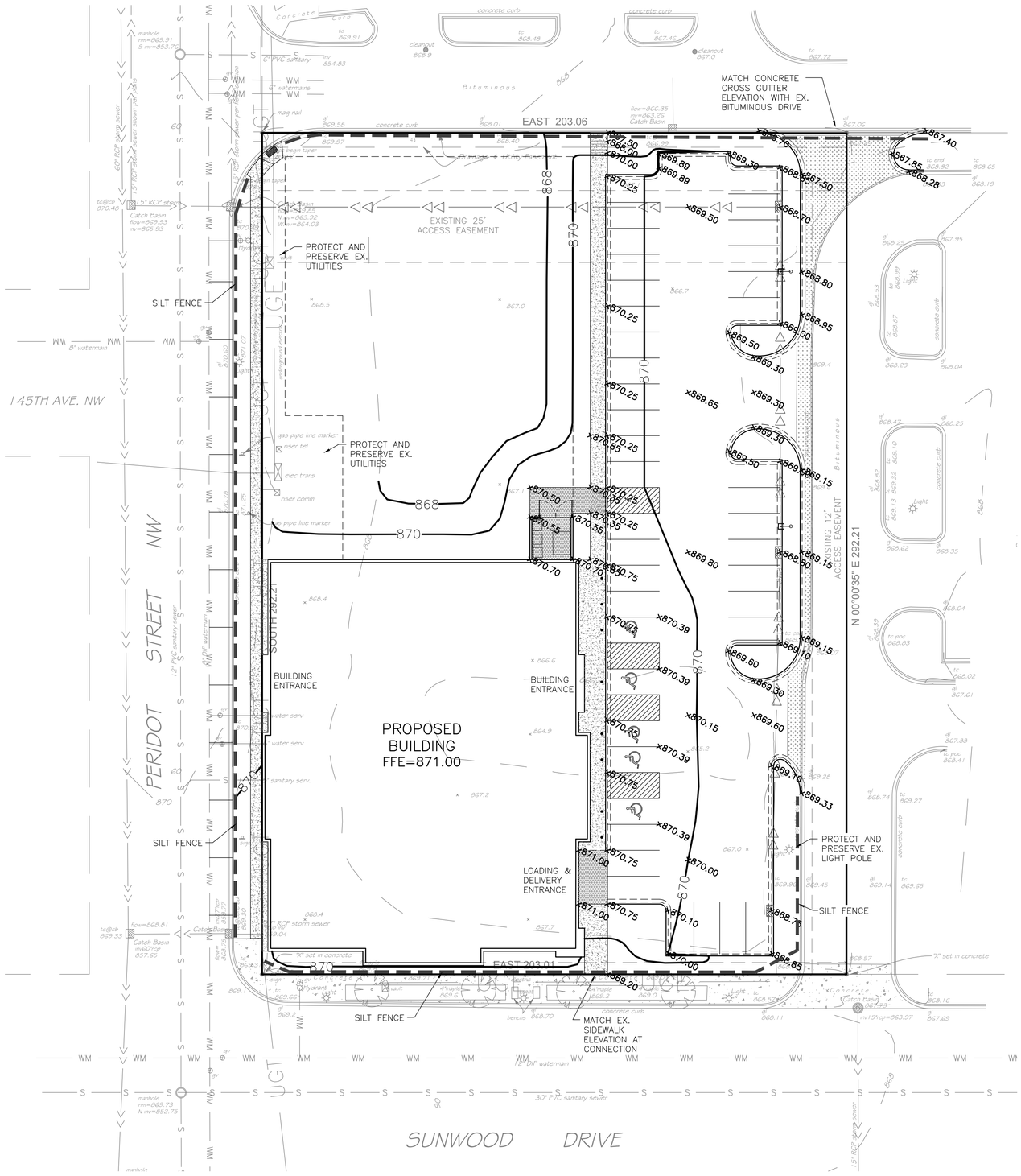
C1
Site Plan

LEGAL DESCRIPTION

OUTLOT A, RAMSEY TOWN CENTER 14TH ADDITION, ANOKA COUNTY, MINNESOTA.

PROJECT LOCATION

PART OF SECTION 28, TOWNSHIP 32, RANGE 25, ANOKA COUNTY, MINNESOTA.



LEGEND:

- EXISTING CURB AND GUTTER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER SERVICE
- EXISTING WATER MAIN SERVICE
- PROPOSED CURB AND GUTTER
- PROPOSED STORM SEWER
- PROPOSED SILT FENCE
- PROPOSED INLET PROTECTION

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
LOT SURVEYS COMPANY, INC
7601 73rd AVENUE NORTH
BROOKLYN PARK, MN 55428

DATED: AUGUST 14, 2012

BENCHMARKS:

1) Top nut of hydrant located at NE corner of Sunwood Drive and Peridot Street NW.

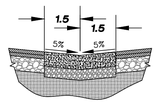
Elev. = 872.96

0 20 40 60

GRAPHIC SCALE IN FEET

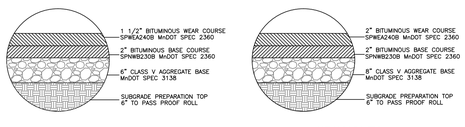
GENERAL GRADING NOTES:

1. Specifications applicable for this project: Current standard specifications for City of Ramsey, MN, and the latest Minnesota Department of Transportation Specifications for Highway Construction and all NPDES requirements except where modified by these contract documents.
2. OSHA requirements shall be followed for all work on this project.
3. The Contractor shall notify "Gopher State One Call" 48 hours prior to any excavation (1-800-252-1166.)
4. The Grading Contractor shall verify all locations and elevations of underground utilities with utility companies prior to any construction, and immediately notify the Engineer of any conflicts.
5. Erosion Control shall be constructed, as applicable, as sequenced below:
   A. Silt Fence.
   B. Rock Construction Entrance
   C. Common excavation (grading).
   D. Seed and mulch (See notes on SWPP plan).
6. Final Plat shall govern for easements and lot dimensions.
7. Any erosion control items necessary to protect adjacent properties shall be constructed by the Grading Contractor.
8. Erosion control maintenance shall be performed by the Grading Contractor, and removed as per the Contract Documents or as directed by the Engineer, followed by all necessary restoration of disturbed area. This work shall be incidental to the grading contract.
9. The Grading Contractor shall schedule the soils engineer to facilitate certification of all controlled fills in a timely fashion. Density tests shall meet the following:
   A. Within the upper 3' of streets or pavement areas, the Grading Contractor shall utilize approved soils that are within 1% of the optimum moisture content as defined by the Standard Proctor Test-ASTM: D-698 with compaction meeting 100% Standard Proctor Density and not exceeding this compaction by more than 1%. Below the upper 3', compaction shall meet 95% Standard Proctor Density, and be within 3% of the optimum moisture content. Grading tolerances shall be 0.1'.
   B. Grading tolerances for the remainder of the site shall be 0.25'.
10. All areas of unsuitable soils found in the pad described above that cannot be corrected shall be located in the field by the Grading Contractor. The Grading Contractor shall immediately notify the Engineer of these areas and provide information as to their size and location.
11. The Grading contractor shall provide positive drainage on the site at all times.
12. The Grading Contractor shall keep public streets and travel ways clear of soil and debris. Daily cleaning at the construction entrance shall be performed, especially at the end of each day's work.
13. All silt fence shall be removed at project completion.
14. All proposed elevations are at flow line unless otherwise noted.
15. All erosion control best manage practices shall be per City standards.



CROSS-GUTTER SLOPE DETAIL

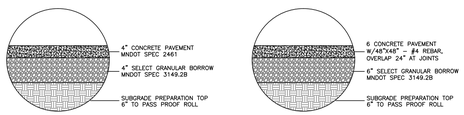
WITH HEAVY DUTY CONCRETE PAVEMENT SECTION



LIGHT DUTY — HEAVY DUTY

BITUMINOUS PAVEMENT

NOTE: SOILS SPECIFICATIONS SUPERSEDE ABOVE LISTED SPECIFICATIONS



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CONCRETE PAVEMENT - SIDEWALK

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CONCRETE PAVEMENT - HEAVY DUTY

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CONTRACTOR:

Kinghorn COMPANY
GENERAL CONTRACTORS

14198 Northdale Blvd
Rogers, MN 55374

Grady Kinghorn
(763) 428-8088
glkinghorn@kinghorncompany.com

NORTHGATE PERFORMING ARTS CENTER

NE Quad. Sunwood Drive and Peridot Street Ramsey, MN

GRADING AND DRAINAGE PLAN

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

Sara Dahl

Date: 09/04/12 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING SITE DESIGN

118 East Broadway St.
P.O. Box 55362
Monticello, MN 55362
Phone: 763-314-0929
www.civilesd.com

REVISIONS

VERTICAL SCALE 1 inch = ____ feet

HORIZONTAL SCALE 1 inch = 20 feet (FULL SIZE SHEET 24 X 36)

DATE	DRAWN BY	DESIGNED BY	CHECKED BY
09/04/12	SD	SD	SD

FILE NO. 00419

C2

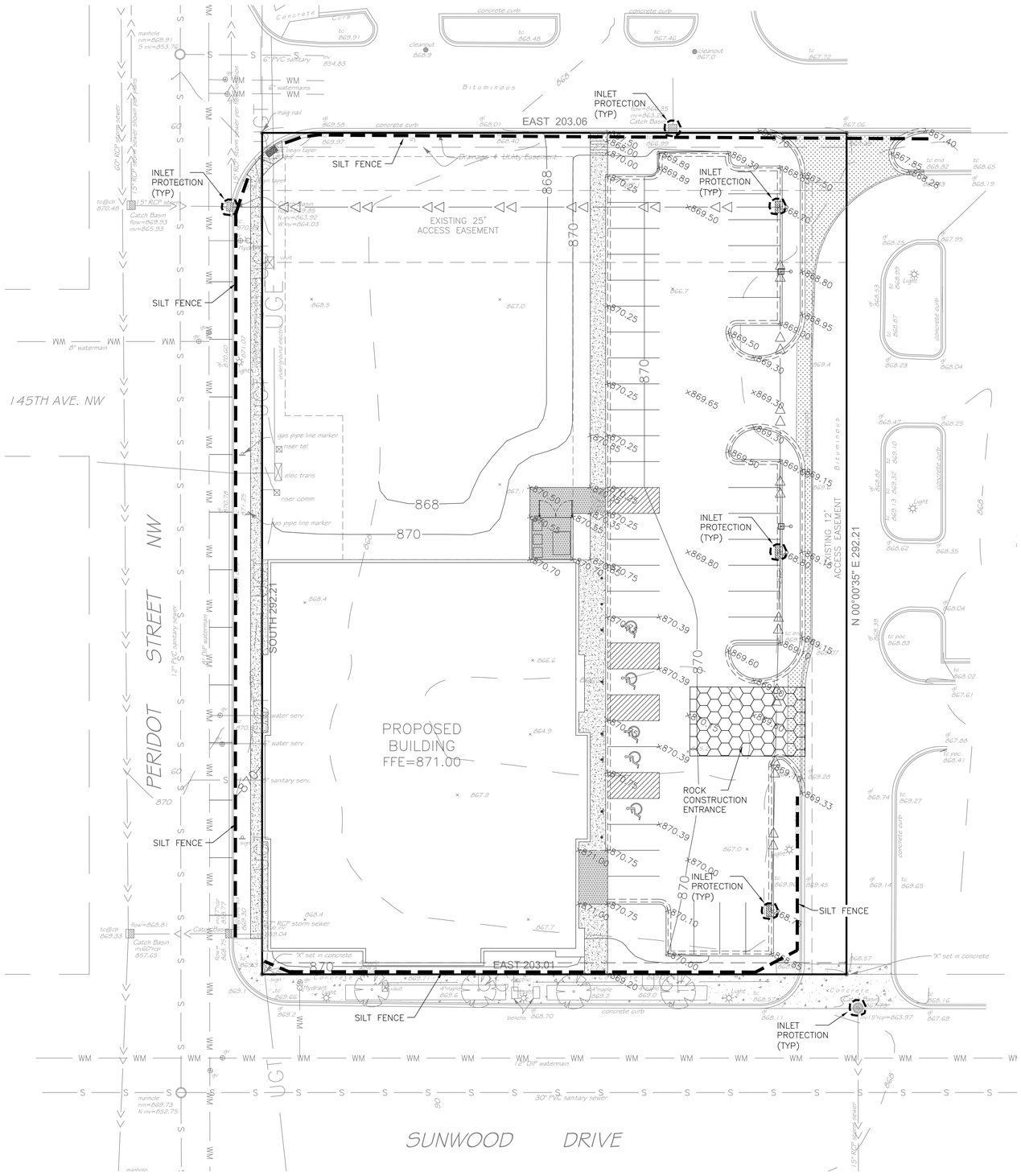
Grading and Drainage Plan

LEGAL DESCRIPTION

OUTLOT A, RAMSEY TOWN CENTER 14TH ADDITION, ANOKA COUNTY, MINNESOTA.

PROJECT LOCATION

PART OF SECTION 28, TOWNSHIP 32, RANGE 25, ANOKA COUNTY, MINNESOTA.



LEGEND:

- EXISTING CURB AND GUTTER
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- EXISTING SANITARY SEWER SERVICE
- EXISTING WATER MAIN SERVICE
- PROPOSED CURB AND GUTTER
- PROPOSED STORM SEWER
- PROPOSED SILT FENCE
- PROPOSED INLET PROTECTION

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
LOT SURVEYS COMPANY, INC
7601 73rd AVENUE NORTH
BROOKLYN PARK, MN 55428

DATED: AUGUST 14, 2012

BENCHMARKS:

1) Top nut of hydrant located at NE corner of Sunwood Drive and Peridot Street NW.

Elev. = 872.96

0 20 40 60

GRAPHIC SCALE IN FEET

SWPP NARRATIVE

This project will consist of demolition, grading, utilities, building construction, parking lot construction, and drive aisles.

First, perimeter silt fence and rock construction entrance shall be installed. Then demolition of existing building and parking lot shall commence. The contractor shall dispose demolition debris off–site within 24 hours. Then the site can be graded and utilities installed. Once final grade is established and certified, the site shall be stabilized with seed and mulch or sod. Once vegetation is established, temporary erosion control measures shall be removed.

POLLUTION PREVENTION NOTES

Solid waste: collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction debris and other wastes must be disposed of properly off–site and must comply with MPCA requirements.

Hazardous materials: oils, gasoline, paint, and any hazardous substance must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal must be in compliance with MPCA regulations.

External washing of trucks or other construction vehicles is not allowed on site. No engine degreasing is allowed on site. No concrete washouts are allowed on site.

EROSION CONTROL NOTES

1. All devices necessary to control erosion and sediment (I.E. perimeter silt fence, rock construction entrances, swales, ponds, berms, ETC.) shall be installed prior to any other construction operations.
2. After completion of final grading, exposed soils must be permanently stabilized within 72 hours. Stabilization shall consist of disc–anchored seed & mulch or sod.
3. The site must be kept in a well drained condition at all times. The contractor shall be responsible for temporary ditches, or other means necessary to ensure proper drainage. The building pad must be provided with a positive outflow. This work shall be incidental to the grading contract.
4. Entering/exiting of the site shall occur only at rock construction entrance to reduce tracking of dirt onto paved streets. Sediment tracked onto streets during working hours must be reclaimed via street scraping and sweeping at the end of each working day.

EROSION CONTROL INSTALLATION SCHEDULE

1. Silt fence shall be installed or restored prior to any construction. Silt fence shall be located as shown to intercept runoff. The area located beyond the perimeter silt fence shall not be disturbed during construction.
2. Rock Construction Entrance shall be installed prior to grading operations.
3. All storm sewer inlets shall have inlet protection inserts installed. Inserts shall be "Road rain–Top Slab" or "Road Drain–Curb & Gutter" inlet protection devices as manufactured by WIMCO (or approved equal) and installed per manufacture's recommendations.
4. All erosion control installations shall remain in place and be maintained in good condition by the contractor until the site has been re–vegetated, at which time it shall be removed by the contractor. For proposed paved surface areas, the contractor may remove necessary silt fencing to construct roadway, while maintaining adequate erosion control in adjacent areas.
5. Sufficient topsoil shall be stockpiled to allow for the replacement of 4" topsoil for disturbed areas to be re–vegetated.
6. The contractor shall schedule site grading, utility installation and roadway construction so that the general site can be mulched and re–seeded soon after disturbance. Areas that will not be subject to construction traffic shall be seed and mulched or sodded within 72 hours of final grading.

EROSION CONTROL MAINTENANCE SCHEDULE

1. Erosion control measures shall be inspected by the contractor's representative and maintained by the contractor every Friday and within 24 hours after any rainfall event larger than 1/2" until the project is completed. Maintenance requirements are as follows: silt fence – 1/3 height of fence or damaged, remove sediment and/or repair fence within 24 hours; rock entrance – refresh as necessary to conform to detail; inlet protection inserts – remove sediment after each rain event, clean or replace filter when clogged; surface water – drain and stabilize, within 7 days of discovery; and street sweeping – remove all sediment tracked onto paved surfaces within 24 hours or as directed by City Engineer.
2. Replacement – Fabric shall be replaced promptly when it decomposes or becomes ineffective before the barrier is no longer necessary.
3. Any sediment remaining in place after silt fence is no longer required shall be dressed to conform with the existing grade, prepared, and seeded with appropriate seed mix, as directed by the engineer.
4. Removal of the silt fence– Silt fences shall be removed when they have served their useful purpose, but not before the upward sloping area has been permanently stabilized. If the upward sloping area is to be exposed longer than six (6) months, that area shall be covered with temporary vegetation when first exposed.

SEED AND MULCH SCHEDULE

1. All disturbed areas shall be covered with a minimum 4" topsoil. Unless areas are to be sodded, MnDOT seed mix 250 shall be applied at 75 lbs/ac. MnDOT Type 1 mulch shall be applied at 2 tons/ac and disc anchored in areas not covered by sod or erosion blanket. Seeding and mulching shall conform to the latest NPDES requirements for installation schedule with regards to grading.
2. Fertilizer shall be 8–12–6 and applied at 300 lbs/ac. Disc fertilizer into top 3" of soil.
3. Dormant seed mix shall be used after November 1 or when temperatures do not exceed 40° F, using same rates specified above. No seed shall be placed on snow or ice greater than 2" in depth.
4. Any seeded areas that do not become established with vegetation shall be reseeded at Contractor's expense.
5. Refer to erosion control schedule for seed and mulch schedule with regards to grading.
6. Refer to Landscape Plan for seeding and sodding locations and details. Adjust/reduce erosion blanket in areas to be sodded.

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CONTRACTOR:

Kinghorn COMPANY
GENERAL CONTRACTORS

14198 Northdale Blvd
Rogers, MN 55374

Grady Kinghorn
(763) 428-8088
glkinghorn@kinghornco.com

NORTHGATE PERFORMING ARTS CENTER

NE Quad. Sunwood Drive and Peridot Street Ramsey, MN

STORM WATER POLLUTION PREVENTION PLAN

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

Scott Dahl

Date: 09/04/12 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING SITE DESIGN

118 East Broadway St.
Box 160
Monticello, MN 55362
Phone: 763–314–0929
www.civilesd.com

REVISIONS

VERTICAL SCALE 1 inch = ____ feet

HORIZONTAL SCALE 1 inch = 20 feet (FULL SIZE SHEET 24 X 36)

DATE	DRAWN BY	DESIGNED BY	CHECKED BY
09/04/12	SD	SD	SD

FILE NO. 00419

C3

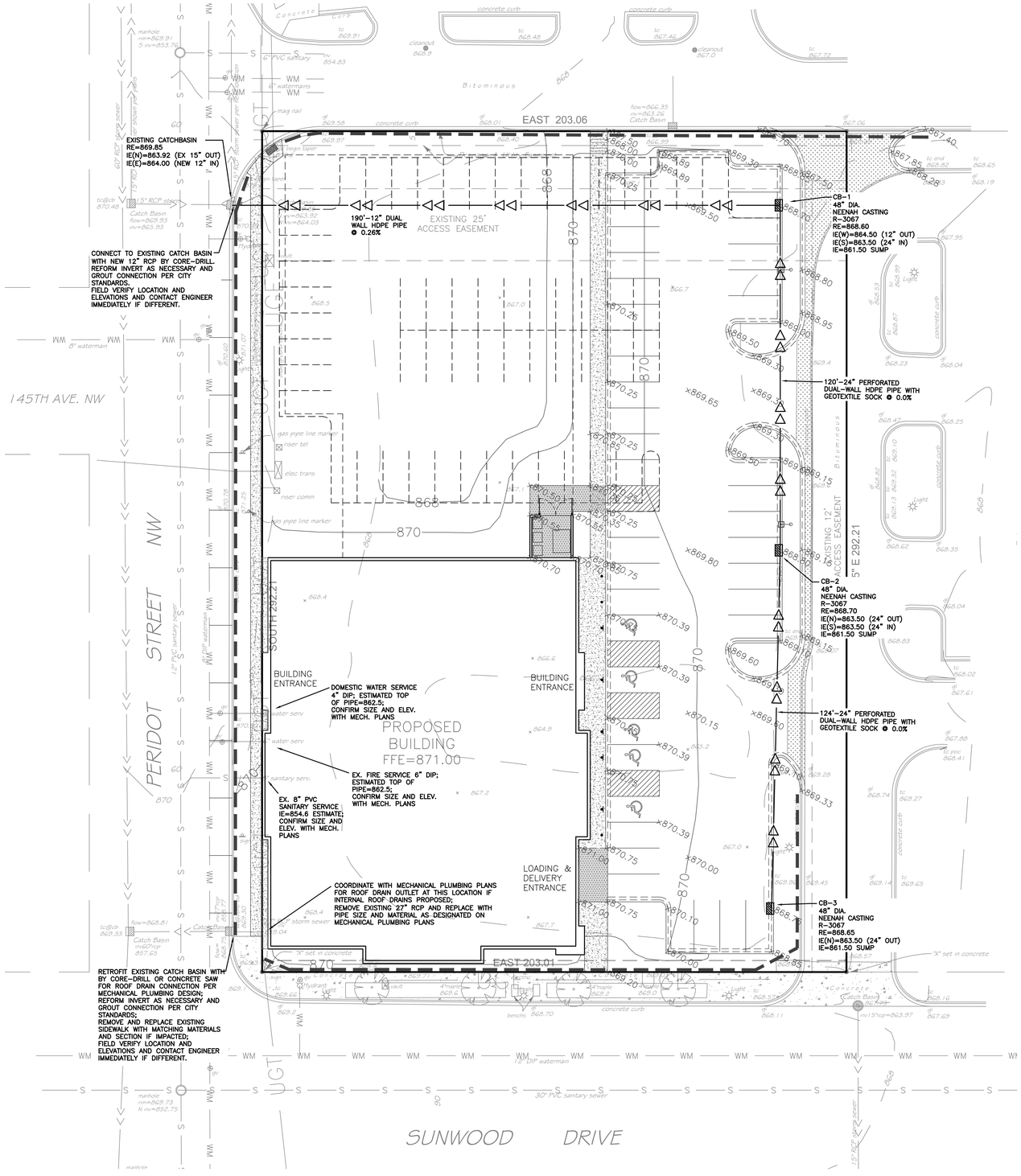
Storm Water Pollution Prevention Plan

LEGAL DESCRIPTION

OUTLOT A, RAMSEY TOWN CENTER 14TH ADDITION, ANOKA COUNTY, MINNESOTA.

PROJECT LOCATION

PART OF SECTION 28, TOWNSHIP 32, RANGE 25, ANOKA COUNTY, MINNESOTA.



LEGEND:

- EXISTING CURB AND GUTTER
- EXISTING STORM SEWER
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- PROPOSED CURB AND GUTTER
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- PROPOSED INLET PROTECTION

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
LOT SURVEYS COMPANY, INC
7601 73rd AVENUE NORTH
BROOKLYN PARK, MN 55428

DATED: AUGUST 14, 2012

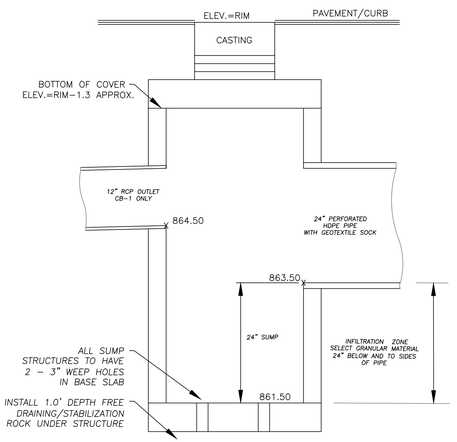
BENCHMARKS:

1) Top nut of hydrant located at NE corner of Sunwood Drive and Peridot Street NW.

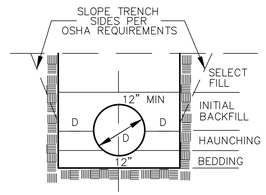
Elev. = 872.96

0 20 40 60

GRAPHIC SCALE IN FEET



STRUCTURE AND INFILTRATION ZONE
SECTION VIEW
TYPICAL



1. BEDDING SHALL BE SELECT GRANULAR BORROW MNDOT SPEC. 3149.2B.
2. COMPACT TO 95% STANDARD PROCTOR.
3. SELECT FILL PLACEMENT SHALL BE FREE OF LARGE ROCKS (3"+) AND SHALL BE PLACED IN 8" MAX. LOOSE LIFTS AND COMPACTED TO 95% STANDARD PROCTOR.

BEDDING DETAIL

GENERAL UTILITY NOTES:

1. Specifications applicable for this project: Current standard specifications for the City of Ramsey, MN and all Minnesota Department of Health and MPCA requirements except where modified by these contract documents.
2. OSHA requirements shall be followed for all work on this project.
3. The Contractor shall notify "Gopher State One Call" 48 hours prior to any excavation (651-454-0002 or 1-800-252-1166 out state.)
4. The Contractor shall verify all locations and elevations of underground utilities with utility companies prior to any construction (storm sewer, sanitary sewer, water, natural gas, telephone, electric, etc.), and immediately notify the Engineer of any conflicts.
5. The Contractor shall protect all existing utilities and facilities to allow proper functioning during and after construction. Any required supporting structures shall be supplied by the Contractor as work incidental to the contract.
6. The contractor shall immediately notify the Engineer of any conflicts between existing utilities, and the proposed construction. The Engineer will coordinate with the Utility Company in question to determine the need for relocation of the existing utility.
7. Existing conditions such as sand in manholes or valve boxes shall be identified by the Contractor and these shall be reported to the Engineer prior to excavation by the Contractor. Once construction has begun, all damage to underground utilities will be assumed to have been caused by the Contractor, any repairs necessary shall be performed by the Contractor at the Contractor's expense.
8. Final Plat shall govern for easements.
9. The Contractor shall coordinate with the local jurisdiction to obtain permits and meter for water source. All associated costs shall be incidental to the Contract, including disposal of test water into City's sanitary sewer system. The Contractor shall not operate gate valves or hydrants on the City's water supply system.
10. The Contractor shall notify the City Engineer and the Project Engineer 48 hours prior to starting work or as required by the local jurisdiction or be subject to being shut down.
11. The Contractor shall keep access roads clear of soil or other debris, and perform daily street cleaning as required by the NPDES permit. Positive drainage, controlled with erosion control and erosion prevention measures as required by the NPDES permit shall be performed. Inlet protection shall be installed within 48 hours after inlet construction. Unless specified on the plans or as a bid item on the Bid Form, any temporary culverts, ditches, filter fabric, etc. necessary to accomplish this shall be performed as incidental to the Contract.
12. The Contractor shall preserve and protect the markers and monuments set for the subdivision of the land.
13. The Contractor shall schedule the soils engineer to facilitate certification of all controlled fills in a timely fashion. Density tests shall meet the following:
    A. Density tests shall be taken on all trenches at locations as determined by the Engineer or his representative.
    B. Within the upper 3' of streets, private drives and parking lots, Contractor shall utilize approved soils that are within 1% optimum moisture content as defined by the Standard Proctor Test-ASTM: D-698 with 100% Standard Proctor Density and not exceeding compaction by more than 1%. Below the upper 3', compaction shall meet 95%. Grading tolerances shall be 0.1'.
14. The Owner shall pay for all testing of soils compaction. Any areas which fail to meet the above standards shall be corrected and re-tested by the Owner's testing agent at the Contractor's expense.
15. All water main shall be installed with a minimum of 7.5 feet of cover.
16. Contractor shall provide temporary traffic control in compliance with MN/DOT "Temporary Traffic Control Zone Layouts Field Manual" dated 2011 for construction adjacent to travel ways.
17. Contractor shall be responsible for verification of the depth of existing stubs listed on this plan prior to the ordering of any fittings, structures, castings, etc. Engineer and the Owner shall not be responsible for any discrepancies found as depths are estimated.
18. Contractor shall confirm that water service must have 18" of clearance between pipes when it crosses the sanitary sewer service. Install vertical bends in water service line as necessary.
19. City inspection is required for the sanitary sewer and water service connections.
20. Contractor to comply with all regulatory agency permit conditions for permits obtained by owner and for permits obtained by general contractor.
21. All work performed and materials used for construction of utilities must conform to the City of Brooklyn Center Standard Specifications and Details.

INDEX OF CIVIL SITE DRAWINGS:

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C4	UTILITIES PLAN
C5	LANDSCAPE PLAN
C6	LIGHTING PLAN
C7	DETAILS

CONTRACTOR:

Kinghorn COMPANY
GENERAL CONTRACTORS

14198 Northdale Blvd
Rogers, MN 55374

Grady Kinghorn
(763) 428-8088
glkinghorn@kinghornco.com

NORTHGATE PERFORMING ARTS CENTER

NE Quad. Sunwood Drive and Peridot Street
Ramsey, MN

UTILITY PLAN

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

Signature: Scott D. Sundberg
Date: 09/04/12 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING SITE DESIGN
118 East Broadway St.
P.O. Box 164
Monticello, MN 55362
Phone: 763-314-0929
www.civilesd.com

REVISIONS

VERTICAL SCALE 1 inch = ____ feet

HORIZONTAL SCALE 1 inch = 20 feet (FULL SIZE SHEET 24 x 36)

DATE	DRAWN BY	DESIGNED BY	CHECKED BY
09/04/12	SD	SD	SD

FILE NO. 00419

C4

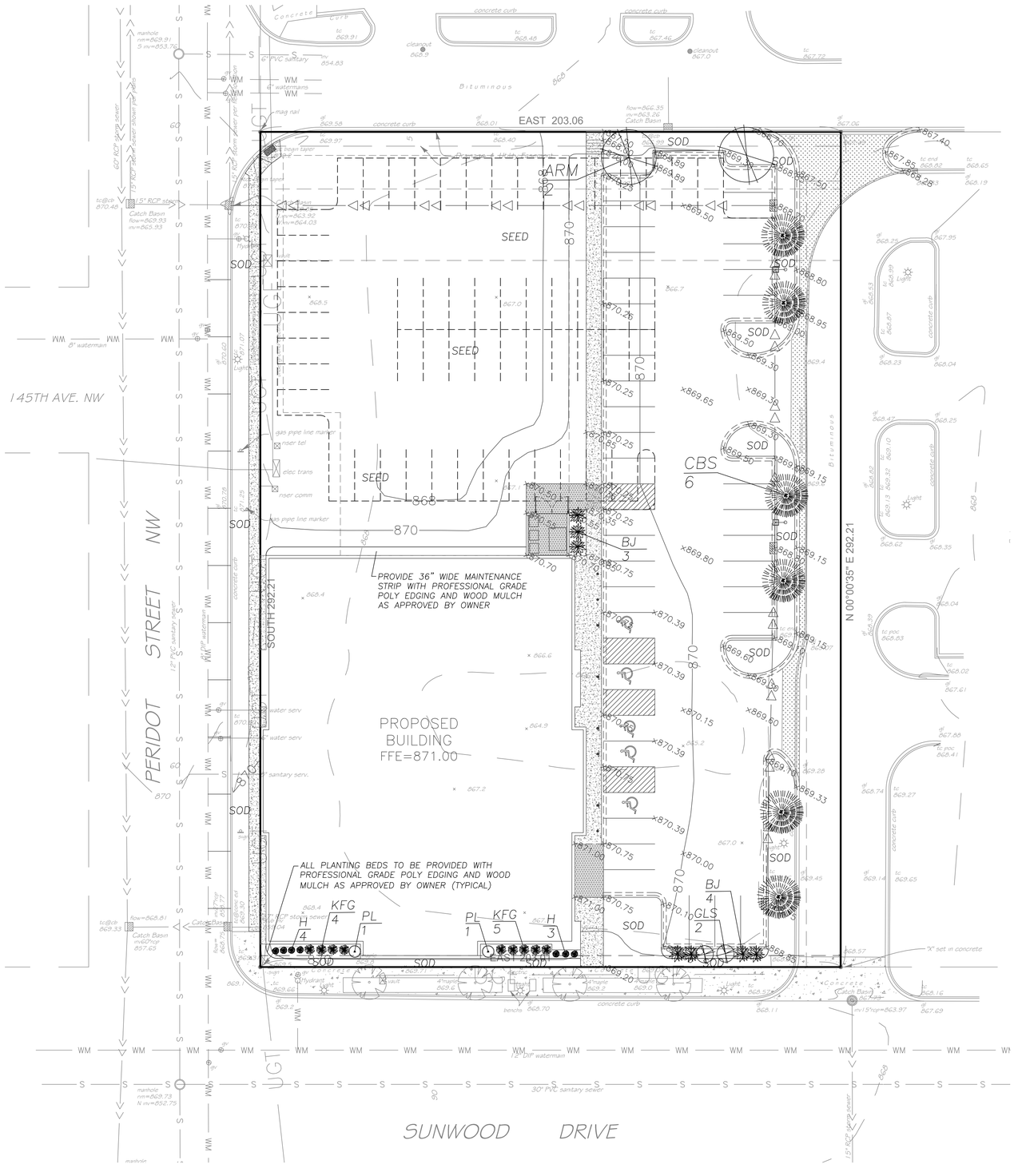
Utility Plan

LEGAL DESCRIPTION

OUTLOT A, RAMSEY TOWN CENTER 14TH ADDITION, ANOKA COUNTY, MINNESOTA.

PROJECT LOCATION

PART OF SECTION 28, TOWNSHIP 32, RANGE 25, ANOKA COUNTY, MINNESOTA.



LEGEND:

- EXISTING CURB AND GUTTER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER SERVICE
- EXISTING WATER MAIN SERVICE
- PROPOSED CURB AND GUTTER
- PROPOSED STORM SEWER
- PROPOSED SILT FENCE
- PROPOSED INLET PROTECTION

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
LOT SURVEYS COMPANY, INC
7601 73rd AVENUE NORTH
BROOKLYN PARK, MN 55428

DATED: AUGUST 14, 2012

BENCHMARKS:

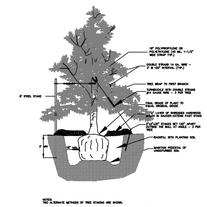
1) Top nut of hydrant located at NE corner of Sunwood Drive and Peridot Street NW.

Elev. = 872.96

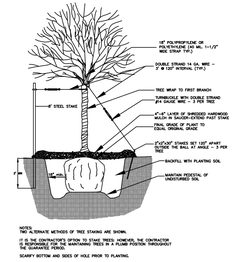
0 20 40 60
GRAPHIC SCALE IN FEET

PLANT LIST: Site Plantings

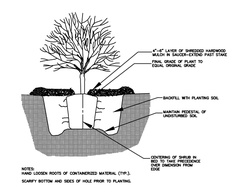
QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE/ROOT
TREES				
2	ARM	Acer rubrum 'Autumn Radiance'	Autumn Radiance Red Maple	2.5" B&B
6	CBS	Picea pungens glauca	Colorado Blue Spruce	6'-0" B&B
SHRUBS				
7	BJ	Juniperus sabina 'Buffalo'	Buffalo Juniper	5 Gal. Pot
2	GLS	Rhus aromatica 'Gro-low'	Grow-Low Fragrant Sumac	5 Gal. Pot
2	PL	Syringa vulgaris 'Prairie Petite'	Prairie Petite Lilac	5 Gal. Pot
GRASSES & PERENNIALS				
9	KFG	Calamagrostis acutiflora 'Karl Forester'	Karl Forester Feather Reed Grass	1 Gal. Pot
7	H	Hosta, var.	Mixed species, for sun & shade	1 Gal. Pot



CONIFEROUS TREE PLANTING DETAIL



DECIDUOUS TREE PLANTING DETAIL



SHRUB PLANTING DETAIL

GENERAL NOTES:

1. Contractor shall provide one year guarantee of all plant materials. The guarantee begins on the date of the General Contractor written acceptance of the date determined as substantially complete. Replacement materials shall also have a one year guarantee upon planting.
2. Landscape contractor shall inspect the site and become familiar with existing conditions relating to the nature and scope of work. If any discrepancies are found, the General Contractor shall be notified prior to construction. The base information including contours, trails, utilities, curbs, and building locations were provided by others. All discrepancies must be resolved prior to construction.
3. Landscape contractor shall verify plan layout and bring to the attention of the General Contractor discrepancies which may compromise the design or intent of the layout.
4. Landscape contractor shall assure compliance with codes and regulations governing the work and materials supplied.
5. Landscape contractor shall protect all existing roads, curbs/gutters, trails, trees, lawns, and site elements during construction. Damage to the same shall be repaired at no cost to the Owner.
6. Landscape contractor shall verify the location of all utilities above and below grade prior to any soil disruption or installation. Provide necessary protection for same before construction begins.
7. Landscape contractor shall coordinate each phase of installation with General Contractor.
8. Landscape contractor shall be responsible for ongoing maintenance of all installed materials until time of substantial completion. Repair and/or replace all damaged materials due to construction or acts of vandalism at no cost to the Owner.
9. Landscape contractor shall verify that all plant placement will not negatively affect the plant's survival or warranty. Undesirable site conditions shall be brought to the attention of the General Contractor prior to construction.
10. Landscape contractor shall submit a written request for the substantial completion of all landscape and site improvements prior to submitting for final payment. The submittal shall include an as-built drawing of all landscape and irrigation installations and improvements.

PLANTING NOTES:

1. All plants to be Minnesota grown and hardy. Plants to be installed as per standard AAN planting practices. Nursery stock shall comply with the current edition of the American Standard for Nursery Stock, ANSI Z60.1.
2. No planting will occur until final grading has been completed.
3. All tree and shrub beds shall be staked and approved prior to installation.
4. No substitutions will be accepted unless approval is granted by the General Contractor prior to submission of the bid.
5. Location adjustments may be needed in the field. Landscape Architect must be notified.
6. Plants to be installed as per planting details.
7. Plants shall be fertilized upon installation with dried bone meal. Other approved fertilizers mixed in with the planting soil as per the manufacturer's instructions may be applied. Summer and fall installations shall have an application of granular 10-0-5, 12oz. per 2.5"cal. tree and 6oz. per shrub. An additional application of 10-10-10 the following spring in the tree saucer.
8. Areas receiving ground covers, perennials, or garden space shall receive a minimum of 18 inches of planting soil consisting of 4 parts topsoil, 4 parts screened compost, and 1 part sand.
9. All deciduous trees shall be wrapped in the fall prior to Dec.1 and removed after April 15. Tree wrap shall be asphalt impregnated crepe, wrapped from base of trunk flare to first branches.
10. Edging shall be professional grade poly material. Edging horizontal layout to be uniform with smooth transitions. Edging vertical placement to be below typical mower deck cutting height.
11. A 36" wide wood mulch maintenance strip shall be installed along the north wall of the building. Maintenance strip shall have weed barrier fabric under wood mulch and edged with ploly edging.
12. Weed barrier shall be 4oz. woven needle punch, black. Overlapping seams.
13. Wood mulch shall be double shredded dark brown hardwood mulch and placed a minimum of 4 inches deep around all installed trees (tree rings) and 3 inches deep in all garden areas.
14. Tree rings shall be 6 feet in diameter and be a minimum of 4 inch deep double shredded hardwood. Mulch shall not come in contact with tree trunks.
15. All deciduous plantings shall occur between spring thaw and June 15, or between fall's first frost and the first snow or Nov. 15, which every comes first. Coniferous plantings must be prior to Oct. 1.
16. Landscape contractor shall be responsible for determining appropriate planting conditions. Warranties shall be enforced regardless of weather and planting conditioned.
17. No excess materials or debris will be on site. All hard surfaces will be swept and washed clean.

IRRIGATION NOTES:

1. Landscape contractor shall be responsible for providing an irrigation plan and specification as part of the scope of work. Submit a layout plan and specifications for approval by the General Contractor prior to construction. It is the Landscape contractors responsibility to ensure proper irrigation coverage and in the appropriate amounts.
2. Landscape contractor shall provide the Owner with an as-built plan showing all heads, zones, lines, and valve box.
3. Landscape contractor shall provide the Owner with an irrigation system schedule appropriate to the project conditions and to assure proper plant growth. A seasonal maintenance schedule will also be provided.
4. Landscape contractor shall insure that the irrigation is set appropriately to provide proper plant growth without damaging surrounding conditions. It is the Landscape contractors responsibility to insure proper surface and subsurface drainage in planted areas.

TURF NOTES:

1. Sod all areas disturbed unless noted as seed. Landscape contractor to obtain approval of seed mix.
2. Seed shall be installed as per the distributor's requirements for proper coverage and germination.
3. Sod shall be TPI certified turf grass sod, highland sod only. Sod shall be free from weeds, stones, and have a strong fiberous root structure and be free from burned or bare spots.
4. Sod shall be uniform in depth and cut into even rolls. All sod delivered to the site shall be installed that day. All seams shall be laid tight in staggered rows not less than 18 inches apart. Sod that abuts curbs or concrete areas shall have a finish grade 1 inch below the hard surface elevation. Once sod is installed the elevations shall be level. Sod areas shall be fertilized with a 9-14-7 new lawn starter and applied as per distributor's requirements.

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CONTRACTOR:

Kinghorn COMPANY
GENERAL CONTRACTORS

14198 Northdale Blvd
Rogers, MN 55374

Grady Kinghorn
(763) 428-8088
glkinghorn@kinghornco.com

NORTHGATE PERFORMING ARTS CENTER
NE Quad. Sunwood Drive and Peridot Street Ramsey, MN

LANDSCAPE PLAN

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

Signature: Scott Dulski
Date: 09/04/12 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING SITE DESIGN
118 East Broadway St.
PO Box 780
Monticello, MN 55362
Phone: 763-314-0929
www.civilesd.com

REVISIONS:

VERTICAL SCALE 1 inch = ____ feet

HORIZONTAL SCALE 1 inch = 20 feet (FULL SIZE SHEET 24 x 36)

DATE	DRAWN BY	DESIGNED BY	CHECKED BY
09/04/12	SD	SD	SD

FILE NO. 00419

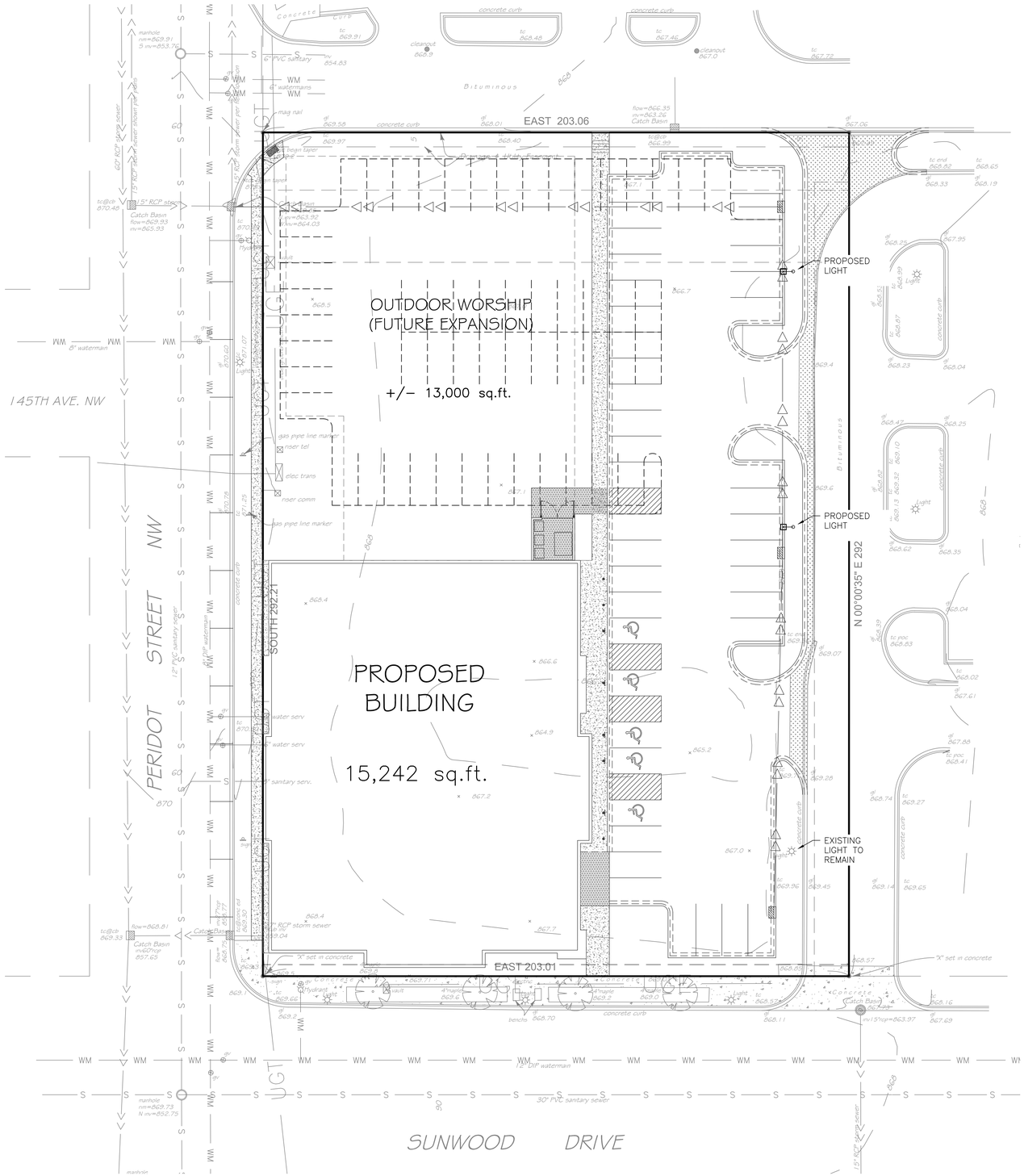
C5
Landscape Plan

LEGAL DESCRIPTION

OUTLOT A, RAMSEY TOWN CENTER 14TH ADDITION, ANOKA COUNTY, MINNESOTA.

PROJECT LOCATION

PART OF SECTION 28, TOWNSHIP 32, RANGE 25, ANOKA COUNTY, MINNESOTA.


EAST 203.06
OUTDOOR WORSHIP
(FUTURE EXPANSION)
+/- 13,000 sq.ft.
PROPOSED BUILDING
15,242 sq.ft.
PROPOSED LIGHT
PROPOSED LIGHT
EXISTING LIGHT TO REMAIN
SOUTH 292.21
N 00°00'35" E 292
EAST 203.01
145TH AVE. NW
PERIDOT STREET NW
SUNWOOD DRIVE
Bituminous
concrete curb
Drainage & Utility Easements
6" PVC sanitary
8" watermains
6" watermain
8" waterman
12" PVC sanitary sewer
60" RCP storm sewer
15" RCP storm sewer
Catch Basin
flow=869.93
inv=865.93
Catch Basin
flow=866.35
inv=863.26
Catch Basin
inv=863.92
inv=864.03
Catch Basin
flow=868.81
inv=862.77
Catch Basin
inv=862.30
Catch Basin
inv=862.30
Catch Basin
inv=862.30

RESERVED
FOR
CITY OF RAMSEY
DETAILS

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CONTRACTOR:

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GENERAL CONTRACTORS

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Grady Kinghorn
(763) 428-8088
glkinghorn@kinghornco.com

NORTHGATE PERFORMING ARTS CENTER

NE Quad. Sunwood Drive and Peridot Street
Ramsey, MN

DETAILS

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

Scott D. Solin

Date: 09/04/12 Reg. No. 24348

PREPARED BY:

CIVIL ENGINEERING
SITE DESIGN
118 East Broadway St.
PO Box 256
Monticello, MN 55362
Phone: 763-314-0929
www.civilesd.com

REVISIONS:

VERTICAL SCALE
1 inch = ____ feet

HORIZONTAL SCALE
1 inch = 20 feet
(FULL SIZE SHEET 24 x 36)

DATE	DRAWN BY	DESIGNED BY	CHECKED BY
09/04/12	SD	SD	SD

FILE NO. 00419

C7

Detials

CITY OF RAMSEY
DEVELOPMENT AGREEMENT
FOR NORTHGATE ADDITION

This Agreement dated this _____ day of _____, 2013, and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and Northgate Church Inc., a Minnesota Non-Profit Corporation ("**PERMITTEE**")

WHEREAS, **PERMITTEE** is the fee owner of land legally described as follows:

Outlot A, RAMSEY TOWN CENTER 14TH ADDITION, subject to easement of record, Anoka County, Minnesota

-or upon recording-

Lot 1, Block 1, NORTHGATE ADDITION

(the "Property")

WHEREAS, **PERMITTEE** has received approval from the **CITY** for NORTHGATE ADDITION (the "Plat");

THEREFORE, THE **CITY** AND **PERMITTEE** AGREE AS FOLLOWS:

1. Conditions of Approval. The **CITY** hereby approves the Plat on condition that:

   a. **PERMITTEE** enter into this Agreement, and
   b. **PERMITTEE** provide the necessary security in accordance with the terms of this Agreement pursuant to the City Code.

2. Development Plans. **PERMITTEE** shall develop the **Plat** in accordance with the Final Plat Plans prepared by Bolton & Menk dated September 13, 2012 (the "Plans"). The Plans shall not be attached to this Agreement, but are in **CITY** files.

3. Stage I Improvements Required. The Stage I Improvements the **CITY** requires that **PERMITTEE** construct within the Property are as follows:

   a. Trunk and lateral sanitary sewer (already constructed)
   b. Trunk and lateral water mains (already constructed)
   c. Storm drainage facilities (already constructed)
   d. Stormwater maintenance though 90 percent buildout (already completed)
   e. Streets (already constructed)
   f. Concrete curb and gutter (already constructed)
   g. Street traffic control signals (already constructed)
   h. Lot grading (covered in Development Permit)
   i. Trail development (not required)
   j. Sidewalk completion to **CITY** sidewalk width standards
   k. Electricity (within one-fourth mile of Property)
   l. Phone (within one-fourth mile of Property)
   m. Natural gas (within one-fourth mile of Property)
   n. Boulevard sodding

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o. Water shut off boxes (already completed)
p. Easement acquisition
q. As-built plans (covered in Development Permit)
r. Stage I financial surety

("Stage I Improvements")

PERMITTEE agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans. The Plans are subject to revisions per City Staff Review Letter dated September 28, 2012. The final construction plans for the Stage I Improvements shall be submitted to the City Engineer for review and approval prior to commencement of construction on the Stage I Improvements.

PERMITTEE agrees to provide specifications, subject to review and approval of the City Engineer, for construction and restoration of utilities within Sunwood Drive. Work must be completed under traffic, be brought up to grade, and must restored to existing conditions within 24 hours.

PERMITTEE shall be responsible for completing the rough grading of the Property and providing lot corner stakes prior to the installation of underground utilities as set forth above.

4. Stage I Improvement Financial Guarantee. **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage I Improvements and their timely completion. **PERMITTEE** shall be responsible for a financial guarantee in the amount of Twenty-Three Thousand Six Hundred Eighty-Five Dollars and No Cents ($23,685.00), which amount is 125% of the City Engineer's estimated cost of Stage I Improvements. The financial guarantee shall be deposited with the **CITY** at the time of recording of the Plat. Upon completion of Stage I Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, any surplus remaining balance in the **CITY**'s escrow account shall be promptly refunded to **PERMITTEE.**

5. Inspection Fees. **PERMITTEE** shall be responsible for all inspection costs incurred by the **CITY** related to the installation of Stage I Improvements that require inspection by the **CITY's** Engineering Division. **PERMITTEE** shall make a cash deposit into the appropriate escrow account at the **CITY**, and the **CITY** shall have 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 Stage I Improvements. **PERMITTEE** shall be responsible for a cash deposit in the amount Nine Hundred Forty-Seven Dollars and No Cents ($947.00). Upon completion of the Improvements to the satisfaction of the **CITY**, any surplus remaining balance in the **CITY**'s escrow account shall be promptly refunded to **PERMITTEE**.

6. Installation. Stage I 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 **PERMITTEE** and approved by the City Engineer. **PERMITTEE** shall obtain all necessary permits from all agencies before proceeding with construction and the Stage I Improvements. Within thirty (30) days after the completion of the Stage I Improvements and before the security is released, **PERMITTEE** shall supply the **CITY** with a complete set of reproducible "As Built" plans.

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7. Time of Performance. **PERMITTEE** shall install all Stage I Improvements by December 1, 2013. **PERMITTEE** may, however, request an extension of time from the **CITY**. If an extension is granted, it shall be conditioned upon updating the security posted by **PERMITTEE** to reflect any cost increases.

8. Ownership of Improvements. Upon the completion of the work and construction required to be done by this Agreement, the Stage I Improvements lying within public easements shall become **CITY** property without further notice or action.

9. License. **PERMITTEE** hereby grants the **CITY**, its agents, employees, officers, and contractors, a license to enter the Plat to perform all necessary work and/or inspections, on each respective property, deemed appropriate by the **CITY** during installation of Stage I Improvements by the **CITY**. The license shall expire after the Stage I Improvements installed pursuant to this Agreement have been installed and accepted by the **CITY**.

10. Stage II Improvements. The Stage II Improvements which the **CITY** requires **PERMITTEE** to construct within the Plat are as follows:

    a) Street striping and signing (complete)
    b) Seal coating (complete)
    c) Street lights
    d) Inspections
    e) Survey Monumentation
    f) Stage II cash deposit

    ("Stage II Improvements")

11. Clean Up. **PERMITTEE** shall promptly clear from public streets and property any soil, earth, or debris resulting from the construction work on the Property.

12. Payment for Stage II Improvements. **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage II Improvements and their timely completion. **PERMITTEE** shall be responsible for a financial guarantee in the amount of Eight Thousand Four Hundred Thirty-Eight Dollars and No Cents ($8,438.00), which amount is 125% of the City Engineer's estimated cost of Stage II Improvements. The financial guarantee shall be deposited with the **CITY** at the time of recording of the Plat. Upon completion of Stage II Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, any surplus remaining balance in the **CITY**'s escrow account shall be promptly refunded to **PERMITTEE**.

13. Street Cleaning. After the street surfacing is installed, **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 **PERMITTEE'S** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.

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14. **PERMITTEE** Default. In the event of default by **PERMITTEE** as to any of the work to be performed by it hereunder, the **CITY** may, at its option, perform the work and **PERMITTEE** shall promptly reimburse the **CITY** for any reasonable expense incurred by the **CITY**, provided **PERMITTEE** is first given written notice of the work in default, not less than 48 hours in advance. This Agreement 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. **PERMITTEE** grants the City approval to seek reimbursement from any of **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 Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

    b. Written Amendments Only. The action or inaction of the **CITY** shall not constitute a waiver or amendment to the provisions of this Agreement. 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 Agreement shall not be a waiver or release.

    c. Compliance with Laws and Regulations. **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 **PERMITTEE** does comply. Upon the **CITY**'s demand, **PERMITTEE** shall cease work until there is compliance.

    d. This Agreement shall run with the land and shall be recorded against the title to the Plat by **PERMITTEE**. After **PERMITTEE** has completed the work required of it under this Agreement, at **PERMITTEE'S** request, the **CITY** will execute and deliver a release of this Agreement.

    e. Mailbox Locations. **PERMITTEE** agrees 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. **PERMITTEE**, on their respective lots, 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. **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 Allina Lot.

    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. **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.

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h. Constructing Site Maintenance. **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 Agreement as to Stage I and Stage II Improvements, unless qualified as fixed amounts, are estimated. **PERMITTEE** agrees to pay each portion of the entire cost of said improvements including interest, engineering and legal fees related thereto.

j. Plat Approval Expenses. **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**. **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.

l. Marketable Title. Prior to recording of the Final Plat, **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 Agreement 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 **PERMITTEE** to provide proof of authority by their respective governing boards to execute this Agreement. 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. Recording of This Contract. **PERMITTEE** shall record this Agreement in the office of the Anoka County Recorder. **PERMITTEE** agrees that the terms and provisions of this Agreement shall run with the land and shall bind the parties. Upon performance of **PERMITTEE'S** obligations under this Agreement and after one (1) year warranty and acceptance by the **CITY** that all Stage I Improvements, Stage II Improvements, and all requirements contained herein as complete, **CITY** will execute an instrument in recordable form acknowledging the termination of this Agreement within a reasonable timeframe.

p. Violation of This Contract. If **PERMITTEE** fail 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 defaultee**,** 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 **PERMITTEE** shall also be grounds for denial of Building Permits for buildings on the Property.

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q. Contract Binding On Successors and Assigns. This Development Contract shall be binding upon the parties, and their successors and assigns.

16. Requirements for Building and Occupancy Permits. The parties have executed a Development Permit of even date herewith governing the conditions of issuance of 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 Development Agreement 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 trees, or escrow for same, have been provided.

17. Park Dedication. The Property is located in the City's Greenland Hills District. The current park dedication requirement is $4,738 per commercial acre. The amount due on the Property is Six Thousand Four Hundred Forty Four Dollars and No Cents ($4,738.00 x 1.36 acres = **$6,444.00**). **PERMITTEE** shall pay all park dedication fees before release of the plat for recording at Anoka County. The rate in effect at the time of execution of this Agreement will be collected.

18. Trail Development Fees. The current trail development fee is $1,090 per commercial acre. The amount due on the Property is One Thousand Four Hundred Eighty Two Dollars and No Cents ($1,090.00 1.36 acres = **$1,482.00**). **PERMITTEE** shall pay all fees before release of the plat for recording at the County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.

19. Sanitary Sewer Connection (Trunk) Fees. The current sanitary sewer connection fee is $3,308 per acre. The total amount due on the Property is Four Thousand Four Hundred Ninety-Nine Dollars and No Cents ($3,308 x 1.36 acres = **$4,499**). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.

20. Water Connection (Trunk) Fees. The current water connection fee is $5,835 per acre. The total amount due on the Property is Seven Thousand Nine Hundred Thirty Six Dollars and No Cents ($5,835 x 1.36 acres = **$7,936.00**). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.

DRAFT

21. Sanitary Sewer Lateral Fees. The current sanitary sewer lateral fee is $3,328 per connection. The total amount due on the Property is Four Thousand Five Hundred Twnety-Six Dollars and No Cents ($3,328 x one (1) connection = **$3,328.00**). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.

22. Water Lateral Fees. The current water lateral fee is $6,143 per connection. The total amount due on the Property is Six Thousand One Hundred Forty-Three Dollars and No Cents ($6,143 x one (1) connection = **$6,143.00**). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.

23. Stormwater Management Fee. The current stormwater management fee is $4,465 per commercial acre. The amount due on the Property is Six Thousand Seventy Two Dollars and No Cents ($4,465.00 x 1.36 acres = **$6,072.00**). **PERMITTEE** shall pay all fees before release of the plat for recording at Anoka County. The rate in effect at the time of execution of the Agreement will be collected.

24. Street Light Fee. The current street light fee for The COR is $2,600 per light. The amount due on the Property is Thirteen Thousand Dollars and No Cents ($2,600 x five (5) lights = **$13,000.00**). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.

25. Street Light Operating and Maintenance Fee. The current street light operating and maintenance fee for The COR (first three years of operation) is $294 per light. The amount due on the Property is One Thousand Four Hundred Seventy Dollars and No Cents ($294 x five (5) lights = **$1,470.00**). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.

26. Sidewalk Construction. **PERMITTEE** shall construct and pave on the Property, in accordance with **CITY** standards, a four (4) foot wide concrete sidewalk with pedestrian ramps in locations prescribed by the **CITY** as shown on the Plans and as amended by City Staff Review, at a grade not to exceed 5%.

27. 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:

AS TO PERMITTEE

Northgate Church, Inc.c/o Wayne Skaff15407 Krypton Street NWRamsey, MN 55303
With a copy to:

Wilbur F. Dorn Jr.
Dorn Law Firm, L td.
9380 Central Av NE

DRAFT

Blaine, MN 55434

AS TO CITY

City Administrator
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

With a copy to:

Development Services Manager
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

DRAFT

City of Ramsey

By:_____
Sarah Strommen, Mayor

By:_____
Kurt G. Ulrich, City Administrator

NORTHGATE CHURCH, INC.

By:_____

Its:_____

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

On this_____ day of_____ 2013, before me a Notary Public within and for said County, personally appeared Sarah Strommen and Kurt G. Ulrich, to me personally known, who each by me dually sworn, each did say that they are respectively the Mayor and the City Administrator 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 Administrator 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 _____ , 2013, by, Wayne Skaff, the Executive Pastor of Northgate Church, Inc., a Minnesota Non Profit Corporation under the laws of the State of Minnesota, on behalf of the corporation.

_____
Notary Public

DRAFT

NORTHGATE PERFORMING ARTS CENTER
DEVELOPMENT PERMIT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA

THIS DEVELOPMENT PERMIT, is 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 **NORTHGATE CHURCH, INC.,** a non-profit corporation (domestic) under the laws of the State of Minnesota, whose address is 15407 Krypton St NW, Ramsey, MN 55303 (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 1, Block 1, NORTHGATE ADDITION, Anoka County, Minnesota

(the "Subject Property"); and

WHEREAS, on October 23, 2012, the **CITY** approved the final plat of the Subject Property for NORTHGATE ADDITION (the "**Plat**"),

WHEREAS, on October 23, 2012, the **CITY** approved the final site plan for the Northgate Performing Arts Center 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;** and

WHEREAS, City Code Section 117-54 contains required content and structure for the following development permit.

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 plans consisting of Sheets A1, A2, and A3 prepared by Lampert Architects, dated August 29, 2012, *revised September 4, 2012* and Sheets C0, C1, C2, C3, C4, C5, C6, and C7 prepared by Civil Engineering Site Design dated September 4, 2012, subject to revisions as required by the City Staff Review Letter dated September 28, 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 on the Subject Property shall be constructed in accordance with the requirements of the Building Code.

5. **Fire Lanes.** Fire lanes shall be maintained on the Subject Property. The exact locations of these items on the Subject Property shall be as directed by the Fire Chief or his/her designee. 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 or his/her designee.

6. **Building Façade.** The **PERMITTEE** agrees to construct the building on the Subject Property in accordance with the site plan and architectural elevations prepared by Lampert Architects dated September 4, 2012, and approved by the City Council on October 23, 2012.

7. **Required Improvements.** The **PERMITTEE** shall construct and install the following site improvements on the Subject Property in accordance with the specifications and location as shown on the Site Plan**.** The Required Improvements are as follows:

   a. Site grading
   b. Private storm sewer 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.
   g. Continuous, B6/12 concrete curbing and gutter around the perimeter of all bituminous surfaces, excluding the bituminous surface parallel to the west boundary of the site.
   h. Installation of Landscaping
   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 May 1, 2014.

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 Two Hundred Ten Thousand Five Hundred Forty-Eight Dollars and No Cents. (**$**210,548.00), which is 150% of the **CITY'S** estimated cost of the Required Improvements. Prior to the issuance of the building permit, all financial guarantees must be provided as required herein. [NOTE: If the Developer has bids for the required improvements that are proven to be lower than our Engineer's Estimate, the City Engineer will take those bids in consideration for the financial guarantee. Bids may need to be accepted and signed to be used for this purpose.]
Upon completion of the construction of the Required Improvements, the corresponding financial guarantee shall be returned to the **PERMITTEE (**or letter of credit released) as soon as reasonably possible and the **PERMITTEE shall be** required to provide the landscaping maintenance guarantee described in Paragraph 12 of this Development Permit. 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 within the timeframe provided for 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 **Subject Property** 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 requiring inspection by the **CITY's** Engineering Division, which equates to One Thousand One Hundred Twenty-Five Dollars and No Cents (22,500 X .05 = $1,125.00). Upon completion of the Required Improvements to the satisfaction of the **CITY**, any surplus balance remaining in the **CITY'S** escrow account shall be promptly refunded to the **PERMITTEE**.

SECTION II
PERMITS AND OCCUPANCY

11. **Requirements for Building Permits**. No building permit for any lot on the Subject Property 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) when the **Plat** of Northgate Addition has been recorded at Anoka County Property Records, (e) a Lower Rum River Watershed Management Organization Permit has been obtained. In addition, 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 Subject Property. 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 **Subject Property** shall be issued until: (a) vehicular access to the **Subject Property** 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) if 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.

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 for the Subject Property, in accordance with the Landscape Plan. Said maintenance guarantee shall consist of cash or a letter of credit,

approved as to form by the City, in the amount of One Thousand Four Hundred Sixty-Three Dollars. and No Cents **($1,463.00)** [# plantings (8 trees, 33 shrubs) x cost/planting ($300/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 (**or letter of credit released).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 or other construction 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 Development Permit 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 Development Permit.

19. **Proof of Authority**. When the **PERMITTEE** is a corporation, the **CITY** requires proof of authority by the corporation to execute this Development Permit.

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, such amount of any and all financial guarantees that are needed to compensate CITY for actual damages incurred as a result of such breach. 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.

22. **Impacted Public Improvements**. The Permittee shall promptly return any material to the **CITY** that is required to be removed as a result of the construction of the entrance to the Subject Property (the "Entrance"). The **PERMITTEE** agrees to not damage or destroy any plant, tree, or other landscape material removed for the construction of the Entrance and agrees to restore the irrigation system to working order.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, this _____ day of _____, 2013.

DRAFT

NORTHGATE CHURCH, INC.

By: _____
Wayne Skaff, Executive Pastor

CITY OF RAMSEY

By: _____
Sarah Strommen, Mayor

ATTEST

By: _____
Kurt G. Ulrich, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, 2013, before me a Notary Public personally appeared Sarah Strommen and Kurt G. Ulrich, to me personally known, 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 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 Sarah Strommen and Kurt G. Ulrich acknowledge 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 _____, 2013, by Wayne Skaff, Executive Pastorof Northgate Church, Inc., a non-profit corporation (domestic) under the laws of the State of Minnesota, on behalf of the company.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

REVIEWED BY:

Randall, Goodrich and Haag P.L.C.
2140 Fourth Avenue
Anoka, MN

DRAFT

Kinghorn COMPANY
GENERAL CONTRACTORS

Northgate Church
Site Improvement Quantities & Costs
3/5/2013

Site Grading & Utilities	QTY	Unit Cost	Unit	TOTAL
Grading	1	$ 22,500.00	LS	22,500.00
Utilities	1	$ 32,598.00	LS	32,598.00

Site Concrete	QTY	Unit Cost	Unit	TOTAL
Curb & Gutter B612	686	$ 13.32	LF	9,137.52
Curb & Gutter B618 Street Patch	28	$ 24.93	LF	698.04
Concrete Valley Gutter	58	$ 25.43	LF	1,474.94

Paving	QTY	Unit Cost	Unit	TOTAL
Light duty Parking Lot	1682		SY	
Heavy duty Drive Lane	177		SY	
Combined Total	1859	$ 20.92	SY	38,900.00

Landscaping	QTY	Unit Cost	Unit	TOTAL
Autumn Radiance Maple	2	$ 288.00	ea	576.00
Colorado Blue Spruce	6	$ 256.00	ea	1,536.00
Buffalo Juniper	3	$ 38.00	ea	114.00
Arctic Fire Dogwood	28	$ 36.00	ea	1,008.00
Prairie Petite Lilac	2	$ 38.00	ea	76.00
Karl Forester Grass	9	$ 13.00	ea	117.00
Assorted Hosta	20	$ 14.00	ea	280.00
Shredded Hardwood Mulch	15	$ 75.00	CY	1,125.00
4 oz. weed barrier fabric	1000	$ 0.10	SF	100.00
Commercial Grade Vinyl Edger	180	$ 2.40	LF	432.00
Sod	1000	$ 4.10	SY	4,100.00
Seed	1400	$ 1.80	SY	2,520.00

TOTAL				117,292.50

Engineer's Estimate
Northgate Performing Arts Center
March 20, 2013

Utilities

Description	Estimated Quantities	Unit	Unit Price	Extension
36" Perforated Pipe	244	LF	$ 65.00	$ 15,860.00
48" Catch Basin	3	EA	$ 1,500.00	$ 4,500.00
15" RCP	190	LF	$ 15.00	$ 2,850.00
12" PVC	75	LF	$ 12.00	$ 900.00
geotextile Fabric	600	SY	$ 2.00	$ 1,200.00
Excavation (removal)	220	CY	$ 7.00	$ 1,540.00
2"Minus Rock	156	CY	$ 20.00	$ 3,120.00
Abandon Storm Stub	1	LS	$ 600.00	$ 600.00
Connect to Existing Storm	1	EA	$ 500.00	$ 500.00
Connect to Existing Water	1	EA	$ 500.00	$ 500.00
Connect to Existing Sewer	1	EA	$ 500.00	$ 500.00
Sub-total - Utilities				**$ 32,070.00**

Site Improvements

Description	Estimated Quantities	Unit	Unit Price	Extension	public improvements	
public sidewalk	280	SY	$ 32.00	$ 8,960.00	$ 8,960.00	Stage I
Private sidewalk	184	SY	$ 32.00	$ 5,888.00		Stage I
public ramp	1	EA	$ 250.00	$ 250.00	$ 250.00	Dev Permit
Private sidewalk (hd)	52	SY	$ 30.00	$ 1,560.00		Dev Permit
Private steps	6	Steps	$ 100.00	$ 600.00		Dev Permit
Grading	1	LS	$ 5,000.00	$ 17,500.00		Dev Permit
Erosion Control/SWPPP	1	LS	$ 5,000.00	$ 5,000.00		Dev Permit
Premium topsoil	330	CY	$ 20.00	$ 6,600.00		Dev Permit
Restoration / Sod	2000	SY	$ 3.20	$ 6,400.00		Dev Permit
street light	2	ea	$ 3,000.00	$ 6,000.00		Stage II
remove curb	100	LF	$ 5.00	$ 500.00		Dev Permit
remove bituminous	200	SY	$ 2.00	$ 400.00		Dev Permit
milling	55	SY	$ 2.00	$ 110.00		Dev Permit
Class 5 Agg Base	730	TN	$ 18.00	$ 13,140.00		Dev Permit
Concrete Curb	790	LF	$ 14.00	$ 11,060.00		Dev Permit
Bit Base	245	TN	$ 70.00	$ 17,150.00		Dev Permit
Bit Wear	185	TN	$ 75.00	$ 13,875.00		Dev Permit
Striping - Epoxy	1000	LF	$ 1.50	$ 1,500.00		Dev Permit
Pavement Messages	5	EA	$ 250.00	$ 1,250.00		Dev Permit
Signage	1	LS	$ 400.00	$ 400.00		Dev Permit
Iron Monumentation	1	LS	$ 750.00	$ 750.00		Stage II
Construction Staking	1	LS	$ 8,500.00	$ 8,500.00		Dev Permit
As-Builts	1	LS	$ 2,500.00	$ 2,500.00		Dev Permit
Boulevard Sod	1000	SY	$4.10	$ 4,100.00		Stage I
Sub-total - Site Improvements				**$ 133,993.00**	**$ 9,210.00**	

Engineer's Estimate
Northgate Performing Arts Center
March 20, 2013

Total	**$ 166,063.00**	
Required LOC (150%)	**$ 249,094.50**	
Inspection Escrow (5%)		**$ 1,573.00**

= Requires City Inspection

CC Regular Session **4. 2.**

Meeting Date: 03/26/2013

By: Jackie Lipski, Finance

Information

Title:

Adopt Resolution #13-03-063 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of March 7, 2013 through March 20

Funding Source:

N/A

Council Action:

Motion to Adopt Resolution #13-03-063 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of March 7, 2013 through March 20.

Attachments

Bills List 3/26/2013

Resolution 3/26/2013

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	03/21/2013 08:38 AM
Kurt Ulrich	Kurt Ulrich	03/21/2013 03:49 PM

Form Started By: Jackie Lipski Started On: 03/20/2013 02:57 PM

Final Approval Date: 03/21/2013

CITY OF RAMSEY - FINANCE OFFICE Printed 3/20/2013

RAMSEY CITY COUNCIL MEETING

3/26/2013

BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Purchase Journal:	
Prepaids 3/7/2013-3/20/13	799,001.12
Accounts Payab 3/7/13-3/20/13	153,000.26
Payroll 3/14/13	107,061.90
Pay Estimates	17,744.64

TOTAL SUBMITTED FOR APPROVAL THIS MEETING **$ 1,076,807.92**

		APPROVED PREV. MTG	2012 Y.T.D.
DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:			
	NET PAYROLL TOTAL	$ 114,254.45	$ 589,690.73
-	CORRECTION TO PAYROLL		
	PREPAIDS		
-	PREPAID ADJUSTMENTS	1,237,441.36	2,447,302.07
	WIRE TRANSFERS FOR DEBT SERVICE		407,056.25
-	CORRECTION TO D.S.		
	ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
-	BILLS LIST SUBMITTED	213,329.48	874,847.59
	ADD (DELETE) BILLS LIST SUBMITTED PAY ESTIMATE(S)		118,038.75
-	CHECKS VOIDED	0.00	0.00
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED		**$ 1,565,025.29**	**$ 4,436,935.39**

CITY OF RAMSEY

Council Check Register

3/7/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
91004	**3/7/2013**		**113027 BLUE CROSS BLUE SHIELD- EAP**						
		61.25	EAP FEB 2013		66598	2629350	0130.6315		MISCELLANEOUS PROFESSIO
		61.25							
91005	**3/7/2013**		**100404 CENTURYLINK**						
		65.35	FEB/MAR 2013 BILLING		66599	763 422-1452 795 FEB 13	0452.6321		TELEPHONE
		65.35							
91006	**3/7/2013**		**100351 NCPERS MINNESOTA**						
		384.00	MARCH 3013 BILLING		66600	704800 MAR 2013	9101.2170		DENTAL/DISABILITY/LIFE
		384.00							
91007	**3/7/2013**		**113445 PERSHING, LLC**						
		630.97	PURCHASE MENARD CASS/SANGAMON		66601	030613	9701.4701		INTEREST ON INVESTMENTS
		25,075.00	PURCHASE MENARD CASS/SANGAMON		66601	030613	9701.4701		INTEREST ON INVESTMENTS
		590,000.00	PURCHASE MENARD CASS/SANGAMON		66601	030613	9701.1038		JURAN & MOODY - INVESTMEI
		615,705.97							
91008	**3/7/2013**		**111137 WRIGHT HENNEPIN COOPERATIVE EL**						
		29.87	FEB 2013 SERVICES		66602	150-1687-1105FE B 2013	9410.6315	00041012	MISCELLANEOUS PROFESSIO
		29.87							
91081	**3/14/2013**		**107962 GENESIS EMPLOYEE BENEFITS**						
		3,875.00			66604	03121315563810	9101.2176		LIFE/HEALTH-EMPLOYEE
		3,875.00							
91082	**3/14/2013**		**100012 ACE SOLID WASTE INC**						
		27.55	RECYCLE/TRASH MARCH 2013		66620	0010211249	9601.6374		REFUSE/RECYCLING
		27.55	RECYCLE/TRASH MARCH 2013		66620	0010211249	9602.6374		REFUSE/RECYCLING
		27.55	RECYCLE/TRASH MARCH 2013		66620	0010211249	9605.6374		REFUSE/RECYCLING
		31.16	RECYCLE/TRASH MARCH 2013		66620	0010211249	0220.6374		REFUSE/RECYCLING
		82.65	RECYCLE/TRASH MARCH 2013		66620	0010211249	0311.6374		REFUSE/RECYCLING
		88.07	RECYCLE/TRASH MARCH 2013		66620	0010211249	0452.6374		REFUSE/RECYCLING
		159.42	RECYCLE/TRASH MARCH 2013		66620	0010211249	0194.6374		REFUSE/RECYCLING
		443.95							
91083	**3/14/2013**		**100297 CENTERPOINT ENERGY**						
		315.32	JAN 2013 BILLING		66621	8000014064-2JAN 13	9601.6373		GAS
		315.32	JAN 2013 BILLING		66621	8000014064-2JAN 13	9602.6373		GAS
		315.32	JAN 2013 BILLING		66621	8000014064-2JAN 13	9605.6373		GAS
		492.42	JAN 2013 BILLING		66621	8000014064-2JAN 13	0452.6373		GAS
		945.96	JAN 2013 BILLING		66621	8000014064-2JAN 13	0311.6373		GAS
		2,035.22	JAN 2013 BILLING		66621	8000014064-2JAN 13	0220.6373		GAS
		4,419.56							
91084	**3/14/2013**		**110734 CITY OF RAMSEY**						
		14.21	722365		66635	031413	9601.4651		WATER REVENUE
		17.82	722603		66635	031413	9601.4651		WATER REVENUE
		19.77	722699		66635	031413	9601.4651		WATER REVENUE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		400.00	722626		66635	031413	9601.4651		WATER REVENUE
		451.80							
91085	**3/14/2013**		**100116 CONNEXUS ENERGY**						
		502.89	TRAFFIC SIGNALS FEB 2013		66622	759126-303100FE B 13	0260.6371		ELECTRIC UTILITIES
		267.82	MISC PW ACCOUNTS FEB 2013		66623	759126-303106FE B 13	9605.6371		ELECTRIC UTILITIES
		267.83	MISC PW ACCOUNTS FEB 2013		66623	759126-303106FE B 13	9601.6371		ELECTRIC UTILITIES
		267.83	MISC PW ACCOUNTS FEB 2013		66623	759126-303106FE B 13	9602.6371		ELECTRIC UTILITIES
		803.49	MISC PW ACCOUNTS FEB 2013		66623	759126-303106FE B 13	0311.6371		ELECTRIC UTILITIES
		1,541.30	MISC PW ACCOUNTS FEB 2013		66623	759126-303106FE B 13	0452.6371		ELECTRIC UTILITIES
		39.91	MISC CITY ACCOUNTS FEB 2013		66624	759126-303107FE B13	9410.6371	00041018	ELECTRIC UTILITIES
		83.60	MISC CITY ACCOUNTS FEB 2013		66624	759126-303107FE B13	9230.6371		ELECTRIC UTILITIES
		89.91	MISC CITY ACCOUNTS FEB 2013		66624	759126-303107FE B13	0295.6371		ELECTRIC UTILITIES
		134.87	MISC CITY ACCOUNTS FEB 2013		66624	759126-303107FE B13	0194.6371		ELECTRIC UTILITIES
		431.55	MISC CITY ACCOUNTS FEB 2013		66624	759126-303107FE B13	9410.6371	00041012	ELECTRIC UTILITIES
		2,059.61	MISC CITY ACCOUNTS FEB 2013		66624	759126-303107FE B13	0220.6371		ELECTRIC UTILITIES
		5,188.18	MISC CITY ACCOUNTS FEB 2013		66624	759126-303107FE B13	9240.6371		ELECTRIC UTILITIES
		5,190.21	MISC CITY ACCOUNTS FEB 2013		66624	759126-303107FE B13	0194.6371		ELECTRIC UTILITIES
		16,869.00							
91086	**3/14/2013**		**100179 FIRE FIGHTERS RELIEF ASSN**						
		3,000.00	SUP PAY GEVING/PETERSON		66625	031413	9101.4273		OTHER STATE GRANTS & AIDS
		3,000.00							
91087	**3/14/2013**		**107962 GENESIS EMPLOYEE BENEFITS**						
		42.50	VEBA/FLEX FEES FEB 2013		66626	17889	0130.6315		MISCELLANEOUS PROFESSIO
		215.00	VEBA/FLEX FEES FEB 2013		66626	17889	9101.2176		LIFE/HEALTH-EMPLOYEE
		257.50							
91088	**3/14/2013**		**113023 HOSCH APPRAISAL AND CONSULTING**						
		270.00	RE:8019 14TH AVE APPRAISAL		66627	HAC11101-00-05	9496.6315		MISCELLANEOUS PROFESSIO
		270.00							
91089	**3/14/2013**		**111501 LANDFORM PROFESSIONAL SERVICES**						
		15,000.00	SERVICES THROUGH OCT 2012		66618	21179A	0295.6315		MISCELLANEOUS PROFESSIO
		15,000.00	SERVICES THROUGH DEC 2012		66619	21218A	0295.6315		MISCELLANEOUS PROFESSIO
		36.47	SERVICES THROUGH JAN 2013		66628	21257	0295.6315		MISCELLANEOUS PROFESSIO
		15,000.00	SERVICES THROUGH JAN 2013		66628	21257	0295.6315		MISCELLANEOUS PROFESSIO
		45,036.47							
91090	**3/14/2013**		**100389 MN POST BOARD**						
		765.00	POST BOARD RENEW 9 OFFICERS		66629	031113	0211.6451		MEMBERSHIP DUES
		765.00							

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91091	**3/14/2013**		**100379 PETTY CASH PW**						
		123.56	REIMBURSE PW PETTY CASH		66630	031313	9601.6249		MISCELLANEOUS OPERATING
		123.56							
91092	**3/14/2013**		**113563 SWISHER, JOHN**						
		100.00	DAMAGE DEP REFUND CC#4388		66631	031313	9804.1160		KEY & DAMAGE DEPOSIT
		100.00							
91093	**3/14/2013**		**100510 VERIZON WIRELESS**						
		74.44	FEB 2013 BILLING		66633	9700234924	0130.6323		CELLULAR PHONES
		74.44							
91094	**3/14/2013**		**107877 WILSON DEVELOPMENT SERVICES**						
		1,299.44	RE:WISER CHOICE RELOCATE		66632	23124	9496.6315		MISCELLANEOUS PROFESSIO
		1,299.44							
91095	**3/14/2013**		**111137 WRIGHT HENNEPIN COOPERATIVE EL**						
		29.87	7550 SUNWOOD DR PD		66634	150-1682-6501 FEB 13	0211.6489		OTHER CONTRACTED SERVIC
		29.87							
91096	**3/19/2013**		**100404 CENTURYLINK**						
		307.08	MARCH 2013 BILLING		66696	612 E34-0550 637MAR13	0192.6321		TELEPHONE
		307.08	MARCH 2013 BILLING		66697	612 E34-0544 018MAR13	0192.6321		TELEPHONE
		307.08	MARCH 2013 BILLING		66698	612 E34-0549 596MAR13	0192.6321		TELEPHONE
		921.24							
91097	**3/19/2013**		**113321 FACTORY MOTOR PARTS**						
		186.14	ALTERNATOR		66699	70-129104	0311.6257		OTHER VEHICLE PARTS
		186.14							
91098	**3/19/2013**		**100345 NAPA AUTO PARTS ELK RIVER**						
		43.91	GREASE		66700	650879	0311.6281		SMALL TOOLS & MINOR EQUIF
		43.91							
91099	**3/19/2013**		**100413 RANDALL, GOODRICH AND HAAG, P**						
		2,404.60	5 DWI ADM FORFEITURES		66701	031513	0230.6249		MISCELLANEOUS OPERATING
		2,404.60							
91100	**3/19/2013**		**100413 RANDALL, GOODRICH AND HAAG, P**						
		2,873.80	MARCH 13 PROSECUTION		66702	031813	0161.6304		LEGAL FEES
		2,873.80							
91101	**3/19/2013**		**113001 UNITED METHODIST CHURCH OF ANO**						
		845.03	INSURANCE PYMT DAMAGED DOORS		66704	031513	9702.4609		OTHER MISCELLANEOUS REV
		845.03							
91102	**3/19/2013**		**100290 USA MOBILITY INC**						
		6.36	MARCH 2013 BILLING		66703	W0317755C	0311.6323		CELLULAR PHONES
		168.60	MARCH 2013 BILLING		66703	W0317755C	0220.6249		MISCELLANEOUS OPERATING
		174.96							
91103	**3/19/2013**		**111137 WRIGHT HENNEPIN COOPERATIVE EL**						

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		26.67	7550 SUNWOOD DR CH		66705	150-1681-6340FE B13	0194.6489		OTHER CONTRACTED SERVIC
		26.67	7650 SUNWOOD DR- RAMP		66706	150-1681-4280 FEB 13	9240.6315		MISCELLANEOUS PROFESSIO
		53.34							
90242337	**3/14/2013**		**100398 PUBLIC EMPLOYEES RETIREMENT AS**						
		12,514.14			66613	0312131556387	9101.2174		PERA-EMPLOYEE
		16,751.64			66614	0312131556388	9101.2183		PERA-EMPLOYER
		29,265.78							
94814465	**3/14/2013**		**100113 BANK OF THE WEST**						
		16,831.55			66603	0312131556381	9101.2171		FEDERAL WITHHOLDING
		8,007.31			66608	0312131556382	9101.2173		FICA & MEDICARE-EMPLOYEE
		8,007.31			66609	0312131556383	9101.2182		FICA & MEDICARE-EMPLOYER
		32,846.17							
96744192	**3/14/2013**		**100601 MN DEPT OF REV WH**						
		7,050.35			66615	0312131556389	9101.2172		STATE WITHHOLDING
		7,050.35							
99022813	**3/18/2013**		**100219 HOME DEPOT COMMERCIAL ACCT PRO**						
		26.93	FEB 2013 BILLING		66695	022813	0194.6249		MISCELLANEOUS OPERATING
		26.93							
99031413	**3/14/2013**		**108768 COMDATA NETWORK INC**						
		633.80-	USAIRWAY , ULRICH		66616	FEB13 COMDATA	0111.6331		TRAVEL & LODGING
		633.80-	USAIRWAY , ULRICH		66616	FEB13 COMDATA	0111.6331		TRAVEL & LODGING
		1.42	AMAZON , BRAMA		66616	FEB13 COMDATA	0312.6249		MISCELLANEOUS OPERATING
		1.62	OFFICE MAX , WIEMANN		66616	FEB13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		1.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		1.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		1.99	THE HOME DEPOT , RIEMER		66616	FEB13 COMDATA	0312.6267		OTHER STREET MAINTENANC
		2.13	THE HOME DEPOT , RIEMER		66616	FEB13 COMDATA	0312.6267		OTHER STREET MAINTENANC
		2.97	THE HOME DEPOT KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		2.97	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		3.20	J&R SOUND/MAILORDER , WIEMANN		66616	FEB13 COMDATA	0223.6389		TOWING SERVICES
		4.47	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		4.47	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		4.47	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		4.47	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		5.33	AMAZON , FREDRICKSON		66616	FEB13 COMDATA	0130.6323		CELLULAR PHONES
		5.54	AMAZON , FREDRICKSON		66616	FEB13 COMDATA	0130.6323		CELLULAR PHONES
		5.47	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		6.37	AMAZON , FREDRICKSON		66616	FEB13 COMDATA	0130.6323		CELLULAR PHONES
		5.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		5.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		5.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		6.79	OFFICE MAX , WIEMANN		66616	FEB13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		6.79	OFFICE MAX , WIEMANN		66616	FEB13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		7.44	AMAZON , FREDRICKSON		66616	FEB13 COMDATA	0130.6323		CELLULAR PHONES
		7.47	J&R SOUND/MAILORDER , WIEMANN		66616	FEB13 COMDATA	0223.6389		TOWING SERVICES
		7.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		7.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		7.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		7.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		8.54	AMAZON , FREDRICKSON		66616	FEB13 COMDATA	0130.6323		CELLULAR PHONES

CITY OF RAMSEY

Council Check Register

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		8.15	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		9.00	DEPOT PARKING , ULRICH		66616	FEB13 COMDATA	0130.6335		TRAINING
		9.97	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		9.97	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		9.99	OFFICE MAX , WIEMANN		66616	FEB13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		10.69	COBORN'S SUPERSTORE , WIEMANN		66616	FEB13 COMDATA	0211.6249		MISCELLANEOUS OPERATING
		13.09	AMAZON , FREDRICKSON		66616	FEB13 COMDATA	0130.6323		CELLULAR PHONES
		15.47	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		17.08	WWW.NEWEGG.COM , FREDRICKSON		66616	FEB13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		17.65	FRATTALLONES , RIEMER		66616	FEB13 COMDATA	0311.6249		MISCELLANEOUS OPERATING
		17.98	COBORN'S SUPERSTORE , KAPLER		66616	FEB13 COMDATA	0220.6249		MISCELLANEOUS OPERATING
		19.98	AMAZON , BRAMA		66616	FEB13 COMDATA	0312.6249		MISCELLANEOUS OPERATING
		20.08	DEY APPLIANCE , BRAY		66616	FEB13 COMDATA	0194.6382		MACHINERY & EQUIPMENT RE
		20.29	FRATTALLONES , RIEMER		66616	FEB13 COMDATA	0311.6249		MISCELLANEOUS OPERATING
		26.77	POWER SYSTEMSWIEMANN		66616	FEB13 COMDATA	0223.6389		TOWING SERVICES
		27.86	THE HOME DEPOT , RIEMER		66616	FEB13 COMDATA	0312.6267		OTHER STREET MAINTENANC
		28.86	CENTRAL HYDRAULICS , RIEMER		66616	FEB13 COMDATA	0311.6249		MISCELLANEOUS OPERATING
		31.94	AMAZON , WIEMANN		66616	FEB13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		32.01	WWW.NEWEGG.COM , WIEMANN		66616	FEB13 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISI
		32.01	WWW.NEWEGG.COM , WIEMANN		66616	FEB13 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISI
		32.10	WM SUPERCENTER , BRAY		66616	FEB13 COMDATA	0111.6249		MISCELLANEOUS OPERATING
		32.12	CELLULAR EXPERTS , KAPLER		66616	FEB13 COMDATA	0220.6249		MISCELLANEOUS OPERATING
		45.10	COBORN'S SUPERSTORE , ULRICH		66616	FEB13 COMDATA	0130.6249		MISCELLANEOUS OPERATING
		51.21	WWW.NEWEGG.COM , WIEMANN		66616	FEB13 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISI
		52.19	BOB JOHNSON'S COMP , WIEMANN		66616	FEB13 COMDATA	0211.6257		OTHER VEHICLE PARTS
		50.00	COA*AIRLINE TAXES&FEES , ULRIC		66616	FEB13 COMDATA	0111.6331		TRAVEL & LODGING
		58.25	AMAZON , WIEMANN		66616	FEB13 COMDATA	0211.6251		BATTERIES
		58.76	OPTICS PLANET INC , WIEMANN		66616	FEB13 COMDATA	0211.6257		OTHER VEHICLE PARTS
		60.00	MN GFOA , LUND		66616	FEB13 COMDATA	0153.6451		MEMBERSHIP DUES
		63.31	AMSOIL , KOHNER		66616	FEB13 COMDATA	0220.6227		LUBRICANTS & ADDITIVES
		64.17	CENTRAL HYDRAULICS , RIEMER		66616	FEB13 COMDATA	0312.6257		OTHER VEHICLE PARTS
		65.87	MAMA DE LUCAS PIZZERIA , ULRIC		66616	FEB13 COMDATA	0111.6249		MISCELLANEOUS OPERATING
		69.63	UNITED SURFACE PREP , RIEMER		66616	FEB13 COMDATA	0260.6249		MISCELLANEOUS OPERATING
		74.80	WWW.NEWEGG.COM , FREDRICKSON		66616	FEB13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		75.00	KOHL'S , DWYER		66616	FEB13 COMDATA	0211.6231		UNIFORMS & TURN-OUT GEAF
		75.97	MAMA DE LUCAS PIZZERIA , ULRIC		66616	FEB13 COMDATA	0111.6249		MISCELLANEOUS OPERATING
		77.95	LANDS END BUS OUTFITTER , WIEM		66616	FEB13 COMDATA	0211.6231		UNIFORMS & TURN-OUT GEAF
		77.95	LANDS END BUS OUTFITTER , WIEM		66616	FEB13 COMDATA	0211.6231		UNIFORMS & TURN-OUT GEAF
		90.79	WWW.NEWEGG.COM , WIEMANN		66616	FEB13 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISI
		92.84	COBORN'S SUPERSTORE , SCHIFERL		66616	FEB13 COMDATA	0211.6249		MISCELLANEOUS OPERATING
		102.06	EX *TIMBUK2 1275726 , DWYER		66616	FEB13 COMDATA	0211.6231		UNIFORMS & TURN-OUT GEAF
		108.76	MAMA DE LUCAS PIZZERIA , KAPLE		66616	FEB13 COMDATA	0220.6249		MISCELLANEOUS OPERATING
		130.00	MINNESOTA CHIEFS OF PD , DWYER		66616	FEB13 COMDATA	0211.6451		MEMBERSHIP DUES
		132.00	KENDELL DOORS & HARDWARD , BRA		66616	FEB13 COMDATA	0194.6259		BUILDING MAINT/REPAIR SUPI
		168.03	COPQUEST.COM , WIEMANN		66616	FEB13 COMDATA	0211.6237		CRIME SCENE KIT MATERIALS
		160.00	PAYPAL *MINNESOTAHI , DWYER		66616	FEB13 COMDATA	0211.6335		TRAINING
		160.00	PAYPAL *MINNESOTAHI , DWYER		66616	FEB13 COMDATA	0211.6335		TRAINING
		160.12	BLUE VELVET , KAPLER		66616	FEB13 COMDATA	0220.6249		MISCELLANEOUS OPERATING
		176.22	CENTRAL HYDRAULICS , RIEMER		66616	FEB13 COMDATA	0312.6257		OTHER VEHICLE PARTS
		192.35	WWW.NEWEGG.COM , FREDRICKSON		66616	FEB13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		199.00	ROCKHURST UNIVERSITY , RIEMER		66616	FEB13 COMDATA	0311.6335		TRAINING
		204.00	SURVEYMONKEY.COM , FREDRICKSON		66616	FEB13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		223.25	PAYPAL *BERKAT1977 , LASHER		66616	FEB13 COMDATA	0111.6249		MISCELLANEOUS OPERATING
		350.00	U OF M CCE NONCREDIT , RIEMER		66616	FEB13 COMDATA	0452.6335		TRAINING
		416.12	BLUE VELVET CARWASH , DWYER		66616	FEB13 COMDATA	0211.6249		MISCELLANEOUS OPERATING
		440.00	MINNESOTA RURAL WATER , RIEMER		66616	FEB13 COMDATA	9601.6335		TRAINING

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		650.00	FBI / LEEDA, INC , DWYER		66616	FEB13 COMDATA	0211.6335		TRAINING
		650.00	FBI / LEEDA, INC , DWYER		66616	FEB13 COMDATA	0211.6335		TRAINING
		700.00	GASAWAY CONSULTING , KAPLER		66616	FEB13 COMDATA	0220.6335		TRAINING
		745.00	APA STREAMING PRODUCTS , GLADH		66616	FEB13 COMDATA	0191.6335		TRAINING
		812.24	WWW.NEWEGG.COM , WIEMANN		66616	FEB13 COMDATA	0280.6241		COMMUNITY POLICING SUPPL
		1,267.60	USAIRWAY , ULRICH		66616	FEB13 COMDATA	0111.6331		TRAVEL & LODGING
		1,267.60	USAIRWAY , ULRICH		66616	FEB13 COMDATA	0111.6331		TRAVEL & LODGING
		2,273.44	IABC - BLOOMINGTON , RIEMER		66616	FEB13 COMDATA	0260.6249		MISCELLANEOUS OPERATING
		124.87-			66616	FEB13 COMDATA	9101.2082		SALES/USE TAX PAYABLE
		.69-			66616	FEB13 COMDATA	9290.2082		SALES/USE TAX PAYABLE
		10.95	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		11.08	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		13.91	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		15.49	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		15.66	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		17.08	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		17.24	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		17.87	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		19.38	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		19.83	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		20.13	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		20.31	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		20.91	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0452.6223	00000664	GASOLINE
		21.12	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		21.32	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		22.00	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		22.08	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		22.25	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0220.6223	00000563	GASOLINE
		22.33	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		22.69	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		22.83	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		23.37	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		24.03	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE

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		24.16	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		24.76	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		25.36	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		25.40	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		25.55	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000365	GASOLINE
		25.79	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		25.95	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		26.00	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		26.21	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		27.07	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		27.46	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		27.76	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		27.77	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		27.78	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		27.90	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		28.03	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		28.33	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		28.63	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		28.66	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		28.80	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000352	GASOLINE
		28.90	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		29.11	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		29.32	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		29.77	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		30.05	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		30.11	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		30.28	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000352	GASOLINE
		30.52	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE

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		30.58	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		31.00	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		31.04	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		31.36	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000364	GASOLINE
		31.37	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		31.61	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		31.71	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		31.74	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		31.74	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		32.25	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		32.50	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		32.84	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		32.87	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		32.97	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		33.27	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		33.29	SHELL OIL		66617	FEB COMDATA FUEL	0211.6223	00000352	GASOLINE
		33.36	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		33.56	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		34.20	CASEYS GEN STORE		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		34.71	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		35.05	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		35.18	HOLIDAY		66617	FEB COMDATA FUEL	0311.6223	00000405	GASOLINE
		35.47	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		35.55	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		35.64	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		35.85	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		35.86	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		35.96	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE

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		35.97	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		36.12	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		36.25	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		36.57	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		36.71	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		36.92	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		37.67	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		37.78	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		37.80	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		38.00	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000365	GASOLINE
		38.18	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		38.26	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		38.28	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		38.40	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		38.54	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		38.59	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		38.69	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		39.08	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		39.67	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		39.68	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		40.20	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		40.88	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		41.11	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		41.37	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		41.53	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		41.75	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		42.06	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		42.06	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000559	GASOLINE

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		42.15	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		42.23	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000364	GASOLINE
		42.35	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		42.39	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		43.20	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		43.61	HOLIDAY		66617	FEB COMDATA FUEL	0240.6223	00000406	GASOLINE
		43.62	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		43.66	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		43.75	HOLIDAY		66617	FEB COMDATA FUEL	0240.6223	00000406	GASOLINE
		43.81	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		43.92	LITTLE DUKES		66617	FEB COMDATA FUEL	0240.6223	00000401	GASOLINE
		44.09	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000351	GASOLINE
		44.30	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		44.50	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		44.64	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		44.89	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		45.43	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000364	GASOLINE
		45.46	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		45.54	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		45.62	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000365	GASOLINE
		45.67	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		45.69	HOLIDAY		66617	FEB COMDATA FUEL	0452.6223	00000664	GASOLINE
		45.80	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		46.10	SHELL OIL		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		46.11	LITTLE DUKES		66617	FEB COMDATA FUEL	9601.6223	00000667	GASOLINE
		46.14	LITTLE DUKES		66617	FEB COMDATA FUEL	0452.6223	00000678	GASOLINE
		46.45	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		46.59	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE

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		46.68	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000351	GASOLINE
		46.79	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		46.91	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000393	GASOLINE
		47.11	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		47.19	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0220.6223	00000563	GASOLINE
		47.66	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000375	GASOLINE
		47.70	LITTLE DUKES		66617	FEB COMDATA FUEL	9601.6223	00000667	GASOLINE
		48.07	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000351	GASOLINE
		48.25	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		48.60	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		48.63	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		48.78	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		48.88	LITTLE DUKES		66617	FEB COMDATA FUEL	0311.6223	00000676	GASOLINE
		49.15	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		49.30	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000365	GASOLINE
		49.66	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		49.75	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		49.85	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		50.07	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000376	GASOLINE
		50.46	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		50.88	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		51.00	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000375	GASOLINE
		51.29	LITTLE DUKES		66617	FEB COMDATA FUEL	0452.6223	00000653	GASOLINE
		51.37	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		51.44	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		51.97	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000559	GASOLINE
		52.09	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		53.00	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE

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		53.10	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		53.38	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		53.42	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		53.73	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000563	GASOLINE
		53.77	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		53.97	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		54.34	CASEYS GEN STORE		66617	FEB COMDATA FUEL	0311.6223	00000405	GASOLINE
		54.61	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		54.94	SHELL OIL		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		55.54	LITTLE DUKES		66617	FEB COMDATA FUEL	0452.6223	00000678	GASOLINE
		55.55	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		56.28	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		56.31	LITTLE DUKES		66617	FEB COMDATA FUEL	0240.6223	00000401	GASOLINE
		56.77	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		56.85	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		57.29	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		57.56	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000376	GASOLINE
		57.89	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		58.16	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		58.48	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		58.99	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000375	GASOLINE
		59.65	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0220.6223	00000564	GASOLINE
		61.39	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		61.77	HOLIDAY		66617	FEB COMDATA FUEL	0452.6223	00000653	GASOLINE
		61.87	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		61.90	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		62.00	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0220.6223	00000566	GASOLINE
		62.29	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE

CITY OF RAMSEY

Council Check Register

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		64.11	CASEYS GEN STORE		66617	FEB COMDATA FUEL	0452.6223	00000675	GASOLINE
		65.23	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		65.43	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000558	GASOLINE
		65.71	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		66.36	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0220.6223	00000564	GASOLINE
		67.26	LITTLE DUKES		66617	FEB COMDATA FUEL	0194.6223	00000410	GASOLINE
		67.45	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0301.6223	00000638	GASOLINE
		68.00	SUPERAMERICA		66617	FEB COMDATA FUEL	0311.6223	00000353	GASOLINE
		68.07	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000564	GASOLINE
		68.41	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000563	GASOLINE
		68.59	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0220.6225	00000565	DIESEL FUEL
		68.91	LITTLE DUKES		66617	FEB COMDATA FUEL	0311.6223	00000676	GASOLINE
		70.50	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0220.6223	00000563	GASOLINE
		71.43	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000558	GASOLINE
		72.10	HOLIDAY		66617	FEB COMDATA FUEL	0452.6223	00000665	GASOLINE
		72.15	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6225	00000556	DIESEL FUEL
		74.45	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0452.6223	00000664	GASOLINE
		74.46	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		74.65	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		74.73	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0220.6223	00000504	GASOLINE
		75.00	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0452.6223	00000653	GASOLINE
		75.00	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0452.6223	00000653	GASOLINE
		77.33	LITTLE DUKES		66617	FEB COMDATA FUEL	0194.6223	00000410	GASOLINE
		78.65	HOLIDAY		66617	FEB COMDATA FUEL	0452.6223	00000664	GASOLINE
		80.55	HOLIDAY		66617	FEB COMDATA FUEL	0452.6223	00000664	GASOLINE
		80.69	SUPERAMERICA		66617	FEB COMDATA FUEL	0301.6223	00000638	GASOLINE
		82.34	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000564	GASOLINE
		88.00	LITTLE DUKES		66617	FEB COMDATA FUEL	9601.6223	00000667	GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		89.30	LITTLE DUKES		66617	FEB COMDATA FUEL	0194.6223	00000410	GASOLINE
		89.70	CASEYS GEN STORE		66617	FEB COMDATA FUEL	0452.6223	00000653	GASOLINE
		89.85	CASEYS GEN STORE		66617	FEB COMDATA FUEL	0452.6223	00000653	GASOLINE
		89.87	LITTLE DUKES		66617	FEB COMDATA FUEL	0311.6223	00000676	GASOLINE
		90.35	HOLIDAY		66617	FEB COMDATA FUEL	0452.6223	00000664	GASOLINE
		91.03	HOLIDAY		66617	FEB COMDATA FUEL	0452.6223	00000664	GASOLINE
		96.02	HOLIDAY		66617	FEB COMDATA FUEL	0452.6223	00000664	GASOLINE
		98.98	LITTLE DUKES		66617	FEB COMDATA FUEL	0452.6223	00000653	GASOLINE
		102.45	SUPERAMERICA		66617	FEB COMDATA FUEL	0452.6223	00000678	GASOLINE
		103.09	LITTLE DUKES		66617	FEB COMDATA FUEL	9601.6223	00000667	GASOLINE
		103.20	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000566	GASOLINE
		118.98	LITTLE DUKES		66617	FEB COMDATA FUEL	0311.6223	00000676	GASOLINE
		119.82	SUPERAMERICA		66617	FEB COMDATA FUEL	0452.6223	00000678	GASOLINE
		126.72	LITTLE DUKES		66617	FEB COMDATA FUEL	0452.6223	00000675	GASOLINE
		127.50	SUPERAMERICA		66617	FEB COMDATA FUEL	0452.6223	00000678	GASOLINE
		147.72	LITTLE DUKES		66617	FEB COMDATA FUEL	0452.6223	00000675	GASOLINE
		23,271.34							
99031451	**3/14/2013**		**111465 STATE STREET BANK**						
		2,729.00			66606	03121315563812	9101.2175		DEFERRED COMPENSATION
		2,729.00							
99031454	**3/14/2013**		**111465 STATE STREET BANK**						
		416.10			66607	03121315563813	9101.2176		LIFE/HEALTH-EMPLOYEE
		416.10							
99031913	**3/19/2013**		**100629 MN DEPT OF REV SALES TX**						
		.26	FEB13 SALES/USE.TRAN TAX		66707	FEB13 SALES/USE.TRAN TAX	9101.4609		OTHER MISCELLANEOUS REV
		26.37	FEB13 SALES/USE.TRAN TAX		66707	FEB13 SALES/USE.TRAN TAX	9601.2082		SALES/USE TAX PAYABLE
		78.36	FEB13 SALES/USE.TRAN TAX-METER		66707	FEB13 SALES/USE.TRAN TAX	9601.2082		SALES/USE TAX PAYABLE
		146.44	FEB13 SALES/USE.TRAN TAX		66707	FEB13 SALES/USE.TRAN TAX	9290.2082		SALES/USE TAX PAYABLE
		158.57	FEB13 SALES/USE.TRAN TAX		66707	FEB13 SALES/USE.TRAN	9101.2082		SALES/USE TAX PAYABLE

CITY OF RAMSEY

Council Check Register

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
						TAX			
		410.00							
99742925	**3/14/2013**		**100223 ICMA RETIREMENT TRUST 457**						
		2,220.40			66610	0312131556384	9101.2175		DEFERRED COMPENSATION
		2,220.40							
		799,001.12	Grand Total						

Payment Instrument Totals

Check Total	700,765.05
Transfer Total	98,236.07
Total Payments	799,001.12

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	12/31/2013	

Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
111610	A DYNAMIC DOOR CO. INC.	REPAIR PW DOORS	PV	66636	001	09101	3/11/2013	21303082	879.46
	A DYNAMIC DOOR CO. INC.	REPAIR PW DOORS	PV	66636	002	09101	3/11/2013	21303082	2,370.00
	4588 194TH AVENUE NE					Summary Total			3,249.46
	EAST BETHEL MN 55092	REPAIR PW DOORS	PV	66637	001	09601	3/11/2013	21303082A	282.40
		REPAIR PW DOORS	PV	66637	002	09601	3/11/2013	21303082A	355.50
						Summary Total			637.90
		REPAIR PW DOORS	PV	66638	001	09101	3/11/2013	21303083B	874.12
		REPAIR PW DOORS	PV	66638	002	09101	3/11/2013	21303083B	2,045.50
						Summary Total			2,919.62
		REPAIR DOOR WTR TOWER 3	PV	66751	001	09601	2/11/2013	21302072	968.50
						Summary Total			968.50
						Payment Amount			7,775.48
111377	ANOKA MUNICIPAL UTILITY	RAMSEY STREET LIGHTS	PV	66731	001	09603	3/12/2013	22-990005-01FEB13	58.35
	ANOKA MUNICIPAL UTILITY					Summary Total			58.35
	CITY HALL	BUNKER LK BLVD/DYSPOSIUM SIGNA	PV	66732	001	09603	3/12/2013	22-612000-01FEB13	31.15
	2015 FIRST AVENUE NO					Summary Total			31.15
	ANOKA MN 55303	14034 DYSPROSIUM ST	PV	66733	001	09603	3/12/2013	22-610280-00	48.36
						Summary Total			48.36
		CTY RD 116/HWY47-SIGNAL	PV	66734	001	09603	3/12/2013	22-613120-01FEB13	106.06
						Summary Total			106.06
						Payment Amount			243.92
100056	ANOKA, CITY OF	MISS RIVER TRAIL	PV	66639	001	09101	2/27/2013	01-12720	16,489.50
	CITY OF ANOKA					Summary Total			16,489.50
	2015 - 1ST AVENUE NORTH	MISS RIVER TRAIL	PV	66709	001	09101	3/7/2013	201303072258	5,679.75
	ANOKA MN 55303					Summary Total			5,679.75
						Payment Amount			22,169.25
100063	ASPEN MILLS	T. FRANKFURTH - JACKET	PV	66640	001	09101	2/27/2013	132302	168.85
	ASPEN MILLS					Summary Total			168.85
	8201 C CENTRAL AVE NE	J. BONINE- JACKET	PV	66641	001	09101	2/27/2013	132301	168.85
	SPRING LAKE PARK MN 55432					Summary Total			168.85

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Payment Instrument		Check Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					337.70
103641	BOYER TRUCKS ROGERS	MUFFLER/PIPE FOR 668	PV	66735	001	09101	3/12/2013	126011R	280.65
	BOYER TRUCKS			Summary Total					280.65
	2601 NE BROADWAY								
	MINNEAPOLIS MN 55413								
				Payment Amount					280.65
100120	CONTINENTAL RESEARCH CORP	MISC SUPPLIES	PV	66710	001	09101	3/4/2013	383550-CRC-1	213.37
	CONTINENTAL RESEARCH CORP			Summary Total					213.37
	PO BOX 15204	MISC SUPPLIES	PV	66711	001	09101	3/8/2013	383550-CRC-2	74.25
	ST LOUIS MO 63110			Summary Total					74.25
				Payment Amount					287.62
100125	COUNTRYSIDE PRINTING INC	DOG LICENSES- FORMS	PV	66642	001	09101	2/28/2013	31539	88.17
	COUNTRYSIDE PRINTING			Summary Total					88.17
	6250 BUNKER LAKE BLVD NW	PD BUSINESS CARDS	PV	66643	001	09101	3/1/2013	31543	273.60
	SUITE 113			Summary Total					273.60
	RAMSEY MN 55303								
				Payment Amount					361.77
100129	CRYSTEEL TRUCK EQUIPMENT	BLADES	PV	66644	001	09101	3/4/2013	F32485	1,586.88
	CRYSTEEL MANUFACTURING			Summary Total					1,586.88
	P O BOX 76154	BLADES	PV	66645	001	09101	2/15/2013	FP149759	1,173.79
	CLEVELAND OH 44101-4755	BLADES	PV	66645	002	09101	2/15/2013	FP149759	176.34
				Summary Total					1,350.13
		BLADES	PV	66646	001	09101	2/27/2013	FP150031	29.82
				Summary Total					29.82
				Payment Amount					2,966.83
100144	DEHN OIL COMPANY	OIL	PV	66647	001	09101	2/28/2013	25024528	1,161.92
	DEHN OIL COMPANY			Summary Total					1,161.92
	6735 141ST AVENUE NW	DIESEL FUEL	PV	66648	001	09101	3/5/2013	23163	1,019.59
	RAMSEY MN 55303			Summary Total					1,019.59

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Payment Instrument		Check Payment
Pay Through Date	12/31/2013	

Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
		DIESEL FUEL	PV	66649	001	09101	3/5/2013	23162	2,525.25
				Summary Total					2,525.25
				Payment Amount					4,706.76
101185	DO ALL PRINTING COM INC	BUSINESS EXPO FLYERS	PV	66712	001	09230	3/15/2013	749	117.47
	DO ALL PRINTING COM INC 6360 HIGHWAY 10 NW RAMSEY MN 55303			Summary Total					117.47
				Payment Amount					117.47
100158	ECM PUBLISHERS INC	AMEND CODE- CHAPTER 117	PV	66650	001	09101	3/1/2013	01811470	66.63
	ECM PUBLISHERS INC			Summary Total					66.63
	4095 COON RAPIDS BLVD	REQUEST ABATEMENT CONTRACTS	PV	66651	001	09101	3/1/2013	01811387	30.75
	COON RAPIDS MN 55433			Summary Total					30.75
		REQUEST TOWING CONTRACTS	PV	66652	001	09101	3/1/2013	01811388	46.13
				Summary Total					46.13
		REQUEST FOR LANDSCAPE CONTRACT	PV	66653	001	09605	3/1/2013	01811386	82.00
				Summary Total					82.00
		REQUEST FOR LEGAL SERVICES	PV	66654	001	09101	3/8/2013	01811628	41.00
				Summary Total					41.00
		ORD-SALE OF SURPLUS LAND	PV	66713	001	09101	3/15/2013	01811898	71.75
				Summary Total					71.75
				Payment Amount					338.26
100163	ELECTRIC SIGN AND LIGHTING INC	REPAIR 6745 HIGHWAY 10	PV	66736	001	09410	3/4/2013	16923	1,901.61
	ELECTRIC SIGN AND LIGHTING INC 11328 ZANE AVENUE NORTH CHAMPLIN MN 55316-3462			Summary Total					1,901.61
				Payment Amount					1,901.61
100169	EMERGENCY APPARATUS MAINTENANCE INC	REPAIR 560	PV	66655	001	09101	3/5/2013	66560	1,279.92

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Payment Instrument		Check Payment
Pay Through Date	12/31/2013	

Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	EMERGENCY APPARATUS MAINTENANCE INC				Summary Total				1,279.92
	7512 4TH AVENUE								
	LINO LAKES MN 55014								
					Payment Amount				1,279.92
113321	FACTORY MOTOR PARTS	INVENTORY BRAKES	PV	66656	001	09101	2/20/2013	1-4109341	172.00
	FACTORY MOTOR PARTS				Summary Total				172.00
	3731 THURSTON AVENUE	AIR FILTER 653	PV	66657	001	09101	3/4/2013	6-1317399	14.12
	ANOKA MN 55303				Summary Total				14.12
		FUEL FILTER 386	PV	66658	001	09101	2/25/2013	6-1316575	17.79
					Summary Total				17.79
		IDLER ARM/HUB BRG 651	PV	66659	001	09601	2/25/2013	6-1316627	583.48
					Summary Total				583.48
		BATTERY 407	PV	66737	001	09101	3/12/2013	6-1318297	98.84
					Summary Total				98.84
		SPLASH WASH	PV	66738	001	09101	3/12/2013	6-1318298	20.39
					Summary Total				20.39
		RETURN ROTOR ASY	PD	66739	001	09101	3/13/2013	6-1318528	160.27-
					Summary Total				160.27-
		REMAN ALTERNATOR 637	PV	66740	001	09101	3/11/2013	6-1318200	83.52
					Summary Total				83.52
		ROTOR ASSY 566	PV	66741	001	09101	3/13/2013	6-1318526	128.21
					Summary Total				128.21
		BRAKES/ ROTOR ASY	PV	66742	001	09101	3/13/2013	6-1318505	203.00
					Summary Total				203.00
					Payment Amount				1,161.08
107099	FASTENAL	MISC SUPPLIES	PV	66743	001	09602	3/8/2013	MNTC895722	37.73
	FASTENAL COMPANY				Summary Total				37.73
	P O BOX 978								
	WINONA MN 55987								
					Payment Amount				37.73
112421	FIRST SCRIBE	ROWAY MARCH 13	PV	66660	001	09101	3/1/2013	2459324	200.00
	FIRST SCRIBE				Summary Total				200.00
	110 CHESHIRE LANE SUITE 105								
	MINNETONKA MN 55305								
					Payment Amount				200.00

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Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100189	G AND K SERVICES INC	MAT FD	PV	66661	001	09101	2/27/2013	1006394111	102.94
	G AND K SERVICES INC				Summary Total				102.94
	PO BOX 1450-NW 7536	UNIFORM CLEANING	PV	66662	001	09101	3/6/2013	1006405233	84.00
	MINNEAPOLIS MN	UNIFORM CLEANING	PV	66662	002	09101	3/6/2013	1006405233	10.00
	55485-7536								
		UNIFORM CLEANING	PV	66662	003	09101	3/6/2013	1006405233	131.06
		UNIFORM CLEANING	PV	66662	004	09101	3/6/2013	1006405233	131.06
					Summary Total				356.12
		UNIFORM CLEANING	PV	66744	001	09101	3/13/2013	1006416319	84.00
		UNIFORM CLEANING	PV	66744	002	09101	3/13/2013	1006416319	10.00
		UNIFORM CLEANING	PV	66744	003	09101	3/13/2013	1006416319	70.56
		UNIFORM CLEANING	PV	66744	004	09101	3/13/2013	1006416319	70.56
					Summary Total				235.12
					Payment Amount				694.18
100200	GOPHER STATE ONE CALL INC	40 TICKETS	PV	66663	001	09601	2/28/2013	64450	21.36
	GOPHER STATE ONE CALL	40 TICKETS	PV	66663	002	09601	2/28/2013	64450	21.36
	18946 LAKE DRIVE EAST	40 TICKETS	PV	66663	003	09601	2/28/2013	64450	21.38
	CHANHASSEN MN 55317				Summary Total				64.10
					Payment Amount				64.10
100650	GRAINGER	V BELTS	PV	66664	001	09101	2/21/2013	9073173305	186.55
	GRAINGER INC				Summary Total				186.55
	DEPT. 806511127								
	PALATINE IL 60038-0001								
					Payment Amount				186.55
100209	HAKANSON ANDERSON ASSOC INC	RIVERDALE DR DESIGN	PV	66665	001	09497	2/19/2013	31225	2,178.00
	HAKANSON ANDERSON ASSOC INC				Summary Total				2,178.00
	3601 THURSTON AVENUE								
	ANOKA MN 55303-1063								
					Payment Amount				2,178.00
100211	HAWKINS INC	CHEMICALS	PV	66730	001	09601	3/1/2013	3441604	5,245.47
	HAWKINS INC				Summary Total				5,245.47
	P O BOX 9171								
	MINNEAPOLIS MN 55480-9171								

Bank Account	00002224	CASH IN BANK
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Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2013	

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					5,245.47
106324	INSPECTRON INC	FEB 2013 SERVICES	PV	66666	001	09101	3/7/2013	030713	11,050.00
	INSPECTRON INC			Summary Total					11,050.00
	CODE COMPLIANCE INSPECTIONS	JAN 2013 SERVICES	PV	66667	001	09101	3/7/2013	030713A	8,350.00
	15120 CHIPPENDALE AVE SUITE 104 ROSEMOUNT MN 55068			Summary Total					8,350.00
				Payment Amount					19,400.00
106719	INTEREUM INC	FILE TOP	PV	66715	001	09101	2/27/2013	379424	432.84
	INTEREUM INC 845 BERKSHIRE LANE NORTH PLYMOUTH MN 55441			Summary Total					432.84
				Payment Amount					432.84
107440	JEFF STEIN DBA SNAP ON TOOLS	MISC TOOLS	PV	66746	001	09101	3/18/2013	166051	255.43
	JEFF STEIN DBA SNAP ON TOOLS 670 BENTON STREET ANOKA MN 55303			Summary Total					255.43
				Payment Amount					255.43
111501	LANDFORM PROFESSIONAL SERVICES	SUNWOOD REALIGN-JAN 2013	PV	66668	001	09496	2/26/2013	21236	1,142.00
	LANDFORM PROFESSIONAL SERVICES			Summary Total					1,142.00
	105 5TH AVENUE SOUTH SUITE 513	RE:NORTH COMMONS JAN 2013	PV	66669	001	09468	2/28/2013	21258	2,480.00
	MINNEAPOLIS MN 55401			Summary Total					2,480.00
		COMP PLANS OCT 2012	PV	66671	001	09101	11/15/2012	21102	750.00
				Summary Total					750.00
		COR MASS GRADING MAR 2011	PV	66672	001	09295	4/25/2011	20082	2,413.17
				Summary Total					2,413.17
		RE:SUNWOOD RETAIL	PV	66716	001	09468	8/20/2012	20911A	27.00
				Summary Total					27.00
		COR TWO PLAT	PV	66717	001	09295	3/12/2013	21288	230.00
		COR TWO PLAT	PV	66717	002	09295	3/12/2013	21288	6,271.07
		COR TWO PLAT	PV	66717	003	09295	3/12/2013	21288	4,517.50-

Bank Account	00002224	CASH IN BANK
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Payment Instrument		Check Payment
Pay Through Date	12/31/2013	

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Summary Total					1,983.57
		SUPER AMERICA SURVEY	PV	66718	001	09468	2/7/2012	20546	3,600.00
				Summary Total					3,600.00
		F AND C ALTA	PV	66719	001	09214	4/25/2011	20081	1,500.00
				Summary Total					1,500.00
		F AND C ALTA	PV	66720	001	09214	6/28/2012	20773	974.31
				Summary Total					974.31
				Payment Amount					14,870.05
106557	LYNN AND ASSOCIATES	LOGG PEER GROUP- K. ULRICH	PV	66721	001	09101	3/1/2013	030113	980.00
	LYNN AND ASSOCIATES 5435 WEDGEWOOD DRIVE SHOREWOOD MN 55331			Summary Total					980.00
				Payment Amount					980.00
100270	MACQUEEN EQUIPMENT INC	BLADES	PV	66745	001	09101	3/7/2013	2131639	303.78
	MACQUEEN EQUIPMENT INC 595 ALDINE STREET ST PAUL MN 55104			Summary Total					303.78
				Payment Amount					303.78
100285	MET COUNCIL ENVIRONMENTAL SRV	WASTE WATER APRIL 2013	PV	66675	001	09602	3/5/2013	0001011605	48,695.99
	MET COUNCIL ENVIRONMENTAL SRV SDS-12-1064 P O BOX 86 MINNEAPOLIS MN 55486-1064			Summary Total					48,695.99
				Payment Amount					48,695.99
100287	METRO FIRE INC	MISC FD	PV	66673	001	09101	3/7/2013	46649	96.97
	METRO FIRE INC 13915 LINCOLN ST NE SUITE D HAM LAKE MN 55304			Summary Total					96.97
				Payment Amount					96.97
100328	MN DEPT OF HEALTH WATER	CERT FOR J. ERICKSON	PV	66676	001	09601	3/14/2013	031413	23.00

Bank Account	00002224	CASH IN BANK
Version	LOGIS003V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2013	

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	MN DEPT OF HEALTH DRINKING WATER PROTECTION SECTION P O BOX 64494 ST PAUL MN 55164-0494			Summary Total					23.00
				Payment Amount					23.00
100224	MN OFFICE OF ENTERPRISE TECH SHARED SER.	FEB 2013 WAN CHARGES	PV	66674	001	09101	3/5/2013	DV13020442	175.20
	MN OFFICE OF ENTERPRISE TECH SHARED TECH ROOM 510 658 CEDAR STREET ST PAUL MN 55155			Summary Total					175.20
				Payment Amount					175.20
100345	NAPA AUTO PARTS ELK RIVER	CAR SHAMPOO/NOZZLE	PV	66677	001	09101	3/6/2013	669738	21.39
	NAPA AUTO PARTS ELK RIVER			Summary Total					21.39
	17137 YALE STREET NW	MISC SUPPLIES 634	PV	66678	001	09601	3/1/2013	669060	4.80
	P O BOX 1041			Summary Total					4.80
	ELK RIVER MN 55330	METAL HEAD/EXT HANDLE	PV	66679	001	09101	3/1/2013	669105	33.64
				Summary Total					33.64
				Payment Amount					59.83
107150	NORTH AMERICAN SALT CO	ROAD SALT	PV	66680	001	09101	2/21/2013	70947330	4,082.17
	NORTH AMERICAN SALT CO P O BOX 277043 ATLANTA GA 30384-7043			Summary Total					4,082.17
				Payment Amount					4,082.17
100363	NORTHERN SANITARY SUPPLY CO	MISC SUPPLIES	PV	66683	001	09101	2/27/2013	160323	220.89
	NORTHERN SANITARY SUPPLY CO			Summary Total					220.89
	341 COON RAPIDS BLVD	MISC SUPPLIES	PV	66722	001	09101	3/1/2013	160365	59.80
	MINNEAPOLIS MN 55433			Summary Total					59.80
				Payment Amount					280.69
110547	NORTHWEST LIGHTING	MISC BULBS	PV	66681	001	09101	2/25/2013	74308	136.80

Bank Account	00002224	CASH IN BANK
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Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2013	

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	SYSTEMS CO.								
	NORTHWEST LIGHTING SYSTEMS CO.			Summary Total					136.80
	12001 RIVERWOOD DRIVE	MISC BULBS	PV	66682	001	09101	2/26/2013	74344	14.96
	BURNSVILLE MN 55337			Summary Total					14.96
		MISC SUPPLIES	PV	66723	001	09101	3/4/2013	74429	40.61
				Summary Total					40.61
		MISC SUPPLIES	PV	66724	001	09240	3/11/2013	74533	636.55
				Summary Total					636.55
				Payment Amount					828.92
100890	PLEAA	CONF- J. WIEMANN	PV	66684	001	09101	3/4/2013	030413	75.00
	PLEAA			Summary Total					75.00
	JULIE FORBORD, TREASURER								
	NEW BRIGHTON DEPT OF PUBLIC SAFETY								
	875 OLD HIGHWAY 8 NW								
	NEW BRIGHTON MN 55112								
				Payment Amount					75.00
111488	POPP.COM INC	FEB 2013 BILLING	PV	66725	001	09101	2/28/2013	992090794	111.89
	POPP.COM INC	FEB 2013 BILLING	PV	66725	002	09101	2/28/2013	992090794	39.96
	P O BOX 27110	FEB 2013 BILLING	PV	66725	003	09101	2/28/2013	992090794	31.97
	GOLDEN VALLEY MN	FEB 2013 BILLING	PV	66725	004	09101	2/28/2013	992090794	231.78
	55427-0110								
		FEB 2013 BILLING	PV	66725	005	09101	2/28/2013	992090794	47.95
		FEB 2013 BILLING	PV	66725	006	09101	2/28/2013	992090794	55.95
		FEB 2013 BILLING	PV	66725	007	09101	2/28/2013	992090794	31.97
		FEB 2013 BILLING	PV	66725	008	09101	2/28/2013	992090794	8.00
		FEB 2013 BILLING	PV	66725	009	09101	2/28/2013	992090794	85.33
		FEB 2013 BILLING	PV	66725	010	09101	2/28/2013	992090794	90.09
		FEB 2013 BILLING	PV	66725	011	09101	2/28/2013	992090794	110.60
		FEB 2013 BILLING	PV	66725	012	09101	2/28/2013	992090794	61.74
				Summary Total					907.23
				Payment Amount					907.23
112959	PREMIUM WATERS INC	WATER- FD	PV	66685	001	09101	2/28/2013	621332-02-13	5.88
	PREMIUM WATERS INC			Summary Total					5.88
	P O BOX 9128								
	MINNEAPOLIS MN 55480-9128								
				Payment Amount					5.88
100422	REGISTERED ABSTRACTERS	OUTLOT A- TOOTH	PV	66686	001	09497	3/7/2013	A13-03031	150.00

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Payment Instrument		Check Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	INC	ACRES							
	REGISTERED ABSTRACTERS INC			Summary Total					150.00
	2115 NORTH THIRD AVENUE	1/1 DIAMONDS	PV	66687	001	09497	3/7/2013	A13-03022	175.00
	ANOKA MN 55303			Summary Total					175.00
		OUTLOOK B TOOTH ACRES	PV	66688	001	09497	3/7/2013	A13-03032	125.00
				Summary Total					125.00
				Payment Amount					450.00
100431	SAFETY KLEEN CORPORATION	RECYCLE OIL	PV	66747	001	09101	2/28/2013	928710491	101.00
	SAFETY KLEEN CORPORATION PO BOX 382066 PITTSBURGH PA 15250-8066			Summary Total					101.00
				Payment Amount					101.00
107711	SCHINDLER ELEVATOR	QTR BILL MARCH-MAY-2013	PV	66726	001	09240	3/1/2013	8103410652	1,133.82
	SCHINDLER ELEVATOR P O BOX 93050 CHICAGO IL 60673-3050			Summary Total					1,133.82
				Payment Amount					1,133.82
100485	TIMESAVER OFF SITE SECRETARIAL INC	FEB 2013 MEETING	PV	66689	001	09101	2/28/2013	M19639	1,029.40
	TIMESAVER OFF SITE SECRETARIAL INC			Summary Total					1,029.40
	28601 HUB DRIVE	FEB/MAR 13 MEETINGS	PV	66727	001	09101	3/13/2013	M19672	967.10
	MADISON LAKE MN 56063-4179			Summary Total					967.10
				Payment Amount					1,996.50
112688	TITAN MACHINERY	MISC PARTS 601	PV	66748	001	09101	3/13/2013	230816	175.45
	TITAN MACHINERY			Summary Total					175.45
	14375 JAMES ROAD	MISC PARTS 634	PV	66749	001	09605	3/13/2013	219772	351.39
	ROGERS MN 55374			Summary Total					351.39
				Payment Amount					526.84
112079	TOKLE INSPECTIONS INC	FEB 2013 BILLING	PV	66690	001	09101	3/1/2013	030113	1,256.81

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224	CASH IN BANK
Version	LOGIS003V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2013	

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	TOKLE INSPECTIONS INC 1748 123RD AVENUE NW COON RAPIDS MN 55448			Summary Total					1,256.81
				Payment Amount					1,256.81
106812	TWIN CITY FILTER SERVICE INC	AIR FILTERS	PV	66728	001	09101	3/6/2013	0527746	61.45
	TWIN CITY FILTER SERVICE INC 2529 25TH AVE S MINNEAPOLIS MN 55406-1280			Summary Total					61.45
				Payment Amount					61.45
111742	TWIN CITY WATER CLINIC INC	FEB 13 WATER TESTS 10	PV	66729	001	09601	3/8/2013	3236	150.00
	TWIN CITY WATER CLINIC INC 617 13TH AVENUE SOUTH HOPKINS MN 55343			Summary Total					150.00
				Payment Amount					150.00
106638	UNIQUE PAVING MATERIALS CORPORATION	ASPHALT	PV	66750	001	09101	2/28/2013	225756	149.63
	UNIQUE PAVING MATERIALS CORPORATION 3993 EAST 93RD STREET CLEVELAND OH 44105-4096			Summary Total					149.63
				Payment Amount					149.63
101011	UTILITY TRUCK SERVICES	WORK ON 632	PV	66691	001	09101	2/27/2013	0037440	1,176.66
	UTILITY TRUCK SERVICES	WORK ON 632	PV	66691	002	09101	2/27/2013	0037440	1,741.00
	14601 RAMSEY BLVD RAMSEY MN 55303			Summary Total					2,917.66
		WORK ON 669	PV	66692	001	09605	2/27/2013	0037626	110.25
		WORK ON 669	PV	66692	002	09605	2/27/2013	0037626	110.25
		WORK ON 669	PV	66692	003	09605	2/27/2013	0037626	14.36
		WORK ON 669	PV	66692	004	09605	2/27/2013	0037626	14.36
				Summary Total					249.22
				Payment Amount					3,166.88
				Total Amount to be Processed					153,000.26
				Total Number of Payments to be Processed					48

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	12/31/2013	

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Document Itm	Document Co	Due Date	Invoice Number	Payment Amount
112662	JULIAN M. JOHNSON CONSTRUCTION CORP.	PAY EST 3- PART RETAINAGE	PV	66693	001	09605	3/13/2013	031313	2,744.64
	JULIAN M. JOHNSON CONSTRUCTION CORP. 6191 140TH AVENUE NW RAMSEY MN 55303							Summary Total	2,744.64
								Payment Amount	2,744.64
112956	KNUTSON CONSTRUCTION	PAY ESTIMATE-FINAL	PV	66694	001	09468	3/15/2013	031513	15,000.00
	KNUTSON CONSTRUCTION 5500 WAYZATA BLVD SUITE #300 MINNEAPOLIS MN 55416							Summary Total	15,000.00
								Payment Amount	15,000.00
								Total Amount to be Processed	17,744.64
								Total Number of Payments to be Processed	2

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-03-063

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF MARCH 7, 2013 THROUGH MARCH 20, 2013.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of March 7, 2013, through March 20, 2013, in the amount of $1,076,807.92; and

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

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

1) That the Ramsey City Council hereby approves the cash disbursements made and authorizes payment of the accounts payable invoices as detailed in the attached Bills List for the period March 7, 2013, through March 20, 2013, in the amount of $1,076,807.92.

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:

Mayor Strommen
Councilmember Riley
Councilmember LeTourneau
Councilmember Backous
Councilmember Elvig
Councilmember Kuzma
Councilmember Tossey

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

None

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of March 2013.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 3.**

Meeting Date: 03/26/2013

By: Colleen Lasher, Administrative Services

Information

Title:

Adopt Resolution #13-03-065 To Approve A 2-Year Labor Agreement with the American Federation of State, County, and Municipal Employees (AFSCME)

Background:

The most recent labor agreement with AFSCME expired on December 31, 2012. Staff met with the City Council and the Personnel Committee in February and March, to discuss contract negotiations specific to wages and health insurance; as well as with the Personnel Committee, to address the other outstanding negotiations items. In addition, staff held discussions with AFSCME representatives beginning in December, 2012, and have met several times since then to negotiate the next labor agreement.

As a result of these meetings, staff has reached a tentative agreement with AFSCME to settle a 2-year labor agreement effective January 1, 2013 through December 31, 2014.

It may be of interest to note, at the direction of the City Council, staff reached a tentative labor agreement with all three labor groups (AFSCME, LELS-Patrol & LELS-Sergeants) for a 2-year agreement covering the same time period. Aligning these contracts is a cost-effective and efficient strategy; reducing staff time and related costs.

Recommendation:

Staff recommends that the City Council approve the 2013-2014 labor agreement with AFSCME, negotiated based on the City Council's direction, as follows:

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment.

2014: 2% increase to the 2013 wage schedule, effective on 01-01-14 for Cost of Living Adjustment and 1% increase effective on 07-01-14, for a Market Rate Adjustment.

Insurance:
Note: The following 2013 health insurance contributions are the same as the contributions previously approved for non-union employees.

2013: Memorandum of Understanding -- January 1, 2013 to December 31, 2013 as described below.
2014: Memorandum of Understanding -- January 1, 2014 to December 31, 2014 as described below.

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2013 and 2014. In addition, the City will purchase $20,000 of basic life insurance for full-time regular employees.

1) Increase city contributions for 2013 health insurance, as follows:

From $1200 to $1293 Family
From $1050 to $1095 Employee/Children
From $950 to $1017 Employee/Spouse
From $700 to $730-746.50 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgment form, and
• Employee experiences a qualifying family status change (for mid-year changes)

2) *Increase city contributions for 2014 health insurance, as follows:

From $1293 to $1358 Family
From $1095 to $1150 Employee/Children
From $1017 to $1068 Employee/Spouse
From $730-746.50 to $767–784 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgment form, and
• Employee experiences a qualifying family status change (for mid-year changes)

*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts listed above.

Uniforms:
The employer agrees to reimburse eligible employees up to the following:

A) Work boots up to $150 annually (includes 1 or more boots)
B) Work clothes up to $350 annually
C) Embroidery up to $25.00 annually

The previous contract allowed for a maximum of $350 reimbursement.

Public Works Maintenance Workers, Engineering Technicians, Building Maintenance Workers and Building Inspectors may submit an original store receipt to the EMPLOYER for a one time reimbursement once every year for the purchase of work boots for the cost of the boots~~$100~~, or $150, whichever is less.

Employees who opt out of contract uniform service may be reimbursed up to ~~$250~~ $350 annually for any combination of City-approved work pants, work shirts, and jackets. Employees may be reimbursed for up to $25.00 for appropriate City of Ramsey embroidery. All Reimbursements must be accompanied by a store receipt.

Compensatory Time Off:
The employer agrees to raise the maximum compensatory time off accrual from 80 hours to 120 hours. The employer reserves the right to payout any compensatory time off hours in excess of 80 hours, as deemed necessary by the employer.

The employer agrees to allow employees to cash out up to a maximum 40 hours of compensatory time off annually; to be paid out up to twice annually, January 1 through January 15, and November 1 through November 15 of each year, to total a maximum payout of 40 hours of compensatory time off. Note: upon terminating employment with the City, all compensatory time off will be paid out at 100% of the accrued balance.

Overtime:
For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

On-Call Pay:
The employer agrees to raise holiday pay only from 2 hours to 3 hours; no change to regular Saturday and Sunday pay.

The employer agrees that on Saturdays, Sundays and approved holidays, on-call employees will not be are required to perform lift station and well checks; unless on-call employees receive an alert/alarm/page indicating that a response is required or the Public Works Superintendent or his/her designee states a lift station and well check is necessary.

Funding Source:

The funding required for the first year of this contract is included in the 2013 budget and is estimated at approximately $17,000 (wages & benefits). The funding required for the second year of this contract is estimated to be approximately $58,000 (wages & benefits) and will be included in the 2014 budgeting process which the City Council will approve later this year.

Council Action:

Motion to adopt resolution #13-03-065, confirming the direction given to settle a 2-year labor agreement, including the following negotiated items:

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment.

2014: 2% increase to the 2013 wage schedule, effective on 01-01-14 for Cost of Living Adjustment and 1% increase effective on 07-01-14, for a Market Rate Adjustment.

Insurance:
Note: The following 2013 health insurance contributions are the same as the contributions previously approved for non-union employees.

2013: Memorandum of Understanding -- January 1, 2013 to December 31, 2013 as described below.
2014: Memorandum of Understanding -- January 1, 2014 to December 31, 2014 as described below.

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2013 and 2014. In addition, the City will purchase $20,000 of basic life insurance for full-time regular employees.

1) Increase city contributions for 2013 health insurance, as follows:

From $1200 to $1293 Family
From $1050 to $1095 Employee/Children
From $950 to $1017 Employee/Spouse
From $700 to $730-746.50 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgment form, and
• Employee experiences a qualifying family status change (for mid-year changes)

2) *Increase city contributions for 2014 health insurance, as follows:

From $1293 to $1358 Family
From $1095 to $1150 Employee/Children
From $1017 to $1068 Employee/Spouse
From $730-746.50 to $767–784 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgment form, and
• Employee experiences a qualifying family status change (for mid-year changes)

*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts listed above.

Compensatory Time Off:
The employer agrees to raise the maximum compensatory time off accrual from 80 hours to 120 hours. The employer reserves the right to payout any compensatory time off hours in excess of 80 hours, as deemed necessary by the employer.

The employer agrees to allow employees to cash out up to a maximum 40 hours of compensatory time off annually; to be paid out up to twice annually, January 1 through January 15, and November 1 through November 15 of each year, to total a maximum payout of 40 hours of compensatory time off. Note: upon terminating employment with the City, all compensatory time off will be paid out at 100% of the accrued balance.

Overtime:
For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

On-Call Pay:
The employer agrees to raise holiday pay only from 2 hours to 3 hours; no change to regular Saturday and Sunday pay.

The employer agrees that on Saturdays, Sundays and approved holidays, on-call employees will not be are required to perform lift station and well checks; unless on-call employees receive an alert/alarm/page indicating that a response is required or the Public Works Superintendent or his/her designee states a lift station and well check is

necessary.

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/21/2013 04:00 PM

Form Started By: Colleen Lasher Started On: 03/21/2013

Final Approval Date: 03/21/2013

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-03-065

RESOLUTION TOAPPROVE A 2-YEAR LABOR AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYES

WHEREAS, the current AFSCME contract expired on December 31, 2012; and

WHEREAS, city staff and AFSCME have reached a tentative agreement on a two-year labor agreement; and

WHEREAS, the City and AFSCME have tentatively agreed to all articles within the contracts, as well as the Memorandum of Understandings for health insurance and the $295 credit in lieu of coverage; and;

WHEREAS, the City will administer the 2013-2014 labor agreement as follows:

Duration:
2-years / 2013-2014

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment.

2014: 2% increase to the 2013 wage schedule, effective on 01-01-14 for Cost of Living Adjustment and 1% increase effective on 07-01-14, for a Market Rate Adjustment.

Insurance:
Note: The following 2013 health insurance contributions are the same as the contributions previously approved for non-union employees.

2013: Memorandum of Understanding -- January 1, 2013 to December 31, 2013 as described below.
2014: Memorandum of Understanding -- January 1, 2014 to December 31, 2014 as described below.

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2013 and 2014. In addition, the City will purchase $20,000 of basic life insurance for full-time regular employees.

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2) *Increase city contributions for 2014 health insurance, as follows:

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Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

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• Employee experiences a qualifying family status change (for mid-year changes)

*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts listed above.

<u>Uniforms</u>:
The employer agrees to reimburse eligible employees up to the following amounts:

A) Work boots up to $150 annually (includes 1 or more boots)
B) Work clothes up to $350 annually
C) Embroidery up to $25.00 annually

Compensatory Time Off
The employer agrees to raise the maximum compensatory time off accrual from 80 hours to 120 hours. The employer reserves the right to payout any compensatory time off hours in excess of 80 hours, as deemed necessary by the employer.

The employer agrees to allow employees to cash out up to a maximum 40 hours of compensatory time off annually; to be paid out up to twice annually, January 1 through January 15, and November 1 through November 15 of each year, to total a maximum payout of 40 hours of compensatory time off. Note: upon terminating employment with the City, all compensatory time off will be paid out at 100% of the accrued balance.

Overtime:
For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

On-Call Pay:
The employer agrees to raise holiday pay only from 2 hours to 3 hours; no change to regular Saturday and Sunday pay.

The employer agrees that on Saturdays, Sundays and approved holidays, on-call employees will not be are required to perform lift station and well checks; unless on-call employees receive an alert/alarm/page indicating that a response is required or the Public Works Superintendent or his/her designee directs a lift station and well check is necessary

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

Motion to adopt resolution#13-03-065, confirming the direction given to settle a two-year lobar Labor Agreement between the City of Ramsey and AFSCME as follows:

Duration:
2-years / 2013-2014

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment.

2014: 2% increase to the 2013 wage schedule, effective on 01-01-14 for Cost of Living Adjustment and 1% increase effective on 07-01-14, for a Market Rate Adjustment.

Insurance:
Note: The following 2013 health insurance contributions are the same as the contributions previously approved for non-union employees.

2013: Memorandum of Understanding -- January 1, 2013 to December 31, 2013 as described below.
2014: Memorandum of Understanding -- January 1, 2014 to December 31, 2014 as described below.

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2013 and 2014. In addition, the City will purchase $20,000 of basic life insurance for full-time regular employees.

1) Increase city contributions for 2013 health insurance, as follows:

From $1200 to $1293 Family
From $1050 to $1095 Employee/Children
From $950 to $1017 Employee/Spouse
From $700 to $730-746.50 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form, and
• Employee experiences a qualifying family status change (for mid-year changes)

2) *Increase city contributions for 2014 health insurance, as follows:

From $1293 to $1358 Family
From $1095 to $1150 Employee/Children
From $1017 to $1068 Employee/Spouse
From $730-746.50 to $767–784 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are

subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form, and
• Employee experiences a qualifying family status change (for mid-year changes)

*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts listed above.

Uniforms:
The employer agrees to reimburse eligible employees up to the following:

A) Work boots up to $150 annually (includes 1 or more boots)
B) Work clothes up to $350 annually
C) Embroidery up to $25.00 annually

Compensatory Time Off
The employer agrees to raise the maximum compensatory time off accrual from 80 hours to 120 hours. The employer reserves the right to payout any compensatory time off hours in excess of 80 hours, as deemed necessary by the employer.

The employer agrees to allow employees to cash out up to a maximum 40 hours of compensatory time off annually; to be paid out up to twice annually, January 1 through January 15, and November 1 through November 15 of each year, to total a maximum payout of 40 hours of compensatory time off. Note: upon terminating employment with the City, all compensatory time off will be paid out at 100% of the accrued balance.

Overtime:
For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

On-Call Pay -
The employer agrees to raise holiday pay only from 2 hours to 3 hours; no change to regular Saturday and Sunday pay.

The employer agrees that on Saturdays, Sundays and approved holidays, on-call employees will not be are required to perform lift station and well checks; unless on-call employees receive an alert/alarm/page indicating that a response is required or the Public Works Superintendent or his/her designee directs a lift station and well check is necessary

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of March 2013.

CC Regular Session **4. 4.**

Meeting Date: 03/26/2013

By: Chris Anderson, Community Development

Information

Title:

Adopt Resolution 13-03-062 Proclaiming May 18, 2013 as Arbor Day and the Month of May as Arbor Month.

Background:

As part of the Tree City USA requirements, the City must adopt an Arbor Day proclamation. In Minnesota, Arbor Day is officially observed on the last Friday in April and the month of May is recognized as Arbor Month, however, a City may designate any day they wish as Arbor Day in their community. The City will be installing the remainder of the landscaping in North Commons, with the assistance of volunteers, on May 18, 2013. Thus, the attached resolution proclaims May 18, 2013 as Arbor Day in the City of Ramsey and the month of May as Arbor Month.

Recommendation:

Staff recommends approving the resolution proclaiming May 18, 2013 as Arbor Day in the City of Ramsey and the month of May as Arbor Month.

Council Action:

Motion to adopt Resolution 13-03-062 proclaiming May 18, 2013 as Arbor Day in the City of Ramsey and the month of May as Arbor Month.

Attachments

Arbor Day Proclamation

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/21/2013 03:05 PM

Form Started By: Chris Anderson Started On: 03/15/2013 10:11 AM

Final Approval Date: 03/21/2013

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

RESOLUTION #13-03-062

RESOLUTION PROCLAIMING MAY 18, 2013 AS "ARBOR DAY" AND THE MONTH OF MAY 2013 AS "ARBOR MONTH"

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

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

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

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

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

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

WHEREAS, the City of Ramsey has been recognized for the twenty-first (21st) consecutive year (2012), as a Tree City USA; and

WHEREAS, the State of Minnesota recognizes Arbor Day as the last Friday of April and the month of May as Arbor Month; and

WHEREAS, the City of Ramsey will host a tree planting event in North Commons on May 18, 2013 in recognition of Arbor Day and Arbor Month.

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

1) That the Ramsey City Council hereby proclaims May 18, 2013 as "Arbor Day".

2) That the Ramsey City Council hereby proclaims the month of May as "Arbor Month".

3) That the Ramsey City Council urges all citizens to plant trees as part of Ramsey's living history, to participate in disease and pest control programs that will ensure an enduring tree canopy, and collaborate with partners and volunteers to develop and implement policies to plant, nurture, protect, and steward our natural diversity.

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

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 26th day of March, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 5.**

Meeting Date: 03/26/2013

Submitted For: MaryJo Warner **By:** MaryJo Warner, Engineering/Public Works

Information

Title:

Adopt Resolution #13-03-060 Authorizing Final Payment to Knutson Construction for IP 10-22 Ramsey Municipal Parking Ramp, Phase II

Background:

Resolution and Pay Request Attached.

Recommendation:

The Engineering Technician IV, has inspected the completed work and recommends final payment to Knutson Construction for IP 10-22 Ramsey Municipal Parking Ramp, Phase II in the amount of $15,000.00.

Council Action:

Motion to adopt Resolution #13-03-060 authorizing final payment to Knutson Construction for IP 10-22 Ramsey Municipal Park Ramp, Phase II in the amount of $15,000.00.

Attachments

Resolution

Pay Request

Form Review

Inbox	Reviewed By	Date
Hakanson Anderson Engineering	Shane Nelson	03/18/2013 01:34 PM
Kurt Ulrich	Kurt Ulrich	03/21/2013 02:27 PM
Form Started By: MaryJo Warner		Started On: 03/12/2013 10:01 AM

Final Approval Date: 03/21/2013

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-03-060

RESOLUTION APPROVING FINAL PAYMENT TO KNUTSON CONSTRUCTION FOR IP #10-22 RAMSEY MUNICIPAL PARKING RAMP, PHASE II

WHEREAS, the authorization to advertisement for bids for this project was approved on April 12, 2011, and

WHEREAS, on August 9, 2011, the Ramsey City Council awarded the contract for IP #10-22 to Knutson Construction; and

WHEREAS, as of March 26, 2013 $3,032,161.00 has been paid to date; and

WHEREAS, Engineering Technician IV, has inspected the completed work and recommends final payment to Knutson Construction in the amount of $15,000.00.

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

1) That the City Council hereby authorizes final payment to Knutson Construction for Improvement Project #10-22 in the amount of $15,000.00.

2) That the City Council hereby accepts the project and authorizes the Mayor or City Administrator to sign the release form for this payment.

3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of March 26, 2013.

4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

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 26th day of March 2013.

_____
Mayor

ATTEST:

_____
City Clerk

Application and Certificate for Payment

To (Owner): City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Project: Ramsey Municipal Parking Facility - Phase II

Application No: 13
Period To: 11/30/2012
Architect's Project No: 10-12

Distribution to:
- Owner
- Architect
- Contractor

From (Contractor): Knutson Construction
5500 Wayzata Blvd, Suite 300
Minneapolis, MN 55416

Via (Architect): LSA Design Inc
219 North Second Street, Suite 302
Minneapolis, MN 55401

Contract For:

Contract Date: 8/25/2011

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary			
Change Orders approved in previous months by Owner		Additions	Deductions
	TOTAL	311512	0
Approved this Month			
Number	Date Approved		
10	9/27/2012	1,649.00	
		0.00	
	TOTALS	313,161.00	0.00
Net change by Change Orders			313,161.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By: Date: 12-6-12

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, attached.

1.	Original Contract Sum		$ 2,734,000.00
2.	Net change by Change Order		$ 313,161.00
3.	Contract Sum To Date (Line 1 ±2)		$ 3,047,161.00
4.	Total Completed & Stored To Date (Column G on G703)		$ 3,047,161.00
5.	Retainage:		
	a. ___% of Completed Work (Column D + E on G703)	$ 0.00	
	b. ___% of Stored Material (Column F on G703)	$ 0.00	
	Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 0.00
6.	Total Earned Less Retainage (Line 4 less Line 5 Total)		$ 3,047,161.00
7.	Less Previous Certificates For Payment (Line 6 from prior Certificate)		$ 3,032,161.00
8.	Current Payment Due		$ 15,000.00
9.	Balance to Finish, Plus Retainage (Line 3 less Line 6)		$ 0.00

State of: Minnesota County of: Hennepin

Subscribed and sworn to before me on this 10th

Notary Public: Amy Jansen

My Commission expires: 1/31/2015

AMY JOY JANSEN
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is as accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified $ 15,000.00

(Attach explanation if amount certified differs from the amount applied for.)

Architect:

By: Date: 1-23-13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER's CERTIFICATION

By: Date: 1/30/13

CC Regular Session **4. 6.**

Meeting Date: 03/26/2013

Submitted For: MaryJo Warner **By:** MaryJo Warner, Engineering/Public Works

Information

Title:

Adopt Resolution #13-03-061 Authorizing Partial Payment to Julian M Johnson Construction Corp for IP 12-24; 2012 Storm Sewer Improvements Division B

Background:

Resolution and Pay Request Attached.

Recommendation:

The Civil Engineer II inspected the completed work and recommends partial payment to Julian M. Johnson Construction Corp. for IP 12-24; 2012 Storm Sewer Improvement Project - Division B in the amount of $2,744.64.

Council Action:

Motion to adopt Resolution #13-03-061 authorizing partial payment to Julian M. Johnson Construction Corp. for IP 12-24; 2012 Storm Sewer Improvement Project - Division B in the amount of $2,744.64.

Attachments

Resolution

Pay Request

Form Review

Inbox	Reviewed By	Date
Hakanson Anderson Engineering	Shane Nelson	03/18/2013 01:42 PM
Kurt Ulrich	Kurt Ulrich	03/21/2013 02:58 PM
Form Started By: MaryJo Warner		Started On: 03/14/2013 09:46 AM

Final Approval Date: 03/21/2013

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-03-061

RESOLUTION APPROVING PARTIAL PAYMENT TO JULIAN M JOHNSON CONSTRUCTION CORP FOR CITY PROJECT 12-24, 2012 STORM SEWER IMPROVEMENT PROJECTS – DIVISION B

WHEREAS, on September 11, 2011 the Ramsey City Council authorized City staff to prepare plans and specifications to improve drainage within various areas of the City associated with heavy rains in the summer of 2011; and

WHEREAS, City staff has investigated and included other various storm sewer improvements necessary to complete the pending 2012 Street Maintenance Program, as presented to the Ramsey City Council on March 13, 2012; and

WHEREAS, additional storm sewer improvements were added to the project plans by the Ramsey City Council on April 10, 2012, also as a result of the heavy rains in the summer of 2011; and

WHEREAS, as of March 26, 2013 $86,913.88 has been paid to date; and

WHEREAS, Civil Engineer II, Leonard Linton has inspected the completed work and recommends partial payment to Julian M. Johnson Construction Corp. in the amount of $2,744.64.

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

1) That the City Council hereby authorizes partial payment to Julian M Johnson Construction Corp. for Improvement Project 12-24; 2012 Storm Sewer Project – Division B. in the amount of $2,744.64.

2) That the City Council hereby accepts the project and authorizes the Mayor or City Administrator to sign the release form for this payment.

3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of March 26, 2013.

4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

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 26th day of March 2013.

_____
Mayor

ATTEST:

_____
City Clerk

Pay Estimate Summary Sheet
IP 12-24; 2012 STORM SEWER IMPROVEMENTS DIVISION B

City of Ramsey

Estimate no **3**

TOTAL CONTRACT		$77,383.50
CHANGE ORDERS		$25,120.00
TOTAL WITH CHANGE ORDERS	$	102,503.50
STORED MATERIALS	$	-
TOTAL, COMPLETED WORK TO DATE		$91,488.29
TOTAL WORK COMPLETED PLUS STORED MATERIALS	$	91,488.29
RETAINED PERCENTAGE 2%	$	1,829.77
NET AMOUNT DUE TO CONTRACTOR TO DATE	$	89,658.52
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$	86,913.88
PAY CONTRACTOR PER ESTIMATE NO. 3	$	2,744.64

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on the this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between owner and the undersigned Contractor, and as amended by any authorized changes and the foregoing is a true and correct statement of the contract amount for the period covered by this estimate.

Contractor: Julian M. Johnson Construction Corp.

By Carl S Johnson President
Name Title

Date 3-13-13

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: CITY OF RAMSEY

By _____ Civil Engineer II
Leonard Linton, PE

Date 3-13-13

APPROVED FOR PAYMENT:
OWNER: ~~City~~ of Ramsey

By _____ Interim City Engineer 3/14/13
Name Title Date

CC Regular Session **4. 7.**

Meeting Date: 03/26/2013

By: Colleen Lasher, Administrative Services

Information

Title:

Report from the Personnel Committee - March 12, 2013

1) Resolution to Hire a City Engineer and to Approve a Transition Period with the Engineering Consultant: *This case was approved by the City Council after the Personnel Committee made their recommendation earlier in the evening of March 12. No further action is necessary.*

2) Resolution to Approve a Two-Year Labor Agreement with LELS-Patrol and LELS-Sergeants: *Adopt Resolution #13-03-064 to Approve a Two-Year Labor Agreement with LELS-Patrol and LELS-Sergeants*

Background:

Case 1: Resolution to Hire a City Engineer and to Approve a Transition Period with the Engineering Consultant (no further action is needed – see "Notification" below)

Case 2: Resolution to Approve a 2-Year Labor Agreement with LELS-Patrol and LELS-Sergeants

Notification:

Case #1 was approved by the City Council after the Personnel Committee made their recommendation earlier in the evening, March 12, 2013. No further action is needed.

Case #2, please see the attached Personnel Committee packet from March 12, 2013, for additional background information.

Recommendation:

Case 1: The Personnel Committee recommended the following:

1) Hire Mr. Bruce Westby as the City's new City Engineer, effective on April 8, 2013, at $43.67 per hour (step 4 of the 2013 wage scale) with a credit of 5 vacation days; and
2) Extend Hakanson Anderson's contract through Mr. Westby's start date of April 8, 2013; and
3) Retain Hakanson Anderson for an additional one-month period following Mr. Westby's start date, in order to ensure a successful transition and continuity of service within the City.

Case 2: The Personnel Committee recommended that the City Council approve the remaining outstanding items left to be negotiation for the 2013-2014 LELS-Patrol and LELS-Sergeants contract. Note, staff received direction at the February 5, 2013, work session regarding a wages and health insurance amounts; the meeting on March 12, 2013, was specific to the remaining items.

As a result of both meetings, all items have been negotiated and staff has come to a tentative agreement with LELS-Patrol and LELS-Sergeant for a 2-year labor agreement, effective January 1, 2013 through December 31, 2014, as follows:

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment.
2014: 2% Increase to the 2013 wage schedule, effective on 01-01-14 for Cost of Living Adjustment and 2% increase effective on 07-01-14, for a Market Rate Adjustment.

Insurance:
Note: The following 2013 health insurance contributions are the same as the contributions previously approved for

non-union employees.

2013: Memorandum of Understanding -- January 1, 2013 to December 31, 2013 as described below.
2014: Memorandum of Understanding -- January 1, 2014 to December 31, 2014 as described below.

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2013 and 2014. In addition, the City will purchase $20,000 of basic life insurance for full-time regular employees.
1) Increase city contributions for 2013 health insurance, as follows:

From $1200 to $1293 Family
From $1050 to $1095 Employee/Children
From $950 to $1017 Employee/Spouse
From $700 to $730-746.50 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgment form, and
• Employee experiences a qualifying family status change (for mid-year changes)

2) *Increase city contributions for 2014 health insurance, as follows:

From $1293 to $1358 Family
From $1095 to $1150 Employee/Children
From $1017 to $1068 Employee/Spouse
From $730-746.50 to $767–784 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgment form, and
• Employee experiences a qualifying family status change (for mid-year changes)

*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts listed above.

Court Time:
An employee who is required to appear in court within ~~six (6) hours~~ twelve (12) hours of the end of a scheduled shift and within twelve (12) hours of the start of a scheduled shift shall receive a minimum of three (3) hours pay at two (2) times the Employees base pay rate.

Compensatory Time Off:
The normal work year for full-time Employees shall consist of the number of Monday through Friday days in each

calendar year multiplied by eight (8) hours. These hours are to be accounted for by each employee through:

a) Scheduled hours of work;
b) Scheduled department meetings;
c) Holidays;
d) Authorized training;
e) Authorized leave time; and
f) Authorized compensatory time off

Overtime:
For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

Fitness-on-Duty:
The Fitness-on-Duty provision was previously authorized under a Memorandum of Understanding. Going forward, the following program would be included as an article within the normal contract, as follows:

The purpose of this Article is to give each Officers the option to exercise while on duty. This voluntary Fitness-on-Duty program provides an opportunity for employees engaged in stressful and somewhat sedentary jobs an opportunity to: 1) Improve job performance, 2) Reduce health risks, 3) Reduce job-related injuries, 4) Reduce absenteeism, and 5) Improve overall fitness.

This program is subject to the following terms and conditions:
The employee will be given the option to work out 1 hour per shift. The average may not exceed 6 hours of workout time over 2 weeks. The workout time will consist of 30 minutes of the employees daily break time and up to 30 minutes of regular duty time. This option is available only if allowed by shift minimum's set forth by the Chief of Police, and call load.
Any employee participating in the program will partake in semi-annual fitness testing. The standards for testing will be set by the fitness coordinator and approved by the Chief of Police. All participants will adhere to the department Physical Fitness Program policy and testing standards.

Funding Source:

Case 1: The annual cost (wages and benefits) for this position is $120,519 ($89,050 coming from the General Fund and $31,469 from the Enterprise Fund). With an April start date, the actual funding required for 2013 is approximately $90,387. The funding required to extend the current contract with Hakanson Anderson through April 8, 2013 is approximately $2000 and an additional $5200 for one-month of service beyond April 8, 2013.

Case 2 The funding required for the first year of this contract is included in the 2013 budget and is estimated at approximately $14,049 (wages and benefits). The funding required for the second year of this contract is estimated to be approximately $54,497 (wages and benefits) and will be included in the 2014 budgeting process which the City Council will approve later this year.

Council Action:

Case 1: No further action is required -- this was approved by the City Council at the March 12, 2013

Case 2: Motion to adopt resolution #13-03-064, confirming the direction given at previous meetings to settle a 2-year labor agreement, including the following negotiated items:

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment.
2014: 2% increase to the 2013 wage schedule, effective on 01-01-14 for Cost of Living Adjustment and 2% increase effective on 07-01-14, for a Market Rate Adjustment.

Insurance:

Note: The following 2013 health insurance contributions are the same as the contributions previously approved for non-union employees.

2013: Memorandum of Understanding -- January 1, 2013 to December 31, 2013 as described below.
2014: Memorandum of Understanding -- January 1, 2014 to December 31, 2014 as described below.

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2013 and 2014. In addition, the City will purchase $20,000 of basic life insurance for full-time regular employees.

1) Increase city contributions for 2013 health insurance, as follows:

From $1200 to $1293 Family
From $1050 to $1095 Employee/Children
From $950 to $1017 Employee/Spouse
From $700 to $730-746.50 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgment form, and
• Employee experiences a qualifying family status change (for mid-year changes)

2) *Increase city contributions for 2014 health insurance, as follows:

From $1293 to $1358 Family
From $1095 to $1150 Employee/Children
From $1017 to $1068 Employee/Spouse
From $730-746.50 to $767–784 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgment form, and
• Employee experiences a qualifying family status change (for mid-year changes)

*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts listed above.

Court Time:
An employee who is required to appear in court within ~~six (6) hours~~ twelve (12) hours of the end of a scheduled shift and within twelve (12) hours of the start of a scheduled shift shall receive a minimum of three (3) hours pay at two (2) times the Employees base pay rate.

Compensatory Time Off:
The normal work year for full-time Employees shall consist of the number of Monday through Friday days in each calendar year multiplied by eight (8) hours. These hours are to be accounted for by each employee through:

a) Scheduled hours of work;
b) Scheduled department meetings;
c) Holidays;
d) Authorized training;
e) Authorized leave time; and
f) Authorized compensatory time off

Overtime:
For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatorytime off is considered to be working.

Fitness-on-Duty:
The Fitness-on-Duty provision was previously authorized under a Memorandum of Understanding. Going forward, the following program would be included as an article within the normal contract, as follows:

The purpose of this Article is to give each Officers the option to exercise while on duty. This voluntary Fitness-on-Duty program provides an opportunity for employees engaged in stressful and somewhat sedentary jobs an opportunity to: 1) Improve job performance, 2) Reduce health risks, 3) Reduce job-related injuries, 4) Reduce absenteeism, and 5) Improve overall fitness.

This program is subject to the following terms and conditions:

The employee will be given the option to work out 1 hour per shift. The average may not exceed 6 hours of workout time over 2 weeks. The workout time will consist of 30 minutes of the employees daily break time and up to 30 minutes of regular duty time. This option is available only if allowed by shift minimum's set forth by the Chief of Police, and call load.
Any employee participating in the program will partake in semi-annual fitness testing. The standards for testing will be set by the fitness coordinator and approved by the Chief of Police. All participants will adhere to the department Physical Fitness Program policy and testing standards.

Attachments

PC Packet of 031213
Draft PC Minutes 031213
Resolution

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/21/2013 03:57 PM

Form Started By: Colleen Lasher Started On: 03/20/2013 10:21 PM

Final Approval Date: 03/21/2013

City of Ramsey
Agenda
Personnel Committee
Tuesday March 12, 2013
5:30 pm
Lake Itasca Room, 7550 Sunwood Drive NW

1. Call to Order

2. Citizen Input

3. Approve Agenda

4. Committee Business

1. Authorization to Hire a City Engineer and to Approve a Transition Period with the Engineering Consultant

2. Authorization to Approve a 2-year Labor Agreement with LELS-Patrol and LELS-Sergeants

5. Adjournment

Personnel Committee **4. 1.**

Meeting Date: 03/12/2013

By: Colleen Lasher, Administrative Services

Title:

Authorization to Hire a City Engineer and to Approve a Transition Period with the Engineering Consultant

Background:

At the June 5, 2012, City Council meeting, staff received authorization to recruit for the position of City Engineer and to use a consulting engineer during the recruitment period.

Hakanson Anderson Engineering was brought on board in July and a recruitment process was conducted; however, staff was not able to recommend a candidate for the City Engineer position at that time. Consequently, at the September 25, 2012 meeting, the City Council authorized Hakanson Anderson to continue serving the City for up to an additional six months or through March 27, 2013. At that same meeting, the City Council directed staff to recruit again in January or February.

A second recruitment was conducted in January. Staff received six applications and interviewed two candidates. The interview panel included the City Administrator, the Public Works Superintendent, the Human Resources Manager, and the Interim City Engineer.

Staff considered both finalists to be excellent candidates for the City's new City Engineer position and both candidates were interviewed a second time. The second interview panel included the management team, as well as the engineering staff. It was the consensus of both groups to advance Mr. Bruce Westby in recruitment process.

Mr. Westby received a contingent job offer on February 26, 2013. Following that, Mr. Westby has successfully passed the City's background check, reference checks, physical and drug screen, as well as the work-style assessment.

At this time, staff is asking the City Council to consider: 1) hiring Mr. Bruce Westby, and 2) extending Hakanson Anderson's contract through at least Mr. Westby's start date of April 8, 2013, and 3) preferably retaining Hakanson Anderson part-time for an additional one-month period following Mr. Westby's start date, in order to ensure a successful transition and continuity of service within the City.

Hakanson Anderson's fee would include 24 hours per week for the first two weeks, followed by 16 hours per week for the second two weeks (one month all together) and would not exceed $5200. In the event that the City opted for less than one month of transition time, the amount would be prorated accordingly. Note: $5200 is the City's negotiated rate; if the City were to require 16 hours per week for one month at the normal rate ($110/hr.) the cost would be approximately $7040.

Notification:

This is is on the consent agenda this evening for City Council action.

Observations/Alternatives:

Alternative #1: Discontinue services with Hakanson Anderson after March 27, 2013, and approve hiring Mr. Bruce Westby, effective April 8, 2013. This alternative is not recommended.

Pros: Hakanson Anderson Interim City Engineer expenses would end as of the end of March.
Cons: There would be a gap in Engineering coverage from March 27, 2013 through April 8, 2013 and no transition period.

Alternatives #2: Approve hiring Mr. Bruce Westby and approve extending the contract with Hakanson Anderson through April 8, 2013, but not allow for a one month transition period. This alternative is not recommended.

Pros: The City would realize a savings of $5200.
Cons: Without some level of a transition period Mr. Westby will have a longer learning curve and the City may be vulnerable to losses.

Recommendation:

To make a motion, which upon City Council approval, will authorize hiring Mr. Bruce Westby as the City's new City Engineer, effective on April 8, 2013, at $43.67 per hour (step 4 of the 2013 wage scale) with a credit of 5 vacation days; extending Hakanson Anderson's contract part-time through at least Mr. Westby's start date of April 8, 2013; and retaining Hakanson Anderson for an additional one-month period following Mr. Westby's start date, in order to ensure a successful transition and continuity of service within the City.

Funding Source:

With a starting salary of $90,834, the offer is in-line with budgeted funding. The total annual cost of wages and benefits for this position are $120,519 ($89,050 coming from the General Fund and $31,469 from the Enterprise Fund). With an April start date, the actual funding required for 2013 is approximately $90,387. The funding required to extend the current contract with Hakanson Anderson, part-time, through April 8, 2013 is approximately $2000 and an additional $5200 for one-month of service beyond April 8, 2013.

Council Action:

Motion to approve resolution #13-03-059, which confirms the recommendation of the Personnel Committee to do the following:

1) Hire Mr. Bruce Westby as the City's new City Engineer, effective on April 8, 2013, at $43.67 per hour (step 4 of the 2013 wage scale) with a credit of 5 vacation days; and
2) Extend Hakanson Anderson's contract through Mr. Westby's start date of April 8, 2013; and
3) Retain Hakanson Anderson part-time for an additional one-month period following Mr. Westby's start date, in order to ensure a successful transition and continuity of service within the City.

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/07/2013 10:35 AM

Form Started By: Colleen Lasher Started On: 03/03/2013 04:18 PM

Final Approval Date: 03/07/2013

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-03-059

RESOLUTION TO HIRE A CITY ENGINEER AND TO APPROVE A TRANSITION PERIOD WITH THE ENGINEERING CONSULTANT

WHEREAS, at the September 25, 2012, City Council meeting staff was authorized to conduct a delayed recruitment process in January or February to fill the City Engineer position which was left vacant as of June 29, 2012; and

WHEREAS, a recruitment process was conducted and two candidates were interviewed; and

WHEREAS, staff has completed the necessary background checks and is recommending that Mr. Bruce Westby be hired as the City's new City Engineer at $43.67 per hour, effective on April 8, 2013, with a five day vacation credit; and

WHEREAS, staff recommends extending Hakanson Anderson's contract through Mr. Westby's start date of April 8, 2013; and

WHEREAS, staff recommends retaining the Hakanson Anderson's services for an additional one-month period following Mr. Westby's start date.

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

Confirms the recommendation of the Personnel Committee to do the following:

Motion to approve resolution #13-03-059, which confirms the recommendation of the Personnel Committee to do the following:

1) Hire Mr. Bruce Westby as the City's new City Engineer, effective on April 8, 2013, at $43.67 per hour (step 4 of the 2013 wage scale) with a credit of 5 vacation days; and
2) Extend Hakanson Anderson's contract through Mr. Westby's start date of April 8, 2013; and
3) Retain Hakanson Anderson for an additional one-month period following Mr. Westby's start date, in order to ensure a successful transition and continuity of service within the City.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 12th day of March 2013.

Personnel Committee **4. 2.**

Meeting Date: 03/12/2013

By: Colleen Lasher, Administrative Services

Title:

Authorization to Approve a 2-year Labor Agreement with LELS-Patrol and LELS-Sergeants

Background:

The current Law Enforcement Labor Services (LELS) contracts with both LELS Patrol and LELS Sergeants expired on December 31, 2012. City staff and LELS-Patrol and LELS-Sergeants have reached a tentative agreement on a two-year labor agreement.

Below is a list of the terms and conditions that have been tentatively agreed to by both groups:

Duration:
2-years / 2013-2014

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment

2014: 2% increase to the 2013 wage schedule, effective on 01-01-14 for a Cost of Living Adjustment and 2% increase effective on 07-01-14, for a Market Rate Adjustment

Insurance:
Note: The following 2013 health insurance contributions are the same as the contributions previously approved for non-union employees.

2013: Memorandum of Understanding -- January 1, 2013 to December 31, 2013 as listed below.
2014: Memorandum of Understanding -- January 1, 2014 to December 31, 2014 as listed below.

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2013 and 2014. In addition, the City will purchase $20,000 of basic life insurance for full-time regular employees.

1) Increase city contributions for 2013 health insurance

From $1200 to $1293 Family
From $1050 to $1095 Employee/Children
From $950 to $1017 Employee/Spouse
From $700 to $730-746.50 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form, and
• Employee experiences a qualifying family status change (for mid-year changes)

2) *Increase city contributions for 2014 health insurance

From $1293 to $1358 Family
From $1095 to $1150 Employee/Children
From $1017 to $1068 Employee/Spouse
From $730-746.50 to $767–784 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form, and
• Employee experiences a qualifying family status change (for mid-year changes)

*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts listed above.

Court Time:
An Employee who is required to appear in court within ~~six (6) hours~~ twelve (12) hours of the end of a scheduled shift and within twelve (12) hours of the start of a scheduled shift shall receive a minimum of three (3) hours pay at two (2) times the Employees base pay rate.

Compensatory Time Off:
The normal work year for full-time Employees shall consist of the number of Monday through Friday days in each calendar year multiplied by eight (8) hours. These hours are to be accounted for by each Employee through:
a) Scheduled hours of work;
b) Scheduled department meetings;
c) Holidays;
d) Authorized training;
e) Authorized leave time; and
f) Authorized compensatory time off

Overtime:
For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

Fitness-on-Duty:
The Fitness-on-Duty provision was previously authorized under a Memorandum of Understanding. Going forward, the following program would be included as an article within the normal contract, as follows:

The purpose of this Article is to give each Officers the option to exercise while on duty. This voluntary Fitness-on-Duty program provides an opportunity for employees engaged in stressful and somewhat sedentary jobs an opportunity to: 1) Improve job performance, 2) Reduce health risks, 3) Reduce job-related injuries, 4) Reduce absenteeism, and 5) Improve overall fitness.

This program is subject to the following terms and conditions:

The employee will be given the option to work out 1 hour per shift. The average should not exceed 6 hours of workout time over 2 weeks. This option is available if allowed by shift minimum's set forth by the Chief of Police, and call load. The workout time will consist of 30 minutes of the employees daily break time and up to 30 minutes

of regular duty time.
Any employee participating in the program will partake in semi-annual fitness testing. The standards for testing will be set by the fitness coordinator and approved by the Chief of Police. All participants will adhere to the department Physical Fitness Program policy and testing standards.

For Patrol Officers Only:
Continue the current Memorandum of Understanding for Holiday Buy Back as follows:

Section 17.4: Each employee shall have the option to sell a maximum of 54 of his/her holiday hours back to the employer at his/her current rate of pay. This holiday buy back option may be taken during two times annually: January 1 through January 15, and November 1 through November 15. In any event, no holiday hours shall carry over to the next year.

All other provisions of Article Seventeen (17) shall apply normally. This Memorandum of Understanding will sunset on December 31, 2014

Notification:

It is evident that Ramsey Patrol Officers and Sergeants have lost ground compared to the market average; as cost-of-living adjustments and market rate adjustments were restricted due to recent economic circumstances. In an effort to rectify the situation and ensure stability within the Police Department, staff recently conducted a salary survey with similarly situated cities (via on-line resources and by calling individual cities) and found that officer' wages continue to be below the market. The data was crossed checked with the data available through the LELS offices and the results were consistent. A 1% COLA on January 1, 2013 and a 2% COLA on January 1, 2014 does not offer a remedy to the situation; therefore, in order to correct the disparity, a July 1, 2014 market rate adjustment is recommended, which would be included in the budgeting process later this year.

Observations/Alternatives:

Alternative #1: Revise the terms of the tentative agreement based on discussion with the Personnel Committee. Not recommended.

Pros: Unknown.
Cons: Takes valuable time away from staff, delays reconciling payroll, and risks going to binding arbitration.

Recommendation:

To make a motion, which upon City Council approval, will authorize settling the 2013 - 2014 labor agreement, as described above, between the City of Ramsey and LELS-Patrol and LELS-Sergeants.

Funding Source:

The funding required for a 1% COLA and the 2013 health insurance contributions were approved as part of the 2013 General Fund Budget.

The Cost of Living Adjustment and Market Rate Adjustment for 2014 will be included in the 2014 General Fund Budget which will be presented to the City Council for consideration later this year.

Council Action:

Motion to approve a resolution, which confirms the recommendation of the Personnel Committee to settle the 2013 - 2014 Labor Agreement between the City of Ramsey and LELS-Patrol and LELS-Sergeants.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/07/2013 04:02 PM

Form Started By: Colleen Lasher Started On: 03/03/2013 04:23 PM

Final Approval Date: 03/07/2013

PERSONNEL COMMITTEE
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Personnel Committee conducted a regular meeting on Tuesday, March 12, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jason Tossey
Councilmember Mark Kuzma
Mayor Sarah Strommen (Alternate)

Member Absent: Councilmember Randy Backous

Also Present: City Administrator Kurtis Ulrich
Human Resources Manager Colleen Lasher
Police Chief James Way
Public Works Superintendent Grant Riemer
Councilmember David Elvig
Councilmember John LeTourneau
Councilmember Chris Riley

1. CALL TO ORDER

Chairperson Tossey called the regular meeting of the Personnel Committee to order at 5:30 p.m.

2. CITIZEN INPUT

There was none.

3. APPROVE AGENDA

Motion by Councilmember Kuzma, seconded by Mayor Strommen, to approve the agenda as submitted.

Motion carried. Voting Yes: Chairperson Tossey, Councilmember Kuzma and Mayor Strommen. Voting No: None. Absent: Councilmember Backous.

4. COMMITTEE BUSINESS

4.01: Authorization to Hire a City Engineer and to Approve a Transition Period with Engineering Consultant

Human Resources Manager Lasher reviewed the staff report, background information, and recommendation to hire Bruce Westby, noting he had successfully passed the City's background check, reference checks, physical and drug screen, and work-style assessment. Staff also

recommended extending the contract with Hakanson Anderson through Mr. Westby's start date of April 8, 2013, and preferably retaining Hakanson Anderson part-time for an additional one month period following Mr. Westby's start date in order to ensure a successful transition and continuity of service within the City. Human Resources Manager Lasher reviewed the fees of Hakanson Anderson, noting if a full month was not needed, it would be prorated back to the City. She indicated the funding for hiring Mr. Westby is within budget and for Hakanson Anderson the cost is about $2,000 if extended one week beyond Mr. Westby's start date and about $5,200 if extended one month beyond April 8, 2013.

City Administrator Ulrich indicated staff would manage the hours for Hakanson Anderson.

Councilmember Kuzma stated support to have backup engineering support until Mr. Westby is brought up to speed.

Mayor Strommen agreed that transition time would be beneficial and supported stating "a maximum of one full month" so staff has the discretion to scale back the hours, if needed.

Motion by Councilmember Kuzma, seconded by Mayor Strommen, to recommend that the City Council adopt Resolution #13-03-59, to hire Bruce Westby as the City's new City Engineer, effective on April 8, 2013, at $43.67 per hour (Step 4 of the 2013 wage scale) with a credit of five vacation days; and, extend Hakanson Anderson's contract through Mr. Westby's start date of April 8, 2013; and, retain Hakanson Anderson part-time for a maximum of an additional one-month period following Mr. Westby's start date in order to ensure a successful transition and continuity of service within the City.

Motion carried. Voting Yes: Chairperson Tossey, Councilmember Kuzma and Mayor Strommen. Voting No: None. Absent: Councilmember Backous.

4.02: Authorization to Approve a Two Year Labor Agreement with LELS–Patrol and LELS-Sergeants

Chairperson Tossey disclosed that his personal counsel has recommended he recuse himself from this discussion and decision.

Mayor Strommen assumed chairing this agenda case.

Human Resources Manager Lasher reviewed the staff report and list of terms and conditions that have been tentatively agreed to by the LELS-Patrol and LELS-Sergeants on a two-year labor agreement including a 2014 market rate adjustment for patrol officers an sergeants as it was clear they had lost ground compared to the market average based on a salary survey with similarly situated cities. Human Resources Manager Lasher advised that in the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%, as may be the case due to the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts as listed in the staff report.

Councilmember Kuzma congratulated staff on a job well done.

Acting Chairperson Strommen noted these labor contracts had been previously been discussed, several times, in Closed Session.

Motion by Councilmember Kuzma, seconded by Acting Chairperson Strommen, to recommend that the City Council adopt a resolution to settle the 2013-2014 Labor Agreement between the City of Ramsey and LELS-Patrol and LELS-Sergeants.

Motion carried. Voting Yes: Acting Chairperson Strommen and Councilmember Kuzma. Voting No: None. Abstain: Chairperson Tossey. Absent: Councilmember Backous.

Chairperson Tossey resumed chairing the meeting.

COMMITTEE INPUT

None.

ADJOURNMENT

Motion by Councilmember Kuzma, seconded by Mayor Strommen, to adjourn the regular meeting of the Personnel Committee.

Motion carried.

The regular meeting of the Personnel Committee adjourned at 5:47 p.m.

Respectfully submitted,

_____
Colleen Lasher
Human Resources Manager

ATTEST:

_____
Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-03-064

RESOLUTION TOAPPROVE A 2-YEAR LABOR AGREEMENT WITH LELS-PATROL AND LELS-SERGEANTS

WHEREAS, the current Law Enforcement Labor Services (LELS) contracts with both LELS Patrol and LELS Sergeants expired on December 31, 2012; and

WHEREAS, city staff and LELS-Patrol and LELS-Sergeants have reached a tentative agreement on a two-year labor agreement; and

WHEREAS, the City and LELS have tentatively agreed to all articles within the contracts, as well as the Memorandum of Understandings for health insurance, the $295 credit in lieu of coverage, and the Patrol Officers Holiday Buy Back at a maximum of 54 hours for both 2013 and 2014; and

WHEREAS, the City will administer the 2013-2014 labor agreement as follows:

City staff and LELS-Patrol and LELS-Sergeants have reached a tentative agreement on a two-year labor agreement.

Below is a list of the terms and conditions that have been tentatively agreed to:

Duration:
2-years / 2013-2014

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment.

2014: 2% increase to the 2013 wage schedule, effective on 01-01-14 for Cost of Living Adjustment and 2% increase effective on 07-01-14, for a Market Rate Adjustment.

Insurance:
Note: The following 2013 health insurance contributions are the same as the contributions previously approved for non-union employees.

2013: Memorandum of Understanding -- January 1, 2013 to December 31, 2013 as described below.

2014: Memorandum of Understanding -- January 1, 2014 to December 31, 2014 as described below.

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2013 and 2014. In addition, the City will purchase $20,000 of basic life insurance for full-time regular employees.

1) Increase city contributions for 2013 health insurance, as follows:

From $1200 to $1293 Family
From $1050 to $1095 Employee/Children
From $950 to $1017 Employee/Spouse
From $700 to $730-746.50 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form, and
• Employee experiences a qualifying family status change (for mid-year changes)

2) *Increase city contributions for 2014 health insurance, as follows:

From $1293 to $1358 Family
From $1095 to $1150 Employee/Children
From $1017 to $1068 Employee/Spouse
From $730-746.50 to $767–784 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form, and
• Employee experiences a qualifying family status change (for mid-year changes)

*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any

case, the City will contribute no less than the 2014 amounts listed above.

Court Time:
An Employee who is required to appear in court within twelve (12) hours of the end of a scheduled shift and within twelve (12) hours of the start of a scheduled shift shall receive a minimum of three (3) hours pay at two (2) times the Employees base pay rate.

Compensatory Time Off:
The normal work year for full-time Employees shall consist of the number of Monday through Friday days in each calendar year multiplied by eight (8) hours. These hours are to be accounted for by each Employee through:

a) Scheduled hours of work;
b) Scheduled department meetings;
c) Holidays;
d) Authorized training;
e) Authorized leave time; and
f) Authorized compensatory time off

Overtime:
For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

Fitness-on-Duty:
The Fitness-on-Duty provision was previously authorized under a Memorandum of Understanding. Going forward, the following program would be included as an article within the normal contract, as follows:

The purpose of this Article is to give each Officers the option to exercise while on duty. This voluntary Fitness-on-Duty program provides an opportunity for employees engaged in stressful and somewhat sedentary jobs an opportunity to: 1) Improve job performance, 2) Reduce health risks, 3) Reduce job-related injuries, 4) Reduce absenteeism, and 5) Improve overall fitness.

This program is subject to the following terms and conditions:

The employee will be given the option to work out 1 hour per shift. The average should not exceed 6 hours of workout time over 2 weeks. This option is available if allowed by shift minimum's set forth by the Chief of Police, and call load. The workout time will consist of 30 minutes of the employees daily break time and up to 30 minutes of regular duty time.

Any employee participating in the program will partake in semi-annual fitness testing. The standards for testing will be set by the fitness coordinator and approved by the Chief

of Police. All participants will adhere to the department Physical Fitness Program policy and testing standards.

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

Motion to approve a resolution, which confirms the recommendation of the Personnel Committee to do the following:

Approve a resolution to settle the 2013 - 2014 Labor Agreement between the City of Ramsey and LELS-Patrol and LELS-Sergeants as follows:

Duration:
2-years / 2013-2014

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment.

2014: 2% increase to the 2013 wage schedule, effective on 01-01-14 for a Cost of Living Adjustment and 2% increase effective on 07-01-14, for a Market Rate Adjustment.

Insurance:
Note: The following 2013 health insurance contributions are the same as the contributions previously approved for non-union employees.

2013: Memorandum of Understanding -- January 1, 2013 to December 31, 2013 as described below.

2014: Memorandum of Understanding -- January 1, 2014 to December 31, 2014 as described below.

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2013 and 2014. In addition, the City will purchase $20,000 of basic life insurance for full-time regular employees.

1) Increase city contributions for 2013 health insurance, as follows:

From $1200 to $1293 Family
From $1050 to $1095 Employee/Children
From $950 to $1017 Employee/Spouse
From $700 to $730-746.50 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees

receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form, and
• Employee experiences a qualifying family status change (for mid-year changes)

2) *Increase city contributions for 2014 health insurance, as follows:

From $1293 to $1358 Family
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From $1017 to $1068 Employee/Spouse
From $730-746.50 to $767–784 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form, and
• Employee experiences a qualifying family status change (for mid-year changes)

*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts listed above.

Court Time:
An Employee who is required to appear in court within twelve (12) hours of the end of a scheduled shift and within twelve (12) hours of the start of a scheduled shift shall receive a minimum of three (3) hours pay at two (2) times the Employees base pay rate..

Compensatory Time Off:
The normal work year for full-time Employees shall consist of the number of Monday through Friday days in each calendar year multiplied by eight (8) hours. These hours are to be accounted for by each Employee through:

a) Scheduled hours of work;
b) Scheduled department meetings;
c) Holidays;

d) Authorized training;
e) Authorized leave time; and
f) Authorized compensatory time off

Overtime:
For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

Fitness-on-Duty:
The Fitness-on-Duty provision was previously authorized under a Memorandum of Understanding. Going forward, the following program would be included as an article within the normal contract, as follows:

The purpose of this Article is to give each Officers the option to exercise while on duty. This voluntary Fitness-on-Duty program provides an opportunity for employees engaged in stressful and somewhat sedentary jobs an opportunity to: 1) Improve job performance, 2) Reduce health risks, 3) Reduce job-related injuries, 4) Reduce absenteeism, and 5) Improve overall fitness.

This program is subject to the following terms and conditions:

The employee will be given the option to work out 1 hour per shift. The average should not exceed 6 hours of workout time over 2 weeks. This option is available if allowed by shift minimum's set forth by the Chief of Police, and call load. The workout time will consist of 30 minutes of the employees daily break time and up to 30 minutes of regular duty time.

Any employee participating in the program will partake in semi-annual fitness testing. The standards for testing will be set by the fitness coordinator and approved by the Chief of Police. All participants will adhere to the department Physical Fitness Program policy and testing standards.

For Patrol Officers Only:
Continue the current Memorandum of Understanding for Holiday Buy Back as follows:

Section 17.4: Each employee shall have the option to sell a maximum of 54 of his/her holiday hours back to the employer at his/her current rate of pay. This holiday buy back option may be taken during two times annually: January 1 through January 15, and November 1 through November 15. In any event, no holiday hours shall carry over to the next year.

All other provisions of Article Seventeen (17) shall apply normally. This Memorandum of Understanding will sunset on December 31, 2014

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of March 2013.

CC Regular Session **7. 1.**

Meeting Date: 03/26/2013

By: Tim Gladhill, Community Development

Information

Title:

Consider Request for Local Contribution from MWF Properties for Apartment Development in The COR and Provide Staff Direction on Potential Sources

Background:

The City has been contacted by MWF Properties, located in Minneapolis, MN, regarding a potential development of Outlot B, RAMSEY TOWN CENTER 11TH ADDITION. The Property is currently owned by the City of Ramsey Housing and Redevelopment Authority (HRA). A case has been prepared for the HRA's consideration for March 26, 2013 as well. The Developer desires to construct an approximately 47-unit rental apartment development on the Property.

The Developer is also seeking City financial participation as part of an application to the Minnesota Housing Finance Agency (MHFA) for Section 42 tax credits, a competitive financing opportunity also known as the Housing Tax Credit (HTC). According to the MHFA website, the Housing Tax Credit is a reduction in tax liability to developers and investors in exchange for providing affordable housing. This is not assistance given directly to a tenant. The Housing Tax Credit is part of the Internal Revenue Service (IRS) Tax Code, and not a City funded program.

The Developer is requesting a local contribution of $510,000. According to the Developer, a contribution of this amount would provide four (4) selection points . The Developer will present background on the HTC Application and the forecasted range of points that would be necessary for a successful application. According to the Developer, the local contribution can be satisfied by a number of ways including, but not limited to (or combinations thereof) Tax Increment Financing (TIF), grants, reduction in land costs, and regulatory cost reductions.

Staff discussed the Metropolitan Council's Livable Communities Act (LCA) as a potential funding source. The Developer has stated that they are somewhat concerned about timing of this program. The City could also consider utilization of the Anoka County Housing and Redevelopment Authority (ACHRA) levy as a potential funding source. The Developer also inquired as to whether the City would be interested in assisting through Tax Increment Financing (TIF). In addition, the Developer also inquired if the City would be willing to waive certain application, license, or development fees or fast track approval processes.

Before continuing discussions with the Developer, Staff is seeking policy feedback as to whether the City Council is interested in pursuing TIF, LCA funding, land reduction, County HRA funding, or other options available through the Tax Credit program for the project.

It should be noted that the Developer has noted implications of the required design guidelines for The COR. Staff has had some preliminary discussions with the Developer on alternative locations within The COR with design standards more complimentary to their current business model. The Developer seems generally interested in exploring alternative locations as well.

Furthermore, the Developer has requested review with the City Council at this time due to timing of the Application. The Application is due in June, but will take a considerable amount of time on the Developer's part to prepare the Application.

Notification:

No notification required at this time.

Observations/Alternatives:

Peter Worthington, of MWF Properties, will be presenting the project proposal to the City Council. There are multiple site plan review items that need to be addressed, which will be addressed at a future date if necessary. At this time, Staff is seeking feedback on potential City participation prior to spending additional time discussing and reviewing further with the potential Developer.

The Developer is seeking Section 42 tax credits, administered through the Minnesota Housing Finance Agency (MHFA). The Developer is asking that the City participate financially in order to increase the chance of successful award of said financing. The program does provide options other than cash contribution that count as the local match, which will be presented by Mr. Worthington. Evaluation of the HTC Applications are based on a points system, and City participation includes additional points. A copy of the current HTC Self Scoring Sheet is attached for the City Council's review.

As stated, there are a number of ways to satisfy the local contribution including, but not limited to TIF, grants, reduction in land costs, or regulatory cost reductions. One potential funding source is the Metropolitan Council Livable Communities Program or the Anoka County Housing and Redevelopment Authority levy. Furthermore, the Property is located within TIF District #14. Again, Staff recommends a broader policy discussion on TIF District #14 before identifying this as a potential funding source. However, TIF utilization for public infrastructure (e.g., roads) would be one potential use of TIF for this project that would benefit both the City and the development.

The deadline for Livable Communities funds is anticipated to be on or about May, 2013 (based on previous funding rounds). Staff will revisit this funding source when the funding cycle is opened for 2013, and bring back a case for consideration by the City Council. Staff will continue to work on identifying additional ways to address the local contribution, if directed to do so by City Council.

Alternative #1. The City Council could direct Staff to continue discussions with the Developer to identify an appropriate funding source for the Local Contribution. Staff would recommend a housing grant as the preferred method to satisfy the Local Contribution. Staff is seeking feedback on the use of TIF #14, likely for required public improvements. The City Council could also direct Staff to explore other parcels where the cost of development could lead to a reduction in the requested Local Contribution.

Alternative #2. The City Council could deny the request for a Local Contribution. It is unlikely that the project would move forward without the Local Contribution.

Alternative #3. The City Council could postpone a decision, pending review by the HRA related to housing assistance and land sale discussion.

Recommendation:

Staff recommends that the City Council direct Staff to pursue potential funding sources for the Local Contribution, but not formally agree to the Local Contribution at this time. It is also recommended that staff prepare a TIF analysis for this project to determine potential revenue from the project. This direction would not authorize Staff to submit any application for grant or other funding. Said authorization would come at a future date with a specific grant fund identified.

Funding Source:

There is not additional funding required to continue discussions with the potential Developer. The funding source for a local contribution would need to be determined in the near future, based on discussion (if approved).

Council Action:

Motion to direct Staff to continue/not continue discussions regarding local contribution for MWF Properties related to a Minnesota Housing Finance Agency (MHFA) Housing Tax Credit Application.

Attachments

Site Location Map

Request for Local Contribution

Concept Plan (Basic)

Initial Site Plan Review Comments

Tax Credit Background

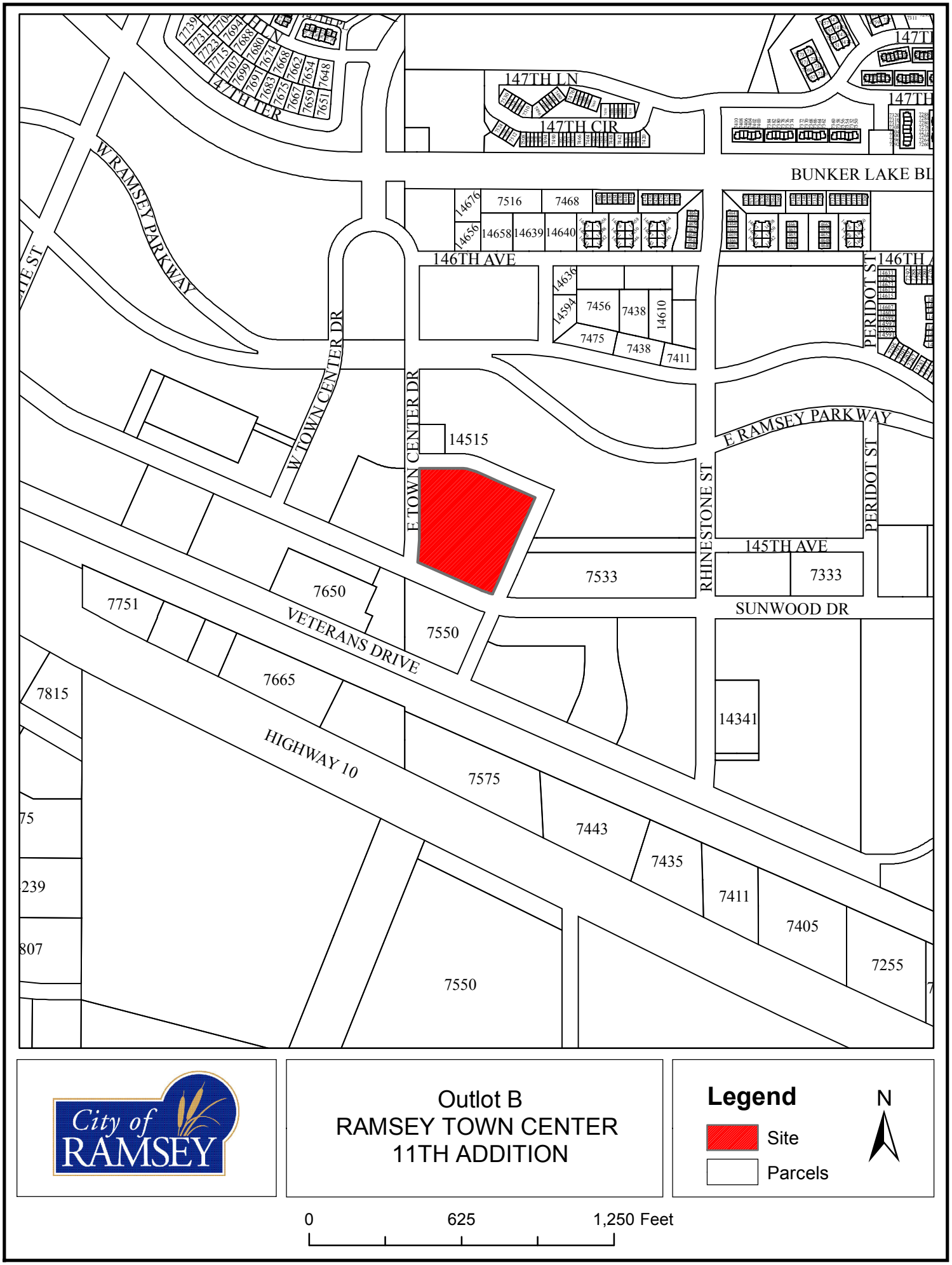
Tax Credit Scoring Sheet

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	03/20/2013 08:00 AM
Chris Anderson	Chris Anderson	03/20/2013 02:50 PM
Hakanson Anderson Engineering	Shane Nelson	03/21/2013 08:22 AM
Patrick Brama	Kathy Schmitz	03/21/2013 09:51 AM
Tim Gladhill (Originator)	Tim Gladhill	03/21/2013 10:16 AM
Kurt Ulrich	Kurt Ulrich	03/21/2013 03:25 PM

Form Started By: Tim Gladhill Started On: 03/15/2013 02:58 PM

Final Approval Date: 03/21/2013


147TH LN
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BUNKER LAKE BL
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W TOWN CENTER DR
E TOWN CENTER DR
146TH AVE
PERIDOT ST
E RAMSEY PARKWAY
14515
RHINESTONE ST
145TH AVE
SUNWOOD DR
VETERANS DRIVE
HIGHWAY 10
7516
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7411
7533
7333
7650
7751
7550
7665
7815
14341
7575
7443
7435
7411
7405
7255
7550
City of RAMSEY
Outlot B
RAMSEY TOWN CENTER
11TH ADDITION
Legend
Site
Parcels
N
0
625
1,250 Feet

MWF Properties
7645 Lyndale Avenue South
Minneapolis, MN 55423
TEL 612.243.4637
FAX 612.243.4660
MWFPROPERTIES.COM

March 19, 2013

Tim Gladhill
Development Services Manager
City of Ramsey/Community Development
7550 Sunwood Drive NW
Ramsey, MN 55303

Dear Mr. Gladhill,

MWF Properties LLC is proposing to develop a 47 unit, multi-family work force housing community in Ramsey COR District 1. The 47 units will include a mix of two and three bedroom apartments to meet the demands for work force family housing in Ramsey. The community will occupy approximately 1.1 acres along Sunwood Drive – within walking distance of the Ramsey light rail station. The apartments will be located in a four-story building with underground parking, surface parking, an outdoor play area, and amenities within the building. All units will have balconies. The tenant population will be comprised of residents with income at or below 60% of the area median income.

The project is proposed to be funded primarily through the sale of tax credits awarded by MHFA pursuant to Section 42 of the Tax Code. We plan to submit an application to MHFA in June 2013. Notice of award is expected in October 2013. We anticipate starting construction in April 2014 and completing in December 2014.

We are projecting a total development cost of approximately $9,913,000. Within that overall budget we have included receiving local financial contribution totaling a net present value of $510,000. The local contribution can come in several ways (or a combination) including TIF, grants, reduction in land cost, and regulatory cost reductions.

The local contribution amount is necessary to the success of this project for two main reasons: the increased cost to meet the COR design framework and the need to achieve 4 points on the local contribution scoring criterion in the tax credit application process.

There are several aspects to the COR District 1 Design Framework which will require design enhancement beyond what is typical for workforce housing. Those include additional articulation of the building exterior, increased glazing, elimination of siding, and use of brick or comparable product on at least 50% of exterior walls.

The scoring criteria used in the competitive application process changes from year to year. Where a proposed project fails to achieve points in some criteria, additional points must be achieved in other aspects to have a competitive proposal. Based on the current scoring criteria we are confident that to be

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7645 Lyndale Avenue South
Minneapolis, MN 55423
TEL 612.243.5000
FAX 612.243.5010
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competitive this project will need to achieve 4 points for the local contribution category. Achieving 4 points will require the level of contribution we are proposing.

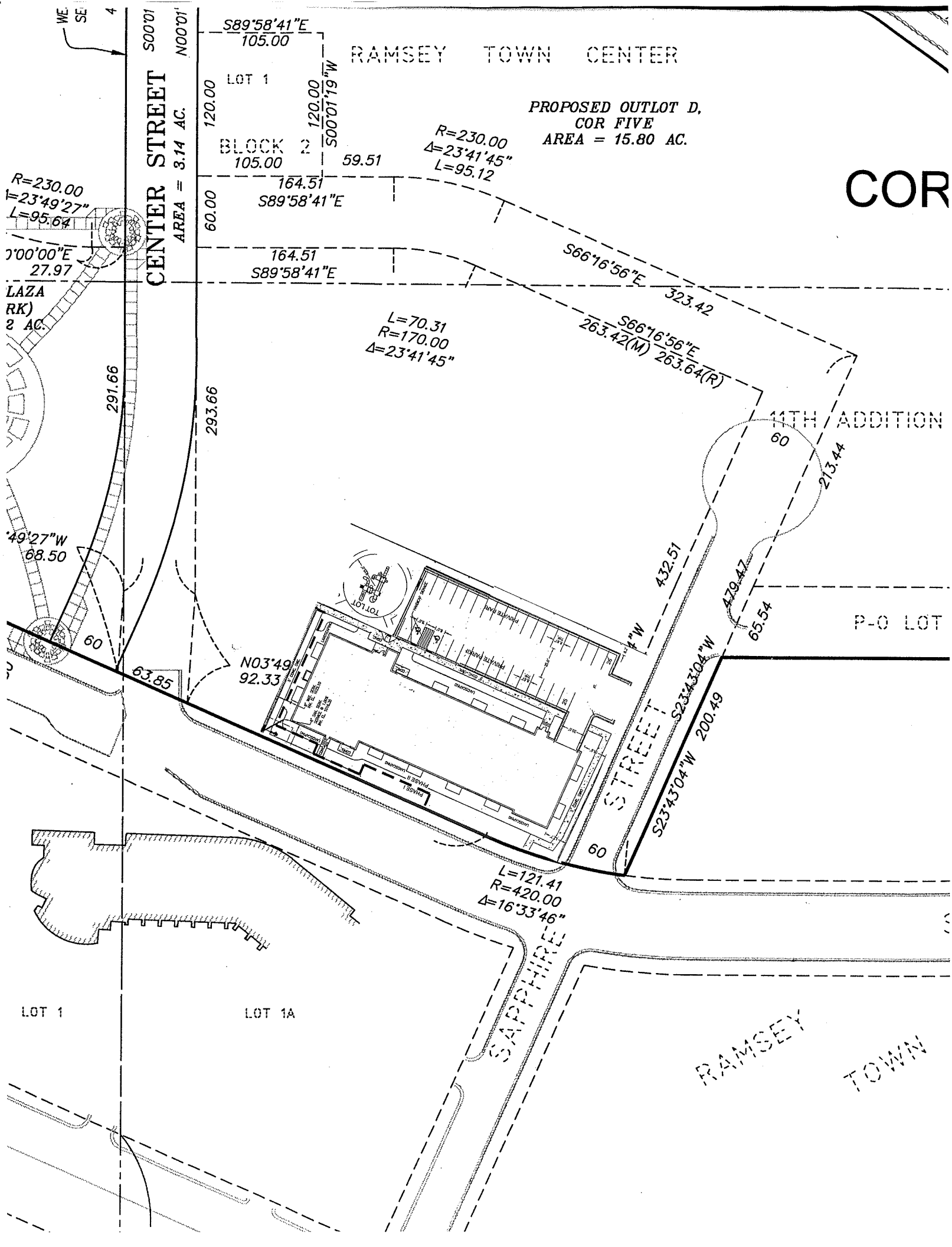
We look forward to discussing our proposal further with you, the Ramsey HRA and City Council.

Very truly yours,

MWF PROPERTIES, LLC

Peter Worthington

Weis, Builders, Inc. is an
Affirmative Action/Equal Opportunity Employer


RAMSEY TOWN CENTER
PROPOSED OUTLOT D,
COR FIVE
AREA = 15.80 AC.
COR
CENTER STREET
AREA = 3.14 AC.
LOT 1
BLOCK 2
105.00
120.00
S89°58'41"E
105.00
S00°01'19"W
120.00
59.51
R=230.00
Δ=23°41'45"
L=95.12
164.51
S89°58'41"E
60.00
S66°16'56"E
323.42
S66°16'56"E
263.42(M) 263.64(R)
L=70.31
R=170.00
Δ=23°41'45"
291.66
293.66
14TH ADDITION
60
213.44
432.51
479.47
65.54
P-O LOT
S23°43'04"W
200.49
60
63.85
N03°49
92.33
L=121.41
R=420.00
Δ=16°33'46"
SAPPHIRE
LOT 1
LOT 1A
RAMSEY
TOWN

Memo

Stantec

To:	Tim Gladhill, Development Services Manager	From:	Tina Goodroad, AICP
	Recipient's Office		Sender's Office
File:	Workforce Housing Site Plan review	Date:	March 8, 2013

Reference: Workforce Housing in Ramsey COR

The applicant has submitted a preliminary site plan for a 47 unit workforce housing apartment building for a site located in COR 1 situated at the southeast corner of Sapphire Street and Sunwood Drive. Below is a summary of the site plan review based on the COR 1 site and building design requirements.

As described in The COR Design Framework the COR1 Mixed Use Core "provides the broadest variety, highest density and greatest intensity of development encouraging both vertical and horizontal mixed use."

The site is located on Sunwood Drive which is classified as a destination street and Sapphire Street which is classified as a downtown street. The site also abuts Center Street which is also classified as a downtown street.

Minimum lot size requirement: none

Minimum lot width: 20' on all three streets. Proposed plan meets this requirement.

Density: greater than 15 units is permitted in COR1. The proposal is for a five story building (first floor at grade enclosed parking) with 47 units.

Minimum F.A.R is .75 and proposed is 1.09

Required build to lines on Sunwood Drive and Sapphire Street is 5' to the right-of-way with 60% of the building façade meeting this requirement. A scaled site plan was not provided to determine proposed build to lines. However, as the site plan illustrates, the applicant understands the intent of building placement in the COR up to the street. Nevertheless, improvements can be made to the building layout that would offer greater use of the entire site extending the Center Street, while meeting the build to lines on both Sunwood Drive and Sapphire Street. Development plans cannot prohibit the remaining site area from meeting the Development Plan, including building area to meet build to and building frontage requirements along Center Street.

The preliminary site plan does not meet the build to line along Sapphire Street. If the building were designed in an "L" shape and tucked into the southeast corner greater

room would be available for a second “L” shaped building at the southwest corner as illustrated on Development Plan 6.1. Additional efforts may still be needed to meet the 60% building frontage along Sapphire Street via a knee wall, however, this building pattern would allow for maximum use of the site as intended in the overall development plan.

Building height maximum is five stories; proposed is five stories with the first story serving as enclosed at grade parking.

The applicant will also be required to provide for a 6’ wide boulevard and 10’ sidewalk. Streetscaping will be required according the COR Design Framework.

Minimum parking required is one space per unit with a maximum of two per unit. The applicant is proposing 36 enclosed spaces and 33 surface spaces totaling close to 1.5 spaces per unit. Parking shall be located at the rear or side of the site. With an “L” shape building this could be accomplished by locating the parking inside the “L”.

The preliminary site plan does locate the proposed surface parking at the rear of the site. As mentioned earlier a knee wall may be required to meet the required 60% building frontage. This knee wall may also be required to screen the parking lot along Sapphire Street.

Other items of consideration:

Building architecture is very important in the COR, especially in COR1 which is in the heart of the COR. Design requirements are based on the street type the site is located on as well as the sub-district. Sunwood Drive is classified as the destination street (the only one in the district). A destination street is defined as the location for shopping, entertainment, services, workplace and other primary amenities. As such, the proposed use, as an apartment building may not be the highest and best use of this particular site in COR1.

Buildings in this sub-district are intended to play a major role in defining the overall character in the COR. Buildings are required to have four sided architecture and highlight unique architectural features while also contributing to the compatibility of other buildings immediately surrounding the site. Emphasis in this sub-district is on the design of the elevation(s) facing the streets. To meet these goals the applicant shall follow the building design guidelines for all buildings in The COR Design Framework. This requires specific elements including but not limited to:

- Four sided architecture
- Reinforce the street edge
- Interesting mix of building styles, scales and massing

- An animated street presence with a mix of street level uses, interesting building facades, doors and windows on the street and other architectural elements that animate the pedestrian experience. The proposed use, as residential will have difficulty meeting the design intent for this sub-district. Additionally, the proposed at grade, first level use of parking will make these requirements even more difficult to achieve without the use of false architectural elements which will not meet the intent for an animated street presence.

- Variety in building design and building elements including roofs. Use of high quality materials.

- Special architectural elements used to highlight key streets. In this case that would include Sunwood Drive, Sapphire Street and even Center Street. This site cannot develop in a manner that would prohibit future development from meeting the development plan for Center Street.

While elevations have not been provided; this list points out key requirements for the building design in the COR 1 sub-district that will apply to the proposed workforce housing proposal.

The above summary points to key areas where the preliminary plan meets requirements and where improvements and redesign shall be considered for this proposed use to fully meet the intent of the COR 1 sub-district.

If you have any questions please do not hesitate to call.

Housing Tax Credit Program

Allocation

The Federal Tax Reform Act of 1986 created the Housing Tax Credit (HTC) Program for qualified residential rental properties. The HTC offers a ten year reduction in tax liability to owners and investors in eligible affordable rental housing units produced as a result of new construction, rehabilitation, or acquisition with rehabilitation.

Minnesota Housing was designated by the Minnesota Legislature as the primary allocating Agency of HTC in Minnesota. Qualified local cities and counties have also been designated by the Legislature as suballocators of the HTC.

Section 42 of the Internal Revenue Code ("Section 42") requires that tax credit allocating agencies develop an allocation plan for the distribution of the tax credits within the jurisdiction of the allocating agency. The MHFA Qualified Allocation Plan (QAP) combines state and federally legislated priorities with other priorities established by the MHFA following receipt of comments from the public, local municipalities and federal agencies.

Compliance

Section 42 (m)(i)(B)(iii) of the Internal Revenue Code requires housing credit agencies to include in their Housing Tax Credit Allocation Plan a procedure to monitor all tax credit projects for compliance with the requirements of Section 42, the Housing Tax Credit Program (HTC), throughout the compliance period.

In Minnesota, Minnesota Housing has been designated by the Legislature as the primary apportionment agency for the state. The Legislature also has designated the following cities and counties as suballocators: Dakota County, Duluth, Minneapolis, Rochester, St. Cloud, St. Paul, and Washington County.

An allocating agency must have a procedure for monitoring compliance with the provisions of the Code and notifying the Internal Revenue Service (IRS) of any noncompliance of which it becomes aware whether or not it is corrected. The monitoring requirements became effective on January 1, 1992, were amended on January 14, 2000, and apply to all tax credit projects, even if the projects received an allocation prior to 1992. The IRS has issued final regulations, Income Tax Regulation 1.42-5 ("1.42-5"), relating to the requirements for compliance monitoring.

Self-Scoring Worksheet
2013 Housing Tax Credit Program

Development Name: _____

Development Location: _____

Development City: _____

Please note the following:

1. Minimum Point Requirements:
   - Request for Minnesota Housing Finance Agency (Minnesota Housing) administered tax credits from the State's volume cap must demonstrate the project is eligible for not less than 30 points.
   - Request for tax credits in association with Tax Exempt Bonds over and above the State's allocation of Housing Tax Credits must demonstrate the project is eligible for not less than 40 points.

2. Documentation of Points:
   - Indicate the selection and/or preference priority points expected for your project. Where multiple points per section are available please check the appropriate box (☐) for points claimed. **Attach directly to this self-scoring worksheet, a separate detail sheet and documentation that clearly supports points claimed. Minnesota Housing will determine actual selection points awarded – points will not be awarded unless documentation is provided along with the application to justify the points claimed.**

3. Extended Duration:
   - All projects with the exception of those obtaining tax credits in association with Tax Exempt Bonds over and above the State's allocation of Housing Tax Credits must maintain the duration of low-income use for a minimum of 30 years. The owner agrees that the provisions of IRC §§ 42(h)(6)(E)(i)(II) and 42(h)(6)(F) (which provision would permit the owner to terminate the restrictions under this agreement at the end of the compliance period in the event Minnesota Housing does not present the owner with a qualified contract for the acquisition of the project) do not apply to the project, and that the Section 42 income and rental restrictions shall apply for the period of 30 years beginning with the first day of the compliance period in which the building is a part of a qualified low income housing project.

4. Design Standards (New for 2013):
   - The project must meet the requirements in the Minnesota Housing Finance Agency Rental Housing Design/Construction Standards and be evidenced by a Design Standards Certification form executed by the owner and architect. Additional design requirements will be imposed if Large Family Housing points are claimed/awarded or points are claimed/awarded which require specific design elements (i.e. High Speed Internet).

5. A Declaration of Land Use Restrictive Covenants:
   - Covering the rent restrictions and occupancy requirements presented at selection must be recorded against the property.

ROUND 1 – MINIMUM THRESHOLD REQUIREMENTS

For applications submitted in Round 1, all applicants statewide must meet one of the following threshold types. Please indicate the Threshold item you meet:

A. In the Metropolitan Area:

1. ☐ New construction or substantial rehabilitation in which, for the term of the extended use period (term of the Declaration of Land Use Restrictive Covenants), at least 75 percent of the total tax credit units are single room occupancy units with rents affordable to households whose income does not exceed 30 percent of the area median income.

2. ☐ New Construction or substantial rehabilitation family housing projects that are not restricted to persons 55 years old or older in which, for the term of the extended use period (term of the Declaration of Land Use Restrictive Covenants), at least 75 percent of the total tax credit units contain two or more bedrooms and at least one-third of the 75 percent contain three or more bedrooms; or

3. ☐ Substantial rehabilitation projects in neighborhoods targeted by the city for revitalization.

B. Outside the Metropolitan Area:

1. ☐ Projects which meet a locally identified housing need and which are in short supply in the local housing market as evidenced by credible data such as local council resolution submitted with the application. (For Threshold Letter – Sample Format, see HTC Procedural Manual, Reference Materials Index.)

C. Projects that are not restricted to persons of a particular age group and in which, for the term of the extended use period (term of the Declaration of Land Use Restrictive Covenants), a percentage of the units are set aside and rented to persons:

1. ☐ with a serious and persistent mental illness as defined in Minnesota Statutes § 245.462, Subdivision 20, paragraph (c);

2. ☐ with a developmental disability as defined in United States Code, Title 42, Section 6001, paragraph (5), as amended;

3. ☐ who have been assessed as drug dependent persons as defined in Minnesota Statutes § 254A.02, Subdivision 5, and are receiving or will receive care and treatment services provided by an approved treatment program as defined in Minnesota Statutes § 254A.02, Subdivision 2;

4. ☐ with a brain injury as defined in Minnesota Statutes § 256B.093, Subdivision 4, paragraph (a); or

5. ☐ with permanent physical disabilities that substantially limit major life activities, if at least 50 percent of the units in the project are accessible as provided under Minnesota Rules Chapter 1341.

D. Preserve Existing Subsidized Housing:

1. ☐ Projects, whether or not restricted to persons of a particular age group, which preserve existing subsidized housing, if the use of tax credits is necessary to (1) prevent conversion to market rate use or (2) to remedy physical deterioration of the project which would result in loss of existing federal subsidies; or

E. Rural Development:

1. ☐ Projects financed by Rural Development, which meet statewide distribution goals.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

1. Household Targeting **3 to 10 Points** _____ _____

Choose one of the following:

☐ **Large Family Housing** - The proposal is for a project that provides family housing that is not restricted to persons 55 years old or older. At least 75 percent of the total tax credit units must contain two or more bedrooms. The tenant selection plan must give preference to families with minor children. – ***10 Points***

☐ **Single Room Occupancy Housing** - At least 50 percent of the total tax credit units must be one bedroom or less with rents affordable to households whose incomes do not exceed 30 percent of AMI. – ***10 Points***

☐ **Special Populations** - At least 50 percent of the total units are set aside and rented to special populations* – ***10 points***

☐ **Special Populations** - At least 25 percent of the total units are set aside and rented to special populations* – ***3 points***

***Special Populations** – Projects that are not restricted to persons of a particular age group and in which, for the term of the extended use period (Declaration of Land Use Restrictive Covenants), a percentage of the units are set aside and rented to persons with the following disabilities:

(a) a serious and persistent mental illness as defined in Minn. Stat. § 245.462, subdivision 20, paragraph (c);
(b) a developmental disability as defined in United States Code, Title 42, Section 6001, paragraph (5), as amended;
(c) assessed as drug dependent as defined in Minn. Stat. § 254A.02, subdivision 5, and are receiving or will receive care and treatment services provided by an approved treatment program as defined in Minn. Stat. § 254A.02, Subdivision 2.
(d) a brain injury as defined in Minn. Stat. § 256B.093, Subdivision 4, paragraph (a); or
(e) permanent physical disabilities that substantially limit major life activities, if at least 50 percent of the units in the project are accessible as provided under Minnesota Rules Chapter 1341.

The applicant must contact the human services department for the county where the project will be located to discuss the proposal. The applicant must submit a letter from the human services department indicating that its staff has reviewed the proposed project, and stating whether there is a need for such housing and if the project would be eligible for funds to assist with the social service needs of the residents.

In addition, if the project will be delivering supportive services to residents in these units, the applicant must complete and submit the Supportive Housing application materials, including the narratives, forms and submittals identified in the Common Application for Multifamily Rental Housing Resources.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

2. Strategically Targeted Resources **10 to 12 Points** _____ _____

☐ The proposal is for the rehabilitation of an existing structure – ***10 points***

Note that for all HTC rehabilitation proposals:

- the amount of rehabilitation must exceed:
  a) $5,000 per low-income unit for the project; and the greater of
  b) $6,200 qualified basis per low-income unit per building; or
  c) 20 percent of the adjusted basis.

A qualified preservation project that received full points for "Preserves Federally Assisted Low Income Housing" may qualify if rehabilitation exceeds the greater of (b) or (c) above.

Calculation is based on rehabilitation hard costs and cannot include intermediary costs or soft costs identified in the application; plans and/or scope of work provided at the time of application.

☐ The rehabilitation proposal is part of a community revitalization or stabilization plan – ***2 additional points***

Must be evidenced by a letter from the city verifying that the proposed project is part of an approved community revitalization area as established by resolution or other legal action.

OR

☐ The proposal is for new construction and will utilize existing sewer and water lines without substantial extensions ***–10 points***

3. Economic Integration **1 or 2 Points** _____ _____

One (1) or Two (2) Points will be awarded to projects that meet one of the following (check one box below):

☐ The proposed housing provides project economic integration by providing at least 25 percent but not greater than 50 percent of the total units in the project as qualified HTC low income units (does not include full-time manager or other common space units) * - **2 points**

OR

To promote economic integration, projects are awarded points for being located in higher income communities that are close to jobs (link to the methodology description, maps and census tract list).

☐ The proposed housing is located in a census tract eligible for **1 point**

☐ The proposed housing is located in a census tract eligible for **2 points**

http://www.mnhousing.gov/resources/apply/multifamily/MHFA_009339.aspx).

4. Project Location – Top Growth Communities **5 Points** _____ _____

Points are awarded for projects located in or near a top growth city in households or jobs. In the metropolitan area, project locations must be within 5 miles of a top growth city. In Greater Minnesota, project locations must be within 10 miles of a top growth city. (link to Project Location – Top Growth Communities list)
http://www.mnhousing.gov/resources/apply/multifamily/MHFA_012477.aspx.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

5. Federal/Local/Philanthropic Contributions **2 to 10 Points** _____ _____

Points are awarded for projects that are receiving contributions from the federal government; a local unit of government; an area employer; and/or a private philanthropic, religious or charitable organization.

Identity of Interest exclusion: Contributions from any part of the ownership entity will be considered general partner cash and excluded from the calculation unless the contributions are awarded by local units of government or nonprofit charitable organizations pursuant to a funding competition.

Total federal/local/philanthropic contributions $_____ divided by Total Development Cost $_____ equals (rounded to the nearest tenth)

- ☐ 20.1% and above – ***10 points***
- ☐ 15.1 – 20% – ***8 points***
- ☐ 10.1 – 15% – ***6 points***
- ☐ 5.1 – 10% – ***4 points***
- ☐ 2.1 – 5% – ***2 points***
- ☐ 0 – 2% – ***0 points***

Federal/Local/Philanthropic Contributions include:

- Monetary grants/donations
- Tax increment financing - calculate Net Present Value (NPV) by using NPV discounted by Applicable Federal Rate (AFR)
- Tax abatement (calculate NPV by using NPV discounted by AFR)
- Land donation or city write down of the development site
- In-kind work and materials donated at no cost
- Local government donation/waiver of project specific costs, assessments or fees (eg. SAC/WAC)
- Reservation land not subject to local property taxes
- Reservation land with long-term low cost leases
- Deferred loans with a minimum term that is co-terminus with the HTC Declaration with an interest rate at or below the AFR
- Grants from nonprofit charitable organizations converted to deferred loans with a minimum term that is co-terminus with the HTC Declaration with an interest rate at or below the AFR. Award letter from the nonprofit charitable organization contributor must be provided at the time of application verifying the project specific (restricted) contribution
- Below Market Interest Rate (BMIR) Loans –calculate NPV based on the difference between the AFR and the BMIR rate (eg. RD 515, NHASDA first mortgage).
- Historic Tax Credits

To qualify for points for tax increment financing or tax abatement, there must be satisfactory documentation that the contribution is committed to the development at the time of application.

At the time of application, written documentation from the contributor justifying the amount and the terms of the contribution must be provided and be consistent with current market comparable costs. The documentation must be in the form of a project specific letter of intent, city or council resolution, letter of approval, statement of agreement or eligibility, or memorandum of understanding.

Within 6 months of the date of selection (Minnesota Housing Board selection date) the applicant must provide Minnesota Housing with documentation of a firm commitment, authorization or approval of the federal/local/philanthropic contribution(s). The documentation must state the amount, terms and conditions and be executed or approved at a minimum by the contributor. Documentation containing words synonymous with “consider” or “may”, (as in “may award”) regarding the contribution, will not be considered acceptable. Lack of acceptable documentation will result in the reevaluation and adjustment of the tax credits or RFP award, up to and including the total recapture of tax credits or RFP funds.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

6.Financial Readiness to Proceed **2 to 20 Points** _____ _____

Minnesota Housing shall award points to applicants who have secured funding **commitments** for one or more funding sources at the time of application except that commitments for funding from Minnesota Housing and Funding Partners (i.e. Minnesota Department of Employment and Economic Development, Family Housing Fund, Greater Minnesota Housing Fund, Metropolitan Council Local Housing Incentive Account, Minnesota Green Communities) are only included if obtained in a previous funding cycle/round.

Commitment documentation must state the amount, terms and conditions and be executed or approved by the lender or contributor and the applicant. Documentation containing words synonymous with "consider" or "may", (as in "may award") regarding the commitment will not be considered acceptable.

The calculation below must exclude first mortgage financing and any anticipated proceeds from the current tax credit request.

Syndication proceeds from tax credits awarded in a previous cycle/round may be included if verification is included in the application. Acceptable verification is an executed syndicator agreement or executed Letter of Intent from the syndicator which is acceptable to Minnesota Housing;
The executed Letter of Intent must:

- Be current within 15 days of submission of the application
- Contain a projected closing date for the development
- Contain a projected equity price for the purchase of the credit
- Contain a detailed explanation of the assumptions being used by the syndicator to arrive at the projected equity price

Total eligible funding secured, awarded or committed (excluding first mortgage financing and any anticipated proceeds from the current tax credit request) $_____ Divided by Total Development Cost $_____ equals Percentage of Funds Committed _____% (round to nearest tenth)

☐ 50% or more of funding secured, awarded or committed – ***10 points***

☐ 40% to 49.9% or more of funding secured, awarded or committed – ***8 points***

☐ 30% to 39.9% or more of funding secured, awarded or committed – ***6 points***

☐ 20% to 29.9% of funding secured, awarded or committed – **4 *points***

☐ 10% to 19.9% of funding secured, awarded or committed – **2 *points***

☐ 9.9% and below of funding secured, awarded or committed – ***0 points***

OR

☐ Minnesota Housing competitive round projects **with no funding gap and no request for deferred loan funding through the Multifamily Consolidated RFP** exclusive of amortizing first mortgages and proceeds from the tax credits requested at the time of this application*. – **20 *points***

*Projects that have secured all of the necessary funding are expected to proceed more quickly and add to the affordable housing supply, therefore, developments awarded points in this Selection Priority are expected to make significant progress towards closing within 180 days of selection. Significant progress towards closing includes but is not limited to establishing and maintaining site control, completion of infrastructure, obtaining all required municipal approvals, demonstration of financial feasibility including commitments for interim and permanent financing and firm commitment for syndication or executed limited partnership agreement. A subsequent request for deferred loan funding prior to issuance of 8609 or failure to submit sufficient documentation of such continued and significant progress to Minnesota Housing may result in the development's housing tax credit award being rescinded and subsequently awarded to other competitive tax credit developments.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

7. Intermediary Costs (Soft Costs) **1 to 6 Points** _____ _____

Points will be given to projects with the lowest intermediary costs on a sliding scale based on percentage of total development costs. For HTC selected projects, this percentage will be enforced at issuance of the IRS Form 8609.

Intermediary cost amount: $_____ divided by Total Development Costs $_____ Equals Intermediary Percentage _____% (rounded to the nearest tenth).

- ☐ 0 .0 – 15% – ***6 points***
- ☐ 15.1 – 20% – ***3 points***
- ☐ 20.1 – 25% – ***2 points***
- ☐ 25.1 – 30% – ***1 point***
- ☐ 30.1 & over – ***0 points***

8. Unacceptable Practices **-10 to -25 Points** _____ _____

Minnesota Housing will impose penalty points for unacceptable practices as identified in Chapter 3 F of the Housing Tax Credit Procedural Manual.

9. Eventual Tenant Ownership **1 Point** _____ _____

The proposal must include a financially viable plan to transfer **100 percent** of the HTC unit ownership after the end of the 15-year compliance period from the initial ownership entity (or Minnesota Housing approved "Transfer of Ownership") of the project to tenant ownership.

The unit purchase price at time of sale must be affordable to buyers with incomes meeting HTC eligibility requirements. To be eligible, the buyer must have an HTC qualifying income at the time of initial occupancy (HTC rental tenant) or time of purchase. The plan must incorporate an ownership exit strategy and the provision of services including homeownership education and training. The Declaration of Land Use Restrictive Covenants will contain provisions ensuring compliance with these home ownership program commitments by the Owner. (Refer also to Chapter 4 W of the HTC Procedural Manual for additional information.)

Until the time the HTC units are purchased by qualified tenants or in the event the HTC units are not acquired by qualified tenants, the owner will extend the duration of low-income use for the full extended use period (30 years). – *3 points*

(**NOTE**: see selection priority #4 for Disabled Individuals)

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

10. Temporary Priority – Foreclosed Properties 5 or 10 Points _____ _____

The proposal addresses a temporary housing priority and is eligible for the award of points by the Commissioner or the Board of the Minnesota Housing Finance Agency pursuant to authority cited in the Rules of the Minnesota Housing Finance Agency.

(Note: Points cannot be taken in this section for a Temporary Priority if a priority section has been specifically created for it elsewhere in this self-scoring worksheet.)

Priority is given to applications proposing to acquire and rehabilitate a "Foreclosed Property" (A home or residential property has been foreclosed upon if any of the following conditions apply: a) the property's current delinquency status is at least 60 days delinquent under the Mortgage Bankers of America delinquency calculation and the owner has been notified of this delinquency, or b) the property owner is 90 days or more delinquent on tax payments, or c) under state, local, or tribal law, foreclosure proceedings have been initiated or completed, or d) foreclosure proceedings have been completed and title has been transferred to an intermediary aggregator or servicer that is not an NSP grantee, subrecipient, contractor, developer, or end user.) or are located in a Foreclosure Priority Area identified by Minnesota Housing. In cases where the project involves a "Foreclosed Property", the proposed project cannot be a conversion (adaptive reuse/conversion to housing from another use).

The project must consist of a minimum of 12 units and all units must be located on one parcel or contiguous site.

Points may be claimed for only one of the following (maximum of ten (10) points):

- ☐ For applications proposing to acquire and rehabilitate a Foreclosed Property or redevelop vacant land involved in a foreclosure action which is located in one of the designated Foreclosure Priority Areas. – **10 points**
- ☐ For applications proposing to acquire and rehabilitate a Foreclosed Property or redevelop vacant land involved in a foreclosure action which is not located in one of the designated Foreclosure Priority Areas. – **5 points**
- ☐ For applications proposing a project to acquire and rehabilitate a property that is located in one of the designated Foreclosure Priority Areas. – **5 points**

For applications proposing to acquire and rehabilitate a project which has been foreclosed, applicant must provide at the time of application;

- Evidence of applicant's ownership rights to the property
- Narrative which clearly identifies (1) the number of tenant leases which are valid and in force and (2) the terms and conditions of those leases which would have a direct impact on Minnesota Housing's analysis and underwriting of the project proposed in the application.

Note: Failure to acquire good title to the property will result in the reevaluation and adjustment of the tax credits or RFP award, up to and including the total recapture of tax credits or RFP funds.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

11. Preservation **10 or 20 Points** _____ _____

Points will be awarded to projects that either Preserve Federally Assisted Units or Preserve Existing Tax Credit Housing (check one box below):

☐ **Preservation of Federally Assisted Units – 20 Points**

These points are available to projects that are at risk of loss of project based federal assistance within two years.

DEFINITION - Any housing receiving project based rental assistance, operating subsidies, or mortgage interest reduction payments. This includes public housing, Section 236 and Section 221(d)(3) interest reduction payments, and any development with project based Section 8, rent supplement, rental assistance payments contract, or are effectively project based by written contract (e.g. NAHASDA).

In order to obtain the related points, the owner shall continue renewals of existing project based housing subsidy payment contract(s) for as long as the assistance is available; and shall maintain the Credit units in the Project for at least 30 years and shall agree that sections 42(h)(6)(E)(i)(II) and 42 (h)(6)(f) of the code shall not apply to the project. Except for "good cause" the owner must not evict existing subsidized residents and must continue to renew leases for those residents.

Please indicate the reason why property is at risk of loss within two years (check all that apply):

☐ 1. Prepayment/opt-out/mortgage maturity and conversion to market rate housing. Minnesota Housing, at its sole discretion, must agree that a market exists for a conversion to market rate housing.
Attach evidence, including eligibility dates, with copies of relevant expiring contracts, filing documents of intent to opt out, loan documents that describe the ability to pre-pay the financing including required approvals and/or penalties AND documentation to fully evidence 1a. or 1b. below (check the box(es) that apply):

☐ 1a. Conversion risk due to strategic location:
Attach a map detailing the strategic location and include specific proximity to services, transit and employment centers.

☐ 1b. Conversion risk due to market differential:
Attach at least three market comparables for each bedroom size to indicate what market rents might be achievable at the property without the federal assistance restrictions.

☐ 2. Serious physical condition issues:
Attach evidence with a copy of the most recent REAC inspection report or other evidence of physical deterioration that would threaten the HAP contract.

☐ 3. Deterioration of capacity of current ownership/management entity:
Attach a narrative description of the history and issues.

Following selection, developments awarded points through this category which have an identity of interest will be required to provide an as-is appraisal acceptable to Minnesota Housing to substantiate the acquisition price reflected in the application. Prices which are unsubstantiated or inconsistent with comparable current market pricing will be subject to re-evaluation and adjustment of the tax credits or RFP award, up to and including the total recapture of tax credits or RFP funds.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

☐ **Preservation of Existing Housing Tax Credit Units – 10 Points**

These points are available only to existing Minnesota Housing tax credit projects applying for tax credits from Minnesota Housing's competitive allocation process (consolidated RFP) and qualified tax exempt projects applying for a preliminary determination letter from Minnesota Housing as the credit allocator.

To obtain the related points, the existing tax credit housing must meet all of the following

1. The development received a Minnesota Housing allocation of housing tax credits and is eligible to and will exercise their option under the provisions of Section 42(h)(6)(E)(i)(II) and 42(h)(6)(F) (Qualified Contract) within the next 12 months (developments that have exercised their option to opt out under the Qualified Contract process are not eligible for points in this category).

2. Applicant agrees to maintain the Housing Tax Credit Units in the development for at least 30 years.

3. The proposal will not result in the displacement of existing low and moderate income residents;

AND either 4a. or 4b below (check one)

4a ☐ Units must be considered at risk of going to market rents, where the market rents of comparable units exceed the tax credit rent limits by 10 percent and the proposed rents will increase by more than 30 percent within two years of the Housing Tax Credit Application date. The risk of conversion must be supported by information contained in the application and with final determinations made by Minnesota Housing;

or

4b ☐ Tax credit units would no longer remain decent, safe, and affordable due to physical deterioration or deterioration of capacity of current ownership/management entity.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

12. Permanent Housing for Individuals Experiencing Long-Term Homelessness — **5 to 110 Points** _____ _____

Minnesota Housing Competitive Round or Tax Exempt Points ("non-Bonus" points) – *5 or 10 Points*

"Non-Bonus" points will be awarded to permanent housing proposals in which a minimum of 5% (rounded up to the next full unit) of the total units, but no fewer than 4 units are set aside and rented to households experiencing long-term homelessness as defined in Minnesota Rules, Chapter 4900.3705:

- ☐ 5% to 9.99%, but no fewer than 4 units – ***5 points***
- ☐ 10% to 49.99%, but no fewer than 7 units – ***7 points***
- ☐ 50% to 100%, but no fewer than 20 units – ***10 points***

Minnesota Housing Competitive Round or Non-Tax Exempt Points ("bonus" points) – *100 Points*

100 points ("bonus points") will be available until a total of $1,795,000 (estimated 25 percent of Minnesota Housing's administered credit authority) in tax credits are awarded for qualifying permanent housing proposals for households experiencing long-term homelessness selected in the 2013 Housing Tax Credit competitions. Once this maximum amount is reached, the 100 points ("bonus" points) will no longer be awarded for the remaining 2013 Tax Credit Program competitive funding rounds. If qualified per the requirements of this section, applicants may claim the "bonus points". Minnesota Housing will make point reductions relating to the "bonus points" funding limits following its review of all applications in the funding round which claim these points. Qualified proposals may earn a maximum of 10 points ("non-bonus" points) and may continue to compete in the appropriate set-aside.

To receive points under this category, the proposal must meet all of the following conditions:

a) the applicant must complete and submit the Supportive Housing application materials, including the narratives, forms and submittals identified in the Common Application for Multifamily Rental Housing Resources; and
b) the applicant agrees to pursue and continue renewal of rental assistance, operating subsidy, or service funding contracts for as long as the funding is available.

A proposal which is awarded scoring points from this category and is selected to receive tax credits will be required to comply with the Long-Term Homelessness reporting requirements as defined by Minnesota Housing. The Tax Credit Declaration of Land Use Restrictive Covenants, including a specific Rider to the Declaration, will contain performance requirements related to these long-term homelessness units and will be recorded with the property.

13. High Speed Internet Access — **1 Point** _____ _____

The development will provide High Speed Internet access via installation of all appropriate infrastructure and connections for cable, DSL or wireless internet service to every unit in the development. This will be a design requirement if points are taken.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

14. Minimizing Transportation Costs and Promoting Access to Transit **2 or 3 Points** _____ _____

Points will be awarded for Transit Oriented Developments or developments that promote Access to Transit (Maps and eligible census tracts are located at: (Link to maps and eligible census tracts).

Metropolitan Area:

To receive 3 Points for Transit Oriented Development in the Metropolitan area, a development must be:

☐ Located within a one half mile radius of a completed or in progress LRT, BRT, or commuter rail station

To receive 2 Points for promoting access to public transportation in the Metropolitan area, a development must be:

☐ Located within one quarter mile of a high service public transportation fixed route stop; or

☐ Located within one half mile of an express bus route stop; or

☐ Located within one half mile of a park and ride; or

☐ Located within a Transit Improvement Area designation by MN Department of Employment and Economic Development (DEED)

Greater Minnesota:

To receive 3 Points for promoting access to transit, a development in Greater Minnesota must be:

☐ Located within one half mile of a public transportation fixed route stop (including express bus stop and park and ride stations); or

☐ Located within a Transit Improvement Area designation by MN Department of Employment and Economic Development (DEED); or

☐ The proposed housing is within a census tract that is within 5 miles of 2,000 low and moderate wage jobs **AND** meets one of the below:

☐ **The proposed housing is within 1 mile of at least four different types of facilities listed below.**
Attach a map identifying the property location with exact distances to at least four of the following facility types: supermarket/convenience store, public school, library, licensed child care center, usable park space/dedicated walking or biking trails, bank, medical or dental office, post office, laundry/dry cleaner, pharmacy, place of worship, community or civic center that is accessible to residents, arts or entertainment center, police station, fire station, fitness center/gym, restaurant, neighborhood serving retail, office building/employment center; or

☐ **The proposed housing has access to demand response/dial-a-ride* services during standard workday hours.**
Applicants must provide documentation of access and availability of service and describe how the service is a viable transit alternative that could be used for transportation to work, school, shopping, services and appointments.

*Minnesota Department of Transportation defines dial-a-ride as: *"A demand-responsive service in which the vehicle is requested by telephone and vehicle routing is determined as requests are received. Origin-to-destination service with some intermediate stops is offered. Dial-A-Ride is a version of the taxicab using larger vehicles for short-to-medium distance trips in lower-density subregions".*

At the time of application, the applicant must submit a map identifying the location of the project with exact distances to the eligible public transit station/stop and include a copy of the route, span and frequency of service.

Selection Priorities		Developer Claimed		Minnesota Housing Awarded
15. Smoke Free Buildings	**1 Point**	_____		_____

One (1) point will be awarded for projects that will institute and maintain a written policy* prohibiting smoking in all the units and all common areas within the building/s of the project. The project must include a non-smoking clause in the lease for every household.

Projects awarded a point in this scoring criteria will be required to maintain the smoke-free policy for the term of the declaration.

* The written policy must be submitted with the application and should include procedures regarding transitioning to smoke-free for existing residents and establishment of smoking areas outside of units and common areas if applicable. Consequences for violating the smoke-free policy are determined by owner but must be included in the written policy.

Preference Priorities	Developer Claimed		Minnesota Housing Awarded

1. Serves Lowest Income Tenants/Rent Reduction _____ _____

5 to 13 Points

Scores are based on gross rent level including utilities before rental assistance. Eligible units must have rents affordable to households whose incomes do not exceed 30 percent or 50 percent of median income without rental assistance.

In addition to the elected income limit of 50 percent or 60 percent AMI for the full term of the declaration (refer to the Minimum Set-Aside), the applicant agrees to maintain deeper rent structuring for which selection points are requested.

Applicants may choose either option 1 or 2, and in addition, option 3 for the development. This selection will restrict rents only (tenant incomes will not be restricted to the 50 percent or 30 percent income level by claiming points in this section).

☐ Option 1 – A project in which 100 percent of the HTC unit rents representing _____ units are in the county 50 percent HUD area median rent limit – ***10 points***

☐ Option 2 – A project in which at least 50 percent of the HTC unit rents representing _____ units are at the county 50 percent HUD area median rent limit – ***5 points***

OR

☐ Option 3 – In addition to Option 1 or 2, a project that further restricts 30 percent of the above restricted units to the county 30 percent HUD area median rent limit representing _____ units – ***3 additional points***

NOTE: **If points are claimed/awarded for this category, then no points may be claimed/awarded from the selection priority category of Rental Assistance for the same units.**

IMPORTANT

All 50 percent rent restricted units must meet the 50 percent area median rent for a minimum of five years after the last placed in service date for any building in the property. After the five year period has expired, rent may be increased to the 60 percent rent limit over a three year period with increases not to exceed the amount listed in the table below, provided that more restrictive threshold, selection priority or funding requirements do not apply.

All 30 percent rent restricted units must meet the 30 percent area median rent for a minimum of five years after the last placed in service date for any building in the property. After the five year period has expired, rent may be increased to the 40 percent rent limit over a three-year period with increases not to exceed the amount listed in the table below, provided that more restrictive threshold, selection priority or funding requirements do not apply.

YEAR	30% of 50% Rent Levels	30% of 30% Rent Levels
1 – 5	30% of 50%	30% of 30%
6	30% of 53%	30% of 33%
7	30% of 57%	30% of 37%
8	30% of 60%	30% of 40%

Minnesota Housing will incorporate these restrictions into the Declaration of Land Use Restrictive Covenants. The applicant must demonstrate to sole satisfaction of Minnesota Housing that the property can achieve these reduced rents and remain financially feasible [IRC § 42(m)(2)]. Points are contingent upon financial plans demonstrating feasibility, positive cash flow on a 15-year pro forma and gaining Minnesota Housing management approval (for management, operational expenses, and cash flow assumptions).

Preference Priorities	Developer Claimed		Minnesota Housing Awarded

2. Rental Assistance **4 to 21 Points** _____ _____

Priority is given to an owner that submits with the application a **fully executed binding commitment** (i.e. binding Resolution/binding Letter of Approval from the governing body) for project based rental assistance awarded in accordance with 24 CFR Ch. IX, Section 983.51 or are effectively project based by written contract (e.g. NAHASDA).

The assisted units must be located in buildings on the project site. **For the purpose of this section, if a proposal contains existing project based assisted units, these units will be counted towards meeting required Rental Assistance percentages.**

Rent for assisted units must be at or below Fair Market Rents (or appropriate payment standard for the project area). Receiving these points and agreeing to a minimum number of assisted units does not release owners from their obligations under the Minnesota Human Rights Act and Section 42 prohibiting refusal to lease to the holder of a voucher of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.

A current request for Minnesota Housing Rental Assistance will not receive Rental Assistance points. A past award of existing Rental Assistance will be counted toward meeting the required percentages. Indicate the applicable combinations of the below components. Points for A, B, C and D cannot be claimed in any combination.

- ☐ (A) For developments agreeing to set aside and having the required binding commitment for 100 percent of the total units for project based rental assistance – ***17 points***
- ☐ (B) For developments agreeing to set aside and having the required binding commitment for at least 51 percent of the total units for project based rental assistance – ***13 points***
- ☐ (C) For developments agreeing to set aside and having the required binding commitment for at least 20 percent but under 51 percent of the total units for project based rental assistance – ***10 points***
- ☐ (D) For developments agreeing to set aside and having the required binding commitment for at least 10 percent but under 20 percent of the total units for the project based rental assistance – ***6 points***
- ☐ (E) For selection components A, B or C above, if, in addition, the above binding commitments are coupled with a binding commitment to provide the project based rental assistance for a minimum 10 year new or remaining contract term – ***4 points***
- ☐ (F) For selection components A, B or C above, if, in addition, the above binding commitments are coupled with a binding commitment to provide the project based rental assistance for a 4 to 9 year new or remaining contract term – **2 *points***

NOTE: If points are claimed/awarded any of the above, then no points may be claimed/awarded from the preference priority categories of Serves Lowest-Income Tenants/Rent Reduction for the same units.

- ☐ (G) For developments that cooperatively develop a housing plan/agreement to provide **other** Rental Assistance (e.g. Section 8, portable tenant based, formal recommendation for McKinney Vento Shelter Plus Care rent assistance, or other similar programs approved by Minnesota Housing) to meet the existing need as evidenced at application by a letter of intent signed by both the applicant and the local housing authority or other similar entities – ***4 points***

To receive these points, the applicant must comply with all program requirements for the assistance for which priority points were given, including maintaining rents within the appropriate payment standard for the project area in which the project is located for the full compliance and extended use period of the housing tax credits.

As a condition of Carryover or 8609, the applicant must submit a copy of the fully executed contract for the project-based rental assistance to be included in the development.

For project based rental assistance in conjunction with a binding commitment for an "extended term contract" at time of application the applicant must submit a binding commitment for the "extended term contract" for project based assistance for a minimum of 4 or 10 years which is signed by the Local Housing Authority or other similar entity. As a condition of Carryover or 8609, the applicant must submit a fully executed copy of the "extended term contract" for the project based assistance to be included in the development.

For Other Rental Assistance (e.g.., Section 8, portable tenant based, formal recommendation for McKinney Vento Shelter Plus Care rent assistance or other similar rent assistance programs approved by Minnesota Housing), at time of application the applicant must submit a letter of intent to cooperatively develop a housing plan/agreement which is signed by the applicant and Local Housing Authority or other similar entity along, with the completed Agreement to Utilize Public Housing and Section 8 Waiting Lists. As a

condition of Carryover or 8609, the applicant must submit a fully executed copy of the cooperatively developed housing plan/agreement.

3. QCT/Community Revitalization **1 Point** _____ _____

A point is awarded to projects that are located in a Qualified Census Tract (See Qualified Census Tract – Reference Materials Index) and are part of a concerted plan that provides for community revitalization. This must be evidenced by a letter from the city verifying that the proposed project is part of an approved community revitalization area as established by resolution or other legal action.

Preference Priorities	Developer Claimed		Minnesota Housing Awarded

TOTAL POINTS	_____	_____
	Developer Claimed	Minnesota Housing Awarded

Under penalty of perjury, Owner hereby certifies the information provided herein is true and accurate.

Name of Owner:

By: _____
(Signature)

Of: _____
(Name of Legal Entity)

Its: _____
(Title) (Managing General Partner)

_____
(Print or type name of signatory)

Note: During the competition process, Minnesota Housing's review of the submitted self-scoring worksheet is only to validate that the points claimed are eligible, to reduce points claimed if not eligible, and to determine points awarded. Minnesota Housing will not award additional points which are not initially claimed by the Applicant/Owner. Many performance obligations are created by the claiming of certain scoring points. As such, Minnesota Housing cannot and will not assume the position of creating any such performance obligations on behalf of the Applicant/Owner. In addition, applications funded under the Joint Powers Agreement must also comply with the suballocators selection criteria defined in their Qualified Allocation Plan.

CC Regular Session **7. 2.**

Meeting Date: 03/26/2013

By: Mark Riverblood, Engineering/Public Works

Information

Title:

Select Architect and Approve Process for Elmcrest Park's Community Building

Background:

The Elmcrest Park building (and associated playground) has been in the city's Parks Capital Improvement Plan for many years, and is identified in the 2013 CIP, as an approximately $500,000 investment in the community park. Of this referenced amount, about $75,000 is anticipated to be appropriated for the play structure (at a later time).

The need for a building with restrooms, storage, concessions, shelter and meeting space, is in part evidenced by the expense Northern Lights Soccer (NLS) pays each time a tournament occurs at the park for the rental and set up of tents, generators etc. The park is used April into October each year by Anoka Ramsey Athletic Association's NLS club and also by the general public and adjoining neighborhoods year-around. The park in any year serves thousands of individuals - all of which will benefit from the community building this project will deliver.

In addition to the playground aspect of the 2013 project there are other costs necessary (within the $500,000 project estimate) to develop a fully functioning park building at Elmcrest and are as follows:

While municipal water is within the park, connecting to this watermain will have a somewhat significant expense as a parking lot with curb and gutter will need to be crossed and replaced. This may be a minimum of $20,000. Further, a solution will need to developed for the septic system, as municipal sanitary sewer is miles distant. The system design is yet to be determined, and thus the cost is unknown, but believed to be in the range of $10-20,000 dollars.

Additional costs will be identified during the building's design phase associated with site improvements like sidewalks, landscaping and restoration. These may be considered to represent $10-15,000 dollars. All of the project expenses will be collated and brought back to City Council once the building design and cost estimate is developed.

The final generalized cost category (aside from the park building itself) is architectural services, and the subject of this case.

Observations/Alternatives:

Architectural Design - Scope of Services

Architectural services will consist of three phases that will; 1) explore concepts and a schematic design process to meet the needs of stakeholders and end users, 2) project development to final design and the identification of the building's cost (estimate), and 3) the preparation of construction documents.

The above work plan is detailed in the Scope of Services proposal (attached) from Bissonnette Erickson Architects, LLC as a not-to-exceed cost of $22,500. The 4th phase of architectural services, Construction Administration, would be approved by City Council subsequent to this case (discussed below) when the design and construction documents are completed and the building cost estimate (or 'Guaranteed Maximum Price') is presented to Council. The proposal by Bissonnette Erickson identifies this figure at a not-to-exceed amount of $6,000.

Selection Process

In terms of the selection process for an architect, staff is recommending Bissonnette Erickson for the following reasons:

- NLS representatives and Staff independently 'discovered' two different park buildings in the metro that closely resembled the the building conceived for Elmcrest Park - both of these were in Eden Prairie's park system, and are community buildings serving their athletic associations. Both structures happened to be designed by Del Erickson of Bissonette Erickson Architects, LLC. (See attachment entitled 'similar buildings'.)

- Staff feels the best value may be obtained by the selection of an architect that understands municipal park buildings and has worked with athletic associations and end users to develop a building that is highly functional and at the best cost for the city (construction *and* operating expenses). After Eden Prairie's selection of Mr. Erickson for their first building project, they retained him for 5 more building projects (3 buildings, 3 shelters, from 2000 to 2007). Eden Prairie's staff responsible for each of these projects reported zero difficulties or budgetary concerns relating to architectural services - nor concerns about the use and functionality (design) of the structures after construction.

- In reviewing established rates for architects, Staff finds that fees (on the low end) are generally 8.5 to 9.5 percent of the buildings' constructed cost. Bissonette Erickson Architects' fee proposal represents an 8 to 8.5 percent cost based upon an estimated construction budget of $350,000 (for all three phases mentioned above at $20,000 - 22,500, plus Bidding and Construction Administration at an estimated, additional cost of $6,000 - which is also discussed below in terms of an alternative *process* associated with this larger project).

Timeline: Design, Plans and Specs, Construction Process Approach

A key component of the design for Elmcrest Park's community building is the Schematic Design process (Phase I), where Staff and ARAA, NLS and others carefully review the all the alternatives and concepts for the building, leading up to successful final design. At the end of the Design Development process (Phase II) and the beginning of preparation of Construction Documents (Phase III), Staff would intend on inviting an established and reputable general contractor, specializing in park buildings to review and critique the plans and specifications at the 75% completion stage. This is useful for a number of reasons, including to;

1. Check for constructibility,
2. Identify opportunities to modify construction methods and materials for economy,
3. And as another 'set of eyes' to evaluate functionality and the practicability of what is being proposed for this public building.

Following the above exercise and resultant modifications to the design and specifications, the general contractor would then be invited to develop a 'Guaranteed Maximum Price' for the project with he/she as the general contractor. This is known as the Construction Manager at Risk (CMAR) approach to constructing public buildings (versus the more traditional 'Design, Bid, Build' approach).

At the time the Guaranteed Maximum Price is available, the community building project for Elmcrest Park would return to City Council with the plans and specs completed, with the option of moving forward under the CMAR process knowing precisely what the park building will cost, and with no change orders, (unless there would be catastrophic failure on both the part of the architect and staff in some unforeseen manner). Or, in the alternative, Council may choose to proceed with traditional Advertising For Bid (though while having an estimate, not knowing what the building will cost).

While this case only approves the selection of the architect for Elmcrest's Park building and the associated processes, and *not* how the city will receive the final bid for the construction, it may be useful to point out one more value, (among several), in the proposed Construction Manager at Risk approach for this project. If Council chooses this method for project delivery, the city would require that the Construction Manager host a pre-bid conference (together with Staff), wherein all qualified Ramsey businesses would be invited to attend and bid as subcontractors for the building's construction. This benefits all concerned by:

- Maximizing the potential for Ramsey businesses to receive the subcontracts, thereby cycling more money within the local economy.

- Providing Ramsey businesses the opportunity to donate tax-deductible services, thus making their bids even more competitive, and therefore more likely to be the low bidder (for that trade).
- Encouraging a lower overall construction cost for Elmcrest Park's community building, by a special, methodical process inviting those contractors to submit bids that can be the most competitive - businesses that are in the community and have lower mobilization and daily transportation costs.
- Encourage the establishment of more business to business relationships within Ramsey.
- Increase the likelihood of a truly 'community built' building within the community park.

Recommendation:

Staff is mindful of the recent policy and general direction to issue RFP's for services whenever feasible - (though only statutorily required when professional services are anticipated to exceed $100,000).

Staff however believes the negotiated proposal presented herein is in the city's best interest based upon the reasons discussed above under 'Selection Process'.

Further, given limited staff time resources, it is noted that the preparation of an RFP and the associated processes and administration thereafter would not be without real costs to the city; and also, given that any such RFP would be developed to target a local architect specializing in the services required, and with experience in community buildings this project entails - that the end result, or successful proposer, may very likely be the same as presented. (Staff would also note that Bissonnette Erickson has agreed to perform the services for the not-to-exceed cost originally negotiated in June of 2012.)

Therefore, it is Staff's recommendation to approve entering into a contract with Bissonnette Erickson Architects, LLC for architectural services for design and construction documents for the community building at Elmcrest Park in a not-to-exceed amount of $22,500. (With the contract to be amended at a later time for Construction Administration in a not-to-exceed amount of $6,000 if City Council approves the project for construction.)

A sample American Institute of Architects' contract between owner and architect is attached.

Funding Source:

The funding source for architectural services would be up to $22,500 (with an additional $6,000 to be approved at a subsequent date for Construction Administration) from the Park Trust Fund which has a present balance of approximately $2,442,000.

Additionally, the Anoka Ramsey Athletic Association has committed $40,000 to the building project that would be donated toward the Park Trust Fund upon City Council's approval of the community building's construction.

Council Action:

Motion to authorize the City Administrator to enter into a contract with Bissonnette Erickson Architects, LLC for architectural services for design and construction documents for the community building at Elmcrest Park in a not-to-exceed amount of $22,500.

Attachments

Work Plan
Cover Letter fm Architec
Fee Proposal
Similar buildings
Sample Contract

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	03/20/2013 03:35 PM

Kurt Ulrich Kurt Ulrich 03/21/2013 03:44 PM

Form Started By: Mark Riverblood Started On: 03/19/2013 08:42 AM

Final Approval Date: 03/21/2013

Work Plan/Scope of Services

PHASE I

Initial Work Phase/Program

- Review existing program/budget
- Update program issues with City Staff
- Meet and receive input from user groups
- Review code and city planning requirements
- Develop written program/design objectives incorporating input and project concerns
- Finalize schedule

Schematic Design

- Prepare concept plans and design alternatives
- Prepare rough cost analysis related to concept alternatives
- Review with City Staff to finalize design concepts, including reconciliation of septic system design (by City Staff) with sustainability specifics and cost objectives
- Prepare schematic plans, elevations, and computer generated 3D diagrammatic illustrations.
- Design and system narrative to establish approach for design development
- Establish preliminary cost estimates
- Present to City Staff and others as appropriate

City of Ramsey responsibility:
Provide geotechnical information, environmental impact information, program information and availability for meetings and interaction with the design team.

PHASE II

Design Development

- Update design concept as approved and modified and review with City Staff
- Prepare design development plans with proposed structural, mechanical and electrical systems illustrated in CADD form explaining design and appearance character and image
- Prepare outline specifications of materials and systems
- Prepare final preliminary cost estimate
- Prepare annual energy consumption estimate
- Review with City Staff at appropriate intervals to keep abreast of project, incorporating input as part of team.
- Present to City for approval to proceed with construction documents

City of Ramsey responsibility:
Meetings and interaction with the design team for review and approval of design concepts and Council approval to proceed with construction documents.

PHASE III

Construction Documents

- Review with City Staff. Finalize design concerns and modifications
- Prepare final construction and bid documents in CADD form
- Review options for contract methods with City
- Prepare construction specifications
- Prepare final cost estimate
- Present to City for approval to bid

City of Ramsey responsibility:
Meetings and interaction with the design team and input regarding conditions of the contract and bidding and procurement information and City approval to issue for bidding and permitting.

PHASE IV

Bidding and Construction Administration

- Attend pre-bid conference
- Review bidding questions and issue clarifications to bidders
- Review bids with City and make recommendations on award
- Attend preconstruction conference and progress meetings at project site
- Review and approve shop drawings and material selections; incorporating input from City Staff as appropriate
- Provide job site observation and reports at intervals appropriate to project construction phase and progress
- Review and approve monthly payment request
- Provide final inspection with Owner and issue punch list
- Review completion of punch list and sign off of contractors
- Approve final pay request and issue certificate of completion
- Review warranties and perform walk through with City prior to one year occupancy

City of Ramsey responsibility:
Approval of bid packages. Provide public notice information. Provide location for receipt of and opening of bids. Meetings and interaction with the design team. Review and approval of finish schedule for colors, materials and systems. Participate in final inspection and acceptance of project.

Unique Qualifications

Depth of Experience with Community Based Projects
Del Erickson has over 45 years experience working with community organizations which include cities, counties, state, schools, youth associations, YMCA's and the Girl Scouts. His experience provides clients with considerable, relevant experience that will be applied to this unique project as a recreational facility of importance to the community.

Small Firm with Active Principal Involvement
We are a lean firm, whose principals are involved throughout the process. Our hands-on approach maintains continuity of client and design objectives through final project completion. We have a reputation for efficient, cost effective services that provide full value at competitive fees.

Sustainable Practices
We have pioneered many sustainable practices in our designs since the 1980's and continually incorporate appropriate and cost effective solutions in our work. While we encourage the use of as many sustainable building components as possible, we also realize that in every project an underlying issue is building cost, both first and operational, therefore life cycle analysis, value engineering, and reuse and recycling are thoroughly studied as is user friendly lighting control systems and HVAC systems that is easily adjustable to meet the varying occupant load and time of day usage. Our firm and major consultants have LEED certified personnel providing appropriate sustainable design.

Durable Public Buildings
We recognize that public building can have extra challenges in maintenance and durability. Materials and finishes need to be durable yet aesthetically interesting. We know the importance of durability of materials, that are accessible to the public and users as well as mechanical and electrical systems that require minimum maintenance and have long life.

On Budget on Time
As a firm we value your time, and your budget. With our knowledge of current construction costs and trends in the region we start the process from the very beginning of making sure an organized and fiscally responsible approach is taken that will yield ultimate value for your project. Our cost estimating has been within 5% of final cost and we have never had a project not proceed because we could not design within budget.

Availability
We are prepared to start immediately and devote necessary resources and personnel to serve the community of Ramsey and the needs of this project.

bissonnette erickson architects, llc

55 West Office Center
10700 Highway 55
Suite 317
Plymouth, MN 55441
Phone: 763-544-8370
be-architects.com

June 26, 2012

Mr. Mark Riverblood
Parks Supervisor
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

SUBJECT: Proposal for Professional Services
Ramsey Park Building

Dear Mr. Riverblood:

We appreciate your invitation to submit this proposal for the new Park Building at Elmcrest Park in Ramsey, MN.

As an Architect for Cities such as Eden Prairie, Maple Grove, Medina and Plymouth, we have gone through similar processes of analysis and study, using input from user groups and outside consultants to develop programs and design solutions for projects similar to yours.

We will bring to your project an added value that includes efficient use of time and resources, creation of a knowledgeable yet user friendly environment for Staff and Community involvement and a vision for the long term. Our 45 years of Community based architecture combined with 28 years of hospitality expertise will deliver a building and design that will bring delight to the users.

Please review the attached information and contact us with any questions or comments you may have, we look forward to meeting with you to discuss your project in depth.

Sincerely,

BISSONNETTE ERICKSON ARCHITECTS, LLC

Del Erickson, RA, NCARB

Bruce P. Bissonnette, AIA

Scope of Work

- **Phase I – Site Review/Concept/Program Study and Schematic Design** estimated to be approximately 20% of fee.

- **Phase II – Design Development,** for work as approved, approximately 15% of fee.

- **Phase III – Construction Documents** for work as approved, approximately 40% of fee.

Estimated fee through plans and spec's is approximately 75% of fee or $20,000 to $22,500.

- **Phase IV – Bidding and Construction Administration** for work as bid and contracted, approximately 25% of fee.

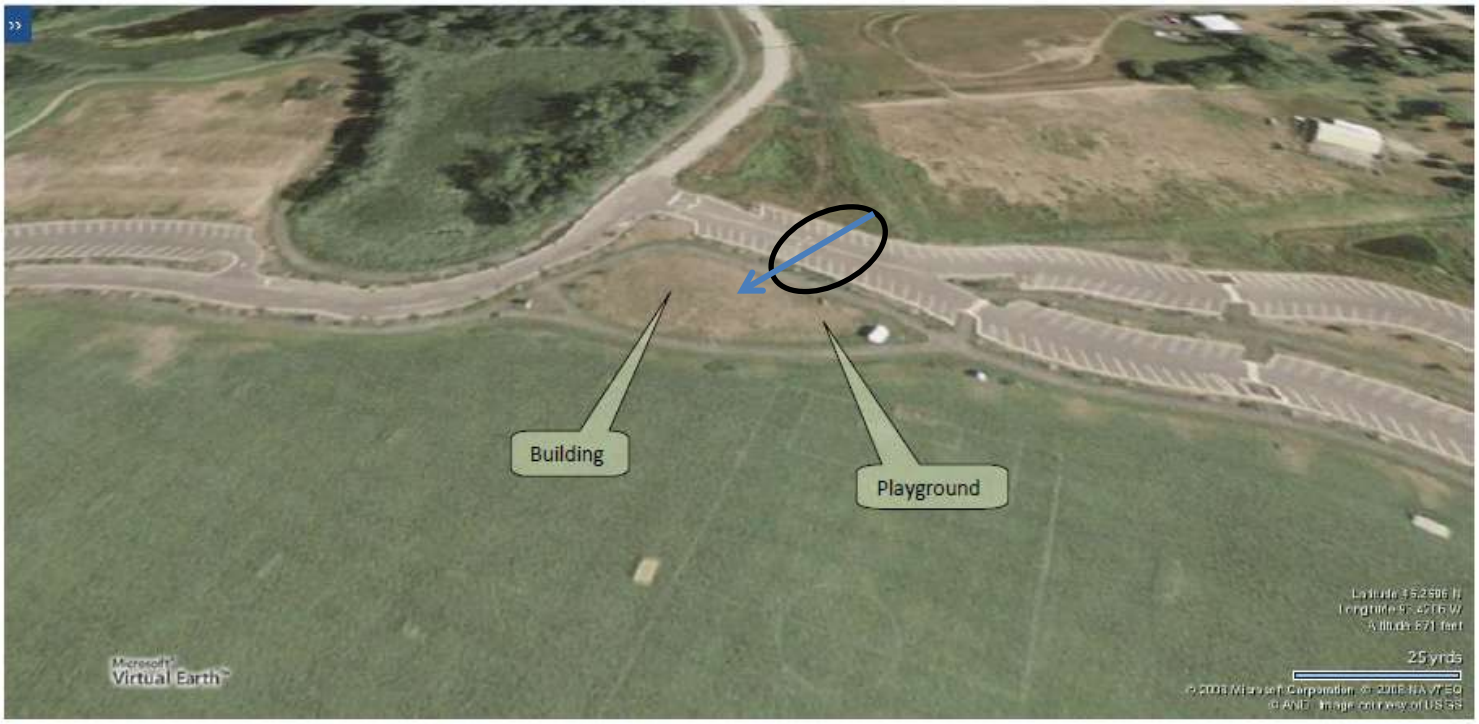
The overall fee budget for all services will be negotiated on the basis of 8% to 8.5% of construction cost, adjusted by final scope of work; hourly not to exceed $28,500 based on estimated construction budget of $300,000 to $350,000.

Our basic services will be based on AIA B151 Contract which includes complete architectural, structural and mechanical and electrical engineering. Civil engineering, landscape architecture, surveying, staking, as-built documents, special inspections for structural and utilities are additional services and some will be provided by City.

Architectural	
Principal Architect	$125/hr
Project Architect	$100 to $110/hr
CADD	$75 to $85/hr
Structural Engineering	
Principal	$160/hr
Structural Engineer	$100 to $110/hr
Designer	$80 to $100/hr
Mechanical & Electrical	
Principal	$145/hr
Project Manager / Engineer	$90 to $125/hr
Designer / CADD Technician	$90/hr

Reimbursable expenses, including but not limited to, filing fees and outside reproduction of graphics shall be reimbursed at actual cost plus 10%.

7/29/2010 9:16am



Elmcrest Park Building and Playground Location

Abbreviated Standard Form of Agreement Between Owner and Architect

AIA Document B151 - 1997
1997 Edition - Electronic Format

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

This document has been approved and endorsed by the American Subcontractors Association and the Associated Specialty Contractors, Inc.

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AGREEMENT made as of the day of in the year
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

and the Architect:
(Name, address and other information)

For the following Project:
(Include detailed description of Project, location and address)

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

1.4 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in

Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASED--ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents,

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shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Paragraph 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 CERTIFICATES FOR PAYMENT

2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

2.6.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

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However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services

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described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

.3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding,

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negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

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ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

4.6 The Owner shall furnish the services of consultants other than those designated in Paragraph 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the

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time of bidding and for changes in the Work.

5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

.1 give written approval of an increase in such fixed limit;

.2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 terminate in accordance with Paragraph 8.5; or

.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Subparagraph 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement

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prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

6.3 Except for the licenses granted in Paragraph 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Paragraph 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

7.1 MEDIATION

7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.2 ARBITRATION

7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 7.1.

7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

7.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based

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on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

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9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

9.6 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses

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incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

.1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;

.2 fees paid for securing approval of authorities having jurisdiction over the Project;

.3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;

.4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;

.5 renderings, models and mock-ups requested by the Owner;

.6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;

.7 reimbursable expenses as designated in Article 12;

.8 other similar direct Project-related expenditures.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

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The Owner shall compensate the Architect as follows:

11.1 An Initial Payment of Dollars ($) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Schematic Design Phase:	percent (%)
Design Development Phase:	percent (%)
Construction Documents Phase:	percent (%)
Bidding or Negotiation Phase:	percent (%)
Construction Phase:	percent (%)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 For Project Representation Beyond Basic Services, as described in Paragraph 3.2, compensation shall be computed as follows:

11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of ( ) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of ( ) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 If the Basic Services covered by this Agreement have not been completed within ( ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable ( ) days from the date of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and

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Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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CC Regular Session **7. 3.**

Meeting Date: 03/26/2013

By: Chris Anderson, Community Development

Information

Title:

Consider Lease Agreement with East Side Oil Companies

Background:

In June, 2012, the City Council discussed a potential opportunity to initiate a used oil collection (recycling) program at the Public Works campus. East Side Oil Companies would provide, at no cost to the City, a 2,000 gallon tank for used oil collection. In addition, East Side would also provide containers for oil filters and antifreeze. Staff would need to provide monitoring of two external gages on the tank daily and monthly. The monitoring is for both quantity of oil in tank (done regularly) and to review the interstitial space to verify there is no leak in the tank (done monthly). Once the tank is more than half full, the City would contact East Side Oil Companies to empty the tank. The original 2012 case is attached for background information.

There was general support from the City Council in 2012 to pursue this opportunity. East Side Oil Companies requires the execution of an Equipment Lease Agreement to clarify that they remain the owner of the collection tank. However, the City Council directed Staff to explore a land lease option with East Side Oil Companies, which may better protect the City against liability from an environmental concern such as an oil spill.

Observations/Alternatives:

In conjunction with the City Attorney, a Lease Agreement was drafted that includes standard indemnity language provided by the League of Minnesota Cities. Additionally, the Lease Agreement includes language requiring the tenant (East Side Oil Companies) to obtain environmental insurance to insure the City against potential liabilities relating to hazardous substances, hazardous waste, petroleum or other pollutants contaminating the environment as a result of a spill, leak or other malfunction of equipment. East Side Oil Companies has reviewed the Lease Agreement and has agreed to the terms of the Lease Agreement.

Alternative #1: Approve the Lease Agreement for leasing space to East Side Oil Companies for placement of a 2,000 gallon tank at the Public Works campus to collect used oil, oil filters and antifreeze. Staff has spoken with the cities of Elk River and East Bethel, both of which have tanks from East Side Oil Companies. Each has stated that the program is appreciated by their residents. In fact, they each stated that it is not uncommon to find cash donations in the donation box (provided with the tank). Furthermore, East Side Oil Companies participated in the Ramsey's Fall Recycling Event last year and it was very well received by residents. Over 400 gallons of used oil (along with about fifty [50] gallons of antifreeze and one full barrel of oil filters) were received during the four (4) hour event. Staff believes that with the land Lease Agreement, which includes the added indemnity language and environmental insurance requirement, that the City would be protected against environmental concerns resulting from having the tank on City owned property.

Alternative #2: Deny the Lease Agreement and limit the used oil recycling opportunity to only the recycling events. While residents would still potentially have a local opportunity to recycling used oil, it would be limited to only a couple weekends per year. Having the tank available year-round provides a more convenient options for residents to properly dispose of this material.

Recommendation:

Staff would recommend approving the land Lease Agreement with East Side Oil Companies to placement a 2,000 gallon tank on the City's Public Works campus for collection of used oil, oil filters and antifreeze, subject to final review and approval as to legal form by the City Attorney.

Funding Source:

There are no direct hard costs to the City related to this program opportunity. Staff time associated with monitoring of the external gages, which should be fairly minimal, could be charged to the recycling account, which is funded via SCORE (Select Committee on Recycling and the Environment) monies.

Council Action:

Motion to authorize Staff to execute a land Lease Agreement with East Side Oil Companies to place a 2,000 gallon tank on the City's Public Works campus for the collection of used oil, oil filters and antifreeze from residents, subject to final review and approval as to legal form by the City Attorney.

Attachments

June 26, 2012 City Council Case

City Council Meeting Minutes Dated June 26, 2012

Draft Lease Agreement

Exhibit of Proposed Tank Location

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	03/20/2013 03:38 PM
Tim Gladhill	Tim Gladhill	03/20/2013 05:00 PM
Bill Goodrich	Bill Goodrich	03/20/2013 05:36 PM
Kurt Ulrich	Kurt Ulrich	03/21/2013 03:28 PM

Form Started By: Chris Anderson Started On: 03/18/2013 11:35 AM

Final Approval Date: 03/21/2013

CC Regular Session **7. 0.**

Meeting Date: 06/26/2012

By: Chris Anderson, Community Development

Information

Title:
Consider East Side Oil Equipment Lease

Background:
On May 8, 2012, the City Council discussed an opportunity to partner with East Side Oil Companies to utilize a 2,000 gallon tank for collection of used motor oil from residents. The tank would be located at the Public Works campus so that it could be readily monitored during the week and to limit/minimize illegal dumping. There was a general consensus of the City Council supporting this service to the residents; however, Staff was directed to research several items including contacting the City of Elk River to solicit their input on this program, to negotiate a lease agreement with East Side Oil Companies that addresses the issue of liability, and to explore the option of leasing land to East Side Oil Companies for placement of their equipment.

As a reminder, Councilmember McGlone is currently an employee of East Side Oil Companies. Council Member McGlone reports that he has no financial gain of any kind resulting from this potential agreement between the City and East Side Oil Company. City Attorney Goodrich has been consulted and can respond to any questions regarding this matter.

Observations:
Staff did contact the City of Elk River and, upon their recommendation, also contacted Sherburne County staff, to discuss their views/opinions of the East Side Oil Companies program. All three individuals had only positive remarks for the program and the company. The City of Elk River executed the lease agreement that was provided by East Side Oil Companies as presented, without any revisions. While the Sherburne County staff do not have direct involvement with lease agreements, they were unaware of any concerns/difficulties that communities within their jurisdiction have had with this program.

The City Attorney is working with the League of Minnesota Cities for sample environmental indemnity language in the event of an oil spill. Once that language is finalized, it will be provided to East Side Oil Companies for review and approval (they expressed a willingness for that type of clause to be added, but would still need to have their legal counsel review it). The attached lease agreement does not yet include the indemnity language.

Staff is not aware of any other jurisdictions that lease the area required for the tank to the collector. As long as there is an indemnity clause that protects the City (and that East Side Oil Companies is comfortable with), Staff believes that this should be sufficient to address environmental concerns. Furthermore, if a concern does develop, the agreement can always be terminated (as outlined in the lease agreement).

Recommendation:
Based on communications with other jurisdictions and their positive remarks concerning this opportunity and East Side Oil Companies, Staff would recommend executing a revised lease

agreement, with the environmental indemnity language, with East Side Oil Companies to utilize a 2,000-gallon tank for the collection of used motor oil from residents.

Funding Source:
There is no direct cost to the City related to this opportunity.

Council Action:

Motion to authorize Staff to execute an equipment lease agreement, which 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.

Attachments

City Council Meeting Minutes Dated May 8, 2012
East Side Oil Companies Lease Agreement (w/o Indemnity Language)

Form Review

Inbox	Reviewed By	Date
Bill Goodrich		
Tim Gladhill		
Kurt Ulrich		

Form Started By: Chris Anderson Started On: 06/19/2012 11:33 AM

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

LEASE

This lease ("this "Lease")is effective as of April ___, 2013 and is made by and between the City of Ramsey, a Minnesota municipal corporation, 7550 Sunwood Drive NW, Ramsey MN 55303 ("Landlord") and East Side Oil Company., a Minnesota corporation, 625 SE Lincoln Avenue, St. Cloud, MN 56304 ("Tenant").

DATA SHEET

1. Premises. The area depicted in attached Exhibit, located on the property generally known as 14100 Jaspar St NW, Ramsey, MN 55303 and which parcel is legally described as follows:

   Gateway North Industrial Park Lot 1 Block 1 Gateway North Industrial Park

   (the "Premises")

2. Term and Termination. This Lease shall commence on April 1, 2013 (the "Commencement Date") and shall terminate upon 30 days written notice by either party (the "Lease Term").

3. Rental Rate. One dollar per year.

4. Permitted Use. Tenant shall use the Premises as a used oil public site for the collection of used oil deposited by members of the public in Tenant's 1,990 gallon double walled tank installed on the Premises by Tenant. The permitted use shall also include the collection of used oil filters and antifreeze from members of the public. The following equipment, which Tenant has advised has the indicated monetary values, shall be permitted to be installed on the Premises by Tenant:

   1-1990 Gallon double wall UL tank $16,235.75
   Permanent ID/Serial # stamped on the 1990 gallon tank is
   _____
   Signage $1,417.86
   Vents and Gauges $279.70
   Cover & assembly parts $2,300.00
   (The "Equipment")

5. Removal of Equipment. Upon the termination of this Lease, Tenant shall immediately pick up the Equipment with all parts and attachments thereto. If Tenant should fail to pick up the Equipment upon termination of this Lease, Landlord shall have the right to remove the Equipment from the Premises and lawfully dispose of the same.

6. Landlord Address:

City of Ramsey
Attention: City Administrator
Ramsey Municipal Center
7550 Sunwood Drive NW
Ramsey, MN 55303

7. Tenant Address:

East Side Oil Company, Inc.
625 SE Lincoln Avenue
St. Cloud, MN 56304

LEASE TERMS

1. PREMISES:

Landlord hereby leases to Tenant, and its successors and assigns, and Tenant hereby leases from Landlord for the Terms described in Item 2 of the Data Sheet and upon the conditions hereinafter the Premises described in Item 1 of the Data Sheet.

2. RENTABLE AREA:

The Rentable Area of the Premises is estimated to be the paved surface area as part of the land set forth in Item 1 of the Data Sheet. The actual Rentable Area of the Premises consists of 240 square feet.

3. LEASEHOLD IMPROVEMENTS:

Tenant is taking the Premises "AS IS" and Landlord shall not be obligated to do any work on the Premises. Tenant shall maintain the Premises as an outdoor used oil drop off site for the public and associated parking facility and shall not make any alteration, decoration, addition or improvement to the Premises without the prior written consent of the Landlord.

4. TERM AND TERMINATION:

The term of this Lease shall be described in Item 2 of the Data Sheet (the "Lease Term") and shall commence upon the "Commencement Date" as described in Item 2 of the Data Sheet.

5. RENT: $1.00 per year.

6. PROPERTY TAXES:

Landlord shall be responsible for any real property taxes that may be levied against the Premises.

7. USE:

Tenant will use and occupy the Premises solely as a used oil, used oil filters, and used anti-freeze drop off site by members of the public and associated parking facility.

8. ASSIGNMENT AND SUBLETTING:

Tenant may not assign or sublet the Premises without the landlord's written permission.

9. MAINTENANCE:

Tenant agrees to keep and maintain the Premises and its equipment in a properly functioning, safe, orderly and sanitary condition, will make all necessary replacements thereto, will suffer no waste or injury thereto and will at the expiration or other termination of the Lease Term, surrender the same with all improvements in the same order and condition in which they were on the Commencement Date. Notwithstanding the foregoing, Landlord shall provide snowplowing services for the Premises and access thereto. Tenant shall keep all rubbish garbage or other refuse in proper containers and shall promptly empty same into the collection area designated from time to time by Landlord.

10. ALTERATIONS AND EQUIPMENT:

10.1 Tenant will not make or permit anyone to make alterations, decorations, additions or improvements in or to the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

10.2 Tenant shall not install any equipment containing Hazardous Materials or any equipment which will or may necessitate any changes, replacements or additions to the Premises.

11. RIGHT OF ENTRY:

Tenant shall permit Landlord, or its representatives, to enter upon the Premises, to examine, inspect and protect the Premises, and to make such alterations, renovations, restorations, and/or repairs as in the judgment of Landlord may be deemed necessary or desirable for the Premises.

12. SERVICES AND UTILITIES:

None supplied by the Landlord. Any public or private utilities required by Tenant shall be provided at Tenant's sole expense.

13. WAIVER AND INDEMNITY:

13.1 Notwithstanding anything apparently to the contrary in this Lease, Landlord and Tenant hereby release one another and their respective offices and employees from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary form of policy of the insurance, even if such loss or damage shall have been caused by the fault of negligence of the other party.

13.2 Tenant agrees to indemnify, defend and hold Landlord and its officers and employees and property managers harmless from and against any claim, loss or expense arising out of injury, death or property loss or damage occurring in the Premises, except to the extent caused by the negligent act or intentional misconduct of Landlord or its officers, employees or property manager.

13.3 In addition, Tenant agrees to indemnify defend and hold Landlord harmless from and against all liabilities, damages fees penalties or losses arising out of any demand claim or suit by any governmental agency or private third party pertaining to reporting or clean-up of any hazardous substance, hazardous waste, petroleum product or other pollutant contaminating the environment as a result of spill, leaking or other malfunction of the Equipment.

14. INSURANCE:

Tenant agrees to purchase, in advance, and to carry in full force and effect general liability insurance, providing coverage on an "occurrence" rather than a "claims made" basis, which policy shall include coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Lease), and Independent Contractors, in current Insurance Services Office form or other form which provides coverage at least as broad. Tenant shall maintain a combined policy limit of at least $1,000,000.00 applying to Bodily Injury, Property Damage and Personal Injury, which limit may be satisfied by Tenant's basic policy, or by the basic policy in combination with umbrella excess policies so long as the coverage is at least as broad as that required herein. Such liability, umbrella and/or excess policies may be subject to aggregate limits so long as the aggregate limits have not at any pertinent time been reduced to less than the policy limit

stated above, and provided further that any umbrella or excess policy provides coverage from the point that such aggregate limits in the basic policy become reduced or exhausted. The tenant shall provide and insurance certificate naming the City of Ramsey as an additional insured. The City of Ramsey shall receive a written notice of insurance termination 30 days prior to cancellation. In addition to the above, Tenant agrees to obtain environmental insurance adequate to insure the City against those potential liabilities described in paragraph 13.3 above.

If the above insurance policy ceases to be available, or is available on terms so unacceptable that prudent landlords or tenants, as the case maybe, generally do not carry such insurance, then in lieu of such insurance the pertinent party may carry the most comparable insurance which is available and generally carried by prudent parties.

15. DEFAULT:

15.1 Any one of the following events shall constitute an Event of Default:

(i) Tenant shall fail to pay the annual rental rate or additional rent as herein provided, and such default shall continue for a period of five (5) days after the date therefore;

(ii) Tenant shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by Tenant and such default shall continue for fifteen (15) days after notice from the Landlord; provided, however, that if the nature of such default is such that Tenant can cure the default, but not within fifteen (15) days, then the Event of Default shall be suspended for a period not in excess of thirty (30) additional days so long as Tenant commences cure within fifteen (15) days thereafter diligently and continuously prosecutes the curing of the default, and so long as continuation of the default does not create material risk to the Project or to persons using the Project.

(iii) Tenant shall file or have filed against any bankruptcy or other creditor's actions, or make an assignment for the benefit of his creditors.

15.2 If an event of Default shall have occurred and be continuing, Landlord may at its sole option by written notice to Tenant terminate this Lease. Neither the passage of time after the occurrence of the Event of Default nor exercise by Landlord of any other remedy with regard to such Event of Default shall limit Landlord's rights under this Section 15.2

15.3 If an Event of Default shall have occurred and be continuing, whether or not Landlord elects to terminate this Lease, Landlord may enter upon and repossess the Premises (said repossession being hereinafter referred to as "Repossession") by summary proceedings, eviction action or other lawful

means and may remove Tenant and all other persons and property there from.

15.4 No termination of this Lease pursuant to Section 15.2 and no Repossession of the Premises pursuant to Section 15.3 or otherwise shall relieve Tenant of liabilities and obligations under this Lease, all of which shall survive any such termination or Repossession. In the event of any such termination or Repossession, whether or not the Premises Tenant up to the time of such termination or Repossession, and thereafter Tenant, until the end of what would have been the Term in the absence of such termination or Repossession, shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, all of Landlord's expenses in connection with all repossession costs, operating expenses, legal expenses, attorney's fees, and alteration costs. Tenant shall pay such current damages to Landlord monthly on the days on which the Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day.

15.5 Landlord shall in no event be considered to be in default of Landlord's obligations hereunder until the expiration of a reasonable time after notice of default from Tenant.

16. MINNESOTA POLLUTION CONTROL AGENCY (MPCA) MONITORING REQUIREMENT.

Landlord agrees to perform the monthly monitoring of the interstitial space reading as required by the MPCA, document such monitoring and provide Tenant documentation of said monitoring on a monthly basis.

17. WAIVER:

No waiver by either party of any breach of any agreement herein contained shall operate as a waiver of such agreement itself, or of any subsequent breach thereof. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Lease.

18. COVENANT OF QUIET ENJOYMENT:

Landlord covenants that it has the right to make this Lease for the term aforesaid and covenants that if Tenant shall pay the rent and perform all of the covenants, terms and conditions of this Lease to be performed by Tenant, Tenant shall, during the Term, freely, peaceably and quietly occupy and enjoy the full possession of the Premises. The term "Landlord" as used in this Lease shall mean solely the owner of the Premises. The liability of the Landlord under this Lease is limited to its interest in the Premises and any insurance proceeds payable to Landlord with respect to the Premises.

19. NO REPRESENTATIONS BY LANDLORD:

Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Premises except as herein expressly set forth, and no right, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth. Tenant, by taking possession of the Premises, shall accept the same "as is" except as expressly provided in this Lease and such taking of possession shall be conclusive evidence that the Premises are in good and satisfactory condition at the time of such taking of possession. In addition to and without limitation of the immediately preceding sentence, Tenant agrees that it's leasing the Premises on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis, based upon his own judgment, and hereby disclaims any reliance upon any statement or representation whatsoever made by Landlord. LANDLORD MAKES NO WARRANTY WITH RESPECT TO THE PREMISES, EXPRESS OR IMPLIED, AND LANDLORD SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PREMISES, for Tenant's intended purpose.

20. NOTICES:

All notices or other communications hereunder shall be in writing and shall be effective if hand delivered or sent by registered or certified first-class mail, postage prepaid, or by overnight express service which maintains confirmation of delivery, (i) if to Landlord at Landlord Address set forth on Item 6 of the Data Sheet, and (ii) if to Tenant, at Tenant Address set forth in Item 7 of the Data Sheet, unless notice of a change of address is given pursuant to the provisions of this Section. The day notice is given by mail shall be deemed to be the day following the day of mailing. If acceptance is refused, as evidenced by the records of the Postal Service or overnight delivery service, notice shall be deemed given on the date acceptance is refused.

21. SURRENDER; HOLDING OVER:

Upon the expiration of this Lease or the earlier termination of Tenant's right to possession, Tenant shall immediately vacate the Premises, remove all of his property there from, remove any Hazardous Materials installed, used, generated, stored or disposed of by Tenant, and leave the Premises in the condition required by this Lease. Any property not removed shall be deemed abandoned, and Tenant shall be liable for all costs of removal and Tenant shall indemnify, defend and hold Landlord harmless from any cost or liability due to disposition of any property in the Premises in which a person other than Tenant has in interest. Should Tenant continue to occupy the Premises, or any part thereof, after the expiration or termination of the Term, whether with or without the consent of Landlord, such tenancy shall be from month to month and the monthly Rent set forth in the term sheet shall be payable if Tenant's holdover is without the consent of

Landlord, neither this Section nor the acceptance of any rent hereunder shall prevent Landlord from exercising any remedy to regain immediate possession of the Premises.

22. MISCELLANEOUS:

(a) This Lease is governed by and shall be construed according to the laws of the State of Minnesota.

(b) The captions in this Lease are for convenience only and are not a part of this Lease.

(c) Time is of the essence.

(d) The provisions of this Lease which relate to periods subsequent to the expiration of the Term shall survive expiration.

(e) If any provision of this Lease is invalid or unenforceable to any extent, then such provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

(f) This Lease contains the entire agreement of the parties hereto with respect to the Premises. This Lease may be modified only by a writing executed and delivered by both parties.

(g) Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties other than that of Landlord and Tenant.

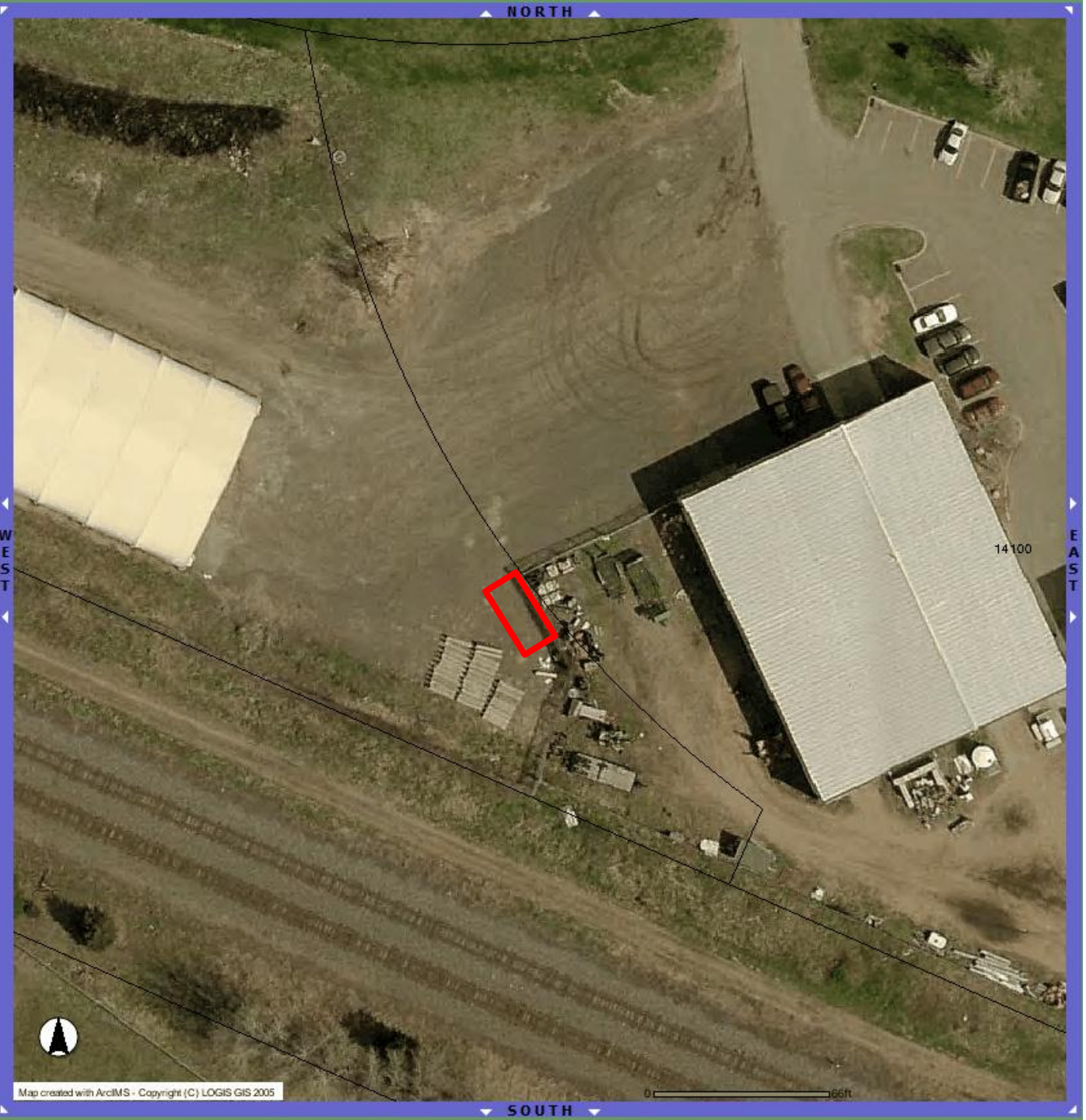
(h) This Lease shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

LANDLORD THE CITY OF RAMSEY	TENANT EASTSIDE OIL COMPANY
By:_____ Its: Mayor	By:_____ Its:

ATTEST:

By_____

Its: City Administrator



=Lease Area / Tank Location Approximately 240 square feet

CC Regular Session **7. 4.**

Meeting Date: 03/26/2013

Submitted For: Patrick Brama **By:** Patrick Brama, Administrative Services

Information

Title:

Consider Offer to Purchase City Owned Property Located at 14280 Azurite Street NW (PORTIONS MAY BE CLOSED TO THE PUBLIC)

Background:

The City owns property located at 14280 Azurite Street NW ("Subject Property"). The Subject property is 4.8 acres in size, is located on the north side of Bunker Lake Boulevard adjacent to MultiSource Manufacturing and Diamond Graphics. The Subject Property is zoned Employment 1 (E1) and is available for sale.

The City received an inquiry from a Diamond Graphics, Inc. regarding the Subject Property in early January 2013. Staff met with said prospect on January 11, 2013 to discuss the Subject Property. Subsequent to meeting with Diamond Graphics representatives, Staff ordered a market appraisal on the Subject Property. Staff contacted the prospect on February 15, 2013 indicating the City's position and the result of the market appraisal ($420,000 valuation).

Diamond Graphics, Inc. made an offer to purchase the Subject Property on February 28, 2013. The City Council reviewed said offer on March 12, 2013; at which time, the Council proposed a counter offer. On March 18, 2013 the City received correspondence from Diamond Graphics indicating they agreed to a sale price of $410,000 to purchase the Subject Property.

Purpose of case:

1. Approve the sale of the Subject Property to Diamond Graphics, Inc. for $410,000
2. Introduce an ordinance to sell surplus city owned land
3. Direct Staff to work with Diamond Graphics to draft a purchase agreement and to schedule a closing date
4. Identify available uses of land sale proceeds

Notification:

Observations/Alternatives:

The appraised value of the Subject Property is $420,000. Based on the City's adopted Business Subsidy Policy, any discount in land value greater than $25,000 would be considered a "Business Subsidy." In which case, certain filing and reporting with the State of Minnesota would be required; and potentially, an agreement, for job creation and/or retention would need to be established. Staff would be required to work with the prospect annually to complete required reporting to the State of Minnesota.

Use of Proceeds:

The Subject Property is located in former TIF District 10; and was purchased with proceeds from TIF District 1. Both TIF Districts 10 and 1 are now decertified. However, because the Subject Property was purchased with funds from TIF District 1, all proceeds must be applied to eligible TIF expenses. For example, roads, utilities, demolition or land acquisition.

TIF district 1 and 10 are sub-districts located within a larger umbrella TIF 'Development' district, known as a *Project Area*. The $410,000 in proceeds can be spent within the approved *Project Area*. In summary, the *Project Area* is located south of Alpine Drive across the entire City.

The Council does not need to make a decision on how to use proceeds from this transaction now. However, Staff would like to identify options:

- New Industrial Park
- Armstrong Boulevard/Highway 10 Interchange
- Bunker Lake Boulevard

Alternatives:

(1) Accept Offer [Staff Recommendation]

Approve the sale of surplus City owned land located at 14280 Azurite St NW to Diamond Graphics, Inc. for $410,000; and,

Introduce ordinance 13-08 to sell surplus city owned land; and

Direct Staff to work with Diamond Graphics to draft a purchase agreement and to schedule a closing date

(2) Counter Offer
Authorize Staff to draft a counter offer to the prospect for the sale of City owned property located at 14280 Azurite Street NW

(3) Deny Standing Offer
Reject the standing offer and do not direct Staff to draft a counter offer to the prospect for the sale of City owned property located at 14280 Azurite Street NW

Recommendation:

(1) Accept Offer

Approve the sale of surplus City owned land located at 14280 Azurite St NW to Diamond Graphics, Inc. for $410,000; and,

Introduce ordinance 13-08 to sell surplus city owned land; and

Direct Staff to negotiate with Diamond Graphics for a purchase agreement for the sale of the Subject Property and to schedule a closing date

Based on previous Council direction, the standing offer of $410,000 meets Council objectives. Selling the Subject Property to Diamond Graphics puts the City is a strong position to retain a fast growing and successful Ramsey business.

Funding Source:

NA

Council Action:

Accept Offer

Approve the sale of surplus City owned land located at 14280 Azurite St NW to Diamond Graphics, Inc. for $410,000; and,

Introduce ordinance 13-08 to sell surplus city owned land; and

Direct Staff to to negotiate a purchase agreement with Diamond Graphics for the sale of the Subject Property. Details of the purchase agreement will be reviewed with the Council at the time the Sale Ordinance is presented for approval.

Attachments

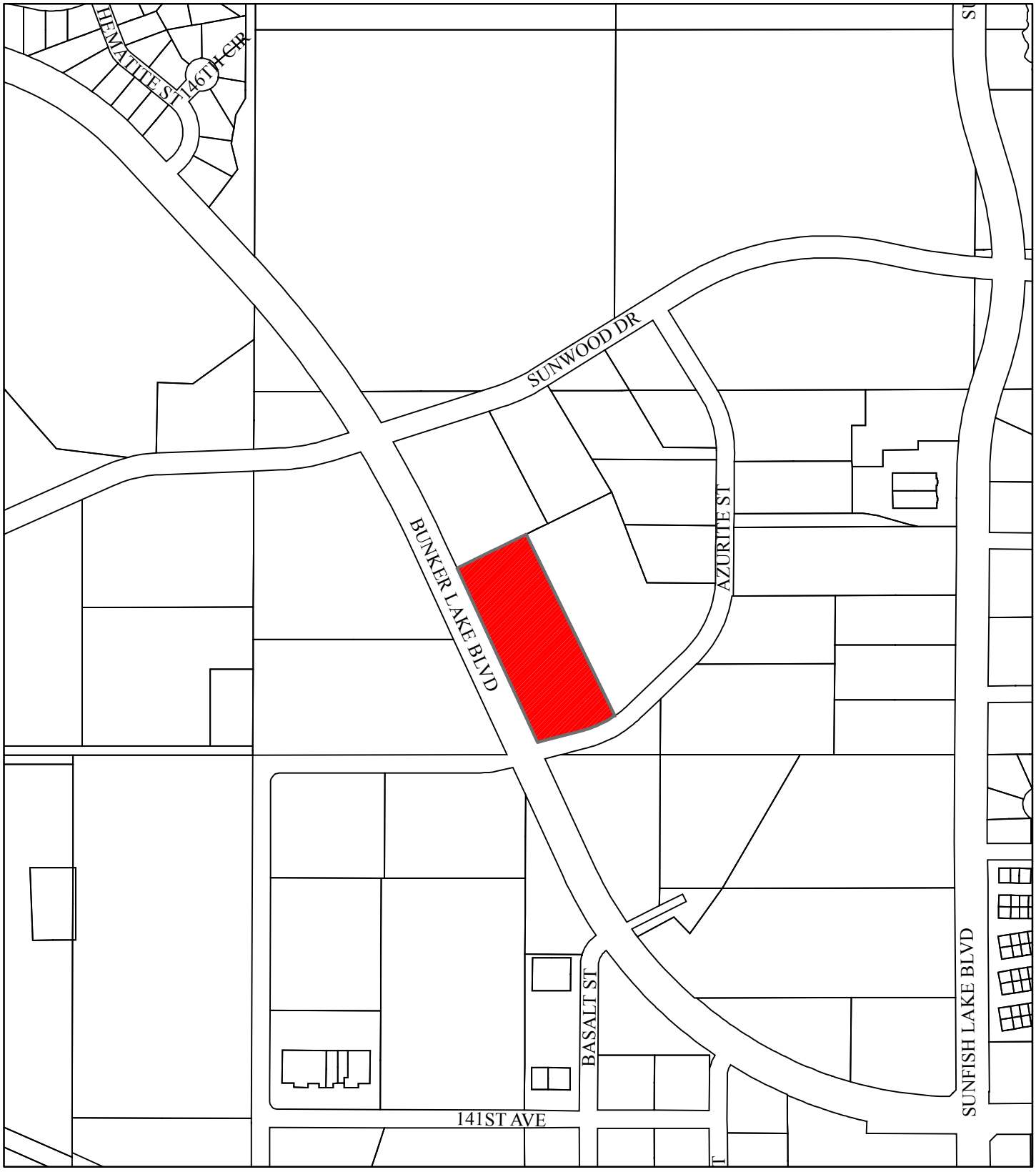
Reference Map
Appraisal
Abstract
Profile
Plat
Business Subsidy Policy
Ordinance 13 08 Sale of Surplus City Owned Land

Form Review

Inbox	Reviewed By	Date
Bill Goodrich	Bill Goodrich	03/20/2013 05:47 PM
Kurt Ulrich	Kurt Ulrich	03/21/2013 03:48 PM

Form Started By: Patrick Brama Started On: 03/20/2013

Final Approval Date: 03/21/2013



City of RAMSEY

14280 Azurite Street NW
PID: 27-32-25-42-0015

Legend
Site
Parcels

N

0 625 1,250 Feet

MARKET VALUE APPRAISAL

of

Approximately 4.80± Acres of Vacant Industrial Land

located at the

14280 Azurite Street Northwest
Ramsey, Minnesota 55303

in

Anoka County
Minnesota

BY

Certified Appraisal Services

Mark R. Schwab
License #20005641

as of

January 31, 2013

Certified Appraisal Services

Federally Certified Appraisers
13016 Owatonna Street Northeast
Blaine, Minnesota 55449

THIS IS A RESTRICTED USE REPORT
(The cost and income approaches are not relevant to estimate value)
This report is intended for the use of the client only and may not be be fully understood without data contained in the appraisers' workfile.

February 5, 2013

Mr. Patrick Brama, Management Analyst
City of Ramsey
7550 Sunwood Drive Northwest
Ramsey, Minnesota 55303

RE: 4.80± Acres of Vacant Industrial Land
14280 Azurite Street Northwest
Ramsey, Minnesota 55303

Dear Mr. Brama:

Pursuant to your request, we have made a careful inspection of the captioned property, which is more particularly described as Lot 1, Block 1, Sunfish Lake Business Park 4th Addition, Ramsey, Minnesota, and have made a study of the conditions affecting its value. The property rights appraised consist of title in fee simple, subject to easements and special assessments of record, if any.

THE PURPOSE AND INTENDED USE OF THIS APPRAISAL IS:

To estimate the market value of subject property, as of our inspection date which is January 31, 2013, which value will be used by The City of Ramsey as a resource for making internal business decisions.

This appraisal conforms to "USPAP" and is made subject to certain limiting conditions and assumptions as hereinafter expressed. Such facts and information contained herein were obtained from sources that we considered reliable and are true to the best of our knowledge.

The following is a restricted use report and states our method of approach, contains data gathered in our investigation, but **does not** demonstrate our analysis in arriving at the estimation of market value for the subject property. All analysis is contained in the appraisers' workfile and may be viewed by the client only. **THE APPRAISERS HAVE ELECTED TO INCLUDE ALL ANALYSIS IN THE CLIENTS REPORT.** The client has been informed that a restricted use report contains minimum analysis and a photocopy will not be provided for any other party. The client has been informed that a restricted use report should not be used for underwriting purposes. The client has been informed that a restricted use report is intended for internal uses such as, foreclosures, OREO's and abundance of caution only.

DEFINITION OF MARKET VALUE:

Market value as defined in *The Appraisal of Real Estate, Appraisal Institute, 12th Edition*, is "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of sale as of a specific date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;

2. both parties are well informed or well advised and acting in what they consider their best interests;

3. a reasonable time is allowed for exposure in the open market;

4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and

5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale."

This federal definition is compatible with the definition of market value cited in the current edition of *The Dictionary of Real Estate Appraisal*. The federal definition requires that the effect on property value of any special or creative financing or sales concessions be determined and that the opinion of value reflect cash equivalent terms. Special financing or sales concessions often characterize transactions in depressed markets. This definition was developed to address categories of appraisal assignments in a real estate market characterized by unique circumstances.

EXTENT OF THE PROCESS OF COLLECTING, CONFIRMING AND REPORTING DATA: includes (1) an inspection of the subject site, (2) consideration of neighborhood characteristics, (3) use of sales data from the county assessor and private data collection services, (4) use of the closed appraisal files, and (5) personal inspection of all comparable sales.

CONTINGENT AND LIMITING CONDITIONS AND ASSUMPTIONS:

1. The certification of the appraisers appearing in the appraisal report is subject to the following conditions and assumptions and to such other specific and limiting conditions and assumptions as are set forth by the appraisers in the report.

2. The appraisers assume no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor do the appraisers render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

3. Any sketch in the report shows approximate dimensions and is included to assist the reader in visualizing the property. The appraisers have made no survey of the property.

4. The appraisers have examined the available flood maps that are provided by the Federal Emergency Management Agency and have noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraisers are not surveyors, no guarantee, express or implied, is made regarding this determination.

5. The appraisers are not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements to do so have been made beforehand.

6. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

7. Disclosure of the contents of the appraisal report is governed by the Uniform Standards of Professional Appraisal Practice and the Laws of the State of Minnesota.

8. Neither all nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the appraisers, professional designations, reference to any professional appraisal organizations, or the firm with which the appraisers are connected) shall be used for any purpose by anyone except the client specified in the report, by any department, agency, or instrumentality of the United States, or by any department, agency, or instrumentality of the State of Minnesota without the previous written consent and approval of the appraisers.

9. The appraisers are aware of the competency provision of the USPAP and the appraisers of this report meet the standards. The appraisers have extensive appraisal experience with similar properties in and around the Minneapolis-St. Paul Metropolitan area. The appraisers have full knowledge and experience in the nature of this assignment.

10. The appraisers are aware of the Gramm-Leach-Bliley Act (G-L-B Act) effective July 1, 2001. The Federal Trade Commission (FTC)has adopted regulations to implement the G-L-B Act.[1] These regulations apply to appraisers as well as other providers of financial services and states that non-public personally identifiable information is not to be disseminated or re-used.

    The appraisers have formed the opinion that income and expense information (lease comparables) and newly constructed building information (new building cost comparables) obtained, either through interviews in the field or appraisal assignments, are considered non-public personally identifiable information and can not be disseminated under the G-L-B Act and FTC Privacy Rule.

11. The value herein assigned is based on conditions which are applicable as of the date of the appraised value. This value may be the same but also may vary at a later date due to changing market conditions. It is the appraiser's opinion that the subject property would sell in an appropriate time period should it be offered on the open real estate market at this time at about the appraised value subject to the appraisal assumptions; but a guarantee of such sale is not implied or warranted.

12. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless in compliance is stated, defined and considered in the appraisal report.

13. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.

14. It is assumed that the utilization of the land is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the report.

[1] Federal Trade Commission, Privacy of Consumer Financial Information; Final Rule, 16 CFR Part 313, herein referred to as "FTC Privacy Rule".

15. If the attached appraisal report considers an analysis of existing lease data, this analysis is restricted to the lease terms as provided to the appraiser and not on our review of lease documents. Any review of lease data is also restricted to only economic considerations and not legal provisions or restrictions.

16. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and general limiting conditions. After the report is complete and delivered, the scope of this assignment is finished. Certified Appraisal Services, Inc. is available for additional consultation or evaluation work, billed at an hourly rate.

17. This is a Restricted-Use Appraisal Report and is intended to comply with the developing and reporting requirements under Standard Rules 1 & 2 of the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Financial Institution Reform, Recovery and Enforcement Act of 1989 (FIRREA) Title XI regulations. It is written in a somewhat abbreviated narrative style but is considered to be sufficiently descriptive to allow the reader to follow the reasoning and logic of the appraisal.

18. This is a RESTRICTED USE APPRAISAL REPORT for use by the client only and no part of the report, or copy thereof (including conclusions as to the property value, the identity of the appraisers or the firm with which the appraisers are connected) shall be used for any purpose by anyone but the client specified in the report without the previous written consent and approval of the appraisers.

HYPOTHETICAL CONDITIONS:

1. This appraisal and the value herein estimated assume the subject property is as follows:

According to county records the subject site contains a gross area of 209,284 square feet or about 4.80± acres and the site is 100% buildable. See AERIAL MAP on page 19 for visual representation. The areas mentioned above were obtained from Anoka County Property Records. The appraisers were not supplied with a professional survey of the subject site. If a professional survey is supplied at a later date and it determines the subject site to be larger or smaller than reported in this appraisal, the appraisers reserve the rights to amend this appraisal.

ORDINARY ASSUMPTIONS:

(1) Information, estimates, and opinions furnished to the appraisers, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. The review appraiser assumes all facts, discovered by the appraiser signing this report, are reliable, true and correct. However, the appraisers do not assume responsibility for accuracy of such items that were furnished by other parties.

(2) According to the City of Ramsey Officials, the subject site can not be split due to lack of access. Bunker Lake Boulevard is a county owned road and has restricted access rights. The city owned road, Azurite Street Northwest, does not have adequate frontage to split the parcel.

(3) The effective date of this appraisal is the same as the inspection date.

EXTRAORDINARY ASSUMPTIONS:

1. The appraisers assume that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraisers assume no responsibility for such conditions, or for engineering which might be required to discover such factors.

2. The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in the report. The appraisers are not experts in the identification of hazardous substances or detrimental environmental conditions. The appraisers' routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

SALE HISTORY:

The subject property **has not** been sold during the past three years. **It should be noted, the subject is currently listed by the City of Ramsey for sale and the asking price is $376,500 or about $1.80 per square foot.** The appraisers have estimated the market value of the subject property at $420,000 or $2.00 per square foot with a marketing time of twelve to twenty-four months. The listing price should reflect a shorter marketing time.

MARKETING TIME:

(1) A reasonable exposure time for the subject is estimated to have been from one to two years. (2) A reasonable marketing time for the subject site is estimated to be about twelve to twenty-four months.

ZONING-FLOOD INFORMATION:

(1) According to the Ramsey Zoning Ordinance the subject is currently zoned E1; Employment District. The subject property is vacant land and no discussion is necessary on legal and/or conforming use in this zoning district. (2) According to the FEMA Flood Map Number 270681-0020B, dated November 1, 1979, the subject property is located in Zone C. Zone C is not within the 100 year flood hazard zone. A copy of the flood map is contained in the appraisers' file.

TITLE:

Fee title to the subject property is vested in: **City of Ramsey.** See copy of county property records in the addendum.

LEGAL DESCRIPTION:

PID#'s 27-32-25-42-0015. Lot 1, Block 1, Sunfish Lake Business Park 4th Addition.

ASSESSOR'S MARKET VALUE:

The Anoka County Assessor has placed estimated market values on the subject property as follows:

Land	(2010 EMV)	all parcels		$ 395,900
Improvements	(2010 EMV)			0
Total	(2010 EMV)	all parcels		$ 395,900
Land	(2011 EMV)	all parcels	(05%⇓)	$ 376,500
Improvements	(2011 EMV)			0
Total	(2011 EMV)	all parcels		$ 376,500
Land	(2012 EMV)	all parcels	(11%⇓)	$ 339,000
Improvements	(2012 EMV)			0
Total	(2012 EMV)	all parcels		$ 339,000

PROPERTY TAX INFORMATION:

Real estate taxes due in 2012: City Owned - Tax Exempt
Special Assessment taxes due in 2012: City Owned - Tax Exempt

The value herein estimated assumes that delinquent real estate taxes and special assessments, if any, are paid in full.

NEIGHBORHOOD DESCRIPTION:

The City of Ramsey is a mostly stable community with convenient access to all areas. The latest population records available indicate the population in 2010 was 23,668 which is an increase of about 28% from the population in 2000 of 18,510. The topography is mostly level to rolling land under mixed uses of mixed styles, sizes, ages and values. Growth rate is stable and property values have mostly stabilized since 2007 and in many cases (residential) are declining. Supply and demand of residential single family lots appears to be out of balance. There is an over supply and under demand of residential building sites as the residential market continues to recover. Most developer's are holding steady and are not purchasing land for future developments and many have discounted existing lot prices to sell off inventory. The number of foreclosed properties in the market have stabilized since 2010/2011. The result of many bank owned properties is declining sale prices. Commercial/industrial land values stabilized through 2006 and have been declining from 2007 through the end of 2011. Commercial/industrial land values appear to be mostly stable during 2012. It appears there is a slight over supply and under demand of vacant commercial/industrial land for future development in the area which is driving prices down and marketing times longer. According to the City of Ramsey, there are 3 industrial land parcels on the market for sale and many commercial and residential parcels on the market. One industrial parcel is .95 acres and listed for $112,100 or $2.71 per square foot, another is 4.14 acres and listed at $488,700 or $2.71 per square foot and 1.24 acres and listed at $176,800 or $$3.27 per square foot. Property compatibility and appearance are average. Most commercial buildings are wholly or partially owner occupied and the vacancy rate has been increasing to about 8% to 15%.

According to land reports completed by Welsh Company, **the Twin Cities land market** continues a slow recovery. Land values, led by residential land, have decreased significantly in the last 3 to 4 years. The demand that does exist is limited to opportunistic purchases and smaller retail uses with limited development of office and industrial product. Pricing now appears to be at or near the bottom.

The presence of lender-owned land continues to be influential on land sales. Some lenders are able to take lower prices on their foreclosed land while others hold the land and wait for the market to recover. Any landowner putting property on the market for sale feels the drag of reduced bank-owned sale prices as they attempt to place a value on their properties.

Senior and residential multi-unit housing developers are active in the market as demand for these product types surges. The ability to secure financing on land purchase can be an impediment to closing deals. We are starting to see increasing interest from developers motivated to secure land positions in preparation for the next development cycle. They expect demand to be strong from large retailers seeking new locations over the next 18 to 36 months. In addition, corporations that survived the recession are beginning to consider building new facilities and will be looking for land sites. We are optimistic about the stronger close to 2011 and expect increasing growth in 2012 and 2013.

SUBJECT SITE DESCRIPTION:

The subject site is located on the northeast corner of Bunker Lake Boulevard and Azurite Street Northwest in the southeastern part of the City of Ramsey. See CITY MAP and ZONING MAP for visual representation. The subject site consists of one platted lot. See AERIAL MAP for visual representation.

The subject of this appraisal has a total area is 209,284 square feet or about 4.80± acres, of which 100% is usable. The topography is mostly level and is at, and above street grade. The subject site has approximately 700± lineal feet of frontage along Bunker Lake Boulevard and approximately 300± lineal feet of frontage along Azurite Street Northeast.

SUBJECT SITE IMPROVEMENTS DESCRIPTION:

The subject has access to city sewer and water. All public utilities (natural gas, electric and telephone) are available.

SUBJECT BUILDING DESCRIPTION:

There are no structural improvements on the subject site.

SUBJECT INSPECTION:

Neither the owner nor the owner's representative were present at the inspection. Photos of the subject are on pages 11 through 14, a city map is on page 16, a zoning map is on page 17, a plat map is on page 18 and a aerial map is on page 19.

FUNCTIONAL AND EXTERNAL OBSOLESCENCE:

1. After personally inspecting the subject site, the appraisers have formed the opinion that no functional obsolescence exists.

2. After personally inspecting the immediate vicinity of the subject property, the appraisers have formed the opinion that external obsolescence exists in the form of poor economic market conditions, vacant land values have been declining from 2007 to the present.

HIGHEST AND BEST USE:

The zoning, function and utility of the subject property clearly indicate that the highest and best use of the subject property, as unimproved, is as vacant industrial land, and, as improved, is as a building site for an industrial enterprise as market conditions improve.

EXCLUSION OF USUAL VALUATION APPROACHES:

Two of the usual valuation approaches were excluded; one of the three universally accepted approaches to value was used in this analysis. The cost approach and income approaches are not relevant to estimate the value of vacant land.

APPRAISAL PROCEDURES FOLLOWED:

The appraisers have considered the following specific data about the subject property.

1. location
2. absorption
3. view
4. appeal
5. access

The appraisers have considered the following specific market data and neighborhood characteristics.

1. supply and demand for industrial land
2. comparable sales of industrial land

CERTIFICATION:

The appraisers certify that, to the best of our knowledge and belief: (1) The statements of fact contained in this report are true and correct. (2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions and conclusions. (3) We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved. (4) We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. (5) Our engagement in this assignment was not contingent upon developing or reporting predetermined results. (6) Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. (7) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice. (8) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. (9) Mr. Mark Schwab personally inspected the subject property. (10) No one provided significant real property appraisal assistance to the person signing this certification. (11) We are aware of the competency provision of the USPAP and the appraisers of this report meet the standards. (12) The appraiser signing this report **has not** previously appraised the subject property in the past three years.

ESTIMATE OF VALUE:

By virtue of our investigation and analysis we have formed the opinion that the value of the subject property, based on an exposure time of twelve to twenty-four months and a marketing time of twelve to twenty-four months, as of January 31, 2013, which is the date of our inspection, is:

$ 420,000

Respectfully submitted,

Certified Appraisal Services

Mark R. Schwab
Certified General
Real Property Appraiser
License Number 20005641
All Types of Property

PHOTO PAGE 1

PHOTO #1

VIEW OF SUBJECT SITE

Taken from POINT 1

Looking to the NORTHWEST

PHOTO #2

VIEW OF SUBJECT SITE

Taken from POINT 1

Looking to the SOUTHWEST

PHOTO PAGE 2

PHOTO #3

VIEW OF SUBJECT SITE

Taken from POINT 2

Looking to the SOUTHEAST

PHOTO #4

VIEW OF SUBJECT SITE

Taken from POINT 2

Looking to the NORTHEAST

PHOTO PAGE 3

PHOTO #5

STREET SCENE

Taken from POINT 3

Looking to the NORTH along Bunker Lake Boulevard

PHOTO #6

STREET SCENE

Taken from POINT 3

Looking to the SOUTH along Bunker Lake Boulevard

PHOTO PAGE 4

PHOTO #7

STREET SCENE

Taken from POINT 3

Looking to the EAST along Azurite Street Northwest

PHOTO #8

STREET SCENE

Taken from POINT 3

Looking to the WEST along 143rd Avenue Northwest

SECTION 21
MAPS, DIAGRAMS, SKETCHES

The following four pages detail Maps, Diagrams and Sketches.

CITY MAP Shows the location of the subject in relation to the City of Ramsey.

ZONING MAP Shows the location of the subject in relation to the various zoning districts in the City of Ramsey.

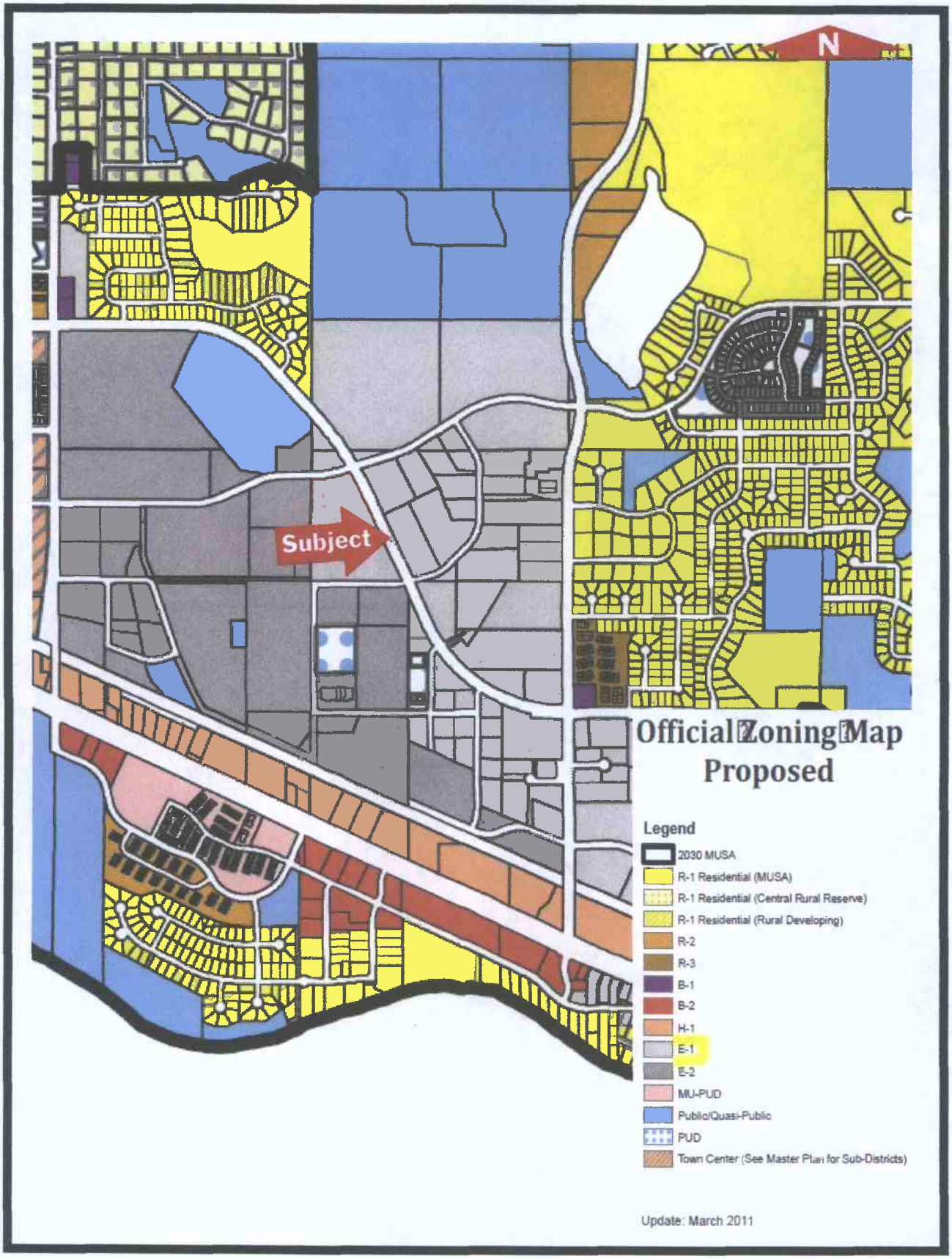
PLAT MAP Shows the location of the subject site in relation to other parcels in the immediate area.

AERIAL MAP Shows detail aerial view of the subject site and shows the location of the various photo shots.

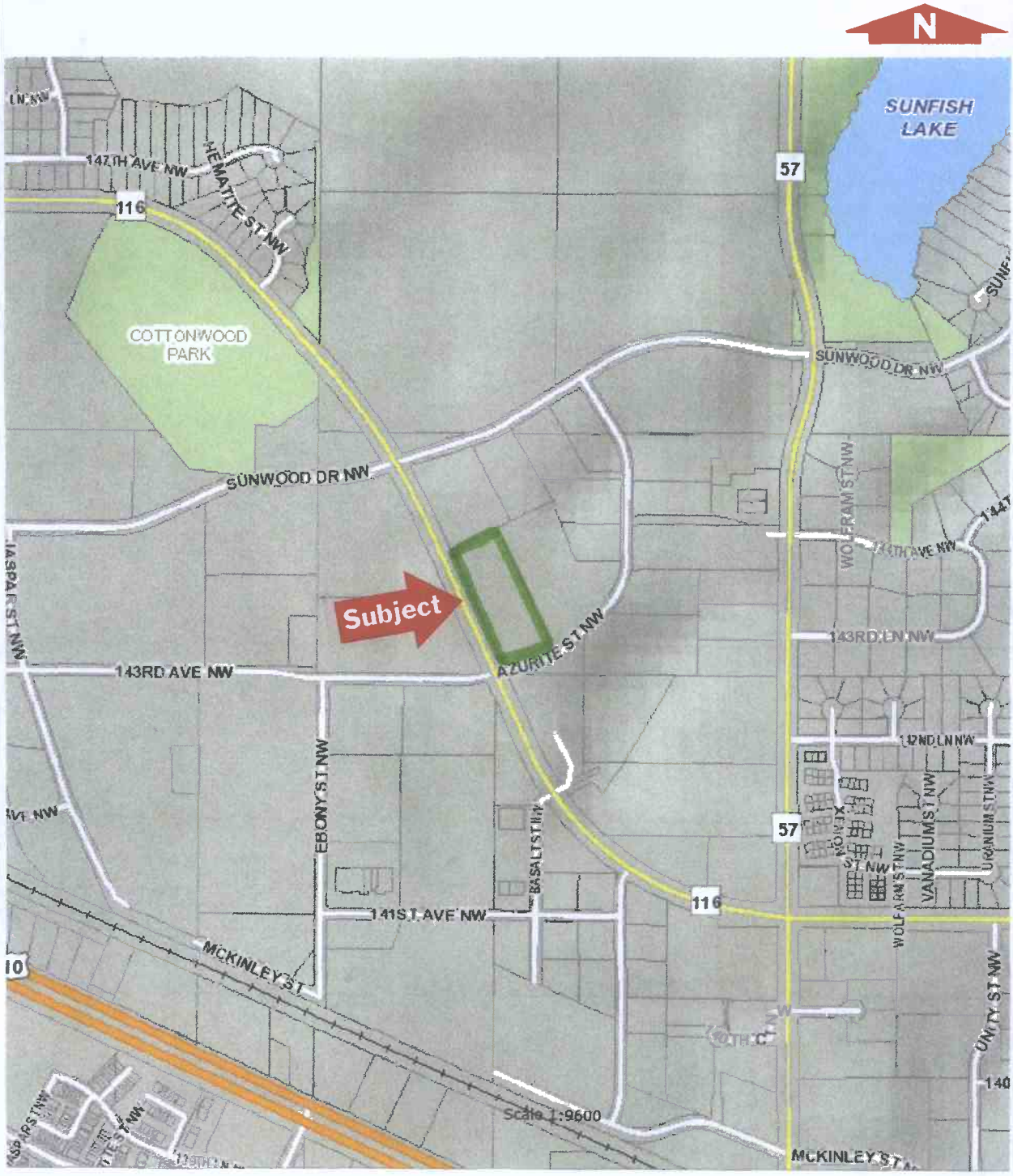
CITY MAP

DeLorme
DeLorme Street Atlas USA® 2010
SUBJECT
Ramsey
Central Park
Grass Lake
Rum River
Rum River Park
Cloquet Island
Mississippi River
Kings Island
Highland Park
North River Park
King Park
Lions Park
Park Street Park
Anoka
DAYTON RD
SAINT FRANCIS BLVD
ROANOKE ST NW
7TH AVE NW
179TH LN NW
CR 63
CR 12
CR 116
CR 56
CR 7
CR 5
CR 83
47
10
169
Data use subject to license.
© DeLorme. DeLorme Street Atlas USA® 2010
www.delorme.com
MN (0.5° E)
0 ¼ ½ ¾ 1 1¼ mi
Data Zoom 12-0

ZONING MAP


N
Subject
Official Zoning Map
Proposed
Legend
2030 MUSA
R-1 Residential (MUSA)
R-1 Residential (Central Rural Reserve)
R-1 Residential (Rural Developing)
R-2
R-3
B-1
B-2
H-1
E-1
E-2
MU-PUD
Public/Quasi-Public
PUD
Town Center (See Master Plan for Sub-Districts)
Update: March 2011

PLAT MAP



GROSS SITE AREA, PER COUNTY

209,284 SQUARE FEET - 4.80± ACRES

AERIAL MAP

N
BUNKER LAKE BLVD NW
Subject
2
1
3
14200
14350
14440
14410
6690
6640
6600
6700
143RD AVE NW
6650
6750
AUGUSTA ST NW

ADDENDUM

SECTION 28
DIRECT SALES COMPARISON APPROACH

The appraisers have cited four recent sales of industrially zoned parcels located in the subject's immediate market area and/or surrounding similar communities and have considered them in the direct sales comparison analysis which follows. The description includes a percentage adjustment reflecting market reaction to those items of significant variation between the subject and the comparable land sales. If a significant item in the comparable land sale is superior to, or more favorable than, the subject site, a minus (-) adjustment is made, thus reducing the value of the subject site. If a significant item in the comparable land sale is inferior to, or less favorable than, the subject site, a plus (+) adjustment is made, thus increasing the value of the subject site.

All parcels have been personally viewed by the appraisers and detail sheets for each are contained in the addendum. If possible, Certificates of real estate value for all land sales are contained in the appraisers' files.

Appropriate adjustments are made to adjust for market condition (-10% per year from 2008 to the present), financing, time (no adjustment made), location, zoning, size, utility, utilities and appeal. All sizes listed are for the net area only. Appeal adjustments take into consideration platting, access, corner influence and other factors that may positively or negatively affect value.

The appraisers will use a -10% per year marketing condition adjustment on all sales from 2008 to the present in the following analysis.

The subject and comparable land sales one, two, three and four are arrayed on the next page in the Direct Sales Comparison Grid.

DIRECT LAND COMPARISON GRID

ITEM	SUBJECT	COMPARABLE 1		COMPARABLE 2		COMPARABLE 3		COMPARABLE 4	
SALE DATE	01/31/13	06/14/12		07/01/11		04/04/12		10/07/09	
PROXIMITY		4.2 miles NW		13 miles SE		14.8 miles SE		4 lots NE	
SALE PRICE		$ 471,772		$ 760,000		$ 282,660		$ 325,000	
FINANCING		Cash		Cash Equival		Cash Equival		Conventional	
SIZE/SQ FT	209,284 SF	269,636 SF		239,580 SF		92,458 SF		130,680 SF	
	DESCRIPTION	DSCPTN	± ADJ	DSCPTN	± ADJ	DSCPTN	± ADJ	DSCPTN	± ADJ
ADJ $/SQ FT			1.75		3.17		3.06		2.49
MARKET CONDITION			- 06%		- 15%		- 08%		- 33%
ADJ $/SQ FT			**1.65**		**2.69**		**2.82**		**1.67**
FINANCING			nil		nil		nil		nil
ADJ $/SQ FT			**1.65**		**2.69**		**2.82**		**1.67**
TIME ADJUST			nil		nil		nil		nil
ADJ $/SQ FT			**1.65**		**2.69**		**2.82**		**1.67**
LOCATION	RAMSEY BUNKER/AZURITE	ELK RV GATEWAY RD	nil	FRIDLEY HICKORY ST	- 10%	BLAINE 103TH CT	- 20%	RAMSEY SUNFISH LK BLVD	nil
ADJ $/SQ FT			**1.65**		**2.42**		**2.26**		**1.67**
ZONING	E-1	I-3	nil	M-4	nil	I-1	nil	E-1	nil
SIZE/SQ FT	209,284	269,636	nil	239,580	nil	92,458	- 10%	130,680	- 05%
UTILITY	AVERAGE	AVERAGE	nil	AVERAGE	nil	AVERAGE	nil	AVERAGE	nil
UTILITIES	ALL CITY	WELL/SEP	+ 25%	ALL CITY	nil	ALL CITY	nil	ALL CITY	nil
APPEAL	AVERAGE	AVG/FR	+ 05%	AVERAGE	nil	AVERAGE	nil	AVERAGE	nil
ADJUSTMENTS			+ 30%		nil		- 10%		- 05%
IND VAL/SQ FT			2.15		2.42		2.03		1.59

CORRELATION OF THE LAND SALES COMPARISON APPROACH

The subject property was compared to the preceding four land sales. These sale properties are considered to be the best available for comparison to the subject property and are considered to be an accurate reflection of the current demand for these types properties.

Comparable sales one and three are about equally most recent. Comparable sale two is least adjusted and most similar in size. Comparable sale three is most proximate but is the oldest sale.

The direction of adjustments is mixed; subject is bracketed. The range in price indicated by the forgoing adjustment analysis is from $1.59 to $2.42 per square foot. The midpoint of the range is $2.01 per square foot and the average is $2.05 per square foot. The median sale price is $2.09 per square foot.

In consideration of the data presented and after analysis and adjustment of the previously reported comparable sales, we have estimated a value of $2.00 per square foot of the land size for the subject property.

209,284 Sq Ft (Land Size) X $2.00 (Value/Sq Ft) = $ 418,568

INDICATED VALUE BY DIRECT LAND COMPARISON APPROACH (ROUNDED):

$ 419,000

SECTION 29
RECONCILIATION AND FINAL VALUE ESTIMATE

Indicated Value of Subject by the Cost Approach	**Not Estimated**
Indicated Value of Subject by the Income Approach	**Not Estimated**
Indicated Value of Subject by the Direct Sales Comparison Approach	**$ 419,000**

The Cost Approach will not be used to estimate value, because there are no structural improvements to the subject property. This appraisal is of the subject vacant land.

The Income Approach will not be used to estimate value, because vacant land is seldom purchased for income production.

The Direct Sales Comparison Approach is believed to offer a good indication of value since it reflects current decisions of buyers in the marketplace. All weight is placed on the direct sales comparison approach.

ESTIMATED VALUE OF SUBJECT PROPERTY	$ 419,000
ROUNDED	**$ 420,000**

FIRREA STATEMENT

As per FIRREA bulletin #94-55, last updated June 7, 1994, the OCC, FRB, FDIC and OTS have agreed to reduce the original FIRREA supervisory appraisal standards from 14 to 5. The accompanying appraisal **does** meet or exceed the following FIRREA Standards:

1. Complies with Uniform Standards for Professional Appraisal Practice (USPAP).

2. Is sufficiently written and informative to support the institution's lending decision.

3. Analysis, deductions and/or discounts are appropriately discussed, when necessary.

4. Is based on the definition of Market Value as stated earlier in this appraisal.

5. This appraisal was performed by a State licensed or Certified appraiser.

MARK R. SCHWAB

Certified General Real Property Appraiser

Formal Education

Hennepin Technical College (Appraisal)	Eden Prairie, Minnesota
Anoka Technical College (Electrician)	Anoka, Minnesota
Harding High School	Saint Paul, Minnesota

Professional Education

14th Annual Market Trends	2012	Appraisal Institute
13th Annual Market Trends	2011	Appraisal Institute
USPAP Update	2011	Appraisal Institute
Analyzing Tenant Credit Risk	2011	Appraisal Institute
Architectural Tour - Target Field	2010	Appraisal Institute
Appraising Distressed Comm. RE	2009	Appraisal Institute
Supporting Capitalization Rates	2009	Appraisal Institute
Subdivision Valuation	2009	Appraisal Institute
USPAP Update	2009	Appraisal Institute
RE Finance, Statistics & Valuation	2008	Appraisal Institute
Appraising for Alternate Use	2008	Appraisal Institute
Office Building Valuation	2008	Appraisal Institute
USPAP Update	2007	Appraisal Institute
USPAP Update	2005	Appraisal Institute
Subdivision Valuation	2005	Appraisal Institute
Evaluating Commercial Construction	2005	Appraisal Institute
2004 Real Estate Trends	2004	Appraisal Institute
RE Investmt Analysis & Valuation I	2004	Appraisal Institute
RE Investmt Analysis & Valuation II	2004	Appraisal Institute
USPAP Update	2003	Appraisal Institute
DNR Appraisal Changes	2002	Department of Natural Resources
USPAP Update	2002	Prosource
Appraisal Consulting	2002	Appraisal Institute
Real Estate Trends	2002	Appraisal Institute
Damages: Assessment and Testimony	2001	McKissock Data Systems
Appraiser as Expert Witness	2001	McKissock Data Systems
2001 USPAP Review	2000	Prosource
Investment & Financial Analysis	2000	Prosource
2000 USPAP Review	1999	The Appraisal Foundation
Instructor Training	1999	The Appraisal Foundation
1999 USPAP Standards & Ethics Update	1998	Prosource
Basic Financial Training	1998	Prosource
Independent Contractor or Employee?	1998	Prosource
Business Planning for Appraisal Prof	1998	Prosource
Office and Retail Appraisal	1996	Prosource
Advanced Yield Capitalization	1996	Prosource
URAR Report (1993 Rev) Seminar	1994	Prosource
Market Data by Abstraction, Part 2	1994	MN Assoc of Prof Appraisers
Environmental Hazards	1994	MN Assoc of Prof Appraisers
Direct Capitalization, Part Two	1994	MN Assoc of Prof Appraisers
New Construction, Residential-1	1993	MN Assoc of Prof Appraisers
Retail and Shopping Center Trends	1993	MN Assoc of Prof Appraisers
Minnesota DNR Lakeshore Sales	1993	MN Assoc of Prof Appraisers
Direct Capitalization, Part One	1993	MN Assoc of Prof Appraisers
Principals of Market Abstraction	1993	MN Assoc of Prof Appraisers
Standards of Professional Practice	1992	Hennepin Technical College
Residential Real Estate Appraisal	1992	Hennepin Technical College
Commercial Blueprint Readings	1988	Anoka Technical College
Residential Blueprint Reading	1986	Anoka Technical College

Professional History

Real Estate Appraiser	1994-Present	State of Minnesota
Real Estate Appraiser	1998-2003	Western Wisconsin
Real Estate Appraiser	1992-1994	East Central Minnesota
Electrical Inspector; Honeywell	1979-1991	Minneapolis, Minnesota

Affiliations

Minnesota Association of Real Estate Appraisers
Minnesota Association of Professional Appraisers

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Anoka County
Minnesota

Property Account Summary

Current General Information	
Property ID	27-32-25-42-0015
Situs Address	14280 AZURITE ST NW , RAMSEY, MN 55303
Property Description	LOT 1 BLOCK 1 SUNFISH LAKE BUSINESS PARK 4TH, SUBJ TO EASE OF REC
Last Sale Price	
Last Sale Date	
Last Sale Document Type	
Linked Property Group Position	
Status	Active
Abstract/Torrens	All Torrens

Parties	
Role	Name
Owner	RAMSEY CITY OF

Document Recording Process Dates	
Abstract Documents Have Been Recorded Through	01/25/2013
Abstract Documents Have Been Mailed Through	01/25/2013
Torrens Documents Have Been Recorded Through	01/24/2013
Torrens Documents Have Been Mailed Through	01/24/2013

Active Certificates Of Title		
Type	Certificate Number	Certificate Date
CRTST CERTIFICATE OF TITLE - STANDARD	97074	10/22/2002
CRTST CERTIFICATE OF TITLE - STANDARD	113700	08/18/2008

Documents Recorded Within 30 Days Of "Recorded Through" Dates Above			
Type	Abstract/Torrens	Recorded Number	Recorded Date
No Documents Found			

Property Characteristics	
Lot Size	SE300*699*280*763

* Lot Size: Approximate lot size in feet, clockwise beginning with the direction the lot faces

Tax District Information	
City Name	RAMSEY
School District Number and Name	ANOKA-HENNEPIN SCHOOL DISTRICT #11

Property Classification		
Tax Year	Classification	
2012	5E-Exempt Properties	
2011	5E-Exempt Properties	

Property Values		
Tax Year	Description	Amount
2013	Est Market (MKTTL)	339,000
2013	Taxable Market (TMTV)	339,000
2013	Market Value Prior to Hstd Excl. (TMVP)	339,000
2013	Est Market Land (MKLND)	339,000
2012	Market Value Prior to Hstd Excl. (TMVP)	376,500
2012	Taxable Market (TMTV)	376,500

2012	Est Market (MKTTL)	376,500
2011	Taxable Market (TMTV)	395,900
2011	Est Market (MKTTL)	395,900

Tax Amounts for M1PR

Tax Year	Description	Amount
2012	Total Tax Amounts - Before Payments	0.00
2012	Special Assessments (Included in Total)	0.00

Payment History for Past Three Years

Date Paid	Tax Year	Principal	Interests, Penalties and Costs	Amount Paid
No Payment Records Found				

No Charges are currently due.

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PROPERTY PROFILE: CITY OF RAMSEY

NUMBER: 27
ADDRESS: 14280 AZURITE ST NW
PID: 273225420015
LEGAL: Lot 1, Block 1, Sunfish Lake Business Park Fourth Addition, Anoka County, Minnesota
ACRES: 4.80
VALUATION: $376,500
ZONING: E1 Employment District
MUSA: Yes
GIS IMAGE:

DESCRIPTION: The subject property is located on the north side of Azurite Street and the east side of Bunker Lake Boulevard. This property is zoned Employment District, it is surrounded by manufacturing, and is part of the Sunfish Lake Business Park. The City acquired the subject property from Waste Management in 1991.

WETLAND: No reason to use property for wetland banking. There are no issues with stormwater/ drainage that would make this property unusable; or, effect adjacent properties.

City of Ramsey

COMMUNITY PROFILE

BACKGROUND:

Located in the Twin Cities Metro, the City of Ramsey enjoys many of the amenities of a large city while retaining the benefits of a small community.

EDA

Ramsey EDA
The primary objective of the Economic Development Commission is to aid, assist and promote the growth and expansion of commercial, retail and industrial development in the City of Ramsey.

Quick Facts

DEMOGRAPHICS:

- 2010 Population 23,668 (23% increase, #1 in Anoka)
- Median Household Income: 76,560
- Unemployment: 8.6%

LABOR MARKET:

- Labor Force: 14,577
- Over 10,000 peoples between ages 20-49 (over 50%)
- 2,000 manufacturing jobs in 2011 (30.5%)
- Over 600 existing businesses & non-profit organizations

EDUCATION:

- Over 50 universities located within 50 miles (Anoka Technical College)

UTILITIES:

- Electric Provider: Connexus Energy
- Gas Provider: CenterPoint Energy
- Water/Sewer: City of Ramsey

Source: Minnesota Department of Employment and Economic Development, 2012

City of RAMSEY

Patrick Brama, Management Analyst

PHONE: 763-433-9903 **EMAIL:** pbrama@ci.ramsey.mn.us
ADDRESS: 7550 Sunwood Drive, Ramsey, MN 55303

Full Community Details (Ramsey, Minnesota)

People	
Population	24,097
Labor Force	14,664
Job Growth Rate	25.04%
Unemployment Rate	7.45%
Median Age	34.32

Labor Force	
Bachelors Degree or higher	26.73%
High School Degree or higher	94.35%
White Collar Workers	51%
Blue Collar Workers	48%
Universities in Community	0
Universities in Community + 50 miles	53
Community Colleges in Community	1
Community Colleges in Community + 50 miles	12

Budgets	
Household Expenditures (Average)	64,639
Household Income (Median)	81,357
Home Values	233,600

Transportation	
Commute Travel Time (minutes)	29
International Airports in Community	0
International Airports in Community + 50 miles	1
Domestic Airports in Community	0
Domestic Airports in Community + 50 miles	1
Distance to Interstate (miles)	4
Distance to Rail (miles)	In Community
Latitude	45.2618587751
Longitude	-93.4493853035

Overview

The City of Ramsey is a northwestern Twin Cities metropolitan city that has much to offer to businesses, residents and visitors. Ramsey is currently involved in developing an exciting transit oriented project called Ramsey Town Center that will include housing, commercial, office and mixed use elements. US Trunk Highway 10, which is the fastest growing corridor in the State of Minnesota and second fastest in the nation, runs through the heart of Ramsey and possesses great development potential. The City of Ramsey is bordered entirely on the south and east by the scenic beauty of the Mississippi and Rum Rivers. Many parks and an extensive trail system are readily accessible to residents, visitors and the workforce. Ramsey is an exciting community that has unlimited potential.

Population

1990 Census	12,408
2000 Census	18,510

Electricity

Provider Name	Connexus Energy
Phone	763-323-2650
Website	www.connexusenergy.com
Contact	Connexus Energy
Contact Phone	763-323-2650

Natural Gas

Provider Name	CenterPoint Energy Minnegasco
Phone	612-372-4664
Website	www.minnegasco.centerpointenergy.com
Contact	CenterPoint Energy
Contact Phone	612-372-4664

Labor Force Report (Ramsey, Minnesota)

Total Establishments
588

Total Employees
6,524

Total Establishments by Size (2012)	TOTAL	%
1-4 Employees	327	55.61
5-9 Employees	111	18.88
10-19 Employees	70	11.90
20-49 Employees	53	9.01
50-99 Employees	17	2.89
100-249 Employees	7	1.19
250-499 Employees	3	0.51
500-999 Employees	0	0.00
1000+ Employees	0	0.00

Total Employees by Major SIC (2012)	TOTAL	%
Agricultural, Forestry, Fishing (SIC Range 01-09)	108	1.66
Mining (SIC 10-14)	0	0.00
Construction (SIC 15-17)	658	10.09
Manufacturing (SIC 20-39)	2,047	31.38
Transportation and Communications (SIC 40-49)	507	7.77
Wholesale Trade (SIC 50-51)	359	5.50
Retail Trade (SIC 52-59)	1,043	15.99
Finance, Insurance And Real Estate (SIC 60-69)	245	3.76
Services (SIC 70-89)	1,393	21.35
Public Administration (SIC 90-98)	143	2.19
Unclassified (SIC 99)	21	0.32

Total Businesses by Establishment Type (2012)	TOTAL	%
Agriculture, Forestry and Fishing	2	0.34
Agricultural Services	18	3.06
Coal and Ore Mining	0	0.00
Oil and Gas	0	0.00
General Construction	32	5.44
Heavy Construction	67	11.39
Food Manufacturing	0	0.00
Tobacco Manufacturing	0	0.00
Textile Mills	1	0.17
Apparel and Textile Manufacturing	2	0.34
Lumber and Wood Production	3	0.51
Furniture Manufacturing	1	0.17
Paper Manufacturing	3	0.51
Printing and Publishing	5	0.85
Chemicals	0	0.00
Petroleum Refining	1	0.17
Rubber and Plastics	2	0.34
Leather Manufacturing	0	0.00
Stone, Glass, and Concrete	0	0.00
Metals Fabrication	11	1.87
Machinery and Equipment Manufacturing	47	7.99
Transportation	9	1.53
Travel Services	1	0.17
Transport Services	1	0.17
Communications	3	0.51
Utilities	4	0.68
Durables Wholesale	32	5.44
Non Durables Wholesale	7	1.19
Building Materials, Hardware and Garden	16	2.72
General Merchandise Stores	4	0.68
Food Markets	3	0.51
Convenience Stores	5	0.85
Other Food Stores	1	0.17
Auto Dealers and Gas Stations	24	4.08
Clothing Stores	3	0.51
Furniture Stores	8	1.36
Home Furnishings	4	0.68
Electronics and Computer Stores	3	0.51
Music Stores	0	0.00
Restaurants	11	1.87
Other Food Service	8	1.36
Bars	0	0.00
Drug Stores	1	0.17

Total Employees by Establishment Type (2012)	TOTAL	%
Agriculture, Forestry and Fishing	51	0.78
Agricultural Services	57	0.87
Coal and Ore Mining	0	0.00
Oil and Gas	0	0.00
General Construction	164	2.51
Heavy Construction	494	7.57
Food Manufacturing	0	0.00
Tobacco Manufacturing	0	0.00
Textile Mills	5	0.08
Apparel and Textile Manufacturing	2	0.03
Lumber and Wood Production	60	0.92
Furniture Manufacturing	10	0.15
Paper Manufacturing	114	1.75
Printing and Publishing	29	0.44
Chemicals	0	0.00
Petroleum Refining	5	0.08
Rubber and Plastics	60	0.92
Leather Manufacturing	0	0.00
Stone, Glass, and Concrete	0	0.00
Metals Fabrication	201	3.08
Machinery and Equipment Manufacturing	1,561	23.93
Transportation	49	0.75
Travel Services	2	0.03
Transport Services	2	0.03
Communications	23	0.35
Utilities	431	6.61
Durables Wholesale	238	3.65
Non Durables Wholesale	121	1.85
Building Materials, Hardware and Garden	113	1.73
General Merchandise Stores	6	0.09
Food Markets	76	1.16
Convenience Stores	86	1.32
Other Food Stores	2	0.03
Auto Dealers and Gas Stations	183	2.81
Clothing Stores	13	0.20
Furniture Stores	86	1.32
Home Furnishings	27	0.41
Electronics and Computer Stores	8	0.12
Music Stores	0	0.00
Restaurants	184	2.82
Other Food Service	122	1.87
Bars	0	0.00
Drug Stores	4	0.06

Liquor Stores	4	0.68	Liquor Stores	25	0.38
Specialty Stores	12	2.04	Specialty Stores	98	1.50
Catalog and Direct Sales	1	0.17	Catalog and Direct Sales	10	0.15
Banks and Financial Institutions	12	2.04	Banks and Financial Institutions	102	1.56
Insurance Carriers	0	0.00	Insurance Carriers	0	0.00
Insurance Agents and Brokers	11	1.87	Insurance Agents and Brokers	61	0.94
Real Estate	20	3.40	Real Estate	82	1.26
Hotels and Lodging	2	0.34	Hotels and Lodging	33	0.51
Dry Cleaning and Laundry	2	0.34	Dry Cleaning and Laundry	22	0.34
Beauty and Barber Shops	6	1.02	Beauty and Barber Shops	37	0.57
Other Personal Service	5	0.85	Other Personal Service	12	0.18
Advertising	1	0.17	Advertising	60	0.92
Computer Services	5	0.85	Computer Services	18	0.28
Other Business Services	33	5.61	Other Business Services	282	4.32
Auto Repair/Services	21	3.57	Auto Repair/Services	108	1.66
Miscellaneous Repair Services	11	1.87	Miscellaneous Repair Services	23	0.35
Motion Pictures	5	0.85	Motion Pictures	5	0.08
Entertainment and Recreation Services	9	1.53	Entertainment and Recreation Services	161	2.47
Health and Medical Services	18	3.06	Health and Medical Services	165	2.53
Hospitals	2	0.34	Hospitals	6	0.09
Legal Services	1	0.17	Legal Services	2	0.03
Primary and Secondary Education	3	0.51	Primary and Secondary Education	248	3.80
Colleges and Universities	0	0.00	Colleges and Universities	0	0.00
Social Services	2	0.34	Social Services	6	0.09
Child Care Services	6	1.02	Child Care Services	36	0.55
Museums and Zoos	1	0.17	Museums and Zoos	2	0.03
Membership Organizations	15	2.55	Membership Organizations	81	1.24
Professional Services	20	3.40	Professional Services	83	1.27
Government	5	0.85	Government	143	2.19
Unclassified Establishments	10	1.70	Unclassified Establishments	21	0.32

Total Employees by Occupation (2012)		
	TOTAL	%
Executive, Managers, and Administrators	665	10.19
Business and Financial Operations	235	3.60
Computer and Mathematical Occupations	113	1.73
Architecture and Engineering	206	3.16
Life/Physical/Social Science Occupations	36	0.55
Community and Social Services	53	0.81
Legal	25	0.38
Education/Training/Library	231	3.54
Health Diagnosing and Treating Practitioners	78	1.20
Health Technologists/Technicians	37	0.57
Healthcare Support	42	0.64
Protective Services	50	0.77
Food Preparation/Serving	211	3.23
Building and Grounds Maintenance	230	3.53
Personal Care and Service	160	2.45
Sales	743	11.39
Office and Administrative Support	817	12.52
Farming/Fishing/Forestry	61	0.94
Construction and Extraction	535	8.20
Installation/Maintenance and Repair Workers	270	4.14
Production Workers	1,183	18.13
Transportation Workers	203	3.11
Material Moving	237	3.63

Source: Applied Geographic Solutions, 2012

Demographics Report (Ramsey, Minnesota)

Population (2012)	TOTAL
Population (2012)	24,097

Population (2017)	TOTAL
Population (2017)	25,047

Sex (2012)	TOTAL	%
Male	12,111	50.26
Female	11,986	49.74

Sex (2017)	TOTAL	%
Male	12,567	50.17
Female	12,480	49.83

Age Distribution (2012)	TOTAL	%
0-4	1,752	7.27
5-9	1,825	7.57
10-19	3,812	15.82
20-29	2,867	11.9
30-39	3,437	14.26
40-49	3,839	15.93
50-59	3,395	14.09
60-64	1,341	5.57
65+	1,829	7.59

Age Distribution (2017)	TOTAL	%
0-4	1,764	7.04
5-9	1,755	7.01
10-19	3,779	15.09
20-29	3,275	13.08
30-39	3,286	13.12
40-49	3,462	13.82
50-59	3,673	14.66
60-64	1,627	6.5
65+	2,426	9.69

Race Distribution (2012)	TOTAL	%
White	21,812	90.52
Black	748	3.1
American Indian	128	.53
Asian	635	2.64
Pacific Islander	6	.02
Other	30	.12
Multirace	738	3.06
Hispanic	624	2.59

Race Distribution (2017)	TOTAL	%
White	21,931	87.56
Black	951	3.8
American Indian	179	.71
Asian	769	3.07
Pacific Islander	6	.02
Other	44	.18
Multirace	1,167	4.66
Hispanic	750	2.99

Total Households (2012)	TOTAL	%
Households	8,135	
Families	6,565	80.7

Total Households (2017)	TOTAL	%
Households	8,368	
Families	6,745	80.6

Household Income Distribution (2012)	TOTAL	%
<$10 K	80	.98
$10-$20K	279	3.43
$20-$30K	246	3.02
$30-$40K	443	5.45
$40-$50K	583	7.17
$50-$60K	687	8.44
$60-$75K	1,139	14
$75-$100K	1,939	23.84
> $100K	2,739	33.67

Household Income Distribution (2017)	TOTAL	%
<$10 K	77	.92
$10-$20K	221	2.64
$20-$30K	262	3.13
$30-$40K	361	4.31
$40-$50K	429	5.13
$50-$60K	536	6.41
$60-$75K	914	10.92
$75-$100K	1,907	22.79
> $100K	3,661	43.75

Labor Force Status (2012)	TOTAL	%
Labor Force	14,664	
Employed	13,557	92.45
Unemployed	1,093	7.45
In Armed Forces	14	
Not In Labor Force	3,518	

Labor Force Status (2017)	TOTAL	%
Labor Force	15,551	
Employed	14,670	94.33
Unemployed	865	5.56
In Armed Forces	16	
Not In Labor Force	3,700	

Total Number of Housing (2012)	TOTAL	%
Total Dwellings	8,399	
Owner-Occupied Dwellings	7,382	90.74
Renter-Occupied Dwellings	753	9.26
Housing Units Occupied	8,135	96.86

Total Number of Housing (2017)	TOTAL	%
Total Dwellings	8,617	
Owner-Occupied Dwellings	7,452	89.05
Renter-Occupied Dwellings	916	10.95
Housing Units Occupied	8,368	97.11

Education Attainment (2012)		
	TOTAL	%
Population Age 25+	15,300	
< Grade 9	389	2.54
Grade 9-12	476	3.11
High School	4,164	27.22
Some College	4,144	27.08
Assoc Degree	2,038	13.32
Bach Degree	3,127	20.44
Grad Degree	962	6.29

Education Attainment (2017)		
	TOTAL	%
Population Age 25+	16,020	
< Gr 9	409	2.55
Gr 9-12	500	3.12
High School	4,368	27.27
Some College	4,343	27.11
Assoc Degree	2,137	13.34
Bach Degree	3,259	20.34
Grad Degree	1,004	6.27

Size of Household (2012)		
	TOTAL	%
1 Person	1,122	13.79
2 Person	2,701	33.2
3 Person	1,560	19.18
4 Person	1,644	20.21
5 Person	726	8.92
6+ Person	245	3.01

Size of Household (2017)		
	TOTAL	%
1 Person	1,159	13.85
2 Person	2,784	33.27
3 Person	1,604	19.17
4 Person	1,686	20.15
5 Person	744	8.89
6+ Person	245	2.93

Source: Applied Geographic Solutions, 2012

Consumer Spending Report (Ramsey, Minnesota)

Consumer Expenditures (2012)		
$ PER HOUSEHOLD		TOTAL $000'S
Apparel		
Totals:	$3,081	$25,069
Men's Apparel	$592	$4,824
Boys' Apparel	$149	$1,213
Women's Apparel	$1,015	$8,258
Girls' Apparel	$209	$1,703
Infants Apparel	$139	$1,138
Footwear	$473	$3,848
Apparel Services and Accessories	$502	$4,086
Education		
Totals:	$1,607	$13,079
Books And Supplies	$225	$1,838
Tuition	$1,381	$11,240
Entertainment		
Totals:	$3,661	$29,786
Fees And Admissions	$987	$8,037
Video And Audio Equipment	$1,229	$10,004
Recreational Equipment And Supplies	$1,443	$11,745
Food and Beverages		
Totals:	$9,692	$78,847
Food At Home	$4,895	$39,822
Food Away From Home	$4,042	$32,889
Alcoholic Beverages	$754	$6,136
Health Care		
Totals:	$3,771	$30,680
Health Care Insurance	$1,821	$14,814
Health Care Services	$907	$7,385
Health Care Supplies And Equipment	$1,042	$8,482
Household Furnishings		
Totals:	$2,982	$24,259
Household Textiles	$206	$1,677
Furniture	$824	$6,704
Floor Coverings	$106	$867
Major Appliances	$333	$2,713
Housewares And Small Appliances	$1,511	$12,298
Shelter		
Totals:	$12,502	$101,709
Mortgage Interest	$5,404	$43,968
Property Taxes	$2,289	$18,627
Miscellaneous Owned Dwelling Costs	$1,730	$14,080
Rental Costs	$2,297	$18,687
Other Lodging	$780	$6,347
Household Operations		
Totals:	$2,415	$19,646
Babysitting And Elderly Care	$564	$4,593
Household Services	$434	$3,534
Alimony And Child Support	$344	$2,802
Household Supplies	$1,071	$8,717
Miscellaneous Expenses		
Totals:	$1,055	$8,588
Legal And Accounting	$127	$1,039
Funeral And Cemetery	$117	$953
Finance Charges Excluding Mortgage And Vehicle	$680	$5,534
Other Miscellaneous Expenses	$130	$1,063

Consumer Expenditures (2012), Cont'd		
$ PER HOUSEHOLD		TOTAL $000'S
Personal Care		
Totals:	$932	$7,585
Hair Care	$71	$586
Electric Personal Care Appliances	$18	$150
Personal Care Services	$624	$5,080
Personal Care Products	$217	$1,769
Reading		
Totals:	$210	$1,716
Newspapers	$90	$735
Magazines	$43	$352
Books	$77	$629
Tobacco		
Totals:	$379	$3,088
Cigarettes	$341	$2,779
Other Tobacco Products	$38	$309
Transportation		
Totals:	$13,150	$106,980
New Vehicle Purchase	$3,586	$29,173
Used Vehicle Purchase	$1,992	$16,206
Motorcycles (New And Used)	$99	$806
Vehicle Finance Charges	$632	$5,141
Gasoline And Oil	$2,878	$23,418
Vehicle Repair And Maintenance	$1,002	$8,156
Vehicle Insurance	$1,456	$11,847
Public Transportation	$754	$6,141
Other Transportation Costs	$748	$6,092
Utilities		
Totals:	$4,322	$35,160
Natural Gas	$607	$4,942
Electricity	$1,559	$12,686
Fuel Oil And Other Fuels	$164	$1,342
Telephone Service	$1,481	$12,054
Other Utilities	$508	$4,137
Gifts		
Totals:	$1,753	$14,261
Gifts Of Apparel	$348	$2,836
Gifts Of Apparel Accessories	$43	$353
Gifts Of Education	$351	$2,856
Gifts Of Recreation	$119	$969
Gifts Of Food And Beverages	$164	$1,338
Gifts Of Household Furnishings And Equipment	$286	$2,330
Gifts Of Household	$73	$598
Gifts Of Transportation	$96	$788
Gifts Elsewhere Unspecified	$269	$2,193
Personal Insurance		
	$685	$5,574
Contributions		
	$2,435	$19,813

Source: Applied Geographic Solutions, 2012

Report provided by the State of Minnesota http://statemn.zoomprospector.com

Gmail by Google

Mark Schwab< mrsinc55@gmail.com>

Restricted appraisal order

1 message

Patrick Brama< pbrama@ci.ramsey.mn.us> Tue, Jan 22, 2013 at 5:27 PM
To: "Mrsinc55@gmail.com" <Mrsinc55@gmail.com>

Mark,

Per our phone conversation--

We are a "go" for a restricted appraisal on the City owned commercial property in Ramsey. The City was quoted $1,200 dollars, and is expecting a reply in the next 3-4 weeks.

I sent the specs in a different email, located off Azurite, 4.8 acres (about).

Thanks,

Patrick Brama
City of Ramsey
763-433-9903
Sent from my iPhone

REGISTERED ABSTRACTERS, INC.
2115 NORTH THIRD AVENUE
ANOKA, MN 55303

TO: Bill Goodrich
2140 Fourth Avenue N
Anoka, MN 55303
Bill Goodrich

YOUR FILE NUMBER: CITY OF RAMSEY
OUR FILE NUMBER: A11-08015
LEGAL DESCRIPTION: Lot 1, Block 1, Sunfish Lake Business Park Fourth Add.
DATE: 08/08/2011

PLEASE FIND THE FOLLOWING ATTACHED:

X	*Our Statement*
	Tract check
X	*Owners & Encumbrance Report*
	Abstract of Title
	Registered Property Abstract
	Name Searches
X	*Copies of Documents*

SPECIAL INSTRUCTIONS:

BY: Karri B
Registered Abstracters, Inc.

Remit Payment To:
Registered Abstracters, Inc.
2115 North Third Avenue
Anoka, MN 55303

INVOICE

Billed To:
Bill Goodrich
2140 Fourth Avenue N
Anoka, MN 55303

Invoice Date: August 8, 2011
Please Pay Before: August 19, 2011
Our File Number: A11-08015
Your Reference Number: CITY OF RAMSEY

Property:
14280 Azurite Street NW
Ramsey, MN 55303
Anoka County

Brief Legal: Lot 1, Block 1, Sunfish Lake Business Park Fourth Add.

DESCRIPTION	AMOUNT
O&E Report Service Fee	125.00
Invoice Total Amount Due	**$ 125.00**

ATTN: Bill Goodrich
PIN No.: 27-32-25-42-0015

(A11-08015.PFD/A11-08015/1)

REGISTERED ABSTRACTERS, INC.

REPORT OF RECORD OWNERSHIP AND ENCUMBRANCES

File Number: A11-08015

Legal Description: Lot 1, Block 1, Sunfish Lake Business Park Fourth Addition, Anoka County, Minnesota

Torrens Property - Certificate Number: 113700 (Covers Additional Land)
PIN #: 27-32-25-42-0015

I. Registered Abstracters, Inc. does hereby certify that as of the **26th day of July, 2011, at 8 A.M.** the records in the office of the Registrar of Titles in and for Anoka County, Minnesota, discloses as grantee in the last recorded conveyance to the above captioned property by **Limited Warranty Deed** recorded on **November 19, 2001, as Document No. 384535** the following:

The City of Ramsey, a Minnesota municipal corporation

II. The above captioned property appears to be subject to the following Recitals:

Subject to drainage and utility easements as shown on the plat, Sunfish Lake Business Park Fourth Addition, filed as Document No. 493539.001 on November 28, 2007.

Subject to County of Anoka the Right of Access onto County State Aid Highway No. 116 as shown on the plat, Sunfish Lake Business Park Fourth Addition, filed as Document No. 493539.001 on November 28., 2007.

Subject to drainage and utility easements as shown on the plat, Sunfish Lake Business Park Second Addition, filed as Document No. 484366.001 on September 7, 2005.

Subject to drainage and utility easements as shown on the plat, Sunfish Lake Business Park, filed as Document No. 408857 on October 9, 2007.

III. The above captioned property appears to be subject to the following encumbrances:
(SEE ATTACHED DOCUMENTS)

DOCUMENT NUMBER	DOCUMENT TYPE	FILED DATE
*308554	Easement	March 11, 1998
*308555	Declaration	March 11, 1998
*308557	Agreement	March 11, 1998
*493598.004	Agreement	December 5, 2007

*Governing Documents are not attached. Copies will be provided upon Request at an additional charge.
Also subject to assessments, if any, and any easements of record.

REGISTERED ABSTRACTERS, INC.

BY_____

(Authorized Signature)

KB

This report is an Ownership and Encumbrance Report, which only cites matters appearing in the public records of Anoka County, Minnesota and is not to be construed as an Opinion of Title. Registered Abstracters, Inc. disclaims any liability for errors or omissions.

File Number: A11-08015

REGISTERED ABSTRACTERS, INC. CERTIFIES that it has made a search of the records in the office of the County Recorder in and for Anoka County, Minnesota, and finds no unsatisfied notices of Internal Revenue Tax Liens for the last eleven years, no unsatisfied notices of State Tax Liens, no unsatisfied notices of Federal Judgments for the last twenty years, and no Bankruptcy Proceedings filed or recorded in said office against the names hereon, between the dates set opposite the respective names, except as shown herein.

REGISTERED ABSTRACTERS, INC. FURTHER CERTIFIES that it has made a search of the Judgment Lien Docket in the following named Courts.

District Court, Tenth Judicial District, Anoka County, MN,
County Court, Tenth Judicial District, Anoka County, MN,

and finds no unsatisfied judgments appearing therein against the names hereon between the dates set opposite the respective names, except as shown hereof.

No search made as to the parties the middle initial of whose name is other than as stated below.

NAMES	DATES	
The City of Ramsey, a Minnesota Municipal Corporation	July 25, 2000	July 26, 2011

REGISTERED ABSTRACTERS, INC.

BY _____
(Authorized Signature)

KB

CERTIFICATE OF REAL ESTATE TAXES

REGISTERED ABSTRACTERS, INC., CERTIFIES that it has made a search of the General Tax Books of Anoka County, Minnesota for taxes assessed against the following described lands:

Same land as described at caption hereof.

and according to the Current General Tax Books maintained by the Anoka County Treasurer for real estate taxes payable in the year **2011** are listed below:

Pin #:	**27-32-25-42-0015**
Municipality:	**Ramsey**
Homestead Credit:	**EXEMPT**
Special Assessments:	**NONE**
TOTAL TAXES AND ASSESSMENTS:	**EXEMPT**

and said company further certifies there are no Delinquent real estate taxes or unredeemed Tax Judgment Certificates against the above described property according to the Anoka County Auditor except as follows:

NONE

LIMITED WARRANTY DEED (Corporation or Partnership to Corporation or Partnership)

384535

1621212

No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. Nov 19, 20 01

Maureen J. Devine
County Auditor

By
Deputy

State Deed Tax Due Hereon: $ 5471.15

Date: November 14, 2001

(reserved for recording date)

FOR VALUABLE CONSIDERATION, Waste Management of Minnesota, Inc., a Minnesota Corporation, a Corporation under the laws of Minnesota, Grantor, hereby conveys and quitclaims to The City of Ramsey, a Municipal Corporation, under the Laws of the State of Minnesota, real property in Anoka County, Minnesota, described as follows:

See Attached Legal Description

Together with all hereditaments and appurtenances belonging thereto, subject to: (a)Covenants, conditions, easements and restrictions of record, particularly, as created by the Landfill Cleanup Agreement between Waste Management of Minnesota, Inc. and The Commissioner of the Minnesota Pollution Control Agency pursuant to Minn. Stat. 115B.39-115B.46; (b) Encroachments, if any, which do not interfere with Purchaser's use and enjoyment of the Property; (c) General real estate taxes and installments of special assessments due after the date of closing; (d) Declaration of Restrictions and Covenants made October 15, 1997 by Waste Management of Minnesota, Inc. and recorded in Abstract March 11, 1998 as Document No. 1326784 and as registered in Torrens as Document 308555, which Declaration provides in pertinent part that the Minnesota Pollution Control Agency shall have access to the Property, the Owner shall cooperate with clean-up efforts, and that no new or additional drinking water wells shall be installed in or on the Property without the written approval of the Commissioner and the Minnesota Department of Health. This deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property EXCEPT: NONE

Check if applicable:
( ) The Seller certifies that the seller does not know of any wells on the described real property.
(x) A well disclosure certificate accompanies this document.
(x) I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

WASTE MANAGEMENT OF MINNESOTA, INC.,
a Minnesota Corporation

Gregory J. Mika
Senior Real Estate Project Manager

STATE OF ILLINOIS)
) SS:
COUNTY OF DU PAGE)

The foregoing was acknowledged before me this 14 day of November, 2001, by Gregory J. Mika the Senior Real Estate Project Manager of Waste Management of Minnesota, Inc. a Minnesota Corporation, a Corporation under the laws of Minnesota, on behalf of the corporation.

Deborah Nendick

"OFFICIAL SEAL"
DEBORAH NENDICK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/10/2002

3-10-02

This Instrument Was Drafted By:

Gregory J. Constantino
GOLDSTINE, SKRODZKI, RUSSIAN
NEMEC & HOFF, LTD
The Prairie Building
835 McClintock Drive
Burr Ridge, IL 60521

Tax Statements for the real property described
In this instrument should be sent to:

The City of Ramsey
15153 Northern Blvd. NW
Ramsey, Minnesota 55303

REGISTERED ABSTRACTORS, INC.
[illegible] Third Avenue
Anoka, MN 55303
T01-10255

EXHIBIT "A"

Tract A and C, Registered Land Survey No. 189

AND ALSO

The Northeast Quarter of the Southeast Quarter, Section 27, Township 32, Range 25, EXCEPT the following described three tracts:

1. The East 500 feet of that part of said Northeast Quarter of the Southeast Quarter lying South of the North 750 feet of said Northeast Quarter of the Southeast Quarter, as measured along the north and east line of said Northeast Quarter of the Southeast Quarter.

2. The South 250 feet of the North 750 feet of the East 871 feet of said Northeast Quarter of the Southeast Quarter, as measured along the east and north line of said Northeast Quarter of the Southeast Quarter.

3. That part of Parcel 4, ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 1, lying north of Parcel 5, said plat. That part of Parcel 4, ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 1, lying south of Parcel 5, said plat.

TOGETHER WITH EASEMENTS FOR ROAD PURPOSES OVER THE NORTH 33 FEET AND OVER THE EAST 93 FEET OF:

The South 250 feet of the North 750 feet of the East 871 feet of the N 1/2 of the Southeast 1/4 of Section 27, Township 32 North of Range 25, West

AND

The East 500 feet of the South 200 feet of the Northeast Quarter of the Southeast Quarter of Section 27, Township 32 North of Range 25.

Together with an easement for road purposes over the East 63 feet as reserved in Warranty Deed filed as Doc. #87586 on October 16, 1975 over the East 500 feet of the NE 1/4 of the SE 1/4 of Section 27, Township 32 North of Range 25 West EXCEPT the South 400 feet and except the North 750 feet.

AND

The North 200 feet of the South 400 feet of the East 500 feet of the NE 1/4 of the SE 1/4 of Section 27, Township 32 North of Range 25 West.

AND ALSO

The East 500 feet of the South 200 feet (as measured along the East and South lines respectively) of the Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4) of Section numbered Twenty-seven (27), Township Thirty-Two (32) North of Range Twenty-five (25) West.

CONTINUED....

AND ALSO

That part of Government Lot 3, Section 26, Township 32, Range 25 that is described as follows: Beginning at a point on the west line of said Government Lot 3, 220 feet south to the northwest corner thereof proceeding thence south along said west line to a point which is 802 feet south of the northwest corner of said Lot 3 proceeding then east and parallel to the north line of said Government Lot 3 to the shore of Sunfish Lake proceeding thence northerly along the shore of Sunfish Lake to a point east of the point of beginning herein as measured on a line parallel with the north line of said Lot 3 proceeding thence west and parallel to the north line of said Government Lot 3 to the point of beginning. Except Parcel 8, Anoka County Highway Right-of-Way Plat No. 1.

AND ALSO

Government Lot 1, Section 26, Township 32, Range 25, EXCEPT that part described as follows: Beginning at the northwest corner of said Section; thence south 280 feet along the westerly section line; thence east at right angles to the shore of Sunfish Lake: thence northerly along said shoreline to the north line of said Section; thence westerly along said north line to the point of beginning. Also EXCEPT that part described as follows: Beginning at a point on the west line of said Government Lot 280 feet south of the northwest corner of said Section; thence south along said west line 255 feet; thence east at right angle 485.55 feet more or less to the shoreline of Sunfish Lake; thence northeasterly along said shoreline to its intersection with a line drawn at right angle to said west line from the point of beginning; thence west along said line 665.36 feet more or less to the point of beginning except that part platted as Anoka County Highway Right-of Way Plat No. 1.

AND ALSO

That part of Government Lot 3, Section 26, Township 32, Range 25 described as follows: Commencing at the northwest corner of Government Lot 3 and proceeding thence south along the west line of Government Lot 3 a distance of 220 feet; thence east and parallel to the south line of Government Lot 3 to the shore of Sunfish Lake; thence northwesterly along the shore of Sunfish Lake to the north line of Government Lot 3; thence west along the north line of Government Lot 3 to the point of beginning; except a strip for road described in Book 60 of Deeds, Page 86 and also except that part platted as Anoka County Highway Right-of-Way Plat No. 1.

TORRENS

Receipt # 1110913/5575.15 ☐ Certified Copy Date Mailed
Date/Time: Nov 19, 16:30 ☐ Tax Liens / Releases
Doc. Order 1 of 1 ☐ Multi-Co Doc Tax Pd
✓ by: Recordability: QK ☑ Transfer ☐ New Desc.
Filing Fees: ~~$99.00~~ 46.00 ☐ Division ☐ GAC
Well Certificate Received this Date: 11/19/01 ☐ Status ☐ Def. Spec
Refund Rect # ____ (130th) ☐ Other ☐ No Change
Notes: DS Form
From Cert. # See below C # of New Certs.: 2 Comp. Entry ____
Tract Typed ____ Updated: ____/____ Comp. Complete ____

BK 266 PG 61560 NO 61560
266 94440 94440

266 62641 62641
266 94441 94441

DOCUMENT NO. 384535.0 TORRENS

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE FOR RECORD ON NOV 19 2001 AT 4:30 PM AND WAS DULY RECORDED. FEES AND TAXES IN THE AMOUNT OF $5575.15 PAID.

RECEIPT NO. 2001110913
MAUREEN J. DEVINE
ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES
GKE
BY ____
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

ABSTRACT

Receipt # 111069 16/30 ☐ Certified Copy Date Mailed
Date/Time: 11/19, 16:30 ☐ Tax Liens / Releases
Doc. Order 1 of 1 ☐ Multi-Co Doc Tax Pd
✓ by: Pins: QK ☑ Transfer ☐ New Desc.
Recordability / Delqs: QK ☐ Division ☐ GAC
Filing Fees: 30.00 ☐ Status ☐ Def. Spec
Well Certificate Received this Date: ____ ☐ Other ☐ No Change
Anoka County Recorder
Notes: DS Form

DOCUMENT NO. 1621212.0 ABSTRACT

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE FOR RECORD ON NOV 19 2001 AT 4:30 PM AND WAS DULY RECORDED. FEES AND TAXES IN THE AMOUNT OF $30.00 PAID.

RECEIPT NO. 2001110916
MAUREEN J. DEVINE
ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES
GKE
BY ____
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

51

384535.0 TORRENS
REGISTERED ABSTRACTERS
2115 3RD AVE N
ANOKA, MN 55303

FILE IN TORRENS

PROPERTY PROFILE: CITY OF RAMSEY

NUMBER: 27
ADDRESS: 14280 AZURITE ST NW
PID: 273225420015
LEGAL: Lot 1, Block 1, Sunfish Lake Business Park Fourth Addition, Anoka County, Minnesota
ACRES: 4.80
VALUATION: $376,500
ZONING: E1 Employment District
MUSA: Yes
GIS IMAGE:

DESCRIPTION: The subject property is located on the north side of Azurite Street and the east side of Bunker Lake Boulevard. This property is zoned Employment District, it is surrounded by manufacturing, and is part of the Sunfish Lake Business Park. The City acquired the subject property from Waste Management in 1991 and is subject to various environmental restrictions due to its proximity to the landfill.

WETLAND: No reason to use property for wetland banking. There are no issues with stormwater/ drainage that would make this property unusable; or, effect adjacent properties.

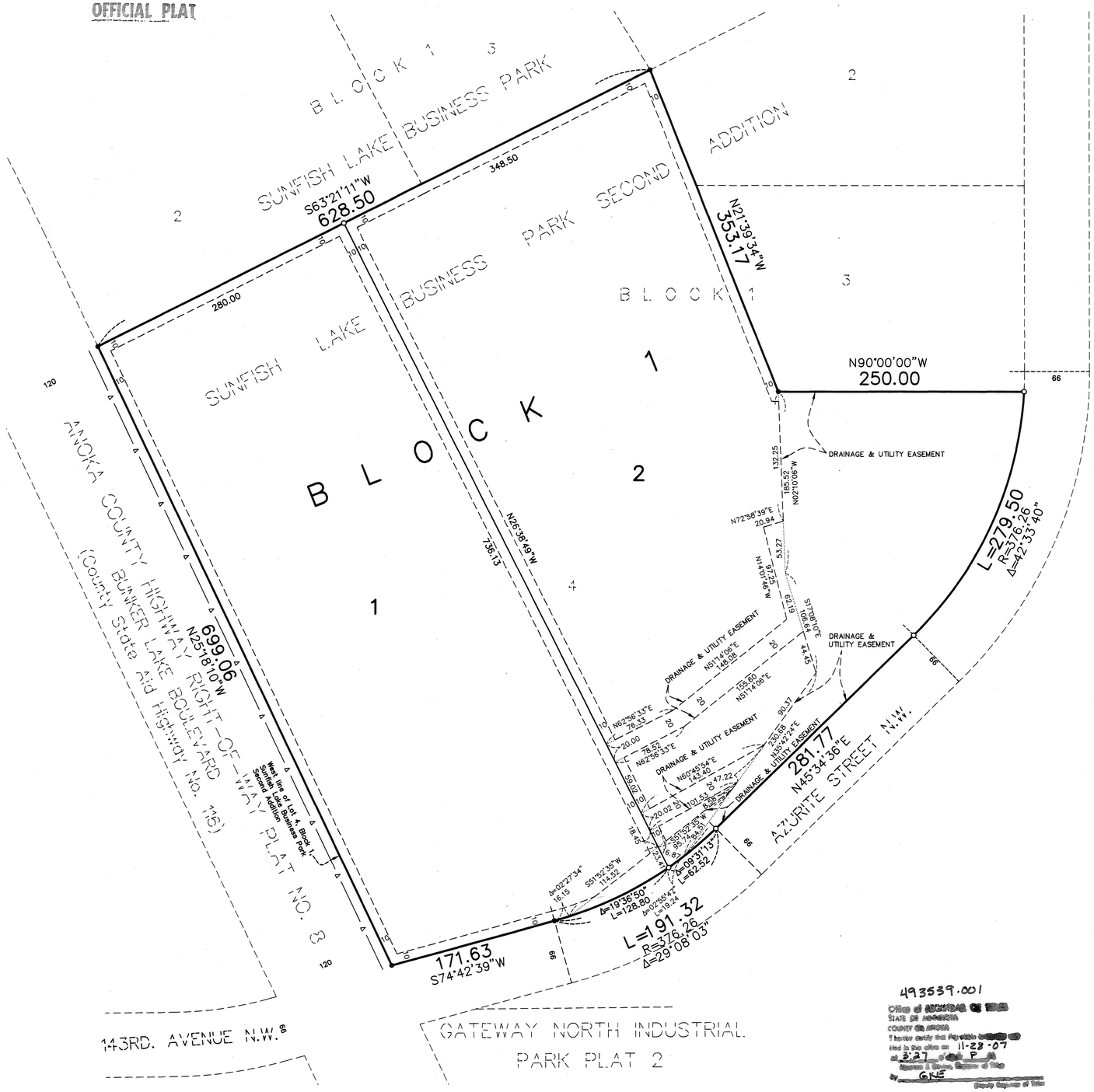
MAINTENANCE: There is no maintenance.

Bk 21 of Toms Pg 5

SUNFISH LAKE BUSINESS PARK FOURTH ADDITION

CITY OF RAMSEY
COUNTY OF ANOKA
SECTION 27, T. 32, R. 25

OFFICIAL PLAT



KNOW ALL PERSONS BY THESE PRESENTS that the City of Ramsey, a Minnesota Municipal Corporation, fee owner of the following described property situated in the County of Anoka, State of Minnesota, to wit:

Lot 4, Block 1, SUNFISH LAKE BUSINESS PARK SECOND ADDITION, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as SUNFISH LAKE BUSINESS PARK FOURTH ADDITION and does hereby dedicate to the public for public use forever the drainage and utility easements as shown on this plat. Also dedicating the right of access onto County State Aid Highway No. 116 to the County of Anoka as shown on this plat. In witness whereof said City of Ramsey, a Minnesota Municipal Corporation, has caused these presents to be signed by its Mayor and City Clerk, and its corporate seal to be hereunto affixed this 28th day of NOVEMBER, 2007.

CITY OF RAMSEY

Thomas Gamec as Mayor

JoAnn M. Thieling as City Clerk

STATE OF MINNESOTA, COUNTY OF Anoka

The foregoing instrument was acknowledged before me this 28th day of November, 2007 by Thomas Gamec, as Mayor, and JoAnn M. Thieling, as City Clerk of the City of Ramsey, a Minnesota Municipal Corporation, on behalf of the Municipal Corporation.

PAMELA JOY MILLER
Notary Public
Minnesota
My Commission Expires January 31, 2010

Notary Public, Minnesota
My Commission Expires January 31, 2010.

I hereby certify that I surveyed and platted or directly supervised the surveying and platting of the land described on this plat as SUNFISH LAKE BUSINESS PARK FOURTH ADDITION; this plat is a correct representation of the boundary survey; all mathematical data and labels are correctly designated; all monuments depicted on the plat have been or will be correctly set within one year; all water boundaries and wet lands as of this date, as defined in Minnesota Statutes 505.01, Subd. 3, are shown and labeled; and all public ways are shown and labeled.

Charles R. Christopherson, Land Surveyor
Minnesota Registration No. 18420

STATE OF MINNESOTA, COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this 26TH day of NOVEMBER, 2007 by Charles R. Christopherson, Land Surveyor.

LARRY K. AFFIELD
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

Notary Public, Minnesota
My Commission Expires January 31, 2010.

CITY OF RAMSEY

We hereby certify that the City Council of Ramsey, Anoka County, Minnesota, duly accepted and approved the plat of SUNFISH LAKE BUSINESS PARK FOURTH ADDITION at a regular meeting thereof held this 13TH day of NOVEMBER, 2007. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30 day period has elapsed without receipt of such comments and recommendations, as provided by Minn. Statutes, Section 505.03, Subd 2.

Thomas Gamec, as Mayor

JoAnn M. Thieling, as City Clerk

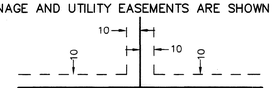
This plat of SUNFISH LAKE BUSINESS PARK FOURTH ADDITION was checked and approved by me this 28TH day of NOVEMBER, 2007.

Larry Holum, Anoka County Surveyor

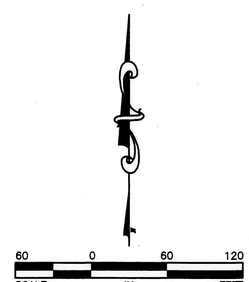
I HEREBY CERTIFY THAT THE CURRENT AND DELINQUENT TAXES ON THE LANDS DESCRIBED WITHIN ARE PAID AND THE TRANSFER IS ENTERED Nov 28, 2007
MAUREEN J. DEVINE
PROPERTY TAX ADMINISTRATOR
BY
DEPUTY PROPERTY TAX ADMINISTRATOR

493539.001
Office of REGISTRAR OF TITLES
STATE OF MINNESOTA
COUNTY OF ANOKA
I hereby certify that the ... was filed in the office on 11-28-07 at 3:27 o'clock P.M.
... Registrar of Titles
By GKS
Deputy Registrar of Titles

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 10 feet in width and adjoining lot lines and street lines unless otherwise shown on the plat.



Scale: 1 inch = 60 feet

For the purposes of this plat the west line of Lot 4, Block 1, SUNFISH LAKE BUSINESS PARK SECOND ADDITION is assumed to bear North 25°18'10" West.

- o Denotes 1/2 inch by 14 inch iron monument set and marked with Minnesota License No. 18420.
- • Denotes iron monument found
- —▵— Denotes right of access dedicated to the County of Anoka

$56.00

Hakanson Anderson Assoc., Inc.

493539.001

Record ID 1873794

THIS DOCUMENT NUMBER REPRESENTS A PLAT

MUNICIPALITY: Ramsey CERTIFIED BY: sfre ON _____

MAP # 3798 PLAT BOOK: 21 OF Torns PAGE 5

DOC. DATE: 11/28/07 NO. OF PAGES: 1 TRACT BOOK: _____ PAGE _____

PLAT SHORT NAME: Sunfish Lake Business Park 4

LONG NAME: Sunfish Lake Business Park Fourth Addition

A/T	PARENT PINS	RES	GRANTORS (Fees, C/Ps, Mortgagees)
T	27 32 25 42 0013	N	Ramsey City of

FILED BY: Title Reg. Abstractors PHONE: 763 427 3012

TAXPAYER NAME: Ramsey City of

ADDRESS: 7550 Sunwood Dr

CITY: Ramsey STATE: MN ZIP: 55303

NEW PARCELS

LOT	BLOCK	LOT	BLOCK	LOT	BLOCK
1	1				
2					

DELQ & CURRENT TAXES ARE PAID: INITIALS: sfre DATE: 11/28/07

DIV. NO.: _____

ANOKA COUNTY MINNESOTA

Document No.: 493539.001 TORRENS

I hereby certify that the within instrument was filed in this office for record on: 11/28/2007 3:27:00 PM

Fees/Taxes In the Amount of: $56.00

MAUREEN J. DEVINE

Anoka County Property Tax Administrator/Recorder/Registrar of Titles

GKE, Deputy

Record ID: 1873794

The Economic Development Authority and City of Ramsey, Minnesota

Business Subsidy Policy
Tax Abatement Policy
Tax Increment Policy

Dated January 13, 2009

Prepared by The City of Ramsey

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APPENDIX III: BUSINESS SUBSIDY REPORTING FORM .....

1. City and EDA of Ramsey Business Subsidy Policy

The following business subsidy criteria are intended to satisfy the requirements of Minnesota Statutes, §§116J.993 through 116J.995 (the "Act"). The term "City" means the City of Ramsey. The term "project" means the property with respect to which the business subsidy is provided.

A. MANDATORY CRITERIA

All projects must comply with the following criteria:

1. *But For Test*. There is a substantial likelihood that the project would not go forward without the business subsidy.
2. *Wage Policy*. If the project results in the creation of any jobs, the wage for each part-time and full-time job created must be, within two years of the date assistance is received (as defined in the Act), at least equal to 70% of the most recent median wage figure for the Twin City 7 County Metro County as published by the Minnesota Department of Employment and Economic Development or such greater amount as the City may require for a specific project.
3. *Economic Feasibility*. The recipient must demonstrate to the satisfaction of the City that it has adequate financing for the project and that the project will be completed in a timely fashion.
4. *Compliance with Act*. The business subsidy from the City must satisfy all requirements of the Act.
5. *Minimum Subsidy Amount*: Financial assistance in the form of a business subsidy of $25,000 or more; and business loans and guarantees of $75,000, must be reported to the Department of Employment and Economic Development. A public hearing is only required if the business subsidy is greater than $150,000.

B. POLICY

1. The City recognizes that the creation of good paying jobs is a desirable goal which benefits the community. Nevertheless, not all projects assisted with subsidies derive their public purposes and importance solely by virtue of job creation. In addition, the imposition of high job creation requirements and high wage level requirements may be unrealistic and counter-productive in the face of larger economic forces of influence and the financial and competitive circumstances of an individual business. In determining the requirements for a project under consideration for a business subsidy, the determination of the number of jobs to be created and the wage levels therefore will be guided by the following principles and criteria:

a. The evaluation of projects will take into consideration the project's importance in and benefit to the community from all perspectives, including created or retained jobs.

b. If a particular project does not involve the creation of jobs, but is nonetheless found to be worthy of support and subsidy, assistance may be approved without any specific job or wage goals if permitted by applicable law.

c. In cases where the objective is the retention of existing jobs, the recipient of the subsidy will be required to provide evidence which demonstrates that the loss of those jobs is specific and demonstrable.

d. The setting of wage and job goals will be informed by (i) prevailing wage rates, (ii) local economic conditions, (iii) external economic forces over which neither the City nor the recipient of the subsidy has control, (iv) the financial resources of the recipient and (v) the competitive environment in which the recipient's business exists.

2. Because it is not possible to anticipate all the needs and requirements of every type of project and the ever-changing needs of the community and in order to retain the flexibility necessary to respond to all proposed projects, the City retains the right to approve projects and business subsidies which may vary from the principles and criteria set forth herein.

C. PROJECT EVALUATION CRITERIA

The project review and evaluation criteria are the following:

1. Jobs and Wages

a. *New Jobs*. The minimum net number of direct full time equivalent jobs to be created or retained by the proposed project for a period of at least two years from the estimated benefit date.

b. *Payroll*. The minimum annual net payroll (including employer contributions for health benefits) to be generated at the end of the second anniversary date of the estimated benefit date.

2. Tax Base

a. *Increase in Tax Base*. The net increase in property taxes estimated to be generated by the project in the second full year of operation.

3. Land Use

   a. *Compliance with Comprehensive or Other Plans.* Whether, apart from any needed services to the community described in section 5 below, the project is compatible with the comprehensive plan and permitted uses for the property.

   b. *Marginal Property*. Whether the project is located on property which needs but is not likely to be developed or redeveloped because of blight or other adverse conditions of the property. For example property may be so blighted that the cost of making land ready for redevelopment exceeds the property's fair market value.

   c. *Design and/or Other Amenities*. Whether, as a result of the business subsidy, the project will include design and/or amenity features not otherwise required by law. For example, the project may, at the request of the City, include landscaping, open space, public trails, employee work out facilities or day care facilities which serve a public purpose but are not required by law.

4. Impact on Existing and Future Public Investment

   a. *Utilization of Existing Infrastructure Investment*. Whether and to what extent (a) the project will utilize existing public infrastructure capacity and (b) the project will require additional publicly funded infrastructure investments.

   b. *Direct Monetary Return on Public Investment*. Arrangements made or to be made for the City to receive a direct monetary return on its investment in the project. For example, the business subsidy may be in the form of an interest bearing loan or may involve a project sharing arrangement.

5. Economic Development

   a. *Leveraged Funds*. For every dollar of business subsidy to be provided for the project, the minimum amount of private funds which will be applied towards the capital cost of the project.

   b. *Spin Off Development*. The dollar amount of non-subsidized development the project is expected to generate in the surrounding area and the need for and likelihood of such spin off development.

c. *Growth Potential*. Based on recipient's market studies and plans for expansion, whether and to what extent the project is expected within five years of its completion, be expanded to produce a net increase of full time equivalent jobs and of payroll, over and above the minimum net increase in jobs and payroll described in section 1 above.

6. Quality of Life

a. *Community Services*. Whether the project will provide services in the community and the need for such services. For example, the project may provide health services, retail convenience services such as a nearby grocery store, or social services needed in the community.

b. *Natural Environment*. Whether the project will add to, or detract from, the environment. It is a reflection of what is important to the community - clean air and water, beautiful scenery, recreational opportunities, and a strong desire to pass along these attributes to future generations.

7. Other

a. *Other Factors*. Depending on the nature of the project, such other factors as the City may deem relevant in evaluating the project and the business subsidy proposed for it.

D. ADDITIONAL CONSIDERATIONS

The City will give consideration to one or more of the issues listed below in determining whether to provide financial or other assistance to a project as a business subsidy:

1. The City may consider the requirements of any other business subsidy received, or to be received, from a grantor other than the City.
2. If the business subsidy is a guaranty, the amount of the business subsidy may be valued at the principal amount of the guaranteed payment obligation.
3. If the business subsidy is real or personal property, the amount of the subsidy will be the fair market value of the property as determined by the City.

4. If the business subsidy is received over time, the City may value the subsidy at its present value using a discount rate equal to an interest rate which the City determines is fair and reasonable under the circumstances.

As used herein "benefit date" means the date the business subsidy is received. If the business subsidy involves the purchase, lease, or donation of physical equipment, then the benefit date occurs when the recipient puts the equipment into service. If the business subsidy is for improvements to property, then the benefit date refers to the earliest date of either: when the improvements are finished for the entire project, or when a business occupies the property.

E. FINANCIAL ASSISTANCE NOT CONSIDERED A BUSINESS SUBSIDY

The following forms of financial assistance are not a business subsidy as per Minnesota Statutes, §§116J.993, Subd.3 and therefore do not require a public hearing:

1. A business subsidy of less than $150,000;
2. Assistance that is generally available to all businesses or to a general class of similar businesses, such as a line of business, size, location, or similar general criteria;
3. Public improvements to buildings or lands owned by the state or local government that serve a public purpose and do not principally benefit a single business or defined group of businesses at the time the improvements are made;
4. Redevelopment property polluted by contaminants as defined in section 116J.552, subdivision 3;
5. Assistance provided for the sole purpose of renovating old or decaying building stock or bringing it up to code and assistance provided for designated historic preservation districts, provided that the assistance is equal to or less than 50 percent of the total cost;
6. Assistance to provide job readiness and training services if the sole purpose of the assistance is to provide those services;
7. Assistance for housing;
8. Assistance for pollution control or abatement, including assistance for a tax increment financing hazardous substance subdistrict as defined under section 469.174, subdivision 23;
9. Assistance for energy conservation;
10. Tax reductions resulting from conformity with federal tax law;

11. Workers' compensation and unemployment insurance;
12. Benefits derived from regulation;
13. Indirect benefits derived from assistance to educational institutions;
14. Funds from bonds allocated under chapter 474A, bonds issued to refund outstanding bonds, and bonds issued for the benefit of an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended through December 31, 1999;
15. Assistance for a collaboration between a Minnesota higher education institution and a business;
16. Assistance for a tax increment financing soils condition district as defined under section 469.174, subdivision 19;
17. Redevelopment when the recipient's investment in the purchase of the site and in site preparation is 70 percent or more of the assessor's current year's estimated market value;
18. General changes in tax increment financing law and other general tax law changes of a principally technical nature;
19. Federal assistance until the assistance has been repaid to, and reinvested by, the state or local government agency;
20. Funds from dock and wharf bonds issued by a seaway port authority;
21. Business loans and loan guarantees of $150,000 or less; and
22. Federal loan funds provided through the United States Department of Commerce, Economic Development Administration; and
23. Property tax abatements granted under section 469.1813 to property that is subject to valuation under Minnesota Rules, chapter 8100.

Adopted by: Ramsey EDA / City Council

Date of Adoption: 11-13-08/1-13-09

Date of Public Hearing: 1-13-09

2. City and EDA of Ramsey Tax Abatement and Tax Increment Financing Policy

A. PURPOSE

The purpose of this policy is to establish the City's position relative to the use of Tax Abatement (§§469.1812 through §§469.1815) and Tax Increment Financing (§§469.174 through §§469.1799) (TIF), also referred to in this document as the *business assistance programs*, or *business assistance*. This policy shall be used as a guide in the processing and review of applications requesting the use of Tax Abatement and Tax Increment Financing. It is the expressed intent of the City to minimize the risk and amount of business assistance to a project and to leverage its public dollars to maximize private sector funding.

The City is granted the power to utilize the business assistance programs by Minnesota Statutes 2008 as cited. The fundamental purpose of the business assistance programs is to encourage desirable private development or redevelopment within the City that would not occur *but for* the assistance provided. Further information related to the States business assistance programs and links to State Statutes can be found at www.state.mn.us.

The City will approve or reject requests for business assistance on a case by case basis taking into consideration established policies, project criteria, and the project's demonstrated public purpose. Meeting all policy criteria does not guarantee approval of the requested business assistance. The City maintains its ability to approve or deny the request at its discretion.

B. PUBLIC PURPOSE OBJECTIVES

The City will consider the use of business assistance programs which demonstrate the achievement of one or more of the following public purpose objectives:

1. To encourage redevelopment of priority sites within the City as determined by the City Council and EDA.

2. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.

3. To enhance and/or diversify the City's economic base.

4. To encourage additional unsubsidized private (re)development.

5. To remove blight and/or encourage (re)development of commercial and industrial areas.

6. To assist in creating environmental sustainability.

7. To provide a diversity of family housing and alternative housing choices.

8. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.

9. To accomplish other public policies which may be adopted such as the promotion of quality urban or architectural design, energy conservation, and decreasing capital and/or operating costs of local government, or any of the following:

    - Utilization of architectural and landscaping techniques that will enable the components of the project to blend with the natural environment.
    - Mitigation of project impact on the natural environment.

C. POLICY POSITIONS

1. Business assistance shall be provided in a form that minimizes the risk of public participation.
2. Business assistance requests for up-front project financing through the sale of bonds or other internal sources may require personal guarantees of the developer. These requests shall be addressed on a case by case basis.
3. Business assistance shall not be provided for projects requiring land and/or building purchases at prices in excess of fair market value.
4. Business assistance shall not be provided to developers/projects that cannot adequately demonstrate an ability to complete the proposed project on time and on budget.
5. Assistance will be provided based on $25,000 per qualified job created as referenced in Section 1.A.2 in the Business Subsidy Policy unless a waiver is provided by the City Council.

D. PROJECT REQUIREMENTS

All projects requesting business assistance must demonstrate the following:

1. That the project is not financially feasible but-for the use of Revolving Loan Fund, Tax Abatement or Tax Increment Financing.
2. That the project will comply with all provisions set forth in Minnesota Statute chapters 116j.993 through 116j.995, as amended (Business Subsidies).

3. That the business assistance request complies with all provisions set forth in Minnesota Statutes 2008 chapters 469.1812 through 469.1815 as amended (Tax Abatement), and chapters 469.174 through 469.1799 as amended (Tax Increment Financing).
4. That the project is consistent with the City's comprehensive plan, land use plan, and zoning ordinances.

E. APPLICATION PROCESS

1. Applicant submits a Business Assistance Application (Exhibit A) to the EDA and/or City.
2. Staff reviews the application and completes the Application Review Worksheet (Exhibit B).
3. Staff uses results of the Worksheet to inform the EDA/City.
4. EDA reviews proposal, provides comments, and makes an advisory recommendation to the City Council on denial or approval of the request within 30 days.
5. If advisory approval is granted, staff prepares all necessary notices, resolutions and certificates.
6. City Council holds public hearing(s) on the proposed project to consider the advisory recommendation(s).
7. The City Council grants final approval or denies the request.

EXHIBIT A

BUSINESS ASSISTANCE APPLICATION

A. APPLICANT INFORMATION

Name of Corporation/Partnership _____

Address _____

Primary Contact _____

Address _____

Phone _____ Fax _____ E-mail _____

Type of business assistance requested (select one):

☐ Tax Abatement ☐ Tax Increment Financing ☐ Revolving Loan Fund ☐ Other

Have you been, or are you currently, involved in any bankruptcy proceedings or lawsuits related to other development projects with which you have been involved? If yes, please provide an explanation.

☐ Yes ☐ No

On a separate sheet, please provide the following:

- Brief description of the corporation/partnership's business, including history, principal product or service, etc**. Attach as Part 1**.
- List names of officers and shareholders/partners with more than five percent (5%) interest in the corporation/partnership. **Attach as Part 2**.
- Brief description of the proposed project. **Attach as Part 3**.
- A *but for* analysis and narrative. **Attach as Part 4**.
- Completed Revolving Loan Fund Application. **Attach as Part 5 if required.**

Attorney Name _____

Address _____

Phone _____ Fax _____ E-mail _____

Contractor Name _____

Address _____

Phone _____ Fax _____ E-mail _____

Engineer Name _____

Address _____

Phone _____ Fax _____ E-mail _____

Architect Name _____

Address _____

Phone _____ Fax _____ E-mail _____

B. PROJECT INFORMATION

The project will be: (Check all that apply)

- ☐ Industrial: (☐ New Construction ☐ Redevelopment/Rehab ☐ Expansion)
- ☐ Office/research facility: (☐ New Construction ☐ Redevelopment/Rehab ☐ Expansion)
- ☐ Commercial: (☐ New Construction ☐ Redevelopment/Rehab ☐ Expansion)
- ☐ Housing: (☐ New Construction ☐ Redevelopment/Rehab ☐ Expansion)
- ☐ Other _____

The project will be: ☐ Owner Occupied ☐ Leased Space

- If leased space, please attach a list of names and addresses of future tenants and indicate the status of commitments or lease agreements. **Attach as Part 5**.

Project Address _____

- Include Legal Description and PID number(s). **Attach as Part 6**.

Site Plan Attached: ☐ Yes ☐ No

Current Real Estate Taxes on Project Site:$_____

Estimated Real Estate Taxes Upon Completion: Phase I $_____
Phase II$_____
Phase III $_____
Total $_____

Construction Start Date: _____

Construction Completion Date: _____

If Phased Project: _____ % Completed in _____years
_____ % Completed in _____years
_____ % Completed in _____years

C. PUBLIC PURPOSE OBJECTIVES

It is the policy of the City and EDA of Ramsey that the business assistance should result in a public benefit as identified in items 1-10 below. Please indicate how the proposed project will accomplish this by checking the appropriate boxes. **Attach additional narrative as Part 7.**

- ☐ 1. To encourage redevelopment.
- ☐ 2. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.
- ☐ 3. To enhance and/or diversify the City's economic base.
- ☐ 4. To encourage additional unsubsidized private (re)development.
- ☐ 5. To remove blight and/or encourage (re)development of commercial and industrial areas.
- ☐ 6. To create housing opportunities.
- ☐ 7. To provide a diversity of housing.
- ☐ 8. To provide a variety of family housing ownership alternatives and housing choices.
- ☐ 9. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.
- ☐ 10. To accomplish other public policies which may be adopted such as the promotion of quality urban or architectural design, energy conservation, and decreasing capital and/or operating costs of local government.
    - Utilization of architectural and landscaping techniques that will enable the components of the project to blend with the natural environment.
    - Mitigation of project impact on the natural environment.

D. SOURCES & USES OF FUNDS

Attach additional information as Part 8

SOURCES	AMOUNT
Bank Loan	$ _____
Other Loans	$ _____
Owner Equity	$ _____
Fed Grant/Loan	$ _____
State Grant/Loan	$ _____
Industrial Development Bonds	$ _____
Tax Increment Financing	$ _____
Tax Abatement	$ _____
Revolving Loan Fund	$ _____
Other	$ _____
TOTAL	**$** _____

USES	AMOUNT
Land Acquisition	$ _____
Site Development	$ _____
Construction	$ _____
Machinery & Equipment	$ _____
Architectural/Engineering Fees	$ _____
Debt Service Reserve	$ _____
Contingencies	$ _____
Other	$ _____
TOTAL	**$** _____

Total Amount of business assistance requested from either Revolving Loan Fund, Abatement, Tax Increment Financing or another source: $_____

E. ADDITIONAL DOCUMENTATION AND CHECKLIST

Applicants will also be required to provide the following documentation.
All personal financial information will be kept private and confidential.

- ☐ 1. Written business plan or a description of the business, ownership/ management, date established, products and services, and future plans.
- ☐ 2. Financial statements for past two years, including profit and loss statements and balance sheets.
- ☐ 3. Two year financial projections.
- ☐ 4. Personal financial statements of all major shareholders (principals) including the most recent 2 years of tax returns. (If requested.)
- ☐ 5. Letter of commitment from other sources of financing, stating terms and conditions of their participation in the project.
- ☐ 6. Administrative fee of up to $5,000. In addition to defraying the cost of staff time, the fee will be used to pay costs associated with processing this request for financial assistance such as legal, engineering and financial analysis. The City reserves the right to stop the processing of the request until additional fees are paid should the original amount be insufficient to pay such costs. That portion which remains unspent, if any, will be returned only if the project is denied approval.
- ☐ 7. Attach the following documentation:
  - _____ Part 1 – Corporation/Partnership Description
  - _____ Part 2 – List of Shareholders/Partners
  - _____ Part 3 – Description of Project
  - _____ Part 4 – *But For* Analysis
  - _____ Part 5 – List of Prospective Lessees (If requested)
  - _____ Part 6 – Legal Description, Property Identification Numbers, maps of the project area, and project renderings
  - _____ Part 7 – Public Purpose Narrative
  - _____ Part 8 – Sources & Uses of Funds – Additional Information

The undersigned certifies that all information provided in this application is true and correct to the best of the undersigned's knowledge. The undersigned authorizes the City and EDA of Ramsey to check credit references, verify financial and other information, and share this information with other political subdivisions as needed. The undersigned also agrees to provide any additional information as may be requested by the City after the filing of this application.

Applicant Name _____ Date _____

By _____

Its _____

EXHIBIT B

BUSINESS ASSISTANCE REVIEW WORKSHEET

FOR COMMERCIAL/INDUSTRIAL PROJECTS

TO BE COMPLETED BY APPLICANT AND CITY STAFF

A. The project meets which of the following objectives as set forth in Section C of the Business Assistance policy:

- ☐ 1. To encourage redevelopment.
- ☐ 2. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.
- ☐ 3. To enhance and/or diversify the City's economic base.
- ☐ 4. To encourage additional unsubsidized private (re)development.
- ☐ 5. To remove blight and/or encourage (re)development of commercial and industrial areas.
- ☐ 6. To accomplish other public policies which may be adopted such as the promotion of quality urban or architectural design, energy conservation, and decreasing capital and/or operating costs of local government.
  - Utilization of architectural and landscaping techniques that will enable the components of the project to blend with the natural environment.
  - Mitigation of project impact on the natural environment.

B. Ratio of Private to Public Investment in Project:

$ _____ Private Investment
$ _____ Public Investment
_____ **Ratio Private : Public Financing**

	Points:
5:1	5
4:1	4
3:1	3
2:1	2
Less than 2:1	1

C. Job Creation:

_____ Net *new* jobs (minimum 40 hours per week) or fulltime equivalents

	Points:
50+	5
20+	4
10+	3
5+	2
Less than 2	1

D. Wage Level of jobs created:

Average hourly wage
Of *new* jobs _____

	Points:
Over $21/hour	5
$18-21/hour	4
$14-17/hour	3
$10-13/hour	2
Under $10/hour	1

E. Ratio Of Business Assistance To New Jobs Created: **Points:**

$ _____ Business assistance requested
_____ Number of net *new* jobs created
$ _____ **of business assist. per net *new* job created**

$5,000 or less	5
$15,000 or less	4
$25,000 or less	3
$50,000 or less	2
Over $75,000	1

F. Project size: **Points:**

The project will result in the construction of _____ square feet

75,000+	5
50,000+	4
25,000+	3
10,000+	2
5,000 or less	1

G. Type of Project: **Points:**

_____ 100% Owner Occupied	5
_____ Mix Owner Occupied & Investment	3
_____ Investment Property	1

H. Likelihood that the project will result in unsubsidized, spin-off development: **Points:**

_____ High	5
_____ Moderate	3
_____ Low	1

I. _____

Sub-Total Points _____ of a possible 35 points.

Bonus Points **Bonus Points:** _____

The project will be 100% *pay-as-you-go* financing.	3
The project is a redevelopment project.	3

Total Points: _____

Overall project analysis:	High	35 points
	Moderate	25 points
	Low	15 points
	Not Eligible	5 points

APPENDIX I
Business Subsidy Statute 2008

APPENDIX II
Sample Business Subsidy Agreement

APPENDIX III
Business Subsidy Reporting Form

ORDINANCE #13-08

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE AUTHORIZING THE CITY OF RAMSEY TO SELL/CONVEY LOT 1 BLOCK 1 SUNFISH LAKE BUSINESS PARK FOURTH ADDITION, SUBJECT TO EASEMENT OF RECORD, ANOKA COUNTY, MINNESOTA TO DIAMOND GRAPHICS, INC.

The City of Ramsey Ordains:

SECTION 1. PURPOSE

It is the purpose of this Ordinance to authorize the City of Ramsey to convey certain real property which property the City Council has determined is no longer necessary for the City's purposes. This chapter is adopted pursuant to and under the authority of Section 12.5 of the City Charter.

SECTION 2. SALE/CONVEYANCE AUTHORIZATION

The City Council hereby declares the following legally described real property owned by the City, as surplus property and authorizes said property to be conveyed/sold to DIAMOND GRAPHICS, INC. Said property is legally described as follows:

LOT 1 BLOCK 1 SUNFISH LAKE BUSINESS PARK FOURTH ADDITION, SUBJECT TO EASEMENT OF RECORD, ANOKA COUNTY, MINNESOTA

SECTION 3. TERMS OF SALE/CONVEYANCE

The City Council has by a properly enacted action determined the consideration and terms upon which the above-described property may be conveyed/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 9th day of April, 2013.

_____
Mayor Sarah Strommen

ATTEST:

_____
City Clerk Jo Ann M. Thieling

Introduction date:	March 26, 2013
Posting dates:	XXXXX
Adoption date:	XXXXX
Publication date:	XXXXX
Effective date:	XXXXX

City of Ramsey
Agenda
Regular City Council
Tuesday March 26, 2013
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

1. Call to Order

2. Presentation

1. Presentation: Metropolitan Council Representative Mr. Ed Reynoso
   Ramsey's representative on the Metropolitan Council, Mr. Ed Reynoso, would like to make a brief presentation, following-up on this evening's work session discussion.

2. Recognize Park and Recreation Commission Chair, Melody Shryock's Service to the Community, and her receipt of the Minnesota Recreation and Park Association Board and Commission Award

3. Staff would like to review the City's new Citizen Request Management (CRM) service with the Council and the public.
   Staff will make a presentation at the meeting. For reference, here is a link to the product: http://cityoframsey.com/requestandresponse. Attached is additional supporting information.

3. Citizen Input

4. Consent Agenda

1. Consider Revised Development Agreement and Development Permit for NORTHGATE ADDITION located at 7295 Sunwood Drive NW; Case of Northgate Church, Inc.

2. Adopt Resolution #13-03-063 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of March 7, 2013 through March 20

3. Adopt Resolution #13-03-065 To Approve A 2-Year Labor Agreement with the American Federation of State, County, and Municipal Employees (AFSCME)

4. Adopt Resolution 13-03-062 Proclaiming May 18, 2013 as Arbor Day and the Month of May as Arbor Month.

5. Adopt Resolution #13-03-060 Authorizing Final Payment to Knutson Construction for IP 10-22 Ramsey Municipal Parking Ramp, Phase II

6. Adopt Resolution #13-03-061 Authorizing Partial Payment to Julian M Johnson Construction Corp for IP 12-24; 2012 Storm Sewer Improvements Division B

7. Report from the Personnel Committee - March 12, 2013

1) Resolution to Hire a City Engineer and to Approve a Transition Period with the Engineering Consultant: *This case was approved by the City Council after the Personnel Committee made their recommendation earlier in the evening of March 12. No further action is necessary.*

2) Resolution to Approve a Two-Year Labor Agreement with LELS-Patrol and LELS-Sergeants: *Adopt Resolution #13-03-064 to Approve a Two-Year Labor Agreement with LELS-Patrol and LELS-Sergeants*

5. Approve Agenda

6. Public Hearing

7. Council Business

1. Consider Request for Local Contribution from MWF Properties for Apartment Development in The COR and Provide Staff Direction on Potential Sources

2. Select Architect and Approve Process for Elmcrest Park's Community Building

3. Consider Lease Agreement with East Side Oil Companies

4. Consider Offer to Purchase City Owned Property Located at 14280 Azurite Street NW (PORTIONS MAY BE CLOSED TO THE PUBLIC)

8. Mayor/Council/Staff Input

9. Adjournment

CC Regular Session **2. 1.**

Meeting Date: 03/26/2013

Information

Title:

Presentation: Metropolitan Council Representative Mr. Ed Reynoso

Background:

Ramsey's representative on the Metropolitan Council, Mr. Ed Reynoso, would like to make a brief presentation, following-up on this evening's work session discussion.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/21/2013 04:32 PM

Form Started By: Kathy Schmitz Started On: 03/21/2013 02:12 PM

Final Approval Date: 03/21/2013

CC Regular Session **2. 2.**

Meeting Date: 03/26/2013

Information

Title:

Recognize Park and Recreation Commission Chair, Melody Shryock's Service to the Community, and her receipt of the Minnesota Recreation and Park Association Board and Commission Award

Background:

Attachments

B and C Award

Pic 1 Melody Award

Pic 2 Melody Award

Pic 3 Melody Award

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/21/2013 04:00 PM

Form Started By: Mark Riverblood Started On: 03/21/2013 12:57 PM

Final Approval Date: 03/21/2013

MINNESOTA RECREATION AND PARK ASSOCIATION

2011 Professional Awards
Nomination Form

Nominee's/Agency's Information:

Award Category:	**Park & Recreation Board and Commission Award**				
Name:	Melody Shryock				
Address:	7550 Sunwood Drive NW	City:	Ramsey	Zip:	55303
Agency:	City of Ramsey Park and Recreation Commission				
Email:	mkshryock@juno.com	Work Phone:	612 423 5492		

Nominator's Information:

Name:	Mark Riverblood				
Address:	7550 Sunwood Drive NW	City:	Ramsey	Zip:	55303
Agency:	City of Ramsey				
Email:	mriverblood@ci.ramsey.mn.us	Work Phone:	763 238 1733		

Please write a paragraph detailing why you think the person is deserving of the award based on the award background and criteria. Also please be as detailed as possible in your narrative.

Ms. Melody Shryock is deserving of the MRPA Board and Commission Award for her leadership and advocacy for parks and recreation in the city of Ramsey and for the magnitude of capital improvements and new programs delivered in part by her effective, yet gentle persistence and presence.

Melody was appointed to the Commission a decade ago, and immediately her talents and experience in urban planning were apparent as the community began to prepare for, and design the city's master planned pedestrian oriented downtown, entitled 'The COR' (for City Of Ramsey, or Center Of Ramsey). Since then, these plans are coming to fruition, including the 2010 completion of the 7-acre, 3 million dollar park named 'The Draw' which includes a gorgeous lined storm water pond that also supplies the irrigation for the park, adjoining ballfield and amphitheater. Programming kicked off promptly with a diversity of concerts and events including a radio controlled boat show. The most recent event was this fall, with an end of programming Park Patron Picnic, where Chair Shryock organized the Commission to grill food for 350 residents while BOB FM broadcasted live from the amphitheater and announced the drawing of prizes concurrent with the Farmers Market (that is also at this shared location on Thursday evenings, and another new addition to the community).

Since being appointed to the Commission, then ascending to Vice-Chair, then by unanimous support of her colleagues to Chair; she steadfastly and patiently negotiated with developers for prudent park and trail dedications – both land and cash. Often deftly reframing matters; putting controversial topics in the proper perspective, effectively defusing highly-charged emotions – resulting in less confrontational discussions and more fully-considered decisions for the public benefit. A *partial* listing of the last decades' improvements and programs Melody, her Commissioners, and Council delivered to residents includes:

~ Ramsey's first all concrete skate park.
~ Ramsey's first off-leash park, with pet fountain and 3-acre irrigated fenced yard – paid for by charitable gambling proceeds.

~ Ramsey's first natural resource-based 11-acre park on a lake – funded and constructed in the first year of the Great Recession.
~ A wildly popular self-serve canoe and kayak system (FREE!) on Sunfish Lake.
~ Free public bicycle use for county residents at City Hall.
~ A 'net-lawn' irrigated athletic field that serves The COR residents, a charter school, and the youth athletic program, and doubles as overflow parking.
~ A quarter mile long boardwalk connecting the central portion of the city to the rest of the 40 + mile trail system.
~ Several playground renovations, including interpretive signage.
~ The addition of drinking fountains with pet attachments and 'misters' for parks with municipal water service.
~ An irrigated volunteer-run community garden – that reduces the city's maintenance cost for the city owned land.
~ A $400,000 architecturally grand pavilion at Ramsey's 45- acre premier park, paid for by the Lion's.
~ Significant additions to the Trott Brook Greenway through a $500,000 appropriation from the LCCMR for conservation and trail easements.
~ Continued progress on the Mississippi Trail including receiving a Federal grant to extend the trail from Anoka, west to the Regional Park in Ramsey.
~ A new boat landing and fishing pier on the Mississippi River in this same Regional Park.

Chair Shryock's contributions and accomplishments of course are many more than listed here, and continue. Melody is deserving of the Board and Commission Award for her unwavering leadership, and as an example of courageous public service. Even during the period when she was battling cancer (successfully), she remained engaged and committed to influencing public policy and the appropriate allocation of funding for park and recreational improvements.

Melody represents the embodiment of citizen public service – whether in the examples above, or for her contributions to larger community planning, the Comp Plan, Ramsey's Environmental Expo and other endeavors, opportunities and processes. During the local political campaign season she can be seen riding her bicycle on the trails and in neighborhoods, as a modern-day Town Crier – cheerfully delivering the message that parks and recreation are an *essential service*, and a critical part of Minnesota's high quality of life. Melody Shryock not only superbly 'talks the talk', she literally 'walks-the-walk'!

EXIT

Minnesota Recreation and Park Association

Award

Board and Commission

Presented To

MELODY SHRYOCK

For your contributions to public policies, financing, and delivery of high quality recreation and park services that have enriched the lives of the people in your community

2011

ELEVATOR ROOM

Minnesota Recreation and Park Association

Award

Board and Commission

MELODY SHRYOCK

CC Regular Session **2. 3.**

Meeting Date: 03/26/2013

Information

Title:

Staff would like to review the City's new Citizen Request Management (CRM) service with the Council and the public.

Background:

Staff will make a presentation at the meeting. For reference, here is a link to the product: http://cityofframsey.com/requestandresponse. Attached is additional supporting information.

Attachments

CRM Background Information

Internal Use of CRM

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/21/2013 03:48 PM

Form Started By: Patrick Brama Started On: 03/20/2013 02:43 PM

Final Approval Date: 03/21/2013

CRM

The following information is an overview of a new software system the City will be implementing over the coming months. The purpose of this system is to equip the City with the ability to track/manage customer requests along with a number of internal requests (i.e. IT HelpDesk and Building Maintenance). This software solution is known as citizen request management (CRM).

WHAT IS CRM?

CRM allows customers (internal or external) to make a request/inquiry online or over the phone. After a request is placed within the CRM program, both staff and the citizen have the ability to track the request. The party making a request receives an automated confirmation email. Requests are automatically routed to the appropriate staff person. If a request is not filled within a specified time period, staff is notified/reminded. CRM also includes the ability to list FAQs/Answers along with customer feedback surveys. CRM provides customers with the ability to contact the City and access FAQs/answers 24/7. Finally, CRM allows requests to be tagged with a location, pictures and attachments (documents).

WHAT ARE THE BENEFITS OF CRM?

CRM benefits citizens by providing transparency, ease-of-mind and professional customer service. CRM benefits the City by increasing efficiencies, increasing the quality of customer service provided by the City and by providing a method to better quantify/manage services provided by the City.

BACKGROUND, WHY IS THE CITY PURSUING CRM?

As part of the 2012 City Council Strategic planning process, pursing efficiencies and improving customer service through the use of technology was identified as a priority. Staff and Council discussed the potential use of Citizen Request Management (CRM) software as a solution. The City Council voted in late June to purchase CRM services from a company known as GovQA.

HOW DOES CRM WORK?

CRM is a software solution that City accesses remotely. Meaning, the software actually runs off an external server (i.e. a computer in Chicago). City employees are granted log in IDs/passwords (similar to Laserfiche/agenda quick). Employees have the ability to view the system on the back end (i.e. view the status of requests, respond to requests, run reports, add attachments, develop FAQs, etc.).

Citizens (along with employees) can use CRM via a portal located on the City website. This portal is where a citizen can submit/track a request and view FAQ/Answers. Minnetonka is a good example:
http://mygovhelpadmin.us/MINNETONKAMN/_cs/SupportHome.aspx

Employee Intranet HelpDesk

USER GUIDE

Purpose of this Communication

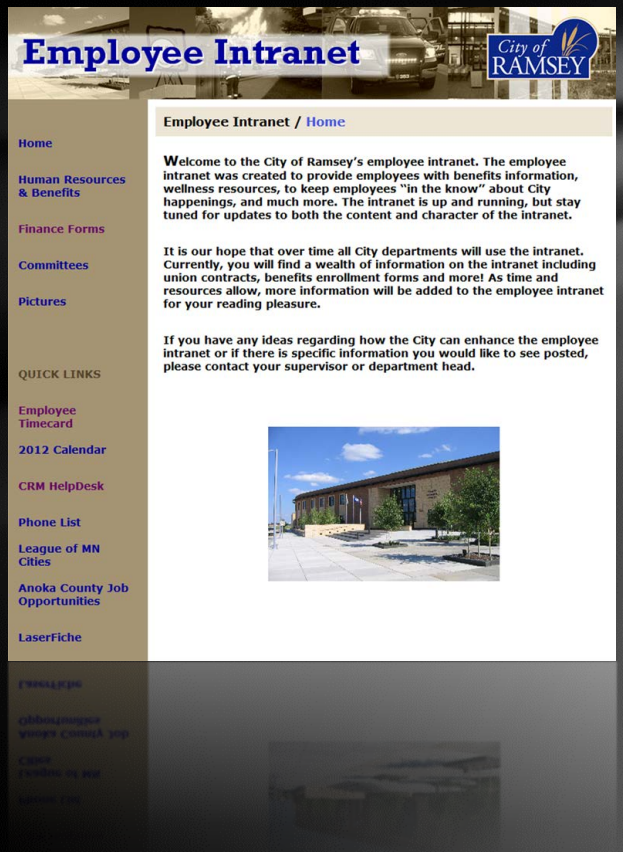
Provide direction on how to use the City's internal CRM product called: "**Employee Intranet HelpDesk**"

Reminder: the purpose of the "Employee Intranet HelpDesk" is to provide an avenue for Staff to submit IT and Building Maintenance service requests.

Step 1: Access Employee Intranet

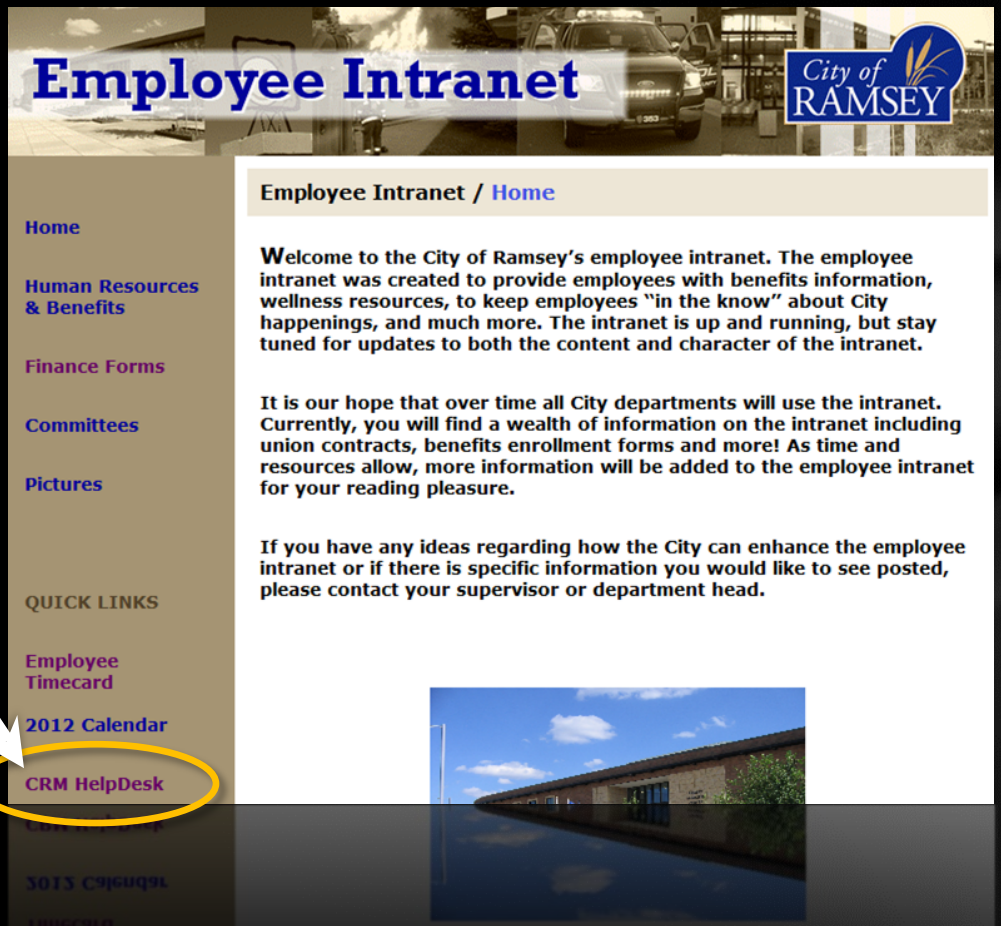
To access the "Employee Intranet HelpDesk" go to the City's Employee Intranet Site--

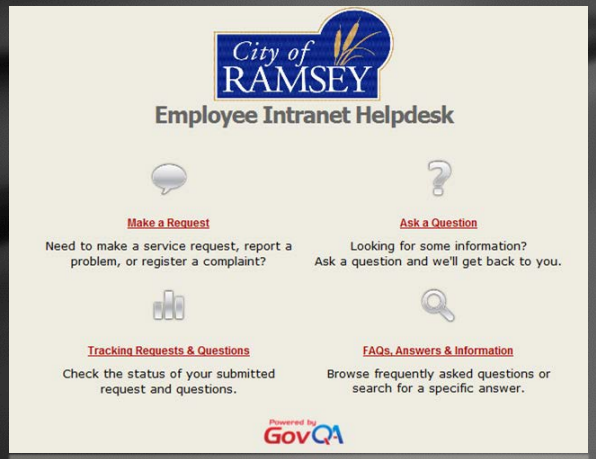
intranet.ci.ramsey.mn.us



Step 2: Access CRM HelpDesk

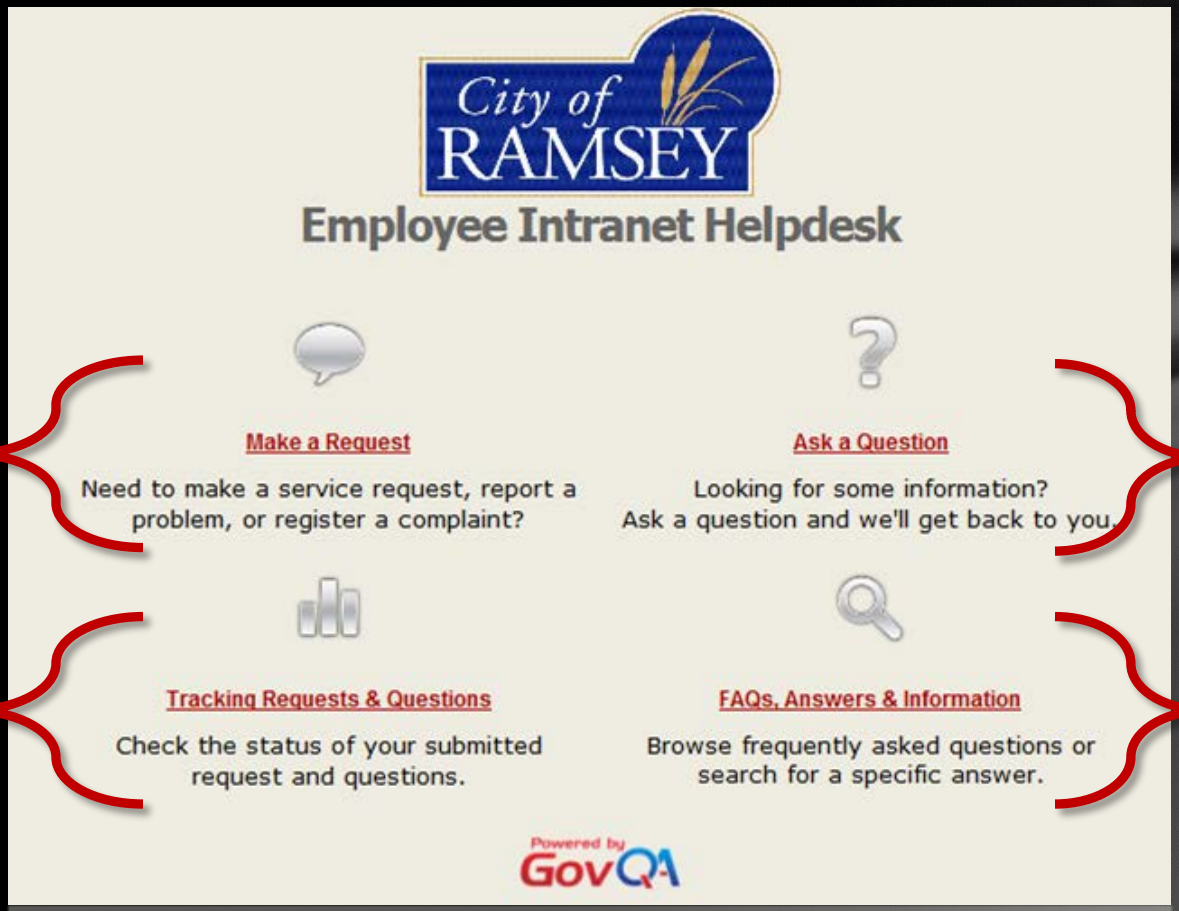
Click on "CRM HelpDesk"-





Employee Intranet HelpDesk

Before we move forward, please orientate yourself to the four major components of the Employee Intranet HelpDesk--



EXAMPLES NEXT PAGE

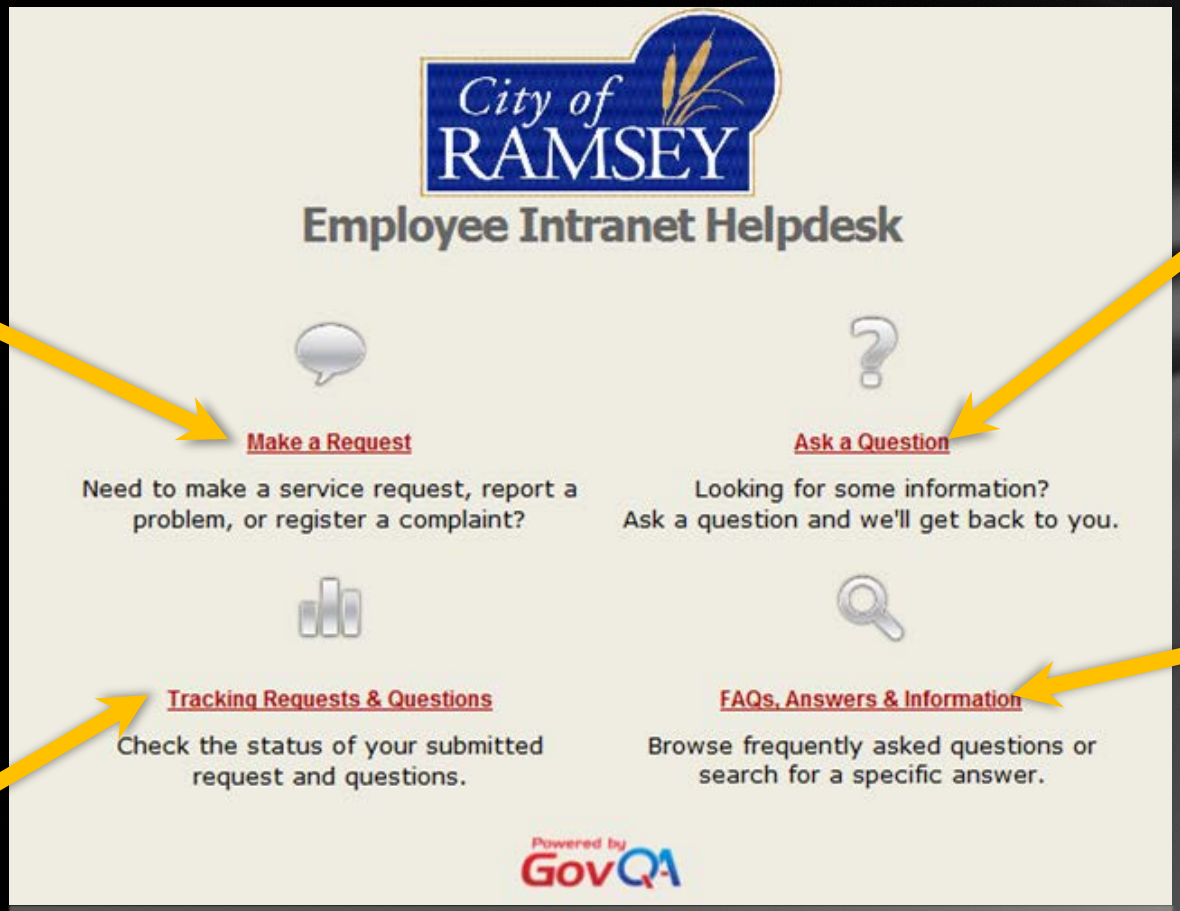
Employee Intranet HelpDesk

Below are examples of how the four major components of the Employee Intranet HelpDesk are used--

"I want to make a request to have the printer in my department worked on—it's jammed!"

-or-

"I want to make a request to have ice removed in the parking ramp—it's really slippery out there!"



"I need some information—does the Itasca room have a computer that I can use for a presentation tomorrow; or do I need to bring my own?"

"I want to see what the status is of a request I made yesterday—I'm wondering if and how it was addressed"

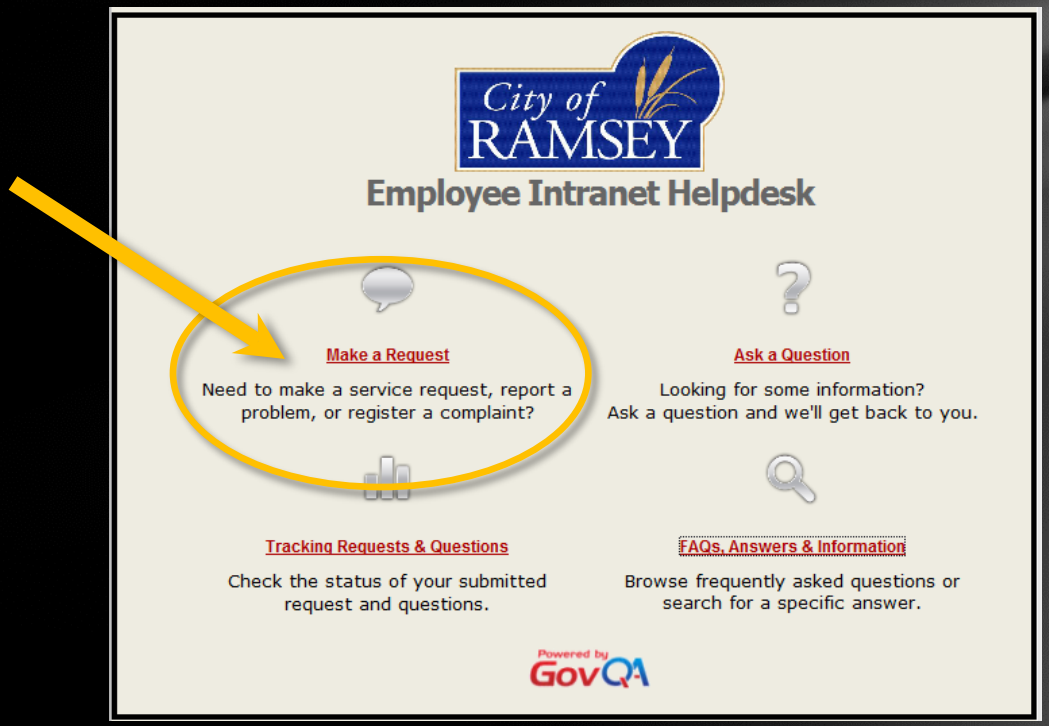
"I have a really common questions—what is the City's I:Drive used for?"

Answers to common question like this are provided in this component.

GETTING COMFORTABLE WITH USING THIS SYSTEM

Like any software product, until you use it—you may not be comfortable. The most commonly used component of this system is "Make a Request."

If you would like practice, please create a TEST request ("Make a Request")



NEED IMMEDIATE OR URGENT SUPPORT FROM IT OR BUILDING MAINTENANCE?

You can indicate the urgency level of each request you make with this system. Therefore, if you need help ASAP, you can place a "high" urgency level on a particular request. IT and Building Maintenance Staff check this system frequently.

If you need immediate assistance from either department you may contact them directly; however, please still create your service request in the HelpDesk system.

LOG-IN INFORMATION

The first time you use this system you will be asked to create a “log-in” name and password. It is advised you use the same log-in name and password used for your workstation (please use your work email address).

DOES THIS SYSTEM WORK WITH MY EMAIL?

After you create a request within the Employee Intranet HelpDesk, status updates will be sent directly to your email address.

If you would like to proactively check the status of your request, you can log into the Employee Intranet HelpDesk.

CC Regular Session **4. 1.**

Meeting Date: 03/26/2013

By: Tim Gladhill, Community Development

Information

Title:

Consider Revised Development Agreement and Development Permit for NORTHGATE ADDITION located at 7295 Sunwood Drive NW; Case of Northgate Church, Inc.

Background:

On October 23, 2012, the City Council granted approval to the Northgate Performing Arts Center. The proposed development consists of a single-structure auditorium/church. The original Applicant for the Plat (subdivision of property) was PSD, LLC. PSD was owner of fee-title at the time of Application, but has since conveyed the Property to Northgate Church, Inc.

The request for a revised Development Agreement is two-fold:

1. Reflect the current Property Owner and Assign the Agreement to Northgate Church, Inc.
2. Approve the required Financial Surety amount

Included in the approval was the required Development Agreement, that among other items, includes required improvements and financial sureties to ensure the timely installation of said required improvements. City Code requires a financial surety in the amount of 125%of the cost of the required improvements for public improvements (Plat/subdivision) and 150% for private improvements (site plan).

The Developer has submitted estimated costs of said required improvements, partially backed by bids and unit prices. The Developer has estimated that their obligation for a financial surety should be in the amount of approximately $117,000. The City's Engineer's Estimate is approximately $166,000. It should be noted, in this instance, that a majority of the required public infrastructure has already been installed (Sunwood Drive and Peridot Street). The remaining obligations are mainly private improvements such as parking lot and landscaping.

Notification:

No notification required.

Observations/Alternatives:

The financial surety is a requirement to protect the City from liability from uncompleted improvements. This is especially important when it comes to Developer installed public improvements such as sanitary sewer, water, stormwater, and streets.

The City Council has approved multiple instances in the past of accepting a letter of credit for a partial amount, and requiring as part of the Development Agreement that the Developer agrees that a Certificate of Occupancy will not be issued until the required improvements are complete, unless an adequate surety exists or is posted at that time.

In the event of default of the project after it commences, the likely City response would be as follows:

1. Repair and/or complete any erosion control measures as required by City Code, Lower Rum River Watershed Management Organization, and the Minnesota Pollution Control Agency (the City is responsible for enforcing these regulations and is subject to fines and/or postponement of development projects)
2. Inspect and repair as needed any connections to the municipal water, sanitary sewer, and stormwater systems
3. Remove any blight conditions

The Developer has requested that the required surety amount be at a level of 100% of the required improvements, as opposed to the indicated 125% or 150%.

It is not expected that the City would complete the private improvements, such as site grading, landscaping, driveways, etc. In addition, Staff would not recommend completing the sidewalk improvements, which would be public infrastructure, as those improvements may be impacted by construction activities. Sidewalk alternatives do exist in the area. Similar to the City's current process for single-family homes, completion of these improvements could be a contingency of the certificate of occupancy in addition to the financial surety proposed by the Developer.

Alternative #1
Approve the transfer of the Agreement to Northgate Church, Inc. and require the Developer to submit the surety, in the amount that was requested by the Developer. The assignment is a necessary step as PSD is no longer owner of the parcel and will not be completing the improvements. It appears that the City would have sufficient financial surety to address the issues as indicated above.

Alternative #2
Approve the transfer of the Agreement to Northgate Church, Inc. and require the Developer to submit the standard surety. The assignment is a necessary step as PSD is no longer owner of the parcel and will not be completing the improvements. It appears that the City would have sufficient financial surety to address the issues as indicated above.

Alternative #3
Deny the transfer of the Agreement to Northgate Church, Inc. and require the Developer to submit the standard surety. The assignment is a necessary step as PSD is no longer owner of the parcel and will not be completing the improvements. This alternative is not recommended by Staff.

Recommendation:

Staff recommends approval of the revised Development Agreement and Development Permit for NORTHGATE ADDITION, with the modification to financial surety requirements to reflect 100% of the required improvements.

Funding Source:

All costs associated with review of the Application are the responsibility of the Applicant.

Council Action:

Motion to approve the revised Development Agreement and Development Permit for NORTHGATE ADDITION, with the modification to financial surety requirements to reflect 100% of the required improvements.

Attachments

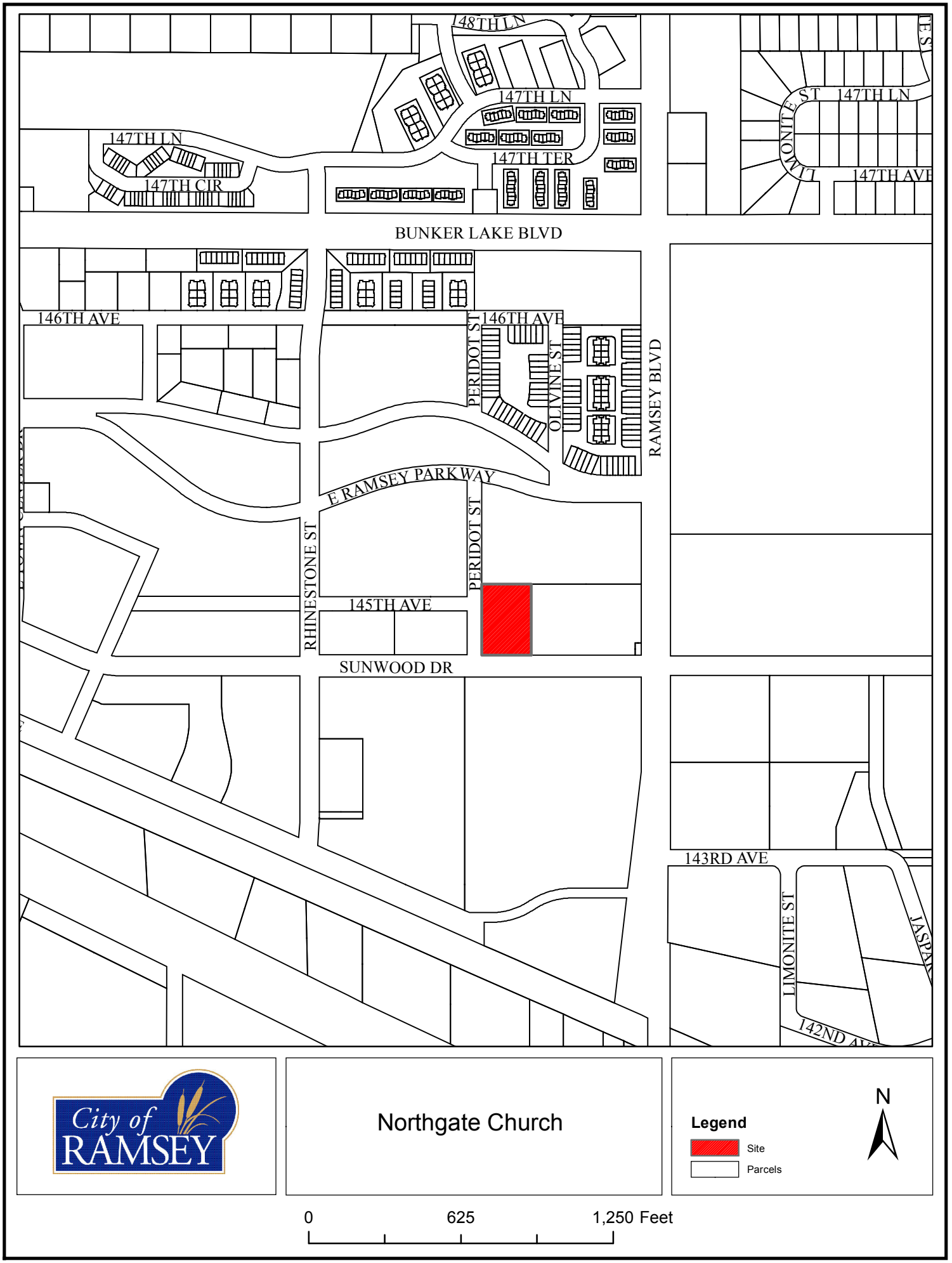
Site Location Map
Site Plan
REVISED Development Agreement
REVISED Development Permit
Developer Estimate
City Estimate

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/21/2013 02:27 PM

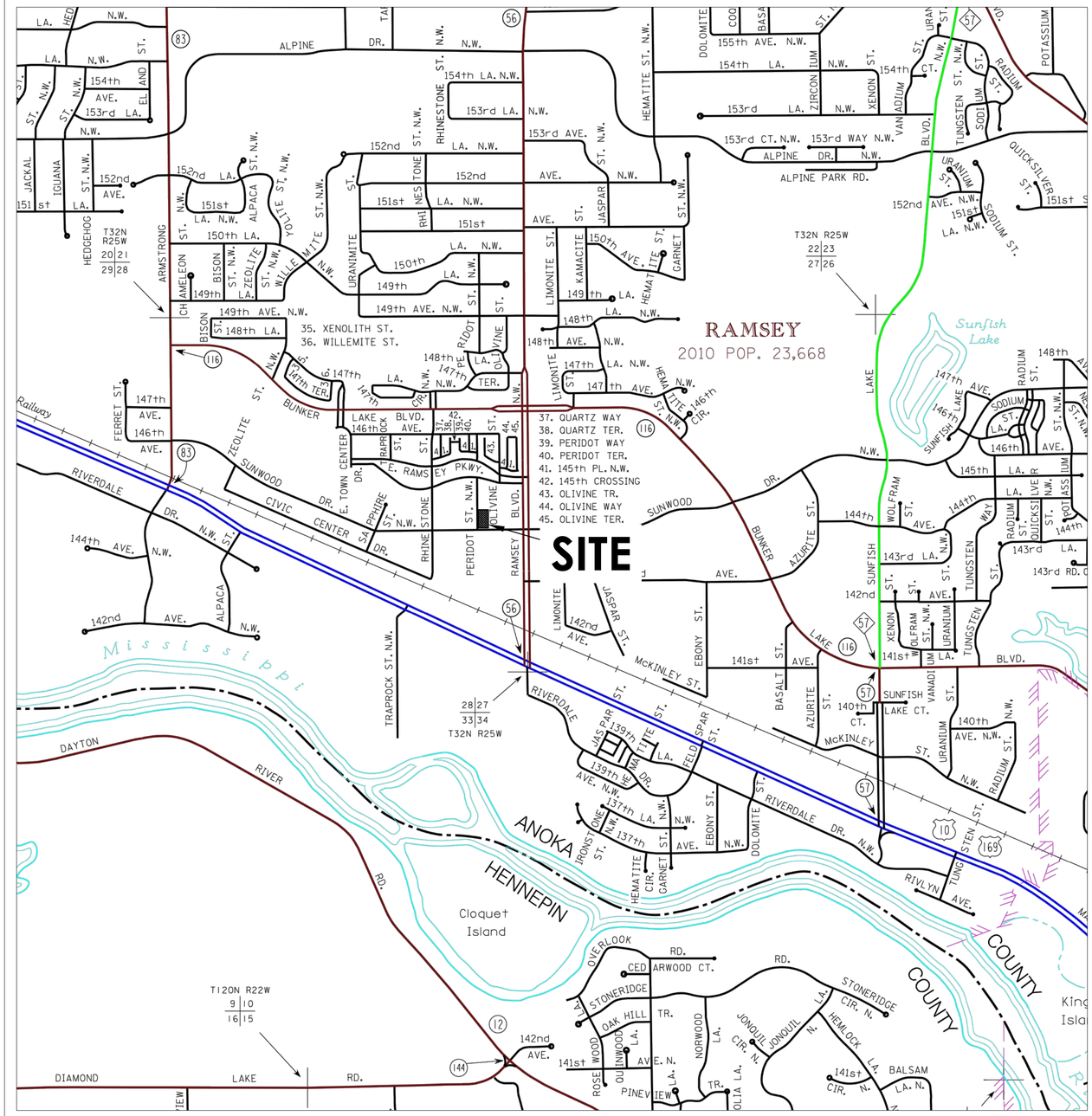
Form Started By: Tim Gladhill Started On: 02/14/2013 12:54 PM

Final Approval Date: 03/21/2013


148TH LN
147TH LN
147TH LN
147TH TER
147TH CIR
LIMONITE ST
147TH LN
147TH AVE
BUNKER LAKE BLVD
146TH AVE
146TH AVE
PERIDOT ST
OLIVINE ST
RAMSEY BLVD
E RAMSEY PARKWAY
PERIDOT ST
RHINESTONE ST
145TH AVE
SUNWOOD DR
143RD AVE
LIMONITE ST
142ND AVE
City of RAMSEY
Northgate Church
Legend
Site
Parcels
N
0
625
1,250 Feet

VICINITY MAP

NO SCALE



INDEX OF CIVIL SITE DRAWINGS:

C0	COVER
C1	SITE PLAN
C2	GRADING AND DRAINAGE PLAN
C3	STORM WATER POLLUTION PREVENTION PLAN
C4	UTILITIES PLAN
C5	LANDSCAPE PLAN
C6	LIGHTING PLAN
C7	DETAILS

CONTRACTOR:

Kinghorn COMPANY
GENERAL CONTRACTORS

14198 Northdale Blvd
Rogers, MN 55374

Grady Kinghorn
(763) 428-8088
glkinghorn@kinghornco.com

NORTHGATE PERFORMING ARTS CENTER

NE Quad. Sunwood Drive and Peridot Street
Ramsey, MN

COVER

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

Date: 09/04/12 Reg. No. 24348

PREPARED BY:

CIVIL ENGINEERING
SITE DESIGN
118 East Broadway St.
PO Box 355
Monticello, MN 55362
Phone: 763-314-0929
www.civilsd.com

REVISIONS

VERTICAL SCALE
1 inch = ____ feet

HORIZONTAL SCALE
1 inch = feet
(ONE SIDE SHEET 24 X 36)

DATE	DRAWN BY	DESIGNED BY	CHECKED BY
09/04/12	SD	SD	SD

FILE NO. 00419

C0

Cover

LEGAL DESCRIPTION

OUTLOT A, RAMSEY TOWN CENTER 14TH ADDITION, ANOKA COUNTY, MINNESOTA.

PROJECT LOCATION

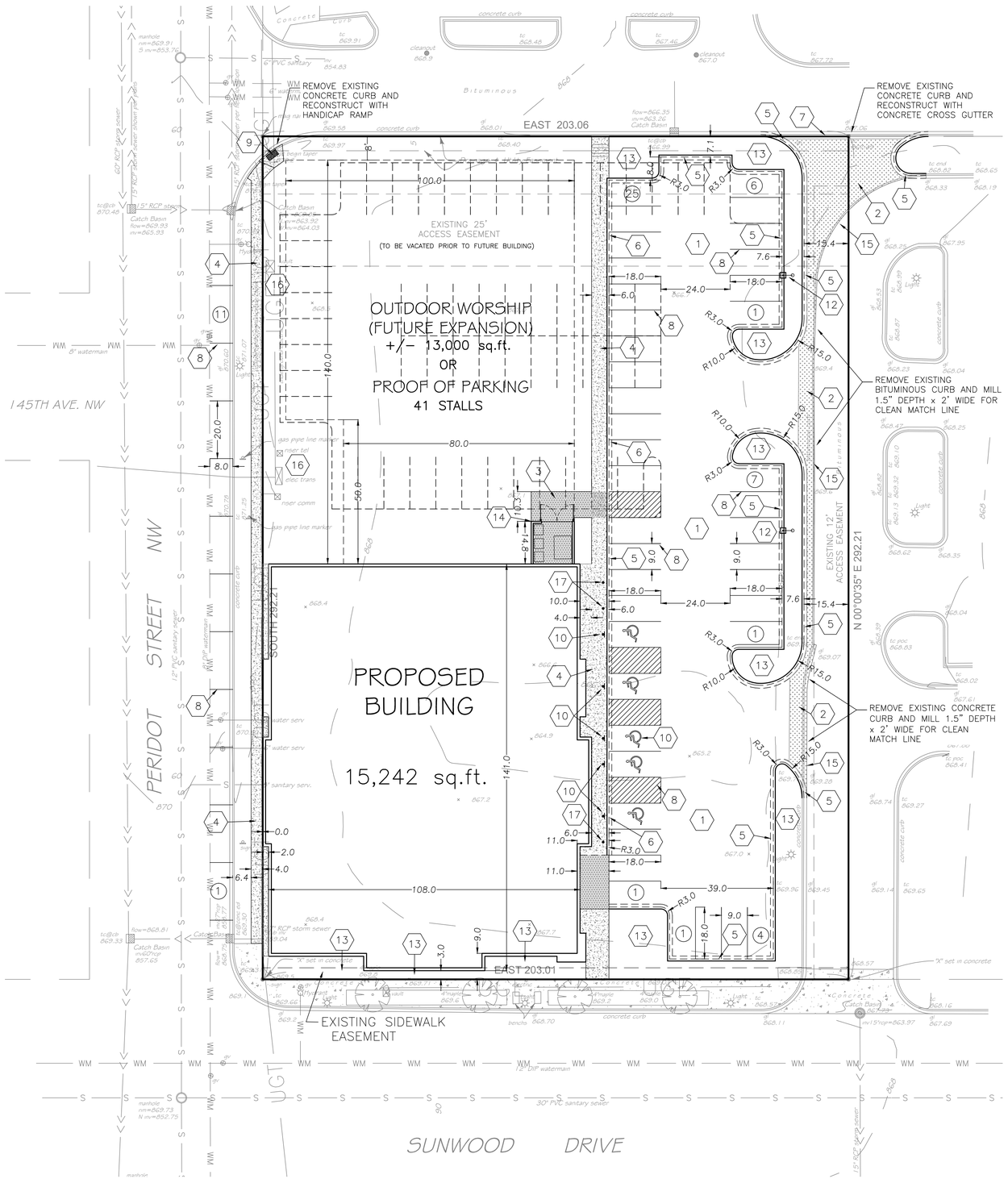
PART OF SECTION 28, TOWNSHIP 32, RANGE 25, ANOKA COUNTY, MINNESOTA.

PROPERTY OWNER:
NORTHGATE CHURCH

GENERAL CONTRACTOR:
KINGHORN CONSTRUCTION, INC.
CONTACT: GRADY KINGHORN
14198 NORTHDLE BLVD
ROGERS, MN 55374
PH (763) 428-8088
www.kinghornco.com

ARCHITECT:
LAMPERT ARCHITECTS
CONTACT: LEN LAMPERT
420 SUMMIT AVENUE
ST. PAUL, MN 55102
PH (763) 755-1211
www.lampert-arch.com

CIVIL ENGINEER:
CIVIL ENGINEERING SITE DESIGN, LLC
CONTACT: SCOTT DAHLKE
118 EAST BROADWAY ST., PO BOX 566
MONTICELLO, MN 55362
PH (763) 314-0929
www.civilesd.com



LEGEND:

- EXISTING CURB AND GUTTER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER SERVICE
- EXISTING WATER MAIN SERVICE
- PROPOSED CURB AND GUTTER
- PROPOSED STORM SEWER
- PROPOSED PARKING STALLS
- PROPOSED HEAVY DUTY PAVEMENT
- PROPOSED LIGHT DUTY PAVEMENT
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT
- PROPOSED CONCRETE SIDEWALK

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
LOT SURVEYS COMPANY, INC
7601 73rd AVENUE NORTH
BROOKLYN PARK, MN 55428

DATED: AUGUST 14, 2012

BENCHMARKS:

1) Top nut of hydrant located at NE corner of Sunwood Drive and Peridot Street NW.

Elev. = 872.96

0 20 40 60
GRAPHIC SCALE IN FEET

SITE DATA:

ZONING:	MU-PUD MIXED USE PLANNED UNIT DEVELOPMENT	
PROPOSED USE:	CHURCH / THEATER	
GROSS LOT AREA:		59,329 SQ. FT. OR 1.36 ACRES
TOTAL BUILDING FOOTPRINT AREA: (GFA) (Excludes trash enclosure)		15,242 SQ. FT. – PHASE I
PERCENT BUILDING COVERAGE: (% of gross lot area)		25.7%
FLOOR AREA RATIO (15,242 / 59,329)		0.257
PROPOSED IMPERVIOUS AREA: (building, sidewalk, & pavement)		38,865 SQ. FT. – PHASE I
PERCENT IMPERVIOUS AREA: (% of gross lot area)		65.5%
PROPOSED LANDSCAPE AREA:		20,464 SQ. FT.
PERCENT LANDSCAPE AREA: (% of gross lot area)		34.5%

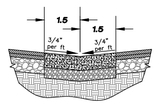
PARKING DATA:

REQUIRED PARKING STALLS: CHURCH/THEATRE FACILITY 1 stall per 5 seats (516 seats / 5)	103 STALLS (REQ 5 HC STALLS)
PROVIDED PARKING STALLS:	
ON SITE	42 STALLS (INCL 5 HC STALLS)
ON SITE PROOF OF PARKING	41 STALLS FUTURE EXPANSION AREA
ON PERIDOT STREET NW	11 STALLS
ON 145TH AVENUE NW	14 STALLS
OFF SITE SHARED	108 STALLS
PROVIDED TOTAL:	216 STALLS

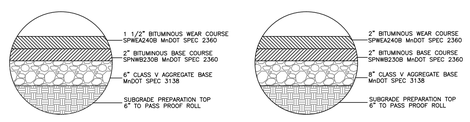
SETBACK: MINIMUM REQUIREMENTS

LOCATION:	BUILDING	PARKING
FRONT YARD	*	*
SIDE YARD	*	*
REAR YARD	*	*

* AS APPROVED BY PUD

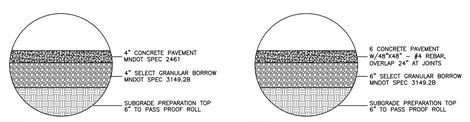


CROSS-GUTTER SLOPE DETAIL
WITH HEAVY DUTY CONCRETE PAVEMENT SECTION



LIGHT DUTY — HEAVY DUTY

BITUMINOUS PAVEMENT
NOTE: SOILS SPECIFICATIONS SUPERSEDE ABOVE LISTED SPECIFICATIONS



NOTES:
1. CONCRETE MIX SHALL CONFORM TO MNDOT SPEC. 2461 MIX No. 3Y22A FOR SLIPFORM PLACEMENT MIX No. 3Y32A FOR MANUAL PLACEMENT
2. CONCRETE PLACEMENT SHALL CONFORM TO MNDOT SPEC. 2301
3. CONTRACTOR SHALL SPACE THE CONTRACTION JOINTS AT 6'-0" O.C.
4. SOILS SPECIFICATIONS SUPERSEDE ABOVE LISTED SPECIFICATIONS

CONCRETE PAVEMENT - SIDEWALK

NOTES:
1. CONCRETE MIX SHALL CONFORM TO MNDOT SPEC. 2461 MIX No. 3Y22A FOR SLIPFORM PLACEMENT MIX No. 3Y32A FOR MANUAL PLACEMENT
2. CONCRETE PLACEMENT SHALL CONFORM TO MNDOT SPEC. 2301
3. CONTRACTOR SHALL SPACE THE CONTRACTION JOINTS AT 12'-0" O.C.
4. SOILS SPECIFICATIONS SUPERSEDE ABOVE LISTED SPECIFICATIONS

CONCRETE PAVEMENT - HEAVY DUTY

KEY NOTES

1. BITUMINOUS PAVEMENT – LIGHT DUTY.
2. BITUMINOUS PAVEMENT – HEAVY DUTY.
3. CONCRETE PAVEMENT – HEAVY DUTY.
4. CONCRETE PAVEMENT – SIDEWALK.
5. B612 (6") CONCRETE CURB & GUTTER. MnDOT 2461 MIX 3Y22A SLIPFORM PLACEMENT OR MnDOT 2461 MIX 3Y32A MANUAL PLACEMENT.
6. B612 (6") CONCRETE OUTFLOW CURB & GUTTER. (TIP-OUT FLOWLINE). MnDOT 2461 MIX 3Y22A SLIPFORM PLACEMENT OR MnDOT 2461 MIX 3Y32A MANUAL PLACEMENT.
7. CONCRETE CROSS GUTTER.
8. PAINT 4" WIDE SOLID STRIPE – WHITE LATEX PAINT. (TYPICAL)
9. PED RAMP PER STANDARD SIDEWALK RAMP DETAIL. SEE DETAIL SHEET FOR MNDOT STANDARD PLATE 7036F.
10. PAINT INTERNATIONAL SYMBOL OF ACCESSABILITY – WHITE LATEX PAINT. (TYPICAL)
11. ACCESSIBLE PARKING SIGN (MNDOT #'S R7-8A AND R7-8B) ON BOLLARD POST. CENTER SIGN ON PARKING STALL. LOCATION PER GENERAL CONTRACTOR.
12. LIGHT POLE. REFER TO LIGHTING AND PHOTOMETRIC PLAN FOR LIGHT LOCATIONS AND SPECIFICATIONS. FOUNDATIONS BY GENERAL CONTRACTOR. VERIFY FOUNDATION SIZE WITH SUPPLIER.
13. GREEN AREA – SEE LANDSCAPE PLAN.
14. TRASH ENCLOSURE.
15. MATCH EXISTING BITUMINOUS PAVEMENT.
16. EXISTING UTILITY TO REMAIN.
17. GUARD POST BOLLARD.

PLAN NOTES:

1. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB, EDGE OF SIDEWALK OR EXTERIOR OF BUILDING UNLESS OTHERWISE NOTED. REFER TO ARCHITECTURAL DRAWINGS FOR BUILDING DIMENSIONS AND SPECIFICATIONS FOR LOCATION OF EXITS, RAMPS, CONCRETE APRONS AND STOOPS.
2. TACK SHALL BE USED ON BITUMINOUS EDGE PRIOR TO PATCHING. MATCH EXISTING GRADES.
3. ALL CONCRETE SIDEWALKS ADJACENT TO BUILDING SHALL BE SEPARATED WITH A ½" EXPANSION JOINT.
4. CONTRACTOR SHALL VERIFY ALL CONDUIT REQUIREMENTS FOR LIGHTING, IRRIGATION, COMMUNICATION PEDESTAL, ETC WITH OWNER PRIOR TO PAVING.
5. ACCESSIBLE ROUTE SHALL BE PROVIDED FROM ACCESSIBLE STALLS TO BUILDING ENTRANCE (SEE ADAAG REQUIREMENTS). POLE MOUNT APPROVED SIGNS CENTERED ON STALLS. PAINT INTERNATIONAL SYMBOL OF ACCESSIBILITY ON STALL.
6. CONSTRUCT ACCESSIBLE PEDESTRIAN RAMP PER ADAAG AND MNDOT STANDARDS. PROVIDE CONTRASTING DETECTABLE WARNING STRIP.
7. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH FIRE MARSHAL FOR POSTING OF FIRE LANES, CURB MARKING AND SIGNAGE IF NEEDED.
8. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION AND REMOVAL OF ALL EXISTING SITE FEATURES THAT INTERFERE WITH NEW WORK AS SHOWN.

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CONTRACTOR:
Kinghorn COMPANY
GENERAL CONTRACTORS
14198 Northdale Blvd
Rogers, MN 55374
Grady Kinghorn
(763) 428-8088
glkinghorn@kinghornco.com

NORTHGATE PERFORMING ARTS CENTER
NE Quad. Sunwood Drive and Peridot Street
Ramsey, MN

SITE PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Scott Dahlke
Date: 09/04/12 Reg. No. 24348
PREPARED BY: CIVIL ENGINEERING SITE DESIGN
118 East Broadway St.
PO Box 566
Monticello, MN 55362
Phone: 763-314-0929
www.civilesd.com

REVISIONS

VERTICAL SCALE 1 inch = ____ feet
HORIZONTAL SCALE 1 inch = 20 feet (FOR 24x36 SHEET 24 x 36)

DATE	DRAWN BY	DESIGNED BY	CHECKED BY
09/04/12	SD	SD	SD

FILE NO. 00419

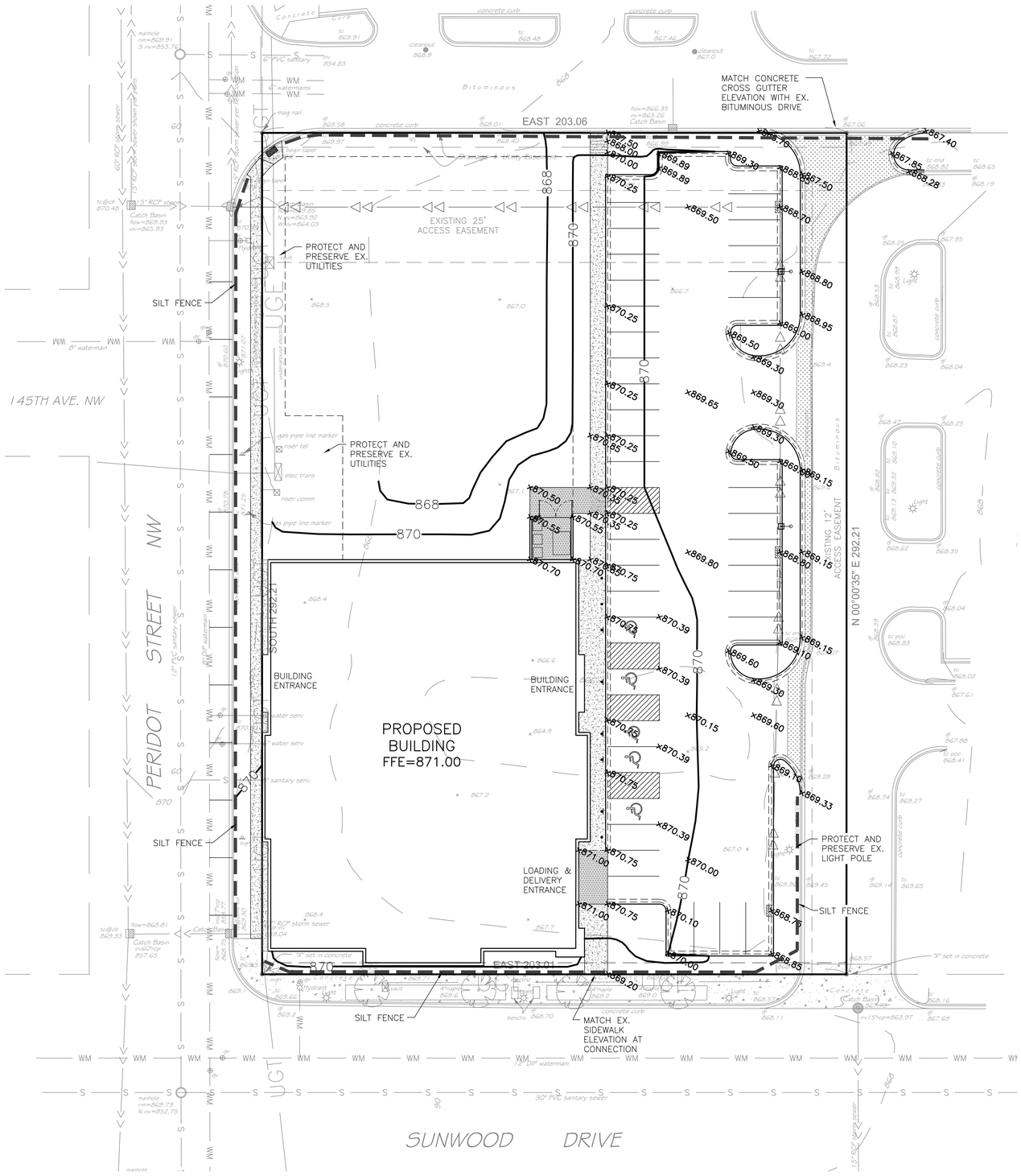
C1
Site Plan

LEGAL DESCRIPTION

OUTLOT A, RAMSEY TOWN CENTER 14TH ADDITION, ANOKA COUNTY, MINNESOTA.

PROJECT LOCATION

PART OF SECTION 28, TOWNSHIP 32, RANGE 25, ANOKA COUNTY, MINNESOTA.



LEGEND:

- EXISTING CURB AND GUTTER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER SERVICE
- EXISTING WATER MAIN SERVICE
- PROPOSED CURB AND GUTTER
- PROPOSED STORM SEWER
- PROPOSED SILT FENCE
- PROPOSED INLET PROTECTION

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
LOT SURVEYS COMPANY, INC
7601 73rd AVENUE NORTH
BROOKLYN PARK, MN 55428

DATED: AUGUST 14, 2012

BENCHMARKS:

1) Top nut of hydrant located at NE corner of Sunwood Drive and Peridot Street NW.

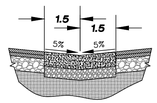
Elev. = 872.96

0 20 40 60

GRAPHIC SCALE IN FEET

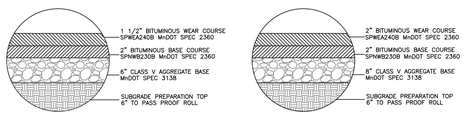
GENERAL GRADING NOTES:

1. Specifications applicable for this project: Current standard specifications for City of Ramsey, MN, and the latest Minnesota Department of Transportation Specifications for Highway Construction and all NPDES requirements except where modified by these contract documents.
2. OSHA requirements shall be followed for all work on this project.
3. The Contractor shall notify "Gopher State One Call" 48 hours prior to any excavation (1-800-252-1166.)
4. The Grading Contractor shall verify all locations and elevations of underground utilities with utility companies prior to any construction, and immediately notify the Engineer of any conflicts.
5. Erosion Control shall be constructed, as applicable, as sequenced below:
   A. Silt Fence.
   B. Rock Construction Entrance
   C. Common excavation (grading).
   D. Seed and mulch (See notes on SWPP plan).
6. Final Plat shall govern for easements and lot dimensions.
7. Any erosion control items necessary to protect adjacent properties shall be constructed by the Grading Contractor.
8. Erosion control maintenance shall be performed by the Grading Contractor, and removed as per the Contract Documents or as directed by the Engineer, followed by all necessary restoration of disturbed area. This work shall be incidental to the grading contract.
9. The Grading Contractor shall schedule the soils engineer to facilitate certification of all controlled fills in a timely fashion. Density tests shall meet the following:
   A. Within the upper 3' of streets or pavement areas, the Grading Contractor shall utilize approved soils that are within 1% of the optimum moisture content as defined by the Standard Proctor Test-ASTM: D-698 with compaction meeting 100% Standard Proctor Density and not exceeding this compaction by more than 1%. Below the upper 3', compaction shall meet 95% Standard Proctor Density, and be within 3% of the optimum moisture content. Grading tolerances shall be 0.1'.
   B. Grading tolerances for the remainder of the site shall be 0.25'.
10. All areas of unsuitable soils found in the pad described above that cannot be corrected shall be located in the field by the Grading Contractor. The Grading Contractor shall immediately notify the Engineer of these areas and provide information as to their size and location.
11. The Grading contractor shall provide positive drainage on the site at all times.
12. The Grading Contractor shall keep public streets and travel ways clear of soil and debris. Daily cleaning at the construction entrance shall be performed, especially at the end of each day's work.
13. All silt fence shall be removed at project completion.
14. All proposed elevations are at flow line unless otherwise noted.
15. All erosion control best manage practices shall be per City standards.



CROSS-GUTTER SLOPE DETAIL

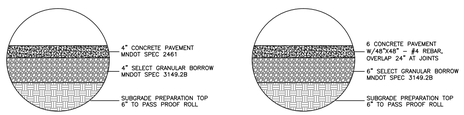
WITH HEAVY DUTY CONCRETE PAVEMENT SECTION



LIGHT DUTY — HEAVY DUTY

BITUMINOUS PAVEMENT

NOTE: SOILS SPECIFICATIONS SUPERSEDE ABOVE LISTED SPECIFICATIONS



NOTES:
1. CONCRETE MIX SHALL CONFORM TO MNDOT SPEC. 2461 MIX No. 3Y22A FOR SLIPFORM PLACEMENT MIX No. 3Y32A FOR MANUAL PLACEMENT
2. CONCRETE PLACEMENT SHALL CONFORM TO MNDOT SPEC. 2301
3. CONTRACTOR SHALL SPACE THE CONTRACTION JOINTS AT 6'-0" O.C.
4. SOILS SPECIFICATIONS SUPERSEDE ABOVE LISTED SPECIFICATIONS

CONCRETE PAVEMENT - SIDEWALK

NOTES:
1. CONCRETE MIX SHALL CONFORM TO MNDOT SPEC. 2461 MIX No. 3Y22A FOR SLIPFORM PLACEMENT MIX No. 3Y32A FOR MANUAL PLACEMENT
2. CONCRETE PLACEMENT SHALL CONFORM TO MNDOT SPEC. 2301
3. CONTRACTOR SHALL SPACE THE CONTRACTION JOINTS AT 12'-0" O.C.
4. SOILS SPECIFICATIONS SUPERSEDE ABOVE LISTED SPECIFICATIONS

CONCRETE PAVEMENT - HEAVY DUTY

INDEX OF CIVIL SITE DRAWINGS:

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C1	SITE PLAN
C2	GRADING AND DRAINAGE PLAN
C3	STORM WATER POLLUTION PREVENTION PLAN
C4	UTILITIES PLAN
C5	LANDSCAPE PLAN
C6	LIGHTING PLAN
C7	DETAILS

CONTRACTOR:

Kinghorn COMPANY
GENERAL CONTRACTORS

14198 Northdale Blvd
Rogers, MN 55374

Grady Kinghorn
(763) 428-8088
glkinghorn@kinghorncompany.com

NORTHGATE PERFORMING ARTS CENTER

NE Quad. Sunwood Drive and Peridot Street Ramsey, MN

GRADING AND DRAINAGE PLAN

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

Sara Dahl

Date: 09/04/12 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING SITE DESIGN

118 East Broadway St.
P.O. Box 55362
Monticello, MN 55362
Phone: 763-314-0929
www.civilesd.com

REVISIONS

VERTICAL SCALE 1 inch = ____ feet

HORIZONTAL SCALE 1 inch = 20 feet (FULL SIZE SHEET 24 X 36)

DATE	DRAWN BY	DESIGNED BY	CHECKED BY
09/04/12	SD	SD	SD

FILE NO. 00419

C2

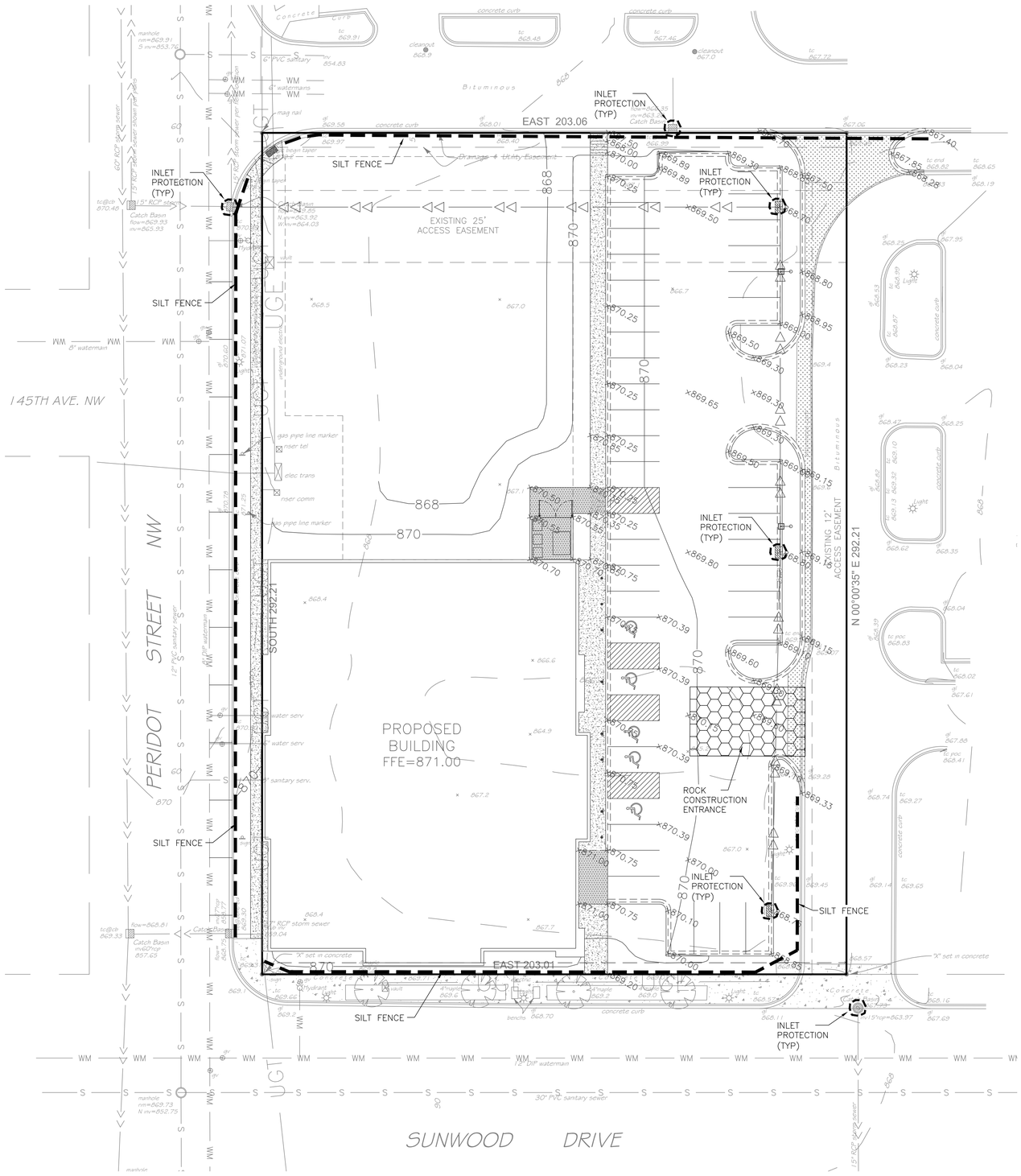
Grading and Drainage Plan

LEGAL DESCRIPTION

OUTLOT A, RAMSEY TOWN CENTER 14TH ADDITION, ANOKA COUNTY, MINNESOTA.

PROJECT LOCATION

PART OF SECTION 28, TOWNSHIP 32, RANGE 25, ANOKA COUNTY, MINNESOTA.



LEGEND:

- EXISTING CURB AND GUTTER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER SERVICE
- EXISTING WATER MAIN SERVICE
- PROPOSED CURB AND GUTTER
- PROPOSED STORM SEWER
- PROPOSED SILT FENCE
- PROPOSED INLET PROTECTION

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
LOT SURVEYS COMPANY, INC
7601 73rd AVENUE NORTH
BROOKLYN PARK, MN 55428

DATED: AUGUST 14, 2012

BENCHMARKS:

1) Top nut of hydrant located at NE corner of Sunwood Drive and Peridot Street NW.

Elev. = 872.96

0 20 40 60

GRAPHIC SCALE IN FEET

SWPP NARRATIVE

This project will consist of demolition, grading, utilities, building construction, parking lot construction, and drive aisles.

First, perimeter silt fence and rock construction entrance shall be installed. Then demolition of existing building and parking lot shall commence. The contractor shall dispose demolition debris off–site within 24 hours. Then the site can be graded and utilities installed. Once final grade is established and certified, the site shall be stabilized with seed and mulch or sod. Once vegetation is established, temporary erosion control measures shall be removed.

POLLUTION PREVENTION NOTES

Solid waste: collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction debris and other wastes must be disposed of properly off–site and must comply with MPCA requirements.

Hazardous materials: oils, gasoline, paint, and any hazardous substance must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal must be in compliance with MPCA regulations.

External washing of trucks or other construction vehicles is not allowed on site. No engine degreasing is allowed on site. No concrete washouts are allowed on site.

EROSION CONTROL NOTES

1. All devices necessary to control erosion and sediment (I.E. perimeter silt fence, rock construction entrances, swales, ponds, berms, ETC.) shall be installed prior to any other construction operations.
2. After completion of final grading, exposed soils must be permanently stabilized within 72 hours. Stabilization shall consist of disc–anchored seed & mulch or sod.
3. The site must be kept in a well drained condition at all times. The contractor shall be responsible for temporary ditches, or other means necessary to ensure proper drainage. The building pad must be provided with a positive outflow. This work shall be incidental to the grading contract.
4. Entering/exiting of the site shall occur only at rock construction entrance to reduce tracking of dirt onto paved streets. Sediment tracked onto streets during working hours must be reclaimed via street scraping and sweeping at the end of each working day.

EROSION CONTROL INSTALLATION SCHEDULE

1. Silt fence shall be installed or restored prior to any construction. Silt fence shall be located as shown to intercept runoff. The area located beyond the perimeter silt fence shall not be disturbed during construction.
2. Rock Construction Entrance shall be installed prior to grading operations.
3. All storm sewer inlets shall have inlet protection inserts installed. Inserts shall be "Road rain–Top Slab" or "Road Drain–Curb & Gutter" inlet protection devices as manufactured by WIMCO (or approved equal) and installed per manufacture's recommendations.
4. All erosion control installations shall remain in place and be maintained in good condition by the contractor until the site has been re–vegetated, at which time it shall be removed by the contractor. For proposed paved surface areas, the contractor may remove necessary silt fencing to construct roadway, while maintaining adequate erosion control in adjacent areas.
5. Sufficient topsoil shall be stockpiled to allow for the replacement of 4" topsoil for disturbed areas to be re–vegetated.
6. The contractor shall schedule site grading, utility installation and roadway construction so that the general site can be mulched and re–seeded soon after disturbance. Areas that will not be subject to construction traffic shall be seed and mulched or sodded within 72 hours of final grading.

EROSION CONTROL MAINTENANCE SCHEDULE

1. Erosion control measures shall be inspected by the contractor's representative and maintained by the contractor every Friday and within 24 hours after any rainfall event larger than 1/2" until the project is completed. Maintenance requirements are as follows: silt fence – 1/3 height of fence or damaged, remove sediment and/or repair fence within 24 hours; rock entrance – refresh as necessary to conform to detail; inlet protection inserts – remove sediment after each rain event, clean or replace filter when clogged; surface water – drain and stabilize, within 7 days of discovery; and street sweeping – remove all sediment tracked onto paved surfaces within 24 hours or as directed by City Engineer.
2. Replacement – Fabric shall be replaced promptly when it decomposes or becomes ineffective before the barrier is no longer necessary.
3. Any sediment remaining in place after silt fence is no longer required shall be dressed to conform with the existing grade, prepared, and seeded with appropriate seed mix, as directed by the engineer.
4. Removal of the silt fence– Silt fences shall be removed when they have served their useful purpose, but not before the upward sloping area has been permanently stabilized. If the upward sloping area is to be exposed longer than six (6) months, that area shall be covered with temporary vegetation when first exposed.

SEED AND MULCH SCHEDULE

1. All disturbed areas shall be covered with a minimum 4" topsoil. Unless areas are to be sodded, MnDOT seed mix 250 shall be applied at 75 lbs/ac. MnDOT Type 1 mulch shall be applied at 2 tons/ac and disc anchored in areas not covered by sod or erosion blanket. Seeding and mulching shall conform to the latest NPDES requirements for installation schedule with regards to grading.
2. Fertilizer shall be 8–12–6 and applied at 300 lbs/ac. Disc fertilizer into top 3" of soil.
3. Dormant seed mix shall be used after November 1 or when temperatures do not exceed 40° F, using same rates specified above. No seed shall be placed on snow or ice greater than 2" in depth.
4. Any seeded areas that do not become established with vegetation shall be reseeded at Contractor's expense.
5. Refer to erosion control schedule for seed and mulch schedule with regards to grading.
6. Refer to Landscape Plan for seeding and sodding locations and details. Adjust/reduce erosion blanket in areas to be sodded.

INDEX OF CIVIL SITE DRAWINGS:

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C3	STORM WATER POLLUTION PREVENTION PLAN
C4	UTILITIES PLAN
C5	LANDSCAPE PLAN
C6	LIGHTING PLAN
C7	DETAILS

CONTRACTOR:

Kinghorn COMPANY
GENERAL CONTRACTORS

14198 Northdale Blvd
Rogers, MN 55374

Grady Kinghorn
(763) 428-8088
glkinghorn@kinghornco.com

NORTHGATE PERFORMING ARTS CENTER

NE Quad. Sunwood Drive and Peridot Street Ramsey, MN

STORM WATER POLLUTION PREVENTION PLAN

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

Scott Dahl

Date: 09/04/12 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING SITE DESIGN

118 East Broadway St.
Box 160
Monticello, MN 55362
Phone: 763–314–0929
www.civilesd.com

REVISIONS

VERTICAL SCALE 1 inch = ____ feet

HORIZONTAL SCALE 1 inch = 20 feet (FULL SIZE SHEET 24 X 36)

DATE	DRAWN BY	DESIGNED BY	CHECKED BY
09/04/12	SD	SD	SD

FILE NO. 00419

C3

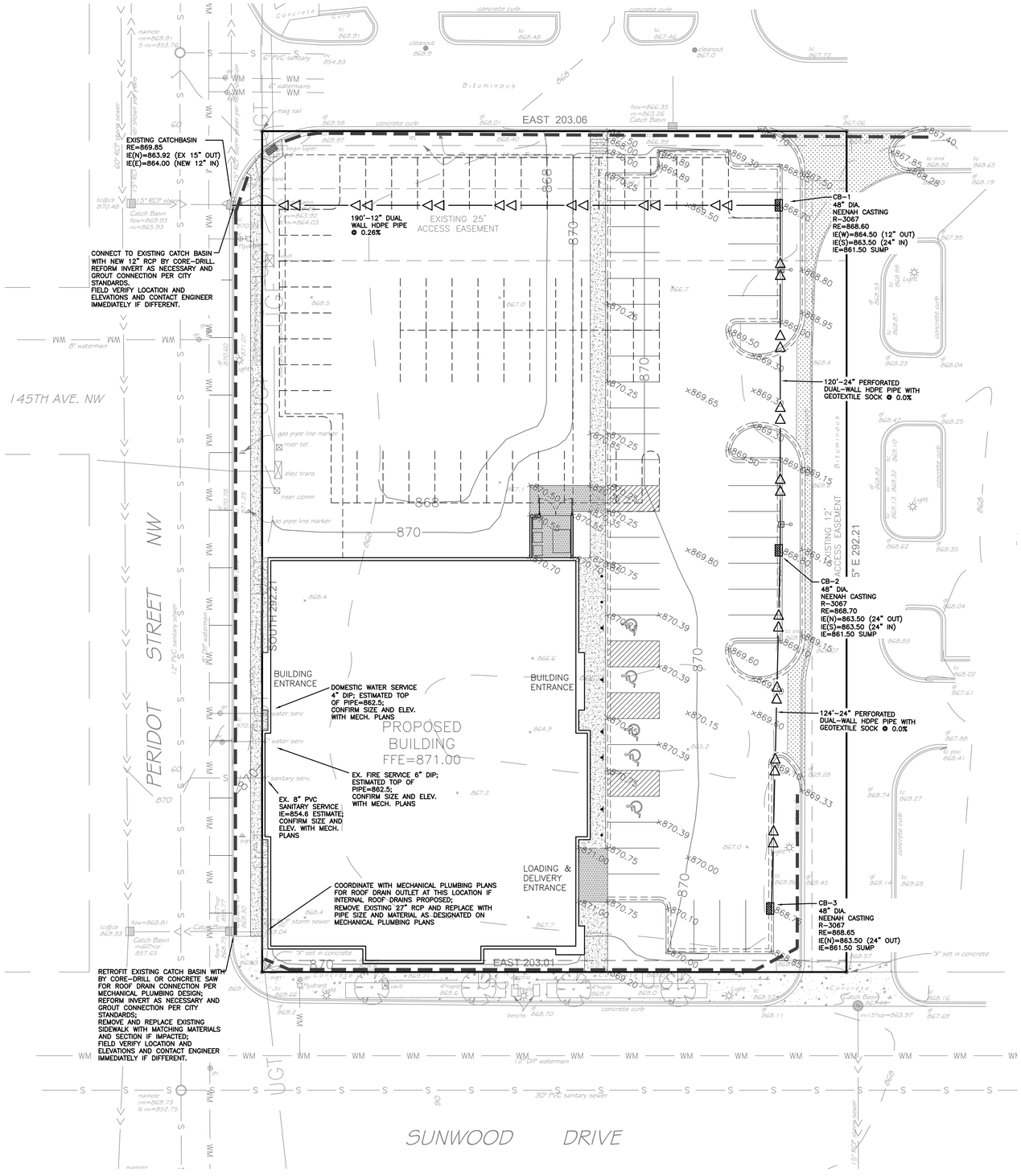
Storm Water Pollution Prevention Plan

LEGAL DESCRIPTION

OUTLOT A, RAMSEY TOWN CENTER 14TH ADDITION, ANOKA COUNTY, MINNESOTA.

PROJECT LOCATION

PART OF SECTION 28, TOWNSHIP 32, RANGE 25, ANOKA COUNTY, MINNESOTA.



LEGEND:

- EXISTING CURB AND GUTTER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER SERVICE
- EXISTING WATER MAIN SERVICE
- PROPOSED CURB AND GUTTER
- PROPOSED STORM SEWER
- PROPOSED SILT FENCE
- PROPOSED INLET PROTECTION

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
LOT SURVEYS COMPANY, INC
7601 73rd AVENUE NORTH
BROOKLYN PARK, MN 55428

DATED: AUGUST 14, 2012

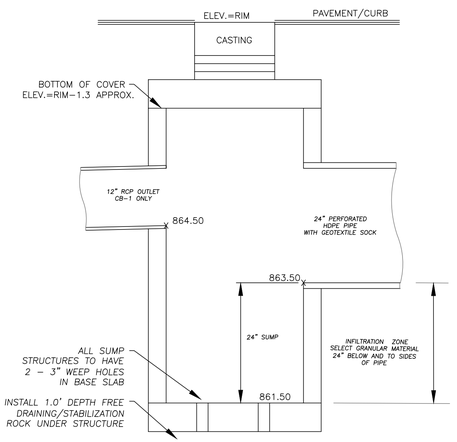
BENCHMARKS:

1) Top nut of hydrant located at NE corner of Sunwood Drive and Peridot Street NW.

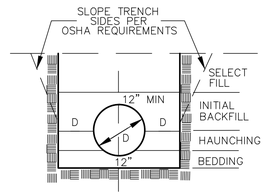
Elev. = 872.96

0 20 40 60

GRAPHIC SCALE IN FEET



STRUCTURE AND INFILTRATION ZONE
SECTION VIEW
TYPICAL



1. BEDDING SHALL BE SELECT GRANULAR BORROW MNDOT SPEC. 3149.2B.
2. COMPACT TO 95% STANDARD PROCTOR.
3. SELECT FILL PLACEMENT SHALL BE FREE OF LARGE ROCKS (3"+) AND SHALL BE PLACED IN 8" MAX. LOOSE LIFTS AND COMPACTED TO 95% STANDARD PROCTOR.

BEDDING DETAIL

GENERAL UTILITY NOTES:

1. Specifications applicable for this project: Current standard specifications for the City of Ramsey, MN and all Minnesota Department of Health and MPCA requirements except where modified by these contract documents.
2. OSHA requirements shall be followed for all work on this project.
3. The Contractor shall notify "Gopher State One Call" 48 hours prior to any excavation (651-454-0002 or 1-800-252-1166 out state.)
4. The Contractor shall verify all locations and elevations of underground utilities with utility companies prior to any construction (storm sewer, sanitary sewer, water, natural gas, telephone, electric, etc.), and immediately notify the Engineer of any conflicts.
5. The Contractor shall protect all existing utilities and facilities to allow proper functioning during and after construction. Any required supporting structures shall be supplied by the Contractor as work incidental to the contract.
6. The contractor shall immediately notify the Engineer of any conflicts between existing utilities, and the proposed construction. The Engineer will coordinate with the Utility Company in question to determine the need for relocation of the existing utility.
7. Existing conditions such as sand in manholes or valve boxes shall be identified by the Contractor and these shall be reported to the Engineer prior to excavation by the Contractor. Once construction has begun, all damage to underground utilities will be assumed to have been caused by the Contractor, any repairs necessary shall be performed by the Contractor at the Contractor's expense.
8. Final Plat shall govern for easements.
9. The Contractor shall coordinate with the local jurisdiction to obtain permits and meter for water source. All associated costs shall be incidental to the Contract, including disposal of test water into City's sanitary sewer system. The Contractor shall not operate gate valves or hydrants on the City's water supply system.
10. The Contractor shall notify the City Engineer and the Project Engineer 48 hours prior to starting work or as required by the local jurisdiction or be subject to being shut down.
11. The Contractor shall keep access roads clear of soil or other debris, and perform daily street cleaning as required by the NPDES permit. Positive drainage, controlled with erosion control and erosion prevention measures as required by the NPDES permit shall be performed. Inlet protection shall be installed within 48 hours after inlet construction. Unless specified on the plans or as a bid item on the Bid Form, any temporary culverts, ditches, filter fabric, etc. necessary to accomplish this shall be performed as incidental to the Contract.
12. The Contractor shall preserve and protect the markers and monuments set for the subdivision of the land.
13. The Contractor shall schedule the soils engineer to facilitate certification of all controlled fills in a timely fashion. Density tests shall meet the following:
    A. Density tests shall be taken on all trenches at locations as determined by the Engineer or his representative.
    B. Within the upper 3' of streets, private drives and parking lots, Contractor shall utilize approved soils that are within 1% optimum moisture content as defined by the Standard Proctor Test-ASTM: D-698 with 100% Standard Proctor Density and not exceeding compaction by more than 1%. Below the upper 3', compaction shall meet 95%. Grading tolerances shall be 0.1'.
14. The Owner shall pay for all testing of soils compaction. Any areas which fail to meet the above standards shall be corrected and re-tested by the Owner's testing agent at the Contractor's expense.
15. All water main shall be installed with a minimum of 7.5 feet of cover.
16. Contractor shall provide temporary traffic control in compliance with MN/DOT "Temporary Traffic Control Zone Layouts Field Manual" dated 2011 for construction adjacent to travel ways.
17. Contractor shall be responsible for verification of the depth of existing stubs listed on this plan prior to the ordering of any fittings, structures, castings, etc. Engineer and the Owner shall not be responsible for any discrepancies found as depths are estimated.
18. Contractor shall confirm that water service must have 18" of clearance between pipes when it crosses the sanitary sewer service. Install vertical bends in water service line as necessary.
19. City inspection is required for the sanitary sewer and water service connections.
20. Contractor to comply with all regulatory agency permit conditions for permits obtained by owner and for permits obtained by general contractor.
21. All work performed and materials used for construction of utilities must conform to the City of Brooklyn Center Standard Specifications and Details.

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C6	LIGHTING PLAN
C7	DETAILS

CONTRACTOR:

Kinghorn COMPANY
GENERAL CONTRACTORS

14198 Northdale Blvd
Rogers, MN 55374

Grady Kinghorn
(763) 428-8088
glkinghorn@kinghornco.com

NORTHGATE PERFORMING ARTS CENTER

NE Quad. Sunwood Drive and Peridot Street
Ramsey, MN

UTILITY PLAN

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

Signature: Scott D. Sundberg
Date: 09/04/12 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING SITE DESIGN
118 East Broadway St.
P.O. Box 164
Monticello, MN 55362
Phone: 763-314-0929
www.civilesd.com

REVISIONS

VERTICAL SCALE 1 inch = ____ feet

HORIZONTAL SCALE 1 inch = 20 feet (FULL SIZE SHEET 24 x 36)

DATE	DRAWN BY	DESIGNED BY	CHECKED BY
09/04/12	SD	SD	SD

FILE NO. 00419

C4

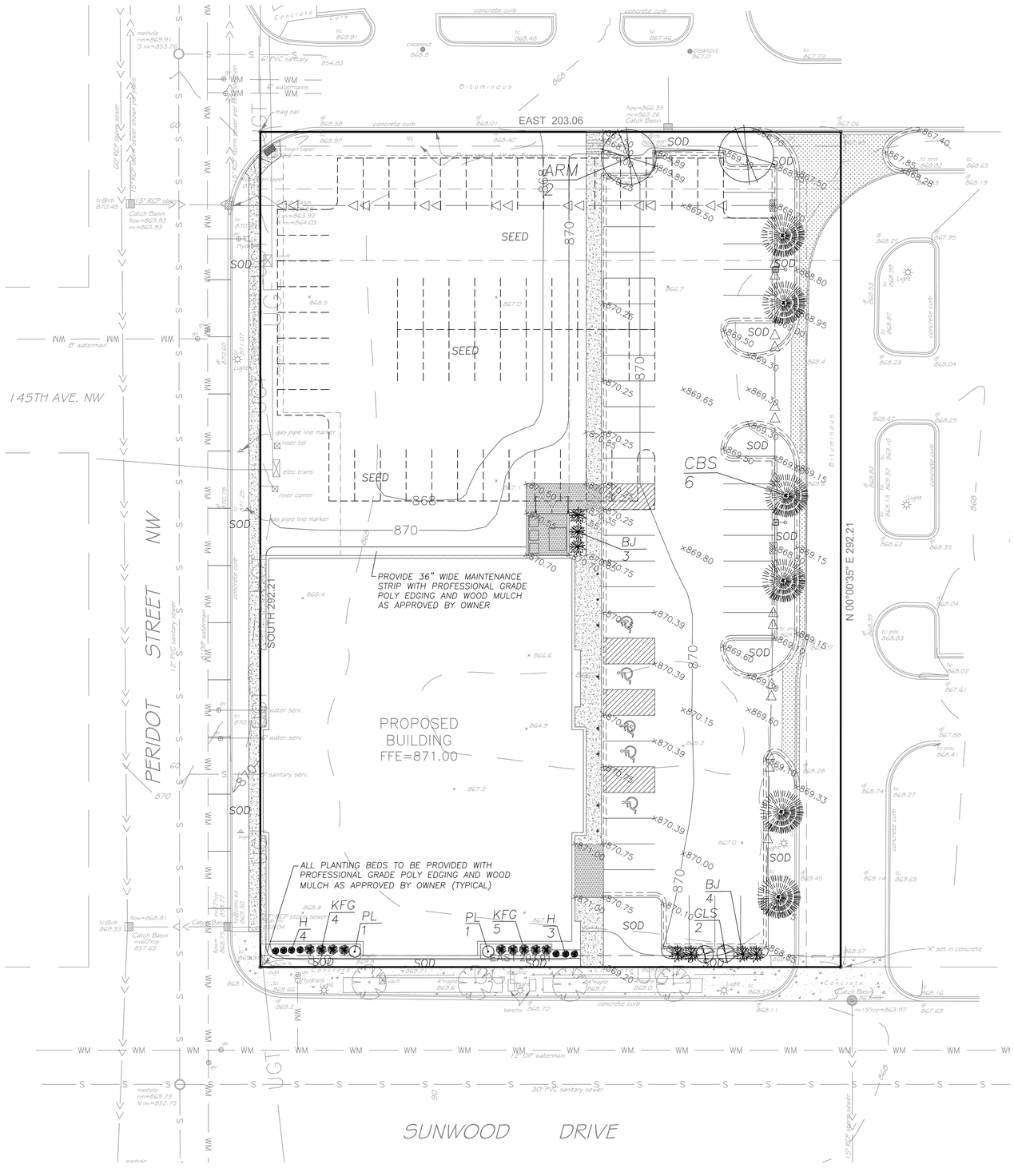
Utility Plan

LEGAL DESCRIPTION

OUTLOT A, RAMSEY TOWN CENTER 14TH ADDITION, ANOKA COUNTY, MINNESOTA.

PROJECT LOCATION

PART OF SECTION 28, TOWNSHIP 32, RANGE 25, ANOKA COUNTY, MINNESOTA.



LEGEND:

- EXISTING CURB AND GUTTER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER SERVICE
- EXISTING WATER MAIN SERVICE
- PROPOSED CURB AND GUTTER
- PROPOSED STORM SEWER
- PROPOSED SILT FENCE
- PROPOSED INLET PROTECTION

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
LOT SURVEYS COMPANY, INC
7601 73rd AVENUE NORTH
BROOKLYN PARK, MN 55428

DATED: AUGUST 14, 2012

BENCHMARKS:

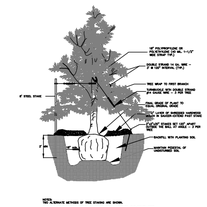
1) Top nut of hydrant located at NE corner of Sunwood Drive and Peridot Street NW.

Elev. = 872.96

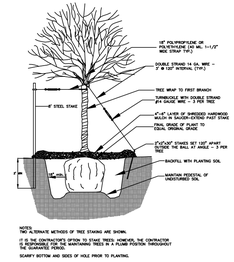
0 20 40 60
GRAPHIC SCALE IN FEET

PLANT LIST: Site Plantings

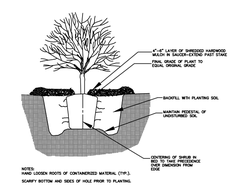
QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE/ROOT
TREES				
2	ARM	Acer rubrum 'Autumn Radiance'	Autumn Radiance Red Maple	2.5" B&B
6	CBS	Picea pungens glauca	Colorado Blue Spruce	6'-0" B&B
SHRUBS				
7	BJ	Juniperus sabina 'Buffalo'	Buffalo Juniper	5 Gal. Pot
2	GLS	Rhus aromatica 'Gro-low'	Grow-Low Fragrant Sumac	5 Gal. Pot
2	PL	Syringa vulgaris 'Prairie Petite'	Prairie Petite Lilac	5 Gal. Pot
GRASSES & PERENNIALS				
9	KFG	Calamagrostis acutiflora 'Karl Forester'	Karl Forester Feather Reed Grass	1 Gal. Pot
7	H	Hosta, var.	Mixed species, for sun & shade	1 Gal. Pot



CONIFEROUS TREE PLANTING DETAIL



DECIDUOUS TREE PLANTING DETAIL



SHRUB PLANTING DETAIL

GENERAL NOTES:

1. Contractor shall provide one year guarantee of all plant materials. The guarantee begins on the date of the General Contractor written acceptance of the date determined as substantially complete. Replacement materials shall also have a one year guarantee upon planting.
2. Landscape contractor shall inspect the site and become familiar with existing conditions relating to the nature and scope of work. If any discrepancies are found, the General Contractor shall be notified prior to construction. The base information including contours, trails, utilities, curbs, and building locations were provided by others. All discrepancies must be resolved prior to construction.
3. Landscape contractor shall verify plan layout and bring to the attention of the General Contractor discrepancies which may compromise the design or intent of the layout.
4. Landscape contractor shall assure compliance with codes and regulations governing the work and materials supplied.
5. Landscape contractor shall protect all existing roads, curbs/gutters, trails, trees, lawns, and site elements during construction. Damage to the same shall be repaired at no cost to the Owner.
6. Landscape contractor shall verify the location of all utilities above and below grade prior to any soil disruption or installation. Provide necessary protection for same before construction begins.
7. Landscape contractor shall coordinate each phase of installation with General Contractor.
8. Landscape contractor shall be responsible for ongoing maintenance of all installed materials until time of substantial completion. Repair and/or replace all damaged materials due to construction or acts of vandalism at no cost to the Owner.
9. Landscape contractor shall verify that all plant placement will not negatively affect the plant's survival or warranty. Undesirable site conditions shall be brought to the attention of the General Contractor prior to construction.
10. Landscape contractor shall submit a written request for the substantial completion of all landscape and site improvements prior to submitting for final payment. The submittal shall include an as-built drawing of all landscape and irrigation installations and improvements.

PLANTING NOTES:

1. All plants to be Minnesota grown and hardy. Plants to be installed as per standard AAN planting practices. Nursery stock shall comply with the current edition of the American Standard for Nursery Stock, ANSI Z60.1.
2. No planting will occur until final grading has been completed.
3. All tree and shrub beds shall be staked and approved prior to installation.
4. No substitutions will be accepted unless approval is granted by the General Contractor prior to submission of the bid.
5. Location adjustments may be needed in the field. Landscape Architect must be notified.
6. Plants to be installed as per planting details.
7. Plants shall be fertilized upon installation with dried bone meal. Other approved fertilizers mixed in with the planting soil as per the manufacturer's instructions may be applied. Summer and fall installations shall have an application of granular 10-0-5, 12oz. per 2.5"cal. tree and 6oz. per shrub. An additional application of 10-10-10 the following spring in the tree saucer.
8. Areas receiving ground covers, perennials, or garden space shall receive a minimum of 18 inches of planting soil consisting of 4 parts topsoil, 4 parts screened compost, and 1 part sand.
9. All deciduous trees shall be wrapped in the fall prior to Dec.1 and removed after April 15. Tree wrap shall be asphalt impregnated crepe, wrapped from base of trunk flare to first branches.
10. Edging shall be professional grade poly material. Edging horizontal layout to be uniform with smooth transitions. Edging vertical placement to be below typical mower deck cutting height.
11. A 36" wide wood mulch maintenance strip shall be installed along the north wall of the building. Maintenance strip shall have weed barrier fabric under wood mulch and edged with ploly edging.
12. Weed barrier shall be 4oz. woven needle punch, black. Overlapping seams.
13. Wood mulch shall be double shredded dark brown hardwood mulch and placed a minimum of 4 inches deep around all installed trees (tree rings) and 3 inches deep in all garden areas.
14. Tree rings shall be 6 feet in diameter and be a minimum of 4 inch deep double shredded hardwood. Mulch shall not come in contact with tree trunks.
15. All deciduous plantings shall occur between spring thaw and June 15, or between fall's first frost and the first snow or Nov. 15, which every comes first. Coniferous plantings must be prior to Oct. 1.
16. Landscape contractor shall be responsible for determining appropriate planting conditions. Warranties shall be enforced regardless of weather and planting conditioned.
17. No excess materials or debris will be on site. All hard surfaces will be swept and washed clean.

IRRIGATION NOTES:

1. Landscape contractor shall be responsible for providing an irrigation plan and specification as part of the scope of work. Submit a layout plan and specifications for approval by the General Contractor prior to construction. It is the Landscape contractors responsibility to ensure proper irrigation coverage and in the appropriate amounts.
2. Landscape contractor shall provide the Owner with an as-built plan showing all heads, zones, lines, and valve box.
3. Landscape contractor shall provide the Owner with an irrigation system schedule appropriate to the project conditions and to assure proper plant growth. A seasonal maintenance schedule will also be provided.
4. Landscape contractor shall insure that the irrigation is set appropriately to provide proper plant growth without damaging surrounding conditions. It is the Landscape contractors responsibility to insure proper surface and subsurface drainage in planted areas.

TURF NOTES:

1. Sod all areas disturbed unless noted as seed. Landscape contractor to obtain approval of seed mix.
2. Seed shall be installed as per the distributor's requirements for proper coverage and germination.
3. Sod shall be TPI certified turf grass sod, highland sod only. Sod shall be free from weeds, stones, and have a strong fiberous root structure and be free from burned or bare spots.
4. Sod shall be uniform in depth and cut into even rolls. All sod delivered to the site shall be installed that day. All seams shall be laid tight in staggered rows not less than 18 inches apart. Sod that abuts curbs or concrete areas shall have a finish grade 1 inch below the hard surface elevation. Once sod is installed the elevations shall be level. Sod areas shall be fertilized with a 9-14-7 new lawn starter and applied as per distributor's requirements.

INDEX OF CIVIL SITE DRAWINGS:

C0	COVER
C1	SITE PLAN
C2	GRADING AND DRAINAGE PLAN
C3	STORM WATER POLLUTION PREVENTION PLAN
C4	UTILITIES PLAN
C5	LANDSCAPE PLAN
C6	LIGHTING PLAN
C7	DETAILS

CONTRACTOR:

Kinghorn COMPANY
GENERAL CONTRACTORS

14198 Northdale Blvd
Rogers, MN 55374

Grady Kinghorn
(763) 428-8088
glkinghorn@kinghornco.com

NORTHGATE PERFORMING ARTS CENTER
NE Quad. Sunwood Drive and Peridot Street Ramsey, MN

LANDSCAPE PLAN

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

Signature: Scott Dulski
Date: 09/04/12 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING SITE DESIGN
118 East Broadway St.
PO Box 780
Monticello, MN 55362
Phone: 763-314-0929
www.civilesd.com

REVISIONS:

VERTICAL SCALE 1 inch = ____ feet

HORIZONTAL SCALE 1 inch = 20 feet (FULL SIZE SHEET 24 x 36)

DATE	DRAWN BY	DESIGNED BY	CHECKED BY
09/04/12	SD	SD	SD

FILE NO. 00419

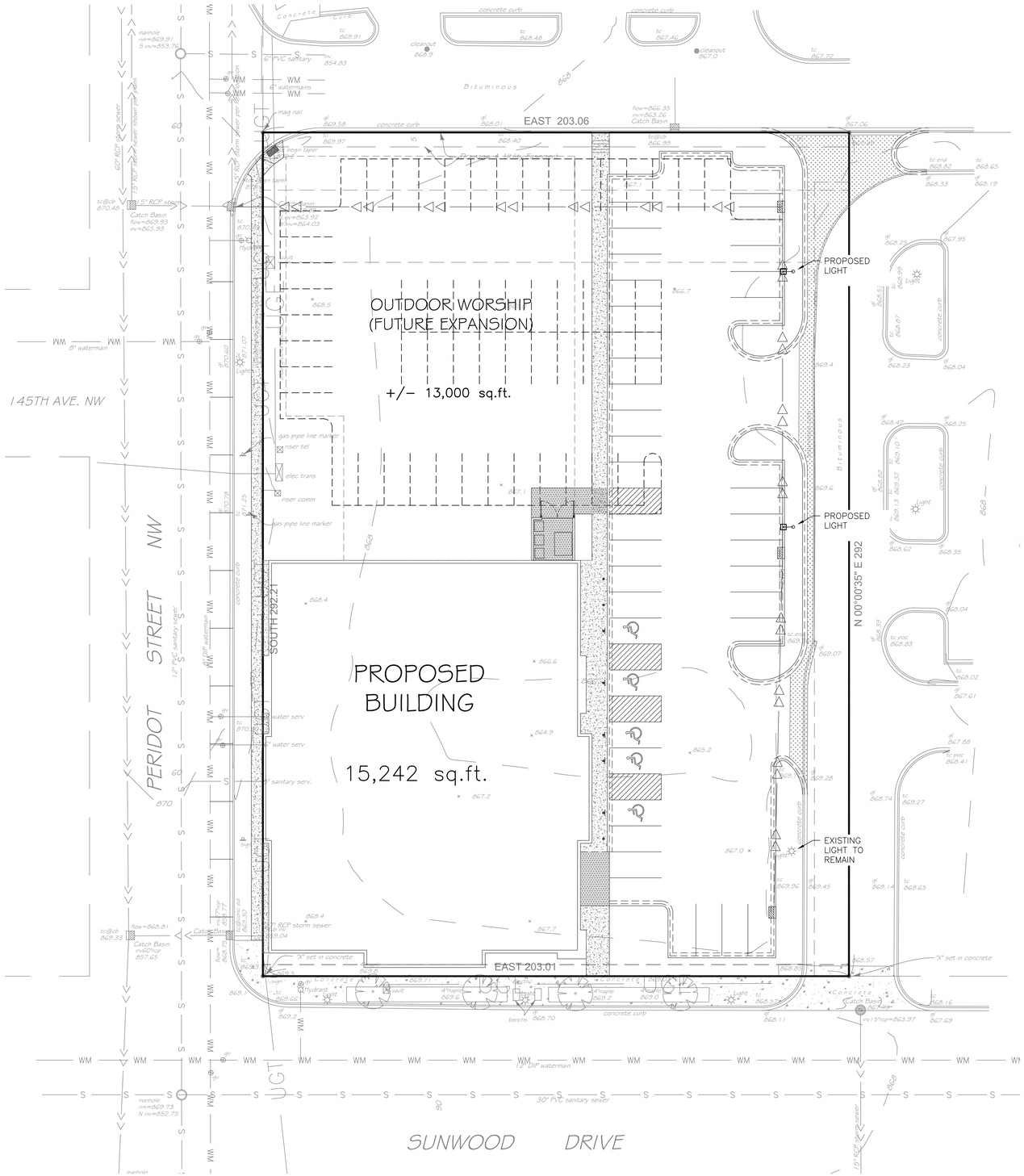
C5
Landscape Plan

LEGAL DESCRIPTION

OUTLOT A, RAMSEY TOWN CENTER 14TH ADDITION, ANOKA COUNTY, MINNESOTA.

PROJECT LOCATION

PART OF SECTION 28, TOWNSHIP 32, RANGE 25, ANOKA COUNTY, MINNESOTA.


EAST 203.06
OUTDOOR WORSHIP
(FUTURE EXPANSION)
+/- 13,000 sq.ft.
PROPOSED BUILDING
15,242 sq.ft.
PROPOSED LIGHT
PROPOSED LIGHT
EXISTING LIGHT TO REMAIN
SOUTH 292.21
N 00°00'35" E 292
EAST 203.01
145TH AVE. NW
PERIDOT STREET NW
SUNWOOD DRIVE
Bituminous
concrete curb
Drainage & Utility Easements
6" PVC sanitary
8" watermains
6" watermain
8" waterman
12" PVC sanitary sewer
60" RCP storm sewer
15" RCP storm sewer
Catch Basin
flow=869.93
inv=865.93
Catch Basin
flow=866.35
inv=863.26
Catch Basin
inv=863.92
inv=864.03
Catch Basin
flow=868.81
inv=862.77
Catch Basin
inv=862.30
Catch Basin
inv=862.30
Catch Basin
inv=862.30

RESERVED
FOR
CITY OF RAMSEY
DETAILS

INDEX OF CIVIL SITE DRAWINGS:

C0	COVER
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C5	LANDSCAPE PLAN
C6	LIGHTING PLAN
C7	DETAILS

CONTRACTOR:

Kinghorn COMPANY
GENERAL CONTRACTORS

14198 Northdale Blvd
Rogers, MN 55374

Grady Kinghorn
(763) 428-8088
glkinghorn@kinghornco.com

NORTHGATE PERFORMING ARTS CENTER

NE Quad. Sunwood Drive and Peridot Street
Ramsey, MN

DETAILS

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

Scott D. Solin

Date: 09/04/12 Reg. No. 24348

PREPARED BY:

CIVIL ENGINEERING
SITE DESIGN
118 East Broadway St.
PO Box 256
Monticello, MN 55362
Phone: 763-314-0929
www.civilesd.com

REVISIONS:

VERTICAL SCALE
1 inch = ____ feet

HORIZONTAL SCALE
1 inch = 20 feet
(FULL SIZE SHEET 24 x 36)

DATE	DRAWN BY	DESIGNED BY	CHECKED BY
09/04/12	SD	SD	SD

FILE NO. 00419

C7

Detials

CITY OF RAMSEY
DEVELOPMENT AGREEMENT
FOR NORTHGATE ADDITION

This Agreement dated this _____ day of _____, 2013, and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and Northgate Church Inc., a Minnesota Non-Profit Corporation ("**PERMITTEE**")

WHEREAS, **PERMITTEE** is the fee owner of land legally described as follows:

Outlot A, RAMSEY TOWN CENTER 14TH ADDITION, subject to easement of record, Anoka County, Minnesota

-or upon recording-

Lot 1, Block 1, NORTHGATE ADDITION

(the "Property")

WHEREAS, **PERMITTEE** has received approval from the **CITY** for NORTHGATE ADDITION (the "Plat");

THEREFORE, THE **CITY** AND **PERMITTEE** AGREE AS FOLLOWS:

1. Conditions of Approval. The **CITY** hereby approves the Plat on condition that:

   a. **PERMITTEE** enter into this Agreement, and
   b. **PERMITTEE** provide the necessary security in accordance with the terms of this Agreement pursuant to the City Code.

2. Development Plans. **PERMITTEE** shall develop the **Plat** in accordance with the Final Plat Plans prepared by Bolton & Menk dated September 13, 2012 (the "Plans"). The Plans shall not be attached to this Agreement, but are in **CITY** files.

3. Stage I Improvements Required. The Stage I Improvements the **CITY** requires that **PERMITTEE** construct within the Property are as follows:

   a. Trunk and lateral sanitary sewer (already constructed)
   b. Trunk and lateral water mains (already constructed)
   c. Storm drainage facilities (already constructed)
   d. Stormwater maintenance though 90 percent buildout (already completed)
   e. Streets (already constructed)
   f. Concrete curb and gutter (already constructed)
   g. Street traffic control signals (already constructed)
   h. Lot grading (covered in Development Permit)
   i. Trail development (not required)
   j. Sidewalk completion to **CITY** sidewalk width standards
   k. Electricity (within one-fourth mile of Property)
   l. Phone (within one-fourth mile of Property)
   m. Natural gas (within one-fourth mile of Property)
   n. Boulevard sodding

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o. Water shut off boxes (already completed)
p. Easement acquisition
q. As-built plans (covered in Development Permit)
r. Stage I financial surety

("Stage I Improvements")

PERMITTEE agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans. The Plans are subject to revisions per City Staff Review Letter dated September 28, 2012. The final construction plans for the Stage I Improvements shall be submitted to the City Engineer for review and approval prior to commencement of construction on the Stage I Improvements.

PERMITTEE agrees to provide specifications, subject to review and approval of the City Engineer, for construction and restoration of utilities within Sunwood Drive. Work must be completed under traffic, be brought up to grade, and must restored to existing conditions within 24 hours.

PERMITTEE shall be responsible for completing the rough grading of the Property and providing lot corner stakes prior to the installation of underground utilities as set forth above.

4. Stage I Improvement Financial Guarantee. **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage I Improvements and their timely completion. **PERMITTEE** shall be responsible for a financial guarantee in the amount of Twenty-Three Thousand Six Hundred Eighty-Five Dollars and No Cents ($23,685.00), which amount is 125% of the City Engineer's estimated cost of Stage I Improvements. The financial guarantee shall be deposited with the **CITY** at the time of recording of the Plat. Upon completion of Stage I Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, any surplus remaining balance in the **CITY**'s escrow account shall be promptly refunded to **PERMITTEE.**

5. Inspection Fees. **PERMITTEE** shall be responsible for all inspection costs incurred by the **CITY** related to the installation of Stage I Improvements that require inspection by the **CITY's** Engineering Division. **PERMITTEE** shall make a cash deposit into the appropriate escrow account at the **CITY**, and the **CITY** shall have 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 Stage I Improvements. **PERMITTEE** shall be responsible for a cash deposit in the amount Nine Hundred Forty-Seven Dollars and No Cents ($947.00). Upon completion of the Improvements to the satisfaction of the **CITY**, any surplus remaining balance in the **CITY**'s escrow account shall be promptly refunded to **PERMITTEE**.

6. Installation. Stage I 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 **PERMITTEE** and approved by the City Engineer. **PERMITTEE** shall obtain all necessary permits from all agencies before proceeding with construction and the Stage I Improvements. Within thirty (30) days after the completion of the Stage I Improvements and before the security is released, **PERMITTEE** shall supply the **CITY** with a complete set of reproducible "As Built" plans.

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7. Time of Performance. **PERMITTEE** shall install all Stage I Improvements by December 1, 2013. **PERMITTEE** may, however, request an extension of time from the **CITY**. If an extension is granted, it shall be conditioned upon updating the security posted by **PERMITTEE** to reflect any cost increases.

8. Ownership of Improvements. Upon the completion of the work and construction required to be done by this Agreement, the Stage I Improvements lying within public easements shall become **CITY** property without further notice or action.

9. License. **PERMITTEE** hereby grants the **CITY**, its agents, employees, officers, and contractors, a license to enter the Plat to perform all necessary work and/or inspections, on each respective property, deemed appropriate by the **CITY** during installation of Stage I Improvements by the **CITY**. The license shall expire after the Stage I Improvements installed pursuant to this Agreement have been installed and accepted by the **CITY**.

10. Stage II Improvements. The Stage II Improvements which the **CITY** requires **PERMITTEE** to construct within the Plat are as follows:

    a) Street striping and signing (complete)
    b) Seal coating (complete)
    c) Street lights
    d) Inspections
    e) Survey Monumentation
    f) Stage II cash deposit

    ("Stage II Improvements")

11. Clean Up. **PERMITTEE** shall promptly clear from public streets and property any soil, earth, or debris resulting from the construction work on the Property.

12. Payment for Stage II Improvements. **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage II Improvements and their timely completion. **PERMITTEE** shall be responsible for a financial guarantee in the amount of Eight Thousand Four Hundred Thirty-Eight Dollars and No Cents ($8,438.00), which amount is 125% of the City Engineer's estimated cost of Stage II Improvements. The financial guarantee shall be deposited with the **CITY** at the time of recording of the Plat. Upon completion of Stage II Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, any surplus remaining balance in the **CITY**'s escrow account shall be promptly refunded to **PERMITTEE**.

13. Street Cleaning. After the street surfacing is installed, **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 **PERMITTEE'S** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.

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14. **PERMITTEE** Default. In the event of default by **PERMITTEE** as to any of the work to be performed by it hereunder, the **CITY** may, at its option, perform the work and **PERMITTEE** shall promptly reimburse the **CITY** for any reasonable expense incurred by the **CITY**, provided **PERMITTEE** is first given written notice of the work in default, not less than 48 hours in advance. This Agreement 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. **PERMITTEE** grants the City approval to seek reimbursement from any of **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 Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

    b. Written Amendments Only. The action or inaction of the **CITY** shall not constitute a waiver or amendment to the provisions of this Agreement. 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 Agreement shall not be a waiver or release.

    c. Compliance with Laws and Regulations. **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 **PERMITTEE** does comply. Upon the **CITY**'s demand, **PERMITTEE** shall cease work until there is compliance.

    d. This Agreement shall run with the land and shall be recorded against the title to the Plat by **PERMITTEE**. After **PERMITTEE** has completed the work required of it under this Agreement, at **PERMITTEE'S** request, the **CITY** will execute and deliver a release of this Agreement.

    e. Mailbox Locations. **PERMITTEE** agrees 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. **PERMITTEE**, on their respective lots, 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. **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 Allina Lot.

    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. **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.

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h. Constructing Site Maintenance. **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 Agreement as to Stage I and Stage II Improvements, unless qualified as fixed amounts, are estimated. **PERMITTEE** agrees to pay each portion of the entire cost of said improvements including interest, engineering and legal fees related thereto.

j. Plat Approval Expenses. **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**. **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.

l. Marketable Title. Prior to recording of the Final Plat, **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 Agreement 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 **PERMITTEE** to provide proof of authority by their respective governing boards to execute this Agreement. 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. Recording of This Contract. **PERMITTEE** shall record this Agreement in the office of the Anoka County Recorder. **PERMITTEE** agrees that the terms and provisions of this Agreement shall run with the land and shall bind the parties. Upon performance of **PERMITTEE'S** obligations under this Agreement and after one (1) year warranty and acceptance by the **CITY** that all Stage I Improvements, Stage II Improvements, and all requirements contained herein as complete, **CITY** will execute an instrument in recordable form acknowledging the termination of this Agreement within a reasonable timeframe.

p. Violation of This Contract. If **PERMITTEE** fail 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 defaultee**,** 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 **PERMITTEE** shall also be grounds for denial of Building Permits for buildings on the Property.

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q. Contract Binding On Successors and Assigns. This Development Contract shall be binding upon the parties, and their successors and assigns.

16. Requirements for Building and Occupancy Permits. The parties have executed a Development Permit of even date herewith governing the conditions of issuance of 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 Development Agreement 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 trees, or escrow for same, have been provided.

17. Park Dedication. The Property is located in the City's Greenland Hills District. The current park dedication requirement is $4,738 per commercial acre. The amount due on the Property is Six Thousand Four Hundred Forty Four Dollars and No Cents ($4,738.00 x 1.36 acres = **$6,444.00**). **PERMITTEE** shall pay all park dedication fees before release of the plat for recording at Anoka County. The rate in effect at the time of execution of this Agreement will be collected.

18. Trail Development Fees. The current trail development fee is $1,090 per commercial acre. The amount due on the Property is One Thousand Four Hundred Eighty Two Dollars and No Cents ($1,090.00 1.36 acres = **$1,482.00**). **PERMITTEE** shall pay all fees before release of the plat for recording at the County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.

19. Sanitary Sewer Connection (Trunk) Fees. The current sanitary sewer connection fee is $3,308 per acre. The total amount due on the Property is Four Thousand Four Hundred Ninety-Nine Dollars and No Cents ($3,308 x 1.36 acres = **$4,499**). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.

20. Water Connection (Trunk) Fees. The current water connection fee is $5,835 per acre. The total amount due on the Property is Seven Thousand Nine Hundred Thirty Six Dollars and No Cents ($5,835 x 1.36 acres = **$7,936.00**). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.

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21. Sanitary Sewer Lateral Fees. The current sanitary sewer lateral fee is $3,328 per connection. The total amount due on the Property is Four Thousand Five Hundred Twnety-Six Dollars and No Cents ($3,328 x one (1) connection = **$3,328.00**). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.

22. Water Lateral Fees. The current water lateral fee is $6,143 per connection. The total amount due on the Property is Six Thousand One Hundred Forty-Three Dollars and No Cents ($6,143 x one (1) connection = **$6,143.00**). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.

23. Stormwater Management Fee. The current stormwater management fee is $4,465 per commercial acre. The amount due on the Property is Six Thousand Seventy Two Dollars and No Cents ($4,465.00 x 1.36 acres = **$6,072.00**). **PERMITTEE** shall pay all fees before release of the plat for recording at Anoka County. The rate in effect at the time of execution of the Agreement will be collected.

24. Street Light Fee. The current street light fee for The COR is $2,600 per light. The amount due on the Property is Thirteen Thousand Dollars and No Cents ($2,600 x five (5) lights = **$13,000.00**). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.

25. Street Light Operating and Maintenance Fee. The current street light operating and maintenance fee for The COR (first three years of operation) is $294 per light. The amount due on the Property is One Thousand Four Hundred Seventy Dollars and No Cents ($294 x five (5) lights = **$1,470.00**). **PERMITTEE** shall pay these fees before the release of the plat for recording at County Recorder's Office. The rate in effect at the time of execution of this Agreement will be collected.

26. Sidewalk Construction. **PERMITTEE** shall construct and pave on the Property, in accordance with **CITY** standards, a four (4) foot wide concrete sidewalk with pedestrian ramps in locations prescribed by the **CITY** as shown on the Plans and as amended by City Staff Review, at a grade not to exceed 5%.

27. 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:

AS TO PERMITTEE

Northgate Church, Inc.c/o Wayne Skaff15407 Krypton Street NWRamsey, MN 55303
With a copy to:

Wilbur F. Dorn Jr.
Dorn Law Firm, L td.
9380 Central Av NE

DRAFT

Blaine, MN 55434

AS TO CITY

City Administrator
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

With a copy to:

Development Services Manager
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

DRAFT

City of Ramsey

By:_____
Sarah Strommen, Mayor

By:_____
Kurt G. Ulrich, City Administrator

NORTHGATE CHURCH, INC.

By:_____

Its:_____

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

On this_____ day of_____ 2013, before me a Notary Public within and for said County, personally appeared Sarah Strommen and Kurt G. Ulrich, to me personally known, who each by me dually sworn, each did say that they are respectively the Mayor and the City Administrator 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 Administrator 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 _____ , 2013, by, Wayne Skaff, the Executive Pastor of Northgate Church, Inc., a Minnesota Non Profit Corporation under the laws of the State of Minnesota, on behalf of the corporation.

_____
Notary Public

DRAFT

NORTHGATE PERFORMING ARTS CENTER
DEVELOPMENT PERMIT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA

THIS DEVELOPMENT PERMIT, is 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 **NORTHGATE CHURCH, INC.,** a non-profit corporation (domestic) under the laws of the State of Minnesota, whose address is 15407 Krypton St NW, Ramsey, MN 55303 (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 1, Block 1, NORTHGATE ADDITION, Anoka County, Minnesota

(the "Subject Property"); and

WHEREAS, on October 23, 2012, the **CITY** approved the final plat of the Subject Property for NORTHGATE ADDITION (the "**Plat**"),

WHEREAS, on October 23, 2012, the **CITY** approved the final site plan for the Northgate Performing Arts Center 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;** and

WHEREAS, City Code Section 117-54 contains required content and structure for the following development permit.

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 plans consisting of Sheets A1, A2, and A3 prepared by Lampert Architects, dated August 29, 2012, *revised September 4, 2012* and Sheets C0, C1, C2, C3, C4, C5, C6, and C7 prepared by Civil Engineering Site Design dated September 4, 2012, subject to revisions as required by the City Staff Review Letter dated September 28, 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 on the Subject Property shall be constructed in accordance with the requirements of the Building Code.

5. **Fire Lanes.** Fire lanes shall be maintained on the Subject Property. The exact locations of these items on the Subject Property shall be as directed by the Fire Chief or his/her designee. 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 or his/her designee.

6. **Building Façade.** The **PERMITTEE** agrees to construct the building on the Subject Property in accordance with the site plan and architectural elevations prepared by Lampert Architects dated September 4, 2012, and approved by the City Council on October 23, 2012.

7. **Required Improvements.** The **PERMITTEE** shall construct and install the following site improvements on the Subject Property in accordance with the specifications and location as shown on the Site Plan**.** The Required Improvements are as follows:

   a. Site grading
   b. Private storm sewer 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.
   g. Continuous, B6/12 concrete curbing and gutter around the perimeter of all bituminous surfaces, excluding the bituminous surface parallel to the west boundary of the site.
   h. Installation of Landscaping
   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 May 1, 2014.

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 Two Hundred Ten Thousand Five Hundred Forty-Eight Dollars and No Cents. (**$**210,548.00), which is 150% of the **CITY'S** estimated cost of the Required Improvements. Prior to the issuance of the building permit, all financial guarantees must be provided as required herein. [NOTE: If the Developer has bids for the required improvements that are proven to be lower than our Engineer's Estimate, the City Engineer will take those bids in consideration for the financial guarantee. Bids may need to be accepted and signed to be used for this purpose.]
Upon completion of the construction of the Required Improvements, the corresponding financial guarantee shall be returned to the **PERMITTEE (**or letter of credit released) as soon as reasonably possible and the **PERMITTEE shall be** required to provide the landscaping maintenance guarantee described in Paragraph 12 of this Development Permit. 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 within the timeframe provided for 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 **Subject Property** 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 requiring inspection by the **CITY's** Engineering Division, which equates to One Thousand One Hundred Twenty-Five Dollars and No Cents (22,500 X .05 = $1,125.00). Upon completion of the Required Improvements to the satisfaction of the **CITY**, any surplus balance remaining in the **CITY'S** escrow account shall be promptly refunded to the **PERMITTEE**.

SECTION II
PERMITS AND OCCUPANCY

11. **Requirements for Building Permits**. No building permit for any lot on the Subject Property 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) when the **Plat** of Northgate Addition has been recorded at Anoka County Property Records, (e) a Lower Rum River Watershed Management Organization Permit has been obtained. In addition, 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 Subject Property. 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 **Subject Property** shall be issued until: (a) vehicular access to the **Subject Property** 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) if 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.

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 for the Subject Property, in accordance with the Landscape Plan. Said maintenance guarantee shall consist of cash or a letter of credit,

approved as to form by the City, in the amount of One Thousand Four Hundred Sixty-Three Dollars. and No Cents **($1,463.00)** [# plantings (8 trees, 33 shrubs) x cost/planting ($300/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 (**or letter of credit released).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 or other construction 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 Development Permit 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 Development Permit.

19. **Proof of Authority**. When the **PERMITTEE** is a corporation, the **CITY** requires proof of authority by the corporation to execute this Development Permit.

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, such amount of any and all financial guarantees that are needed to compensate CITY for actual damages incurred as a result of such breach. 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.

22. **Impacted Public Improvements**. The Permittee shall promptly return any material to the **CITY** that is required to be removed as a result of the construction of the entrance to the Subject Property (the "Entrance"). The **PERMITTEE** agrees to not damage or destroy any plant, tree, or other landscape material removed for the construction of the Entrance and agrees to restore the irrigation system to working order.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, this _____ day of _____, 2013.

DRAFT

NORTHGATE CHURCH, INC.

By: _____
Wayne Skaff, Executive Pastor

CITY OF RAMSEY

By: _____
Sarah Strommen, Mayor

ATTEST

By: _____
Kurt G. Ulrich, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, 2013, before me a Notary Public personally appeared Sarah Strommen and Kurt G. Ulrich, to me personally known, 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 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 Sarah Strommen and Kurt G. Ulrich acknowledge 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 _____, 2013, by Wayne Skaff, Executive Pastorof Northgate Church, Inc., a non-profit corporation (domestic) under the laws of the State of Minnesota, on behalf of the company.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

REVIEWED BY:

Randall, Goodrich and Haag P.L.C.
2140 Fourth Avenue
Anoka, MN

DRAFT

Kinghorn COMPANY
GENERAL CONTRACTORS

Northgate Church
Site Improvement Quantities & Costs
3/5/2013

Site Grading & Utilities	QTY	Unit Cost	Unit	TOTAL
Grading	1	$ 22,500.00	LS	22,500.00
Utilities	1	$ 32,598.00	LS	32,598.00

Site Concrete	QTY	Unit Cost	Unit	TOTAL
Curb & Gutter B612	686	$ 13.32	LF	9,137.52
Curb & Gutter B618 Street Patch	28	$ 24.93	LF	698.04
Concrete Valley Gutter	58	$ 25.43	LF	1,474.94

Paving	QTY	Unit Cost	Unit	TOTAL
Light duty Parking Lot	1682		SY	
Heavy duty Drive Lane	177		SY	
Combined Total	1859	$ 20.92	SY	38,900.00

Landscaping	QTY	Unit Cost	Unit	TOTAL
Autumn Radiance Maple	2	$ 288.00	ea	576.00
Colorado Blue Spruce	6	$ 256.00	ea	1,536.00
Buffalo Juniper	3	$ 38.00	ea	114.00
Arctic Fire Dogwood	28	$ 36.00	ea	1,008.00
Prairie Petite Lilac	2	$ 38.00	ea	76.00
Karl Forester Grass	9	$ 13.00	ea	117.00
Assorted Hosta	20	$ 14.00	ea	280.00
Shredded Hardwood Mulch	15	$ 75.00	CY	1,125.00
4 oz. weed barrier fabric	1000	$ 0.10	SF	100.00
Commercial Grade Vinyl Edger	180	$ 2.40	LF	432.00
Sod	1000	$ 4.10	SY	4,100.00
Seed	1400	$ 1.80	SY	2,520.00

TOTAL				117,292.50

Engineer's Estimate
Northgate Performing Arts Center
March 20, 2013

Utilities

Description	Estimated Quantities	Unit	Unit Price	Extension
36" Perforated Pipe	244	LF	$ 65.00	$ 15,860.00
48" Catch Basin	3	EA	$ 1,500.00	$ 4,500.00
15" RCP	190	LF	$ 15.00	$ 2,850.00
12" PVC	75	LF	$ 12.00	$ 900.00
geotextile Fabric	600	SY	$ 2.00	$ 1,200.00
Excavation (removal)	220	CY	$ 7.00	$ 1,540.00
2"Minus Rock	156	CY	$ 20.00	$ 3,120.00
Abandon Storm Stub	1	LS	$ 600.00	$ 600.00
Connect to Existing Storm	1	EA	$ 500.00	$ 500.00
Connect to Existing Water	1	EA	$ 500.00	$ 500.00
Connect to Existing Sewer	1	EA	$ 500.00	$ 500.00
Sub-total - Utilities				**$ 32,070.00**

Site Improvements

Description	Estimated Quantities	Unit	Unit Price	Extension	public improvements	
public sidewalk	280	SY	$ 32.00	$ 8,960.00	$ 8,960.00	Stage I
Private sidewalk	184	SY	$ 32.00	$ 5,888.00		Stage I
public ramp	1	EA	$ 250.00	$ 250.00	$ 250.00	Dev Permit
Private sidewalk (hd)	52	SY	$ 30.00	$ 1,560.00		Dev Permit
Private steps	6	Steps	$ 100.00	$ 600.00		Dev Permit
Grading	1	LS	$ 5,000.00	$ 17,500.00		Dev Permit
Erosion Control/SWPPP	1	LS	$ 5,000.00	$ 5,000.00		Dev Permit
Premium topsoil	330	CY	$ 20.00	$ 6,600.00		Dev Permit
Restoration / Sod	2000	SY	$ 3.20	$ 6,400.00		Dev Permit
street light	2	ea	$ 3,000.00	$ 6,000.00		Stage II
remove curb	100	LF	$ 5.00	$ 500.00		Dev Permit
remove bituminous	200	SY	$ 2.00	$ 400.00		Dev Permit
milling	55	SY	$ 2.00	$ 110.00		Dev Permit
Class 5 Agg Base	730	TN	$ 18.00	$ 13,140.00		Dev Permit
Concrete Curb	790	LF	$ 14.00	$ 11,060.00		Dev Permit
Bit Base	245	TN	$ 70.00	$ 17,150.00		Dev Permit
Bit Wear	185	TN	$ 75.00	$ 13,875.00		Dev Permit
Striping - Epoxy	1000	LF	$ 1.50	$ 1,500.00		Dev Permit
Pavement Messages	5	EA	$ 250.00	$ 1,250.00		Dev Permit
Signage	1	LS	$ 400.00	$ 400.00		Dev Permit
Iron Monumentation	1	LS	$ 750.00	$ 750.00		Stage II
Construction Staking	1	LS	$ 8,500.00	$ 8,500.00		Dev Permit
As-Builts	1	LS	$ 2,500.00	$ 2,500.00		Dev Permit
Boulevard Sod	1000	SY	$4.10	$ 4,100.00		Stage I
Sub-total - Site Improvements				**$ 133,993.00**	**$ 9,210.00**	

Engineer's Estimate
Northgate Performing Arts Center
March 20, 2013

Total	**$ 166,063.00**	
Required LOC (150%)	**$ 249,094.50**	
Inspection Escrow (5%)		**$ 1,573.00**

= Requires City Inspection

CC Regular Session **4. 2.**

Meeting Date: 03/26/2013

By: Jackie Lipski, Finance

Information

Title:

Adopt Resolution #13-03-063 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of March 7, 2013 through March 20

Funding Source:

N/A

Council Action:

Motion to Adopt Resolution #13-03-063 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of March 7, 2013 through March 20.

Attachments

Bills List 3/26/2013

Resolution 3/26/2013

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	03/21/2013 08:38 AM
Kurt Ulrich	Kurt Ulrich	03/21/2013 03:49 PM

Form Started By: Jackie Lipski Started On: 03/20/2013 02:57 PM

Final Approval Date: 03/21/2013

CITY OF RAMSEY - FINANCE OFFICE Printed 3/20/2013

RAMSEY CITY COUNCIL MEETING

3/26/2013

BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Purchase Journal:	
Prepaids 3/7/2013-3/20/13	799,001.12
Accounts Payab 3/7/13-3/20/13	153,000.26
Payroll 3/14/13	107,061.90
Pay Estimates	17,744.64

TOTAL SUBMITTED FOR APPROVAL THIS MEETING **$ 1,076,807.92**

		APPROVED PREV. MTG	2012 Y.T.D.
DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:			
	NET PAYROLL TOTAL	$ 114,254.45	$ 589,690.73
-	CORRECTION TO PAYROLL		
	PREPAIDS		
-	PREPAID ADJUSTMENTS	1,237,441.36	2,447,302.07
	WIRE TRANSFERS FOR DEBT SERVICE		407,056.25
-	CORRECTION TO D.S.		
	ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
-	BILLS LIST SUBMITTED	213,329.48	874,847.59
	ADD (DELETE) BILLS LIST SUBMITTED PAY ESTIMATE(S)		118,038.75
-	CHECKS VOIDED	0.00	0.00
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED		**$ 1,565,025.29**	**$ 4,436,935.39**

CITY OF RAMSEY

Council Check Register

3/7/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
91004	**3/7/2013**		**113027 BLUE CROSS BLUE SHIELD- EAP**						
		61.25	EAP FEB 2013		66598	2629350	0130.6315		MISCELLANEOUS PROFESSIO
		61.25							
91005	**3/7/2013**		**100404 CENTURYLINK**						
		65.35	FEB/MAR 2013 BILLING		66599	763 422-1452 795 FEB 13	0452.6321		TELEPHONE
		65.35							
91006	**3/7/2013**		**100351 NCPERS MINNESOTA**						
		384.00	MARCH 3013 BILLING		66600	704800 MAR 2013	9101.2170		DENTAL/DISABILITY/LIFE
		384.00							
91007	**3/7/2013**		**113445 PERSHING, LLC**						
		630.97	PURCHASE MENARD CASS/SANGAMON		66601	030613	9701.4701		INTEREST ON INVESTMENTS
		25,075.00	PURCHASE MENARD CASS/SANGAMON		66601	030613	9701.4701		INTEREST ON INVESTMENTS
		590,000.00	PURCHASE MENARD CASS/SANGAMON		66601	030613	9701.1038		JURAN & MOODY - INVESTMEI
		615,705.97							
91008	**3/7/2013**		**111137 WRIGHT HENNEPIN COOPERATIVE EL**						
		29.87	FEB 2013 SERVICES		66602	150-1687-1105FE B 2013	9410.6315	00041012	MISCELLANEOUS PROFESSIO
		29.87							
91081	**3/14/2013**		**107962 GENESIS EMPLOYEE BENEFITS**						
		3,875.00			66604	03121315563810	9101.2176		LIFE/HEALTH-EMPLOYEE
		3,875.00							
91082	**3/14/2013**		**100012 ACE SOLID WASTE INC**						
		27.55	RECYCLE/TRASH MARCH 2013		66620	0010211249	9601.6374		REFUSE/RECYCLING
		27.55	RECYCLE/TRASH MARCH 2013		66620	0010211249	9602.6374		REFUSE/RECYCLING
		27.55	RECYCLE/TRASH MARCH 2013		66620	0010211249	9605.6374		REFUSE/RECYCLING
		31.16	RECYCLE/TRASH MARCH 2013		66620	0010211249	0220.6374		REFUSE/RECYCLING
		82.65	RECYCLE/TRASH MARCH 2013		66620	0010211249	0311.6374		REFUSE/RECYCLING
		88.07	RECYCLE/TRASH MARCH 2013		66620	0010211249	0452.6374		REFUSE/RECYCLING
		159.42	RECYCLE/TRASH MARCH 2013		66620	0010211249	0194.6374		REFUSE/RECYCLING
		443.95							
91083	**3/14/2013**		**100297 CENTERPOINT ENERGY**						
		315.32	JAN 2013 BILLING		66621	8000014064-2JAN 13	9601.6373		GAS
		315.32	JAN 2013 BILLING		66621	8000014064-2JAN 13	9602.6373		GAS
		315.32	JAN 2013 BILLING		66621	8000014064-2JAN 13	9605.6373		GAS
		492.42	JAN 2013 BILLING		66621	8000014064-2JAN 13	0452.6373		GAS
		945.96	JAN 2013 BILLING		66621	8000014064-2JAN 13	0311.6373		GAS
		2,035.22	JAN 2013 BILLING		66621	8000014064-2JAN 13	0220.6373		GAS
		4,419.56							
91084	**3/14/2013**		**110734 CITY OF RAMSEY**						
		14.21	722365		66635	031413	9601.4651		WATER REVENUE
		17.82	722603		66635	031413	9601.4651		WATER REVENUE
		19.77	722699		66635	031413	9601.4651		WATER REVENUE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		400.00	722626		66635	031413	9601.4651		WATER REVENUE
		451.80							
91085	**3/14/2013**		**100116 CONNEXUS ENERGY**						
		502.89	TRAFFIC SIGNALS FEB 2013		66622	759126-303100FE B 13	0260.6371		ELECTRIC UTILITIES
		267.82	MISC PW ACCOUNTS FEB 2013		66623	759126-303106FE B 13	9605.6371		ELECTRIC UTILITIES
		267.83	MISC PW ACCOUNTS FEB 2013		66623	759126-303106FE B 13	9601.6371		ELECTRIC UTILITIES
		267.83	MISC PW ACCOUNTS FEB 2013		66623	759126-303106FE B 13	9602.6371		ELECTRIC UTILITIES
		803.49	MISC PW ACCOUNTS FEB 2013		66623	759126-303106FE B 13	0311.6371		ELECTRIC UTILITIES
		1,541.30	MISC PW ACCOUNTS FEB 2013		66623	759126-303106FE B 13	0452.6371		ELECTRIC UTILITIES
		39.91	MISC CITY ACCOUNTS FEB 2013		66624	759126-303107FE B13	9410.6371	00041018	ELECTRIC UTILITIES
		83.60	MISC CITY ACCOUNTS FEB 2013		66624	759126-303107FE B13	9230.6371		ELECTRIC UTILITIES
		89.91	MISC CITY ACCOUNTS FEB 2013		66624	759126-303107FE B13	0295.6371		ELECTRIC UTILITIES
		134.87	MISC CITY ACCOUNTS FEB 2013		66624	759126-303107FE B13	0194.6371		ELECTRIC UTILITIES
		431.55	MISC CITY ACCOUNTS FEB 2013		66624	759126-303107FE B13	9410.6371	00041012	ELECTRIC UTILITIES
		2,059.61	MISC CITY ACCOUNTS FEB 2013		66624	759126-303107FE B13	0220.6371		ELECTRIC UTILITIES
		5,188.18	MISC CITY ACCOUNTS FEB 2013		66624	759126-303107FE B13	9240.6371		ELECTRIC UTILITIES
		5,190.21	MISC CITY ACCOUNTS FEB 2013		66624	759126-303107FE B13	0194.6371		ELECTRIC UTILITIES
		16,869.00							
91086	**3/14/2013**		**100179 FIRE FIGHTERS RELIEF ASSN**						
		3,000.00	SUP PAY GEVING/PETERSON		66625	031413	9101.4273		OTHER STATE GRANTS & AIDS
		3,000.00							
91087	**3/14/2013**		**107962 GENESIS EMPLOYEE BENEFITS**						
		42.50	VEBA/FLEX FEES FEB 2013		66626	17889	0130.6315		MISCELLANEOUS PROFESSIO
		215.00	VEBA/FLEX FEES FEB 2013		66626	17889	9101.2176		LIFE/HEALTH-EMPLOYEE
		257.50							
91088	**3/14/2013**		**113023 HOSCH APPRAISAL AND CONSULTING**						
		270.00	RE:8019 14TH AVE APPRAISAL		66627	HAC11101-00-05	9496.6315		MISCELLANEOUS PROFESSIO
		270.00							
91089	**3/14/2013**		**111501 LANDFORM PROFESSIONAL SERVICES**						
		15,000.00	SERVICES THROUGH OCT 2012		66618	21179A	0295.6315		MISCELLANEOUS PROFESSIO
		15,000.00	SERVICES THROUGH DEC 2012		66619	21218A	0295.6315		MISCELLANEOUS PROFESSIO
		36.47	SERVICES THROUGH JAN 2013		66628	21257	0295.6315		MISCELLANEOUS PROFESSIO
		15,000.00	SERVICES THROUGH JAN 2013		66628	21257	0295.6315		MISCELLANEOUS PROFESSIO
		45,036.47							
91090	**3/14/2013**		**100389 MN POST BOARD**						
		765.00	POST BOARD RENEW 9 OFFICERS		66629	031113	0211.6451		MEMBERSHIP DUES
		765.00							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
91091	**3/14/2013**		**100379 PETTY CASH PW**						
		123.56	REIMBURSE PW PETTY CASH		66630	031313	9601.6249		MISCELLANEOUS OPERATING
		123.56							
91092	**3/14/2013**		**113563 SWISHER, JOHN**						
		100.00	DAMAGE DEP REFUND CC#4388		66631	031313	9804.1160		KEY & DAMAGE DEPOSIT
		100.00							
91093	**3/14/2013**		**100510 VERIZON WIRELESS**						
		74.44	FEB 2013 BILLING		66633	9700234924	0130.6323		CELLULAR PHONES
		74.44							
91094	**3/14/2013**		**107877 WILSON DEVELOPMENT SERVICES**						
		1,299.44	RE:WISER CHOICE RELOCATE		66632	23124	9496.6315		MISCELLANEOUS PROFESSIO
		1,299.44							
91095	**3/14/2013**		**111137 WRIGHT HENNEPIN COOPERATIVE EL**						
		29.87	7550 SUNWOOD DR PD		66634	150-1682-6501 FEB 13	0211.6489		OTHER CONTRACTED SERVIC
		29.87							
91096	**3/19/2013**		**100404 CENTURYLINK**						
		307.08	MARCH 2013 BILLING		66696	612 E34-0550 637MAR13	0192.6321		TELEPHONE
		307.08	MARCH 2013 BILLING		66697	612 E34-0544 018MAR13	0192.6321		TELEPHONE
		307.08	MARCH 2013 BILLING		66698	612 E34-0549 596MAR13	0192.6321		TELEPHONE
		921.24							
91097	**3/19/2013**		**113321 FACTORY MOTOR PARTS**						
		186.14	ALTERNATOR		66699	70-129104	0311.6257		OTHER VEHICLE PARTS
		186.14							
91098	**3/19/2013**		**100345 NAPA AUTO PARTS ELK RIVER**						
		43.91	GREASE		66700	650879	0311.6281		SMALL TOOLS & MINOR EQUIF
		43.91							
91099	**3/19/2013**		**100413 RANDALL, GOODRICH AND HAAG, P**						
		2,404.60	5 DWI ADM FORFEITURES		66701	031513	0230.6249		MISCELLANEOUS OPERATING
		2,404.60							
91100	**3/19/2013**		**100413 RANDALL, GOODRICH AND HAAG, P**						
		2,873.80	MARCH 13 PROSECUTION		66702	031813	0161.6304		LEGAL FEES
		2,873.80							
91101	**3/19/2013**		**113001 UNITED METHODIST CHURCH OF ANO**						
		845.03	INSURANCE PYMT DAMAGED DOORS		66704	031513	9702.4609		OTHER MISCELLANEOUS REV
		845.03							
91102	**3/19/2013**		**100290 USA MOBILITY INC**						
		6.36	MARCH 2013 BILLING		66703	W0317755C	0311.6323		CELLULAR PHONES
		168.60	MARCH 2013 BILLING		66703	W0317755C	0220.6249		MISCELLANEOUS OPERATING
		174.96							
91103	**3/19/2013**		**111137 WRIGHT HENNEPIN COOPERATIVE EL**						

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		26.67	7550 SUNWOOD DR CH		66705	150-1681-6340FE B13	0194.6489		OTHER CONTRACTED SERVIC
		26.67	7650 SUNWOOD DR- RAMP		66706	150-1681-4280 FEB 13	9240.6315		MISCELLANEOUS PROFESSIO
		53.34							
90242337	**3/14/2013**		**100398 PUBLIC EMPLOYEES RETIREMENT AS**						
		12,514.14			66613	0312131556387	9101.2174		PERA-EMPLOYEE
		16,751.64			66614	0312131556388	9101.2183		PERA-EMPLOYER
		29,265.78							
94814465	**3/14/2013**		**100113 BANK OF THE WEST**						
		16,831.55			66603	0312131556381	9101.2171		FEDERAL WITHHOLDING
		8,007.31			66608	0312131556382	9101.2173		FICA & MEDICARE-EMPLOYEE
		8,007.31			66609	0312131556383	9101.2182		FICA & MEDICARE-EMPLOYER
		32,846.17							
96744192	**3/14/2013**		**100601 MN DEPT OF REV WH**						
		7,050.35			66615	0312131556389	9101.2172		STATE WITHHOLDING
		7,050.35							
99022813	**3/18/2013**		**100219 HOME DEPOT COMMERCIAL ACCT PRO**						
		26.93	FEB 2013 BILLING		66695	022813	0194.6249		MISCELLANEOUS OPERATING
		26.93							
99031413	**3/14/2013**		**108768 COMDATA NETWORK INC**						
		633.80-	USAIRWAY , ULRICH		66616	FEB13 COMDATA	0111.6331		TRAVEL & LODGING
		633.80-	USAIRWAY , ULRICH		66616	FEB13 COMDATA	0111.6331		TRAVEL & LODGING
		1.42	AMAZON , BRAMA		66616	FEB13 COMDATA	0312.6249		MISCELLANEOUS OPERATING
		1.62	OFFICE MAX , WIEMANN		66616	FEB13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		1.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		1.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		1.99	THE HOME DEPOT , RIEMER		66616	FEB13 COMDATA	0312.6267		OTHER STREET MAINTENANC
		2.13	THE HOME DEPOT , RIEMER		66616	FEB13 COMDATA	0312.6267		OTHER STREET MAINTENANC
		2.97	THE HOME DEPOT KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		2.97	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		3.20	J&R SOUND/MAILORDER , WIEMANN		66616	FEB13 COMDATA	0223.6389		TOWING SERVICES
		4.47	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		4.47	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		4.47	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		4.47	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		5.33	AMAZON , FREDRICKSON		66616	FEB13 COMDATA	0130.6323		CELLULAR PHONES
		5.54	AMAZON , FREDRICKSON		66616	FEB13 COMDATA	0130.6323		CELLULAR PHONES
		5.47	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		6.37	AMAZON , FREDRICKSON		66616	FEB13 COMDATA	0130.6323		CELLULAR PHONES
		5.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		5.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		5.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		6.79	OFFICE MAX , WIEMANN		66616	FEB13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		6.79	OFFICE MAX , WIEMANN		66616	FEB13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		7.44	AMAZON , FREDRICKSON		66616	FEB13 COMDATA	0130.6323		CELLULAR PHONES
		7.47	J&R SOUND/MAILORDER , WIEMANN		66616	FEB13 COMDATA	0223.6389		TOWING SERVICES
		7.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		7.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		7.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		7.98	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		8.54	AMAZON , FREDRICKSON		66616	FEB13 COMDATA	0130.6323		CELLULAR PHONES

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		8.15	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		9.00	DEPOT PARKING , ULRICH		66616	FEB13 COMDATA	0130.6335		TRAINING
		9.97	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		9.97	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		9.99	OFFICE MAX , WIEMANN		66616	FEB13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		10.69	COBORN'S SUPERSTORE , WIEMANN		66616	FEB13 COMDATA	0211.6249		MISCELLANEOUS OPERATING
		13.09	AMAZON , FREDRICKSON		66616	FEB13 COMDATA	0130.6323		CELLULAR PHONES
		15.47	THE HOME DEPOT , KOHNER		66616	FEB13 COMDATA	0220.6281		SMALL TOOLS & MINOR EQUIF
		17.08	WWW.NEWEGG.COM , FREDRICKSON		66616	FEB13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		17.65	FRATTALLONES , RIEMER		66616	FEB13 COMDATA	0311.6249		MISCELLANEOUS OPERATING
		17.98	COBORN'S SUPERSTORE , KAPLER		66616	FEB13 COMDATA	0220.6249		MISCELLANEOUS OPERATING
		19.98	AMAZON , BRAMA		66616	FEB13 COMDATA	0312.6249		MISCELLANEOUS OPERATING
		20.08	DEY APPLIANCE , BRAY		66616	FEB13 COMDATA	0194.6382		MACHINERY & EQUIPMENT RE
		20.29	FRATTALLONES , RIEMER		66616	FEB13 COMDATA	0311.6249		MISCELLANEOUS OPERATING
		26.77	POWER SYSTEMSWIEMANN		66616	FEB13 COMDATA	0223.6389		TOWING SERVICES
		27.86	THE HOME DEPOT , RIEMER		66616	FEB13 COMDATA	0312.6267		OTHER STREET MAINTENANC
		28.86	CENTRAL HYDRAULICS , RIEMER		66616	FEB13 COMDATA	0311.6249		MISCELLANEOUS OPERATING
		31.94	AMAZON , WIEMANN		66616	FEB13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		32.01	WWW.NEWEGG.COM , WIEMANN		66616	FEB13 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISI
		32.01	WWW.NEWEGG.COM , WIEMANN		66616	FEB13 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISI
		32.10	WM SUPERCENTER , BRAY		66616	FEB13 COMDATA	0111.6249		MISCELLANEOUS OPERATING
		32.12	CELLULAR EXPERTS , KAPLER		66616	FEB13 COMDATA	0220.6249		MISCELLANEOUS OPERATING
		45.10	COBORN'S SUPERSTORE , ULRICH		66616	FEB13 COMDATA	0130.6249		MISCELLANEOUS OPERATING
		51.21	WWW.NEWEGG.COM , WIEMANN		66616	FEB13 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISI
		52.19	BOB JOHNSON'S COMP , WIEMANN		66616	FEB13 COMDATA	0211.6257		OTHER VEHICLE PARTS
		50.00	COA*AIRLINE TAXES&FEES , ULRIC		66616	FEB13 COMDATA	0111.6331		TRAVEL & LODGING
		58.25	AMAZON , WIEMANN		66616	FEB13 COMDATA	0211.6251		BATTERIES
		58.76	OPTICS PLANET INC , WIEMANN		66616	FEB13 COMDATA	0211.6257		OTHER VEHICLE PARTS
		60.00	MN GFOA , LUND		66616	FEB13 COMDATA	0153.6451		MEMBERSHIP DUES
		63.31	AMSOIL , KOHNER		66616	FEB13 COMDATA	0220.6227		LUBRICANTS & ADDITIVES
		64.17	CENTRAL HYDRAULICS , RIEMER		66616	FEB13 COMDATA	0312.6257		OTHER VEHICLE PARTS
		65.87	MAMA DE LUCAS PIZZERIA , ULRIC		66616	FEB13 COMDATA	0111.6249		MISCELLANEOUS OPERATING
		69.63	UNITED SURFACE PREP , RIEMER		66616	FEB13 COMDATA	0260.6249		MISCELLANEOUS OPERATING
		74.80	WWW.NEWEGG.COM , FREDRICKSON		66616	FEB13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		75.00	KOHL'S , DWYER		66616	FEB13 COMDATA	0211.6231		UNIFORMS & TURN-OUT GEAF
		75.97	MAMA DE LUCAS PIZZERIA , ULRIC		66616	FEB13 COMDATA	0111.6249		MISCELLANEOUS OPERATING
		77.95	LANDS END BUS OUTFITTER , WIEM		66616	FEB13 COMDATA	0211.6231		UNIFORMS & TURN-OUT GEAF
		77.95	LANDS END BUS OUTFITTER , WIEM		66616	FEB13 COMDATA	0211.6231		UNIFORMS & TURN-OUT GEAF
		90.79	WWW.NEWEGG.COM , WIEMANN		66616	FEB13 COMDATA	0211.6206		FILM, MICROFILM, TAPES, DISI
		92.84	COBORN'S SUPERSTORE , SCHIFERL		66616	FEB13 COMDATA	0211.6249		MISCELLANEOUS OPERATING
		102.06	EX *TIMBUK2 1275726 , DWYER		66616	FEB13 COMDATA	0211.6231		UNIFORMS & TURN-OUT GEAF
		108.76	MAMA DE LUCAS PIZZERIA , KAPLE		66616	FEB13 COMDATA	0220.6249		MISCELLANEOUS OPERATING
		130.00	MINNESOTA CHIEFS OF PD , DWYER		66616	FEB13 COMDATA	0211.6451		MEMBERSHIP DUES
		132.00	KENDELL DOORS & HARDWARD , BRA		66616	FEB13 COMDATA	0194.6259		BUILDING MAINT/REPAIR SUPI
		168.03	COPQUEST.COM , WIEMANN		66616	FEB13 COMDATA	0211.6237		CRIME SCENE KIT MATERIALS
		160.00	PAYPAL *MINNESOTAHI , DWYER		66616	FEB13 COMDATA	0211.6335		TRAINING
		160.00	PAYPAL *MINNESOTAHI , DWYER		66616	FEB13 COMDATA	0211.6335		TRAINING
		160.12	BLUE VELVET , KAPLER		66616	FEB13 COMDATA	0220.6249		MISCELLANEOUS OPERATING
		176.22	CENTRAL HYDRAULICS , RIEMER		66616	FEB13 COMDATA	0312.6257		OTHER VEHICLE PARTS
		192.35	WWW.NEWEGG.COM , FREDRICKSON		66616	FEB13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		199.00	ROCKHURST UNIVERSITY , RIEMER		66616	FEB13 COMDATA	0311.6335		TRAINING
		204.00	SURVEYMONKEY.COM , FREDRICKSON		66616	FEB13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		223.25	PAYPAL *BERKAT1977 , LASHER		66616	FEB13 COMDATA	0111.6249		MISCELLANEOUS OPERATING
		350.00	U OF M CCE NONCREDIT , RIEMER		66616	FEB13 COMDATA	0452.6335		TRAINING
		416.12	BLUE VELVET CARWASH , DWYER		66616	FEB13 COMDATA	0211.6249		MISCELLANEOUS OPERATING
		440.00	MINNESOTA RURAL WATER , RIEMER		66616	FEB13 COMDATA	9601.6335		TRAINING

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		650.00	FBI / LEEDA, INC , DWYER		66616	FEB13 COMDATA	0211.6335		TRAINING
		650.00	FBI / LEEDA, INC , DWYER		66616	FEB13 COMDATA	0211.6335		TRAINING
		700.00	GASAWAY CONSULTING , KAPLER		66616	FEB13 COMDATA	0220.6335		TRAINING
		745.00	APA STREAMING PRODUCTS , GLADH		66616	FEB13 COMDATA	0191.6335		TRAINING
		812.24	WWW.NEWEGG.COM , WIEMANN		66616	FEB13 COMDATA	0280.6241		COMMUNITY POLICING SUPPL
		1,267.60	USAIRWAY , ULRICH		66616	FEB13 COMDATA	0111.6331		TRAVEL & LODGING
		1,267.60	USAIRWAY , ULRICH		66616	FEB13 COMDATA	0111.6331		TRAVEL & LODGING
		2,273.44	IABC - BLOOMINGTON , RIEMER		66616	FEB13 COMDATA	0260.6249		MISCELLANEOUS OPERATING
		124.87-			66616	FEB13 COMDATA	9101.2082		SALES/USE TAX PAYABLE
		.69-			66616	FEB13 COMDATA	9290.2082		SALES/USE TAX PAYABLE
		10.95	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		11.08	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		13.91	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		15.49	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		15.66	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		17.08	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		17.24	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		17.87	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		19.38	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		19.83	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		20.13	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		20.31	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		20.91	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0452.6223	00000664	GASOLINE
		21.12	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		21.32	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		22.00	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		22.08	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		22.25	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0220.6223	00000563	GASOLINE
		22.33	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		22.69	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		22.83	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		23.37	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		24.03	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE

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		24.16	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		24.76	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		25.36	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		25.40	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		25.55	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000365	GASOLINE
		25.79	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		25.95	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		26.00	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		26.21	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		27.07	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		27.46	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		27.76	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		27.77	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		27.78	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		27.90	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		28.03	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		28.33	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		28.63	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		28.66	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		28.80	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000352	GASOLINE
		28.90	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		29.11	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		29.32	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		29.77	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		30.05	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		30.11	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		30.28	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000352	GASOLINE
		30.52	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		30.58	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		31.00	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		31.04	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		31.36	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000364	GASOLINE
		31.37	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		31.61	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		31.71	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		31.74	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		31.74	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		32.25	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		32.50	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		32.84	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		32.87	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		32.97	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		33.27	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		33.29	SHELL OIL		66617	FEB COMDATA FUEL	0211.6223	00000352	GASOLINE
		33.36	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		33.56	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		34.20	CASEYS GEN STORE		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		34.71	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		35.05	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		35.18	HOLIDAY		66617	FEB COMDATA FUEL	0311.6223	00000405	GASOLINE
		35.47	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		35.55	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		35.64	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		35.85	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		35.86	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		35.96	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		35.97	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		36.12	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		36.25	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		36.57	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		36.71	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		36.92	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		37.67	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		37.78	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		37.80	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		38.00	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000365	GASOLINE
		38.18	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		38.26	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		38.28	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		38.40	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		38.54	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		38.59	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		38.69	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		39.08	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		39.67	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		39.68	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		40.20	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		40.88	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		41.11	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		41.37	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		41.53	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		41.75	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		42.06	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		42.06	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000559	GASOLINE

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		42.15	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		42.23	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000364	GASOLINE
		42.35	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		42.39	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000303	GASOLINE
		43.20	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		43.61	HOLIDAY		66617	FEB COMDATA FUEL	0240.6223	00000406	GASOLINE
		43.62	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		43.66	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		43.75	HOLIDAY		66617	FEB COMDATA FUEL	0240.6223	00000406	GASOLINE
		43.81	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		43.92	LITTLE DUKES		66617	FEB COMDATA FUEL	0240.6223	00000401	GASOLINE
		44.09	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000351	GASOLINE
		44.30	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		44.50	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		44.64	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		44.89	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		45.43	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000364	GASOLINE
		45.46	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		45.54	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		45.62	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000365	GASOLINE
		45.67	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		45.69	HOLIDAY		66617	FEB COMDATA FUEL	0452.6223	00000664	GASOLINE
		45.80	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		46.10	SHELL OIL		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		46.11	LITTLE DUKES		66617	FEB COMDATA FUEL	9601.6223	00000667	GASOLINE
		46.14	LITTLE DUKES		66617	FEB COMDATA FUEL	0452.6223	00000678	GASOLINE
		46.45	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		46.59	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		46.68	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000351	GASOLINE
		46.79	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		46.91	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000393	GASOLINE
		47.11	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		47.19	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0220.6223	00000563	GASOLINE
		47.66	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000375	GASOLINE
		47.70	LITTLE DUKES		66617	FEB COMDATA FUEL	9601.6223	00000667	GASOLINE
		48.07	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000351	GASOLINE
		48.25	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		48.60	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		48.63	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		48.78	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		48.88	LITTLE DUKES		66617	FEB COMDATA FUEL	0311.6223	00000676	GASOLINE
		49.15	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		49.30	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000365	GASOLINE
		49.66	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		49.75	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		49.85	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		50.07	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000376	GASOLINE
		50.46	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		50.88	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		51.00	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000375	GASOLINE
		51.29	LITTLE DUKES		66617	FEB COMDATA FUEL	0452.6223	00000653	GASOLINE
		51.37	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		51.44	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		51.97	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000559	GASOLINE
		52.09	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000321	GASOLINE
		53.00	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		53.10	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000392	GASOLINE
		53.38	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		53.42	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		53.73	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000563	GASOLINE
		53.77	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		53.97	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		54.34	CASEYS GEN STORE		66617	FEB COMDATA FUEL	0311.6223	00000405	GASOLINE
		54.61	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		54.94	SHELL OIL		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		55.54	LITTLE DUKES		66617	FEB COMDATA FUEL	0452.6223	00000678	GASOLINE
		55.55	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000318	GASOLINE
		56.28	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		56.31	LITTLE DUKES		66617	FEB COMDATA FUEL	0240.6223	00000401	GASOLINE
		56.77	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000322	GASOLINE
		56.85	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		57.29	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000316	GASOLINE
		57.56	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000376	GASOLINE
		57.89	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000301	GASOLINE
		58.16	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		58.48	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000317	GASOLINE
		58.99	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000375	GASOLINE
		59.65	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0220.6223	00000564	GASOLINE
		61.39	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		61.77	HOLIDAY		66617	FEB COMDATA FUEL	0452.6223	00000653	GASOLINE
		61.87	HOLIDAY		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		61.90	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		62.00	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0220.6223	00000566	GASOLINE
		62.29	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		64.11	CASEYS GEN STORE		66617	FEB COMDATA FUEL	0452.6223	00000675	GASOLINE
		65.23	SUPERAMERICA		66617	FEB COMDATA FUEL	0211.6223	00000302	GASOLINE
		65.43	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000558	GASOLINE
		65.71	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		66.36	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0220.6223	00000564	GASOLINE
		67.26	LITTLE DUKES		66617	FEB COMDATA FUEL	0194.6223	00000410	GASOLINE
		67.45	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0301.6223	00000638	GASOLINE
		68.00	SUPERAMERICA		66617	FEB COMDATA FUEL	0311.6223	00000353	GASOLINE
		68.07	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000564	GASOLINE
		68.41	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000563	GASOLINE
		68.59	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0220.6225	00000565	DIESEL FUEL
		68.91	LITTLE DUKES		66617	FEB COMDATA FUEL	0311.6223	00000676	GASOLINE
		70.50	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0220.6223	00000563	GASOLINE
		71.43	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000558	GASOLINE
		72.10	HOLIDAY		66617	FEB COMDATA FUEL	0452.6223	00000665	GASOLINE
		72.15	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6225	00000556	DIESEL FUEL
		74.45	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0452.6223	00000664	GASOLINE
		74.46	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		74.65	LITTLE DUKES		66617	FEB COMDATA FUEL	0211.6223	00000386	GASOLINE
		74.73	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0220.6223	00000504	GASOLINE
		75.00	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0452.6223	00000653	GASOLINE
		75.00	BILL'S SUPERETTE		66617	FEB COMDATA FUEL	0452.6223	00000653	GASOLINE
		77.33	LITTLE DUKES		66617	FEB COMDATA FUEL	0194.6223	00000410	GASOLINE
		78.65	HOLIDAY		66617	FEB COMDATA FUEL	0452.6223	00000664	GASOLINE
		80.55	HOLIDAY		66617	FEB COMDATA FUEL	0452.6223	00000664	GASOLINE
		80.69	SUPERAMERICA		66617	FEB COMDATA FUEL	0301.6223	00000638	GASOLINE
		82.34	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000564	GASOLINE
		88.00	LITTLE DUKES		66617	FEB COMDATA FUEL	9601.6223	00000667	GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		89.30	LITTLE DUKES		66617	FEB COMDATA FUEL	0194.6223	00000410	GASOLINE
		89.70	CASEYS GEN STORE		66617	FEB COMDATA FUEL	0452.6223	00000653	GASOLINE
		89.85	CASEYS GEN STORE		66617	FEB COMDATA FUEL	0452.6223	00000653	GASOLINE
		89.87	LITTLE DUKES		66617	FEB COMDATA FUEL	0311.6223	00000676	GASOLINE
		90.35	HOLIDAY		66617	FEB COMDATA FUEL	0452.6223	00000664	GASOLINE
		91.03	HOLIDAY		66617	FEB COMDATA FUEL	0452.6223	00000664	GASOLINE
		96.02	HOLIDAY		66617	FEB COMDATA FUEL	0452.6223	00000664	GASOLINE
		98.98	LITTLE DUKES		66617	FEB COMDATA FUEL	0452.6223	00000653	GASOLINE
		102.45	SUPERAMERICA		66617	FEB COMDATA FUEL	0452.6223	00000678	GASOLINE
		103.09	LITTLE DUKES		66617	FEB COMDATA FUEL	9601.6223	00000667	GASOLINE
		103.20	LITTLE DUKES		66617	FEB COMDATA FUEL	0220.6223	00000566	GASOLINE
		118.98	LITTLE DUKES		66617	FEB COMDATA FUEL	0311.6223	00000676	GASOLINE
		119.82	SUPERAMERICA		66617	FEB COMDATA FUEL	0452.6223	00000678	GASOLINE
		126.72	LITTLE DUKES		66617	FEB COMDATA FUEL	0452.6223	00000675	GASOLINE
		127.50	SUPERAMERICA		66617	FEB COMDATA FUEL	0452.6223	00000678	GASOLINE
		147.72	LITTLE DUKES		66617	FEB COMDATA FUEL	0452.6223	00000675	GASOLINE
		23,271.34							
99031451	**3/14/2013**		**111465 STATE STREET BANK**						
		2,729.00			66606	03121315563812	9101.2175		DEFERRED COMPENSATION
		2,729.00							
99031454	**3/14/2013**		**111465 STATE STREET BANK**						
		416.10			66607	03121315563813	9101.2176		LIFE/HEALTH-EMPLOYEE
		416.10							
99031913	**3/19/2013**		**100629 MN DEPT OF REV SALES TX**						
		.26	FEB13 SALES/USE.TRAN TAX		66707	FEB13 SALES/USE.TRAN TAX	9101.4609		OTHER MISCELLANEOUS REV
		26.37	FEB13 SALES/USE.TRAN TAX		66707	FEB13 SALES/USE.TRAN TAX	9601.2082		SALES/USE TAX PAYABLE
		78.36	FEB13 SALES/USE.TRAN TAX-METER		66707	FEB13 SALES/USE.TRAN TAX	9601.2082		SALES/USE TAX PAYABLE
		146.44	FEB13 SALES/USE.TRAN TAX		66707	FEB13 SALES/USE.TRAN TAX	9290.2082		SALES/USE TAX PAYABLE
		158.57	FEB13 SALES/USE.TRAN TAX		66707	FEB13 SALES/USE.TRAN	9101.2082		SALES/USE TAX PAYABLE

CITY OF RAMSEY

Council Check Register

3/7/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
						TAX			
		410.00							
99742925	**3/14/2013**		**100223 ICMA RETIREMENT TRUST 457**						
		2,220.40			66610	0312131556384	9101.2175		DEFERRED COMPENSATION
		2,220.40							
		799,001.12	Grand Total						

Payment Instrument Totals

Check Total	700,765.05
Transfer Total	98,236.07
Total Payments	799,001.12

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	12/31/2013	

Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
111610	A DYNAMIC DOOR CO. INC.	REPAIR PW DOORS	PV	66636	001	09101	3/11/2013	21303082	879.46
	A DYNAMIC DOOR CO. INC.	REPAIR PW DOORS	PV	66636	002	09101	3/11/2013	21303082	2,370.00
	4588 194TH AVENUE NE					Summary Total			3,249.46
	EAST BETHEL MN 55092	REPAIR PW DOORS	PV	66637	001	09601	3/11/2013	21303082A	282.40
		REPAIR PW DOORS	PV	66637	002	09601	3/11/2013	21303082A	355.50
						Summary Total			637.90
		REPAIR PW DOORS	PV	66638	001	09101	3/11/2013	21303083B	874.12
		REPAIR PW DOORS	PV	66638	002	09101	3/11/2013	21303083B	2,045.50
						Summary Total			2,919.62
		REPAIR DOOR WTR TOWER 3	PV	66751	001	09601	2/11/2013	21302072	968.50
						Summary Total			968.50
						Payment Amount			7,775.48
111377	ANOKA MUNICIPAL UTILITY	RAMSEY STREET LIGHTS	PV	66731	001	09603	3/12/2013	22-990005-01FEB13	58.35
	ANOKA MUNICIPAL UTILITY					Summary Total			58.35
	CITY HALL	BUNKER LK BLVD/DYSPOSIUM SIGNA	PV	66732	001	09603	3/12/2013	22-612000-01FEB13	31.15
	2015 FIRST AVENUE NO					Summary Total			31.15
	ANOKA MN 55303	14034 DYSPROSIUM ST	PV	66733	001	09603	3/12/2013	22-610280-00	48.36
						Summary Total			48.36
		CTY RD 116/HWY47-SIGNAL	PV	66734	001	09603	3/12/2013	22-613120-01FEB13	106.06
						Summary Total			106.06
						Payment Amount			243.92
100056	ANOKA, CITY OF	MISS RIVER TRAIL	PV	66639	001	09101	2/27/2013	01-12720	16,489.50
	CITY OF ANOKA					Summary Total			16,489.50
	2015 - 1ST AVENUE NORTH	MISS RIVER TRAIL	PV	66709	001	09101	3/7/2013	201303072258	5,679.75
	ANOKA MN 55303					Summary Total			5,679.75
						Payment Amount			22,169.25
100063	ASPEN MILLS	T. FRANKFURTH - JACKET	PV	66640	001	09101	2/27/2013	132302	168.85
	ASPEN MILLS					Summary Total			168.85
	8201 C CENTRAL AVE NE	J. BONINE- JACKET	PV	66641	001	09101	2/27/2013	132301	168.85
	SPRING LAKE PARK MN 55432					Summary Total			168.85

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Payment Instrument		Check Payment
Pay Through Date	12/31/2013	

Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					337.70
103641	BOYER TRUCKS ROGERS	MUFFLER/PIPE FOR 668	PV	66735	001	09101	3/12/2013	126011R	280.65
	BOYER TRUCKS			Summary Total					280.65
	2601 NE BROADWAY								
	MINNEAPOLIS MN 55413								
				Payment Amount					280.65
100120	CONTINENTAL RESEARCH CORP	MISC SUPPLIES	PV	66710	001	09101	3/4/2013	383550-CRC-1	213.37
	CONTINENTAL RESEARCH CORP			Summary Total					213.37
	PO BOX 15204	MISC SUPPLIES	PV	66711	001	09101	3/8/2013	383550-CRC-2	74.25
	ST LOUIS MO 63110			Summary Total					74.25
				Payment Amount					287.62
100125	COUNTRYSIDE PRINTING INC	DOG LICENSES- FORMS	PV	66642	001	09101	2/28/2013	31539	88.17
	COUNTRYSIDE PRINTING			Summary Total					88.17
	6250 BUNKER LAKE BLVD NW	PD BUSINESS CARDS	PV	66643	001	09101	3/1/2013	31543	273.60
	SUITE 113			Summary Total					273.60
	RAMSEY MN 55303								
				Payment Amount					361.77
100129	CRYSTEEL TRUCK EQUIPMENT	BLADES	PV	66644	001	09101	3/4/2013	F32485	1,586.88
	CRYSTEEL MANUFACTURING			Summary Total					1,586.88
	P O BOX 76154	BLADES	PV	66645	001	09101	2/15/2013	FP149759	1,173.79
	CLEVELAND OH 44101-4755	BLADES	PV	66645	002	09101	2/15/2013	FP149759	176.34
				Summary Total					1,350.13
		BLADES	PV	66646	001	09101	2/27/2013	FP150031	29.82
				Summary Total					29.82
				Payment Amount					2,966.83
100144	DEHN OIL COMPANY	OIL	PV	66647	001	09101	2/28/2013	25024528	1,161.92
	DEHN OIL COMPANY			Summary Total					1,161.92
	6735 141ST AVENUE NW	DIESEL FUEL	PV	66648	001	09101	3/5/2013	23163	1,019.59
	RAMSEY MN 55303			Summary Total					1,019.59

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Payment Instrument		Check Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
		DIESEL FUEL	PV	66649	001	09101	3/5/2013	23162	2,525.25
				Summary Total					2,525.25
				Payment Amount					4,706.76
101185	DO ALL PRINTING COM INC	BUSINESS EXPO FLYERS	PV	66712	001	09230	3/15/2013	749	117.47
	DO ALL PRINTING COM INC 6360 HIGHWAY 10 NW RAMSEY MN 55303			Summary Total					117.47
				Payment Amount					117.47
100158	ECM PUBLISHERS INC	AMEND CODE- CHAPTER 117	PV	66650	001	09101	3/1/2013	01811470	66.63
	ECM PUBLISHERS INC			Summary Total					66.63
	4095 COON RAPIDS BLVD	REQUEST ABATEMENT CONTRACTS	PV	66651	001	09101	3/1/2013	01811387	30.75
	COON RAPIDS MN 55433			Summary Total					30.75
		REQUEST TOWING CONTRACTS	PV	66652	001	09101	3/1/2013	01811388	46.13
				Summary Total					46.13
		REQUEST FOR LANDSCAPE CONTRACT	PV	66653	001	09605	3/1/2013	01811386	82.00
				Summary Total					82.00
		REQUEST FOR LEGAL SERVICES	PV	66654	001	09101	3/8/2013	01811628	41.00
				Summary Total					41.00
		ORD-SALE OF SURPLUS LAND	PV	66713	001	09101	3/15/2013	01811898	71.75
				Summary Total					71.75
				Payment Amount					338.26
100163	ELECTRIC SIGN AND LIGHTING INC	REPAIR 6745 HIGHWAY 10	PV	66736	001	09410	3/4/2013	16923	1,901.61
	ELECTRIC SIGN AND LIGHTING INC 11328 ZANE AVENUE NORTH CHAMPLIN MN 55316-3462			Summary Total					1,901.61
				Payment Amount					1,901.61
100169	EMERGENCY APPARATUS MAINTENANCE INC	REPAIR 560	PV	66655	001	09101	3/5/2013	66560	1,279.92

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Payment Instrument		Check Payment
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	EMERGENCY APPARATUS MAINTENANCE INC				Summary Total				1,279.92
	7512 4TH AVENUE								
	LINO LAKES MN 55014								
					Payment Amount				1,279.92
113321	FACTORY MOTOR PARTS	INVENTORY BRAKES	PV	66656	001	09101	2/20/2013	1-4109341	172.00
	FACTORY MOTOR PARTS				Summary Total				172.00
	3731 THURSTON AVENUE	AIR FILTER 653	PV	66657	001	09101	3/4/2013	6-1317399	14.12
	ANOKA MN 55303				Summary Total				14.12
		FUEL FILTER 386	PV	66658	001	09101	2/25/2013	6-1316575	17.79
					Summary Total				17.79
		IDLER ARM/HUB BRG 651	PV	66659	001	09601	2/25/2013	6-1316627	583.48
					Summary Total				583.48
		BATTERY 407	PV	66737	001	09101	3/12/2013	6-1318297	98.84
					Summary Total				98.84
		SPLASH WASH	PV	66738	001	09101	3/12/2013	6-1318298	20.39
					Summary Total				20.39
		RETURN ROTOR ASY	PD	66739	001	09101	3/13/2013	6-1318528	160.27-
					Summary Total				160.27-
		REMAN ALTERNATOR 637	PV	66740	001	09101	3/11/2013	6-1318200	83.52
					Summary Total				83.52
		ROTOR ASSY 566	PV	66741	001	09101	3/13/2013	6-1318526	128.21
					Summary Total				128.21
		BRAKES/ ROTOR ASY	PV	66742	001	09101	3/13/2013	6-1318505	203.00
					Summary Total				203.00
					Payment Amount				1,161.08
107099	FASTENAL	MISC SUPPLIES	PV	66743	001	09602	3/8/2013	MNTC895722	37.73
	FASTENAL COMPANY				Summary Total				37.73
	P O BOX 978								
	WINONA MN 55987								
					Payment Amount				37.73
112421	FIRST SCRIBE	ROWAY MARCH 13	PV	66660	001	09101	3/1/2013	2459324	200.00
	FIRST SCRIBE				Summary Total				200.00
	110 CHESHIRE LANE SUITE 105								
	MINNETONKA MN 55305								
					Payment Amount				200.00

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100189	G AND K SERVICES INC	MAT FD	PV	66661	001	09101	2/27/2013	1006394111	102.94
	G AND K SERVICES INC				Summary Total				102.94
	PO BOX 1450-NW 7536	UNIFORM CLEANING	PV	66662	001	09101	3/6/2013	1006405233	84.00
	MINNEAPOLIS MN	UNIFORM CLEANING	PV	66662	002	09101	3/6/2013	1006405233	10.00
	55485-7536								
		UNIFORM CLEANING	PV	66662	003	09101	3/6/2013	1006405233	131.06
		UNIFORM CLEANING	PV	66662	004	09101	3/6/2013	1006405233	131.06
					Summary Total				356.12
		UNIFORM CLEANING	PV	66744	001	09101	3/13/2013	1006416319	84.00
		UNIFORM CLEANING	PV	66744	002	09101	3/13/2013	1006416319	10.00
		UNIFORM CLEANING	PV	66744	003	09101	3/13/2013	1006416319	70.56
		UNIFORM CLEANING	PV	66744	004	09101	3/13/2013	1006416319	70.56
					Summary Total				235.12
					Payment Amount				694.18
100200	GOPHER STATE ONE CALL INC	40 TICKETS	PV	66663	001	09601	2/28/2013	64450	21.36
	GOPHER STATE ONE CALL	40 TICKETS	PV	66663	002	09601	2/28/2013	64450	21.36
	18946 LAKE DRIVE EAST	40 TICKETS	PV	66663	003	09601	2/28/2013	64450	21.38
	CHANHASSEN MN 55317				Summary Total				64.10
					Payment Amount				64.10
100650	GRAINGER	V BELTS	PV	66664	001	09101	2/21/2013	9073173305	186.55
	GRAINGER INC				Summary Total				186.55
	DEPT. 806511127								
	PALATINE IL 60038-0001								
					Payment Amount				186.55
100209	HAKANSON ANDERSON ASSOC INC	RIVERDALE DR DESIGN	PV	66665	001	09497	2/19/2013	31225	2,178.00
	HAKANSON ANDERSON ASSOC INC				Summary Total				2,178.00
	3601 THURSTON AVENUE								
	ANOKA MN 55303-1063								
					Payment Amount				2,178.00
100211	HAWKINS INC	CHEMICALS	PV	66730	001	09601	3/1/2013	3441604	5,245.47
	HAWKINS INC				Summary Total				5,245.47
	P O BOX 9171								
	MINNEAPOLIS MN 55480-9171								

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Payment Instrument		Check Payment
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Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					5,245.47
106324	INSPECTRON INC	FEB 2013 SERVICES	PV	66666	001	09101	3/7/2013	030713	11,050.00
	INSPECTRON INC			Summary Total					11,050.00
	CODE COMPLIANCE INSPECTIONS	JAN 2013 SERVICES	PV	66667	001	09101	3/7/2013	030713A	8,350.00
	15120 CHIPPENDALE AVE SUITE 104 ROSEMOUNT MN 55068			Summary Total					8,350.00
				Payment Amount					19,400.00
106719	INTEREUM INC	FILE TOP	PV	66715	001	09101	2/27/2013	379424	432.84
	INTEREUM INC 845 BERKSHIRE LANE NORTH PLYMOUTH MN 55441			Summary Total					432.84
				Payment Amount					432.84
107440	JEFF STEIN DBA SNAP ON TOOLS	MISC TOOLS	PV	66746	001	09101	3/18/2013	166051	255.43
	JEFF STEIN DBA SNAP ON TOOLS 670 BENTON STREET ANOKA MN 55303			Summary Total					255.43
				Payment Amount					255.43
111501	LANDFORM PROFESSIONAL SERVICES	SUNWOOD REALIGN-JAN 2013	PV	66668	001	09496	2/26/2013	21236	1,142.00
	LANDFORM PROFESSIONAL SERVICES			Summary Total					1,142.00
	105 5TH AVENUE SOUTH SUITE 513	RE:NORTH COMMONS JAN 2013	PV	66669	001	09468	2/28/2013	21258	2,480.00
	MINNEAPOLIS MN 55401			Summary Total					2,480.00
		COMP PLANS OCT 2012	PV	66671	001	09101	11/15/2012	21102	750.00
				Summary Total					750.00
		COR MASS GRADING MAR 2011	PV	66672	001	09295	4/25/2011	20082	2,413.17
				Summary Total					2,413.17
		RE:SUNWOOD RETAIL	PV	66716	001	09468	8/20/2012	20911A	27.00
				Summary Total					27.00
		COR TWO PLAT	PV	66717	001	09295	3/12/2013	21288	230.00
		COR TWO PLAT	PV	66717	002	09295	3/12/2013	21288	6,271.07
		COR TWO PLAT	PV	66717	003	09295	3/12/2013	21288	4,517.50-

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Summary Total					1,983.57
		SUPER AMERICA SURVEY	PV	66718	001	09468	2/7/2012	20546	3,600.00
				Summary Total					3,600.00
		F AND C ALTA	PV	66719	001	09214	4/25/2011	20081	1,500.00
				Summary Total					1,500.00
		F AND C ALTA	PV	66720	001	09214	6/28/2012	20773	974.31
				Summary Total					974.31
				Payment Amount					14,870.05
106557	LYNN AND ASSOCIATES	LOGG PEER GROUP- K. ULRICH	PV	66721	001	09101	3/1/2013	030113	980.00
	LYNN AND ASSOCIATES 5435 WEDGEWOOD DRIVE SHOREWOOD MN 55331			Summary Total					980.00
				Payment Amount					980.00
100270	MACQUEEN EQUIPMENT INC	BLADES	PV	66745	001	09101	3/7/2013	2131639	303.78
	MACQUEEN EQUIPMENT INC 595 ALDINE STREET ST PAUL MN 55104			Summary Total					303.78
				Payment Amount					303.78
100285	MET COUNCIL ENVIRONMENTAL SRV	WASTE WATER APRIL 2013	PV	66675	001	09602	3/5/2013	0001011605	48,695.99
	MET COUNCIL ENVIRONMENTAL SRV SDS-12-1064 P O BOX 86 MINNEAPOLIS MN 55486-1064			Summary Total					48,695.99
				Payment Amount					48,695.99
100287	METRO FIRE INC	MISC FD	PV	66673	001	09101	3/7/2013	46649	96.97
	METRO FIRE INC 13915 LINCOLN ST NE SUITE D HAM LAKE MN 55304			Summary Total					96.97
				Payment Amount					96.97
100328	MN DEPT OF HEALTH WATER	CERT FOR J. ERICKSON	PV	66676	001	09601	3/14/2013	031413	23.00

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	MN DEPT OF HEALTH DRINKING WATER PROTECTION SECTION P O BOX 64494 ST PAUL MN 55164-0494			Summary Total					23.00
				Payment Amount					23.00
100224	MN OFFICE OF ENTERPRISE TECH SHARED SER.	FEB 2013 WAN CHARGES	PV	66674	001	09101	3/5/2013	DV13020442	175.20
	MN OFFICE OF ENTERPRISE TECH SHARED TECH ROOM 510 658 CEDAR STREET ST PAUL MN 55155			Summary Total					175.20
				Payment Amount					175.20
100345	NAPA AUTO PARTS ELK RIVER	CAR SHAMPOO/NOZZLE	PV	66677	001	09101	3/6/2013	669738	21.39
	NAPA AUTO PARTS ELK RIVER			Summary Total					21.39
	17137 YALE STREET NW	MISC SUPPLIES 634	PV	66678	001	09601	3/1/2013	669060	4.80
	P O BOX 1041			Summary Total					4.80
	ELK RIVER MN 55330	METAL HEAD/EXT HANDLE	PV	66679	001	09101	3/1/2013	669105	33.64
				Summary Total					33.64
				Payment Amount					59.83
107150	NORTH AMERICAN SALT CO	ROAD SALT	PV	66680	001	09101	2/21/2013	70947330	4,082.17
	NORTH AMERICAN SALT CO P O BOX 277043 ATLANTA GA 30384-7043			Summary Total					4,082.17
				Payment Amount					4,082.17
100363	NORTHERN SANITARY SUPPLY CO	MISC SUPPLIES	PV	66683	001	09101	2/27/2013	160323	220.89
	NORTHERN SANITARY SUPPLY CO			Summary Total					220.89
	341 COON RAPIDS BLVD	MISC SUPPLIES	PV	66722	001	09101	3/1/2013	160365	59.80
	MINNEAPOLIS MN 55433			Summary Total					59.80
				Payment Amount					280.69
110547	NORTHWEST LIGHTING	MISC BULBS	PV	66681	001	09101	2/25/2013	74308	136.80

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	SYSTEMS CO.								
	NORTHWEST LIGHTING SYSTEMS CO.			Summary Total					136.80
	12001 RIVERWOOD DRIVE	MISC BULBS	PV	66682	001	09101	2/26/2013	74344	14.96
	BURNSVILLE MN 55337			Summary Total					14.96
		MISC SUPPLIES	PV	66723	001	09101	3/4/2013	74429	40.61
				Summary Total					40.61
		MISC SUPPLIES	PV	66724	001	09240	3/11/2013	74533	636.55
				Summary Total					636.55
				Payment Amount					828.92
100890	PLEAA	CONF- J. WIEMANN	PV	66684	001	09101	3/4/2013	030413	75.00
	PLEAA			Summary Total					75.00
	JULIE FORBORD, TREASURER								
	NEW BRIGHTON DEPT OF PUBLIC SAFETY								
	875 OLD HIGHWAY 8 NW								
	NEW BRIGHTON MN 55112								
				Payment Amount					75.00
111488	POPP.COM INC	FEB 2013 BILLING	PV	66725	001	09101	2/28/2013	992090794	111.89
	POPP.COM INC	FEB 2013 BILLING	PV	66725	002	09101	2/28/2013	992090794	39.96
	P O BOX 27110	FEB 2013 BILLING	PV	66725	003	09101	2/28/2013	992090794	31.97
	GOLDEN VALLEY MN	FEB 2013 BILLING	PV	66725	004	09101	2/28/2013	992090794	231.78
	55427-0110								
		FEB 2013 BILLING	PV	66725	005	09101	2/28/2013	992090794	47.95
		FEB 2013 BILLING	PV	66725	006	09101	2/28/2013	992090794	55.95
		FEB 2013 BILLING	PV	66725	007	09101	2/28/2013	992090794	31.97
		FEB 2013 BILLING	PV	66725	008	09101	2/28/2013	992090794	8.00
		FEB 2013 BILLING	PV	66725	009	09101	2/28/2013	992090794	85.33
		FEB 2013 BILLING	PV	66725	010	09101	2/28/2013	992090794	90.09
		FEB 2013 BILLING	PV	66725	011	09101	2/28/2013	992090794	110.60
		FEB 2013 BILLING	PV	66725	012	09101	2/28/2013	992090794	61.74
				Summary Total					907.23
				Payment Amount					907.23
112959	PREMIUM WATERS INC	WATER- FD	PV	66685	001	09101	2/28/2013	621332-02-13	5.88
	PREMIUM WATERS INC			Summary Total					5.88
	P O BOX 9128								
	MINNEAPOLIS MN 55480-9128								
				Payment Amount					5.88
100422	REGISTERED ABSTRACTERS	OUTLOT A- TOOTH	PV	66686	001	09497	3/7/2013	A13-03031	150.00

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Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	INC	ACRES							
	REGISTERED ABSTRACTERS INC			Summary Total					150.00
	2115 NORTH THIRD AVENUE	1/1 DIAMONDS	PV	66687	001	09497	3/7/2013	A13-03022	175.00
	ANOKA MN 55303			Summary Total					175.00
		OUTLOOK B TOOTH ACRES	PV	66688	001	09497	3/7/2013	A13-03032	125.00
				Summary Total					125.00
				Payment Amount					450.00
100431	SAFETY KLEEN CORPORATION	RECYCLE OIL	PV	66747	001	09101	2/28/2013	928710491	101.00
	SAFETY KLEEN CORPORATION PO BOX 382066 PITTSBURGH PA 15250-8066			Summary Total					101.00
				Payment Amount					101.00
107711	SCHINDLER ELEVATOR	QTR BILL MARCH-MAY-2013	PV	66726	001	09240	3/1/2013	8103410652	1,133.82
	SCHINDLER ELEVATOR P O BOX 93050 CHICAGO IL 60673-3050			Summary Total					1,133.82
				Payment Amount					1,133.82
100485	TIMESAVER OFF SITE SECRETARIAL INC	FEB 2013 MEETING	PV	66689	001	09101	2/28/2013	M19639	1,029.40
	TIMESAVER OFF SITE SECRETARIAL INC			Summary Total					1,029.40
	28601 HUB DRIVE	FEB/MAR 13 MEETINGS	PV	66727	001	09101	3/13/2013	M19672	967.10
	MADISON LAKE MN 56063-4179			Summary Total					967.10
				Payment Amount					1,996.50
112688	TITAN MACHINERY	MISC PARTS 601	PV	66748	001	09101	3/13/2013	230816	175.45
	TITAN MACHINERY			Summary Total					175.45
	14375 JAMES ROAD	MISC PARTS 634	PV	66749	001	09605	3/13/2013	219772	351.39
	ROGERS MN 55374			Summary Total					351.39
				Payment Amount					526.84
112079	TOKLE INSPECTIONS INC	FEB 2013 BILLING	PV	66690	001	09101	3/1/2013	030113	1,256.81

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224	CASH IN BANK
Version	LOGIS003V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2013	

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	TOKLE INSPECTIONS INC 1748 123RD AVENUE NW COON RAPIDS MN 55448			Summary Total					1,256.81
				Payment Amount					1,256.81
106812	TWIN CITY FILTER SERVICE INC	AIR FILTERS	PV	66728	001	09101	3/6/2013	0527746	61.45
	TWIN CITY FILTER SERVICE INC 2529 25TH AVE S MINNEAPOLIS MN 55406-1280			Summary Total					61.45
				Payment Amount					61.45
111742	TWIN CITY WATER CLINIC INC	FEB 13 WATER TESTS 10	PV	66729	001	09601	3/8/2013	3236	150.00
	TWIN CITY WATER CLINIC INC 617 13TH AVENUE SOUTH HOPKINS MN 55343			Summary Total					150.00
				Payment Amount					150.00
106638	UNIQUE PAVING MATERIALS CORPORATION	ASPHALT	PV	66750	001	09101	2/28/2013	225756	149.63
	UNIQUE PAVING MATERIALS CORPORATION 3993 EAST 93RD STREET CLEVELAND OH 44105-4096			Summary Total					149.63
				Payment Amount					149.63
101011	UTILITY TRUCK SERVICES	WORK ON 632	PV	66691	001	09101	2/27/2013	0037440	1,176.66
	UTILITY TRUCK SERVICES	WORK ON 632	PV	66691	002	09101	2/27/2013	0037440	1,741.00
	14601 RAMSEY BLVD RAMSEY MN 55303			Summary Total					2,917.66
		WORK ON 669	PV	66692	001	09605	2/27/2013	0037626	110.25
		WORK ON 669	PV	66692	002	09605	2/27/2013	0037626	110.25
		WORK ON 669	PV	66692	003	09605	2/27/2013	0037626	14.36
		WORK ON 669	PV	66692	004	09605	2/27/2013	0037626	14.36
				Summary Total					249.22
				Payment Amount					3,166.88
				Total Amount to be Processed					153,000.26
				Total Number of Payments to be Processed					48

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	12/31/2013	

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Document Itm	Document Co	Due Date	Invoice Number	Payment Amount
112662	JULIAN M. JOHNSON CONSTRUCTION CORP.	PAY EST 3- PART RETAINAGE	PV	66693	001	09605	3/13/2013	031313	2,744.64
	JULIAN M. JOHNSON CONSTRUCTION CORP. 6191 140TH AVENUE NW RAMSEY MN 55303							Summary Total	2,744.64
								Payment Amount	2,744.64
112956	KNUTSON CONSTRUCTION	PAY ESTIMATE-FINAL	PV	66694	001	09468	3/15/2013	031513	15,000.00
	KNUTSON CONSTRUCTION 5500 WAYZATA BLVD SUITE #300 MINNEAPOLIS MN 55416							Summary Total	15,000.00
								Payment Amount	15,000.00
								Total Amount to be Processed	17,744.64
								Total Number of Payments to be Processed	2

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-03-063

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF MARCH 7, 2013 THROUGH MARCH 20, 2013.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of March 7, 2013, through March 20, 2013, in the amount of $1,076,807.92; and

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

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

1) That the Ramsey City Council hereby approves the cash disbursements made and authorizes payment of the accounts payable invoices as detailed in the attached Bills List for the period March 7, 2013, through March 20, 2013, in the amount of $1,076,807.92.

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:

Mayor Strommen
Councilmember Riley
Councilmember LeTourneau
Councilmember Backous
Councilmember Elvig
Councilmember Kuzma
Councilmember Tossey

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

None

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of March 2013.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 3.**

Meeting Date: 03/26/2013

By: Colleen Lasher, Administrative Services

Information

Title:

Adopt Resolution #13-03-065 To Approve A 2-Year Labor Agreement with the American Federation of State, County, and Municipal Employees (AFSCME)

Background:

The most recent labor agreement with AFSCME expired on December 31, 2012. Staff met with the City Council and the Personnel Committee in February and March, to discuss contract negotiations specific to wages and health insurance; as well as with the Personnel Committee, to address the other outstanding negotiations items. In addition, staff held discussions with AFSCME representatives beginning in December, 2012, and have met several times since then to negotiate the next labor agreement.

As a result of these meetings, staff has reached a tentative agreement with AFSCME to settle a 2-year labor agreement effective January 1, 2013 through December 31, 2014.

It may be of interest to note, at the direction of the City Council, staff reached a tentative labor agreement with all three labor groups (AFSCME, LELS-Patrol & LELS-Sergeants) for a 2-year agreement covering the same time period. Aligning these contracts is a cost-effective and efficient strategy; reducing staff time and related costs.

Recommendation:

Staff recommends that the City Council approve the 2013-2014 labor agreement with AFSCME, negotiated based on the City Council's direction, as follows:

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment.

2014: 2% increase to the 2013 wage schedule, effective on 01-01-14 for Cost of Living Adjustment and 1% increase effective on 07-01-14, for a Market Rate Adjustment.

Insurance:
Note: The following 2013 health insurance contributions are the same as the contributions previously approved for non-union employees.

2013: Memorandum of Understanding -- January 1, 2013 to December 31, 2013 as described below.
2014: Memorandum of Understanding -- January 1, 2014 to December 31, 2014 as described below.

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2013 and 2014. In addition, the City will purchase $20,000 of basic life insurance for full-time regular employees.

1) Increase city contributions for 2013 health insurance, as follows:

From $1200 to $1293 Family
From $1050 to $1095 Employee/Children
From $950 to $1017 Employee/Spouse
From $700 to $730-746.50 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgment form, and
• Employee experiences a qualifying family status change (for mid-year changes)

2) *Increase city contributions for 2014 health insurance, as follows:

From $1293 to $1358 Family
From $1095 to $1150 Employee/Children
From $1017 to $1068 Employee/Spouse
From $730-746.50 to $767–784 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgment form, and
• Employee experiences a qualifying family status change (for mid-year changes)

*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts listed above.

Uniforms:
The employer agrees to reimburse eligible employees up to the following:

A) Work boots up to $150 annually (includes 1 or more boots)
B) Work clothes up to $350 annually
C) Embroidery up to $25.00 annually

The previous contract allowed for a maximum of $350 reimbursement.

Public Works Maintenance Workers, Engineering Technicians, Building Maintenance Workers and Building Inspectors may submit an original store receipt to the EMPLOYER for a one time reimbursement once every year for the purchase of work boots for the cost of the boots~~$100~~, or $150, whichever is less.

Employees who opt out of contract uniform service may be reimbursed up to ~~$250~~ $350 annually for any combination of City-approved work pants, work shirts, and jackets. Employees may be reimbursed for up to $25.00 for appropriate City of Ramsey embroidery. All Reimbursements must be accompanied by a store receipt.

Compensatory Time Off:
The employer agrees to raise the maximum compensatory time off accrual from 80 hours to 120 hours. The employer reserves the right to payout any compensatory time off hours in excess of 80 hours, as deemed necessary by the employer.

The employer agrees to allow employees to cash out up to a maximum 40 hours of compensatory time off annually; to be paid out up to twice annually, January 1 through January 15, and November 1 through November 15 of each year, to total a maximum payout of 40 hours of compensatory time off. Note: upon terminating employment with the City, all compensatory time off will be paid out at 100% of the accrued balance.

Overtime:
For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

On-Call Pay:
The employer agrees to raise holiday pay only from 2 hours to 3 hours; no change to regular Saturday and Sunday pay.

The employer agrees that on Saturdays, Sundays and approved holidays, on-call employees will not be are required to perform lift station and well checks; unless on-call employees receive an alert/alarm/page indicating that a response is required or the Public Works Superintendent or his/her designee states a lift station and well check is necessary.

Funding Source:

The funding required for the first year of this contract is included in the 2013 budget and is estimated at approximately $17,000 (wages & benefits). The funding required for the second year of this contract is estimated to be approximately $58,000 (wages & benefits) and will be included in the 2014 budgeting process which the City Council will approve later this year.

Council Action:

Motion to adopt resolution #13-03-065, confirming the direction given to settle a 2-year labor agreement, including the following negotiated items:

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment.

2014: 2% increase to the 2013 wage schedule, effective on 01-01-14 for Cost of Living Adjustment and 1% increase effective on 07-01-14, for a Market Rate Adjustment.

Insurance:
Note: The following 2013 health insurance contributions are the same as the contributions previously approved for non-union employees.

2013: Memorandum of Understanding -- January 1, 2013 to December 31, 2013 as described below.
2014: Memorandum of Understanding -- January 1, 2014 to December 31, 2014 as described below.

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2013 and 2014. In addition, the City will purchase $20,000 of basic life insurance for full-time regular employees.

1) Increase city contributions for 2013 health insurance, as follows:

From $1200 to $1293 Family
From $1050 to $1095 Employee/Children
From $950 to $1017 Employee/Spouse
From $700 to $730-746.50 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgment form, and
• Employee experiences a qualifying family status change (for mid-year changes)

2) *Increase city contributions for 2014 health insurance, as follows:

From $1293 to $1358 Family
From $1095 to $1150 Employee/Children
From $1017 to $1068 Employee/Spouse
From $730-746.50 to $767–784 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
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*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts listed above.

Compensatory Time Off:
The employer agrees to raise the maximum compensatory time off accrual from 80 hours to 120 hours. The employer reserves the right to payout any compensatory time off hours in excess of 80 hours, as deemed necessary by the employer.

The employer agrees to allow employees to cash out up to a maximum 40 hours of compensatory time off annually; to be paid out up to twice annually, January 1 through January 15, and November 1 through November 15 of each year, to total a maximum payout of 40 hours of compensatory time off. Note: upon terminating employment with the City, all compensatory time off will be paid out at 100% of the accrued balance.

Overtime:
For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

On-Call Pay:
The employer agrees to raise holiday pay only from 2 hours to 3 hours; no change to regular Saturday and Sunday pay.

The employer agrees that on Saturdays, Sundays and approved holidays, on-call employees will not be are required to perform lift station and well checks; unless on-call employees receive an alert/alarm/page indicating that a response is required or the Public Works Superintendent or his/her designee states a lift station and well check is

necessary.

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/21/2013 04:00 PM

Form Started By: Colleen Lasher Started On: 03/21/2013

Final Approval Date: 03/21/2013

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-03-065

RESOLUTION TOAPPROVE A 2-YEAR LABOR AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYES

WHEREAS, the current AFSCME contract expired on December 31, 2012; and

WHEREAS, city staff and AFSCME have reached a tentative agreement on a two-year labor agreement; and

WHEREAS, the City and AFSCME have tentatively agreed to all articles within the contracts, as well as the Memorandum of Understandings for health insurance and the $295 credit in lieu of coverage; and;

WHEREAS, the City will administer the 2013-2014 labor agreement as follows:

Duration:
2-years / 2013-2014

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment.

2014: 2% increase to the 2013 wage schedule, effective on 01-01-14 for Cost of Living Adjustment and 1% increase effective on 07-01-14, for a Market Rate Adjustment.

Insurance:
Note: The following 2013 health insurance contributions are the same as the contributions previously approved for non-union employees.

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2) *Increase city contributions for 2014 health insurance, as follows:

From $1293 to $1358 Family
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*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts listed above.

<u>Uniforms</u>:
The employer agrees to reimburse eligible employees up to the following amounts:

A) Work boots up to $150 annually (includes 1 or more boots)
B) Work clothes up to $350 annually
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Compensatory Time Off
The employer agrees to raise the maximum compensatory time off accrual from 80 hours to 120 hours. The employer reserves the right to payout any compensatory time off hours in excess of 80 hours, as deemed necessary by the employer.

The employer agrees to allow employees to cash out up to a maximum 40 hours of compensatory time off annually; to be paid out up to twice annually, January 1 through January 15, and November 1 through November 15 of each year, to total a maximum payout of 40 hours of compensatory time off. Note: upon terminating employment with the City, all compensatory time off will be paid out at 100% of the accrued balance.

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The employer agrees that on Saturdays, Sundays and approved holidays, on-call employees will not be are required to perform lift station and well checks; unless on-call employees receive an alert/alarm/page indicating that a response is required or the Public Works Superintendent or his/her designee directs a lift station and well check is necessary

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

Motion to adopt resolution#13-03-065, confirming the direction given to settle a two-year lobar Labor Agreement between the City of Ramsey and AFSCME as follows:

Duration:
2-years / 2013-2014

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment.

2014: 2% increase to the 2013 wage schedule, effective on 01-01-14 for Cost of Living Adjustment and 1% increase effective on 07-01-14, for a Market Rate Adjustment.

Insurance:
Note: The following 2013 health insurance contributions are the same as the contributions previously approved for non-union employees.

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Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are

subject to the following:

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*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts listed above.

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The employer agrees to allow employees to cash out up to a maximum 40 hours of compensatory time off annually; to be paid out up to twice annually, January 1 through January 15, and November 1 through November 15 of each year, to total a maximum payout of 40 hours of compensatory time off. Note: upon terminating employment with the City, all compensatory time off will be paid out at 100% of the accrued balance.

Overtime:
For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

On-Call Pay -
The employer agrees to raise holiday pay only from 2 hours to 3 hours; no change to regular Saturday and Sunday pay.

The employer agrees that on Saturdays, Sundays and approved holidays, on-call employees will not be are required to perform lift station and well checks; unless on-call employees receive an alert/alarm/page indicating that a response is required or the Public Works Superintendent or his/her designee directs a lift station and well check is necessary

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of March 2013.

CC Regular Session **4. 4.**

Meeting Date: 03/26/2013

By: Chris Anderson, Community Development

Information

Title:

Adopt Resolution 13-03-062 Proclaiming May 18, 2013 as Arbor Day and the Month of May as Arbor Month.

Background:

As part of the Tree City USA requirements, the City must adopt an Arbor Day proclamation. In Minnesota, Arbor Day is officially observed on the last Friday in April and the month of May is recognized as Arbor Month, however, a City may designate any day they wish as Arbor Day in their community. The City will be installing the remainder of the landscaping in North Commons, with the assistance of volunteers, on May 18, 2013. Thus, the attached resolution proclaims May 18, 2013 as Arbor Day in the City of Ramsey and the month of May as Arbor Month.

Recommendation:

Staff recommends approving the resolution proclaiming May 18, 2013 as Arbor Day in the City of Ramsey and the month of May as Arbor Month.

Council Action:

Motion to adopt Resolution 13-03-062 proclaiming May 18, 2013 as Arbor Day in the City of Ramsey and the month of May as Arbor Month.

Attachments

Arbor Day Proclamation

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/21/2013 03:05 PM

Form Started By: Chris Anderson Started On: 03/15/2013 10:11 AM

Final Approval Date: 03/21/2013

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

RESOLUTION #13-03-062

RESOLUTION PROCLAIMING MAY 18, 2013 AS "ARBOR DAY" AND THE MONTH OF MAY 2013 AS "ARBOR MONTH"

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

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

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

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

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

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

WHEREAS, the City of Ramsey has been recognized for the twenty-first (21st) consecutive year (2012), as a Tree City USA; and

WHEREAS, the State of Minnesota recognizes Arbor Day as the last Friday of April and the month of May as Arbor Month; and

WHEREAS, the City of Ramsey will host a tree planting event in North Commons on May 18, 2013 in recognition of Arbor Day and Arbor Month.

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

1) That the Ramsey City Council hereby proclaims May 18, 2013 as "Arbor Day".

2) That the Ramsey City Council hereby proclaims the month of May as "Arbor Month".

3) That the Ramsey City Council urges all citizens to plant trees as part of Ramsey's living history, to participate in disease and pest control programs that will ensure an enduring tree canopy, and collaborate with partners and volunteers to develop and implement policies to plant, nurture, protect, and steward our natural diversity.

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

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 26th day of March, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 5.**

Meeting Date: 03/26/2013

Submitted For: MaryJo Warner **By:** MaryJo Warner, Engineering/Public Works

Information

Title:

Adopt Resolution #13-03-060 Authorizing Final Payment to Knutson Construction for IP 10-22 Ramsey Municipal Parking Ramp, Phase II

Background:

Resolution and Pay Request Attached.

Recommendation:

The Engineering Technician IV, has inspected the completed work and recommends final payment to Knutson Construction for IP 10-22 Ramsey Municipal Parking Ramp, Phase II in the amount of $15,000.00.

Council Action:

Motion to adopt Resolution #13-03-060 authorizing final payment to Knutson Construction for IP 10-22 Ramsey Municipal Park Ramp, Phase II in the amount of $15,000.00.

Attachments

Resolution

Pay Request

Form Review

Inbox	Reviewed By	Date
Hakanson Anderson Engineering	Shane Nelson	03/18/2013 01:34 PM
Kurt Ulrich	Kurt Ulrich	03/21/2013 02:27 PM
Form Started By: MaryJo Warner		Started On: 03/12/2013 10:01 AM

Final Approval Date: 03/21/2013

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-03-060

RESOLUTION APPROVING FINAL PAYMENT TO KNUTSON CONSTRUCTION FOR IP #10-22 RAMSEY MUNICIPAL PARKING RAMP, PHASE II

WHEREAS, the authorization to advertisement for bids for this project was approved on April 12, 2011, and

WHEREAS, on August 9, 2011, the Ramsey City Council awarded the contract for IP #10-22 to Knutson Construction; and

WHEREAS, as of March 26, 2013 $3,032,161.00 has been paid to date; and

WHEREAS, Engineering Technician IV, has inspected the completed work and recommends final payment to Knutson Construction in the amount of $15,000.00.

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

1) That the City Council hereby authorizes final payment to Knutson Construction for Improvement Project #10-22 in the amount of $15,000.00.

2) That the City Council hereby accepts the project and authorizes the Mayor or City Administrator to sign the release form for this payment.

3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of March 26, 2013.

4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

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 26th day of March 2013.

_____
Mayor

ATTEST:

_____
City Clerk

Application and Certificate for Payment

To (Owner): City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Project: Ramsey Municipal Parking Facility - Phase II

Application No: 13
Period To: 11/30/2012
Architect's Project No: 10-12

Distribution to:
- Owner
- Architect
- Contractor

From (Contractor): Knutson Construction
5500 Wayzata Blvd, Suite 300
Minneapolis, MN 55416

Via (Architect): LSA Design Inc
219 North Second Street, Suite 302
Minneapolis, MN 55401

Contract For:

Contract Date: 8/25/2011

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary			
Change Orders approved in previous months by Owner		Additions	Deductions
	TOTAL	311512	0
Approved this Month			
Number	Date Approved		
10	9/27/2012	1,649.00	
		0.00	
	TOTALS	313,161.00	0.00
Net change by Change Orders			313,161.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By: Date: 12-6-12

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, attached.

1.	Original Contract Sum		$ 2,734,000.00
2.	Net change by Change Order		$ 313,161.00
3.	Contract Sum To Date (Line 1 ±2)		$ 3,047,161.00
4.	Total Completed & Stored To Date (Column G on G703)		$ 3,047,161.00
5.	Retainage:		
	a. ___% of Completed Work (Column D + E on G703)	$ 0.00	
	b. ___% of Stored Material (Column F on G703)	$ 0.00	
	Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 0.00
6.	Total Earned Less Retainage (Line 4 less Line 5 Total)		$ 3,047,161.00
7.	Less Previous Certificates For Payment (Line 6 from prior Certificate)		$ 3,032,161.00
8.	Current Payment Due		$ 15,000.00
9.	Balance to Finish, Plus Retainage (Line 3 less Line 6)		$ 0.00

State of: Minnesota County of: Hennepin

Subscribed and sworn to before me on this 10th

Notary Public: Amy Jansen

My Commission expires: 1/31/2015

AMY JOY JANSEN
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is as accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified $ 15,000.00

(Attach explanation if amount certified differs from the amount applied for.)

Architect:

By: Date: 1-23-13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER's CERTIFICATION

By: Date: 1/30/13

CC Regular Session **4. 6.**

Meeting Date: 03/26/2013

Submitted For: MaryJo Warner **By:** MaryJo Warner, Engineering/Public Works

Information

Title:

Adopt Resolution #13-03-061 Authorizing Partial Payment to Julian M Johnson Construction Corp for IP 12-24; 2012 Storm Sewer Improvements Division B

Background:

Resolution and Pay Request Attached.

Recommendation:

The Civil Engineer II inspected the completed work and recommends partial payment to Julian M. Johnson Construction Corp. for IP 12-24; 2012 Storm Sewer Improvement Project - Division B in the amount of $2,744.64.

Council Action:

Motion to adopt Resolution #13-03-061 authorizing partial payment to Julian M. Johnson Construction Corp. for IP 12-24; 2012 Storm Sewer Improvement Project - Division B in the amount of $2,744.64.

Attachments

Resolution

Pay Request

Form Review

Inbox	Reviewed By	Date
Hakanson Anderson Engineering	Shane Nelson	03/18/2013 01:42 PM
Kurt Ulrich	Kurt Ulrich	03/21/2013 02:58 PM
Form Started By: MaryJo Warner		Started On: 03/14/2013 09:46 AM

Final Approval Date: 03/21/2013

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-03-061

RESOLUTION APPROVING PARTIAL PAYMENT TO JULIAN M JOHNSON CONSTRUCTION CORP FOR CITY PROJECT 12-24, 2012 STORM SEWER IMPROVEMENT PROJECTS – DIVISION B

WHEREAS, on September 11, 2011 the Ramsey City Council authorized City staff to prepare plans and specifications to improve drainage within various areas of the City associated with heavy rains in the summer of 2011; and

WHEREAS, City staff has investigated and included other various storm sewer improvements necessary to complete the pending 2012 Street Maintenance Program, as presented to the Ramsey City Council on March 13, 2012; and

WHEREAS, additional storm sewer improvements were added to the project plans by the Ramsey City Council on April 10, 2012, also as a result of the heavy rains in the summer of 2011; and

WHEREAS, as of March 26, 2013 $86,913.88 has been paid to date; and

WHEREAS, Civil Engineer II, Leonard Linton has inspected the completed work and recommends partial payment to Julian M. Johnson Construction Corp. in the amount of $2,744.64.

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

1) That the City Council hereby authorizes partial payment to Julian M Johnson Construction Corp. for Improvement Project 12-24; 2012 Storm Sewer Project – Division B. in the amount of $2,744.64.

2) That the City Council hereby accepts the project and authorizes the Mayor or City Administrator to sign the release form for this payment.

3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of March 26, 2013.

4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

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 26th day of March 2013.

_____
Mayor

ATTEST:

_____
City Clerk

Pay Estimate Summary Sheet
IP 12-24; 2012 STORM SEWER IMPROVEMENTS DIVISION B

City of Ramsey

Estimate no **3**

TOTAL CONTRACT		$77,383.50
CHANGE ORDERS		$25,120.00
TOTAL WITH CHANGE ORDERS	$	102,503.50
STORED MATERIALS	$	-
TOTAL, COMPLETED WORK TO DATE		$91,488.29
TOTAL WORK COMPLETED PLUS STORED MATERIALS	$	91,488.29
RETAINED PERCENTAGE 2%	$	1,829.77
NET AMOUNT DUE TO CONTRACTOR TO DATE	$	89,658.52
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$	86,913.88
PAY CONTRACTOR PER ESTIMATE NO. 3	$	2,744.64

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on the this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between owner and the undersigned Contractor, and as amended by any authorized changes and the foregoing is a true and correct statement of the contract amount for the period covered by this estimate.

Contractor: Julian M. Johnson Construction Corp.

By Carl S Johnson President
Name Title

Date 3-13-13

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: CITY OF RAMSEY

By _____ Civil Engineer II
Leonard Linton, PE

Date 3-13-13

APPROVED FOR PAYMENT:
OWNER: ~~City~~ of Ramsey

By _____ Interim City Engineer 3/14/13
Name Title Date

CC Regular Session **4. 7.**

Meeting Date: 03/26/2013

By: Colleen Lasher, Administrative Services

Information

Title:

Report from the Personnel Committee - March 12, 2013

1) Resolution to Hire a City Engineer and to Approve a Transition Period with the Engineering Consultant: *This case was approved by the City Council after the Personnel Committee made their recommendation earlier in the evening of March 12. No further action is necessary.*

2) Resolution to Approve a Two-Year Labor Agreement with LELS-Patrol and LELS-Sergeants: *Adopt Resolution #13-03-064 to Approve a Two-Year Labor Agreement with LELS-Patrol and LELS-Sergeants*

Background:

Case 1: Resolution to Hire a City Engineer and to Approve a Transition Period with the Engineering Consultant (no further action is needed – see "Notification" below)

Case 2: Resolution to Approve a 2-Year Labor Agreement with LELS-Patrol and LELS-Sergeants

Notification:

Case #1 was approved by the City Council after the Personnel Committee made their recommendation earlier in the evening, March 12, 2013. No further action is needed.

Case #2, please see the attached Personnel Committee packet from March 12, 2013, for additional background information.

Recommendation:

Case 1: The Personnel Committee recommended the following:

1) Hire Mr. Bruce Westby as the City's new City Engineer, effective on April 8, 2013, at $43.67 per hour (step 4 of the 2013 wage scale) with a credit of 5 vacation days; and
2) Extend Hakanson Anderson's contract through Mr. Westby's start date of April 8, 2013; and
3) Retain Hakanson Anderson for an additional one-month period following Mr. Westby's start date, in order to ensure a successful transition and continuity of service within the City.

Case 2: The Personnel Committee recommended that the City Council approve the remaining outstanding items left to be negotiation for the 2013-2014 LELS-Patrol and LELS-Sergeants contract. Note, staff received direction at the February 5, 2013, work session regarding a wages and health insurance amounts; the meeting on March 12, 2013, was specific to the remaining items.

As a result of both meetings, all items have been negotiated and staff has come to a tentative agreement with LELS-Patrol and LELS-Sergeant for a 2-year labor agreement, effective January 1, 2013 through December 31, 2014, as follows:

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment.
2014: 2% Increase to the 2013 wage schedule, effective on 01-01-14 for Cost of Living Adjustment and 2% increase effective on 07-01-14, for a Market Rate Adjustment.

Insurance:
Note: The following 2013 health insurance contributions are the same as the contributions previously approved for

non-union employees.

2013: Memorandum of Understanding -- January 1, 2013 to December 31, 2013 as described below.
2014: Memorandum of Understanding -- January 1, 2014 to December 31, 2014 as described below.

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2013 and 2014. In addition, the City will purchase $20,000 of basic life insurance for full-time regular employees.
1) Increase city contributions for 2013 health insurance, as follows:

From $1200 to $1293 Family
From $1050 to $1095 Employee/Children
From $950 to $1017 Employee/Spouse
From $700 to $730-746.50 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgment form, and
• Employee experiences a qualifying family status change (for mid-year changes)

2) *Increase city contributions for 2014 health insurance, as follows:

From $1293 to $1358 Family
From $1095 to $1150 Employee/Children
From $1017 to $1068 Employee/Spouse
From $730-746.50 to $767–784 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgment form, and
• Employee experiences a qualifying family status change (for mid-year changes)

*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts listed above.

Court Time:
An employee who is required to appear in court within ~~six (6) hours~~ twelve (12) hours of the end of a scheduled shift and within twelve (12) hours of the start of a scheduled shift shall receive a minimum of three (3) hours pay at two (2) times the Employees base pay rate.

Compensatory Time Off:
The normal work year for full-time Employees shall consist of the number of Monday through Friday days in each

calendar year multiplied by eight (8) hours. These hours are to be accounted for by each employee through:

a) Scheduled hours of work;
b) Scheduled department meetings;
c) Holidays;
d) Authorized training;
e) Authorized leave time; and
f) Authorized compensatory time off

Overtime:
For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

Fitness-on-Duty:
The Fitness-on-Duty provision was previously authorized under a Memorandum of Understanding. Going forward, the following program would be included as an article within the normal contract, as follows:

The purpose of this Article is to give each Officers the option to exercise while on duty. This voluntary Fitness-on-Duty program provides an opportunity for employees engaged in stressful and somewhat sedentary jobs an opportunity to: 1) Improve job performance, 2) Reduce health risks, 3) Reduce job-related injuries, 4) Reduce absenteeism, and 5) Improve overall fitness.

This program is subject to the following terms and conditions:
The employee will be given the option to work out 1 hour per shift. The average may not exceed 6 hours of workout time over 2 weeks. The workout time will consist of 30 minutes of the employees daily break time and up to 30 minutes of regular duty time. This option is available only if allowed by shift minimum's set forth by the Chief of Police, and call load.
Any employee participating in the program will partake in semi-annual fitness testing. The standards for testing will be set by the fitness coordinator and approved by the Chief of Police. All participants will adhere to the department Physical Fitness Program policy and testing standards.

Funding Source:

Case 1: The annual cost (wages and benefits) for this position is $120,519 ($89,050 coming from the General Fund and $31,469 from the Enterprise Fund). With an April start date, the actual funding required for 2013 is approximately $90,387. The funding required to extend the current contract with Hakanson Anderson through April 8, 2013 is approximately $2000 and an additional $5200 for one-month of service beyond April 8, 2013.

Case 2 The funding required for the first year of this contract is included in the 2013 budget and is estimated at approximately $14,049 (wages and benefits). The funding required for the second year of this contract is estimated to be approximately $54,497 (wages and benefits) and will be included in the 2014 budgeting process which the City Council will approve later this year.

Council Action:

Case 1: No further action is required -- this was approved by the City Council at the March 12, 2013

Case 2: Motion to adopt resolution #13-03-064, confirming the direction given at previous meetings to settle a 2-year labor agreement, including the following negotiated items:

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment.
2014: 2% increase to the 2013 wage schedule, effective on 01-01-14 for Cost of Living Adjustment and 2% increase effective on 07-01-14, for a Market Rate Adjustment.

Insurance:

Note: The following 2013 health insurance contributions are the same as the contributions previously approved for non-union employees.

2013: Memorandum of Understanding -- January 1, 2013 to December 31, 2013 as described below.
2014: Memorandum of Understanding -- January 1, 2014 to December 31, 2014 as described below.

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2013 and 2014. In addition, the City will purchase $20,000 of basic life insurance for full-time regular employees.

1) Increase city contributions for 2013 health insurance, as follows:

From $1200 to $1293 Family
From $1050 to $1095 Employee/Children
From $950 to $1017 Employee/Spouse
From $700 to $730-746.50 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgment form, and
• Employee experiences a qualifying family status change (for mid-year changes)

2) *Increase city contributions for 2014 health insurance, as follows:

From $1293 to $1358 Family
From $1095 to $1150 Employee/Children
From $1017 to $1068 Employee/Spouse
From $730-746.50 to $767–784 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgment form, and
• Employee experiences a qualifying family status change (for mid-year changes)

*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts listed above.

Court Time:
An employee who is required to appear in court within ~~six (6) hours~~ twelve (12) hours of the end of a scheduled shift and within twelve (12) hours of the start of a scheduled shift shall receive a minimum of three (3) hours pay at two (2) times the Employees base pay rate.

Compensatory Time Off:
The normal work year for full-time Employees shall consist of the number of Monday through Friday days in each calendar year multiplied by eight (8) hours. These hours are to be accounted for by each employee through:

a) Scheduled hours of work;
b) Scheduled department meetings;
c) Holidays;
d) Authorized training;
e) Authorized leave time; and
f) Authorized compensatory time off

Overtime:
For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatorytime off is considered to be working.

Fitness-on-Duty:
The Fitness-on-Duty provision was previously authorized under a Memorandum of Understanding. Going forward, the following program would be included as an article within the normal contract, as follows:

The purpose of this Article is to give each Officers the option to exercise while on duty. This voluntary Fitness-on-Duty program provides an opportunity for employees engaged in stressful and somewhat sedentary jobs an opportunity to: 1) Improve job performance, 2) Reduce health risks, 3) Reduce job-related injuries, 4) Reduce absenteeism, and 5) Improve overall fitness.

This program is subject to the following terms and conditions:

The employee will be given the option to work out 1 hour per shift. The average may not exceed 6 hours of workout time over 2 weeks. The workout time will consist of 30 minutes of the employees daily break time and up to 30 minutes of regular duty time. This option is available only if allowed by shift minimum's set forth by the Chief of Police, and call load.
Any employee participating in the program will partake in semi-annual fitness testing. The standards for testing will be set by the fitness coordinator and approved by the Chief of Police. All participants will adhere to the department Physical Fitness Program policy and testing standards.

Attachments

PC Packet of 031213
Draft PC Minutes 031213
Resolution

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/21/2013 03:57 PM

Form Started By: Colleen Lasher Started On: 03/20/2013 10:21 PM

Final Approval Date: 03/21/2013

City of Ramsey
Agenda
Personnel Committee
Tuesday March 12, 2013
5:30 pm
Lake Itasca Room, 7550 Sunwood Drive NW

1. Call to Order

2. Citizen Input

3. Approve Agenda

4. Committee Business

1. Authorization to Hire a City Engineer and to Approve a Transition Period with the Engineering Consultant

2. Authorization to Approve a 2-year Labor Agreement with LELS-Patrol and LELS-Sergeants

5. Adjournment

Personnel Committee **4. 1.**

Meeting Date: 03/12/2013

By: Colleen Lasher, Administrative Services

Title:

Authorization to Hire a City Engineer and to Approve a Transition Period with the Engineering Consultant

Background:

At the June 5, 2012, City Council meeting, staff received authorization to recruit for the position of City Engineer and to use a consulting engineer during the recruitment period.

Hakanson Anderson Engineering was brought on board in July and a recruitment process was conducted; however, staff was not able to recommend a candidate for the City Engineer position at that time. Consequently, at the September 25, 2012 meeting, the City Council authorized Hakanson Anderson to continue serving the City for up to an additional six months or through March 27, 2013. At that same meeting, the City Council directed staff to recruit again in January or February.

A second recruitment was conducted in January. Staff received six applications and interviewed two candidates. The interview panel included the City Administrator, the Public Works Superintendent, the Human Resources Manager, and the Interim City Engineer.

Staff considered both finalists to be excellent candidates for the City's new City Engineer position and both candidates were interviewed a second time. The second interview panel included the management team, as well as the engineering staff. It was the consensus of both groups to advance Mr. Bruce Westby in recruitment process.

Mr. Westby received a contingent job offer on February 26, 2013. Following that, Mr. Westby has successfully passed the City's background check, reference checks, physical and drug screen, as well as the work-style assessment.

At this time, staff is asking the City Council to consider: 1) hiring Mr. Bruce Westby, and 2) extending Hakanson Anderson's contract through at least Mr. Westby's start date of April 8, 2013, and 3) preferably retaining Hakanson Anderson part-time for an additional one-month period following Mr. Westby's start date, in order to ensure a successful transition and continuity of service within the City.

Hakanson Anderson's fee would include 24 hours per week for the first two weeks, followed by 16 hours per week for the second two weeks (one month all together) and would not exceed $5200. In the event that the City opted for less than one month of transition time, the amount would be prorated accordingly. Note: $5200 is the City's negotiated rate; if the City were to require 16 hours per week for one month at the normal rate ($110/hr.) the cost would be approximately $7040.

Notification:

This is is on the consent agenda this evening for City Council action.

Observations/Alternatives:

Alternative #1: Discontinue services with Hakanson Anderson after March 27, 2013, and approve hiring Mr. Bruce Westby, effective April 8, 2013. This alternative is not recommended.

Pros: Hakanson Anderson Interim City Engineer expenses would end as of the end of March.
Cons: There would be a gap in Engineering coverage from March 27, 2013 through April 8, 2013 and no transition period.

Alternatives #2: Approve hiring Mr. Bruce Westby and approve extending the contract with Hakanson Anderson through April 8, 2013, but not allow for a one month transition period. This alternative is not recommended.

Pros: The City would realize a savings of $5200.
Cons: Without some level of a transition period Mr. Westby will have a longer learning curve and the City may be vulnerable to losses.

Recommendation:

To make a motion, which upon City Council approval, will authorize hiring Mr. Bruce Westby as the City's new City Engineer, effective on April 8, 2013, at $43.67 per hour (step 4 of the 2013 wage scale) with a credit of 5 vacation days; extending Hakanson Anderson's contract part-time through at least Mr. Westby's start date of April 8, 2013; and retaining Hakanson Anderson for an additional one-month period following Mr. Westby's start date, in order to ensure a successful transition and continuity of service within the City.

Funding Source:

With a starting salary of $90,834, the offer is in-line with budgeted funding. The total annual cost of wages and benefits for this position are $120,519 ($89,050 coming from the General Fund and $31,469 from the Enterprise Fund). With an April start date, the actual funding required for 2013 is approximately $90,387. The funding required to extend the current contract with Hakanson Anderson, part-time, through April 8, 2013 is approximately $2000 and an additional $5200 for one-month of service beyond April 8, 2013.

Council Action:

Motion to approve resolution #13-03-059, which confirms the recommendation of the Personnel Committee to do the following:

1) Hire Mr. Bruce Westby as the City's new City Engineer, effective on April 8, 2013, at $43.67 per hour (step 4 of the 2013 wage scale) with a credit of 5 vacation days; and
2) Extend Hakanson Anderson's contract through Mr. Westby's start date of April 8, 2013; and
3) Retain Hakanson Anderson part-time for an additional one-month period following Mr. Westby's start date, in order to ensure a successful transition and continuity of service within the City.

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/07/2013 10:35 AM

Form Started By: Colleen Lasher Started On: 03/03/2013 04:18 PM

Final Approval Date: 03/07/2013

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-03-059

RESOLUTION TO HIRE A CITY ENGINEER AND TO APPROVE A TRANSITION PERIOD WITH THE ENGINEERING CONSULTANT

WHEREAS, at the September 25, 2012, City Council meeting staff was authorized to conduct a delayed recruitment process in January or February to fill the City Engineer position which was left vacant as of June 29, 2012; and

WHEREAS, a recruitment process was conducted and two candidates were interviewed; and

WHEREAS, staff has completed the necessary background checks and is recommending that Mr. Bruce Westby be hired as the City's new City Engineer at $43.67 per hour, effective on April 8, 2013, with a five day vacation credit; and

WHEREAS, staff recommends extending Hakanson Anderson's contract through Mr. Westby's start date of April 8, 2013; and

WHEREAS, staff recommends retaining the Hakanson Anderson's services for an additional one-month period following Mr. Westby's start date.

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

Confirms the recommendation of the Personnel Committee to do the following:

Motion to approve resolution #13-03-059, which confirms the recommendation of the Personnel Committee to do the following:

1) Hire Mr. Bruce Westby as the City's new City Engineer, effective on April 8, 2013, at $43.67 per hour (step 4 of the 2013 wage scale) with a credit of 5 vacation days; and
2) Extend Hakanson Anderson's contract through Mr. Westby's start date of April 8, 2013; and
3) Retain Hakanson Anderson for an additional one-month period following Mr. Westby's start date, in order to ensure a successful transition and continuity of service within the City.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 12th day of March 2013.

Personnel Committee **4. 2.**

Meeting Date: 03/12/2013

By: Colleen Lasher, Administrative Services

Title:

Authorization to Approve a 2-year Labor Agreement with LELS-Patrol and LELS-Sergeants

Background:

The current Law Enforcement Labor Services (LELS) contracts with both LELS Patrol and LELS Sergeants expired on December 31, 2012. City staff and LELS-Patrol and LELS-Sergeants have reached a tentative agreement on a two-year labor agreement.

Below is a list of the terms and conditions that have been tentatively agreed to by both groups:

Duration:
2-years / 2013-2014

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment

2014: 2% increase to the 2013 wage schedule, effective on 01-01-14 for a Cost of Living Adjustment and 2% increase effective on 07-01-14, for a Market Rate Adjustment

Insurance:
Note: The following 2013 health insurance contributions are the same as the contributions previously approved for non-union employees.

2013: Memorandum of Understanding -- January 1, 2013 to December 31, 2013 as listed below.
2014: Memorandum of Understanding -- January 1, 2014 to December 31, 2014 as listed below.

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2013 and 2014. In addition, the City will purchase $20,000 of basic life insurance for full-time regular employees.

1) Increase city contributions for 2013 health insurance

From $1200 to $1293 Family
From $1050 to $1095 Employee/Children
From $950 to $1017 Employee/Spouse
From $700 to $730-746.50 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form, and
• Employee experiences a qualifying family status change (for mid-year changes)

2) *Increase city contributions for 2014 health insurance

From $1293 to $1358 Family
From $1095 to $1150 Employee/Children
From $1017 to $1068 Employee/Spouse
From $730-746.50 to $767–784 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form, and
• Employee experiences a qualifying family status change (for mid-year changes)

*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts listed above.

Court Time:
An Employee who is required to appear in court within ~~six (6) hours~~ twelve (12) hours of the end of a scheduled shift and within twelve (12) hours of the start of a scheduled shift shall receive a minimum of three (3) hours pay at two (2) times the Employees base pay rate.

Compensatory Time Off:
The normal work year for full-time Employees shall consist of the number of Monday through Friday days in each calendar year multiplied by eight (8) hours. These hours are to be accounted for by each Employee through:
a) Scheduled hours of work;
b) Scheduled department meetings;
c) Holidays;
d) Authorized training;
e) Authorized leave time; and
f) Authorized compensatory time off

Overtime:
For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

Fitness-on-Duty:
The Fitness-on-Duty provision was previously authorized under a Memorandum of Understanding. Going forward, the following program would be included as an article within the normal contract, as follows:

The purpose of this Article is to give each Officers the option to exercise while on duty. This voluntary Fitness-on-Duty program provides an opportunity for employees engaged in stressful and somewhat sedentary jobs an opportunity to: 1) Improve job performance, 2) Reduce health risks, 3) Reduce job-related injuries, 4) Reduce absenteeism, and 5) Improve overall fitness.

This program is subject to the following terms and conditions:

The employee will be given the option to work out 1 hour per shift. The average should not exceed 6 hours of workout time over 2 weeks. This option is available if allowed by shift minimum's set forth by the Chief of Police, and call load. The workout time will consist of 30 minutes of the employees daily break time and up to 30 minutes

of regular duty time.
Any employee participating in the program will partake in semi-annual fitness testing. The standards for testing will be set by the fitness coordinator and approved by the Chief of Police. All participants will adhere to the department Physical Fitness Program policy and testing standards.

For Patrol Officers Only:
Continue the current Memorandum of Understanding for Holiday Buy Back as follows:

Section 17.4: Each employee shall have the option to sell a maximum of 54 of his/her holiday hours back to the employer at his/her current rate of pay. This holiday buy back option may be taken during two times annually: January 1 through January 15, and November 1 through November 15. In any event, no holiday hours shall carry over to the next year.

All other provisions of Article Seventeen (17) shall apply normally. This Memorandum of Understanding will sunset on December 31, 2014

Notification:

It is evident that Ramsey Patrol Officers and Sergeants have lost ground compared to the market average; as cost-of-living adjustments and market rate adjustments were restricted due to recent economic circumstances. In an effort to rectify the situation and ensure stability within the Police Department, staff recently conducted a salary survey with similarly situated cities (via on-line resources and by calling individual cities) and found that officer' wages continue to be below the market. The data was crossed checked with the data available through the LELS offices and the results were consistent. A 1% COLA on January 1, 2013 and a 2% COLA on January 1, 2014 does not offer a remedy to the situation; therefore, in order to correct the disparity, a July 1, 2014 market rate adjustment is recommended, which would be included in the budgeting process later this year.

Observations/Alternatives:

Alternative #1: Revise the terms of the tentative agreement based on discussion with the Personnel Committee. Not recommended.

Pros: Unknown.
Cons: Takes valuable time away from staff, delays reconciling payroll, and risks going to binding arbitration.

Recommendation:

To make a motion, which upon City Council approval, will authorize settling the 2013 - 2014 labor agreement, as described above, between the City of Ramsey and LELS-Patrol and LELS-Sergeants.

Funding Source:

The funding required for a 1% COLA and the 2013 health insurance contributions were approved as part of the 2013 General Fund Budget.

The Cost of Living Adjustment and Market Rate Adjustment for 2014 will be included in the 2014 General Fund Budget which will be presented to the City Council for consideration later this year.

Council Action:

Motion to approve a resolution, which confirms the recommendation of the Personnel Committee to settle the 2013 - 2014 Labor Agreement between the City of Ramsey and LELS-Patrol and LELS-Sergeants.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/07/2013 04:02 PM

Form Started By: Colleen Lasher Started On: 03/03/2013 04:23 PM

Final Approval Date: 03/07/2013

PERSONNEL COMMITTEE
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Personnel Committee conducted a regular meeting on Tuesday, March 12, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jason Tossey
Councilmember Mark Kuzma
Mayor Sarah Strommen (Alternate)

Member Absent: Councilmember Randy Backous

Also Present: City Administrator Kurtis Ulrich
Human Resources Manager Colleen Lasher
Police Chief James Way
Public Works Superintendent Grant Riemer
Councilmember David Elvig
Councilmember John LeTourneau
Councilmember Chris Riley

1. CALL TO ORDER

Chairperson Tossey called the regular meeting of the Personnel Committee to order at 5:30 p.m.

2. CITIZEN INPUT

There was none.

3. APPROVE AGENDA

Motion by Councilmember Kuzma, seconded by Mayor Strommen, to approve the agenda as submitted.

Motion carried. Voting Yes: Chairperson Tossey, Councilmember Kuzma and Mayor Strommen. Voting No: None. Absent: Councilmember Backous.

4. COMMITTEE BUSINESS

4.01: Authorization to Hire a City Engineer and to Approve a Transition Period with Engineering Consultant

Human Resources Manager Lasher reviewed the staff report, background information, and recommendation to hire Bruce Westby, noting he had successfully passed the City's background check, reference checks, physical and drug screen, and work-style assessment. Staff also

recommended extending the contract with Hakanson Anderson through Mr. Westby's start date of April 8, 2013, and preferably retaining Hakanson Anderson part-time for an additional one month period following Mr. Westby's start date in order to ensure a successful transition and continuity of service within the City. Human Resources Manager Lasher reviewed the fees of Hakanson Anderson, noting if a full month was not needed, it would be prorated back to the City. She indicated the funding for hiring Mr. Westby is within budget and for Hakanson Anderson the cost is about $2,000 if extended one week beyond Mr. Westby's start date and about $5,200 if extended one month beyond April 8, 2013.

City Administrator Ulrich indicated staff would manage the hours for Hakanson Anderson.

Councilmember Kuzma stated support to have backup engineering support until Mr. Westby is brought up to speed.

Mayor Strommen agreed that transition time would be beneficial and supported stating "a maximum of one full month" so staff has the discretion to scale back the hours, if needed.

Motion by Councilmember Kuzma, seconded by Mayor Strommen, to recommend that the City Council adopt Resolution #13-03-59, to hire Bruce Westby as the City's new City Engineer, effective on April 8, 2013, at $43.67 per hour (Step 4 of the 2013 wage scale) with a credit of five vacation days; and, extend Hakanson Anderson's contract through Mr. Westby's start date of April 8, 2013; and, retain Hakanson Anderson part-time for a maximum of an additional one-month period following Mr. Westby's start date in order to ensure a successful transition and continuity of service within the City.

Motion carried. Voting Yes: Chairperson Tossey, Councilmember Kuzma and Mayor Strommen. Voting No: None. Absent: Councilmember Backous.

4.02: Authorization to Approve a Two Year Labor Agreement with LELS–Patrol and LELS-Sergeants

Chairperson Tossey disclosed that his personal counsel has recommended he recuse himself from this discussion and decision.

Mayor Strommen assumed chairing this agenda case.

Human Resources Manager Lasher reviewed the staff report and list of terms and conditions that have been tentatively agreed to by the LELS-Patrol and LELS-Sergeants on a two-year labor agreement including a 2014 market rate adjustment for patrol officers an sergeants as it was clear they had lost ground compared to the market average based on a salary survey with similarly situated cities. Human Resources Manager Lasher advised that in the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%, as may be the case due to the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts as listed in the staff report.

Councilmember Kuzma congratulated staff on a job well done.

Acting Chairperson Strommen noted these labor contracts had been previously been discussed, several times, in Closed Session.

Motion by Councilmember Kuzma, seconded by Acting Chairperson Strommen, to recommend that the City Council adopt a resolution to settle the 2013-2014 Labor Agreement between the City of Ramsey and LELS-Patrol and LELS-Sergeants.

Motion carried. Voting Yes: Acting Chairperson Strommen and Councilmember Kuzma. Voting No: None. Abstain: Chairperson Tossey. Absent: Councilmember Backous.

Chairperson Tossey resumed chairing the meeting.

COMMITTEE INPUT

None.

ADJOURNMENT

Motion by Councilmember Kuzma, seconded by Mayor Strommen, to adjourn the regular meeting of the Personnel Committee.

Motion carried.

The regular meeting of the Personnel Committee adjourned at 5:47 p.m.

Respectfully submitted,

_____
Colleen Lasher
Human Resources Manager

ATTEST:

_____
Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-03-064

RESOLUTION TOAPPROVE A 2-YEAR LABOR AGREEMENT WITH LELS-PATROL AND LELS-SERGEANTS

WHEREAS, the current Law Enforcement Labor Services (LELS) contracts with both LELS Patrol and LELS Sergeants expired on December 31, 2012; and

WHEREAS, city staff and LELS-Patrol and LELS-Sergeants have reached a tentative agreement on a two-year labor agreement; and

WHEREAS, the City and LELS have tentatively agreed to all articles within the contracts, as well as the Memorandum of Understandings for health insurance, the $295 credit in lieu of coverage, and the Patrol Officers Holiday Buy Back at a maximum of 54 hours for both 2013 and 2014; and

WHEREAS, the City will administer the 2013-2014 labor agreement as follows:

City staff and LELS-Patrol and LELS-Sergeants have reached a tentative agreement on a two-year labor agreement.

Below is a list of the terms and conditions that have been tentatively agreed to:

Duration:
2-years / 2013-2014

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment.

2014: 2% increase to the 2013 wage schedule, effective on 01-01-14 for Cost of Living Adjustment and 2% increase effective on 07-01-14, for a Market Rate Adjustment.

Insurance:
Note: The following 2013 health insurance contributions are the same as the contributions previously approved for non-union employees.

2013: Memorandum of Understanding -- January 1, 2013 to December 31, 2013 as described below.

2014: Memorandum of Understanding -- January 1, 2014 to December 31, 2014 as described below.

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2013 and 2014. In addition, the City will purchase $20,000 of basic life insurance for full-time regular employees.

1) Increase city contributions for 2013 health insurance, as follows:

From $1200 to $1293 Family
From $1050 to $1095 Employee/Children
From $950 to $1017 Employee/Spouse
From $700 to $730-746.50 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

• Employee shows proof of other coverage, and
• Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form, and
• Employee experiences a qualifying family status change (for mid-year changes)

2) *Increase city contributions for 2014 health insurance, as follows:

From $1293 to $1358 Family
From $1095 to $1150 Employee/Children
From $1017 to $1068 Employee/Spouse
From $730-746.50 to $767–784 Single

Or

Provide cash in lieu of City's insurance contribution of $295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

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*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any

case, the City will contribute no less than the 2014 amounts listed above.

Court Time:
An Employee who is required to appear in court within twelve (12) hours of the end of a scheduled shift and within twelve (12) hours of the start of a scheduled shift shall receive a minimum of three (3) hours pay at two (2) times the Employees base pay rate.

Compensatory Time Off:
The normal work year for full-time Employees shall consist of the number of Monday through Friday days in each calendar year multiplied by eight (8) hours. These hours are to be accounted for by each Employee through:

a) Scheduled hours of work;
b) Scheduled department meetings;
c) Holidays;
d) Authorized training;
e) Authorized leave time; and
f) Authorized compensatory time off

Overtime:
For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

Fitness-on-Duty:
The Fitness-on-Duty provision was previously authorized under a Memorandum of Understanding. Going forward, the following program would be included as an article within the normal contract, as follows:

The purpose of this Article is to give each Officers the option to exercise while on duty. This voluntary Fitness-on-Duty program provides an opportunity for employees engaged in stressful and somewhat sedentary jobs an opportunity to: 1) Improve job performance, 2) Reduce health risks, 3) Reduce job-related injuries, 4) Reduce absenteeism, and 5) Improve overall fitness.

This program is subject to the following terms and conditions:

The employee will be given the option to work out 1 hour per shift. The average should not exceed 6 hours of workout time over 2 weeks. This option is available if allowed by shift minimum's set forth by the Chief of Police, and call load. The workout time will consist of 30 minutes of the employees daily break time and up to 30 minutes of regular duty time.

Any employee participating in the program will partake in semi-annual fitness testing. The standards for testing will be set by the fitness coordinator and approved by the Chief

of Police. All participants will adhere to the department Physical Fitness Program policy and testing standards.

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

Motion to approve a resolution, which confirms the recommendation of the Personnel Committee to do the following:

Approve a resolution to settle the 2013 - 2014 Labor Agreement between the City of Ramsey and LELS-Patrol and LELS-Sergeants as follows:

Duration:
2-years / 2013-2014

Wages:
2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment.

2014: 2% increase to the 2013 wage schedule, effective on 01-01-14 for a Cost of Living Adjustment and 2% increase effective on 07-01-14, for a Market Rate Adjustment.

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Provide cash in lieu of City's insurance contribution of $295 per month; employees

receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from $290 to $295 per month; employees new to the program are subject to the following:

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• Employee experiences a qualifying family status change (for mid-year changes)

2) *Increase city contributions for 2014 health insurance, as follows:

From $1293 to $1358 Family
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From $1017 to $1068 Employee/Spouse
From $730-746.50 to $767–784 Single

Or

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*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any case, the City will contribute no less than the 2014 amounts listed above.

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Compensatory Time Off:
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b) Scheduled department meetings;
c) Holidays;

d) Authorized training;
e) Authorized leave time; and
f) Authorized compensatory time off

Overtime:
For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

Fitness-on-Duty:
The Fitness-on-Duty provision was previously authorized under a Memorandum of Understanding. Going forward, the following program would be included as an article within the normal contract, as follows:

The purpose of this Article is to give each Officers the option to exercise while on duty. This voluntary Fitness-on-Duty program provides an opportunity for employees engaged in stressful and somewhat sedentary jobs an opportunity to: 1) Improve job performance, 2) Reduce health risks, 3) Reduce job-related injuries, 4) Reduce absenteeism, and 5) Improve overall fitness.

This program is subject to the following terms and conditions:

The employee will be given the option to work out 1 hour per shift. The average should not exceed 6 hours of workout time over 2 weeks. This option is available if allowed by shift minimum's set forth by the Chief of Police, and call load. The workout time will consist of 30 minutes of the employees daily break time and up to 30 minutes of regular duty time.

Any employee participating in the program will partake in semi-annual fitness testing. The standards for testing will be set by the fitness coordinator and approved by the Chief of Police. All participants will adhere to the department Physical Fitness Program policy and testing standards.

For Patrol Officers Only:
Continue the current Memorandum of Understanding for Holiday Buy Back as follows:

Section 17.4: Each employee shall have the option to sell a maximum of 54 of his/her holiday hours back to the employer at his/her current rate of pay. This holiday buy back option may be taken during two times annually: January 1 through January 15, and November 1 through November 15. In any event, no holiday hours shall carry over to the next year.

All other provisions of Article Seventeen (17) shall apply normally. This Memorandum of Understanding will sunset on December 31, 2014

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of March 2013.

CC Regular Session **7. 1.**

Meeting Date: 03/26/2013

By: Tim Gladhill, Community Development

Information

Title:

Consider Request for Local Contribution from MWF Properties for Apartment Development in The COR and Provide Staff Direction on Potential Sources

Background:

The City has been contacted by MWF Properties, located in Minneapolis, MN, regarding a potential development of Outlot B, RAMSEY TOWN CENTER 11TH ADDITION. The Property is currently owned by the City of Ramsey Housing and Redevelopment Authority (HRA). A case has been prepared for the HRA's consideration for March 26, 2013 as well. The Developer desires to construct an approximately 47-unit rental apartment development on the Property.

The Developer is also seeking City financial participation as part of an application to the Minnesota Housing Finance Agency (MHFA) for Section 42 tax credits, a competitive financing opportunity also known as the Housing Tax Credit (HTC). According to the MHFA website, the Housing Tax Credit is a reduction in tax liability to developers and investors in exchange for providing affordable housing. This is not assistance given directly to a tenant. The Housing Tax Credit is part of the Internal Revenue Service (IRS) Tax Code, and not a City funded program.

The Developer is requesting a local contribution of $510,000. According to the Developer, a contribution of this amount would provide four (4) selection points . The Developer will present background on the HTC Application and the forecasted range of points that would be necessary for a successful application. According to the Developer, the local contribution can be satisfied by a number of ways including, but not limited to (or combinations thereof) Tax Increment Financing (TIF), grants, reduction in land costs, and regulatory cost reductions.

Staff discussed the Metropolitan Council's Livable Communities Act (LCA) as a potential funding source. The Developer has stated that they are somewhat concerned about timing of this program. The City could also consider utilization of the Anoka County Housing and Redevelopment Authority (ACHRA) levy as a potential funding source. The Developer also inquired as to whether the City would be interested in assisting through Tax Increment Financing (TIF). In addition, the Developer also inquired if the City would be willing to waive certain application, license, or development fees or fast track approval processes.

Before continuing discussions with the Developer, Staff is seeking policy feedback as to whether the City Council is interested in pursuing TIF, LCA funding, land reduction, County HRA funding, or other options available through the Tax Credit program for the project.

It should be noted that the Developer has noted implications of the required design guidelines for The COR. Staff has had some preliminary discussions with the Developer on alternative locations within The COR with design standards more complimentary to their current business model. The Developer seems generally interested in exploring alternative locations as well.

Furthermore, the Developer has requested review with the City Council at this time due to timing of the Application. The Application is due in June, but will take a considerable amount of time on the Developer's part to prepare the Application.

Notification:

No notification required at this time.

Observations/Alternatives:

Peter Worthington, of MWF Properties, will be presenting the project proposal to the City Council. There are multiple site plan review items that need to be addressed, which will be addressed at a future date if necessary. At this time, Staff is seeking feedback on potential City participation prior to spending additional time discussing and reviewing further with the potential Developer.

The Developer is seeking Section 42 tax credits, administered through the Minnesota Housing Finance Agency (MHFA). The Developer is asking that the City participate financially in order to increase the chance of successful award of said financing. The program does provide options other than cash contribution that count as the local match, which will be presented by Mr. Worthington. Evaluation of the HTC Applications are based on a points system, and City participation includes additional points. A copy of the current HTC Self Scoring Sheet is attached for the City Council's review.

As stated, there are a number of ways to satisfy the local contribution including, but not limited to TIF, grants, reduction in land costs, or regulatory cost reductions. One potential funding source is the Metropolitan Council Livable Communities Program or the Anoka County Housing and Redevelopment Authority levy. Furthermore, the Property is located within TIF District #14. Again, Staff recommends a broader policy discussion on TIF District #14 before identifying this as a potential funding source. However, TIF utilization for public infrastructure (e.g., roads) would be one potential use of TIF for this project that would benefit both the City and the development.

The deadline for Livable Communities funds is anticipated to be on or about May, 2013 (based on previous funding rounds). Staff will revisit this funding source when the funding cycle is opened for 2013, and bring back a case for consideration by the City Council. Staff will continue to work on identifying additional ways to address the local contribution, if directed to do so by City Council.

Alternative #1. The City Council could direct Staff to continue discussions with the Developer to identify an appropriate funding source for the Local Contribution. Staff would recommend a housing grant as the preferred method to satisfy the Local Contribution. Staff is seeking feedback on the use of TIF #14, likely for required public improvements. The City Council could also direct Staff to explore other parcels where the cost of development could lead to a reduction in the requested Local Contribution.

Alternative #2. The City Council could deny the request for a Local Contribution. It is unlikely that the project would move forward without the Local Contribution.

Alternative #3. The City Council could postpone a decision, pending review by the HRA related to housing assistance and land sale discussion.

Recommendation:

Staff recommends that the City Council direct Staff to pursue potential funding sources for the Local Contribution, but not formally agree to the Local Contribution at this time. It is also recommended that staff prepare a TIF analysis for this project to determine potential revenue from the project. This direction would not authorize Staff to submit any application for grant or other funding. Said authorization would come at a future date with a specific grant fund identified.

Funding Source:

There is not additional funding required to continue discussions with the potential Developer. The funding source for a local contribution would need to be determined in the near future, based on discussion (if approved).

Council Action:

Motion to direct Staff to continue/not continue discussions regarding local contribution for MWF Properties related to a Minnesota Housing Finance Agency (MHFA) Housing Tax Credit Application.

Attachments

Site Location Map

Request for Local Contribution

Concept Plan (Basic)

Initial Site Plan Review Comments

Tax Credit Background

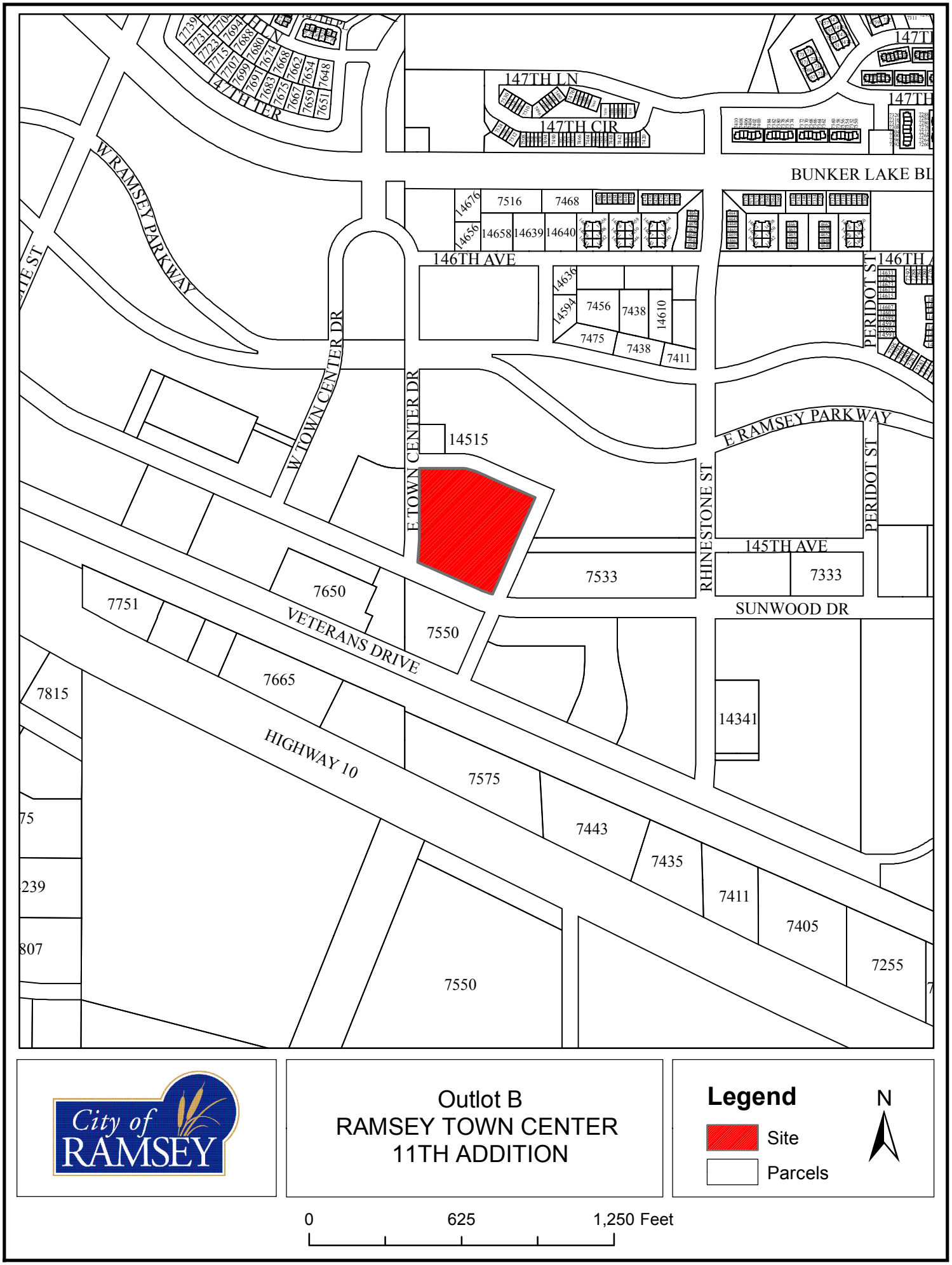
Tax Credit Scoring Sheet

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	03/20/2013 08:00 AM
Chris Anderson	Chris Anderson	03/20/2013 02:50 PM
Hakanson Anderson Engineering	Shane Nelson	03/21/2013 08:22 AM
Patrick Brama	Kathy Schmitz	03/21/2013 09:51 AM
Tim Gladhill (Originator)	Tim Gladhill	03/21/2013 10:16 AM
Kurt Ulrich	Kurt Ulrich	03/21/2013 03:25 PM

Form Started By: Tim Gladhill Started On: 03/15/2013 02:58 PM

Final Approval Date: 03/21/2013


147TH LN
147TH CIR
147TH TER
BUNKER LAKE BL
W RAMSEY PARKWAY
W TOWN CENTER DR
E TOWN CENTER DR
146TH AVE
PERIDOT ST
E RAMSEY PARKWAY
14515
RHINESTONE ST
145TH AVE
SUNWOOD DR
VETERANS DRIVE
HIGHWAY 10
7516
7468
14676
14658
14639
14640
14636
14594
7456
7438
14610
7475
7411
7533
7333
7650
7751
7550
7665
7815
14341
7575
7443
7435
7411
7405
7255
7550
City of RAMSEY
Outlot B
RAMSEY TOWN CENTER
11TH ADDITION
Legend
Site
Parcels
N
0
625
1,250 Feet

MWF Properties
7645 Lyndale Avenue South
Minneapolis, MN 55423
TEL 612.243.4637
FAX 612.243.4660
MWFPROPERTIES.COM

March 19, 2013

Tim Gladhill
Development Services Manager
City of Ramsey/Community Development
7550 Sunwood Drive NW
Ramsey, MN 55303

Dear Mr. Gladhill,

MWF Properties LLC is proposing to develop a 47 unit, multi-family work force housing community in Ramsey COR District 1. The 47 units will include a mix of two and three bedroom apartments to meet the demands for work force family housing in Ramsey. The community will occupy approximately 1.1 acres along Sunwood Drive – within walking distance of the Ramsey light rail station. The apartments will be located in a four-story building with underground parking, surface parking, an outdoor play area, and amenities within the building. All units will have balconies. The tenant population will be comprised of residents with income at or below 60% of the area median income.

The project is proposed to be funded primarily through the sale of tax credits awarded by MHFA pursuant to Section 42 of the Tax Code. We plan to submit an application to MHFA in June 2013. Notice of award is expected in October 2013. We anticipate starting construction in April 2014 and completing in December 2014.

We are projecting a total development cost of approximately $9,913,000. Within that overall budget we have included receiving local financial contribution totaling a net present value of $510,000. The local contribution can come in several ways (or a combination) including TIF, grants, reduction in land cost, and regulatory cost reductions.

The local contribution amount is necessary to the success of this project for two main reasons: the increased cost to meet the COR design framework and the need to achieve 4 points on the local contribution scoring criterion in the tax credit application process.

There are several aspects to the COR District 1 Design Framework which will require design enhancement beyond what is typical for workforce housing. Those include additional articulation of the building exterior, increased glazing, elimination of siding, and use of brick or comparable product on at least 50% of exterior walls.

The scoring criteria used in the competitive application process changes from year to year. Where a proposed project fails to achieve points in some criteria, additional points must be achieved in other aspects to have a competitive proposal. Based on the current scoring criteria we are confident that to be

Weis Builders, Inc.
7645 Lyndale Avenue South
Minneapolis, MN 55423
TEL 612.243.5000
FAX 612.243.5010
WEISBUILDERS.COM

Building Relationships Since 1939

competitive this project will need to achieve 4 points for the local contribution category. Achieving 4 points will require the level of contribution we are proposing.

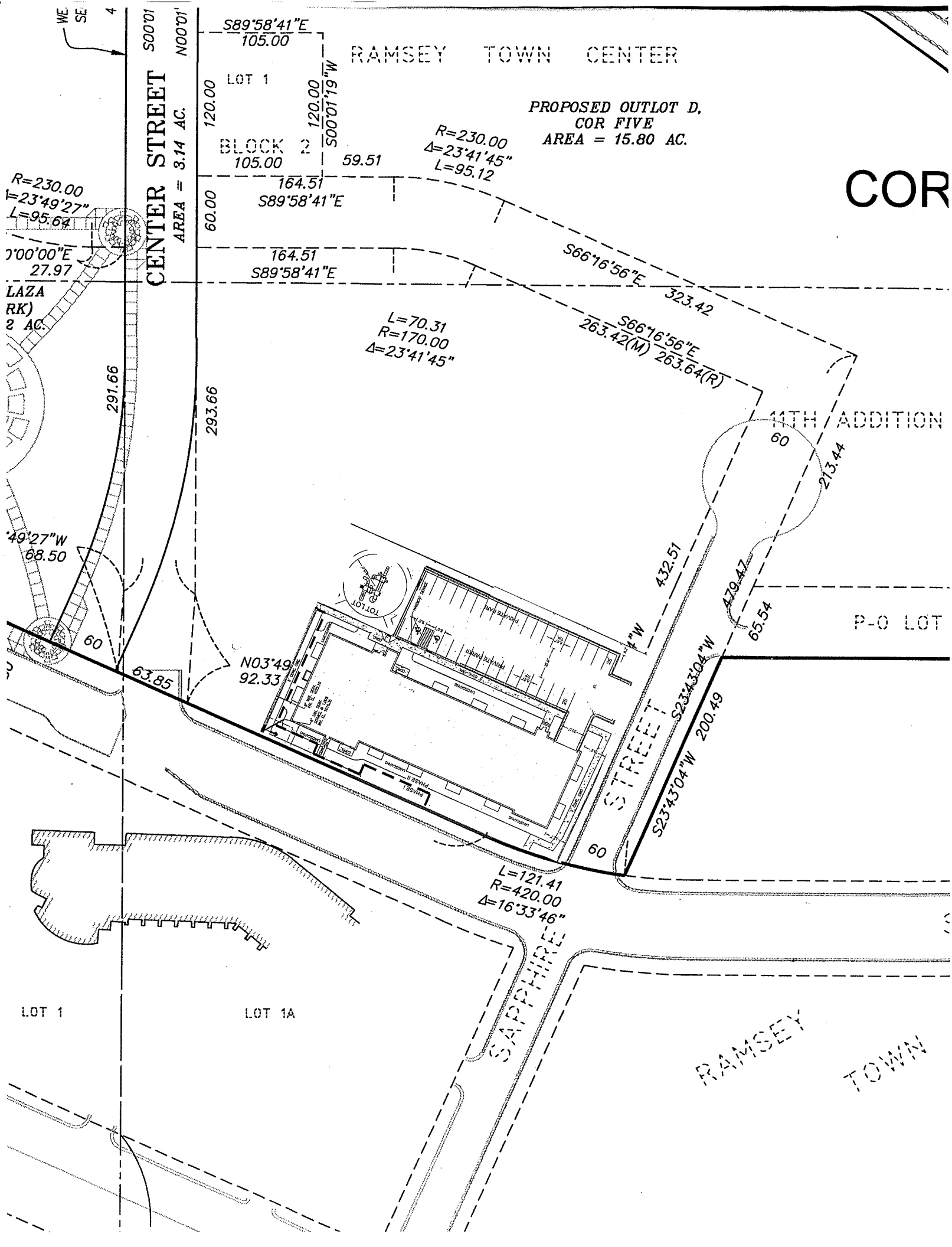
We look forward to discussing our proposal further with you, the Ramsey HRA and City Council.

Very truly yours,

MWF PROPERTIES, LLC

Peter Worthington

Weis, Builders, Inc. is an
Affirmative Action/Equal Opportunity Employer


RAMSEY TOWN CENTER
PROPOSED OUTLOT D,
COR FIVE
AREA = 15.80 AC.
COR
CENTER STREET
AREA = 3.14 AC.
LOT 1
BLOCK 2
105.00
120.00
S89°58'41"E
105.00
S00°01'19"W
120.00
59.51
R=230.00
Δ=23°41'45"
L=95.12
164.51
S89°58'41"E
60.00
S66°16'56"E
323.42
S66°16'56"E
263.42(M) 263.64(R)
L=70.31
R=170.00
Δ=23°41'45"
291.66
293.66
14TH ADDITION
60
213.44
432.51
479.47
65.54
P-O LOT
S23°43'04"W
200.49
60
63.85
N03°49
92.33
L=121.41
R=420.00
Δ=16°33'46"
SAPPHIRE
LOT 1
LOT 1A
RAMSEY
TOWN

Memo

Stantec

To:	Tim Gladhill, Development Services Manager	From:	Tina Goodroad, AICP
	Recipient's Office		Sender's Office
File:	Workforce Housing Site Plan review	Date:	March 8, 2013

Reference: Workforce Housing in Ramsey COR

The applicant has submitted a preliminary site plan for a 47 unit workforce housing apartment building for a site located in COR 1 situated at the southeast corner of Sapphire Street and Sunwood Drive. Below is a summary of the site plan review based on the COR 1 site and building design requirements.

As described in The COR Design Framework the COR1 Mixed Use Core "provides the broadest variety, highest density and greatest intensity of development encouraging both vertical and horizontal mixed use."

The site is located on Sunwood Drive which is classified as a destination street and Sapphire Street which is classified as a downtown street. The site also abuts Center Street which is also classified as a downtown street.

Minimum lot size requirement: none

Minimum lot width: 20' on all three streets. Proposed plan meets this requirement.

Density: greater than 15 units is permitted in COR1. The proposal is for a five story building (first floor at grade enclosed parking) with 47 units.

Minimum F.A.R is .75 and proposed is 1.09

Required build to lines on Sunwood Drive and Sapphire Street is 5' to the right-of-way with 60% of the building façade meeting this requirement. A scaled site plan was not provided to determine proposed build to lines. However, as the site plan illustrates, the applicant understands the intent of building placement in the COR up to the street. Nevertheless, improvements can be made to the building layout that would offer greater use of the entire site extending the Center Street, while meeting the build to lines on both Sunwood Drive and Sapphire Street. Development plans cannot prohibit the remaining site area from meeting the Development Plan, including building area to meet build to and building frontage requirements along Center Street.

The preliminary site plan does not meet the build to line along Sapphire Street. If the building were designed in an "L" shape and tucked into the southeast corner greater

room would be available for a second “L” shaped building at the southwest corner as illustrated on Development Plan 6.1. Additional efforts may still be needed to meet the 60% building frontage along Sapphire Street via a knee wall, however, this building pattern would allow for maximum use of the site as intended in the overall development plan.

Building height maximum is five stories; proposed is five stories with the first story serving as enclosed at grade parking.

The applicant will also be required to provide for a 6’ wide boulevard and 10’ sidewalk. Streetscaping will be required according the COR Design Framework.

Minimum parking required is one space per unit with a maximum of two per unit. The applicant is proposing 36 enclosed spaces and 33 surface spaces totaling close to 1.5 spaces per unit. Parking shall be located at the rear or side of the site. With an “L” shape building this could be accomplished by locating the parking inside the “L”.

The preliminary site plan does locate the proposed surface parking at the rear of the site. As mentioned earlier a knee wall may be required to meet the required 60% building frontage. This knee wall may also be required to screen the parking lot along Sapphire Street.

Other items of consideration:

Building architecture is very important in the COR, especially in COR1 which is in the heart of the COR. Design requirements are based on the street type the site is located on as well as the sub-district. Sunwood Drive is classified as the destination street (the only one in the district). A destination street is defined as the location for shopping, entertainment, services, workplace and other primary amenities. As such, the proposed use, as an apartment building may not be the highest and best use of this particular site in COR1.

Buildings in this sub-district are intended to play a major role in defining the overall character in the COR. Buildings are required to have four sided architecture and highlight unique architectural features while also contributing to the compatibility of other buildings immediately surrounding the site. Emphasis in this sub-district is on the design of the elevation(s) facing the streets. To meet these goals the applicant shall follow the building design guidelines for all buildings in The COR Design Framework. This requires specific elements including but not limited to:

- Four sided architecture
- Reinforce the street edge
- Interesting mix of building styles, scales and massing

- An animated street presence with a mix of street level uses, interesting building facades, doors and windows on the street and other architectural elements that animate the pedestrian experience. The proposed use, as residential will have difficulty meeting the design intent for this sub-district. Additionally, the proposed at grade, first level use of parking will make these requirements even more difficult to achieve without the use of false architectural elements which will not meet the intent for an animated street presence.

- Variety in building design and building elements including roofs. Use of high quality materials.

- Special architectural elements used to highlight key streets. In this case that would include Sunwood Drive, Sapphire Street and even Center Street. This site cannot develop in a manner that would prohibit future development from meeting the development plan for Center Street.

While elevations have not been provided; this list points out key requirements for the building design in the COR 1 sub-district that will apply to the proposed workforce housing proposal.

The above summary points to key areas where the preliminary plan meets requirements and where improvements and redesign shall be considered for this proposed use to fully meet the intent of the COR 1 sub-district.

If you have any questions please do not hesitate to call.

Housing Tax Credit Program

Allocation

The Federal Tax Reform Act of 1986 created the Housing Tax Credit (HTC) Program for qualified residential rental properties. The HTC offers a ten year reduction in tax liability to owners and investors in eligible affordable rental housing units produced as a result of new construction, rehabilitation, or acquisition with rehabilitation.

Minnesota Housing was designated by the Minnesota Legislature as the primary allocating Agency of HTC in Minnesota. Qualified local cities and counties have also been designated by the Legislature as suballocators of the HTC.

Section 42 of the Internal Revenue Code ("Section 42") requires that tax credit allocating agencies develop an allocation plan for the distribution of the tax credits within the jurisdiction of the allocating agency. The MHFA Qualified Allocation Plan (QAP) combines state and federally legislated priorities with other priorities established by the MHFA following receipt of comments from the public, local municipalities and federal agencies.

Compliance

Section 42 (m)(i)(B)(iii) of the Internal Revenue Code requires housing credit agencies to include in their Housing Tax Credit Allocation Plan a procedure to monitor all tax credit projects for compliance with the requirements of Section 42, the Housing Tax Credit Program (HTC), throughout the compliance period.

In Minnesota, Minnesota Housing has been designated by the Legislature as the primary apportionment agency for the state. The Legislature also has designated the following cities and counties as suballocators: Dakota County, Duluth, Minneapolis, Rochester, St. Cloud, St. Paul, and Washington County.

An allocating agency must have a procedure for monitoring compliance with the provisions of the Code and notifying the Internal Revenue Service (IRS) of any noncompliance of which it becomes aware whether or not it is corrected. The monitoring requirements became effective on January 1, 1992, were amended on January 14, 2000, and apply to all tax credit projects, even if the projects received an allocation prior to 1992. The IRS has issued final regulations, Income Tax Regulation 1.42-5 ("1.42-5"), relating to the requirements for compliance monitoring.

Self-Scoring Worksheet
2013 Housing Tax Credit Program

Development Name: _____

Development Location: _____

Development City: _____

Please note the following:

1. Minimum Point Requirements:
   - Request for Minnesota Housing Finance Agency (Minnesota Housing) administered tax credits from the State's volume cap must demonstrate the project is eligible for not less than 30 points.
   - Request for tax credits in association with Tax Exempt Bonds over and above the State's allocation of Housing Tax Credits must demonstrate the project is eligible for not less than 40 points.

2. Documentation of Points:
   - Indicate the selection and/or preference priority points expected for your project. Where multiple points per section are available please check the appropriate box (☐) for points claimed. **Attach directly to this self-scoring worksheet, a separate detail sheet and documentation that clearly supports points claimed. Minnesota Housing will determine actual selection points awarded – points will not be awarded unless documentation is provided along with the application to justify the points claimed.**

3. Extended Duration:
   - All projects with the exception of those obtaining tax credits in association with Tax Exempt Bonds over and above the State's allocation of Housing Tax Credits must maintain the duration of low-income use for a minimum of 30 years. The owner agrees that the provisions of IRC §§ 42(h)(6)(E)(i)(II) and 42(h)(6)(F) (which provision would permit the owner to terminate the restrictions under this agreement at the end of the compliance period in the event Minnesota Housing does not present the owner with a qualified contract for the acquisition of the project) do not apply to the project, and that the Section 42 income and rental restrictions shall apply for the period of 30 years beginning with the first day of the compliance period in which the building is a part of a qualified low income housing project.

4. Design Standards (New for 2013):
   - The project must meet the requirements in the Minnesota Housing Finance Agency Rental Housing Design/Construction Standards and be evidenced by a Design Standards Certification form executed by the owner and architect. Additional design requirements will be imposed if Large Family Housing points are claimed/awarded or points are claimed/awarded which require specific design elements (i.e. High Speed Internet).

5. A Declaration of Land Use Restrictive Covenants:
   - Covering the rent restrictions and occupancy requirements presented at selection must be recorded against the property.

ROUND 1 – MINIMUM THRESHOLD REQUIREMENTS

For applications submitted in Round 1, all applicants statewide must meet one of the following threshold types. Please indicate the Threshold item you meet:

A. In the Metropolitan Area:

1. ☐ New construction or substantial rehabilitation in which, for the term of the extended use period (term of the Declaration of Land Use Restrictive Covenants), at least 75 percent of the total tax credit units are single room occupancy units with rents affordable to households whose income does not exceed 30 percent of the area median income.

2. ☐ New Construction or substantial rehabilitation family housing projects that are not restricted to persons 55 years old or older in which, for the term of the extended use period (term of the Declaration of Land Use Restrictive Covenants), at least 75 percent of the total tax credit units contain two or more bedrooms and at least one-third of the 75 percent contain three or more bedrooms; or

3. ☐ Substantial rehabilitation projects in neighborhoods targeted by the city for revitalization.

B. Outside the Metropolitan Area:

1. ☐ Projects which meet a locally identified housing need and which are in short supply in the local housing market as evidenced by credible data such as local council resolution submitted with the application. (For Threshold Letter – Sample Format, see HTC Procedural Manual, Reference Materials Index.)

C. Projects that are not restricted to persons of a particular age group and in which, for the term of the extended use period (term of the Declaration of Land Use Restrictive Covenants), a percentage of the units are set aside and rented to persons:

1. ☐ with a serious and persistent mental illness as defined in Minnesota Statutes § 245.462, Subdivision 20, paragraph (c);

2. ☐ with a developmental disability as defined in United States Code, Title 42, Section 6001, paragraph (5), as amended;

3. ☐ who have been assessed as drug dependent persons as defined in Minnesota Statutes § 254A.02, Subdivision 5, and are receiving or will receive care and treatment services provided by an approved treatment program as defined in Minnesota Statutes § 254A.02, Subdivision 2;

4. ☐ with a brain injury as defined in Minnesota Statutes § 256B.093, Subdivision 4, paragraph (a); or

5. ☐ with permanent physical disabilities that substantially limit major life activities, if at least 50 percent of the units in the project are accessible as provided under Minnesota Rules Chapter 1341.

D. Preserve Existing Subsidized Housing:

1. ☐ Projects, whether or not restricted to persons of a particular age group, which preserve existing subsidized housing, if the use of tax credits is necessary to (1) prevent conversion to market rate use or (2) to remedy physical deterioration of the project which would result in loss of existing federal subsidies; or

E. Rural Development:

1. ☐ Projects financed by Rural Development, which meet statewide distribution goals.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

1. Household Targeting **3 to 10 Points** _____ _____

Choose one of the following:

☐ **Large Family Housing** - The proposal is for a project that provides family housing that is not restricted to persons 55 years old or older. At least 75 percent of the total tax credit units must contain two or more bedrooms. The tenant selection plan must give preference to families with minor children. – ***10 Points***

☐ **Single Room Occupancy Housing** - At least 50 percent of the total tax credit units must be one bedroom or less with rents affordable to households whose incomes do not exceed 30 percent of AMI. – ***10 Points***

☐ **Special Populations** - At least 50 percent of the total units are set aside and rented to special populations* – ***10 points***

☐ **Special Populations** - At least 25 percent of the total units are set aside and rented to special populations* – ***3 points***

***Special Populations** – Projects that are not restricted to persons of a particular age group and in which, for the term of the extended use period (Declaration of Land Use Restrictive Covenants), a percentage of the units are set aside and rented to persons with the following disabilities:

(a) a serious and persistent mental illness as defined in Minn. Stat. § 245.462, subdivision 20, paragraph (c);
(b) a developmental disability as defined in United States Code, Title 42, Section 6001, paragraph (5), as amended;
(c) assessed as drug dependent as defined in Minn. Stat. § 254A.02, subdivision 5, and are receiving or will receive care and treatment services provided by an approved treatment program as defined in Minn. Stat. § 254A.02, Subdivision 2.
(d) a brain injury as defined in Minn. Stat. § 256B.093, Subdivision 4, paragraph (a); or
(e) permanent physical disabilities that substantially limit major life activities, if at least 50 percent of the units in the project are accessible as provided under Minnesota Rules Chapter 1341.

The applicant must contact the human services department for the county where the project will be located to discuss the proposal. The applicant must submit a letter from the human services department indicating that its staff has reviewed the proposed project, and stating whether there is a need for such housing and if the project would be eligible for funds to assist with the social service needs of the residents.

In addition, if the project will be delivering supportive services to residents in these units, the applicant must complete and submit the Supportive Housing application materials, including the narratives, forms and submittals identified in the Common Application for Multifamily Rental Housing Resources.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

2. Strategically Targeted Resources **10 to 12 Points** _____ _____

☐ The proposal is for the rehabilitation of an existing structure – ***10 points***

Note that for all HTC rehabilitation proposals:

- the amount of rehabilitation must exceed:
  a) $5,000 per low-income unit for the project; and the greater of
  b) $6,200 qualified basis per low-income unit per building; or
  c) 20 percent of the adjusted basis.

A qualified preservation project that received full points for "Preserves Federally Assisted Low Income Housing" may qualify if rehabilitation exceeds the greater of (b) or (c) above.

Calculation is based on rehabilitation hard costs and cannot include intermediary costs or soft costs identified in the application; plans and/or scope of work provided at the time of application.

☐ The rehabilitation proposal is part of a community revitalization or stabilization plan – ***2 additional points***

Must be evidenced by a letter from the city verifying that the proposed project is part of an approved community revitalization area as established by resolution or other legal action.

OR

☐ The proposal is for new construction and will utilize existing sewer and water lines without substantial extensions ***–10 points***

3. Economic Integration **1 or 2 Points** _____ _____

One (1) or Two (2) Points will be awarded to projects that meet one of the following (check one box below):

☐ The proposed housing provides project economic integration by providing at least 25 percent but not greater than 50 percent of the total units in the project as qualified HTC low income units (does not include full-time manager or other common space units) * - **2 points**

OR

To promote economic integration, projects are awarded points for being located in higher income communities that are close to jobs (link to the methodology description, maps and census tract list).

☐ The proposed housing is located in a census tract eligible for **1 point**

☐ The proposed housing is located in a census tract eligible for **2 points**

http://www.mnhousing.gov/resources/apply/multifamily/MHFA_009339.aspx).

4. Project Location – Top Growth Communities **5 Points** _____ _____

Points are awarded for projects located in or near a top growth city in households or jobs. In the metropolitan area, project locations must be within 5 miles of a top growth city. In Greater Minnesota, project locations must be within 10 miles of a top growth city. (link to Project Location – Top Growth Communities list)
http://www.mnhousing.gov/resources/apply/multifamily/MHFA_012477.aspx.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

5. Federal/Local/Philanthropic Contributions **2 to 10 Points** _____ _____

Points are awarded for projects that are receiving contributions from the federal government; a local unit of government; an area employer; and/or a private philanthropic, religious or charitable organization.

Identity of Interest exclusion: Contributions from any part of the ownership entity will be considered general partner cash and excluded from the calculation unless the contributions are awarded by local units of government or nonprofit charitable organizations pursuant to a funding competition.

Total federal/local/philanthropic contributions $_____ divided by Total Development Cost $_____ equals (rounded to the nearest tenth)

- ☐ 20.1% and above – ***10 points***
- ☐ 15.1 – 20% – ***8 points***
- ☐ 10.1 – 15% – ***6 points***
- ☐ 5.1 – 10% – ***4 points***
- ☐ 2.1 – 5% – ***2 points***
- ☐ 0 – 2% – ***0 points***

Federal/Local/Philanthropic Contributions include:

- Monetary grants/donations
- Tax increment financing - calculate Net Present Value (NPV) by using NPV discounted by Applicable Federal Rate (AFR)
- Tax abatement (calculate NPV by using NPV discounted by AFR)
- Land donation or city write down of the development site
- In-kind work and materials donated at no cost
- Local government donation/waiver of project specific costs, assessments or fees (eg. SAC/WAC)
- Reservation land not subject to local property taxes
- Reservation land with long-term low cost leases
- Deferred loans with a minimum term that is co-terminus with the HTC Declaration with an interest rate at or below the AFR
- Grants from nonprofit charitable organizations converted to deferred loans with a minimum term that is co-terminus with the HTC Declaration with an interest rate at or below the AFR. Award letter from the nonprofit charitable organization contributor must be provided at the time of application verifying the project specific (restricted) contribution
- Below Market Interest Rate (BMIR) Loans –calculate NPV based on the difference between the AFR and the BMIR rate (eg. RD 515, NHASDA first mortgage).
- Historic Tax Credits

To qualify for points for tax increment financing or tax abatement, there must be satisfactory documentation that the contribution is committed to the development at the time of application.

At the time of application, written documentation from the contributor justifying the amount and the terms of the contribution must be provided and be consistent with current market comparable costs. The documentation must be in the form of a project specific letter of intent, city or council resolution, letter of approval, statement of agreement or eligibility, or memorandum of understanding.

Within 6 months of the date of selection (Minnesota Housing Board selection date) the applicant must provide Minnesota Housing with documentation of a firm commitment, authorization or approval of the federal/local/philanthropic contribution(s). The documentation must state the amount, terms and conditions and be executed or approved at a minimum by the contributor. Documentation containing words synonymous with “consider” or “may”, (as in “may award”) regarding the contribution, will not be considered acceptable. Lack of acceptable documentation will result in the reevaluation and adjustment of the tax credits or RFP award, up to and including the total recapture of tax credits or RFP funds.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

6.Financial Readiness to Proceed **2 to 20 Points** _____ _____

Minnesota Housing shall award points to applicants who have secured funding **commitments** for one or more funding sources at the time of application except that commitments for funding from Minnesota Housing and Funding Partners (i.e. Minnesota Department of Employment and Economic Development, Family Housing Fund, Greater Minnesota Housing Fund, Metropolitan Council Local Housing Incentive Account, Minnesota Green Communities) are only included if obtained in a previous funding cycle/round.

Commitment documentation must state the amount, terms and conditions and be executed or approved by the lender or contributor and the applicant. Documentation containing words synonymous with "consider" or "may", (as in "may award") regarding the commitment will not be considered acceptable.

The calculation below must exclude first mortgage financing and any anticipated proceeds from the current tax credit request.

Syndication proceeds from tax credits awarded in a previous cycle/round may be included if verification is included in the application. Acceptable verification is an executed syndicator agreement or executed Letter of Intent from the syndicator which is acceptable to Minnesota Housing;
The executed Letter of Intent must:

- Be current within 15 days of submission of the application
- Contain a projected closing date for the development
- Contain a projected equity price for the purchase of the credit
- Contain a detailed explanation of the assumptions being used by the syndicator to arrive at the projected equity price

Total eligible funding secured, awarded or committed (excluding first mortgage financing and any anticipated proceeds from the current tax credit request) $_____ Divided by Total Development Cost $_____ equals Percentage of Funds Committed _____% (round to nearest tenth)

☐ 50% or more of funding secured, awarded or committed – ***10 points***

☐ 40% to 49.9% or more of funding secured, awarded or committed – ***8 points***

☐ 30% to 39.9% or more of funding secured, awarded or committed – ***6 points***

☐ 20% to 29.9% of funding secured, awarded or committed – **4 *points***

☐ 10% to 19.9% of funding secured, awarded or committed – **2 *points***

☐ 9.9% and below of funding secured, awarded or committed – ***0 points***

OR

☐ Minnesota Housing competitive round projects **with no funding gap and no request for deferred loan funding through the Multifamily Consolidated RFP** exclusive of amortizing first mortgages and proceeds from the tax credits requested at the time of this application*. – **20 *points***

*Projects that have secured all of the necessary funding are expected to proceed more quickly and add to the affordable housing supply, therefore, developments awarded points in this Selection Priority are expected to make significant progress towards closing within 180 days of selection. Significant progress towards closing includes but is not limited to establishing and maintaining site control, completion of infrastructure, obtaining all required municipal approvals, demonstration of financial feasibility including commitments for interim and permanent financing and firm commitment for syndication or executed limited partnership agreement. A subsequent request for deferred loan funding prior to issuance of 8609 or failure to submit sufficient documentation of such continued and significant progress to Minnesota Housing may result in the development's housing tax credit award being rescinded and subsequently awarded to other competitive tax credit developments.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

7. Intermediary Costs (Soft Costs) **1 to 6 Points** _____ _____

Points will be given to projects with the lowest intermediary costs on a sliding scale based on percentage of total development costs. For HTC selected projects, this percentage will be enforced at issuance of the IRS Form 8609.

Intermediary cost amount: $_____ divided by Total Development Costs $_____ Equals Intermediary Percentage _____% (rounded to the nearest tenth).

- ☐ 0 .0 – 15% – ***6 points***
- ☐ 15.1 – 20% – ***3 points***
- ☐ 20.1 – 25% – ***2 points***
- ☐ 25.1 – 30% – ***1 point***
- ☐ 30.1 & over – ***0 points***

8. Unacceptable Practices **-10 to -25 Points** _____ _____

Minnesota Housing will impose penalty points for unacceptable practices as identified in Chapter 3 F of the Housing Tax Credit Procedural Manual.

9. Eventual Tenant Ownership **1 Point** _____ _____

The proposal must include a financially viable plan to transfer **100 percent** of the HTC unit ownership after the end of the 15-year compliance period from the initial ownership entity (or Minnesota Housing approved "Transfer of Ownership") of the project to tenant ownership.

The unit purchase price at time of sale must be affordable to buyers with incomes meeting HTC eligibility requirements. To be eligible, the buyer must have an HTC qualifying income at the time of initial occupancy (HTC rental tenant) or time of purchase. The plan must incorporate an ownership exit strategy and the provision of services including homeownership education and training. The Declaration of Land Use Restrictive Covenants will contain provisions ensuring compliance with these home ownership program commitments by the Owner. (Refer also to Chapter 4 W of the HTC Procedural Manual for additional information.)

Until the time the HTC units are purchased by qualified tenants or in the event the HTC units are not acquired by qualified tenants, the owner will extend the duration of low-income use for the full extended use period (30 years). – *3 points*

(**NOTE**: see selection priority #4 for Disabled Individuals)

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

10. Temporary Priority – Foreclosed Properties 5 or 10 Points _____ _____

The proposal addresses a temporary housing priority and is eligible for the award of points by the Commissioner or the Board of the Minnesota Housing Finance Agency pursuant to authority cited in the Rules of the Minnesota Housing Finance Agency.

(Note: Points cannot be taken in this section for a Temporary Priority if a priority section has been specifically created for it elsewhere in this self-scoring worksheet.)

Priority is given to applications proposing to acquire and rehabilitate a "Foreclosed Property" (A home or residential property has been foreclosed upon if any of the following conditions apply: a) the property's current delinquency status is at least 60 days delinquent under the Mortgage Bankers of America delinquency calculation and the owner has been notified of this delinquency, or b) the property owner is 90 days or more delinquent on tax payments, or c) under state, local, or tribal law, foreclosure proceedings have been initiated or completed, or d) foreclosure proceedings have been completed and title has been transferred to an intermediary aggregator or servicer that is not an NSP grantee, subrecipient, contractor, developer, or end user.) or are located in a Foreclosure Priority Area identified by Minnesota Housing. In cases where the project involves a "Foreclosed Property", the proposed project cannot be a conversion (adaptive reuse/conversion to housing from another use).

The project must consist of a minimum of 12 units and all units must be located on one parcel or contiguous site.

Points may be claimed for only one of the following (maximum of ten (10) points):

- ☐ For applications proposing to acquire and rehabilitate a Foreclosed Property or redevelop vacant land involved in a foreclosure action which is located in one of the designated Foreclosure Priority Areas. – **10 points**
- ☐ For applications proposing to acquire and rehabilitate a Foreclosed Property or redevelop vacant land involved in a foreclosure action which is not located in one of the designated Foreclosure Priority Areas. – **5 points**
- ☐ For applications proposing a project to acquire and rehabilitate a property that is located in one of the designated Foreclosure Priority Areas. – **5 points**

For applications proposing to acquire and rehabilitate a project which has been foreclosed, applicant must provide at the time of application;

- Evidence of applicant's ownership rights to the property
- Narrative which clearly identifies (1) the number of tenant leases which are valid and in force and (2) the terms and conditions of those leases which would have a direct impact on Minnesota Housing's analysis and underwriting of the project proposed in the application.

Note: Failure to acquire good title to the property will result in the reevaluation and adjustment of the tax credits or RFP award, up to and including the total recapture of tax credits or RFP funds.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

11. Preservation **10 or 20 Points** _____ _____

Points will be awarded to projects that either Preserve Federally Assisted Units or Preserve Existing Tax Credit Housing (check one box below):

☐ **Preservation of Federally Assisted Units – 20 Points**

These points are available to projects that are at risk of loss of project based federal assistance within two years.

DEFINITION - Any housing receiving project based rental assistance, operating subsidies, or mortgage interest reduction payments. This includes public housing, Section 236 and Section 221(d)(3) interest reduction payments, and any development with project based Section 8, rent supplement, rental assistance payments contract, or are effectively project based by written contract (e.g. NAHASDA).

In order to obtain the related points, the owner shall continue renewals of existing project based housing subsidy payment contract(s) for as long as the assistance is available; and shall maintain the Credit units in the Project for at least 30 years and shall agree that sections 42(h)(6)(E)(i)(II) and 42 (h)(6)(f) of the code shall not apply to the project. Except for "good cause" the owner must not evict existing subsidized residents and must continue to renew leases for those residents.

Please indicate the reason why property is at risk of loss within two years (check all that apply):

☐ 1. Prepayment/opt-out/mortgage maturity and conversion to market rate housing. Minnesota Housing, at its sole discretion, must agree that a market exists for a conversion to market rate housing.
Attach evidence, including eligibility dates, with copies of relevant expiring contracts, filing documents of intent to opt out, loan documents that describe the ability to pre-pay the financing including required approvals and/or penalties AND documentation to fully evidence 1a. or 1b. below (check the box(es) that apply):

☐ 1a. Conversion risk due to strategic location:
Attach a map detailing the strategic location and include specific proximity to services, transit and employment centers.

☐ 1b. Conversion risk due to market differential:
Attach at least three market comparables for each bedroom size to indicate what market rents might be achievable at the property without the federal assistance restrictions.

☐ 2. Serious physical condition issues:
Attach evidence with a copy of the most recent REAC inspection report or other evidence of physical deterioration that would threaten the HAP contract.

☐ 3. Deterioration of capacity of current ownership/management entity:
Attach a narrative description of the history and issues.

Following selection, developments awarded points through this category which have an identity of interest will be required to provide an as-is appraisal acceptable to Minnesota Housing to substantiate the acquisition price reflected in the application. Prices which are unsubstantiated or inconsistent with comparable current market pricing will be subject to re-evaluation and adjustment of the tax credits or RFP award, up to and including the total recapture of tax credits or RFP funds.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

☐ **Preservation of Existing Housing Tax Credit Units – 10 Points**

These points are available only to existing Minnesota Housing tax credit projects applying for tax credits from Minnesota Housing's competitive allocation process (consolidated RFP) and qualified tax exempt projects applying for a preliminary determination letter from Minnesota Housing as the credit allocator.

To obtain the related points, the existing tax credit housing must meet all of the following

1. The development received a Minnesota Housing allocation of housing tax credits and is eligible to and will exercise their option under the provisions of Section 42(h)(6)(E)(i)(II) and 42(h)(6)(F) (Qualified Contract) within the next 12 months (developments that have exercised their option to opt out under the Qualified Contract process are not eligible for points in this category).

2. Applicant agrees to maintain the Housing Tax Credit Units in the development for at least 30 years.

3. The proposal will not result in the displacement of existing low and moderate income residents;

AND either 4a. or 4b below (check one)

4a ☐ Units must be considered at risk of going to market rents, where the market rents of comparable units exceed the tax credit rent limits by 10 percent and the proposed rents will increase by more than 30 percent within two years of the Housing Tax Credit Application date. The risk of conversion must be supported by information contained in the application and with final determinations made by Minnesota Housing;

or

4b ☐ Tax credit units would no longer remain decent, safe, and affordable due to physical deterioration or deterioration of capacity of current ownership/management entity.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

12. Permanent Housing for Individuals Experiencing Long-Term Homelessness — **5 to 110 Points** _____ _____

Minnesota Housing Competitive Round or Tax Exempt Points ("non-Bonus" points) – *5 or 10 Points*

"Non-Bonus" points will be awarded to permanent housing proposals in which a minimum of 5% (rounded up to the next full unit) of the total units, but no fewer than 4 units are set aside and rented to households experiencing long-term homelessness as defined in Minnesota Rules, Chapter 4900.3705:

- ☐ 5% to 9.99%, but no fewer than 4 units – ***5 points***
- ☐ 10% to 49.99%, but no fewer than 7 units – ***7 points***
- ☐ 50% to 100%, but no fewer than 20 units – ***10 points***

Minnesota Housing Competitive Round or Non-Tax Exempt Points ("bonus" points) – *100 Points*

100 points ("bonus points") will be available until a total of $1,795,000 (estimated 25 percent of Minnesota Housing's administered credit authority) in tax credits are awarded for qualifying permanent housing proposals for households experiencing long-term homelessness selected in the 2013 Housing Tax Credit competitions. Once this maximum amount is reached, the 100 points ("bonus" points) will no longer be awarded for the remaining 2013 Tax Credit Program competitive funding rounds. If qualified per the requirements of this section, applicants may claim the "bonus points". Minnesota Housing will make point reductions relating to the "bonus points" funding limits following its review of all applications in the funding round which claim these points. Qualified proposals may earn a maximum of 10 points ("non-bonus" points) and may continue to compete in the appropriate set-aside.

To receive points under this category, the proposal must meet all of the following conditions:

a) the applicant must complete and submit the Supportive Housing application materials, including the narratives, forms and submittals identified in the Common Application for Multifamily Rental Housing Resources; and
b) the applicant agrees to pursue and continue renewal of rental assistance, operating subsidy, or service funding contracts for as long as the funding is available.

A proposal which is awarded scoring points from this category and is selected to receive tax credits will be required to comply with the Long-Term Homelessness reporting requirements as defined by Minnesota Housing. The Tax Credit Declaration of Land Use Restrictive Covenants, including a specific Rider to the Declaration, will contain performance requirements related to these long-term homelessness units and will be recorded with the property.

13. High Speed Internet Access — **1 Point** _____ _____

The development will provide High Speed Internet access via installation of all appropriate infrastructure and connections for cable, DSL or wireless internet service to every unit in the development. This will be a design requirement if points are taken.

Selection Priorities	Developer Claimed		Minnesota Housing Awarded

14. Minimizing Transportation Costs and Promoting Access to Transit **2 or 3 Points** _____ _____

Points will be awarded for Transit Oriented Developments or developments that promote Access to Transit (Maps and eligible census tracts are located at: (Link to maps and eligible census tracts).

Metropolitan Area:

To receive 3 Points for Transit Oriented Development in the Metropolitan area, a development must be:

☐ Located within a one half mile radius of a completed or in progress LRT, BRT, or commuter rail station

To receive 2 Points for promoting access to public transportation in the Metropolitan area, a development must be:

☐ Located within one quarter mile of a high service public transportation fixed route stop; or

☐ Located within one half mile of an express bus route stop; or

☐ Located within one half mile of a park and ride; or

☐ Located within a Transit Improvement Area designation by MN Department of Employment and Economic Development (DEED)

Greater Minnesota:

To receive 3 Points for promoting access to transit, a development in Greater Minnesota must be:

☐ Located within one half mile of a public transportation fixed route stop (including express bus stop and park and ride stations); or

☐ Located within a Transit Improvement Area designation by MN Department of Employment and Economic Development (DEED); or

☐ The proposed housing is within a census tract that is within 5 miles of 2,000 low and moderate wage jobs **AND** meets one of the below:

☐ **The proposed housing is within 1 mile of at least four different types of facilities listed below.**
Attach a map identifying the property location with exact distances to at least four of the following facility types: supermarket/convenience store, public school, library, licensed child care center, usable park space/dedicated walking or biking trails, bank, medical or dental office, post office, laundry/dry cleaner, pharmacy, place of worship, community or civic center that is accessible to residents, arts or entertainment center, police station, fire station, fitness center/gym, restaurant, neighborhood serving retail, office building/employment center; or

☐ **The proposed housing has access to demand response/dial-a-ride* services during standard workday hours.**
Applicants must provide documentation of access and availability of service and describe how the service is a viable transit alternative that could be used for transportation to work, school, shopping, services and appointments.

*Minnesota Department of Transportation defines dial-a-ride as: *"A demand-responsive service in which the vehicle is requested by telephone and vehicle routing is determined as requests are received. Origin-to-destination service with some intermediate stops is offered. Dial-A-Ride is a version of the taxicab using larger vehicles for short-to-medium distance trips in lower-density subregions".*

At the time of application, the applicant must submit a map identifying the location of the project with exact distances to the eligible public transit station/stop and include a copy of the route, span and frequency of service.

Selection Priorities		Developer Claimed		Minnesota Housing Awarded
15. Smoke Free Buildings	**1 Point**	_____		_____

One (1) point will be awarded for projects that will institute and maintain a written policy* prohibiting smoking in all the units and all common areas within the building/s of the project. The project must include a non-smoking clause in the lease for every household.

Projects awarded a point in this scoring criteria will be required to maintain the smoke-free policy for the term of the declaration.

* The written policy must be submitted with the application and should include procedures regarding transitioning to smoke-free for existing residents and establishment of smoking areas outside of units and common areas if applicable. Consequences for violating the smoke-free policy are determined by owner but must be included in the written policy.

Preference Priorities	Developer Claimed		Minnesota Housing Awarded

1. Serves Lowest Income Tenants/Rent Reduction _____ _____

5 to 13 Points

Scores are based on gross rent level including utilities before rental assistance. Eligible units must have rents affordable to households whose incomes do not exceed 30 percent or 50 percent of median income without rental assistance.

In addition to the elected income limit of 50 percent or 60 percent AMI for the full term of the declaration (refer to the Minimum Set-Aside), the applicant agrees to maintain deeper rent structuring for which selection points are requested.

Applicants may choose either option 1 or 2, and in addition, option 3 for the development. This selection will restrict rents only (tenant incomes will not be restricted to the 50 percent or 30 percent income level by claiming points in this section).

☐ Option 1 – A project in which 100 percent of the HTC unit rents representing _____ units are in the county 50 percent HUD area median rent limit – ***10 points***

☐ Option 2 – A project in which at least 50 percent of the HTC unit rents representing _____ units are at the county 50 percent HUD area median rent limit – ***5 points***

OR

☐ Option 3 – In addition to Option 1 or 2, a project that further restricts 30 percent of the above restricted units to the county 30 percent HUD area median rent limit representing _____ units – ***3 additional points***

NOTE: **If points are claimed/awarded for this category, then no points may be claimed/awarded from the selection priority category of Rental Assistance for the same units.**

IMPORTANT

All 50 percent rent restricted units must meet the 50 percent area median rent for a minimum of five years after the last placed in service date for any building in the property. After the five year period has expired, rent may be increased to the 60 percent rent limit over a three year period with increases not to exceed the amount listed in the table below, provided that more restrictive threshold, selection priority or funding requirements do not apply.

All 30 percent rent restricted units must meet the 30 percent area median rent for a minimum of five years after the last placed in service date for any building in the property. After the five year period has expired, rent may be increased to the 40 percent rent limit over a three-year period with increases not to exceed the amount listed in the table below, provided that more restrictive threshold, selection priority or funding requirements do not apply.

YEAR	30% of 50% Rent Levels	30% of 30% Rent Levels
1 – 5	30% of 50%	30% of 30%
6	30% of 53%	30% of 33%
7	30% of 57%	30% of 37%
8	30% of 60%	30% of 40%

Minnesota Housing will incorporate these restrictions into the Declaration of Land Use Restrictive Covenants. The applicant must demonstrate to sole satisfaction of Minnesota Housing that the property can achieve these reduced rents and remain financially feasible [IRC § 42(m)(2)]. Points are contingent upon financial plans demonstrating feasibility, positive cash flow on a 15-year pro forma and gaining Minnesota Housing management approval (for management, operational expenses, and cash flow assumptions).

Preference Priorities	Developer Claimed		Minnesota Housing Awarded

2. Rental Assistance **4 to 21 Points** _____ _____

Priority is given to an owner that submits with the application a **fully executed binding commitment** (i.e. binding Resolution/binding Letter of Approval from the governing body) for project based rental assistance awarded in accordance with 24 CFR Ch. IX, Section 983.51 or are effectively project based by written contract (e.g. NAHASDA).

The assisted units must be located in buildings on the project site. **For the purpose of this section, if a proposal contains existing project based assisted units, these units will be counted towards meeting required Rental Assistance percentages.**

Rent for assisted units must be at or below Fair Market Rents (or appropriate payment standard for the project area). Receiving these points and agreeing to a minimum number of assisted units does not release owners from their obligations under the Minnesota Human Rights Act and Section 42 prohibiting refusal to lease to the holder of a voucher of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.

A current request for Minnesota Housing Rental Assistance will not receive Rental Assistance points. A past award of existing Rental Assistance will be counted toward meeting the required percentages. Indicate the applicable combinations of the below components. Points for A, B, C and D cannot be claimed in any combination.

- ☐ (A) For developments agreeing to set aside and having the required binding commitment for 100 percent of the total units for project based rental assistance – ***17 points***
- ☐ (B) For developments agreeing to set aside and having the required binding commitment for at least 51 percent of the total units for project based rental assistance – ***13 points***
- ☐ (C) For developments agreeing to set aside and having the required binding commitment for at least 20 percent but under 51 percent of the total units for project based rental assistance – ***10 points***
- ☐ (D) For developments agreeing to set aside and having the required binding commitment for at least 10 percent but under 20 percent of the total units for the project based rental assistance – ***6 points***
- ☐ (E) For selection components A, B or C above, if, in addition, the above binding commitments are coupled with a binding commitment to provide the project based rental assistance for a minimum 10 year new or remaining contract term – ***4 points***
- ☐ (F) For selection components A, B or C above, if, in addition, the above binding commitments are coupled with a binding commitment to provide the project based rental assistance for a 4 to 9 year new or remaining contract term – **2 *points***

NOTE: If points are claimed/awarded any of the above, then no points may be claimed/awarded from the preference priority categories of Serves Lowest-Income Tenants/Rent Reduction for the same units.

- ☐ (G) For developments that cooperatively develop a housing plan/agreement to provide **other** Rental Assistance (e.g. Section 8, portable tenant based, formal recommendation for McKinney Vento Shelter Plus Care rent assistance, or other similar programs approved by Minnesota Housing) to meet the existing need as evidenced at application by a letter of intent signed by both the applicant and the local housing authority or other similar entities – ***4 points***

To receive these points, the applicant must comply with all program requirements for the assistance for which priority points were given, including maintaining rents within the appropriate payment standard for the project area in which the project is located for the full compliance and extended use period of the housing tax credits.

As a condition of Carryover or 8609, the applicant must submit a copy of the fully executed contract for the project-based rental assistance to be included in the development.

For project based rental assistance in conjunction with a binding commitment for an "extended term contract" at time of application the applicant must submit a binding commitment for the "extended term contract" for project based assistance for a minimum of 4 or 10 years which is signed by the Local Housing Authority or other similar entity. As a condition of Carryover or 8609, the applicant must submit a fully executed copy of the "extended term contract" for the project based assistance to be included in the development.

For Other Rental Assistance (e.g.., Section 8, portable tenant based, formal recommendation for McKinney Vento Shelter Plus Care rent assistance or other similar rent assistance programs approved by Minnesota Housing), at time of application the applicant must submit a letter of intent to cooperatively develop a housing plan/agreement which is signed by the applicant and Local Housing Authority or other similar entity along, with the completed Agreement to Utilize Public Housing and Section 8 Waiting Lists. As a

condition of Carryover or 8609, the applicant must submit a fully executed copy of the cooperatively developed housing plan/agreement.

3. QCT/Community Revitalization **1 Point** _____ _____

A point is awarded to projects that are located in a Qualified Census Tract (See Qualified Census Tract – Reference Materials Index) and are part of a concerted plan that provides for community revitalization. This must be evidenced by a letter from the city verifying that the proposed project is part of an approved community revitalization area as established by resolution or other legal action.

Preference Priorities	Developer Claimed		Minnesota Housing Awarded

TOTAL POINTS	_____	_____
	Developer Claimed	Minnesota Housing Awarded

Under penalty of perjury, Owner hereby certifies the information provided herein is true and accurate.

Name of Owner:

By: _____
(Signature)

Of: _____
(Name of Legal Entity)

Its: _____
(Title) (Managing General Partner)

_____
(Print or type name of signatory)

Note: During the competition process, Minnesota Housing's review of the submitted self-scoring worksheet is only to validate that the points claimed are eligible, to reduce points claimed if not eligible, and to determine points awarded. Minnesota Housing will not award additional points which are not initially claimed by the Applicant/Owner. Many performance obligations are created by the claiming of certain scoring points. As such, Minnesota Housing cannot and will not assume the position of creating any such performance obligations on behalf of the Applicant/Owner. In addition, applications funded under the Joint Powers Agreement must also comply with the suballocators selection criteria defined in their Qualified Allocation Plan.

CC Regular Session **7. 2.**

Meeting Date: 03/26/2013

By: Mark Riverblood, Engineering/Public Works

Information

Title:

Select Architect and Approve Process for Elmcrest Park's Community Building

Background:

The Elmcrest Park building (and associated playground) has been in the city's Parks Capital Improvement Plan for many years, and is identified in the 2013 CIP, as an approximately $500,000 investment in the community park. Of this referenced amount, about $75,000 is anticipated to be appropriated for the play structure (at a later time).

The need for a building with restrooms, storage, concessions, shelter and meeting space, is in part evidenced by the expense Northern Lights Soccer (NLS) pays each time a tournament occurs at the park for the rental and set up of tents, generators etc. The park is used April into October each year by Anoka Ramsey Athletic Association's NLS club and also by the general public and adjoining neighborhoods year-around. The park in any year serves thousands of individuals - all of which will benefit from the community building this project will deliver.

In addition to the playground aspect of the 2013 project there are other costs necessary (within the $500,000 project estimate) to develop a fully functioning park building at Elmcrest and are as follows:

While municipal water is within the park, connecting to this watermain will have a somewhat significant expense as a parking lot with curb and gutter will need to be crossed and replaced. This may be a minimum of $20,000. Further, a solution will need to developed for the septic system, as municipal sanitary sewer is miles distant. The system design is yet to be determined, and thus the cost is unknown, but believed to be in the range of $10-20,000 dollars.

Additional costs will be identified during the building's design phase associated with site improvements like sidewalks, landscaping and restoration. These may be considered to represent $10-15,000 dollars. All of the project expenses will be collated and brought back to City Council once the building design and cost estimate is developed.

The final generalized cost category (aside from the park building itself) is architectural services, and the subject of this case.

Observations/Alternatives:

Architectural Design - Scope of Services

Architectural services will consist of three phases that will; 1) explore concepts and a schematic design process to meet the needs of stakeholders and end users, 2) project development to final design and the identification of the building's cost (estimate), and 3) the preparation of construction documents.

The above work plan is detailed in the Scope of Services proposal (attached) from Bissonnette Erickson Architects, LLC as a not-to-exceed cost of $22,500. The 4th phase of architectural services, Construction Administration, would be approved by City Council subsequent to this case (discussed below) when the design and construction documents are completed and the building cost estimate (or 'Guaranteed Maximum Price') is presented to Council. The proposal by Bissonnette Erickson identifies this figure at a not-to-exceed amount of $6,000.

Selection Process

In terms of the selection process for an architect, staff is recommending Bissonnette Erickson for the following reasons:

- NLS representatives and Staff independently 'discovered' two different park buildings in the metro that closely resembled the the building conceived for Elmcrest Park - both of these were in Eden Prairie's park system, and are community buildings serving their athletic associations. Both structures happened to be designed by Del Erickson of Bissonette Erickson Architects, LLC. (See attachment entitled 'similar buildings'.)

- Staff feels the best value may be obtained by the selection of an architect that understands municipal park buildings and has worked with athletic associations and end users to develop a building that is highly functional and at the best cost for the city (construction *and* operating expenses). After Eden Prairie's selection of Mr. Erickson for their first building project, they retained him for 5 more building projects (3 buildings, 3 shelters, from 2000 to 2007). Eden Prairie's staff responsible for each of these projects reported zero difficulties or budgetary concerns relating to architectural services - nor concerns about the use and functionality (design) of the structures after construction.

- In reviewing established rates for architects, Staff finds that fees (on the low end) are generally 8.5 to 9.5 percent of the buildings' constructed cost. Bissonette Erickson Architects' fee proposal represents an 8 to 8.5 percent cost based upon an estimated construction budget of $350,000 (for all three phases mentioned above at $20,000 - 22,500, plus Bidding and Construction Administration at an estimated, additional cost of $6,000 - which is also discussed below in terms of an alternative *process* associated with this larger project).

Timeline: Design, Plans and Specs, Construction Process Approach

A key component of the design for Elmcrest Park's community building is the Schematic Design process (Phase I), where Staff and ARAA, NLS and others carefully review the all the alternatives and concepts for the building, leading up to successful final design. At the end of the Design Development process (Phase II) and the beginning of preparation of Construction Documents (Phase III), Staff would intend on inviting an established and reputable general contractor, specializing in park buildings to review and critique the plans and specifications at the 75% completion stage. This is useful for a number of reasons, including to;

1. Check for constructibility,
2. Identify opportunities to modify construction methods and materials for economy,
3. And as another 'set of eyes' to evaluate functionality and the practicability of what is being proposed for this public building.

Following the above exercise and resultant modifications to the design and specifications, the general contractor would then be invited to develop a 'Guaranteed Maximum Price' for the project with he/she as the general contractor. This is known as the Construction Manager at Risk (CMAR) approach to constructing public buildings (versus the more traditional 'Design, Bid, Build' approach).

At the time the Guaranteed Maximum Price is available, the community building project for Elmcrest Park would return to City Council with the plans and specs completed, with the option of moving forward under the CMAR process knowing precisely what the park building will cost, and with no change orders, (unless there would be catastrophic failure on both the part of the architect and staff in some unforeseen manner). Or, in the alternative, Council may choose to proceed with traditional Advertising For Bid (though while having an estimate, not knowing what the building will cost).

While this case only approves the selection of the architect for Elmcrest's Park building and the associated processes, and *not* how the city will receive the final bid for the construction, it may be useful to point out one more value, (among several), in the proposed Construction Manager at Risk approach for this project. If Council chooses this method for project delivery, the city would require that the Construction Manager host a pre-bid conference (together with Staff), wherein all qualified Ramsey businesses would be invited to attend and bid as subcontractors for the building's construction. This benefits all concerned by:

- Maximizing the potential for Ramsey businesses to receive the subcontracts, thereby cycling more money within the local economy.

- Providing Ramsey businesses the opportunity to donate tax-deductible services, thus making their bids even more competitive, and therefore more likely to be the low bidder (for that trade).
- Encouraging a lower overall construction cost for Elmcrest Park's community building, by a special, methodical process inviting those contractors to submit bids that can be the most competitive - businesses that are in the community and have lower mobilization and daily transportation costs.
- Encourage the establishment of more business to business relationships within Ramsey.
- Increase the likelihood of a truly 'community built' building within the community park.

Recommendation:

Staff is mindful of the recent policy and general direction to issue RFP's for services whenever feasible - (though only statutorily required when professional services are anticipated to exceed $100,000).

Staff however believes the negotiated proposal presented herein is in the city's best interest based upon the reasons discussed above under 'Selection Process'.

Further, given limited staff time resources, it is noted that the preparation of an RFP and the associated processes and administration thereafter would not be without real costs to the city; and also, given that any such RFP would be developed to target a local architect specializing in the services required, and with experience in community buildings this project entails - that the end result, or successful proposer, may very likely be the same as presented. (Staff would also note that Bissonnette Erickson has agreed to perform the services for the not-to-exceed cost originally negotiated in June of 2012.)

Therefore, it is Staff's recommendation to approve entering into a contract with Bissonnette Erickson Architects, LLC for architectural services for design and construction documents for the community building at Elmcrest Park in a not-to-exceed amount of $22,500. (With the contract to be amended at a later time for Construction Administration in a not-to-exceed amount of $6,000 if City Council approves the project for construction.)

A sample American Institute of Architects' contract between owner and architect is attached.

Funding Source:

The funding source for architectural services would be up to $22,500 (with an additional $6,000 to be approved at a subsequent date for Construction Administration) from the Park Trust Fund which has a present balance of approximately $2,442,000.

Additionally, the Anoka Ramsey Athletic Association has committed $40,000 to the building project that would be donated toward the Park Trust Fund upon City Council's approval of the community building's construction.

Council Action:

Motion to authorize the City Administrator to enter into a contract with Bissonnette Erickson Architects, LLC for architectural services for design and construction documents for the community building at Elmcrest Park in a not-to-exceed amount of $22,500.

Attachments

Work Plan
Cover Letter fm Architec
Fee Proposal
Similar buildings
Sample Contract

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	03/20/2013 03:35 PM

Kurt Ulrich Kurt Ulrich 03/21/2013 03:44 PM

Form Started By: Mark Riverblood Started On: 03/19/2013 08:42 AM

Final Approval Date: 03/21/2013

Work Plan/Scope of Services

PHASE I

Initial Work Phase/Program

- Review existing program/budget
- Update program issues with City Staff
- Meet and receive input from user groups
- Review code and city planning requirements
- Develop written program/design objectives incorporating input and project concerns
- Finalize schedule

Schematic Design

- Prepare concept plans and design alternatives
- Prepare rough cost analysis related to concept alternatives
- Review with City Staff to finalize design concepts, including reconciliation of septic system design (by City Staff) with sustainability specifics and cost objectives
- Prepare schematic plans, elevations, and computer generated 3D diagrammatic illustrations.
- Design and system narrative to establish approach for design development
- Establish preliminary cost estimates
- Present to City Staff and others as appropriate

City of Ramsey responsibility:
Provide geotechnical information, environmental impact information, program information and availability for meetings and interaction with the design team.

PHASE II

Design Development

- Update design concept as approved and modified and review with City Staff
- Prepare design development plans with proposed structural, mechanical and electrical systems illustrated in CADD form explaining design and appearance character and image
- Prepare outline specifications of materials and systems
- Prepare final preliminary cost estimate
- Prepare annual energy consumption estimate
- Review with City Staff at appropriate intervals to keep abreast of project, incorporating input as part of team.
- Present to City for approval to proceed with construction documents

City of Ramsey responsibility:
Meetings and interaction with the design team for review and approval of design concepts and Council approval to proceed with construction documents.

PHASE III

Construction Documents

- Review with City Staff. Finalize design concerns and modifications
- Prepare final construction and bid documents in CADD form
- Review options for contract methods with City
- Prepare construction specifications
- Prepare final cost estimate
- Present to City for approval to bid

City of Ramsey responsibility:
Meetings and interaction with the design team and input regarding conditions of the contract and bidding and procurement information and City approval to issue for bidding and permitting.

PHASE IV

Bidding and Construction Administration

- Attend pre-bid conference
- Review bidding questions and issue clarifications to bidders
- Review bids with City and make recommendations on award
- Attend preconstruction conference and progress meetings at project site
- Review and approve shop drawings and material selections; incorporating input from City Staff as appropriate
- Provide job site observation and reports at intervals appropriate to project construction phase and progress
- Review and approve monthly payment request
- Provide final inspection with Owner and issue punch list
- Review completion of punch list and sign off of contractors
- Approve final pay request and issue certificate of completion
- Review warranties and perform walk through with City prior to one year occupancy

City of Ramsey responsibility:
Approval of bid packages. Provide public notice information. Provide location for receipt of and opening of bids. Meetings and interaction with the design team. Review and approval of finish schedule for colors, materials and systems. Participate in final inspection and acceptance of project.

Unique Qualifications

Depth of Experience with Community Based Projects
Del Erickson has over 45 years experience working with community organizations which include cities, counties, state, schools, youth associations, YMCA's and the Girl Scouts. His experience provides clients with considerable, relevant experience that will be applied to this unique project as a recreational facility of importance to the community.

Small Firm with Active Principal Involvement
We are a lean firm, whose principals are involved throughout the process. Our hands-on approach maintains continuity of client and design objectives through final project completion. We have a reputation for efficient, cost effective services that provide full value at competitive fees.

Sustainable Practices
We have pioneered many sustainable practices in our designs since the 1980's and continually incorporate appropriate and cost effective solutions in our work. While we encourage the use of as many sustainable building components as possible, we also realize that in every project an underlying issue is building cost, both first and operational, therefore life cycle analysis, value engineering, and reuse and recycling are thoroughly studied as is user friendly lighting control systems and HVAC systems that is easily adjustable to meet the varying occupant load and time of day usage. Our firm and major consultants have LEED certified personnel providing appropriate sustainable design.

Durable Public Buildings
We recognize that public building can have extra challenges in maintenance and durability. Materials and finishes need to be durable yet aesthetically interesting. We know the importance of durability of materials, that are accessible to the public and users as well as mechanical and electrical systems that require minimum maintenance and have long life.

On Budget on Time
As a firm we value your time, and your budget. With our knowledge of current construction costs and trends in the region we start the process from the very beginning of making sure an organized and fiscally responsible approach is taken that will yield ultimate value for your project. Our cost estimating has been within 5% of final cost and we have never had a project not proceed because we could not design within budget.

Availability
We are prepared to start immediately and devote necessary resources and personnel to serve the community of Ramsey and the needs of this project.

bissonnette erickson architects, llc

55 West Office Center
10700 Highway 55
Suite 317
Plymouth, MN 55441
Phone: 763-544-8370
be-architects.com

June 26, 2012

Mr. Mark Riverblood
Parks Supervisor
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

SUBJECT: Proposal for Professional Services
Ramsey Park Building

Dear Mr. Riverblood:

We appreciate your invitation to submit this proposal for the new Park Building at Elmcrest Park in Ramsey, MN.

As an Architect for Cities such as Eden Prairie, Maple Grove, Medina and Plymouth, we have gone through similar processes of analysis and study, using input from user groups and outside consultants to develop programs and design solutions for projects similar to yours.

We will bring to your project an added value that includes efficient use of time and resources, creation of a knowledgeable yet user friendly environment for Staff and Community involvement and a vision for the long term. Our 45 years of Community based architecture combined with 28 years of hospitality expertise will deliver a building and design that will bring delight to the users.

Please review the attached information and contact us with any questions or comments you may have, we look forward to meeting with you to discuss your project in depth.

Sincerely,

BISSONNETTE ERICKSON ARCHITECTS, LLC

Del Erickson, RA, NCARB

Bruce P. Bissonnette, AIA

Scope of Work

- **Phase I – Site Review/Concept/Program Study and Schematic Design** estimated to be approximately 20% of fee.

- **Phase II – Design Development,** for work as approved, approximately 15% of fee.

- **Phase III – Construction Documents** for work as approved, approximately 40% of fee.

Estimated fee through plans and spec's is approximately 75% of fee or $20,000 to $22,500.

- **Phase IV – Bidding and Construction Administration** for work as bid and contracted, approximately 25% of fee.

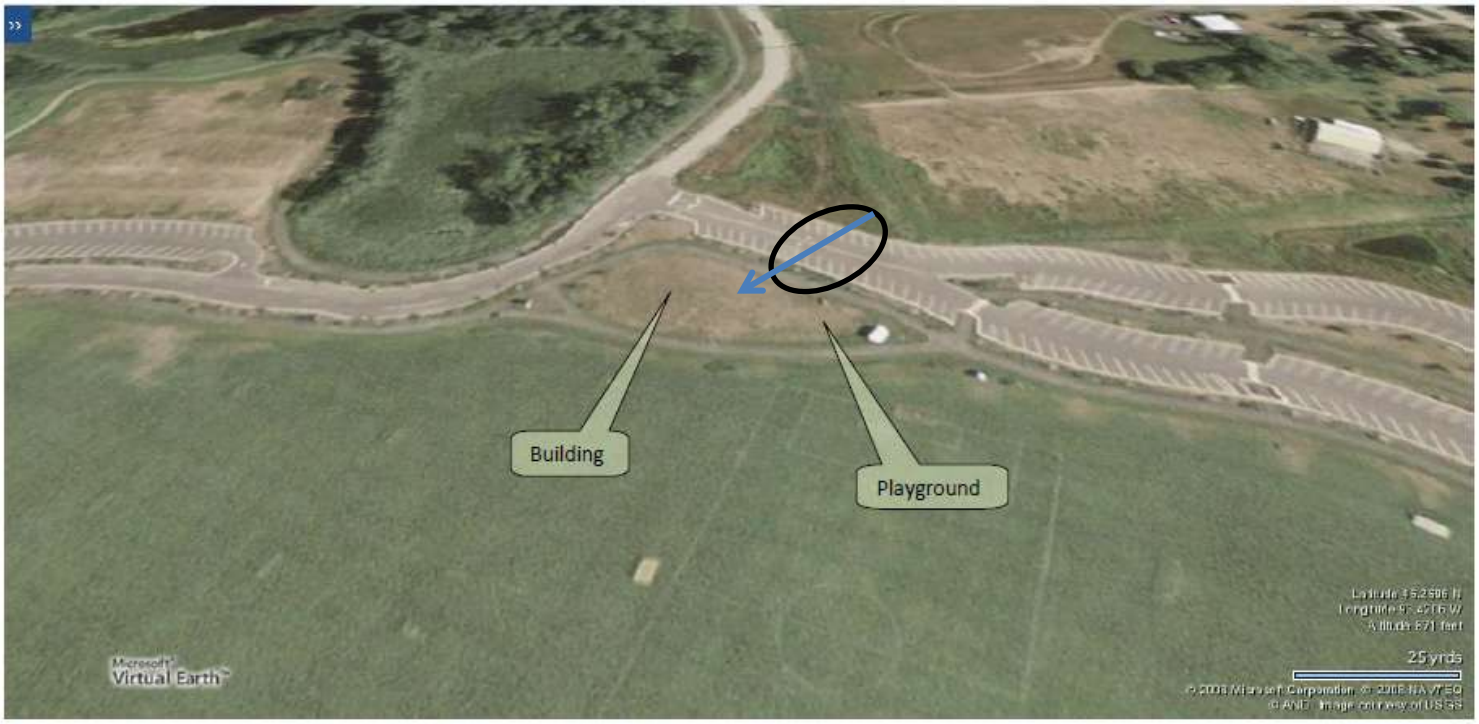
The overall fee budget for all services will be negotiated on the basis of 8% to 8.5% of construction cost, adjusted by final scope of work; hourly not to exceed $28,500 based on estimated construction budget of $300,000 to $350,000.

Our basic services will be based on AIA B151 Contract which includes complete architectural, structural and mechanical and electrical engineering. Civil engineering, landscape architecture, surveying, staking, as-built documents, special inspections for structural and utilities are additional services and some will be provided by City.

Architectural	
Principal Architect	$125/hr
Project Architect	$100 to $110/hr
CADD	$75 to $85/hr
Structural Engineering	
Principal	$160/hr
Structural Engineer	$100 to $110/hr
Designer	$80 to $100/hr
Mechanical & Electrical	
Principal	$145/hr
Project Manager / Engineer	$90 to $125/hr
Designer / CADD Technician	$90/hr

Reimbursable expenses, including but not limited to, filing fees and outside reproduction of graphics shall be reimbursed at actual cost plus 10%.

7/29/2010 9:16am



Elmcrest Park Building and Playground Location

Abbreviated Standard Form of Agreement Between Owner and Architect

AIA Document B151 - 1997
1997 Edition - Electronic Format

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

This document has been approved and endorsed by the American Subcontractors Association and the Associated Specialty Contractors, Inc.

Copyright 1974, 1978, 1987, ©1997 by The American Institute of Architects. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution.

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

and the Architect:
(Name, address and other information)

For the following Project:
(Include detailed description of Project, location and address)

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

1.4 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in

Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASED--ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents,

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shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Paragraph 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 CERTIFICATES FOR PAYMENT

2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

2.6.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

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However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services

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described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

.3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding,

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negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

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ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

4.6 The Owner shall furnish the services of consultants other than those designated in Paragraph 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the

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time of bidding and for changes in the Work.

5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

.1 give written approval of an increase in such fixed limit;

.2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 terminate in accordance with Paragraph 8.5; or

.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Subparagraph 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement

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prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

6.3 Except for the licenses granted in Paragraph 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Paragraph 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

7.1 MEDIATION

7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.2 ARBITRATION

7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 7.1.

7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

7.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based

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on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

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9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

9.6 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses

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incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

.1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;

.2 fees paid for securing approval of authorities having jurisdiction over the Project;

.3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;

.4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;

.5 renderings, models and mock-ups requested by the Owner;

.6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;

.7 reimbursable expenses as designated in Article 12;

.8 other similar direct Project-related expenditures.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

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The Owner shall compensate the Architect as follows:

11.1 An Initial Payment of Dollars ($) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Schematic Design Phase:	percent (%)
Design Development Phase:	percent (%)
Construction Documents Phase:	percent (%)
Bidding or Negotiation Phase:	percent (%)
Construction Phase:	percent (%)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 For Project Representation Beyond Basic Services, as described in Paragraph 3.2, compensation shall be computed as follows:

11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of ( ) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of ( ) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 If the Basic Services covered by this Agreement have not been completed within ( ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable ( ) days from the date of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and

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Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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CC Regular Session **7. 3.**

Meeting Date: 03/26/2013

By: Chris Anderson, Community Development

Information

Title:

Consider Lease Agreement with East Side Oil Companies

Background:

In June, 2012, the City Council discussed a potential opportunity to initiate a used oil collection (recycling) program at the Public Works campus. East Side Oil Companies would provide, at no cost to the City, a 2,000 gallon tank for used oil collection. In addition, East Side would also provide containers for oil filters and antifreeze. Staff would need to provide monitoring of two external gages on the tank daily and monthly. The monitoring is for both quantity of oil in tank (done regularly) and to review the interstitial space to verify there is no leak in the tank (done monthly). Once the tank is more than half full, the City would contact East Side Oil Companies to empty the tank. The original 2012 case is attached for background information.

There was general support from the City Council in 2012 to pursue this opportunity. East Side Oil Companies requires the execution of an Equipment Lease Agreement to clarify that they remain the owner of the collection tank. However, the City Council directed Staff to explore a land lease option with East Side Oil Companies, which may better protect the City against liability from an environmental concern such as an oil spill.

Observations/Alternatives:

In conjunction with the City Attorney, a Lease Agreement was drafted that includes standard indemnity language provided by the League of Minnesota Cities. Additionally, the Lease Agreement includes language requiring the tenant (East Side Oil Companies) to obtain environmental insurance to insure the City against potential liabilities relating to hazardous substances, hazardous waste, petroleum or other pollutants contaminating the environment as a result of a spill, leak or other malfunction of equipment. East Side Oil Companies has reviewed the Lease Agreement and has agreed to the terms of the Lease Agreement.

Alternative #1: Approve the Lease Agreement for leasing space to East Side Oil Companies for placement of a 2,000 gallon tank at the Public Works campus to collect used oil, oil filters and antifreeze. Staff has spoken with the cities of Elk River and East Bethel, both of which have tanks from East Side Oil Companies. Each has stated that the program is appreciated by their residents. In fact, they each stated that it is not uncommon to find cash donations in the donation box (provided with the tank). Furthermore, East Side Oil Companies participated in the Ramsey's Fall Recycling Event last year and it was very well received by residents. Over 400 gallons of used oil (along with about fifty [50] gallons of antifreeze and one full barrel of oil filters) were received during the four (4) hour event. Staff believes that with the land Lease Agreement, which includes the added indemnity language and environmental insurance requirement, that the City would be protected against environmental concerns resulting from having the tank on City owned property.

Alternative #2: Deny the Lease Agreement and limit the used oil recycling opportunity to only the recycling events. While residents would still potentially have a local opportunity to recycling used oil, it would be limited to only a couple weekends per year. Having the tank available year-round provides a more convenient options for residents to properly dispose of this material.

Recommendation:

Staff would recommend approving the land Lease Agreement with East Side Oil Companies to placement a 2,000 gallon tank on the City's Public Works campus for collection of used oil, oil filters and antifreeze, subject to final review and approval as to legal form by the City Attorney.

Funding Source:

There are no direct hard costs to the City related to this program opportunity. Staff time associated with monitoring of the external gages, which should be fairly minimal, could be charged to the recycling account, which is funded via SCORE (Select Committee on Recycling and the Environment) monies.

Council Action:

Motion to authorize Staff to execute a land Lease Agreement with East Side Oil Companies to place a 2,000 gallon tank on the City's Public Works campus for the collection of used oil, oil filters and antifreeze from residents, subject to final review and approval as to legal form by the City Attorney.

Attachments

June 26, 2012 City Council Case

City Council Meeting Minutes Dated June 26, 2012

Draft Lease Agreement

Exhibit of Proposed Tank Location

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	03/20/2013 03:38 PM
Tim Gladhill	Tim Gladhill	03/20/2013 05:00 PM
Bill Goodrich	Bill Goodrich	03/20/2013 05:36 PM
Kurt Ulrich	Kurt Ulrich	03/21/2013 03:28 PM

Form Started By: Chris Anderson Started On: 03/18/2013 11:35 AM

Final Approval Date: 03/21/2013

CC Regular Session **7. 0.**

Meeting Date: 06/26/2012

By: Chris Anderson, Community Development

Information

Title:
Consider East Side Oil Equipment Lease

Background:
On May 8, 2012, the City Council discussed an opportunity to partner with East Side Oil Companies to utilize a 2,000 gallon tank for collection of used motor oil from residents. The tank would be located at the Public Works campus so that it could be readily monitored during the week and to limit/minimize illegal dumping. There was a general consensus of the City Council supporting this service to the residents; however, Staff was directed to research several items including contacting the City of Elk River to solicit their input on this program, to negotiate a lease agreement with East Side Oil Companies that addresses the issue of liability, and to explore the option of leasing land to East Side Oil Companies for placement of their equipment.

As a reminder, Councilmember McGlone is currently an employee of East Side Oil Companies. Council Member McGlone reports that he has no financial gain of any kind resulting from this potential agreement between the City and East Side Oil Company. City Attorney Goodrich has been consulted and can respond to any questions regarding this matter.

Observations:
Staff did contact the City of Elk River and, upon their recommendation, also contacted Sherburne County staff, to discuss their views/opinions of the East Side Oil Companies program. All three individuals had only positive remarks for the program and the company. The City of Elk River executed the lease agreement that was provided by East Side Oil Companies as presented, without any revisions. While the Sherburne County staff do not have direct involvement with lease agreements, they were unaware of any concerns/difficulties that communities within their jurisdiction have had with this program.

The City Attorney is working with the League of Minnesota Cities for sample environmental indemnity language in the event of an oil spill. Once that language is finalized, it will be provided to East Side Oil Companies for review and approval (they expressed a willingness for that type of clause to be added, but would still need to have their legal counsel review it). The attached lease agreement does not yet include the indemnity language.

Staff is not aware of any other jurisdictions that lease the area required for the tank to the collector. As long as there is an indemnity clause that protects the City (and that East Side Oil Companies is comfortable with), Staff believes that this should be sufficient to address environmental concerns. Furthermore, if a concern does develop, the agreement can always be terminated (as outlined in the lease agreement).

Recommendation:
Based on communications with other jurisdictions and their positive remarks concerning this opportunity and East Side Oil Companies, Staff would recommend executing a revised lease

agreement, with the environmental indemnity language, with East Side Oil Companies to utilize a 2,000-gallon tank for the collection of used motor oil from residents.

Funding Source:
There is no direct cost to the City related to this opportunity.

Council Action:

Motion to authorize Staff to execute an equipment lease agreement, which 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.

Attachments

City Council Meeting Minutes Dated May 8, 2012
East Side Oil Companies Lease Agreement (w/o Indemnity Language)

Form Review

Inbox	Reviewed By	Date
Bill Goodrich		
Tim Gladhill		
Kurt Ulrich		

Form Started By: Chris Anderson Started On: 06/19/2012 11:33 AM

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

LEASE

This lease ("this "Lease")is effective as of April ___, 2013 and is made by and between the City of Ramsey, a Minnesota municipal corporation, 7550 Sunwood Drive NW, Ramsey MN 55303 ("Landlord") and East Side Oil Company., a Minnesota corporation, 625 SE Lincoln Avenue, St. Cloud, MN 56304 ("Tenant").

DATA SHEET

1. Premises. The area depicted in attached Exhibit, located on the property generally known as 14100 Jaspar St NW, Ramsey, MN 55303 and which parcel is legally described as follows:

   Gateway North Industrial Park Lot 1 Block 1 Gateway North Industrial Park

   (the "Premises")

2. Term and Termination. This Lease shall commence on April 1, 2013 (the "Commencement Date") and shall terminate upon 30 days written notice by either party (the "Lease Term").

3. Rental Rate. One dollar per year.

4. Permitted Use. Tenant shall use the Premises as a used oil public site for the collection of used oil deposited by members of the public in Tenant's 1,990 gallon double walled tank installed on the Premises by Tenant. The permitted use shall also include the collection of used oil filters and antifreeze from members of the public. The following equipment, which Tenant has advised has the indicated monetary values, shall be permitted to be installed on the Premises by Tenant:

   1-1990 Gallon double wall UL tank $16,235.75
   Permanent ID/Serial # stamped on the 1990 gallon tank is
   _____
   Signage $1,417.86
   Vents and Gauges $279.70
   Cover & assembly parts $2,300.00
   (The "Equipment")

5. Removal of Equipment. Upon the termination of this Lease, Tenant shall immediately pick up the Equipment with all parts and attachments thereto. If Tenant should fail to pick up the Equipment upon termination of this Lease, Landlord shall have the right to remove the Equipment from the Premises and lawfully dispose of the same.

6. Landlord Address:

City of Ramsey
Attention: City Administrator
Ramsey Municipal Center
7550 Sunwood Drive NW
Ramsey, MN 55303

7. Tenant Address:

East Side Oil Company, Inc.
625 SE Lincoln Avenue
St. Cloud, MN 56304

LEASE TERMS

1. PREMISES:

Landlord hereby leases to Tenant, and its successors and assigns, and Tenant hereby leases from Landlord for the Terms described in Item 2 of the Data Sheet and upon the conditions hereinafter the Premises described in Item 1 of the Data Sheet.

2. RENTABLE AREA:

The Rentable Area of the Premises is estimated to be the paved surface area as part of the land set forth in Item 1 of the Data Sheet. The actual Rentable Area of the Premises consists of 240 square feet.

3. LEASEHOLD IMPROVEMENTS:

Tenant is taking the Premises "AS IS" and Landlord shall not be obligated to do any work on the Premises. Tenant shall maintain the Premises as an outdoor used oil drop off site for the public and associated parking facility and shall not make any alteration, decoration, addition or improvement to the Premises without the prior written consent of the Landlord.

4. TERM AND TERMINATION:

The term of this Lease shall be described in Item 2 of the Data Sheet (the "Lease Term") and shall commence upon the "Commencement Date" as described in Item 2 of the Data Sheet.

5. RENT: $1.00 per year.

6. PROPERTY TAXES:

Landlord shall be responsible for any real property taxes that may be levied against the Premises.

7. USE:

Tenant will use and occupy the Premises solely as a used oil, used oil filters, and used anti-freeze drop off site by members of the public and associated parking facility.

8. ASSIGNMENT AND SUBLETTING:

Tenant may not assign or sublet the Premises without the landlord's written permission.

9. MAINTENANCE:

Tenant agrees to keep and maintain the Premises and its equipment in a properly functioning, safe, orderly and sanitary condition, will make all necessary replacements thereto, will suffer no waste or injury thereto and will at the expiration or other termination of the Lease Term, surrender the same with all improvements in the same order and condition in which they were on the Commencement Date. Notwithstanding the foregoing, Landlord shall provide snowplowing services for the Premises and access thereto. Tenant shall keep all rubbish garbage or other refuse in proper containers and shall promptly empty same into the collection area designated from time to time by Landlord.

10. ALTERATIONS AND EQUIPMENT:

10.1 Tenant will not make or permit anyone to make alterations, decorations, additions or improvements in or to the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

10.2 Tenant shall not install any equipment containing Hazardous Materials or any equipment which will or may necessitate any changes, replacements or additions to the Premises.

11. RIGHT OF ENTRY:

Tenant shall permit Landlord, or its representatives, to enter upon the Premises, to examine, inspect and protect the Premises, and to make such alterations, renovations, restorations, and/or repairs as in the judgment of Landlord may be deemed necessary or desirable for the Premises.

12. SERVICES AND UTILITIES:

None supplied by the Landlord. Any public or private utilities required by Tenant shall be provided at Tenant's sole expense.

13. WAIVER AND INDEMNITY:

13.1 Notwithstanding anything apparently to the contrary in this Lease, Landlord and Tenant hereby release one another and their respective offices and employees from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary form of policy of the insurance, even if such loss or damage shall have been caused by the fault of negligence of the other party.

13.2 Tenant agrees to indemnify, defend and hold Landlord and its officers and employees and property managers harmless from and against any claim, loss or expense arising out of injury, death or property loss or damage occurring in the Premises, except to the extent caused by the negligent act or intentional misconduct of Landlord or its officers, employees or property manager.

13.3 In addition, Tenant agrees to indemnify defend and hold Landlord harmless from and against all liabilities, damages fees penalties or losses arising out of any demand claim or suit by any governmental agency or private third party pertaining to reporting or clean-up of any hazardous substance, hazardous waste, petroleum product or other pollutant contaminating the environment as a result of spill, leaking or other malfunction of the Equipment.

14. INSURANCE:

Tenant agrees to purchase, in advance, and to carry in full force and effect general liability insurance, providing coverage on an "occurrence" rather than a "claims made" basis, which policy shall include coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Lease), and Independent Contractors, in current Insurance Services Office form or other form which provides coverage at least as broad. Tenant shall maintain a combined policy limit of at least $1,000,000.00 applying to Bodily Injury, Property Damage and Personal Injury, which limit may be satisfied by Tenant's basic policy, or by the basic policy in combination with umbrella excess policies so long as the coverage is at least as broad as that required herein. Such liability, umbrella and/or excess policies may be subject to aggregate limits so long as the aggregate limits have not at any pertinent time been reduced to less than the policy limit

stated above, and provided further that any umbrella or excess policy provides coverage from the point that such aggregate limits in the basic policy become reduced or exhausted. The tenant shall provide and insurance certificate naming the City of Ramsey as an additional insured. The City of Ramsey shall receive a written notice of insurance termination 30 days prior to cancellation. In addition to the above, Tenant agrees to obtain environmental insurance adequate to insure the City against those potential liabilities described in paragraph 13.3 above.

If the above insurance policy ceases to be available, or is available on terms so unacceptable that prudent landlords or tenants, as the case maybe, generally do not carry such insurance, then in lieu of such insurance the pertinent party may carry the most comparable insurance which is available and generally carried by prudent parties.

15. DEFAULT:

15.1 Any one of the following events shall constitute an Event of Default:

(i) Tenant shall fail to pay the annual rental rate or additional rent as herein provided, and such default shall continue for a period of five (5) days after the date therefore;

(ii) Tenant shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by Tenant and such default shall continue for fifteen (15) days after notice from the Landlord; provided, however, that if the nature of such default is such that Tenant can cure the default, but not within fifteen (15) days, then the Event of Default shall be suspended for a period not in excess of thirty (30) additional days so long as Tenant commences cure within fifteen (15) days thereafter diligently and continuously prosecutes the curing of the default, and so long as continuation of the default does not create material risk to the Project or to persons using the Project.

(iii) Tenant shall file or have filed against any bankruptcy or other creditor's actions, or make an assignment for the benefit of his creditors.

15.2 If an event of Default shall have occurred and be continuing, Landlord may at its sole option by written notice to Tenant terminate this Lease. Neither the passage of time after the occurrence of the Event of Default nor exercise by Landlord of any other remedy with regard to such Event of Default shall limit Landlord's rights under this Section 15.2

15.3 If an Event of Default shall have occurred and be continuing, whether or not Landlord elects to terminate this Lease, Landlord may enter upon and repossess the Premises (said repossession being hereinafter referred to as "Repossession") by summary proceedings, eviction action or other lawful

means and may remove Tenant and all other persons and property there from.

15.4 No termination of this Lease pursuant to Section 15.2 and no Repossession of the Premises pursuant to Section 15.3 or otherwise shall relieve Tenant of liabilities and obligations under this Lease, all of which shall survive any such termination or Repossession. In the event of any such termination or Repossession, whether or not the Premises Tenant up to the time of such termination or Repossession, and thereafter Tenant, until the end of what would have been the Term in the absence of such termination or Repossession, shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, all of Landlord's expenses in connection with all repossession costs, operating expenses, legal expenses, attorney's fees, and alteration costs. Tenant shall pay such current damages to Landlord monthly on the days on which the Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day.

15.5 Landlord shall in no event be considered to be in default of Landlord's obligations hereunder until the expiration of a reasonable time after notice of default from Tenant.

16. MINNESOTA POLLUTION CONTROL AGENCY (MPCA) MONITORING REQUIREMENT.

Landlord agrees to perform the monthly monitoring of the interstitial space reading as required by the MPCA, document such monitoring and provide Tenant documentation of said monitoring on a monthly basis.

17. WAIVER:

No waiver by either party of any breach of any agreement herein contained shall operate as a waiver of such agreement itself, or of any subsequent breach thereof. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Lease.

18. COVENANT OF QUIET ENJOYMENT:

Landlord covenants that it has the right to make this Lease for the term aforesaid and covenants that if Tenant shall pay the rent and perform all of the covenants, terms and conditions of this Lease to be performed by Tenant, Tenant shall, during the Term, freely, peaceably and quietly occupy and enjoy the full possession of the Premises. The term "Landlord" as used in this Lease shall mean solely the owner of the Premises. The liability of the Landlord under this Lease is limited to its interest in the Premises and any insurance proceeds payable to Landlord with respect to the Premises.

19. NO REPRESENTATIONS BY LANDLORD:

Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Premises except as herein expressly set forth, and no right, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth. Tenant, by taking possession of the Premises, shall accept the same "as is" except as expressly provided in this Lease and such taking of possession shall be conclusive evidence that the Premises are in good and satisfactory condition at the time of such taking of possession. In addition to and without limitation of the immediately preceding sentence, Tenant agrees that it's leasing the Premises on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis, based upon his own judgment, and hereby disclaims any reliance upon any statement or representation whatsoever made by Landlord. LANDLORD MAKES NO WARRANTY WITH RESPECT TO THE PREMISES, EXPRESS OR IMPLIED, AND LANDLORD SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PREMISES, for Tenant's intended purpose.

20. NOTICES:

All notices or other communications hereunder shall be in writing and shall be effective if hand delivered or sent by registered or certified first-class mail, postage prepaid, or by overnight express service which maintains confirmation of delivery, (i) if to Landlord at Landlord Address set forth on Item 6 of the Data Sheet, and (ii) if to Tenant, at Tenant Address set forth in Item 7 of the Data Sheet, unless notice of a change of address is given pursuant to the provisions of this Section. The day notice is given by mail shall be deemed to be the day following the day of mailing. If acceptance is refused, as evidenced by the records of the Postal Service or overnight delivery service, notice shall be deemed given on the date acceptance is refused.

21. SURRENDER; HOLDING OVER:

Upon the expiration of this Lease or the earlier termination of Tenant's right to possession, Tenant shall immediately vacate the Premises, remove all of his property there from, remove any Hazardous Materials installed, used, generated, stored or disposed of by Tenant, and leave the Premises in the condition required by this Lease. Any property not removed shall be deemed abandoned, and Tenant shall be liable for all costs of removal and Tenant shall indemnify, defend and hold Landlord harmless from any cost or liability due to disposition of any property in the Premises in which a person other than Tenant has in interest. Should Tenant continue to occupy the Premises, or any part thereof, after the expiration or termination of the Term, whether with or without the consent of Landlord, such tenancy shall be from month to month and the monthly Rent set forth in the term sheet shall be payable if Tenant's holdover is without the consent of

Landlord, neither this Section nor the acceptance of any rent hereunder shall prevent Landlord from exercising any remedy to regain immediate possession of the Premises.

22. MISCELLANEOUS:

(a) This Lease is governed by and shall be construed according to the laws of the State of Minnesota.

(b) The captions in this Lease are for convenience only and are not a part of this Lease.

(c) Time is of the essence.

(d) The provisions of this Lease which relate to periods subsequent to the expiration of the Term shall survive expiration.

(e) If any provision of this Lease is invalid or unenforceable to any extent, then such provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

(f) This Lease contains the entire agreement of the parties hereto with respect to the Premises. This Lease may be modified only by a writing executed and delivered by both parties.

(g) Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties other than that of Landlord and Tenant.

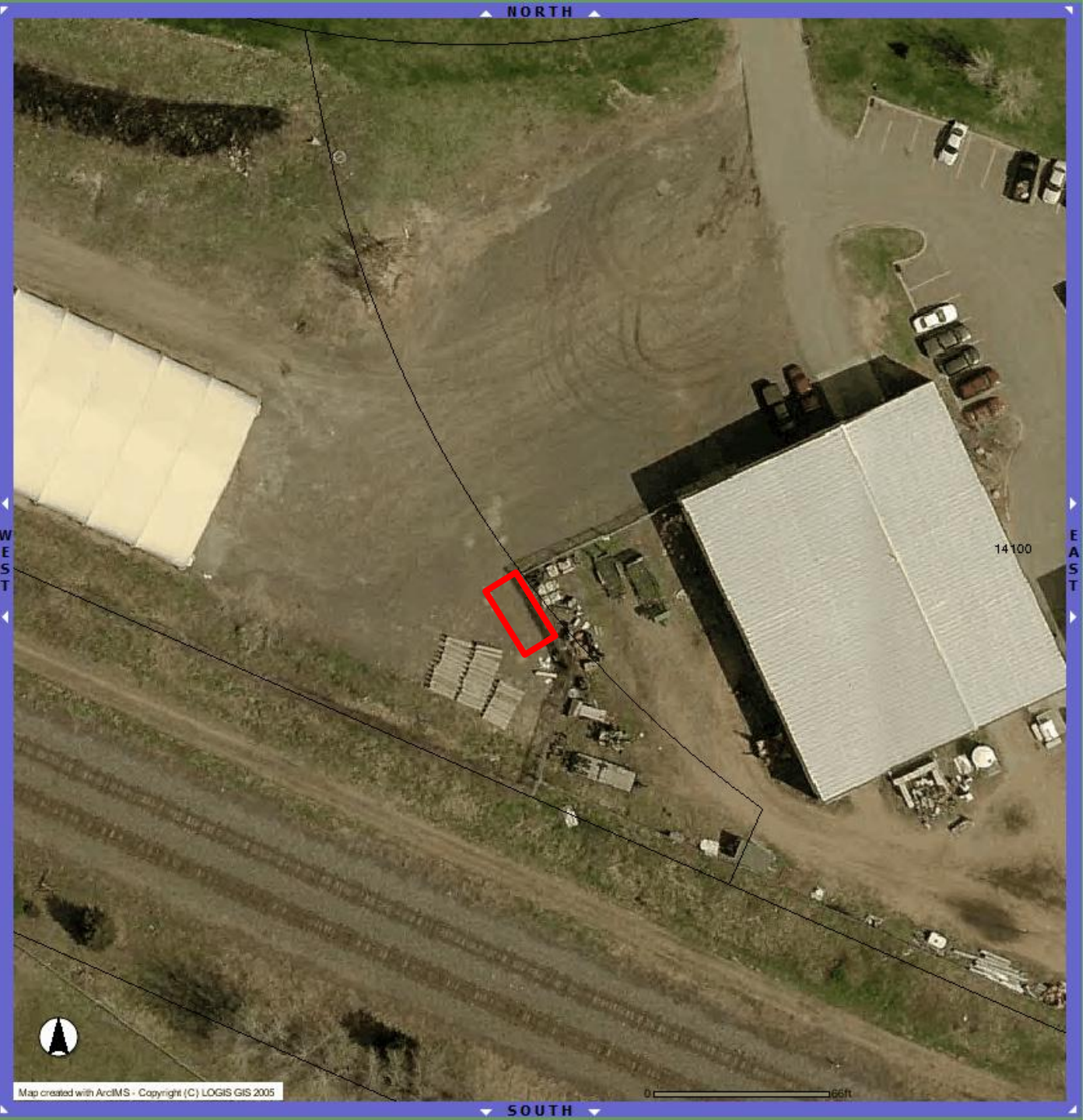
(h) This Lease shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

LANDLORD THE CITY OF RAMSEY	TENANT EASTSIDE OIL COMPANY
By:_____ Its: Mayor	By:_____ Its:

ATTEST:

By_____

Its: City Administrator



=Lease Area / Tank Location Approximately 240 square feet

CC Regular Session **7. 4.**

Meeting Date: 03/26/2013

Submitted For: Patrick Brama **By:** Patrick Brama, Administrative Services

Information

Title:

Consider Offer to Purchase City Owned Property Located at 14280 Azurite Street NW (PORTIONS MAY BE CLOSED TO THE PUBLIC)

Background:

The City owns property located at 14280 Azurite Street NW ("Subject Property"). The Subject property is 4.8 acres in size, is located on the north side of Bunker Lake Boulevard adjacent to MultiSource Manufacturing and Diamond Graphics. The Subject Property is zoned Employment 1 (E1) and is available for sale.

The City received an inquiry from a Diamond Graphics, Inc. regarding the Subject Property in early January 2013. Staff met with said prospect on January 11, 2013 to discuss the Subject Property. Subsequent to meeting with Diamond Graphics representatives, Staff ordered a market appraisal on the Subject Property. Staff contacted the prospect on February 15, 2013 indicating the City's position and the result of the market appraisal ($420,000 valuation).

Diamond Graphics, Inc. made an offer to purchase the Subject Property on February 28, 2013. The City Council reviewed said offer on March 12, 2013; at which time, the Council proposed a counter offer. On March 18, 2013 the City received correspondence from Diamond Graphics indicating they agreed to a sale price of $410,000 to purchase the Subject Property.

Purpose of case:

1. Approve the sale of the Subject Property to Diamond Graphics, Inc. for $410,000
2. Introduce an ordinance to sell surplus city owned land
3. Direct Staff to work with Diamond Graphics to draft a purchase agreement and to schedule a closing date
4. Identify available uses of land sale proceeds

Notification:

Observations/Alternatives:

The appraised value of the Subject Property is $420,000. Based on the City's adopted Business Subsidy Policy, any discount in land value greater than $25,000 would be considered a "Business Subsidy." In which case, certain filing and reporting with the State of Minnesota would be required; and potentially, an agreement, for job creation and/or retention would need to be established. Staff would be required to work with the prospect annually to complete required reporting to the State of Minnesota.

Use of Proceeds:

The Subject Property is located in former TIF District 10; and was purchased with proceeds from TIF District 1. Both TIF Districts 10 and 1 are now decertified. However, because the Subject Property was purchased with funds from TIF District 1, all proceeds must be applied to eligible TIF expenses. For example, roads, utilities, demolition or land acquisition.

TIF district 1 and 10 are sub-districts located within a larger umbrella TIF 'Development' district, known as a *Project Area*. The $410,000 in proceeds can be spent within the approved *Project Area*. In summary, the *Project Area* is located south of Alpine Drive across the entire City.

The Council does not need to make a decision on how to use proceeds from this transaction now. However, Staff would like to identify options:

- New Industrial Park
- Armstrong Boulevard/Highway 10 Interchange
- Bunker Lake Boulevard

Alternatives:

(1) Accept Offer [Staff Recommendation]

Approve the sale of surplus City owned land located at 14280 Azurite St NW to Diamond Graphics, Inc. for $410,000; and,

Introduce ordinance 13-08 to sell surplus city owned land; and

Direct Staff to work with Diamond Graphics to draft a purchase agreement and to schedule a closing date

(2) Counter Offer
Authorize Staff to draft a counter offer to the prospect for the sale of City owned property located at 14280 Azurite Street NW

(3) Deny Standing Offer
Reject the standing offer and do not direct Staff to draft a counter offer to the prospect for the sale of City owned property located at 14280 Azurite Street NW

Recommendation:

(1) Accept Offer

Approve the sale of surplus City owned land located at 14280 Azurite St NW to Diamond Graphics, Inc. for $410,000; and,

Introduce ordinance 13-08 to sell surplus city owned land; and

Direct Staff to negotiate with Diamond Graphics for a purchase agreement for the sale of the Subject Property and to schedule a closing date

Based on previous Council direction, the standing offer of $410,000 meets Council objectives. Selling the Subject Property to Diamond Graphics puts the City is a strong position to retain a fast growing and successful Ramsey business.

Funding Source:

NA

Council Action:

Accept Offer

Approve the sale of surplus City owned land located at 14280 Azurite St NW to Diamond Graphics, Inc. for $410,000; and,

Introduce ordinance 13-08 to sell surplus city owned land; and

Direct Staff to to negotiate a purchase agreement with Diamond Graphics for the sale of the Subject Property. Details of the purchase agreement will be reviewed with the Council at the time the Sale Ordinance is presented for approval.

Attachments

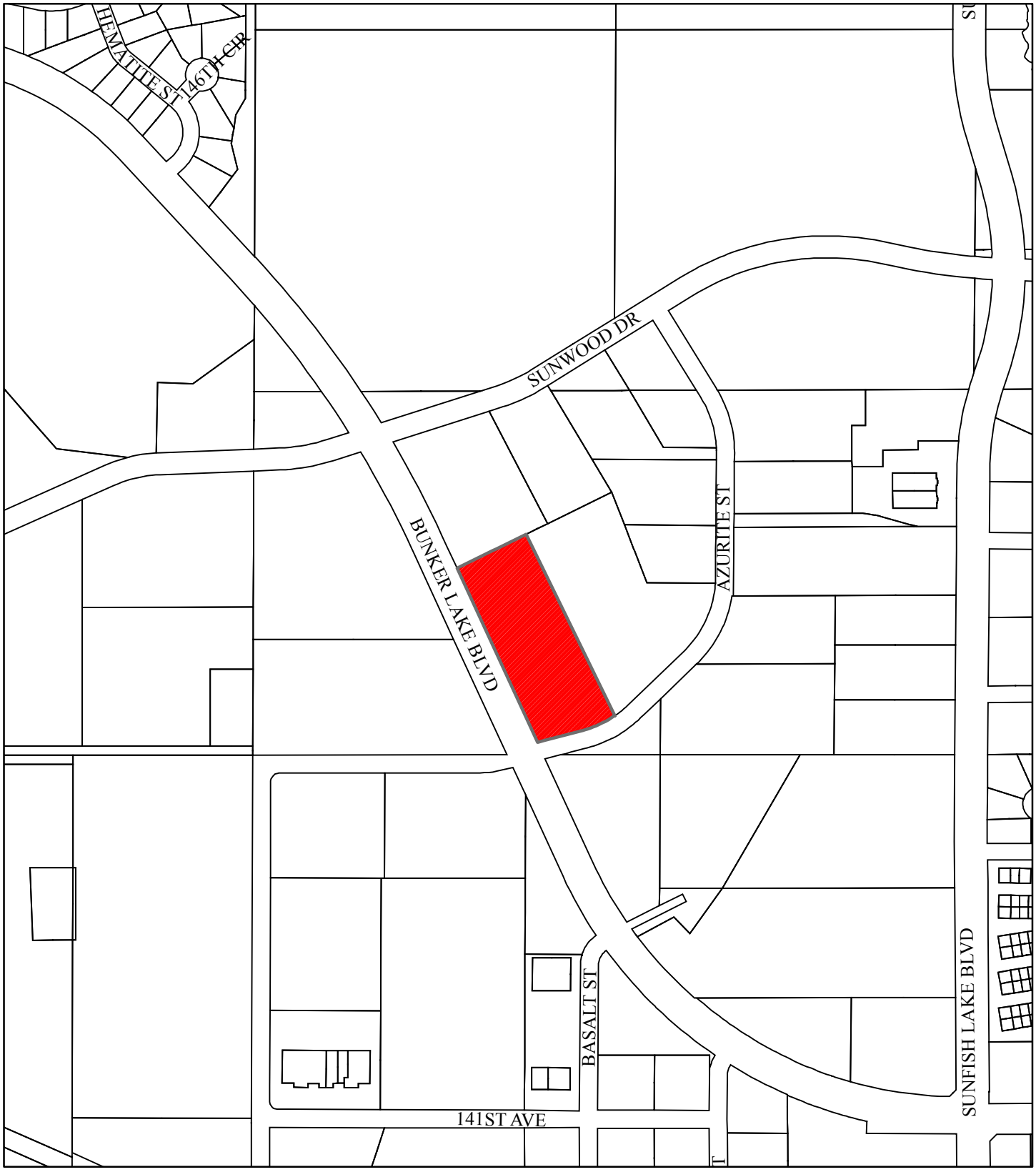
Reference Map
Appraisal
Abstract
Profile
Plat
Business Subsidy Policy
Ordinance 13 08 Sale of Surplus City Owned Land

Form Review

Inbox	Reviewed By	Date
Bill Goodrich	Bill Goodrich	03/20/2013 05:47 PM
Kurt Ulrich	Kurt Ulrich	03/21/2013 03:48 PM

Form Started By: Patrick Brama Started On: 03/20/2013

Final Approval Date: 03/21/2013



City of RAMSEY

14280 Azurite Street NW
PID: 27-32-25-42-0015

Legend
Site
Parcels

N

0 625 1,250 Feet

MARKET VALUE APPRAISAL

of

Approximately 4.80± Acres of Vacant Industrial Land

located at the

14280 Azurite Street Northwest
Ramsey, Minnesota 55303

in

Anoka County
Minnesota

BY

Certified Appraisal Services

Mark R. Schwab
License #20005641

as of

January 31, 2013

Certified Appraisal Services

Federally Certified Appraisers
13016 Owatonna Street Northeast
Blaine, Minnesota 55449

THIS IS A RESTRICTED USE REPORT
(The cost and income approaches are not relevant to estimate value)
This report is intended for the use of the client only and may not be be fully understood without data contained in the appraisers' workfile.

February 5, 2013

Mr. Patrick Brama, Management Analyst
City of Ramsey
7550 Sunwood Drive Northwest
Ramsey, Minnesota 55303

RE: 4.80± Acres of Vacant Industrial Land
14280 Azurite Street Northwest
Ramsey, Minnesota 55303

Dear Mr. Brama:

Pursuant to your request, we have made a careful inspection of the captioned property, which is more particularly described as Lot 1, Block 1, Sunfish Lake Business Park 4th Addition, Ramsey, Minnesota, and have made a study of the conditions affecting its value. The property rights appraised consist of title in fee simple, subject to easements and special assessments of record, if any.

THE PURPOSE AND INTENDED USE OF THIS APPRAISAL IS:

To estimate the market value of subject property, as of our inspection date which is January 31, 2013, which value will be used by The City of Ramsey as a resource for making internal business decisions.

This appraisal conforms to "USPAP" and is made subject to certain limiting conditions and assumptions as hereinafter expressed. Such facts and information contained herein were obtained from sources that we considered reliable and are true to the best of our knowledge.

The following is a restricted use report and states our method of approach, contains data gathered in our investigation, but **does not** demonstrate our analysis in arriving at the estimation of market value for the subject property. All analysis is contained in the appraisers' workfile and may be viewed by the client only. **THE APPRAISERS HAVE ELECTED TO INCLUDE ALL ANALYSIS IN THE CLIENTS REPORT.** The client has been informed that a restricted use report contains minimum analysis and a photocopy will not be provided for any other party. The client has been informed that a restricted use report should not be used for underwriting purposes. The client has been informed that a restricted use report is intended for internal uses such as, foreclosures, OREO's and abundance of caution only.

DEFINITION OF MARKET VALUE:

Market value as defined in *The Appraisal of Real Estate, Appraisal Institute, 12th Edition*, is "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of sale as of a specific date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;

2. both parties are well informed or well advised and acting in what they consider their best interests;

3. a reasonable time is allowed for exposure in the open market;

4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and

5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale."

This federal definition is compatible with the definition of market value cited in the current edition of *The Dictionary of Real Estate Appraisal*. The federal definition requires that the effect on property value of any special or creative financing or sales concessions be determined and that the opinion of value reflect cash equivalent terms. Special financing or sales concessions often characterize transactions in depressed markets. This definition was developed to address categories of appraisal assignments in a real estate market characterized by unique circumstances.

EXTENT OF THE PROCESS OF COLLECTING, CONFIRMING AND REPORTING DATA: includes (1) an inspection of the subject site, (2) consideration of neighborhood characteristics, (3) use of sales data from the county assessor and private data collection services, (4) use of the closed appraisal files, and (5) personal inspection of all comparable sales.

CONTINGENT AND LIMITING CONDITIONS AND ASSUMPTIONS:

1. The certification of the appraisers appearing in the appraisal report is subject to the following conditions and assumptions and to such other specific and limiting conditions and assumptions as are set forth by the appraisers in the report.

2. The appraisers assume no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor do the appraisers render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

3. Any sketch in the report shows approximate dimensions and is included to assist the reader in visualizing the property. The appraisers have made no survey of the property.

4. The appraisers have examined the available flood maps that are provided by the Federal Emergency Management Agency and have noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraisers are not surveyors, no guarantee, express or implied, is made regarding this determination.

5. The appraisers are not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements to do so have been made beforehand.

6. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

7. Disclosure of the contents of the appraisal report is governed by the Uniform Standards of Professional Appraisal Practice and the Laws of the State of Minnesota.

8. Neither all nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the appraisers, professional designations, reference to any professional appraisal organizations, or the firm with which the appraisers are connected) shall be used for any purpose by anyone except the client specified in the report, by any department, agency, or instrumentality of the United States, or by any department, agency, or instrumentality of the State of Minnesota without the previous written consent and approval of the appraisers.

9. The appraisers are aware of the competency provision of the USPAP and the appraisers of this report meet the standards. The appraisers have extensive appraisal experience with similar properties in and around the Minneapolis-St. Paul Metropolitan area. The appraisers have full knowledge and experience in the nature of this assignment.

10. The appraisers are aware of the Gramm-Leach-Bliley Act (G-L-B Act) effective July 1, 2001. The Federal Trade Commission (FTC)has adopted regulations to implement the G-L-B Act.[1] These regulations apply to appraisers as well as other providers of financial services and states that non-public personally identifiable information is not to be disseminated or re-used.

    The appraisers have formed the opinion that income and expense information (lease comparables) and newly constructed building information (new building cost comparables) obtained, either through interviews in the field or appraisal assignments, are considered non-public personally identifiable information and can not be disseminated under the G-L-B Act and FTC Privacy Rule.

11. The value herein assigned is based on conditions which are applicable as of the date of the appraised value. This value may be the same but also may vary at a later date due to changing market conditions. It is the appraiser's opinion that the subject property would sell in an appropriate time period should it be offered on the open real estate market at this time at about the appraised value subject to the appraisal assumptions; but a guarantee of such sale is not implied or warranted.

12. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless in compliance is stated, defined and considered in the appraisal report.

13. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.

14. It is assumed that the utilization of the land is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the report.

[1] Federal Trade Commission, Privacy of Consumer Financial Information; Final Rule, 16 CFR Part 313, herein referred to as "FTC Privacy Rule".

15. If the attached appraisal report considers an analysis of existing lease data, this analysis is restricted to the lease terms as provided to the appraiser and not on our review of lease documents. Any review of lease data is also restricted to only economic considerations and not legal provisions or restrictions.

16. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and general limiting conditions. After the report is complete and delivered, the scope of this assignment is finished. Certified Appraisal Services, Inc. is available for additional consultation or evaluation work, billed at an hourly rate.

17. This is a Restricted-Use Appraisal Report and is intended to comply with the developing and reporting requirements under Standard Rules 1 & 2 of the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Financial Institution Reform, Recovery and Enforcement Act of 1989 (FIRREA) Title XI regulations. It is written in a somewhat abbreviated narrative style but is considered to be sufficiently descriptive to allow the reader to follow the reasoning and logic of the appraisal.

18. This is a RESTRICTED USE APPRAISAL REPORT for use by the client only and no part of the report, or copy thereof (including conclusions as to the property value, the identity of the appraisers or the firm with which the appraisers are connected) shall be used for any purpose by anyone but the client specified in the report without the previous written consent and approval of the appraisers.

HYPOTHETICAL CONDITIONS:

1. This appraisal and the value herein estimated assume the subject property is as follows:

According to county records the subject site contains a gross area of 209,284 square feet or about 4.80± acres and the site is 100% buildable. See AERIAL MAP on page 19 for visual representation. The areas mentioned above were obtained from Anoka County Property Records. The appraisers were not supplied with a professional survey of the subject site. If a professional survey is supplied at a later date and it determines the subject site to be larger or smaller than reported in this appraisal, the appraisers reserve the rights to amend this appraisal.

ORDINARY ASSUMPTIONS:

(1) Information, estimates, and opinions furnished to the appraisers, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. The review appraiser assumes all facts, discovered by the appraiser signing this report, are reliable, true and correct. However, the appraisers do not assume responsibility for accuracy of such items that were furnished by other parties.

(2) According to the City of Ramsey Officials, the subject site can not be split due to lack of access. Bunker Lake Boulevard is a county owned road and has restricted access rights. The city owned road, Azurite Street Northwest, does not have adequate frontage to split the parcel.

(3) The effective date of this appraisal is the same as the inspection date.

EXTRAORDINARY ASSUMPTIONS:

1. The appraisers assume that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraisers assume no responsibility for such conditions, or for engineering which might be required to discover such factors.

2. The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in the report. The appraisers are not experts in the identification of hazardous substances or detrimental environmental conditions. The appraisers' routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

SALE HISTORY:

The subject property **has not** been sold during the past three years. **It should be noted, the subject is currently listed by the City of Ramsey for sale and the asking price is $376,500 or about $1.80 per square foot.** The appraisers have estimated the market value of the subject property at $420,000 or $2.00 per square foot with a marketing time of twelve to twenty-four months. The listing price should reflect a shorter marketing time.

MARKETING TIME:

(1) A reasonable exposure time for the subject is estimated to have been from one to two years. (2) A reasonable marketing time for the subject site is estimated to be about twelve to twenty-four months.

ZONING-FLOOD INFORMATION:

(1) According to the Ramsey Zoning Ordinance the subject is currently zoned E1; Employment District. The subject property is vacant land and no discussion is necessary on legal and/or conforming use in this zoning district. (2) According to the FEMA Flood Map Number 270681-0020B, dated November 1, 1979, the subject property is located in Zone C. Zone C is not within the 100 year flood hazard zone. A copy of the flood map is contained in the appraisers' file.

TITLE:

Fee title to the subject property is vested in: **City of Ramsey.** See copy of county property records in the addendum.

LEGAL DESCRIPTION:

PID#'s 27-32-25-42-0015. Lot 1, Block 1, Sunfish Lake Business Park 4th Addition.

ASSESSOR'S MARKET VALUE:

The Anoka County Assessor has placed estimated market values on the subject property as follows:

Land	(2010 EMV)	all parcels		$ 395,900
Improvements	(2010 EMV)			0
Total	(2010 EMV)	all parcels		$ 395,900
Land	(2011 EMV)	all parcels	(05%⇓)	$ 376,500
Improvements	(2011 EMV)			0
Total	(2011 EMV)	all parcels		$ 376,500
Land	(2012 EMV)	all parcels	(11%⇓)	$ 339,000
Improvements	(2012 EMV)			0
Total	(2012 EMV)	all parcels		$ 339,000

PROPERTY TAX INFORMATION:

Real estate taxes due in 2012: City Owned - Tax Exempt
Special Assessment taxes due in 2012: City Owned - Tax Exempt

The value herein estimated assumes that delinquent real estate taxes and special assessments, if any, are paid in full.

NEIGHBORHOOD DESCRIPTION:

The City of Ramsey is a mostly stable community with convenient access to all areas. The latest population records available indicate the population in 2010 was 23,668 which is an increase of about 28% from the population in 2000 of 18,510. The topography is mostly level to rolling land under mixed uses of mixed styles, sizes, ages and values. Growth rate is stable and property values have mostly stabilized since 2007 and in many cases (residential) are declining. Supply and demand of residential single family lots appears to be out of balance. There is an over supply and under demand of residential building sites as the residential market continues to recover. Most developer's are holding steady and are not purchasing land for future developments and many have discounted existing lot prices to sell off inventory. The number of foreclosed properties in the market have stabilized since 2010/2011. The result of many bank owned properties is declining sale prices. Commercial/industrial land values stabilized through 2006 and have been declining from 2007 through the end of 2011. Commercial/industrial land values appear to be mostly stable during 2012. It appears there is a slight over supply and under demand of vacant commercial/industrial land for future development in the area which is driving prices down and marketing times longer. According to the City of Ramsey, there are 3 industrial land parcels on the market for sale and many commercial and residential parcels on the market. One industrial parcel is .95 acres and listed for $112,100 or $2.71 per square foot, another is 4.14 acres and listed at $488,700 or $2.71 per square foot and 1.24 acres and listed at $176,800 or $$3.27 per square foot. Property compatibility and appearance are average. Most commercial buildings are wholly or partially owner occupied and the vacancy rate has been increasing to about 8% to 15%.

According to land reports completed by Welsh Company, **the Twin Cities land market** continues a slow recovery. Land values, led by residential land, have decreased significantly in the last 3 to 4 years. The demand that does exist is limited to opportunistic purchases and smaller retail uses with limited development of office and industrial product. Pricing now appears to be at or near the bottom.

The presence of lender-owned land continues to be influential on land sales. Some lenders are able to take lower prices on their foreclosed land while others hold the land and wait for the market to recover. Any landowner putting property on the market for sale feels the drag of reduced bank-owned sale prices as they attempt to place a value on their properties.

Senior and residential multi-unit housing developers are active in the market as demand for these product types surges. The ability to secure financing on land purchase can be an impediment to closing deals. We are starting to see increasing interest from developers motivated to secure land positions in preparation for the next development cycle. They expect demand to be strong from large retailers seeking new locations over the next 18 to 36 months. In addition, corporations that survived the recession are beginning to consider building new facilities and will be looking for land sites. We are optimistic about the stronger close to 2011 and expect increasing growth in 2012 and 2013.

SUBJECT SITE DESCRIPTION:

The subject site is located on the northeast corner of Bunker Lake Boulevard and Azurite Street Northwest in the southeastern part of the City of Ramsey. See CITY MAP and ZONING MAP for visual representation. The subject site consists of one platted lot. See AERIAL MAP for visual representation.

The subject of this appraisal has a total area is 209,284 square feet or about 4.80± acres, of which 100% is usable. The topography is mostly level and is at, and above street grade. The subject site has approximately 700± lineal feet of frontage along Bunker Lake Boulevard and approximately 300± lineal feet of frontage along Azurite Street Northeast.

SUBJECT SITE IMPROVEMENTS DESCRIPTION:

The subject has access to city sewer and water. All public utilities (natural gas, electric and telephone) are available.

SUBJECT BUILDING DESCRIPTION:

There are no structural improvements on the subject site.

SUBJECT INSPECTION:

Neither the owner nor the owner's representative were present at the inspection. Photos of the subject are on pages 11 through 14, a city map is on page 16, a zoning map is on page 17, a plat map is on page 18 and a aerial map is on page 19.

FUNCTIONAL AND EXTERNAL OBSOLESCENCE:

1. After personally inspecting the subject site, the appraisers have formed the opinion that no functional obsolescence exists.

2. After personally inspecting the immediate vicinity of the subject property, the appraisers have formed the opinion that external obsolescence exists in the form of poor economic market conditions, vacant land values have been declining from 2007 to the present.

HIGHEST AND BEST USE:

The zoning, function and utility of the subject property clearly indicate that the highest and best use of the subject property, as unimproved, is as vacant industrial land, and, as improved, is as a building site for an industrial enterprise as market conditions improve.

EXCLUSION OF USUAL VALUATION APPROACHES:

Two of the usual valuation approaches were excluded; one of the three universally accepted approaches to value was used in this analysis. The cost approach and income approaches are not relevant to estimate the value of vacant land.

APPRAISAL PROCEDURES FOLLOWED:

The appraisers have considered the following specific data about the subject property.

1. location
2. absorption
3. view
4. appeal
5. access

The appraisers have considered the following specific market data and neighborhood characteristics.

1. supply and demand for industrial land
2. comparable sales of industrial land

CERTIFICATION:

The appraisers certify that, to the best of our knowledge and belief: (1) The statements of fact contained in this report are true and correct. (2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions and conclusions. (3) We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved. (4) We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. (5) Our engagement in this assignment was not contingent upon developing or reporting predetermined results. (6) Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. (7) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice. (8) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. (9) Mr. Mark Schwab personally inspected the subject property. (10) No one provided significant real property appraisal assistance to the person signing this certification. (11) We are aware of the competency provision of the USPAP and the appraisers of this report meet the standards. (12) The appraiser signing this report **has not** previously appraised the subject property in the past three years.

ESTIMATE OF VALUE:

By virtue of our investigation and analysis we have formed the opinion that the value of the subject property, based on an exposure time of twelve to twenty-four months and a marketing time of twelve to twenty-four months, as of January 31, 2013, which is the date of our inspection, is:

$ 420,000

Respectfully submitted,

Certified Appraisal Services

Mark R. Schwab
Certified General
Real Property Appraiser
License Number 20005641
All Types of Property

PHOTO PAGE 1

PHOTO #1

VIEW OF SUBJECT SITE

Taken from POINT 1

Looking to the NORTHWEST

PHOTO #2

VIEW OF SUBJECT SITE

Taken from POINT 1

Looking to the SOUTHWEST

PHOTO PAGE 2

PHOTO #3

VIEW OF SUBJECT SITE

Taken from POINT 2

Looking to the SOUTHEAST

PHOTO #4

VIEW OF SUBJECT SITE

Taken from POINT 2

Looking to the NORTHEAST

PHOTO PAGE 3

PHOTO #5

STREET SCENE

Taken from POINT 3

Looking to the NORTH along Bunker Lake Boulevard

PHOTO #6

STREET SCENE

Taken from POINT 3

Looking to the SOUTH along Bunker Lake Boulevard

PHOTO PAGE 4

PHOTO #7

STREET SCENE

Taken from POINT 3

Looking to the EAST along Azurite Street Northwest

PHOTO #8

STREET SCENE

Taken from POINT 3

Looking to the WEST along 143rd Avenue Northwest

SECTION 21
MAPS, DIAGRAMS, SKETCHES

The following four pages detail Maps, Diagrams and Sketches.

CITY MAP Shows the location of the subject in relation to the City of Ramsey.

ZONING MAP Shows the location of the subject in relation to the various zoning districts in the City of Ramsey.

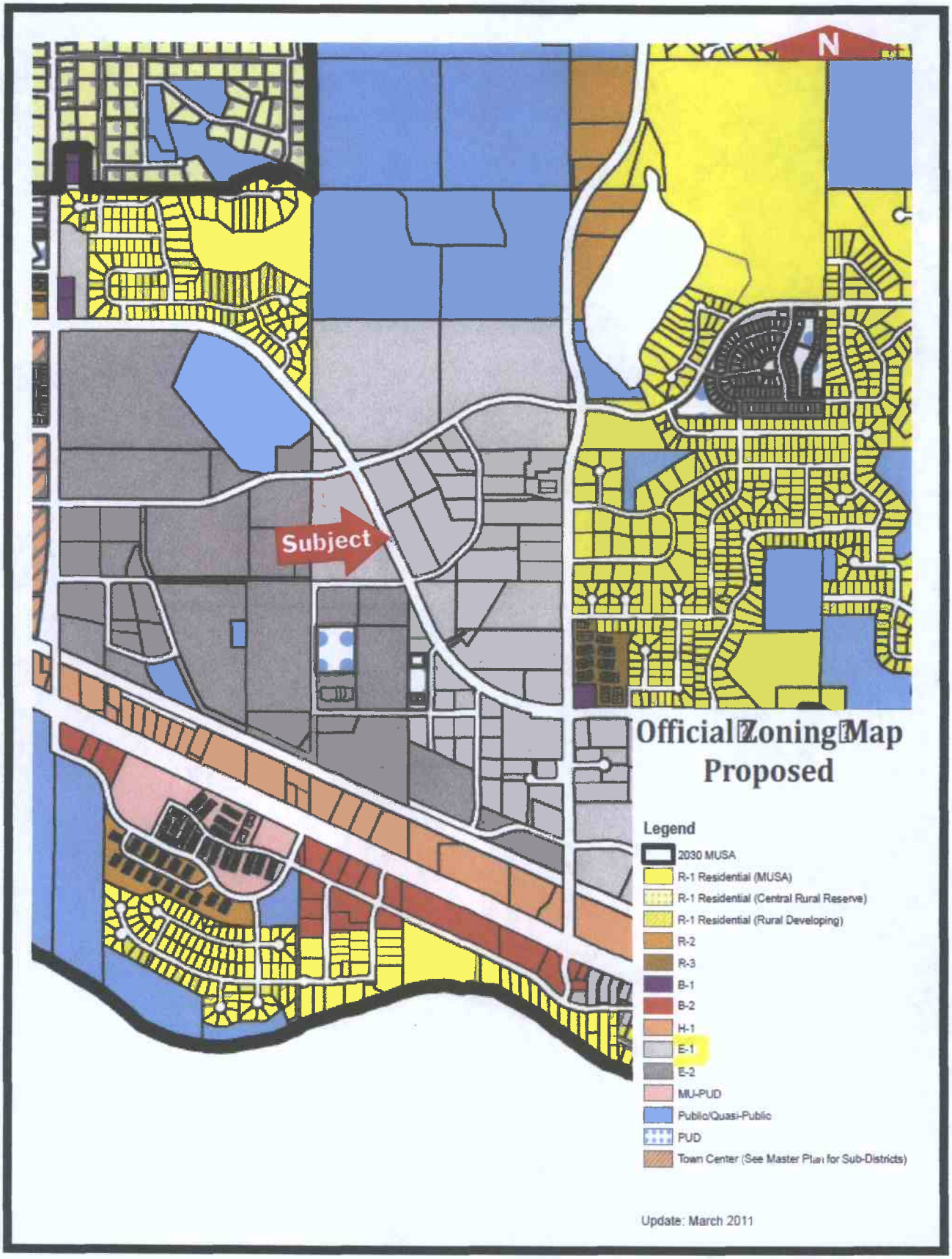
PLAT MAP Shows the location of the subject site in relation to other parcels in the immediate area.

AERIAL MAP Shows detail aerial view of the subject site and shows the location of the various photo shots.

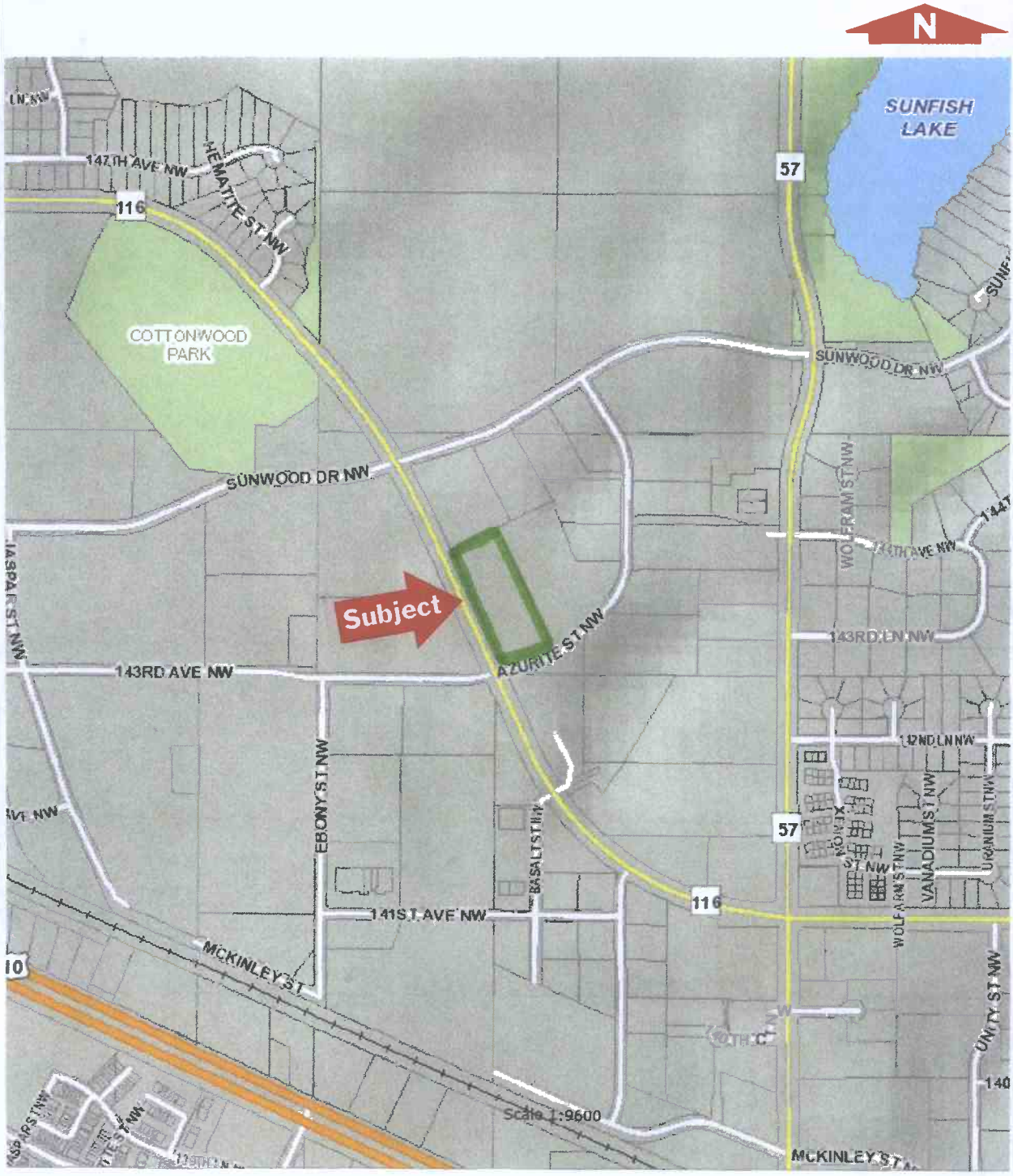
CITY MAP

DeLorme
DeLorme Street Atlas USA® 2010
SUBJECT
Ramsey
Central Park
Grass Lake
Rum River
Rum River Park
Cloquet Island
Mississippi River
Kings Island
Highland Park
North River Park
King Park
Lions Park
Park Street Park
Anoka
DAYTON RD
SAINT FRANCIS BLVD
ROANOKE ST NW
7TH AVE NW
179TH LN NW
CR 63
CR 12
CR 116
CR 56
CR 7
CR 5
CR 83
47
10
169
Data use subject to license.
© DeLorme. DeLorme Street Atlas USA® 2010
www.delorme.com
MN (0.5° E)
0 ¼ ½ ¾ 1 1¼ mi
Data Zoom 12-0

ZONING MAP


N
Subject
Official Zoning Map
Proposed
Legend
2030 MUSA
R-1 Residential (MUSA)
R-1 Residential (Central Rural Reserve)
R-1 Residential (Rural Developing)
R-2
R-3
B-1
B-2
H-1
E-1
E-2
MU-PUD
Public/Quasi-Public
PUD
Town Center (See Master Plan for Sub-Districts)
Update: March 2011

PLAT MAP



GROSS SITE AREA, PER COUNTY

209,284 SQUARE FEET - 4.80± ACRES

AERIAL MAP

N
BUNKER LAKE BLVD NW
Subject
2
1
3
14200
14350
14440
14410
6690
6640
6600
6700
143RD AVE NW
6650
6750
AUGUSTA ST NW

ADDENDUM

SECTION 28
DIRECT SALES COMPARISON APPROACH

The appraisers have cited four recent sales of industrially zoned parcels located in the subject's immediate market area and/or surrounding similar communities and have considered them in the direct sales comparison analysis which follows. The description includes a percentage adjustment reflecting market reaction to those items of significant variation between the subject and the comparable land sales. If a significant item in the comparable land sale is superior to, or more favorable than, the subject site, a minus (-) adjustment is made, thus reducing the value of the subject site. If a significant item in the comparable land sale is inferior to, or less favorable than, the subject site, a plus (+) adjustment is made, thus increasing the value of the subject site.

All parcels have been personally viewed by the appraisers and detail sheets for each are contained in the addendum. If possible, Certificates of real estate value for all land sales are contained in the appraisers' files.

Appropriate adjustments are made to adjust for market condition (-10% per year from 2008 to the present), financing, time (no adjustment made), location, zoning, size, utility, utilities and appeal. All sizes listed are for the net area only. Appeal adjustments take into consideration platting, access, corner influence and other factors that may positively or negatively affect value.

The appraisers will use a -10% per year marketing condition adjustment on all sales from 2008 to the present in the following analysis.

The subject and comparable land sales one, two, three and four are arrayed on the next page in the Direct Sales Comparison Grid.

DIRECT LAND COMPARISON GRID

ITEM	SUBJECT	COMPARABLE 1		COMPARABLE 2		COMPARABLE 3		COMPARABLE 4	
SALE DATE	01/31/13	06/14/12		07/01/11		04/04/12		10/07/09	
PROXIMITY		4.2 miles NW		13 miles SE		14.8 miles SE		4 lots NE	
SALE PRICE		$ 471,772		$ 760,000		$ 282,660		$ 325,000	
FINANCING		Cash		Cash Equival		Cash Equival		Conventional	
SIZE/SQ FT	209,284 SF	269,636 SF		239,580 SF		92,458 SF		130,680 SF	
	DESCRIPTION	DSCPTN	± ADJ	DSCPTN	± ADJ	DSCPTN	± ADJ	DSCPTN	± ADJ
ADJ $/SQ FT			1.75		3.17		3.06		2.49
MARKET CONDITION			- 06%		- 15%		- 08%		- 33%
ADJ $/SQ FT			**1.65**		**2.69**		**2.82**		**1.67**
FINANCING			nil		nil		nil		nil
ADJ $/SQ FT			**1.65**		**2.69**		**2.82**		**1.67**
TIME ADJUST			nil		nil		nil		nil
ADJ $/SQ FT			**1.65**		**2.69**		**2.82**		**1.67**
LOCATION	RAMSEY BUNKER/AZURITE	ELK RV GATEWAY RD	nil	FRIDLEY HICKORY ST	- 10%	BLAINE 103TH CT	- 20%	RAMSEY SUNFISH LK BLVD	nil
ADJ $/SQ FT			**1.65**		**2.42**		**2.26**		**1.67**
ZONING	E-1	I-3	nil	M-4	nil	I-1	nil	E-1	nil
SIZE/SQ FT	209,284	269,636	nil	239,580	nil	92,458	- 10%	130,680	- 05%
UTILITY	AVERAGE	AVERAGE	nil	AVERAGE	nil	AVERAGE	nil	AVERAGE	nil
UTILITIES	ALL CITY	WELL/SEP	+ 25%	ALL CITY	nil	ALL CITY	nil	ALL CITY	nil
APPEAL	AVERAGE	AVG/FR	+ 05%	AVERAGE	nil	AVERAGE	nil	AVERAGE	nil
ADJUSTMENTS			+ 30%		nil		- 10%		- 05%
IND VAL/SQ FT			2.15		2.42		2.03		1.59

CORRELATION OF THE LAND SALES COMPARISON APPROACH

The subject property was compared to the preceding four land sales. These sale properties are considered to be the best available for comparison to the subject property and are considered to be an accurate reflection of the current demand for these types properties.

Comparable sales one and three are about equally most recent. Comparable sale two is least adjusted and most similar in size. Comparable sale three is most proximate but is the oldest sale.

The direction of adjustments is mixed; subject is bracketed. The range in price indicated by the forgoing adjustment analysis is from $1.59 to $2.42 per square foot. The midpoint of the range is $2.01 per square foot and the average is $2.05 per square foot. The median sale price is $2.09 per square foot.

In consideration of the data presented and after analysis and adjustment of the previously reported comparable sales, we have estimated a value of $2.00 per square foot of the land size for the subject property.

209,284 Sq Ft (Land Size) X $2.00 (Value/Sq Ft) = $ 418,568

INDICATED VALUE BY DIRECT LAND COMPARISON APPROACH (ROUNDED):

$ 419,000

SECTION 29
RECONCILIATION AND FINAL VALUE ESTIMATE

Indicated Value of Subject by the Cost Approach	**Not Estimated**
Indicated Value of Subject by the Income Approach	**Not Estimated**
Indicated Value of Subject by the Direct Sales Comparison Approach	**$ 419,000**

The Cost Approach will not be used to estimate value, because there are no structural improvements to the subject property. This appraisal is of the subject vacant land.

The Income Approach will not be used to estimate value, because vacant land is seldom purchased for income production.

The Direct Sales Comparison Approach is believed to offer a good indication of value since it reflects current decisions of buyers in the marketplace. All weight is placed on the direct sales comparison approach.

ESTIMATED VALUE OF SUBJECT PROPERTY	$ 419,000
ROUNDED	**$ 420,000**

FIRREA STATEMENT

As per FIRREA bulletin #94-55, last updated June 7, 1994, the OCC, FRB, FDIC and OTS have agreed to reduce the original FIRREA supervisory appraisal standards from 14 to 5. The accompanying appraisal **does** meet or exceed the following FIRREA Standards:

1. Complies with Uniform Standards for Professional Appraisal Practice (USPAP).

2. Is sufficiently written and informative to support the institution's lending decision.

3. Analysis, deductions and/or discounts are appropriately discussed, when necessary.

4. Is based on the definition of Market Value as stated earlier in this appraisal.

5. This appraisal was performed by a State licensed or Certified appraiser.

MARK R. SCHWAB

Certified General Real Property Appraiser

Formal Education

Hennepin Technical College (Appraisal)	Eden Prairie, Minnesota
Anoka Technical College (Electrician)	Anoka, Minnesota
Harding High School	Saint Paul, Minnesota

Professional Education

14th Annual Market Trends	2012	Appraisal Institute
13th Annual Market Trends	2011	Appraisal Institute
USPAP Update	2011	Appraisal Institute
Analyzing Tenant Credit Risk	2011	Appraisal Institute
Architectural Tour - Target Field	2010	Appraisal Institute
Appraising Distressed Comm. RE	2009	Appraisal Institute
Supporting Capitalization Rates	2009	Appraisal Institute
Subdivision Valuation	2009	Appraisal Institute
USPAP Update	2009	Appraisal Institute
RE Finance, Statistics & Valuation	2008	Appraisal Institute
Appraising for Alternate Use	2008	Appraisal Institute
Office Building Valuation	2008	Appraisal Institute
USPAP Update	2007	Appraisal Institute
USPAP Update	2005	Appraisal Institute
Subdivision Valuation	2005	Appraisal Institute
Evaluating Commercial Construction	2005	Appraisal Institute
2004 Real Estate Trends	2004	Appraisal Institute
RE Investmt Analysis & Valuation I	2004	Appraisal Institute
RE Investmt Analysis & Valuation II	2004	Appraisal Institute
USPAP Update	2003	Appraisal Institute
DNR Appraisal Changes	2002	Department of Natural Resources
USPAP Update	2002	Prosource
Appraisal Consulting	2002	Appraisal Institute
Real Estate Trends	2002	Appraisal Institute
Damages: Assessment and Testimony	2001	McKissock Data Systems
Appraiser as Expert Witness	2001	McKissock Data Systems
2001 USPAP Review	2000	Prosource
Investment & Financial Analysis	2000	Prosource
2000 USPAP Review	1999	The Appraisal Foundation
Instructor Training	1999	The Appraisal Foundation
1999 USPAP Standards & Ethics Update	1998	Prosource
Basic Financial Training	1998	Prosource
Independent Contractor or Employee?	1998	Prosource
Business Planning for Appraisal Prof	1998	Prosource
Office and Retail Appraisal	1996	Prosource
Advanced Yield Capitalization	1996	Prosource
URAR Report (1993 Rev) Seminar	1994	Prosource
Market Data by Abstraction, Part 2	1994	MN Assoc of Prof Appraisers
Environmental Hazards	1994	MN Assoc of Prof Appraisers
Direct Capitalization, Part Two	1994	MN Assoc of Prof Appraisers
New Construction, Residential-1	1993	MN Assoc of Prof Appraisers
Retail and Shopping Center Trends	1993	MN Assoc of Prof Appraisers
Minnesota DNR Lakeshore Sales	1993	MN Assoc of Prof Appraisers
Direct Capitalization, Part One	1993	MN Assoc of Prof Appraisers
Principals of Market Abstraction	1993	MN Assoc of Prof Appraisers
Standards of Professional Practice	1992	Hennepin Technical College
Residential Real Estate Appraisal	1992	Hennepin Technical College
Commercial Blueprint Readings	1988	Anoka Technical College
Residential Blueprint Reading	1986	Anoka Technical College

Professional History

Real Estate Appraiser	1994-Present	State of Minnesota
Real Estate Appraiser	1998-2003	Western Wisconsin
Real Estate Appraiser	1992-1994	East Central Minnesota
Electrical Inspector; Honeywell	1979-1991	Minneapolis, Minnesota

Affiliations

Minnesota Association of Real Estate Appraisers
Minnesota Association of Professional Appraisers

Welcome to the Web site of
Anoka County
Minnesota

Property Account Summary

Current General Information	
Property ID	27-32-25-42-0015
Situs Address	14280 AZURITE ST NW , RAMSEY, MN 55303
Property Description	LOT 1 BLOCK 1 SUNFISH LAKE BUSINESS PARK 4TH, SUBJ TO EASE OF REC
Last Sale Price	
Last Sale Date	
Last Sale Document Type	
Linked Property Group Position	
Status	Active
Abstract/Torrens	All Torrens

Parties	
Role	Name
Owner	RAMSEY CITY OF

Document Recording Process Dates	
Abstract Documents Have Been Recorded Through	01/25/2013
Abstract Documents Have Been Mailed Through	01/25/2013
Torrens Documents Have Been Recorded Through	01/24/2013
Torrens Documents Have Been Mailed Through	01/24/2013

Active Certificates Of Title		
Type	Certificate Number	Certificate Date
CRTST CERTIFICATE OF TITLE - STANDARD	97074	10/22/2002
CRTST CERTIFICATE OF TITLE - STANDARD	113700	08/18/2008

Documents Recorded Within 30 Days Of "Recorded Through" Dates Above			
Type	Abstract/Torrens	Recorded Number	Recorded Date
No Documents Found			

Property Characteristics	
Lot Size	SE300*699*280*763

* Lot Size: Approximate lot size in feet, clockwise beginning with the direction the lot faces

Tax District Information	
City Name	RAMSEY
School District Number and Name	ANOKA-HENNEPIN SCHOOL DISTRICT #11

Property Classification		
Tax Year	Classification	
2012	5E-Exempt Properties	
2011	5E-Exempt Properties	

Property Values		
Tax Year	Description	Amount
2013	Est Market (MKTTL)	339,000
2013	Taxable Market (TMTV)	339,000
2013	Market Value Prior to Hstd Excl. (TMVP)	339,000
2013	Est Market Land (MKLND)	339,000
2012	Market Value Prior to Hstd Excl. (TMVP)	376,500
2012	Taxable Market (TMTV)	376,500

2012	Est Market (MKTTL)	376,500
2011	Taxable Market (TMTV)	395,900
2011	Est Market (MKTTL)	395,900

Tax Amounts for M1PR

Tax Year	Description	Amount
2012	Total Tax Amounts - Before Payments	0.00
2012	Special Assessments (Included in Total)	0.00

Payment History for Past Three Years

Date Paid	Tax Year	Principal	Interests, Penalties and Costs	Amount Paid
No Payment Records Found				

No Charges are currently due.

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Version 1.0.4367.23769

PROPERTY PROFILE: CITY OF RAMSEY

NUMBER: 27
ADDRESS: 14280 AZURITE ST NW
PID: 273225420015
LEGAL: Lot 1, Block 1, Sunfish Lake Business Park Fourth Addition, Anoka County, Minnesota
ACRES: 4.80
VALUATION: $376,500
ZONING: E1 Employment District
MUSA: Yes
GIS IMAGE:

DESCRIPTION: The subject property is located on the north side of Azurite Street and the east side of Bunker Lake Boulevard. This property is zoned Employment District, it is surrounded by manufacturing, and is part of the Sunfish Lake Business Park. The City acquired the subject property from Waste Management in 1991.

WETLAND: No reason to use property for wetland banking. There are no issues with stormwater/ drainage that would make this property unusable; or, effect adjacent properties.

City of Ramsey

COMMUNITY PROFILE

BACKGROUND:

Located in the Twin Cities Metro, the City of Ramsey enjoys many of the amenities of a large city while retaining the benefits of a small community.

EDA

Ramsey EDA
The primary objective of the Economic Development Commission is to aid, assist and promote the growth and expansion of commercial, retail and industrial development in the City of Ramsey.

Quick Facts

DEMOGRAPHICS:

- 2010 Population 23,668 (23% increase, #1 in Anoka)
- Median Household Income: 76,560
- Unemployment: 8.6%

LABOR MARKET:

- Labor Force: 14,577
- Over 10,000 peoples between ages 20-49 (over 50%)
- 2,000 manufacturing jobs in 2011 (30.5%)
- Over 600 existing businesses & non-profit organizations

EDUCATION:

- Over 50 universities located within 50 miles (Anoka Technical College)

UTILITIES:

- Electric Provider: Connexus Energy
- Gas Provider: CenterPoint Energy
- Water/Sewer: City of Ramsey

Source: Minnesota Department of Employment and Economic Development, 2012

City of RAMSEY

Patrick Brama, Management Analyst

PHONE: 763-433-9903 **EMAIL:** pbrama@ci.ramsey.mn.us
ADDRESS: 7550 Sunwood Drive, Ramsey, MN 55303

Full Community Details (Ramsey, Minnesota)

People	
Population	24,097
Labor Force	14,664
Job Growth Rate	25.04%
Unemployment Rate	7.45%
Median Age	34.32

Labor Force	
Bachelors Degree or higher	26.73%
High School Degree or higher	94.35%
White Collar Workers	51%
Blue Collar Workers	48%
Universities in Community	0
Universities in Community + 50 miles	53
Community Colleges in Community	1
Community Colleges in Community + 50 miles	12

Budgets	
Household Expenditures (Average)	64,639
Household Income (Median)	81,357
Home Values	233,600

Transportation	
Commute Travel Time (minutes)	29
International Airports in Community	0
International Airports in Community + 50 miles	1
Domestic Airports in Community	0
Domestic Airports in Community + 50 miles	1
Distance to Interstate (miles)	4
Distance to Rail (miles)	In Community
Latitude	45.2618587751
Longitude	-93.4493853035

Overview

The City of Ramsey is a northwestern Twin Cities metropolitan city that has much to offer to businesses, residents and visitors. Ramsey is currently involved in developing an exciting transit oriented project called Ramsey Town Center that will include housing, commercial, office and mixed use elements. US Trunk Highway 10, which is the fastest growing corridor in the State of Minnesota and second fastest in the nation, runs through the heart of Ramsey and possesses great development potential. The City of Ramsey is bordered entirely on the south and east by the scenic beauty of the Mississippi and Rum Rivers. Many parks and an extensive trail system are readily accessible to residents, visitors and the workforce. Ramsey is an exciting community that has unlimited potential.

Population

1990 Census	12,408
2000 Census	18,510

Electricity

Provider Name	Connexus Energy
Phone	763-323-2650
Website	www.connexusenergy.com
Contact	Connexus Energy
Contact Phone	763-323-2650

Natural Gas

Provider Name	CenterPoint Energy Minnegasco
Phone	612-372-4664
Website	www.minnegasco.centerpointenergy.com
Contact	CenterPoint Energy
Contact Phone	612-372-4664

Labor Force Report (Ramsey, Minnesota)

Total Establishments
588

Total Employees
6,524

Total Establishments by Size (2012)	TOTAL	%
1-4 Employees	327	55.61
5-9 Employees	111	18.88
10-19 Employees	70	11.90
20-49 Employees	53	9.01
50-99 Employees	17	2.89
100-249 Employees	7	1.19
250-499 Employees	3	0.51
500-999 Employees	0	0.00
1000+ Employees	0	0.00

Total Employees by Major SIC (2012)	TOTAL	%
Agricultural, Forestry, Fishing (SIC Range 01-09)	108	1.66
Mining (SIC 10-14)	0	0.00
Construction (SIC 15-17)	658	10.09
Manufacturing (SIC 20-39)	2,047	31.38
Transportation and Communications (SIC 40-49)	507	7.77
Wholesale Trade (SIC 50-51)	359	5.50
Retail Trade (SIC 52-59)	1,043	15.99
Finance, Insurance And Real Estate (SIC 60-69)	245	3.76
Services (SIC 70-89)	1,393	21.35
Public Administration (SIC 90-98)	143	2.19
Unclassified (SIC 99)	21	0.32

Total Businesses by Establishment Type (2012)	TOTAL	%
Agriculture, Forestry and Fishing	2	0.34
Agricultural Services	18	3.06
Coal and Ore Mining	0	0.00
Oil and Gas	0	0.00
General Construction	32	5.44
Heavy Construction	67	11.39
Food Manufacturing	0	0.00
Tobacco Manufacturing	0	0.00
Textile Mills	1	0.17
Apparel and Textile Manufacturing	2	0.34
Lumber and Wood Production	3	0.51
Furniture Manufacturing	1	0.17
Paper Manufacturing	3	0.51
Printing and Publishing	5	0.85
Chemicals	0	0.00
Petroleum Refining	1	0.17
Rubber and Plastics	2	0.34
Leather Manufacturing	0	0.00
Stone, Glass, and Concrete	0	0.00
Metals Fabrication	11	1.87
Machinery and Equipment Manufacturing	47	7.99
Transportation	9	1.53
Travel Services	1	0.17
Transport Services	1	0.17
Communications	3	0.51
Utilities	4	0.68
Durables Wholesale	32	5.44
Non Durables Wholesale	7	1.19
Building Materials, Hardware and Garden	16	2.72
General Merchandise Stores	4	0.68
Food Markets	3	0.51
Convenience Stores	5	0.85
Other Food Stores	1	0.17
Auto Dealers and Gas Stations	24	4.08
Clothing Stores	3	0.51
Furniture Stores	8	1.36
Home Furnishings	4	0.68
Electronics and Computer Stores	3	0.51
Music Stores	0	0.00
Restaurants	11	1.87
Other Food Service	8	1.36
Bars	0	0.00
Drug Stores	1	0.17

Total Employees by Establishment Type (2012)	TOTAL	%
Agriculture, Forestry and Fishing	51	0.78
Agricultural Services	57	0.87
Coal and Ore Mining	0	0.00
Oil and Gas	0	0.00
General Construction	164	2.51
Heavy Construction	494	7.57
Food Manufacturing	0	0.00
Tobacco Manufacturing	0	0.00
Textile Mills	5	0.08
Apparel and Textile Manufacturing	2	0.03
Lumber and Wood Production	60	0.92
Furniture Manufacturing	10	0.15
Paper Manufacturing	114	1.75
Printing and Publishing	29	0.44
Chemicals	0	0.00
Petroleum Refining	5	0.08
Rubber and Plastics	60	0.92
Leather Manufacturing	0	0.00
Stone, Glass, and Concrete	0	0.00
Metals Fabrication	201	3.08
Machinery and Equipment Manufacturing	1,561	23.93
Transportation	49	0.75
Travel Services	2	0.03
Transport Services	2	0.03
Communications	23	0.35
Utilities	431	6.61
Durables Wholesale	238	3.65
Non Durables Wholesale	121	1.85
Building Materials, Hardware and Garden	113	1.73
General Merchandise Stores	6	0.09
Food Markets	76	1.16
Convenience Stores	86	1.32
Other Food Stores	2	0.03
Auto Dealers and Gas Stations	183	2.81
Clothing Stores	13	0.20
Furniture Stores	86	1.32
Home Furnishings	27	0.41
Electronics and Computer Stores	8	0.12
Music Stores	0	0.00
Restaurants	184	2.82
Other Food Service	122	1.87
Bars	0	0.00
Drug Stores	4	0.06

Liquor Stores	4	0.68	Liquor Stores	25	0.38
Specialty Stores	12	2.04	Specialty Stores	98	1.50
Catalog and Direct Sales	1	0.17	Catalog and Direct Sales	10	0.15
Banks and Financial Institutions	12	2.04	Banks and Financial Institutions	102	1.56
Insurance Carriers	0	0.00	Insurance Carriers	0	0.00
Insurance Agents and Brokers	11	1.87	Insurance Agents and Brokers	61	0.94
Real Estate	20	3.40	Real Estate	82	1.26
Hotels and Lodging	2	0.34	Hotels and Lodging	33	0.51
Dry Cleaning and Laundry	2	0.34	Dry Cleaning and Laundry	22	0.34
Beauty and Barber Shops	6	1.02	Beauty and Barber Shops	37	0.57
Other Personal Service	5	0.85	Other Personal Service	12	0.18
Advertising	1	0.17	Advertising	60	0.92
Computer Services	5	0.85	Computer Services	18	0.28
Other Business Services	33	5.61	Other Business Services	282	4.32
Auto Repair/Services	21	3.57	Auto Repair/Services	108	1.66
Miscellaneous Repair Services	11	1.87	Miscellaneous Repair Services	23	0.35
Motion Pictures	5	0.85	Motion Pictures	5	0.08
Entertainment and Recreation Services	9	1.53	Entertainment and Recreation Services	161	2.47
Health and Medical Services	18	3.06	Health and Medical Services	165	2.53
Hospitals	2	0.34	Hospitals	6	0.09
Legal Services	1	0.17	Legal Services	2	0.03
Primary and Secondary Education	3	0.51	Primary and Secondary Education	248	3.80
Colleges and Universities	0	0.00	Colleges and Universities	0	0.00
Social Services	2	0.34	Social Services	6	0.09
Child Care Services	6	1.02	Child Care Services	36	0.55
Museums and Zoos	1	0.17	Museums and Zoos	2	0.03
Membership Organizations	15	2.55	Membership Organizations	81	1.24
Professional Services	20	3.40	Professional Services	83	1.27
Government	5	0.85	Government	143	2.19
Unclassified Establishments	10	1.70	Unclassified Establishments	21	0.32

Total Employees by Occupation (2012)		
	TOTAL	%
Executive, Managers, and Administrators	665	10.19
Business and Financial Operations	235	3.60
Computer and Mathematical Occupations	113	1.73
Architecture and Engineering	206	3.16
Life/Physical/Social Science Occupations	36	0.55
Community and Social Services	53	0.81
Legal	25	0.38
Education/Training/Library	231	3.54
Health Diagnosing and Treating Practitioners	78	1.20
Health Technologists/Technicians	37	0.57
Healthcare Support	42	0.64
Protective Services	50	0.77
Food Preparation/Serving	211	3.23
Building and Grounds Maintenance	230	3.53
Personal Care and Service	160	2.45
Sales	743	11.39
Office and Administrative Support	817	12.52
Farming/Fishing/Forestry	61	0.94
Construction and Extraction	535	8.20
Installation/Maintenance and Repair Workers	270	4.14
Production Workers	1,183	18.13
Transportation Workers	203	3.11
Material Moving	237	3.63

Source: Applied Geographic Solutions, 2012

Demographics Report (Ramsey, Minnesota)

Population (2012)	TOTAL
Population (2012)	24,097

Population (2017)	TOTAL
Population (2017)	25,047

Sex (2012)	TOTAL	%
Male	12,111	50.26
Female	11,986	49.74

Sex (2017)	TOTAL	%
Male	12,567	50.17
Female	12,480	49.83

Age Distribution (2012)	TOTAL	%
0-4	1,752	7.27
5-9	1,825	7.57
10-19	3,812	15.82
20-29	2,867	11.9
30-39	3,437	14.26
40-49	3,839	15.93
50-59	3,395	14.09
60-64	1,341	5.57
65+	1,829	7.59

Age Distribution (2017)	TOTAL	%
0-4	1,764	7.04
5-9	1,755	7.01
10-19	3,779	15.09
20-29	3,275	13.08
30-39	3,286	13.12
40-49	3,462	13.82
50-59	3,673	14.66
60-64	1,627	6.5
65+	2,426	9.69

Race Distribution (2012)	TOTAL	%
White	21,812	90.52
Black	748	3.1
American Indian	128	.53
Asian	635	2.64
Pacific Islander	6	.02
Other	30	.12
Multirace	738	3.06
Hispanic	624	2.59

Race Distribution (2017)	TOTAL	%
White	21,931	87.56
Black	951	3.8
American Indian	179	.71
Asian	769	3.07
Pacific Islander	6	.02
Other	44	.18
Multirace	1,167	4.66
Hispanic	750	2.99

Total Households (2012)	TOTAL	%
Households	8,135	
Families	6,565	80.7

Total Households (2017)	TOTAL	%
Households	8,368	
Families	6,745	80.6

Household Income Distribution (2012)	TOTAL	%
<$10 K	80	.98
$10-$20K	279	3.43
$20-$30K	246	3.02
$30-$40K	443	5.45
$40-$50K	583	7.17
$50-$60K	687	8.44
$60-$75K	1,139	14
$75-$100K	1,939	23.84
> $100K	2,739	33.67

Household Income Distribution (2017)	TOTAL	%
<$10 K	77	.92
$10-$20K	221	2.64
$20-$30K	262	3.13
$30-$40K	361	4.31
$40-$50K	429	5.13
$50-$60K	536	6.41
$60-$75K	914	10.92
$75-$100K	1,907	22.79
> $100K	3,661	43.75

Labor Force Status (2012)	TOTAL	%
Labor Force	14,664	
Employed	13,557	92.45
Unemployed	1,093	7.45
In Armed Forces	14	
Not In Labor Force	3,518	

Labor Force Status (2017)	TOTAL	%
Labor Force	15,551	
Employed	14,670	94.33
Unemployed	865	5.56
In Armed Forces	16	
Not In Labor Force	3,700	

Total Number of Housing (2012)	TOTAL	%
Total Dwellings	8,399	
Owner-Occupied Dwellings	7,382	90.74
Renter-Occupied Dwellings	753	9.26
Housing Units Occupied	8,135	96.86

Total Number of Housing (2017)	TOTAL	%
Total Dwellings	8,617	
Owner-Occupied Dwellings	7,452	89.05
Renter-Occupied Dwellings	916	10.95
Housing Units Occupied	8,368	97.11

Education Attainment (2012)		
	TOTAL	%
Population Age 25+	15,300	
< Grade 9	389	2.54
Grade 9-12	476	3.11
High School	4,164	27.22
Some College	4,144	27.08
Assoc Degree	2,038	13.32
Bach Degree	3,127	20.44
Grad Degree	962	6.29

Education Attainment (2017)		
	TOTAL	%
Population Age 25+	16,020	
< Gr 9	409	2.55
Gr 9-12	500	3.12
High School	4,368	27.27
Some College	4,343	27.11
Assoc Degree	2,137	13.34
Bach Degree	3,259	20.34
Grad Degree	1,004	6.27

Size of Household (2012)		
	TOTAL	%
1 Person	1,122	13.79
2 Person	2,701	33.2
3 Person	1,560	19.18
4 Person	1,644	20.21
5 Person	726	8.92
6+ Person	245	3.01

Size of Household (2017)		
	TOTAL	%
1 Person	1,159	13.85
2 Person	2,784	33.27
3 Person	1,604	19.17
4 Person	1,686	20.15
5 Person	744	8.89
6+ Person	245	2.93

Source: Applied Geographic Solutions, 2012

Consumer Spending Report (Ramsey, Minnesota)

Consumer Expenditures (2012)		
$ PER HOUSEHOLD		TOTAL $000'S
Apparel		
Totals:	$3,081	$25,069
Men's Apparel	$592	$4,824
Boys' Apparel	$149	$1,213
Women's Apparel	$1,015	$8,258
Girls' Apparel	$209	$1,703
Infants Apparel	$139	$1,138
Footwear	$473	$3,848
Apparel Services and Accessories	$502	$4,086
Education		
Totals:	$1,607	$13,079
Books And Supplies	$225	$1,838
Tuition	$1,381	$11,240
Entertainment		
Totals:	$3,661	$29,786
Fees And Admissions	$987	$8,037
Video And Audio Equipment	$1,229	$10,004
Recreational Equipment And Supplies	$1,443	$11,745
Food and Beverages		
Totals:	$9,692	$78,847
Food At Home	$4,895	$39,822
Food Away From Home	$4,042	$32,889
Alcoholic Beverages	$754	$6,136
Health Care		
Totals:	$3,771	$30,680
Health Care Insurance	$1,821	$14,814
Health Care Services	$907	$7,385
Health Care Supplies And Equipment	$1,042	$8,482
Household Furnishings		
Totals:	$2,982	$24,259
Household Textiles	$206	$1,677
Furniture	$824	$6,704
Floor Coverings	$106	$867
Major Appliances	$333	$2,713
Housewares And Small Appliances	$1,511	$12,298
Shelter		
Totals:	$12,502	$101,709
Mortgage Interest	$5,404	$43,968
Property Taxes	$2,289	$18,627
Miscellaneous Owned Dwelling Costs	$1,730	$14,080
Rental Costs	$2,297	$18,687
Other Lodging	$780	$6,347
Household Operations		
Totals:	$2,415	$19,646
Babysitting And Elderly Care	$564	$4,593
Household Services	$434	$3,534
Alimony And Child Support	$344	$2,802
Household Supplies	$1,071	$8,717
Miscellaneous Expenses		
Totals:	$1,055	$8,588
Legal And Accounting	$127	$1,039
Funeral And Cemetery	$117	$953
Finance Charges Excluding Mortgage And Vehicle	$680	$5,534
Other Miscellaneous Expenses	$130	$1,063

Consumer Expenditures (2012), Cont'd		
$ PER HOUSEHOLD		TOTAL $000'S
Personal Care		
Totals:	$932	$7,585
Hair Care	$71	$586
Electric Personal Care Appliances	$18	$150
Personal Care Services	$624	$5,080
Personal Care Products	$217	$1,769
Reading		
Totals:	$210	$1,716
Newspapers	$90	$735
Magazines	$43	$352
Books	$77	$629
Tobacco		
Totals:	$379	$3,088
Cigarettes	$341	$2,779
Other Tobacco Products	$38	$309
Transportation		
Totals:	$13,150	$106,980
New Vehicle Purchase	$3,586	$29,173
Used Vehicle Purchase	$1,992	$16,206
Motorcycles (New And Used)	$99	$806
Vehicle Finance Charges	$632	$5,141
Gasoline And Oil	$2,878	$23,418
Vehicle Repair And Maintenance	$1,002	$8,156
Vehicle Insurance	$1,456	$11,847
Public Transportation	$754	$6,141
Other Transportation Costs	$748	$6,092
Utilities		
Totals:	$4,322	$35,160
Natural Gas	$607	$4,942
Electricity	$1,559	$12,686
Fuel Oil And Other Fuels	$164	$1,342
Telephone Service	$1,481	$12,054
Other Utilities	$508	$4,137
Gifts		
Totals:	$1,753	$14,261
Gifts Of Apparel	$348	$2,836
Gifts Of Apparel Accessories	$43	$353
Gifts Of Education	$351	$2,856
Gifts Of Recreation	$119	$969
Gifts Of Food And Beverages	$164	$1,338
Gifts Of Household Furnishings And Equipment	$286	$2,330
Gifts Of Household	$73	$598
Gifts Of Transportation	$96	$788
Gifts Elsewhere Unspecified	$269	$2,193
Personal Insurance		
	$685	$5,574
Contributions		
	$2,435	$19,813

Source: Applied Geographic Solutions, 2012

Report provided by the State of Minnesota http://statemn.zoomprospector.com

Gmail by Google

Mark Schwab< mrsinc55@gmail.com>

Restricted appraisal order

1 message

Patrick Brama< pbrama@ci.ramsey.mn.us> Tue, Jan 22, 2013 at 5:27 PM
To: "Mrsinc55@gmail.com" <Mrsinc55@gmail.com>

Mark,

Per our phone conversation--

We are a "go" for a restricted appraisal on the City owned commercial property in Ramsey. The City was quoted $1,200 dollars, and is expecting a reply in the next 3-4 weeks.

I sent the specs in a different email, located off Azurite, 4.8 acres (about).

Thanks,

Patrick Brama
City of Ramsey
763-433-9903
Sent from my iPhone

REGISTERED ABSTRACTERS, INC.
2115 NORTH THIRD AVENUE
ANOKA, MN 55303

TO: Bill Goodrich
2140 Fourth Avenue N
Anoka, MN 55303
Bill Goodrich

YOUR FILE NUMBER: CITY OF RAMSEY
OUR FILE NUMBER: A11-08015
LEGAL DESCRIPTION: Lot 1, Block 1, Sunfish Lake Business Park Fourth Add.
DATE: 08/08/2011

PLEASE FIND THE FOLLOWING ATTACHED:

X	*Our Statement*
	Tract check
X	*Owners & Encumbrance Report*
	Abstract of Title
	Registered Property Abstract
	Name Searches
X	*Copies of Documents*

SPECIAL INSTRUCTIONS:

BY: Karri B
Registered Abstracters, Inc.

Remit Payment To:
Registered Abstracters, Inc.
2115 North Third Avenue
Anoka, MN 55303

INVOICE

Billed To:
Bill Goodrich
2140 Fourth Avenue N
Anoka, MN 55303

Invoice Date: August 8, 2011
Please Pay Before: August 19, 2011
Our File Number: A11-08015
Your Reference Number: CITY OF RAMSEY

Property:
14280 Azurite Street NW
Ramsey, MN 55303
Anoka County

Brief Legal: Lot 1, Block 1, Sunfish Lake Business Park Fourth Add.

DESCRIPTION	AMOUNT
O&E Report Service Fee	125.00
Invoice Total Amount Due	**$ 125.00**

ATTN: Bill Goodrich
PIN No.: 27-32-25-42-0015

(A11-08015.PFD/A11-08015/1)

REGISTERED ABSTRACTERS, INC.

REPORT OF RECORD OWNERSHIP AND ENCUMBRANCES

File Number: A11-08015

Legal Description: Lot 1, Block 1, Sunfish Lake Business Park Fourth Addition, Anoka County, Minnesota

Torrens Property - Certificate Number: 113700 (Covers Additional Land)
PIN #: 27-32-25-42-0015

I. Registered Abstracters, Inc. does hereby certify that as of the **26th day of July, 2011, at 8 A.M.** the records in the office of the Registrar of Titles in and for Anoka County, Minnesota, discloses as grantee in the last recorded conveyance to the above captioned property by **Limited Warranty Deed** recorded on **November 19, 2001, as Document No. 384535** the following:

The City of Ramsey, a Minnesota municipal corporation

II. The above captioned property appears to be subject to the following Recitals:

Subject to drainage and utility easements as shown on the plat, Sunfish Lake Business Park Fourth Addition, filed as Document No. 493539.001 on November 28, 2007.

Subject to County of Anoka the Right of Access onto County State Aid Highway No. 116 as shown on the plat, Sunfish Lake Business Park Fourth Addition, filed as Document No. 493539.001 on November 28., 2007.

Subject to drainage and utility easements as shown on the plat, Sunfish Lake Business Park Second Addition, filed as Document No. 484366.001 on September 7, 2005.

Subject to drainage and utility easements as shown on the plat, Sunfish Lake Business Park, filed as Document No. 408857 on October 9, 2007.

III. The above captioned property appears to be subject to the following encumbrances:
(SEE ATTACHED DOCUMENTS)

DOCUMENT NUMBER	DOCUMENT TYPE	FILED DATE
*308554	Easement	March 11, 1998
*308555	Declaration	March 11, 1998
*308557	Agreement	March 11, 1998
*493598.004	Agreement	December 5, 2007

*Governing Documents are not attached. Copies will be provided upon Request at an additional charge.
Also subject to assessments, if any, and any easements of record.

REGISTERED ABSTRACTERS, INC.

BY_____

(Authorized Signature)

KB

This report is an Ownership and Encumbrance Report, which only cites matters appearing in the public records of Anoka County, Minnesota and is not to be construed as an Opinion of Title. Registered Abstracters, Inc. disclaims any liability for errors or omissions.

File Number: A11-08015

REGISTERED ABSTRACTERS, INC. CERTIFIES that it has made a search of the records in the office of the County Recorder in and for Anoka County, Minnesota, and finds no unsatisfied notices of Internal Revenue Tax Liens for the last eleven years, no unsatisfied notices of State Tax Liens, no unsatisfied notices of Federal Judgments for the last twenty years, and no Bankruptcy Proceedings filed or recorded in said office against the names hereon, between the dates set opposite the respective names, except as shown herein.

REGISTERED ABSTRACTERS, INC. FURTHER CERTIFIES that it has made a search of the Judgment Lien Docket in the following named Courts.

District Court, Tenth Judicial District, Anoka County, MN,
County Court, Tenth Judicial District, Anoka County, MN,

and finds no unsatisfied judgments appearing therein against the names hereon between the dates set opposite the respective names, except as shown hereof.

No search made as to the parties the middle initial of whose name is other than as stated below.

NAMES	DATES	
The City of Ramsey, a Minnesota Municipal Corporation	July 25, 2000	July 26, 2011

REGISTERED ABSTRACTERS, INC.

BY _____
(Authorized Signature)

KB

CERTIFICATE OF REAL ESTATE TAXES

REGISTERED ABSTRACTERS, INC., CERTIFIES that it has made a search of the General Tax Books of Anoka County, Minnesota for taxes assessed against the following described lands:

Same land as described at caption hereof.

and according to the Current General Tax Books maintained by the Anoka County Treasurer for real estate taxes payable in the year **2011** are listed below:

Pin #:	**27-32-25-42-0015**
Municipality:	**Ramsey**
Homestead Credit:	**EXEMPT**
Special Assessments:	**NONE**
TOTAL TAXES AND ASSESSMENTS:	**EXEMPT**

and said company further certifies there are no Delinquent real estate taxes or unredeemed Tax Judgment Certificates against the above described property according to the Anoka County Auditor except as follows:

NONE

LIMITED WARRANTY DEED (Corporation or Partnership to Corporation or Partnership)

384535

1621212

No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. Nov 19, 20 01

Maureen J. Devine
County Auditor

By
Deputy

State Deed Tax Due Hereon: $ 5471.15

Date: November 14, 2001

(reserved for recording date)

FOR VALUABLE CONSIDERATION, Waste Management of Minnesota, Inc., a Minnesota Corporation, a Corporation under the laws of Minnesota, Grantor, hereby conveys and quitclaims to The City of Ramsey, a Municipal Corporation, under the Laws of the State of Minnesota, real property in Anoka County, Minnesota, described as follows:

See Attached Legal Description

Together with all hereditaments and appurtenances belonging thereto, subject to: (a)Covenants, conditions, easements and restrictions of record, particularly, as created by the Landfill Cleanup Agreement between Waste Management of Minnesota, Inc. and The Commissioner of the Minnesota Pollution Control Agency pursuant to Minn. Stat. 115B.39-115B.46; (b) Encroachments, if any, which do not interfere with Purchaser's use and enjoyment of the Property; (c) General real estate taxes and installments of special assessments due after the date of closing; (d) Declaration of Restrictions and Covenants made October 15, 1997 by Waste Management of Minnesota, Inc. and recorded in Abstract March 11, 1998 as Document No. 1326784 and as registered in Torrens as Document 308555, which Declaration provides in pertinent part that the Minnesota Pollution Control Agency shall have access to the Property, the Owner shall cooperate with clean-up efforts, and that no new or additional drinking water wells shall be installed in or on the Property without the written approval of the Commissioner and the Minnesota Department of Health. This deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property EXCEPT: NONE

Check if applicable:
( ) The Seller certifies that the seller does not know of any wells on the described real property.
(x) A well disclosure certificate accompanies this document.
(x) I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

WASTE MANAGEMENT OF MINNESOTA, INC.,
a Minnesota Corporation

Gregory J. Mika
Senior Real Estate Project Manager

STATE OF ILLINOIS)
) SS:
COUNTY OF DU PAGE)

The foregoing was acknowledged before me this 14 day of November, 2001, by Gregory J. Mika the Senior Real Estate Project Manager of Waste Management of Minnesota, Inc. a Minnesota Corporation, a Corporation under the laws of Minnesota, on behalf of the corporation.

Deborah Nendick

"OFFICIAL SEAL"
DEBORAH NENDICK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/10/2002

3-10-02

This Instrument Was Drafted By:

Gregory J. Constantino
GOLDSTINE, SKRODZKI, RUSSIAN
NEMEC & HOFF, LTD
The Prairie Building
835 McClintock Drive
Burr Ridge, IL 60521

Tax Statements for the real property described
In this instrument should be sent to:

The City of Ramsey
15153 Northern Blvd. NW
Ramsey, Minnesota 55303

REGISTERED ABSTRACTORS, INC.
[illegible] Third Avenue
Anoka, MN 55303
T01-10255

EXHIBIT "A"

Tract A and C, Registered Land Survey No. 189

AND ALSO

The Northeast Quarter of the Southeast Quarter, Section 27, Township 32, Range 25, EXCEPT the following described three tracts:

1. The East 500 feet of that part of said Northeast Quarter of the Southeast Quarter lying South of the North 750 feet of said Northeast Quarter of the Southeast Quarter, as measured along the north and east line of said Northeast Quarter of the Southeast Quarter.

2. The South 250 feet of the North 750 feet of the East 871 feet of said Northeast Quarter of the Southeast Quarter, as measured along the east and north line of said Northeast Quarter of the Southeast Quarter.

3. That part of Parcel 4, ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 1, lying north of Parcel 5, said plat. That part of Parcel 4, ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 1, lying south of Parcel 5, said plat.

TOGETHER WITH EASEMENTS FOR ROAD PURPOSES OVER THE NORTH 33 FEET AND OVER THE EAST 93 FEET OF:

The South 250 feet of the North 750 feet of the East 871 feet of the N 1/2 of the Southeast 1/4 of Section 27, Township 32 North of Range 25, West

AND

The East 500 feet of the South 200 feet of the Northeast Quarter of the Southeast Quarter of Section 27, Township 32 North of Range 25.

Together with an easement for road purposes over the East 63 feet as reserved in Warranty Deed filed as Doc. #87586 on October 16, 1975 over the East 500 feet of the NE 1/4 of the SE 1/4 of Section 27, Township 32 North of Range 25 West EXCEPT the South 400 feet and except the North 750 feet.

AND

The North 200 feet of the South 400 feet of the East 500 feet of the NE 1/4 of the SE 1/4 of Section 27, Township 32 North of Range 25 West.

AND ALSO

The East 500 feet of the South 200 feet (as measured along the East and South lines respectively) of the Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4) of Section numbered Twenty-seven (27), Township Thirty-Two (32) North of Range Twenty-five (25) West.

CONTINUED....

AND ALSO

That part of Government Lot 3, Section 26, Township 32, Range 25 that is described as follows: Beginning at a point on the west line of said Government Lot 3, 220 feet south to the northwest corner thereof proceeding thence south along said west line to a point which is 802 feet south of the northwest corner of said Lot 3 proceeding then east and parallel to the north line of said Government Lot 3 to the shore of Sunfish Lake proceeding thence northerly along the shore of Sunfish Lake to a point east of the point of beginning herein as measured on a line parallel with the north line of said Lot 3 proceeding thence west and parallel to the north line of said Government Lot 3 to the point of beginning. Except Parcel 8, Anoka County Highway Right-of-Way Plat No. 1.

AND ALSO

Government Lot 1, Section 26, Township 32, Range 25, EXCEPT that part described as follows: Beginning at the northwest corner of said Section; thence south 280 feet along the westerly section line; thence east at right angles to the shore of Sunfish Lake: thence northerly along said shoreline to the north line of said Section; thence westerly along said north line to the point of beginning. Also EXCEPT that part described as follows: Beginning at a point on the west line of said Government Lot 280 feet south of the northwest corner of said Section; thence south along said west line 255 feet; thence east at right angle 485.55 feet more or less to the shoreline of Sunfish Lake; thence northeasterly along said shoreline to its intersection with a line drawn at right angle to said west line from the point of beginning; thence west along said line 665.36 feet more or less to the point of beginning except that part platted as Anoka County Highway Right-of Way Plat No. 1.

AND ALSO

That part of Government Lot 3, Section 26, Township 32, Range 25 described as follows: Commencing at the northwest corner of Government Lot 3 and proceeding thence south along the west line of Government Lot 3 a distance of 220 feet; thence east and parallel to the south line of Government Lot 3 to the shore of Sunfish Lake; thence northwesterly along the shore of Sunfish Lake to the north line of Government Lot 3; thence west along the north line of Government Lot 3 to the point of beginning; except a strip for road described in Book 60 of Deeds, Page 86 and also except that part platted as Anoka County Highway Right-of-Way Plat No. 1.

TORRENS

Receipt # 1110913/5575.15 ☐ Certified Copy Date Mailed
Date/Time: Nov 19, 16:30 ☐ Tax Liens / Releases
Doc. Order 1 of 1 ☐ Multi-Co Doc Tax Pd
✓ by: Recordability: QK ☑ Transfer ☐ New Desc.
Filing Fees: ~~$99.00~~ 46.00 ☐ Division ☐ GAC
Well Certificate Received this Date: 11/19/01 ☐ Status ☐ Def. Spec
Refund Rect # ____ (130th) ☐ Other ☐ No Change
Notes: DS Form
From Cert. # See below C # of New Certs.: 2 Comp. Entry ____
Tract Typed ____ Updated: ____/____ Comp. Complete ____

BK 266 PG 61560 NO 61560
266 94440 94440

266 62641 62641
266 94441 94441

DOCUMENT NO. 384535.0 TORRENS

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE FOR RECORD ON NOV 19 2001 AT 4:30 PM AND WAS DULY RECORDED. FEES AND TAXES IN THE AMOUNT OF $5575.15 PAID.

RECEIPT NO. 2001110913
MAUREEN J. DEVINE
ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES
GKE
BY ____
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

ABSTRACT

Receipt # 111069 16/30 ☐ Certified Copy Date Mailed
Date/Time: 11/19, 16:30 ☐ Tax Liens / Releases
Doc. Order 1 of 1 ☐ Multi-Co Doc Tax Pd
✓ by: Pins: QK ☑ Transfer ☐ New Desc.
Recordability / Delqs: QK ☐ Division ☐ GAC
Filing Fees: 30.00 ☐ Status ☐ Def. Spec
Well Certificate Received this Date: ____ ☐ Other ☐ No Change
Anoka County Recorder
Notes: DS Form

DOCUMENT NO. 1621212.0 ABSTRACT

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE FOR RECORD ON NOV 19 2001 AT 4:30 PM AND WAS DULY RECORDED. FEES AND TAXES IN THE AMOUNT OF $30.00 PAID.

RECEIPT NO. 2001110916
MAUREEN J. DEVINE
ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES
GKE
BY ____
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

51

384535.0 TORRENS
REGISTERED ABSTRACTERS
2115 3RD AVE N
ANOKA, MN 55303

FILE IN TORRENS

PROPERTY PROFILE: CITY OF RAMSEY

NUMBER: 27
ADDRESS: 14280 AZURITE ST NW
PID: 273225420015
LEGAL: Lot 1, Block 1, Sunfish Lake Business Park Fourth Addition, Anoka County, Minnesota
ACRES: 4.80
VALUATION: $376,500
ZONING: E1 Employment District
MUSA: Yes
GIS IMAGE:

DESCRIPTION: The subject property is located on the north side of Azurite Street and the east side of Bunker Lake Boulevard. This property is zoned Employment District, it is surrounded by manufacturing, and is part of the Sunfish Lake Business Park. The City acquired the subject property from Waste Management in 1991 and is subject to various environmental restrictions due to its proximity to the landfill.

WETLAND: No reason to use property for wetland banking. There are no issues with stormwater/ drainage that would make this property unusable; or, effect adjacent properties.

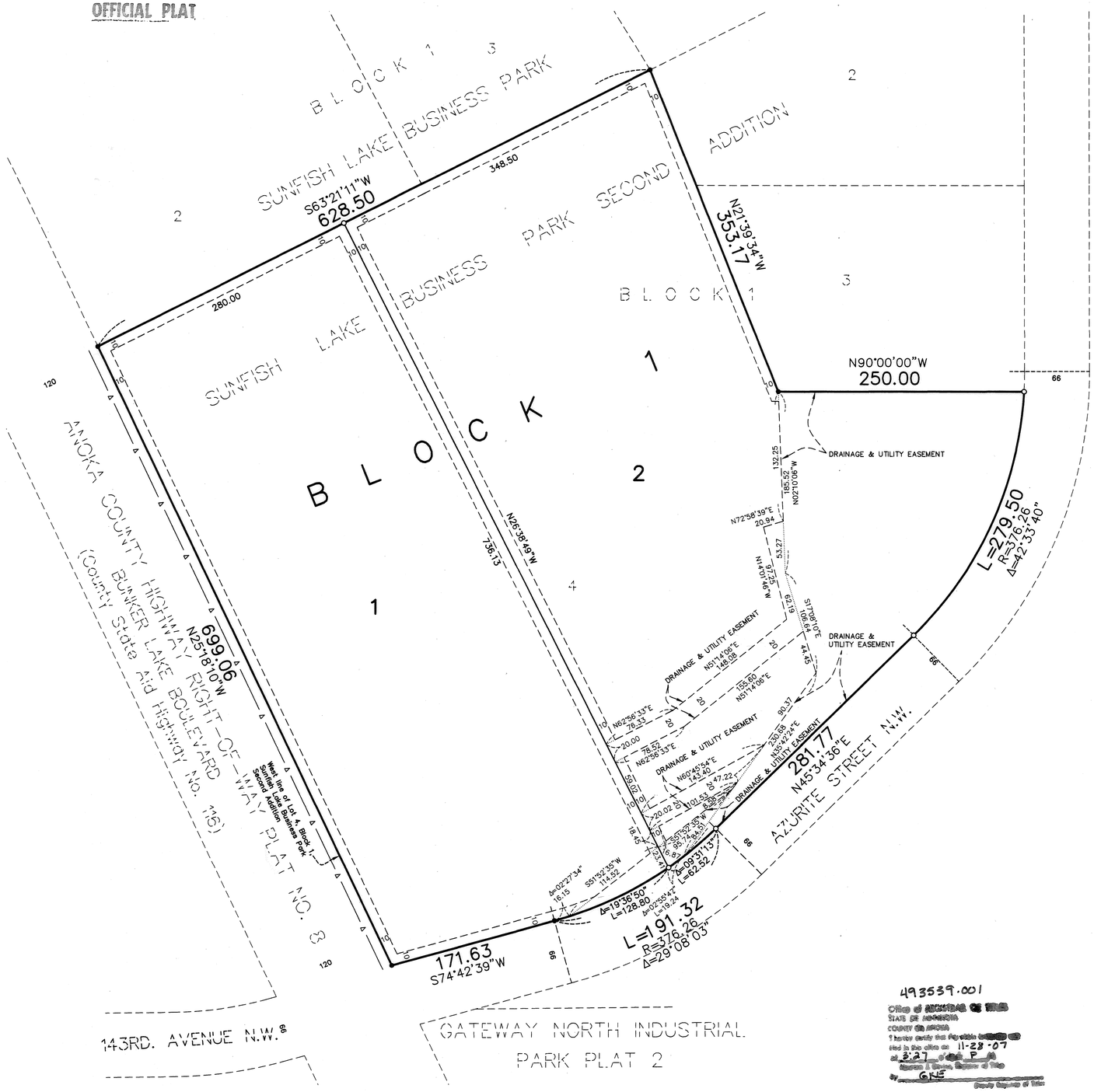
MAINTENANCE: There is no maintenance.

Bk 21 of Toms Pg 5

SUNFISH LAKE BUSINESS PARK FOURTH ADDITION

CITY OF RAMSEY
COUNTY OF ANOKA
SECTION 27, T. 32, R. 25

OFFICIAL PLAT



KNOW ALL PERSONS BY THESE PRESENTS that the City of Ramsey, a Minnesota Municipal Corporation, fee owner of the following described property situated in the County of Anoka, State of Minnesota, to wit:

Lot 4, Block 1, SUNFISH LAKE BUSINESS PARK SECOND ADDITION, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as SUNFISH LAKE BUSINESS PARK FOURTH ADDITION and does hereby dedicate to the public for public use forever the drainage and utility easements as shown on this plat. Also dedicating the right of access onto County State Aid Highway No. 116 to the County of Anoka as shown on this plat. In witness whereof said City of Ramsey, a Minnesota Municipal Corporation, has caused these presents to be signed by its Mayor and City Clerk, and its corporate seal to be hereunto affixed this 28th day of NOVEMBER, 2007.

CITY OF RAMSEY

Thomas Gamec as Mayor

JoAnn M. Thieling as City Clerk

STATE OF MINNESOTA, COUNTY OF Anoka

The foregoing instrument was acknowledged before me this 28th day of November, 2007 by Thomas Gamec, as Mayor, and JoAnn M. Thieling, as City Clerk of the City of Ramsey, a Minnesota Municipal Corporation, on behalf of the Municipal Corporation.

PAMELA JOY MILLER
Notary Public
Minnesota
My Commission Expires January 31, 2010

Notary Public, Minnesota
My Commission Expires January 31, 2010.

I hereby certify that I surveyed and platted or directly supervised the surveying and platting of the land described on this plat as SUNFISH LAKE BUSINESS PARK FOURTH ADDITION; this plat is a correct representation of the boundary survey; all mathematical data and labels are correctly designated; all monuments depicted on the plat have been or will be correctly set within one year; all water boundaries and wet lands as of this date, as defined in Minnesota Statutes 505.01, Subd. 3, are shown and labeled; and all public ways are shown and labeled.

Charles R. Christopherson, Land Surveyor
Minnesota Registration No. 18420

STATE OF MINNESOTA, COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this 26TH day of NOVEMBER, 2007 by Charles R. Christopherson, Land Surveyor.

LARRY K. AFFIELD
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

Notary Public, Minnesota
My Commission Expires January 31, 2010.

CITY OF RAMSEY

We hereby certify that the City Council of Ramsey, Anoka County, Minnesota, duly accepted and approved the plat of SUNFISH LAKE BUSINESS PARK FOURTH ADDITION at a regular meeting thereof held this 13TH day of NOVEMBER, 2007. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30 day period has elapsed without receipt of such comments and recommendations, as provided by Minn. Statutes, Section 505.03, Subd 2.

Thomas Gamec, as Mayor

JoAnn M. Thieling, as City Clerk

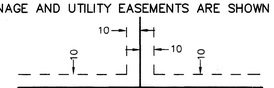
This plat of SUNFISH LAKE BUSINESS PARK FOURTH ADDITION was checked and approved by me this 28TH day of NOVEMBER, 2007.

Larry Holum, Anoka County Surveyor

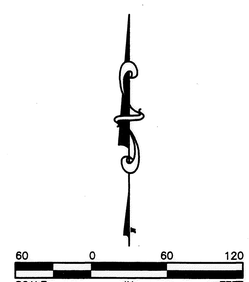
I HEREBY CERTIFY THAT THE CURRENT AND DELINQUENT TAXES ON THE LANDS DESCRIBED WITHIN ARE PAID AND THE TRANSFER IS ENTERED Nov 28, 2007
MAUREEN J. DEVINE
PROPERTY TAX ADMINISTRATOR
BY
DEPUTY PROPERTY TAX ADMINISTRATOR

493539.001
Office of REGISTRAR OF TITLES
STATE OF MINNESOTA
COUNTY OF ANOKA
I hereby certify that the ... was filed in the office on 11-28-07 at 3:27 o'clock P.M.
... Registrar of Titles
By GKS
Deputy Registrar of Titles

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 10 feet in width and adjoining lot lines and street lines unless otherwise shown on the plat.



Scale: 1 inch = 60 feet

For the purposes of this plat the west line of Lot 4, Block 1, SUNFISH LAKE BUSINESS PARK SECOND ADDITION is assumed to bear North 25°18'10" West.

- o Denotes 1/2 inch by 14 inch iron monument set and marked with Minnesota License No. 18420.
- • Denotes iron monument found
- —▵— Denotes right of access dedicated to the County of Anoka

$56.00

Hakanson Anderson Assoc., Inc.

493539.001

Record ID 1873794

THIS DOCUMENT NUMBER REPRESENTS A PLAT

MUNICIPALITY: Ramsey CERTIFIED BY: sfre ON _____

MAP # 3798 PLAT BOOK: 21 OF Torns PAGE 5

DOC. DATE: 11/28/07 NO. OF PAGES: 1 TRACT BOOK: _____ PAGE _____

PLAT SHORT NAME: Sunfish Lake Business Park 4

LONG NAME: Sunfish Lake Business Park Fourth Addition

A/T	PARENT PINS	RES	GRANTORS (Fees, C/Ps, Mortgagees)
T	27 32 25 42 0013	N	Ramsey City of

FILED BY: Title Reg. Abstractors PHONE: 763 427 3012

TAXPAYER NAME: Ramsey City of

ADDRESS: 7550 Sunwood Dr

CITY: Ramsey STATE: MN ZIP: 55303

NEW PARCELS

LOT	BLOCK	LOT	BLOCK	LOT	BLOCK
1	1				
2					

DELQ & CURRENT TAXES ARE PAID: INITIALS: sfre DATE: 11/28/07

DIV. NO.: _____

ANOKA COUNTY MINNESOTA

Document No.: 493539.001 TORRENS

I hereby certify that the within instrument was filed in this office for record on: 11/28/2007 3:27:00 PM

Fees/Taxes In the Amount of: $56.00

MAUREEN J. DEVINE

Anoka County Property Tax Administrator/Recorder/Registrar of Titles

GKE, Deputy

Record ID: 1873794

The Economic Development Authority and City of Ramsey, Minnesota

Business Subsidy Policy
Tax Abatement Policy
Tax Increment Policy

Dated January 13, 2009

Prepared by The City of Ramsey

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1. City and EDA of Ramsey Business Subsidy Policy

The following business subsidy criteria are intended to satisfy the requirements of Minnesota Statutes, §§116J.993 through 116J.995 (the "Act"). The term "City" means the City of Ramsey. The term "project" means the property with respect to which the business subsidy is provided.

A. MANDATORY CRITERIA

All projects must comply with the following criteria:

1. *But For Test*. There is a substantial likelihood that the project would not go forward without the business subsidy.
2. *Wage Policy*. If the project results in the creation of any jobs, the wage for each part-time and full-time job created must be, within two years of the date assistance is received (as defined in the Act), at least equal to 70% of the most recent median wage figure for the Twin City 7 County Metro County as published by the Minnesota Department of Employment and Economic Development or such greater amount as the City may require for a specific project.
3. *Economic Feasibility*. The recipient must demonstrate to the satisfaction of the City that it has adequate financing for the project and that the project will be completed in a timely fashion.
4. *Compliance with Act*. The business subsidy from the City must satisfy all requirements of the Act.
5. *Minimum Subsidy Amount*: Financial assistance in the form of a business subsidy of $25,000 or more; and business loans and guarantees of $75,000, must be reported to the Department of Employment and Economic Development. A public hearing is only required if the business subsidy is greater than $150,000.

B. POLICY

1. The City recognizes that the creation of good paying jobs is a desirable goal which benefits the community. Nevertheless, not all projects assisted with subsidies derive their public purposes and importance solely by virtue of job creation. In addition, the imposition of high job creation requirements and high wage level requirements may be unrealistic and counter-productive in the face of larger economic forces of influence and the financial and competitive circumstances of an individual business. In determining the requirements for a project under consideration for a business subsidy, the determination of the number of jobs to be created and the wage levels therefore will be guided by the following principles and criteria:

a. The evaluation of projects will take into consideration the project's importance in and benefit to the community from all perspectives, including created or retained jobs.

b. If a particular project does not involve the creation of jobs, but is nonetheless found to be worthy of support and subsidy, assistance may be approved without any specific job or wage goals if permitted by applicable law.

c. In cases where the objective is the retention of existing jobs, the recipient of the subsidy will be required to provide evidence which demonstrates that the loss of those jobs is specific and demonstrable.

d. The setting of wage and job goals will be informed by (i) prevailing wage rates, (ii) local economic conditions, (iii) external economic forces over which neither the City nor the recipient of the subsidy has control, (iv) the financial resources of the recipient and (v) the competitive environment in which the recipient's business exists.

2. Because it is not possible to anticipate all the needs and requirements of every type of project and the ever-changing needs of the community and in order to retain the flexibility necessary to respond to all proposed projects, the City retains the right to approve projects and business subsidies which may vary from the principles and criteria set forth herein.

C. PROJECT EVALUATION CRITERIA

The project review and evaluation criteria are the following:

1. Jobs and Wages

a. *New Jobs*. The minimum net number of direct full time equivalent jobs to be created or retained by the proposed project for a period of at least two years from the estimated benefit date.

b. *Payroll*. The minimum annual net payroll (including employer contributions for health benefits) to be generated at the end of the second anniversary date of the estimated benefit date.

2. Tax Base

a. *Increase in Tax Base*. The net increase in property taxes estimated to be generated by the project in the second full year of operation.

3. Land Use

   a. *Compliance with Comprehensive or Other Plans.* Whether, apart from any needed services to the community described in section 5 below, the project is compatible with the comprehensive plan and permitted uses for the property.

   b. *Marginal Property*. Whether the project is located on property which needs but is not likely to be developed or redeveloped because of blight or other adverse conditions of the property. For example property may be so blighted that the cost of making land ready for redevelopment exceeds the property's fair market value.

   c. *Design and/or Other Amenities*. Whether, as a result of the business subsidy, the project will include design and/or amenity features not otherwise required by law. For example, the project may, at the request of the City, include landscaping, open space, public trails, employee work out facilities or day care facilities which serve a public purpose but are not required by law.

4. Impact on Existing and Future Public Investment

   a. *Utilization of Existing Infrastructure Investment*. Whether and to what extent (a) the project will utilize existing public infrastructure capacity and (b) the project will require additional publicly funded infrastructure investments.

   b. *Direct Monetary Return on Public Investment*. Arrangements made or to be made for the City to receive a direct monetary return on its investment in the project. For example, the business subsidy may be in the form of an interest bearing loan or may involve a project sharing arrangement.

5. Economic Development

   a. *Leveraged Funds*. For every dollar of business subsidy to be provided for the project, the minimum amount of private funds which will be applied towards the capital cost of the project.

   b. *Spin Off Development*. The dollar amount of non-subsidized development the project is expected to generate in the surrounding area and the need for and likelihood of such spin off development.

c. *Growth Potential*. Based on recipient's market studies and plans for expansion, whether and to what extent the project is expected within five years of its completion, be expanded to produce a net increase of full time equivalent jobs and of payroll, over and above the minimum net increase in jobs and payroll described in section 1 above.

6. Quality of Life

a. *Community Services*. Whether the project will provide services in the community and the need for such services. For example, the project may provide health services, retail convenience services such as a nearby grocery store, or social services needed in the community.

b. *Natural Environment*. Whether the project will add to, or detract from, the environment. It is a reflection of what is important to the community - clean air and water, beautiful scenery, recreational opportunities, and a strong desire to pass along these attributes to future generations.

7. Other

a. *Other Factors*. Depending on the nature of the project, such other factors as the City may deem relevant in evaluating the project and the business subsidy proposed for it.

D. ADDITIONAL CONSIDERATIONS

The City will give consideration to one or more of the issues listed below in determining whether to provide financial or other assistance to a project as a business subsidy:

1. The City may consider the requirements of any other business subsidy received, or to be received, from a grantor other than the City.
2. If the business subsidy is a guaranty, the amount of the business subsidy may be valued at the principal amount of the guaranteed payment obligation.
3. If the business subsidy is real or personal property, the amount of the subsidy will be the fair market value of the property as determined by the City.

4. If the business subsidy is received over time, the City may value the subsidy at its present value using a discount rate equal to an interest rate which the City determines is fair and reasonable under the circumstances.

As used herein "benefit date" means the date the business subsidy is received. If the business subsidy involves the purchase, lease, or donation of physical equipment, then the benefit date occurs when the recipient puts the equipment into service. If the business subsidy is for improvements to property, then the benefit date refers to the earliest date of either: when the improvements are finished for the entire project, or when a business occupies the property.

E. FINANCIAL ASSISTANCE NOT CONSIDERED A BUSINESS SUBSIDY

The following forms of financial assistance are not a business subsidy as per Minnesota Statutes, §§116J.993, Subd.3 and therefore do not require a public hearing:

1. A business subsidy of less than $150,000;
2. Assistance that is generally available to all businesses or to a general class of similar businesses, such as a line of business, size, location, or similar general criteria;
3. Public improvements to buildings or lands owned by the state or local government that serve a public purpose and do not principally benefit a single business or defined group of businesses at the time the improvements are made;
4. Redevelopment property polluted by contaminants as defined in section 116J.552, subdivision 3;
5. Assistance provided for the sole purpose of renovating old or decaying building stock or bringing it up to code and assistance provided for designated historic preservation districts, provided that the assistance is equal to or less than 50 percent of the total cost;
6. Assistance to provide job readiness and training services if the sole purpose of the assistance is to provide those services;
7. Assistance for housing;
8. Assistance for pollution control or abatement, including assistance for a tax increment financing hazardous substance subdistrict as defined under section 469.174, subdivision 23;
9. Assistance for energy conservation;
10. Tax reductions resulting from conformity with federal tax law;

11. Workers' compensation and unemployment insurance;
12. Benefits derived from regulation;
13. Indirect benefits derived from assistance to educational institutions;
14. Funds from bonds allocated under chapter 474A, bonds issued to refund outstanding bonds, and bonds issued for the benefit of an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended through December 31, 1999;
15. Assistance for a collaboration between a Minnesota higher education institution and a business;
16. Assistance for a tax increment financing soils condition district as defined under section 469.174, subdivision 19;
17. Redevelopment when the recipient's investment in the purchase of the site and in site preparation is 70 percent or more of the assessor's current year's estimated market value;
18. General changes in tax increment financing law and other general tax law changes of a principally technical nature;
19. Federal assistance until the assistance has been repaid to, and reinvested by, the state or local government agency;
20. Funds from dock and wharf bonds issued by a seaway port authority;
21. Business loans and loan guarantees of $150,000 or less; and
22. Federal loan funds provided through the United States Department of Commerce, Economic Development Administration; and
23. Property tax abatements granted under section 469.1813 to property that is subject to valuation under Minnesota Rules, chapter 8100.

Adopted by: Ramsey EDA / City Council

Date of Adoption: 11-13-08/1-13-09

Date of Public Hearing: 1-13-09

2. City and EDA of Ramsey Tax Abatement and Tax Increment Financing Policy

A. PURPOSE

The purpose of this policy is to establish the City's position relative to the use of Tax Abatement (§§469.1812 through §§469.1815) and Tax Increment Financing (§§469.174 through §§469.1799) (TIF), also referred to in this document as the *business assistance programs*, or *business assistance*. This policy shall be used as a guide in the processing and review of applications requesting the use of Tax Abatement and Tax Increment Financing. It is the expressed intent of the City to minimize the risk and amount of business assistance to a project and to leverage its public dollars to maximize private sector funding.

The City is granted the power to utilize the business assistance programs by Minnesota Statutes 2008 as cited. The fundamental purpose of the business assistance programs is to encourage desirable private development or redevelopment within the City that would not occur *but for* the assistance provided. Further information related to the States business assistance programs and links to State Statutes can be found at www.state.mn.us.

The City will approve or reject requests for business assistance on a case by case basis taking into consideration established policies, project criteria, and the project's demonstrated public purpose. Meeting all policy criteria does not guarantee approval of the requested business assistance. The City maintains its ability to approve or deny the request at its discretion.

B. PUBLIC PURPOSE OBJECTIVES

The City will consider the use of business assistance programs which demonstrate the achievement of one or more of the following public purpose objectives:

1. To encourage redevelopment of priority sites within the City as determined by the City Council and EDA.

2. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.

3. To enhance and/or diversify the City's economic base.

4. To encourage additional unsubsidized private (re)development.

5. To remove blight and/or encourage (re)development of commercial and industrial areas.

6. To assist in creating environmental sustainability.

7. To provide a diversity of family housing and alternative housing choices.

8. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.

9. To accomplish other public policies which may be adopted such as the promotion of quality urban or architectural design, energy conservation, and decreasing capital and/or operating costs of local government, or any of the following:

    - Utilization of architectural and landscaping techniques that will enable the components of the project to blend with the natural environment.
    - Mitigation of project impact on the natural environment.

C. POLICY POSITIONS

1. Business assistance shall be provided in a form that minimizes the risk of public participation.
2. Business assistance requests for up-front project financing through the sale of bonds or other internal sources may require personal guarantees of the developer. These requests shall be addressed on a case by case basis.
3. Business assistance shall not be provided for projects requiring land and/or building purchases at prices in excess of fair market value.
4. Business assistance shall not be provided to developers/projects that cannot adequately demonstrate an ability to complete the proposed project on time and on budget.
5. Assistance will be provided based on $25,000 per qualified job created as referenced in Section 1.A.2 in the Business Subsidy Policy unless a waiver is provided by the City Council.

D. PROJECT REQUIREMENTS

All projects requesting business assistance must demonstrate the following:

1. That the project is not financially feasible but-for the use of Revolving Loan Fund, Tax Abatement or Tax Increment Financing.
2. That the project will comply with all provisions set forth in Minnesota Statute chapters 116j.993 through 116j.995, as amended (Business Subsidies).

3. That the business assistance request complies with all provisions set forth in Minnesota Statutes 2008 chapters 469.1812 through 469.1815 as amended (Tax Abatement), and chapters 469.174 through 469.1799 as amended (Tax Increment Financing).
4. That the project is consistent with the City's comprehensive plan, land use plan, and zoning ordinances.

E. APPLICATION PROCESS

1. Applicant submits a Business Assistance Application (Exhibit A) to the EDA and/or City.
2. Staff reviews the application and completes the Application Review Worksheet (Exhibit B).
3. Staff uses results of the Worksheet to inform the EDA/City.
4. EDA reviews proposal, provides comments, and makes an advisory recommendation to the City Council on denial or approval of the request within 30 days.
5. If advisory approval is granted, staff prepares all necessary notices, resolutions and certificates.
6. City Council holds public hearing(s) on the proposed project to consider the advisory recommendation(s).
7. The City Council grants final approval or denies the request.

EXHIBIT A

BUSINESS ASSISTANCE APPLICATION

A. APPLICANT INFORMATION

Name of Corporation/Partnership _____

Address _____

Primary Contact _____

Address _____

Phone _____ Fax _____ E-mail _____

Type of business assistance requested (select one):

☐ Tax Abatement ☐ Tax Increment Financing ☐ Revolving Loan Fund ☐ Other

Have you been, or are you currently, involved in any bankruptcy proceedings or lawsuits related to other development projects with which you have been involved? If yes, please provide an explanation.

☐ Yes ☐ No

On a separate sheet, please provide the following:

- Brief description of the corporation/partnership's business, including history, principal product or service, etc**. Attach as Part 1**.
- List names of officers and shareholders/partners with more than five percent (5%) interest in the corporation/partnership. **Attach as Part 2**.
- Brief description of the proposed project. **Attach as Part 3**.
- A *but for* analysis and narrative. **Attach as Part 4**.
- Completed Revolving Loan Fund Application. **Attach as Part 5 if required.**

Attorney Name _____

Address _____

Phone _____ Fax _____ E-mail _____

Contractor Name _____

Address _____

Phone _____ Fax _____ E-mail _____

Engineer Name _____

Address _____

Phone _____ Fax _____ E-mail _____

Architect Name _____

Address _____

Phone _____ Fax _____ E-mail _____

B. PROJECT INFORMATION

The project will be: (Check all that apply)

- ☐ Industrial: (☐ New Construction ☐ Redevelopment/Rehab ☐ Expansion)
- ☐ Office/research facility: (☐ New Construction ☐ Redevelopment/Rehab ☐ Expansion)
- ☐ Commercial: (☐ New Construction ☐ Redevelopment/Rehab ☐ Expansion)
- ☐ Housing: (☐ New Construction ☐ Redevelopment/Rehab ☐ Expansion)
- ☐ Other _____

The project will be: ☐ Owner Occupied ☐ Leased Space

- If leased space, please attach a list of names and addresses of future tenants and indicate the status of commitments or lease agreements. **Attach as Part 5**.

Project Address _____

- Include Legal Description and PID number(s). **Attach as Part 6**.

Site Plan Attached: ☐ Yes ☐ No

Current Real Estate Taxes on Project Site:$_____

Estimated Real Estate Taxes Upon Completion: Phase I $_____
Phase II$_____
Phase III $_____
Total $_____

Construction Start Date: _____

Construction Completion Date: _____

If Phased Project: _____ % Completed in _____years
_____ % Completed in _____years
_____ % Completed in _____years

C. PUBLIC PURPOSE OBJECTIVES

It is the policy of the City and EDA of Ramsey that the business assistance should result in a public benefit as identified in items 1-10 below. Please indicate how the proposed project will accomplish this by checking the appropriate boxes. **Attach additional narrative as Part 7.**

- ☐ 1. To encourage redevelopment.
- ☐ 2. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.
- ☐ 3. To enhance and/or diversify the City's economic base.
- ☐ 4. To encourage additional unsubsidized private (re)development.
- ☐ 5. To remove blight and/or encourage (re)development of commercial and industrial areas.
- ☐ 6. To create housing opportunities.
- ☐ 7. To provide a diversity of housing.
- ☐ 8. To provide a variety of family housing ownership alternatives and housing choices.
- ☐ 9. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.
- ☐ 10. To accomplish other public policies which may be adopted such as the promotion of quality urban or architectural design, energy conservation, and decreasing capital and/or operating costs of local government.
    - Utilization of architectural and landscaping techniques that will enable the components of the project to blend with the natural environment.
    - Mitigation of project impact on the natural environment.

D. SOURCES & USES OF FUNDS

Attach additional information as Part 8

SOURCES	AMOUNT
Bank Loan	$ _____
Other Loans	$ _____
Owner Equity	$ _____
Fed Grant/Loan	$ _____
State Grant/Loan	$ _____
Industrial Development Bonds	$ _____
Tax Increment Financing	$ _____
Tax Abatement	$ _____
Revolving Loan Fund	$ _____
Other	$ _____
TOTAL	**$** _____

USES	AMOUNT
Land Acquisition	$ _____
Site Development	$ _____
Construction	$ _____
Machinery & Equipment	$ _____
Architectural/Engineering Fees	$ _____
Debt Service Reserve	$ _____
Contingencies	$ _____
Other	$ _____
TOTAL	**$** _____

Total Amount of business assistance requested from either Revolving Loan Fund, Abatement, Tax Increment Financing or another source: $_____

E. ADDITIONAL DOCUMENTATION AND CHECKLIST

Applicants will also be required to provide the following documentation.
All personal financial information will be kept private and confidential.

- ☐ 1. Written business plan or a description of the business, ownership/ management, date established, products and services, and future plans.
- ☐ 2. Financial statements for past two years, including profit and loss statements and balance sheets.
- ☐ 3. Two year financial projections.
- ☐ 4. Personal financial statements of all major shareholders (principals) including the most recent 2 years of tax returns. (If requested.)
- ☐ 5. Letter of commitment from other sources of financing, stating terms and conditions of their participation in the project.
- ☐ 6. Administrative fee of up to $5,000. In addition to defraying the cost of staff time, the fee will be used to pay costs associated with processing this request for financial assistance such as legal, engineering and financial analysis. The City reserves the right to stop the processing of the request until additional fees are paid should the original amount be insufficient to pay such costs. That portion which remains unspent, if any, will be returned only if the project is denied approval.
- ☐ 7. Attach the following documentation:
  - _____ Part 1 – Corporation/Partnership Description
  - _____ Part 2 – List of Shareholders/Partners
  - _____ Part 3 – Description of Project
  - _____ Part 4 – *But For* Analysis
  - _____ Part 5 – List of Prospective Lessees (If requested)
  - _____ Part 6 – Legal Description, Property Identification Numbers, maps of the project area, and project renderings
  - _____ Part 7 – Public Purpose Narrative
  - _____ Part 8 – Sources & Uses of Funds – Additional Information

The undersigned certifies that all information provided in this application is true and correct to the best of the undersigned's knowledge. The undersigned authorizes the City and EDA of Ramsey to check credit references, verify financial and other information, and share this information with other political subdivisions as needed. The undersigned also agrees to provide any additional information as may be requested by the City after the filing of this application.

Applicant Name _____ Date _____

By _____

Its _____

EXHIBIT B

BUSINESS ASSISTANCE REVIEW WORKSHEET

FOR COMMERCIAL/INDUSTRIAL PROJECTS

TO BE COMPLETED BY APPLICANT AND CITY STAFF

A. The project meets which of the following objectives as set forth in Section C of the Business Assistance policy:

- ☐ 1. To encourage redevelopment.
- ☐ 2. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.
- ☐ 3. To enhance and/or diversify the City's economic base.
- ☐ 4. To encourage additional unsubsidized private (re)development.
- ☐ 5. To remove blight and/or encourage (re)development of commercial and industrial areas.
- ☐ 6. To accomplish other public policies which may be adopted such as the promotion of quality urban or architectural design, energy conservation, and decreasing capital and/or operating costs of local government.
  - Utilization of architectural and landscaping techniques that will enable the components of the project to blend with the natural environment.
  - Mitigation of project impact on the natural environment.

B. Ratio of Private to Public Investment in Project:

$ _____ Private Investment
$ _____ Public Investment
_____ **Ratio Private : Public Financing**

	Points:
5:1	5
4:1	4
3:1	3
2:1	2
Less than 2:1	1

C. Job Creation:

_____ Net *new* jobs (minimum 40 hours per week) or fulltime equivalents

	Points:
50+	5
20+	4
10+	3
5+	2
Less than 2	1

D. Wage Level of jobs created:

Average hourly wage
Of *new* jobs _____

	Points:
Over $21/hour	5
$18-21/hour	4
$14-17/hour	3
$10-13/hour	2
Under $10/hour	1

E. Ratio Of Business Assistance To New Jobs Created: **Points:**

$ _____ Business assistance requested
_____ Number of net *new* jobs created
$ _____ **of business assist. per net *new* job created**

$5,000 or less	5
$15,000 or less	4
$25,000 or less	3
$50,000 or less	2
Over $75,000	1

F. Project size: **Points:**

The project will result in the construction of _____ square feet

75,000+	5
50,000+	4
25,000+	3
10,000+	2
5,000 or less	1

G. Type of Project: **Points:**

_____ 100% Owner Occupied	5
_____ Mix Owner Occupied & Investment	3
_____ Investment Property	1

H. Likelihood that the project will result in unsubsidized, spin-off development: **Points:**

_____ High	5
_____ Moderate	3
_____ Low	1

I. _____

Sub-Total Points _____ of a possible 35 points.

Bonus Points **Bonus Points:** _____

The project will be 100% *pay-as-you-go* financing.	3
The project is a redevelopment project.	3

Total Points: _____

Overall project analysis:	High	35 points
	Moderate	25 points
	Low	15 points
	Not Eligible	5 points

APPENDIX I
Business Subsidy Statute 2008

APPENDIX II
Sample Business Subsidy Agreement

APPENDIX III
Business Subsidy Reporting Form

ORDINANCE #13-08

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE AUTHORIZING THE CITY OF RAMSEY TO SELL/CONVEY LOT 1 BLOCK 1 SUNFISH LAKE BUSINESS PARK FOURTH ADDITION, SUBJECT TO EASEMENT OF RECORD, ANOKA COUNTY, MINNESOTA TO DIAMOND GRAPHICS, INC.

The City of Ramsey Ordains:

SECTION 1. PURPOSE

It is the purpose of this Ordinance to authorize the City of Ramsey to convey certain real property which property the City Council has determined is no longer necessary for the City's purposes. This chapter is adopted pursuant to and under the authority of Section 12.5 of the City Charter.

SECTION 2. SALE/CONVEYANCE AUTHORIZATION

The City Council hereby declares the following legally described real property owned by the City, as surplus property and authorizes said property to be conveyed/sold to DIAMOND GRAPHICS, INC. Said property is legally described as follows:

LOT 1 BLOCK 1 SUNFISH LAKE BUSINESS PARK FOURTH ADDITION, SUBJECT TO EASEMENT OF RECORD, ANOKA COUNTY, MINNESOTA

SECTION 3. TERMS OF SALE/CONVEYANCE

The City Council has by a properly enacted action determined the consideration and terms upon which the above-described property may be conveyed/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 9th day of April, 2013.

_____
Mayor Sarah Strommen

ATTEST:

_____
City Clerk Jo Ann M. Thieling

Introduction date:	March 26, 2013
Posting dates:	XXXXX
Adoption date:	XXXXX
Publication date:	XXXXX
Effective date:	XXXXX