City of Ramsey
Agenda
Revised
Regular City Council
Tuesday June 25, 2013
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

1. Call to Order

2. Presentation

1. Presentation of the 2012 Audit Report (Comprehensive Annual Financial Report) by the City's Auditing Firm of Malloy, Montague, Karnowski, Radosevich & Company (MMKR) Aaron Nielson, Principal with the Firm, will be presenting.

3. Citizen Input

4. Consent Agenda

1. Receive 2012 Comprehensive Annual Financial Report (CAFR)

2. Receive May 2013 Financial Reports - General Fund and Enterprise Funds

3. Note the Following Boards and Commissions Meeting Minutes:
1. Planning Commission Meeting Minutes Dated May 2, 2013
2. Environmental Policy Board Meeting Minutes Dated May 6, 2013
3. Park and Recreation Commission Meeting Minutes Dated May 9, 2013
4. Economic Development Authority Meeting Minutes Dated May 16, 2013

4. Approve the Following Meeting Minutes:
1. City Council Work Session - June 4, 2013
2. City Council Work Session - June 11, 2013
3. City Council Regular Session - June 11, 2013

5. Approve Encroachment Agreement for a Portion of a Deck to Encroach into a Drainage and Utility Easement on the Property Located at 15881 Lithium St NW; Case of Vasily Vlasyuk

6. Approve and Execute a Purchase Agreement for City Owned Property Located at 14280 Azurite Street NW.

7. Approve Request for Site Plan Review for a Building Addition on the Property Located at 6815 McKinley Street NW; Case of Sharp & Associates

8. Approve Lease Amendments With Northwest Anoka County Consortium (Youth First) Located at 6701 Highway 10

9. Approve Letter of Intent With Pact Charter School to Lease Warehouse Space at 6701 Highway 10

10. Approve Request for Use of Veterans Drive Right of Way Adjacent to 7700 Sunwood Drive for Outdoor Dog Area; Case of Residence at The COR - Recommendation of Public Works Committee - June 18

11. Consideration of awarding a contract to construct a drainage swale in Brookfield Third Addition

12. Consideration of accepting plans and specifications and authorizing advertisement for bids for 2013 Pavement Maintenance Program

13. Adopt Resolution #13-06-113 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 6, 2013 through June 19, 2013

14. Adopt Resolution #13-06-112 Declaring the City of Ramsey's Participation in the State Council on Local Results and Innovation -- Performance Measurement Program

15. Adopt Resolutions #13-06-104 and #13-06-105 Approving Request for Conditional Use Permit to Exceed Square Footage Allotment for Accessory Buildings at 9321 169th Ave NW; Case of Michael and Diane Dahlberg

16. Adopt Resolutions #13-06-087 and #13-06-088 Approving Request for Conditional Use Permit to Maintain Two Horses on 2.50 Acres Located at 8010 176th Ln NW; Case of Linda Eidem

17. Adopt Resolutions #13-06-102 and #13-06-103 Approving Conditional Use Permit to Operate Motor Vehicle Sales at 7820 Riverdale Drive, Case of Bethel Properties

18. Adopt Resolution #13-06-108 Requesting that Anoka County Housing and redevelopment Authority (ACHRA) Allocate $361,000 of its 2013 Levy Toward the Purchase of the Property at 6701 Highway 10 NW in the City of Ramsey and Resolution #13-06-109 Declaring the City of Ramsey Support of Anoka County and its County-Wide Economic Development Objectives and Activities

19. Adopt Resolution #13-06-111 Authorizing Partial Payment to North Pine Aggregate, Inc. for IP 12-20 CSAH 83 (Armstrong)- Sunwood Drive

20. Adopt Resolution #13-06-110 Authorizing Partial Payment to North Pine Aggregate, Inc. for IP 12-28; Rum River Hills Storm Sewer Replacement

21. Report from the Personnel Committee - May 28, 2013
Motion to ratify the recommendation of the Personnel Committee and adopt Resolution #13-06-091 to Establish a Policy Regarding Non-employee Interview Panel Participants.
Note: Resolutions Ending the I.T. Specialist's Probation, Revising the Personnel Policy, and Promoting Two Police Department Employees were approved at the May 28 City Council Meeting.

22. Report from the Personnel Committee - June 18, 2013
Motion to ratify the recommendation of the Personnel Committee and adopt Resolution #13-06-115 to Hire a Patrol Officer

5. Approve Agenda

6. Public Hearing

7. Council Business

1. Approve Entering into Contract for Civil Legal Services with Joseph Langel of Ratwik, Roszak, & Maloney, PA

2. Consider Approval of Special Events Permit for JR's Outpost, 6141 Highway 10 NW

3. Approve Easement to Great River Energy at Alpine Park and Accept $14,000 for Restoration

4. Authorize Purchase of Replacement Fire Tanker Truck

5. Consider Conveying Easements to Great River Energy on Outlot E, Business Park 95 2nd Addition (Identified as Parcel #3) and on Portions of a Parcel on or near Rivers Bend Park along Bunker Lake Boulevard (Identified as Parcel #28); Case of Great River Energy (Portions May Be Closed to the Public)

6. Consider terms for Bury & Carlson's (B&C) request to terminate Lease Agreement.

7. Approve Temporary Lease Amendment with Independent Auto Care In Regard to Lease Rent **- Moved from Consent Agenda 4.10 to Regular Case 7.7**

8. **Mayor/Council/Staff Input**

9. **Adjournment**

CC Regular Session **2. 1.**

Meeting Date: 06/25/2013

Information

Title:

Presentation of the 2012 Audit Report (Comprehensive Annual Financial Report) by the City's Auditing Firm of Malloy, Montague, Karnowski, Radosevich & Company (MMKR) Aaron Nielson, Principal with the Firm, will be presenting.

Background:

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/13/2013 02:58 PM

Form Started By: Diana Lund Started On: 06/13/2013 08:52 AM

Final Approval Date: 06/13/2013

CC Regular Session **4. 1.**

Meeting Date: 06/25/2013

By: Diana Lund, Finance

Information

Title:

Receive 2012 Comprehensive Annual Financial Report (CAFR)

Background:

The City of Ramsey is required to undergo a certified audit, on an annual basis, of all of its funds and account groups. This audit is performed by the firm of Malloy, Montague, Karnowski, Radosevich & Co., P.A.

Incorporated into the 2012 CAFR are changes that are consistent with recommendations from the review for the "Certificate of Achievement for Excellence in Financial Reporting: (Certificate) and any reporting changes required by the Governmental Accounting Standards Board (GASB). It is our belief that this report is again a good candidate for receipt of the Certificate and it is intended that we submit the 2012 CAFR for review and consideration.

The auditors, as a part of their work, prepare a Management Report for the City. This report contains information on the following:

1. Audit Summary
2. Funding Cities in Minnesota
3. Governmental Fund Overview
4. Enterprise Funds Overview
5. Financial Trends and Conditions of Your City
6. Accounting and Auditing Updates

A presentation from a representative with the firm of Malloy, Montague, Karnowski, Radosevich will review the auditors opinions contained in the CAFR, the Management Report and answer any questions that Council may have. This presentation will be scheduled prior to the regular City Council meeting to account for time and a brief summary will be presented at the beginning the regular City Council meeting.

Funding Source:

The 2012 annual audit was included in the 2013 General Fund Finance budget.

Council Action:

Motion to recommend Council accept the 2012 Comprehensive Annual Financial Report and authorize the Finance Director to submit to the State of Minnesota Department of Revenue and other agencies, as required, and to submit the report with application for the Certificate to the Government Finance Officers Association of the United States and Canada.

Attachments

2012 Comprehensive Annual Financial Report

2012 Management Report

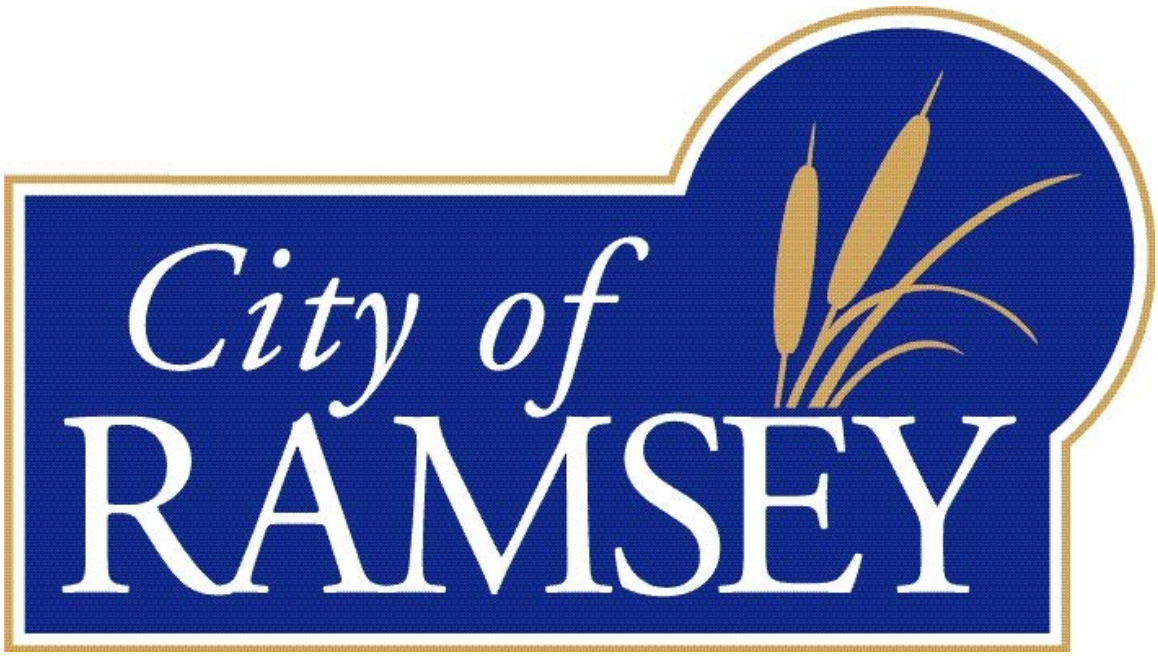
Form Review

Inbox	Reviewed By	Date

Kurt Ulrich Kurt Ulrich 06/13/2013 02:59 PM

Form Started By: Diana Lund Started On: 06/13/2013 08:55 AM

Final Approval Date: 06/13/2013



Minnesota

Comprehensive Annual Financial Report

For the fiscal year December 31, 2012

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RAMSEY
ANOKA COUNTY, MINNESOTA

Comprehensive Annual Financial Report
For Year Ended
December 31, 2012

Prepared by
Finance Department

Diana Lund
Finance Director

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RAMSEY
ANOKA COUNTY, MINNESOTA

Table of Contents

	Page
INTRODUCTORY SECTION	
City Council and Other Officials	9
Organizational Chart by Division	11
Mission Statement	13
Letter of Transmittal	15-17
Certificate of Achievement for Excellence in Financial Reporting	19
FINANCIAL SECTION	
INDEPENDENT AUDITOR'S REPORT	23-25
MANAGEMENT'S DISCUSSION AND ANALYSIS	27-35
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements	
Statement of Net Position	39
Statement of Activities	41
Fund Financial Statements	
Governmental Funds	
Balance Sheet	42-43
Reconciliation of the Balance Sheet to the Statement of Net Position	45
Statement of Revenue, Expenditures, and Changes in Fund Balances	46-47
Reconciliation of the Statement of Revenue, Expenditures, and Changes in Fund Balances to the Statement of Activities	49
Statement of Revenue, Expenditures, and Changes in Fund Balances General Fund - Budget and Actual	51
Statement of Revenue, Expenditures, and Changes in Fund Balances Housing Redvelopment Authority - Budget and Actual	53
Proprietary Funds	
Statement of Net Position	54-55
Statement of Revenue, Expenses, and Changes in Net Position	56-57
Statement of Cash Flows	58-59
Fiduciary Funds	
Statement of Fiduciary Net Position	61
Notes to Basic Financial Statements	63-87
REQUIRED SUPPLEMENTARY INFORMATION	
Schedule of Funding Progress - Other Post-Employment Benefits Plan	91

Table of Contents (continued)

	Page
COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES	
Nonmajor Governmental Funds	
Combining Balance Sheet	95
Combining Statement of Revenue, Expenditures, and Changes in Fund Balances	97
Nonmajor Special Revenue Funds	
Combining Balance Sheet	100-101
Combining Statement of Revenue, Expenditures, and Changes in Fund Balances	102-103
Schedule of Revenue, Expenditures, and Changes in Fund Balances	
Economic Development Authority - Budget and Actual	105
Nonmajor Debt Service Funds	
Combining Balance Sheet	108-111
Combining Statement of Revenue, Expenditures, and Changes in Fund Balances	112-114
Nonmajor Capital Project Funds	
Combining Balance Sheet	116-118
Combining Statement of Revenue, Expenditures, and Changes in Fund Balances	120-122
Agency Fund	
Statement of Changes in Assets and Liabilities – Escrow Agency Fund	125
STATISTICAL SECTION (UNAUDITED)	
Statistical Section Summary	129
Net Position by Component	130
Changes in Net Position	131
Governmental Activities Tax Revenues by Source	132
Fund Balances of Governmental Funds	133
Changes in Fund Balances of Governmental Funds	134
General Governmental Tax Revenues By Source	135
Taxable Market Value and Estimated Actual Value of Taxable Property	136
Property Tax Rates - Direct and Overlapping Governments	137
Principal Property Taxpayers	138
Property Tax Levies and Collections	139
Ratios of Outstanding Debt by Type	140
Ratios of General Bonded Debt Outstanding	141
Direct and Overlapping Governmental Activities Debt	142
Legal Debt Margin Information	143
Demographic and Economic Statistics	144
Principal Employers	145
Full-time Equivalent City Government Employees by Function	146
Operating Indicators by Function	147
Capital Asset Statistics by Function	148

INTRODUCTORY SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RAMSEY
ANOKA COUNTY, MINNESOTA

City Council and Other Officials
Year Ended December 31, 2012

CITY COUNCIL

Robert Ramsey	Mayor
Randy Backous	Councilmember
David Elvig	Councilmember
Colin McGlone	Councilmember
Sarah Strommen	Councilmember
Jason Tossey	Councilmember
Jeff Wise	Councilmember

CITY OFFICIALS

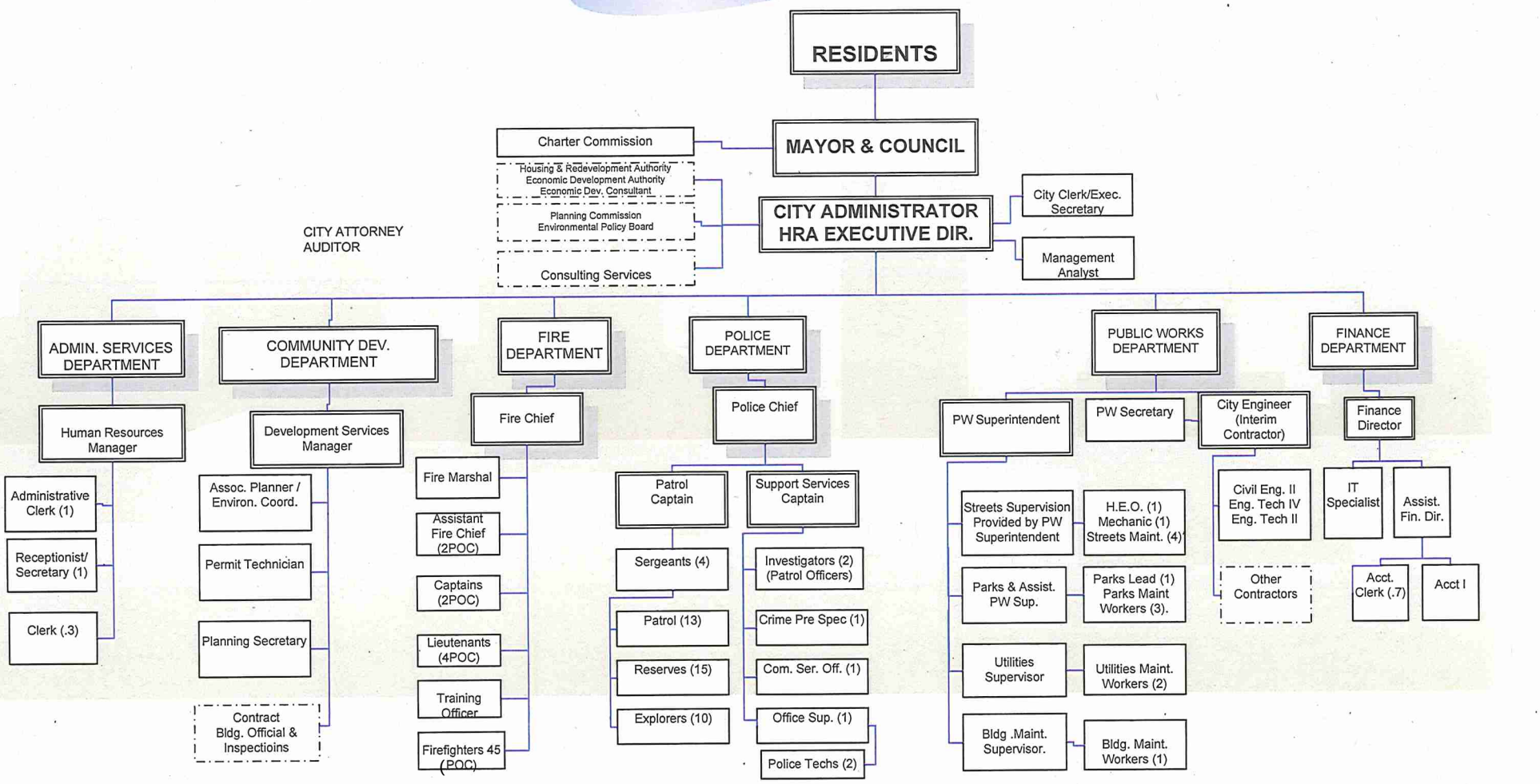
Kurt Ulrich	City Administrator

DEPARTMENT HEADS

Dean Kapler	Fire Chief
Diana Lund	Finance Director
James Way	Chief of Police

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RAMSEY
ORGANIZATIONAL CHART



Eff. Oct. 2012

THIS PAGE INTENTIONALLY LEFT BLANK

City of Ramsey

Mission Statement

The City Council, Commissions and Staff strive to provide to the citizens of Ramsey, governance which is fiscally stable and provides services at levels and in a manner desired by the citizens. Further, the City Council intends to provide leadership for a proactive organization provided for the benefit of all local constituencies.

Primary Objectives

- To provide pro-active delivery of municipal services to the citizens for a cost at or below the metropolitan median for delivery of similar services.
- To provide increased aesthetics and amenities in industrial, commercial and residential neighborhoods.
- To provide increased park and natural resource opportunities to the public.
- To provide a consistent level of service to the community in the areas of public works, public safety and general operations.
- To collaborate with other levels of government and service providers to increase the level and quality of service to the community.
- To ensure responsiveness to the public and to foster an atmosphere of communication within and outside of the organization.
- Actively promote economic development in an effort to expand the tax base and quality employment opportunities.

THIS PAGE INTENTIONALLY LEFT BLANK

City of RAMSEY
7550 Sunwood Drive NW • Ramsey, Minnesota 55303
City Hall: 763-427-1410 • Fax: 763-427-5543
www.cityoframsey.com

June 25, 2013

Honorable Mayor and Members of the City Council
City of Ramsey, Minnesota

The comprehensive annual financial report (CAFR) of the City of Ramsey, Minnesota (the City) for the fiscal year ended December 31, 2012 is hereby submitted. Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the City. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

Minnesota Statutes and the City Charter require an annual audit of all accounts, financial records, and transactions of the City by independent certified public accountants. The accompanying financial statements have been audited by the firm of Malloy, Montague, Karnowski, Radosevich & Co., P.A., Independent Certified Public Accountants. The firm is engaged by the City Council to render an opinion on the City's financial statements in accordance with accounting principles generally accepted in the United States of America, and an unqualified opinion has been issued. The independent auditor's report is located at the front of the financial section of this report.

Accounting principles generally accepted in the United States of America require that management provide a narrative introduction, overview, and analyis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the auditors.

PROFILE OF THE CITY

Ramsey is located in the southwestern part of Anoka County and is situated approximately 25 miles from Minneapolis. The City has 28.8 square miles within its corporate boundaries and is bordered by two major rivers, the Mississippi River along the southern border and the Rum River along the east.

Ramsey was incorporated as a city in 1974, and is organized as a Home Rule City under a City Charter originally adopted in 1984. The City Council consists of a Mayor and six Councilmembers, and is elected at large on a nonpartisan basis. Elections are held in November of each even numbered year. The terms of office are four years for the Mayor and four years for Councilmembers. The City Council is responsible for enacting ordinances, resolutions, and regulations governing the City, and appointing the City Administrator, City Attorney, and members of the various advisory boards and commissions.

Because the City Council acts as the Board of Directors of the Ramsey Economic Development Authority (EDA) and the Ramsey Housing and Redevelopment Authority (HRA), these organizations are included as blended component units in these financial statements.

The City provides a variety of municipal services. These include a full-time police department, a volunteer fire department, engineering services, street and park maintenance, building inspections, planning and zoning, public improvements, general administrative services, and public water and sewer utilities in the urban service areas.

The City adopts an annual budget for the General Fund, EDA Special Revenue Fund, and HRA Special Revenue Fund. Legal level of control is at the function level. Department heads may transfer resources within a department as they see fit. Transfers between functions, however, need special approval from the City Council.

LOCAL ECONOMY

The City has an unemployment rate of 5.2% in comparison to the state average of 6.4%. Ramsey has an employed labor force of 14,060. Anoka County, in which Ramsey is located, has an employed labor force of 190,356 and an unemployment rate of 5.6%.

There are approximately 8,072 single-family homes and 1,525 multifamily units located within the City. In addition, there were 65 single-family homes constructed in 2012.

The City has two major industrial parks with a combined capacity of 320 acres and 25 businesses. Currently both industrial parks are near capacity. In addition, the city is actively developing a new city center known as The COR (Center of Ramsey). The development vision for this 400 acre area located in the heart of Ramsey is for it to become the region's center of retail, restaurants, service and office space, outdoor entertainment and parks, community amenities and housing.

LONG-TERM FINANCIAL PLANNING

The City of Ramsey prepares a five year capital improvement plan in an attempt to anticipate major capital expenditures in advance of the year in which they are budgeted.

The City has a policy to maintain unrestricted General Fund balance in an amount equal to 50% of the following years adopted operating budget. This policy is designed to establish a fund balance at a level which is sufficient to avoid issuing debt to meet current operating needs.

RELEVANT FINANCIAL POLICIES

The City has a comprehensive set of financial policies that provide the basic framework for the overall fiscal management of the City. The City had no unusual occurrences affecting these policies.

For the fiscal year ended December 31, 2012, the City has implemented Governmental Accounting Standards Board (GASB) Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position.* This statement changed how governmental entities present a statement of net position, replacing "net assets" with "net position" as the terminology used to describe the difference between the other elements of the statement of net position.

MAJOR INITIATIVES

Since 1990, the City has been attempting to provide improved services to a dramatically increasing number of households in a time of fiscal constraints at the state level. From the 1990 census to the 2010 projection, Ramsey's population has increased by 95%. At the same time, aids from the state of Minnesota have decreased.

In 2012, The City's Housing and Redevelopment Authority (HRA) continued its work on Ramsey's downtown development The COR. Construction on the Ramsey Station for the Minnesota Northstar commuter rail is complete and the station is now operational. The Ramsey Station is a key component for the success of projects within The COR, thus it has been the city's top priority for transportation improvements.

CERTIFICATE OF ACHIEVEMENT

The Government Finance Officers Association of the United States and Canada (GFOA) awarded the Certificate of Achievement for Excellence in Financial Reporting (CAEFR) to the City for its CAFR for the year ended December 31, 2011. This was the eighteenth consecutive year the City has received this prestigious award. Also, the City had previously received the award from 1981 through 1988, after which the City did not participate in the program for several years.

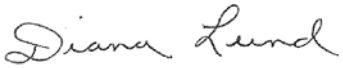
The CAEFR is valid for a period of one year only. We believe our current CAFR continues to meet the CAEFR Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

ACKNOWLEDGMENT

The 2012 CAFR of the City meets the highest professional standards and was prepared in a timely and cost-effective manner. This could never have been accomplished without the excellent work of the entire Finance Department. We would like to express our appreciation to the Finance Department and all members of the City's staff who contributed to its preparation.

Respectfully submitted,





Kurt Ulrich
City Administrator

Diana Lund
Finance Director

THIS PAGE INTENTIONALLY LEFT BLANK

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Ramsey
Minnesota

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
December 31, 2011

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.



Christopher P Morrill
President

Jeffrey R. Ener
Executive Director

THIS PAGE INTENTIONALLY LEFT BLANK

FINANCIAL SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

MMKR
CERTIFIED PUBLIC ACCOUNTANTS

PRINCIPALS
Thomas M. Montague, CPA
Thomas A. Karnowski, CPA
Paul A. Radosevich, CPA
William J. Lauer, CPA
James H. Eichten, CPA
Aaron J. Nielsen, CPA
Victoria L. Holinka, CPA

INDEPENDENT AUDITOR'S REPORT

To the City Council and Management
City of Ramsey, Minnesota

REPORT ON THE FINANCIAL STATEMENTS

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Ramsey, Minnesota (the City) as of and for the year ended December 31, 2012, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

AUDITOR'S RESPONSIBILITY

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

(continued)

Malloy, Montague, Karnowski, Radosevich, & Co., P.A.
5353 Wayzata Boulevard • Suite 410 • Minneapolis, MN 55416 • Telephone: 952-545-0424 • Telefax: 952-545-0569 • www.mmkr.com

OPINIONS

In our opinion, the financial statements referred to on the previous page present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of December 31, 2012, and the respective changes in financial position and, where applicable, cash flows thereof and the budgetary comparison for the General Fund and the Housing and Redevelopment Authority Fund for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

OTHER MATTERS

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the Schedule of Funding Progress, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, the combining and individual fund statements and schedules, and the statistical section, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

(continued)

OTHER REPORTING REQUIRED BY *GOVERNMENT AUDITING STANDARDS*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 10, 2013 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Malloy, Montague, Karnowski, Radosevich, & Co., P.A.

Minneapolis, Minnesota
June 10, 2013

THIS PAGE INTENTIONALLY LEFT BLANK

As management of the City of Ramsey, Minnesota (the City), we have provided readers of the City's financial statements with this narrative overview and analysis of the financial activities of the City for the fiscal year ended December 31, 2012.

OVERVIEW OF THE FINANCIAL STATEMENTS

Management's Discussion and Analysis (MD&A) is intended to serve as an introduction to the City's basic financial statements, which are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to basic financial statements. This report also contains other information in addition to the basic financial statements themselves.

Government-Wide Financial Statements – The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to private sector businesses.

The Statement of Net Position presents information on all of the City's assets, liabilities, and deferred inflows/outflows, as applicable, (excluding Fiduciary Funds), with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g. delinquent taxes and special assessments).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by property taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities include general government, public safety, highways and streets, and culture and recreation. The business-type activities of the City include enterprises for water, sewer, street light, recycling, and storm water utilities.

Fund Financial Statements – A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The funds of the City are divided into three categories—Governmental Funds, Proprietary Funds, and Fiduciary Funds.

Governmental Funds – Governmental Funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, Governmental Fund financial statements focus on near-term inflows and outflows of spendable resources, as well as the balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Governmental Funds (continued)

Because the focus of Governmental Funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for Governmental Funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the Governmental Funds balance sheet and the statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison between Governmental Funds and governmental activities.

The fund financial statements present information for each Major Governmental Fund in separate columns. Data from the Nonmajor Governmental Funds are combined into a single, aggregated presentation. Individual Fund data for each of these Nonmajor Governmental Funds is provided in the form of combining statements elsewhere in this report. The City adopts an annual appropriated budget for the General Fund, the Economic Development Authority Special Revenue Fund and the Housing and Redevelopment Authority Special Revenue Fund. Budget-to-actual comparisons are provided in this financial report for these funds.

Proprietary Funds – The City maintains two different types of Proprietary Funds. Enterprise Funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses one Internal Service Fund to accumulate and allocate costs internally among the various city functions. Because the Internal Service Fund is predominantly used by governmental functions, it is included within governmental activities in the city-wide financial statements.

Fiduciary Funds – Fiduciary Funds are used to account for resources held for the benefit of parties outside of the government. Fiduciary Funds are not reflected in the government-wide financial statements because the resources for those funds are not available to support the City's own programs. The accounting used for Fiduciary Funds is much like that used for Proprietary Funds.

Notes to Basic Financial Statements – The notes to basic financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other Information – In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's progress in funding its obligation to provide post-employment benefits to its employees. Required supplementary information can be found following the notes to basic financial statements.

Combining and individual fund statements and schedules for Nonmajor Funds are presented immediately following the required supplementary information. Statistical tables are presented following these statements and schedules.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. The City's assets exceeded liabilities by $142,260,253 at the close of December 2012.

By far, the largest portion of the City's net position (65 percent) reflects its investment in capital assets (e.g., land, buildings, machinery, infrastructure, and equipment), less any related debt used to acquire those assets that are still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

The following is a summary of the City's net position:

	Net Position					
	Governmental Activities		Business-Type Activities		Total	
	2012	2011	2012	2011	2012	2011
Assets						
Current and other assets	$ 37,508,556	$ 45,991,067	$ 27,577,456	$ 23,870,643	$ 65,086,012	$ 69,861,710
Capital assets, net of depreciation	64,638,822	63,894,321	50,843,868	51,748,092	115,482,690	115,642,413
Total assets	$ 102,147,378	$ 109,885,388	$ 78,421,324	$ 75,618,735	$ 180,568,702	$ 185,504,123
Liabilities						
Current and other liabilities	$ 832,139	$ 1,864,642	$ 90,724	$ 106,583	$ 922,863	$ 1,971,225
Long-term liabilities	37,385,586	31,688,639	-	-	37,385,586	31,688,639
Total liabilities	$ 38,217,725	$ 33,553,281	$ 90,724	$ 106,583	$ 38,308,449	$ 33,659,864
Net position						
Net investment in capital assets	$ 41,998,822	$ 39,794,321	$ 50,843,868	$ 51,748,092	$ 92,842,690	$ 91,542,413
Restricted	14,632,006	22,103,948	-	-	14,632,006	22,103,948
Unrestricted	7,298,825	14,433,838	27,486,732	23,764,060	34,785,557	38,197,898
Total net position	$ 63,929,653	$ 76,332,107	$ 78,330,600	$ 75,512,152	$ 142,260,253	$ 151,844,259

The City's financial position is the product of many factors. For example, the determination of the City's net investment in capital assets involves many assumptions and estimates, such as current and accumulated depreciation amounts. A conservative versus a liberal approach to depreciation estimates, as well as capitalization policies, will produce a very significant difference in the calculated amounts.

The City has taken a conservative financial approach, carefully analyzing revenues and expenditures/expenses to assure operation of a balanced budget. The ongoing management of revenue and expenditures/expenses has resulted in an upgraded bond rating. In November 2009, Standard and Poor's (S&P) upgraded the City's bond rating from an AA- to an AA+ and reaffirmed the rating in December 2011 and March 2012. This has also allowed the City to continue to provide quality public services at a tax rate that is affordable.

At the end of the current fiscal year, the City is able to report positive balances in all three categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities.

The following is a summary of the City's changes in net position:

	Changes in Net Position					
	Governmental Activities		Business-Type Activities		Total	
	2012	2011	2012	2011	2012	2011
Revenues						
Program revenues						
Charges for services	$ 2,303,722	$ 1,979,537	$ 4,578,453	$ 4,151,812	$ 6,882,175	$ 6,131,349
Operating grants and contributions	2,008,709	298,077	57,239	50,279	2,065,948	348,356
Capital grants and contributions	3,866,331	4,187,265	1,315,030	88,349	5,181,361	4,275,614
General revenues						
Property taxes	11,454,519	11,671,760	-	-	11,454,519	11,671,760
General grants and contributions	9,175	120,932	-	-	9,175	120,932
Sale of capital assets	-	14,716	-	-	-	14,716
Investment earnings	474,076	903,786	320,894	460,228	794,970	1,364,014
Total revenues	20,116,532	19,176,073	6,271,616	4,750,668	26,388,148	23,926,741
Expenses						
General government	18,976,842	5,559,732	-	-	18,976,842	5,559,732
Public safety	4,218,066	4,307,045	-	-	4,218,066	4,307,045
Highways and streets	5,659,428	6,129,272	-	-	5,659,428	6,129,272
Culture and recreation	1,216,583	1,267,292	-	-	1,216,583	1,267,292
Water utility	-	-	1,228,012	1,358,050	1,228,012	1,358,050
Sewer utility	-	-	1,152,760	1,149,318	1,152,760	1,149,318
Street Light utility	-	-	165,651	163,758	165,651	163,758
Recycling utility	-	-	302,936	302,947	302,936	302,947
Storm Water utility	-	-	496,309	410,666	496,309	410,666
Interest and fiscal charges	2,555,567	1,302,228	-	-	2,555,567	1,302,228
Total expenses	32,626,486	18,565,569	3,345,668	3,384,739	35,972,154	21,950,308
Changes in net position before transfers	(12,509,954)	610,504	2,925,948	1,365,929	(9,584,006)	1,976,433
Transfers	107,500	1,199,585	(107,500)	(1,199,585)	-	-
Changes in net position	(12,402,454)	1,810,089	2,818,448	166,344	(9,584,006)	1,976,433
Net Position - beginning	76,332,107	74,522,018	75,512,152	75,345,808	151,844,259	149,867,826
Net Position - ending	$ 63,929,653	$ 76,332,107	$ 78,330,600	$ 75,512,152	$ 142,260,253	$ 151,844,259

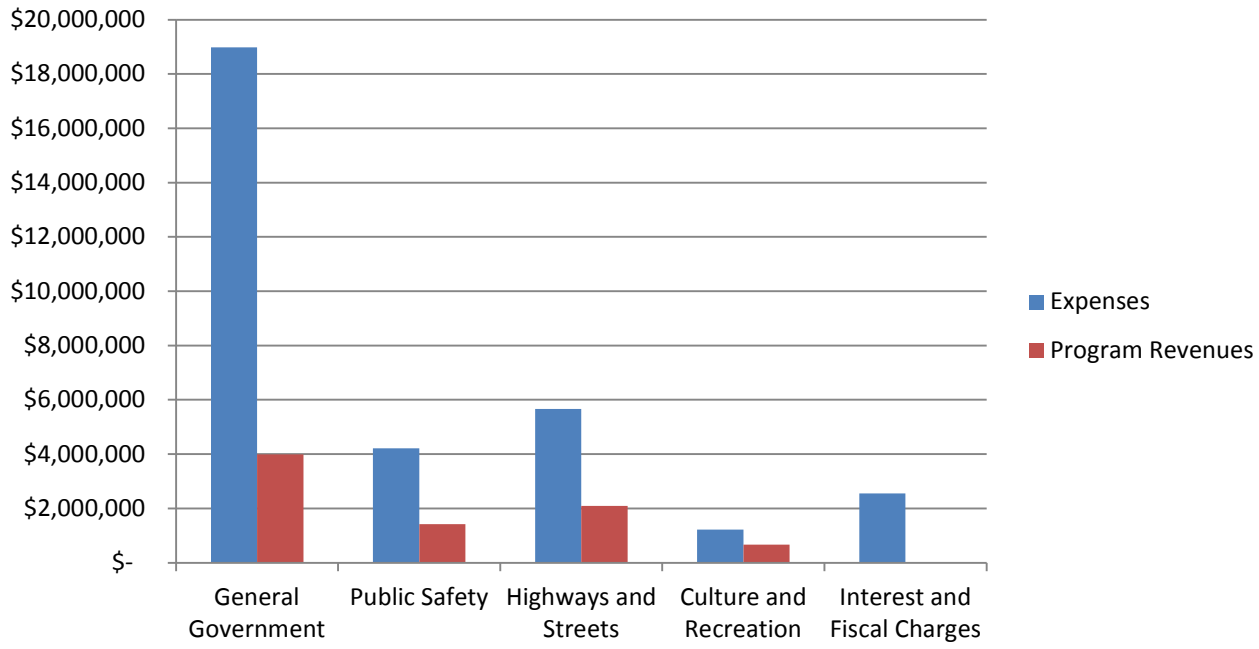
Governmental Activities – Governmental activities account for the $12,402,454 million decrease in the City's net position. The general government function experienced a $13,417,110 increase (approx. 241 percent) in expenses. The increase in governmental expenditures was primarily due to non-capital administrative expenditures (legal, development and financial) in relationship to the development of The COR. Projects within The COR associated with these expenditures include the Northstar Commuter Rail Station and contributions appropriated to The Residence at the COR apartment building. Property taxes decreased $217,241 (approximately 2%) during the year. This percentage change reflects the current economy that stills sees a large number of foreclosures and job loss. Investment earnings also decreased $429,700 or 48% as a result of a less favorable investment environment due to financial markets. Charges for services increased by 16%, or $324,185. Operating grants and contributions increased approximately $1,700,000 due to county funding received for non-capital public improvements. Capital grants and contributions decreased 8% or $320,934 due to a reduction in public improvement activity. The highways and streets function experienced nearly a $470,000 decrease (8%) in expenses. This decrease is due to a reduction in public improvement projects from the prior year.

Business-Type Activities – Business-type activities, which are the City's utility operations of water, sewer, street light, recycling, and storm water, increased the City's net position by $2,818,448. Key elements of this increase are as follows.

- Transfers had a significant change from the previous year. In 2011 there was a $1,199,585 transfer out of the proprietary funds. The water fund transferred $1 million to the debt service fund to help offset the municipal center debt so that the total amount did not need to be levied in a year with decreasing market values and weakened economy. A similar transfer was not completed in 2012.
- There was a 30% decrease in investment earnings as a result of a less favorable investment environment due to financial markets.
- Capital grants and contributions increased $1,226,681 due to trunk charge contributions made from the developer of the Residence and the COR apartment building constructed in 2012.

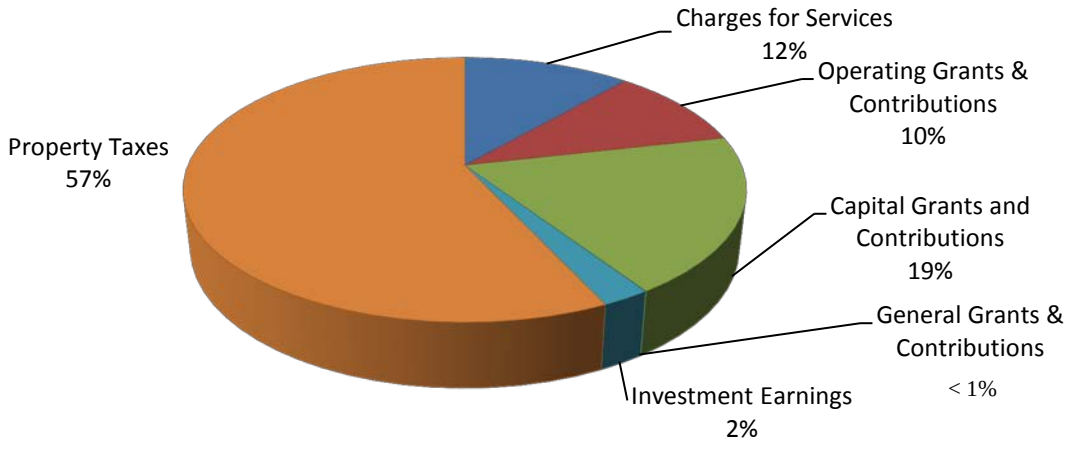
Governmental Activities – The following graphs illustrate the City's governmental activities:

Expenses and Program Revenues – Governmental Activities



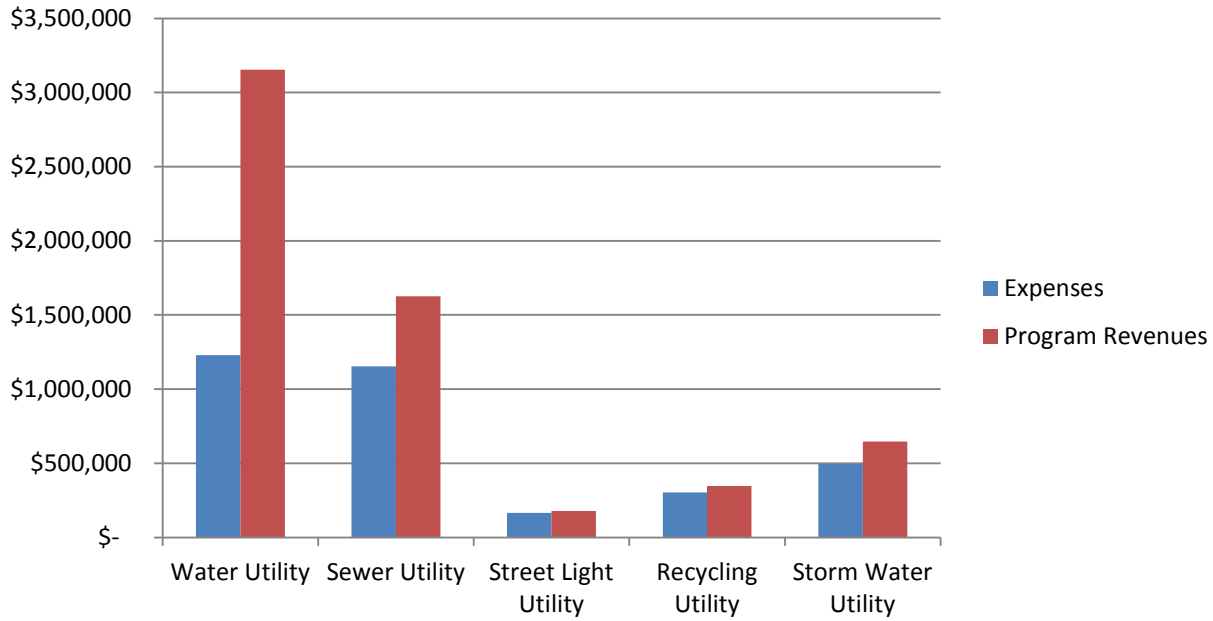
The graphs show the governmental activities and their income clearly reflect the need for property taxes to supplement the activities of the City. The trend of property taxes shows an increasing reliance on this source as the state has withdrawn their support that was previously received as local government aid and market value homestead credit.

Revenue by Source – Governmental Activities

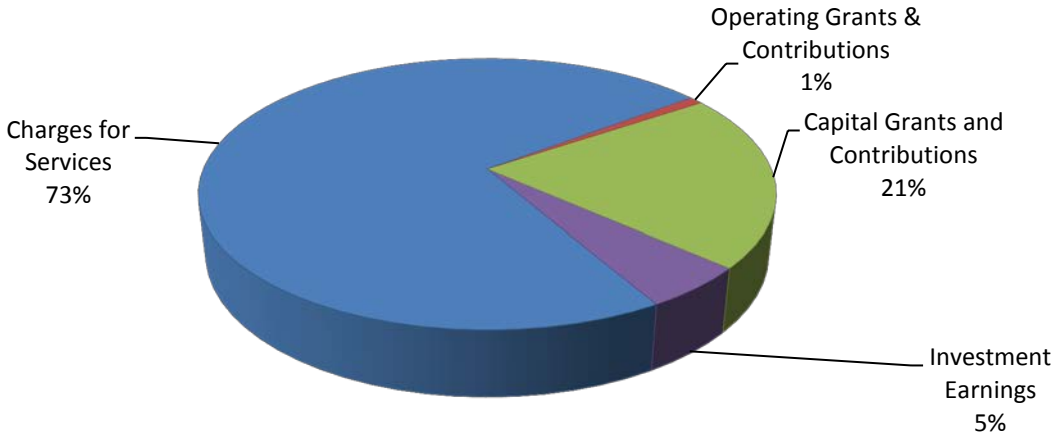


Business-Type Activities – The following graphs illustrate the City's business-type activities:

Expenses and Program Revenues – Business-Type Activities



Revenues By Source – Business-Type Activities



The business-type activities, which represent the Utility Funds, all received revenues in excess of expenses. Charges for services are the main source of revenue (73%) for all Utility Funds.

Governmental Funds – At the end of the fiscal year, the City's Governmental Funds reported combined ending fund balances of $34,783,575, a decrease of $7,156,687 in comparison with the prior year. The decrease was attributable to the current refunding activity of the Series 2012A/2005A Lease Revenue Bond.

General Fund – The General Fund operating results can be summarized as follows:

	Original Budget	Final Budget	Actual	Over (Under) Final Budget	% Over (Under) Budget
Revenue	$ 8,593,459	$ 8,539,908	$ 8,544,434	$ 4,526	0.1%
Expenditures	9,648,075	9,139,362	9,098,542	(40,820)	-0.4%
Excess (deficiency) of revenue over expenditures	(1,054,616)	(599,454)	(554,108)	45,346	
Other financing sources (uses)	1,054,616	946,616	890,759	(55,857)	
Net change in fund balances	$ –	$ 347,162	336,651	$ (10,511)	
Fund balances					
Beginning of year			6,388,632		
End of year			$ 6,725,283		

The actual operating results ended close to the amount projected in the final budget. The change in budget from the original to the final can be attributed to decisions made by city council throughout the year. To maximize savings, positions that were vacant were not refilled.

Tax Increment Fund – This Special Revenue Fund had a year-end fund balance of $1,146,330 which reflects a $7,669,923 decrease from 2011. The decrease was due to the expenditures related to development projects located in The COR (Tax Increment District #14). Projects include the Northstar Commuter Rail Station, an addition to the municipal parking ramp, and The Residence at the COR apartment building.

Housing and Redevelopment Authority Fund – This Special Revenue Fund had a year-end fund balance of $8,259,754. The decrease of $75,753 is attributed to costs associated with marketing and developing The COR.

2012A/2005A G.O. Improvement Bond Refund – This Debt Service Fund had a year-end fund balance of $959,891. The decrease of $1,195,570 is attributed to bond issuance Series 2012A. The Series 2012A bonds were issued to full net advance refund $17,040,000 of the $19,200,000 Public Facility Lease Revenue Bonds Series 2005A, dated June 1, 2005, issued by the Economic Development Authority of the city of Ramsey. Concurrent with this issuance, the ground lease entered into between the Economic Development Authority and the City was terminated with the city acquiring the Municipal Center Facility (financed from proceeds of the Series 2005A Lease Revenue Bonds). The 2012A bonds allow the city to reduce annual debt service costs and extend the final repayment term.

Public Improvement Revolving Fund – This Capital Project Fund saw an overall increase in fund balance of $408,159 which is attributed to the funds share of pooled interest earnings, an increase in special assessments, and decrease highway and streets expenditures.

Landfill Fund – This Capital Project Fund showed an overall decrease in fund balance of $963,744, which is attributed to the city covering for the development of The COR, a public improvement initiative benefiting the city. This fund was originally established to account for certain landfill-related revenue and the expenditures the City may incur in relation to the landfill. The landfill is now closed and per state statute, funds may be used for expenditures related to improvements that provide a benefit to the entire city.

Equipment Revolving Fund – This Capital Project Fund reported a year-end fund balance of $1,780,818. The decrease of $1,495,418 in fund balance was largely attributed to a transfer out for the purchase of capital equipment.

Public Improvement Revolving The COR Capital Project Fund – This capital project fund increased overall fund balance $152,520. The city received $696,000 in grant revenue from the State of Minnesota for the municipal center parking ramp expansion and Northstar Commuter Rail Station which attributed to the increase in fund balance.

Armstrong / Bunker Street Improvement Fund – This Capital Project Fund reported a zero fund balance. This fund is used to account for all costs associated with the construction of public improvements related to the Armstrong Blvd and Bunker Blvd project which was completed and closed in 2012.

Sunwood Drive Realignment – This Capital Project Fund reported a $1,074,576 fund balance. This fund is used to account for all costs associated with the realignment of Sunwood Drive to better accommodate development parcels located within the COR and prepare for the future Armstrong Blvd interchange. The city received $1,700,000 in funding from the county to offset the cost related to the Armstrong Blvd interchange as this is a county road.

Proprietary Funds – The City's Proprietary Funds provide the same type of information found in the government-wide financial statements, but in more detail. The City's Enterprise Funds had a combined net position balance of $78,330,600 at December 31, 2012. The financial activities of these funds have been summarized in previous charts within this discussion.

The Enterprise Funds consist of the Water Utility Fund, Sewer Utility Fund, Street Light Utility Fund, Recycling Utility Fund, and Storm Water Utility Fund. The growth in the assets reflect the ongoing expansion and provision of services to the various service areas of the utilities.

Capital Assets – The City's investment in capital assets (net of accumulated depreciation) for its governmental and business-type activities as of December 31, 2012 are as follows:

	Governmental Activities		Business-Type Activities		Totals	
	2012	2011	2012	2011	2012	2011
Land	$ 6,772,024	$ 6,772,024	$ 868,513	$ 868,513	$ 7,640,537	$ 7,640,537
Construction in progress	5,083,805	4,153,721	373,055	123,781	5,456,860	4,277,502
Buildings and structures	25,748,275	25,763,775	6,058,847	6,058,847	31,807,122	31,822,622
Improvements other than buildings	7,338,905	7,346,628	11,596,024	11,445,595	18,934,929	18,792,223
Office equipment	683,468	691,719	-	-	683,468	691,719
Motor vehicles	3,804,697	3,766,466	-	-	3,804,697	3,766,466
Machinery and equipment	4,712,773	4,694,542	540,275	540,275	5,253,048	5,234,817
Infrastructure	27,640,699	25,412,900	-	-	27,640,699	25,412,900
Water and sewer lines	-	-	45,346,485	45,346,485	45,346,485	45,346,485
	81,784,646	78,601,775	64,783,199	64,383,496	146,567,845	142,985,271
Less accumulated depreciation	17,145,824	14,707,454	13,939,331	12,635,404	31,085,155	27,342,858
Total capital assets, net of depreciation	$ 64,638,822	$ 63,894,321	$ 50,843,868	$ 51,748,092	$ 115,482,690	$ 115,642,413
Depreciation expense	$ 2,606,322	$ 2,519,597	$ 1,303,928	$ 1,297,690	$ 3,910,250	$ 3,817,287

The City's investment in capital assets for its governmental and business-type activities as of December 31, 2012 amounts to over $115 million (net of accumulated depreciation).

The governmental activities show an increase of approximately $744,500 in capital assets. This increase is attributable to greater construction in progress resulting from the nearly completed municipal center parking ramp expansion and public improvement road projects. Depreciation for business-type activities surpassed current year additions causing a reduction in business-type capital assets. Additional details of capital asset activity for the year can be found in Note 4 of the notes to basic financial statements.

Long-Term Liabilities – The Debt Service Funds account for the accumulation of resources to finance all of the City's general obligation bonds. The revenue sources for these funds include annual tax levies and special assessments. At year-end, major debt service fund balance was $959,891 and non-major debt service fund balance was $4,658,740 for a total of $5,618,631 in fund balance for these funds.

The following table summarizes the City's long-term liabilities:

	Governmental Activities	
	2012	2011
Bonds	$ 36,345,000	$ 30,505,000
Capital equipment certificates	-	170,000
Compensated absences	760,944	798,892
Other Post-Employment Benefits (OPEB)	279,642	214,747
Total	$ 37,385,586	$ 31,688,639

During the current fiscal year, The City saw an increase of nearly $5.7 million in bonds and certificates. The City issued two new bond series during the current fiscal year. The series 2012A bonds were issued as a general obligation improvement bond with the intent to refund series 2005A public facility lease bonds. The series 2012B bonds were issued as a taxable general obligation tax increment bond. The proceeds from this issuance will pay for certain qualified costs related to the construction of The Residence at The COR Apartments located within tax increment district 14. The compensated absence liability decreased $37,948 due to significant staffing reductions as a result of voluntary retirement and/or termination. Other Post-Employment Benefits (OPEB) increased $64,895 due to an increase in the annual required contribution as actuarially determined with the parameters of GASB Statement Nos. 43 and 45.

State statutes limit the amount of general obligation debt a governmental entity may issue to three percent of its total assessed valuation. The current debt limitation for the City is $57,200,676.

The City has sufficient funds on hand to make all required bond payments, and anticipates an ongoing stream of revenue to make future bond payments.

Additional details of the long-term debt activity for the year can be found in Note 5 of the notes to basic financial statements.

Economic Factors and Next Year's Budgets and Rates

- The unemployment rate for the City of Ramsey is currently 5.2%, which is a decrease from a rate of 6.7% a year ago. The state of Minnesota shows an average unemployment rate of 6.4%, whereas, nationally the unemployment rate is 8.4%.
- The number of foreclosures in the City of Ramsey increased from 109 units in 2011 to 146 in 2012. In comparison, the State of Minnesota saw a decrease in foreclosures from 21,298 in 2011 to 17,895 in 2012.
- Inflationary trends in the region compare favorably to national indices.
- The city is expecting steady residential and commercial growth within the next three years, spurred by the completion of the Ramsey Station for the Minnesota Northstar commuter rail.

All of these factors were considered in preparing the City of Ramsey's budget for the 2013 fiscal year.

The storm water utility rates were increased for the 2013 budget year. The storm water utilities will increase an average of 5%. The increased rates are to not only offset current maintenance costs and depreciation, but to help finance 2013 storm utility projects. Additionally, there was a $1 increase in the special assessment fee for unpaid items assessed. This increase will offset inflationary administration costs.

REQUESTS FOR INFORMATION

Questions concerning any of the information provided in this report or requests for additional information should be addressed by writing to the City of Ramsey, 7550 Sunwood Drive Northwest, Ramsey, MN 55303 or by calling (763) 427-1410.

THIS PAGE INTENTIONALLY LEFT BLANK

BASIC FINANCIAL STATEMENTS

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RAMSEY

Statement of Net Position
December 31, 2012

	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and temporary investments	$ 24,805,201	$ 19,894,189	$ 44,699,390
Receivables			
Unremitted taxes	64,408	–	64,408
Delinquent taxes	454,736	–	454,736
Delinquent special assessments	16,702	34,622	51,324
Deferred special assessments	1,118,876	297,774	1,416,650
Accounts	64,335	1,211,783	1,276,118
Interest	173,492	–	173,492
Internal balances	(6,090,392)	6,090,392	–
Due from other governmental units	48,544	–	48,544
Prepaids	4,042	–	4,042
Land held for resale	13,029,517	–	13,029,517
Restricted assets – temporarily restricted			
Cash and investments for debt service	3,819,095	–	3,819,095
Capital assets			
Land	6,772,024	868,513	7,640,537
Construction in progress	5,083,805	373,055	5,456,860
Buildings and structures	25,748,275	6,058,847	31,807,122
Improvements other than buildings	7,338,905	11,596,024	18,934,929
Office equipment	683,468	–	683,468
Motor vehicles	3,804,697	–	3,804,697
Machinery and equipment	4,712,773	540,275	5,253,048
Infrastructure	27,640,699	–	27,640,699
Water and sewer lines	–	45,346,485	45,346,485
Less accumulated depreciation	(17,145,824)	(13,939,331)	(31,085,155)
Total capital assets, net of depreciation	64,638,822	50,843,868	115,482,690
Total assets	$ 102,147,378	$ 78,372,628	$ 180,520,006
Liabilities			
Accounts and contracts payable	$ 461,263	$ 64,090	$ 525,353
Salaries and benefits payable	233,172	–	233,172
Accrued interest payable	100,133	–	100,133
Due to other governmental units	37,571	26,274	63,845
Unearned revenue	–	360	360
Long-term liabilities			
Due within one year	1,809,614	–	1,809,614
Due in more than one year	35,575,972	–	35,575,972
Total long-term liabilities	37,385,586	–	37,385,586
Total liabilities	38,217,725	90,724	38,308,449
Net Position			
Net investment in capital assets	41,998,822	50,843,868	92,842,690
Restricted for			
Capital improvements	828,049	–	828,049
Debt service	2,465,739	–	2,465,739
Economic development	1,366,641	–	1,366,641
Housing redevelopment	8,272,003	–	8,272,003
Lawful gambling	162,477	–	162,477
Public safety	65,451	–	65,451
Solid waste management	166,785	–	166,785
Tax increment	1,304,861	–	1,304,861
Unrestricted	7,298,825	27,486,732	34,785,557
Total net position	63,929,653	78,330,600	142,260,253
Total liabilities and net position	$ 102,147,378	$ 78,421,324	$ 180,568,702

See notes to basic financial statements

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RAMSEY

Statement of Activities
Year Ended December 31, 2012

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expenses) Revenue and Changes in Net Position: Governmental Activities	Net (Expenses) Revenue and Changes in Net Position: Business-Type Activities	Net (Expenses) Revenue and Changes in Net Position: Total
Governmental activities							
General government	$18,976,842	$ 416,152	$ 1,762,855	$ 1,814,393	$ (14,983,442)	$ –	$ (14,983,442)
Public safety	4,218,066	1,177,840	243,630	1,293	(2,795,303)	–	(2,795,303)
Highways and streets	5,659,428	81,159	1,547	2,012,696	(3,564,026)	–	(3,564,026)
Culture and recreation	1,216,583	628,571	677	37,949	(549,386)	–	(549,386)
Interest and fiscal charges	2,555,567	–	–	–	(2,555,567)	–	(2,555,567)
Total governmental activities	32,626,486	2,303,722	2,008,709	3,866,331	(24,447,724)	–	(24,447,724)
Business-type activities							
Water utility	1,228,012	2,131,460	7,074	1,014,359	–	1,924,881	1,924,881
Sewer utility	1,152,760	1,324,342	–	300,671	–	472,253	472,253
Street light utility	165,651	179,124	–	–	–	13,473	13,473
Recycling utility	302,936	296,358	50,165	–	–	43,587	43,587
Storm water utility	496,309	647,169	–	–	–	150,860	150,860
Total business-type activities	3,345,668	4,578,453	57,239	1,315,030	–	2,605,054	2,605,054
Total governmental and business-type activities	$35,972,154	$ 6,882,175	$ 2,065,948	$ 5,181,361	(24,447,724)	2,605,054	(21,842,670)
		General revenues					
		Property taxes			11,454,519	–	11,454,519
		General grants and contributions			9,175	–	9,175
		Investment earnings			474,076	320,894	794,970
		Transfers			107,500	(107,500)	–
		Total general revenues and transfers			12,045,270	213,394	12,258,664
		Change in net position			(12,402,454)	2,818,448	(9,584,006)
		Net position – beginning			76,332,107	75,512,152	151,844,259
		Net position – ending			$ 63,929,653	$ 78,330,600	$ 142,260,253

See notes to basic financial statements

CITY OF RAMSEY
Balance Sheet
Governmental Funds
December 31, 2012

	General	Special Revenue Funds: Tax Increment	Special Revenue Funds: Housing and Redevelopment Authority	Debt Service Fund: 2012A/2005A G.O. Improvement Bond Refund
Assets				
Cash and temporary investments	$ 7,952,380	$ 1,145,344	$ 495,400	$ 955,474
Cash and investments held by trustee	–	–	–	–
Receivables				
Unremitted taxes	35,390	20,194	1,852	4,417
Delinquent taxes	238,886	158,532	12,249	27,190
Delinquent special assessments	–	–	–	–
Deferred special assessments	–	–	–	–
Accounts	16,773	–	–	–
Interest	173,492	–	–	–
Due from other funds	–	–	–	–
Due from other governmental units	25,119	–	–	–
Prepaids	4,042	–	–	–
Land held for resale	–	–	12,408,367	–
Advances to other funds	–	–	–	–
Total assets	$ 8,446,082	$ 1,324,070	$ 12,917,868	$ 987,081
Liabilities and Fund Balances				
Liabilities				
Accounts and contracts payable	$ 183,253	$ 7,174	$ 51,961	$ –
Salaries and benefits payable	233,172	–	–	–
Due to other governmental units	24,029	12,035	–	–
Due to other funds	–	–	–	–
Deferred revenue	238,886	158,531	12,249	27,190
Advances from other funds	1,041,459	–	4,593,904	–
Total liabilities	1,720,799	177,740	4,658,114	27,190
Fund balances:				
Nonspendable	4,042	–	–	–
Restricted	–	1,146,330	8,259,754	959,891
Committed	–	–	–	–
Assigned	142,419	–	–	–
Unassigned	6,578,822	–	–	–
Total fund balances	6,725,283	1,146,330	8,259,754	959,891
Total liabilities and fund balances	$ 8,446,082	$ 1,324,070	$ 12,917,868	$ 987,081

See notes to basic financial statements

Capital Project Funds								
Public Improvement Revolving	Landfill	Equipment Revolving	Public Improvement Revolving The COR	Armstrong/ Bunker Street Improvement	Sunwood Drive Realignment	Nonmajor	Totals
$ 2,161,629	$ 1,977,890	$ 1,780,818	$ –	$ –	$ 1,186,707	$ 6,745,042	$ 24,400,684
–	–	–	–	–	–	3,819,095	3,819,095
–	–	–	–	–	–	2,555	64,408
1	–	–	–	–	–	17,878	454,736
16,702	–	–	–	–	–	–	16,702
1,118,876	–	–	–	–	–	–	1,118,876
–	–	–	–	–	–	47,562	64,335
–	–	–	–	–	–	–	173,492
78,100	–	–	–	–	–	67,500	145,600
–	–	–	11,672	–	–	11,753	48,544
–	–	–	–	–	–	–	4,042
–	–	–	–	–	–	621,150	13,029,517
–	157,467	–	–	–	–	–	157,467
$ 3,375,308	$ 2,135,357	$ 1,780,818	$ 11,672	$ –	$ 1,186,707	$ 11,332,535	$ 43,497,498
$ 2,203	$ –	$ –	$ 37,076	$ –	$ 112,131	$ 65,691	$ 459,489
–	–	–	–	–	–	–	233,172
–	–	–	–	–	–	1,426	37,490
–	–	–	78,100	–	–	67,500	145,600
1,135,579	–	–	–	–	–	17,878	1,590,313
–	–	–	–	–	–	612,496	6,247,859
1,137,782	–	–	115,176	–	112,131	764,991	8,713,923
–	–	–	–	–	–	–	4,042
–	–	–	–	–	–	7,240,316	17,606,291
–	–	–	–	–	–	946,312	946,312
2,237,526	2,135,357	1,780,818	–	–	1,074,576	2,734,104	10,104,800
–	–	–	(103,504)	–	–	(353,188)	6,122,130
2,237,526	2,135,357	1,780,818	(103,504)	–	1,074,576	10,567,544	34,783,575
$ 3,375,308	$ 2,135,357	$ 1,780,818	$ 11,672	$ –	$ 1,186,707	$ 11,332,535	$ 43,497,498

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RAMSEY

Reconciliation of the Balance Sheet
to the Statement of Net Position
Governmental Funds
December 31, 2012

Total fund balances – Governmental Funds	$ 34,783,575
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in Governmental Funds.	
Cost of capital assets	81,784,646
Less accumulated depreciation	(17,145,824)
Long-term liabilities are not due and payable in the current period and therefore are not reported as liabilities in the funds.	
Long-term liabilities at year-end consist of:	
Bonds	(36,345,000)
Compensated absences payable	(760,944)
Certain revenues (including delinquent taxes and special assessments) are included in net position, but are excluded from fund balances until they are available to liquidate liabilities of the current period.	1,590,313
Accrued interest payable is included in net position, but is excluded from fund balances until due and payable.	(100,133)
Net other postemployment benefit obligations reported in the statement of net position do not require the use of current financial resources and are not reported as liabilities in governmental funds until actually due.	(279,642)
Internal Service Funds are used to manage insurance-related activty. The assets and liabilities of the Internal Service Funds (including capital assets) are included in governmental activities in the Statement of Net Position.	402,662
Total net position – governmental activities	$ 63,929,653

See notes to basic financial statements

CITY OF RAMSEY

Statement of Revenue, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended December 31, 2012

	General	Special Revenue Fund: Tax Increment	Special Revenue Fund: Housing and Redevelopment Authority	Debt Service Fund: 2012A/2005A G.O. Improvement Bond Refund
Revenue				
Property taxes	$ 7,023,839	$ 2,703,765	$ 367,053	$ 902,192
Special assessments	–	–	–	–
Licenses and permits	534,910	–	–	–
Intergovernmental revenue	311,840	–	236	–
Charges for services	488,849	–	–	–
Fines and forfeits	75,562	–	–	–
Other revenue				
Investment earnings	95,720	81,374	7,421	15,415
Miscellaneous	13,714	120,000	152,664	–
Total revenue	8,544,434	2,905,139	527,374	917,607
Expenditures				
Current				
General government	2,251,476	14,494,981	330,000	68
Public safety	3,860,697	–	–	–
Highways and streets	1,700,988	–	–	–
Culture and recreation	835,678	–	–	–
Capital outlay	342,245	221,024	–	–
Debt service				
Principal retirement	–	–	–	685,000
Interest and fiscal charges	107,458	–	–	2,031,109
Total expenditures	9,098,542	14,716,005	330,000	2,716,177
Excess (deficiency) of revenue over expenditures	(554,108)	(11,810,866)	197,374	(1,798,570)
Other financing sources (uses)				
Bonds issued	–	6,825,738	–	–
Refunding bonds issued	–	–	–	16,875,000
Proceeds on sale of capital assets	–	–	–	–
Payments on refunded bonds	–	–	–	(17,227,352)
Premiums/Discounts on bonds issued	–	–	–	352,352
Transfers in	1,072,543	–	–	603,000
Transfers (out)	(181,784)	(2,684,795)	(273,127)	–
Total other financing sources (uses)	890,759	4,140,943	(273,127)	603,000
Net change in fund balances	336,651	(7,669,923)	(75,753)	(1,195,570)
Fund balances				
Beginning of year	6,388,632	8,816,253	8,335,507	2,155,461
End of year	$ 6,725,283	$ 1,146,330	$ 8,259,754	$ 959,891

See notes to basic financial statements

Capital Project Funds							
Public Improvement Revolving	Landfill	Equipment Revolving	Public Improvement Revolving The COR	Armstrong/ Bunker Street Improvement	Sunwood Drive Realignment	Nonmajor	Totals
$ –	$ –	$ –	$ –	$ –	$ –	$ 548,954	$11,545,803
363,449	–	–	–	–	–	73,405	436,854
–	–	–	–	–	–	–	534,910
–	–	–	764,408	–	1,700,000	959,611	3,736,095
–	–	–	–	–	–	1,192,551	1,681,400
–	–	–	–	–	–	–	75,562
34,496	56,421	48,968	–	–	–	128,217	468,032
14,056	–	139,519	102,149	–	–	1,367,127	1,909,229
412,001	56,421	188,487	866,557	–	1,700,000	4,269,865	20,387,885
–	940,371	–	–	–	–	274,616	18,291,512
–	–	–	–	–	–	–	3,860,697
6,807	–	–	159,795	395,614	1,779,474	348,737	4,391,415
–	–	–	–	–	–	774	836,452
–	–	–	970,940	–	1,167,514	668,405	3,370,128
–	–	–	–	–	–	800,000	1,485,000
–	–	–	–	–	6,795	535,814	2,681,176
6,807	940,371	–	1,130,735	395,614	2,953,783	2,628,346	34,916,380
405,194	(883,950)	188,487	(264,178)	(395,614)	(1,253,783)	1,641,519	(14,528,495)
–	–	–	–	–	–	494,262	7,320,000
–	–	–	–	–	–	–	16,875,000
–	–	–	–	–	–	11,753	11,753
–	–	–	–	–	–	–	(17,227,352)
–	–	–	–	–	–	(67,445)	284,907
985,810	–	17,926	416,698	135,345	2,361,579	644,826	6,237,727
(982,845)	(79,794)	(1,701,831)	–	–	–	(226,051)	(6,130,227)
2,965	(79,794)	(1,683,905)	416,698	135,345	2,361,579	857,345	7,371,808
408,159	(963,744)	(1,495,418)	152,520	(260,269)	1,107,796	2,498,864	(7,156,687)
1,829,367	3,099,101	3,276,236	(256,024)	260,269	(33,220)	8,068,680	41,940,262
$ 2,237,526	$ 2,135,357	$ 1,780,818	$ (103,504)	$ –	$ 1,074,576	$ 10,567,544	$34,783,575

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RAMSEY

Reconciliation of the Statement of
Revenues, Expenditures, and Changes in Fund Balances
to the Statement of Activities
Governmental Funds
Year Ended December 31, 2012

Total net change in fund balances – Governmental Funds	$ (7,156,687)
Amounts reported for governmental activities in the Statement of Activities are different because:	
Capital outlays are reported in Governmental Funds as expenditures. However, in the Statement of Activities the cost of those assets is allocated over the estimated useful lives as depreciation expense.	
Capital outlays	3,370,128
Disposals	(19,305)
Depreciation expense	(2,606,322)
Issuance of long-term debt provides current financial resources to governmental funds, while repayment of long-term liabilities is an expenditure in the Governmental Funds. Neither transaction, however, has any effect on net position.	
Issuance of new debt	(24,195,000)
Repayment of principal on long-term debt	18,525,000
Interest on long-term debt in the Statement of Activities differs from the amount reported in the Governmental Funds because interest is recognized as an expenditure in the funds when it is due, and thus requires the use of current financial resources. In the Statement of Activities, however, interest expense is recognized as the interest accrues, regardless of when it is due.	28,054
Certain revenues (including delinquent taxes and special assessments) are included in the change in net position, but are excluded from the change in fund balances until they are available to liquidate liabilities of the current period.	(352,391)
Certain expenses are included in the change in net position, but do not require the use of current funds, and are not included in the change in the fund balances.	
Governmental activities – compensated absences payable	37,948
Net other postemployment benefit obligations reported in the statement of activities do not require the use of current financial resources and are not reported as expenditures in governmental funds until actually due.	(64,895)
Internal Service Funds are used to charge the cost of certain activities, such as insurance to individual funds. This amount represents the change in net position of the Internal Service Fund, which is reported with governmental activities.	31,016
Change in net position – governmental activities	$ (12,402,454)

See notes to basic financial statements

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RAMSEY

Statement of Revenue, Expenditures, and Changes in Fund Balances
General Fund – Budget and Actual
Year Ended December 31, 2012

	Budgeted Amounts			Over (Under)
	Original	Final	Actual	Final Budget
Revenue				
Property taxes	$ 7,090,150	$ 7,023,839	$ 7,023,839	$ –
Licenses and permits	436,320	531,710	534,910	3,200
Intergovernmental revenue	305,300	320,772	311,840	(8,932)
Charges for services	543,189	491,953	488,849	(3,104)
Fines and forfeits	108,000	74,720	75,562	842
Other revenue				
Investment earnings	80,000	80,000	95,720	15,720
Miscellaneous	30,500	16,914	13,714	(3,200)
Total revenue	8,593,459	8,539,908	8,544,434	4,526
Expenditures				
Current				
General government	2,289,678	2,263,075	2,251,476	(11,599)
Public safety	4,110,418	3,883,892	3,860,697	(23,195)
Highways and streets	1,813,874	1,709,207	1,700,988	(8,219)
Culture and recreation	880,740	833,486	835,678	2,192
Capital outlay	340,252	342,244	342,245	1
Debt service				
Interest and fiscal charges	213,113	107,458	107,458	–
Total expenditures	9,648,075	9,139,362	9,098,542	(40,820)
Excess (deficiency) of revenue over expenditures	(1,054,616)	(599,454)	(554,108)	45,346
Other financing sources (uses)				
Transfers in	1,054,616	1,054,616	1,072,543	17,927
Transfers (out)	–	(108,000)	(181,784)	(73,784)
Total other financing sources (uses)	1,054,616	946,616	890,759	(55,857)
Net change in fund balances	$ –	$ 347,162	336,651	$ (10,511)
Fund balances				
Beginning of year			6,388,632	
End of year			$ 6,725,283	

See notes to basic financial statements

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RAMSEY

Statement of Revenue, Expenditures, and Changes in Fund Balances
Housing and Redevelopment Authority – Budget and Actual
Year Ended December 31, 2012

	Budgeted Amounts			Over (Under)
	Original	Final	Actual	Final Budget
Revenue				
Property taxes	$ 368,532	$ 367,053	$ 367,053	$ –
Intergovernmental revenue	–	–	236	236
Other revenue				
Investment earnings	2,500	2,500	7,421	4,921
Miscellanous	–	152,664	152,664	–
Total revenue	371,032	522,217	527,374	5,157
Expenditures				
Current				
General government	507,411	344,975	330,000	(14,975)
	507,411	344,975	330,000	(14,975)
Excess (deficiency) of revenue over expenditures	(136,379)	177,242	197,374	20,132
Other financing sources (uses)				
Transfers in/(out)	–	(273,127)	(273,127)	–
Net change in fund balances	$ (136,379)	$ (95,885)	(75,753)	$ 20,132
Fund balances				
Beginning of year			8,335,507	
End of year			$ 8,259,754	

See notes to basic financial statements

CITY OF RAMSEY

Statement of Net Position
Proprietary Funds
Year Ended December 31, 2012

	Business-Type Activities – Enterprise Funds		
	Water Utility	Sewer Utility	Street Light Utility
Assets			
Current assets			
Cash and temporary investments	$ 11,057,142	$ 6,612,345	$ 1,248,358
Receivables			
Delinquent special assessments	17,311	17,311	–
Deferred special assessments	149,102	148,672	–
Accounts and interest	441,952	407,172	60,319
Prepaids	–	48,696	–
Total current assets	11,665,507	7,234,196	1,308,677
Noncurrent assets			
Advances to other Funds	2,909,448	3,180,944	–
Capital assets			
Land	868,513	–	–
Construction in progress	–	–	–
Buildings and structures	6,058,847	–	–
Improvements other than buildings	–	–	731,725
Machinery and equipment	134,188	378,167	–
Water and sewer lines	24,117,279	21,229,206	–
	31,178,827	21,607,373	731,725
Less accumulated depreciation	6,449,117	5,343,725	347,030
Net capital assets	24,729,710	16,263,648	384,695
Total noncurrent assets	27,639,158	19,444,592	384,695
Total assets	$ 39,304,665	$ 26,678,788	$ 1,693,372
Liabilities and Net Position			
Current liabilities			
Accounts and contracts payable	$ 16,276	$ 18,182	$ 19,800
Due to other governmental units	26,274	–	–
Unearned revenue	–	–	360
Total current liabilities	42,550	18,182	20,160
Net Position			
Net investment in capital assets	24,729,710	16,263,648	384,695
Unrestricted	14,532,405	10,396,958	1,288,517
Total net position	39,262,115	26,660,606	1,673,212
Total liabilities and net position	$ 39,304,665	$ 26,678,788	$ 1,693,372

See notes to basic financial statements

Recycling Utility	Storm Water Utility	Totals	Governmental Activities Internal Service
$ 175,119	$ 801,225	$ 19,894,189	$ 404,517
–	–	34,622	–
–	–	297,774	–
96,138	206,202	1,211,783	–
–	–	48,696	–
271,257	1,007,427	21,487,064	404,517
–	–	6,090,392	–
–	–	868,513	–
–	373,055	373,055	–
–	–	6,058,847	–
–	10,864,299	11,596,024	–
–	27,920	540,275	–
–	–	45,346,485	–
–	11,265,274	64,783,199	–
–	1,799,459	13,939,331	–
–	9,465,815	50,843,868	–
–	9,465,815	56,934,260	–
$ 271,257	$ 10,473,242	$ 78,421,324	$ 404,517
$ 25	$ 9,807	$ 64,090	$ 1,774
–	–	26,274	81
–	–	360	–
25	9,807	90,724	1,855
–	9,465,815	50,843,868	–
271,232	997,620	27,486,732	402,662
271,232	10,463,435	78,330,600	402,662
$ 271,257	$ 10,473,242	$ 78,421,324	$ 404,517

CITY OF RAMSEY

Statement of Revenue, Expenses, and Changes in Net Position
Proprietary Funds
Year Ended December 31, 2012

	Business-Type Activities – Enterprise Funds		
	Water Utility	Sewer Utility	Street Light Utility
Operating revenue			
Charges for services	$ 2,128,289	$ 1,316,490	$ 179,124
Sewer access surcharge	-	7,852	-
Other	3,171	-	-
Total operating revenue	2,131,460	1,324,342	179,124
Operating expenses			
Personal services	268,212	78,723	327
Supplies	127,905	39,792	-
Service charges			
Disposal charges	-	541,073	-
Other	220,290	51,922	133,206
Depreciation	611,605	441,250	32,118
Total operating expenses	1,228,012	1,152,760	165,651
Operating income (loss)	903,448	171,582	13,473
Nonoperating revenue			
Intergovernmental revenue	7,074	-	-
Investment earnings	169,990	115,542	19,641
Total nonoperating revenue	177,064	115,542	19,641
Income before contributions and transfers	1,080,512	287,124	33,114
Capital contributions	1,014,359	300,671	-
Transfers out	(34,000)	(28,000)	(14,000)
Change in net position	2,060,871	559,795	19,114
Net position			
Beginning of year	37,201,244	26,100,811	1,654,098
End of year	$ 39,262,115	$ 26,660,606	$ 1,673,212

See notes to basic financial statements

Recycling Utility	Storm Water Utility	Totals	Governmental Activities Internal Service
$ 296,358	$ 647,169	$ 4,567,430	$ -
-	-	7,852	-
-	-	3,171	64,392
296,358	647,169	4,578,453	64,392
6,059	126,700	480,021	-
5,090	12,063	184,850	-
-	-	541,073	-
291,787	138,591	835,796	39,420
-	218,955	1,303,928	-
302,936	496,309	3,345,668	39,420
(6,578)	150,860	1,232,785	24,972
50,165	-	57,239	-
2,229	13,492	320,894	6,044
52,394	13,492	378,133	6,044
45,816	164,352	1,610,918	31,016
-	-	1,315,030	-
(8,500)	(23,000)	(107,500)	-
37,316	141,352	2,818,448	31,016
233,916	10,322,083	75,512,152	371,646
$ 271,232	$ 10,463,435	$ 78,330,600	$ 402,662

CITY OF RAMSEY

Statement of Cash Flows
Proprietary Funds
Year Ended December 31, 2012

	Business-Type Activities – Enterprise Funds		
	Water Utility	Sewer Utility	Street Light Utility
Cash flows from operating activities			
Receipts from customers and users	$ 2,058,177	$ 1,305,357	$ 178,005
Receipts from interfund services provided	–	–	–
Paid to suppliers/service providers	(367,923)	(620,383)	(148,235)
Paid to employees	(268,212)	(78,723)	(327)
Net cash provided (used) by operating activities	1,422,042	606,251	29,443
Cash flows from capital and related financing activities			
Capital contributions	1,014,359	300,671	–
Acquisition of capital assets	–	–	(26,648)
Net cash provided (used) by capital and related financing activities	1,014,359	300,671	(26,648)
Cash flows from investing activities			
Interest received on investments	169,990	115,542	19,641
Cash flows from noncapital financing activities			
Intergovernmental revenue	7,074	–	–
Transfers (out)	(34,000)	(28,000)	(14,000)
Advances to other funds	69,080	80,749	–
Net cash provided (used) from noncapital financing activities	42,154	52,749	(14,000)
Net increase (decrease) in cash and temporary investments/cash equivalents	2,648,545	1,075,213	8,436
Cash and temporary investments/cash equivalents			
Beginning of year	8,408,597	5,537,132	1,239,922
End of year	$ 11,057,142	$ 6,612,345	$ 1,248,358
Reconciliation of operating income (loss) to net cash provided (used) by operating activities			
Operating income (loss)	$ 903,448	$ 171,582	$ 13,473
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities			
Depreciation	611,605	441,250	32,118
Change in assets and liabilities			
Receivables			
Deferred special assessments	(27,745)	(28,837)	–
Accounts	(45,538)	9,852	(759)
Prepaids	–	(3,006)	–
Accounts payable	(1,906)	15,410	(14,808)
Unearned revenue	–	–	(360)
Due to other governmental units	(17,822)	–	(221)
Net cash provided (used) by operating activities	$ 1,422,042	$ 606,251	$ 29,443

See notes to basic financial statements

Recycling Utility	Storm Water Utility	Totals	Governmental Activities Internal Service
$ 296,095	$ 646,153	$ 4,483,787	$ –
–	–	–	64,392
(297,034)	(146,651)	(1,580,226)	(43,578)
(6,059)	(126,700)	(480,021)	–
(6,998)	372,802	2,423,540	20,814
–	–	1,315,030	–
–	(373,055)	(399,703)	–
–	(373,055)	915,327	–
2,229	13,492	320,894	6,044
50,165	–	57,239	–
(8,500)	(23,000)	(107,500)	–
–	–	149,829	–
41,665	(23,000)	99,568	–
36,896	(9,761)	3,759,329	26,858
138,223	810,986	16,134,860	377,659
$ 175,119	$ 801,225	$ 19,894,189	$ 404,517
$ (6,578)	$ 150,860	$ 1,232,785	$ 24,972
–	218,955	1,303,928	–
–	–	(56,582)	–
(263)	(1,016)	(37,724)	–
–	–	(3,006)	–
(157)	4,003	2,542	(222)
–	–	(360)	–
–	–	(18,043)	(3,936)
$ (6,998)	$ 372,802	$ 2,423,540	$ 20,814

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RAMSEY

Statement of Fiduciary Net Position
December 31, 2012

	Agency Fund
Assets	
Cash and temporary investments	$ 572,510
Receivables	
Accounts	39,871
Assets held for resale	12,734,868
Total assets	$ 13,347,249
Liabilities	
Accounts payable	$ 3,614
Deposits payable	608,767
Loans Payable to Met Council	12,734,868
Total liabilities	$ 13,347,249

See notes to basic financial statements

THIS PAGE INTENTIONALLY LEFT BLANK

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Organization

The City of Ramsey, Minnesota (the City) operates under the Home Rule Charter City form of government as defined in Minnesota Statutes. Under this plan, the government of the City is run by a City Council composed of an elected Mayor and elected Councilmembers. The City Council exercises legislative authority and determines all matters of policy. The accounting policies of the City conform to accounting principles generally accepted in the United States of America as applicable to governmental units.

B. Reporting Entity

As required by accounting principles generally accepted in the United States of America, these financial statements include the City (the primary government) and its component units. Component units are legally separate entities for which the primary government is financially accountable, or for which the exclusion of the component unit would render the financial statements of the primary government misleading. The criteria used to determine if the primary government is financially accountable for a component unit include whether or not the primary government appoints the voting majority of the potential component unit's Board, is able to impose its will on the potential component unit, is in a relationship of financial benefit or burden with the potential component unit, or is fiscally depended upon by the potential component unit.

1. **Blended Component Unit**
   As a result of applying these criteria, the Ramsey Economic Development Authority (EDA) and the Ramsey Housing and Redevelopment Authority (HRA) are included as blended component units of the City. Financial data is reflected as separate Special Revenue Funds. The Board of Director's for the EDA consists of council-appointed members of the community and two council members. The board does not have voting authority. Voting authority rests with the City Council. The Board of Director's for the HRA is made up of the Ramsey City Mayor and its Councilmember's. Both of these organizations share the same governing body as the City and therefore considered blended component units of the City. (i.e. Reported as though its funds were funds of the City). Separate financial reporting for these units is not produced in addition to this report.

2. **Jointly Governed Organization**
   The City is a member of Local Governmental Information Systems (LOGIS), a consortium of Minnesota municipalities that provides data processing services and support to its members. LOGIS is a legally separate entity that is financially independent of the City. Further, the City does not appoint a voting majority of LOGIS' Board of Directors. Therefore, it has not been incorporated into the City's reporting entity. During the 2012 fiscal year, the City paid LOGIS approximately $156,285 for services provided.

C. Government-Wide Financial Statements

The government-wide financial statements (i.e. the Statement of Net Position and the Statement of Activities) display information about the reporting government as a whole. These statements include all of the financial activities of the City. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on sales, fees, and charges for support.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments, that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other internally directed revenues are reported as general revenues.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the fiscal year for which they are levied. Grants and similar items are recognized when all eligibility requirements imposed by the provider have been met.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. However, charges between the City's Enterprise Funds and other functions are not eliminated as that would distort the direct costs and program revenues reported in those functions. Depreciation expense can be specifically identified by function and is included in the direct expenses of each function. Interest on long-term debt for governmental activities is considered an indirect expense and is reported separately on the Statement of Activities.

D. Fund Financial Statement Presentation

Separate fund financial statements are provided for Governmental, Proprietary, and Fiduciary Funds. Major individual Governmental and Enterprise Funds are reported as separate columns in the fund financial statements. Aggregated information for the remaining Nonmajor Governmental Funds is reported in a single column in the fund financial statements. A single column is presented in the Proprietary Fund statements to report Internal Service Fund activity. Fiduciary Funds are presented in the Fiduciary Fund financial statements by fund type. Since, by definition, Fiduciary Fund assets are held for the benefit of a third party and cannot be used for activities or obligations of the City, these funds are excluded from the government-wide statements.

Governmental Fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this basis of accounting, transactions are recorded in the following manner:

1. **Revenue Recognition** – Revenue is recognized when it becomes measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Property tax revenue is generally considered as available if collected within 60 days after year-end. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. Grants and similar items are recognized when all eligibility requirements imposed by the provider have been met. Other revenue is considered measurable and available only when cash is received by the City.

   Major revenue that is susceptible to accrual includes property taxes, special assessments, intergovernmental revenue, charges for services, and interest earned on investments. Major revenue that is not susceptible to accrual includes licenses and permits, fees, and miscellaneous revenue. Such revenue is recorded only when received because it is not measurable until collected.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. **Recording of Expenditures** – Expenditures are generally recorded when a liability is incurred, except for principal and interest on long-term debt, compensated absences, and OPEB, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as capital outlay expenditures in the Governmental Funds. Proceeds of long-term debt is reported as other financing sources.

Proprietary Fund financial statements are reported using the economic resources measurement focus and accrual basis of accounting, similar to the government-wide financial statements. Proprietary Funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a Proprietary Fund's principal ongoing operations. The principal operating revenues of the City's Enterprise Funds and Internal Service Funds are charges to customers for sales and services. The operating expenses for the Enterprise Funds and Internal Service Funds include the cost of sales and services, administrative expenses, and depreciation of capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

The City's Fiduciary Fund is an Agency Fund, which uses the accrual basis of accounting, but has no measurement focus.

Information for the Internal Service Fund is reported in a single column in the Proprietary Fund financial statements. Because the principal user of the internal services is the City's governmental activities, the financial statements of the Internal Service Fund are consolidated into the governmental column when presented in the government-wide financial statements. The cost of these services is reported in the appropriate functional activity.

Description of Funds

The City reports the following Major Governmental Funds:

General Fund – This is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

Tax Increment Special Revenue Fund – This fund is used to account for tax increment resources received from general property taxes in the form of tax increments.

Housing and Redevelopment Authority Special Revenue Fund – This fund is used to account for revenues and expenditures associated with housing and redevelopment activities within the City. The primary revenue source is property tax levies.

2012A/2005A G.O Improvement Bond Refund Debt Service Fund – The 2005A Public Project Lease Revenue Bond was issued to finance the construction of the city's municipal center. Series 2012A G.O. Capital Improvement Bond was used to refund this original bond issue.

Public Improvement Revolving Capital Project Fund – This fund is used to account for the resources to be used to finance the City's share of the annual street maintenance program.

Landfill Capital Project Fund – This fund is used to account for certain landfill-related revenue, the expenditures the City may incur in relation to the landfill, and any other expenditures for improvements providing a benefit to the entire city. The fund does not present a potential liability for landfill closure and post closure care costs as defined by GASB Statement No. 18 as the landfill is not owned by the City.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equipment Revolving Capital Project Fund – This fund is used to account for resources to finance the replacement of city equipment, vehicles, and/or building facilities.

Public Improvement Revolving The COR Capital Project Fund – This fund is used to account for all costs associated with the construction of public improvements related to The COR (Previously known as Ramsey Town Center) Project.

Armstrong / Bunker Street Improvement Capital Project Fund – This fund is used to account for all costs associated with the construction of public improvements related to the Armstrong Blvd and Bunker Blvd project.

Sunwood Drive Realignment Capital Project Fund – used to account for all costs that are associated with the realignment of Sunwood Drive with The COR.

The City reports the following Major Proprietary Funds:

Water Utility Fund – This fund is used to account for the operation of the city-owned water system.

Sewer Utility Fund – This fund is used to account for the operation of the city-owned sewer system.

Street Light Utility Fund – This fund is used to account for the operation of city-owned streetlights within subdivisions and the priority streetlights throughout the City.

Recycling Utility Fund – This fund is used to account for the operation of the City's curbside recycling program and annual recycling days.

Storm Water Utility Fund – This fund is used to account for the operation of the city-owned storm water system repair and upkeep.

The City also reports the following fund types:

Internal Service Fund – This fund is used to account for the City's insurance refunds, dividends, and other miscellaneous insurance related revenues, and to provide for self-insuring the deductible portions of the City's insurance policies.

Agency Fund – This fund is used to account for assets held by the City in the capacity of agent. The City maintains one Agency Fund to account for deposits held for developers as security for various services. In addition it accounts for property purchased on behalf of the state and the related liability for future state highway improvements.

E. Cash and Investments

Cash balances from all funds are combined and invested to the extent available in short-term investments. Earnings from the pooled investments are allocated to the individual funds based on the average monthly cash and investment balances of the respective funds.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Cash and Investments (Continued)

Cash and investments held by trustee include balances held in segregated accounts that are established for specific purposes, such as bond indentures held by trustee established for certain bonds. Interest earned on these investments is allocated directly to the escrow account.

The City generally reports investments at fair value. The Minnesota Municipal Money Market (4M) Fund is an external investment pool regulated by Minnesota Statutes that is not registered with the Securities and Exchange Commission (SEC), but follows the same regulatory rules of the SEC under rule 2a7. The City's investment in this fund is measured at the net asset value per share provided by the pool, which is based on an amortized cost method that approximates fair value.

F. Receivables

All miscellaneous accounts receivable are presented net of an allowance for doubtful accounts. Since the City is generally able to certify delinquent amounts to the county for collection as special assessments, no allowance for uncollectible accounts has been provided on these receivables. The only receivables not expected to be fully collected within one year are property taxes and special assessments receivable.

G. Property Taxes

Property tax levies are set by the City Council by December of each year and are certified to the County Auditor for collection in the following year. In Minnesota, counties act as collection agents for all property taxes. A portion of the property taxes levied is paid by the state of Minnesota through various tax credits, which is included in intergovernmental revenue in the financial statements.

The county spreads all levies over taxable property. Such taxes become a lien on January 1 and are recorded as receivables by the City on that date. Real property taxes may be paid by taxpayers in two equal installments on May 15 and October 15. Personal property taxes are due in full on May 15. The county provides tax settlements to cities and other taxing districts several times a year. Taxes which remain unpaid at December 31 are classified as delinquent taxes receivable.

H. Special Assessments

Special assessments represent the financing for public improvements paid for by the benefiting property owners. These assessments are recorded as delinquent (levied but unremitted) or deferred (certified but not yet levied) special assessments receivable.

I. Prepaid items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. In governmental funds, prepaids are recognized by the consumption method, proportionately over the periods that service is provided.

J. Interfund Receivables and Payables

Activity between funds that is representative of lending or borrowing arrangements is reported as either "due to/from other funds" (current portion) or "advances to/from other funds." All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

K. Land Held for Resale

Land held for resale represents various property purchases made by the City with the intent to sell in order to increase tax base or to attract new businesses. These assets are stated at the lower of cost or net realizable value.

L. Capital Assets

Capital assets, which include property, buildings, improvements, equipment, and infrastructure assets are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Such assets are capitalized at historical cost, or estimated historical cost for assets where actual historical cost is not available. Donated assets are recorded as capital assets at their estimated fair market value at the date of donation. The City defines capital assets as those with an initial, individual cost of $5,000 or more for governmental activities and $1,000 for Proprietary Funds and business-type activities with an estimated useful life in excess of one year. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. As allowed by accounting principles generally accepted in the United States of America, the City has elected not to retroactively capitalize the infrastructure of its governmental activities acquired prior to January 1, 2004.

Capital assets are recorded in the government-wide and Proprietary Fund financial statements, but are not reported in the Governmental Fund financial statements. Interest incurred during the construction phase of capital assets for business-type activities is included as part of the capitalized value of the assets constructed. Capital assets are depreciated using the straight-line method over their estimated useful lives. Land and construction in progress are not depreciated. Useful lives vary from 15 to 50 years for buildings and improvements, 5 to 10 years for machinery, vehicles, and equipment, and 20 to 50 years for collection and distribution systems and other infrastructure.

M. Compensated Absences Payable

Certain city employees earn personal time off, vacation, compensation time, and sick leave at various rates based on longevity. These compensated absences are paid to an employee leaving in good standing, at their current rate of pay, with the exception of sick leave. A minimum of one third (based on longevity), is paid to the departing employee if they have completed 5 or more years of service prior to termination. Compensated absences payable are accounted for as long-term liabilities as described in the following section.

N. Long-Term Liabilities

In the government-wide and Proprietary Fund financial statements, long-term debt and other long-term obligations are reported as liabilities. If they are material, bond premiums, discounts, and issuance costs are deferred and amortized over the life of the bonds using the straight-line method.

In the Governmental Fund financial statements, long-term debt and other long-term obligations are not reported as liabilities until due. The face amount of debt issued is reported as other financing sources. Premiums or discounts on debt issuances are reported as other financing sources or uses, respectively. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

O. Net Position

In the government-wide and proprietary fund financial statements, net position represents the difference between assets, liabilities, deferred inflows/outflows as applicable. Net position is displayed in three components:

- **Net Investment in Capital Assets** – Consists of capital assets, net of accumulated depreciation, reduced by any outstanding debt attributable to acquire capital assets.

- **Restricted Net Position** – Consists of net position restricted when there are limitations imposed on their use through external restrictions imposed by creditors, grantors, or laws or regulations of other governments, or enabling legislation.

- **Unrestricted Net Position** – All remaining net position that do not meet the definition of "restricted" or "net investment in capital assets."

The City applies restricted resources first when an expense is incurred for which both restricted and unrestricted resources are available.

P. Fund Balance Classifications

In the fund financial statements, governmental funds report fund balance in classifications that disclose constraints for which amounts in those funds can be spent. These classifications are as follows:

- **Nonspendable** – Consists of amounts that are not in spendable form, such as prepaid items, inventory, and other long-term assets.

- **Restricted** – Consists of amounts where there are limitations imposed on their use through external restrictions imposed by creditors, grantors, laws or regulations of other governments, or enabling legislation.

- **Committed** – Consists of amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. The City Council is the highest level of decision-making authority for the City that can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken (the adoption of another resolution) to remove or revise the limitation.

- **Assigned** – Consists of internally imposed constraints for amounts intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. Assigned amounts represent intended uses established by the City Council itself or by an official to which the City Council delegates the authority. Pursuant to City Council Resolution, the City's Finance Director is authorized to establish assignments of fund balance. The City Council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

- **Unassigned** – The residual classification for the General Fund, which also reflects negative residual amounts in other funds.

When both restricted and unrestricted resources are available for use, the City first uses restricted resources, then use unrestricted resources as they are needed. When committed, assigned, or unassigned resources are available for use, the City uses resources in the following order: 1) committed, 2) assigned, and 3) unassigned.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Q. Restricted Assets

Restricted assets are cash and cash equivalents and the related interest receivable whose use is limited by legal requirements such as a bond indenture. Restricted assets are reported only in the government-wide financial statements. In the fund financial statements these assets have been reported as "cash and investments held by trustee" and the interest receivable is included within "accounts and interest receivable".

R. Budgets and Budgetary Accounting

Each fall the City Council adopts a General Fund budget for the following fiscal year beginning January 1. In addition, an annual budget is legally adopted for the Economic Development Authority, a non major special revenue fund, and the Housing and Redevelopment Authority (HRA) a major special revenue fund. The City has established budgetary control at the function level based upon GAAP serving as the basis of budgeting. Budget appropriations lapse at year-end.

The government's department heads may make transfers of appropriations within a function. Transfers of appropriations between functions require the approval of the council. All the appropriations for the Housing and Redevelopment Authority are approved by their governing board. The Economic Development Authority budget is recommended by their board and final approval comes from City Council.

S. Statement of Cash Flows

For purposes of the Statement of Cash Flows, the City considers all highly liquid debt instruments with an original maturity from the time of purchase by the City of three months or less to be cash equivalents. The Proprietary Funds' portion in the government-wide cash and investment management pool is considered to be cash equivalent.

T. Self-Insurance Plan and Risk Management

The City is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The City participates in the League of Minnesota Cities Insurance Trust (LMCIT), a public entity risk pool for its general property and casualty, workers' compensation, and other miscellaneous insurance coverages. LMCIT operates as a common risk management and insurance program for a large number of cities in Minnesota. The City pays an annual premium to LMCIT for insurance coverage. The LMCIT agreement provides that the trust will be self-sustaining through member premiums and will reinsure through commercial companies for claims in excess of certain limits.

The City has elected higher deductibles through LMCIT in order to keep premiums at a minimum. To supplement the commercial coverages, the City established the Self-Insurance Internal Service Fund. This fund is funded primarily through dividend paybacks from LMCIT. Expenditures from this fund consist solely of payments of those insurance related costs that are below the individual and/or commutative deductible amounts. Premiums for LMCIT policies are not paid from the Self-Insurance Internal Service Fund, but rather are budgeted and paid from the respective operating funds. The City does not retain significant uncovered risk.

The City also carries commercial insurance for certain other risks of loss. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years. There were no significant reductions in the City's insurance coverage in 2012.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

U. Loans payable to Met Council

The City entered into a loan agreement with the Metropolitan (Met) Council to acquire property within the proposed right-of-way of highways designated as a part of the metropolitan highway system plan. State Highway 10, within Ramsey, is part of that highway system plan. The loans bear no interest, and are to be repaid upon the acquisition of the property by the State of Minnesota.

V. Use of Estimates

The preparation of financial statements, in accordance with accounting principles generally accepted in the United States of America, requires management to make estimates that affect amounts reported in the financial statements during the reporting period. Actual results could differ from such estimates.

W. Comparative data/reclassifications

Comparative data for the prior year has been presented only for management discussion and analysis. Also, certain amounts presented in the prior year data have been reclassified in order to be consistent with the current year's presentation.

X. Change in Accounting Principle

For the fiscal year ended December 31, 2012, the City has implemented Governmental Accounting Standards Board (GASB) Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position.* This statement changed how governmental entities present a statement of net position, replacing "net assets" with "net position" as the terminology used to describe the difference between the other elements of the statement of net position.

NOTE 2 – DEPOSITS AND INVESTMENTS

A. Components of Cash and Investments

Cash and investments at year-end consist of the following:

Deposits	$	4,495,778
Investments		44,594,692
Cash on hand		525
Total	$	49,090,995

Cash and investments are presented in the financial statements as follows:

Cash and temporary investments - Statement of Net Position	$	44,699,390
Restricted cash and investments for debt service - Statement of Net Position		3,819,095
Cash and Investments - Statement of Fiduciary Net Position		572,510
Total	$	49,090,995

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

B. Deposits

In accordance with applicable Minnesota Statutes, the City maintains deposits at depository banks authorized by the City Council, including checking accounts and certificates of deposits.

The following is considered the most significant risk associated with deposits:

Custodial credit risk – In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may be lost.

Minnesota Statutes require that all deposits be protected by federal deposit insurance, corporate surety bond, or collateral. The market value of collateral pledged must equal 110% of the deposits not covered by federal deposit insurance or corporate surety bonds. Authorized collateral includes treasury bills, notes, and bonds; issues of U.S. government agencies; general obligations rated "A" or better; revenue obligations rated "AA" or better; irrevocable standard letters of credit issued by the Federal Home Loan Bank; and certificates of deposit. Minnesota Statutes require that securities pledged as collateral be held in safekeeping in a restricted account at the Federal Reserve Bank or in an account at a trust department of a commercial bank or other financial institution that is not owned or controlled by the financial institution furnishing the collateral. The City has no additional deposit policies addressing custodial credit risk.

At year end, the carrying amount of the City's deposits was $4,495,778 while the balance on the bank records was $4,832,071. At December 31, 2012, all deposits were fully covered by federal depository insurance, surety bonds, or by collateral held by the City's agent in the City's name.

C. Investments

The City has the following investments at year end:

	Credit Risk		Interest Risk-Maturity Duration in Years					
Investment Type	Rating	Agency	Less Than 1	1 to 5	6 to 10	11 to 15	>15	Total
U.S. Treasuries	N/A	N/A	$ 56,854	$2,951,979	$ 8,364	$ -	$ -	$ 3,017,197
U.S. Agencies	Aaa	Moodys	161	403,260	1,979,399	4,241,935	227,633	6,852,387
U.S. Agencies	AA+	S&P	-	1,047,200	-	-	-	1,047,200
Municipal Bonds	Baa3-Aaa	Moodys	-	5,719,253	3,039,754	1,138,050	-	9,897,057
Municipal Bonds	A-AAA	S&P	846,741	4,675,778	893,111	-	-	6,415,630
Negotiable Certificates of Deposit	N/A	N/A	3,820,644	1,691,789	-	150,000	-	5,662,433
Investment pools								
Federated Treasury Cash Series	Aaa	Moodys	843	-	-	-	-	843
Federated Government Reserves	N/R	N/A	44,873	-	-	-	-	44,873
Minnesota Municipal Money Market	N/R	N/A	11,657,072	-	-	-	-	11,657,072
Total Investments								$44,594,692

N/A Not Applicable
N/R Not Rated

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

Investments are subject to various risks, the following of which are considered the most significant:

Custodial credit risk – For investments, this is the risk that in the event of a failure of the counterparty to an investment transaction (typically a broker-dealer) the City would not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City does not have a formal investment policy addressing this risk, but typically limits its exposure by purchasing insured or registered investments, or by the control of who holds the securities.

Credit risk – This is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Minnesota Statutes limit the City's investments to direct obligations or obligations guaranteed by the United States or its agencies; general obligations rated "A" or better; revenue obligations rated "AA" or better; general obligations of the Minnesota Housing Finance Agency rated "A" or better; commercial paper issued by the United States corporations or their Canadian subsidiaries, rated of the highest quality category by at least two nationally recognized rating agencies, and maturing in 270 days or less; time deposits that are fully insured by the Federal Deposit Insurance Corporation or bankers acceptances of the United States banks and Guaranteed Investment Contracts guaranteed by a United States commercial bank or domestic branch of a foreign bank, or a United States insurance company, or their Canadian subsidiary, and with a credit quality in one of the top two highest categories by a nationally recognized rating agency. The City's investment policies do not further address credit risk.

Concentration risk – This is the risk associated with investing a significant portion of the City's investment (considered 5 percent or more) in the securities of a single issuer, excluding United States guaranteed investments (such as Treasuries), investment pools and mutual funds. The City's investment policies do not limit the concentration of investments. At year end, the City's investment portfolio included 10% concentration in Federal Home Loan Banks.

Interest rate risk – This is the risk of potential variability in the fair value of fixed rate investments resulting from changes in interest rates (the longer the period for which an interest rate is fixed, the greater the risk). The City does not have an investment policy limiting the duration of investments.

NOTE 3 – INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

A. Short-Term Interfund Receivables/Payables

Individual interfund due from and to other funds at year-end were as follows:

Receivable Fund	Payable Fund	Amount
Major Governmental Fund Public Improvement Revolving Fund Capital Project Fund	Major Governmental Fund Public Improving Revolving The COR Fund Capital Project Fund	$ 78,100
Nonmajor Governmental Fund Economic Development Authority Fund Special Revenue Fund	Nonmajor Governmental Fund RALF funded project fund Capital Project Fund	67,500
		$ 145,600

These internal loans were utilized for cash flow purposes.

NOTE 3 – INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS (CONTINUED)

B. Advances To and From Other Funds

Individual interfund advances to and from other funds at year-end were as follows:

Receivable Fund	Payable Fund	Amount	Purpose
Major Capital Project Fund; Landfill	General Fund	$ 157,467	Internally finance facility loan
Major Proprietary Fund; Sewer Utility	General Fund	883,992	Internally finance facility loan
Major Proprietary Fund; Water Utility	Major Special Revenue Fund; HRA	2,296,952	Internally finance development land purchase
Major Proprietary Fund; Sewer Utility	Major Special Revenue Fund; HRA	2,296,952	Internally finance development land purchase
Major Proprietary Fund; Water Utility	Nonmajor Capital Project Fund; Public Facilities Construction Fund	612,496	Internally finance facility loan
		$ 6,247,859	

C. Interfund Transfers

	Transfers In								
Transfers Out	General	2012A/ 2005A G.O. Improve. Bond Refund Debt Service	Public Improvement Revolving Capital Project	Equipment Revolving Capital Project	Public Improvement Revolving The COR Capital Project	Armstrong/ Bunker Street Improvement Capital Project	Sunwood Drive Realignment Capital Project	Nonmajor Governmental	Total
General Fund	$ 17,926	$ –	$ 71,706	$ 17,926	$ –	$ –	$ –	$ 74,226	$ 181,784
Tax Increment Special Revenue Fund	275,000	–	870,128	–	310,811	–	1,000,000	228,856	2,684,795
Housing & Redevelopment Authority Special Revenue Fund	–	–	–	–	105,887	–	–	167,240	273,127
Public Improvement Revolving Capital Projects Fund	244,500	603,000	–	–	–	135,345	–	–	982,845
Landfill Capital Project Fund	–	–	–	–	–	–	–	79,794	79,794
Equipment Revolving Capital Project	340,252	–	–	–	–	–	1,361,579	–	1,701,831
Nonmajor Governmental Funds	87,365	–	43,976	–	–	–	–	94,710	226,051
Proprietary Funds	107,500	–	–	–	–	–	–	–	107,500
	$ 1,072,543	$ 603,000	$ 985,810	$ 17,926	$ 416,698	$ 135,345	$ 2,361,579	$ 644,826	$ 6,237,727

Transfers are used to move revenues from the funds in which they are collected to the funds where they are to be spent in accordance with statutory, budgetary or contractual requirements. Transfers are made in accordance with the budget or as approved by the City Council.

NOTE 4 – CAPITAL ASSETS

A. Changes in Capital Assets Used in Governmental Activities

	Balance – Beginning of Year	Additions	Completed Construction	Deletions	Balance – End of Year
Capital assets, not depreciated					
Land	$6,772,024	$ -	$ -	$ -	$6,772,024
Construction in progress	4,153,721	2,631,161	(1,701,077)	-	5,083,805
Capital assets, depreciated					
Buildings and structures	25,763,775	-	-	(15,500)	25,748,275
Improvements other than buildings	7,346,628	-	-	(7,723)	7,338,905
Office equipment	691,719	-	-	(8,251)	683,468
Motor vehicles	3,766,466	184,030	-	(145,799)	3,804,697
Machinery and equipment	4,694,542	28,215	-	(9,984)	4,712,773
Infrastructure	25,412,900	526,722	1,701,077	-	27,640,699
Total capital assets	78,601,775	3,370,128	-	(187,257)	81,784,646
Less accumulated depreciation on					
Buildings and structures	(3,878,758)	(547,784)	-	1,551	(4,424,988)
Improvements other than buildings	(1,663,331)	(406,567)	-	5,407	(2,064,471)
Office equipment	(234,716)	(34,742)	-	7,427	(262,031)
Motor vehicles	(2,324,522)	(321,588)	-	145,799	(2,500,312)
Machinery and equipment	(2,005,754)	(278,036)	-	7,768	(2,276,023)
Infrastructure	(4,600,373)	(1,017,605)	-	-	(5,617,978)
Total accumulated depreciation	(14,707,454)	(2,606,322)	-	167,952	(17,145,824)
Net capital assets	$63,894,321	$763,806	$ -	($19,305)	$64,638,822

B. Changes in Capital Assets Used in Business-Type Activities

	Balance – Beginning of Year	Additions	Completed Construction	Deletions	Balance – End of Year
Capital assets, not depreciated					
Land	$868,513	$ -	$ -	$ -	$ 868,513
Construction in progress	123,781	373,055	(123,781)	-	373,055
Capital assets, depreciated					
Buildings and structures	6,058,847	-	-	-	6,058,847
Improvements other than buildings	11,445,595	26,648	123,781	-	11,596,024
Machinery and equipment	540,275	-	-	-	540,275
Water and sewer lines	45,346,485	-	-	-	45,346,485
Total capital assets	64,383,496	399,703	-	-	64,783,199
Less accumulated depreciation on					
Buildings and structures	(773,805)	(121,423)	-	-	(895,228)
Improvements other than buildings	(1,878,384)	(249,860)	-	-	(2,128,244)
Machinery and equipment	(184,760)	(25,468)	-	-	(210,228)
Water and sewer lines	(9,798,455)	(907,177)	-	-	(10,705,631)
Total accumulated depreciation	(12,635,404)	(1,303,928)	-	-	(13,939,331)
Net capital assets	$51,748,092	$ (904,225)	$ -	$ -	$ 50,843,868

NOTE 4 – CAPITAL ASSETS (CONTINUED)

C. Depreciation Expense by Function

Governmental activities	
General government	$ 677,011
Public safety	301,753
Highways and streets	1,250,492
Culture and recreation	377,066
Total depreciation expense – governmental activities	$ 2,606,322
Business-type activities	
Water Utility	$ 611,605
Sewer Utility	441,250
Street Light Utility	32,118
Storm Water Utility	218,955
Total depreciation expense – business-type activities	$ 1,303,928

NOTE 5 – LONG-TERM DEBT

A. Components of Long-Term Debt

	Original Issue	Interest Rate	Issue Date	Final Maturity Date	Balance – End of Year
Governmental activities					
Bonds payable					
General Obligation Tax Increment Bonds					
Series 2012B	$ 7,320,000	1.00–3.00%	6/5/2012	6/1/2024	$ 7,320,000
General Obligation Tax Increment Refunding Bonds					
Series 2007B	$ 945,000	3.75–4.00%	3/1/2007	12/15/2014	500,000
Total tax increment bonds					7,820,000
General Obligation Capital Improvement					
Capital Improvement Refunding Bonds,					
Series 2004A	$ 1,480,000	1.80–4.00%	11/1/2004	2/1/2017	635,000
General Obligation Improvement Bonds					
Series 2005B	$ 4,335,000	2.75-4.25%	6/1/2005	12/15/2025	3,295,000
Series 2009A	$ 1,340,000	.85–4.50%	3/1/2007	4/1/2019	950,000
Series 2011A	$ 4,365,000	2.00–3.15%	9/7/2011	2/1/2032	4,365,000
Series 2011B	$ 3,090,000	2.00–2.70%	12/29/2011	12/15/2025	3,090,000
Series 2012A	$ 16,875,000	3.00–3.75%	6/7/2012	12/15/2031	16,190,000
Total general obligation capital improvement bonds					27,890,000
Total bonds payable					36,345,000
Compensated absences payable					760,944
OPEB					279,642
Total governmental activities debt					$ 37,385,586

B. Descriptions of Long-Term Debt

- **Tax Increment Bonds** – These bonds are issued for redevelopment and economic development projects. The additional tax revenue resulting from increased assessed valuation of the properties is the major source of revenue used to retire the related debt.

- **Capital Improvement Refunding Bonds Series 2004A –** These bonds were issued to finance Fire Station #1 and will be repaid via ad valorem levies.

- **General Obligation Improvement Bonds –**These bonds were issued on the basis of a joint powers agreement between Anoka County and the City for regional road improvements. Anoka County makes the annual debt service payment to the City for the 2005B Series bonds.

  The 2009A Series bonds will be repaid with annual allotments of Municipal State Aid and interest will be subsidized 35% through the Build America bond program.

  The Series 2011A bonds will be repaid with annual allotments of Municipal State Aid and an annual assessment per the assessment agreement between the city of Ramsey and Hageman Holdings for the improvements that were necessary for the future Legacy School.

  The Series 2011B were Improvement Crossover Refunding bonds that were issued to refund the 2005B Series bonds that will be called on December 15, 2014. The proceeds of this issue were used to call in advance the remaining principal of the 2005B GO Bonds and the City will assume the principal and interest payments on the 2011 issue. This refunding reduced the City's total future debt payments by $ 186,544 and resulted in a present value savings of $153,959.

  The Series 2012A bonds were issued to refund Public Facility Lease Revenue Bonds Series 2005A, dated June 1, 2005, issued by the Economic Development Authority of the city of Ramsey. Concurrent with this issuance, the ground lease entered into between the Economic Development Authority and the City was terminated with the city acquiring the Municipal Center Facility (financed from proceeds of the Series 2005A Lease Revenue Bonds). This refunding resulted in a present value savings of $156,929.

- **Compensated Absences** – The liability represents vested benefits earned by Governmental Fund employees through the end of the year which will be paid or used in future periods. The General Fund is the primary fund used to liquidate this liability.

- **Other Post-Employment Benefits (OPEB) Liability** –The liability represents non-pension benefits provided after the termination of employment. Governmental entities have traditionally accounted for OPEB on a pay-as-you-go basis. OPEB liability is accrued as service is provided by employees. The General Fund is the primary fund used to liquidate this liability.

NOTE 5 – LONG-TERM DEBT (CONTINUED)

C. Changes in Long-Term Debt

	Beginning of Year	Additions	Deletions	Balance – End of Year	Due Within One Year
Tax Increment Bonds	$ 700,000	$ 7,320,000	$ 200,000	$ 7,820,000	$ 200,000
Lease Revenue Bonds	17,040,000	–	17,040,000	–	–
Capital Improvement Refunding Bonds	750,000	–	115,000	635,000	120,000
G.O. Improvement Bonds	12,015,000	16,875,000	1,000,000	27,890,000	995,000
Capital Equipment Certificates	170,000	–	170,000	–	–
Compensated absences	798,892	362,948	400,896	760,944	494,614
OPEB	214,747	72,531	7,636	279,642	–
	$31,688,639	$ 24,630,479	$18,933,532	$37,385,586	$ 1,809,614

D. Minimum Debt Payments

Minimum annual principal and interest payments required to retire bonds are as follows:

	Governmental Activities	
	Bonded Debt	
Year Ending December 31,	Principal	Interest
2013	1,315,000	1,085,905
2014	4,415,000	1,043,826
2015	1,495,000	865,511
2016	2,220,000	823,375
2017	2,265,000	768,465
2018-2022	11,310,000	2,934,711
2023-2027	8,120,000	1,448,985
2028-2032	5,205,000	440,399
	$ 36,345,000	$ 9,411,177

E. Revenue Pledged

Future revenue pledged for the payment of long-term debt is as follows:

		Revenue Pledged				Current Year	
Bond Issue	Use of Proceeds	Type	Percent of Total Debt Service	Term of Pledge	Remaining Principal and Interest	Principal and Interest Paid	Pledged Revenue Received
Tax increment bonds	Street & Building improvements	Tax increment financing	100%				$1,817,018
Series 2007B				2007–2014	$ 532,000	$ 228,000	
Series 2012B				2012–2024	$8,611,980	$ 75,739	

NOTE 6 – FUND BALANCE POLICY AND CLASSIFICATION

A. Classifications

City had the following classifications of fund balances in its Governmental Funds:

		Special Revenue Funds		Debt Service Fund	Capital Project Fund						
	General	Tax Increment	Housing and Redevelopment Authority	2012A/2005A G.O. Improvement Bonds	Public Improvement Revolving	Landfill	Equipment Revolving	Public Improvement Revolving The COR	Sunwood Drive Realignment	Nonmajor	Total
Fund balances											
Nonspendable											
Prepaids	$ 4,042	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,042
Restricted for											
Capital improvements	-	-	-	-	-	-	-	-	-	828,049	828,049
Debt service	-	-	-	959,891	-	-	-	-	-	4,658,740	5,618,631
Economic development	-	-	-	-	-	-	-	-	-	1,358,814	1,358,814
Housing redevelopment	-	-	8,259,754	-	-	-	-	-	-	-	8,259,754
Lawful gambling	-	-	-	-	-	-	-	-	-	162,477	162,477
Public safety	-	-	-	-	-	-	-	-	-	65,451	65,451
Solid waste management	-	-	-	-	-	-	-	-	-	166,785	166,785
Tax increment	-	1,146,330	-	-	-	-	-	-	-	-	1,146,330
											17,606,291
Committed											
Capital improvements	-	-	-	-	-	-	-	-	-	551,512	551,512
Community/business programs	-	-	-	-	-	-	-	-	-	394,800	394,800
											946,312
Assigned											
Capital improvements	-	-	-	-	2,237,526	-	1,780,818	-	1,074,576	2,649,355	7,742,275
Cemetery	-	-	-	-	-	-	-	-	-	34,425	34,425
Landfill	-	-	-	-	-	2,135,357	-	-	-	-	2,135,357
Park improvement	142,419	-	-	-	-	-	-	-	-	-	142,419
Parking ramp	-	-	-	-	-	-	-	-	-	50,324	50,324
											10,104,800
Unassigned	6,578,822	-	-	-	-	-	-	(103,504)	-	(353,188)	6,122,130
Total fund balances	$ 6,725,283	$ 1,146,330	$ 8,259,754	$ 959,891	$ 2,237,526	$ 2,135,357	$ 1,780,818	$ (103,504)	$ 1,074,576	$ 10,567,544	$ 34,783,575

NOTE 6 – FUND BALANCE POLICY AND CLASSIFICATION (CONTINUED)

B. Fund Balance Policy

When actual revenues exceed actual expenditures in a given year, the excess shall be allocated as follows:

a) Any excess shall be first allocated to "unassigned" fund balance to bring that portion of fund balance to an amount equal to fifty percent (50%) of the next years adopted operating budget plus prior-year encumbrances (if any) plus compensated absences.

b) Any excess after complying with fund balance requirements in step “a” shall be allocated to equipment replacement, park trust, public facilities construction, and public improvement revolving funds in the following manner:

Ten percent (10%) to Fund #234 - Equipment Revolving Fund
Ten percent (10%) to Fund #810 – Park Maintenance Fund (reported in General Fund)
Forty percent (40%) to Fund #412 – Public Facilities Construction Fund
Forty percent (40%) to Fund #400 - Public Improvement Revolving Fund

When actual expenditures exceed actual revenues in a given year, the deficit shall be treated as follows:

a) "Unassigned" fund balance shall first be adjusted to an amount equal to fifty percent (50%) of the next years adopted operating budget plus prior year encumbrances (if any) plus compensated absences.

b) If shortage after complying with fund balance requirement in step “a” shall draw funds in the following manner:

Ten percent (10%) to Fund #234 - Equipment Revolving Fund
Ten percent (10%) to Fund #810 – Park Maintenance Fund (reported in General Fund)
Forty percent (40%) to Fund #412 – Public Facilities Construction Fund
Forty percent (40%) to Fund #400 - Public Improvement Revolving Fund

At December 31, 2012, the city fund has met its general fund balance policy.

NOTE 7 – INDIVIDUAL FUND DISCLOSURES

Fund Deficits

The following funds have a fund balance deficit at December 31, 2012:

Public Improvement Revolving The COR, Major Capital Project Fund	$ (103,504)
RALF Funded Projects, Non Major Capital Project Fund	$ (2,475)
Public Facilities Construction, Non Major Capital Project Fund	$ (326,907)
North Commons Park, Non Major Capital Project Fund	$ (23,806)

The City intends to fund these deficits through future tax levies, special assessment levies, tax increments, transfers from other funds, grants, utility revenues, and various other sources.

NOTE 8 – DEFINED BENEFIT PENSION PLANS – STATE-WIDE

A. Plan Description

All full-time and certain part-time employees of the City are covered by defined benefit plans administered by the Public Employees' Retirement Association of Minnesota (PERA). PERA administers the General Employees' Retirement Fund (GERF) and the Public Employees' Police and Fire Fund (PEPFF) which are cost-sharing, multiple-employer retirement plans. These plans are established and administered in accordance with Minnesota Statutes, Chapters 353 and 356.

GERF members belong to either the Coordinated or Basic Plan. Coordinated Plan members are covered by Social Security and Basic Plan members are not. All new members must participate in the Coordinated Plan. All police officers, firefighters, and peace officers who qualify for membership by statute are covered by PEPFF.

PERA provides retirement benefits as well as disability benefits to members, and benefits to survivors upon death of eligible members. Benefits are established by state statute, and vest after three years of credited service for members who started before July 1, 2010 and five years of credited service for members who started on or after July 1, 2010. The defined retirement benefits are based on a member's highest average salary for any five successive years of allowable service, age, and years of credit at termination of service.

Two methods are used to compute benefits for PERA's Coordinated and Basic Plan members. The retiring member receives the higher of a step-rate benefit accrual formula (Method 1) or a level accrual formula (Method 2). Under Method 1, the annuity accrual rate for a Basic Plan member is 2.2% of average salary for each of the first 10 years of service and 2.7% for each remaining year. The annuity accrual rate for a Coordinated Plan member is 1.2% of average salary for each of the first 10 years of service and 1.7% for each remaining year. Under Method 2, the annuity accrual rate is 2.7% of the average salary for Basic Plan members and 1.7% for Coordinated Plan members for each year of service.

For PEPFF members, the annuity accrual rate is 3% for each year of service. For all PEPFF members and for GERF members hired prior to July 1, 1989, whose annuity is calculated using Method 1, a full annuity is available when age plus years of service equal 90. Normal retirement age is 55 for PEPFF members, and 65 for GERF Basic and Coordinated Plan members hired prior to July 1, 1989. Normal retirement age is the age for unreduced Social Security benefits capped at 66 for Coordinated Plan members hired on or after July 1, 1989. A reduced retirement annuity is also available to eligible members seeking early retirement.

NOTE 8 – DEFINED BENEFIT PENSION PLANS – STATE-WIDE (CONTINUED)

There are different types of annuities available to members upon retirement. A single-life annuity is a lifetime annuity that ceases upon the death of the retiree—no survivor annuity is payable. There are also various types of joint and survivor annuity options available which will be payable over joint lives. Members may also leave their contributions in the fund upon termination of public service in order to qualify for a deferred annuity at retirement age. Refunds of contributions are available at any time to members who leave public service, but before retirement benefits begin.

The benefit provisions stated in the previous paragraphs of this section are current provisions and apply to active plan participants. Vested, terminated employees who are entitled to benefits but are not receiving them yet are bound by the provisions in effect at the time they last terminated their public service.

PERA issues a publicly available financial report that includes financial statements and required supplementary information for GERF and PEPFF. That report may be obtained on the web at mnpera.org, by writing to PERA at Public Employees' Retirement Association, Retirement System of Minnesota Building, 60 Empire Drive, Suite 200, St. Paul, Minnesota 55103-2088 or by calling (651) 296-7460 or (800) 652-9026.

B. Funding Policy

Minnesota Statutes Chapter 353 sets the rates for employer and employee contributions. These statutes are established and amended by the State Legislature. The City makes annual contributions to the pension plans equal to the amount required by state statutes. GERF Coordinated Plan members were required to contribute 6.25% of their annual covered salary in 2012. PEPFF members were required to contribute 9.6% of their annual covered salary in 2012. The City is required to contribute the following percentages of annual covered payroll: 7.25% for Coordinated Plan GERF members, and 14.4% for PEPFF members.

The City's contributions for the past three years ending December 31, which were equal to the contractually required contributions for each year as set by state statute, were as follows:

	GERF	PEPFF	Total
2012	$192,807	$269,743	$462,550
2011	$214,050	$273,904	$487,954
2010	$217,991	$267,333	$485,324

NOTE 9 – DEFINED CONTRIBUTION PENSION PLAN – STATE-WIDE

All City Council members are covered by the Public Employees Defined Contribution Plan (PEDCP), a multiple-employer deferred compensation plan administered by PERA with two members participating. The PEDCP is a tax qualified plan under Section 401(a) of the Internal Revenue Code and all contributions by or on behalf of employees are tax deferred until time of withdrawal.

Plan benefits depend solely on amounts contributed to the plan plus investment earnings, less administrative expenses. Minnesota Statutes, Chapter 353D.03, specified the employee and employer contribution rates for those qualified personnel who elect to participate. An eligible elected official who decides to participate contributes 5 percent of salary, which is matched by the elected official's employer.

NOTE 9 – DEFINED CONTRIBUTION PENSION PLAN – STATE-WIDE (CONTINUED)

For salaried employees, employer contributions must be a fixed percentage of salary. Employer and employee contributions are combined and used to purchase shares in one or more of the seven accounts of the Minnesota Supplemental Investment Fund. For administering the plan, PERA receives 2 percent of employer contributions and 4/10 of 1 percent of the assets in each member's account annually. Total contributions made by the City during fiscal year 2012 were:

Contribution Amount		Percentage of Covered Payroll		Required
Employee	Employer	Employee	Employer	Rates
$600	$600	5.0%	5.0%	5.0%

NOTE 10 – DEFINED CONTRIBUTION PENSION PLAN – FIRE RELIEF ASSOCIATION

A. Plan Description

Volunteer firefighters of the City are members of the Ramsey Firefighter's Relief Association (the Association). The Association is a single-employer defined contribution pension plan that operates under the provisions of Minnesota Statutes § 69 and 424, as amended. It is governed by a Board of six officers and trustees elected by the members of the Association for three year terms. The chief of the Ramsey Volunteer Fire Department, the Mayor, and the Finance Director of the City are ex-officio members of the Board of Trustees. The City's payroll for members of the Association for the year ended December 31, 2012 was $170,936, compared to a total city payroll of $5,535,457.

For financial reporting purposes, the Association's financial statements are not included in the City's financial statements because it is not a component unit of the City. The Association issues a publicly available financial report. A copy of the report may be obtained at Ramsey Municipal Center, 7550 Sunwood Drive Northwest, Ramsey, Minnesota 55303.

B. Pension Benefits

Minnesota Statutes Chapters 424 and 424A authorize pension benefits for volunteer fire relief associations. In order to be entitled to a pension benefit, a firefighter must have completed a minimum of 10 years of service with the fire department, 10 years membership in the Association, and attain the age of 50 years. The firefighter will then be 60% vested with every year after that at 4% per year until the 20th year when 100% vesting will occur. Because this plan is a defined contribution plan, the amount of the retirement benefit is not predetermined, but rather is based on the individual member's allocable portion of contributions made during the participation period.

Firefighters also have the availability of other pensions such as deferred pension, disability pension, death benefits, and supplemental death benefits. Each of these other pensions are determined based on age and years of service.

C. Contributions Required and Contributions Made

Contributions to the plan include State Fire Aid pursuant to Minnesota Statutes Chapter 69. In addition, the City is allowed to make voluntary contributions of other public funds pursuant to Minnesota Statutes Chapter 69. The City's contribution to the Association in 2012, including both city and state fire aid passed through the City totaled $118,124. This contribution represents 69% of the current 2012 covered payroll of $170,936.

There were no current year changes in plan provisions.

NOTE 11 – OTHER POST-EMPLOYMENT BENEFITS PLAN

A. Plan Description

The City provides post-employment healthcare benefits as required by Minnesota Statute 471.61 subdivision 2b. Active employees, who retire from the City when eligible to receive a retirement benefit from the Public Employees Retirement Association (PERA) of Minnesota and do not participate in any other health benefits program providing coverage similar to that herein described, will be eligible to continue coverage with respect to both themselves and their eligible dependent(s) under the City health benefits program. Retirees are required to pay 100% of the total group rate. Since the premium is a blended rate determined on the entire active and retiree population, the retirees, whose costs are statistically higher than the group average, are receiving an implicit rate "subsidy".

The City has used the alternative valuation method set forth in GASB Statement No. 45 to determine the materiality of Other Post-Employment Benefits, OPEB. The plan does not issue a publicly available financial report.

B. Funding Policy

The required contribution is based on projected pay-as-you-go financing requirements. The City Council may change the funding policy at any time.

C. Annual OPEB Cost and Net OPEB Obligation

The City's annual OPEB cost (expense) is calculated based on annual required contributions (ARC) of the City, an amount determined on an actuarially determined basis in accordance with the parameters of GASB Statement Nos. 43 and 45. The ARC represents a level funding that, if paid on an ongoing basis, is projected to cover normal costs each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 30 years. The following table shows the components of the City's annual OPEB cost for the year, the amount actually contributed to the plan, and the changes in the City's net OPEB obligation to the plan:

Annual required contribution	$	71,155
Interest on net OPEB obligation		9,664
Adjustment to annual required contribution		(8,288)
Annual OPEB cost (expense)		72,531
Contributions made		(7,636)
Increase in net OPEB obligation		64,895
Net OPEB obligation - beginning of year		214,747
Net OPEB obligation - end of year	$	279,642

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the past three years are as follows:

Fiscal Year Ended	Annual OPEB Cost	Annual Plan Sponsor Contribution	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
December 31, 2010	$ 87,580	$ 15,994	18%	$ 141,817
December 31, 2011	$ 90,444	$ 17,514	19%	$ 214,747
December 31, 2012	$ 72,531	$ 7,636	11%	$ 279,642

NOTE 11 – OTHER POST-EMPLOYMENT BENEFITS PLAN (CONTINUED)

D. Funded Status and Funding Progress

As of January 1, 2012, the most recent actuarial valuation date, the actuarial accrued liability for benefits and the unfunded actuarial accrued liability (UAAL) was $539,281 as the plan is unfunded. The covered payroll (annual payroll of active employees covered by the plan) was $4,555,326, and the ratio of the UAAL to the covered payroll was 11.84%.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and ARC's of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The Schedule of Funding Progress immediately following the notes to basic financial statements presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

E. Actuarial Methods

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

F. Actuarial Assumptions

OPEB benefits were calculated under the Projected Unit Credit cost method with a 30-year amortization of unfunded liability (open basis). OPEB benefits were attributed linearly to each assumed decrement age based on the ratio of a participant's accrued service on the valuation date to their projected service at each decrement age. The actuarial assumptions included a 4.5 percent investment rate of return (net of administrative expenses) based on the City's own investments and an annual healthcare trend rate of 9.0 percent initially, reduced by decrements to an ultimate rate of 5.0 percent after 12 years. Both rates include a 3.75% payroll growth rate assumption.

NOTE 12 – FLEXIBLE BENEFIT PLAN

The City has a flexible benefit plan which is classified as a "cafeteria plan" (the Plan) under § 125 of the Internal Revenue Code. All full-time and part-time regular employees of the City are eligible. Eligible employees can elect to participate by contributing pre-tax dollars withheld from payroll checks to the Plan for health and dental care, dependent care, life insurance premiums, and disability insurance benefits. Payments are made from the Plan to participating employees upon submitting a request for reimbursement of eligible expenses actually incurred by the participant.

Before the beginning of the plan year, which is from January 1 to December 31, each participant designates a total amount of pre-tax dollars to be contributed to the Plan during the year. At December 31, the City is contingently liable for claims against the total amount of participants' annual contributions to the health and dental care portion of the Plan, whether or not such contributions have been made.

NOTE 12 – FLEXIBLE BENEFIT PLAN (CONTINUED)

The City serves as trustee and utilized the service of Americas Veba Solutions - Genesis to handle all plan record keeping. The Plan is included within the General Fund in the financial statements.

All property of the Plan and income attributable to that property is solely the property of the City subject to the claims of the City's general creditors. Participants' rights under the Plan are equal to those of general creditors of the City in an amount equal to the eligible healthcare and dependent care expenses incurred by the participants. The City believes that it is unlikely that it will use the assets to satisfy the claims of general creditors in the future.

NOTE 13 – TAX INCREMENT FINANCING REVENUE NOTES

The City has entered into several private development agreements regarding certain tax increment properties. Reimbursements to developers for special trunk assessments were contemplated in the development agreements. The vehicle used for this reimbursement is called a tax increment revenue note.

These notes provide for the payment of principal, equal to the developer's costs, plus interest at various rates. In each case, payments on the loans will be made at the lesser of the note payment or the actual net tax increment received (or a reduced percentage received in certain cases) during specific years as stated in the agreement. Payments are first applied to accrued interest and then to principal balances. The notes are cancelled at the end of the agreement term, whether or not they have been repaid. Any additional tax increments received in years following the term are retained by the City.

The outstanding principal balance as of December 31, 2012 for all of these agreements was $472,557. This amount is not included in long-term debt because of the nature of these notes in that repayment is required only if sufficient tax increments are received. The City's position is that these are obligations to assign future and uncertain revenue sources and these obligations are not actual debt in substance.

NOTE 14 – DEPOSITS PAYABLE

Platting and performance deposits are accounted for in the City's Agency Fund. A summary of the 2012 changes in deposits is as follows:

Total deposits payable at January 1, 2012	$	607,671
Add deposits received		521,578
Less payments from deposit account		(520,482)
Total deposits payable at December 31, 2012	$	608,767

NOTE 15 – INDUSTRIAL AND LEASE REVENUE BONDS

From time to time, the City has issued Industrial Revenue Bonds and Lease Revenue Bonds to provide financial assistance to private sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the acquired facilities transfers to the private sector entity served by the bond issuance. Neither the City, the state of Minnesota, nor any political subdivision thereof is obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. As of December 31, 2012, there were two series of Industrial Revenue Bonds and one Lease Revenue Bond outstanding with aggregate principal amounts payable of $3,343,546 and $10,240,000 respectively.

NOTE 16 – COMMITMENTS AND CONTINGENCIES

A. Commitments for Construction

At December 31, 2012, the City is committed to various construction contracts for the improvement of city property. The City's remaining commitment under these contracts is $227,662. The City has resources available to cover these commitments.

B. Federal and State Revenue

Amounts received or receivable from federal and state agencies are subject to agency audit and adjustment. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of claims which may be disallowed by the grantor agencies cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

C. Legal Claims

The City has the usual and customary type of miscellaneous legal claims pending at year-end. Although the outcome of these lawsuits is not presently determinable, the City's management believes that the City will not incur any material monetary loss resulting from these claims. No loss has been recorded on the City's financial statements relating to these claims.

The City's tax increment districts are subject to review by the state of Minnesota Office of the State Auditor (OSA). Any disallowed claims or misuse of tax increments could become a liability of the applicable fund. Management has indicated that they are not aware of any instances of noncompliance which would have a material effect on the financial statements.

NOTE 17 – OPERATING LEASE

The City is the lessor of an operating lease. In February 2010, the City of Ramsey entered into a five-year agreement to lease approximately 2200 square feet of office space on the ground floor of the Ramsey Municipal Center to Anoka County for the operation of a license center. The lease is due to terminate on June 30, 2015. The cost of the leased spaced is included in the total municipal center building cost of $12,856,588, of which $1,543,100 has been depreciated to date. These amounts are recorded in the City's capital assets. The City of Ramsey collected $43,523 in lease revenue for the fiscal year ended December 31, 2012. The following is an estimate of the future lease payments:

Year Ending December 31,		Lease Payments
2013	$	44,461
2014		45,350
January 1 -June 30, 2015		23,129
Total	$	112,940

Lease payments may increase each year based on the increase in the Consumer Price Index – U.S. City Averages for ALL Urban Consumers as published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers for All Items (CPI-W).

THIS PAGE INTENTIONALLY LEFT BLANK

REQUIRED SUPPLEMENTARY INFORMATION

THIS PAGE INTENTIONALLY LEFT BLANK

REQUIRED SUPPLEMENTARY INFORMATION

Other Post-Employment Benefits Plan
Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Accrued Liability	Actuarial Value of Plan Assets	Unfunded Actuarial Accrued Liability	Funded Ratio	Covered Payroll	Unfunded Liability as a Percentage of Payroll	
January 1, 2009	$ 553,972	$ -	$ 553,972	0.00%	$ 6,067,829	9.13%	*
January 1, 2012	$ 539,281	$ -	$ 539,281	0.00%	$ 4,555,326	11.84%	

* The January 1, 2009 actuary study required in the year of implementation.

THIS PAGE INTENTIONALLY LEFT BLANK

COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RAMSEY

Nonmajor Governmental Funds
Combining Balance Sheet
December 31, 2012

	Special Revenue	Debt Service	Capital Project	Totals
Assets				
Cash and temporary investments	$ 2,029,751	$ 838,013	$ 3,877,278	$ 6,745,042
Cash and investments held by trustee	–	3,819,095	–	3,819,095
Receivables				
Unremitted taxes	923	1,632	–	2,555
Delinquent taxes	7,827	10,051	–	17,878
Accounts	4,850	–	42,712	47,562
Due from other funds	67,500	–	–	67,500
Due from other governmental units	11,753	–	–	11,753
Land held for resale	621,150	–	–	621,150
Total assets	$ 2,743,754	$ 4,668,791	$ 3,919,990	$ 11,332,535
Liabilities and Fund Balances				
Liabilities				
Accounts and contracts payable	$ 34,662	$ –	$ 31,029	$ 65,691
Due to other governmental units	1,426	–	–	1,426
Due to other funds	–	–	67,500	67,500
Deferred revenue	7,827	10,051	–	17,878
Advances from other funds	–	–	612,496	612,496
Total liabilities	43,915	10,051	711,025	764,991
Fund balances				
Restricted	1,753,527	4,658,740	828,049	7,240,316
Committed	946,312	–	–	946,312
Assigned	–	–	2,734,104	2,734,104
Unassigned	–	–	(353,188)	(353,188)
Total fund balance	2,699,839	4,658,740	3,208,965	10,567,544
Total liabilities and fund balances	$ 2,743,754	$ 4,668,791	$ 3,919,990	$ 11,332,535

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RAMSEY

Nonmajor Governmental Funds
Combining Statement of Revenue, Expenditures, and Changes in Fund Balances
Year Ended December 31, 2012

	Special Revenue	Debt Service	Capital Project	Totals
Revenue				
Property taxes	$ 170,916	$ 333,518	$ 44,520	$ 548,954
Special assessments	–	73,405	–	73,405
Intergovernmental revenues	18,616	475,228	465,767	959,611
Charges for services	–	–	1,192,551	1,192,551
Other revenue				
Investment earnings	34,634	20,551	73,032	128,217
Miscellaneous	203,725	838,510	324,892	1,367,127
Total revenue	427,891	1,741,212	2,100,762	4,269,865
Expenditures				
Current				
General government	215,314	–	59,302	274,616
Highways and streets	–	–	348,737	348,737
Culture and recreation	–	–	774	774
Capital outlay	–	–	668,405	668,405
Debt service				
Principal retirement	–	800,000	–	800,000
Interest and fiscal charges	–	535,814	–	535,814
Total expenditures	215,314	1,335,814	1,077,218	2,628,346
Excess (deficiency) of revenue over expenditures	212,577	405,398	1,023,544	1,641,519
Other financing sources (uses)				
Bonds issued	–	494,262	–	494,262
Proceeds on sale of capital assets	11,753	–	–	11,753
Premium/(Discount) on debt issues	–	(67,445)	–	(67,445)
Transfers in	–	228,856	415,970	644,826
Transfers (out)	(108,291)	–	(117,760)	(226,051)
Total other financing sources (uses)	(96,538)	655,673	298,210	857,345
Net change in fund balances	116,039	1,061,071	1,321,754	2,498,864
Fund balances				
Beginning of year	2,583,800	3,597,669	1,887,211	8,068,680
End of year	$ 2,699,839	$ 4,658,740	$ 3,208,965	$ 10,567,544

THIS PAGE INTENTIONALLY LEFT BLANK

NONMAJOR SPECIAL REVENUE FUNDS

Nonmajor Special Revenue Funds are used to account for revenue derived from specific revenue sources that are legally restricted or committed to expenditures for specific purposes.

Landfill Tipping Fee Fund – used to account for landfill tipping fees received by the City in accordance with Ordinance 84-14, Chapter 130.10 of the Ramsey City Code, as authorized by Minnesota Statutes § 115A.921 of the Solid Waste Management Act. This revenue is for the purpose of mitigating and compensating for local risks, cost, and other adverse effects of landfill facilities.

Revolving Loan Fund – used to account for loans authorized by the City to prospective private businesses in accordance with Chapter 469 of the Minnesota Statutes.

Future Sealcoating Fund – used to account for contributions from developers/owners for sealcoating.

Lawful Gambling Fund – used to account for lawful gambling revenues received by the City as authorized by Minnesota State Statutes Chapter 349.

Peace Officers Fund – used to account for post-board reimbursement and other restricted revenues which must be used exclusively for in-service training and other expenditures as specified.

Developer's Fees Fund – used to account for demand fees that will be used for storm water management.

General Govt Special Projects Fund – used to account for resources accumulated and expenditures related to special General Government projects.

Economic Development Authority Fund – used to account for revenues and expenditures associated with economic development activities within the City.

CITY OF RAMSEY

Nonmajor Special Revenue Funds
Combining Balance Sheet
December 31, 2012

	Landfill Tipping Fee	Revolving Loan	Future Sealcoating	Lawful Gambling
Assets				
Cash and temporary investments	$ 166,785	$ 307,873	$ 95,402	$ 162,627
Receivables				
Unremitted taxes	–	–	–	–
Delinquent taxes	–	–	–	–
Accounts	–	–	–	4,850
Due from other funds	–	–	–	–
Due from other governmental units	–	–	–	–
Land held for resale	–	–	–	–
Total assets	$ 166,785	$ 307,873	$ 95,402	$ 167,477
Liabilities and Fund Balances				
Liabilities				
Accounts and contracts payable	$ –	$ –	$ –	$ 5,000
Due to other governmental units	–	–	–	–
Deferred revenue	–	–	–	–
Total liabilities	–	–	–	5,000
Fund balances:				
Restricted	166,785	–	–	162,477
Committed	–	307,873	95,402	–
Total fund balances	166,785	307,873	95,402	162,477
Total liabilities and fund balances	$ 166,785	$ 307,873	$ 95,402	$ 167,477

Peace Officers	Developer's Fees	General Govt Special Projects	Economic Development Authority	Totals
$ 65,565	$ 456,110	$ 75,174	$ 700,215	$ 2,029,751
–	–	–	923	923
–	–	–	7,827	7,827
–	–	–	–	4,850
–	–	–	67,500	67,500
–	–	11,753	–	11,753
–	–	–	621,150	621,150
$ 65,565	$ 456,110	$ 86,927	$ 1,397,615	$ 2,743,754
$ –	$ –	$ –	$ 29,662	$ 34,662
114	–	–	1,312	1,426
–	–	–	7,827	7,827
114	–	–	38,801	43,915
65,451	–	–	1,358,814	1,753,527
–	456,110	86,927	–	946,312
65,451	456,110	86,927	1,358,814	2,699,839
$ 65,565	$ 456,110	$ 86,927	$ 1,397,615	$ 2,743,754

CITY OF RAMSEY

Nonmajor Special Revenue Funds
Combining Statement of Revenue, Expenditures, and Changes in Fund Balances
Year Ended December 31, 2012

	Landfill Tipping Fee	Revolving Loan	Future Sealcoating	Lawful Gambling
Revenue				
Property taxes	$ –	$ –	$ –	$ –
Intergovernmental revenue	–	–	–	–
Other revenue				
Investment earnings	3,478	4,816	–	2,379
Miscellaneous	–	20,438	–	34,984
Total revenue	3,478	25,254	–	37,363
Expenditures				
Current				
General government	–	2,827	–	13,000
Excess (deficiency) of revenue over expenditures	3,478	22,427	–	24,363
Other financing sources (uses)				
Proceeds on sale of capital assets	–	–	–	–
Transfers (out)	(87,364)	–	(20,927)	–
Total other financing sources (uses)	(87,364)	–	(20,927)	–
Net change in fund balances	(83,886)	22,427	(20,927)	24,363
Fund balances				
Beginning of year	250,671	285,446	116,329	138,114
End of year	$ 166,785	$ 307,873	$ 95,402	$ 162,477

Peace Officers	Developer's Fees	General Govt Special Projects	Economic Development Authority	Totals
$ –	$ –	$ –	$ 170,916	$ 170,916
18,616	–	–	–	18,616
1,182	6,318	1,167	15,294	34,634
10,673	102,905	34,725	–	203,725
30,471	109,223	35,892	186,210	427,891
45,553	–	31,895	122,039	215,314
(15,082)	109,223	3,997	64,171	212,577
–	–	11,753	–	11,753
–	–	–	–	(108,291)
–	–	11,753	–	(96,538)
(15,082)	109,223	15,750	64,171	116,039
80,533	346,887	71,177	1,294,643	2,583,800
$ 65,451	$ 456,110	$ 86,927	$ 1,358,814	$ 2,699,839

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RAMSEY

Schedule of Revenue, Expenditures, and Changes in Fund Balances
Economic Development Authority – Budget and Actual
Year Ended December 31, 2012

	Budgeted Amounts			Over (Under)
	Original	Final	Actual	Final Budget
Revenue				
Property taxes	$ 169,853	$ 170,916	$ 170,916	$ –
Other revenue				
Investment earnings	3,000	3,000	15,294	12,294
Total revenue	172,853	173,916	186,210	12,294
Expenditures				
Current				
General government	172,722	122,039	122,039	–
Capital Outlay	–	600,000	–	(600,000)
Total expenditures	172,722	722,039	122,039	(600,000)
Net change in fund balances	$ 131	$ (548,123)	64,171	$ 612,294
Fund balances				
Beginning of year			1,294,643	
End of year			$ 1,358,814	

THIS PAGE INTENTIONALLY LEFT BLANK

NONMAJOR DEBT SERVICE FUNDS

Nonmajor Debt Service Funds are used to account for the accumulation of resources used for the payment of principal and interest on long-term debt.

2001A Taxable Tax Increment Bonds – The $1,680,000 General Obligation Tax Increment Bond is to finance the purchase of land known as the Maken and Sauter parcels in TIF Districts No. 2 and 8.

2001B/2007B Tax Increment Bonds – The $920,000 General Obligation Tax Increment Bond is to finance public improvements on the Makens parcel in TIF District No. 8. The original issue was refunded with a $945,000 General Obligation Tax Increment Refunding Bond in 2007.

2004A Capital Improvement Refunding Bonds – The $1,480,000 General Obligation Capital Improvement Refunding Bond was to refund the Public Facility Lease Revenue Bond of 1999A.

2005B/2011 Refund GO Improvement Bonds – The $4,335,000 General Obligation Improvement Bonds of 2005A is to finance the County's portion of the AUAR roadway improvements around The COR. In 2011, $3,090,000 Series 2011B Improvement Crossover Refunding bonds were issued to refund the 2005B Series bonds that will be called on December 15, 2014.

2005C Capital Equipment Certificates – The $745,000 General Obligation Capital Equipment Certificate of Indebtedness is to finance the acquisition of capital equipment.

2007A Capital Equipment Certificates – The $790,000 General Obligation Capital Equipment Certificate of Indebtedness is to finance the acquisition of capital equipment.

2009A State Aid Road Bond – The $1,340,000 General Obligation Tax State Aid Road Bond is to finance the construction of Sunfish Lake Boulevard.

2011A Armstrong/Bunker Bond – The $4,365,000 Series 2011A bonds will be repaid with annual allotments of Municipal State Aid and an annual assessment per the assessment agreement between the city of Ramsey and Hageman Holdings for the improvements that were necessary for the future Legacy School

2012B Residence at the COR Bond – The $7,320,000 Series 2012B were Taxable General Obligation Tax Increment bonds that were issued to pay for certain qualified costs related to the construction of The Residence at the COR Apartments within Tax Increment District 14 in the city.

CITY OF RAMSEY

Nonmajor Debt Service Funds
Combining Balance Sheet
December 31, 2012

	2001A Taxable Tax Increment Bonds	2001B/2007B Tax Increment Bonds	2004A Capital Improvement Refunding Bonds
Assets			
Cash and temporary investments	$ –	$ –	$ 189,228
Cash and investments held by trustee	–	–	–
Receivables			
Unremitted taxes	–	–	734
Delinquent taxes	–	–	4,521
Total assets	$ –	$ –	$ 194,483
Liabilities and Fund Balances			
Liabilities			
Deferred revenue	$ –	$ –	$ 4,521
Fund balances:			
Restricted	–	–	189,962
Total liabilities and fund balances	$ –	$ –	$ 194,483

2005B/2011 Refund G.O. Improvement Bonds	2005C Capital Equipment Certificates	2007A Capital Equipment Certificates	2009A State Aid Road Bond
$ 77,253	$ 19,316	$ 227,633	$ 41,860
3,008,833	–	–	–
–	–	898	–
–	–	5,530	–
$ 3,086,086	$ 19,316	$ 234,061	$ 41,860
$ –	$ –	$ 5,530	$ –
3,086,086	19,316	228,531	41,860
$ 3,086,086	$ 19,316	$ 234,061	$ 41,860

(continued)

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RAMSEY

Nonmajor Debt Service Funds
Combining Balance Sheet (continued)
December 31, 2012

	2011A Armstrong/Bunker Bond	2012B Residence at the COR Bond	Totals
Assets			
Cash and temporary investments	$ 282,723	$ –	$ 838,013
Cash and investments held by trustee	–	810,262	3,819,095
Receivables			
Unremitted taxes	–	–	1,632
Delinquent taxes	–	–	10,051
Total assets	$ 282,723	$ 810,262	$ 4,668,791
Liabilities and Fund Balances			
Liabilities			
Deferred revenue	$ –	$ –	$ 10,051
Fund balances:			
Restricted	282,723	810,262	4,658,740
Total liabilities and fund balances	$ 282,723	$ 810,262	$ 4,668,791

CITY OF RAMSEY

Nonmajor Debt Service Funds
Combining Statement of Revenue, Expenditures, and Changes in Fund Balances
Year Ended December 31, 2012

	2001A Taxable Tax Increment Bonds	2001B/2007B Tax Increment Bonds	2004A Capital Improvement Refunding Bonds
Revenue			
Property taxes	$ –	$ –	$ 150,015
Special assessments	–	–	–
Intergovernmental revenue	–	–	–
Other revenue			
Investment earnings	–	–	1,538
Miscellaneous	–	–	–
Total revenue	–	–	151,553
Expenditures			
Debt service			
Principal retirement	–	200,000	115,000
Interest and fiscal charges	431	28,425	26,075
Total expenditures	431	228,425	141,075
Excess (deficiency) of revenue over expenditures	(431)	(228,425)	10,478
Other financing sources (uses)			
Bonds issued	–	–	–
Premium/(Discounts) on debt issues	–	–	–
Transfers in	431	228,425	–
Total other financing sources (uses)	431	228,425	–
Net change in fund balances	–	–	10,478
Fund balances			
Beginning of year	–	–	179,484
End of year	$ –	$ –	$ 189,962

2005B/2011 Refund G.O. Improvement Bonds	2005C Capital Equipment Certificates	2007A Capital Equipment Certificates	2009A State Aid Road Bond
$ –	$ –	$ 183,503	$ –
–	–	–	–
–	–	–	174,097
15,829	–	2,018	569
338,510	–	–	–
354,339	–	185,521	174,666
190,000	–	170,000	125,000
224,355	–	3,188	36,368
414,355	–	173,188	161,368
(60,016)	–	12,333	13,298
–	–	–	–
–	–	–	–
–	–	–	–
–	–	–	–
(60,016)	–	12,333	13,298
3,146,102	19,316	216,198	28,562
$ 3,086,086	$ 19,316	$ 228,531	$ 41,860

(continued)

CITY OF RAMSEY

Nonmajor Debt Service Funds
Combining Statement of Revenue, Expenditures, and Changes in Fund Balances (continued)
Year Ended December 31, 2012

	2011A Armstrong/Bunker Bond	2012B Residence at the COR Bond	Totals
Revenue			
Property taxes	$ –	$ –	$ 333,518
Special assessments	73,405	–	73,405
Intergovernmental revenue	301,131	–	475,228
Other revenue			
Investment earnings	175	422	20,551
Miscellaneous	–	500,000	838,510
Total revenue	374,711	500,422	1,741,212
Expenditures			
Debt service			
Principal retirement	–	–	800,000
Interest and fiscal charges	99,995	116,977	535,814
Total expenditures	99,995	116,977	1,335,814
Excess (deficiency) of revenue over expenditures	274,716	383,445	405,398
Other financing sources (uses)			
Bonds issued	–	494,262	494,262
Premium/(Discounts) on debt issues	–	(67,445)	(67,445)
Transfers in	–	–	228,856
Total other financing sources (uses)	–	426,817	655,673
Net change in fund balances	274,716	810,262	1,061,071
Fund balances			
Beginning of year	8,007	–	3,597,669
End of year	$ 282,723	$ 810,262	$ 4,658,740

NONMAJOR CAPITAL PROJECTS FUNDS

Nonmajor Capital Projects Funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities.

State-Aid Construction Fund – used to account for state-aid allotments used by the City for improvement projects to thoroughfare roads within the City.

Revolving Acquisition Loan Fund (RALF Funded Projects) Fund – This fund is used to account for resources and expenditures related to the purchase of property for future state road development.

Public Facilities Construction Fund – used to account for the resources to be used for land acquisition and the construction of public facilities.

Trott Brook Cemetery Perpetual Care Fund – used to account for perpetual care fees collected on the sale of cemetery plots in Trott Brook Cemetery.

Mississippi River Subdrainage Fund – used to account for all costs that are associated with the Storm Water Subdrainage District No. 1.

Park Improvement Fund – used to account for all park dedication fees to be used for land acquisition and park development.

Parking Ramp Maintenance Fund – used to account for all expenditures that the City incurs to operate, maintain, and repair the parking ramp with costs to be allocated to the affected users.

2012 Riverdale Drive Fund – used to account for all costs that are associated with reconstructing Riverdale Drive.

2012 Street Maintenance Fund – used to account for the resources to be used to finance the City's share of the annual street maintenance program.

North Commons Park Fund – used to account for resources and expenditures related to the development of the North Commons Park located in The COR.

CITY OF RAMSEY

Nonmajor Capital Project Funds
Combining Balance Sheet
December 31, 2012

	State-Aid Construction	RALF Funded Projects	Public Facilities Construction
Assets			
Cash and temporary investments	$ 828,049	$ 64,451	$ 285,589
Receivables			
Accounts	–	2,966	–
Total assets	$ 828,049	$ 67,417	$ 285,589
Liabilities and Fund Balances			
Liabilities			
Accounts and contracts payable	$ –	$ 2,392	$ –
Due to other funds	–	67,500	–
Advances from other funds	–	–	612,496
Total liabilities	–	69,892	612,496
Fund balances:			
Restricted	828,049	–	–
Assigned	–	–	–
Unassigned	–	(2,475)	(326,907)
Total fund balances	828,049	(2,475)	(326,907)
Total liabilities and fund balances	$ 828,049	$ 67,417	$ 285,589

Trott Brook Cemetery Perpetual Care	Mississippi River Subdrainage	Park Improvement	Parking Ramp Maintenance
$ 34,425	$ –	$ 2,649,355	$ 15,409
–	–	–	39,746
$ 34,425	$ –	$ 2,649,355	$ 55,155
$ –	$ –	$ –	$ 4,831
–	–	–	–
–	–	–	–
–	–	–	4,831
–	–	–	–
34,425	–	2,649,355	50,324
–	–	–	–
34,425	–	2,649,355	50,324
$ 34,425	$ –	$ 2,649,355	$ 55,155

(continued)

CITY OF RAMSEY

Nonmajor Capital Project Funds
Combining Balance Sheet (continued)
December 31, 2012

	2012 Riverdale Drive	2012 Street Maintenance	North Commons Park	Totals
Assets				
Cash and temporary investments	$ –	$ –	$ –	$ 3,877,278
Receivables				
Accounts	–	–	–	42,712
Total assets	$ –	$ –	$ –	$ 3,919,990
Liabilities and Fund Balances				
Liabilities				
Accounts and contracts payable	$ –	$ –	$ 23,806	$ 31,029
Due to other funds	–	–	–	67,500
Advances from other funds	–	–	–	612,496
Total liabilities	–	–	23,806	711,025
Fund balances:				
Restricted	–	–	–	828,049
Assigned	–	–	–	2,734,104
Unassigned	–	–	(23,806)	(353,188)
Total fund balances	–	–	(23,806)	3,208,965
Total liabilities and fund balances	$ –	$ –	$ –	$ 3,919,990

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RAMSEY

Nonmajor Capital Project Funds
Combining Statement of Revenue, Expenditures, and Changes in Fund Balances
Year Ended December 31, 2012

	State-Aid Construction	RALF Funded Projects	Public Facilities Construction
Revenue			
Property taxes	$ –	$ –	$ 44,520
Intergovernmental revenue	465,767	–	–
Charges for services	–	121,507	–
Other revenue			
Investment earnings	12,398	–	3,373
Miscellaneous	–	237,131	–
Total revenue	478,165	358,638	47,893
Expenditures			
Current			
General government	–	–	–
Highways and streets	–	230,892	12,884
Culture and recreation	–	–	–
Capital outlay	6,133	–	–
Total expenditures	6,133	230,892	12,884
Excess (deficiency) of revenue over expenditures	472,032	127,746	35,009
Other financing sources (uses)			
Transfers in	66,129	–	71,705
Transfers (out)	(73,784)	–	–
Total other financing sources (uses)	(7,655)	–	71,705
Net change in fund balances	464,377	127,746	106,714
Fund balances (deficit)			
Beginning of year	363,672	(130,221)	(433,621)
End of year	$ 828,049	$ (2,475)	$ (326,907)

Trott Brook Cemetery Perpetual Care	Mississippi River Subdrainage	Park Improvement	Parking Ramp Maintenance
$ –	$ –	$ –	$ –
–	–	–	–
–	–	637,567	–
543	–	56,490	228
–	–	355	87,406
543	–	694,412	87,634
–	–	–	59,302
–	–	–	–
–	–	774	–
–	–	132,925	–
–	–	133,699	59,302
543	–	560,713	28,332
–	–	101,111	–
–	(43,976)	–	–
–	(43,976)	101,111	–
543	(43,976)	661,824	28,332
33,882	43,976	1,987,531	21,992
$ 34,425	$ –	$ 2,649,355	$ 50,324

(continued)

CITY OF RAMSEY

Nonmajor Capital Project Funds
Combining Statement of Revenue, Expenditures, and Changes in Fund Balances (continued)
Year Ended December 31, 2012

	2012 Riverdale Drive	2012 Street Maintenance	North Commons Park	Totals
Revenue				
Property taxes	$ –	$ –	$ –	$ 44,520
Intergovernmental revenue	–	–	–	465,767
Charges for services	–	433,477	–	1,192,551
Other revenue				
Investment earnings	–	–	–	73,032
Miscellaneous	–	–	–	324,892
Total revenue	–	433,477	–	2,100,762
Expenditures				
Current				
General government	–	–	–	59,302
Highways and streets	978	384	103,599	348,737
Culture and recreation	–	–	–	774
Capital outlay	2,625	526,722	–	668,405
Total expenditures	3,603	527,106	103,599	1,077,218
Excess (deficiency) of revenue over expenditures	(3,603)	(93,629)	(103,599)	1,023,544
Other financing sources (uses)				
Transfers in	3,603	93,629	79,793	415,970
Transfers (out)	–	–	–	(117,760)
Total other financing sources (uses)	3,603	93,629	79,793	298,210
Net change in fund balances	–	–	(23,806)	1,321,754
Fund balances (deficit)				
Beginning of year	–	–	–	1,887,211
End of year	$ –	$ –	$ (23,806)	$ 3,208,965

AGENCY FUND

The Agency Fund is used to account for assets held by the City in the capacity of agent.

Agency Fund – This fund is used to account for deposits held for developers as security for various services. In addition it accounts for property purchased on behalf of the state and the related liability for future state highway improvements.

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF RAMSEY

Agency Fund
Statement of Changes in Assets and Liabilities
Year Ended December 31, 2012

	Beginning Balance	Additions	Deletions	Ending Balance
Assets				
Cash and temporary investments	$ 579,025	$ 144,097	$ 150,612	$ 572,510
Receivables				
Accounts	32,152	15,437	7,718	39,871
Assets held for resale	12,734,868	–	–	12,734,868
Total assets	$ 13,346,045	$ 159,534	$ 158,330	$ 13,347,249
Liabilities				
Accounts payable	$ 3,506	$ 123,446	$ 123,338	$ 3,614
Deposits payable	607,671	521,578	520,482	608,767
Loans Payable to Met Council	12,734,868	–	–	12,734,868
Total liabilities	$ 13,346,045	$ 645,024	$ 643,820	$ 13,347,249

THIS PAGE INTENTIONALLY LEFT BLANK

STATISTICAL AND OTHER INFORMATION (UNAUDITED)

THIS PAGE INTENTIONALLY LEFT BLANK

STATISTICAL SECTION

This part of the City of Ramsey's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents	Page
Financial Trends These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.	130-135
Revenue Capacity These schedules contain information to help the reader assess the government's most significant local revenue source, the property tax.	136-139
Debt Capacity These schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.	140-143
Demographic and Economic Information These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.	144-145
Operating Information These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs.	146-148

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

City of Ramsey
Net Position by Component
Last Nine Fiscal Years
(accrual basis of accounting)

	Fiscal Year 2004	2005	2006	2007	2008	2009	2010	2011	2012
Governmental activities									
Net investment in capital assets	$ 8,768,136	$ 12,267,296	$ 23,424,366	$ 27,548,267	$ 31,255,476	$ 34,736,969	$ 38,466,812	$ 39,794,321	$ 41,998,822
Restricted	7,597,395	18,296,241	13,860,707	16,626,010	20,919,497	21,780,289	21,604,295	22,103,948	14,632,006
Unrestricted	14,837,113	19,265,380	18,428,817	17,500,206	18,403,564	16,902,526	14,450,911	14,433,838	7,298,825
Total governmental activities net position	$ 31,202,644	$ 49,828,917	$ 55,713,890	$ 61,674,483	$ 70,578,537	$ 73,419,784	$ 74,522,018	$ 76,332,107	$ 63,929,653
Business-type activities									
Net investment in capital assets	$ 31,664,220	$ 36,311,701	$ 47,334,422	$ 49,173,058	$ 49,355,232	$ 51,823,362	$ 52,500,049	$ 51,748,092	$ 50,843,868
Unrestricted	13,281,078	17,013,900	17,739,362	20,926,874	22,525,196	21,633,010	22,845,759	23,764,060	27,486,732
Total business-type activities net position	$ 44,945,298	$ 53,325,601	$ 65,073,784	$ 70,099,932	$ 71,880,428	$ 73,456,372	$ 75,345,808	$ 75,512,152	$ 78,330,600
Total government									
Net investment in capital assets	$ 40,432,356	$ 48,578,997	$ 70,758,788	$ 76,721,325	$ 80,610,708	$ 86,560,331	$ 90,966,861	$ 91,542,413	$ 92,842,690
Restricted	7,597,395	18,296,241	13,860,707	16,626,010	20,919,497	21,780,289	21,604,295	22,103,948	14,632,006
Unrestricted	28,118,191	36,279,280	36,168,179	38,427,080	40,928,760	38,535,536	37,296,670	38,197,898	34,785,557
Total government net position	$ 76,147,942	$ 103,154,518	$ 120,787,674	$ 131,774,415	$ 142,458,965	$ 146,876,156	$ 149,867,826	$ 151,844,259	$ 142,260,253

Note 1: The City implemented GASB Statement No. 34 in fiscal year 2004. This information is not available for previous fiscal years.

City of Ramsey
Changes in Net Position
Last Nine Fiscal Years
(accrual basis of accounting)

	Fiscal Year 2004	2005	2006	2007	2008	2009	2010	2011	2012
Expenses									
Governmental activities:									
General government	$ 4,465,269	$ 7,093,819	$ 10,515,659	$ 3,878,438	$ 4,862,284	$ 4,690,824	$ 4,998,807	$ 5,559,732	$ 18,976,842
Public safety	2,960,192	3,422,844	3,780,436	3,809,016	4,313,520	4,438,324	4,153,361	4,307,045	4,218,066
Highways and streets	1,231,632	1,637,803	1,892,391	2,689,259	3,756,861	4,795,460	5,791,896	6,129,272	5,659,428
Culture and recreation	625,960	719,591	887,158	977,766	1,064,587	1,067,125	1,048,690	1,267,292	1,216,583
Interest and fiscal charges	733,164	756,527	1,437,427	1,415,874	1,342,305	1,330,224	1,316,893	1,302,228	2,555,567
Total governmental activities expenses	10,016,217	13,630,584	18,513,071	12,770,353	15,339,557	16,321,957	17,309,647	18,565,569	32,626,486
Business-type activities:									
Water utility	812,186	851,196	906,795	912,094	1,247,248	1,291,952	1,295,721	1,358,050	1,228,012
Sewer utility	660,230	740,917	771,870	838,452	883,214	1,076,451	1,101,554	1,149,318	1,152,760
Street light utility	81,832	88,881	108,639	110,837	123,839	148,140	158,369	163,758	165,651
Recycling utility	174,897	196,654	232,052	283,746	300,755	298,631	307,662	302,947	302,936
Storm water utility	250,037	279,824	258,731	440,697	300,444	358,522	350,521	410,666	496,309
Total business-type activities	1,979,182	2,157,472	2,278,087	2,585,826	2,855,500	3,173,696	3,213,827	3,384,739	3,345,668
Total government expenses	$ 11,995,399	$ 15,788,056	$ 20,791,158	$ 15,356,179	$ 18,195,057	$ 19,495,653	$ 20,523,474	$ 21,950,308	$ 35,972,154
Program Revenues									
Governmental activities:									
Charges for services:									
General government	$ 214,882	$ 220,619	$ 138,500	$ 395,697	$ 347,633	$ 303,122	$ 344,922	$ 313,195	$ 416,152
Public safety	1,986,667	1,825,878	1,133,013	654,796	1,048,086	802,196	979,828	918,296	1,177,840
Highways and streets	390,569	601,448	759,143	537,660	494,996	284,026	487,507	738,136	81,159
Culture and recreation	1,158,255	1,312,641	623,523	668,521	6,905	19,763	27,016	9,910	628,571
Operating grants and contributions	655,299	14,044,119	1,892,686	3,025,480	2,201,372	614,816	326,986	298,077	2,008,709
Capital grants and contributions	6,975,214	4,201,673	7,944,042	522,815	5,122,028	2,700,471	2,828,240	4,187,265	3,866,331
Total governmental activities program revenues	11,380,886	22,206,378	12,490,907	5,804,969	9,221,020	4,724,394	4,994,499	6,464,879	8,178,762
Business-type activities:									
Charges for services:									
Water utility	910,012	1,062,524	1,317,203	1,440,658	1,539,665	1,693,581	1,633,461	1,821,386	2,131,460
Sewer utility	840,684	939,478	1,044,271	1,100,948	1,208,843	1,214,953	1,261,609	1,236,771	1,324,342
Street light utility	120,677	144,882	167,548	173,541	183,560	172,897	179,272	178,850	179,124
Recycling utility	184,037	202,060	251,224	291,152	332,682	284,515	294,617	297,226	296,358
Storm water utility	373,306	438,214	475,548	503,553	566,506	578,666	617,598	617,579	647,169
Operating grants and contributions	-	-	-	-	-	59,963	49,873	50,279	57,239
Capital grants and contributions	7,371,133	7,199,843	9,694,600	2,242,294	373,612	102,512	310,040	88,349	1,315,030
Total business-type activities program revenues	9,799,849	9,987,001	12,950,394	5,752,146	4,204,868	4,107,087	4,346,470	4,290,440	5,950,722
Total government program revenues	$ 21,180,735	$ 32,193,379	$ 25,441,301	$ 11,557,115	$ 13,425,888	$ 8,831,481	$ 9,340,969	$ 10,755,319	$ 14,129,484
Net (expense)/revenue									
Governmental activities	$ 1,364,669	$ 8,575,794	$ (6,022,164)	$ (6,965,384)	$ (6,118,537)	$ (11,597,563)	$ (12,315,148)	$ (12,100,690)	$ (24,447,724)
Business-type activities	7,820,667	7,829,529	10,672,307	3,166,320	1,349,368	933,391	1,132,643	905,701	2,605,054
Total government net expense	$ 9,185,336	$ 16,405,323	$ 4,650,143	$ (3,799,064)	$ (4,769,169)	$ (10,664,172)	$ (11,182,505)	$ (11,194,989)	$ (21,842,670)
General Revenues and Other Changes in Net Position									
Governmental activities:									
Property taxes	$ 7,954,549	$ 8,807,253	$ 10,409,249	$ 11,562,407	$ 12,345,279	$ 13,019,854	$ 12,144,908	$ 11,671,760	$ 11,454,519
General grants and contributions	506,401	250,483	48,331	508,664	310,111	204,752	114,692	120,932	9,175
Investment earnings	576,300	1,139,598	1,686,095	1,648,318	1,736,468	1,116,588	1,283,533	903,786	474,076
Sale of capital assets	-	15,237	26,585	24,795	57,975	5,816	-	14,716	-
Transfers	47,000	(162,092)	(263,123)	(818,207)	572,758	91,800	(125,751)	1,199,585	107,500
Total governmental activities	9,084,250	10,050,479	11,907,137	12,925,977	15,022,591	14,438,810	13,417,382	13,910,779	12,045,270
Business-type activities:									
Investment earnings	263,042	388,682	812,753	1,041,621	1,003,886	734,353	631,042	460,228	320,894
Transfers	(47,000)	162,092	263,123	818,207	(572,758)	(91,800)	125,751	(1,199,585)	(107,500)
Total business-type activities	216,042	550,774	1,075,876	1,859,828	431,128	642,553	756,793	(739,357)	213,394
Total government	$ 9,300,292	$ 10,601,253	$ 12,983,013	$ 14,785,805	$ 15,453,719	$ 15,081,363	$ 14,174,175	$ 13,171,422	$ 12,258,664
Change in Net Position									
Governmental activities	$ 10,448,919	$ 18,626,273	$ 5,884,973	$ 5,960,593	$ 8,904,054	$ 2,841,247	$ 1,102,234	$ 1,810,089	$ (12,402,454)
Business-type activities	8,036,709	8,380,303	11,748,183	5,026,148	1,780,496	1,575,944	1,889,436	166,344	2,818,448
Total government	$ 18,485,628	$ 27,006,576	$ 17,633,156	$ 10,986,741	$ 10,684,550	$ 4,417,191	$ 2,991,670	$ 1,976,433	$ (9,584,006)

Note: The City implemented GASB Statement No. 34 in fiscal year 2004. This information is not available for previous fiscal years.

City of Ramsey
Governmental Activities Tax Revenues By Source
Last Nine Fiscal Years
(accrual basis of accounting)

Fiscal Year	Property Tax	Tax Increment	Franchise Tax (1)	Total
2004	$ 5,240,875	$ 2,713,674	$ 404,881	$ 8,359,430
2005	6,015,874	2,791,379	–	8,807,253
2006	7,491,431	2,917,818	–	10,409,249
2007	8,501,628	3,060,779	–	11,562,407
2008	9,032,267	3,313,012	–	12,345,279
2009	9,494,094	3,525,760	–	13,019,854
2010	8,531,043	3,613,865	–	12,144,908
2011	8,048,173	3,623,587	–	11,671,760
2012	8,750,754	2,703,765	–	11,454,519

Note: The City implemented GASB Statement No. 34 in fiscal year 2004.
This information is not available for previous fiscal years.

(1) Year 2004 was the first and only year of tax

City of Ramsey
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year									
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
General fund										
Reserved	$ 70,231	$ 4,702	$ 5,039	$ 2,340	$ 109,775	$ 5,351	$ 6,794	$ 14,115	$ -	$ -
Unreserved	4,003,350	5,072,617	5,580,227	6,118,854	6,902,495	6,973,197	7,010,159	6,045,644	-	-
Nonspendable	-	-	-	-	-	-	-	-	9,929	4,042
Assigned	-	-	-	-	-	-	-	-	125,015	142,419
Unassigned	-	-	-	-	-	-	-	-	6,253,688	6,578,822
Total general fund	$ 4,073,581	$ 5,077,319	$ 5,585,266	$ 6,121,194	$ 7,012,270	$ 6,978,548	$ 7,016,953	$ 6,059,759	$ 6,388,632	$ 6,725,283
All other governmental funds										
Reserved	$ 1,799,962	$ 519,989	$ 15,845,592	$ 1,921,969	$ 1,028,346	$ 2,864,874	$ 12,898,120	$ 12,906,280	$ -	$ -
Unreserved, reported in:										
Special revenue funds	9,983,810	16,180,946	6,122,329	5,255,220	6,994,395	9,131,758	5,973,123	6,632,439	-	-
Debt service funds	347,911	1,399,889	2,184,019	1,754,262	2,001,431	2,393,118	2,344,463	2,524,951	-	-
Capital projects funds	9,274,314	2,653,369	14,401,743	13,477,202	13,721,728	13,190,165	12,777,036	10,291,562	-	-
Nonspendable	-	-	-	-	-	-	-	-	304	-
Restricted	-	-	-	-	-	-	-	-	25,032,219	17,606,291
Committed	-	-	-	-	-	-	-	-	819,839	946,312
Assigned	-	-	-	-	-	-	-	-	10,552,354	9,962,381
Unassigned	-	-	-	-	-	-	-	-	(853,086)	(456,692)
Total all other governmental funds	$ 21,405,997	$ 20,754,193	$ 38,553,683	$ 22,408,653	$ 23,745,900	$ 27,579,915	$ 33,992,742	$ 32,355,232	$ 35,551,630	$ 28,058,292

Note: The City implemented GASB Statement No. 54 in fiscal year 2011. Redefined fund balance for categories nonspendable, restricted, committed, assigned, and unassigned is not available for previous fiscal years.

City of Ramsey
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year 2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Revenues										
Property taxes	$ 6,785,605	$ 7,631,497	$ 8,421,955	$ 9,880,606	$ 11,359,235	$ 12,101,523	$ 13,238,885	$ 12,151,317	$ 11,709,649	$ 11,545,803
Special assessments	240,098	235,954	3,771,480	1,057,724	597,562	503,718	446,452	492,870	545,764	436,854
Licenses and permits	838,034	1,430,626	1,266,111	797,491	680,717	855,914	373,462	412,071	368,153	534,910
Intergovernmental revenue	1,102,235	4,441,460	4,124,766	4,944,306	1,763,110	2,622,219	1,733,329	2,029,558	3,140,747	3,736,095
Charges for services	1,391,584	2,226,342	2,560,089	1,760,007	1,401,329	609,223	947,307	1,319,586	1,517,320	1,681,400
Fines and forfeits	72,577	106,757	108,014	113,337	130,325	126,559	113,661	100,199	105,833	75,562
Investment earnings	472,319	567,085	1,128,984	1,665,885	1,623,146	1,715,220	1,102,245	1,269,263	895,184	468,032
Miscellaneous	1,714,978	1,379,788	1,523,182	836,441	1,910,172	4,041,273	1,422,878	838,148	746,505	1,909,229
Total Revenues	$ 12,617,430	$ 18,019,509	$ 22,904,581	$ 21,055,797	$ 19,465,596	$ 22,575,649	$ 19,378,219	$ 18,613,012	$ 19,029,155	$ 20,387,885
Expenditures										
General government	$ 3,260,473	$ 4,383,699	$ 7,008,854	$ 10,234,225	$ 3,955,708	$ 4,227,391	$ 3,933,652	$ 4,280,825	$ 4,847,669	$ 18,291,512
Public safety	2,177,494	2,634,606	3,053,299	3,414,823	3,822,983	3,941,648	3,945,154	3,779,318	3,886,613	3,860,697
Highways and streets	923,149	1,031,146	1,312,903	1,449,249	1,904,031	2,868,137	2,282,505	2,753,505	4,944,097	4,391,415
Culture and recreation	476,039	540,121	632,253	743,016	820,780	901,042	861,406	817,538	857,927	836,452
Capital outlay	2,359,905	7,265,787	13,775,696	18,206,034	4,165,759	4,484,807	4,429,123	6,353,954	6,589,201	3,370,128
Debt service										
Principal	1,211,000	1,457,000	2,929,000	1,780,000	1,702,000	2,010,000	3,430,000	2,235,000	1,810,000	1,485,000
Interest	646,013	750,430	444,862	1,960,137	1,412,972	1,352,656	1,331,563	1,322,871	1,220,906	2,681,176
Total Expenditures	$ 11,054,073	$ 18,062,789	$ 29,156,867	$ 37,787,484	$ 17,784,233	$ 19,785,681	$ 20,213,403	$ 21,543,011	$ 24,156,413	$ 34,916,380
Excess of revenues over (under) expenditures	$ 1,563,357	$ (43,280)	$ (6,252,286)	$ (16,731,687)	$ 1,681,363	$ 2,789,968	$ (835,184)	$ (2,929,999)	$ (5,127,258)	$ (14,528,495)
Other financing sources (uses)										
Bonds issued	$ 2,874,608	$ 1,825,000	$ 24,280,000	$ 1,035,000	$ 1,735,000	$ -	$ 1,340,000	$ -	$ 4,365,000	$ 7,320,000
Refunding bonds issued	-	-	-	-	-	-	-	-	3,090,000	16,875,000
Premium/(Discount) on debt issues	-	(26,786)	209,229	-	-	-	(25,125)	-	(22,036)	284,907
Payments on refunded bonds	(925,000)	(1,450,000)	-	-	(920,000)	-	-	-	-	(17,227,352)
Proceeds on sale of capital assets	-	-	16,794	26,585	24,795	57,975	28,545	8,361	19,980	11,753
Transfers in	4,232,918	5,253,617	4,899,448	5,166,609	4,169,062	4,364,931	5,620,998	7,782,837	3,864,855	6,237,727
Transfers (out)	(4,193,918)	(5,206,617)	(4,845,748)	(5,105,609)	(4,461,897)	(3,412,581)	(5,529,198)	(7,455,903)	(2,665,270)	(6,130,227)
Total other financing sources (uses)	$ 1,988,608	$ 395,214	$ 24,559,723	$ 1,122,585	$ 546,960	$ 1,010,325	$ 1,435,220	$ 335,295	$ 8,652,529	$ 7,371,808
Special item	-	-	-	-	-	-	5,851,196	-	-	-
Net change in fund balances	$ 3,551,965	$ 351,934	$ 18,307,437	$ (15,609,102)	$ 2,228,323	$ 3,800,293	$ 6,451,232	$ (2,594,704)	$ 3,525,271	$ (7,156,687)
Debt service as a percentage of noncapital expenditures	21.36%	20.44%	21.94%	19.10%	22.87%	21.98%	30.17%	23.42%	17.25%	13.21%

City of Ramsey
General Governmental Tax Revenues By Source
Last Ten Fiscal Years
(modified accrual basis of accounting)

Fiscal Year	Property Tax	Tax Increment	Franchise Tax (1)	Total
2003	$ 4,463,028	$ 2,322,577	$ -	$ 6,785,605
2004	4,917,823	2,713,674	404,881	8,036,378
2005	5,630,576	2,791,379	-	8,421,955
2006	6,962,788	2,917,818	-	9,880,606
2007	8,298,456	3,060,779	-	11,359,235
2008	8,788,511	3,313,012	-	12,101,523
2009	9,713,125	3,525,760	-	13,238,885
2010	8,537,452	3,613,865	-	12,151,317
2011	8,086,062	3,623,587	-	11,709,649
2012	8,842,038	2,703,765	-	11,545,803

(1) First and only year of tax

City of Ramsey
Taxable Market Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years

Fiscal Year Ended Dec 31	Real Property		Personal Property	Total Taxable Market Value	Tax Capacity Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Taxable Market Value as a Percentage of Actual Value
	Residential Property	Commercial Property	Other (1)					
2003	$ 1,132,636,100	$ 155,759,200		$ 1,288,395,300	$ 12,463,345	39.353%	$ 1,513,876,770	85.11%
2004	1,203,665,700	173,641,700	$ 14,361,100	1,391,668,500	14,215,115	37.439%	1,460,482,300	95.29%
2005	1,408,912,900	196,311,700	15,244,800	1,620,469,400	15,892,622	38.182%	1,681,213,200	96.39%
2006	1,629,842,600	227,059,300	15,096,100	1,871,998,000	18,847,207	39.352%	1,921,741,700	97.41%
2007	1,880,483,000	269,566,300	15,262,600	2,165,311,900	22,640,697	39.222%	2,210,610,800	97.95%
2008	1,966,005,400	306,596,800	15,820,200	2,288,422,400	23,857,278	39.282%	2,336,127,900	97.96%
2009	2,005,067,600	347,622,600	16,932,200	2,369,622,400	25,040,188	39.263%	2,408,464,200	98.39%
2010	1,845,420,600	327,882,200	17,277,000	2,190,579,800	23,787,900	37.811%	2,232,018,600	98.14%
2011	1,659,908,100	301,333,900	18,253,100	1,979,495,100	20,609,005	39.801%	2,015,100,000	98.23%
2012	1,606,421,000	282,627,300	17,640,900	1,906,689,200	19,881,220	44.174%	1,939,707,200	98.30%

Source: Anoka County records were the source of taxable market value and estimated actual values.

(1) Information not available before fiscal year 2004

City of Ramsey
Property Tax Rates (1)
Direct and Overlapping (2) Governments
Last Ten Fiscal Years

	City of Ramsey			County	School District		Other	Total	
Fiscal Year	General Operating Levy	Debt Service Levy	Total City Levy	Anoka County	ISD No 11	ISD No 728	Special Taxing Districts (3)	Direct & Overlapping Rates-ISD No 11	Direct & Overlapping Rates-ISD No 728
Tax rates per $100 of tax capacity									
2003	36.962	2.391	39.353	37.714	26.941	41.352	6.071	110.079	124.490
2004	35.297	2.142	37.439	35.221	21.050	30.953	6.393	100.103	110.006
2005	35.206	2.976	38.182	33.080	21.492	32.848	4.955	97.709	109.065
2006	35.447	3.905	39.352	33.869	20.046	35.950	4.382	97.649	113.553
2007	33.234	5.988	39.222	32.391	19.353	33.208	4.016	94.982	108.837
2008	35.093	4.189	39.282	33.888	16.983	32.344	3.967	94.120	109.481
2009	34.685	4.578	39.263	33.563	18.247	36.088	3.803	94.876	112.717
2010	33.080	4.731	37.811	36.855	19.939	39.967	4.961	99.566	119.594
2011	35.840	3.961	39.801	41.708	23.999	43.489	4.905	110.413	129.903
2012	37.186	6.988	44.174	43.298	23.325	45.548	4.124	114.921	137.144

Source: Anoka County records

(1) Information reflects total tax rates levied by each entity. Tax rates are expressed as a percent of "net tax capacity." A property's tax capacity is determined by multiplying its taxable market value by a state-determined class rate. Class rates vary by property type and change periodically based on state legislation.

(2) Overlapping rates are those of local and county governments that apply to property owners within the City of Ramsey. Not all overlapping rates apply to all City of Ramsey property owners (e.g., the rates for special districts may apply only to the proportion of the government's property owners whose property is located within the geographic boundaries of the special district.)

(3) Other taxing districts include the Metropolitan Council, Regional Transit Area, Mosquito Control, and the Anoka County Regional Railroad Authority.

City of Ramsey
Principal Property Taxpayers
Current Year And Nine Years Ago

	2012			2003		
Taxpayer	Taxable Market Value	Rank	Percentage of Total Taxable Market Value	Taxable Market Value	Rank	Percentage of Total Taxable Market Value
Connexus Energy/Anoka Electric Co-op	$ 20,112,200	1	1.05%	$15,714,700	1	1.22%
S & A Partners, LLC	11,985,700	2	0.63%	4,936,700	4	0.38%
Sophia-Ramsey LLC	8,599,300	3	0.45%	-	-	-
Brunswick Corporation	8,447,200	4	0.44%	8,096,200	2	0.63%
21st Century Bank	7,352,700	5	0.39%	-	-	-
Insight Equity APX LP	6,995,200	6	0.37%	-	-	-
PSD LLC	6,263,500	7	0.33%	-	-	-
Minnegasco	5,941,500	8	0.31%	3,075,000	8	0.24%
Zero Zone Refrigeration, LLC	5,104,800	9	0.27%	-	-	-
Molin Concrete Products Company	4,569,100	10	0.24%	-	-	-
Vision Ease Lens				6,373,000	3	0.49%
GB Properties				3,623,500	5	0.28%
Mateski Properties				3,610,000	6	0.28%
Knoll Properties				3,322,600	7	0.26%
Peck Properties				2,852,900	9	0.22%
McKinley Properties				2,852,900	10	0.22%

Source: County Board of Equalization and Assessment

City of Ramsey
Property Tax Levies and Collections (1)
Last Ten Fiscal Years

Fiscal Year Ended December 31	Total Tax Levy for Fiscal Year	Collected within the Fiscal Year of the Levy (2)		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2003	$ 4,904,700	$ 4,627,168	94.34%	$ 277,532	$ 4,904,700	100.00%
2004	5,321,997	5,043,135	94.76%	278,862	5,321,997	100.00%
2005	6,068,121	5,800,683	95.59%	267,433	6,068,116	100.00%
2006	7,416,753	7,150,100	96.40%	265,989	7,416,089	99.99%
2007	8,880,134	8,677,815	97.72%	198,464	8,876,279	99.96%
2008	9,371,616	8,917,124	95.15%	441,689	9,358,813	99.86%
2009	9,831,529	9,374,414	95.35%	427,043	9,801,457	99.69%
2010	8,994,443	8,432,354	93.75%	425,130	8,857,484	98.48%
2011	8,497,158	7,975,431	93.86%	401,265	8,376,696	98.58%
2012	8,782,330	8,616,750	98.11%	-	8,616,750	98.11%

(1) Includes general, debt service and HRA levy. Does not include property tax revenue in the form of tax increments.

(2) Includes property tax credit collections shown in intergovernmental revenue.

City of Ramsey
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year	Governmental Activities: General Obligation Bonded Debt	Governmental Activities: Capital Equipment Certificates	Total Primary Government	Percentage of Personal Income(1)	Per Capita(1)
2003	$ 11,745,000	$ 983,000	$ 12,728,000	1.87%	$ 612
2004	10,500,000	1,146,000	11,646,000	1.55%	525
2005	31,380,000	1,617,000	32,997,000	4.14%	1,434
2006	30,990,000	1,262,000	32,252,000	4.05%	1,402
2007	29,675,000	1,690,000	31,365,000	3.46%	1,301
2008	28,235,000	1,120,000	29,355,000	3.14%	1,218
2009	26,570,000	695,000	27,265,000	2.80%	1,122
2010	24,695,000	335,000	25,030,000	2.64%	1,058
2011	30,505,000	170,000	30,675,000	3.34%	1,294
2012	36,345,000	-	36,345,000	5.02%	1,525

Note: Details regarding the city's outstanding debt can be found in the notes to the basic financial statements.

(1) See the Schedule of Demographic and Economic Statistics for personal income and population data.

City of Ramsey
Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years

Fiscal Year	General Obligation Bonds	Less: Amounts Available in Debt Service Fund (3)	Total	Percentage of Estimated Actual Taxable Value of Property(1)	Per Capita(2)
2003	$ 11,745,000	$ 1,600,766	$ 10,144,234	0.67%	488
2004	10,500,000	1,399,889	9,100,111	0.62%	410
2005	31,380,000	2,184,019	29,195,981	1.74%	1,269
2006	30,990,000	1,754,262	29,235,738	1.52%	1,244
2007	29,675,000	2,001,431	27,673,569	1.25%	1,148
2008	28,235,000	2,393,118	25,841,882	1.11%	1,072
2009	26,570,000	2,344,463	24,225,537	1.01%	997
2010	24,695,000	2,524,951	22,170,049	0.99%	937
2011	30,505,000	5,753,130	24,751,870	1.23%	1,044
2012	36,345,000	5,618,631	30,726,369	1.58%	1,289

Note: Details regarding the city's outstanding debt can be found in the notes to the basic financial statements.

(1) See the Schedule of Assessed Value and Estimated Actual Value of Taxable Property for property value data.

(2) Population data can be found in the Schedule of Demographic and Economic Statistics.

(3) Amount available in Debt Service Fund is as stated on the Governmental Funds Balance Sheet.

City of Ramsey
Direct and Overlapping Governmental Activities Debt
As of December 31, 2012

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable(1)	Estimated Share of Overlapping Debt
Debt repaid with property taxes:			
Anoka County	$ 145,945,000	6.42%	$ 9,372,734
ISD No. 11, Anoka-Hennepin	103,140,572	8.74%	9,014,692
ISD No. 728, Elk River	179,690,000	3.85%	6,915,190
Metropolitan Council	168,665,000	0.62%	1,049,265
Subtotal, overlapping debt			26,351,881
City of Ramsey direct debt	36,345,000	100.00%	36,345,000
Total direct and overlapping debt			$ 62,696,881

Sources: Assessed value data used to estimate applicable percentages provided by the County Board of Equalization and Assessment. Debt outstanding data provided by the county.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the city. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Ramsey. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

(1) The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of the county's taxable assessed value that is within the city's boundaries and dividing it by the county's total taxable assessed value.

City of Ramsey
Legal Debt Margin Information
Last Ten Fiscal Years

	Fiscal Year									
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Debt Limit*	$ 25,767,906	$ 29,209,646	$ 33,624,264	$ 38,434,834	$ 43,306,238	$ 68,652,672	$ 71,088,672	$ 65,717,394	$ 59,384,853	$ 57,200,676
Total net debt applicable to limit	2,147,668	2,474,766	20,027,702	19,572,702	20,073,569	19,046,615	17,825,537	16,465,049	12,206,870	15,675,147
Legal debt margin	$ 23,620,238	$ 26,734,880	$ 13,596,562	$ 18,862,132	$ 23,232,669	$ 49,606,057	$ 53,263,135	$ 49,252,345	$ 47,177,983	$ 41,525,529
Total net debt applicable to limit as a percentage of debt limit	8.33%	8.47%	59.56%	50.92%	46.35%	27.74%	25.08%	25.05%	20.56%	27.40%

Legal Debt Margin Calculation for Fiscal Year 2011

Taxable Market value			$ 1,906,689,200
Debt limit (3%* of market value)			57,200,676
Debt applicable to limit:			
Total bonded debt	$ 36,345,000		
Less:			
Obligations issued with special assessments		(11,700,000)	
Obligations issued with tax increments		(7,820,000)	
Amounts available in respective Debt Service Funds		(1,149,853)	
Total deductions		(20,669,853)	
			15,675,147
Legal debt margin			$ 41,525,529

Note: Under state finance law, the City of Ramsey's outstanding general obligation debt should not exceed 3 percent of total taxable market value. By law, the general obligation debt subject to the limitation may be offset by amounts set aside for repaying general obligation bonds.

* The statutory limit on debt of Minnesota municipalities increased June 30, 2008 from 2 to 3 percent.

City of Ramsey
Demographic and Economic Statistics
Last Ten Fiscal Years

Fiscal Year	Population (1)	Personal Income (2)	Per Capita Personal Income (3)		School Enrollment (4)	Unemployment Rate (5)
2003	20,800	$ 679,660,800	$ 32,676		4,154	4.2
2004	22,200	751,921,854	33,870		3,668	3.8
2005	23,008	796,383,601	34,613		3,725	3.0
2006	23,500	837,537,203	35,640		3,570	3.4
2007	24,100	905,557,500	37,575		3,769	4.2
2008	24,100	933,730,400	38,744		3,757	6.7
2009	24,300	974,430,972	40,100	*	3,818	7.8
2010	23,668	949,086,800	40,100	**	5,503	7.3
2011	23,702	917,504,420	38,710		3,757	6.7
2012	23,835	724,488,660	30,396		3,714	5.2

(1) Years 2003-2009 population based on combination of Metropolitan Council estimates and City of Ramsey estimates generated from building permit data. In 2010, the United States Census Bureau completed its decennial census showing continued growth; however, the 2010 census revealed a lower persons per household than used in population estimates based on building permit data by the city. 2011 data based off of 2010 census and City of Ramsey estimates.

(2) Calculated based on Per Capita Personal Income (Anoka County average) times Ramsey population.

(3) U.S. Department of Commerce, Bureau of Economic Analysis - Anoka County Average.

(4) Anoka-Hennepin School District No. 11 and Elk River School District #728. 2009/2010 increase result of new 2010 Census data.

(5) Minnesota Department of Employment and Economic Development

* Estimated based on state annual increase
** Used prior year as best estimated

City of Ramsey
Principal Employers
Current Year And Nine Years Ago

	2012			2003		
Employer	Employees (1)	Rank	Percentage of Total City Employment	Employees (1)	Rank	Percentage of Total City Employment
BMC Vision Ease Lens	355	1	6.65%	400	1	7.49%
Life Fitness (Parabody Inc.)	350	2	6.56%	280	2	5.25%
Connexus Energy/Anoka Electric	230	3	4.31%	230	3	4.31%
Anderson & Dahlen (Knoll Properties)	150	4	2.81%	160	4	3.00%
Ramsey Elementary	135	5	2.53%	120	5	2.25%
Zero Zone Refrigeration	130	6	2.44%			
Altron Inc.	120	7	2.25%	104	6	1.95%
Waltek	108	8	2.02%			
RJM/General Paper Products	100	9	1.87%			
Diamond Graphics	100	10	1.87%			
Command Tooling				84	7	1.57%
City of Ramsey				63	8	1.18%
Systematic Refrigeration				60	9	1.12%
Wendell's Inc.				57	10	1.07%

Source: State Department of Employment and Economic Development

(1) Full-time equivalent

City of Ramsey
Full-time Equivalent City Government Employees by Function
Last Ten Fiscal Years

Function	Fiscal Year 2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
General government	19.85	21.85	21.97	22.77	23.02	23.02	21.22	20.22	19.10	18.60
Public safety										
Police										
Officers	18.00	20.00	22.00	23.00	24.00	25.00	23.00	23.00	23.00	23.00
Civilians	2.50	3.50	3.50	3.50	4.00	4.00	5.00	5.00	5.00	5.00
Fire										
Firefighters and officers	8.08	9.58	9.58	9.58	9.58	9.58	9.58	9.58	9.58	9.58
Civilians	-	-	0.50	1.00	1.00	1.00	1.00	1.00	1.00	0.50
Protective Inspections	3.50	5.00	7.00	7.00	7.00	7.00	3.00	2.00	1.00	1.00
Highways and streets										
Engineering	5.00	6.00	6.48	7.48	8.48	8.48	7.48	6.48	6.60	6.60
Streets	7.00	7.50	7.00	8.00	8.00	8.00	7.00	7.00	7.00	7.00
Maintenance	5.00	5.50	6.00	6.00	7.00	7.00	6.00	6.00	5.00	5.00
Culture and recreation	4.09	4.09	4.22	4.22	4.22	4.22	2.47	2.47	3.47	3.47
Water	-	-	1.00	1.00	1.00	1.00	2.00	2.00	2.00	2.00
Total	73.02	83.02	89.25	93.55	97.30	98.30	87.75	84.75	82.75	81.75

Source: City Budget documents

City of Ramsey
Operating Indicators by Function
Last Ten Fiscal Years

Function	Fiscal Year 2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Police										
Number of arrests	325	436	481	534	642	574	437	352	463	416
Parking violations	351	452	336	270	383	451	545	465	631	471
Traffic violations	1,965	2,702	2,917	2,544	2,156	2,913	2,875	4,008	3,488	3,292
Fire										
Number of calls answered	321	396	501	496	489	491	453	481	483	459
Inspections	-	132	272	559	527	163	194	177	260	303
Highways and streets										
Street resurfacing (miles)	10.40	21.06	19.29	17.26	20.70	17.90	15.65	16.59	14.86	22.00
Culture and recreation										
Park Acreage maintained	565	565	565	565	565	565	565	565	565	565
Trails/sidewalks maintained (miles)	30	30	30	30	30	30	30	40	45	45
Water										
Number of connections	2,516	2,945	3,306	3,542	3,709	3,850	3,914	3,962	4,013	4,087
Water main breaks	-	-	-	-	-	-	-	-	2	-
Average daily consumption (gallons)	1,200,000	1,523,288	1,575,342	1,753,425	1,917,808	1,717,808	1,754,130	1,753,425	1,616,376	1,890,290

Source: Various City departments

Note: Indicators are not available for the general city functions.

City of Ramsey
Capital Asset Statistics by Function
Last Ten Fiscal Years

Function	Fiscal Year 2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Public Safety										
Police:										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol units	6	6	6	6	6	6	6	6	6	6
Fire stations	2	2	2	2	2	2	2	2	2	2
Highways and streets										
Streets (miles)	154.50	159.85	159.85	159.85	167.80	168.00	168.00	168.00	168.00	176.28
Streetlights	448	461	504	552	603	603	626	626	631	659
Culture and recreation										
Parks acreage	565	565	565	565	565	565	565	565	565	565
Parks *	35	35	35	35	35	35	35	35	35	35
Tennis courts	16	16	16	16	16	16	16	12	12	10
Water										
Water mains (miles)	55	55	55	55	87	87	87	87	89	90
Fire hydrants	562	562	562	562	1,000	1,000	1,000	1,000	1,020	1,030
Maximum daily capacity **	5,100,000	5,100,000	5,100,000	5,100,000	5,100,000	5,100,000	5,100,000	5,100,000	5,100,000	5,256,000
Sewer										
Sanitary sewers (miles)	38	38	38	38	48	48	48	48	63	63
Storm sewers (miles)	15	15	15	15	15	15	15	15	15	15

Source: Various City departments

Note: Indicators are not available for the general city functions.
* The city has 35 total parks with 29 receiving some form of maintenance
** Maximum water city is able to produce in 12 hour period

Management Report

for

City of Ramsey, Minnesota

December 31, 2012

MMKR
CERTIFIED PUBLIC ACCOUNTANTS

PRINCIPALS
Thomas M. Montague, CPA
Thomas A. Karnowski, CPA
Paul A. Radosevich, CPA
William J. Lauer, CPA
James H. Eichten, CPA
Aaron J. Nielsen, CPA
Victoria L. Holinka, CPA

To the City Council and Management
City of Ramsey, Minnesota

We have prepared this management report in conjunction with our audit of the City of Ramsey, Minnesota's (the City) financial statements for the year ended December 31, 2012. The purpose of this report is to provide comments resulting from our audit process and to communicate information relevant to city finances in Minnesota. We have organized this report into the following sections:

- Audit Summary
- Funding Cities in Minnesota
- Governmental Funds Overview
- Enterprise Funds Overview
- Government-Wide Financial Statements
- Accounting and Auditing Updates

We would be pleased to further discuss any of the information contained in this report or any other concerns that you would like us to address. We would also like to express our thanks for the courtesy and assistance extended to us during the course of our audit.

The purpose of this report is solely to provide those charged with governance of the City, management, and those who have responsibility for oversight of the financial reporting process comments resulting from our audit process and information relevant to city finances in Minnesota. Accordingly, this report is not suitable for any other purpose.

Malloy, Montague, Karnowski, Radosevich, & Co., P.A.

Minneapolis, Minnesota
June 10, 2013

AUDIT SUMMARY

The following is a summary of our audit work, key conclusions, and other information that we consider important or that is required to be communicated to the City Council, administration, or those charged with governance of the City.

OUR RESPONSIBILITY UNDER AUDITING STANDARDS GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA, *GOVERNMENT AUDITING STANDARDS*, AND THE U.S. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULAR A-133

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended December 31, 2012. Professional standards require that we provide you with information about our responsibilities under auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and OMB Circular A-133, as well as certain information related to the planned scope and timing of our audit. We have communicated such information to you verbally and in our audit engagement letter. Professional standards also require that we communicate the following information related to our audit.

PLANNED SCOPE AND TIMING OF THE AUDIT

We performed the audit according to the planned scope and timing previously discussed and coordinated in order to obtain sufficient audit evidence and complete an effective audit.

AUDIT OPINION AND FINDINGS

Based on our audit of the City's financial statements for the year ended December 31, 2012:

- We have issued an unqualified opinion on the City's basic financial statements.
- We reported no matters involving the City's internal control over financial reporting that we consider to be material weaknesses.
- The results of our testing disclosed no instances of noncompliance required to be reported under *Government Auditing Standards*.
- We noted that the Schedule of Expenditures of Federal Awards is fairly stated, in all material respects, in relation to the basic financial statements.
- We reported no deficiencies in the internal controls over compliance and its operation that we consider to be material weaknesses in our testing of major federal programs.
- The results of our tests indicate that the City has complied, in all material respects, with the requirements that could have a direct and material effect on each major federal program.
- There was one Minnesota Legal Compliance Finding in the current year. Minnesota Statutes require investments in mutual funds to have a rating in one of the two highest rating categories by at least one nationally recognized statistical ratings organization, and investments in general obligations of state or local government with taxing powers to have a rating of "A" or better. This requirement was not met for two investments at December 31, 2012.

FOLLOW-UP ON PRIOR YEAR FINDINGS AND RECOMMENDATIONS

As a part of our audit of the City's financial statements for the year ended December 31, 2012, we performed procedures to follow-up on the findings and recommendations that resulted from our prior year audit. During our audit for the year ended December 31, 2011, the City had a reportable instance of noncompliance with Minnesota laws and regulations. The City's deposits at December 31, 2011 exceeded federal insurance coverage. Excess deposits must be covered by corporate surety bonds or collateral that has a market value of at least 110 percent of such excess. This was not a finding for the current year.

AUDIT COMMENTS

Land Held for Resale – The City currently holds a material amount of land for resale in the Housing and Redevelopment Special Revenue Fund, which management reports at the lower of cost or net realizable value. City staff has also prepared a schedule comparing the current carrying value of these properties to estimated market values provided by Anoka County to support these values. We recognize the City is working on an ongoing basis to utilize these assets in the best interest of the City. We recommend that the City continue to review these property values and related internal loans on an ongoing basis to ensure a proper reporting of city assets and financial activity between funds is accurately presented.

SIGNIFICANT ACCOUNTING POLICIES

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 of the notes to basic financial statements. For the fiscal year ended December 31, 2012, the City implemented Governmental Accounting Standards Board (GASB) Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*. GASB Statement No. 63 changed how governmental entities present a statement of net position, adding two new basic financial statement elements, and replacing "net assets" with "net position" as the terminology used to describe the difference between the other four elements. The two basic financial statement elements added are "deferred inflows of resources" and "deferred outflows of resources." These new elements are differentiated from assets (deferred outflows of resources) and liabilities (deferred inflows of resources), but have similar effects on net position.

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

ACCOUNTING ESTIMATES AND MANAGEMENT JUDGMENTS

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- **Value of Land Held for Resale** – These assets are stated at the lower of cost or net realizable value based on management's estimates.

- **Depreciation** – Management's estimates of depreciation expense are based on the estimated useful lives of the assets.

- **Net Other Post-Employment Benefit (OPEB) Liabilities** – Actuarial estimates of the net OPEB obligation is based on eligible participants, estimated future health insurance premiums, and estimated retirement dates.

Management expects any differences between estimates and actual amounts of these estimates to be insignificant. We evaluated the key factors and assumptions used to develop these accounting estimates in determining that they are reasonable in relation to the basic financial statements taken as a whole. The financial statement disclosures are neutral, consistent, and clear.

DIFFICULTIES ENCOUNTERED IN PERFORMING THE AUDIT

We encountered no significant difficulties in dealing with management in performing and completing our audit.

CORRECTED AND UNCORRECTED MISSTATEMENTS

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Where applicable, management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management, when applicable, were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

DISAGREEMENTS WITH MANAGEMENT

For purposes of this report, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

MANAGEMENT REPRESENTATIONS

We have requested certain representations from management that are included in the management representation letter dated June 10, 2013.

MANAGEMENT CONSULTATIONS WITH OTHER INDEPENDENT ACCOUNTANTS

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

OTHER AUDIT FINDINGS OR ISSUES

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

OTHER INFORMATION IN DOCUMENTS CONTAINING AUDITED FINANCIAL STATEMENTS

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. Other information, including the introductory section, combining and individual fund statements and schedules, and the statistical section accompanying the basic financial statements are presented for purposes of additional analysis and are not required parts of the basic financial statements.

With respect to the combining and individual fund statements and schedules accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the basic financial statements. We compared and reconciled the combining and individual fund statements and schedules to the underlying accounting records used to prepare the basic financial statements or to the basic financial statements themselves.

With respect to the introductory section and the statistical section accompanying the basic financial statements, our procedures were limited to reading this other information, and in doing so we did not identify any material inconsistencies with the audited financial statements.

LEGISLATION

The 2011 Legislative Session was very long and difficult. It featured a large budget deficit and a very contentious battle between the Democratic Governor and the Republican-led House and Senate; and resulted in numerous vetoes, a special session, and the longest shutdown of non-essential state government services in Minnesota history.

The outlook going into the 2012 Legislative Session was brightened somewhat by positive economic news. The November 2011 financial forecast projected a surplus of $876 million in the state general fund for the biennium ending June 30, 2013, later revised to a surplus of almost $1.2 billion in the February 2012 forecast. This meant that the Legislature would not have to pass a "supplemental budget" to deal with projected shortfalls for the second half of the biennium, as was the case in the previous short session.

The positive feeling was short-lived, however, as the 2012 Legislative Session quickly degenerated into more partisan squabbling. Once again, the Governor exercised his veto power a number of times to block Republican legislative initiatives. The Republican Legislature reacted by introducing several potential amendments to the state constitution, which once passed would be subject to a public vote and could not be vetoed by the Governor. Two potential amendments, addressing voter identification and the legal definition of marriage, made it on the ballot for the November 2012 election and were voted down by the public. In the end, the main accomplishment of the session was a hard-fought compromise on partial public funding for a Vikings stadium.

The 2012 Legislature did pass a state bonding bill, a technical tax bill (after two omnibus tax bills were vetoed), and a few other bills that impacted Minnesota cities. The following is a summary of recent legislative activity affecting the finances of Minnesota cities in 2012 and into the future:

Local Government Aid (LGA) – The state-wide LGA appropriation for fiscal 2012 was $425.2 million. For fiscal 2012, cities received the lesser of their 2010 actual or 2011 certified LGA allocations. For fiscal 2013 and beyond, the state-wide LGA appropriation had been set to increase to $426.4 million; however, the 2012 Legislature made some changes. LGA payments for 2013 are frozen at 2012 levels for cities with a population of 5,000 or more. For cities with populations below 5,000, 2013 LGA will be the greater of their 2012 aid or the amount they would have received for 2013 under existing law. The Legislature also froze the base for calculating the maximum increases and decreases for a city's 2013 and 2014 LGA to their 2012 aid. Beginning in 2015, the previous year's LGA payment will be used to calculate the minimum and maximum increases.

Market Value Homestead Credit (MVHC) – The 2011 Legislature eliminated the MVHC reimbursement program beginning in fiscal 2012. Rather than receiving a property tax credit, qualifying homeowner taxpayers had a portion of the market value of their house excluded from their taxable market value. This new system provides homeowners property tax relief by shifting a portion of their potential tax burden to other property classifications, rather than directly reducing their taxes through a state paid tax credit reimbursement. While this new homestead exclusion is calculated in a similar manner to the repealed MVHC, the actual tax relief to individual homeowner taxpayers varies depending on the makeup of the taxing jurisdictions that levy on their particular property.

Depositories Authorized to Redeposit City Funds – Banks designated as depositories of city funds are authorized to redeposit the funds in another bank, savings and loan, or credit union located within the United States, provide the redeposited funds are fully covered by federal depository insurance (FDIC or NCUA). This law change was enacted to make additional federal depository insurance available to cover municipal deposits in anticipation of the December 31, 2012 sunset of the temporary unlimited coverage for non-interest bearing municipal accounts provisions of the Dodd-Frank Act.

Municipal State Aid (MSA) Eligibility – Three changes were made that protect the MSA of cities dropping below a population of 5,000, which is the eligibility threshold for receiving MSA for street maintenance. Under previous law, if a city that formerly had a population of 5,000 or more fell below a 5,000 population at the 2010 decennial census, it would have been ineligible for MSA beginning in fiscal 2012. The first change enacted allows previously eligible cities falling below 5,000 population at a decennial census to continue to be considered to have a population of 5,000 for purposes of calculating MSA, thereby remaining eligible, until the end of the fourth year of the decade. The second change enacted states that for purposes of calculating MSA, which is based 50 percent on population, a city is deemed to have a population equal to the greater of 5,000 or as otherwise determined by statute. The final change requires that, for 2013 MSA only, the aid be allocated in a manner that backfills the MSA cities lost in 2012 due to population drops.

Contractor Bond Threshold – The threshold at which a municipality is required to obtain contractor performance and payment bonds for public construction contracts was increased from $75,000 to match the current competitive bid law threshold of $100,000.

Municipal Detachment of Parcels – A number of corrections and clarifications were made related to petitions for the detachment of parcels from a municipality. The changes affect petition requirements, the hearing process, and the sharing of associated hearing and mediation costs with the landowners.

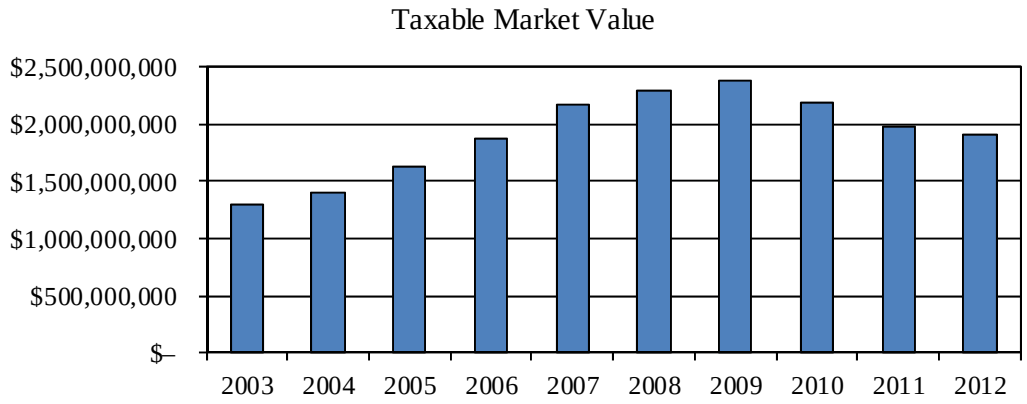
Tort Liability Limits for Cities Contracting With Certain Nonprofits – The liability limit on claims against cities involving nonprofit organizations that are engaged in or administer outdoor recreational activities that are funded or authorized by a municipality were lowered from $1.5 million to $1.0 million.

PROPERTY TAXES

Minnesota cities rely heavily on local property tax levies to support their governmental fund activities. In recent years this dependence has been heightened due to reductions in state aids and fees from new development due to the struggling economy. As a result, many cities have repeatedly been faced with the difficult choice of either reducing services or increasing taxes on their already overburdened constituents.

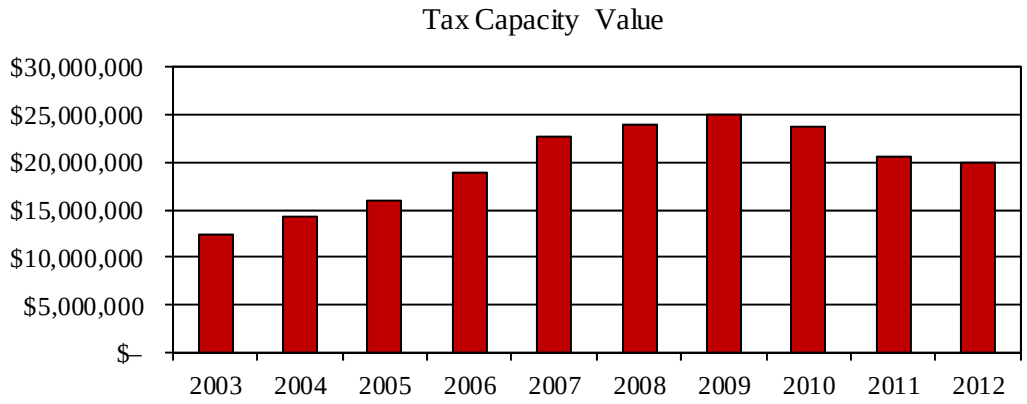
Property values within Minnesota cities experienced average decreases of 5.7 percent and 8.8 percent for taxes payable in 2011 and 2012, respectively, as market values have continued to slide despite recent signs of improvement in other areas of the economy. In comparison, the City's taxable market value decreased 9.6 percent and 3.7 percent for 2011 and 2012, respectively. The market value for taxes payable in 2012 is based on estimated values as of January 1, 2011.

The following graph shows the City's changes in taxable market value over the past 10 years:



Tax capacity is considered the actual base available for taxation. It is calculated by applying the state's property classification system to each property's market value. Each property classification, such as commercial or residential, has a different calculation and uses different rates. Consequently, a city's total tax capacity will change at a different rate than its total market value, as tax capacity is affected by the proportion of the City's tax base that is in each property classification from year-to-year, as well as legislative changes to tax rates. The City's tax capacity decreased 13.4 percent and 3.5 percent for taxes payable in 2011 and 2012, respectively.

The following graph shows the City's change in tax capacities over the past 10 years:



The following table presents the average tax rates applied to city residents for each of the last two levy years, along with comparative state-wide and metro area rates. The general increase in rates reflects both the increased reliance of local governments on property taxes and the recent decline in tax capacities.

Rates expressed as a percentage of net tax capacity

	All Cities State-Wide		Seven-County Metro Area		**City of Ramsey**	
	2011	2012	2011	2012	**2011**	**2012**
Average tax rate						
City	42.5	46.3	40.0	43.4	**39.8**	**44.2**
County	43.7	46.8	42.1	45.0	**40.4**	**41.6**
School	25.2	27.3	26.8	28.5	**26.5**	**26.0**
Special taxing	6.4	6.8	8.1	8.7	**6.2**	**5.8**
Total	117.8	127.2	117.0	125.6	**112.9**	**117.6**

The school tax rate for the City represents an average of Independent School District No. 11, Anoka-Hennepin and Independent School District No. 728, Elk River Area Schools.

As presented in the table above the average tax rates for the City and other taxing authorities are similar to the state-wide and metro area averages. In total the City of Ramsey is below both averages for both the current year and prior year presented.

GOVERNMENTAL FUNDS OVERVIEW

This section of the report provides an overview of the financial trends and activities of the City's governmental funds, which includes the General Fund, special revenue, debt service, and capital project funds. These funds are used to account for the basic services the City provides to all of its citizens, which are financed primarily with property taxes. The governmental fund information in the City's financial statements focuses on budgetary compliance, and the sufficiency of each governmental fund's current assets to finance its current liabilities.

GOVERNMENTAL FUND BALANCES

The following table summarizes the changes in the fund balances of the City's governmental funds during the year ended December 31, 2012, presented both by fund balance classification and by fund:

Governmental Fund Changes in Fund Balance

	Fund Balance as of December 31,		Increase (Decrease)
	2012	2011	
Fund balances of governmental funds			
Total by classification			
Nonspendable	$ 4,042	$ 10,233	$ (6,191)
Restricted	17,606,291	25,032,219	(7,425,928)
Committed	946,312	819,839	126,473
Assigned	10,104,800	10,677,369	(572,569)
Unassigned	6,122,130	5,400,602	721,528
Total – governmental funds	$ 34,783,575	$ 41,940,262	$ (7,156,687)
Total by fund			
Major funds			
General	$ 6,725,283	$ 6,388,632	$ 336,651
Special revenue funds			
Tax Increment	1,146,330	8,816,253	(7,669,923)
Housing and Redevelopment Authority	8,259,754	8,335,507	(75,753)
Debt Service Fund			
2012A/2005A G.O. Improvement Bond Refund	959,891	2,155,461	(1,195,570)
Capital Project Fund			
Public Improvement Revolving	2,237,526	1,829,367	408,159
Landfill	2,135,357	3,099,101	(963,744)
Equipment Revolving	1,780,818	3,276,236	(1,495,418)
Public Improvement Revolving The COR	(103,504)	(256,024)	152,520
Armstrong/Bunker Street Improvement	–	260,269	(260,269)
Sunwood Drive Realignment	1,074,576	(33,220)	1,107,796
Nonmajor funds	10,567,544	8,068,680	2,498,864
Total – governmental funds	$ 34,783,575	$ 41,940,262	$ (7,156,687)

As reflected in the table above total governmental fund balance decreased by $7,156,687. The decrease reflects the approved use of restricted resources of the Tax Increment Special Revenue Fund primarily within Tax Increment District 14, The COR (Center of Ramsey) Development Project.

GOVERNMENTAL FUNDS REVENUE

The following table presents the per capita revenue of the City's governmental funds for the past three years, along with state-wide averages.

We have included the most recent comparative state-wide averages available from the Office of the State Auditor to provide a benchmark for interpreting the City's data. The amounts received from the typical major sources of governmental fund revenue will naturally vary between cities based on factors such as the City's stage of development, location, size and density of its population, property values, services it provides, and other attributes. It will also differ from year-to-year due to the effect of inflation and changes in the City's operation. Also, certain data on these tables may be classified differently than how they appear on the City's financial statements in order to be more comparable to the state-wide information, particularly in separating capital expenditures from current expenditures.

We have designed this section of our management report using per capita data in order to better identify unique or unusual trends and activities of your city. We intend for this type of comparative and trend information to complement, rather than duplicate, information in the Management's Discussion and Analysis. An inherent difficulty in presenting per capita information is the accuracy of the population count, which for most years is based on estimates.

Governmental Funds Revenue per Capita
With State-Wide Averages by Population Class

	State-Wide			**City of Ramsey**		
Year	December 31, 2011			**2010**	**2011**	**2012**
Population	2,500–10,000	10,000–20,000	20,000–100,000	**23,668**	**23,702**	**23,835**
Property taxes	$ 390	$ 363	$ 406	**$ 361**	**$ 341**	**$ 371**
Tax increments	40	48	51	**153**	**153**	**113**
Franchise and other taxes	27	36	30	**–**	**–**	**–**
Special assessments	70	56	56	**21**	**23**	**18**
Licenses and permits	23	21	31	**17**	**16**	**22**
Intergovernmental revenues	283	263	152	**86**	**133**	**157**
Charges for services	95	79	78	**56**	**64**	**71**
Other	65	75	65	**93**	**74**	**103**
Total revenue	$ 993	$ 941	$ 869	**$ 787**	**$ 804**	**$ 855**

Total revenues for the City's governmental funds for 2012, were $20,387,885, an increase of $1.4 million (7.1 percent) from the prior year. On a per capita basis, the City's governmental funds revenue for 2012 was $855, an increase of $51 from the prior year. The increase in property taxes per capita of $30 was primarily due to an increase in the approved levy. Intergovernmental revenue increased $24 per capita due to receiving reimbursement from Anoka County Highway Department for the county's portion of the Sunwood Drive construction project. Other local services revenue per capita increased $29 per capita, which includes fines and forfeits, investment earnings, and other miscellaneous revenue sources. The increase was offset by decreases in tax increment revenues of $40 per capita, due to the decertification of a tax increment financing district at the end of the prior year.

GOVERNMENTAL FUNDS EXPENDITURES

The expenditures of governmental funds will also vary from state-wide averages and from year-to-year, based on the City's circumstances. Expenditures are classified into three types as follows:

- **Current** – These are typically the general operating type expenditures occurring on an annual basis, and are primarily funded by general sources such as taxes and intergovernmental revenues.
- **Capital Outlay and Construction** – These expenditures do not occur on a consistent basis, more typically fluctuating significantly from year-to-year. Many of these expenditures are project-oriented, which are often funded by specific sources that have benefited from the expenditure, such as special assessment improvement projects.
- **Debt Service** – Although the expenditures for debt service may be relatively consistent over the term of the respective debt, the funding source is the important factor. Some debt may be repaid through specific sources such as special assessments or redevelopment funding, while other debt may be repaid with general property taxes.

The City's expenditures per capita of its governmental funds for the past three years, together with state-wide averages, are presented in the following table:

Governmental Funds Expenditures per Capita
With State-Wide Averages by Population Class

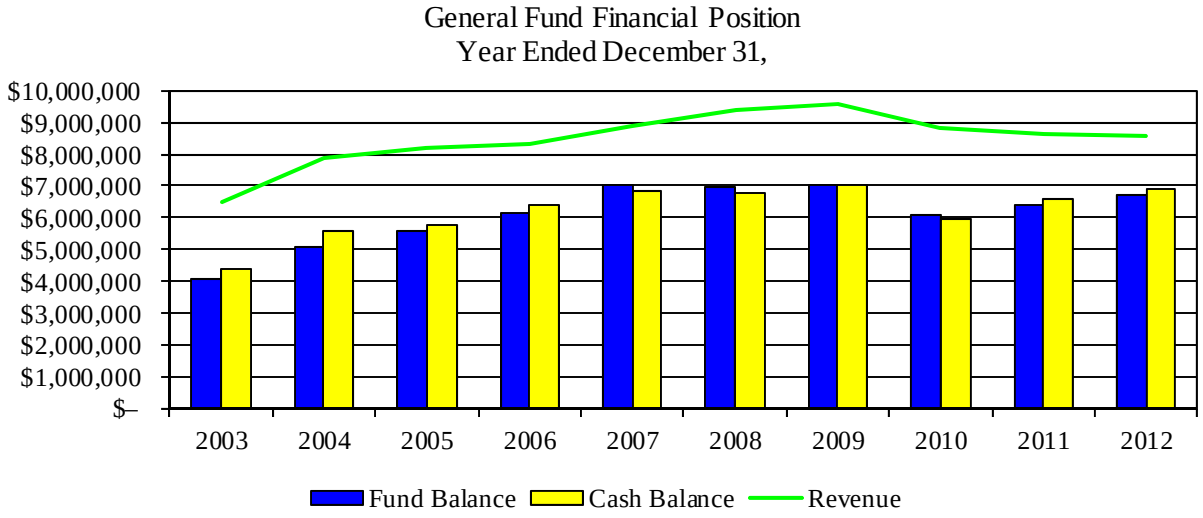
	State-Wide			**City of Ramsey**		
Year	December 31, 2011			**2010**	**2011**	**2012**
Population	2,500–10,000	10,000–20,000	20,000–100,000	**23,668**	**23,702**	**23,835**
Current						
General government	$ 126	$ 99	$ 82	**$ 181**	**$ 205**	**$ 767**
Public safety	231	225	238	**160**	**164**	**162**
Street maintenance and lighting	114	108	89	**116**	**209**	**184**
Parks and recreation	79	96	87	**35**	**36**	**35**
All other	74	81	82	**–**	**–**	**–**
	$ 624	$ 609	$ 578	**$ 492**	**$ 614**	**$ 1,148**
Capital outlay and construction	$ 258	$ 272	$ 233	**$ 268**	**$ 278**	**$ 141**
Debt service						
Principal	$ 186	$ 148	$ 109	**$ 94**	**$ 76**	**$ 62**
Interest and fiscal	60	48	41	**56**	**52**	**112**
	$ 246	$ 196	$ 150	**$ 150**	**$ 128**	**$ 174**

The City has historically and consistently used limited expenditure functions for financial statement reporting purposes. As the City has grown and increased spending for community development and other areas, we encourage the City to review the format and level of functional detail presented in future comprehensive annual financial reports. We believe this will enhance comparisons to state-wide averages and improve financial statement transparency, identifying changes from year-to-year.

Total expenditures in the City's governmental funds for 2012 were $34,916,380, an increase of $10,759,967, (44.5 percent) from the prior year. On a per capita basis, the City expended a total of $1,463 in 2012. Current expenditures increased $534 per capita from last year. This increase was primarily for approved expenditures incurred within Tax Increment District 14, for The COR (Center of Ramsey) Development project as mentioned earlier for the decrease in governmental fund balance. Capital outlay expenditures for 2012 were $137 less per capita than the prior year due to fewer city street construction expenditures. Debt service expenditures for 2012 were $46 per capita higher than the prior year as scheduled, with two bonds issued in the current year and schedule debt payments, including current refunding payments made to escrow.

GENERAL FUND

The City's General Fund accounts for the financial activity of the basic services provided to the community. The primary services included within this fund are the administration of the municipal operation, police and fire protection, building inspection, streets and highway maintenance, and culture and recreation. The following graph displays the City's General Fund trends of financial position and changes in the volume of financial activity. Fund balance and cash balance are typically used as indicators of financial health or equity, while annual revenue is often used to measure the size of the operation.



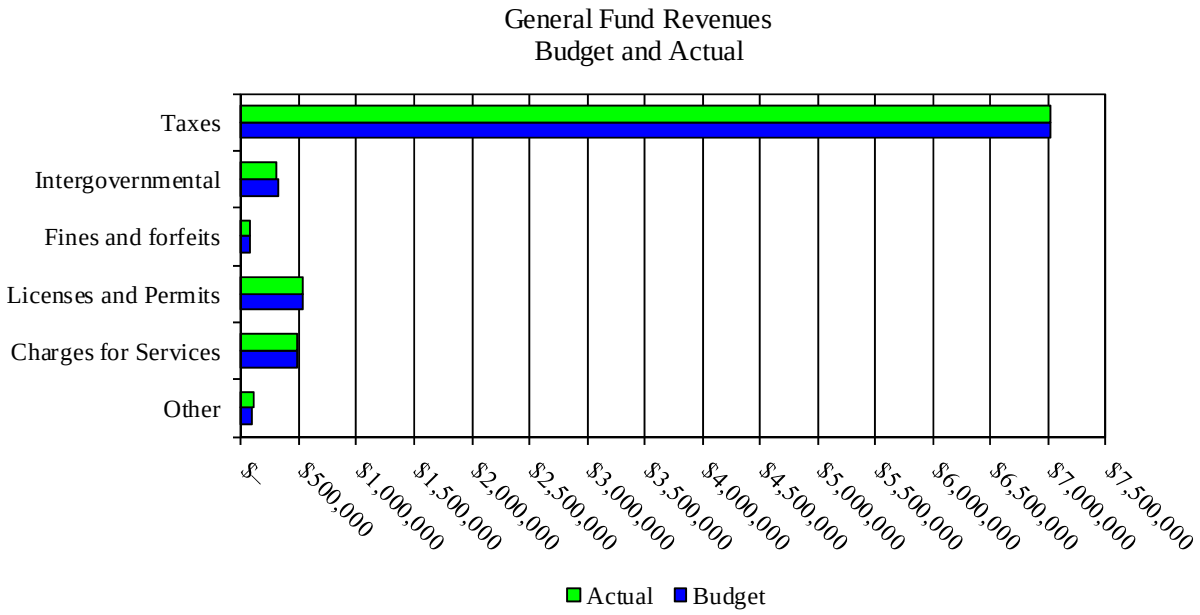
The City's General Fund cash and investments balance (net of interfund borrowing) at December 31, 2012 was $6,910,921, an increase of $310,335 from the previous year. Total fund balance at year-end was $6,725,283, an increase of $336,651 from the prior year.

The stability of the General Fund's financial position is greatly attributed to the City's "Fund Balance and Excess Revenue Policy" as well as the general budgeting policies. These policies have allowed the City to provide funding for equipment replacement and recurring capital maintenance programs without disrupting the General Fund's financial position. This is an important factor because a government, like any organization, requires a certain amount of equity to operate. The amount of required equity increases as the size of the operation increases. Increase in the size of the operation is natural, caused by such things as inflation, population growth, desired increases in services, and—something which has impacted cities significantly in recent years—mandated increases in services and administrative requirements.

The graph above shows the rapid yet steady growth in fund equity, absent of significant year-to-year fluctuations through 2009. This indicates a stable operation with effective financial controls. The decrease in 2010 cash and fund balance is largely due to the City's change in its fund balance policy, which was amended to require 50 percent of the following years' adopted budgeted expenditures. Prior to 2010, this requirement was at 60 percent. The City transferred the amount above, the 50 percent required, in accordance with the fund balance policy, thereby decreasing the ending balance when compared to the previous year.

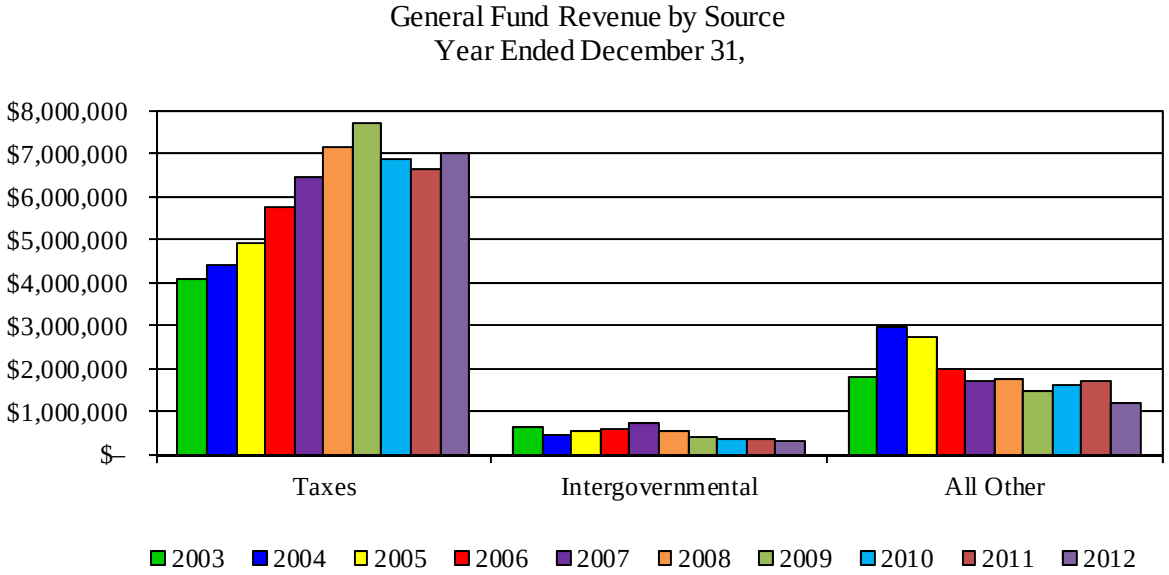
Generally, a healthy financial position allows the City to avoid volatility in tax rates; helps minimize the impact of state funding changes; allows for the adequate and consistent funding of services, repairs, and unexpected costs; and can be a factor in determining the City's bond rating and resulting interest costs.

The following graph reflects the City's General Fund revenues, budget and actual, for 2012:



Total General Fund revenues for 2012 were $8,544,434, a decrease of $111,446 (1.3 percent) from the previous year and $4,526 more than budget. Actual results were very close to final projections as reflected in the graph above.

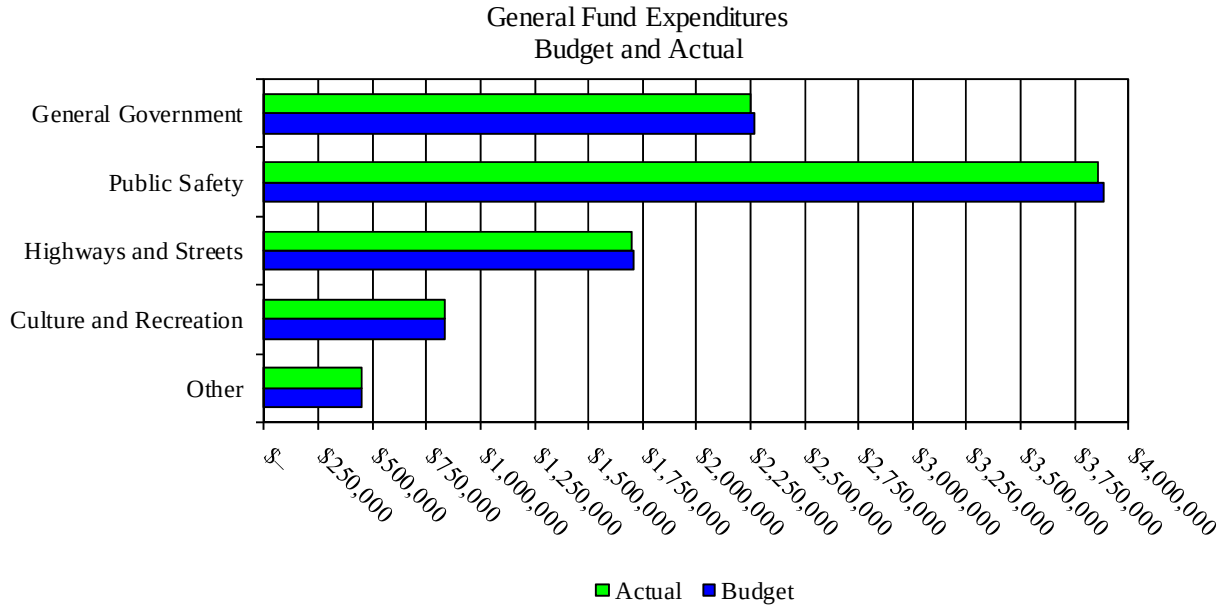
The following graph presents the City's General Fund revenues by source for the last 10 years:



The trend of increased reliance on tax revenue and decreasing intergovernmental (primarily state revenue) is typical to Minnesota cities. As presented in the graph above, property taxes account for 82 percent of General Fund revenues. The City has received a significant amount of other revenue in the form of licenses, permits, and charges for services relating to new development in past years, but as displayed in the graph above, these sources have declined and leveled off with the slowing economy.

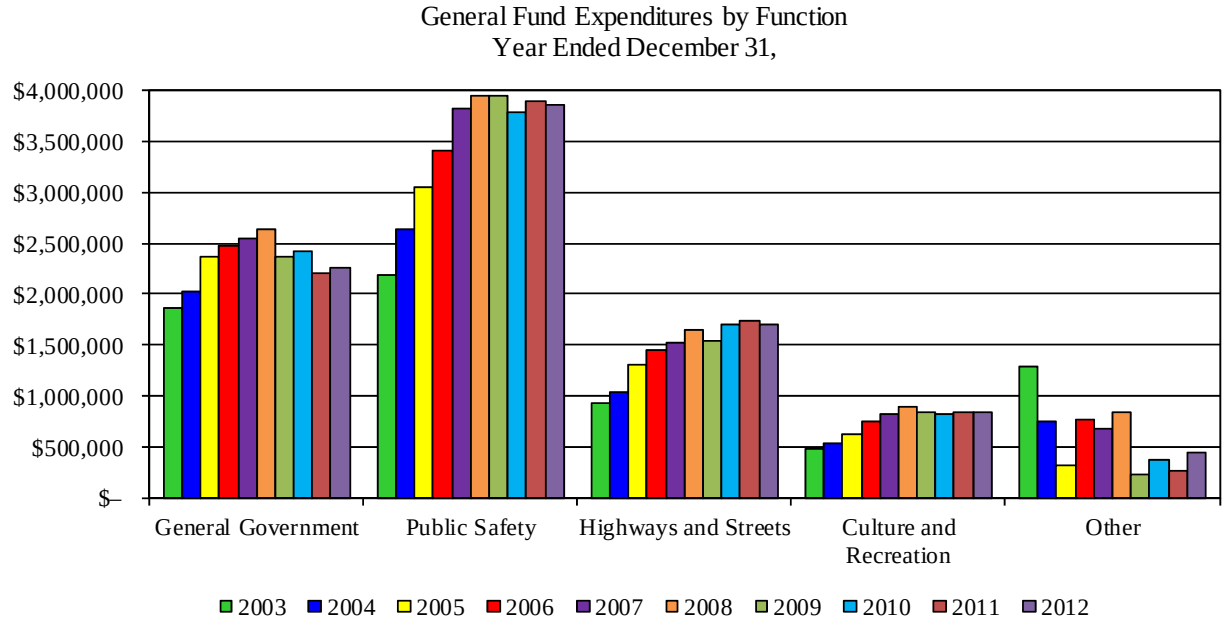
During 2012, tax sources reflect an increase of $398,951 while the decrease in the other category was primarily due to reduced charges for services of $556,183. Property tax revenue increased $284,683, due to the elimination of MVHC aid subtraction.

The following graph reflects the City's General Fund expenditures, budget and actual, for 2012:



General Fund expenditures totaled $9,098,542 in 2012, an increase of $157,311 (or 1.8 percent) from the prior year, and were $40,820 (or 0.4 percent) under the final budget. During the year, the City amended the final expenditure budget for open positions that were not filled during the year and for department efforts to control costs. Actual expenditures were also close to final amounts approved in the budget.

The following graph shows General Fund expenditures for the last 10 years:



The graph shows that the largest share of General Fund expenditures is for public safety, while general government expenditures make up the second largest expenditure category. As the graph displays, expenditures decreased in all categories presented above, with the exception of general government, which increased $54,570, and other, which increased $186,262. The increase in other expenditures includes additional capital outlay of $209,667 over the prior fiscal year.

ENTERPRISE FUNDS OVERVIEW

The City maintains a number of enterprise funds to account for services the City provides that are financed primarily through fees charged to those utilizing the service. This section of the report provides you with an overview of the financial trends and activities of the City's enterprise funds, which includes the Water Utility, Sewer Utility, Street Light Utility, Recycling Utility, and Storm Water Utility Funds.

The utility funds comprise a considerable portion of the City's activities. These funds significantly help to defray overhead and administrative costs and provide additional support to general government operations by way of annual transfers. We understand that the City is proactive in reviewing these activities on an ongoing basis and we want to reiterate the importance of continually monitoring these operations. Over the years, we have emphasized to our city clients the importance of these utility operations being self-sustaining, preventing additional burdens on general government funds. This would include the accumulation of net assets for future capital improvements and to provide a cushion in the event of a negative trend in operations.

ENTERPRISE FUNDS FINANCIAL POSITION

The following table summarizes the changes in the financial position of the City's enterprise funds during the year ended December 31, 2012, presented both by classification and by fund:

Enterprise Funds Change in Financial Position

	Net Position as of December 31, 2012	Net Position as of December 31, 2011	Increase (Decrease)
Net position of enterprise funds			
Total by classification			
Net investment in capital assets	$ 50,843,868	$ 51,748,092	$ (904,224)
Unrestricted	27,486,732	23,764,060	3,722,672
Total – enterprise funds	$ 78,330,600	$ 75,512,152	$ 2,818,448
Total by fund			
Water Utility	$ 39,262,115	$ 37,201,244	$ 2,060,871
Sewer Utility	26,660,606	26,100,811	559,795
Street Light Utility	1,673,212	1,654,098	19,114
Recycling Utility	271,232	233,916	37,316
Storm Water Utility	10,463,435	10,322,083	141,352
Total – enterprise funds	$ 78,330,600	$ 75,512,152	$ 2,818,448

In total, the net position of the City's enterprise funds increased by $2,818,448 during the year ended December 31, 2012. Increases for contributions and positive operating results contributed to the overall increase. Depreciation expense on capital assets in excess of current year additions reduced the overall net investment in capital assets in enterprise fund operations.

The following table presents five years of comparative operating results for each of the City's utility enterprise funds:

	2008	2009	2010	2011	2012
Utility enterprise funds					
Water					
Operating revenue	$ 1,539,665	$ 1,693,581	$ 1,633,461	$ 1,821,386	$ 2,131,460
Operating expenses	1,247,248	1,291,952	1,295,721	1,358,050	1,228,012
Operating income	$ 292,417	$ 401,629	$ 337,740	$ 463,336	$ 903,448
Operating income as a % of operating revenue	19.0 %	23.7 %	20.7 %	25.4 %	42.4 %
Sewer					
Operating revenue	$ 1,208,843	$ 1,214,953	$ 1,261,609	$ 1,236,771	$ 1,324,342
Operating expenses	883,214	1,076,451	1,101,554	1,149,318	1,152,760
Operating income	$ 325,629	$ 138,502	$ 160,055	$ 87,453	$ 171,582
Operating income as a % of operating revenue	26.9 %	11.4 %	12.7 %	7.1 %	13.0 %
Street Light					
Operating revenue	$ 183,560	$ 172,897	$ 179,272	$ 178,850	$ 179,124
Operating expenses	123,839	148,140	158,369	163,758	165,651
Operating income	$ 59,721	$ 24,757	$ 20,903	$ 15,092	$ 13,473
Operating income as a % of operating revenue	32.5 %	14.3 %	11.7 %	8.4 %	7.5 %
Recycling					
Operating revenue	$ 332,682	$ 284,515	$ 294,617	$ 297,226	$ 296,358
Operating expenses	300,755	298,631	307,662	302,947	302,936
Operating income (loss)	$ 31,927	$ (14,116)	$ (13,045)	$ (5,721)	$ (6,578)
Operating income as a % of operating revenue	9.6 %	(5.0) %	(4.4) %	(1.9) %	(2.2) %
Storm Water					
Operating revenue	$ 566,506	$ 578,666	$ 617,598	$ 617,579	$ 647,169
Operating expenses	300,444	358,522	350,521	410,666	496,309
Operating income	$ 266,062	$ 220,144	$ 267,077	$ 206,913	$ 150,860
Operating income as a % of operating revenue	47.0 %	38.0 %	43.2 %	33.5 %	23.3 %

As displayed in the table above, each of the individual enterprise funds was able to report positive operating results for the year ended December 31, 2012, with the exception of the recycling fund. This loss was covered by the County Recycling Grant which typically subsidizes these operations.

The most significant change in operating income results compared to prior year occurred in the Water Utility Fund. The increase in Water Utility Fund operating revenue is a combination of a 2 percent rate increase along with an increase in usage as a result of the dry watering season.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

In addition to fund-based information, the current reporting model for governmental entities also requires the inclusion of two government-wide financial statements designed to present a clear picture of the City as a single, unified entity. These government-wide financial statements provide information on the total cost of delivering services, including capital assets and long-term liabilities.

STATEMENT OF NET POSITION

The Statement of Net Position essentially tells you what your city owns and owes at a given point in time, the last day of the fiscal year. Theoretically, net position represents the resources the City has leftover to use for providing services after its debts are settled. However, those resources are not always in spendable form, or there may be restrictions on how some of those resources can be used. Therefore, net position is divided into three components: net investment in capital assets, restricted, and unrestricted.

The following table presents the components of City's net position as of December 31, 2012 and 2011 for governmental activities and business-type activities:

	As of December 31,		Increase
	2012	2011	(Decrease)
Net position			
Governmental activities			
Net investment in capital assets	$ 41,998,822	$ 39,794,321	$ 2,204,501
Restricted	14,632,006	22,103,948	(7,471,942)
Unrestricted	7,298,825	14,433,838	(7,135,013)
Total governmental activities	63,929,653	76,332,107	(12,402,454)
Business-type activities			
Net investment in capital assets	50,843,868	51,748,092	(904,224)
Unrestricted	27,486,732	23,764,060	3,722,672
Total business-type activities	78,330,600	75,512,152	2,818,448
Total net position	$ 142,260,253	$ 151,844,259	$ (9,584,006)

The decrease in the restricted net position of governmental activities is consistent with our earlier discussion of the City's approved expenditures within tax increment district 14 for The COR (Center Of Ramsey) development project. The decrease in the unrestricted net position was also for development costs within The COR, financed with tax increment financing bonds. The increase in the net investment in capital assets for governmental activities reflects the City's continued investment in capital asset infrastructure.

The change in the net position for business-type activities is consistent with our earlier discussion for the utility operations which are presented under the same full accrual basis of accounting.

STATEMENT OF ACTIVITIES

The Statement of Activities tracks the City's yearly revenues and expenses, as well as any other transactions that increase or reduce total net positions. These amounts represent the full cost of providing services. The Statement of Activities provides a more comprehensive measure than just the amount of cash that changed hands, as reflected in the fund-based financial statements. This statement includes the cost of supplies used, depreciation of long-lived capital assets, and other accrual-based expenses.

The following table presents the change in the net position of the City for the years ended December 31, 2012 and 2011:

	2012			2011
	Expenses	Program Revenues	Net Change	Net Change
Net (expense) revenue				
Governmental activities				
General government	$ 18,976,842	$ 3,993,400	$ (14,983,442)	$ (4,533,124)
Public safety	4,218,066	1,422,763	(2,795,303)	(3,166,148)
Highways and streets	5,659,428	2,095,402	(3,564,026)	(1,875,242)
Culture and recreation	1,216,583	667,197	(549,386)	(1,223,948)
Interest and fiscal charges	2,555,567	–	(2,555,567)	(1,302,228)
Business-type activities				
Water utility	1,228,012	3,152,893	1,924,881	546,685
Sewer utility	1,152,760	1,625,013	472,253	92,453
Street light utility	165,651	179,124	13,473	15,092
Recycling utility	302,936	346,523	43,587	44,558
Storm water utility	496,309	647,169	150,860	206,913
Total net (expense) revenue	$ 35,972,154	$ 14,129,484	(21,842,670)	(11,194,989)
General revenues				
Property taxes			11,454,519	11,671,760
General grants and contributions			9,175	120,932
Investment earnings			794,970	1,364,014
Sale of capital assets			–	14,716
Total general revenues			12,258,664	13,171,422
Change in net position			$ (9,584,006)	$ 1,976,433

One of the goals of this statement is to provide a side-by-side comparison to illustrate the difference in the way the City's governmental and business-type operations are financed. The City's governmental operations tend to rely more heavily on general revenues, such as property taxes and unrestricted grants. In contrast, the City's business-type activities tend to rely more heavily on program revenues like charges for services (sales) and program specific grants to cover expenses. This is critical given the current external downward pressures on general revenue sources such as taxes and state aids.

ACCOUNTING AND AUDITING UPDATES

GASB STATEMENT NO. 61 – THE FINANCIAL REPORTING ENTITY: OMNIBUS

This statement amends the current guidance in GASB Statement No. 14, *The Financial Reporting Entity*, for identifying and presenting component units. Potential component units that meet the fiscal dependency criterion for inclusion in the financial reporting entity under existing guidance will only be included if there is also "financial interdependency" (an ongoing relationship of potential financial benefit or burden) with the primary government. This statement also clarifies the types of relationships that are considered to meet the "misleading to exclude" criterion for inclusion as a component unit; changes the criteria for blending component units; gives direction for the determination and disclosure of major component units; and adds a requirement to report an explicit, measurable equity interest in a discretely presented component unit in a statement of position prepared using the economic resources measurement focus. The requirements of this statement must be implemented for periods beginning after June 15, 2012, with earlier implementation encouraged.

GASB STATEMENT NO. 65 – ITEMS PREVIOUSLY REPORTED AS ASSETS AND LIABILITIES

This statement establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items previously reported as assets and liabilities; and recognizes, as outflows or inflows of resources, certain items previously reported as assets and liabilities. This statement also provides financial reporting guidance related to the impact of the financial statement elements deferred outflows of resources and deferred inflows of resources, such as changes in the determination of the major fund calculations and limiting the use of the term *deferred* in financial statement presentations. The provisions of this statement are effective for financial statements for periods beginning after December 15, 2012. Earlier application is encouraged.

GASB STATEMENT NO. 67 – FINANCIAL REPORTING FOR PENSION PLANS – AN AMENDMENT OF GASB STATEMENT NOS. 25 AND 50

The primary objective of this statement is to improve financial reporting by state and local government pension plans. GASB Statement No. 67 replaces the requirements of GASB Statement Nos. 25 and 50 for pension plans that are administered through trusts or equivalent arrangements that meet the following criteria: contributions from employers and nonemployer contributing entities to the pension plan and earnings on those contributions are irrevocable; pension plan assets are dedicated to providing pensions to plan members in accordance with the benefit terms; and pension plan assets are legally protected from the creditors of employers, nonemployer contributing entities, and the pension plan administrator. If the plan is a defined benefit pension plan, plan assets also are legally protected from creditors of the plan members. The requirements of GASB Statement Nos. 25 and 50 remain applicable to pension plans that are not administered through trusts covered by the scope of this statement and to defined contribution plans that provide post-employment benefits other than pensions. The statement makes a number of changes in the financial statement presentation, measurement, and required disclosures relating to the reporting of these types of pension plans. This statement is effective for financial statements for fiscal years beginning after June 15, 2013. Earlier application is encouraged.

GASB STATEMENT NO. 68 – ACCOUNTING AND FINANCIAL REPORTING FOR PENSIONS – AN AMENDMENT OF GASB STATEMENT NOS. 27 AND 50

The primary objective of this statement is to improve accounting and financial reporting by state and local governments for pensions. This statement replaces the requirements of GASB Statement Nos. 27 and 50, as they relate to pensions that are provided through pension plans administered as trusts or equivalent arrangements that meet certain criteria (as described earlier for GASB Statement No. 67). The requirements of GASB Statement Nos. 27 and 50 remain applicable for pensions that are not covered by the scope of this statement.

This statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. In addition, this statement details the recognition and disclosure requirements for employers with liabilities (payables) to a defined benefit pension plan and for employers whose employees are provided with defined contribution pensions. This statement also addresses circumstances in which a nonemployer entity has a legal requirement to make contributions directly to a pension plan. This statement is effective for financial statements for fiscal years beginning after June 15, 2014. Earlier application is encouraged.

Included in this statement are major changes in how employers that participate in cost-sharing pension plans, such as TRA and PERA, account for pension benefit expenses and liabilities. In financial statements prepared using the economic resources measurement focus and accrual basis of accounting (government-wide and proprietary funds), a cost-sharing employer that does not have a special funding situation is required to recognize a liability for its proportionate share of the net pension liability of all employers with benefits provided through the pension plan. A cost-sharing employer is required to recognize pension expense and report deferred outflows of resources and deferred inflows of resources related to pensions for its proportionate share of collective pension expense and collective deferred outflows of resources and deferred inflows of resources related to pensions. In addition, the effects of (1) a change in the employer's proportion of the collective net pension liability and (2) differences during the measurement period between the employer's contributions and its proportionate share of the total of contributions from employers included in the collective net pension liability are required to be determined. These effects are required to be recognized in the employer's pension expense in a systematic and rational manner over a closed period equal to the average of the expected remaining service lives of all active and inactive employees that are provided with pensions through the pension plan.

GASB STATEMENT NO. 69 – GOVERNMENT COMBINATIONS AND DISPOSALS OF GOVERNMENT OPERATIONS

This statement provides accounting and financial reporting guidance, including disclosure requirements, for government combinations and disposals of government operations. Government combinations include mergers, acquisitions, and transfers of operations. Included within the scope of this statement are combinations of governmental entities or combinations of governmental entities, with nongovernmental entities (such as a nonprofit entity) as long as the new or continuing organization is a government. This statement does not apply to combinations in which a government acquires an organization that continues to exist as a separate entity, or acquires an equity interest in an organization that remains legally separate from the acquiring government. A disposal of operations occurs when a government either transfers or sells specific operations. The provisions of this statement are effective for financial statements for periods beginning after December 15, 2013. Earlier application is encouraged.

PROPOSED CHANGES TO REQUIREMENTS FOR FEDERAL GRANTS

The U.S. Office of Management and Budget (OMB) has issued for comment *Proposed OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards*, which proposes broad revisions to OMB Circular A-133 and other key grant reforms. The proposed guidance includes a number of significant changes to the federal Single Audit process, including; an increase in dollar threshold for requiring a Single Audit, changes to the process for determining major programs, a reduction in the percentage of expenditures required to be covered by a Single Audit, revised criteria for determining low-risk auditees, a reduction in the types of compliance requirements to be tested, and an increase in the threshold for reporting questioned costs. The proposed guidance would also consolidate OMB circulars and cost principles; and change certain federal requirements related to indirect costs, time and effort reporting, and grant administration.

CC Regular Session **4. 2.**

Meeting Date: 06/25/2013

By: Diana Lund, Finance

Information

Title:

Receive May 2013 Financial Reports - General Fund and Enterprise Funds

Background:

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

Council Action:

No action Required. Informational only.

Attachments

May 2013 General Fund Financial Report - Budget to Actual

May 2013 Enterprise Funds Financial Reports - Budget to Actual

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/19/2013 03:10 PM

Form Started By: Diana Lund Started On: 06/18/2013 12:29 PM

Final Approval Date: 06/19/2013

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2013 THROUGH PERIOD ENDING: May 31, 2013

GENERAL FUND EXPENDITURES
- BY DEPARTMENT -

Dept	CURRENT YEAR REQUESTED BUDGE	CURRENT YTD GENERAL LEDGER
Admin	1,363,433.00	524,990.93
Com Dev	455,632.00	179,860.38
Contingency	224,539.00	-
Council	124,573.00	85,711.46
Finance	447,108.00	307,949.52
Fire	848,437.00	209,421.55
Legal	126,000.00	29,453.00
Police	3,068,708.00	1,139,409.41
Public Works	3,635,407.00	954,123.47
Grand Total	**10,293,837.00**	**3,430,919.72**

GENERAL FUND EXPENDITURES
- BY CATEGORY -

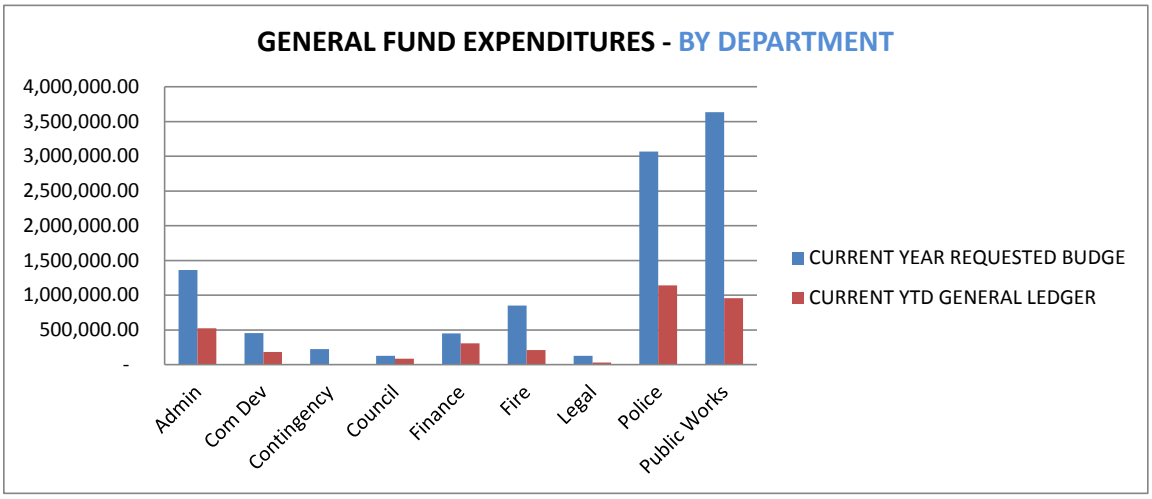
Category	-CURRENT YEAR REQUESTED BUDGET-	-CURRENT YTD GENERAL LEDGER-
Capital Outlay	463,000.00	140,433.37
Debt Service	180,823.00	-
Other Services & Charges	3,065,308.00	641,973.27
Personal Services	5,806,331.00	2,371,367.14
Supplies	778,375.00	277,145.94
Grand Total	**10,293,837.00**	**3,430,919.72**

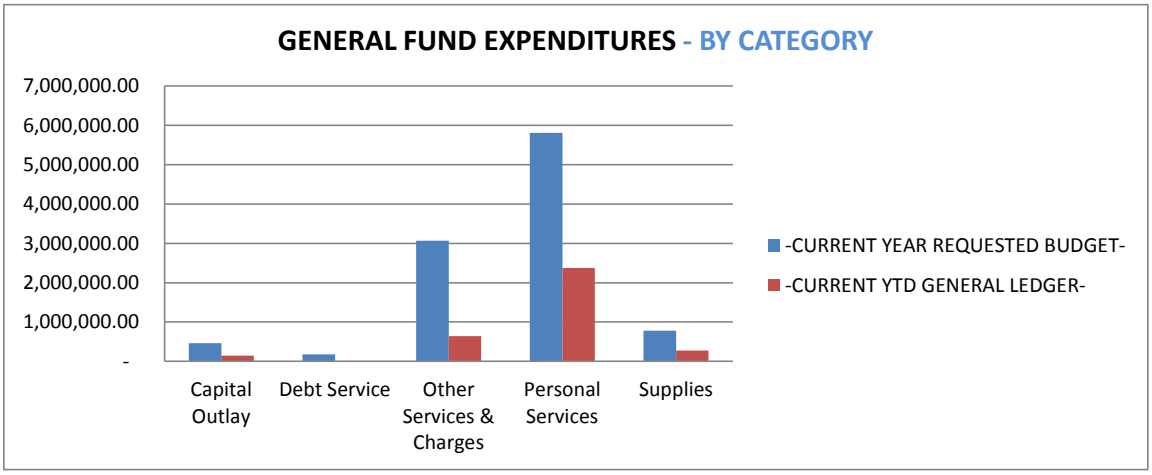
GENERAL FUND REVENUES
- BY CATEGORY -

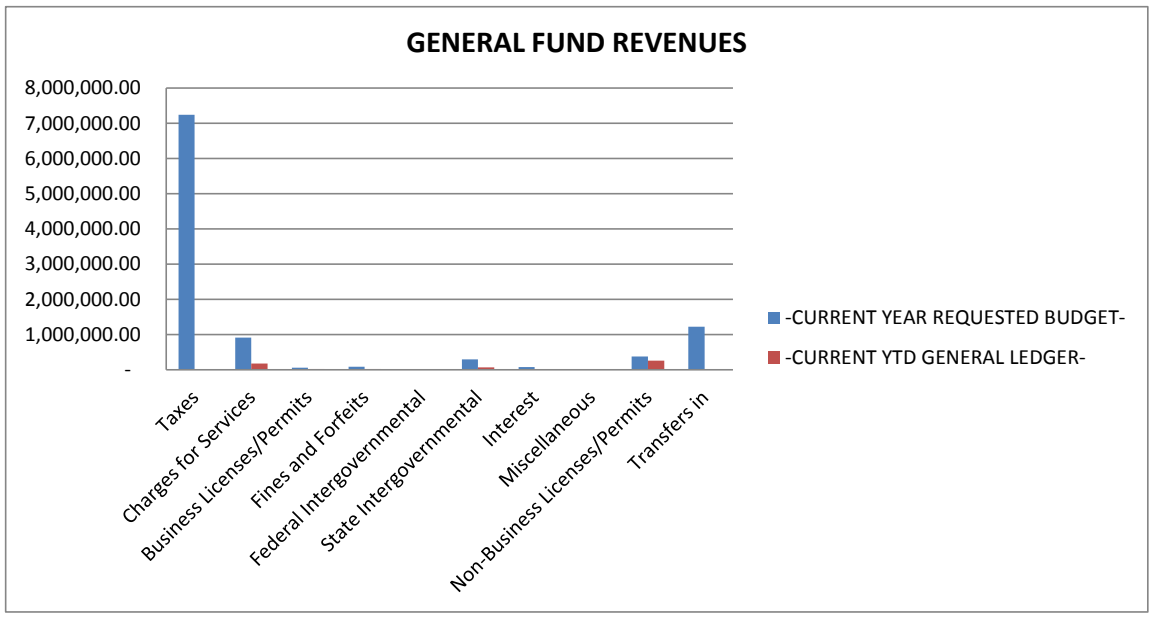
Category	-CURRENT YEAR REQUESTED BUDGET-	-CURRENT YTD GENERAL LEDGER-
Taxes	7,233,829.00	29.30
Charges for Services	915,750.00	183,167.68
Business Licenses/Permits	62,000.00	26,933.61
Fines and Forfeits	89,000.00	27,115.39
Federal Intergovernmental	7,000.00	-
State Intergovernmental	298,300.00	70,000.00
Interest	80,000.00	-
Miscellaneous	10,500.00	5,249.40
Non-Business Licenses/Permits	375,700.00	261,892.02
Transfers in	1,221,758.00	-
Grand Total	**10,293,837.00**	**574,387.40**

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2013 THROUGH PERIOD ENDING: May 31, 2013







PREPARED BY: FINANCE DEPARTMENT

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2013 THROUGH PERIOD ENDING: May 31, 2013

REVENUES

BUSINESS UNIT	9601	WATER UTILITY		
GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
4140	CREDIT CARD PROCESSING FEES	(5,000.00)	(1,318.19)	26.36%
4609	OTHER MISCELLANEOUS REVENUES	61,853.00	1,653.33	2.67%
4651	WATER REVENUE		(2,986.13)	0.00%
4652	WATER SALES - RESIDENTIAL	963,401.00	148,264.60	15.39%
4653	WATER SALES-COMMERCIAL	676,702.00	82,007.10	12.12%
4654	WATER PENALTIES	32,802.00	5,025.48	15.32%
4655	WATER METER INSTALLATION	10,000.00	11,480.00	114.80%
4656	WATER METERS	20,000.00	23,167.00	115.84%
4657	CONNECTION/RECONNECTION FEES	4,000.00	580.00	14.50%
4701	INTEREST ON INVESTMENTS	120,000.00	-	0.00%
4506	PREPAID INTEREST		763.41	0.00%
Grand Total		**1,883,758.00**	**268,636.60**	

EXPENSES

BUSINESS UNIT	9601	WATER UTILITY		
GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
6102	F.T. REGULAR-WAGES & SALARIES	173,233.00	62,527.98	36.09%
6103	FULL TIME-REGULAR-OVERTIME	12,500.00	5,885.92	47.09%
6105	TEMPORARY-WAGES & SALARIES	17,000.00	4,518.00	26.58%
6121	PERA CONTRIBUTIONS	13,069.00	5,476.59	41.91%
6122	FICA/MEDICARE CONTRIBUTIONS	15,677.00	6,085.78	38.82%
6131	GROUP INSURANCE	21,120.00	8,736.60	41.37%
6133	WORKERS COMP INSURANCE PREMIUM	7,436.00	-	0.00%
6208	MISCELLANEOUS OFFICE SUPPLIES	1,000.00	36.57	3.66%
6223	GASOLINE	5,000.00	1,656.98	33.14%
6225	DIESEL FUEL	7,000.00	1,807.39	25.82%
6229	SHOP MATERIALS	750.00	36.48	4.86%
6231	UNIFORMS & TURN-OUT GEAR	1,500.00	693.50	46.23%
6249	MISCELLANEOUS OPERATING SUPPLY	13,000.00	5,902.28	45.40%
6257	OTHER VEHICLE PARTS	2,500.00	749.39	29.98%
6259	BUILDING MAINT/REPAIR SUPPLIES		282.40	0.00%
6273	UTILITY SYSTEM MAINT SUPPLIES	75,000.00	25,317.56	33.76%
6281	SMALL TOOLS & MINOR EQUIPMENT	15,000.00	67.81	0.45%
6292	WATER METERS FOR RESALE	20,000.00	538.13	2.69%
6315	MISCELLANEOUS PROFESSIONAL SER	40,000.00	50.00	0.13%
6322	POSTAGE	2,000.00	144.56	7.23%
6323	CELLULAR PHONES	2,400.00	858.14	35.76%
6335	TRAINING	1,600.00	1,002.18	62.64%
6352	GENERAL NOTICE & PUBLIC INFOR	600.00	-	0.00%
6361	GENERAL LIABILITY/PROPERTY INS	24,000.00	-	0.00%
6371	ELECTRIC UTILITIES	125,000.00	33,392.38	26.71%
6372	WATER/IRRIGATION	800.00	-	0.00%
6373	GAS	4,000.00	1,589.55	39.74%
6374	REFUSE/RECYCLING	600.00	138.44	23.07%
6381	BUILDING & STRUCTURE REPAIR	500.00	1,324.00	264.80%
6415	OTHER EQUIPMENT RENTAL	-	74.75	0.00%
6439	OTHER MISCELLANEOUS	17,000.00	-	0.00%
6451	MEMBERSHIP DUES	800.00	-	0.00%
6489	OTHER CONTRACTED SERVICES	27,000.00	37,955.03	140.57%
6722	DEPRECIATION	654,473.00	-	0.00%
6820	OPERATING TRANSFERS TO OTHER F	35,000.00	-	0.00%
Grand Total		**1,336,558.00**	**206,848.39**	

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2013 THROUGH PERIOD ENDING: **May 31, 2013**

REVENUES

BUSINESS UNIT	9602	SEWER UTILITY		
GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
4140	CREDIT CARD PROCESSING FEES	(4,000.00)	(1,063.52)	26.59%
4356	SEWER AVAILABILITY CHARGE-ADM	1,000.00	974.00	97.40%
4609	OTHER MISCELLANEOUS REVENUES	18,546.00	1,478.31	7.97%
4661	RESIDENTIAL-SEWER CHARGES	925,057.00	239,823.62	25.93%
4662	COMMERCIAL-SEWER CHARGES	311,381.00	78,206.44	25.12%
4663	SEWER PENALTIES	24,729.00	7,268.56	29.39%
4701	INTEREST ON INVESTMENTS	40,000.00	-	0.00%
Grand Total		**1,316,713.00**	**326,687.41**	

EXPENSES

BUSINESS UNIT	9602	SEWER UTILITY		
GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
6102	F.T. REGULAR-WAGES & SALARIES	87,996.00	7,149.01	8.12%
6103	FULL TIME-REGULAR-OVERTIME	2,000.00	219.69	10.98%
6105	TEMPORARY-WAGES & SALARIES	5,500.00	570.00	10.36%
6121	PERA CONTRIBUTIONS	7,830.00	554.32	7.08%
6122	FICA/MEDICARE CONTRIBUTIONS	8,640.00	611.89	7.08%
6133	WORKERS COMP INSURANCE PREMIUM	2,539.00	-	0.00%
6225	DIESEL FUEL	2,500.00	374.03	14.96%
6249	MISCELLANEOUS OPERATING SUPPLY	8,000.00	3,641.03	45.51%
6257	OTHER VEHICLE PARTS		731.26	0.00%
6275	OTHER EQUIPMENT PARTS	2,500.00	-	0.00%
6315	MISCELLANEOUS PROFESSIONAL SER	10,000.00	-	0.00%
6335	TRAINING	1,500.00	300.00	20.00%
6361	GENERAL LIABILITY/PROPERTY INS	9,500.00	-	0.00%
6371	ELECTRIC UTILITIES	9,500.00	3,329.23	35.04%
6373	GAS	2,400.00	829.06	34.54%
6374	REFUSE/RECYCLING	500.00	138.44	27.69%
6377	SEWER SERVICE CHARGE	584,352.00	243,479.95	41.67%
6388	OTHER VEHICLE REPAIR		413.00	0.00%
6489	OTHER CONTRACTED SERVICES	24,000.00	6,289.68	26.21%
6722	DEPRECIATION	512,357.00	-	0.00%
6820	OPERATING TRANSFERS TO OTHER F	29,000.00	-	0.00%
Grand Total		**1,310,614.00**	**268,630.59**	

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

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2013 THROUGH PERIOD ENDING: May 31, 2013

REVENUES

BUSINESS UNIT	9603	STREET LIGHT UTILITY	
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
4140 CREDIT CARD PROCESSING FEES	(500.00)	(185.06)	37.01%
4681 CHARGES FOR STREET LIGHTS	173,000.00	32,735.09	18.92%
4682 ST LIGHT O/M CHARGE	360.00	-	0.00%
4683 STREET LIGHTING PENALTIES	5,400.00	1,203.06	22.28%
4701 INTEREST ON INVESTMENTS	15,000.00	-	0.00%
4684 PRIORITY STREET LIGHT		11,207.22	0.00%
Grand Total	**193,260.00**	**44,960.31**	

EXPENSES

BUSINESS UNIT	9603	STREET LIGHT UTILITY	
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
6371 ELECTRIC UTILITIES	123,000.00	31,067.69	25.26%
6489 OTHER CONTRACTED SERVICES	12,328.00	4,849.82	39.34%
6722 DEPRECIATION	35,012.00	-	0.00%
6820 OPERATING TRANSFERS TO OTHER F	15,000.00	-	0.00%
Grand Total	**185,340.00**	**35,917.51**	

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

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2013 THROUGH PERIOD ENDING: **May 31, 2013**

REVENUES

BUSINESS UNIT	9604	RECYCLING UTILITY	
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
4140 CREDIT CARD PROCESSING FEES	(500.00)	(214.22)	42.84%
4287 OTHER LOCAL GOVERNMENT GRANTS	71,505.00	-	0.00%
4609 OTHER MISCELLANEOUS REVENUES	-	4,212.00	0.00%
4671 RECYCLING CHARGES	287,000.00	72,447.01	25.24%
4672 RECYCLING PENALTIES	8,200.00	1,818.38	22.18%
4701 INTEREST ON INVESTMENTS	200.00	-	0.00%
Grand Total	**366,405.00**	**78,263.17**	

EXPENSES

BUSINESS UNIT	9604	RECYCLING UTILITY	
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
6102 F.T. REGULAR-WAGES & SALARIES	5,343.00	2,295.73	42.97%
6103 FULL TIME-REGULAR-OVERTIME	-	780.68	0.00%
6121 PERA CONTRIBUTIONS	393.00	228.70	58.19%
6122 FICA/MEDICARE CONTRIBUTIONS	423.00	213.78	50.54%
6133 WORKERS COMP INSURANCE PREMIUM	93.00	-	0.00%
6249 MISCELLANEOUS OPERATING SUPPLY	7,000.00	2,182.49	31.18%
6322 POSTAGE	250.00	54.36	21.74%
6489 OTHER CONTRACTED SERVICES	318,000.00	121,725.80	38.28%
6820 OPERATING TRANSFERS TO OTHER F	9,000.00	-	0.00%
Grand Total	**340,502.00**	**127,481.54**	

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

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2013 THROUGH PERIOD ENDING: **May 31, 2013**

REVENUES

BUSINESS UNIT	9605	STORM WATER UTILITY		
GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
4140	CREDIT CARD PROCESSING FEES	(1,000.00)	(268.29)	26.83%
4693	STORM WATER-RESIDENTIAL	321,920.00	82,554.78	25.64%
4694	STORM WATER-COMMERCIAL	329,716.00	84,120.30	25.51%
4695	STORM WATER-PENALTIES	19,549.00	3,401.07	17.40%
4701	INTEREST ON INVESTMENTS	4,000.00	-	0.00%
Grand Total		**674,185.00**	**169,807.86**	

EXPENSES

BUSINESS UNIT	9605	STORM WATER UTILITY		
GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
6102	F.T. REGULAR-WAGES & SALARIES	107,882.00	7,194.63	6.67%
6103	FULL TIME-REGULAR-OVERTIME	-	104.67	0.00%
6121	PERA CONTRIBUTIONS	7,830.00	529.25	6.76%
6122	FICA/MEDICARE CONTRIBUTIONS	8,214.00	512.69	6.24%
6133	WORKERS COMP INSURANCE PREMIUM	2,923.00	-	0.00%
6223	GASOLINE	1,500.00	137.00	9.13%
6225	DIESEL FUEL	1,500.00	840.56	56.04%
6229	SHOP MATERIALS	-	282.42	0.00%
6249	MISCELLANEOUS OPERATING SUPPLY	10,000.00	2,180.33	21.80%
6257	OTHER VEHICLE PARTS	5,000.00	3,618.95	72.38%
6315	MISCELLANEOUS PROFESSIONAL SER	42,000.00	25,581.25	60.91%
6361	GENERAL LIABILITY/PROPERTY INS	6,500.00	-	0.00%
6371	ELECTRIC UTILITIES	2,420.00	962.65	39.78%
6373	GAS	2,000.00	829.06	41.45%
6374	REFUSE/RECYCLING	500.00	138.43	27.69%
6388	OTHER VEHICLE REPAIR	-	110.25	0.00%
6451	MEMBERSHIP DUES	24,689.00	-	0.00%
6489	OTHER CONTRACTED SERVICES	17,200.00	5,034.32	29.27%
6722	DEPRECIATION	242,582.00	-	0.00%
6820	OPERATING TRANSFERS TO OTHER F	24,000.00	-	0.00%
Grand Total		**506,740.00**	**48,056.46**	

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

CC Regular Session **4. 3.**

Meeting Date: 06/25/2013

By: JoAnn Shaw, Community Development

Information

Title:

Note the Following Boards and Commissions Meeting Minutes:

1. Planning Commission Meeting Minutes Dated May 2, 2013
2. Environmental Policy Board Meeting Minutes Dated May 6, 2013
3. Park and Recreation Commission Meeting Minutes Dated May 9, 2013
4. Economic Development Authority Meeting Minutes Dated May 16, 2013

Attachments

05.02.13 Planning

05.06.13 EPB

05.09.13 Park & Rec

05.16.13 EDA

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/19/2013 03:05 PM

Form Started By: JoAnn Shaw Started On: 06/13/2013 10:26 AM

Final Approval Date: 06/19/2013

PLANNING COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey Planning Commission conducted a regular meeting on Thursday, May 2, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Gary Levine Commissioner Randy Bauer Commissioner Ralph Brauer (arrived at 7:02 p.m.) Commissioner Joseph Field Commissioner Matthew Maul Commissioner Cindy Nosan Commissioner Gary VanScoy
Members Absent:	None
Also Present:	Development Services Manager Timothy Gladhill Associate Planner/Environmental Coordinator Chris Anderson

1. CALL TO ORDER

Chairperson Levine called the regular meeting to order at 7:00 p.m.

2. CITIZEN INPUT

None.

3. APPROVAL OF AGENDA

Motion by Commissioner VanScoy, seconded by Commissioner Nosan, to approve the agenda as presented.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners VanScoy, Nosan, Bauer, Field, and Maul. Voting No: None. Absent: Commissioner Brauer.

Note: The agenda was revised following approval of Planning Commission minutes.

4. APPROVE PLANNING COMMISSION MINUTES

4.01: Approve the Following Planning Commission Minutes:

4.01.1: Planning Commission Meeting Minutes Dated April 4, 2013

Motion by Commissioner Bauer, seconded by Commissioner VanScoy, to approve the following minutes as presented: Planning Commission Meeting Minutes dated April 4, 2013.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Bauer, VanScoy, Field, Maul, and Nosan. Voting No: None. Absent: Commissioner Brauer.

Commissioner Brauer arrived at the meeting at 7:02 p.m.

3. APPROVAL OF AGENDA (continued)

Chairperson Levine requested the agenda be amended to consider Item 5.04 prior to Item 5.01.

Motion by Commissioner Field, seconded by Commissioner VanScoy, to revise the agenda as requested.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Field, VanScoy, Bauer, Brauer, Maul, and Nosan. Voting No: None. Absent: None.

5. PUBLIC HEARINGS/COMMISSION BUSINESS

5.04: For Discussion Only: Receive Update on Former Municipal Center Land Use Open House

Presentation

Development Services Manager Gladhill presented the staff report. He explained the City hosted an Open House on April 18, 2013 to discuss potential future land uses for the former municipal center located at 15153 Nowthen Boulevard. It was noted the site would need to be rezoned. He provided a detailed presentation to the Commission on potential uses for the 20-acre site. Two potential land uses were discussed which included a 47 lot single-family development and a data center. He commented the preferred concept after holding the Open House was the single-family residential development as it was most compatible with the surrounding land uses. The pros and cons of each proposal were reviewed with the Commission in detail. A response from the Anoka County Highway Department was discussed. He requested the Commission discuss the concepts and provide comments to Staff.

Commissioner Bauer questioned how many households were able to attend the Open House.

Development Services Manager Gladhill explained that there were approximately 30 residents present at the event and an additional 69 households had signed a petition. He indicated that

there was a snow event on the date of the Open House and a second Open House may be scheduled to gain additional feedback from the public.

Commissioner Bauer commented the primary access point to the former municipal site could greatly impact the adjacent residents if the site were to be developed as single family residential lots.

Development Services Manager Gladhill reviewed the proposed access points as recommended by the Anoka County Highway Department.

Commissioner VanScoy questioned how the traffic would differ between a residential development and the data center. He anticipated that the data center would create less traffic to the neighborhood.

Development Services Manager Gladhill stated the data center would not create a large number of jobs and traffic, but would create a large building adjacent to the residential neighborhood. He estimated the traffic trips per day to the data center would be less than the trips created by the proposed 47 unit single-family residential development.

Commissioner Brauer discussed the history of this property noting a residential development had been considered in the past; however, this was never completed. He commented there has also been discussion of a high school or middle school on this parcel. He noted this was not going to happen due to the fact an elementary school was located across the street. He discussed the valuable infrastructure the City of Ramsey had in place for future technology developments. He expressed frustration with Connexus Energy and their inability to work with the City on the data center. He questioned why the railroad tracks were a concern. He suggested the data center be located in the Town Center.

Development Services Manager Gladhill commented the City would be receiving a second opinion on this matter. He stated the City welcomed a data center somewhere within the community as well.

Commissioner Nosan asked if the data center were built if the current structure on the site would be taken down.

Development Services Manager Gladhill stated this was the case.

Chairperson Levine thanked the Commission for their input this evening and recommended further comments be forwarded to Staff.

5.01: Public Hearing: Request for an Extension of Existing Interim Use Permit for Grading and Mining Activities on Outlot A & B Elmcrest Sanctuary; Case of Oakwood Land Development, Inc.

Public Hearing

Chairperson Levine called the public hearing to order at 7:47 p.m.

Presentation

Associate Planner/Environmental Coordinator Anderson presented the staff report. He explained that Oakwood Land Development, Inc. was granted an Interim Use Permit (IUP) for grading and mining activities on Outlot A and B, Elmcrest Sanctuary in July of 2012. The IUP allowed the applicant to export approximately 60,000 cubic yards of soil from the site to create/expand a wetland for the purposes of a wetland mitigation bank. The IUP was set to expire on August 1, 2013 or six months following approval by the Lower Rum River Watershed Management Organization (LRRWMO). The applicant received permit approval from LRRWMO; however, the applicant was unable to find a qualified contractor and end market for the exported soil.

Associate Planner/Environmental Coordinator Anderson indicated that Forest Lake Contracting has been hired for the work and would be capable of completing the project and finding a home for the exported soil. The applicant has requested an extension to the existing IUP to December 31, 2014 to allow for the completion of the grading and mining activities. He reported all other basic terms of the IUP would remain the same. Staff recommended the Commission approve an extension to the IUP.

Citizen Input

John Peterson, applicant, indicated he had difficulty in finding a contractor willing to remove the soil from the site. He stated Forest Lake Contracting has agreed to complete the work after they find a home for the material. This has taken time, which led to the request for the IUP extension. He noted all truck hauling operations would be conducted around the park use. Mr. Peterson thanked the Commission for considering his request this evening.

Motion by Commissioner Bauer, seconded by Commissioner Field, to close the public hearing.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Bauer, Field, Brauer, Maul, Nosan, and VanScoy. Voting No: None. Absent: None.

Chairperson Levine closed the public hearing closed at 8:01 p.m.

Commission Business

Commissioner VanScoy asked why the applicant was proposing to create a wetland bank.

Mr. Peterson stated the proposed wetland bank would give the City wetland credits with 7.4 acres of new ponding, which would be an asset to the community.

Associate Planner/Environmental Coordinator Anderson explained the site proposed for grading and mining would be challenging to develop due to the existing wetlands.

Commissioner Nosan approved of the proposed grading and mining.

Commissioner Brauer questioned if it would be possible to assure that the project was completed entirely by Forest Lake Contracting in one phase.

Mr. Peterson stated Forest Lake Contracting would be providing him with a bond to assure the work was done in its entirety. This would assure the project was not left half-done.

Commissioner VanScoy inquired if six months was an adequate amount of time to complete the project, once started.

Associate Planner/Environmental Coordinator Anderson stated the extension would allow 18 months to complete the entire project. It was Staff's opinion this was a reasonable amount of time to complete the proposed grading and mining. He commented that once the work begins the applicant would have six months to finish the work.

Mr. Peterson stated if the contractor was not able to find the right combination of projects to take all of the material he may be requesting another extension. He discussed that flexibility within the project was somewhat necessary as he did not know what projects the contractor would find for the soil. He requested he be allowed until December 31, 2014 to complete the project.

Associate Planner/Environmental Coordinator Anderson stated Staff was comfortable with this request noting the six month clause could be eliminated from the IUP.

Development Services Manager Gladhill recommended the drop dead date remain five years from the IUP first being approved. He suggested that if the work does not begin in the next year, that another notification be sent to the surrounding neighbors. He commented the Commission could consider a six month clause, excluding the winter months.

Commissioner Bauer was in favor of having a 12 month completion clause once the hauling begins.

Chairperson Levine indicated the Planning Commission was trying to protect the surrounding properties and City streets to assure that gravel was not going to be hauled from this site "on and off" for the next five years.

Commissioner Brauer stated the applicant does not currently have a plan on how the dirt would be removed and that was what the Commission was looking for.

Development Services Manager Gladhill suggested the terms of the IUP be amended as follows to have the permit expire on December 31, 2018 and upon commencement of activities the

applicant would have 12 months to complete the work. In addition, the City would be added to the contractor's bond and notification would be sent to the surrounding property owners upon commencement of the grading and mining work.

Mr. Peterson supported the recommended amendments.

Motion by Commissioner Bauer, seconded by Commissioner VanScoy, to amend the Interim Use Permit as recommended by Staff.

Further discussion

Commissioner VanScoy requested the permit expire five years from the date the Council approves the IUP.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Bauer, VanScoy, Brauer, Field, Maul, and Nosan. Voting No: None. Absent: None.

Motion by Commissioner VanScoy, seconded by Commissioner Maul, to recommend that City Council adopt Resolution #13-05-068 adopting Findings of Fact relating to the request for an extension of an existing Interim Use Permit.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners VanScoy, Maul, Bauer, Brauer, Field, and Nosan. Voting No: None. Absent: None.

Motion by Commissioner Bauer, seconded by Commissioner Field, to recommend that City Council adopt Resolution #13-05-069 approving the request for an extension of an existing Interim Use Permit with the following amendments to the IUP:

- Permit is extended to May 14, 2018 (five [5] years from the date of City Council approval); and
- Once excavation and hauling activities commence, that work shall be completed within twelve (12) months; and
- The City will be named on the contractor's bond; and
- Applicant would notify the City and surrounding property owners prior to commencing excavation and hauling activities.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Bauer, Field, Brauer, Maul, Nosan, and VanScoy. Voting No: None. Absent: None.

5.02: Public Hearing: Consider Amendments to the Tree Preservation Ordinance.

Public Hearing

Chairperson Levine called the public hearing to order at 8:26 p.m.

Presentation

Associate Planner/Environmental Coordinator Anderson presented the staff report. He commented in 2003 the City adopted a Tree Preservation Ordinance to establish reasonable protection of the community forest during development. The intent of this Ordinance was to guide more sustainable development and encourage preservation of existing trees. He indicated the Environmental Policy Board (EPB) reviewed the Ordinance as recommended by the City Council and identified several revisions that would improve the current Ordinance while incorporating more flexibility for replacement of trees removed during development.

Michael Max, Environmental Policy Board, commented the Board revisited the Ordinance and found several inconsistencies. These areas were clarified to remain consistent with the City Code.

Associate Planner/Environmental Coordinator Anderson discussed the definition of a significant tree within the Ordinance. The other minor revisions and exemptions were reviewed with the Commission in detail. He requested the Commission recommend the City Council adopt an Ordinance amending City Code Article II, Division 5.

Citizen Input

Motion by Commissioner VanScoy, seconded by Commissioner Field, to close the public hearing.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners VanScoy, Field, Bauer, Brauer, Maul, and Nosan. Voting No: None. Absent: None.

Chairperson Levine closed the public hearing closed at 8:34 p.m.

Commission Business

Commissioner Brauer was pleased that the Scenic Rivers Ordinance was taken into consideration with the proposed revisions.

Commissioner Bauer requested further information on the replacement standards within the revised Ordinance.

Associate Planner/Environmental Coordinator Anderson discussed the standards in detail with the Commission. He reiterated that the replacement standards would be calculated over an entire development, and not single lots.

Commissioner Brauer did not find the new requirements to be burdensome.

Commissioner Field understood that the replacement of trees would only be required once a certain tree removal threshold was met.

Associate Planner/Environmental Coordinator Anderson stated this was the case. He stated invasive or diseased trees would be exempt from replacement.

Motion by Commissioner Bauer, seconded by Commissioner Maul, to recommend that City Council adopt Ordinance #13-10 amending City Code Article II (Zoning) Division 5 (Tree Preservation).

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Bauer, Maul, Brauer, Field, Nosan, and VanScoy. Voting No: None. Absent: None.

Commissioner Brauer excused himself from the meeting at 8:49 p.m.

5.03: Request for Site Plan Approval for an Expansion of an Outdoor Patio and Covered Bar at 6415 Highway 10 NW; Case of Willy McCoys

Presentation

Associate Planner/Environmental Coordinator Anderson presented the staff report. He explained Willy McCoys was proposing to expand its outdoor patio area and was proposing a new outdoor covered bar at their restaurant facility located at the south end of the Sunfish Commons retail center at the intersection of Highway 10 and Sunfish Lake Boulevard. He commented a parking agreement may be necessary with the adjacent property owner. It was noted the property was located within the Critical River Overland District. Staff reviewed the proposed site plan expansion in detail with the Commission and recommended approval of the Site Plan contingent upon compliance with the City Staff Review letter dated April 26, 2013 and suggested conditions.

Citizen Input

Tom DeQuatro, 13281 Redwood Street in Andover, thanked the Commission for considering his request this evening. He stated the proposed patio would greatly benefit the patrons visiting his restaurant during the summer months.

Commissioner Bauer asked if the patio area could be accessed from the parking lot.

Mr. DeQuatro commented staff would seat patrons in the patio area from the main entrance of the restaurant. Patrons would not be able to seat themselves in the patio from the parking lot.

Associate Planner/Environmental Coordinator Anderson explained that gates would be necessary in the patio area for emergency purposes. This would be reviewed by the building official and fire marshal.

Commissioner Nosan questioned how far the patio would be from Highway 10.

Associate Planner/Environmental Coordinator Anderson explained that the patio setback exceeded the City's requirements.

Commissioner VanScoy supported the proposed patio and covered bar improvements.

Commission Business

Motion by Commissioner Bauer, seconded by Commissioner Maul, to recommend that City Council approve the Site Plan contingent upon compliance with the Staff review File dated April 26, 2013 and with the following conditions:

1.) No alcoholic beverages or food shall be served to persons outside of the designated outdoor seating area. Signage shall be posted that restricts the consumption of alcohol outside of the designated outdoor seating area as approved by staff.

2.) Patrons shall access the outdoor seating area through the main entrance or host station and shall be seated by a staff person.

3.) Any speaker devices used in the patio area shall be turned off by 10:00 p.m.

4.) No temporary structures, other than those approved under separate permit, shall be erected during the winter months for smoking purposes.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Bauer, Maul, Field, Nosan, and VanScoy. Voting No: None. Absent: Brauer.

5.04: For Discussion Only: Receive Update on Former Municipal Center Land Use Open House

This item was considered prior to Item 5.01.

5.05: For Update Only: Receive Report on Monthly Activities

Development Services Manager Gladhill reviewed the recent development activities with the Commission.

5.06: Zoning Bulletins

Zoning Bulletins were noted.

6. COMMISSION / STAFF INPUT

None.

7. ADJOURNMENT

Motion by Commissioner VanScoy, seconded by Commissioner Maul, to adjourn the meeting.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners VanScoy, Maul, Bauer, Field, and Nosan. Voting No: None. Absent: Brauer.

The regular meeting of the Planning Commission adjourned at 9:03 p.m.

Respectfully submitted,

_____

Tim Gladhill
Development Services Manager

ATTEST:

_____

JoAnn Shaw
Planning Division Secretary

Drafted by Heidi Guenther
TimeSaver Off Site Secretarial, Inc.

ENVIRONMENTAL POLICY BOARD
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

On Monday, May 6, 2013, the Environmental Policy Board (EPB) met in the Rum River Conference Room at the Ramsey Municipal Center, 7550 Sunwood Drive N.W., Ramsey, Minnesota.

Members Present: Chairperson Michael Max
Board Member Bob Bentz
Board Member Michael Hiatt
Board Member Larry Lewis (arrived at 6:41 p.m.)
Board Member Tara Prendergast
Board Member Thomas Stodola
Board Member Michael Valentine

Members Absent: None.

Also Present: Associate Planner/Environmental Coordinator Chris Anderson
City Council Liaison John LeTourneau

1. CALL TO ORDER

Chairperson Max called the meeting to order at 6:37 p.m.

2. CITIZEN INPUT

None.

3. APPROVE AGENDA

Motion by Board Member Valentine and seconded by Board Member Hiatt to approve the agenda as amended.

Further discussion: Associate Planner/Environmental Coordinator Chris Anderson noted that the first item under the Staff Reports, Rain Garden Planting Plan, actually became case number three and therefore can be removed from the agenda.

Motion carried. Voting Yes: Chairperson Max, Board Members Valentine, Hiatt, Bentz, Prendergast, and Stodola. Voting No: None. Absent: Board Member Lewis.

4. APPROVE MINUTES

4.01: Approve Meeting Minutes Dated April 1, 2013

Motion by Board Member Hiatt and seconded by Board Member Valentine to approve the regular meeting minutes dated April 1, 2013.

Motion carried. Voting Yes: Chairperson Max, Board Members Hiatt, Valentine, Bentz, Pendergast, and Stodola. Voting No: None. Absent: Board Member Lewis.

City Council Liaison LeTourneau asked that the Board Members introduce themselves for the benefit of himself and the new Board Member.

Board Member Lewis arrived.

The Board Members, Council Liaison, and Associate Planner/Environmental Coordinator Anderson introduced themselves and provided a brief summary of their interest and experience with the Board and the environment.

5. POLICY BOARD BUSINESS

5.01: Environmental Expo and EPB Booth Discussion

Associate Planner/Environmental Coordinator Anderson presented the staff report.

Chairperson Max questioned if there should be one main focus or whether a few areas of interest should be displayed.

Board Member Stodola stated that perhaps the current outreach efforts of the Board should be mentioned so residents know how to follow up with the Board, including the article in the newsletter and the spots on QCTV.

Board Member Bentz provided information that he had gathered from other similar events, including brochures and booklets, regarding green energy and rain gardens.

Board Member Hiatt questioned if there is a theme for the Happy Days event this year. He noted that this will be the first year the Expo will occur along with Happy Days and believed it could be beneficial to tie into that theme.

Associate Planner/Environmental Coordinator Anderson provided general information on the Happy Days event but did not believe there was an overall theme. He encouraged the Board to focus on Environmental Expo rather than how to tie into Happy Days.

Board Member Stodola noted that perhaps the Board could focus on rain gardens and could tie that into the demonstration project.

City Council Liaison LeTourneau stated that perhaps the Board could review the Work Plan and choose two or three items that could be displayed visually and presented to the public.

Associate Planner/Environmental Coordinator Anderson stated that in regard to the Work Plan he believed the most important items that have been or are almost complete would be the rain garden project in Alpine Park, the establishment of a prairie in a utility corridor, and the outreach efforts of the Board.

Board Member Lewis stated that this would be a good opportunity for the Board to build brand awareness. He stated that rather than focus on one specific issue, perhaps the focus should be that the EPB is a group that you could come to for many different issues.

Chairperson Max stated that the Expo should also be listed as an outreach effort of the Board. He confirmed that the focus should remain broad and show what the Board does and some projects that have been completed.

Board Member Lewis questioned if the Council would like to see any specific things referenced at the Expo.

City Council Liaison LeTourneau stated that there was a joint Council meeting with the City Councils from Ramsey and Anoka that took place the previous week. He advised that discussion occurred regarding the Lower Rum River Water Management Organization (LRRWMO) and the spread of invasive species. He noted that the Anoka Dam would be the last stop before Lake Mille Lacs and discussed the improvements that would be needed for the Dam to become an effective barrier. He believed perhaps that issue could be discussed at the Expo.

Associate Planner/Environmental Coordinator Anderson noted that there will soon be discussion for the next Work Plan and noted that some of those items could be included on the Plan and spoken about.

Chairperson Max confirmed that the booth from the Board would be a broad aspect of who the Board is and some of the projects that have been completed.

Board Member Hiatt agreed that would be a good idea because this event will bring in a new crowd.

Associate Planner/Environmental Coordinator Anderson noted that there should be a visual aspect that sparks the interest of people and brings them in to find out more information.

Board Member Hiatt suggested the potential work on the rain garden including photographs be used as a visual focal point for the booth. He stated that videos could also play in the background. He noted that the display could say here is what we did and here is what you could do in your own backyard.

Board Member Valentine referenced a brochure brought in from Board Member Bentz regarding rain gardens and questioned if that would be something a homeowner could do on their own or whether a resident would need technical assistance.

Associate Planner/Environmental Coordinator Anderson advised that there are many places where residents can obtain information on how to install a rain garden step by step and confirmed that the project could be done without technical assistance. He advised of past class/presentations in which the City partnered with the Conservation District to teach residents how to install a rain garden but noted that the response was not high enough and the event had to be canceled.

Associate Planner/Environmental Coordinator Anderson confirmed that the idea for the Expo is that the Board is a resource for the community, provides information and advocates for the environment, projects that have been worked on and will be worked on in the next year.

Board Member Lewis commented that it would also be nice to ask residents what they think and what further efforts the Board could take to service the residents. He asked if something could be passed out to residents asking them to go to a website and take a short survey on the Board, noting that perhaps a door prize could be given away in return.

Associate Planner/Environmental Coordinator Anderson confirmed that something could be setup through a service like Survey Monkey and slips of paper could be distributed asking residents to go to the site and take the survey. He noted that perhaps a few trees could be donated from a local vendor to use as prizes.

City Council Liaison LeTourneau noted that QCTV could be used to create a loop video that could be played at the Expo event.

Associate Planner/Environmental Coordinator Anderson confirmed that QCTV would love the opportunity to create something like that. He asked that everyone continue to think about ideas for the Expo to continue the discussion at the next meeting.

Board Member Valentine suggested that perhaps a timeline should be laid out that could be presented at the next meeting to give Board Members a better idea of preparation and what would need to be completed at specific times.

City Council Liaison LeTourneau stated that perhaps a case should be added to a future agenda that would provide the Board with the opportunity to brainstorm on the questions to include on the survey.

The Board Members further discussed the type of questions and whether the questions should remain broad or focused.

Chairperson Max questioned if this item would be appropriate to bring to the City Council via a workshop setting to gain input on the type of survey questions used.

Associate Planner/Environmental Coordinator Anderson explained that if the questions are focused on the Board and their Work Plan priorities, that would not need to go before the Council. He noted that if the questions were broader, then the City Council opinion should be gained.

Board Member Stodola stated that he will look into the idea and determine if any other Metro communities have used similar surveys that could be used as a guide.

Board Member Prendergast suggested having a comment drop box that could be used to obtain resident questions and comments and noted that as a resident and parent she likes to see visual aspects that teach you something quickly. She noted that it should look fun and inviting.

5.02: Outreach (Articles and QCTV Spots)

Associate Planner/Environmental Coordinator Anderson presented the staff report.

Chairperson Max stated that water conservation should be a focus, as drought is a constant fact of life in this city.

Associate Planner/Environmental Coordinator Anderson noted a few topics that could fall under that category that could be used as speaking points for a QCTV spot. He noted that the previous year through the County he was able to obtain about 50 recycling containers that will be placed in the Ramsey parks this summer and advised that could be mentioned on a television spot. He hoped that interested Board Members would volunteer to film footage.

City Council Liaison LeTourneau noted that those ideas could be printed in an article and then talked about on a television promotion, as he did not think the Board should be afraid of duplication in these messages. He stated that he would be willing to film a QCTV spot with any Board Members, noting that although they may be hesitant the process is not as scary as you may think.

Board Member Hiatt stated that this would be a good time to shoot something that could be broadcast in the changing season.

Board Member Stodola stated that he would also be willing to volunteer for a QCTV spot.

Associate Planner/Environmental Coordinator Anderson suggested Oak Wilt as a talking point and article idea. He noted that the website could also be used to promote that information.

Chairperson Max and Board Member Valentine noted that they would also be willing to film segments for QCTV.

Associate Planner/Environmental Coordinator Anderson asked that interested Board Members email him with the topic they would like to discuss on the QCTV segment and he can respond with some talking points. He questioned if there were any other article ideas, highlighting items that had recently been printed in the newsletter articles from the Board.

Board Member Lewis stated that there are new residents coming into the city and suggested an environmental welcome wagon of sort, noting that this time of year will bring many new residents with many questions.

Associate Planner/Environmental Coordinator Anderson stated that they do still have the new resident welcome packet that the City offers and highlighted the information that is provided. He stated that he would be hesitant to add more information to the already thick packet. He did not believe that the packet is mailed directly to new residents but is available at City Hall. He noted that some items are mailed separately to households, such as the Recyclopedia that is sent out by Anoka County.

Board Member Prendergast suggested expanding on the idea of pollution prevention and preserving what is around in the community.

Associate Planner/Environmental Coordinator Anderson referenced a program in which the City is going to partner with a business to collect motor oil that could then be recycled. He also discussed proper maintenance near storm water ponds and wetlands with regard to fertilizers.

City Council Liaison LeTourneau stated that he was having trouble finding the EPB webpage under the Ramsey website. He believed that the EPB should have a direct link button on the homepage for the City.

Chairperson Max stated that it would be nice to have a dashboard that could display useful information for the appropriate time of year on the EPB page, such as oak wilt and appropriate management.

Associate Planner/Environmental Coordinator Anderson stated that there is discussion about creating another direct link button on the homepage and there is a lot of interest in that but noted that the item could be discussed with the IT Specialist.

Board Member Bentz suggested that the existing buttons be made smaller or condensed, noting that NorthStar has three buttons.

City Council Liaison noted that there has been consolidation in the staff members and their loads have increased, he stated that while these ideas have come forward he does not want Associate Planner/Environmental Coordinator Anderson to feel like these are additional work items that he must complete in addition to all his other work.

5.03: Rain Garden Demonstration Project

Associate Planner/Environmental Coordinator Anderson presented the staff report. He noted that the budget would have sufficient funds for the planting materials but noted that additional funding sources should be identified for the design and creation of the interpretive signage. He advised that the plantings and work could occur in June or early July, while the signage could be designed and installed at a later date.

Chairperson Max stated that perhaps the signage could be an Eagle Scout project.

Board Member Lewis stated that the planting could be used as an opportunity for a QCTV segment. He noted that he could obtain some quotes on signage costs before the next meeting.

City Council Liaison LeTourneau noted that the signage funding may be an opportunity for a local corporation sponsorship.

Associate Planner/Environmental Coordinator Anderson noted that he would provide the specifications from the signage used at Sunfish Lake Park to Board Member Lewis as the signs would most likely be similar to that model and could be used to obtain cost estimates.

City Council Liaison LeTourneau noted that the planting would be a great opportunity to partner with a local organization in the community and suggested Youth First.

Associate Planner/Environmental Coordinator Anderson confirmed that the Board would like to do the planting on a Saturday and noted that it would only take a few hours to complete. He noted that he could gather additional information on the ability to partner with a group, including Youth First.

Further discussion ensued regarding rain gardens and the use in other Metro communities, including Maplewood.

6. BOARD / STAFF INPUT

- ~~**Rain Garden Planting Plan**~~

- **Recap of Recycling Event**

Associate Planner/Environmental Coordinator Anderson advised that the recycling event took place the previous weekend and was very successful with over 400 vehicles going through. He believed that this may have been the most attended event with large amounts of cardboard, tires and used oil that were collected. He advised that the document destruction was also very successful.

- **Recap of Tree Sale**

Associate Planner/Environmental Coordinator Anderson advised that the tree sale pickup was a part of the recycling event. He believed that the Board should further discuss the tree sale and whether it is worth it to continue with the sale, or hold it separate from the recycling event. He noted that people voiced their frustration with not being able to bypass the recycling line to pick up trees. He reviewed the overall number of orders in the past three years and the low number of trees and shrubs being purchased. He explained that with the amount of time spent planning and orchestrating the event, he believed it was time for the Board to reconsider whether it is warranted for the sale to continue.

Chairperson Max stated that in the past the tree sale was successful because of the amount of construction. He believed it would be beneficial to track the number of building permits in the next few months in an attempt to determine the need. He noted that whether or not to continue the tree sale could be included on the survey discussed.

- **Arbor Month Planting Project**

Associate Planner/Environmental Coordinator Anderson advised that the planting event is scheduled for May 18th at North Commons Park and provided additional location information. He stated that about 30 trees were planted the previous fall and the remaining plantings, which are funded through a grant from the DNR, will be done that Saturday. He advised that the event will be a part of the Anoka High School Football booster that takes place each spring and encouraged all interested Board Members to attend the event in observance of Arbor Day. He asked that interested Board Members arrive at 9:00 a.m. and noted that the event will wrap up by 11:30 a.m. or noon.

City Council Liaison LeTourneau stated that he did reach out to the possible speaker desired for the Expo and noted that he would continue to work on that item for the next meeting.

7. ADJOURNMENT

Motion by Board Member Stodola and seconded by Board Member Bentz to adjourn the meeting.

The meeting adjourned at 9:05 p.m.

Respectfully submitted,

_____
Chris Anderson
Associate Planner/Environmental Coordinator

ATTEST:

_____
JoAnn Shaw
Community Development Secretary

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

PARK AND RECREATION COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey Park and Recreation Commission conducted a regular meeting on May 9, 2013 at Elmcrest Park, Ramsey, Minnesota.

Commission Members Present:	Chairperson Angela Olsen Commissioner Bridgett Barr Commissioner Richard Chubb Commissioner Andrew Fyten Commissioner David Minke Commissioner Thomas Mobry
Commission Members Absent:	Vice Chair Shane Bennett (Excused)
Also Present:	Parks & Assistant Public Works Superintendent Mark Riverblood Councilmember Randy Backous Bruce Bissonnette – Studio 55 Architects Jack Amdal – Studio 55 Architects Kotchi Prosper – Northern Lights Soccer Club

1. CALL TO ORDER

Chairperson Olsen called the Park and Recreation Commission meeting to order at 6:30 p.m.

2. CITIZEN INPUT

None.

3. APPROVE AGENDA

Motion by Commissioner Barr, seconded by Commissioner Fyten to approve the Park and Recreation Commission meeting agenda as presented.

Motion carried. Voting Yes: Chair Olsen, Commissioners Barr, Fyten, Chubb, Minke, Mobry. No: None. Absent: Commissioner Bennett.

4. APPROVE MINUTES

4.01: Approve Park and Recreation Commission Meeting Minutes dated April 11, 2013

Motion by Commissioner Fyten, seconded by Commissioner Barr, to approve the following Park and Recreation Commission Regular Meeting Minutes:

1) Park and Recreation Commission Regular Meeting Minutes dated April 11, 2013.

Motion carried. Voting Yes: Chair Olsen, Commissioners Fyten, Barr, Chubb, Minke, Mobry. No: None. Absent: Commissioner Bennett.

5. COMMISSION BUSINESS

5.01: COLLATE STAKEHOLDER INPUT AND DEVELOP CONCEPT FOR ELMCREST PARK'S COMMUNITY BUILDING.

Parks & Assistant Public Works Superintendent Riverblood reviewed 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 in 2013).

Parks & Assistant Public Works Superintendent Riverblood stated 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-round. The park in any year serves thousands of individuals – all of which will benefit from the community building this project will deliver.

Parks & Assistant Public Works Superintendent Riverblood reviewed 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 be 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 $10,000 – 20,000.

Additional costs will be identified during the building's design phase associated with site improvements like sidewalks, landscaping, irrigation, and restoration. These may be considered to represent $10,000 - $15,000. 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, which was approved in March 2013 by City Council and begins the design phase of this project.

Parks & Assistant Public Works Superintendent Riverblood reviewed the observations/alternatives. He stated the 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 work plan is detailed in the Scope of Services proposal, which was provided to the Commissioners from Studio 55 Architects, LLC as not to exceed a cost of $22,500. The 4th phase of architectural services, Construction Administration, would be approved by the City Council when the design and construction documents are completed and the building cost estimate is presented to Council. The proposal identifies this figure at a not to exceed amount of $6,000. 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 all the alternatives and concepts for the building leading up to a successful final design. The purpose of this case is this Phase I activity.

Parks & Assistant Public Works Superintendent Riverblood stated staff recommends that all comment received by the City, together with the Commissioner's observations and expertise in the community be discussed to inform this stage of the concept planning. Studio 55 provided a memo that may be used to organize the discussion. The architect was at the meeting with a plan view concept plan to "mark-up" with dimensions and building features.

Parks & Assistant Public Works Superintendent Riverblood reviewed the funding source for architectural services is up to $22,500 from the Park Trust Fund, which has a present balance of approximately $2,442,000. 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.

Jack Amdal reviewed the memorandum he and Bruce Bissonnette provided for the Commission's review.

Elmcrest Park Community Building – Discussion Topics

Assumptions

- Durable public structure with covered picnic area similar to Miller Park buildings located in Eden Prairie.
- The construction budget for the building is in the range of $375,000.
- The building will have a septic system and City water.
- A new playground will be built adjacent to the new building.
- The building will serve the community.

Parks & Assistant Public Works Superintendent Riverblood suggested after the concept estimates are determined the total may come to more than $375,000. At the point this is determined, he would like to bring that back to the Council.

Programming Questions

General

- Should the facility be a year-round use or three-season?

Commissioner Barr preferred year round, as it could be used for a variety of other things.

Jack Amdal noted this portion of Ramsey does not have any community buildings.

Commissioner Minke asked for the difference in construction cost for year round building vs. limited season asked what type of utilities would be included.

Bruce Bissonnette stated there may be a savings on utilities but construction cost would not be affected

Kotchi Prosper stated it would be nice to shift some of the emphasis from Central Building and it would be nice to shift some of the winter programs for meetings here. The NL Soccer would use the facility for their board meetings, etc. He would prefer a year round facility.

Chair Olsen stated if the cost is only operational issue then it makes sense for it to be a year round facility. If it is determined it is not needed, the utilities would still be there.

Commissioner Barr stated they play soccer here until October.

- How many people should the facility accommodate maximum and what is the average daily or weekend use?

Bruce Bissonnette noted this relates to the septic system.

Parks & Assistant Public Works Superintendent Riverblood asked for clarification on the question.

Bruce Bissonnette asked how many people does the building needs to accommodate and how many people use the park.

Kotchi Prosper noted there are 36 traveling teams of 18 players.

Parks & Assistant Public Works Superintendent Riverblood indicated there will still be portapotties at the park.

Chair Olsen asked how many bathroom stalls are at Central.

Bruce Bissonnette asked if this park relates to Central, should they have the same facilities.

Parks & Assistant Public Works Superintendent Riverblood explained there are more sports offerings at Central Park. Soccer would be the main sport at Elmcrest as well as some LaCrosse.

Kotchi Prosper added that during State tournament there may be up to 550 people at the park in a given day.

- What uses and user types occur – winter (snowmobile trailhead), spring, summer, and fall seasons?

Jack Amdal asked about the user groups.

Commissioner Barr stated the facility could be rented for parties.

- Are special accommodations to be provided for seniors, teens, soccer teams, preschool, spectators, scouts, community education, community recreation, other?

No comments

- What type of shelter should be provided for inclement weather, i.e. rain, wind, storm, snow, tornado, etc.?

Jack Amdal stated the biggest concern may be tornados.

Commissioner Barr noted at Central Park the building was designed as such not to give much shelter during rain.

Parks & Assistant Public Works Superintendent Riverblood stated a small pavilion is planned at Elmcrest.

Consensus - Rain and wind would be the primary concerns.

- Is it open every day and what are the hours of operation?

Parks & Assistant Public Works Superintendent Riverblood stated it is open every day – dawn to dusk. This would have an impact on security and lighting. The building needs to have sufficient security and lighting. Energy conservation and cost savings ideas can be looked at.

Commissioner Barr suggested automatic timing on the door locks to the bathrooms. Motion sensing lights.

Basic Building

- Security and vandalism issues, grilles over the windows, lighting

Jack Amdal explained that shielding and glazing on the building are options, glass block for security.

Parks & Assistant Public Works Superintendent Riverblood stated there has been little glass breakage issues and the value of having good lighting out weighs the need to replace glass.

Bruce Bissonnette stated they have used wire mesh on the windows but if not needed it would be added expense.

Chair Olsen asked if windows breaking are not issue at Central Park it probably will not be an issue here.

- Picnics and number of tables

Bruce Bissonnette stated there would be 8-10 tables under a covered area. Currently at Miller Park, there are 3-4 tables in a 20-foot covered area.

Councilmember Backous asked about a sitting wall around the area.

Chair Olsen stated in her experience, people do not sit near the concession stand after they get their food/beverages.

Commissioner Barr stated she would like to do it right and not have to add on later.

Chair Olsen asked what would more space add to the cost.

Bruce Bissonnette stated that has not yet been determined.

Kotchi Prosper stated we want to keep the people here with a nice facility rather than leaving after their game.

- Shade and rain cover, size

Consensus - Size – is good

- Lockable rolling doors and sitting walls at pavilion

Consensus – Yes

Chair Olsen stated a temporary shelter is important when a storm is coming so people can wait for the storm to pass.

- Second level for field observation

Jack Amdal stated a second level could be a control tower for tournaments, a benefit to this building and location.

Bruce Bissonnette stated there are a couple of building code issues that will be looked at.

- Wall materials, roof materials, floor materials, exterior surfaces

Jack Amdal stated Miller Park has painted block. Metal roof is long lasting.

Parks & Assistant Public Works Superintendent Riverblood stated currently there are metal roof on the shelters. He would like a cost estimate between metal roof and asphalt shingles.

- Energy conservation, daylighting, natural ventilation, rain water collection, environmental stewardship

Jack Amdal explained that diming lights, lower cost operation for the building. There is opportunity for natural light and ventilation. Thermo-syphon.

- Material, image, durability, and maintenance considerations

No comments

- Public art display area

Jack Amdal asked if a display case was desired.

Parks & Assistant Public Works Superintendent Riverblood stated there could be apparel display area in the building and it would be nice to see from outside and inside. Glass separating the inside from the outside.

- Cornerstone/time capsule and or any other recognition to staff, council, mayor, commissions, community

Jack Amdal stated this would be a small thing for future generations.

Parks & Assistant Public Works Superintendent Riverblood stated he would be reviewing this with City Council.

Rest Rooms

- Number of fixtures for men and women. Code requires one WC for each.

Jack Amdal noted an entry from both inside and outside the building. In winter months, it would be just from the inside. More for women than men. He explained Code divides gender 50-50 and asked about an increase for women's fixtures.

Commissioner Barr suggested three for women.

Parks & Assistant Public Works Superintendent Riverblood stated Central Park has three for women and two for men with a couple urinals.

Commissioner Barr asked how many porta-potties will there be.

Parks & Assistant Public Works Superintendent Riverblood stated there are two, one on each end.

Consensus - 3 for women, 1 for men with 2 urinals.

- Entry from both inside and outside

Jack Amdal stated there would be inside access only during the winter.

- Changing area or stall

Chair Olsen noted players usually come dressed.

Councilmember Backous stated it would be nice to have an area for changing. A stall with no toilet.

Kotchi Prosper suggested a bench where they could sit, noting it does not need to be private.

- Locker room

Consensus - not needed

- Diaper changing

Commissioner Barr suggested a fold down changing table from the wall

- Family restroom

Jack Amdal asked about for seniors or handicapped.

Consensus – not needed.

- Team dressing rooms

Consensus - not needed

Meeting Space

- How many people shall it accommodate

Commissioner Barr suggested a room that would fit 30 people.

Parks & Assistant Public Works Superintendent Riverblood stated the legal capacity at Central park is 74.

Kotchi Prosper stated Central Park has a good-sized room.

Commissioner Barr felt Central Park had the perfect size.

Councilmember Backous suggested referee training could be held here or at City Hall.

Consensus – A room that would fit 30-40.

Kotchi Prosper felt more outside overhang space would be better.

- Indoor games and/or entertainment use

No comments

- Which community groups do you see using it

No comments

- Meeting or banquet style seating

Consensus - movable tables.

- Should meeting area be separate (able to close off) from adjacent public spaces

No comments

- Adjacency to kitchen/concession area

Commissioner Barr noted the need for a kitchen/prep area and access from inside and outside for prep area. She felt a door from inside was necessary and suggested a window type with a roll-up door, creating a link between concession and meeting space.

- Is lockable storage needed

Kotchi Prosper stated storage space is needed for the fields.

Parks & Assistant Public Works Superintendent Riverblood agreed there needs to be storage area for tables/chairs within the building.

- Is this area separate from lobby/gathering area

No comments

- Craft and other community education

Parks & Assistant Public Works Superintendent Riverblood felt a sink is needed outside of the kitchen and could be part of the mop closet.

Bruce Bissonnette noted there will be a mechanical room with a mop sink.

Parks & Assistant Public Works Superintendent Riverblood suggested a mop closet with cleaning supplies since the mechanical room is locked.

Lobby/Gathering Area

- Separate from meeting room

Commissioner Barr noted outdoors is the lobby.

Bruce Bissonnette stated circulation space is needed.

Chair Olsen suggested it be all in one space.

- Vending machines

Jack Amdal asked if water, sodas, candy, chips are needed.

Parks & Assistant Public Works Superintendent Riverblood stated the NLS could use it as a revenue.

Jack Amdal stated it would be inside and locked when not needed.

Consensus – not needed.

- Trophy cases

Consensus - not needed.

- Bulletin boards

Good idea – or white board. Can be added after the fact.

- Drinking fountains

Jack Amdal explained this is Code inside. Inside only

- Access to concession window

No comments

- Craft and other community education

No comments

Concessions

- Open to the exterior

Consensus – yes

- Open to the interior

Consensus – yes

- Menu type and serving method

Kotchi Prosper suggested a grill outside, one refrigerator, one freezer, few racks for food, and sinks.

- Health department considerations, stainless steel counters, 3 compartment sink

Jack Amdal recommended adding a floor drain for cleaning and indicated they will need to have a grease trap for the septic system.

- Equipment City will provide

Parks & Assistant Public Works Superintendent Riverblood stated the building needs to be functional when project is done. The appliances will be found and upgraded as possible in the future. There is no need for 220 volts AC.

- When is it open, who will run it

Kotchi Prosper stated it would be open only for weekend tournaments and they may look at other times to have it open. The City has never had the option before and generally it would be open 5 p.m. – 9:30 p.m.

- Secure storage

Jack Amdal asked if others will use the concession area, if it will be inventoried, or on an honor system. He stated if it becomes an issue, they may need to remove items from the concession area.

- Adjacency to what other areas

Consensus - Inside and outside. Plumbing.

- Team check-in ticket sales window

Office spot or in concession area. Tent outside or exterior office window. Tournament Director office on first floor with windows from inside and outside.

Consensus - There needs to be an office. Office could become storage area for some things. Office upstairs and downstairs. Office should accommodate 2 people. No park attendant.

Storage

- Climate controlled

Consensus - No – garage type cold storage.

- Work bench and work area, maintenance equipment

Consensus – not needed.

- User groups

No comments

- Field game equipment

Kotchi Prosper stated the current storage pod is good size.

- Golf cart storage, gas or electric

Councilmember Backous noted golf carts may be stored in the water tower.

- Tables and chairs

No comments

Office

- Outside roll up window for team check-in and ticket sales

No comments

- Will City provide an attendant, will this be that persons office

Consensus - no City attendant.

- How many people shall it accommodate

No comments

Upper Level (Note Code issues related to a second level are being researched)

- Tournament monitoring
- Storage and observation deck
- Meeting space

Mechanical, Electrical, Plumbing and IT

- Energy conservation, daylighting, natural ventilation, rain water collection

Jack Amdal noted rainwater collection can be used for irrigation for immediate area and grey water from the sinks can go to the cistern. It is environmentally friendly, but there is a cost.

Consensus - Will be addressed at a later date.

- Heating A/C systems
- Geo-thermal
- Gray water collection
- Energy management controls
- PA system

Consensus - not necessary. Use air horn if necessary for storms. PA systems can be borrowed from City.

- IT needs

Parks & Assistant Public Works Superintendent Riverblood stated staff will bring costs for cell service/Wi-Fi to the City Council.

Site considerations

- Trash and recyclables

Part of tournament

- Cistern for roof rain water collection/irrigation
- Permeable pavers

Will be discussed later

- Tree trenches/irrigation
- Playground
- Skating/winter activity uses
- Benches
- Re-bound wall

Kotchi Prosper supported adjacent to the building, noting it could be more removed from the building.

Jack Amdal and Bruce Bissonnette showed a project drawing to the Commission. The drawing presented is a third bigger than Miller Park with a 20-foot x 30-foot covered shelter area 8-10 tables They do not want to short-change the size of the concession stand and suggested a half door between concession stand and inside gathering area and double doors on the storage room from the outside. They showed a plan of the building location in the park, noting the picnic area is sheltered from the wind by the building.

Commissioner Barr stated you should be able to see the playground without being obstructed by the building.

Parks & Assistant Public Works Superintendent Riverblood stated the Commission needs to look at solutions for trash enclosure for dumpsters.

6. COMMISSION/STAFF INPUT

None

7. ADJOURNMENT

Motion by Commissioner Chubb, seconded by Commissioner Minke, to adjourn the meeting.

Motion carried. Voting Yes: Chair Olsen, Commissioners Chubb, Minke, Barr, Fyten, and Mobry. No: None. Absent: Commissioner Bennett.

The Park and Recreation Commission meeting adjourned at 7:50 p.m.

Respectfully submitted,

_____

Mark Riverblood
Parks & Assistant Public Works Superintendent

Drafted by Debbie Wolfe
TimeSaver Off Site Secretarial, Inc.

ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, May 16, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jim Steffen
Member Glen Hardin
Member John LeTourneau
Member Chris Riley (arrived at 7:35 a.m.)
Member Wayne Skaff
Member Kristine Williams

Members Absent: Member Phillip Brunt

Also Present: Patrick Brama, Management Analyst
Tim Gladhill, Development Services Manager

1. CALL TO ORDER

Chairperson Steffen called the Economic Development Authority meeting to order at 7:33 a.m.

2. APPROVE AGENDA

Motion by Member Skaff, seconded by Member LeTourneau, to approve the agenda.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, LeTourneau, Hardin, and Williams. Voting No: None. Absent: Members Brunt and Riley.

3. APPROVE MINUTES

3.01: Approve EDA Meeting Minutes Dated April 11, 2013

Motion by Member LeTourneau, seconded by Member Hardin, to approve the minutes dated April 11, 2013.

Motion carried. Voting Yes: Chairperson Steffen, Members LeTourneau, Hardin, Skaff, and Williams. Voting No: None. Absent: Members Brunt and Riley.

4. EDA BUSINESS

4.01: FOR DISCUSSION ONLY: Discuss Future Land Use Options and Land Use Open House Results for 15153 Nowthen Boulevard (Former Ramsey Municipal Center/Current Fire Station #2)

Management Analyst Brama provided a brief background regarding this property and stated the City held an open house on April 18th. He advised the City received 26 formal comments with 24 comments indicating a preference for a residential development and indicating opposition to a data center while two comments were received in favor of a data center and opposed to a residential development. He stated the City also received a petition with 69 signatures in opposition to a data center and in favor of a residential development and noted there was no formal analysis of this petition to verify addresses. He advised that staff has worked to find solutions to mitigate resident concerns and has prepared a revised site concept. He stated that noise was a major concern and staff feels that noise pollution can be resolved with proper land use restrictions including increased setbacks, requiring enclosed or indoor storage, and requiring that air conditioning units be located near the center of the building. He indicated that Anoka and Chaska have noise decibel restrictions for their data centers and the City could adopt more restrictive noise regulations, e.g., 55 decibels, which is comparable to normal office noise or a library. He stated another concern raised by residents was the look of a data center and whether a data center would fit in with the neighborhood. He advised this concern could be mitigated through larger setbacks, dictating the maximum height of the building, proper landscape screening, and establishing architectural standards so the building is compatible with the surrounding area. He stated that residents expressed concern regarding traffic and staff does not believe this is a legitimate concern and feels a data center will have less impact than a residential development with 48 trips per day for a data center compared to 480 trips per day for a residential development. He stated the issue of spot zoning was raised and staff reviewed this issue with the City Attorney and the League and does not believe this would result in spot zoning due to the size of the parcel, the public purpose for developing the site as a data center, and the fact that the previous use was for either a school or municipal complex that are more intense uses. He advised that residents also felt a data center would reduce their property values and while it is possible that property values could decrease with a data center, surrounding property values could also decrease with a residential development. He indicated the City Attorney and the League feel this issue is subjective and should not be concerned as long as the City goes through the proper steps to ensure the development is compatible with surrounding properties. He stated residents also raised the issue of risk of market failure of a data center and what would happen to the property and advised that while there is no mitigation the City can provide for this, the City could state that the property may only be used for quiet type uses in the future. He stated residents suggested the property be used for a park and the Parks Commission has not identified this site as a future park, noting the site is connected by trail to a number of nearby parks. He presented a revised site concept and stated a single user data center was reduced from 250,000 square feet to 190,000 square feet and the setbacks were increased from 125' to 200' and setbacks for a two-user data center were also increased to 200'. He indicated the required parking could be reduced by 30 stalls and the site concept includes landscaping and buffering especially along Helium Street to screen properties and also includes a neighborhood open space in the northeast corner of the property. He stated generators would be required to be enclosed in the building or placed in enclosures toward the center of the building and the building's

maximum height would be 25'. He advised that revisions were made to the cost benefit analysis based on the revised site concept resulting in a decrease in value of a data center from $1.35 million to $1.275 million and a decrease in value of a residential development from $1.35 million to $650,000. He stated that a data center would be more beneficial to the City in terms of property taxes with estimated taxes of $200,000 annually versus $128,000 for a residential development. He advised that staff was recently approached by Connections Church expressing an interest in the property and stated if this property were purchased as a church it would be tax exempt and would require additional parking, adding the church has indicated it would expand the building resulting in a larger footprint. He stated Connections inquired about leasing the property, including the buildings, and staff believes this would conflict with the fire station and does not recommend leasing the property.

Development Services Manager Gladhill explained that the zoning amendment is done by Ordinance and the City Charter allows a counter petition with signatures from two-thirds of registered voters. He advised the City received a comment from Anoka County that any development would have to reevaluate access on Nowthen because the County wants to close this access.

Member Skaff stated he spent time with residents on this issue and his sense is that the residents will stand and oppose any effort to build a data center and residents are concerned about their property values and quality of life. He felt it would be wrong to push something through given the current level of opposition.

Chairperson Steffen asked if a data center could live with a 55 decibel restriction.

Management Analyst Brama replied he spoke with Chaska's City Administrator who informed him that residents still raise concerns about noise from their data center, adding that Chaska has a 300' setback requirement next to residential properties. He stated he also spoke with Elk River about their data center and learned they also get complaints from property owners. He stated he contacted Mortenson Construction and was informed that 55 decibels is not unrealistic for a data center but costs would likely go up based on that restriction.

Member LeTourneau suggested including a rain garden element in order to mitigate the view and add more aesthetics to the project. He also encouraged planting larger trees, e.g., 4-6' trees, in order to provide good coverage sooner rather than later.

Member Williams stated she was still in support of the data center concept because it achieves the strategic initiatives of the City and represents a good reuse of the site and did not support using the site for a church. She indicated that a data center use for this site is well received within the real estate community adding she has heard this site mentioned several times as a potential data center. She agreed that rezoning the site now would put the City in a position to see a data center come to fruition provided the City does not price itself out of the market by having more restrictions than other communities.

Chairperson Steffen asked if the site could transition back to residential if no user was found after the property is rezoned.

Development Services Manager Gladhill explained the City Council has legislative authority to change the Comprehensive Plan's land use map and would have the ability to change the zoning if the market changes in the future. He also explained the timeline for amending the Comprehensive Plan and agreed to provide the EDA with the City Attorney's opinion regarding the City Charter provisions with respect to a counter petition.

Member Williams left the EDA meeting at 8:20 a.m.

Member Skaff expressed support for the data center concept stating he felt it represented a good use of the property but acknowledged that this use will result in significant opposition by the neighborhood.

Chairperson Steffen agreed and stated the site might not be as competitive if the City places significant restrictions on the use, but he was not willing to take it off the table yet.

Member LeTourneau stated he listened to the residents and acknowledged their concerns. He commended staff for their efforts to mitigate resident concerns but remained concerned about the local residents and about how the rest of the community views this. He felt it was important to remain open to the idea that a data center might not be the right thing given the opposition of residents and the potential for a petition against a data center. He stated he felt a data center was the right thing overall for the community but if a petition came forward that would send a clear message. He supported the idea of continuing the current process including rezoning.

Member Hardin expressed support for moving forward with rezoning the site as long as the City can address the issues raised by residents, including noise and setbacks, and felt the proposed use would benefit all residents by getting the property back on the tax rolls.

Member Riley stated he liked the way the City has conducted the public process and indicated residents got the impression that the City was jamming this down their throats. He stated there has been uniform and consistent opposition to the proposal adding he has not seen a lot of people clamoring for a data center. He felt staff did a great job mitigating resident concerns but did not think the residents will agree with the mitigation or change their minds. He stated he did not think a data center was a bad idea but residents think it is, so he would not support it.

Management Analyst Brama indicated it was staff's intention to present the City Council with the EDA's comments in support of rezoning the site for a data center. He asked if the EDA had any additional changes to the site concept that the City Council should consider.

Member LeTourneau agreed that a 55 decibel restriction should be put in place and asked if a 200' setback was necessary with a 55 decibel restriction.

Management Analyst Brama advised the noise restriction is at the property line and the reason for the setback was not purely for noise but also for aesthetics, safety, land value, and to address potential spot zoning arguments.

Member Skaff indicated he would like to see more information about including a park amenity on the site with park dedication fees from the site used to develop a small neighborhood park.

Chairperson Steffen expressed support for the park idea. He felt the revised site concept provided significant berming and trees adding he would like to see pine trees to provide year-round coverage as well as additional work done with the storm water ponds on the site.

Member Riley asked if staff would be presenting the revised site concept to residents prior to the City Council meeting on May 28th.

Development Services Manager Gladhill pointed out the City Council will not be approving a zoning amendment on May 28th.

Management Analyst Brama suggested sending a notification letter advising residents the EDA has reviewed the revised site concepts based on resident feedback to help mitigate resident concerns and informing them the City Council will be considering the future zoning of the site on May 28th and requesting their input and/or attendance at the City Council meeting.

Member LeTourneau suggested the letter include a link to the website where residents can view detailed information regarding the proposal.

Member Riley requested that the information include pertinent data from the cost benefit analysis including the property tax benefits.

A resident in the audience approached the EDA and stated he was in favor of a data center versus a residential development. He also felt having a park on the site would be beneficial.

Chairperson Steffen requested that staff draft a letter to residents and circulate it to the EDA for review.

It was the consensus of the majority of the EDA to recommend that the City Council not pursue a residential development at this time.

It was also the consensus of the majority of the EDA to recommend that the City Council not pursue the religious organization's inquiry regarding the property.

4.02: Discuss Potential Future Industrial Park Land

Management Analyst Brama presented a map of potential future industrial park sites and advised that Site #1, an 87 acre parcel on the north side of Highway 10, has a willing seller and is a viable candidate. He stated that Site #2 east of the Pearson farm is not zoned correctly and it is unclear whether the owner is willing to sell the property to the City. He indicated that Site #3 and Site #4 would require significant infrastructure improvements and Site #5 has a willing seller and infrastructure improvements in place, however the zoning is not correct. He stated that Site #6, owned by the State, is a unique site with infrastructure and zoning in place and the City has worked with the MPCA in the past and received word the agency is not willing to sell the site for future industrial development.

Member LeTourneau expressed support for the opportunity to develop an industrial park and felt it would provide a needed revenue source for the City and drive the future of the community. He supported Site #1 as the City's first priority and Site #6 as the second choice.

Development Services Manager Gladhill stated that staff would like to invite MPCA staff to attend an EDA meeting to hear MPCA staff's reasons for why it is important for them to maintain their site.

Chairperson Steffen supported Site #1 and Site #2.

Member Skaff supported Site #1, Site #2, and Site #6.

Management Analyst Brama indicated that given the EDA's support for pursuing Site #1, staff proposes to begin gathering numbers and prepare a feasibility study on the site while still considering other sites. He stated information will be presented to the EDA at its next meeting regarding what needs to be done from a zoning perspective, as well as a TIF analysis, infrastructure improvements and costs.

Member Riley left the EDA meeting at 9:02 a.m.

4.03: Prospect Update

Management Analyst Brama advised that Prospect Echo is a new prospect located in New Hope and in Ramsey that is interested in consolidating its operations in the City, adding that staff will be meeting with them today. He advised that Prospect Foxtrot is interested in a 10-12 acre site but is willing to do their relocation in phases with a six or seven acre parcel now. He indicated that a possible site for Prospect Foxtrot is the City's public works campus noting the City owns all five parcels but utilizes only three parcels. He stated Prospect Foxtrot is interested in all five parcels and would agree to purchase three of the parcels at this time; the City would then lease back a portion of the site to continue its public works operations. He presented a proposed project site plan and stated the City does not want to move its salt shed on the site and will need to retain access to this for the time being until it finds a permanent location. He recommended that staff work with Prospect Foxtrot on an option agreement or right of refusal allowing this prospect the right to purchase the remainder of the property when the City is ready to allow the prospect to continue on with its full expansion. He noted this prospect is on a short timeline and wants to be in the building in six months.

Member Hardin left the EDA meeting at 9:10 a.m.

Member Skaff asked who would be responsible for utility extension.

Management Analyst Brama indicated this item is up for debate at this time, adding this prospect will be asking for business assistance and there are infrastructure grants available from outside agencies. He reviewed next steps and stated that a letter of intent will be prepared outlining the terms of the purchase agreement, etc., and staff will work with this prospect regarding potential financial assistance based on their needs.

It was the consensus of the EDA members in attendance to direct staff to continue to work with Prospect Foxtrot on its proposed expansion.

4.04: Updates

This item was tabled on the agenda.

4.05: Planning Commission Update (Development Update)

This item was tabled on the agenda.

5. MEMBER/STAFF INPUT

None.

6. ADJOURNMENT

The regular meeting of the Economic Development Authority adjourned at 9:19 a.m.

Respectfully submitted,

_____
Kurtis G. Ulrich, City Administrator

ATTEST:

_____
Patrick Brama, Management Analyst

Draft by Barbara Hughes
(TimeSaver Off Site Secretarial, Inc.)

CC Regular Session **4. 4.**

Meeting Date: 06/25/2013

By: Jo Thieling, Administrative Services

Information

Title:

Approve the Following Meeting Minutes:

1. City Council Work Session - June 4, 2013
2. City Council Work Session - June 11, 2013
3. City Council Regular Session - June 11, 2013

Background:

The meeting minutes are attached for Council review and approval.

Council Action:

Motion to approve the Following Meeting Minutes:
1. City Council Work Session - June 4, 2013
2. City Council Work Session - June 11, 2013
3. City Council Regular Session - June 11, 2013

Attachments

060413 Wk Sess Mts

061113 Wk Sess Mts

061113 Reg CC Mts

Form Review

Form Started By: Jo Thieling Started On: 06/19/2013

Final Approval Date: 03/06/2013

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, June 4, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Sarah Strommen
Councilmember Randy Backous
Councilmember Mark Kuzma
Councilmember John LeTourneau
Councilmember Chris Riley
Councilmember Jason Tossey (arrived at 6:11 p.m.)

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Human Resources Manager Colleen Lasher
City Clerk Jo Ann Thieling
Development Services Manager Timothy Gladhill
City Engineer Bruce Westby
Assistant to the City Administrator Patrick Brama
City Attorney William Goodrich

1. CALL TO ORDER

Mayor Strommen called the City Council Work Session to order at 6:01 p.m.

2. TOPICS FOR DISCUSSION

2.01: City Attorney Finalist Review

City Administrator Ulrich read questions that will be asked tonight of the two finalists and explained why he had suggested each. He noted that on May 7, 2013, the Council conducted interviews of the seven law firms that submitted proposals in answer to the City's RFP for City Attorney civil and prosecution services. Following the interviews, the Council chose to remain with Randall, Goodrich & Haag for prosecution and directed staff to follow up with two different firms for civil. The firms chosen to move forward were Couri & Ruppe, PLLP and Ratwik, Roszak & Maloney, PA (RRM). City Administrator Ulrich noted the two firms have submitted a retainer proposal. He explained it is City policy to review outside professional contracts on a three- to five-year basis. The current City Attorney contract has been in place for three years and runs until July 1 but can be extended indefinitely under a 30-day termination provision.

City Administrator Ulrich presented the annual retainers as follows:
Couri & Ruppe, PLLP $59,000 per year plus $140/hour for exclusions
And $160 per hour work billed third party

Ratwik, Rozak & Maloney	$48,000 per year plus $145/hour for exclusions And $185 per hour work billed third party

It was noted the City's current law firm is retained and has proposed at $48,000 per year and the exclusions are billed at $110 per hour. Additional work has averaged somewhat less than $20,000 per year over the retainer. Abatements and forfeitures are also covered under the current contract but would not be covered under the other two proposals. It was also noted that under the proposals of the two finalists, the City's expenditures for legal fees may increase $5,000 to $16,000 per year, an amount that would need to be added to future annual budgets.

Councilmember Backous noted in Mr. Couri's letter, he indicated he thought the current law firm was behind, and he would like to better understand the intent of that statement. He asked whether support staff is covered in the retainer.

City Administrator Ulrich stated a dollar amount is included for paralegal and secretarial assistance and the larger firm would have more staff to cover that work.

Councilmember Backous asked if that support staff would be dedicated to Ramsey.

City Administrator Ulrich stated he was unsure and added a question to address that issue.

Councilmember Kuzma stated it was indicated that Couri & Ruppe represent the City of Nowthen and even though it was indicated there would be no conflicts, he would like a question to touch upon that issue.

City Administrator Ulrich agreed, noting it may be a factor in the Council's decision. He stated he spoke to the Nowthen Clerk who indicated they had no issue with the firm also representing Ramsey. City Administrator Ulrich stated he called references and found both firms were top notch, and ranked in the 8-10 category in all cases. Both firms were found to be responsive, dedicated to municipal law, and the difference is in RRM being significantly larger with eleven attorneys and Couri & Ruppe having two attorneys. City Administrator Ulrich stated both firms would do a good job with RRM's relevant experience being that of Lino Lakes and Couri & Ruppe's relevant experience being that of Albertville.

Councilmember Backous asked if both firms provided a list of clients.

City Administrator Ulrich stated each firm provided a list of about six clients. In addition, the Police Chief made contacts with Lino Lakes' staff. He stated it was mentioned that RRM does not spend a lot of time in Lino Lakes and does most of their work with e-mail and telephone correspondence. He stated they attend two to four Council meetings per year.

Councilmember Tossey arrived at 6:11 p.m.

Mayor Strommen noted that will be a change for the Council as well as staff in how they interact with the City Attorney and asked if that can be implemented.

City Administrator Ulrich stated both firms would hold regular office hours so staff can address issues with them at that time and in conference calls during non-office hours.

Each of the two finalist firms were asked the following questions and made the following responses:

COURI & RUPPE

Please describe how you arrived at the retainer amount given in your proposal and indication you felt the City was behind in legal work.

Mike Couri, Couri & Ruppe, stated he reviewed the 2012 billings to get a feel for the work being done and what was retainer. They determined what was paralegal and attorney work, the total billing for 2012, and the effective rate came out to roughly $142.50 per hour. He stated they had originally quoted $140.00 so they felt that was in the "ballpark." Mr. Couri stated he tells it like he sees it and they have followed the Randall, Goodrich & Haag firm at another city and learned they do things differently. In that case, his firm did more of a comprehensive approach and that client asked them to do more work than was previously being done as well as backup work that was not being done. Mr. Couri stated they estimated there will be 20-25% more work so they used 23% by $48,000 and arrived at $59,000. He stated he wants to quote a "real" figure and not have to come back and say it was not working out. They want to do the job right and will give a 100% commitment to get it done. Mr. Couri stated a lot of attorneys have the view to do the highest rate work first and prioritize clients by rate. His firm does not like that approach and did not quote a low rate that he thought was less than needed to get the work done. Mr. Couri stated Ramsey will be their top priority client and they want a long-term relationship that works for everybody.

What is an example of additional work you were required to do when following the Randall, Goodrich & Haag firm?

Mr. Couri explained there was a letter of credit with a bank and they jumped on Bankrate.com and realized the bank was in trouble. The prior firm called on the letter of credit and the bank said it would not pay it so the prior firm sent letters to the comptroller of the currency. Mr. Couri stated he suggested if you want the money, you better get it before the bank fails. They sued the bank, got a call within two days from their attorney, and got the money a week or two later. Mr. Couri explained this situation had languished for six months. Two months after they got the money, the bank failed. Mr. Couri stated his firm came in and did not wait for the administration to bring it up but looked at the issues and prioritized what had to get done.

What parts of the retainer, if any, would you recommend to be revised to give savings to the City?

Mr. Couri stated if they are wrong on the retainer amount, they would knock it back because their intent is to provide the service needed at a reasonable rate. He stated they will track their hours and show them on the monthly bill. Mr. Couri explained they did not have a good feel for the amount of work they would do. He stated they do not want to quote a rate over $140 but

there is an unknown factor. He indicated he does not think the City's work can be done for $48,000 a year. Mr. Couri stated he would guarantee that if at the end of any year Ramsey does not think they got the value of the retainer, the City Council can knock it back to $48,000. But, he thinks Ramsey wants to change attorneys because they do not think they are getting the value. He stated he is confident that Ramsey will be satisfied with their work and they will stand behind their numbers.

Please describe how you would provide coverage in absence of Mr. Couri and the secondary attorney. Who would be the back up? What do you have for support staff and paralegals?

Mr. Couri stated he has not anticipated being incapacitated, but he and his partner coordinate their schedules starting with vacation so they are never both out at the same time. If out of the office, they have cellular telephone service. However, this is a blessing as they both work as a team approach and are very involved with the client and knowledgeable with what is going on so either can answer questions. But, the down side is that there is not a third attorney. Mr. Couri stated in the past, they have had that person but found that third person generally cannot help with a specific matter but can only give a general answer.

Mr. Couri stated their support staff has been with them for 17 years, is a secretary/paralegal and well trained. But, she is not an attorney and does not practice law or do primary work but drafts documents and then he picks it up from there.

The City of Ramsey has worked with the same attorney and law firm since incorporation in the 1970s. What would you to do assure effective and seamless transition?

Mr. Couri stated he and his partner will be here for several weeks, on and off, with staff, ask to see what the legal issues are, and review the Charter and ordinances to gain familiarity. He stated the first month to month and a half they will be involved in that work, which is included in the retainer. Once they have a good understanding, the Council will tell them what they want the current attorney to finish and then his firm will start with the other matters. Mr. Couri noted the union attorney will continue with that work and they will make recommendations along the way.

What elements comprise a successful attorney/client relationship?

Mr. Couri stated it is trust, trust, trust, and they pride themselves on understanding the Council has been elected by its constituents to represent them and the last thing that should happen is the City Attorney impeding their work and that representation. Mr. Couri stated his firm's job is to give options and recommendations, tell it like it is, and then the Council makes the decision and he will then implement it with City staff. For the Council's best interest, they will not "sugarcoat" it and tell them what they need to hear, though diplomatic, about what the law says. Mr. Couri stated they will do that consistently so the Council has their trust.

In your proposal, you disclosed the conflict of representation with the City of Nowthen. Please address issues you may see and how potential conflicts would be handled.

Mr. Couri stated they did bring it out that they work with Nowthen, were one of the attorneys that incorporated Nowthen, and then represented them in 2010. Prior to that, they helped draft the Joint Powers Fire Agreement between Ramsey and Nowthen. Mr. Couri stated that is the only outstanding issue he is aware of as you can rule out annexations under current law since they are rare and not anticipated. Mr. Couri stated if there is an issue with Nowthen, they would step back and withdraw from both sides even though they could continue with both clients if both consented. Mr. Couri stated they want to represent Ramsey 100% so if a situation of conflict arises, they would withdraw from both sides and have Ramsey bring in other counsel.

Why do you believe your firm is the best firm to serve as Ramsey's City Attorney?

Mr. Couri stated their experience, as they have specialized in municipal law and 90% is city/town representation and the other 10% is private property owners in condemnation by the State or County. He stated he has been in this business for 22 years, seen a lot, and this is a business where experience matters. Mr. Couri stated he has attended more than 1,000 council meetings, to give a sense of his experience. He stated he understands the importance of a relationship with the Council and public, and you cannot teach that in law school. You either have it or you do not and it is not something you find in every attorney. Mr. Couri stated he believes they are the best firm because of their breadth of experience. Secondly, they will work until they get the job done no matter if it is day, night, or weekend. Mr. Couri stated his partner has 12-13 years of municipal experience and 10 years of litigation experience before that. Neither are unfamiliar with work nor shy wallflowers and will be there front and center whether an adversarial situation or one with residents. Mr. Couri stated their firm has long-term relationships with clients with the longest municipal relationship being 22 years

Mayor Strommen asked Mr. Couri if he had questions for the Council.

Mr. Couri stated they are resourceful and have looked at Ramsey's agendas/agenda packets and know the Ratwik, Roszak & Maloney firm has proposed a $48,000 retainer. He stated he does not think, in the long run, that is enough to get the job done. He noted that Ratwik, Roszak & Maloney also represents the City of Red Wing that has a population of 17,000 and a similar retainer agreement. Mr. Couri stated he does not know the scope of that work but that retainer is $113,000 per year. He noted their proposal for a $48,000 retainer is 40% of that (the Red Wing retainer) and from his experience, you cannot work at 40% of the rate long term and have the client and attorney happy without increasing the rate. Mr. Couri stated he could have quoted that figure and dealt with it later, but that is not their style. He stated he is happy to bring down the number if they find the work is not the level they think it will be. Mr. Couri stated he thinks they are the lowest priced qualified attorney rate wise, and cheaper than the current City Attorney and the Ratwik, Roszak & Maloney firm. He stated he would love to represent Ramsey and would give "both barrels." He stated he looks forward to establishing a long-term relationship where Ramsey is comfortable calling and vice versa. Mr. Couri stated it is only 19 miles from his office to City Hall. He thanked Ramsey for both opportunities to meet with the Council and noted if he cannot advocate for himself, he cannot advocate for his clients. He assured Ramsey that they will see that same level.

Mayor Strommen thanked Mr. Couri for attending a second round of questions.

RATWIK, ROSZAK & MALONEY

Please describe how you arrived at the retainer amount given in your proposal.

Joe Langel, Ratwik, Roszak & Maloney (RRM), stated the retainer is the same amount as proposed by the current attorney. He explained they looked at the hours, meetings, and information available on line and think, given the work involved, they can do it within that dollar figure. He noted the City usually asks for a four-year retainer and while it is tough to do that, they could do it for a couple of years and see where they are at. He explained that retainers are tricky because while you can know what the last person was doing, they may do it differently. Mr. Langel stated they are concerned with doing it timely, which may require putting more people on it and spending more time. Mr. Langel stated he thinks they are good at $48,000.

Why is your retainer for Red Wing quite a bit higher than proposed for Ramsey?

Mr. Langel stated he and Mr. Quiring are not involved in negotiating that retainer and for whatever reason, Red Wing is a high consumer of legal services. He explained their effective rate on that client was pretty low even though the retainer amount was high, noting Red Wing has a lot of unique challenges, such as a Port Authority, a nuclear plant, and an airport across the river in Wisconsin. Mr. Langel stated Red Wing consumes a lot of legal services and that retainer is a lot higher than being proposed in Ramsey because their staff calls for everything.

Mr. Langel stated with Lino Lakes, which has a larger population than Red Wing, would be more in common with Ramsey. He noted cities like Ramsey and Lino Lakes have professional staff and do not need to be "babysat" by a lawyer. Mr. Langel stated he is not concerned with the discrepancy in the Red Wing retainer.

What parts of the retainer, if any, would you recommend to be revised to give savings to the City?

Mr. Langel stated it will always cost the most to have an attorney attend meetings. In Lino Lakes, they started getting away from having the City Attorney attend Council meetings to save money but a lot depends on staff's level of comfort. He acknowledged that a face-to-face discussion is different than a telephone call and more can be accomplished. Mr. Langel stated he spoke with Lino Lakes about attending staff meetings every once in a while because there is a lot "hanging in the air." He had suggested attending on a monthly basis to get everyone on the same page. Mr. Langel stated you have to "play it by ear" but that is the single biggest issue that could result in savings. He reviewed the list of Ramsey meetings they are expected to attend in addition to having office hours.

Mr. Langel stated from the current retainer, they did not make a distinction in personnel issues that go more than three hours. In addition, legal research and opinions that go beyond eight hours are also in the retainer.

Please describe how you would provide coverage in absence of Mr. Langel and the secondary attorney. Who would be the back up? What do you have for support staff and paralegals?

Mr. Langel stated he would be primary, Eric Quiring would be secondary, and there is no conflict with their meeting schedules in Ramsey. He stated it does not come up that often when there would be a conflict. Mr. Langel stated they do not put out an RFP unless they know they have the time to take care of the client and provide quality service, not just service. He stated they get nervous if they are so busy they cannot keep track of things. Mr. Langel stated he and Mr. Quiring have talked about the anticipated load and feel comfortable in being able to take on Ramsey's work. Mr. Langel assured the Council there would be backup at all times. Beyond that, they have two attorneys with municipal experience and plenty of depth in the event the two of them are not available. He stated that would be rare and he does not see it as an issue

Mr. Langel stated their support staff has been with the firm for 20+ years and is extremely efficient and talented and can handle all the paralegal work. He stated the firm is taking on additional secretaries because they anticipate adding attorneys so more support staff will be needed.

The City of Ramsey has worked with the same attorney and law firm since incorporation in the 1970s. What would you to do assure effective and seamless transition?

Mr. Langel stated it is important that they meet with staff to get on the same page on pending issues, what nasty things are going on, and those types of things and that is part of the retainer. In addition, they offer to meet with the former attorney to work through his files but sometimes that offer is not taken up. Mr. Langel stated if possible, it can be very helpful and especially if there is an ongoing and contentious issue. They do not charge for that kind of thing, as it is part of the transition and making it easier. Mr. Langel stated they need to get and review open files from current counsel and open their own files, which is part of the retainer.

What elements comprise a successful attorney/client relationship?

Mr. Langel stated communication is the most important of all as to expectations, timelines, what the risks and benefits are to a certain course of action. Secondarily, it is timeliness. He stated they are acutely aware that municipalities have expectations about when things need to be responded to and a lot of times, it is the same day or within 24 hours and if not that quickly, they have that discussion up front to tell them what it will take.

Mr. Langel stated competency and experience are also very important and they have been doing this for a long time and all they do is municipal law so they have that "base" covered. He noted the City has probably contacted their references and heard the same.

Why do you believe your firm is the best firm to serve as Ramsey's City Attorney?

Mr. Langel stated it encompasses everything they have been talking bout. They are a specialty niche firm and that is how it started out 26 years ago. All they do is municipal work, it is 99% of their billings, and they do not represent developers or people who want trust work. RRM is very

good at municipal work because it is what they do and it interests them. Mr. Langel stated he went to law school to be a private attorney in municipal work. Their clientele is narrow, municipalities, but what they do for them is pretty broad and encompasses most everything except bond counsel. RRM has twelve attorneys and it is important for Ramsey, as it is no longer a small town, to have a law firm that can handle the breadth of issues that it will face going into the future. RRM also has depth so they can get things done and do that in a timely manner.

Mayor Strommen asked Mr. Langel if he had questions for the Council.

Mr. Langel stated they have talked about the retainer, what it includes, and explained their idea was to include everything except what was excluded. Office hours are included in the retainer. He felt it would make sense to have the retainer go for a couple of years and then have a discussion of the hours. Mr. Langel stated he does not have a contract with any of his cities, as he did not feel it was necessary because if the relationship is not working the City should be free to part ways. He stated they try to be flexible with their clients and their relationship with clients is important. Mr. Langel stated if the City wants a written contract with a specific retainer amount, they will agree. Or, if the City decides to make a change and reduce things then they will talk about it and come up with a new amount. He stated they are not that hard to get along with. Mr. Langel stated the question is what they can do to be Ramsey's lawyer because his firm will do a great job for the City. He offered to answer questions or provide more information to get their firm to that point.

Mayor Strommen thanked Messrs. Langel and Quiring for attending a second round of questions.

Mayor Strommen then turned the discussion to the Council for questions and comments.

Councilmember LeTourneau stated both firms are competent and good firms and it is a difficult decision. He stated he was originally concerned about the smaller size of the Couri & Ruppe firm but after tonight, he does not have as much of an issue about that.

Councilmember Riley stated he sees the world in numbers and one of the differences is what they anticipate for work. He noted the Randall, Goodrich & Haag retainer divide is 336 hours of work and Couri & Ruppe has a higher rate at 421 hours so a similar amount of work is anticipated. The RRM proposal is for 331 hours so they are anticipating less work. Councilmember Riley stated that is the difference and Mr. Couri stated he is anticipating more work than the City has been getting, which may not be doing himself any favors.

Councilmember Kuzma stated he likes the demeanor of the Couri & Ruppe firm and got the impression they would back off the retainer, to some degree, if the workload is not as heavy as anticipated. Councilmember Kuzma stated he likes that they are "sticking to their guns" in what it will take and since Ramsey has had issues, that may be part of their judgment call.

Councilmember Tossey stated there is courage for the Ramsey Council to consider changing legal firms from the firm the City has had since its incorporation. He stated both finalist firms are awesome and he appreciates Councilmember Riley's comment on the numbers.

Councilmember Tossey stated he had more concerns with Mr. Couri going into this, than now. Councilmember Tossey stated Anoka County is odd and there have been a lot of issues. He noted that Mr. Couri practices in Anoka County but Mr. Langel is from Hennepin County. Councilmember Tossey stated he wants an attorney who is outside of Anoka County.

Mayor Strommen noted Mr. Langel's firm also represents Lino Lakes, which is in Anoka County.

Councilmember Tossey stated Red Wing does have a lot of problems with sand mining and windmills so he understands why it consumes a lot of legal services. He stated he could "flip a coin" because both are good firms.

Councilmember Backous stated if you look at the Couri & Ruppe retainer, it is 60% of that amount so he would ask, what is the difference. He stated before tonight he supported Mr. Couri who presented his case very well, which says a lot about who to hire. Councilmember Backous stated Mr. Couri did a good job of pulling him to the very center but the tie breaker is the shear size and resources that RRM has, the number of attorney and that the firm will have experience in everything Ramsey faces, more so than a two-attorney firm. RRM also has more support staff and since all have lives and vacation and families, the more resources the better. Councilmember Backous stated he does not know if the retainer is the right amount as Ramsey has used the same firm for decades, so it will be trial and error. He stated he appreciates the honesty of both saying they do not know if their retainer is the right amount and all need to be flexible. Councilmember Backous stated these are the most important contractors that the City has available and the City needs competent attorneys that are not afraid to "go to bat," be tough, and even be tough with the Council, when needed. He stated he supports RRM because of the size of the firm and available resources.

Mayor Strommen stated this is the first time in a long time the City has made a decision on attorneys so it should not be an easy one. It is a big decision, which is part of the struggle. She stated she feels good that either firm would serve the City very well and she sees pros and cons on both sides. Mayor Strommen noted the higher retainer has the lower hourly rate and it came to a difference of approach in using the current retainer and adjusting in a couple years compared to thinking there were not enough hours presently, starting higher, and then seeing if it needed to be adjusted downward. Mayor Strommen agreed with Councilmember Backous that having a bigger firm with extra support is beneficial; however, there would still be only several attorneys that would be familiar with the issues in Ramsey. She noted that was the case made by Mr. Couri, that only one to two attorneys would be familiar. Mayor Strommen stated she was impressed with Mr. Couri's attention in dissecting the billings and reviewing the meeting minutes and explaining how he determined the retainer, showing service orientation already.

Councilmember Kuzma stated he likes Mr. Couri's demeanor but also thinks that RRM will do a good job. But he would ask, "Who do you want to go into battle with, if needed. Councilmember Kuzma stated he thinks Mr. Couri had a stronger demeanor do go into a fight.

Councilmember Backous noted RRM said the City does not need the attorney at Council meetings and he would agree with that, which may have been factored into that firm's retainer

amount. He stated Mr. Couri mentioned he assumed the City was making a change because it was not getting value. Councilmember Backous stated he does not agree with that assumption because he thinks the City is getting great value from Randall, Goodrich & Haag. However, it was more that he felt Randall, Goodrich & Haag do not have the resources to deal with the items the City is now addressing.

Councilmember Riley stated regardless of the firm selected, neither wanted the retainer and both said they would be flexible and that lower hours would equal a lower bill. He stated the Council needs to decide if the City Attorney needs to attend meetings and if the City should get away from a retainer. He noted Mr. Couri said Ramsey would be a top priority client, which is important for him. Also, with the transition, Mr. Couri took ownership of the City and indicated he and his partner would be here to review everything and talk with everyone. Councilmember Riley noted Mr. Langel said they would meet with staff and figure out what is going on. He stated both firms are qualified but he leans towards Couri & Ruppe.

Councilmember LeTourneau stated when asked about a successful relationship, Mr. Couri said "trust" three times which is important but Mr. Langel answered it was about measurable outcomes and clear focus. Councilmember LeTourneau stated the RRM firm said they are a specialty firm and concentrate on what they do best. In addition, Mr. Langel talked about communication and expanded it to identify what your expectations are, which he found to be amazing. Councilmember LeTourneau noted Mr. Langel stated RRM is successful because they know expectations and timeliness and outcome, which speaks to process. He stated if RRM was that deliberate in how they do their work, to lay out that type of process, he was impressed and it makes a big difference to him.

Councilmember Backous stated to him it comes down to the reasons he wanted to make a change. If going with Mr. Couri, he felt it was going to the same thing, as he does not see a lot of difference. Councilmember Backous stated if the Council supports Mr. Couri, he would not have supported changing from Randall, Goodrich & Haag. He stated both firms are successful but Couri & Ruppe is a small firm, and the Council does not know of their succession plan should one partner retire. With a larger firm, there is a succession plan and other lawyers are coming up. Councilmember Backous stated that is why he does not think it is the right action to go with Couri & Ruppe.

Mayor Strommen stated one concern with Couri & Ruppe is their relationship with Nowthen, noting there is already a Joint Powers Agreement between the two and a joint services discussion is occurring. She asked whether there are other issues on the horizon that could come up.

City Administrator Ulrich stated the five-city joint service agreement is an issue coming up and long-term there are potential issues with border development/roads. He noted that possibly, very long-term, could be an issue with annexations if Ramsey can provide services.

Mayor Strommen asked for staff's perspective.

City Administrator Ulrich stated Couri & Ruppe presents a closer relationship with a bigger presence at City Hall, more "boots on the ground," and their experience with land use is good.

He stated in Lino Lakes, it is more of a corporate law firm approach, noting Lino Lakes paid $35,000 per year so they have cut back the number of hours and put more onus on staff to address legal issues. City Administrator Ulrich stated Ramsey has professional staff that can handle a lot of that but Couri & Ruppe may be a better working relationship. He stated Mr. Couri bringing up the Red Wing issue against RRM may have been a good tactic but would have been questionable if RRM did not have a chance to respond. He agreed with comments that RRM has a bigger pool to draw from and could be used more for personnel issues since they do not exclude personnel issues over three hours. City Administrator Ulrich stated dollar for dollar, it will be cheaper to go with RRM but it is a different level of service and relationship in not being as close.

City Clerk Thieling stated both firms are very personable. She found Mr. Couri to be more staff oriented as far as "I'm here if you need me." City Clerk Thieling stated Mr. Langel indicated along the lines of "there are things you can figure out because you know what you are doing," showing confidence in staff. She stated in dealing with both over the past couple of weeks, she likes them both.

Development Services Manager Gladhill stated if price was not a consideration, he would lean towards Mr. Couri but he had not thought about the comment of Councilmember Backous relating to the reason for making the change so he is now leaning away from Couri & Ruppe but remains in the middle.

Councilmember Tossey stated he supports RRM but that is not a slight on Couri & Ruppe. He noted Councilmember Backous pushed him more toward RRM in saying if the Council wanted a Couri & Ruppe type of firm, it should have stayed with Randall, Goodrich & Haag for civil work. He stated he thinks RRM will provide the type of firm the City needs for the future.

Councilmember Backous stated he understands that everyone likes Randall, Goodrich & Haag but the City needs someone to "go to bat" for the City and stand before the judge on the City's behalf.

Mayor Strommen stated the City needs someone it can talk to, trust, and if needed, "go to bat."

Councilmember LeTourneau stated the City can work with either firm, they were similar in that regard.

City Administrator Ulrich noted the references all stated both were trusted firms, personable, and represented their city well.

Mayor Strommen stated tonight's conversation shows this is a tough decision, the two firms are very close, but a slight preference for RRM has been voiced, primarily because it is a different type of firm than the City has had. She found there are pros and cons for both.

Councilmember LeTourneau agreed that there is consensus supporting RRM.

Mayor Strommen stated she is comfortable with either firm.

Councilmember Riley stated it will be important to review the retainer in one year's time.

Mayor Strommen stated she would recommend the attorney attend meetings during the transition period so they can learn of the Council's needs, perceptions, and questions and the Council can build that relationship.

Councilmember LeTourneau asked all to remember that during the transition, the Council will determine its expectations. He thinks there is opportunity to not have as much legal representation, noting the City has professional staff.

City Administrator Ulrich stated the Police Chief is concerned that forfeitures and abatements are not included in the retainer. With forfeitures, under the current arrangement, the City pays per hour but the standard is that they get 30% on value of forfeiture. The Police Chief wants to continue the current process for an hourly basis instead of going with a percentage.

Councilmember Riley stated forfeitures were on the prosecution side of the contract so that was not covered with the firms that offered only civil work.

City Administrator Ulrich stated staff will work that out.

2.02: Conflict of Interest Policy and Disclosure Form

Human Resources Manager Lasher reviewed the staff report and Guiding Principles for elected officials, appointed Commission members, and staff.

Mayor Strommen stated the Council did a Code of Conduct during the strategic planning process but she did not see a Conflict of Interest Policy as being tied together.

Human Resources Manager Lasher stated they are somewhat related and in actual practice they can be. However, the two can be separated if the Council desires. She referenced the League of Minnesota Cities policy relating to the Code of Conduct and indicated that language does tie them together.

Mayor Strommen stated the Council did a Code of Conduct and Guiding Principals during the strategic planning process so it only needs to define how to deal with conflicts of interest.

Human Resources Manager Lasher stated the Personnel Policy can be lengthy and to have a three-page section specifically to this can be long for that Policy but she is open to the Council's preference.

City Administrator Ulrich stated the main focus of the document is that it calls for disclosure at different levels including Statutory, level of interest/allegiance, and that it should be disclosed during discussion so decision makers are aware of the issue. In that way, everyone would know of the potential conflict and a determination can be made whether to still participate in the discussion.

Councilmember LeTourneau asked if the body of work being proposed is around the issue of how to deal with conflict of interest, not the Code of Conduct or values.

Human Resources Manager Lasher stated that is the emphasis and other cities and the League have tied them together as somewhat related but the emphasis of this case is to identify real or perceived conflicts of interest and how to deal with such conflicts. She stated she spoke with the League of Minnesota Cities Human Resources and Susan Hansen of Madden, Galanter, and Hansen, LLP (the City's employment law attorney) both expressed it is critical from an employment perspective that terms and conditions of City employment remain unchanged and that conditions/circumstances that may exist be evaluated cautiously. Human Resources Manager Lasher recommended the City Attorney review the language to assure those concerns are addressed. She presented staff's recommendation to consider the best approach to protect the City against conflicts of interest while maintaining rights to privacy and adhering to all State and Federal laws. She stated the City Conflict of Interest Policy was reviewed by City Attorney Goodrich who made suggested revisions as shown in the document.

Councilmember Riley asked if the League of Minnesota Cities already defines this and has sample policies the City can use.

Human Resources Manager Lasher stated that is correct, as well as the policy being written in a value statement format. She stated she is comfortable with the information from the League.

City Administrator Ulrich stated the value of the League's information is that it has been run past their legal staff and they have a template Code of Conduct.

Mayor Strommen asked about the Conflict of Interest Policy from the League. She noted there are two different pieces but the Ramsey Code of Conduct was done with the strategic plan and it can be discussed if it should be imbedded in Ramsey's Personnel Policy. Mayor Strommen stated the questions are: when a potential issue arises, how is it disclosed, to whom is it disclosed, does it have to be disclosed to the Council's colleagues, and how is it decided whether it is a conflict of interest. She asked what is the process and how is a decision made, noting that is not included in the League information.

Councilmember Tossey stated the Council may not be the best authority to implement this because there is nothing you can do to an elected official outside of what the Statute or Charter indicates. He suggested this matter (conflict of interest) be discussed by the Charter Commission, noting they are not elected officials but appointed by a judge.

Councilmember Riley stated that feels almost like amending the Constitution to make a law. He asked if this needs to be a City of Ramsey policy or can the Council adopt what the League already has laid out for Ramsey.

Mayor Strommen stated the information provided does not mention a Conflict of Interest Policy.

Councilmember Riley asked if Ramsey can adopt language as defined by the League.

Mayor Strommen stated the League may have a suggested process but it has to be the decision of Ramsey.

Human Resources Manager Lasher noted the last page of the League's Official Conflict of Interest document addresses a complaint and hearing process.

Mayor Strommen noted that is for after-the-fact but the Council needs to address the process prior and how to disclose a potential conflict of interest.

City Administrator Ulrich stated the prepared document does say there is a responsibility to disclose; however, that should be done up front in the process, and if not you are in violation. He explained the City cannot infringe on the rights of employment.

Mayor Strommen stated having "teeth" without a process that all know would be pointless.

Councilmember Tossey stated the process is being offered but not what is an actual violation such as where is the line and when is it crossed. He noted the League is offering language on how to file a complaint or make an allegation. But, the Council wants to know at what point they need to come forward and declare a conflict. He noted when the union contract for Police Officers came forward, he felt it may have been a conflict so he discussed it with his lawyer and the City Attorney. Both said it was not a conflict but he still withdrew from the vote even though he was not part of that same union.

Councilmember Backous stated there are varying degrees of conflict and in some cases, it may be argued you could financially benefit which is a statutory conflict of interest so the Charter Commission does not need to address that issue. However, it comes down to personal common sense and he would ask where the "teeth" on that are. He stated an example is if his brother-in-law has a real estate company and buys property in Ramsey, noting he could legally vote on that because he would not personally benefit financially but ethically, in his mind, he should step away. Councilmember Backous stated it is not what is already laid out in the law, but the ethics of the situation and being open and transparent.

Councilmember Tossey stated in that example, the City could do nothing to Councilmember Backous to hold him accountable should he have voted on his brother-in-law's project except to bring it up during his reelection campaign.

Councilmember LeTourneau stated with the initiative of "A New Day – A New Beginning" and wanting something to address conflict of interest, he looked at the draft included in the case. He noted that under Tier 2, it addresses indirect conflict and calls out categories and the level it should be scrutinized. He asked if this document should be further developed to assure all are accountable.

Mayor Strommen agreed this is along the lines of what she had in mind but she was confused with the value-based League document and what staff's recommendation was to bring them together.

Councilmember Riley stated this document is doing what the Council intended. He noted the League's document is 40 pages long and does cover violations, related laws and punishments, and defines processes to follow. He asked if the Council wants to adopt something like the League document.

City Administrator Ulrich stated part of the Code of Conduct covers transparency and the level of transparency the Council wants. He stated even if a conflict is known, without statutory backing, the Council would not have the authority to prevent participation.

Mayor Strommen pointed out that if no one is aware of the conflict, that discussion would not occur. She stated some of the League language could be adopted by reference but that would not be a City of Ramsey Policy. She felt the process and expectations in the City of Ramsey need to be included, what the Council can expect from each other, and what the public can expect when there is a conflict.

Human Resources Manager Lasher stated this is a complex issue and in talking with City Attorney Goodrich, he referred to the League's value based statement. She noted facilitator Anita Duckor's draft identifies procedures with conflicts of Councilmembers, staff, and when there is doubt to refer the issue to the City Attorney.

Councilmember Kuzma stated during his League training, they were specific about conflict of interest, penalties, and to not do it. He stated in his short tenure on the Council, any time there has been a remote possibility of conflict, he has passed.

Mayor Strommen agreed the statutory definition of conflict of interest is narrow and relates to financial gain. She asked if the Council wants to stick with that narrow definition or also address perception and ethical conflicts, which can cause stress for the Council and community. She stated it is difficult to draw hard lines because it depends on the situation and relationship. She asked if a member can raise his/her hand and disclose the relationship that may be a conflict and have that discussion or whether it is all right for that member to vote or to get a legal opinion.

Councilmember LeTourneau stated this document is a great start and proposed staff conduct further vetting and then bring it back for the Council's consideration.

Mayor Strommen added that the Council should also spend time reviewing the document and if there are specific issues, to address them as the City Council also needs to "own" this document.

Councilmember Riley asked if there had been comment or a preference by City Attorney Goodrich.

Human Resources Manager Lasher stated City Attorney Goodrich had mentioned the drafted policy was "long and fuzzy" and the League has better material.

Mayor Strommen suggested staff use the League's Conflict of Interest Policy and marry the two for future consideration.

Human Resources Manager Lasher noted the Bloomington policy contains a conflict of interest section from the employee's perspective.

Mayor Strommen stated the "fuzzy" conflicts also need to be addressed and a process determined in how to disclose that conflict and put it on the table. She asked staff to find out if City Attorney Goodrich knows of other policies addressing that issue.

City Administrator Ulrich stated the attorney deals with the law but the Council may want to deviate into the ethics area so the City Attorney may not be as much help to craft the process rules.

Mayor Strommen stated she is surprised that other cities have not tackled the process for "fuzzy" conflicts of interest.

City Administrator Ulrich stated staff will conduct further research to find other examples.

Councilmember Tossey stated there may not be other examples because it is already defined in Statute. He asked whether a former Council had established a Code of Conflict that was not part of the Charter and had no "teeth." He stated he wants something that has authority because otherwise it means nothing.

Councilmember LeTourneau stated a new Council may see things differently so such a policy may not live beyond the current membership.

Councilmember Tossey agreed they are self-regulated rules but when a new Council is seated, he wants the new Council to hold to the same rules and ethics. That is why he wants it put into the Charter, so it has some "teeth" for enforcement.

Councilmember LeTourneau stated if the document has enough significance to have cultural significance, then it will become part of the DNA of this organization.

Councilmember Backous stated he is skeptical whether the Charter Commission can draft a document that covers all situations because of the wide variety that can arise. But, he thinks it is worthwhile for the Charter Commission to discuss it.

Mayor Strommen suggested staff ask whether the League and/or State has any other policy language, and schedule this discussion for a future Council Work Session with the documentation provided in advance so the Council has time to review the language and determine if it supports the concepts.

Councilmember Backous stated he would like a Charter Commission review before too much work is done on the front end. He stated the Council is trying to take the Statute conflict of interest laws and make it more restrictive; however, everyone has different ethics and the only way to make it enforceable is to have the Charter Commission review it. He agreed that in the

future with a new majority, this policy could "go out the window" so he would ask if it is worth the effort.

Councilmember Tossey stated the League document already exists and the Council needs the political will to put in some "teeth," which can be provided by the Charter.

Mayor Strommen asked how the "teeth" can be included if there are no current policy and procedures in place.

Councilmember Tossey stated in 1997 and again in 2002, the Ramsey Council addressed this same issue.

Mayor Strommen asked if that addressed a conflict with a family member or perceived conflict of interest, noting it does not lay out the process to declare a conflict.

Councilmember LeTourneau stated all this is to provide transparency and whether there is a big enough consequence is not the point. The point is to provide transparency and have a process of which the public is aware.

Councilmember Tossey stated the process is dependent on whether all on the Council decide to be strong links in the chain and if there is a weak link and it is not a statutory defined conflict, then there is nothing the Council can do. Councilmember Tossey noted if a member does not like what another member does they can cast allegations, make it political, and bring that to the public, but he would ask, what if it is an honest mistake.

Councilmember LeTourneau stated he supports a process that is proactive, not reactive.

Mayor Strommen agreed and noted it relates to creating a process to have a discussion and disclose a conflict.

Councilmember Tossey stated all want the Council to have a team approach but often times it is thought that an outside influence may be impacting the vote instead of the Councilmember considering what is good for constituents. He stated he does not want to "reinvent the wheel" but wants there to be "teeth" for enforcement.

Councilmember Kuzma stated if he feels he has a conflict, he will bring it up before the Council and talk about it. If the Council finds it to be a problem, he will recuse himself from the vote. He explained he has already had situations where someone wants him to print something or give him a bid but if he feels it can be an issue, he passes on it.

Councilmember Backous asked whether all agreed to have the Charter Commission review this.

Mayor Strommen stated she is not in agreement with that review.

Councilmember Backous asked if the Council wants all of the work completed prior to a review by the Charter Commission.

Mayor Strommen asked whether the goal is transparency or having punitive restrictions. She stated for her, it is about transparency and if that is the issue, it does not need to be addressed by the Charter Commission. Mayor Strommen stated she is not opposed to investigating whether there should be enforcement as a separate tract.

Councilmember Backous stated the Charter Commission sets its own agenda and can decide whether or not it wants to review this topic. He noted this would provide a forum for public dialogue but he agrees it needs "teeth" to a certain extent.

Councilmember Tossey stated concern that it will fall into the same trap when a government does not enforce one law, it creates another law. He stated he will not be part of a rule that has no "teeth" or substance.

Mayor Strommen stated the Council was not clear in what it wanted and there is some interest around transparency and other interest around enforcement. She asked if any are interested in forwarding the transparency aspect.

Councilmember LeTourneau stated this came up during strategic planning and was on the list of tasks to be accomplished so it had value from that exercise. He stated he sees it as bringing a method/tool for transparency and he would like it to be looked at through that lens, whether it would bring more value to create a methodology that is more transparent and communicate better to constituents/stakeholders. Councilmember LeTourneau felt that at some point, if the tool becomes extremely valuable, he would then support including another entity and putting it in a permanent position in the organization. However, he preferred to try it first.

Councilmember Backous stated this effort is reasonable and worthwhile.

Councilmember Riley stated transparency and having a process is a good start.

Councilmember Kuzma agreed.

Councilmember Tossey stated he is willing to give it some time but not for Tuesday after Tuesday and spinning the wheels.

City Administrator Ulrich stated staff will revise the document, noting the Charter does not need "teeth" to remove someone from office but even mentioning it in the Charter shows it is important to the community to annually adopt a Code of Conduct. He stated this will be scheduled for discussion at a future Work Session.

Mayor Strommen stated this is not uncommon in nonprofit, corporate, or at the State level and she will share some samples for staff to review.

2.03: Council Committee Utilization

City Administrator Ulrich reviewed the staff report and current Council Committee structure that allows staff to bring forward items for discussion/recommendation followed by formal Council action under the Consent Agenda. It also allows items to be brought forward to the Council that same evening, if time is of the essence. He noted the most active committee is the Public Works Committee, then the Personnel Committee followed by the Finance Committee. He stated the Public Works Committee has more active audience participation to resolve neighborhood issues related to streets and utilities and that saves time for the Council as a whole. He explained that during strategic planning sessions, the Council discussed streamlining processes and holding fewer meetings. City Administrator Ulrich explained that if time is of the essence, such as with Personnel Committee items recently, the case may be considered by the Committee and Council on the same evening.

Mayor Strommen asked the Council to identify where Committees add value.

Councilmember Tossey stated the Public Works Committee is very valuable but he does not see a lot of value in the Finance Committee because they do not meet that often and have not discussed labor contracts, as that has instead been considered by the Personnel Committee. He stated the Public Works Committee and Personnel Committee are very valuable as well as special purpose Committees (Happy Days).

Councilmember Backous stated with personnel, the issues come to the Committee when staff wants input. He stated he thinks the Committee structure is fine as long as they are not meeting just to meet, noting the Public Works Committee has canceled when there is nothing to discuss. He suggested holding Committee meetings as needed and asked about eliminating one of the Council Work Sessions each month.

Councilmember Kuzma stated he finds the Committees he serves on as being helpful in learning his job and he does not mind attending.

Councilmember Riley stated the Public Works Committee is a good use and while he is not on the Personnel Committee, he wants to hear what is being considered and discussed since it will be on an upcoming Consent Agenda. He stated he does not find the Personnel Committee to be as effective because he wants to attend those meetings anyway.

Councilmember LeTourneau stated he shares a similar story and likes to attend the Personnel Committee meetings so he knows what he is going on but trusts the membership to make the right decisions and have positive outcomes whether or not he is present. He stated if he did not like the Personnel Committee recommendation, he would pull it from the Consent Agenda.

Councilmember Riley stated the Finance Committee does not meet often because anything that involves spending money comes to the full Council.

Mayor Strommen asked if there is a nature of Personnel Committee cases the Council needs to hear and weigh in on. She noted that is why the Finance Committee has less of a role, the Council wanted to be part of that conversation and decision making process. Mayor Strommen

stated if people feel that way about Personnel Committee issues, it could be a different conversation.

Councilmember Backous noted there are also topics of investment and others that can be considered by the Finance Committee so he thinks it is important and he trusts staff and those members to make those decisions.

Mayor Strommen agreed and stated she had served on a more active Finance Committee. She suggested that Committee could discuss and make recommendation on alternate sources of revenue and what is going on with Local Government Aid.

City Administrator Ulrich stated one of the issues with the road reconstruction effort is largely a financial issue and the Finance Committee and/or Public Works Committee could weigh in on that, or it may be a big enough issue that it needs to be addressed by the Council as a whole. He stated the Finance Committee can be more proactive with financing recommendations, to review and report on what is occurring with the budget, and tracking investments. City Administrator Ulrich stated if there is consensus to eliminate one Work Session per month it would be best to eliminate the first Tuesday Work Session and hold Public Works and other Committee meetings on the third Tuesdays.

Councilmember Backous asked if the City's involvement in the Lower Rum River Watershed Management Organization (LRRWMO) can be discussed at a Work Session. He stated he has concern that Ramsey has one vote in four but pays 49% of the budget and can easily get out voted and be required to fund 49% of the project.

City Administrator Ulrich stated the LRRWMO Joint Powers Agreement, Rum River Dam project, and whether to contribute to Anoka's grant application are also matters of related discussion.

The consensus of the Council was to schedule LRRWMO related topics for discussion at a future Work Session.

Mayor Strommen stated she thinks the Committee structure is working well, all are participating, and if there is nothing on the agenda there is no need to hold the meeting. She supported eliminating one Council Work Session per month.

City Administrator Ulrich asked if there is interest in changing the start of the Committee meetings to a morning time.

Following discussion, consensus was reached that the evening meeting time is best to assure transparency as well as member and resident participation.

Mayor Strommen stated the Highway 10 Ad Hoc and Landform Committees have worked well to address topics not under the prevue of an established Committee as it preserves Committee time for their topics.

Human Resources Manager Lasher asked for more discussion on the Personnel Committee. She stated from a process improvement standpoint and in making Personnel actions timelier, she would like the Personnel Committee meeting to be followed by action the same evening. Human Resources Manager Lasher noted that otherwise, it can add a month between authorization to recruit and authorization to hire.

Councilmember Tossey stated he would support same evening consideration with some issues like taking someone off probation but if it involves a funding increase, he thinks it should not be considered on that same night's Consent Agenda. He stated he wants the Personnel Committee to have that ability to determine if the hiring or promotion is needed and also have the ability for the full Council to review those meeting minutes prior to being asked to make a decision.

Mayor Strommen noted one solution if it needs to go before the Council the same night is to place it on the agenda as a regular item with a staff report presented. She stated that could be the case for any Committee item that is considered by the Council on the same evening.

Councilmember Tossey stated he supports that suggestion.

The consensus of the Council was to make no change at this time to the Committee structure, to consider same night Committee items as a regular agenda item (not on the Consent Agenda), and to eliminate the Council Work Session held on the first Tuesday of the month.

3. FUTURE TOPICS FOR DISCUSSION

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

City Administrator Ulrich provided an update on on-going projects and staff work.

Development Services Manager Gladhill reported that Building Official Lee Gladitsch took a job with the City of St. Cloud and his last day will be June 1, 2013.

Human Resources Manager Lasher stated the Economic Development Director position is posted and advertised. So far, three individuals have submitted applications and the first review date is June 10, 2013.

Mayor Strommen noted there was a nice article on the momentum building around the Highway 10/Armstrong Boulevard interchange project and other positive steps.

City Administrator Ulrich stated he will include that information in the *Weekly Update*.

City Administrator Ulrich indicated that Eric Hagen will be the new reporter for the *Anoka County Union* newspaper.

5. ADJOURNMENT

Mayor Strommen declared the Work Session of the City Council adjourned at 8:56 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, June 11, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Mayor Sarah Strommen Councilmember Randy Backous Councilmember Mark Kuzma Councilmember John LeTourneau Councilmember Chris Riley Councilmember Jason Tossey (arrived at 6:37 p.m.)
Also Present:	City Administrator Kurtis Ulrich Parks and Assistant Public Works Superintendent Mark Riverblood Public Works Superintendent Grant Riemer Development Services Manager Timothy Gladhill City Engineer Bruce Westby Assistant to the City Administrator Patrick Brama

1. CALL TO ORDER

Mayor Strommen called the City Council Work Session to order at 5:35 p.m.

2. TOPICS FOR DISCUSSION

2.01: Authorize County HRA to Perform Economic Development Activities and Requesting / Allocating Funding from Anoka County Housing and Redevelopment Authority toward the Purchase of the Property at 6710 Highway 10 NW

City Administrator Ulrich reviewed the staff report and explained the Anoka County HRA program, noting the City had used this funding source for the Savannah Oaks project. He indicated the balance is almost one million dollars and growing by $220,000 each year. Staff is recommending the Council authorize staff to draft resolutions to authorize the Anoka County HRA to perform economic development activities and request allocating funds from Anoka County HRA toward the purchase of the property at 6710 Highway 10 NW at a purchase price of $361,000.

Karen Skepper, Anoka County Director of Community and Government Relations and Executive Director of the Anoka County HRA, stated in 2007 Anoka County was granted economic development authority powers and follows State general law, which requires the City to elect into an economic development program. She explained that Anoka County HRA does not levy Countywide so it uses the levy authority of an HRA and if the City requests to undertake economic development activities by resolution, the funds that have been accumulating can be

used. Currently, Ramsey is a member of the Anoka County HRA so the County can help with housing and limited redevelopment but not much with actual businesses. Should the City decide to opt into the Anoka County HRA for a project, it would be for a five-year term and after that, the City can decide if it wants to opt out. Ms. Skepper stated Ramsey has a large fund balance, the largest when compared to other Anoka County communities. She explained that to assure it is the desire of the City Council, it would have to make the request via resolution and indicate the dollar amount. Ms. Skepper described the types of projects that the Anoka County HRA currently funds and stated they have also been asked to provide a revolving fund program. She stated the intent was to serve only member communities but they found there were great businesses in communities that were not members so they decided to use their general funds to provide assistance to those businesses. Ms. Skepper stated Anoka County has now been authorized to hold the program for a second year on a more regional basis.

Councilmember Riley stated it sounds like a great program but it has been turned down before. He asked why people would turn this down.

Ms. Skepper stated she has wondered why some council members have not supported opting in as it does not increase a levy on the City's residents and creates economic development.

Councilmember Backous stated the resolution would last five years and asked if it automatically renews.

Ms. Skepper confirmed the City would have to take action to opt-out after five years. She stated they just completed five years and all cities remained and did not opt out.

Councilmember Backous asked if Ramsey opted out.

Ms. Skepper explained the HRA is a different body from the EDA. Anoka County chose to have an HRA with economic development powers and Ramsey is a member of that HRA so as long as there is debt service on Savannah Oaks, Ramsey does not have the ability to opt out.

Councilmember Backous asked if Ramsey's funds would be available in a revolving loan fund.

Ms. Skepper explained that would be at the decision of Ramsey but it has been the practice of Anoka County to create a fund for all dollars levied in each city and allow the use of those funds at the direction of that City Council. She stated CDBG funds may be used to start an Anoka County revolving loan fund program.

Councilmember Tossey asked if Ramsey opts in for economic development, can Ramsey simultaneously use the HRA or only economic development as a source of the funds.

Ms. Skepper explained that by adding economic development activities, Ramsey can then use almost $1 million for housing, redevelopment, or economic development at the decision of the Ramsey City Council.

Councilmember Tossey asked if it would be common to purchase a failing business for no reason.

Ms. Skepper stated that is a decision for the City Council. The Anoka County HRA Board approves the City's resolution and funding. She stated in the past 12 years, Anoka County HRA has only turned down one request because it was not eligible based on Statute.

City Administrator Ulrich asked if the City can reduce the levy to only cover the debt service of Savannah Oaks.

Ms. Skepper explained by State law, Anoka County can only levy one rate because it is throughout their area of operation and they have to assure that debt service on each individual senior housing building is served. They cannot levy a different amount in each city.

City Administrator Ulrich stated Anoka County has been cooperative and followed City requests as long as it met Statutes. He asked if the Anoka County HRA has the ability to utilize funds for a use the City does not agree with. He also asked if the City has the ability to veto such a project.

Ms. Skepper stated the HRA tax is a County tax. The County levies it for housing redevelopment purposes and follows the practice that the local officials should direct the use in their community. However, State law backs them that it is a County levy so they have the ultimate say over the use of the funds. Ms. Skepper stated she had posed that question and had been told there is no intent to change the current practice but there is no way to determine what a future elected body would do.

Councilmember Backous asked how the City's balance of $900,000 is tied with the Savannah Oaks project. He noted the City is levying to cover that project and as long as there is debt service, there is a levy. He asked why Ramsey has to enter into a new five-year agreement to get out dollars that were levied against the City's residents.

Ms. Skepper explained that at the beginning of any economic development, in order to sell the bonds, there has to be a debt service pledge. Anoka County has pledged the County HRA levy as the primary support to pay off those bonds. In the case of Savannah Oaks, it was successful from the beginning so they do not have to draw from the levy but the pledge must remain in case rents do not cover the operating costs of the building.

Councilmember Backous stated the money is already sitting there so his concern is having to enter into a new five-year agreement and levy residents.

Ms. Skepper stated Anoka County is bound to collect the levy since there is debt on Savannah Oaks. She explained the fund balance can be used on a housing project but the purchase of a business is outside of Statute.

Councilmember LeTourneau stated if the City can authorize the economic development piece, it broadens the ability to undertake different types of work that the City cannot do without that authority. It would provide a better set of tools than identified and available today.

City Administrator Ulrich noted one advantage of using HRA money for economic development is that when the property is resold, that money comes back to the City for use with future economic development projects. It essentially moves the money from Anoka County to the City and can be used to create a revolving loan program, housing, or economic development projects.

Ms. Skepper stated that is the County's current practice and stated they do not track or monitor future use of the funds.

Mayor Strommen stated there are no "strings" attached as long as the initial purchase is what Ramsey receives approval on.

Ms. Skepper stated Ramsey does not have to come back to Anoka County to reuse the funds.

Councilmember Riley asked if it can be used for the City's EDA so that levy can be reduced.

Ms. Skepper answered in the affirmative.

Councilmember Kuzma stated support to opt-in, as it would be a good use of funds and also to request funds for this purchase.

Councilmember Tossey stated he would favor opting in if it can be used to write down the HRA levy. However, he does not support the purchase of a business that is already failing.

Councilmember Riley stated he supports opting in.

Councilmember LeTourneau stated he supports opting in.

Councilmember Backous stated he supports opting in and getting the resident's money back for use in Ramsey.

The consensus of the Council was to direct staff to draft resolutions to authorize the Anoka County HRA to perform economic development activities and request allocating funds from Anoka County HRA toward the purchase of the property at 6710 Highway 10 NW.

2.02: Review Status and Direction of Elmcrest Park's Community Building Planning

Parks and Assistant Public Works Superintendent Riverblood reviewed the staff report and described the process used to gain feedback from stakeholders and residents relating to a community building at Elmcrest Park. He stated the Park & Recreation Commission reviewed the plans, separating "wants" from "needs" and the plan has been updated to reflect those recommendations. Parks and Assistant Public Works Superintendent Riverblood recommended,

as part of the building plan, that the architect incorporate a cornerstone so a setting ceremony can be celebrated.

Jack Amdal, Studio 55 Architects, explained they used the Eden Prairie building at Miller Park and developed a plan for Ramsey. He reviewed the recommendation of the Park & Recreation Commission and described the features of the proposed park building.

Bruce Bissonnette, Studio 55 Architects, presented the revised floor plan, noting reduced restroom space, the increased lobby/gathering space to accommodate 40 people, enlarged picnic area, concession and storage areas. He also explained the differences between this proposed plan and the Miller Park building.

Mr. Amdal pointed out the location of knee walls that can be used as benches and to enclose the area somewhat to increase comfort and provide some protection from wind. He explained that this is an unsprinkled building so a firewall is needed to separate the building functions from the picnic table area since rolling grills could be used in that area. Mr. Amdal described other options to increase comfort, such as a windscreen, and requested additional direction related to that issue as it adds cost to the building.

Parks and Assistant Public Works Superintendent Riverblood asked Mr. Bissonnette to address additional costs for the roll down doors and impact to the building's aesthetics.

Mr. Bissonnette stated the estimated cost for the roll down doors is in the $30,000 range in addition to expenses for the two-hour separation wall.

Parks and Assistant Public Works Superintendent Riverblood stated this is a key question and concern was expressed about the expense but also to avoid the appearance of a mini storage building. He asked if windscreens can be used to accomplish part of the concern and so the $30,000 can be used to provide a different aesthetic to the building.

Mr. Amdal noted the restrooms have been reduced and have internal access, there is outside access to the upper level to accommodate after hour use, storage is incorporated into the building as well as an anteroom to handle trash, overhangs will provide protection from the rain, and a Dutch door is planned to provide access into the concession stand to accommodate birthday parties, community gatherings, and scout groups.

Mr. Bissonnette stated they used the Miller Park building for exterior materials of concrete block, wood soffit, metal roof, aluminum framed windows, painted concrete block on the inside, which are basic building materials.

Mr. Amdal stated the $30,000 could be used to upgrade to burnished block or add stonework, skylights into the picnic area to create day lighting into that large space, or the upper story could be changed out. He stated preliminary cost estimates are approaching $500,000 to $600,000 depending on the finishes.

Mr. Bissonnette stated the Miller Park building is smaller than this proposed building and that smaller size may cost in the range of $375,000 but it has small bathrooms, and no picnic area or upstairs.

Councilmember Backous stated Miller Park has many buildings but in the case of Ramsey, it will be the only building in Elmcrest Park so it should not be cut down in size. He felt the roll down doors were not needed to enclose the entire space, but could be used on one side just to block wind and leave the other two sides open, which eliminates the egress problem and need for a two-hour separation wall, reducing costs. Councilmember Backous asked whether the two concession windows can be changed to one continuous window.

Mr. Bissonnette stated it would be possible to have one larger sized window with a coiling door if the fire separation is not needed.

Councilmember Backous stated support to use the upper level for after hours but indicated he is concerned about the access being only from the outside.

Mr. Bissonnette stated the upstairs space has always been an issue but if the access is on the inside, it turns it into an A Occupancy building and needs a two-hour rated ceiling.

Councilmember Backous asked if there would be storage under the staircase.

Mr. Amdal stated that can be accomplished by using sheetrock in that space.

Mr. Bissonnette noted the upstairs can be reduced in size or the mechanical room can be relocated upstairs.

Parks and Assistant Public Works Superintendent Riverblood stated he would support relocating the mechanical room because they want the mechanicals exposed so it is easily maintained.

Councilmember Backous noted the downstairs mechanical area could then be used for storage of tables and chairs.

Mr. Amdal stated it is also proposed to have a laundry sink/janitor sink in the anteroom. He noted if the chairs and tables are on wheels, they are more accessible for user groups.

Parks and Assistant Public Works Superintendent Riverblood asked the Council to provide direction on exterior aesthetics, noting the metal roof will address longevity as well as aesthetics.

Mr. Amdal asked if they want to upgrade the exterior of the upper area from rough sawn wood and/or metal wrapped fascias to reduce maintenance.

Mr. Bissonnette asked if there is latitude to create an appearance other than that of the Miller Park building.

Councilmember LeTourneau stated in aesthetics, he would like to have the cost justified and a funding source identified to eliminate "scope creep." On the wind concern, he asked if it can be mitigated through landscaping a windbreak or fencing to get away from the roll down doors. He stated his support for lower maintenance and higher viewshed.

Councilmember Riley stated the utility of the building is the most important and he does not support spending $30,000 for rolling down doors. He stated he thinks the picnic area seems large.

Parks and Assistant Public Works Superintendent Riverblood stated the Central Park building is code rated at 74 persons so this would be a smaller meeting area but the pavilion area is larger than at Central Park. He stated the funding is from the Park Improvement Trust Fund and costs will include an $18-20,000 septic, water connection, curb and asphalt repair, and ADA compliant sidewalks. Parks and Assistant Public Works Superintendent Riverblood stated when that information is available, staff will provide additional information on the cost impact for improvements like going from painted block to burnished block.

Mayor Strommen stated this building has been needed for a long time and costs should not be the only driver since utility also needs to be assured as well as getting the best value for the dollars available. She stated maintenance is a factor and she wants to assure those are not increased to gain aesthetics.

Councilmember Kuzma stated he would like to see the costs before making decisions on final building materials.

Councilmember Tossey stated he is not familiar with this type of function but would like to get this right for the users and assure something is not forgotten that will be costly to add in a few years. He stated others on the Council are more familiar with park building usage, noting this type of facility is important to get right as it binds the community together.

Kotchi Prospor, representing the Northern Lights Soccer Club, stated he spends a lot of time at Central Park where recreation activities and travel programs are anchored. He stated Central Park also has to take care of softball, football, soccer, and even the girl scouts have used the building to facilitate craft projects. Mr. Prospor stated he thinks the proposed building is designed to serve the purposes and features that are not necessary have been removed. He felt the Park & Recreation Commission had addressed how it will fit each group including lacrosse, walkers, playground, and to assure it can handle a large group of people. Mr. Prospor stated they also do not want to quickly outgrow this building. He felt the proposed building would work for ARAA and the needs of park users and once constructed, it will relieve the Central Park building and bring customers to businesses in the area of Elmcrest Park.

2.03: FOR DISCUSSION ONLY: Receive Update on Housing Assistance Policy Progress by Ad-Hoc Planning Commission Sub-Committee

Development Services Manager Gladhill reviewed the staff report and advised of the progress on the Housing Assistance Policy by the Planning Commission (ad-hoc subcommittee). He

indicated no formal action or feedback is being requested other than to review the Interim Policy Statement. It was noted the Planning Commission had established an ad-hoc subcommittee and met on two occasions. A majority of this initial work was provided and reviewed necessary demographic and market conditions to frame the development of the remainder of the policy. The subcommittee deliverables included an Interim Policy Statement to help guide requests that may come to the City before final adoption of the Housing Assistance Policy, a Framework, and Housing Product Priority List that would be adjusted with each project and reviewed annually.

Development Services Manager Gladhill indicated the next two items are to develop Minimum Thresholds and a Scoring Matrix. He asked if the Council supports this direction.

At the request of Mayor Strommen, Development Services Manager Gladhill reviewed the membership of this ad-hoc subcommittee, noting it does not contain a Council Member at this time.

Councilmember Riley stated he supports having an Interim Policy.

Mayor Strommen stated this is headed in a good direction and she likes having something in place. She stated it will be interesting to see how some of the elements, such as the Housing Product Priorities, will be adjusted over time.

Informational; no action required.

3. FUTURE TOPICS FOR DISCUSSION

None.

4. MAYOR / COUNCIL / STAFF INPUT

City Administrator Ulrich announced that the Economic Development Manager interviews are scheduled.

Councilmember Tossey stated the HRA and EDA Chairs should be included in the interview panel. He stated he is withdrawing his support for filling this position as he thinks it will create conflict.

City Administrator Ulrich suggested the Vice Chairs be asked as an alternate.

Mayor Strommen suggested the HRA Chair and one of the EDA Council reps be included in the interview panel.

Councilmember LeTourneau stated they would prefer to also have an EDA member participate.

The Council did not object to that suggestion.

Mayor Strommen suggested inviting someone outside of Ramsey that knows the economic community well and could add a different perspective on desired skill sets.

Councilmember LeTourneau stated the skill sets are known for Ramsey's individual needs and he does not know if someone outside of Ramsey can add to that.

Mayor Strommen stated if they know the economic community field, they can add that different perspective.

City Administrator Ulrich asked if that would be an Economic Development Director from outside the Ramsey area.

The Council agreed with that suggestion.

Councilmember Riley asked staff to schedule the topic of The COR costs for discussion at a future Work Session.

5. ADJOURNMENT

Mayor Strommen declared the Work Session of the City Council adjourned at 6:59 p.m.

Respectfully submitted,

_____

Kurtis G. Ulrich
City Administrator

ATTEST:

_____

Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

TABLE OF CONTENTS

1. CALL TO ORDER 2
2. PRESENTATION 2
3. CITIZEN INPUT 2
4. CONSENT AGENDA 3
5. APPROVE AGENDA 3
6. PUBLIC HEARING 3
7. COUNCIL BUSINESS 4
   7.01: 15153 Nowthen Boulevard Property Development: Consider Comprehensive Plan Amendment Application 4
   7.02: Consideration of Authorization Advertisement for Bids to Pave Wear Course in Ramsey Town Center 8th, 9th, and 10th Additions 5
   7.03: Approve Tinklenberg Group Proposal for Additional Professional Services 6
   7.04: Ramsey Rail Station Safety Railing 7
   7.05: Report from the Public Works Committee Meeting dated May 21, 2013 7
8. MAYOR, COUNCIL AND STAFF INPUT 8
9. ADJOURNMENT 8

CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a regular meeting on Tuesday, June 11, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Sarah Strommen
Councilmember Randy Backous
Councilmember Mark Kuzma
Councilmember John LeTourneau
Councilmember Chris Riley
Councilmember Jason Tossey

Members Absent: None

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Fire Chief Dean Kapler
Parks and Assistant Public Works Superintendent Mark Riverblood
Public Works Superintendent Grant Riemer
Development Services Manager Timothy Gladhill
City Engineer Bruce Westby
Assistant to the City Administrator Patrick Brama
City Attorney William Goodrich

1. CALL TO ORDER

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

2. PRESENTATION

None.

3. CITIZEN INPUT

John Enstrom, 8702 181st Avenue NW, announced the events scheduled on Flag Day at Veteran's Lake Park and invited all to attend and enjoy the Park.

Wayne Buccholz, 14621 Neon Street NW, stated his concern about the potential purchase of 6710 Highway 10, a business that is already failing, owes back taxes, and a deteriorated building. He suggested the building be inspected for code violations to address its dilapidated condition.

Mayor Strommen stated the City has a purchase agreement on that blighted property, which was listed for sale, and the intent is to clear the building and sell the property for redevelopment.

Mr. Buccholz stated the Council has indicated it wants to get out of the development business, but is now considering the purchase of a business.

4. CONSENT AGENDA

Motion by Councilmember LeTourneau, seconded by Councilmember Kuzma, to approve the following items on the Consent Agenda, as revise to remove Item 4:09:

4.01: Receive April 2013 Financial Reports – General Fund and Enterprise Funds
4.02: Receive Cash and Investments for period Ending May 31, 2013
4.03: Receive 2013 Building Division Month End Report: May
4.04: Receive Revised Architectural Renderings for Seasons of Ramsey
4.05: Accept Resident Petition to Consider the Installation of a 3-Way Stop Condition at Tiger Street and 171st Avenue
4.06: Approve the following Meeting Minutes:
1) City Council Work Session – May 28, 2013
2) City Council Regular Session – May 28, 2013
4.07: Approve Off-Sale Intoxicating Liquor, Off-Sale 3.2% Liquor, On-Sale Intoxicating Liquor, Beer, Sunday Sales, and Optional 2:00 a.m. Closing
4.08: Adopt Resolution #13-06-106 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of May 23, 2013 through June 5, 2013
~~4.09: Report from the Public Works Committee Meeting dated May 21, 2013.~~ This item was removed from the Consent Agenda and considered as Item 7.5

Motion carried. Voting Yes: Mayor Strommen, Councilmembers LeTourneau, Kuzma, Backous, Riley, and Tossey. Voting No: None.

5. APPROVE AGENDA

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

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Tossey, Backous, Kuzma, LeTourneau, and Riley. Voting No: None.

6. PUBLIC HEARING

None.

7. COUNCIL BUSINESS

7.01: 15153 Nowthen Boulevard Property Development: Consider Comprehensive Plan Amendment Application

Assistant to the City Administrator Brama reviewed the staff report and consideration of submitting an application to amend the City's Comprehensive Plan to develop the Old Municipal Center site. In conclusion, Assistant to the City Administrator Brama presented three alternatives as follows:

Alternate A: Re-engage surrounding property owners with the goal of drafting an acceptable land use solution. A solution would be presented to the Council for consideration.

Alternate B: Submit a Comprehensive Plan Amendment Application to the Planning Commission to allow for a residential development on the subject property.

Alternate C: Submit a Comprehensive Plan Amendment Application to the Planning Commission to allow for a data center user on the subject property.

City Administrator Ulrich noted there is currently not a developer for this site so the planning process can be deliberate and the timetable allows for a larger discussion as used in the Ramsey 3 visioning process to focus on a citizen collaborative process.

City Attorney Goodrich stated tonight is not a public hearing and cautioned the Council to not take a final position prior to the process.

Mayor Strommen and Councilmembers Riley, Backous, LeTourneau, and Kuzma spoke support of Alternate A as a collaborative effort to engage residents in the process and allow time for additional input.

Councilmember Tossey advocated for Alternate B, stating he needs no more facts as residents have clearly supported a residential development on the subject site. He felt Alternate A would only result in delaying this decision.

With regard consultant costs for Alternate A, Assistant to the City Administrator Brama stated a preliminary estimate for five meetings and revised site concepts is $4,000.

City Administrator Ulrich noted if this discussion is delayed to winter months, staff could potentially handle the work but at this time, staff is overwhelmed with development activity. In addition, there is benefit of having an outside objective facilitator since the City is a stakeholder.

Development Services Manager Gladhill stated this work would fit within the realm of the Stanec professional planning contract to facilitate this process; however, it was not budgeted for so other professional line items can be considered.

The Council acknowledged that traffic pressure would be generated by 47 additional homes and asked staff to provide information on that aspect (pros and cons) versus tax base.

Kent Cunningham, 15211 Helium Street NW, stated support for Alternative A so he can express his concerns in more depth. He stated he remains strongly opposed to a data center.

Steve Liekhus, 15000 Helium Street NW, stated he supports Alternative A, opposes a data center at this location, and would like to be part of the discussion.

Alison Perry, 15217 Helium Street, stated there are 32 children under seven years of age in this neighborhood, which is very friendly. She feared a data center will take away their "little slice of heaven" and invited the Council to attend a neighborhood picnic so they can see what is at stake should a data center be built.

Donna McLain, 15133 Nowthen Boulevard, voiced her concern related to noise generated by a data center, devaluation of property, and excess traffic generated by data center employees. Ms. McLain referred to several news articles addressing noise issues at other data centers and asked what the recourse is for residents.

The Council thanked the residents for providing their comments.

The Council discussed the options, noting four of the residents who offered comments had favored Alternate A. The point was made that this is a beautiful neighborhood; however, the Council represents the City's 24,000 residents and needs to obtain all of the facts before making a decision. In addition, the issue is less about "yes" or "no" to a data center than exploring the issues and how they can collaboratively be resolved. The consensus of the Council was to not support hiring a consultant to facilitate Alternate A, if approved.

As a consensus had been voiced in support of Alternate A, City Administrator Ulrich suggested staff analyze options under Alternative A relating to number of meetings, consultant or not consultant, capacity of staff to deliver, and present additional information for consideration by the Council on June 25, 2013.

Motion by Councilmember LeTourneau, seconded by Councilmember Kuzma, to direct staff to refine Alternate A consistent with Council discussion and provide that recommendation at the June 25, 2013, Council meeting.

Further discussion: Councilmember Tossey stated he has opposed a data center since the beginning and will oppose the motion as it leaves that option open.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers LeTourneau, Kuzma, Backous, and Riley. Voting No: Councilmember Tossey.

7.02: Consideration of Authorizing Advertisement for Bids to Pave Wear Course in Ramsey Town Center 8th, 9th, and 10th Additions

City Engineer Westby reviewed the staff report and recommendation to authorize advertisement for bids for paving the wear course on all public and private streets within the Ramsey Town Center 8th, 9th, and 10th Addition developments. He answered questions of the Council relating to the appropriate timing for wear course in the 8th Addition, noting it could be included in the bids and then a determination made.

City Attorney Goodrich presented the status of the Ramsey Town Center 8th, 9th, and 10th Additions and explained that the escrow agreement ($50,000) that Glen Rehbein had with Powerhouse Title was released without notification to the City. He raised the option of applying the excess money within the 8th and 10th Additions to the 9th Addition if the right conditions prevail.

The Council discussed the options, timing of the overlay project, and asked questions of City Engineer Westby. Council consensus was reached that it did not support using public dollars to improve private streets.

City Engineer Westby explained the intent is to gain better bids for the 9th Addition and during the process determine the status of the streets and work the property owner to improve the private streets.

Motion by Councilmember Kuzma, seconded by Councilmember Backous, to authorize advertisement for bids for paving the wear course on all public and private streets within the Ramsey Town Center 8th, 9th, and 10th Addition developments and direct staff to determine the status of the 9th Addition escrow.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Kuzma, Backous, LeTourneau, and Tossey. Voting No: Councilmember Riley.

7.03: Approve Tinklenberg Group Proposal for Additional Professional Services

City Administrator Ulrich reviewed the staff report and recommendation to extend the contract with The Tinklenberg Group for a period of three months (June through August 2013).

Elwyn Tinklenberg, The Tinklenberg Group, commented on the effectiveness of the City's leadership, resulting in the Armstrong interchange being one of the most talked about transportation projects in the State of Minnesota, a top priority for Anoka County, and the only project specifically mentioned in the House bonding proposal. He encouraged the City to continue to press the project forward, stating it is worth the effort.

The Council agreed it was worth the effort and acknowledged that Mr. Tinklenberg has done a good job of gaining political support including offering a funding scenario that does not encumber Ramsey.

With regard to the three-month term, Mr. Tinklenberg stated several critical meetings are coming up in the next few months and he believes Mn/DOT will move forward with the funding scenario and the City wants the Armstrong interchange to be one of the first projects selected.

Motion by Councilmember Tossey, seconded by Councilmember Backous, to extend the contract with The Tinklenberg Group for a period of three months (June through August 2013) at a cost of $12,000 to secure funding for the Armstrong interchange as outlined in the staff report.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Tossey, Backous, Kuzma, LeTourneau, and Riley. Voting No: None.

7.04: Ramsey Rail Station Safety Railing

City Administrator Ulrich reviewed the staff report and three options with related costs to install fencing atop the parking ramp adjacent to the skyway. He stated Option 1, as preferred by the ramp architect, would cost $37,000. He stated doing nothing is a viable option but if a railing is added he would recommend it be architecturally compatible.

The Council discussed the options, noting additional railings had already been installed around the perimeter of the ramp and at openings between levels. It was pointed out that extending the concrete wall height to match the wall to the west would create more of a deterrent than only extending the height of the railing, which could act as a ladder to access the roof.

Motion by Councilmember Backous, seconded by Councilmember LeTourneau, to approve Option 1 and extend the concrete wall height to match the wall to the west and add railing to match existing on the south and east sides of the ramp, as preferred by the ramp architect, at a cost not to exceed $37,000.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Backous, LeTourneau, Kuzma, Riley, and Tossey. Voting No: None.

7.05: Report from the Public Works Committee Meeting dated May 21, 2013

1. **Mail Box Damage at 16100 Dysprosium Street**
2. **Upgrades to City Well #4**
3. **Consider Policy for Allowing Fences to be Constructed in Drainage and Utility Easements with Infrastructure Conflicts**
4. **Update on Reconstruction Requests for Andre Street**
5. **Update on Turf Restoration at 7046 166th Avenue (Mack and Shayle Dominquez)**

Councilmember Tossey requested discussion on Case 3, Consider Policy for Allowing Fences to be Constructed in Drainage and Utility Easements with Infrastructure Conflicts. He explained that citizens are requesting the ability to tie fences together if there are consenting property owners. He stated it is understood that the fences must be set back from the culvert and postholes hand dug to avoid damaging the City's property. It was noted this request had been denied by the Public Works Committee.

Councilmember Backous, Public Works Committee Chair, explained that because of miscommunication, the Committee thought the request was to allow fences to be built up to the

property line. He stated he would not have objected had he understood the request was to allow consenting property owners to tie together fences.

City Administrator Ulrich recommended tabling this topic to a future Work Session.

Motion by Councilmember Tossey, seconded by Councilmember Backous, to ratify the Public Works Committee recommendations as follows: Case 1) To approve reimbursing Bill Rome in the amount of $245 to replace the mailbox inadvertently damaged by the City's plow operator with the understanding this is a one-time exception and should the mailbox be damaged again, it would not be reimbursed. In addition, Public Works Superintendent Riemer will meet with the property owner this fall to help stake the boulevard with City-supplied fiberglass stakes and the route driver for that area will attend a refresher course on snowplow operation; Case 2) To award the upgrades to City Well #4 project to Total Control Systems, Inc. to make all the needed upgrades to this site to include all parts, labor, start up, and assistance with rebate application; Case 3) To table consideration of a Policy for Allowing Fences to be Constructed in Drainage and Utility Easements with Infrastructure Conflicts; Case 4) To approve Alternative 1, directing staff to update the 2008 Engineer's estimate to reconstruct Andre Street, to not include updating the sidewalk costs, and to determine costs for widening the street to accommodate an on-street bike trail with parking restricted to one side based on MSA standards; and, Case 5) Informational.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Tossey, Backous, Kuzma, LeTourneau, and Riley. Voting No: None.

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Ulrich announced upcoming meetings and events and answered questions of the Council relating to the grant submittals.

Fire Chief Kapler requested the Council waive the permit fee for Mr. Enstrom's Flag Day events.

Motion by Councilmember Tossey, seconded by Councilmember LeTourneau, to waive the fee for the Veteran's Lake Park Flag Day event.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Tossey, LeTourneau, Backous, Kuzma, and Riley. Voting No: None.

9. ADJOURNMENT

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

Motion carried.

The regular meeting of the City Council adjourned at 9:03 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

CC Regular Session **4. 5.**

Meeting Date: 06/25/2013

By: Chris Anderson, Community Development

Information

Title:

Approve Encroachment Agreement for a Portion of a Deck to Encroach into a Drainage and Utility Easement on the Property Located at 15881 Lithium St NW; Case of Vasily Vlasyuk

Background:

On May 20, 2013, Vasily Vlasyuk submitted a building permit application for the construction of a deck on the property located at 15881 Lithium St NW. When the home was constructed in 2006, a patio door and ledger board were installed on the eastern (rear) wall of the home, presumably for a future deck, near the northeast corner of the home. Based on the plat for River Pines 6th Addition and the Certificate of Survey on file for this property, it appears that the proposed deck would encroach into a drainage and utility easement in the rear yard. The property owner has requested an encroachment agreement to allow for the installation of the deck.

Notification:

Notification is not required for this type of a request.

Observations:

The lot in question is encumbered by standard drainage and utility easements of ten (10) feet along the west (front) property line and five (5) feet along the south property line. However, a majority of the eastern (rear) portion of the lot is wetland and is encumbered with a larger drainage and utility easement. Furthermore, the northern twenty (20) feet of the property is also encumbered with a drainage and utility easement for a twenty-four (24) inch storm pipe that outlets into the wetland. Based upon the existing location of the patio door and ledger board, along with the location and size of the drainage and utility easements, the installation of any size deck appears likely to necessitate some encroach into this easement.

The property owner has worked with Staff to reconfigure the deck design to limit the encroachment. It is preferred that the deck extend north of the patio door so that the guard rails can be fastened to the wall of the home, which provides a safer, more secure railing and is more aesthetically appealing than terminating the deck in the middle of the patio door.

The storm sewer line sits approximately ten (10) feet from the corner of the home. Based on the drawing provided by the property owner, the cantilivered portion of the deck would be about four (4) feet from the storm sewer line and the footing would be approximately five (5) to six (6) feet from the storm sewer line. The City Engineer has reviewed this request and, based on the location of the existing patio door and that maintenance of this storm sewer line is unlikely or could be accomplished with use of a box, is supportive of the encroachment agreement.

Alternative #1. Approve an agreement to allow a portion of a deck to encroach into the drainage and utility easement. Based on the easement encumbrances on this lot, there are many challenges to adding on to the home. Ideally, the patio door would have been installed further south along the rear wall of the home, which may have alleviated some of the present challenges. However, since this is a storm sewer line rather than either a sanitary or water line, the likelihood of necessary maintenance is fairly low. Additionally, while it may add some cost to future maintenance work, it could be done using a box to prevent the walls of the excavated area from collapsing. While not necessarily ideal, Staff believes that the encroachment agreement is the best approach to address this matter.

Alternative #2. Deny the encroachment agreement. Should an encroachment agreement be denied, the property owner will have to explore alternative options, such relocating the patio door and ledger board or adding an

additional patio door further south along the rear wall of the home. That likely may present other challenges such as how that may work with the floor plan of the home. Staff does not support denying the request for an encroachment agreement.

Recommendation:

Staff recommends approving an encroachment agreement that will permit a portion of a deck to encroach into a drainage and utility easement on the property located at 15881 Lithium St NW.

Funding Source:

Should the encroachment agreement be approved, the property owner will be responsible for the cost of recording the agreement against the property.

Council Action:

Motion to approve the encroachment agreement to allow a portion of a deck to encroach into a drainage and utility easement on the property located at 15881 Lithium St NW.

Attachments

Site Location Map

Easement Exhibit

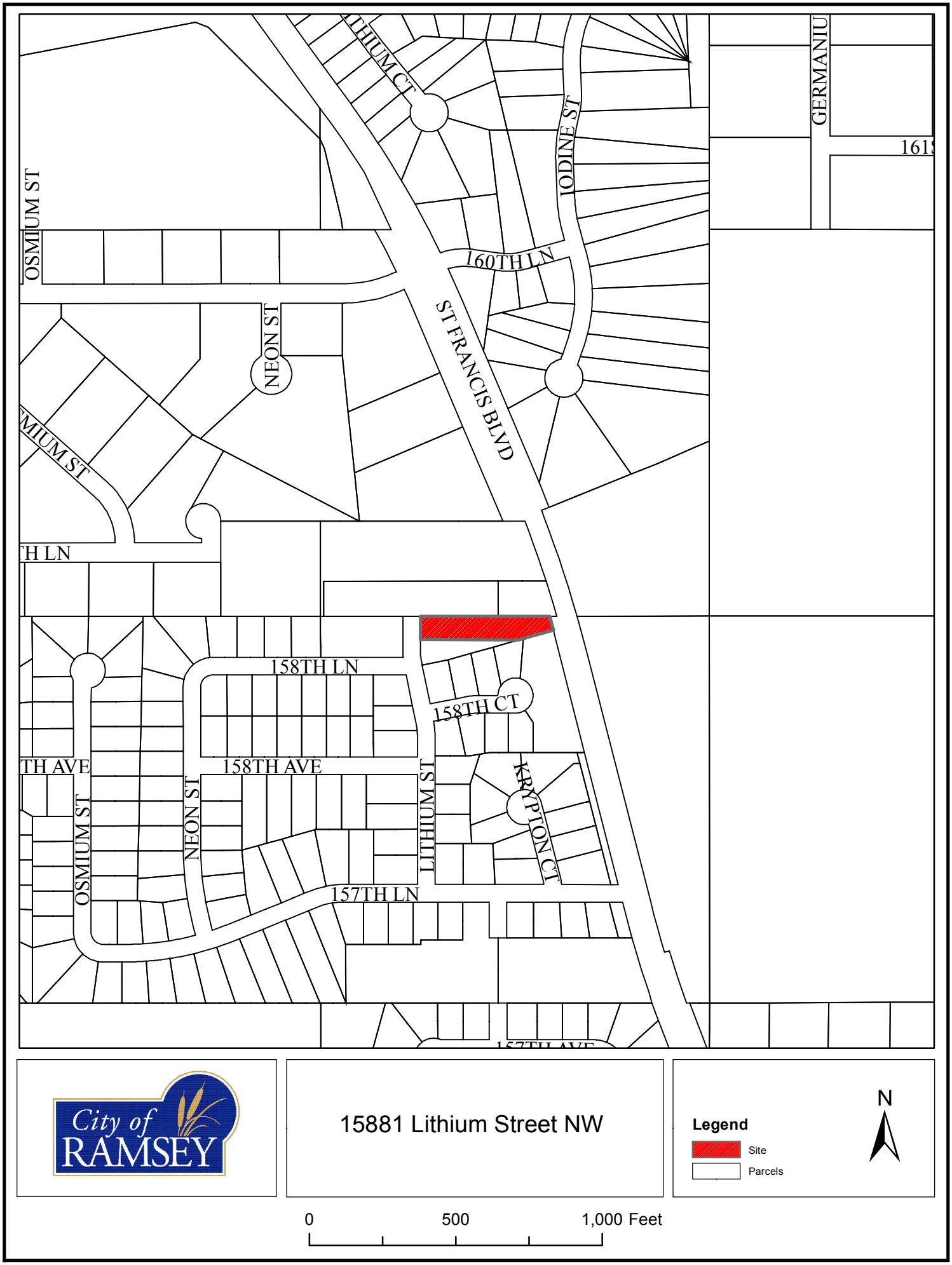
Draft Encroachment Agreement

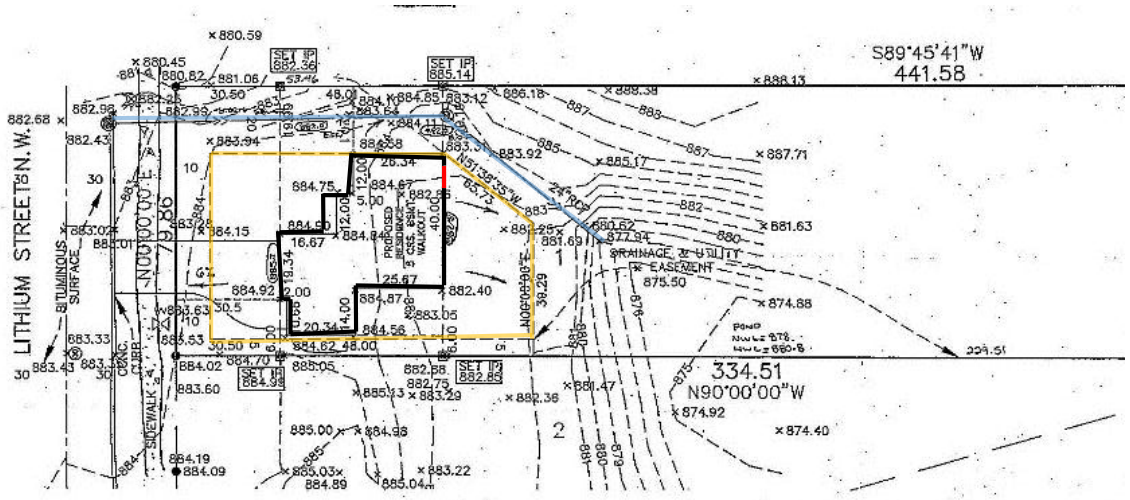
Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	06/20/2013 12:14 PM
Tim Gladhill	Tim Gladhill	06/20/2013 03:56 PM
Kurt Ulrich	Kurt Ulrich	06/20/2013 04:32 PM

Form Started By: Chris Anderson Started On: 06/17/2013 03:01 PM

Final Approval Date: 06/20/2013


LITHIUM CT
IODINE ST
GERMANIU
OSMIUM ST
160TH LN
ST FRANCIS BLVD
NEON ST
MIUM ST
H LN
158TH LN
158TH CT
TH AVE
158TH AVE
NEON ST
OSMIUM ST
LITHIUM ST
KRYPTON CT
157TH LN
City of RAMSEY
15881 Lithium Street NW
Legend
Site
Parcels
N
0
500
1,000 Feet



Lot 1, Block 1

RIVER PINES
SIXTH ADDITION

ANOKA COUNTY, MINNESOTA

Subject to easements of record, if any.

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

Charles R. Christopherson, MN License No. 18420 — 11/16/06 Date

DATE	REVISION

ENCROACHMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this the _____ day of _____, ____, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota ("City"), and **Vasily Vlasyuk**, a private individual, its successors and assigns ("Landowner").

R E C I T A L S:

WHEREAS, Landowner is the fee owner of the property described as follows: **Lot 1, Block 1, RIVER PINES 6TH ADDITION** (the "Property"); and

WHEREAS, the City currently has Drainage and Utility Easements ("Easements") over, under and across a portion of the Property, pursuant to Easements dedicated to the public pursuant to the Plat known as "River Pines 6th Addition" recorded in the Office of the County Recorder, Anoka County, Minnesota, which Easements are shown on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Landowner seeks permission from the City to encroach upon the Easements for the purpose of installing a deck, as shown on Exhibit "B" attached hereto (the "Improvement").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. The City hereby approves an encroachment on and over the Easements by Landowner for the sole purpose of installing a deck.

2. Nothing in this Agreement shall be deemed a waiver or abandonment of the City's rights granted by the Easements.

3. Landowner shall be responsible for all costs relating to construction, maintenance and repair of the Improvement, including but not limited to, removal of any portion of the deck in the Easements, and shall obtain all permits required by the City for the construction of the Improvement, which shall be constructed by Landowner in accordance with plans and specifications approved by the City ("Plans and Specifications").

4. Landowner shall at the City's request, repair and/or reconstruct any of the City's public utilities located within the Easements damaged by Landowner, its contractors and/or

agents during the construction and or subsequent maintenance of the Improvement. If Landowner fails to repair the said City's utilities within sixty (60) days from the date of written notice to Landowner or sooner in the event that it is an emergency, then the City may make all necessary repairs and Landowner shall pay to the City all of the cost incurred by the City to repair the same.

5. Landowner further agrees that if the City, during its normal construction, reconstruction, maintenance and/or repair of its public utilities located within the Easements deems it necessary and expedient to excavate within the Easements, and which affects the Improvements, that Landowner shall be responsible for reconstructing and/or repairing the Improvement and the City's only obligation shall be to fill the excavated area and level the same to the grade that it was prior to the City's excavation.

6. In the event Landowner fails to take any action required in this Agreement and the City is required to repair, reconstruct or take other actions to maintain the City's utilities, as a result of the Landowner's actions in making the Improvement, and the City incurs any cost, the Landowner agrees that if Landowner fails to pay the City, that the City may take any and all actions permitted by law to collect the same and the City may further levy an assessment against the Property for all costs incurred by the City. Landowner waives any and all rights to challenge or appeal the assessment.

7. Landowner and its successors and assigns does hereby agree to defend, indemnify, and hold the City harmless from any and all costs and expenses, all claims and liability, including attorney's fees, relating to or arising out of the grant of the Landowner of permission to encroach on the Easements for the construction, maintenance, use, and operation of the Improvement.

8. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following:

TO CITY: City Administrator
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

TO LANDOWNER: Vasily Vlasyuk
15881 Lithium St NW
Ramsey, MN 55303

or to any successors or assigns of the Landowner or City, or any future address of the Landowner or City, if Landowner or City gives the other party notice of said change of address as provided pursuant to the provision for notice herein.

9. This Agreement shall be recorded against the title to the Property.

CITY OF RAMSEY

By: _____
Sarah Strommen, Mayor

ATTEST:

By: _____
Kurtis G. Ulrich, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Sarah Strommen and Kurtis G. Ulrich, respectively the Mayor and City Administrator of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
Notary Public

LANDOWNER:

Vasily Vlasyuk

By: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Vasily Vlasyuk, a private individual.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
William K. Goodrich, Attorney at Law
RANDALL, GOODRICH, AND HAAG P.L.C.
2140 Fourth Avenue North
Anoka, MN 55303
Telephone: (763) 421-5424

EXHIBIT “A”

Drawing of Easements:

EXHIBIT “B”

Drawing of Proposed Improvements:

CC Regular Session **4. 6.**

Meeting Date: 06/25/2013

Submitted For: Patrick Brama **By:** Patrick Brama, Administrative Services

Information

Title:

Approve and Execute a Purchase Agreement for City Owned Property Located at 14280 Azurite Street NW.

Background:

Purpose of Case

Approve and Execute a Purchase Agreement for City Owned Property Located at 14280 Azurite Street NW.

NOTE: Staff expects the closing of this land sale to take place on July 17.

History of Case

The Council reviewed this case on March 26, 2013; at which time the Council approved the sale of the Subject Property for $410,000 and directed Staff to negotiate and draft a Purchase Agreement with the buyer (Diamond Graphics). The Purchase Agreement included in this case is consistent with the terms and conditions discussed by the Council in March.

Background Information

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.

On March 26, 2013, the Council approved the sale of the Subject Property for $410,000 and directed Staff to negotiate and draft a Purchase Agreement with the buyer (Diamond Graphics). An ordinance was adopted to sell the Subject Property on April 9, 2013.

Notification:

NA

Observations/Alternatives:

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

Recommendation:

Approve Purchase Agreement for City Owned Property Located at 14280 Azurite Street NW

Funding Source:

NA

Council Action:

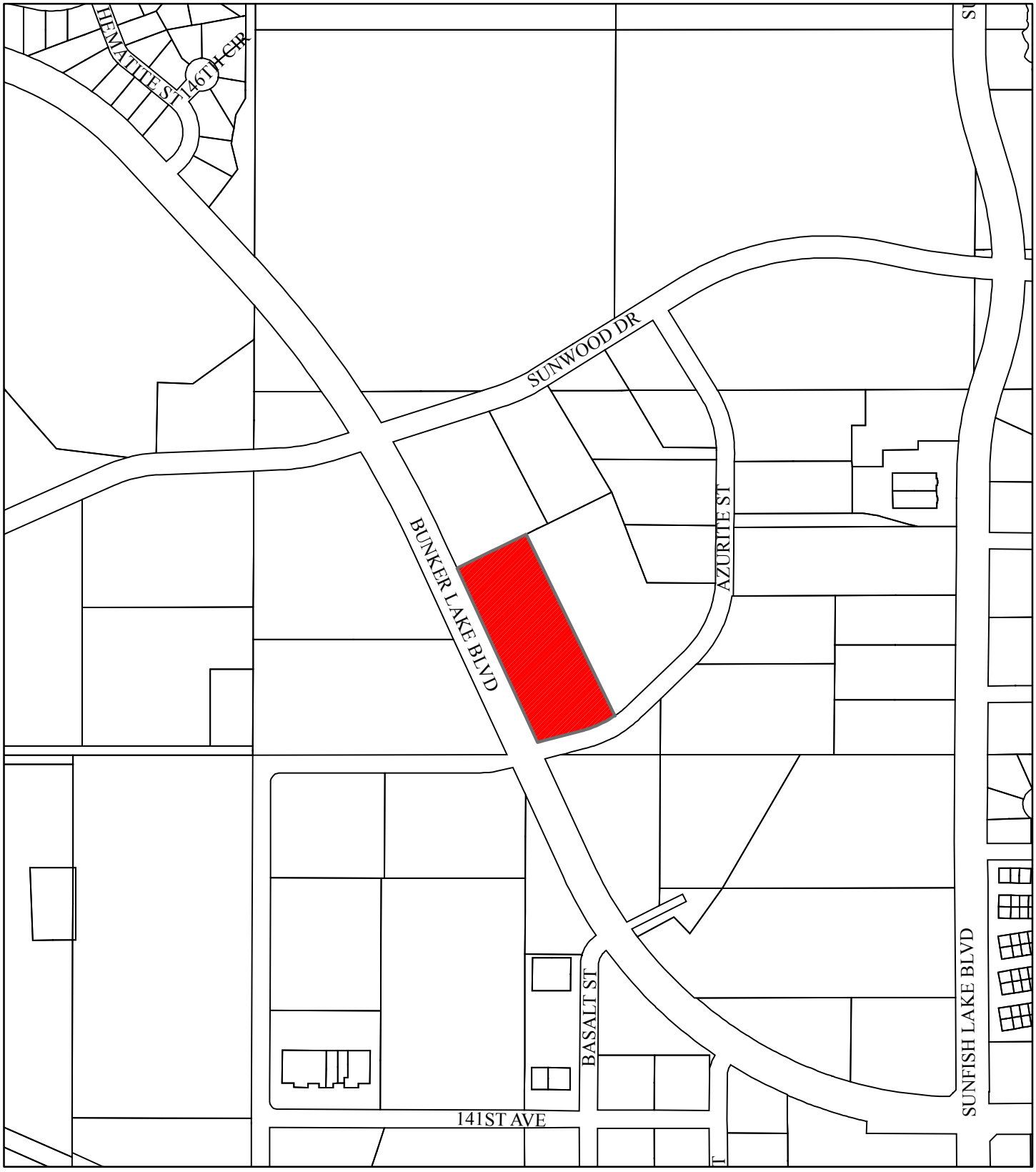
Approve Purchase Agreement for City Owned Property Located at 14280 Azurite Street NW

Attachments

Reference Map
Appraisal
Abstract
Profile
Plat
Ordinance 13 08 Sale of Surplus City Owned Land
Purchase Agreement

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/19/2013 03:15 PM
Form Started By: Patrick Brama		Started On: 06/18/2013
Final Approval Date: 06/19/2013		



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.

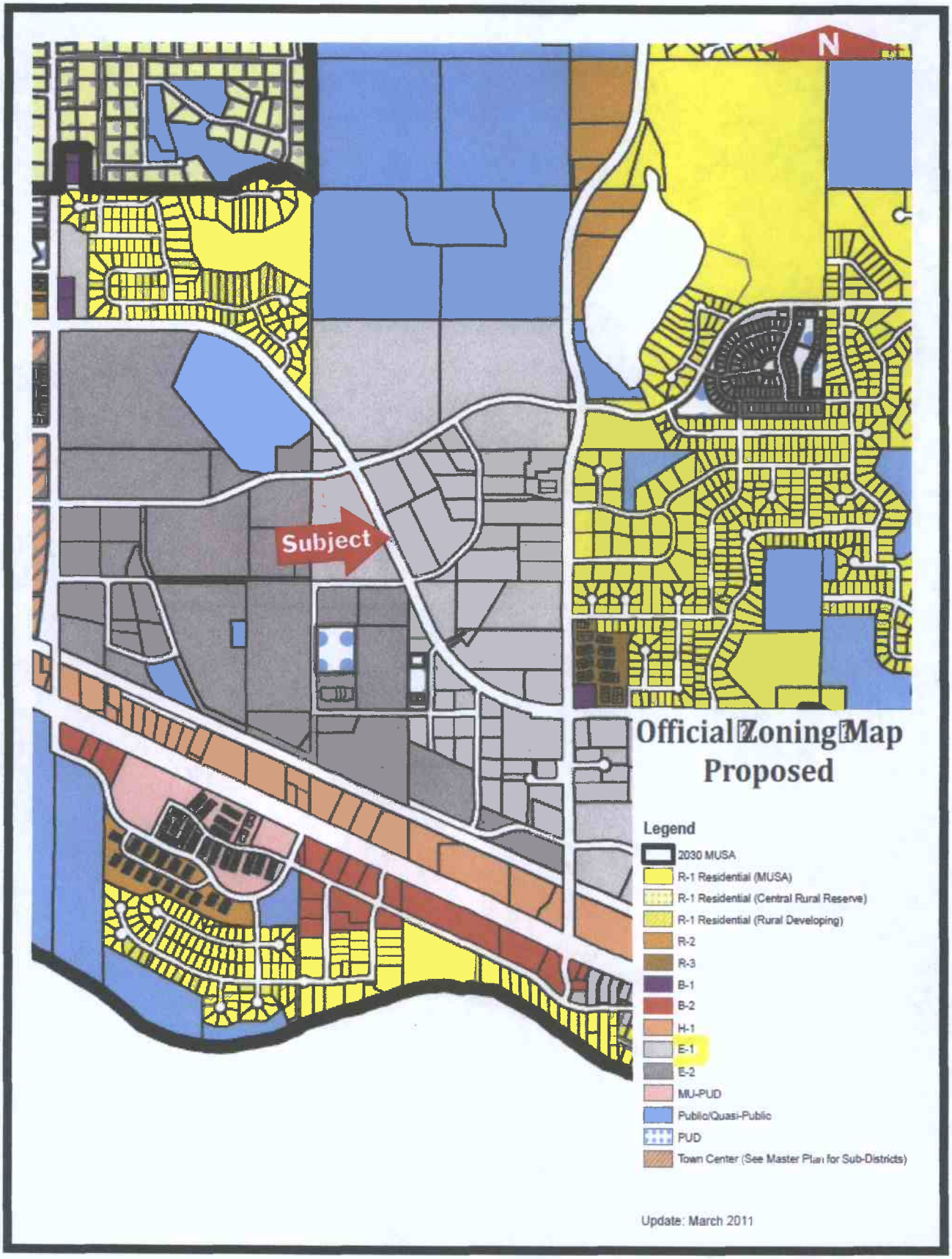
PLAT MAP Shows the location of the subject site in relation to other parcels in the immediate area.

AERIAL MAP Shows detail aerial view of the subject site and shows the location of the various photo shots.

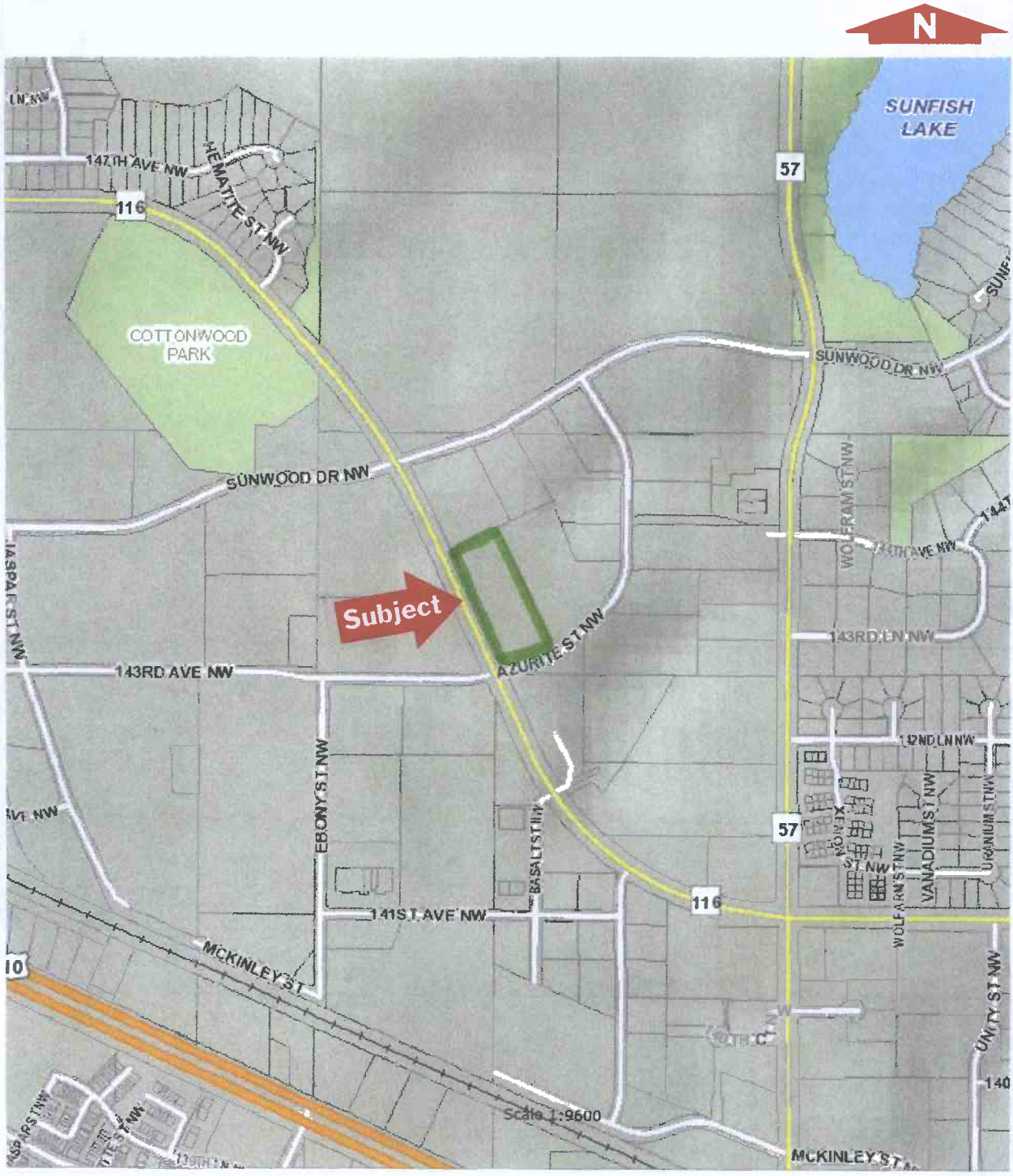
CITY MAP


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.

Developed by Manatron, Inc.
@2010 All rights reserved.
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.

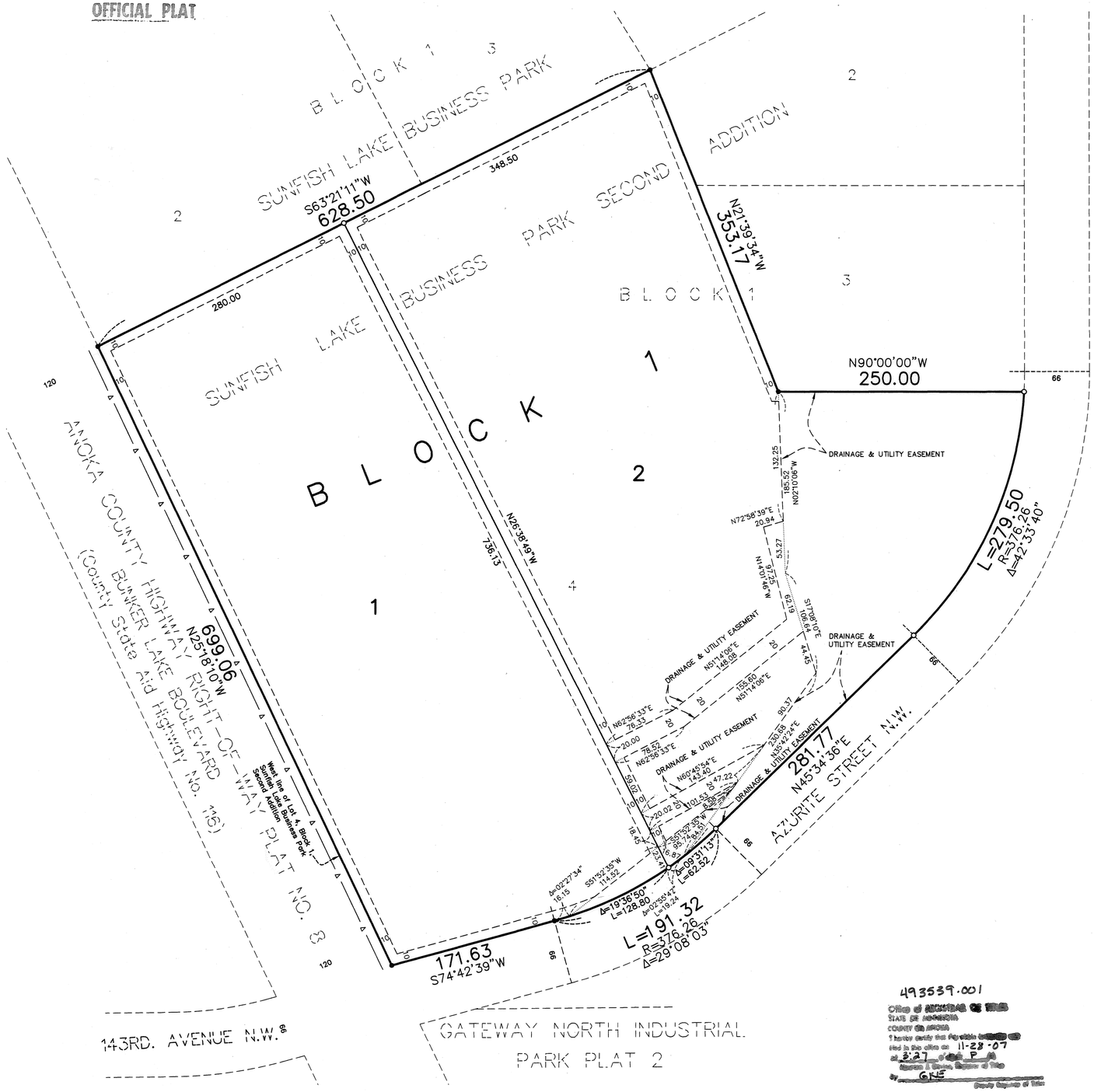
MAINTENANCE: There is no maintenance.

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

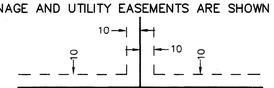
This plat of SUNFISH LAKE BUSINESS PARK FOURTH ADDITION was checked and approved by me this 28TH day of NOVEMBER, 2007.

Larry Holum, Anoka County Surveyor

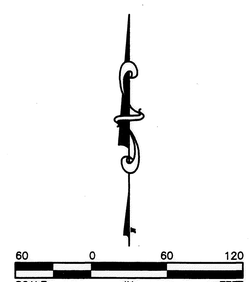
I HEREBY CERTIFY THAT THE CURRENT AND DELINQUENT TAXES ON THE LANDS DESCRIBED WITHIN ARE PAID AND THE TRANSFER IS ENTERED Nov 28, 2007
MAUREEN J. DEVINE
PROPERTY TAX ADMINISTRATOR
BY
DEPUTY PROPERTY TAX ADMINISTRATOR

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

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

PURCHASE AGREEMENT
RAMSEY, MINNESOTA

Dated: June ____, 2013 (the "Effective Date")

1. **PARTIES.** The parties to this Purchase Agreement (this "Agreement") are:

a. **The City of Ramsey**, a Minnesota Municipal Corporation Ramsey Municipal Center, 7550 Sunwood Drive, Ramsey, Minnesota, 55303, Attention: Mr. Kurt Ulrich, City Administrator (the "SELLER"); and

b. **DGI Holdings, LLC**, a Minnesota limited liability company, 14350 Azurite Street NW, Ramsey, Minnesota 55303 (the "BUYER").

This Agreement sometimes refers to SELLER and BUYER individually as a "Party" and collectively as the "Parties".

2. **OFFER/ACCEPTANCE.** BUYER agrees to purchase and SELLER agrees to sell on the terms of this Agreement an approximate 4.8 acre unimproved tract of land commonly known as 14280 Azurite Street NW, Ramsey, Minnesota, 55303, which tract of land is legally described as Lot 1, Block 1, SUNFISH LAKE BUSINESS PARK FOURTH ADDITION, Anoka County, Minnesota (the "Property")

3. **ACCEPTANCE DATE.** The acceptance date of this Agreement is the date it is signed by the last party signing.

4. **PURCHASE PRICE.** The purchase price for the Property is Four Hundred Ten Thousand and 00/100 Dollars ($410,000.00) (the "Purchase Price").

5. **EARNEST MONEY.** Concurrently with the execution hereof BUYER shall deposit with SELLER the amount of $10,000.00 as Earnest Money hereunder ("Earnest Money"). SELLER may commingle the Earnest Money with other funds of SELLER. Earnest Money in the possession of Seller remains the property of BUYER until paid to SELLER pursuant to Section 7 below or until BUYER defaults in the performance of BUYER's obligations under this Agreement and SELLER cancels this Agreement pursuant to the provisions of Section 16 below, in which case SELLER may retain the Earnest Money as liquidated damages. If SELLER defaults in the performance of SELLER's obligations under this Agreement, BUYER may terminate this Agreement pursuant to the provisions of Section 17 below, and SELLER must return the Earnest Money to BUYER.

6. **THE DATE OF CLOSING.** The "Date of Closing" is July 17, 2013, subject to any necessary extensions pursuant to Section 10.

7. **CLOSING**. The Parties will meet at the offices of Registered Abstracters, Inc. (the "Title Company"), 2115 N. Third Avenue, Anoka, MN at 10:00 a.m. on the Date of Closing at which time:

a. SELLER must:

(i) execute and deliver to BUYER a Minnesota Uniform Conveyancing Blanks Form 10.1.9 Warranty Deed subject only to:

(a) Building, zoning and subdivision statutes, laws, ordinances and regulations.

(b) Reservations of minerals or of mineral rights in favor of the State of Minnesota, if any.

(c) The lien of real estate taxes and special assessments not yet due and payable, if any.

(d) Covenants, conditions, restrictions and easements of record, which do not effect or limit Buyer's intended use of the Property.

(e) The covenants, conditions, restrictions and easements described on Exhibit A attached hereto (the Existing Encumbrances).

(ii) execute and deliver to BUYER and BUYER's title insurer, if any, a Minnesota Uniform Conveyancing Form 50.1.3 Affidavit Regarding Business Entity;

(iii) deliver to BUYER the appropriate municipal ordinance and resolutions authorizing SELLER's conveyance of the Property to BUYER and identifying the individual(s) authorized to execute the warranty deed and any other documents required hereunder;

(iv) execute and deliver to BUYER a non-foreign affidavit in recordable form containing such information as is required under IRC Section 1445(b)(2) and any regulations relating thereto;

(v) execute and deliver to the closing agent, with a copy to BUYER, a completed Minnesota Department of Health Well Disclosure Certificate or include on the warranty deed the statement "The SELLER certifies that the SELLER does not know of any wells on the described real property" or the statement "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" followed by SELLER's signature;

(vi) execute and deliver to the closing agent, with copies to BUYER, and make arrangements to have the closing agent record or file in the appropriate county land records, the affidavits described in Minnesota Statutes, § 116.48, Subd. 6;

(vii) deliver to BUYER the Bring Down Certificate described in Section 9;

(viii) execute and deliver a Settlement/HUD Closing Statement in form to be prepared by the Title Company;

(ix) provide the Title Company with all information necessary to allow the Title Company to prepare a Certificate of Real Estate Value;

(x) provide evidence of payment of the following: the cost of providing the Title Commitment; the State Deed Tax due upon the execution of the Warranty Deed; any delinquent real estate taxes due and payable with respect to the Property; the penalties and interest due thereon and a pro rata share of any real estate taxes due and payable with respect to the Property in the year in which Closing occurs as set forth in Section 11 and one-half of Title's fee.

b. BUYER must:

(i) tender Four Hundred Thousand and 00/100 Dollars ($400,000.00) to SELLER via wire transferred funds.

(ii) provide evidence of payment of the premium for BUYER's owner's policy of title insurance, the fees due upon the recording of the deed from SELLER to BUYER, except the State Deed Tax and one-half of Title's fee to conduct and insure the closing of this transaction.

8. **POSSESSION**. **SELLER** will be deemed to have tendered possession of the Property to BUYER on the actual date of Closing. On or before the actual date of Closing, SELLER will pay for all labor provided and materials delivered to the Property at the request of SELLER. SELLER will not place anything on the Property between the date of this Agreement and the actual date of Closing. If a third party places trash, refuse, debris, waste ("Waste") on the Property between the date of this Agreement and the actual date of Closing, SELLER will use commercially reasonable efforts to remove the Waste, before the Date of Closing. If the Waste cannot be removed before the actual date of Closing, SELLER and BUYER will escrow 125% of the estimated cost of removing the Waste with the Title Company to secure SELLER's obligation to remove the Waste. If a third party places Waste on the Property between the date of this Agreement and the actual date of Closing, the cost of removing the Waste exceeds $5,000.00, SELLER elects not to incur that cost and BUYER does not agree to waive SELLER's obligations under this Section 8, SELLER may terminate this Agreement by written notice to BUYER pursuant to Section 17 and the Earnest Money shall be returned to Buyer.

9. **EVIDENCE OF TITLE.** Within ten (10) days after the Effective Date, SELLER will provide an abstract of title or other title documents necessary to allow BUYER to obtain a current commitment from the Title Company to issue an ALTA 2006 Owner's Policy of Title Insurance, in the amount of the Property Payment, insuring BUYER's title to the Property (the "Title Commitment"). The Title Commitment will (i) include any easements that are appurtenant to the Property in the description of the land set forth in Schedule A; (ii) state, in Schedule B-1, Title's requirements for deleting the standard exceptions; and (iii) list, in Schedule B-1, any liens to be satisfied at Closing. Seller will also cause Title to deliver to BUYER (i) copies of any documents referenced in the legal description, Schedule B1 or Schedule B2 of the Title Commitment; and (ii) a copy of the vesting deed for the Land (the "Evidence of Title").

10. **EXAMINATION OF TITLE.** Within ten (10) days after BUYER's receipt of the last item of the Evidence of Title or within ten (10) days of BUYER's discovery of a Title Defect, as defined below, that is not reasonably ascertainable from the Evidence of Title, BUYER may give SELLER written notice of the alleged Title Defect, as defined below, and request that SELLER make SELLER's title marketable of record and in fact ("Objections"). The term "Title Defect," as used in this Agreement means a defect in or an encumbrance on SELLER's actual or record title to the Property which render's SELLER's title unmarketable under Minnesota Law. The Permitted Encumbrances may not serve as a basis for an Objection.

If BUYER notifies SELLER of Objections within the time period set forth above, SELLER must use commercially reasonable efforts to make SELLER's actual and record title to the Property marketable, but SELLER has no obligation to commence a law suit or pay money to make SELLER's title marketable.

If SELLER notified BUYER that SELLER does not intend to make SELLER's title marketable or if SELLER notified BUYER that SELLER will attempt to make SELLER's title marketable but is unable to do so within the Cure Period, BUYER may either:

a. terminate this Agreement pursuant to the procedures set forth in Section 17 below; or

b. notify SELLER that BUYER waives BUYER's Objection. If waives BUYER's Objection, the Title Defect giving rise to such Objection is deemed a Permitted Encumbrance, and the Parties will fully perform their obligations under this Agreement. The Parties will establish a new Date of Closing by mutual agreement, but if the Parties cannot establish a new Date of Closing by mutual agreement, the Date of Closing will be the date thirty (30) days from the effective date of BUYER's notice to SELLER that BUYER waives BUYER's Objections.

If BUYER does not notify SELLER of BUYER's election to terminate this Agreement pursuant to subsection (a) above or waive BUYER's Objection pursuant to subsection (b) above within ten (10) days of the expiration of the Cure Period, this Agreement will automatically terminate, BUYER will execute and deliver a recordable quit claim deed to the Property or other recordable evidence of the termination of this Agreement to SELLER, and SELLER will simultaneously return or instruct the Earnest Money Agent to return the Earnest Money to BUYER.

11. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS**. The parties agree that because SELLER is a government entity exempt from the payment of real estate taxes, there will be no current or outstanding real estate taxes prior to Closing. Notwithstanding the foregoing, if there are any outstanding real estate taxes or special assessments due and payable on or before closing, SELLER will be responsible for these costs.

12. **REPRESENTATIONS OF SELLER.** SELLER makes the following representations to BUYER:

a. SELLER represents that SELLER is not a foreign person, foreign partnership, foreign trust or foreign estate as those terms are defined in Section 1445 of the Internal Revenue Code;

b. SELLER represents that SELLER is not a party to any unrecorded mortgages, contracts, purchase agreements, options, leases, easements or other agreements or interest relating to the Property;

c. SELLER represents to the best of SELLER's knowledge, that there is no person claiming any right to possession of all or any portion of the Property;

d. SELLER represents that, to the best of SELLER's actual knowledge, there is no action, litigation, governmental investigation, condemnation or administrative proceeding of any kind pending against SELLER or involving any portion of Property, and no third party has threatened SELLER with commencement of any such action, litigation, investigation, condemnation or administrative proceeding;

e. SELLER represents that, to the best of SELLER's actual knowledge, there are no underground or above ground storage tanks of any size or type located on the Property and there are no Hazardous Substances located on the Property, except as may be disclosed in the documents as identified on the attached Exhibit A, (the "Permitted Encumbrances"). The Property is not subject to any liens or claims by government or regulatory agencies or third parties arising from the release or threatened release of Hazardous Substances in, on or about the Property except as may be disclosed in the documents identified on the Permitted Encumbrances Exhibit A+, the Property has not been used in connection with the generation, disposal, storage, treatment or transportation of Hazardous Substance. For purposes of this Agreement, the term "Hazardous Substance" includes but is not limited to substances defined as "hazardous substances," "toxic substances" or "hazardous wastes" in the: Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., and substances defined as "hazardous wastes," "hazardous substances," "pollutants, or contaminants" as defined in the Minnesota Environmental Response and Liability Act, Minnesota Statutes, §1l5B.02. The term "hazardous substance" also includes asbestos, polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas useable for fuel (or mixtures of natural gas and synthetic gas);

f. SELLER represents that, to the best of SELLER's actual knowledge, the Property has not been used for the production of methamphetamine; and

g. SELLER represents that, to the best of SELLER's actual knowledge, there are no abandoned individual sewage treatment systems on the Property.

13. **REPRESENTATIONS OF BUYER**. BUYER represents to SELLER that, as of the Effective Date:

a. BUYER is a limited liability company, duly organized pursuant to the laws of the State of Minnesota, and is fully authorized to transact business in the State of Minnesota;

b. The individual signing this Agreement on behalf of BUYER is fully authorized and empowered to sign this Agreement on BUYER's behalf. Upon execution of this Agreement, it will be fully binding upon BUYER.

14. **BUYER'S INSPECTION.** At all times prior to the actual date of Closing, BUYER, any of its employees, agents or contractors have the right, upon reasonable notice to SELLER, to go upon the Property to inspect the Property and to determine the condition of the Property, including specifically the presence or absence of hazardous substances, petroleum products in, on, or about the Property. BUYER agrees to indemnify and defend SELLER from and to hold SELLER harmless against any and all claims, causes of action or expenses, including attorney's fees, relating to or arising from such person's presence on the Property prior to the actual date of Closing unless the result of SELLER's negligence or willful misconduct. BUYER agrees to repair any damage to the Property caused by such inspections and to return the Property to substantially the same condition as existed prior to such inspection. BUYER acknowledges that BUYER is purchasing the Property in reliance only on the representations of SELLER set forth in Section 12, BUYER's inspection of the Property and BUYER's judgment regarding the sufficiency of such inspections and the condition of the Property as disclosed thereby. BUYER is not relying on any written or oral representations, warranties or statements that SELLER has made except for the representations set forth in Section 12 of this Agreement. Subject to BUYER's right to terminate this Agreement pursuant to Sections 16, and 17, BUYER is purchasing the Property in "AS IS" condition relying only on the representations set forth in Section 12. See Section19. for further "AS IS" conditions.

15. **BUYER'S CONTINGENCIES**. BUYER's obligations under this Agreement are contingent on:

a. the representations set forth in Section 12 being true as of the Date of Closing;

b. The Title Company's agreement to issue to BUYER, on the actual date of Closing, a 2006 ALTA Form Owner's Policy of Title Insurance subject only to a standard exception for matters that would be disclosed by an accurate survey of the Property and exceptions for Permitted Encumbrances.

c. BUYER's determination in BUYER's sole discretion, and on or before Closing, that the condition of the Property is acceptable to BUYER.

If one or more of these contingencies is not satisfied as of the Date of Closing, as the same may be extended pursuant to Section 7 above, BUYER may terminate this Agreement pursuant to Section 17. If, as of August 30, 2013 the transaction has not closed and BUYER has not given SELLER a notice of default pursuant to Section 16 of this Agreement, BUYER will be deemed to have exercised these contingencies and terminated this Agreement.

16. **DEFAULT.** If either Party defaults in the performance of any of the Party's obligations under this Agreement, the non-defaulting Party may, after written notice to the defaulting Party, suspend performance of its obligations under this Agreement, and the rights of the non-defaulting Party are as follows:

a. <u>BUYER's Default.</u> If BUYER defaults in the performance of any of BUYER's obligations under this Agreement and BUYER fails to cure the defaults within five (5) business days following written notice from the SELLER, SELLER has the right to:

(i) terminate this Agreement pursuant to Minnesota Statutes, Section 559.21 and retain Earnest Money.

The remedies set forth in this Section 16(a) are SELLER's sole and exclusive remedies in the event of BUYER's default.

b. SELLER's Default. If SELLER defaults in the performance of any of SELLER's obligations under this Agreement and SELLER fails to cure the defaults within five (5) business days following written notice from BUYER, BUYER may:

(i) terminate this Agreement pursuant to Section 17 below and receive a refund of the Earnest Money, or

(ii) initiate a civil action to compel SELLER's specific performance of SELLER's Obligations under this Agreement provided that BUYER commences such action within six (6) months of the date of SELLER's default. SELLER acknowledges and agrees to specific performance as an appropriate remedy for SELLER's default in the performance of SELLER's obligations under this Agreement. In any such action for specific performance, BUYER may also recover BUYER's attorneys fees and costs.

The remedies set forth in this Section 16(b) are BUYER's sole and exclusive remedies in the event of SELLER's default.

17. **TERMINATION OF THIS AGREEMENT**. Sections 15 and 16(b)(i) of this Agreement allow BUYER to terminate this Agreement under certain conditions. Section 16 a.(i) of this Agreement allows SELLER to terminate this Agreement under certain conditions. The following procedures govern the Parties exercise of their termination rights in the event of a termination pursuant to one of those Sections. A termination pursuant to Section 16 a.(i) is governed by Minnesota Statutes and not by the provisions of this Section 17.

a. A Party intending to terminate this Agreement pursuant to one of the above-referenced Sections (the "Terminating Party") must notify the non-terminating Patty (the "Non-Terminating Party"), in writing, of the Terminating Party's intent to terminate this Agreement.

b. The Terminating Party's notice must recite the Section of this Agreement that authorizes the Terminating Party's termination of this Agreement and must describe the facts and circumstances which the Terminating Party asserts justify termination under the referenced Section.

c. If the Non-Terminating Party disputes the Terminating Party's right to terminate this Agreement, the Non-Terminating Party must so notify the Terminating Party, in writing, within three (3) business days of the Non-Terminating Party's receipt of the Terminating Party's notice of termination.

d. If the Non-Terminating Party does not dispute the Terminating Party's right to terminate the Agreement, the Parties must execute an instrument evidencing the Termination of this Agreement.

e. If the Parties dispute the validity of an attempted termination of this Agreement, either Party may initiate a civil action in a court of competent jurisdiction to determine the status of this Agreement, and the Party that prevails in any such action is entitled to recover the costs and reasonable attorneys' fees which such Party incurs in the action from the non-prevailing Party.

18. **COVENANTS**.

a. Covenants of SELLER.

(i) On or before the actual date of Closing, SELLER must satisfy, of record, or have the Property released, of record, from any voluntary or involuntary liens encumbering the Property.

(ii) On or before the actual date of Closing, SELLER must pay for all labor or materials furnished to the Property at the request of SELLER or on SELLER's behalf between the Effective Date and the actual date of Closing.

(iii) Between the Effective Date and the actual date of Closing, SELLER will fully perform each of SELLER's obligations under and will observe any restriction imposed by any easement agreement, covenant, condition or restriction affecting or relating to the Property.

(iv) Between the Effective Date and the actual date of Closing, SELLER will not, without BUYER's prior written consent, grant, enter in to or agree to enter in to any lease, easement, covenant or restriction affecting the Property.

(v) If BUYER has engaged a real estate agent in connection with this transaction, BUYER must pay BUYER's Agent any commission or fee due to BUYER's Agent in connection with this transaction.

19. **AS-IS**: BUYER acknowledges that except for any obligations or express warranties and representations contained in this Agreement or any instrument, document or agreement to be delivered to BUYER at Closing, BUYER is not relying on any written, oral, implied or other representations, statement or warranties by SELLER or any agent of SELLER or any real estate broker or salesman. All previous written, oral, implied or other statements, representations, warranties or agreements, if any, are merged herein. Except as expressly set forth herein, SELLER will have no liability to BUYER, and BUYER hereby releases SELLER from any liability (including, but not limited to, contractual and/or statutory actions for contribution or indemnity), for, concerning or regarding (i) the nature and condition of the Property, including, but not limited to, the suitability thereof for any activity or use; (ii) any improvements or substances located thereon; or (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body. Except as otherwise provided herein, BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO, AND EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS, WHETHER IMPLIED OR BY OPERATION OF LAW, WITH RESPECT TO ANY MATTER AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (I) THE CONDITION, SUITABILITY, HABITABILITY,

MERCHANTABILITY OR FITNESS OF THE PROPERTY FOR BUYER'S PLANNED USE OF THE PROPERTY; (ii) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES (PUBLIC OR PRIVATE); AND (iii) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE IN, ON, OR ABOUT THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PROPERTY IS BEING SOLD "AS IS". THE PROVISIONS OF THIS PARAGRAPH WILL SURVIVE THE CLOSING HEREUNDER.

20. **SELLER CONTINGENCY.** SELLER is a Municipal Corporation and Charter City under the laws of the State of Minnesota. A requirement of SELLER City's Charter is the adoption of a Sale Ordinance permitting SELLER to sell the Property. The Sale Ordinance for the Property will not be effective until May 13, 2013. Therefore in the event the Sale Ordinance is not effective by May 13, 2013 this Agreement will be null and void and the Earnest Money shall be refunded to BUYER.

21. **MISCELLANEOUS.**

a. **Time of Essence**. Time is of the essence for all provisions of this Agreement.

b. **Survival of Terms**. The Parties' obligations under this Agreement and the representations and warranties which the Parties have recited in this Agreement will survive SELLER's delivery of a deed to BUYER and the closing of this transaction.

c. **Notices.** All notices provided for in this Agreement must be in writing. The notice will be effective as of the date two (2) days after the Party sending such notice deposits the notice with the United States Postal Service with all necessary postage paid, for delivery to the other Party via certified mail, return receipt requested, at the address set forth in Section 1 above. If Party delivers a notice provided for in this Agreement in a different manner than described in the preceding sentence, notice will be effective as of the date the other party actually receives the notice. The Party sending the notice must also mail a copy of the notice to the Parties' respective attorneys via certified mail, return receipt requested at the addresses set forth below:

Attorney for SELLER:	William K. Goodrich Randall, Goodrich & Haag, P.L.C. 2140 Fourth Avenue North Anoka, MN 55303 Telephone No: (763) 421-5424 E-mail: bgood@anokalaw.com
BUYER:	DGI Holdings, LLC Attn: David L. Milne President 14350 Azurite Street NW Ramsey, MN 55303 Telephone: (763)

d. **Full Agreement**. The Parties acknowledge that this Agreement represents the full and complete agreement of the Parties relating to the purchase and sale of the Property and all matters related to the purchase and sale of the Property. This Agreement supersedes and replaces any prior agreements, either oral or written; and any amendments or modifications to this Agreement must be in writing and executed by both Parties to be effective.

e. **Governing Law**. This Agreement has been made under the laws of the State of Minnesota and such laws control its interpretation.

f. **Counterparts, Electronic Copies as Originals and Delivery**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one in the same instrument. The parties agree that an executed copy of this Agreement that is delivered by electronic means including, but not limited to, facsimile or e-mail is effective and binding to the same extent as personal delivery of an original by the party to be bound.

g. **Partial Invalidity**. If any part of this Agreement or any part or any provision thereof shall be adjudicated to be void or invalid, then the remaining provisions hereof not specifically so adjudicated to be invalid shall be executed without reference to the part or portion so adjudicated, insofar as such remaining provisions are capable of execution.

h. **Headings**. The headings of the paragraph and subparagraphs of this Agreement are for convenience and reference only, and do not form a part hereof and in no way interpret or construe such paragraphs and subparagraphs.

i. **Words Interchangeable**. Words of pronoun shall be interchangeable with respect to gender and singular or plural as the context of application requires. If two or more parties are referred to collectively under designation, the liability of each shall be joint and several.

j. **Execute Necessary Documents**. Each of the parties shall execute any and all instructions, releases, assignments and consents which may be reasonably required in order to carry out the provisions of this Agreement.

k. **No Agency**. Nothing herein shall be construed in such a manner so as to constitute one party to be an agent or representative of the other and neither shall hold itself out as such.

l. **No Actions on Behalf of Other**. Neither party shall make any warranty or representation, or incur any obligation, liability or indebtedness on behalf of the other.

m. **Waiting Required**. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any

effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

n. **Exhibits**. Incorporated into this Agreement by reference, as described above, is Exhibit A (Existing Encumbrances).

BUYER**:**

DGI HOLDINGS, LLC.

Dated: _____, 2013

By: _____
Its: President

SELLER**:**

CITY OF RAMSEY

Dated: _____, 2013

By: _____
Its: Mayor

By: _____
Its: City Administrator

EXHIBIT A
EXISTING ENCUMBRANCES

1. 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.

2. 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.

3. Subject to drainage and utility easements as shown on the plat, SUNFISH LAKE BUSINESS PARK SECOND ADDITION, as filed as Document No. 484366.001 on September 7, 2005.

4. Subject to County of Anoka the Right of Access onto County Road No. 116 as shown on the plat, SUNFISH LAKE BUSINESS DISTRICT SECOND ADDITION, filed as Document No. 484366.001 on September 7, 2005.

5. Subject to drainage and utility easements as shown on the plat, SUNFISH LAKE BUSINESS PARK, filed as Document No. 408857 on October 9, 2007.

6. Subject to County of Anoka the Right of Access onto County Road No. 116 and County Road No. 57 as shown on the plat, SUNFISH LAKE BUSINESS PARK, filed as Document No. 408857 on October 9, 2007.

7. Terms and conditions of Easement Agreement dated October 15, 1997, filed May 11, 1998, as Document No. 308554.

8. Rights of others and easements reserved in Declaration of Restrictions and Covenants Agreement dated October 15, 1997, filed March 11, 1998, as Document No. 308555.

9. Terms and conditions of Landfill Cleanup Agreement dated October 15, 1997, filed March 11, 1998, as Document No. 308557.

10. Terms and conditions of Reciprocal Easement Agreement dated December 4, 2007, filed December 5, 2007, as Document No. 493598.004.

11. City of Ramsey Ordinance #03-46 dated December 27, 2007, filed January 4, 2008, as Document No. 493858.010, which ordinance vacates part of property described on certificate for drainage and utility purposes.

CC Regular Session **4. 7.**

Meeting Date: 06/25/2013

By: Chris Anderson, Community Development

Information

Title:

Approve Request for Site Plan Review for a Building Addition on the Property Located at 6815 McKinley Street NW; Case of Sharp & Associates

Background:

The applicant is proposing an 11,659 square foot addition to the south elevation of an existing building located at 6815 McKinley Street NW. The addition will accommodate warehousing needs for Cullinan Rigging, which currently operates on this site. The addition meets all required setbacks except for the thirty-five (35) foot front yard setback. The Planning Commission approved a variance for a twenty-two (22) foot setback along McKinley St at their June 6, 2013 meeting.

Notification:

All property owners within 350 feet of the Subject Property were notified of the Public Hearing for the variance via Standard US Mail. A Notice of Public Hearing regarding the variance was also published in the official newspaper.

Observations/Alternatives:

The property is a corner lot and abuts both Ebony Street to the east and McKinley Street to the south. The building addition is to the south portion of the building, which is the front elevation facing McKinley Street NW. The main building entry at the southeast corner will remain as is. The exterior finish of the proposed addition will match the exterior building materials, colors, windows and accenting band on the building's existing southern elevation. Staff is supportive of the proposed building elevation.

The proposed building addition will require twelve (12) parking stalls. The original site plan provided twenty-eight (28) stalls with an additional thirty (30) stalls shown as proof of parking in the northwest corner of the site. These stalls would not be initially installed but available in the event additional parking is needed. With the proof of parking stalls, the site meets the required fifty-eight (58) parking stalls with the building addition. Staff is supportive of the proof of parking plan.

The proposed addition will require the relocation of an existing storm sewer line. The proposed relocation of this line, as well as the storm water pond calculations, have been reviewed and are acceptable.

As previously mentioned, the Planning Commission approved a variance to the required front yard setback along McKinley St at their June 6, 2013 meeting. The Planning Commission determined that all three (3) factors (reasonableness, uniqueness and essential character) required by State Statute when considering a variance were satisfied. There were no verbal or written comments submitted as part of the Public Hearing.

Alternative #1: Approve the Site Plan as proposed. The property configuration provided some challenges to the proposed building expansion. However, with the approved variance for a reduced setback along McKinley St, the site plan as proposed provides an existing, growing Ramsey business to expand on site and accommodate their needs. Staff was supportive of the variance and is supportive of the proposed site plan.

Alternative #2: Deny the site plan. The proposed site plan complies with the zoning standards of the City (with the approved variance) and there does not appear to be any reason to deny this request.

Recommendation:

The Planning Commission recommends approval of the proposed site plan.

Funding Source:

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

Council Action:

Motion to approve the Site Plan contingent upon compliance with the Staff Report dated May 31, 2013, revised June 21, 2013 and execution of a Development Permit.

Attachments

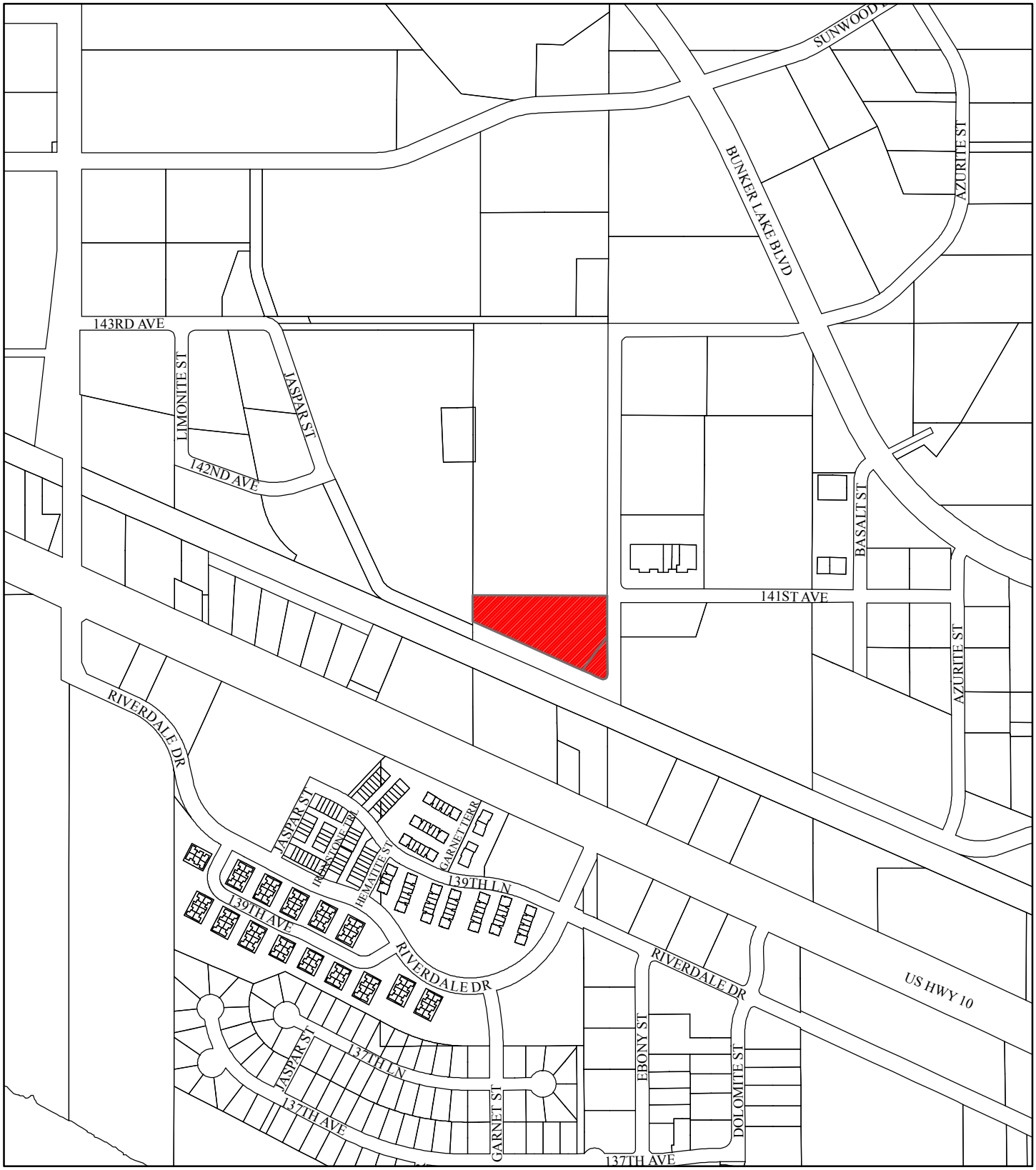
Site Location Map
Site Plan
Building Elevations
Landscape Plan
Staff Report Dated June 21, 2013
Development Permit
PC Minutes

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	06/19/2013 03:32 PM
Kurt Ulrich	Kurt Ulrich	06/19/2013 03:36 PM

Form Started By: Chris Anderson Started On: 06/14/2013 01:26 PM

Final Approval Date: 06/19/2013



City of RAMSEY

6815 McKinley Street NW

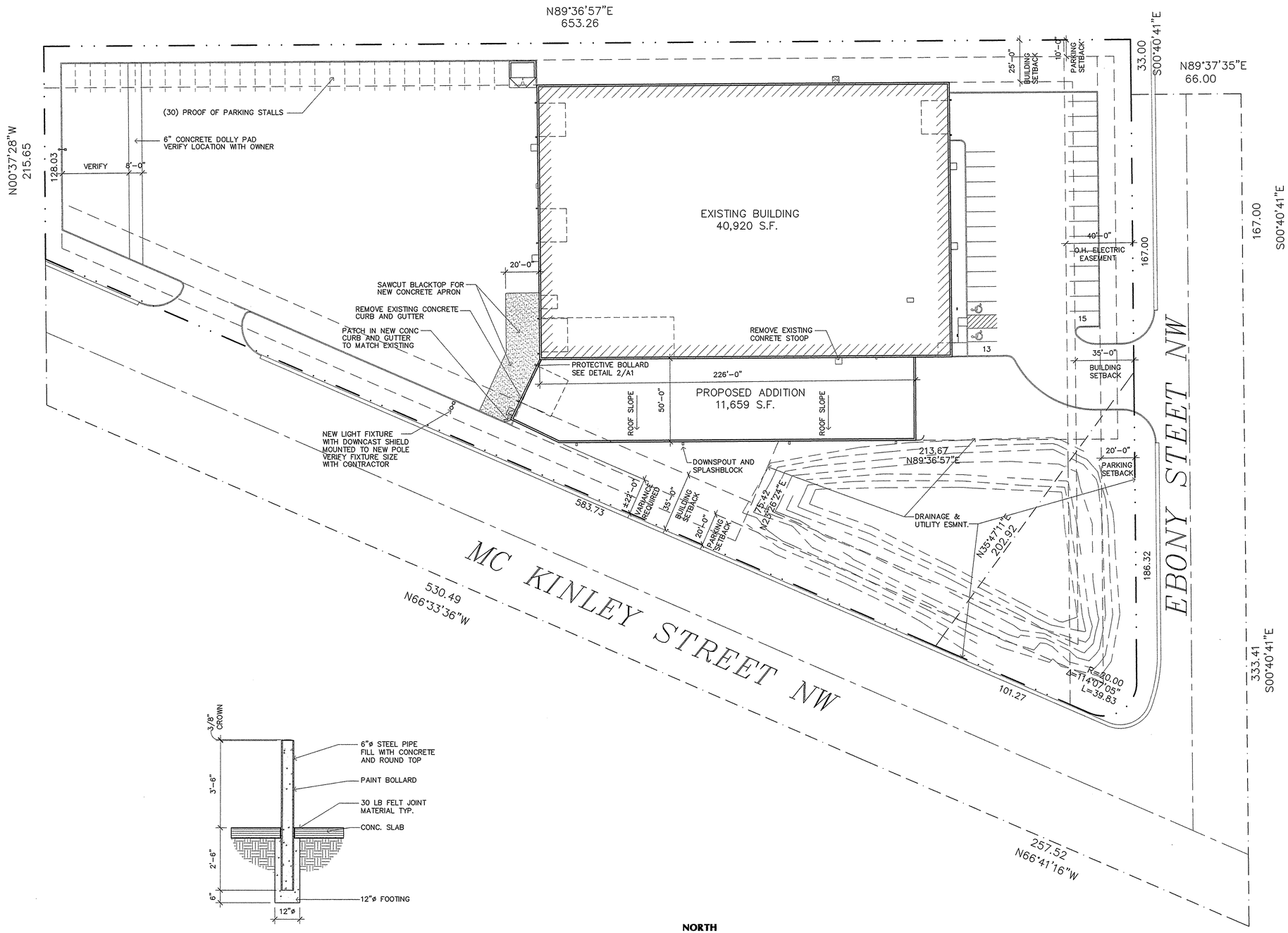
Legend

Site

Parcels

N

0 850 1,700 Feet



2 / A1 CONCRETE BOLLARD
SCALE: 1/2" = 1'-0"

1 / A1 SITE PLAN
SCALE: 1" = 30'-0"

Filename: CULLINAN RIGGING\ADDITION\CULLINAN RIGGING ADDITION-A1

LAMPERT ARCHITECTS
420 Summit Avenue
St. Paul, MN 55102
Phone:763.755.1211 Fax:763.757.2849
lampert@lampert-arch.com

ARCHITECT CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE
LEONARD LAMPERT
PRINT NAME
13669
LICENSE NO.
6/11/13
DATE

Sharp & Associates, LLC
10907 93rd Ave N
Maple Grove, MN 55369
Ph (763) 425-2002
Fax (763) 425-6428

CULLINAN RIGGING
6815 McKinley St NW, Ramsey, MN

Copyright 2013
Leonard Lampert Architects, P.A.

Project Designer: JAMES B
Drawn By: JRB
Checked By: LL
Revisions

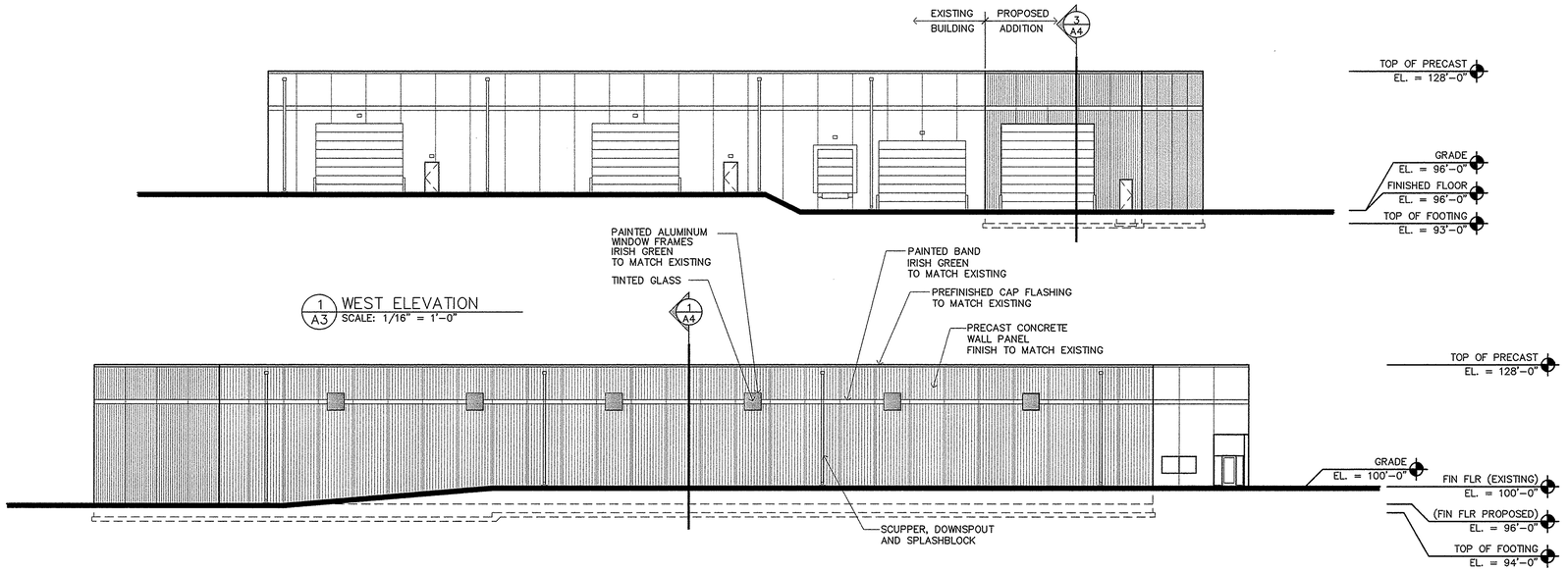
5/2/13	PRELIMINARY
6/6/13	FINAL REVIEW
6/11/13	ISSUE FOR PERMIT

SITE PLAN

Sheet Number

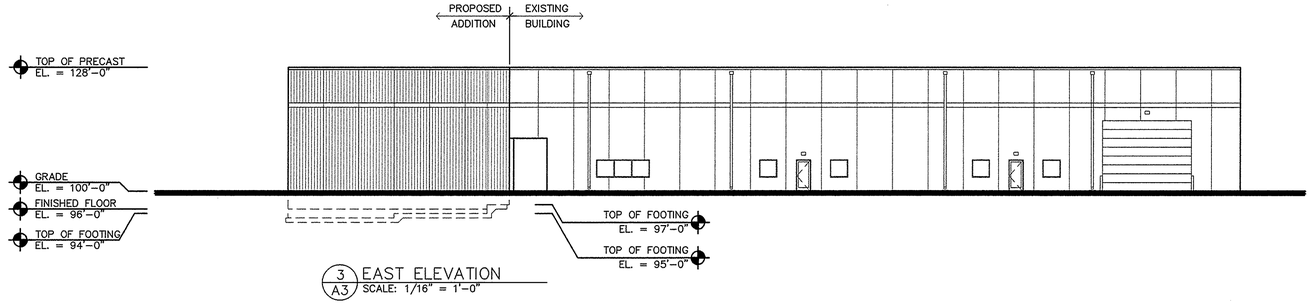
A1

Project No. 130425-2



1 A3 WEST ELEVATION
SCALE: 1/16" = 1'-0"

2 A3 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



3 A3 EAST ELEVATION
SCALE: 1/16" = 1'-0"

Filename: CULLINAN RIGGING\ADDITION\CULLINAN RIGGING ADDITION-A3

LAMPERT ARCHITECTS
420 Summit Avenue
St. Paul, MN 55102
Phone:763.755.1211 Fax:763.757.2849
lampert@lampert-arch.com

ARCHITECT CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE
LEONARD LAMPERT
PRINT NAME
13669
LICENSE NO.
6/11/13
DATE

Sharp & Associates, LLC
10907 93rd Ave N.
Maple Grove, MN 55369
Ph (763) 425-2002
Fax (763) 425-6428

CULLINAN RIGGING
6815 McKinley St NW, Ramsey, MN

Copyright 2013
Leonard Lampert Architects, P.A.

Project Designer: JAMES B
Drawn By: JRB
Checked By: LL

Revisions

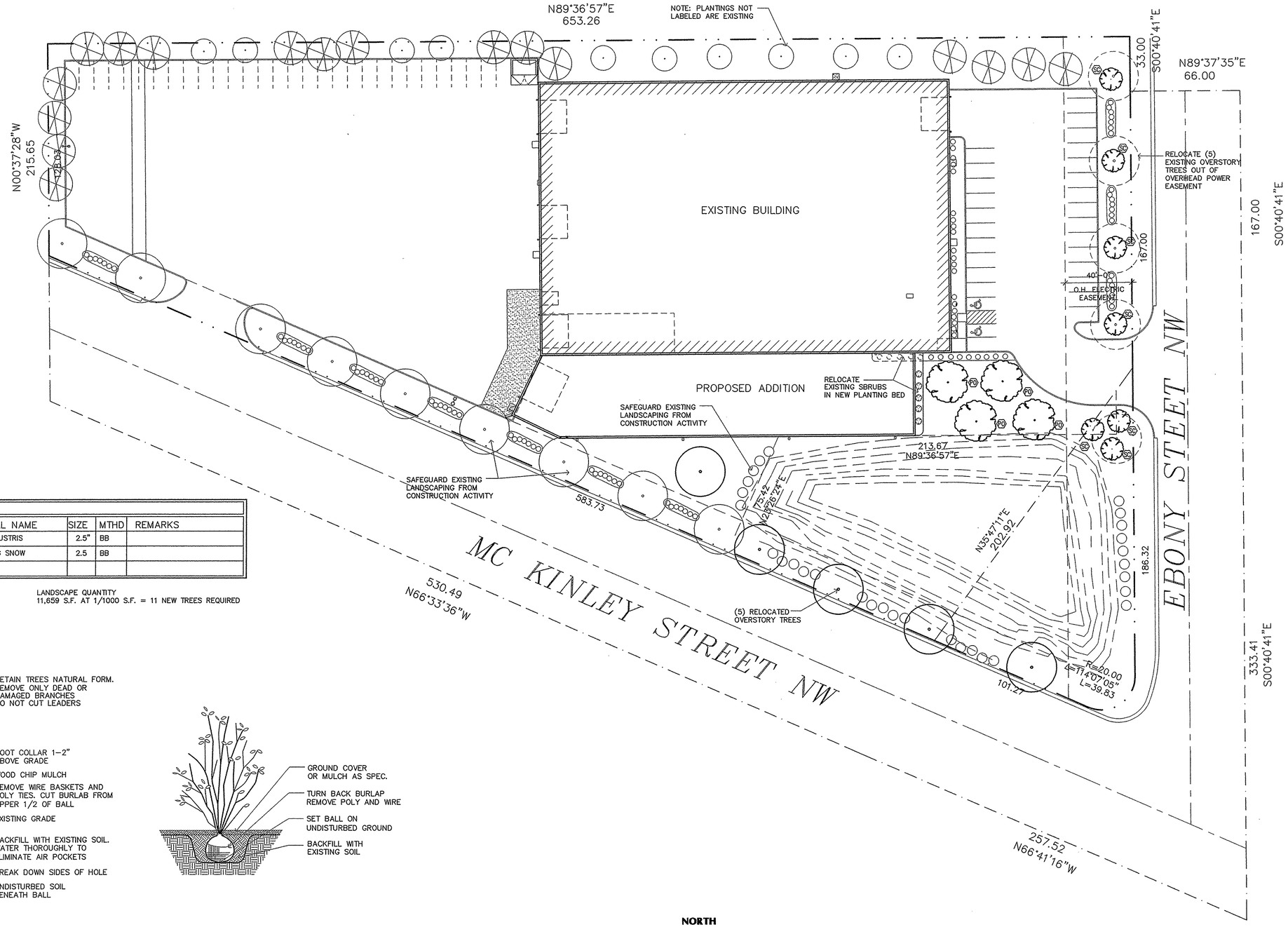
5/2/13	PRELIMINARY
6/6/13	FINAL REVIEW
6/11/13	ISSUE FOR PERMIT

BUILDING ELEVATIONS

Sheet Number

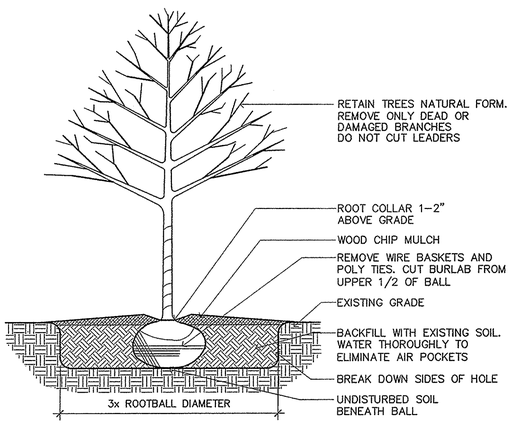
A3

Project No. 130425-2



PLANTING SCHEDULE						
QTY.	KEY	COMMON NAME	BOTANICAL NAME	SIZE	MTHD	REMARKS
4	PO	PIN OAK	QUERCUS PALUSTRIS	2.5"	BB	
7	SC	SPRING SNOW CRAB	MALUS SPRING SNOW	2.5	BB	

LANDSCAPE QUANTITY
11,659 S.F. AT 1/1000 S.F. = 11 NEW TREES REQUIRED



3/L1 TREE PLANTING DETAIL
SCALE: NOT TO SCALE

2/L1 SHRUB PLANTING DETAIL
SCALE: NOT TO SCALE

1/L1 LANDSCAPE PLAN
SCALE: 1" = 30'-0"

NORTH

Filename: CULLINAN RIGGING\ADDITION\CULLINAN RIGGING ADDITION-L1

Sharp & Associates, LLC
10907 93rd Ave N
Maple Grove, MN 55369
Ph (763) 425-2002
Fax (763) 425-6428

CULLINAN RIGGING
6815 McKinley St NW, Ramsey, MN

Drawn By: JRB
Checked By: LL
Revisions

5/2/13	PRELIMINARY
6/6/13	FINAL REVIEW
6/11/13	ISSUE FOR PERMIT

LANDSCAPE PLAN

Sheet Number

L1

Project No. 130425-2

June 21, 2013

Sharp & Associates, LLC
Attn: Dennis Sharp
10907 93rd Ave North
Maple Grove, MN 55369

Re: Site Plan Review—Cullinan Rigging

Dear Mr. Sharp:

The City of Ramsey has received your application for Site Plan and Variance Review to construct an approximately 11,000 square foot addition to an existing building located at 6815 McKinley Street NW. As you know, the Planning Commission approved the variance request at their June 6, 2013 meeting and also recommended approval of the Site Plan contingent upon the following:

- Required amendments as outlined in the attached Staff Report dated May 31, 2013.

Please note: with regard to the Site Plan, this is only a recommendation that is subject to review and final decision by the City Council (the variance was approved on June 6, 2013). A copy of the Staff Report is attached for your review as well as a copy of the Development Permit. The City Council will review the request on **Tuesday, June 25th, at 7:00 p.m.** at the Ramsey Municipal Center in the Council Chambers. You, or a representative of the development, are highly encouraged to attend this meeting. Please contact me at your earliest convenience prior to the meeting to verify if you will be attending.
Please let me know if you have any questions or concerns. I can be reached at (763) 433-9905 or by email at canderson@ci.ramsey.mn.us.

Sincerely,

CITY OF RAMSEY

Chris Anderson
Associate Planner/Environmental Coordinator

Enclosures

Cc: Robert Cullinan, 7005 Odean Ave NE, Otsego, MN 55330

CITY OF RAMSEY LAND USE APPLICATION
TECHNICAL REVIEW FILE

DATE	5-31-13 *REVISED* 6-21-13	**PROJECT ADDRESS**	6815 MCKINLEY STREET NW
PROJECT. TITLE	CULLINAN BUILDING ADDITION		
ESCROW #	113652		
DEPARTMENT:	Planning		
TECHNICAL REVIEWER:	Name: Tina Goodroad Phone: 651-253-6509 Email: tina.goodroad@stantec.com		

We offer the following comments regarding your request for site plan review and a variance to front yard setbacks.

General: The development proposal consists of an 11,659 square foot addition to the existing building on the south elevation. The addition will accommodate warehouse needs for Cullinan Rigging at 6815 McKinley Street NW. One additional dock door is proposed on the west elevation of the addition.

Zoning: The site is zoned E-2, Employment District. The purpose of the E-2 Employment District is to provide for the mix of typically large volumes or bulk commercial goods and services, wholesale/warehouse activities and limited retail activities. Office, manufacturing and warehousing uses are permitted uses in the E-2 zone.

Setbacks: The site meets all required setbacks except for the thirty-five (35) foot front yard setback along McKinley Street. At its closest point to McKinley Street, the proposed building is setback twenty-two (22) feet from the property line. Only a portion of the building addition is at this reduced setback. The applicant is requesting a thirteen (13) foot front yard setback variance for this southwest corner. *On June 6, 2013, the Planning Commission approved the request for a variance.*

Parking: The proposed building addition will require 12 parking stalls. The site plan proposes installation of twenty-eight (28) stalls with thirty (30) stalls shown as proof of parking in the northwest corner of the site. These stalls would not be initially installed but available in the event additional parking is needed. With the proof of parking stalls, the site meets the required fifty-eight (58) parking stalls with the building addition.

Landscaping: The ordinance requires additional landscaping for building expansions in the amount of one (1) new tree (deciduous/coniferous tree) for each 1,000 square feet of additional building footprint area. The Landscape Plan provides for eleven (11) new deciduous trees to be installed and also indicates five (5) existing overstory trees that are presently near or under a power line will be relocated to avoid future conflicts with the overhead utility.

Building Elevation: The building addition is to the south portion of the building, which is the front elevation facing McKinley Street NW. The main building entry at the southeast corner will remain as is. The proposed building addition will match the existing exterior building materials, colors, windows and accenting band as currently exists on the southern elevation. Staff is supportive of the proposed building elevation.

Variance Request: Recent statute changes renames the municipal variance standard from "undue hardship" to "practical difficulties," but otherwise retains the familiar three-factor test of (1) reasonableness, (2) uniqueness, and (3) essential character. Also included is a sentence new to city variance: "Variances shall only be permitted when they are in harmony with the general purposes and intent of the ordinance and when the terms of the variance are consistent with the comprehensive plan."

In evaluating this variance request under the new law, we need to adopt findings addressing the following questions:

Is the variance in *harmony with* the purposes and intent of the *ordinance*? The proposed use is an existing permitted use in the E-2 district. The addition will accommodate expansion of permitted warehousing use. A variance is necessary to accommodate that warehouse expansion as its thirteen (13) feet too close to the front yard setback (at its closest point, the entire addition is not out of compliance). The site is triangular in nature, making full use of the site for an addition is challenging. The rear of the site narrows such that an addition in this location would not be able to accommodate truck vehicles and required turning radius. For the reason of the shape of the site, a variance is reasonable and as a permitted use would be in harmony with the purpose of the ordinance.

Is the variance *consistent with* the *comprehensive plan*? Yes, the zoning and land use are consistent.

Does the proposal put property to use in a *reasonable manner*? Yes, the site configuration causes a hardship and therefore the variance to the front setback for the southwest corner provides reasonable use of the property.

Are there *unique circumstances* to the property not created by the landowner? Yes, the shape of the site offers challenges to create an addition while also maintaining truck access and radius.

Will the variance, if granted, alter the *essential character* of the locality? No. The use as an industrial use is consistent with the other uses in the immediate area.

Staff is supportive of the variance request. *The Planning Commission approved the variance request at their June 6, 2013 meeting.*

CITY OF RAMSEY LAND USE APPLICATION
TECHNICAL REVIEW FILE

DATE	5/31/13 *REVISED* JUNE 21, 2013	**PROJECT ADDRESS**	6815 MCKINLEY ST NW
PROJECT. TITLE	CULLINAN RIGGING BUILDING ADDITION		
ESCROW #	113652		
DEPARTMENT:	ENGINEERING		
TECHNICAL REVIEWER:	Name: Leonard Linton Phone: 763 433-9834 Email: llinton@ci.ramsey.mn.us		

We offer the following comments regarding your request for a building addition:

Grading and Drainage: The footings for the south wall of the proposed addition will be dropped to match the existing grade. The existing storm sewer system in the area of the addition will be relocated outside of the new addition. The addition is less than 1 acre so a new Lower Rum River WMO permit will not be required. We have reviewed the storm water calculations submitted with the original building and find that the pond was sized to accommodate this building addition. Additional calculations will not be required.

REU: The REU for the site will be recalculated at the time of building permit application.

CITY OF RAMSEY LAND USE APPLICATION
TECHNICAL REVIEW FILE

DATE	5/31/13 *REVISED* JUNE 21, 2013	**PROJECT ADDRESS**	6815 MCKINLEY ST NW
PROJECT. TITLE	Cullinan Rigging		
ESCROW #	113652		
DEPARTMENT:	Building		
TECHNICAL REVIEWER:	Name: Lee Gladitsch Phone: 763-433-9849 Email: inspectron@ci.ramsey.mn.us		

We offer the following comments regarding your request for an extension to an interim use permit:

General: Building expansion into road frontage setback will meet building code setbacks. During plan review, building code will be reviewed covering how the expansion will meet building code. Building department has no technical issues with this specific request.

O'CULLINAN PROPERTIES, LLC
DEVELOPMENT PERMIT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA

THIS AGREEMENT, made and entered into by and between the **CITY OF RAMSEY,** a municipal corporation under the laws of the State of Minnesota (the **"CITY"**), and **O'CULLINAN PROPERTIES, LLC,** a Limited Liability Company (Domestic) under the laws of the State of Minnesota, whose address is 7005 Odean Ave NE, Otsego, MN 55330 (the **"PERMITTEE"**).

WITNESSETH:

WHEREAS, the **PERMITTEE** is the fee owner of the property generally known as 6815 McKinley Street NW, Ramsey, MN 55303, and legally described as follows:

Lot 1, Block 1, Ebony Addition, Anoka County, Minnesota

and

Lot 1A, Block 1, Ebony Addition, Anoka County, Minnesota.

(the "**Subject Property**"); and

WHEREAS, on June 25, 2013 the **CITY** approved the final site plan for O'Cullinan Properties, LLC on the Subject Property; and

WHEREAS, the **PERMITTEE** intends to cause the Required Improvements to the **Subject Property** to be constructed without financial participation by the **CITY.**

NOW, THEREFORE, the **CITY** and **PERMITTEE** agree as follows:

SECTION I
REQUIRED IMPROVEMENTS AND FINANCIAL RESPONSIBILITIES

1. **City Code Compliance.** The **CITY** approves the site plan (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 prepared by Hakanson Anderson, dated May 7, 2013, and by Lampert Architects, dated May 2, 2013, revised June 11, 2013.

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 structure(s) 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. The **PERMITTEE** herein agrees to post "No Parking" signs along private streets in accordance with City Code requirements and in conjunction with the instructions of the Fire Chief.

6. **Building Façade.** The **PERMITTEE** agrees to construct the building in accordance with the **Site Plan** prepared by Hakanson Anderson dated May 7, 2013 and architectural elevations prepared by Lampert Architects dated May 2, 2013, revised June 11, 2013, and approved by the City Council on June 25, 2013 contingent upon compliance with the Staff Report dated May 31, 2013 and revised on June 21, 2013.

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 in accordance with the Grading, Drainage and Erosion Control Plan prepared by Hakanson Anderson and dated May 7, 2013.
   b. Relocation of Private storm sewer and appurtenances.
   c. Continuous, B6/12 concrete curbing and gutter around the perimeter of all bituminous/concrete surfaces.
   d. Removal of bituminous portions of bituminous pavement and replacement with reinforced concrete pavement.
   e. Installation of Landscaping in accordance with the Landscape Plan prepared by Lampert Architects, dated June 11, 2013.
   f. Establishment of turf in areas disturbed during construction and in accordance with the Site Plan.
   g. Temporary and permanent erosion control.

   ("Required Improvements)".

   The **PERMITTEE** agrees to construct the Required Improvements according to the terms and conditions of this agreement, in accordance with **PERMITTEE's** plans submitted to the **CITY**, and in compliance with the Staff Report dated May 31, 2013, revised June 21, 2013.

8. **Required Improvements Completion Date**. The Required Improvements shall be completed on or before June 25, 2014.

9. **Required Improvements Financial Guarantee**. In order to ensure the installation of the Required Improvements in accordance with **CITY** specifications and in a timely manner, the **PERMITTEE** shall be required to deposit with the **CITY** a cash escrow or letter of credit, approved as to form by the **CITY**, in the amount of Fifty Four Thousand Five Hundred Twenty Eight Dollars and No Cents. (**$54,528.00**), 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.

   Upon completion of the construction of the Required Improvements, the financial guarantee shall be returned to the **PERMITTEE** and the **PERMITTEE** shall be required to provide the landscaping maintenance guarantee described in Item #13 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, 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, which equates to One Thousand One Hundred Eighteen Dollars and No Cents (**$1,118.00**) (5% x $36,352.00). Upon completion of the Improvements to the satisfaction of the City, any surplus balance remaining in the **CITY's** escrow account shall be refunded to the **PERMITTEE**.

11. **Development Fees.** It is assumed that all applicable development fees were satisfied at the time of platting of the **Subject Property**.

SECTION II
PERMITS AND OCCUPANCY

12. **Requirements for Building Permits**. No building permit for any lot in the Plat shall be issued until: (a) a Class 5 driving surface is installed to within 300 feet of the structure; (b) site plan approval is granted by the **CITY** and any expense incurred in giving site plan approval has been reimbursed to the **CITY**; (c) the Building Official has been provided with a copy of the approved site plan, signed by a registered architect or surveyor, showing all dimensions to scale; (d) the Plat has been recorded at Anoka County Property Records, (e) a Lower Rum River Watershed Management Organization Permit has been obtained, (f) all applicable development fees, as outlined in Exhibit A attached hereto, have been paid to the **CITY**. 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 is in accordance with the approved grading plan for the Plat. Foundation approvals will require a certificate of elevation verifying that the actual elevation is in compliance with the approved grading and drainage plan. The lowest floor elevation shall be at least two (2) feet above the 100 year elevation.

    No occupancy permit for any lot in the Plat shall be issued until: (a) vehicular access to the lot is provided including the installation of at least one layer of bituminous surfacing; (b) all utilities are in place, operational and accepted by the **CITY**; (c) for lots that have a slope of less than 2%, a certificate of grading, prepared by a licensed (State of Minnesota), professional land surveyor, must be provided to the **CITY** documenting that the flattest grade on this lot is 1% or greater will require certificates of grading.

SECTION IV
LANDSCAPING

13. **Maintenance Guarantee for Landscaping**. It is herein agreed that the **PERMITTEE** shall provide a maintenance guarantee to ensure the survival of the plantings. Said maintenance guarantee shall consist of cash or a letter of credit, approved as to form by the **CITY**, in the amount of Nine Hundred

Ninety Dollars and No Cents (**990.00)** [# plantings (11 trees) x cost/planting ($300/tree) x 30% average non-survival rate], which shall be in effect for a two (2) 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 (2) year period, the **PERMITTEE** shall contact the **CITY** to schedule a final inspection of the landscaping. 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. Upon approval of the final landscape inspection by the **CITY,** the maintenance guarantee shall be returned to the **PERMITTEE**. In the event the **PERMITTEE** fails to maintain the required plantings for a two (2) 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 **Subject Property** for the purpose of replacing plantings in the event of the **PERMITTEE** default.

SECTION V
GENERAL

14. **Boulevard and Area Restoration**. The **PERMITTEE** shall be responsible for restoring all areas disturbed by the development grading operation in accordance with the approved erosion and sediment control plan. The **PERMITTEE** shall also be responsible for the cost of cleaning any soil, earth or debris from the wetlands within and adjacent to this **Site Plan** resulting from grading performed in the development of the land.

15. **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.

16. **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.

17. **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.

18. **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.

19. **Invalidity of Any Section**. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not effect or void any of the other provisions of this Agreement.

20. **Proof of Authority**. When the **PERMITTEE** is a corporation, the **CITY** requires proof of authority by the corporation to execute this Agreement. This proof of authority may be satisfied by providing

the **CITY** with a certified copy of minutes of the corporate Board of Directors granting such authority.

21. **Violation of This Permit**. If the **PERMITTEE** fails to perform any of the terms of this Development Permit in the manner required by the **CITY**, the **CITY** shall be entitled to recover, from the **PERMITTEE** or the issuer of **PERMITTEE** financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Development Permit by the **PERMITTEE** shall also be grounds for denial of Building Permit or issuance of Certificate of Occupancy.

22. **Agreement Binding On Successors and Assigns**. The **PERMITTEE** agrees that this Development Permit shall be binding upon its successors and assigns.

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

O'CULLINAN PROPERTIES, LLC

By: _____

Its: _____

CITY OF RAMSEY

By:_____
Its: Mayor

ATTEST

By:_____
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, 2013, before me a Notary Public personally appeared Sarah Strommen and Jo Thieling, to me personally known, being each by me duly sworn did say that they are respectively the Mayor and City Clerk of the City of Ramsey, the municipal corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said municipal corporation, and the said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said Sarah Strommen and Jo Thieling acknowledge said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing was acknowledged before me this _____ day of _____, 2013, by _____ _____, the _____ of O'Cullinan Properties LLC, a Limited Liability Company (Domestic) under the laws of the State of Minnesota, on behalf of the corporation.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

REVIEWED BY:
Randall, Goodrich and Haag
2140 Fourth Avenue
Anoka, MN 55303

5.04: Public Hearing: Consider Request for Site Plan Review and Variance to the Front Yard Setback on the Property Located at 6815 McKinley Street NW; Case of Sharp & Associates LLC

Public Hearing

Chairperson Levine called the public hearing to order at 8:21 p.m.

Presentation

Associate Planner/Environmental Coordinator Anderson presented the staff report stating the applicant is proposing an 11,659 square foot addition to the south elevation of an existing building located at 6815 McKinley Street. The addition will accommodate warehousing needs for Cullinan Rigging, which currently operates on this site. The addition meets all required setbacks except for the thirty-five (35) foot front yard setback. He explained the applicant was requesting a 13-foot deviation along McKinley Street. The variance requirements were reviewed in detail along with the business being conducted on this site. It was noted the triangular lot shape was unique. Staff reviewed the site plan further with the Commission and recommended approval of the variance to the front yard setback and site plan.

Citizen Input

Dennis Sharp, Sharp & Associates, discussed the equipment hauling that took place on this property, along with how traffic flowed in and out of the site. He then thanked the Commission for considering his request this evening.

Commissioner Field understood the business needed to expand. He questioned if other design plans were reviewed.

Mr. Sharp stated the property to the north was contacted to see if additional property could be purchased. The northern property owner was not in favor of this option. For this reason, the addition was being proposed as is to meet the growing needs of the business.

Motion by Commissioner VanScoy, seconded by Commissioner Field, to close the public hearing.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners VanScoy, Field, Bauer, Brauer, Maul, and Nossen. Voting No: None. Absent: None.

Chairperson Levine closed the public hearing closed at 8:36 p.m.

Commission Business

Commissioner VanScoy supported the addition stating it would fit well into the neighborhood.

Commissioner Field agreed.

DRAFT

Motion by Commissioner Bauer, seconded by Commissioner Field, to adopt Resolution #13-06-100 approving Findings of Fact #0913.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Bauer, Field, Brauer, Maul, Nossen, and VanScoy. Voting No: None. Absent: None.

Motion by Commissioner Bauer, seconded by Commissioner Field, adopt Resolution #13-06-101 approving the Variance to the Front Yard Setback.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Bauer, Field, Brauer, Maul, Nossen, and VanScoy. Voting No: None. Absent: None.

Motion by Commissioner Field, seconded by Commissioner VanScoy, to recommend that City Council approve the Site Plan contingent upon compliance with the Staff Report dated May 31, 2013.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Field, VanScoy, Bauer, Brauer, Maul, and Nossen. Voting No: None. Absent: None.

DRAFT

CC Regular Session **4. 8.**

Meeting Date: 06/25/2013

By: Diana Lund, Finance

Information

Title:

Approve Lease Amendments With Northwest Anoka County Consortium (Youth First) Located at 6701 Highway 10

Background:

The city of Ramsey has leased the easterly 4,820 square feet of the front portion of the property located at 6701 Highway 10 to the Northwest Anoka County Community Consortium (Youth First) since March of 2007. In November, 2009 the motion was made to extend the lease to December 2010. With no required monthly rental payments, combined with staff turnover,the urgency of amending the lease date was not apparent until the city contracted its property management services.

All terms of the lease would stay as per the original and amended agreements, with the exception being, that the lease would now expire on December 31, 2016 and that the Consortium would be required to cover electrical and utility expense in the amount of 60% of 50% for their respective share of electrical and city utility use. Northern Lights is currently covering 50% of said electric and utility costs, thus the Consortium would be required to pay 60% of the remaining 50%. The original agreeement required that they pay 100% of all utilities and the 2009 amendment stated that the Consortium was to pay for 100% of electric and city utilities, and that gas would be billed at 60%. The lease amendment would propose that all utilities: gas, electric & city utilities would be billed to the Consortium at the rate of 60% of 50% of total costs. Charging a share of the costs for the utilities holds the site accountable to check for running toilets, etc.

Notification:

Observations:

Recommendation:

Staff recommends execution of the amended lease with Northwest Anoka County Community Consortium with an expiration date of December 31, 2016 and amend that the Consortium's share of utility costs would be 60% of 50% of total costs related to gas, electric and city utilities.

Funding Source:

This site was purchased with RALF funds.

Council Action:

Motion to authorize the execution of the amendment to the lease with the Northwest Anoka County Community Consortium to reflect an expiration date of December 31, 2016 and to have the Consortium pay for 60% of 50% of the total costs of all utilities.

Attachments

6-25-13 Proposed Lease Amendment

Original Lease & 1st Amendment

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Diana Lund	06/19/2013 12:33 PM
Diana Lund	Diana Lund	06/19/2013 12:34 PM
Kurt Ulrich	Kurt Ulrich	06/19/2013 03:13 PM

Form Started By: Diana Lund Started On: 06/18/2013 02:10 PM

Final Approval Date: 06/19/2013

AMENDMENT TO LEASE FOR PART OF COMMERCIAL BUILDING LOCATED AT 6701 HIGHWAY 10 NW, RAMSEY, MN

This Amendment dated as of the _____day of June, 2013, is by and between the City of Ramsey, a Minnesota Municipal Corporation, 7550 Sunwood Drive, Ramsey, MN 55303, Second Party, ("LESSOR") and NORTHWEST ANOKA COUNTY COMMUNITY CONSORTIUM, a joint powers board organization pursuant to Minnesota Statutes, section 471.59, 2829 Verndale Avenue, Suite 2, Anoka Minnesota 55303, Second Party ("LESSEE")

WITNESSETH:

WHEREAS, LESSOR and LESSEE are parties to that certain Lease Agreement dated as of February 7, 2007 (the "Lease") for that property known as the southerly 4,820 square feet of the building located at 6701 Highwy 10 NW, Ramsey, Minnesota (the "Building"). The Building is located on the following legally described property:

Lot 3, Block 1, DEAL INDUSTRIAL PARK, Anoka County, Minnesota,

WHEREAS, LESSOR and LESSEE desire to amend the Lease as set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. Paragraph 3. **Term** is deleted and replaced with the following section:

3. **Term.** Lease term shall commence on the first day of March, 2007, (the "Commencement Date" **and expire on the 31st day of December, 2016**, at midnight, unless extended or sooner terminated as hereinafter provided (the Lease Term". Notwithstanding the stated expiration date herein, the LESSOR may upon 30 day prior written notice to LESSEE, terminate the Lease and require LESSEE to vacate the Premises.

2. Paragraph 7. **Utilities** is deleted and replaced with the following section:

7. **Utilities.** LESSEE shall pay for all utilities required by it for its use of the Premises, except that LESSEE and LESSOR will share the natural gas heating expense, electric expense and city utilities such that LESSOR shall pay

40% of said expense and LESSEE will pay 60% of 50% of total costs of said utilities.

T

Except as set forth above, all other terms and conditions of the Lease shall remain in full force and effect in accordance with their original terms.

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

LESSOR:

CITY OF RAMSEY COUNTY

BY: _____
Its: Mayor

BY: _____
Its: City Administrator

LESSOR:

NORTHWEST ANOKA COUNTY COMMUNITY CONSORTIUM

BY: _____
Its: Board Chair

LEASE FOR PART OF
COMMERCIAL BUILDING
LOCATED AT 6701 HIGHWAY 10 NW
RAMSEY, MINNESOTA

THIS LEASE AGREEMENT (this "Lease"), made and entered into this ___ day of February, 2007, by and between the CITY OF RAMSEY, a Minnesota Municipal corporation, 7550 Sunwood Drive, Ramsey, Minnesota 55303, First Party, ("LESSOR") and COUNTY OF ANOKA, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, Second Party, ("LESSEE"),

RECITALS

1. **Purpose.** LESSOR is the fee owner of the Premises described in paragraph 2 below, LESSEE desires to provide space (the Premises) for that non-profit organization known as Youth First Community of Promise of Andover, Anoka, Ramsey, ("Youth First"). LESSOR is willing to Lease the Premises to LESSEE pursuant to the terms and conditions of this Lease.

2. **Premises**. LESSOR does hereby demise, Lease and let to LESSEE the Southerly 4,820 square feet of the building located at 6701 Highway 10 NW, Ramsey, Minnesota and which building is located on the following legally described property:

Lot 3, Block 1, DEAL INDUSTRIAL PARK, Anoka County, Minnesota, (the "Premises").

The Premises also include the nonexclusive use of the paved parking areas adjacent to the building located on the real property described above, excluding the fenced in area. LESSEE'S employees and invitees shall not be permitted to the use of those parking areas which interfere with the reasonable use of other tenants located within the building.

3. **Term.** The Lease Term shall commence on the first day of March, 2007, (the "Commencement Date") and end on the 31st day of August, 2007, at midnight, unless extended or sooner terminated as hereinafter provided (the "Lease Term").

4. **Use**. The Premises shall be used by LESSEE as a commercial use for educational and outreach purpose programs as directed by Youth First. LESSEE will not make or suffer any unlawful or offensive use of the premises or any use or occupancy thereof contrary to any law of the state or any ordinance of the city now or subsequently hereto made. LESSEE will not conduct or permit to be conducted any activity, or place any equipment in or about the premises, which will in any way increase the rate of fire insurance or other insurance on the project; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of LESSEE in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment and, as a result thereof, LESSEE shall be liable for such increase and shall reimburse LESSOR therefore and, further, shall discontinue or cause the discontinuance of such conduct or shall remove such equipment upon LESSOR'S demand made at any time thereafter.

5. **Rent**. The LESSEE covenants and agrees to pay to the LESSOR at the LESSOR'S office without demand, a fixed rent of One Dollar ($1.00) for the entire Lease Term, payable in advance.

6. **Additional Rent**. In addition to the fixed rent, the LESSEE covenants and agrees to pay as additional rent all monies required to be paid by the LESSEE as set forth in the balance of this Lease. Specifically, but not by way of limitation, the reasonable value of any action taken or materials used by the LESSOR to correct or mitigate any violations of this Lease by the LESSEE shall be deemed additional rent and charged to the LESSEE, payable with the fixed rent payment.

7. **Utilities**. LESSEE shall pay water use for the premises and all bills for gas, electricity, fuel, light, heat or power for the premises or used by LESSEE in connection therewith.

8. **Real Estate Taxes and Special Assessments**. LESSOR shall be responsible for the payment of real estate taxes and special assessments during the term of the Lease.

9. **Repair and Maintenance**. LESSEE shall keep in good order and repair all glass, including plate glass, and the interior of the Premises, and, also, heating, sprinkler, water and electric fixtures in and upon the Premises, ordinary wear and tear excepted. LESSEE shall protect such

systems against freezing and damage due to neglect of LESSEE, and LESSEE shall keep the abutting sidewalks and parking areas free of ice and snow. LESSEE shall pay all costs and expenses necessary to maintain the plumbing, heating, air conditioning and electrical systems in and upon the Premises in good order and repair. LESSOR shall have the plumbing, heating, air conditioning, and electrical systems in working order on the commencement date of this Lease. LESSEE shall arrange for all necessary maintenance, including snow removal, of all of the green areas and parking areas, and LESSEE shall pay 100% of all costs and expenses for such maintenance. This is a net, net, net Lease, and LESSEE shall be solely and exclusively responsible for any and all costs and expenses of any nature or kind whatsoever attributable to the Premises except as herein specifically otherwise provided. LESSEE agrees to and shall maintain and keep the interior and exterior areas of the Premises in the same high degree of maintenance and upkeep as in when the LESSEE takes possession. Provided, however, that LESSOR shall be responsible for repair of the foundation, the exterior walls excluding glass and doors, the roof and any defect that is pre-existing as of the date hereof.

10. **Improvements, Alterations and Remodeling**. The LESSEE shall be permitted to perform improvements, alterations or remodeling on or to the Premises consistent with its intended use thereof; provided, however, that such improvements shall be done at the sole expense of the LESSEE and provided that any single improvement reasonably expected to exceed $2,500 in cost may be done only with the LESSOR'S prior written consent. Any other improvements, alterations or remodeling shall be performed only with the written consent of the LESSOR.

11. **Hazard Insurance**. It shall be the responsibility of the LESSOR to keep the Premises and its interest therein covered by hazard insurance against loss or damage by fire and other perils. The LESSEE covenants and agrees to pay to the LESSOR, as additional rent, 100% of the premiums for such insurance during the term of this Lease and any renewal thereof; such portion of said premiums shall be paid by the LESSEE to the LESSOR within ten (10) days of receipt of written notice thereof from the LESSOR. The LESSOR shall provide to LESSEE copies of such insurance policies upon reasonable request of LESSEE.

12. **Operating Expenses.** LESSEE'S share of the operating expenses for the Premises shall be $250.00 per month which amount shall be paid to LESSOR on the first day of each month during the Lease Term. Said monthly operating expense shall be deemed additional rent as defined in paragraph 4 above.

13. **Assignment**. LESSEE will not assign, transfer, mortgage or encumber this Lease or sublet or rent or permit occupancy or use of the Premises, or any part thereof by any third party; no assignment or transfer of this Lease shall be effectuated by operation of law or otherwise, (any of the foregoing being hereinafter referred to as an "Assignment").

14. **Destruction of Premises**. If Premises are totally destroyed (or so substantially damaged as to be wholly untenable) by storm, fire, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and rent shall be accounted for as between LESSOR and LESSEE as of that date. If Premises are damaged but not rendered wholly untenable and the damage can be fully repaired in ninety days, rent shall abate in proportion as the Premises have been damaged, and LESSOR shall restore within said time limit, whereupon rent in full shall re-commence. Should LESSOR fail or refuse to fully repair the Premises within said ninety days, LESSEE may terminate this Lease agreement.

15. **Removal of Fixtures**. LESSEE, prior to the expiration of this Lease or renewal thereof, may remove all fixtures and equipment, which it has placed in Premises. LESSEE shall repair all damage caused by removal of fixtures or equipment.

16. **Entry by LESSOR**. LESSOR may at all reasonable times enter to view the Premises, to make repairs or show the premises to persons who may wish to Lease or buy the same.

17. **Default**. If the LESSEE defaults for ten days after written notice from the LESSOR in paying any rent or if the LESSEE shall be declared bankrupt or insolvent according to law or shall make an assignment for the benefit of its creditors or if the LESSEE shall violate or default in any of the other covenants, agreements, stipulations or conditions herein and such violation or default shall continue for ten days after written notice from the LESSOR of such violation or default, then and in such case the LESSOR lawfully may immediately, or at any time thereafter, and without notice or

demand, enter into and upon the Premises, or any part thereof, in the name of the whole, and repossess the same and expel the LESSEE and those claiming under it and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and prejudice, and the LESSOR shall have all remedies and recourse which might otherwise be used by the LESSOR for arrears of rent or any breach of covenants herein contained.

18. **Quiet Possession**. LESSOR further covenants and warrants that if the LESSEE shall discharge the obligations herein set forth, the LESSEE shall have and enjoy, during the term hereof, quiet and undisturbed possession of the Premises.

19. **Hold Harmless and Liability Insurance**. Except in the case of the negligence of the LESSOR, its agents or its employees, the LESSEE agrees to save, hold harmless and defend the LESSOR for any liability for damages to any person or property in or about the Premises. The LESSOR shall not be liable to the LESSEE, its agents, employees, representatives, customers or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire or for any other cause occurring on or about the premises. All property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the sole risk of the LESSEE. During the term hereof and during renewal LESSEE shall at all times have in full force and effect a policy of general public liability insurance in the amount of at least Two Million and no/100 Dollars ($2,000,000.00) per occurrence, or such greater amount as the parties may agree to from time to time, which insurance shall insure LESSOR as landlord and LESSEE as tenant against liability for acts of LESSOR and LESSEE.

20. **Damage or Loss and Waiver of Subrogation**. LESSOR and LESSEE hereby agree that neither shall be liable to the other for loss arising out of damage to or destruction of the Premises, or the contents thereof, when such loss is caused by any of the perils included within a standard form of fire and extended coverage insurance.

This agreement shall be binding whether or not such damage or destruction is caused by the negligence of either LESSOR or LESSEE, or their agents, servants or employees and further, any and all right of subrogation by any insurance carrier is hereby waived.

21. **Time of the Essence**. Time is of the essence of this Lease.

22 **Relationship of Parties**. This contract shall create the relationship of landlord and tenant between LESSOR and LESSEE and none other.

23 **Holding Over**. If the LESSEE remains in possession after expiration of the term hereof, with LESSOR'S acquiescence and without any distinct agreement of parties, the LESSEE shall be a tenant at will, and there shall be no renewal of this Lease by operation of law.

24 **Surrender of Premises**. At the termination of this Lease, LESSEE shall surrender premises and keys thereof to LESSOR.

25 **Definitions**. "LESSOR" as used in this Lease shall include First Party, its representatives, assigns and successors in title to Premises; "LESSEE", if this Lease shall be validly assigned or sublet, shall include its successors and shall include also LESSEE'S assignees and sublessees. "LESSOR" and "LESSEE" shall include male and female, singular and plural, corporation, partnership or individual as may fit the particular parties.

26 **Eminent Domain**. If the entire Premises are taken by any public authority under the power or threat of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority, and the LESSOR shall make a pro rata refund of any rent that may have been paid in advance. In the event that less than the entire Premises is so taken and provided the Premises are not rendered untenantable thereby, then this Lease shall terminate only at the option of the LESSOR. In the event that only a part of the Premises is so taken and that this Lease does not so terminate, there shall be a pro rata reduction in rent to the extent such taking interferes in any way with LESSEE'S use of the Premises, and all other terms and provisions hereof shall remain in full force and effect. All damages awarded for such taking shall belong to and be the property of the LESSOR, irrespective of the basis on which they are awarded.

27 **Subordination**. The LESSEE agrees that at the LESSOR'S election this Lease shall be subordinate to any land Lease, or mortgage now on or to be placed in the future on the Premises or building and to any and all advances to be made thereunder and to the interest thereon and to all renewals, replacements and extensions thereof, provided that such subordination shall not materially

affect either party's obligations under this Lease. The LESSEE hereby appoints the LESSOR as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.

28 **Notices**. All communications, demands, notices or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, or, if telegraphed, by prepaid telegram, and addressed to the other party to this Lease to the address set forth next to that party's signature at the end of this Lease, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth day after the giving of notice, the newly designated address shall be that party's address for the purposes of all communications, demands, notices or objections permitted or required to be given or served under this Lease.

29 **Further Assurances**. In addition to any other information which may reasonably be requested, either party shall without charge, at any time and from time to time hereafter, within ten days after written request, certify by written instrument duly executed and acknowledged to any person, firm or corporation specified in such request:

(a) Whether this has been supplemented or amended, and, if so, the substance and manner of such supplement or amendment;

(b) The validity and force and effect of this Lease, in accordance with its tenor as then constituted;

(c) The existence of any default thereunder;

(d) The existence of any offsets, counterclaims or defenses thereto on the party of such other party; and

(e) The commencement and expiration dates of the term of this Lease.

Any such certificate may be relied on by the party who requested it and by any other person, firm or corporation to whom it may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing it.

30 **Minnesota Law**. This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

31 **Entire Agreement**. This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

32. **Attachment.** The Exhibit A attached is incorporated herein as if fully set forth at this point. Exhibit A is titled: Property Rules and Regulations.

IN WITNESS WHEREOF the parties hereto have executed these presents in quadruplicate, this day and year first above written.

LESSOR'S ADDRESS:

City Administrator
7550 Sunwood Drive
Ramsey, Minnesota 55303

CITY OF RAMSEY

By: _____
Its: Mayor

By: _____
Its: Interim City Administrator

Approved at to Form:

_____
William K. Goodrich, City Attorney

LESSEE'S ADDRESS:

County Administrator
Anoka County Government Center
2100 Third Avenue

COUNTY OF ANOKA

By:_____

FIRST AMENDMENT TO LEASE FOR PART OF COMMERCIAL BUILDING LOCATED AT 6701 HIGHWAY 10 NW, RAMSEY, MN

This First Amendment dated as of the _____ day of February, 2010, is by and between the City of Ramsey, a Minnesota Municipal Corporation, 7550 Sunwood Drive, Ramsey, MN 55303, Second Party, ("LESSOR") and NORTHWEST ANOKA COUNTY COMMUNITY CONSORTIUM, a joint powers board organization pursuant to Minnesota Statutes, section 471.59, 2829 Verndale Avenue, Suite 2, Anoka, Minnesota 55303, Second Party ("LESSEE").

WITNESSETH:

WHEREAS, LESSOR and LESSEE are parties to that certain Lease Agreement dated as of February, 2007 (the "Lease") for that property known as the southerly 4,820 square feet of the building located at 6701 Highway 10 NW, Ramsey, Minnesota (the "Building"). The Building is located on the following legally described property:

Lot 3, Block 1, DEAL INDUSTRIAL PARK, Anoka County, Minnesota,

WHEREAS, LESSOR and LESSEE desire to amend the Lease as set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. Paragraph 2. **Premises** is deleted and replaced with the following section:

> 2. **Premises**. LESSOR does hereby demise, Lease and let to LESSEE the easterly 4,820 square feet.
>
> The Premises also include the nonexclusive use of the paved parking areas adjacent to the Building, excluding the fenced in area. LESSEE'S employees and invitees shall not be permitted to the use of those parking areas which interfere with the reasonable use of other tenants located within the Building.

2. Paragraph 3. **Term** is deleted and replaced with the following section:

> 3. **Term.** The Lease Term shall commence on the first day of March, 2007, (the "Commencement Date") and expire on the 31st day of December, 2010, at midnight, unless extended or sooner terminated as hereinafter provided (the "Lease Term"). Notwithstanding the stated expiration date herein, the LESSOR may upon 30 day prior written notice to LESSEE, terminate the Lease and require LESSEE to vacate the Premises.

3. Paragraph 7. **Utilities** is deleted and replaced with the following section:

> 7 **Utilities**. LESSEE shall pay for all utilities required by it for its use of the Premises, except that LESSEE and LESSOR will share the natural gas heating expense such that LESSOR shall pay 40% of said expense and LESSEE will pay 60% of said utility expense.

4. Paragraph 9. **Repair and Maintenance** of the Lease is amended by the addition of the following sentence:

> LESSOR shall be responsible for all costs and expenses necessary to maintain the plumbing, heating, air conditioning, and electrical systems installed in the Premises, in working order.

5. Paragraph 11. of the Lease is deleted and replaced with the following:

> 11. **Hazard Insurance.** It shall be the responsibility of LESSOR to keep the Premises insured for hazard insurance against loss or damage by fire and other perils.

6. Paragraph 19. **Hold Harmless and Liability Insurance** is amended as follows:

> 19. **Hold Harmless and Liability Insurance** of the Lease is amended by reducing the general public liability insurance requirement from Two Million and no/100 Dollars ($2,000,000.00) per occurrence to One Million and no/100 Dollars ($1,000,000.00) per occurrence.

Except as set forth above, all other terms and conditions of the Lease shall remain in full force and effect in accordance with their original terms.

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

LESSOR:

CITY OF RAMSEY

By: _____
Its: Mayor

By: _____
Its: City Administrator

LESSEE:

NORTHWEST ANOKA COUNTY COMMUNITY CONSORTIUM

By: _____
Its: Board Chair

FIRST AMENDMENT TO LEASE FOR PART OF COMMERCIAL BUILDING LOCATED AT 6701 HIGHWAY 10 NW, RAMSEY, MN

This First Amendment dated as of the _____ day of February, 2010, is by and between the City of Ramsey, a Minnesota Municipal Corporation, 7550 Sunwood Drive, Ramsey, MN 55303, Second Party, ("LESSOR") and NORTHWEST ANOKA COUNTY COMMUNITY CONSORTIUM, a joint powers board organization pursuant to Minnesota Statutes, section 471.59, 2829 Verndale Avenue, Suite 2, Anoka, Minnesota 55303, Second Party ("LESSEE").

WITNESSETH:

WHEREAS, LESSOR and LESSEE are parties to that certain Lease Agreement dated as of February, 2007 (the "Lease") for that property known as the southerly 4,820 square feet of the building located at 6701 Highway 10 NW, Ramsey, Minnesota (the "Building"). The Building is located on the following legally described property:

Lot 3, Block 1, DEAL INDUSTRIAL PARK, Anoka County, Minnesota,

WHEREAS, LESSOR and LESSEE desire to amend the Lease as set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. Paragraph 2. **Premises** is deleted and replaced with the following section:

> 2. **Premises**. LESSOR does hereby demise, Lease and let to LESSEE the easterly 4,820 square feet.
>
> The Premises also include the nonexclusive use of the paved parking areas adjacent to the Building, excluding the fenced in area. LESSEE'S employees and invitees shall not be permitted to the use of those parking areas which interfere with the reasonable use of other tenants located within the Building.

2. Paragraph 3. **Term** is deleted and replaced with the following section:

> 3. **Term**. The Lease Term shall commence on the first day of March, 2007, (the "Commencement Date") and expire on the 31st day of December, 2010, at midnight, unless extended or sooner terminated as hereinafter provided (the "Lease Term"). Notwithstanding the stated expiration date herein, the LESSOR may upon 30 day prior written notice to LESSEE, terminate the Lease and require LESSEE to vacate the Premises.

3. Paragraph 7. **Utilities** is deleted and replaced with the following section:

> 7 **Utilities**. LESSEE shall pay for all utilities required by it for its use of the Premises, except that LESSEE and LESSOR will share the natural gas heating expense such that LESSOR shall pay 40% of said expense and LESSEE will pay 60% of said utility expense.

4. Paragraph 9. **Repair and Maintenance** of the Lease is amended by the addition of the following sentence:

> LESSOR shall be responsible for all costs and expenses necessary to maintain the plumbing, heating, air conditioning, and electrical systems installed in the Premises, in working order.

5. Paragraph 11. of the Lease is deleted and replaced with the following:

> 11. **Hazard Insurance.** It shall be the responsibility of LESSOR to keep the Premises insured for hazard insurance against loss or damage by fire and other perils.

6. Paragraph 19. **Hold Harmless and Liability Insurance** is amended as follows:

> 19. **Hold Harmless and Liability Insurance** of the Lease is amended by reducing the general public liability insurance requirement from Two Million and no/100 Dollars ($2,000,000.00) per occurrence to One Million and no/100 Dollars ($1,000,000.00) per occurrence.

Except as set forth above, all other terms and conditions of the Lease shall remain in full force and effect in accordance with their original terms.

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

LESSOR:

CITY OF RAMSEY

By: _____
Its: Mayor

By: _____
Its: City Administrator

LESSEE:

NORTHWEST ANOKA COUNTY COMMUNITY CONSORTIUM

By: _____
Its: Board Chair

CC Regular Session **4. 9.**

Meeting Date: 06/25/2013

By: Diana Lund, Finance

Information

Title:

Approve Letter of Intent With Pact Charter School to Lease Warehouse Space at 6701 Highway 10

Background:

Premier Properties, which now handles the property management of several properties on Highway 10 for the City, has received a Letter of Intent from Pact Charter School, approved by their Board, to enter into a lease agreement for warehouse space at 6701 Highway 10.

Pact Charter School is proposing to lease a portion of the back storage area to store approximately ten school buses. The proposal asks for approximately 420 square feet of heated storage space on the east side of the building (Exhibit A in attachment) and approximately 5,040 square feet of cold storage space (Shown also in Exhibit A). Access to both the East and West loading doors (doors 2,3,4,13,14,15 and 12(heated bay) are needed) Pact is proposing a $1 per square foot and their share of electrical costs.

Per Marty Fisher, of Premier Properties, current market rate is around $1.50 per square foot. Pact is proposing to make the following modifications at their expense: Add electrical operators on each garage door and additional electrical to power engine block heaters for the buses. An electrical sub-meter would be installed to monitor electrical usage. The improvements would remain with the building.

Notification:

Pact Charter School Letter of Intent is attached. This item was presented to the City Council at a worksession earlier in the evening.

Recommendation:

Based on the recommendation of the city's property manager, Premier Properties, to accept the $1.00 per square foot proposal as the $1.00 per square foot would not be undercutting the market in Ramsey due to there not being any other cold storage space on the market in Ramsey.

Funding Source:

RALF funded. Rent revenues are to be used within the RALF guidelines.

Council Action:

Motion to Approve the Letter of Intent, and authorize staff to prepare a lease agreement between Pact Charter School and the City of Ramsey, subject to review and approval of the City Attorney.

Attachments

LOI Pact Charter School

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/19/2013 03:24 PM

Form Started By: Diana Lund Started On: 06/19/2013 09:56 AM

Final Approval Date: 06/19/2013

PREMIER
COMMERCIAL
PROPERTIES

A Real Estate Services Company
6897 139th Lane NW
Ramsey, MN 55303
763.862.2005 Office
763.862.1925 Fax

City of Ramsey
7550 Sunwood Drive
Ramsey, Minnesota 55303

June 5, 2013

RE: Proposal to lease space at: **6701 Hwy 10 Ramsey, MN**

Dear Ms. Lund,

This correspondence is to serve as a letter of intent to enter into a lease agreement for warehouse space located at 6701 Hwy 10 Ramsey, MN. This letter of intent will allow us to move forward on a layout and to finalize a building lease agreement for the building. The general terms of the lease are anticipated to be as follows:

TENANT: **Pact Charter School**
7250 East Ramsey Parkway
Ramsey, MN 55303

1) LOCATION: 6701 Hwy 10 Ramsey, MN. Storage area approximately shown on Exhibit A, attached.

2) SIZE: Approximately 420 square feet of demised, heated storage space on the East side of the building and shown on Exhibit A. In addition, Pact Charter desires approximately 5,040 square feet of cold storage space as shown on Exhibit A. This will require access to both the East and West loading doors (doors 2,3,4,13,14,15 and door 12 (heated bay)).

The storage space will be used for school buses. Pact Charter plans to store 10 buses. Each bus is approximately 10' wide at the mirrors and 40' in length.

3) LEASE TERM: One (1) year.

4) COMMENCEMENT DATE: July 1, 2013.

5) BASE RENT: **Pact Charter School** will pay the following **yearly** rent for all storage space:

Year 1	$1.00 / rsf / gross, plus a share of the electrical useage as described below

6) IMPROVEMENTS: Building Owner will provide the following improvements to the space prior to Lease Commencement:

1) All mechanical (including the garage doors), plumbing and electrical (including lights) systems shall be in proper operation at Landlord turnover.

2) Pact Charter wishes to modify the space as follows, at their sole expense

   - Add electrical operators on each garage door within their premises.
   - Add additional electrical in the Premises to power engine block heaters for the buses. An electrical sub-meter would be installed to monitor the electrical useage.

7) SECURITY DEPOSIT: One months gross rent shall be due upon Lease execution.

8) 1st MONTH DUE: First months gross rent shall be due at Lease execution.

9) USE: Tenant shall use the space for storage of school buses.

10) SIGNAGE: None required.

11) OPERATING COSTS: **Pact Charter School** will pay for their own electrical useage, trash, and snowplowing and heat for the one heated bay. All other utilities are included in the gross rent.

14) FEE'S: Landlord shall pay Premier Commercial Properties, Inc. a Leasing fee of 5% of the total rent for the term which is due upon Lease Commencement.

15) INSURANCE: As required by the lease, to include liability and property insurance.

Both **Pact Charter School** and **Landlord** intend to negotiate diligently and enter into a formal lease agreement no later than June 30th, 2013. We hope that these terms are generally acceptable and that we can move forward in finalizing a lease. We also hope you understand that this is a **non-binding letter of intent**, and that the only binding agreement between both parties will be the completed and signed Lease.

Please indicate your understanding and acceptance of these general terms by signing below and returning to my attention.

TENANT: _____

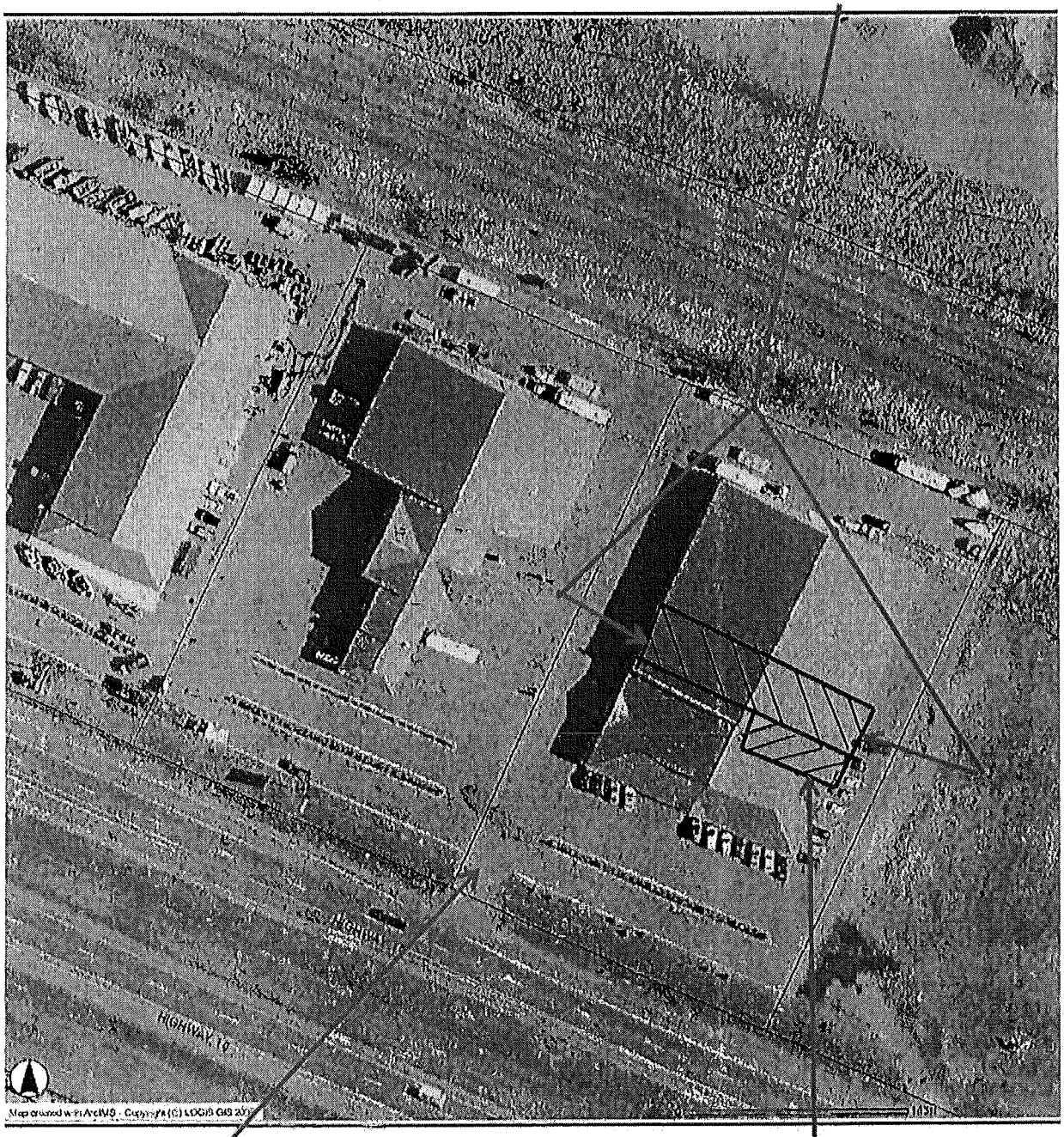
BUILDING OWNER: _____

Thank you,

Marty Fisher
Direct (763) 862-2005 Fax (763) 862-1925

Exhibit A

Cold storage space
of approximately 5,040 sq ft
Includes doors 2, 3, 4, 12, 13, 14, 15



Joint or common access and drive lane

Heated and demised bay
of 420 rsf

CC Regular Session **4. 10.**

Meeting Date: 06/25/2013

By: Tim Gladhill, Community Development

Information

Title:

Approve Request for Use of Veterans Drive Right of Way Adjacent to 7700 Sunwood Drive for Outdoor Dog Area; Case of Residence at The COR - Recommendation of Public Works Committee - June 18

Background:

The City has received a request from Residence at The COR, a 230-unit apartment complex located at 7700 Sunwood Drive NW, for use of the right of way/boulevard area on the south side of Veterans Drive as a location for pet owners' use. This proposed space would be an area for tenants with pets for a sanitary area for pet waste, but would not be a dog park area. Pet owners would be required to immediately remove their pets' waste.

Residence at The COR would be responsible for constructing and maintaining the area. This would not be an improvement for which the City would accept any maintenance obligation. The Applicant has submitted a sketch drawing of the proposed improvements. The improvements would include landscape improvements (trees and shrubs), sidewalk, mulch, and pea gravel. The area would not be used as an off-leash park. This type of arrangement, whether it be public space or rights of way, is common in more urban settings (provided that adequate safety measures are in place).

Staff's main concern would be safety along the railroad tracks. With that in mind, Staff would recommend that this not be an off-leash area, nor be considered an off-leash dog park.

In the interim, the Residence at The COR requests utilization of the future Municipal Plaza area (north side of Sunwood Drive) for pet owners' use until the proposed long-term solution is completed. According to Residence at The COR staff, it has experienced multiple inquiries regarding areas for pets.

A Maintenance Agreement will be recorded on the Residence at The COR parcel, documenting specific maintenance obligations and process for City removal as necessary for maintenance, repair, or other improvements or in the even of non-maintenance on the part of Residence at The COR.

Alternative #1 - Approve the request as presented. Staff finds this solution acceptable. Maintenance responsibilities would be that of the Residence at The COR. If proper maintenance is not peformed, the City could remove the area.

Alternative #2 - Approve the request on the north side of Sunwood Drive (Municipal Plaza). At this time, it is not recommended to consider this alternative, as the design and future construction of this area is undetermined and would be impacted by future construction.

Alternative #3 - Deny the request. With this scenario, tenants would need to utilize other public land pursuant to current law, or the private areas on site, such as the center courtyard. There is limited green space for this type of use in other areas of the site.

Notification:

No notification is required.

Observations:

The purpose of this case is to confirm the recommendation of the Public Works Committee to allow a Dog Waste Area to be constructed in the Veterans Drive right of way (south side). A Maintenance Agreement will be forwarded at a future date for final approval.

Recommendation:

The Public Works Committee met on June 18, 2013 and recommended approval of the request.

Funding Source:

All costs associated with processing the request are the responsibility of the Applicant.

Council Action:

Motion to ratify the recommendation of the Public Works Committee and approve the use of the pet area on the south side of Veterans Drive for Residence at The COR residents, subject to the owner making improvements, executing a Use and Maintenance Agreement, as well as securing the necessary right of way permit.

Attachments

Site Location Map

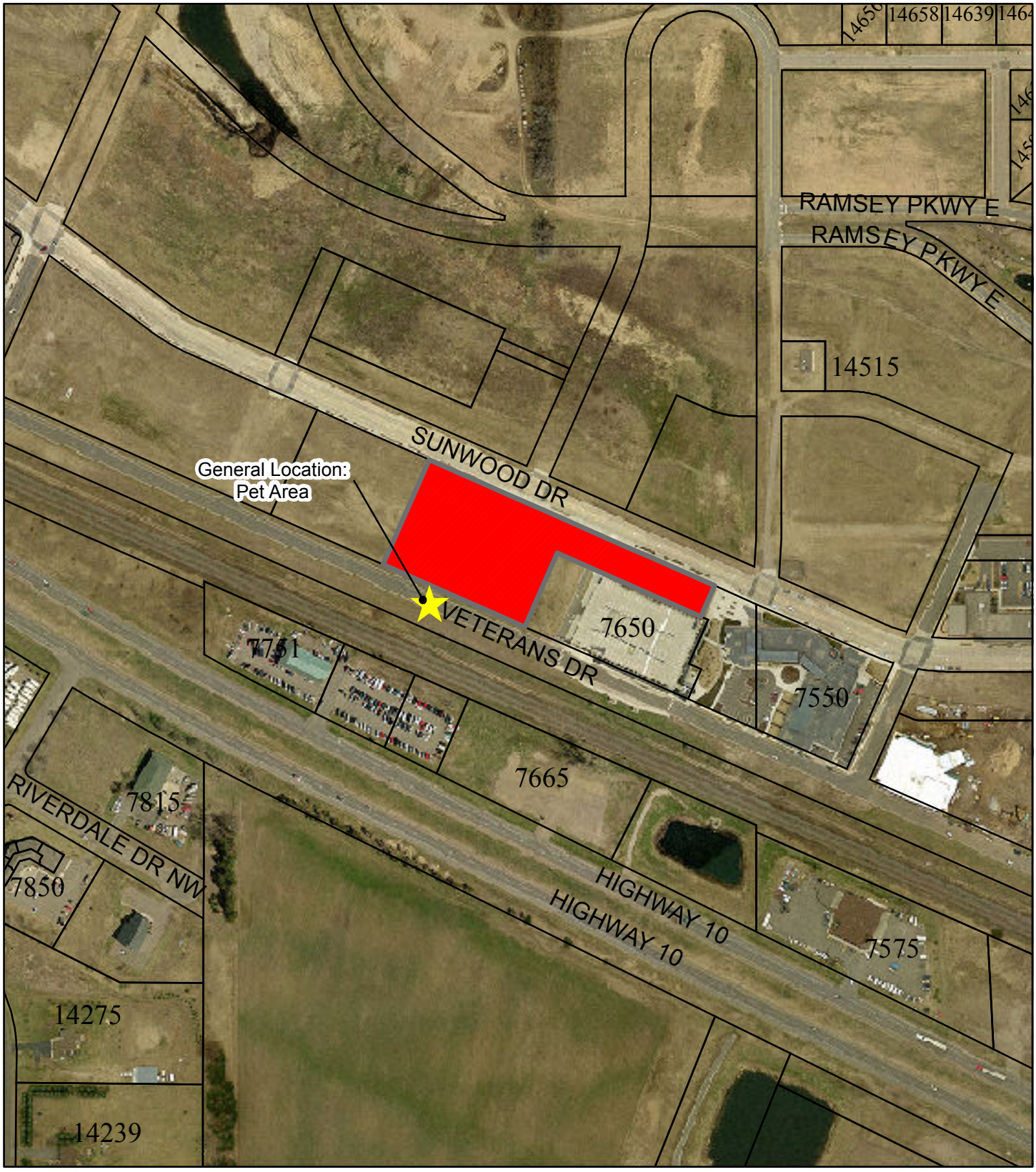
Proposed Site Plan

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	06/20/2013 07:52 AM
Kurt Ulrich	Kurt Ulrich	06/20/2013 04:42 PM

Form Started By: Tim Gladhill Started On: 06/20/2013 07:40 AM

Final Approval Date: 06/20/2013



City of RAMSEY

Residence at The COR
7700 Sunwood Dr NW

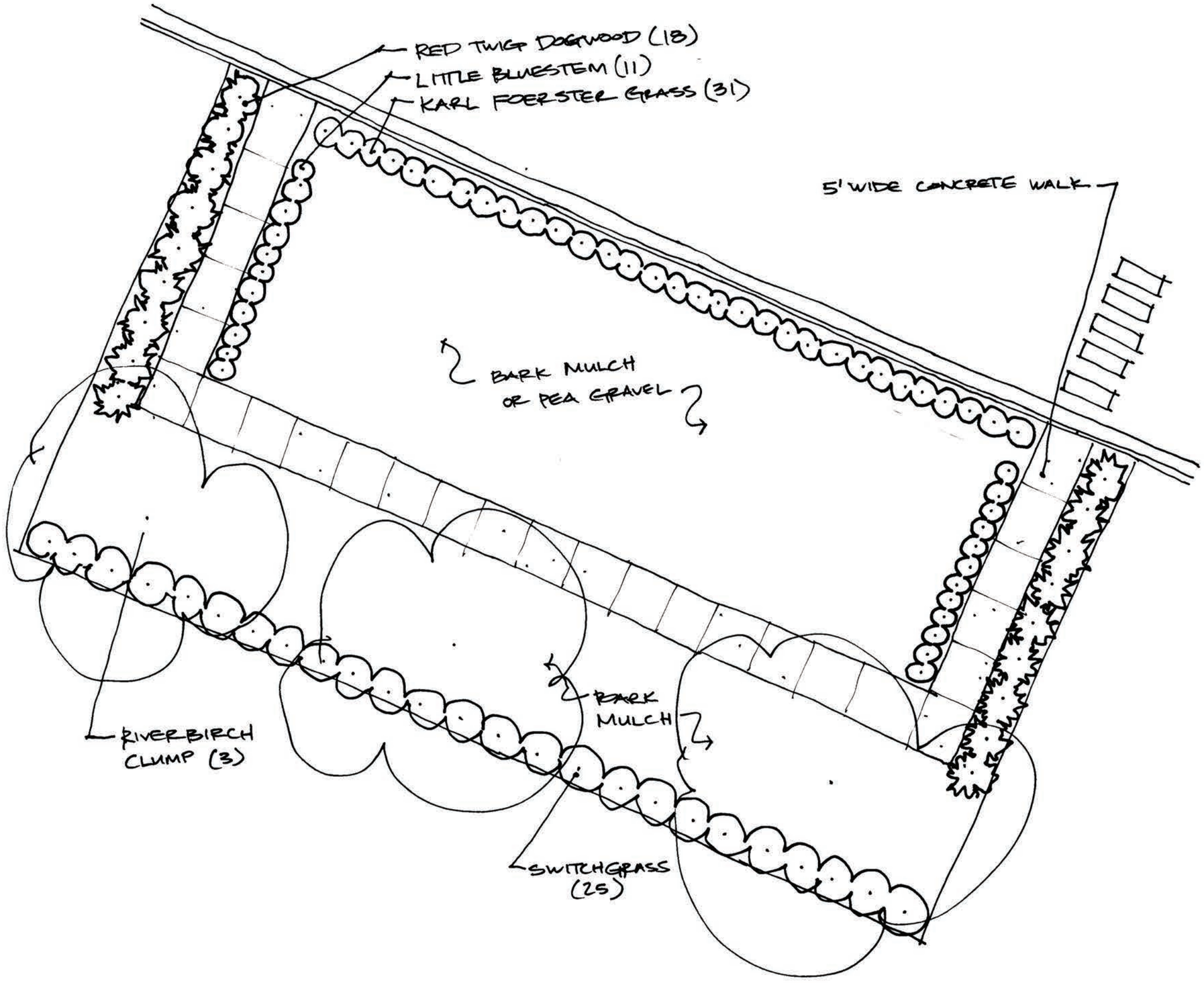
Legend

- Site
- Parcels

N

0 412.5 825 Feet

DOG WALK PARK
RESIDENCE AT THE COR
RAMSEY, MINNESOTA



NORTH

0 10

LANDFORM
From Site to Finish

CONCEPT 2.1

03.29.13

Landform® and Site to Finish® are registered service marks of Landform Professional Services, LLC

CC Regular Session **4. 11.**

Meeting Date: 06/25/2013

By: Bruce Westby, Engineering/Public Works

Information

Title:

Consideration of awarding a contract to construct a drainage swale in Brookfield Third Addition

Background:

TH Construction, a residential housing developer, has been working with city staff recently to develop lots 1, 2 and 3 of block 6 of the Brookfield Third Addition development. TH Construction applied for building permits this spring, and at that time it was discovered that a stormwater outlet that is needed to provide stormwater drainage for these lots was never constructed. Upon discussing this issue with the builder it was then discovered that the escrow for this development had previously been released to the city and that part of the escrow was intended to be used to construct the stormwater outlet. However, it appears that the escrow was exhausted completing other remaining obligations of the development. In addition, the improvement is located in an area that currently is an Outlot, is part of a future phase of Brookfield, and is to be built with future infrastructure in that area. However, even though the improvement is in a location for future improvements, it will ultimately be used to solve stormwater needs for these three (3) lots.

The builder's attorney then contacted the city to determine what could be done to allow the city to issue building permits to his client without the stormwater outlet in place. City staff worked with the developer and his attorney to develop an easement agreement allowing the city to construct a drainage swale adjacent to the three properties (in the adjacent outlot) to drain the stormwater from these lots thereby allowing the three lots to be developed prior to the stormwater outlet being constructed. The agreement also stipulates that the city agrees to vacate the easement when the future stormwater outlet is constructed and is encumbered by a drainage and utility easement, which will occur at the time of Plat approval for Outlot A of the development. This will be a necessary component of City Plat approval as a new drainage plan will be implemented, and the necessary drainage easements will appear on the new plat.

City staff has since secured two quotes for constructing the drainage swale within the three lots. One quote is from Reshetar Systems, Inc. in the amount of $3,600. The second quote is from Dave Perkins Contracting, Inc. in the amount of $4,130. Both quotes include costs to grade a drainage swale within the three parcels to connect to an existing drainage swale, as well as to establish turf and provide erosion control measures until such time that the turf is established.

The City Council is therefore being asked to authorize award of a contract to the contractor who provided the low quote, Reshetar Systems, Inc., in the amount of $3,600.

Notification:

No notifications were provided in association with this case.

Observations:

Without the drainage swale or the stormwater outlet in place the lots cannot be developed. Given the nominal cost of the drainage swale in comparison to constructing the stormwater outlet, as well as the developers tight schedule, the alternative of constructing the stormwater outlet does not appear to be feasible at this time so no alternative is proposed.

Recommendation:

Staff recommends that the City Council authorize award of a contract to Reshetar Systems, Inc. in the amount of $3,600 to construct the drainage swale as described herein.

Funding Source:

The contract cost of $3,600 is proposed to be paid for through the Storm Water Fund.

Council Action:

Council is asked to award a contract per staff's recommendation.

Attachments

Site Location Map

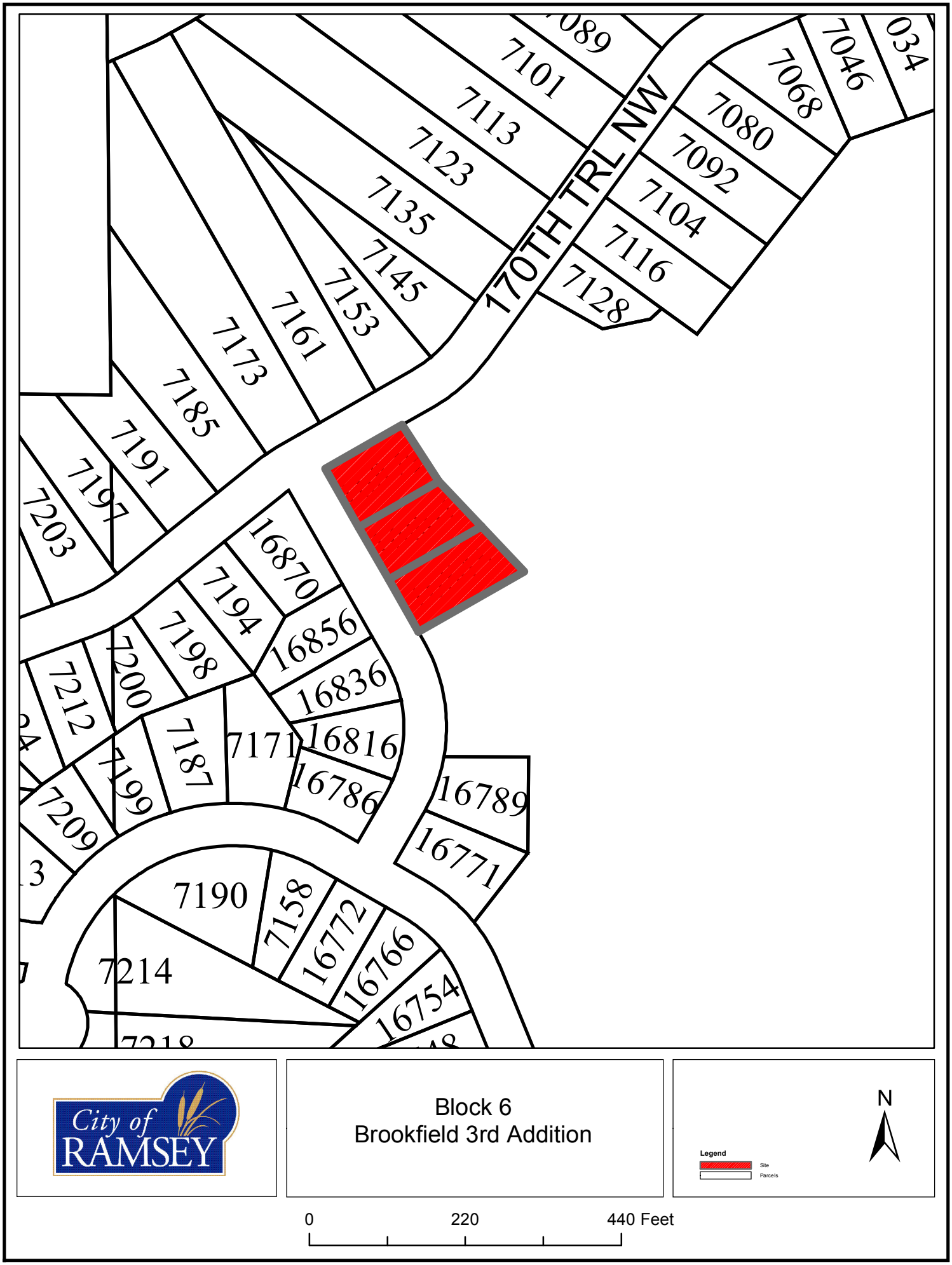
Temporary Drainage Swale

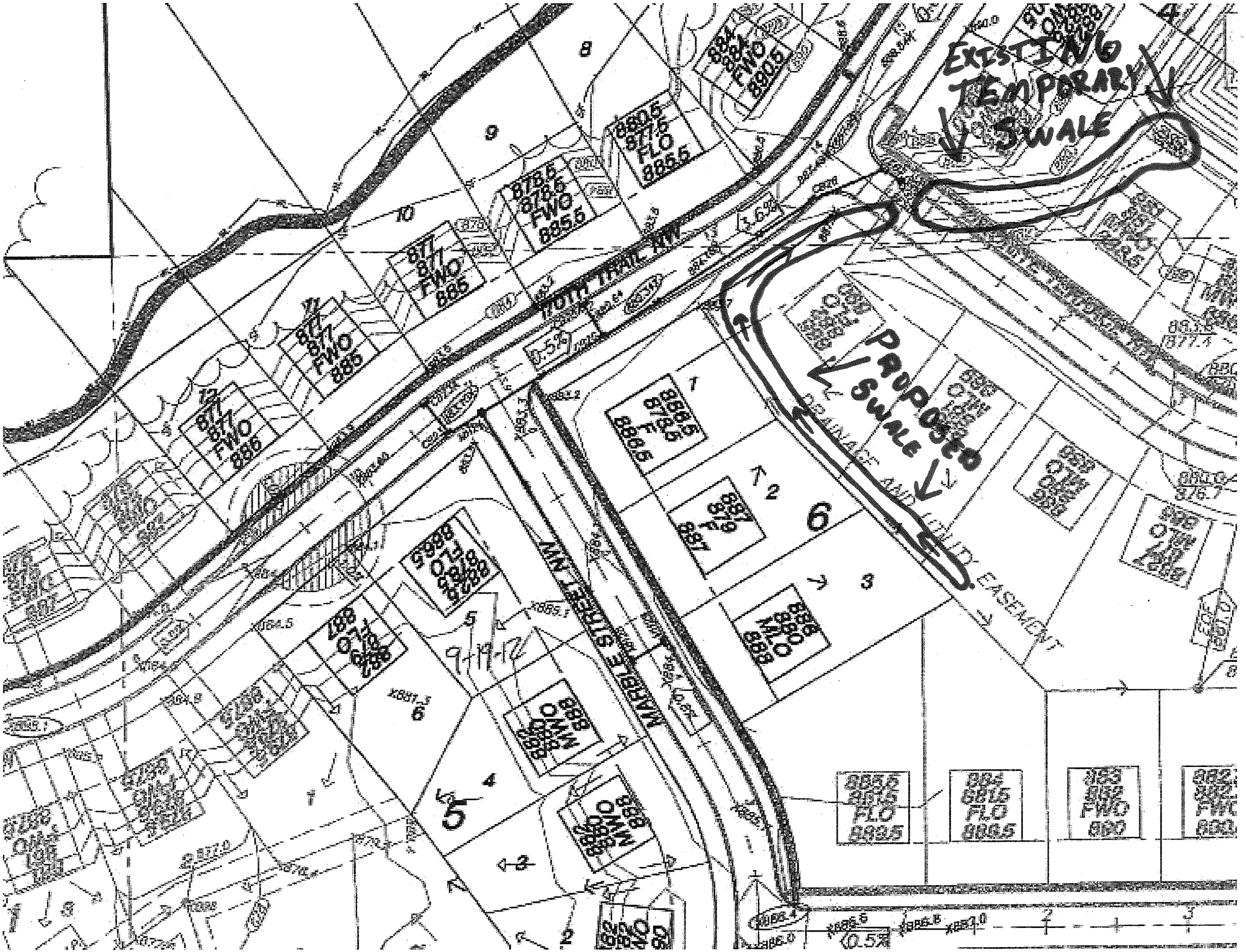
Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	06/20/2013 04:24 PM
Kurt Ulrich	Kurt Ulrich	06/20/2013 04:39 PM

Form Started By: Bruce Westby Started On: 06/19/2013 11:09 AM

Final Approval Date: 06/20/2013


7101
7113
7123
7135
7145
7153
7161
7173
7185
7191
7197
7203
170TH TRL NW
7068
7046
034
7080
7092
7104
7116
7128
16870
7194
7198
16856
16836
16816
16786
7171
7187
7199
7200
7212
7209
16789
16771
7190
7158
16772
16766
16754
7214
City of RAMSEY
Block 6
Brookfield 3rd Addition
Legend
Site
Parcels
N
0
220
440 Feet


EXISTING TEMPORARY SWALE
PROPOSED SWALE
DRAINAGE AND UTILITY EASEMENT
10TH TRAIL NW
MABLE STREET NW
9-19-12

CC Regular Session **4. 12.**

Meeting Date: 06/25/2013

By: Bruce Westby, Engineering/Public Works

Information

Title:

Consideration of accepting plans and specifications and authorizing advertisement for bids for 2013 Pavement Maintenance Program

Background:

As part of the city's ongoing Pavement Maintenance Program, numerous city streets are sealcoated each year to protect the pavement from the rain and sun which lead to oxidizing of the pavement and the removal of oil causing the pavement to become brittle and crack.

Engineering and public works staff have therefore prepared plans and specifications for this year's sealcoating project, the 2013 Pavement Maintenance Program. Numerous city streets are proposed to be sealcoated throughout the city in 2013. Attached are eight (8) exhibits showing the specific streets and parking lots proposed to be sealcoated. The proposed sealcoating work is identified in the plans and specifications as Program A. Copies of the plans and specifications will be available for review at the Council meeting if so desired.

The plans and specifications also include provisions for paving the wear course on all streets within Ramsey Town Center 8th, 9th, and 10th Additions. This work, which was discussed with the City Council in detail on June 11th prior to receiving Council authorization for advertising for bids, is identified in the plans and specifications as Program B, and is shown in Exhibit G. And as was discussed at the June 11th City Council meeting, bids for installing the wear course on the private streets in RTC 9th Addition is included in the plans as an alternate bid, thereby allowing the City Council to more easily evaluate the costs for paving the wear course on these private streets when deciding whether to authorize this work as part of the 2013 Pavement Maintenance Program project or not. Again, this decision can be made at the time bids are received and presented to Council for acceptance and award of contract, which should occur at the July 23rd Council meeting.

Notification:

No notifications were submitted in conjunction with this case.

Observations:

The following alternatives are presented for Council's consideration:

Alternative #1 - Motion to accept plans and specifications and authorize advertisement for bids for the 2013 Street Maintenance Program.

Alternative #2 - Motion denying authorization to advertise for bids for the 2013 Street Maintenance Program at this time.

Alternative #3 - Motion of other.

Recommendation:

Staff recommends that Council accept alternative action #1, which is accepting plans and specifications and authorizing advertisements for bids for the 2013 Pavement Maintenance Program project at this time.

Funding Source:

The estimated costs for all improvements identified in Program A and Program B of the 2013 Pavement Maintenance Program total $665,500. This includes estimated costs for the Program A (sealcoat) improvements of $412,500, and estimated costs for the Program B (wear course) improvements totaling $253,000. These estimated costs include 4% contingency costs for unknowns, and 15% indirect costs for administrative, engineering, financing, and legal costs.

The 2013 budget includes $1,327,500 in the general fund for street maintenance, which is where the funds for the Program A improvements are proposed to be paid through. In 2011 and 2012, $400,000 was budgeted for sealcoating, which roughly equals the estimated costs for the 2013 Program A improvements. Whatever is left in the street maintenance fund after the Program A improvements are funded can then be applied toward the reconstruction of Garnet Street and 168th Avenue, or some other project as approved by Council.

Nothing was budgeted for the Program B improvements. However, as was discussed during the June 11th HRA meeting, the remaining escrows for RTC 8th and 10th Additions, which total over $179,000, are proposed to pay for construction of the Program B (wear course) improvements to RTC 8th and 10th Additions. As was also discussed on June 11th, staff is researching the city's options for paying for the Program B improvements for RTC 9th Addition and will be prepared to discuss this in more detail at the time bids are received and presented to the City Council for approval and award of contract, which will likely occur on July 23rd.

Actual project costs will likely be considerably less than the estimated costs presented above as several quantities were estimated on the high side.

Council Action:

Council is being asked to accept plans and specifications and authorize advertisement for bids for the 2013 Pavement Maintenance Program project at this time.

Attachments

2013SMP Overall Exhibit
2013SMP AreaA Exhibit
2013SMP AreaB Exhibit
2013SMP AreaC Exhibit
2013SMP AreaD Exhibit
2013SMP AreaE Exhibit
2013SMP AreaF Exhibit
2013SMP AreaG Exhibit

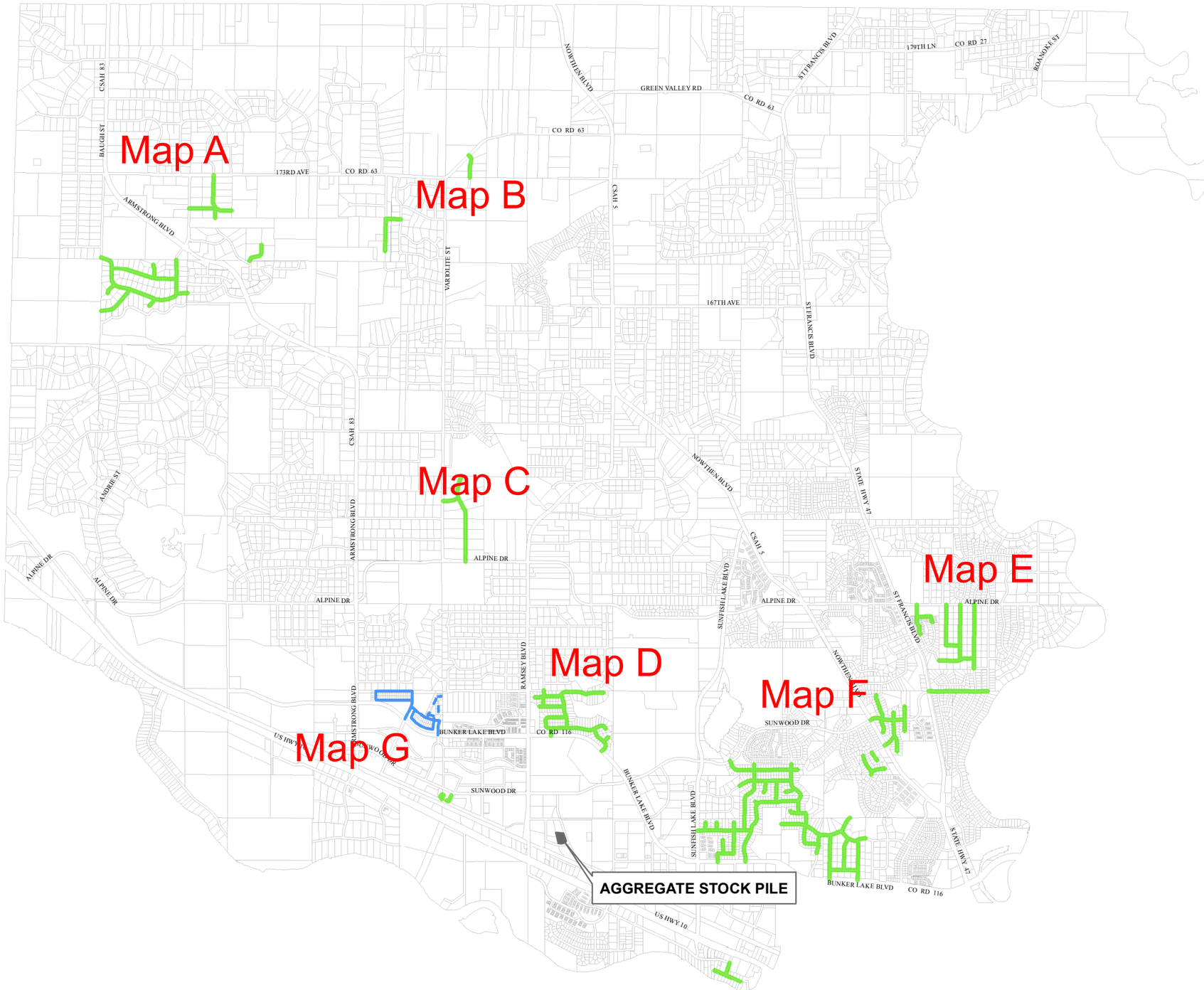
Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	06/20/2013 11:51 AM
Grant Riemer	Grant Riemer	06/20/2013 12:01 PM
Kurt Ulrich	Kurt Ulrich	06/20/2013 04:37 PM

Form Started By: Bruce Westby Started On: 06/19/2013 11:08 AM

Final Approval Date: 06/20/2013

2013 STREET PROGRAM
OVERALL MAP

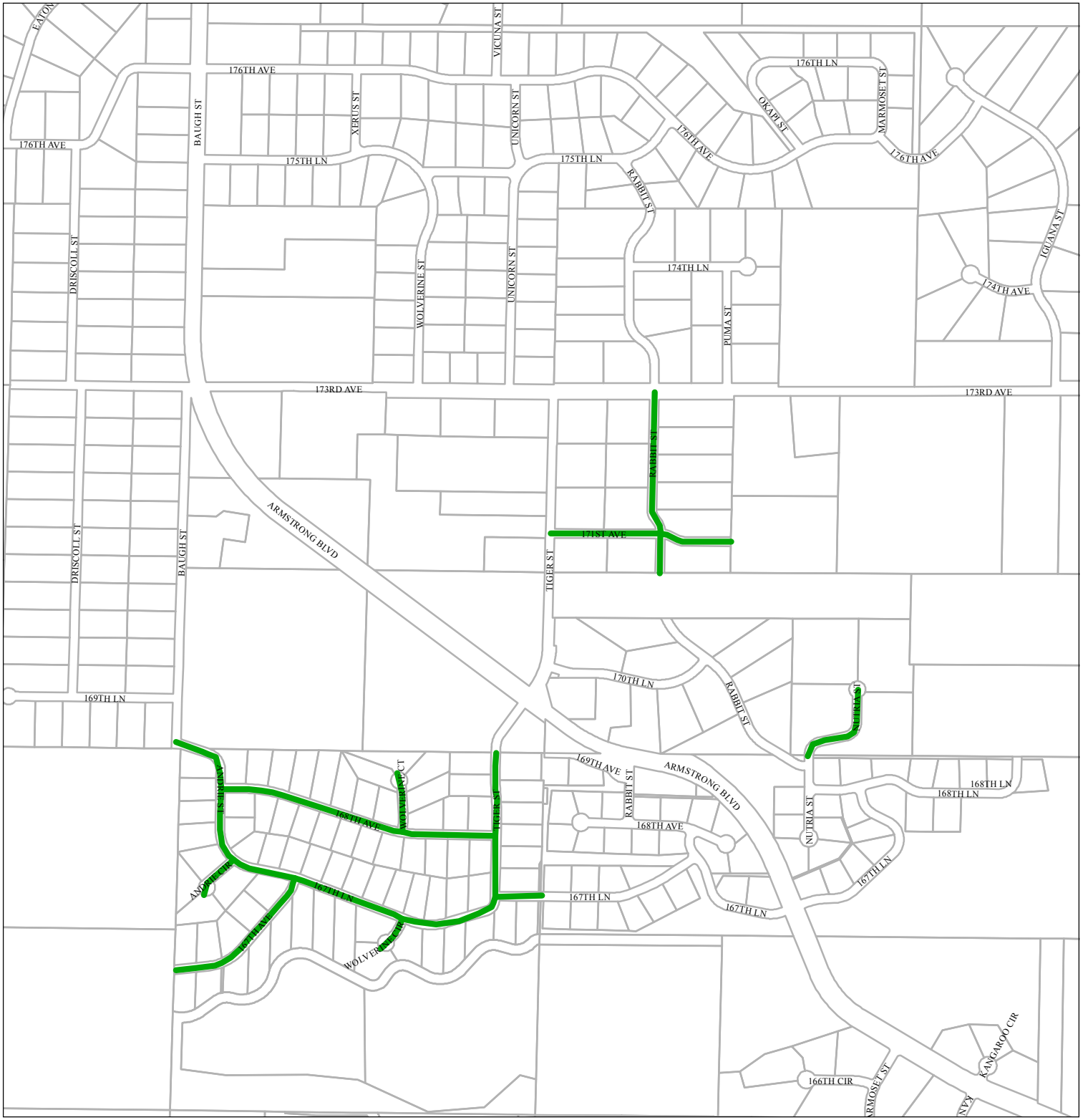


Legend

Program Type

- 2nd Lift
- Alt 2nd Lift
- Seal Coat

June 2013



City of RAMSEY

2013 Street Maintenance Program

Exhibit A
Hunters Ridge, Alica Add, Autumn Meadow

Sealcoat 2013

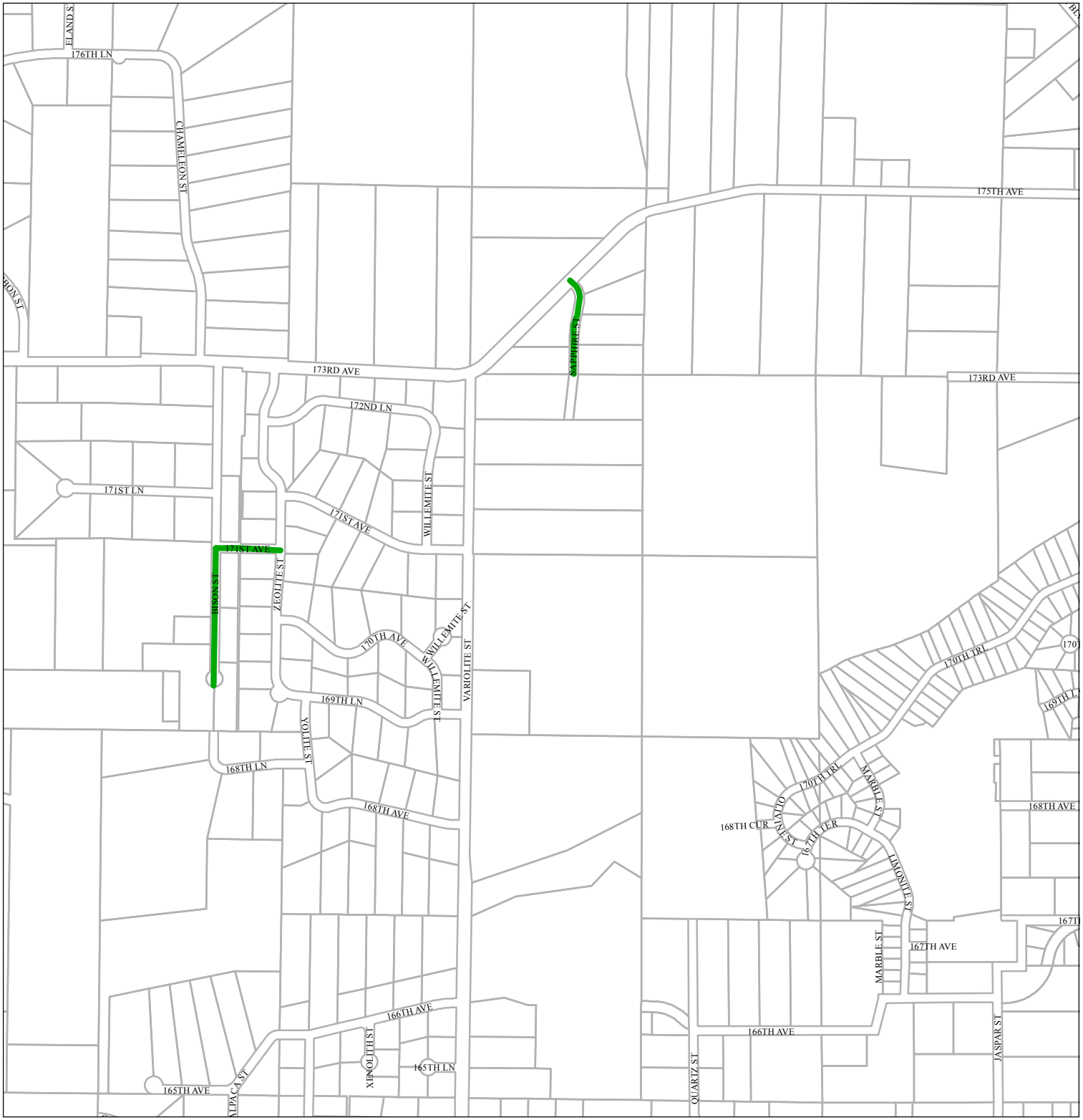
Parcels

0 500 1,000 Feet

This map has been compiled using information gathered from various governmental offices and other sources and is to be used for reference purposes only. It is neither a legally recorded map nor a survey and is not intended for use as one. The Geographic Information System (GIS) data used to develop this map is not warranted by the City as being error-free.

The City does not represent that the GIS data can be used for exact measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact (763) 427-1410.

The City of Ramsey disclaims any responsibility for or liability for the accuracy of the information at any point of initial contact with a GIS to which the public has general access. The preceding disclaimer is provided pursuant to Minnesota Statute 466.03, Subd. 21 (2000), and the user of this map acknowledges that the City of Ramsey is immune from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access of the data.



2013 Street Maintenance Program

Exhibit B
Anderson Estates, Golden Eagle Estates, Pine Cove

Sealcoat 2013

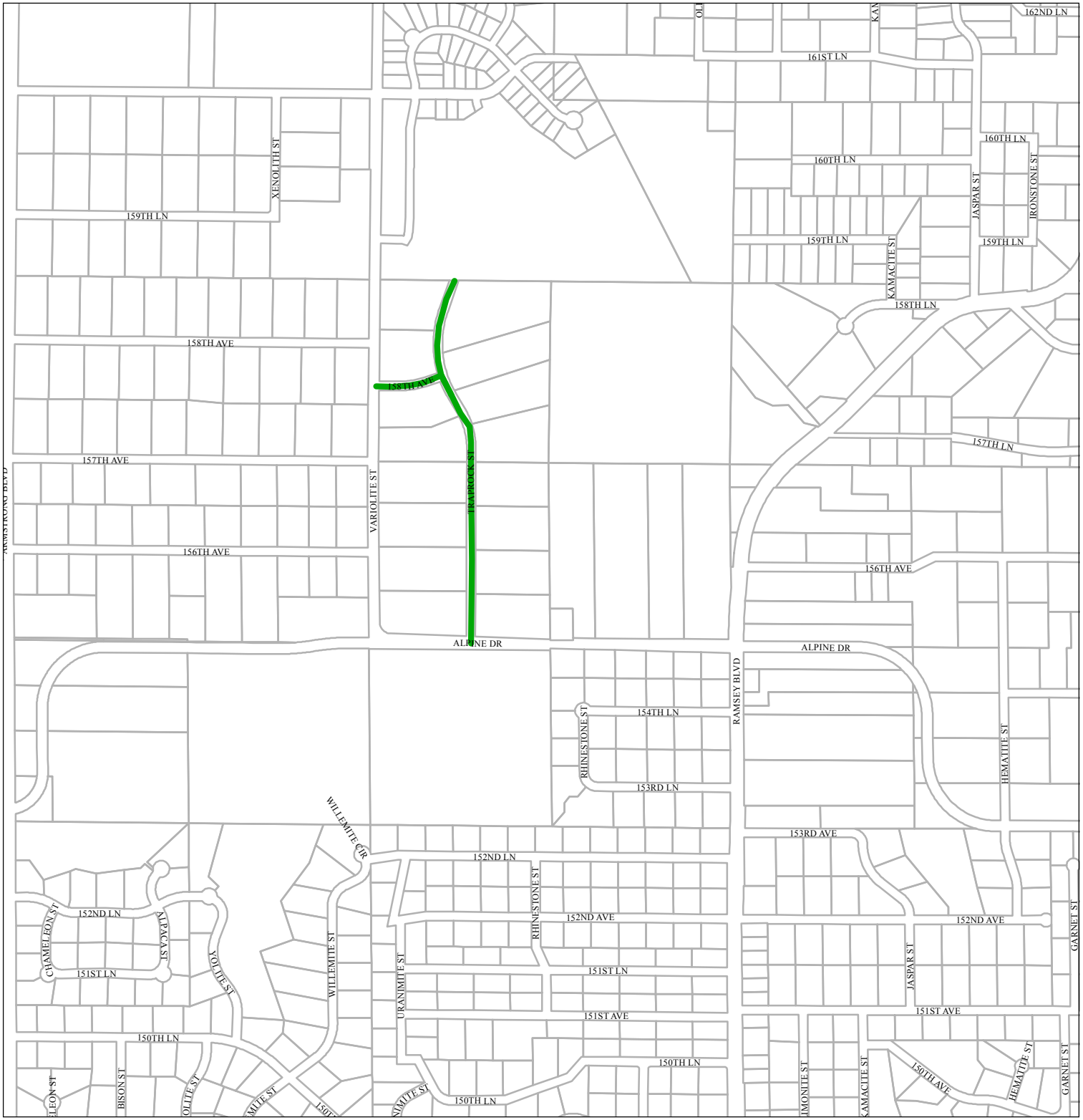
Parcels

0 500 1,000 Feet

This map has been compiled using information gathered from various governmental offices and other sources and is to be used for reference purposes only. It is neither a legally recorded map nor a survey and is not intended for use as one. The Geographic Information System (GIS) data used to develop this map is not warranted by the City as being error-free.

The City does not represent that the GIS data can be used for exact measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact (763) 427-1410.

The City of Ramsey disclaims any responsibility for or liability for the accuracy of the information at any point of initial contact with a GIS to which the public has general access. The preceding disclaimer is provided pursuant to Minnesota Statute 466.03, Subd. 21 (2000), and the user of this map acknowledges that the City of Ramsey is immune from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access of the data.



City of RAMSEY

2013 Street Maintenance Program

Exhibit C
Traprock Commons

Sealcoat 2013

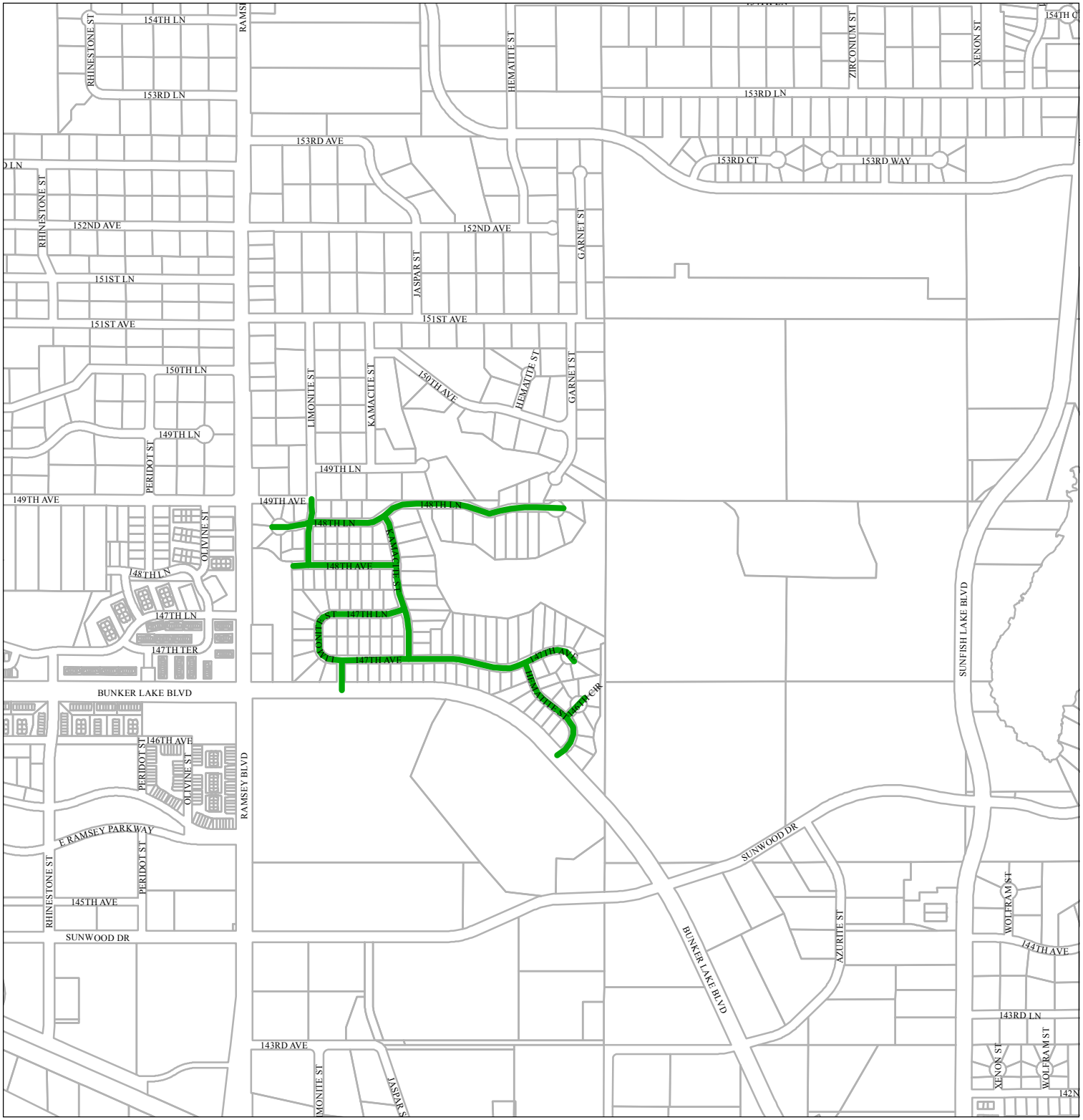
Parcels

0 500 1,000 Feet

This map has been compiled using information gathered from various governmental offices and other sources and is to be used for reference purposes only. It is neither a legally recorded map nor a survey and is not intended for use as one. The Geographic Information System (GIS) data used to develop this map is not warranted by the City as being error-free.

The City does not represent that the GIS data can be used for exact measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact (763) 427-1410.

The City of Ramsey disclaims any responsibility for or liability for the accuracy of the information at any point of initial contact with a GIS to which the public has general access. The preceding disclaimer is provided pursuant to Minnesota Statute 466.03, Subd. 21 (2000), and the user of this map acknowledges that the City of Ramsey is immune from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access of the data.



2013 Street Maintenance Program

Exhibit D
Regency Pond, Regency Pond 2nd, Regency Pond 3rd

Sealcoat 2013

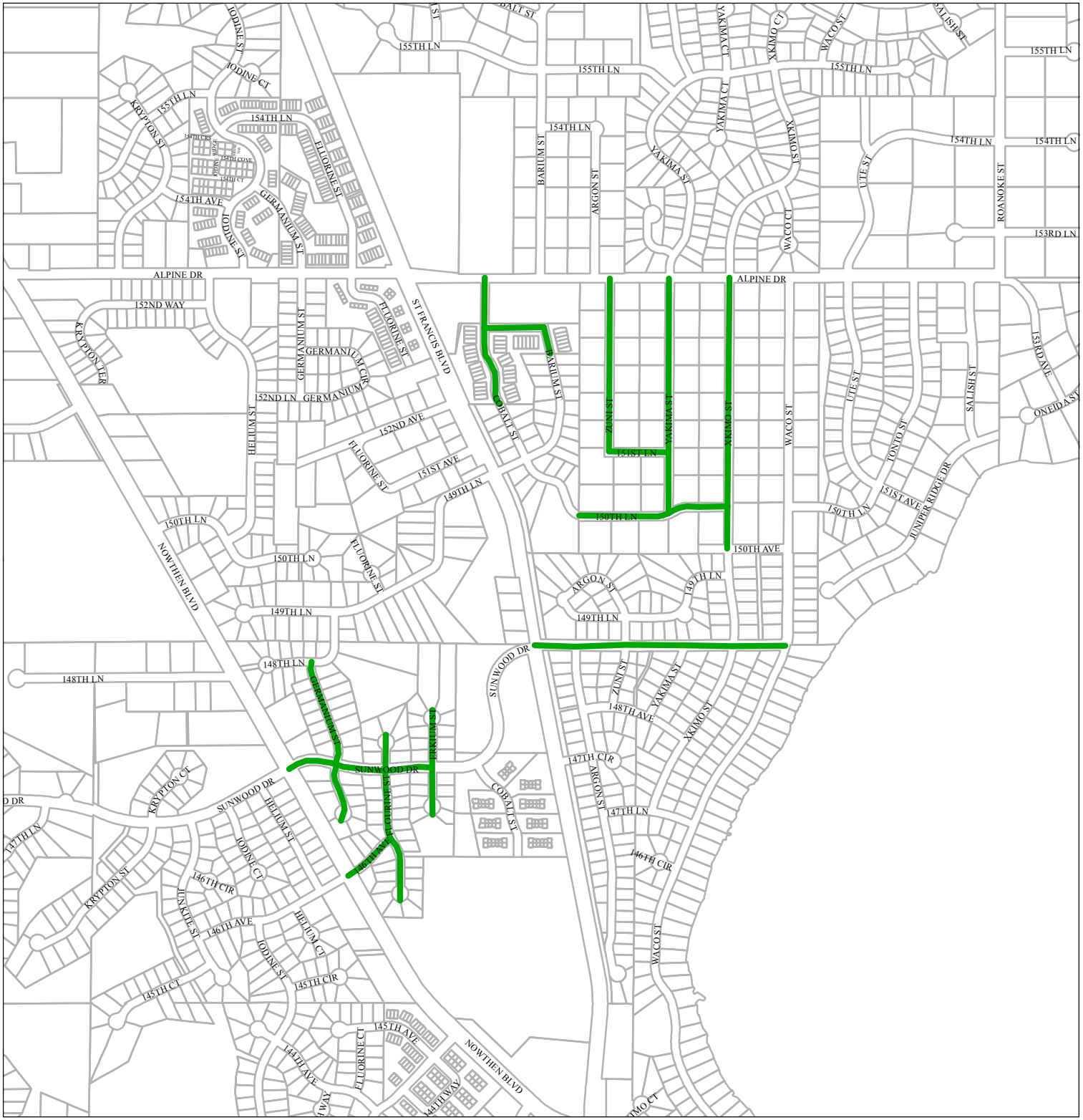
Parcels

0 500 1,000 Feet

This map has been compiled using information gathered from various governmental offices and other sources and is to be used for reference purposes only. It is neither a legally recorded map nor a survey and is not intended for use as one. The Geographic Information System (GIS) data used to develop this map is not warranted by the City as being error-free.

The City does not represent that the GIS data can be used for exact measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact (763) 427-1410.

The City of Ramsey disclaims any responsibility for or liability for the accuracy of the information at any point of initial contact with a GIS to which the public has general access. The preceding disclaimer is provided pursuant to Minnesota Statute 466.03, Subd. 21 (2000), and the user of this map acknowledges that the City of Ramsey is immune from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access of the data.



City of RAMSEY

2013 Street Maintenance Program

Exhibit E
Gorham's Sandy Acres, Orchard Hills Townhomes, Section 24, MSA, Sunny Ponds, Sunny Ponds, 2nd, Sunny Ponds 3rd

Sealcoat 2013

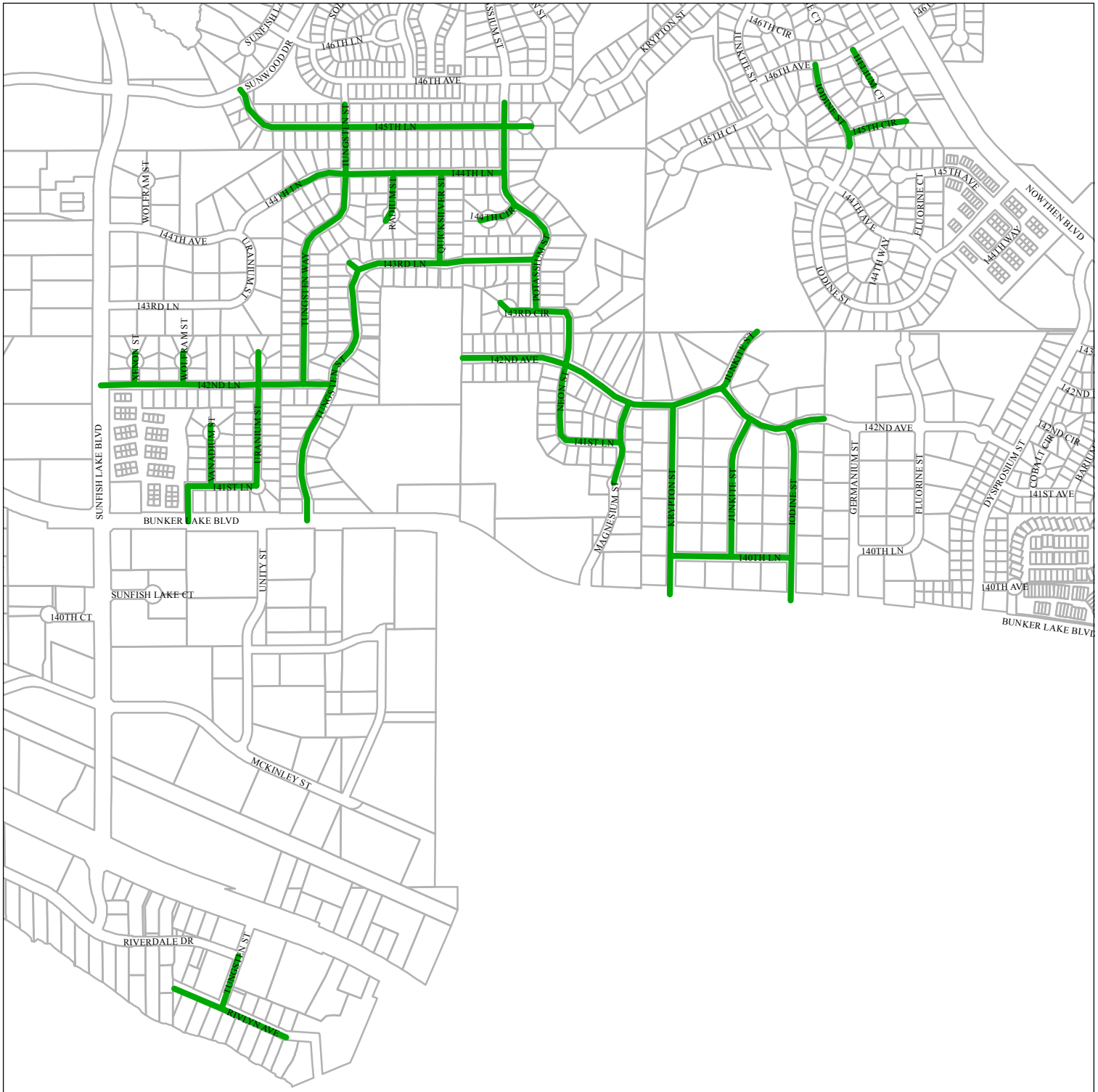
Parcels

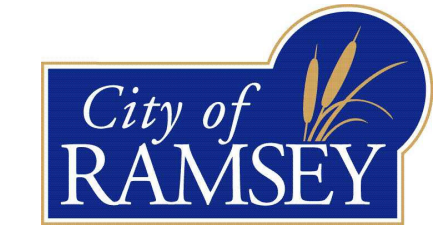
0 500 1,000 Feet

This map has been compiled using information gathered from various governmental offices and other sources and is to be used for reference purposes only. It is neither a legally recorded map nor a survey and is not intended for use as one. The Geographic Information System (GIS) data used to develop this map is not warranted by the City as being error-free.

The City does not represent that the GIS data can be used for exact measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact (763) 427-1410.

The City of Ramsey disclaims any responsibility for or liability for the accuracy of the information at any point of initial contact with a GIS to which the public has general access. The preceding disclaimer is provided pursuant to Minnesota Statute 466.03, Subd. 21 (2000), and the user of this map acknowledges that the City of Ramsey is immune from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access of the data.





2013 Street Maintenance Program

Exhibit F
Cedar Hills, Cedar Hills 2nd, Cedar Hills 3rd, Chestnut Hill, Chestnut Hill 2nd, Chestnut Hill 3rd, Chestnuthill 4th, Chestnut Pond, Dickenson's Mississippi Estate, Ramsey Terrace, Sunfish Square, Sunfish Square 2nd, Windemere Woods, Windemere Woods 2nd, Wood Pond Hills 5th

Sealcoat 2013

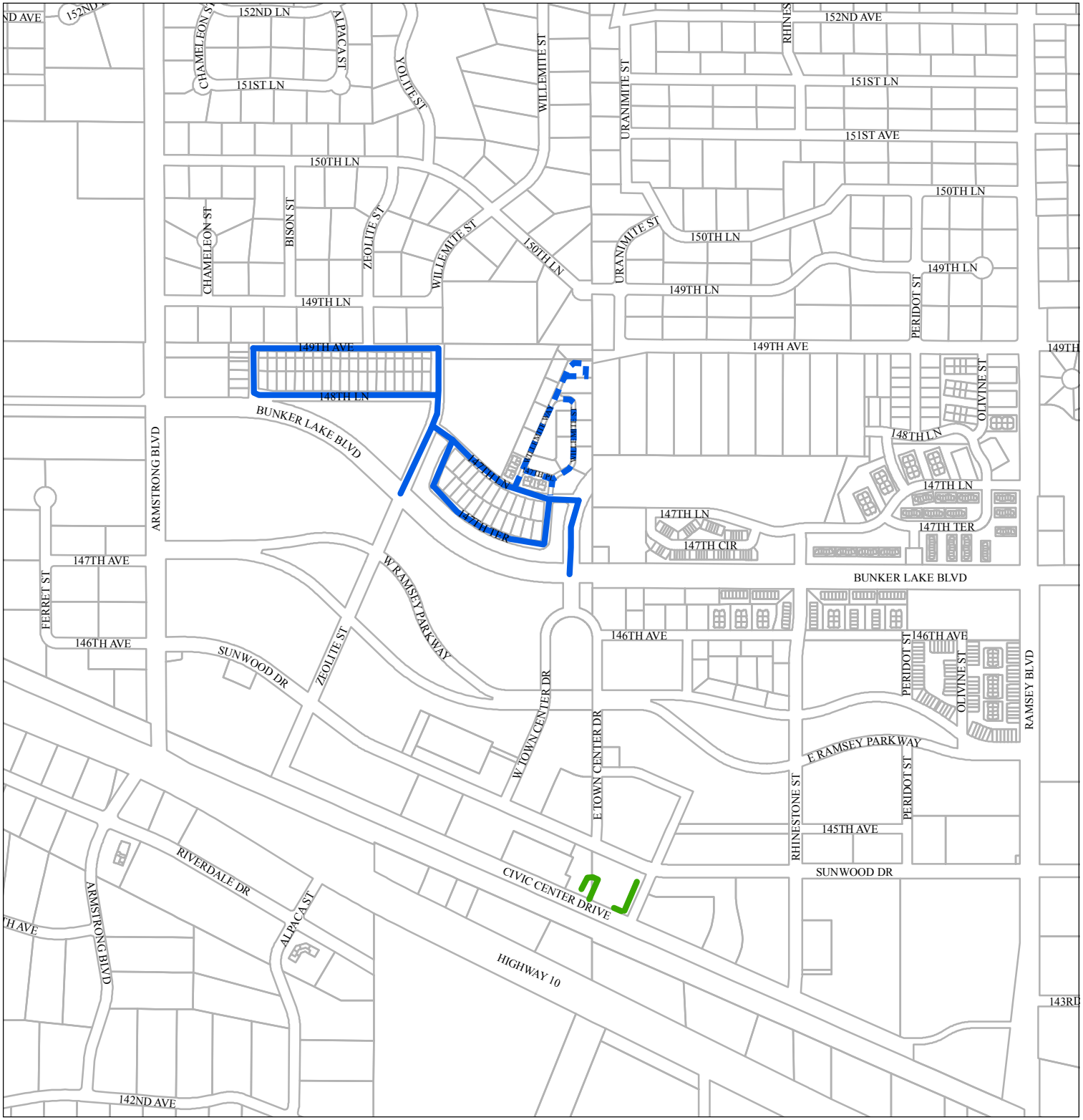
Parcels

0 500 1,000 Feet

This map has been compiled using information gathered from various governmental offices and other sources and is to be used for reference purposes only. It is neither a legally recorded map nor a survey and is not intended for use as one. The Geographic Information System (GIS) data used to develop this map is not warranted by the City as being error-free.

The City does not represent that the GIS data can be used for exact measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact (763) 427-1410.

The City of Ramsey disclaims any responsibility for or liability for the accuracy of the information at any point of initial contact with a GIS to which the public has general access. The preceding disclaimer is provided pursuant to Minnesota Statute 466.03, Subd. 21 (2000), and the user of this map acknowledges that the City of Ramsey is immune from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access of the data.



2013 Street Maintenance Program

Exhibit G
Sealcoat - Municipal Center Parking Lots

2nd Lift - Ramsey Town Center 8th, Ramsey Town Center 10th

Alternate 2nd Lift Ramsey Town Center 9th

PROGRAM TYPE

- 2nd Lift
- Alternate 2nd Lift
- Sealcoat 2013

0 420 840 Feet

This map has been compiled using information gathered from various governmental offices and other sources and is to be used for reference purposes only. It is neither a legally recorded map nor a survey and is not intended for use as one. The Geographic Information System (GIS) data used to develop this map is not warranted by the City as being error-free.

The City does not represent that the GIS data can be used for exact measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact (763) 427-1410.

The City of Ramsey disclaims any responsibility for or liability for the accuracy of the information at any point of initial contact with a GIS to which the public has general access. The preceding disclaimer is provided pursuant to Minnesota Statute 466.03, Subd. 21 (2000), and the user of this map acknowledges that the City of Ramsey is immune from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access of the data.

CC Regular Session **4. 13.**

Meeting Date: 06/25/2013

By: Jackie Lipski, Finance

Information

Title:

Adopt Resolution #13-06-113 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 6, 2013 through June 19, 2013

Funding Source:

N/A

Council Action:

Motion to Adopt Resolution #13-06-113 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 6, 2013 through June 19, 2013.

Attachments

Bills list 6/25/2013

Resolution 06/25/2013

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	06/19/2013 11:53 AM
Kurt Ulrich	Kurt Ulrich	06/19/2013 03:33 PM

Form Started By: Jackie Lipski Started On: 06/19/2013 11:44 AM

Final Approval Date: 06/19/2013

CITY OF RAMSEY - FINANCE OFFICE Printed 6/19/2013

RAMSEY CITY COUNCIL MEETING

6/25/2013

BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Purchase Journal:	
Prepaids 6/6/13-6/19/13	2,400,172.83
Accounts Payable 6/6/13-6/19/13	219,531.19
Payroll 6/6/2013	113,377.72
Pay Estimates- Projects	33,732.48
TOTAL SUBMITTED FOR APPROVAL THIS MEETING	**$ 2,766,814.22**

		APPROVED PREV. MTG	2012 Y.T.D.
DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:			
	NET PAYROLL TOTAL	$ 122,330.76	$ 1,300,922.30
-	CORRECTION TO PAYROLL		
	PREPAIDS		
-	PREPAID ADJUSTMENTS	1,156,174.17	6,678,581.96
	WIRE TRANSFERS FOR DEBT SERVICE	350,362.51	904,946.26
-	CORRECTION TO D.S.		
	ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
-	BILLS LIST SUBMITTED	149,823.00	2,159,832.09
	ADD (DELETE) BILLS LIST SUBMITTED PAY ESTIMATE(S)		169,198.25
-	CHECKS VOIDED	0.00	0.00
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED		**$ 1,778,690.44**	**$ 11,213,480.86**

CITY OF RAMSEY

Council Check Register

6/6/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
91628	**6/6/2013**		**110734 CITY OF RAMSEY**						
		2.28	Acct#45123529		67670	06072013	9601.4651		WATER REVENUE
		20.25	Acct#387873904		67670	06072013	9601.4651		WATER REVENUE
		200.00	Acct#718889		67670	06072013	9601.4651		WATER REVENUE
		222.53							
91629	**6/6/2013**		**111528 KIEFER, KEITH**						
		5,000.00	Moving Exp per MSA 12/26/2012		67669	06072013	9295.6315		MISCELLANEOUS PROFESSIO
		5,000.00							
91630	**6/6/2013**		**100422 REGISTERED ABSTRACTERS INC**						
		79,200.29	Purchase of 6203 Rivlyn-Kiefer		67668	06072013	9295.1420		LAND HELD FOR RESALE
		79,200.29							
91631	**6/10/2013**		**113191 UBS FINANCIAL SERVICES INC**						
		10,312.50-	Discount		67671	06102013	9701.4701		INTEREST ON INVESTMENTS
		416.67	Accrued Int		67671	06102013	9701.4701		INTEREST ON INVESTMENTS
		750,000.00	Pur FNMA CUSIP #3135GOXDO		67671	06102013	9701.1035		PRUDENTIAL - INVESTMENTS
		740,104.17							
91632	**6/11/2013**		**107993 ARCHETYPE**						
		10,950.00	DEP ON DRAW MONUMENT		67672	DP21566	9805.6580		OTHER EQUIPMENT
		10,950.00							
91633	**6/11/2013**		**106346 BAUER BUILT INCORPORATED**						
		64.00	SERVICE 644-668-672		67673	940015576	0311.6388	00000668	OTHER VEHICLE REPAIR
		128.00	SERVICE 644-668-672		67673	940015576	0311.6388	00000644	OTHER VEHICLE REPAIR
		128.00	SERVICE 644-668-672		67673	940015576	0311.6388	00000672	OTHER VEHICLE REPAIR
		738.27	SERVICE 644-668-672		67673	940015576	0311.6388		OTHER VEHICLE REPAIR
		1,357.78	SERVICE 644-668-672		67673	940015576	0311.6257	00000668	OTHER VEHICLE PARTS
		1,832.16	SERVICE 644-668-672		67673	940015576	0311.6257	00000672	OTHER VEHICLE PARTS
		1,832.16	SERVICE 644-668-672		67673	940015576	0311.6257	00000644	OTHER VEHICLE PARTS
		6,080.37							
91634	**6/11/2013**		**106564 BLUE CROSS BLUE SHIELD**						
		52,161.00	JULY 2013 BILLING		67674	11006 JULY2013	9101.2176		LIFE/HEALTH-EMPLOYEE
		52,161.00							
91635	**6/11/2013**		**100116 CONNEXUS ENERGY**						
		12.13	7906 SUNWOOD-TREE LIGHTS		67675	444931-303785MA Y13	0311.6371		ELECTRIC UTILITIES
		483.99	TRAFFIC SIGNALS		67676	759126-303100MA Y 13	0260.6371		ELECTRIC UTILITIES
		161.35	MISC PW ACCOUNTS		67677	759126-303106MA Y13	9601.6371		ELECTRIC UTILITIES
		161.35	MISC PW ACCOUNTS		67677	759126-303106MA Y13	9602.6371		ELECTRIC UTILITIES
		161.36	MISC PW ACCOUNTS		67677	759126-303106MA Y13	9605.6371		ELECTRIC UTILITIES
		484.06	MISC PW ACCOUNTS		67677	759126-303106MA Y13	0311.6371		ELECTRIC UTILITIES
		591.50	MISC PW ACCOUNTS		67677	759126-303106MA Y13	0452.6371		ELECTRIC UTILITIES
		40.07	MISC CITY ACCOUNTS		67678	759126-303107MA Y13	9410.6371	00041018	ELECTRIC UTILITIES
		84.13	MISC CITY ACCOUNTS		67678	759126-303107MA Y13	9230.6371		ELECTRIC UTILITIES

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		91.78	MISC CITY ACCOUNTS		67678	759126-303107MA Y13	0295.6371		ELECTRIC UTILITIES
		137.68	MISC CITY ACCOUNTS		67678	759126-303107MA Y13	0194.6371		ELECTRIC UTILITIES
		437.95	MISC CITY ACCOUNTS		67678	759126-303107MA Y13	9410.6371	00041012	ELECTRIC UTILITIES
		1,599.18	MISC CITY ACCOUNTS		67678	759126-303107MA Y13	0220.6371		ELECTRIC UTILITIES
		3,520.48	MISC CITY ACCOUNTS		67678	759126-303107MA Y13	9240.6371		ELECTRIC UTILITIES
		6,870.73	MISC CITY ACCOUNTS		67678	759126-303107MA Y13	0194.6371		ELECTRIC UTILITIES
		14,837.74							
91636	**6/11/2013**		**100209 HAKANSON ANDERSON ASSOC INC**						
		3,387.00	RE: RIVERDALE DRIVE		67679	31431	9497.6530	00201222	IMPROVEMENTS OTHER THAN
		8,600.00	ENGINEER SERVICES MARCH 2013		67680	31432	0301.6315		MISCELLANEOUS PROFESSIO
		11,987.00							
91637	**6/11/2013**		**107484 MN DEPARTMENT OF HEALTH**						
		150.00	WATERMAIN EXT- COR TWO		67683	061113	9468.6315		MISCELLANEOUS PROFESSIO
		150.00							
91638	**6/11/2013**		**100678 PETTY CASH**						
		11.36	BATTERIES FOR IRRIG SENSORS		67681	060613	0452.6249		MISCELLANEOUS OPERATING
		14.43	WORKOUT TESTING SUPPLIES		67681	060613	0211.6249		MISCELLANEOUS OPERATING
		16.06	PHONE CHARGER		67681	060613	0211.6208		MISCELLANEOUS OFFICE SUF
		17.99	REFRESHMENTS-REC MTG		67681	060613	0211.6249		MISCELLANEOUS OPERATING
		59.84							
91639	**6/11/2013**		**112515 WSB AND ASSOCIATES INC**						
		1,528.00	SUNWOOD/ARMSTRONG PROJECT		67682	8-APRIL 13	9496.6315		MISCELLANEOUS PROFESSIO
		1,528.00							
91640	**6/11/2013**		**107962 GENESIS EMPLOYEE BENEFITS**						
		3,781.15			67656	06051314454911	9101.2176		LIFE/HEALTH-EMPLOYEE
		3,781.15							
91705	**6/13/2013**		**113692 ALL AMERICAN TITLE CO, ESCROW**						
		110.94	UB REFUND 17070 GARNET ST		67684	061013	9601.4651		WATER REVENUE
		110.94							
91706	**6/13/2013**		**113319 ANTEA GROUP**						
		1,281.25	WETLAND DELINEATION		67685	1609472	9605.6315		MISCELLANEOUS PROFESSIO
		1,281.25							
91707	**6/13/2013**		**112678 BOYER, DIANE**						
		100.00	DAM DEP REFUND RC #32796		67686	061313	9804.1160		KEY & DAMAGE DEPOSIT
		100.00							
91708	**6/13/2013**		**111326 BURNET TITLE**						
		380.66	UB REFUND 14570 SUNFISH LK DR		67687	061013	9601.4651		WATER REVENUE
		380.66							
91709	**6/13/2013**		**111668 CE MURPHY REAL ESTATE**						
		181.22	UB REFUND 6121 144TH LANE		67689	061013	9601.4651		WATER REVENUE
		181.22							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
91710	**6/13/2013**		**100404 CENTURYLINK**						
		65.35	MAY/JUNE 2013 BILLING		67688	763 422-1452 795MAY13	0452.6321		TELEPHONE
		65.35							
91711	**6/13/2013**		**113687 CITIES TITLE SERVICE**						
		7.85	UB REFUND 5810 164TH LN		67691	061013	9601.4651		WATER REVENUE
		7.85							
91712	**6/13/2013**		**110734 CITY OF RAMSEY**						
		425.66	ACCT 706940851		67690	061313	9601.4651		WATER REVENUE
		425.66							
91713	**6/13/2013**		**106969 COLDWELL BANKER BURNET**						
		112.11	UB REFUND 15479 VANADIUM ST		67692	061013	9601.4651		WATER REVENUE
		112.11							
91714	**6/13/2013**		**100870 EDINA REALTY TITLE**						
		2.02	UB REFUND 7810 151ST LANE		67693	061013	9601.4651		WATER REVENUE
		270.05	UB REFUND 14661 JUNKITE ST		67694	061013A	9601.4651		WATER REVENUE
		103.80	UB REFUND 5340 152ND LN		67695	061013B	9601.4651		WATER REVENUE
		143.82	UB REFUND 5630 148TH LN		67696	061013C	9601.4651		WATER REVENUE
		519.69							
91715	**6/13/2013**		**113292 EXECUTIVE TITLE**						
		38.25	UB REFUND 15737 ST ANDREWS LN		67697	061013	9601.4651		WATER REVENUE
		38.25							
91716	**6/13/2013**		**100871 FBINAA NORTHWEST CHAPTER**						
		175.00	J. WAY 2013 CONF.		67698	061013	0211.6335		TRAINING
		175.00							
91717	**6/13/2013**		**111865 LIBERTY TITLE INC**						
		442.59	UB REFUND 14301 NEON ST		67699	061013	9601.4651		WATER REVENUE
		257.24	UB REFUND 15396 GERMANIUM ST		67700	061013A	9601.4651		WATER REVENUE
		105.51	UN REFUND 5739 152ND WAY NW		67701	061013B	9601.4651		WATER REVENUE
		102.93	UB REFUND 14200 DYSPROSIUM ST		67702	061013C	9601.4651		WATER REVENUE
		23.85	UB REFUND 7209 167TH TERRACE		67703	061013D	9601.4651		WATER REVENUE
		932.12							
91718	**6/13/2013**		**100291 MET COUNCIL SAC**						
		1,144.45-	SAC MAY 2013 CHARGES		67704	061213	9602.4356		SEWER AVAILABILITY CHARGE
		4,460.00	SAC MAY 2013 CHARGES		67704	061213	9602.4356		SEWER AVAILABILITY CHARGE
		114,445.00	SAC MAY 2013 CHARGES		67704	061213	9602.2083		SAC CHARGES
		117,760.55							
91719	**6/13/2013**		**113695 MN STING**						
		305.00	DAM DEP REFUND CC#4207		67705	061313	9804.1160		KEY & DAMAGE DEPOSIT
		305.00							
91720	**6/13/2013**		**112465 NORTH AMERICAN TITLE CO**						
		6.62	UB REFUND 15368 IODINE STREET		67706	061013	9601.4651		WATER REVENUE
		6.62							
91721	**6/13/2013**		**113690 NORTH TITLE INC, ESCROW ACCT**						
		430.57	UB REFUND 15161 TONTO STREET		67707	061013	9601.4651		WATER REVENUE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		430.57							
91722	6/13/2013		113686 ORIMOLOYE, FLORENCE						
		.33	UB REFUND 6838 139TH LN #5		67708	061013	9601.4651		WATER REVENUE
		.33							
91723	6/13/2013		113693 REALTY GROUP INC						
		49.66	UB REFUND 13918 IRONSTONE		67709	061013	9601.4651		WATER REVENUE
		49.66							
91724	6/13/2013		113689 REGIS TITLE LLC						
		433.08	UB REFUND 13721 DOLOMITE ST		67710	061013	9601.4651		WATER REVENUE
		433.08							
91725	6/13/2013		111685 REMAX RESULTS						
		66.23	UB REFUND 14731 COBALT #15		67711	061013	9601.4651		WATER REVENUE
		95.01	UB REFUND 15474 TUNGSTEN ST		67712	061013A	9601.4651		WATER REVENUE
		161.24							
91726	6/13/2013		113691 REMAX SYNERGY						
		289.96	UB REFUND 14201 XENON ST #23		67713	061013	9601.4651		WATER REVENUE
		289.96							
91727	6/13/2013		112475 S AND T OFFICE PRODUCTS INC						
		333.10	OFFICE SUPPLIES		67714	01PU5062	0130.6208		MISCELLANEOUS OFFICE SUF
		333.10							
91728	6/13/2013		106398 S W WOLD CONSTRUCTION INC						
		17.46	UB REFUND 16096 RHINESTONE		67715	061013	9601.4651		WATER REVENUE
		17.46							
91729	6/13/2013		113688 TRI COUNTY ABSTRACT AND TITLE						
		444.96	UB REFUND 16061 IODINE ST		67716	061013	9601.4651		WATER REVENUE
		444.96							
91730	6/13/2013		113685 UMBERGER, MEGAN						
		6.43	UB REFUND 6838 139TH LN # 4		67717	061013	9601.4651		WATER REVENUE
		6.43							
91731	6/13/2013		100510 VERIZON WIRELESS						
		123.10	APR-MAY 2013 BILLING		67718	9705212212	0130.6323		CELLULAR PHONES
		123.10							
91732	6/13/2013		113481 WELLS FARGO HOME MORTGAGE						
		35.76	UB REFUND 14657 QUARTZ WAY		67719	061013	9601.4651		WATER REVENUE
		35.76							
91733	6/13/2013		111690 WEST TITLE LLC						
		199.58	UB REFUND 6000 145TH LN		67720	061013	9601.4651		WATER REVENUE
		199.58							
91734	6/13/2013		111137 WRIGHT HENNEPIN COOPERATIVE EL						
		29.87	7550 SUNWOOD DR-PD		67721	150-1682-6501 MAY13	0211.6489		OTHER CONTRACTED SERVIC
		29.87	6701 HWY 10-YOUTH FIRST		67722	150-1687-1105 MAY13	9410.6315	00041012	MISCELLANEOUS PROFESSIO
		59.74							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
91735	**6/18/2013**		**100012 ACE SOLID WASTE INC**						
		30.84	MISC CITY- JUNE 2013		67834	0010497700	0220.6374		REFUSE/RECYCLING
		35.06	MISC CITY- JUNE 2013		67834	0010497700	9601.6374		REFUSE/RECYCLING
		35.06	MISC CITY- JUNE 2013		67834	0010497700	9602.6374		REFUSE/RECYCLING
		35.06	MISC CITY- JUNE 2013		67834	0010497700	9605.6374		REFUSE/RECYCLING
		105.18	MISC CITY- JUNE 2013		67834	0010497700	0311.6374		REFUSE/RECYCLING
		157.77	MISC CITY- JUNE 2013		67834	0010497700	0194.6374		REFUSE/RECYCLING
		371.40	MISC CITY- JUNE 2013		67834	0010497700	0452.6374		REFUSE/RECYCLING
		770.37							
91736	**6/18/2013**		**100404 CENTURYLINK**						
		305.50	JUNE 2013 BILLING		67835	612 E34-0550 637 JUN13	0192.6321		TELEPHONE
		326.50	JUNE 2013 BILLING		67836	612 E34-0544 018 JUNE13	0192.6321		TELEPHONE
		305.50	JUNE 2013 BILLING		67837	612 E34-0549 596 JUNE13	0192.6321		TELEPHONE
		937.50							
91737	**6/18/2013**		**100125 COUNTRYSIDE PRINTING INC**						
		533.31	LETTERHEAD		67827	31567	0130.6204		STATIONERY, ENVELOPES & F
		533.31							
91738	**6/18/2013**		**100144 DEHN OIL COMPANY**						
		1,680.75	DIESEL FUEL		67838	26037	0311.6225		DIESEL FUEL
		1,474.88	DIESEL FUEL		67839	26036	0311.6225		DIESEL FUEL
		3,155.63							
91739	**6/18/2013**		**113445 PERSHING, LLC**						
		1,100.10-	RAMSEY CTY TAX MAT 2022-23		67828	060513	9701.4701		INTEREST ON INVESTMENTS
		285,000.00	RAMSEY CTY TAX MAT 2022-23		67828	060513	9701.1038		JURAN & MOODY - INVESTMEI
		595,000.00	RAMSEY CTY TAX MAT 2022-23		67828	060513	9701.1038		JURAN & MOODY - INVESTMEI
		7,334.70	WATERLOO MAT PREMIUM		67829	061313	9701.4701		INTEREST ON INVESTMENTS
		345,000.00	WATERLOO MAT PREMIUM		67829	061313	9701.1038		JURAN & MOODY - INVESTMEI
		1,231,234.60							
91740	**6/18/2013**		**100413 RANDALL, GOODRICH AND HAAG, P**						
		2,916.20	JUNE 2013 PROSECUTION		67840	061813	0161.6304		LEGAL FEES
		2,916.20							
91741	**6/18/2013**		**112475 S AND T OFFICE PRODUCTS INC**						
		67.31	OFFICE SUPPLIES		67841	01PT9583	0311.6208		MISCELLANEOUS OFFICE SUF
		10.55	OFFICE SUPPLIES		67842	01PT9318	0301.6208		MISCELLANEOUS OFFICE SUF
		21.80	OFFICE SUPPLIES		67842	01PT9318	0311.6208		MISCELLANEOUS OFFICE SUF
		98.65	OFFICE SUPPLIES		67842	01PT9318	0130.6208		MISCELLANEOUS OFFICE SUF
		100.96	OFFICE SUPPLIES		67842	01PT9318	9601.6208		MISCELLANEOUS OFFICE SUF
		299.27							
91742	**6/18/2013**		**105628 WELLS CATERING SERVICE**						
		363.38	SAFETY CAMP 2013		67830	27880	0237.6249		MISCELLANEOUS OPERATING
		320.63	SAFETY CAMP 2013		67831	27878	0237.6249		MISCELLANEOUS OPERATING
		277.88	SAFETY CAMP 2013		67832	27879	0237.6249		MISCELLANEOUS OPERATING
		961.89							
91743	**6/18/2013**		**111137 WRIGHT HENNEPIN COOPERATIVE EL**						
		26.67	7650 SUNWOOD DR- RAMP		67843	150-1681-4280	9240.6315		MISCELLANEOUS PROFESSIO

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
						MAY13			
		26.67	7550 SUNWOOD DR CH		67844	150-1681-6340 MAY 2013	0194.6489		OTHER CONTRACTED SERVIC
		53.34							
90251190	**6/6/2013**		**100398 PUBLIC EMPLOYEES RETIREMENT AS**						
		12,682.26			67666	0605131445498	9101.2174		PERA-EMPLOYEE
		16,935.28			67667	0605131445499	9101.2183		PERA-EMPLOYER
		29,617.54							
91577600	**6/6/2013**		**100601 MN DEPT OF REV WH**						
		7,517.80			67655	06051314454910	9101.2172		STATE WITHHOLDING
		7,517.80							
93307435	**6/6/2013**		**100113 BANK OF THE WEST**						
		17,945.81			67654	0605131445491	9101.2171		FEDERAL WITHHOLDING
		8,626.82			67660	0605131445492	9101.2173		FICA & MEDICARE-EMPLOYEE
		8,626.82			67661	0605131445493	9101.2182		FICA & MEDICARE-EMPLOYER
		35,199.45							
96130199	**6/6/2013**		**100301 MN CHILD SUPPORT PAYMENT CNTR**						
		144.53			67665	0605131445497	9101.2185		GARNISHMENTS/SUPPORT
		144.53							
99053113	**6/18/2013**		**100219 HOME DEPOT COMMERCIAL ACCT PRO**						
		20.26	MAY 2013 BILLING		67833	052813	0194.6249		MISCELLANEOUS OPERATING
		35.94	MAY 2013 BILLING		67833	052813	0194.6281		SMALL TOOLS & MINOR EQUIF
		114.66	MAY 2013 BILLING		67833	052813	0452.6249		MISCELLANEOUS OPERATING
		170.86							
99060651	**6/6/2013**		**111465 STATE STREET BANK**						
		2,674.00			67658	06051314454913	9101.2175		DEFERRED COMPENSATION
		2,674.00							
99060654	**6/6/2013**		**111465 STATE STREET BANK**						
		394.23			67659	06051314454914	9101.2176		LIFE/HEALTH-EMPLOYEE
		394.23							
99061713	**6/17/2013**		**108768 COMDATA NETWORK INC**						
		.26	TARGET , THIELING		67780	MAY13 COMDATA PCARD	0130.6249		MISCELLANEOUS OPERATING
		.65	WWW.NEWEGG.COM , FREDRICKSON		67780	MAY13 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR EQUIF
		1.21	COBORN'S , KATERS		67780	MAY13 COMDATA PCARD	0211.6249		MISCELLANEOUS OPERATING
		1.46	TARGET , ANDERSON		67780	MAY13 COMDATA PCARD	0455.6489		OTHER CONTRACTED SERVIC
		2.13	OFFICE MAX , SCHIFERLI		67780	MAY13 COMDATA PCARD	0211.6206		FILM, MICROFILM, TAPES, DISI
		3.19	AMAZON , FREDRICKSON		67780	MAY13 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR EQUIF
		3.20	AMAZON , FREDRICKSON		67780	MAY13 COMDATA PCARD	0191.6208		MISCELLANEOUS OFFICE SUF
		3.19	WWW.NEWEGGBUSINESS.COM , FREDR		67780	MAY13 COMDATA PCARD	0130.6208		MISCELLANEOUS OFFICE SUF
		3.69	TARGET , THIELING		67780	MAY13 COMDATA PCARD	0130.6249		MISCELLANEOUS OPERATING

CITY OF RAMSEY

Council Check Register

6/6/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		3.80	MENARDS , KOHNER		67780	MAY13 COMDATA PCARD	0220.6281		SMALL TOOLS & MINOR EQUIF
		3.99	MENARDS , KOHNER		67780	MAY13 COMDATA PCARD	0220.6281		SMALL TOOLS & MINOR EQUIF
		4.58	MENARDS , KOHNER		67780	MAY13 COMDATA PCARD	0220.6281		SMALL TOOLS & MINOR EQUIF
		5.12	MENARDS , RIEMER		67780	MAY13 COMDATA PCARD	0311.6267		OTHER STREET MAINTENANC
		5.97	WWW.NEWEGG.COM , FREDRICKSON		67780	MAY13 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR EQUIF
		5.60	MENARDS , KOHNER		67780	MAY13 COMDATA PCARD	0220.6281		SMALL TOOLS & MINOR EQUIF
		6.19	WWW.NEWEGGBUSINESS.COM , FREDR		67780	MAY13 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR EQUIF
		6.97	MENARDS , KOHNER		67780	MAY13 COMDATA PCARD	0220.6281		SMALL TOOLS & MINOR EQUIF
		9.60	SEARS ROEBUCK , WIEMANN		67780	MAY13 COMDATA PCARD	0211.6231		UNIFORMS & TURN-OUT GEAF
		9.94	MENARDS , RIEMER		67780	MAY13 COMDATA PCARD	0311.6249		MISCELLANEOUS OPERATING
		10.59	TARGET , ANDERSON		67780	MAY13 COMDATA PCARD	0455.6489		OTHER CONTRACTED SERVIC
		10.59	TARGET , ANDERSON		67780	MAY13 COMDATA PCARD	0455.6489		OTHER CONTRACTED SERVIC
		11.55	JOHNSON OUTDOORRIEMER		67780	MAY13 COMDATA PCARD	0452.6249		MISCELLANEOUS OPERATING
		12.61	AMAZON , FREDRICKSON		67780	MAY13 COMDATA PCARD	0211.6249		MISCELLANEOUS OPERATING
		12.61	AMAZON , FREDRICKSON		67780	MAY13 COMDATA PCARD	0211.6249		MISCELLANEOUS OPERATING
		12.80	WWW.NEWEGG.COM , FREDRICKSON		67780	MAY13 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR EQUIF
		11.97	COBORN'S , THIELING		67780	MAY13 COMDATA PCARD	0111.6249		MISCELLANEOUS OPERATING
		13.56	RAMSEY BICYCLE , BRAY		67780	MAY13 COMDATA PCARD	0194.6249		MISCELLANEOUS OPERATING
		15.16	MENARDS , KOHNER		67780	MAY13 COMDATA PCARD	0220.6281		SMALL TOOLS & MINOR EQUIF
		16.54	AMAZON , FREDRICKSON		67780	MAY13 COMDATA PCARD	0211.6249		MISCELLANEOUS OPERATING
		16.89	AMAZON , FREDRICKSON		67780	MAY13 COMDATA PCARD	0211.6249		MISCELLANEOUS OPERATING
		17.81	MENARDS , RIEMER		67780	MAY13 COMDATA PCARD	0311.6269		LANDSCAPE MATERIALS
		17.94	MENARDS , RIEMER		67780	MAY13 COMDATA PCARD	0311.6249		MISCELLANEOUS OPERATING
		19.20	WWW.NEWEGG.COM , FREDRICKSON		67780	MAY13 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR EQUIF
		19.23	WWW.NEWEGG.COM , FREDRICKSON		67780	MAY13 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR EQUIF
		19.99	JOHNSON OUTDOOR , RIEMER		67780	MAY13 COMDATA PCARD	0452.6249		MISCELLANEOUS OPERATING
		20.66	ACAPULCO , ULRICH		67780	MAY13 COMDATA PCARD	9295.6249		MISCELLANEOUS OPERATING
		20.99	MENARDS , KOHNER		67780	MAY13 COMDATA PCARD	0220.6281		SMALL TOOLS & MINOR EQUIF

CITY OF RAMSEY

Council Check Register

6/6/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		21.31	ERMIAS SHENKUT , ULRICH		67780	MAY13 COMDATA PCARD	0130.6331		TRAVEL & LODGING
		23.60	TIDEWATER LANDING , ULRICH		67780	MAY13 COMDATA PCARD	0130.6331		TRAVEL & LODGING
		25.44	AMAZON , FREDRICKSON		67780	MAY13 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR EQUIF
		25.59	WWW.NEWEGGBUSINESS.COM , FREDR		67780	MAY13 COMDATA PCARD	0130.6208		MISCELLANEOUS OFFICE SUF
		24.00	SEARS ROEBUCK , WIEMANN		67780	MAY13 COMDATA PCARD	0211.6231		UNIFORMS & TURN-OUT GEAF
		25.03	RESTAURANT , ULRICH		67780	MAY13 COMDATA PCARD	0130.6331		TRAVEL & LODGING
		25.96	MENARDS , KOHNER		67780	MAY13 COMDATA PCARD	0220.6281		SMALL TOOLS & MINOR EQUIF
		29.97	M&M EXPRESS , RIEMER		67780	MAY13 COMDATA PCARD	0452.6257		OTHER VEHICLE PARTS
		29.99	OFFICE MAX , SCHIFERLI		67780	MAY13 COMDATA PCARD	0211.6206		FILM, MICROFILM, TAPES, DISI
		32.45	WWW.NEWEGGBUSINESS.COM , FREDR		67780	MAY13 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR EQUIF
		31.94	MENARDS , RIEMER		67780	MAY13 COMDATA PCARD	0311.6267		OTHER STREET MAINTENANC
		32.86	COBORN'S , ANDERSON		67780	MAY13 COMDATA PCARD	9604.6249		MISCELLANEOUS OPERATING
		35.64	MENARDS , RIEMER		67780	MAY13 COMDATA PCARD	0311.6249		MISCELLANEOUS OPERATING
		35.94	MENARDS , RIEMER		67780	MAY13 COMDATA PCARD	0311.6249		MISCELLANEOUS OPERATING
		35.94	JOHNSON OUTDOOR , RIEMER		67780	MAY13 COMDATA PCARD	0452.6249		MISCELLANEOUS OPERATING
		36.99	WINNICK SUPPLY , RIEMER		67780	MAY13 COMDATA PCARD	0452.6249		MISCELLANEOUS OPERATING
		38.85	BILLYS BAR AND GRILL , KAPLER		67780	MAY13 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERATING
		39.94	MENARDS , RIEMER		67780	MAY13 COMDATA PCARD	0311.6267		OTHER STREET MAINTENANC
		40.00	MSP AIRPORT PARKING , ULRICH		67780	MAY13 COMDATA PCARD	0130.6331		TRAVEL & LODGING
		45.76	MAMA DE LUCAS PIZZERIA , THIEL		67780	MAY13 COMDATA PCARD	0111.6249		MISCELLANEOUS OPERATING
		50.73	WWW.NEWEGGBUSINESS.COM , FREDR		67780	MAY13 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR EQUIF
		49.96	MENARDS , RIEMER		67780	MAY13 COMDATA PCARD	0311.6249		MISCELLANEOUS OPERATING
		50.17	HYATT HOTELS , ULRICH		67780	MAY13 COMDATA PCARD	0130.6331		TRAVEL & LODGING
		53.17	MAMA DE LUCAS PIZZERIA , THIEL		67780	MAY13 COMDATA PCARD	0111.6249		MISCELLANEOUS OPERATING
		54.17	RADIOSHACK , RIEMER		67780	MAY13 COMDATA PCARD	0452.6249		MISCELLANEOUS OPERATING
		55.01	WAL-MART , BRAY		67780	MAY13 COMDATA PCARD	0111.6249		MISCELLANEOUS OPERATING
		57.85	5 DOLLAR PIZZA , WIEMANN		67780	MAY13 COMDATA PCARD	0270.6249		MISCELLANEOUS OPERATING
		58.17	MAMA DE LUCAS PIZZERIA , THIEL		67780	MAY13 COMDATA PCARD	0111.6249		MISCELLANEOUS OPERATING

CITY OF RAMSEY

Council Check Register

6/6/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		61.95	LANDS END , WIEMANN		67780	MAY13 COMDATA PCARD	0211.6231		UNIFORMS & TURN-OUT GEAF
		64.33	NORTHERN TOOL EQUIPMNT , RIEME		67780	MAY13 COMDATA PCARD	0311.6249		MISCELLANEOUS OPERATING
		64.54	WAL-MART , BRAY		67780	MAY13 COMDATA PCARD	0111.6249		MISCELLANEOUS OPERATING
		88.11	CRUCIAL.COM , FREDRICKSON		67780	MAY13 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR EQUIF
		85.06	BURGER KING ANDERSON		67780	MAY13 COMDATA PCARD	9604.6249		MISCELLANEOUS OPERATING
		117.54	WWW.NEWEGGBUSINESS.COM , FREDR		67780	MAY13 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR EQUIF
		125.00	INT'L CODE COUNCIL INC , GLADH		67780	MAY13 COMDATA PCARD	0240.6451		MEMBERSHIP DUES
		145.58	JEFF STEIN SNAPON , RIEMER		67780	MAY13 COMDATA PCARD	0311.6281		SMALL TOOLS & MINOR EQUIF
		148.42	LITTLE DUKES , RIEMER		67780	MAY13 COMDATA PCARD	0311.6223		GASOLINE
		150.16	CRAGUNS LODGE AND GOLF , WIEMA		67780	MAY13 COMDATA PCARD	0211.6331		TRAVEL & LODGING
		217.22	FIRST STATE TIRE , RIEMER		67780	MAY13 COMDATA PCARD	9604.6249		MISCELLANEOUS OPERATING
		246.90	ARROWWOOD RESORT , WIEMANN		67780	MAY13 COMDATA PCARD	0211.6331		TRAVEL & LODGING
		249.90	MENARDS , RIEMER		67780	MAY13 COMDATA PCARD	0311.6269		LANDSCAPE MATERIALS
		256.07	BLUE VELVET , KATERS		67780	MAY13 COMDATA PCARD	0211.6249		MISCELLANEOUS OPERATING
		320.60	WWW.NEWEGGBUSINESS.COM , FREDR		67780	MAY13 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR EQUIF
		384.73	WWW.NEWEGGBUSINESS.COM , FREDR		67780	MAY13 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR EQUIF
		406.11	WWW.NEWEGGBUSINESS.COM , FREDR		67780	MAY13 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR EQUIF
		396.00	GRAND VIEW LODGE , ULRICH		67780	MAY13 COMDATA PCARD	0130.6331		TRAVEL & LODGING
		423.07	HYATT REGENCY. , ULRICH		67780	MAY13 COMDATA PCARD	0111.6331		TRAVEL & LODGING
		423.07	HYATT REGENCY. , ULRICH		67780	MAY13 COMDATA PCARD	0130.6331		TRAVEL & LODGING
		555.71	WWW.NEWEGGBUSINESS.COM , FREDR		67780	MAY13 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR EQUIF
		861.67	ASSOCIATED BAG COMPANY , ANDER		67780	MAY13 COMDATA PCARD	9604.6249		MISCELLANEOUS OPERATING
		863.13	R.M. COTTON COMPANY , BRAY		67780	MAY13 COMDATA PCARD	0194.6382		MACHINERY & EQUIPMENT RE
		871.77	BROCK WHITE ST PAUL , RIEMER		67780	MAY13 COMDATA PCARD	9605.6249		MISCELLANEOUS OPERATING
		1,239.75	ID BADGES , FREDRICKSON		67780	MAY13 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR EQUIF
		1,225.41	ELECTRIC MOTOR REPAIR , RIEMER		67780	MAY13 COMDATA PCARD	0452.6249		MISCELLANEOUS OPERATING
		1,400.00	GASAWAY CONSULTING , KAPLER		67780	MAY13 COMDATA PCARD	0220.6335		TRAINING
		3,204.10	WWW.NEWEGGBUSINESS.COM , FREDR		67780	MAY13 COMDATA PCARD	0301.6249		MISCELLANEOUS OPERATING

CITY OF RAMSEY

Council Check Register

6/6/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		423.48-			67780	MAY13 COMDATA PCARD	9101.2082		SALES/USE TAX PAYABLE
		9.53	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		11.43	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000321	GASOLINE
		16.33	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000321	GASOLINE
		17.97	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		18.45	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		18.66	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		19.16	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		19.92	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000303	GASOLINE
		20.19	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0211.6223	00000303	GASOLINE
		21.41	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000321	GASOLINE
		21.51	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000386	GASOLINE
		21.56	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		21.98	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		22.17	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000303	GASOLINE
		22.26	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		23.02	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		24.31	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		25.20	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000386	GASOLINE
		25.32	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		25.70	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0211.6223	00000321	GASOLINE
		25.80	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		25.90	CASEYS GEN STORE		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		26.25	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000302	GASOLINE
		26.33	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		26.78	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000352	GASOLINE
		26.79	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000392	GASOLINE
		26.84	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6225	00000500	DIESEL FUEL

CITY OF RAMSEY

Council Check Register

6/6/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		26.99	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000318	GASOLINE
		27.27	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000392	GASOLINE
		27.39	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		27.41	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0211.6223	00000303	GASOLINE
		27.80	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000321	GASOLINE
		28.77	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		28.94	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		28.97	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		29.09	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000316	GASOLINE
		29.20	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000316	GASOLINE
		29.29	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		29.39	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		29.41	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0311.6223	00000405	GASOLINE
		29.75	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000318	GASOLINE
		29.81	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		29.98	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		30.06	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		30.45	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6223	00000563	GASOLINE
		31.58	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		31.77	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000318	GASOLINE
		32.08	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0211.6223	00000302	GASOLINE
		32.84	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000303	GASOLINE
		32.92	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		32.99	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000302	GASOLINE
		33.06	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000386	GASOLINE
		33.09	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		33.15	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0211.6223	00000321	GASOLINE
		33.28	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000303	GASOLINE

CITY OF RAMSEY

Council Check Register

6/6/2013 – 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		33.73	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000321	GASOLINE
		34.21	CASEYS GEN STORE		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		34.26	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000386	GASOLINE
		34.29	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		34.82	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		35.29	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		35.33	CASEYS GEN STORE		67781	MAY13 COMDATA FUEL	0211.6223	00000302	GASOLINE
		35.45	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		35.70	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000321	GASOLINE
		35.86	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		36.70	SUPERAMERICA		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		36.90	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		36.93	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		37.01	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		37.25	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		37.29	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000303	GASOLINE
		37.45	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000303	GASOLINE
		37.52	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		37.53	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		37.85	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		37.87	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000392	GASOLINE
		37.95	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000316	GASOLINE
		37.95	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6225	00000565	DIESEL FUEL
		38.28	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		38.99	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		39.44	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000386	GASOLINE
		39.54	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		39.59	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000303	GASOLINE

CITY OF RAMSEY

Council Check Register

6/6/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		39.72	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000392	GASOLINE
		40.00	CASEYS GEN STORE		67781	MAY13 COMDATA FUEL	0211.6223	00000386	GASOLINE
		40.02	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		40.33	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		40.50	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000392	GASOLINE
		41.00	CASEYS GEN STORE		67781	MAY13 COMDATA FUEL	0311.6223	00000680	GASOLINE
		41.21	CASEYS GEN STORE		67781	MAY13 COMDATA FUEL	0211.6223	00000303	GASOLINE
		41.40	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000318	GASOLINE
		41.41	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000302	GASOLINE
		41.45	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		41.89	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		41.99	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000318	GASOLINE
		42.06	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000318	GASOLINE
		42.47	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		42.70	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0301.6223	00000407	GASOLINE
		42.71	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000316	GASOLINE
		42.77	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		43.64	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000321	GASOLINE
		43.66	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0220.6225	00000501	DIESEL FUEL
		43.70	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000318	GASOLINE
		43.88	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0311.6223	00000362	GASOLINE
		44.00	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6225	00000565	DIESEL FUEL
		44.01	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6223	00000557	GASOLINE
		44.35	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000392	GASOLINE
		44.42	RAMSEY MARKET		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		44.53	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		44.61	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000302	GASOLINE
		44.72	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000316	GASOLINE

CITY OF RAMSEY

Council Check Register

6/6/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		44.73	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000302	GASOLINE
		44.80	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000365	GASOLINE
		44.87	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000318	GASOLINE
		44.96	SUPERAMERICA		67781	MAY13 COMDATA FUEL	0211.6223	00000318	GASOLINE
		44.96	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000302	GASOLINE
		45.57	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6223	00000563	GASOLINE
		45.67	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		46.02	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000302	GASOLINE
		46.16	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		46.81	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0211.6223	00000376	GASOLINE
		47.13	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000321	GASOLINE
		47.17	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000316	GASOLINE
		47.18	LITTLE DUKES		67781	MAY13 COMDATA FUEL	9601.6223	00000667	GASOLINE
		47.37	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000316	GASOLINE
		47.45	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0220.6223	00000562	GASOLINE
		47.87	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0194.6223	00000404	GASOLINE
		48.37	CASEYS GEN STORE		67781	MAY13 COMDATA FUEL	0311.6223	00000393	GASOLINE
		48.57	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		48.74	SUPERAMERICA		67781	MAY13 COMDATA FUEL	0211.6223	00000365	GASOLINE
		49.06	SUPERAMERICA		67781	MAY13 COMDATA FUEL	0211.6223	00000318	GASOLINE
		49.15	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0211.6223	00000365	GASOLINE
		49.23	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		49.35	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000376	GASOLINE
		49.35	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		49.37	SUPERAMERICA		67781	MAY13 COMDATA FUEL	0211.6223	00000318	GASOLINE
		49.55	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0240.6223	00000406	GASOLINE
		49.62	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0220.6223	00000559	GASOLINE
		49.90	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0240.6223	00000406	GASOLINE

CITY OF RAMSEY

Council Check Register

6/6/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		50.00	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0452.6223	00000665	GASOLINE
		50.00	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0452.6223	00000665	GASOLINE
		50.00	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0452.6223	00000665	GASOLINE
		50.15	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000351	GASOLINE
		50.33	SUPERAMERICA		67781	MAY13 COMDATA FUEL	0211.6223	00000318	GASOLINE
		50.65	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0452.6223	00000654	GASOLINE
		50.86	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000316	GASOLINE
		50.86	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000316	GASOLINE
		50.88	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000351	GASOLINE
		50.96	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		51.29	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000392	GASOLINE
		51.45	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000375	GASOLINE
		51.72	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0240.6223	00000406	GASOLINE
		51.81	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		52.20	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000301	GASOLINE
		52.59	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000392	GASOLINE
		52.71	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000318	GASOLINE
		53.16	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0452.6223	00000641	GASOLINE
		53.56	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0311.6223	00000353	GASOLINE
		53.58	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000318	GASOLINE
		53.70	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0194.6223	00000403	GASOLINE
		54.21	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000316	GASOLINE
		54.23	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000317	GASOLINE
		54.72	SUPERAMERICA		67781	MAY13 COMDATA FUEL	0211.6223	00000302	GASOLINE
		54.77	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6223	00000563	GASOLINE
		55.04	SUPERAMERICA		67781	MAY13 COMDATA FUEL	0211.6223	00000376	GASOLINE
		55.07	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000318	GASOLINE
		55.26	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000302	GASOLINE

CITY OF RAMSEY

Council Check Register

6/6/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		55.34	RAMSEY MARKET		67781	MAY13 COMDATA FUEL	0311.6223	00000393	GASOLINE
		55.64	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0452.6223	00000675	GASOLINE
		55.72	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000316	GASOLINE
		55.73	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000365	GASOLINE
		56.05	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000386	GASOLINE
		57.05	SUPERAMERICA		67781	MAY13 COMDATA FUEL	0211.6223	00000302	GASOLINE
		57.78	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000392	GASOLINE
		58.00	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0211.6223	00000302	GASOLINE
		58.28	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6223	00000504	GASOLINE
		58.75	SUPERAMERICA		67781	MAY13 COMDATA FUEL	0211.6223	00000302	GASOLINE
		59.00	SUPERAMERICA		67781	MAY13 COMDATA FUEL	0211.6223	00000365	GASOLINE
		59.50	KWIK TRIP		67781	MAY13 COMDATA FUEL	0311.6223	00000353	GASOLINE
		59.54	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000323	GASOLINE
		59.67	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000376	GASOLINE
		59.88	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000322	GASOLINE
		60.01	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6223	00000563	GASOLINE
		60.02	SUPERAMERICA		67781	MAY13 COMDATA FUEL	0211.6223	00000302	GASOLINE
		60.57	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000321	GASOLINE
		61.51	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000302	GASOLINE
		61.87	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000392	GASOLINE
		62.37	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000302	GASOLINE
		62.54	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0452.6223	00000654	GASOLINE
		62.81	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0452.6223	00000384	GASOLINE
		63.26	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000386	GASOLINE
		63.38	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000392	GASOLINE
		64.46	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0220.6223	00000564	GASOLINE
		64.96	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000386	GASOLINE
		65.45	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0240.6223	00000401	GASOLINE

CITY OF RAMSEY

Council Check Register

6/6/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		65.46	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0220.6223	00000564	GASOLINE
		65.59	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000386	GASOLINE
		65.95	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0194.6223	00000410	GASOLINE
		67.05	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0452.6223	00000674	GASOLINE
		67.53	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000375	GASOLINE
		69.00	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0211.6223	00000386	GASOLINE
		69.00	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6225	00000560	DIESEL FUEL
		69.08	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0240.6223	00000401	GASOLINE
		70.15	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0311.6223	00000405	GASOLINE
		70.33	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0220.6223	00000564	GASOLINE
		72.39	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6225	00000500	DIESEL FUEL
		72.61	LITTLE DUKES		67781	MAY13 COMDATA FUEL	9601.6223	00000667	GASOLINE
		74.65	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6225	00000500	DIESEL FUEL
		75.00	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6225	00000565	DIESEL FUEL
		75.00	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6223	00000504	GASOLINE
		75.00	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6223	00000564	GASOLINE
		75.00	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6223	00000563	GASOLINE
		77.69	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0220.6225	00000565	DIESEL FUEL
		78.60	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0220.6223	00000564	GASOLINE
		78.70	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0211.6223	00000386	GASOLINE
		79.00	SUPERAMERICA		67781	MAY13 COMDATA FUEL	0311.6223	00000353	GASOLINE
		79.21	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000386	GASOLINE
		80.58	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0211.6223	00000386	GASOLINE
		81.80	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0220.6223	00000558	GASOLINE
		81.90	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0452.6223	00000675	GASOLINE
		83.60	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0452.6223	00000675	GASOLINE
		83.63	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0301.6223	00000638	GASOLINE
		85.00	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6223	00000566	GASOLINE

CITY OF RAMSEY

Council Check Register

6/6/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		85.64	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0301.6223	00000402	GASOLINE
		87.02	CASEYS GEN STORE		67781	MAY13 COMDATA FUEL	0220.6223	00000564	GASOLINE
		88.01	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0301.6223	00000402	GASOLINE
		89.50	SUPERAMERICA		67781	MAY13 COMDATA FUEL	0311.6223	00000353	GASOLINE
		90.75	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0220.6225	00000556	DIESEL FUEL
		91.69	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	9601.6223	00000667	GASOLINE
		92.11	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0452.6223	00000664	GASOLINE
		92.74	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0220.6223	00000558	GASOLINE
		95.91	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0220.6223	00000566	GASOLINE
		97.31	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0220.6223	00000562	GASOLINE
		97.32	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0194.6223	00000410	GASOLINE
		98.37	SUPERAMERICA		67781	MAY13 COMDATA FUEL	0301.6223	00000638	GASOLINE
		100.00	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0220.6223	00000566	GASOLINE
		100.15	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0452.6223	00000674	GASOLINE
		100.23	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0311.6223	00000640	GASOLINE
		101.25	LITTLE DUKES		67781	MAY13 COMDATA FUEL	9601.6223	00000667	GASOLINE
		101.38	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0311.6223	00000353	GASOLINE
		105.00	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0311.6223	00000676	GASOLINE
		106.50	CASEYS GEN STORE		67781	MAY13 COMDATA FUEL	0452.6223	00000654	GASOLINE
		109.15	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0452.6223	00000678	GASOLINE
		110.48	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0452.6223	00000653	GASOLINE
		116.70	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0452.6223	00000678	GASOLINE
		118.00	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0452.6223	00000653	GASOLINE
		118.20	BILL'S SUPERETTE		67781	MAY13 COMDATA FUEL	0311.6223	00000680	GASOLINE
		123.06	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0452.6223	00000664	GASOLINE
		125.00	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0452.6223	00000678	GASOLINE
		125.00	HOLIDAY STNSTORE		67781	MAY13 COMDATA FUEL	0452.6223	00000675	GASOLINE
		148.82	LITTLE DUKES		67781	MAY13 COMDATA FUEL	0311.6223	00000676	GASOLINE

CITY OF RAMSEY

Council Check Register

6/6/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		28,735.58							
99061813	6/18/2013		100629 MN DEPT OF REV SALES TX						
		.63-	MAY13 SALES,USE,TRAN TAX		67825	MAY13 SALES,USE,TRAN TAX	9101.4609		OTHER MISCELLANEOUS REV
		2.49	MAY13 SALES,USE,TRAN TAX		67825	MAY13 SALES,USE,TRAN TAX	9101.4305		RENTAL FEES
		10.69	MAY13 SALES,USE,TRAN TAX		67825	MAY13 SALES,USE,TRAN TAX	9101.4304		RENTAL FEES - REAL PROPER
		32.69	MAY13 SALES,USE,TRAN TAX		67825	MAY13 SALES,USE,TRAN TAX	9101.4308		SALES OF MAPS & PUBLICATI
		644.03	MAY13 SALES,USE,TRAN TAX		67825	MAY13 SALES,USE,TRAN TAX	9101.2082		SALES/USE TAX PAYABLE
		847.73	MAY13 SALES,USE,TRAN TAX		67825	MAY13 SALES,USE,TRAN TAX	9601.2082		SALES/USE TAX PAYABLE
		1,537.00							
99784851	6/6/2013		100223 ICMA RETIREMENT TRUST 457						
		2,270.40			67662	0605131445494	9101.2175		DEFERRED COMPENSATION
		2,270.40							
		2,400,172.83	Grand Total						

Payment Instrument Totals	
Check Total	2,291,911.44
Transfer Total	108,261.39
Total Payments	2,400,172.83

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	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100012	ACE SOLID WASTE INC	RECYCLE DAYS-DOC SHRED	PV	67723	001	09604	6/1/2013	0010499676	331.23
	ACE SOLID WASTE INC 6601 MCKINLEY STREET NW RAMSEY MN 55303					Summary Total			331.23
						Payment Amount			331.23
100013	ADVANCE CONSULTING GROUP INC	APRIL/MAY 13 BILLING	PV	67724	001	09230	5/1/2013	050113	2,997.00
	ADVANCE CONSULTING GROUP INC 3970 114TH LANE NW SUITE 100 COON RAPIDS MN 55433					Summary Total			2,997.00
						Payment Amount			2,997.00
100017	AIRGAS NORTH CENTRAL	CARBON DIOXIDE	PV	67725	001	09101	5/29/2013	9016208313	26.93
	AIRGAS NORTH CENTRAL PO BOX 802588					Summary Total			26.93
		CARBON DIOIXDE	PV	67726	001	09101	5/29/2013	9016208314	18.55
	CHICAGO IL 60680-2588					Summary Total			18.55
		MISC GASES	PV	67845	001	09101	5/31/2013	9910379079	23.34
						Summary Total			23.34
						Payment Amount			68.82
100019	ALLINA MEDICAL CLINIC	S. SULLIVAN PRE-EMPLOY.	PV	67918	001	09101	4/12/2013	93008	50.00
	ALLINA MEDICAL CLINIC P O BOX 60 NW 5685 MINNEAPOLIS MN 55440-0060					Summary Total			50.00
						Payment Amount			50.00
108664	AMERICAN VENDING INC	COFFEE	PV	67727	001	09101	5/14/2013	7312	197.40
	AMERICAN VENDING INC 10787 93RD AVENUE N MAPLE GROVE MN 55369					Summary Total			197.40
						Payment Amount			197.40
100035	ANOKA COUNTY CENTRAL COMMUNICATIONS	RADIO EQUIPMENT CHARGES	PV	67784	001	09101	6/5/2013	2013033	412.25
	ANOKA COUNTY CENTRAL COMMUNICATIONS 325 EAST MAIN STREET					Summary Total			412.25

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
	ANOKA MN 55303								
				Payment Amount					412.25
100043	ANOKA COUNTY PROPERTY RECORDS TAXATION'	MAY 2013 BILLING	PV	67785	001	09101	6/3/2013	534 JUNE 2013	46.00
	ANOKA COUNTY PROPERTY RECORDS TAXATION	MAY 2013 BILLING	PV	67785	002	09101	6/3/2013	534 JUNE 2013	66.00
	2100 - 3RD AVENUE			Summary Total					112.00
	ANOKA MN 55303								
				Payment Amount					112.00
111377	ANOKA MUNICIPAL UTILITY	BUNKER LK BLVD & DYSPOSIUM-SIG	PV	67846	001	09603	6/11/2013	22-612000-01MAY13	38.73
	ANOKA MUNICIPAL UTILITY			Summary Total					38.73
	CITY HALL	14034 DYSPROSIUM- ST LIGHT	PV	67847	001	09603	6/11/2013	22-610280-00MAY2013	47.11
	2015 FIRST AVENUE NO			Summary Total					47.11
	ANOKA MN 55303	CTY RD 116 & HWY 47-SIGNAL	PV	67848	001	09603	6/11/2013	22-613120-01MAY13	124.51
				Summary Total					124.51
		RAMSEY STREET LIGHTS	PV	67849	001	09603	6/11/2013	22-990005-01MAY13	58.35
				Summary Total					58.35
				Payment Amount					268.70
100052	ANOKA POLICE DEPARTMENT	ANIMAL CONTAINMENT MAY 13	PV	67728	001	09101	6/3/2013	060313	595.00
	ANOKA POLICE DEPARTMENT			Summary Total					595.00
	275 HARRISON STREET								
	ANOKA MN 55303								
				Payment Amount					595.00
100055	ANOKA TECHNICAL COLLEGE	WALKING/WORKING SURF. 5/2013	PV	67919	001	09101	6/3/2013	00113705	600.00
	ANOKA TECHNICAL COLLEGE			Summary Total					600.00
	1355 WEST HIGHWAY 10								
	ANOKA MN 55303								
				Payment Amount					600.00
113508	APPRIZE TECHNOLOGY	JUNE 2013 SERVICES	PV	67920	001	09101	6/1/2013	8453	295.00

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
	SOLUTIONS								
	APPRIZE TECHNOLOGY SOLUTIONS 1660 S. HWY 100 SUITE 290 ST LOUIS PARK MN 55416			Summary Total					295.00
				Payment Amount					295.00
110865	ARCHIE'S LOCK AND SAFE INC	REPAIR PARK BUILDING LOCK	PV	67850	001	09101	6/7/2013	10187	170.00
	ARCHIE'S LOCK AND SAFE INC 6233 ANNAPOLIS LANE N MAPLE GROVE MN 55311			Summary Total					170.00
				Payment Amount					170.00
100063	ASPEN MILLS	D. KAPLER MISC ITEMS	PV	67729	001	09101	5/29/2013	135557	506.57
	ASPEN MILLS			Summary Total					506.57
	8201 C CENTRAL AVE NE	M. SCHANTZEN-NAME ON JACKET	PV	67730	001	09101	5/29/2013	135558	23.51
	SPRING LAKE PARK MN 55432			Summary Total					23.51
				Payment Amount					530.08
100070	B AND B HOFFMAN SOD FARMS INC	SOD	PV	67731	001	09101	5/30/2013	43673	19.24
	B AND B HOFFMAN SOD FARMS INC			Summary Total					19.24
	22390 GRANT STREET NW	SOD	PV	67732	001	09101	5/29/2013	43654	42.71
	ELK RIVER MN 55330			Summary Total					42.71
		SOD	PV	67733	001	09101	5/28/2013	43629	51.19
				Summary Total					51.19
				Payment Amount					113.14
112735	BALD EAGLE BUILDERS INC	LAND ESC REFUND 5763 152ND WAY	PV	67786	001	09252	6/5/2013	060513	5,000.00
	BALD EAGLE BUILDERS INC			Summary Total					5,000.00
	P O BOX 337	ERO ESC REFUND 5775 152ND WAY	PV	67787	001	09804	6/5/2013	113310	1,500.00
	HUGO MN 55038			Summary Total					1,500.00
		ERO ESC REFUND 5763 152ND WAY	PV	67788	001	09804	6/6/2013	113311	1,500.00
				Summary Total					1,500.00
				Payment Amount					8,000.00

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
113027	BLUE CROSS BLUE SHIELD-EAP	EAP MAY 2013	PV	67921	001	09101	5/23/2013	2698181	61.25
	BLUE CROSS BLUE SHIELD- EAP ATTEN: DEBRA MORSE M 104 P O BOX 64560 ST PAUL MN 55164				Summary Total				61.25
					Payment Amount				61.25
107672	BRIN NORTHWESTERN GLASS CO INC	REPAIR-DOOR SWING CONTROL	PV	67734	001	09101	5/22/2013	521779S	1,543.66
	BRIN NORTHWESTERN GLASS CO INC 144 GLENWOOD AVENUE N MINNEAPOLIS MN 55428				Summary Total				1,543.66
					Payment Amount				1,543.66
100100	BURY AND CARLSON	SAND	PV	67851	001	09101	6/10/2013	20128051	311.56
	BURY AND CARLSON 201 WEST 121ST STREET BURNSVILLE MN 55337				Summary Total				311.56
					Payment Amount				311.56
112663	CAPSTONE HOMES INC	REFUND LAND ESC 7470 162ND AVE	PV	67735	001	09252	6/12/2013	061213	5,000.00
	CAPSTONE HOMES INC				Summary Total				5,000.00
	14015 SUNFISH LAKE BLVD SUITE 400	REFUND ERO ESC- 7470 162ND AVE	PV	67736	001	09804	6/12/2013	113564	1,500.00
	RAMSEY MN 55303				Summary Total				1,500.00
					Payment Amount				6,500.00
106670	CENTRAL POWER DISTRIBUTORS INC	BLADES	PV	67737	001	09101	5/31/2013	314963	67.91
	CENTRAL POWER DISTRIBUTORS INC	BLADES	PV	67737	002	09101	5/31/2013	314963	67.91
	3801 THURSTON AVENUE				Summary Total				135.82
	ANOKA MN 55303	SPARK PLUGS	PV	67852	001	09101	6/6/2013	321178	4.16
					Summary Total				4.16
		MISC PARTS	PV	67853	001	09101	6/4/2013	318087	44.89
					Summary Total				44.89

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
		TUBES	PV	67854	001	09101	6/4/2013	318046	60.88
				Summary Total					60.88
				Payment Amount					245.75
100111	COMMERCIAL ASPHALT COMPANY	ASPHALT	PV	67739	001	09101	5/31/2013	053113	321.24
	COMMERCIAL ASPHALT COMPANY P O BOX 1480 MAPLE GROVE MN 55311-6480			Summary Total					321.24
				Payment Amount					321.24
100117	CONNEXUS ENERGY	INSTALL STREET LIGHTS-BUNKER	PV	67789	001	09603	5/29/2013	GI 555	21,846.00
	CONNEXUS ENERGY 14601 RAMSEY BLVD NW RAMSEY MN 55303			Summary Total					21,846.00
				Payment Amount					21,846.00
100122	COOP'S LOCKSMITH SERVICES	3 KEYS	PV	67738	001	09410	5/22/2013	39617	6.42
	COOP'S LOCKSMITH SERVICES 220 WEST MAIN STREET RAMSEY MN 55303			Summary Total					6.42
				Payment Amount					6.42
100125	COUNTRYSIDE PRINTING INC	BUS CARDS- C. ANDERSON	PV	67740	001	09101	5/31/2013	31721	41.68
	COUNTRYSIDE PRINTING 6250 BUNKER LAKE BLVD NW SUITE 113 RAMSEY MN 55303			Summary Total					41.68
				Payment Amount					41.68
100131	CULLIGAN OF ANOKA	COM FILTRATION LEASE JUNE 13	PV	67855	001	09101	5/31/2013	100X04166000	132.31
	CULLIGAN DEPARTMENT 8509 P O BOX 77043 MINNEAPOLIS MN 55480-7743			Summary Total					132.31
				Payment Amount					132.31

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
111818	DEANO'S COLLISION SPECIALISTS INC	REPLACE WINDSHIELD 364	PV	67741	001	09101	5/29/2013	36088	368.25
	DEANO'S COLLISION SPECIALISTS INC 11063 173RD AVENUE ELK RIVER MN 55330				Summary Total				368.25
					Payment Amount				368.25
100144	DEHN OIL COMPANY	DIESEL FUEL	PV	67856	001	09101	6/10/2013	25130	865.98
	DEHN OIL COMPANY				Summary Total				865.98
	6735 141ST AVENUE NW	DIESEL FUEL	PV	67857	001	09101	6/10/2013	25131	1,816.88
	RAMSEY MN 55303				Summary Total				1,816.88
					Payment Amount				2,682.86
101185	DO ALL PRINTING COM INC	SUMMER EVENT POSTERS	PV	67742	001	09101	5/28/2013	20404	51.09
	DO ALL PRINTING COM INC 6360 HIGHWAY 10 NW RAMSEY MN 55303				Summary Total				51.09
					Payment Amount				51.09
113509	DUCKOR AND ASSOCIATES INC	FINAL PYMT	PV	67743	001	09101	5/28/2013	2023	9,375.00
	DUCKOR AND ASSOCIATES INC 3141 DEAN COURT SUITE 804 MINNEAPOLIS MN 55416				Summary Total				9,375.00
					Payment Amount				9,375.00
100158	ECM PUBLISHERS INC	LEGAL- ORD 13-11	PV	67744	001	09101	5/31/2013	01815195	56.38
	ECM PUBLISHERS INC				Summary Total				56.38
	4095 COON RAPIDS BLVD	SPECIAL ELECTION NOTICE	PV	67745	001	09101	5/31/2013	01815194	61.50
	COON RAPIDS MN 55433				Summary Total				61.50
		LEGAL ORD 13-10	PV	67746	001	09101	5/31/2013	01815266	82.00
					Summary Total				82.00
		LEGAL ORD- 13-07	PV	67747	001	09101	5/31/2013	01815196	56.38
					Summary Total				56.38
					Payment Amount				256.26

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
106624	EHLERS AND ASSOCIATES, INC	FOX TROT	PV	67790	001	09214	6/10/2013	346365	500.00
	EHLERS & ASSOCIATES, INC				Summary Total				500.00
	3060 CENTRE POINTE DRIVE	COR TIF DISTRICT	PV	67791	001	09214	6/10/2013	346364	400.00
	ROSEVILLE MN 55113-1105				Summary Total				400.00
		COR TIF ANALYSIS	PV	67792	001	09214	6/10/2013	346363	450.00
					Summary Total				450.00
		COR APARTMENTS	PV	67793	001	09214	6/25/2013	346362	100.00
					Summary Total				100.00
					Payment Amount				1,450.00
104267	ELITE SANITATION	RENTAL MAY 2013	PV	67748	001	09101	5/29/2013	21141	613.46
	ELITE SANITATION				Summary Total				613.46
	PO BOX 526								
	ELK RIVER MN 55330								
					Payment Amount				613.46
100167	ELK RIVER FORD INC	SWITCH ASY 386	PV	67749	001	09101	5/22/2013	15063366	29.37
	ELK RIVER FORD INC				Summary Total				29.37
	17219 HIGHWAY 10 NW	REPAIR ON 653	PV	67858	001	09101	6/6/2013	16050732/1	98.33
	PO BOX 304	REPAIR ON 653	PV	67858	002	09101	6/6/2013	16050732/1	385.95
	ELK RIVER MN 55330				Summary Total				484.28
		MISC PARTS FOR 678 AND 680	PV	67859	001	09101	6/5/2013	15064660	320.62
		MISC PARTS FOR 678 AND 680	PV	67859	002	09101	6/5/2013	15064660	320.63
					Summary Total				641.25
		REPAIR ON 406	PV	67860	001	09101	6/5/2013	16050797/1	174.00
		REPAIR ON 406	PV	67860	002	09101	6/5/2013	16050797/1	363.44
					Summary Total				537.44
					Payment Amount				1,692.34
100733	ELK RIVER WINLECTRIC CO	FUSES	PV	67861	001	09101	6/5/2013	19234000	57.36
	ELK RIVER WINLECTRIC CO				Summary Total				57.36
	12777 MEADOWVALE ROAD								
	SUITE A								
	ELK RIVER MN 55330								

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
				Payment Amount					57.36
113537	EMERGENCY SERVICES CONSULTING INTENAL.	SHARED SERVICES STUDY	PV	67862	001	09101	5/31/2013	13-162	7,222.50
	EMERGENCY SERVICES CONSULTING INTENAL.			Summary Total					7,222.50
	25200 SW PARKWAY AVENUE SUITE 3	SHARED SERVICES STUDY	PV	67863	001	09101	6/4/2013	13-163	5,587.50
	WILSONVILLE OR 97070-9616			Summary Total					5,587.50
				Payment Amount					12,810.00
113321	FACTORY MOTOR PARTS	BRAKES 386	PV	67750	001	09101	5/20/2013	70-146739	170.96
	FACTORY MOTOR PARTS			Summary Total					170.96
	3731 THURSTON AVENUE	RETURN- BRAKES	PD	67751	001	09101	5/24/2013	1-4184890	170.96-
	ANOKA MN 55303			Summary Total					170.96-
		PAD SET/AIR FILTER 664	PV	67752	001	09101	5/28/2013	6-1326520	40.37
				Summary Total					40.37
		BRAKES FOR 317	PV	67864	001	09101	6/5/2013	6-1327510	172.00
				Summary Total					172.00
		ALTERNATOR FOR 640	PV	67865	001	09101	6/7/2013	6-1327858	343.54
				Summary Total					343.54
				Payment Amount					555.91
107099	FASTENAL	MISC PARTS	PV	67753	001	09101	5/29/2013	MNTC898457	420.66
	FASTENAL COMPANY			Summary Total					420.66
	P O BOX 978	MISC SUPPLIES	PV	67794	001	09602	5/29/2013	MNTC898429	193.72
	WINONA MN 55987			Summary Total					193.72
		MISC PARTS	PV	67866	001	09101	6/5/2013	MNTC898611	20.48
				Summary Total					20.48
		MISC PARTS	PV	67867	001	09101	6/6/2013	MNTC898645	55.24
				Summary Total					55.24
				Payment Amount					690.10
100143	FERGUSON WATERWORKS # 2516	SS PROBE	PV	67795	001	09601	6/6/2013	0026129	81.45
	FERGUSON WATERWORKS 2516			Summary Total					81.45
	P O BOX 802817	MARKING STICK/WHEEL	PV	67796	001	09601	6/6/2013	0026541	43.80
	CHICAGO IL 60680-2817			Summary Total					43.80

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	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
		CALIBRATION FEE	PV	67797	001	09601	5/31/2013	0025043	90.00
				Summary Total					90.00
				Payment Amount					215.25
107101	FIRE LOSS MANAGEMENT LLC	PLAN REVIEW-RAMSEY MED. BLDG.	PV	67868	001	09101	6/3/2012	060312	200.00
	FIRE LOSS MANAGEMENT LLC 678 PINEWOOD DRIVE SHOREVIEW MN 55126			Summary Total					200.00
				Payment Amount					200.00
112421	FIRST SCRIBE	ROW WEB APP JUNE 2013	PV	67754	001	09101	6/1/2013	2460003	200.00
	FIRST SCRIBE 110 CHESHIRE LANE SUITE 105 MINNETONKA MN 55305			Summary Total					200.00
				Payment Amount					200.00
110388	FRATTALLONE'S ACE HARDWARE STORES	MISC SUPPLIES	PV	67798	001	09601	5/31/2013	019017/J	83.30
	FRATTALLONE'S ACE HARDWARE STORES			Summary Total					83.30
	3527 LEXINGTON AVENUE N	PAINT- BROWN	PV	67799	001	09601	6/3/2013	019046/J	19.21
	ARDEN HILLS MN 55126			Summary Total					19.21
		MISC SUPPLIES	PV	67869	001	09101	6/10/2013	019101/J	3.39
				Summary Total					3.39
				Payment Amount					105.90
100189	G AND K SERVICES INC	UNIFORM CLEANING	PV	67756	001	09101	5/29/2013	1006540239	84.00
	G AND K SERVICES INC	UNIFORM CLEANING	PV	67756	002	09101	5/29/2013	1006540239	10.00
	PO BOX 1450-NW 7536	UNIFORM CLEANING	PV	67756	003	09101	5/29/2013	1006540239	151.90
	MINNEAPOLIS MN 55485-7536	UNIFORM CLEANING	PV	67756	004	09101	5/29/2013	1006540239	151.90
				Summary Total					397.80
		UNIFORM CLEANING	PV	67870	001	09101	6/5/2013	1006551501	84.00
		UNIFORM CLEANING	PV	67870	002	09101	6/5/2013	1006551501	10.00
		UNIFORM CLEANING	PV	67870	003	09101	6/5/2013	1006551501	77.41
		UNIFORM CLEANING	PV	67870	004	09101	6/5/2013	1006551501	77.41
				Summary Total					248.82
		UNIFORM CLEANING	PV	67871	001	09101	6/12/2013	1006562704	84.00
		UNIFORM CLEANING	PV	67871	002	09101	6/12/2013	1006562704	10.00

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
		UNIFORM CLEANING	PV	67871	003	09101	6/12/2013	1006562704	128.98
		UNIFORM CLEANING	PV	67871	004	09101	6/12/2013	1006562704	128.98
				Summary Total					351.96
		FD MATS	PV	67872	001	09101	6/12/2013	1006562702	138.47
				Summary Total					138.47
				Payment Amount					1,137.05
100200	GOPHER STATE ONE CALL INC	275 TICKETS	PV	67800	001	09601	5/31/2013	72838	129.08
	GOPHER STATE ONE CALL	275 TICKETS	PV	67800	002	09601	5/31/2013	72838	129.08
	18946 LAKE DRIVE EAST	275 TICKETS	PV	67800	003	09601	5/31/2013	72838	129.09
	CHANHASSEN MN 55317			Summary Total					387.25
				Payment Amount					387.25
100650	GRAINGER	EAR MUFF	PV	67755	001	09101	5/29/2013	9153696894	186.99
	GRAINGER INC			Summary Total					186.99
	DEPT. 806511127	RAKES/SHOVELS	PV	67873	001	09101	6/5/2013	9159535898	163.64
	PALATINE IL 60038-0001			Summary Total					163.64
		RETURN EAR MUFFS	PD	67874	001	09101	5/31/2013	9156420490	20.83-
				Summary Total					20.83-
				Payment Amount					329.80
110568	GREEN VALLEY GREENHOUSE	CH PLANTER- FLOWERS	PV	67875	001	09101	5/29/2013	208513	209.21
	GREEN VALLEY GREENHOUSE			Summary Total					209.21
	6530 GREEN VALLEY ROAD								
	RAMSEY MN 55303								
				Payment Amount					209.21
103819	HELMETS R US	HELMETS- SAFETY CAMP 2013	PV	67757	001	09290	5/29/2013	38143	936.25
	HELMETS R US			Summary Total					936.25
	2705 PACIFIC AVE								
	TACOMA WA 98402								
				Payment Amount					936.25
100256	LANO EQUIPMENT INC	BRACKETS/BOLTS	PV	67876	001	09101	6/13/2013	02-14787	77.77
	LANO EQUIPMENT INC			Summary Total					77.77
	6140 HIGHWAY 10 NW								

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
	ANOKA MN 55303								
				Payment Amount					77.77
100259	LEAGUE OF MN CITIES INS TRUST	HEMMERICH/VOIT-JUNE 2013	PV	67922	001	09702	6/1/2013	0200031129 JUNE 2013	181.27
	LEAGUE OF MN CITIES INS TRUST C/O BERKLEY RISK SERVICES INC P O BOX 581517 MINNEAPOLIS MN 55458-1517			Summary Total					181.27
				Payment Amount					181.27
113696	LUBE TECH ESI	LATCH CABLE	PV	67877	001	09101	6/3/2013	1672	65.31
	LUBE TECH ESI 850 MENDELSSOHN AVENUE N GOLDEN VALLEY MN 55427			Summary Total					65.31
				Payment Amount					65.31
112512	MADDEN,GALANTER,HANSEN LLP	MAY 2013 SERVICES	PV	67878	001	09101	6/1/2013	060113	196.80
	MADDEN,GALANTER,HANSEN LLP			Summary Total					196.80
	505 NORTH HIGHWAY 169 SUITE 295	SERVICES THROUGH APRIL 2013	PV	67923	001	09101	5/1/2013	050113	246.00
	PLYMOUTH MN 55441-6444			Summary Total					246.00
				Payment Amount					442.80
100273	MALLOY MONTAGUE KARNOWSKI RADOSEVIC	SERVICES THROUGH MAY 2013	PV	67801	001	09101	5/31/2013	33535	6,800.00
	MALLOY MONTAGUE KARNOWSKI RADOSEVIC 410 PARK NATIONAL BANK BLDG 5353 WAYZATA BLVD MINNEAPOLIS MN 55416			Summary Total					6,800.00
				Payment Amount					6,800.00
100283	MENARDS COON RAPIDS	FD MISC SUPPLIES	PV	67758	001	09101	5/29/2013	25080	36.44
	MENARDS COON RAPIDS			Summary Total					36.44
	3045 MAIN STREET	FD BOTTLED WATER	PV	67759	001	09101	5/29/2013	25054	55.80
	COON RAPIDS MN 55433			Summary Total					55.80
		IRON HOLD BAGS	PV	67803	001	09101	5/31/2013	25292	1,076.27
				Summary Total					1,076.27

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	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
		MISC SUPPLIES	PV	67879	001	09101	5/31/2013	25263	221.69
						Summary Total			221.69
						Payment Amount			1,390.20
100284	MENARDS ELK RIVER	MISC SUPPLIES	PV	67802	001	09601	5/29/2013	21725	154.01
	MENARDS ELK RIVER 19521 EVANS STREET NW ELK RIVER MN 55330-1077					Summary Total			154.01
						Payment Amount			154.01
100285	MET COUNCIL ENVIRONMENTAL SRV	WASTEWATER JULY 2013	PV	67804	001	09602	6/5/2013	0001019051	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	FIRE RETARDANT	PV	67760	001	09101	5/28/2013	47383	748.05
	METRO FIRE INC 13915 LINCOLN ST NE SUITE D HAM LAKE MN 55304					Summary Total			748.05
						Payment Amount			748.05
108208	METRO PRODUCTS INC	MISC PARTS	PV	67880	001	09101	6/7/2013	92563	60.41
	METRO PRODUCTS INC 7401 CENTRAL AVENUE NE FRIDLEY MN 55432					Summary Total			60.41
						Payment Amount			60.41
100293	MIDC ENTERPRISES	MISC IRRIGATION PARTS	PV	67881	001	09101	5/22/2013	I0032061	446.37
	MIDC ENTERPRISES 1450 WEST COUNTY ROAD C ROSEVILLE MN 55113					Summary Total			446.37
						Payment Amount			446.37
100303	MINNESOTA CONWAY INC	RECHARGES	PV	67761	001	09101	5/30/2013	62243	26.74
	MINNESOTA CONWAY					Summary Total			26.74

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	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	575 MINNEHAHA AVE WEST ST PAUL MN 55103-1573								
				Payment Amount					26.74
107333	MN DEPT OF LABOR AND INDUSTRY	FIRE STATION 1-15050 ARMSTRONG	PV	67883	001	09101	6/1/2013	ABR0070902I	10.00
	MN DEPT OF LABOR AND INDUSTRY FINANICIAL SERVICES OFFICE 443 LAFAYETTE ROAD ST PAUL MN 55155								
				Summary Total					10.00
				Payment Amount					10.00
		RE: 15153 NOWTHEN BLVD	PV	67884	001	09101	6/1/2013	ABR0070329I	30.00
				Summary Total					30.00
				Payment Amount					30.00
		RE: 7550 SUNWOOD DR	PV	67885	001	09101	6/1/2013	ABR0070513I	40.00
				Summary Total					40.00
				Payment Amount					40.00
		7550 SUNWOOD- RAMP	PV	67886	001	09101	6/1/2013	ALR0028677I	100.00
				Summary Total					100.00
				Payment Amount					100.00
		RAMP- ELEVATORS	PV	67887	001	09240	6/1/2013	ALR0028655I	200.00
				Summary Total					200.00
				Payment Amount					200.00
		14100 JASPAR ST-SHOP	PV	67888	001	09101	6/1/2013	ABR0071115I	20.00
				Summary Total					20.00
				Payment Amount					20.00
100224	MN OFFICE OF ENTERPRISE TECH SHARED SER.	WAN MAY 2013	PV	67882	001	09101	6/5/2013	DV13050454	175.20

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 OFFICE OF ENTERPRISE TECH SHARED TECH ROOM 510 658 CEDAR STREET ST PAUL MN 55155				Summary Total				175.20
					Payment Amount				175.20
100341	MTI DISTRIBUTING INC	MISC PARTS	PV	67889	001	09101	6/10/2013	90643100	707.18
	MTI DISTRIBUTING INC SDS 12-1900 P O BOX 86 MINNEAPOLIS MN 55486-1900				Summary Total				707.18
					Payment Amount				707.18
100345	NAPA AUTO PARTS ELK RIVER	CAR WASH	PV	67762	001	09101	5/30/2013	683085	12.80
	NAPA AUTO PARTS ELK RIVER				Summary Total				12.80
	17137 YALE STREET NW	BELTS FOR PUMPHOUSE FANS	PV	67805	001	09601	5/30/2013	683158	16.01
	P O BOX 1041				Summary Total				16.01
	ELK RIVER MN 55330	CRAYON- SHOP SUPPLIES	PV	67890	001	09101	6/6/2013	684384	5.96
					Summary Total				5.96
		ADHESIVE	PV	67891	001	09101	6/4/2013	684004	18.61
					Summary Total				18.61
		BATTERY FOR 301	PV	67892	001	09101	6/5/2013	684191	103.66
					Summary Total				103.66
		COMBO BALL MOUNT 353	PV	67893	001	09101	6/6/2013	384284	21.36
					Summary Total				21.36
					Payment Amount				178.40
107150	NORTH AMERICAN SALT CO	ROAD SALT	PV	67763	001	09101	5/30/2013	70987960	23,941.72
	NORTH AMERICAN SALT CO				Summary Total				23,941.72
	P O BOX 277043	ROAD SALT	PV	67894	001	09101	5/31/2013	70988546	17,395.29
	ATLANTA GA 30384-7043				Summary Total				17,395.29
					Payment Amount				41,337.01
100988	NORTHERN SAFETY	SAFETY LIGHTS	PV	67896	001	09101	6/3/2013	33604	308.44

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
	TECHNOLOGY								
	NORTHERN SAFETY TECHNOLOGY P.O. BOX 328 5121 W 212TH STREET FARMINGTON MN 55024			Summary Total					308.44
				Payment Amount					308.44
100363	NORTHERN SANITARY SUPPLY CO	MISC SUPPLIES	PV	67764	001	09101	5/28/2013	161945	17.31
	NORTHERN SANITARY SUPPLY CO			Summary Total					17.31
	341 COON RAPIDS BLVD	MISC SUPPLIES	PV	67765	001	09101	5/22/2013	161865	197.36
	MINNEAPOLIS MN 55433			Summary Total					197.36
		MISC SUPPLIES	PV	67895	001	09101	6/5/2013	162099	383.56
				Summary Total					383.56
				Payment Amount					598.23
110547	NORTHWEST LIGHTING SYSTEMS CO.	MISC SUPPLIES	PV	67766	001	09101	5/20/2013	75585	63.14
	NORTHWEST LIGHTING SYSTEMS CO.			Summary Total					63.14
	12001 RIVERWOOD DRIVE	BULBS	PV	67897	001	09240	6/7/2013	75862	397.88
	BURNSVILLE MN 55337			Summary Total					397.88
				Payment Amount					461.02
106997	OMCM EMBROIDERY AND DESIGN	TEMP PARK T-SHIRTS	PV	67898	001	09101	6/3/2013	21389	409.77
	OMCM EMBROIDERY AND DESIGN 6750 W BROADWAY AVENUE MINNEAPOLIS MN 55428			Summary Total					409.77
				Payment Amount					409.77
111476	PARTEN, GARRETT	SAFETY CAMP- 13 FIRE SAFETY	PV	67806	001	09290	6/6/2013	060613	300.00
	GARRETT PARTEN 690 115TH AVENUE NE BLAINE MN 55434			Summary Total					300.00
				Payment Amount					300.00
100384	PLAISTED COMPANIES INC	SAND/ICE CONTROL	PV	67899	001	09101	5/31/2013	48117	320.38

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
	PLAISTED COMPANIES INC	SAND/ICE CONTROL	PV	67899	002	09101	5/31/2013	48117	5,835.31
	PO BOX 332	SAND/ICE CONTROL	PV	67899	003	09101	5/31/2013	48117	2,171.64
	11555 - 205TH AVENUE NW				Summary Total				8,327.33
	ELK RIVER MN 55330				Payment Amount				8,327.33
111488	POPP.COM INC	MAY 2013 BILLING	PV	67900	001	09101	5/31/2013	992110652	110.69
	POPP.COM INC	MAY 2013 BILLING	PV	67900	002	09101	5/31/2013	992110652	39.53
	P O BOX 27110	MAY 2013 BILLING	PV	67900	003	09101	5/31/2013	992110652	31.63
	GOLDEN VALLEY MN 55427-0110	MAY 2013 BILLING	PV	67900	004	09101	5/31/2013	992110652	229.28
		MAY 2013 BILLING	PV	67900	005	09101	5/31/2013	992110652	47.44
		MAY 2013 BILLING	PV	67900	006	09101	5/31/2013	992110652	55.34
		MAY 2013 BILLING	PV	67900	007	09101	5/31/2013	992110652	31.63
		MAY 2013 BILLING	PV	67900	008	09101	5/31/2013	992110652	7.90
		MAY 2013 BILLING	PV	67900	009	09101	5/31/2013	992110652	85.22
		MAY 2013 BILLING	PV	67900	010	09101	5/31/2013	992110652	89.94
		MAY 2013 BILLING	PV	67900	011	09101	5/31/2013	992110652	110.48
		MAY 2013 BILLING	PV	67900	012	09101	5/31/2013	992110652	61.64
					Summary Total				900.72
					Payment Amount				900.72
107978	PREMIER COMMERCIAL PROPERTIES INC	HIGHWAY 10 JUNE 2013 BILLING	PV	67807	001	09410	6/1/2013	3583	200.00
	PREMIER COMMERCIAL PROPERTIES INC	HIGHWAY 10 JUNE 2013 BILLING	PV	67807	002	09410	6/1/2013	3583	200.00
	6897 139TH LANE NW	HIGHWAY 10 JUNE 2013 BILLING	PV	67807	003	09410	6/1/2013	3583	200.00
	RAMSEY MN 55303				Summary Total				600.00
					Payment Amount				600.00
112959	PREMIUM WATERS INC	WATER FIRE STATION	PV	67901	001	09101	5/31/2013	621331-05-13	21.09
	PREMIUM WATERS INC				Summary Total				21.09
	P O BOX 9128	FD WATER	PV	67902	001	09101	5/31/2013	621332-05-13	5.88
	MINNEAPOLIS MN 55480-9128				Summary Total				5.88
					Payment Amount				26.97
107573	PUBLIC AGENCY TRAINING COUNCIL	B. ROSSUM SEMINAR 11573	PV	67767	001	09101	5/30/2013	166354	260.00
	PUBLIC AGENCY TRAINING COUNCIL				Summary Total				260.00
	5235 DECATUR BLVD								

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
	INDIANAPOLIS IN 46241								
				Payment Amount					260.00
112474	RAMSEY RETAIL RENTAL INC	BIZ EXPO MAY 2013	PV	67768	001	09230	3/7/2013	030713	350.00
	RAMSEY RETAIL RENTAL INC 7533 SUNWOOD DRIVE SUITE 220 RAMSEY MN 55303			Summary Total					350.00
				Payment Amount					350.00
113699	RAY JORDAN AND SONS INC	HYDROSEEDING	PV	67903	001	09101	6/7/2013	13-09	1,500.00
	RAY JORDAN AND SONS INC 1901 KLONDIKE DRIVE NE EAST BETHEL MN 55011			Summary Total					1,500.00
				Payment Amount					1,500.00
100422	REGISTERED ABSTRACTERS INC	TITLE WORK	PV	67809	001	09230	5/29/2013	T13-05139	400.00
	REGISTERED ABSTRACTERS INC			Summary Total					400.00
	2115 NORTH THIRD AVENUE	TITLE WORK	PV	67810	001	09230	5/29/2013	T13-05141	400.00
	ANOKA MN 55303			Summary Total					400.00
		TITLE WORK	PV	67811	001	09230	5/29/2013	T13-05137	400.00
				Summary Total					400.00
		TITLE WORK	PV	67812	001	09230	5/29/2013	T13-05138	400.00
				Summary Total					400.00
		TITLE WORK	PV	67813	001	09230	5/29/2013	T13-05140	400.00
				Summary Total					400.00
				Payment Amount					2,000.00
112151	REINDERS	6 SOIL TESTS	PV	67808	001	09101	5/21/2013	3019886	100.46
	REINDERS W227 N6225 SUSSEX ROAD SUSSEX WI 53089-3969			Summary Total					100.46
				Payment Amount					100.46
100921	RETROFIT RECYCLING INC	RECYCLING	PV	67925	001	09604	5/30/2013	0065289	55.70
	RETROFIT RECYCLING INC			Summary Total					55.70

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
	969 39TH AVENUE NW OWATONNA MN 55060								
				Payment Amount					55.70
113701	ROME, BILL	MAIL BOX REPLACEMENT	PV	67904	001	09101	6/14/2013	061413	245.32
	BILL ROME 16100 DYSPROSIUM STREET NE RAMSEY MN 55303			Summary Total					245.32
				Payment Amount					245.32
106617	ROTARY CLUB OF RAMSEY	K ULRICH- 2ND QTR 2013 DUES	PV	67769	001	09101	5/17/2013	2ND QTR 2013	150.00
	ROTARY CLUB OF RAMSEY ATTEN: CHRIS RANDALL THE BANK OF THE WEST 14125 ST FRANCIS BLVD RAMSEY MN 55303			Summary Total					150.00
				Payment Amount					150.00
112475	S AND T OFFICE PRODUCTS INC	OFFICE SUPPLIES	PV	67814	001	09101	5/21/2013	01PU5872	61.05
	S AND T OFFICE PRODUCTS INC			Summary Total					61.05
	1000 KRISTEN COURT	OFFICE SUPPLIES	PV	67906	001	09101	5/22/2013	01PU6390	23.51
	ST PAUL MN 55110	OFFICE SUPPLIES	PV	67906	002	09101	5/22/2013	01PU6390	24.24
				Summary Total					47.75
				Payment Amount					108.80
100431	SAFETY KLEEN CORPORATION	RECYCLE OIL	PV	67907	001	09101	5/31/2013	929331782	101.00
	SAFETY KLEEN CORPORATION PO BOX 382066 PITTSBURGH PA 15250-8066			Summary Total					101.00
				Payment Amount					101.00
100435	SCHARBER AND SONS INC	BELT	PV	67905	001	09101	5/30/2013	017306	121.36
	SCHARBER AND SONS INC 13725 MAIN STREET ROGERS MN 55374			Summary Total					121.36
				Payment Amount					121.36

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
107711	SCHINDLER ELEVATOR	QTR BILLING JUNE-AUG 2013	PV	67908	001	09240	6/1/2013	8103478372	1,133.82
	SCHINDLER ELEVATOR P O BOX 93050 CHICAGO IL 60673-3050				Summary Total				1,133.82
					Payment Amount				1,133.82
109415	SOLBREKK	LASERFICHE SUPPORT-6/2014	PV	67815	001	09101	5/31/2013	102562	6,111.19
	SOLBREKK 1000 BOONE AVENUE N. SUITE 650 GOLDEN VALLEY MN 55427				Summary Total				6,111.19
					Payment Amount				6,111.19
100456	ST CROIX RECREATION CO INC	MISC SUPPLIES	PV	67770	001	09101	5/28/2013	17687	276.54
	ST CROIX RECREATION CO INC 225 NORTH SECOND STREET STILLWATER MN 55082				Summary Total				276.54
					Payment Amount				276.54
100461	STAR TRIBUNE	AD ECON. DEV.	PV	67924	001	09101	5/31/2013	10000238260-MAY 13	360.00
	STAR TRIBUNE P O BOX 790445 ST LOUIS MO 63179-0445				Summary Total				360.00
					Payment Amount				360.00
100469	STREICHER'S POLICE EQUIPMENT	HOLSTER/MAG HOLDER	PV	67771	001	09101	6/1/2013	I1024077	58.77
	STREICHER'S POLICE EQUIPMENT				Summary Total				58.77
	LB# 7873	MAG HOLDER/HOLSTER	PV	67772	001	09101	6/1/2013	I1024078	94.03
	P O BOX 9438				Summary Total				94.03
	MINNEAPOLIS MN 55440-9438	MISC ITEMS	PV	67773	001	09101	6/4/2013	I1024858	16.02
					Summary Total				16.02
		RETURN MAG HOLDER/HANDCUFFS	PD	67774	001	09101	6/4/2013	CM262215	73.72-
					Summary Total				73.72-

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
					Payment Amount				95.10
100485	TIMESAVER OFF SITE SECRETARIAL INC	MAY 2013 MEETINGS	PV	67775	001	09101	5/30/2013	M19824	951.90
	TIMESAVER OFF SITE SECRETARIAL INC				Summary Total				951.90
	1056 JACKSON STREET S	MAY 2013 MEETINGS	PV	67776	001	09101	5/30/2013	M19833	347.85
	SHAKOPEE MN 55379-2077				Summary Total				347.85
		MTGS- MAY AND JUNE 2013	PV	67909	001	09101	6/11/2013	M19851	1,097.35
					Summary Total				1,097.35
		JUNE MTG 2013	PV	67910	001	09101	6/12/2013	M19861	204.85
					Summary Total				204.85
					Payment Amount				2,601.95
113698	TOLBERG HOMES LLC	ERO ESC REFUND 6998 170TH TRL	PV	67816	001	09804	6/14/2013	113569	1,500.00
	TOLBERG HOMES LLC 13750 CROSSTOWN DRIVE SUITE 202 ANDOVER MN 55304				Summary Total				1,500.00
					Payment Amount				1,500.00
100494	TRUGREEN CHEMLAWN INC	14700 ERKIUM ST	PV	67911	001	09101	6/6/2013	7188625	283.22
	TRUGREEN CHEMLAWN INC				Summary Total				283.22
	11755 95TH AVENUE N	6860 RIVERDALE DR	PV	67912	001	09101	6/7/2013	7188796	413.61
	MAPLE GROVE MN 55369				Summary Total				413.61
		7550 SUNWOOD DR	PV	67913	001	09101	6/6/2013	7188639	315.28
					Summary Total				315.28
		16303 QUICKSILVER ST	PV	67914	001	09101	6/6/2013	7188765	1,840.39
					Summary Total				1,840.39
		6000 142ND AVE	PV	67915	001	09101	6/5/2013	7115112	535.44
					Summary Total				535.44
		15050 ARMSTRONG BLVD	PV	67916	001	09101	6/4/2013	7039684	446.74
					Summary Total				446.74
		6500 153RD AVE	PV	67917	001	09101	6/5/2013	7115178	1,223.72
					Summary Total				1,223.72
					Payment Amount				5,058.40

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	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
104106	TRUSCO MANUFACTURING COMPANY	MISC SUPPLIES	PV	67777	001	09101	5/23/2013	3821	141.50
	TRUSCO MANUFACTURING COMPANY 545 NW 68TH AVE OCALA FL 34482-8235						Summary Total		141.50
							Payment Amount		141.50
107705	TWIN CITY GARAGE DOOR CO	MISC SUPPLIES	PV	67778	001	09101	5/22/2013	392566	126.03
	TWIN CITY GARAGE DOOR CO 5601 BOONE AVE N MINNEAPOLIS MN 55428						Summary Total		126.03
							Payment Amount		126.03
111742	TWIN CITY WATER CLINIC INC	10 WATER TESTS	PV	67817	001	09601	6/1/2013	3525	150.00
	TWIN CITY WATER CLINIC INC 617 13TH AVENUE SOUTH HOPKINS MN 55343						Summary Total		150.00
							Payment Amount		150.00
112721	W W GOETSCH ASSOCIATES INC	LIFT STATION INSPECTIONS-7	PV	67818	001	09602	6/7/2013	90740	1,750.00
	W W GOETSCH ASSOCIATES INC 5250 WEST 74TH STREET MINNEAPOLIS MN 55439-2226						Summary Total		1,750.00
							Payment Amount		1,750.00
112515	WSB AND ASSOCIATES INC	RE: SUNWOOD/ARMSTRONG APRIL 13	PV	67779	001	09496	5/21/2013	9 MAY 2013	1,341.00
	WSB AND ASSOCIATES INC 701 XENIA AVENUE SOUTH SUITE 300 MINNEAPOLIS MN 55416						Summary Total		1,341.00
							Payment Amount		1,341.00
							Total Amount to be Processed		219,531.19
							Total Number of Payments to be Processed		101

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
113206	NORTH PINE AGGREGATE INC	PAY EST 2 RR HILLS STORM SEWER	PV	67782	001	09605	6/13/2013	061313	4,169.90
	NORTH PINE AGGREGATE INC				Summary Total				4,169.90
	14551 LAKE DRIVE	PAY EST 9 SUNWOOD/ARMSTRONG	PV	67783	001	09496	6/14/2013	061413	29,562.58
	FOREST LAKE MN 55025				Summary Total				29,562.58
					Payment Amount				33,732.48
					Total Amount to be Processed				33,732.48
					Total Number of Payments to be Processed				1

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-06-113

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF JUNE 6, 2013 THROUGH JUNE 19, 2013.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of June 6, 2013, through June 19, 2013, in the amount of $2,766,814.22; 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 June 6, 2013, through June 19, 2013, in the amount of $2,766,814.22.

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 25th day of June 2013.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 14.**

Meeting Date: 06/25/2013

Submitted For: Patrick Brama **By:** Patrick Brama, Administrative Services

Information

Title:

Adopt Resolution #13-06-112 Declaring the City of Ramsey's Participation in the State Council on Local Results and Innovation -- Performance Measurement Program

Background:

Purpose of Case:

Adopt a resolution declaring the City's participation in the State Council on Local Results and Innovation Performance Measurement Program.

NOTE: the City participated in this annual program in 2011.

Background:

In 2010, the State legislature created the Council on Local Results and Innovation. In 2011, the Innovation Council developed and released a standard of performance measurements for Cities and Counties; with the goal of aiding residents, taxpayers, and state and local elected officials in determining the efficacy of Counties and Cities in providing services, and measure residents' opinions of those services.

Cities that elect to participate in the standard measures program must officially adopt [by resolution] and implement a minimum of TEN standard performance measures. Participating entities must report their results to the State Auditor and make them available to all interested parties by publishing them on the Auditor's web site [by July 1 annually]. Lastly, results must be provided to local residents through publication, direct mailing, posting on a web site or through a public hearing [by December 31 annually]

Cities benefit from participating from the standard measures program by receiving a reimbursement from the State in the amount of 14 cents per capita ($3,290 Ramsey). More importantly, Cities benefit by developing an annual performance measurement baseline; which can be utilized by elected officials and tax payers to make educated decisions. Lastly, Cities have the ability to view other organizations' program results; which provides the City with comparable* performance measurement data. *NOTE: All answers are not apples-to-apples.

Attached to this case is the resolution required for adoption to participate in the Council on Local Results and Innovation Performance Measurement Program; and, 2012 results for the City of Ramsey. This program is consistent with the accountability metrics approved by the Council as part of the most recent strategic planning effort.

NOTE: Staff will bring a case back to the City Council to discuss nine performance measurements not included in the attached report. Said measurements require public input. Therefore, discussion needs to occur at the Council level regarding the desired method of survey and what questions should be included. With that said, Ramsey is not obligated to conduct a public survey for participating in the State Innovation Council Program. The City is in compliance with program requirements today.

Notification:

NA

Observations:

NA

Recommendation:

ADOPT RESOLUTION #13-06-112 DECLARING THE CITY OF RAMSEY'S PARTICIPATION IN THE STATE COUNCIL ON LOCAL RESULTS AND INNOVATION -- PERFORMANCE MEASUREMENT PROGRAM

Funding Source:

NA. State allocation of funding to the City for participating ($3,290).

Council Action:

ADOPT RESOLUTION #13-06-112 DECLARING THE CITY OF RAMSEY'S PARTICIPATION IN THE STATE COUNCIL ON LOCAL RESULTS AND INNOVATION -- PERFORMANCE MEASUREMENT PROGRAM

Attachments

RESOLUTION #13-06-112 DECLARING THE CITY OF RAMSEY'S PARTICIPATION IN THE STATE COUNCIL ON LOCAL RESULTS AND INNOVATION -- PERFORMANCE MEASUREMENT PROGRAM

Ramsey Measures 2012

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/20/2013 04:35 PM

Form Started By: Patrick Brama Started On: 06/18/2013 08:17 AM

Final Approval Date: 06/20/2013

RESOLUTION #13-06-112

RESOLUTION DECLARING THE CITY OR RAMSEY'S PARTICIPATION IN THE STATE COUNCIL ON LOCAL RESULTS AND INNOVATION -- PERFORMANCE MEASUREMENT PROGRAM

WHEREAS, In 2010, the Minnesota Legislature created the Council on Local Results and Innovation; and

WHEREAS, The Council on Local Results and Innovation developed a standard set of performance measures that will aid residents, taxpayers, and state and local elected officials in determining the efficacy of counties in providing services and measure residents' opinion of those services; and

WHEREAS, Benefits to the City are outlined in MS 6.91 and include eligibility for a reimbursement as set by State statute; and

WHEREAS, Any City participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and

WHEREAS, The City of Ramsey has adopted and implemented at least 10 of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes; and

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

The City of Ramsey will continue to report the results of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the city's/county's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.

The City Council of Ramsey will submit to the Office of the State Auditor the actual results of the performance measures adopted by the city/county.

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

Mayor Strommen
Councilmember Backous
Councilmember Riley
Councilmember Kuzma
Councilmember LeTourneau
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 25th day of June, 2013.

Ramsey: Standard Measures (2012)

Category	#	Measure	Results
General	**1**	Rating of the overall quality of services provided by your city (survey)	*NA/TBD*
	2	Percent change in the taxable property market value	-7.82%
	3	Citizens' rating of the overall appearance of the city (survey)	*NA/TBD*
	4	Nuisance code enforcement cases per 1,000 population	442
	5	Number of library visits per 1,000 population	*NA*
	6	Bond rating	AA+
	7	Citizens' rating of city recreational programs and facilities (survey)	*NA/TBD*
	8	Accuracy of post election audit (% of ballots counted accurately)	100%
Police	**9**	P I and II Crime Rates	PT 1: 23.01 per 1000, PT 2: 30.91 per 1000
	10	Part I and II Crime Clearance Rates	PT 1: 27%, PT 2 67%
	11	Citizens' rating of safety in their community (survey)	*NA/TBD*
	12	Average police response time	8:36
Fire & EMS	**13**	Insurance industry rating of fire services	ISO 4/7
	14	Citizens' rating of the quality of fire protection services (survey)	*NA/TBD*
	15	Average fire response time	8:05
	16	Fire calls per 1,000 population	80
	17	Number of fires with loss resulting in investigation	29
	18	EMS calls per 1,000	24
	19	Emergency Medical Services average response time	8:05
Streets	**20**	Average city street pavement condition rating	7.5 Paser Scale (1-10)
	21	Citizens' rating of the road conditions in their City (survey)	*NA/TBD*
	22	Expenditures for road rehabilitation per paved lane mile rehabilitated (jurisdiction only roads)	$1,941
	23	Percentage of all jurisdiction lane miles rehabilitated in the year	0.12% (.0012)
	24	Average hours to complete road system during snow event	8
	25	Citizens' rating of the quality of snowplowing on city streets (survey)	*NA/TBD*
Water	**26**	Citizens' rating of the dependability and quality of the city water supply (survey)	*NA/TBD*
	27	Operating cost per 1,000,000 gallons of water pumped/produced	$895
Sanitary Sewer	**28**	Citizens' rating of the dependability and quality of city sanitary sewer service (survey)	*NA/TBD*
	29	Number of sewer blockages on city system per 100 connections	0

CC Regular Session **4. 15.**

Meeting Date: 06/25/2013

By: Chris Anderson, Community Development

Information

Title:

Adopt Resolutions #13-06-104 and #13-06-105 Approving Request for Conditional Use Permit to Exceed Square Footage Allotment for Accessory Buildings at 9321 169th Ave NW; Case of Michael and Diane Dahlberg

Background:

The City has received an application for a conditional use permit (CUP) to exceed the allowable square footage for accessory building space on the property located at 9321 169th Ave NW. The purpose of the request is twofold, first to create storage space for miscellaneous vehicles, equipment and other items and secondly to provide additional storage space for special needs equipment and a handicap accessible van that is needed for a family member.

Notification:

Staff attempted to notify all Property Owners within 350 feet of the Public Hearing. A Public Notice was also advertised in the Anoka Union.

Observations/Alternatives:

The subject property is zoned R-1 Residential (Rural Developing) and is approximately 2.21 acres in size. Properties between 2.00 and 2.49 acres are eligible for up to 2,400 square feet of accessory building space and up to three (3) accessory buildings. The mean gable height of detached accessory buildings cannot exceed twenty-two (22) feet.

The applicant is requesting a CUP to construct a detached accessory building that is 3,072 square feet in size. The proposed structure would comply with all required setbacks for the property as well as with the maximum allowable height. The exterior finish of the building will be metal panels that are color compatible with the home and will include architectural elements such as soffit, fascia and eave overhangs as required by City Code.

There are currently two (2) detached accessory buildings on the subject property; however, the applicant has stated that they both will be removed to facilitate the construction of the new building (going in same general location as these two existing buildings). If approved, this would be the only detached accessory structure on the subject property.

The proposed building will have three (3) overhead doors, which will all need to be serviced by a drive-lane leading to a driveway. The applicant is aware of this requirement and intends to position the building such that a portion of the existing bituminous surface can serve as driveway and will be installing Class V gravel to access the other overhead door(s).

Alternative #1. Approve the requested overage. Staff is comfortable with the overage request (672 square feet over what is allowed) as it will reduce exterior clutter (both items parked/stored outside and the total number of buildings) on site and would comply with all other applicable requirements. The Conditional Use Permit process allows the City to impose reasonable conditions to mitigate potential concerns with the use. This process provides a tool for the City to allow a use that may not be able to be approved administratively without the ability to review on a case-by-case basis for site specific conditions. The Conditional Use Permit also provides the City a greater degree of enforcement.The proposed building includes architectural elements that the existing buildings do not, and thus would also improve the aesthetics of the site. Finally, the Applicant has contacted many of the adjacent/nearby neighbors regarding this request and provided documented support of the request with the application submittal.

Alternative #2. Deny the request. If the request were denied, it would limit the applicant's ability to provide indoor storage for several existing vehicles and trailers that are currently stored outside. Additionally, it could lead to other items/material being moved outside to accommodate some of the special needs equipment and handicap accessible van needed for a family member. Staff has not observed conditions that would prevent the Applicant from complying with regulations once a permit is issued. Staff does not believe there is just cause at this time to deny the request. Staff does not support denying the request.

The Planning Commission conducted a Public Hearing at their June 6, 2013 meeting and there were no written or verbal comments received.

Recommendation:

The Planning Commission recommended approval of the request for a conditional use permit contingent upon compliance with the Staff Review File dated May 31, 2013.

Funding Source:

All costs associated with this request are the responsibility of the Applicant.

Council Action:

Motion to adopt Resolution #13-06-104 adopting Findings of Fact #0915 relating to the applicant's request for a conditional use permit;

-and-

Motion to adopt Resolution #13-06-105 approving a conditional use permit for an overage in allowable accessory structure square footage, based on Findings of Fact #0915 and contingent upon compliance with the Staff Report dated May 31, 2013.

Attachments

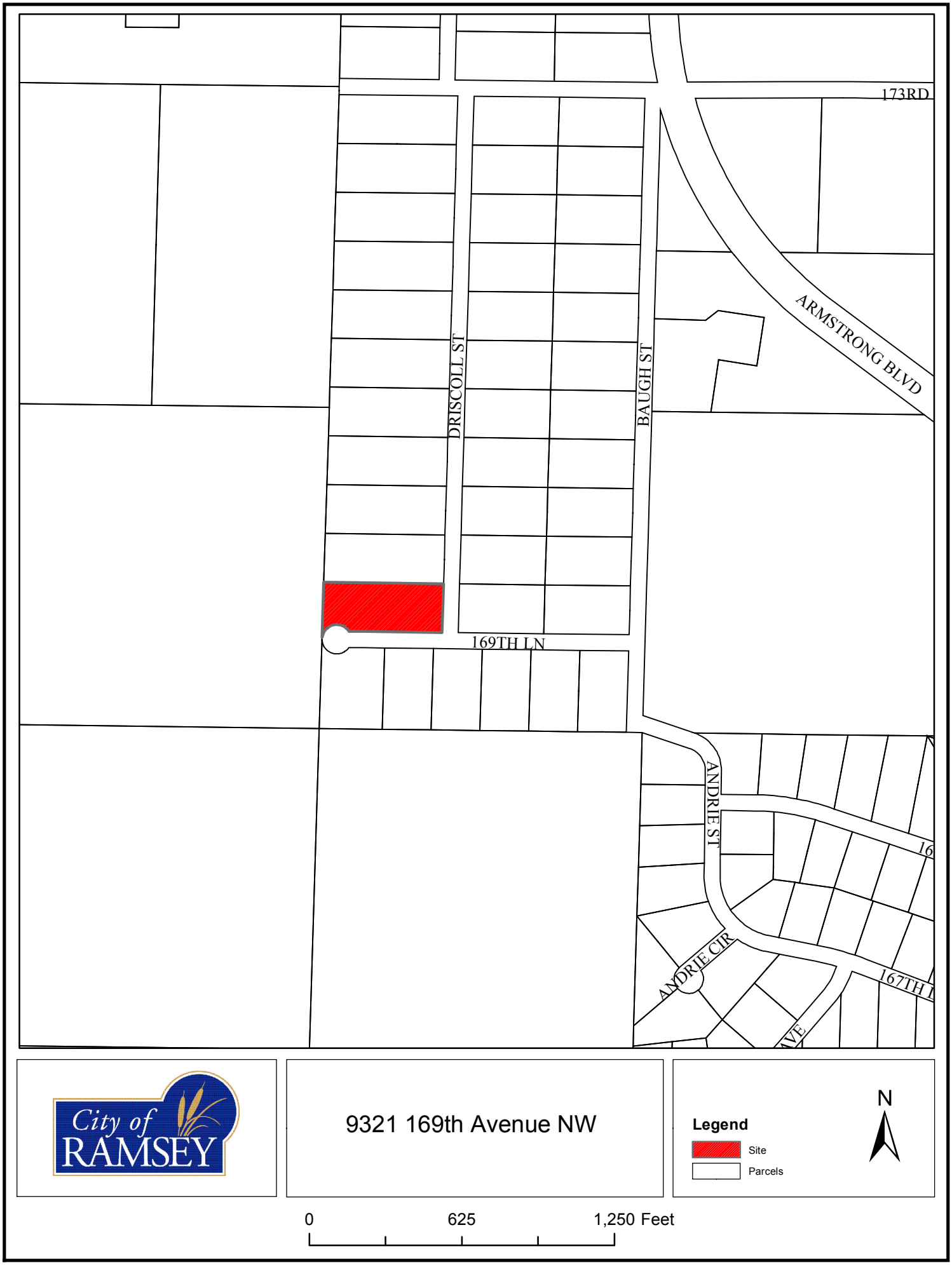
Site Location Map
Letter from Applicant
Site Plan Drawing
Building Elevations
Signatures of Neighbors Supporting Request
Image of Existing Buildings being Replaced
Staff Report Dated May 31, 2013
DRAFT Planning Commission Minutes dated June 6, 2013
Proposed Findings of Fact
Proposed Conditional Use Permit

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	06/19/2013 03:28 PM
Kurt Ulrich	Kurt Ulrich	06/19/2013 03:30 PM

Form Started By: Chris Anderson Started On: 06/14/2013 12:03 PM

Final Approval Date: 06/19/2013

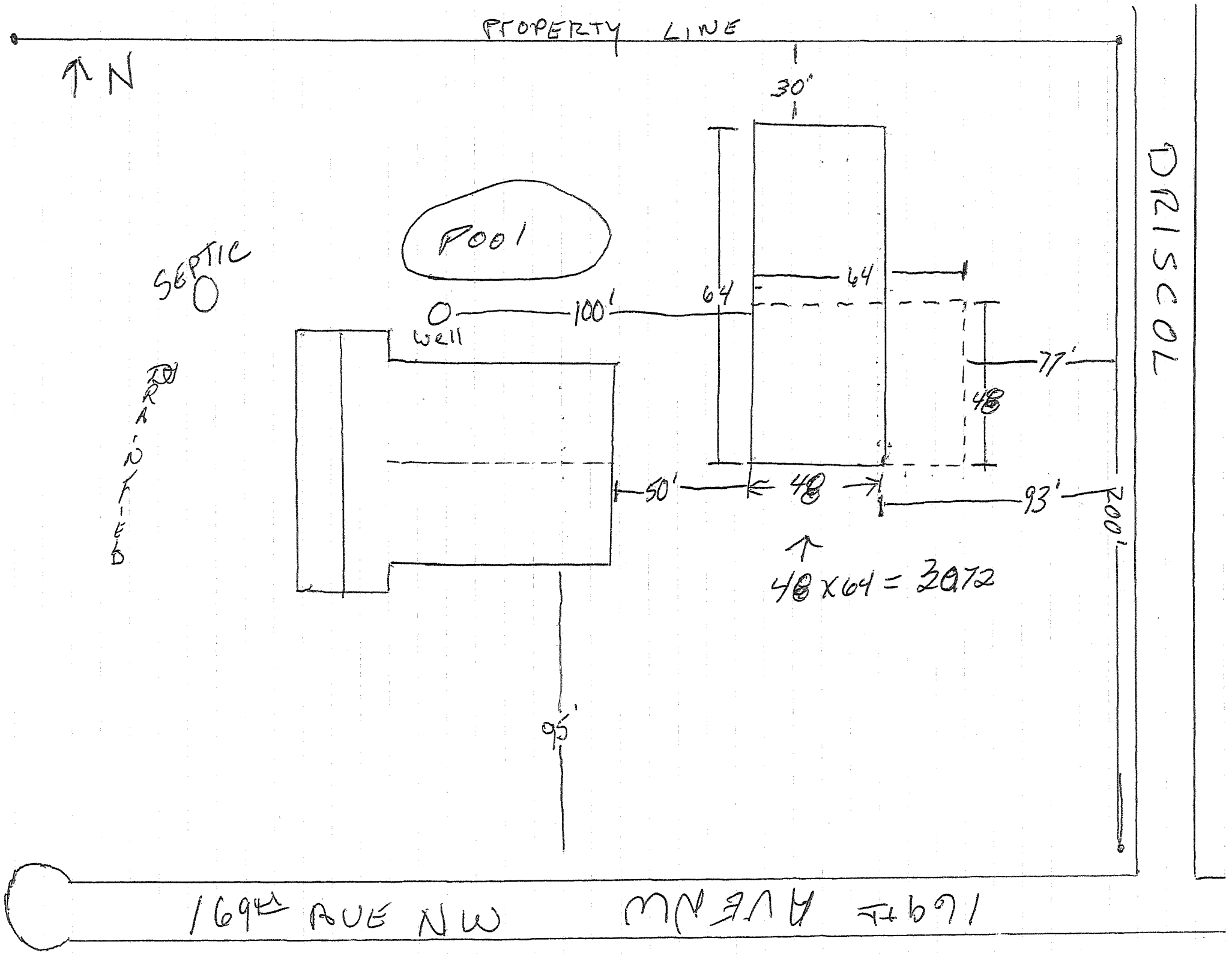

173RD
ARMSTRONG BLVD
DRISCOLL ST
BAUGH ST
169TH LN
ANDRIE ST
ANDRIE CIR
167TH L
City of RAMSEY
9321 169th Avenue NW
Legend
Site
Parcels
N
0
625
1,250 Feet

To Planning Commission and City Council

My name is Mike Dahlberg and my address is 9321 169th Ave NW. I am asking for a conditional use permit for my property, to build a pole building larger than my currant lot size allows. We will be taking down two smaller existing pole buildings first, and then would like to build a more user friendly building. The building would allow us to place my trailers inside and the classic vehicles I have. Most important, it would allow me to have one large area to store some special needs equipment and the handicap van that we use for our 5 year old grandson who has Cerebral Palsy and Developmental Delayed. My son's family, have had things donated to them but no place to put them. I qualify for 2400 sq. ft. but would like to build up to 3072 sq. ft. The extra 672 sq. ft. would allow that area to be designated for the van and extra equipment for our grandson that we now have in our basement and attached garage and to be honest in other areas of the house. Please consider this additional sq. ft. to accommodate the needs of our family. None of this building will be used for any commercial or business use. The color of the building will be compatible to the house. We have enclosed a picture of what the build would look like, the setbacks, and well and septic locations.

Thank you,

Mike Dahlberg


PROPERTY LINE
N
30'
POOL
SEPTIC
100'
WELL
64
64
77'
48
50'
48
93'
200'
DRISCOL
48 x 64 = 3072
95'
169TH AVE NW
169TH AVE NW



USA Pole Barns Quotation Package

Construction Maestro® Estimating Software Pole Barns, Garages & Decks

QUOTATION FOR:

[redacted]
Michael.Dahlberg@Minneapolismn.Gov
City, State, & Zip Not Provided
Customer Phone Not Provided

CONTACT:

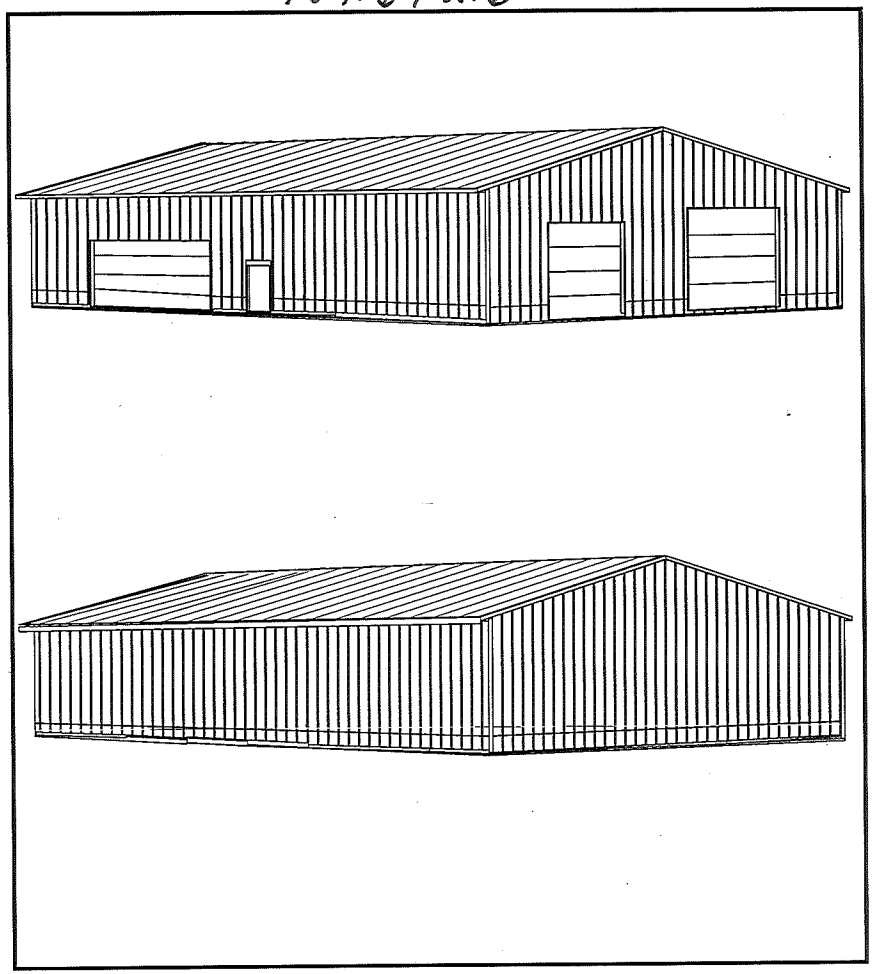
Rich Williams
PO. Box 883
Lima, OH 45802-883
877-691-2276

QUOTATION DATE:	12/28/2012
ESTIMATE NUMBER:	5617
CONSTRUCTION:	Post Frame
DIMENSIONS:	48x64x16

48 X 64 X 16

SPECIFICATIONS FOR 46' X 60' X 16' POST FRAME PACKAGE:

- **MATERIAL PACKAGE**
  - Pre-Engineered Wood Trusses (4/12 Pitch, 4' O/C)
  - 6 x 6 Treated MCA Eave Posts (8' O/C)
  - 6 x 6 Treated MCA Gable Posts (8' O/C)
  - 2 x 6 Treated Center Match Skirt Boards (2 Rows)
  - 2 x 4 Wall Girts (24" O/C) and Roof Purlins (24" O/C)
  - 2 x 12 Double Top Girt Truss Carrier
  - Tan G-Rib Steel Siding
  - Brown Steel Wainscot on All Four Sides
  - Brown G-Rib Steel Roof
  - One Concrete Pad per Post Hole
- **DOORS & WINDOWS**
  - One 10X12 Overhead #2241 Ins. Std. Trk. w/o Opener
  - One 12X14 Overhead #2241 Ins. Std. Trk. w/o Opener
  - One 16X10 Overhead #2241 Ins. Std. Trk. w/o Opener
  - One 3' 6 Panel Entry Door
- **12" OVERHANG ON ALL SIDES W/ SOLID STEEL SOFFIT**
- **FASTENERS**
  - 1 In Neoprene Siding Screws 250 Cnt. for Steel Wall Panel
  - 1 1/2 In Neoprene Siding Screws 250 Cnt. for Steel Roof Panel
  - 4 In. Galv. Pole Barn Nails for Truss Carrier
  - 16 Galv. Spirals for Skirt Board
  - Galvanized Steel Framing Nails
- **DETAILED BUILDING PLANS**



Subtotal	$20,536.12
Tax	$0.00
GRAND TOTAL	**$20,536.12**

Prices are good for 30 days, until 1/27/2013

Hi Ramsey Neighbors

We live on the corner of Driscol and 169th. We are tearing down the two existing pole buildings and would like to build a larger one. We are asking for your support to build one that would be approximately 3070 sq. ft. 670 sq. ft. larger than the 2400 that our property now allows. By doing this we will get the trailers and classic cars inside the building but most important would allow one designated area for the special needs equipment and handicap van we now use for our 5 year old grandson who has Cerebral Palsy and development delayed. If you have any questions or concerns please call 763-670-4742 or stop by. The city will also send you a letter on this to inform you about the Conditional Use Permit. If you support us will you please sign this and place you address so I can turn this in to the city planning commission and city council

Thank you

Mike and Diane Dahlberg

(Yes)/No support of

NAME

Tim Egeton

ADDRESS

9230 169TH Ave NW

Hi Ramsey Neighbors

We live on the corner of Driscol and 169th. We are tearing down the two existing pole buildings and would like to build a larger one. We are asking for your support to build one that would be approximately 3070 sq. ft. 670 sq. ft. larger than the 2400 that our property now allows. By doing this we will get the trailers and classic cars inside the building but most important would allow one designated area for the special needs equipment and handicap van we now use for our 5 year old grandson who has Cerebral Palsy and development delayed. If you have any questions or concerns please call 763-670-4742 or stop by. The city will also send you a letter on this to inform you about the Conditional Use Permit. If you support us will you please sign this and place you address so I can turn this in to the city planning commission and city council

Thank you

Mike and Diane Dahlberg

(Yes)/No support of

Marcia Richard

9310 169th Ave NW

Hi Ramsey Neighbors

We live on the corner of Driscol and 169th. We are tearing down the two existing pole buildings and would like to build a larger one. We are asking for your support to build one that would be approximately 3070 sq. ft. 670 sq. ft. larger than the 2400 that our property now allows. By doing this we will get the trailers and classic cars inside the building but most important would allow one designated area for the special needs equipment and handicap van we now use for our 5 year old grandson who has Cerebral Palsy and development delayed. If you have any questions or concerns please call 763-670-4742 or stop by. The city will also send you a letter on this to inform you about the Conditional Use Permit. If you support us will you please sign this and place you address so I can turn this in to the city planning commission and city council

Thank you

Mike and Diane Dahlberg

(Yes)/No support of

NAME	ADDRESS
Beverly Leegard-Gustafson	9320-169 Ave NW

Hi Ramsey Neighbors

We live on the corner of Driscol and 169th. We are tearing down the two existing pole buildings and would like to build a larger one. We are asking for your support to build one that would be approximately 3070 sq. ft. 670 sq. ft. larger than the 2400 that our property now allows. By doing this we will get the trailers and classic cars inside the building but most important would allow one designated area for the special needs equipment and handicap van we now use for our 5 year old grandson who has Cerebral Palsy and development delayed. If you have any questions or concerns please call 763-670-4742 or stop by. The city will also send you a letter on this to inform you about the Conditional Use Permit. If you support us will you please sign this and place you address so I can turn this in to the city planning commission and city council

Thank you

Mike and Diane Dahlberg

Yes/No support of

NAME	ADDRESS
Cassie & Nick Correll	9380 169th Ave. NW

Hi Ramsey Neighbors

We live on the corner of Driscol and 169th. We are tearing down the two existing pole buildings and would like to build a larger one. We are asking for your support to build one that would be approximately 3070 sq. ft. 670 sq. ft. larger than the 2400 that our property now allows. By doing this we will get the trailers and classic cars inside the building but most important would allow one designated area for the special needs equipment and handicap van we now use for our 5 year old grandson who has Cerebral Palsy and is development delayed. If you have any questions or concerns please call 763-670-4742 or stop by. The city will also send you a letter on this to inform you about the Conditional Use Permit. If you support us will you please sign this and place your address so I can turn this in to the city planning commission and city council

Thank you

Mike and Diane Dahlberg

(Yes)/No support of

NAME	ADDRESS
NATE & JESSICA DUDA	16935 DRISCOL ST, RAMSEY
A. L. Dow	

Hi Ramsey Neighbors

We live on the corner of Driscol and 169th. We are tearing down the two existing pole buildings and would like to build a larger one. We are asking for your support to build one that would be approximately 3070 sq. ft. 670 sq. ft. larger than the 2400 that our property now allows. By doing this we will get the trailers and classic cars inside the building but most important would allow one designated area for the special needs equipment and handicap van we now use for our 5 year old grandson who has Cerebral Palsy and development delayed. If you have any questions or concerns please call 763-670-4742 or stop by. The city will also send you a letter on this to inform you about the Conditional Use Permit. If you support us will you please sign this and place you address so I can turn this in to the city planning commission and city council

Thank you

Mike and Diane Dahlberg

(Yes)/No support of

NAME	ADDRESS
Michael ArTonson	17025 Driscoll ST. NW

Hi Ramsey Neighbors

We live on the corner of Driscol and 169th. We are tearing down the two existing pole buildings and would like to build a larger one. We are asking for your support to build one that would be approximately 3070 sq. ft. 670 sq. ft. larger than the 2400 that our property now allows. By doing this we will get the trailers and classic cars inside the building but most important would allow one designated area for the special needs equipment and handicap van we now use for our 5 year old grandson who has Cerebral Palsy and development delayed. If you have any questions or concerns please call 763-670-4742 or stop by. The city will also send you a letter on this to inform you about the Conditional Use Permit. If you support us will you please sign this and place you address so I can turn this in to the city planning commission and city council

Thank you

Mike and Diane Dahlberg

(Yes)/No support of

Wayne M. Miksola
17010 Driscoll St. N.W.

Hi Ramsey Neighbors

We live on the corner of Driscol and 169th. We are tearing down the two existing pole buildings and would like to build a larger one. We are asking for your support to build one that would be approximately 3070 sq. ft. 670 sq. ft. larger than the 2400 that our property now allows. By doing this we will get the trailers and classic cars inside the building but most important would allow one designated area for the special needs equipment and handicap van we now use for our 5 year old grandson who has Cerebral Palsy and development delayed. If you have any questions or concerns please call 763-670-4742 or stop by. The city will also send you a letter on this to inform you about the Conditional Use Permit. If you support us will you please sign this and place you address so I can turn this in to the city planning commission and city council

Thank you

Mike and Diane Dahlberg

(Yes)/No support of

Sign
Nancy Mosher

Address
17015 DRISCOLL ST NW

Hi Ramsey Neighbors

We live on the corner of Driscol and 169th. We are tearing down the two existing pole buildings and would like to build a larger one. We are asking for your support to build one that would be approximately 3070 sq. ft. 670 sq. ft. larger than the 2400 that our property now allows. By doing this we will get the trailers and classic cars inside the building but most important would allow one designated area for the special needs equipment and handicap van we now use for our 5 year old grandson who has Cerebral Palsy and is development delayed. If you have any questions or concerns please call 763-670-4742 or stop by. The city will also send you a letter on this to inform you about the Conditional Use Permit. If you support us will you please sign this and place your address so I can turn this in to the city planning commission and city council

Thank you

Mike and Diane Dahlberg

(Yes)/No support of

NAME	ADDRESS
Mike Quisberg	17020 Driscol Ave NW


2013/05/28 14:48

May 31, 2013

Michael and Diane Dahlberg
9321 169th Ave NW
Ramsey, MN 55303

Re: Conditional Use Permit request

Dear Mr. & Mrs. Dahlberg:

The City of Ramsey has received your application for a Conditional Use Permit to exceed allowable square footage for detached accessory buildings on the property located at 9321 169th Ave NW. City Staff is recommending to the Planning Commission approval of the request contingent upon the following:

- Required amendments as outlined in the attached Staff Report dated May 31, 2013.

Please note: this is only a recommendation that is subject to review by the Planning Commission and final decision by the City Council. A copy of the Staff Report is attached for your review. The Planning Commission will review the request on **Thursday, June 6th, at 7:00 p.m.** at the Ramsey Municipal Center in the Council Chambers. You, or a representative of the development, are highly encouraged to attend this meeting. Please contact me at your earliest convenience prior to the meeting to verify if you will be attending. Following the Planning Commission, the Conditional Use Permit request will be reviewed for a final decision by the City Council. This hearing would tentatively be scheduled for Tuesday, June 25th, 2013, at 7:00 p.m. in the Council Chambers.

Please let me know if you have any questions or concerns. I can be reached at (763) 433-9905 or by email at canderson@ci.ramsey.mn.us.

Sincerely,

CITY OF RAMSEY

Chris Anderson
Associate Planner/Environmental Coordinator

Enclosures

CITY OF RAMSEY LAND USE APPLICATION
TECHNICAL REVIEW FILE

DATE	MAY 16, 2013	**PROJECT ADDRESS**	9321 169TH AVE NW
PROJECT. TITLE	DAHLBERG CUP		
ESCROW #	113639		
DEPARTMENT:	Community Development		
TECHNICAL REVIEWER:	Name: Chris Anderson Phone: 763-433-9905 Email: canderson@ci.ramsey.mn.us		

We offer the following comments regarding your request for a conditional use permit:

General: The project proposal consists of removing two (2) existing detached accessory buildings and constructing one (1) larger detached accessory building that would be 3,072 square feet in size. The building would consist of steel wainscot on all four sides and includes three (3) overhead doors and one (1) service door. The property is about 2.21 acres in size and is zoned R-1 Residential (Rural Developing).

Accessory Building Size: Properties between 2 and 2.49 acres in size are eligible for up to 2,400 square feet of accessory building space, excluding attached garages. Exceeding the allowable square footage requires a conditional use permit.

Accessory Building Height: On properties two (2) acres or larger, detached accessory buildings shall not exceed twenty-two (22) feet in height, measured from the mean ground to mean gable. *At the time of Building Permit application, please confirm that the mean gable height of the building does not exceed twenty-two (22) feet.*

Number of Accessory Buildings: On properties between two (2) and 2.49 acres in size, a maximum of three (3) accessory buildings are permitted. The application indicates that there are two existing detached accessory buildings on the property that will be removed prior to construction of the proposed building. There are no other accessory buildings on the property.

Setbacks: The property is a corner lot and thus is considered to have to front yards for the purposes of determining setbacks. The required front and side corner (second front yard) setback is forty (40) feet while the required rear yard setback is a minimum of five (5) feet. The proposed building location would comply with all required setbacks from property lines and from the well and septic system on the property.

Architectural and Exterior Finish Requirements: On parcels two (2) acres or larger, the exterior finish of detached accessory buildings shall have the same general design and materials as the home or have color compatible metal panels. All detached accessory buildings shall have soffit, fascia and eave overhangs to match the home. The proposed building plans indicate a twelve (12) inch overhang on all four (4) sides along with solid steel soffits. *At the time of Building Permit application, please confirm or revise building plans to indicate that fascia will be included on all sides of the building.*

Driveway Requirement: A driveway is required for all doorway openings that are eight (8) feet wide by seven (7) feet tall or greater. All three (3) doorway openings exceed that size threshold and thus, each door should have a drive-lane leading to it. However, in the R-1 Residential (Rural Developing) zoning

district, properties are allowed a maximum of two (2) driveways. *It appears that there are already two (2) existing driveways for this property. The drive-lanes to the new building will need to either tie in to one of the existing driveways or one of the two existing driveways will need to be removed and a new driveway installed that provides access to each of the three (3) overhead doors. Driveway surface shall consist of class V gravel, asphalt or concrete. If gravel is used, it should be to a depth of at least two (2) inches.*

Accessory Apartments: Detached accessory buildings shall not contain complete independent living facilities (accessory apartments), which would include permanent provisions for living, sleeping, eating, and sanitation. It does not appear that the proposed building includes complete independent living facilities.

CITY OF RAMSEY LAND USE APPLICATION
TECHNICAL REVIEW FILE

DATE	5/30/13	**PROJECT ADDRESS**	7820 RIVERDALE DRIVE NW
PROJECT. TITLE	Case of Michael and Diane Dahlberg		
ESCROW #	113639		
DEPARTMENT:	Building		
TECHNICAL REVIEWER:	Name: Lee Gladitsch Phone: 763-433-9849 Email: inspectron@ci.ramsey.mn.us		

We offer the following comments regarding your request for an extension to an interim use permit:

General: Accessory building location on lot meets building code minimum setbacks, also well and septic are not affected by proposed building. Building department has no technical issues with request.

5.02: Public Hearing: Consider Request for a Conditional Use Permit to Exceed Allowable Square Footage for a Detached Accessory Building; Case of Michael and Diane Dahlberg

Public Hearing

Chairperson Levine called the public hearing to order at 7:29 p.m.

Presentation

Associate Planner/Environmental Coordinator Anderson presented the staff report stating the City received an application for a conditional use permit to exceed the allowable square footage for accessory building space on the property located at 9321 169th Avenue NW. The purpose of the request was to create storage space for vehicles, equipment and other items, while also providing additional storage space for special needs equipment and a handicap accessible van for a family member. He noted the subject property was 2.21 acres in size and could have up to 2,400 square feet of accessory building space and up to three (3) accessory buildings. The requested detached accessory building was 3,072 square feet in size. Staff reviewed the site plan in detail with the Commission and recommended approval of the conditional use permit request.

Citizen Input

Michael Dahlberg, 9321 169th Avenue NW, thanked the Commission for considering his request this evening and for all of the assistance he has received from staff.

Commissioner Field asked when the two existing accessory structures were built.

Mr. Dahlberg estimated the buildings were built in the late 70's or early 80's.

Commissioner VanScoy commented the ordinance allows for 2,400 square feet. He questioned why Mr. Dahlberg was requesting a building over this amount. He wanted to be assured the space was needed.

Mr. Dahlberg explained the building would meet the needs of his family while also allowing him to park his classic cars indoors.

Chairperson Levine inquired the square footage of the two existing accessory structures.

Associate Planner/Environmental Coordinator Anderson estimated this to be 1,750 square feet.

Motion by Commissioner Field, seconded by Commissioner Maul, to close the public hearing.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Field, Maul, Bauer, Brauer, Nossen, and VanScoy. Voting No: None. Absent: None.

Chairperson Levine closed the public hearing closed at 7:44 p.m.

DRAFT

Commission Business

Commissioner Field requested information from staff on the necessary requirements for a conditional use permit.

Development Services Manager Gladhill reviewed these elements with the Commission noting there was some level of flexibility within each request.

Commissioner Field was pleased to see the applicant had nine letters of support for this project. He asked if the surrounding properties were 2+ acres in size.

Associate Planner/Environmental Coordinator Anderson commented the neighboring properties ranged from about 1.5 to 2+ acres.

Commissioner Field was pleased that the old structures would be removed to make room for the new building. He noted the applicant had enough space on his corner lot for the structure and had the support of his neighbors. For these reasons, he supported the request.

Commissioner Bauer added that the proposed building would clean up the applicant's property.

Commissioner VanScoy agreed.

Commissioner Brauer approved of the overage due to the fact medical equipment would be stored in the accessory structure. It was his opinion that without the medical equipment, the applicant could meet the City's standards.

Chairperson Levine agreed stating he supported the request from Mr. Dahlberg.

Motion by Commissioner Field, seconded by Commissioner Bauer, to recommend that City Council adopt Resolution #13-06-104 adopting Findings of Fact #0915 relating to the applicant's request for a Conditional Use Permit.

Further discussion

Commissioner Brauer suggested the findings of fact note that the applicant would be storing 200 to 300 square feet of medical equipment that would be stored in the proposed accessory structure.

Commissioner Field suggested this language not be added. The Commission agreed.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Field, Bauer, Brauer, Maul, Nossen, and VanScoy. Voting No: None. Absent: None.

Motion by Commissioner Bauer, seconded by Commissioner Maul, to recommend that City Council adopt Resolution #13-06-105 approving a Conditional Use Permit for an overage in

DRAFT

allowable accessory structure square footage based on Findings of Fact #0915 and contingent upon compliance with the Staff Report dated May 31, 2013.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Bauer, Maul, Brauer, Field, Nossen, and VanScoy. Voting No: None. Absent: None.

DRAFT

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

RESOLUTION #13-06-104

A RESOLUTION ADOPTING FINDINGS OF FACT #0915 RELATING TO A REQUEST FOR A CONDITIONAL USE PERMIT FROM MICHAEL AND DIANE DAHLBERG TO EXCEED THE MAXIMUM ALLOWABLE SQUARE FOOTAGE FOR DETACHED ACCESSORY BUILDINGS AT 9321 169TH AVE NW.

WHEREAS, Michael and Diane Dahlberg, hereinafter referred to as the "Applicant", have properly applied for a Conditional Use Permit to exceed the maximum allowable square footage for detached accessory buildings on the property generally known as 9321 169th Ave NW and legally described as follows:

> That part of the South 233.01 feet of the North 2266.01 feet of the East half of the Northwest Quarter of Section 7, Township 32, Range 25 in Anoka County, Minnesota lying West of the East 799.01 feet of said East half of the Northwest Quarter as measured along the East and North lines of said East half of the Northwest Quarter (subject to easement for road purposes over the East 33 feet thereof and over the South 33 Feet thereof) (subject to easement for road and utilities to Ramsey Township)
>
> ("Subject Property")

NOW THEREFORE, BE IT RESOLVED BY THIS CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA that the findings of fact relating to the request are determined to be as follows:

1. That the Applicant appeared before the Planning Commission for a public hearing pursuant to Section 117-51 of the Ramsey City Code on June 6, 2013, and that said public hearing was properly advertised and that the minutes of said public hearing are hereby incorporated by reference.

2. That the Subject Property is zoned R-1 Residential (Rural Developing) and the surrounding properties are also zoned R-1 Residential (Rural Developing).

3. That the Subject Property is approximately 2.21 acres in size.

4. That City Code restricts accessory building space to a total of 2,400 square feet for parcels between 2.0 and 2.49 acres.

5. That the Applicant would like to construct a 3,072 square foot detached building, which would exceed the square footage restriction by a total of 672 square feet.

6. That the accessory building will be used to store vehicles, equipment, a handicap accessible van and special needs medical equipment, some of which is currently stored outside on the property.

7. That the mean gable height of the building is restricted to a maximum of twenty-two (22) feet.

8. That the building will have g-rib steel siding, wainscoting on all four sides, and architectural features including soffit, fascia, and eave overhangs.

9. That the building will have three (3) overhead doors and each overhead door will have a drive-lane providing access to it either from an existing driveway or connecting to an existing driveway.

10. That the Applicant has stated that no part of the building will be used for commercial purposes.

11. That the proposed use will not be unduly dangerous or otherwise detrimental to persons residing or working in the vicinity of the use or to the public welfare.

12. That the proposed use will not substantially adversely impair the use, enjoyment, or market value of surrounding property.

13. That the proposed use will not be hazardous or disturbing to existing or future neighboring uses.

14. That the proposed use will not adversely impact traffic in the area.

15. That the proposed use will not create excessive additional requirements at public cost for public facilities and services, and it will not be detrimental to the economic welfare of the community.

16. That the proposed use will not involve activities and uses that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors.

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 25th day of June, 2013.

_____

Mayor

ATTEST:

_____

City Clerk

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

RESOLUTION #13-06-105

A RESOLUTION APPROVING THE ISSUANCE OF A CONDITIONAL USE PERMIT TO EXCEED DETACHED ACCESSORY BUILDING SQUARE FOOTAGE RESTRICTIONS AT 9321 169TH AVE NW BASED ON FINDINGS OF FACT #0915 AND DECLARING TERMS OF SAME:

WHEREAS, Michael and Diane Dahlberg (the "Permittee") have properly applied for a conditional use permit to exceed the detached accessory building square footage restrictions established in City Code Section 117-349 "Accessory Uses and Buildings" on the property generally known as 9321 169th Ave NW and legally described as follows:

> That part of the South 233.01 feet of the North 2266.01 feet of the East half of the Northwest Quarter of Section 7, Township 32, Range 25 in Anoka County, Minnesota lying West of the East 799.01 feet of said East half of the Northwest Quarter as measured along the East and North lines of said East half of the Northwest Quarter (subject to easement for road purposes over the East 33 feet thereof and over the South 33 Feet thereof) (subject to easement for road and utilities to Ramsey Township)
>
> (the "Subject Property")

WHEREAS, the Planning Commission met on June 6, 2013, conducted the public hearing and recommended City Council approve the request.

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

1. Based on Findings of Fact #0915, a Conditional Use Permit (the "Permit") to exceed the detached accessory building square footage restriction for the **Subject Property** is hereby granted to the **Permittee**.

2. That the detached accessory building shall not exceed 3,072 square feet.

3. That the mean gable height of the new accessory building shall not exceed twenty-two (22) feet.

4. That the new accessory building shall be limited to a single story.

5. That the construction of the detached accessory building on the **Subject Property** shall require issuance of a Building Permit from the City of Ramsey.

6. That the accessory building shall be properly constructed and maintained in accordance with all applicable MN State Building Codes and local zoning regulations.

7. That the **Permittee** herein agrees that no business use will be operated in the detached accessory building unless such use is permitted in accordance with the City Code.

8. That the detached accessory building shall include architectural features including soffit, fascia and eave overhangs as required by City Code.

9. That the two existing detached accessory buildings shall be removed prior to construction of the new detached accessory building.

10. That all overhead doors shall have a drive-lane connecting to the driveway or be directly connected with the driveway and that the minimum driveway/drive-lane surface permitted is class V gravel with at least a two (2) inch base.

11. That the **Subject Property** shall not have more than two (2) driveway accesses to the public street.

12. That this **Permit** shall be perpetual in duration as long as the terms are herein complied with.

13. That the **Permittee** shall be responsible for all City costs incurred in administering and enforcing this **Permit**.

14. That the City Administrator, or his/her designee, shall have the right to inspect the premises for compliance and safety purposes annually or at any time, upon reasonable request.

15. That this **Permit** shall automatically expire if the use is not initiated by June 25, 2014 and issuance of the building permit shall constitute initiation.

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 25th day of June, 2013.

Michael and Diane Dahlberg hereby acknowledge receipt of this permit and that they have reviewed the conditions of this permit and have agreed that they will comply with the terms of this permit.

Michael Dahlberg

Diane Dahlberg

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

On this _____ day of _____, 2013, before me, a Notary Public, personally appeared Michael and Diane Dahlberg, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

CITY OF RAMSEY:

By:_____
Mayor

By:_____
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, 2013, before me a Notary Public personally appeared Sarah Strommen and Jo Ann M. Thieling, to me personally known, who, being each by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said Municipal corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council, and said Sarah Strommen and Jo Ann M. Thieling acknowledge said instrument to be the free act and deed of said Municipal Corporation.

Notary Public

This document drafted by:
The City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

This document reviewed by:
Randall, Goodrich and Haag
2140 Fourth Avenue
Anoka, Mn 55303

CC Regular Session **4. 16.**

Meeting Date: 06/25/2013

By: Tim Gladhill, Community Development

Information

Title:

Adopt Resolutions #13-06-087 and #13-06-088 Approving Request for Conditional Use Permit to Maintain Two Horses on 2.50 Acres Located at 8010 176th Ln NW; Case of Linda Eidem

Background:

The City has received a request for a Conditional Use Permit to maintain two (2) horses at 8010 176th Ln NW. The Property is approximately 2.50 acres and is owned by Linda M Eidem and Scott A Boline.

City Code Section 10-24 allows horses to be maintained on parcels between 1.50 acres and 2.99 acres in size as a conditional use. As long as the Owner can abide by the terms of the ordinance and Conditional Use Permit, the City may grant approval as requested. The request would be consistent with uses allowed by City Code.

Notification:

Staff attempted to notify all Property Owners within 350 feet of the Public Hearing. A Public Notice will be advertised in the Official City Newsletter.

Observations:

The Applicant has provided the City with background and sketch plan of the proposed use. The Applicant has provided a majority of the required detail as requested by Staff. Prior to final execution of documents, the Applicant shall provide the City with a revised Sketch Plan that adds the following details required by City Code to the plan sheet (note: most of these details were already provided on the plan sheet or under separate cover):

1. Name and Address of Owner
2. Legal Description of Property (Lot 6, Block 4, DEERWOOD)
3. Number of Horses
4. Location of all buildings
5. Location of fenced area
6. Location and distance of structures on adjoining lots
7. Area for manure storage and disposal

The Sketch indicates a lean-to structure. Evidence of this structure is verified by aerial photography. Staff has not been able to determine if a permit was necessary or secured for construction of this structure. The Applicant should provide evidence of past approval, or measurements indicating that the structure is less than 120 square feet. Based on the assumed age of the structure, if the structure is less than 120 square feet, a Zoning Permit was not likely required at the time of construction.

The use came to the City's attention through a City Code Violation Complaint. The Applicant is currently maintaining horses on the Property without the necessary Conditional Use Permit. With the proper CUP approval, Staff does not object to the proposed use, nor see a reason to deny the request. There is one (1) known objection to the proposed use, which concern may be mitigated with the proper approval. The Applicant submitted a number of letters of support.

Alternatives:

Alternative #1. Approve the request as presented. This is Staff's preferred option. A Conditional Use is essentially a Permitted Use if the Applicant is able to prove the proposed use is compatible with the surrounding area and is able to be sustained on the Property. The Conditional Use Permit process allows the City to impose reasonable

conditions to mitigate potential concerns with the use. This process provides a tool for the City to allow a use that may not be able to be approved administratively without the ability to review on a case-by-case basis for site specific conditions. The Conditional Use Permit also provides the City a greater degree of enforcement.

Alternative #2. Approve the request with amendments. The City Council does have the ability to attach additional reasonable conditions to the request if specific concerns are raised. In this instance, Staff does not believe additional requirements are necessary above what is already included in the draft permit.

Alternative #3. Deny the request. Staff does not recommend this option at this time. Staff has not observed conditions that would prevent the Applicant from complying with regulations once a permit is issued. Staff does not believe there is just cause at this time to deny the request.

The Planning Commission conducted a Public Hearing on June 6, 2013. There were verbal comments received from a neighbor supporting the request for a Conditional Use Permit.

Recommendation:

The Planning Commission recommends approval of the request. Furthermore, the Planning Commission directed Staff to look at alternative fee structures for processing Conditional Use Permits. Staff will forward alternatives and options at a future date.

Funding Source:

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

Council Action:

Motion to adopt Resolution #13-06-087 adopting Findings of Fact #0912 related to the request for a Conditional Use Permit.

-AND-

Motion to adopt Resolution #13-06-088 granting approval of the Conditional Use Permit to Linda Eidem.

-OR-

Motion to deny the request for a Conditional Use Permit, based on Findings of Fact #0912.

Attachments

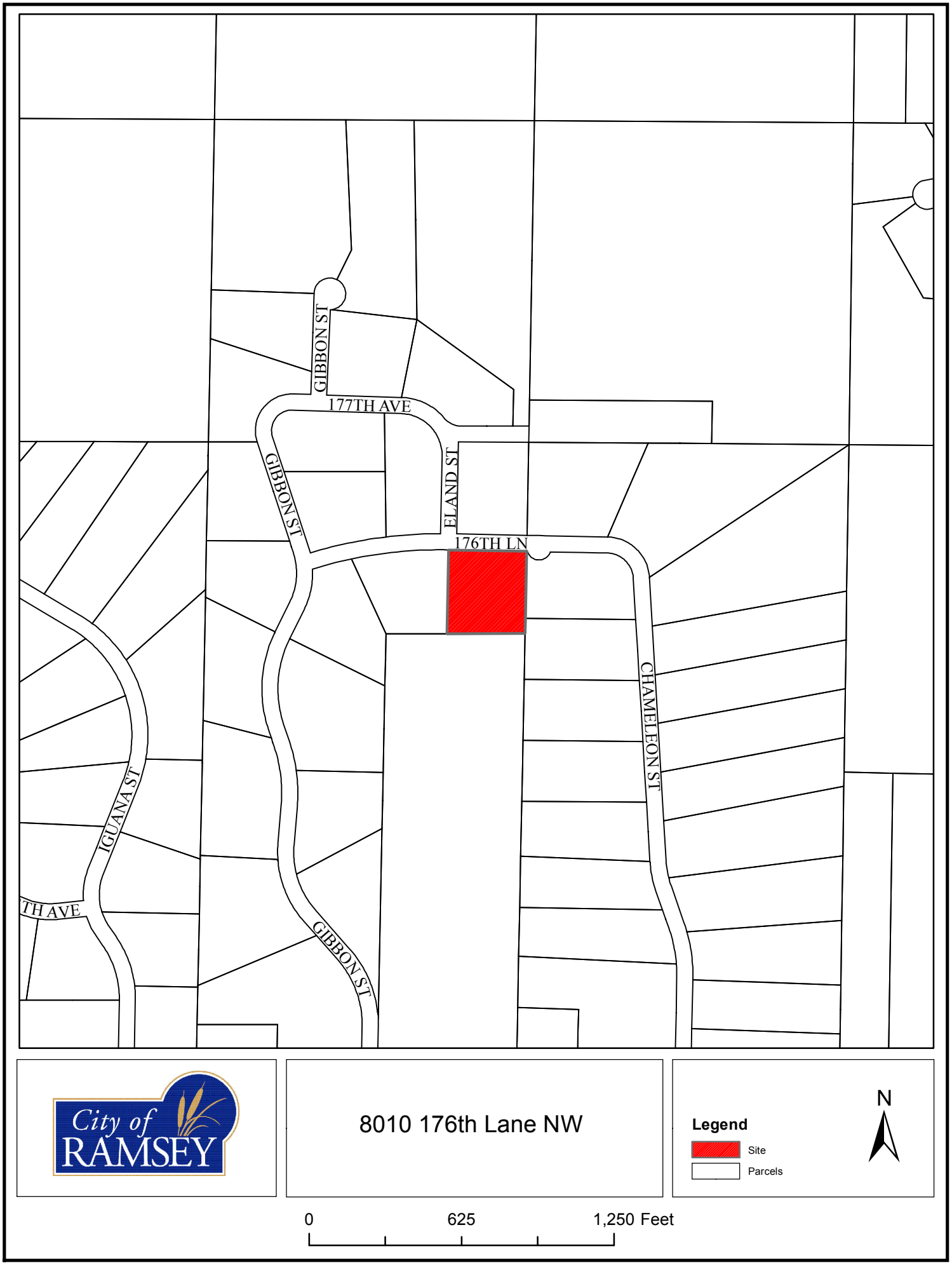
Site Location Map
Application Materials
DRAFT Planning Commission Minutes dated June 6, 2013
Proposed Findings of Fact
Proposed Conditional Use Permit

Form Review

Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	06/19/2013 11:13 AM
Kurt Ulrich	Kurt Ulrich	06/19/2013 03:10 PM

Form Started By: Tim Gladhill Started On: 06/17/2013 08:38 AM

Final Approval Date: 06/19/2013


GIBBON ST
177TH AVE
GIBBON ST
ELAND ST
176TH LN
CHAMELEON ST
IGUANA ST
TH AVE
GIBBON ST
City of RAMSEY
8010 176th Lane NW
Legend
Site
Parcels
N
0
625
1,250 Feet

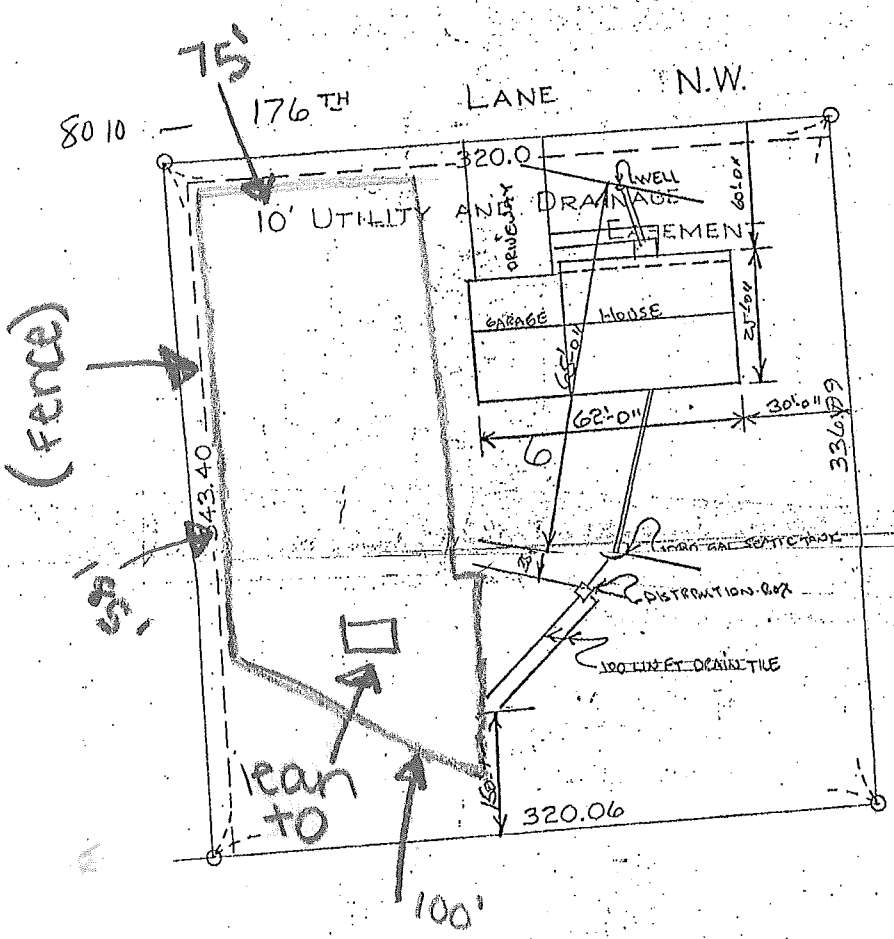
N.C. HOIUM AND ASSOCIATES, INC.

10130 CENTRAL AVE. N.E. (Hwy. 65)—BLAINE, MINNESOTA 55434
712 SOUTH MAIN ST. — CAMBRIDGE, MINNESOTA 55008

CIVIL ENGINEERS
LAND SURVEYORS
Telephone
784-5480
689-4798

CERTIFICATE OF SURVEY: CAR-SON LAND DEVELOPMENT

#791





SCALE: 1" = 60'
4203
⊙ DENOTES IRON

LEGAL DESCRIPTION:

Lot 6, Block 4, Deerwood, Anoka County, Minnesota.

8010 176th LANE NW.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

W. C. Hoium

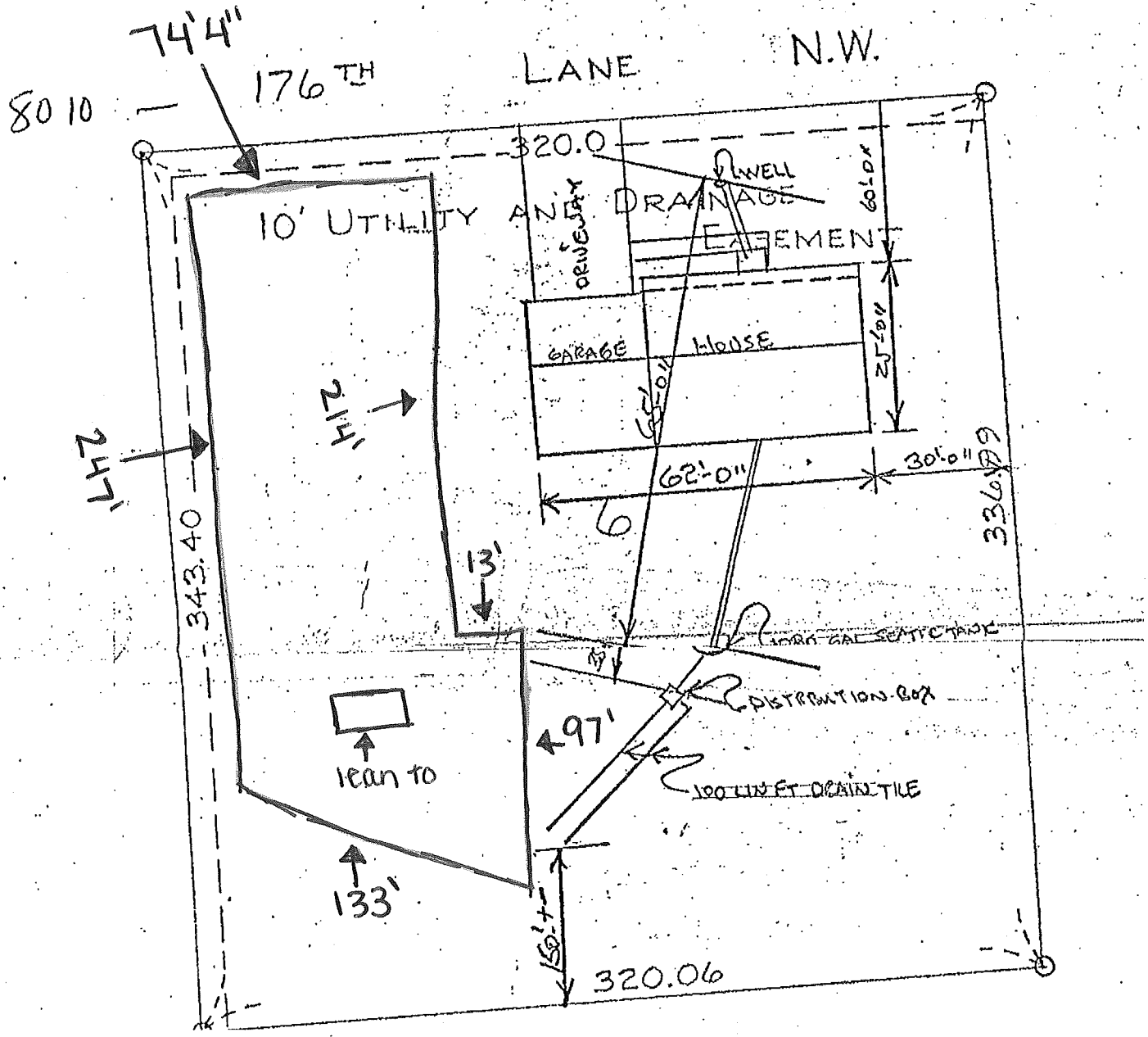
Date 7/16/74 Reg. No. 4427

N.C. HOIUM AND ASSOCIATES, INC.

10130 CENTRAL AVE. N.E. (Hwy. 65)—BLAINE, MINNESOTA 55434
712 SOUTH MAIN ST. — CAMBRIDGE, MINNESOTA 55008

CERTIFICATE OF SURVEY: CAR-SON LAND DEVELOPMEN

#791





The person that allows us to throw the horse poop in the feild behind us is Chad Martinson

612-860-6409

5/5/13



Chuck & Don's
PET FOOD OUTLET
ChuckandDons.com



TO WHOM IT MAY CONCERN

THIS IS IN REGARDS TO THE HORSES THAT LIVE AT 8010 176TH LN NW

I STRONGLY BELIVE THAT THEY SHOULD REMAIN WHER THEY ARE AT.
THEY ARE WELL TAKEN CARE OF AND ARE RIDDEN ALMOST DAILEY ALSO MY GRANDKIDS LIKE TO SEE THEM WHEN WE GO FOR WALKS
THANK YOU

TERRY GROTBERG
17720 GIBSON ST

To Whom it May Concern,

We, the neighbors of Linda M. Eidem have neither concerns nor feelings of discontent concerning the horses inhabiting the property of 8010 176th Lane NW Ramsey MN 55303.

Signature	Address	Date
Jeremy Feigum	17660 Gibbon St. NW	4/16/13
Thomas Kelly	17330 Chameleon St. NW	5/5/13
Mona Kelly	17330 Chameleon St NW	5/5/13
Curtis K. Markeson	17611 Chameleon St NW	5/5/13

From:
Doug and J.Tally Pries
17511 Gibbon St. N.W.
Ramsey, MN 55303

4/22/2013

To:
City Counsel –City of Ramsey

RE: Linda Eidem Petition to Maintain Horses on their Property

When we moved to our residence 28 years ago in 1985 there were more horses than people in the City of Ramsey per capita. We moved to our development with the express interest of owning horses and were welcomed by our horse neighbors. Horses have been a rich part of our life and we do not want to see our existence change. Let the horses stay for all of us.

It appears to us to be trivial whether or not Linda has 2.5 or 3 acres of land. We have lived here long enough to see how the City Counsel has bent rules for their special friend constituents. We should be left alone to live life as we have always known it and not pander to the complaints of a new comer that wants to change the fabric of our existence.

We have viewed these horses on frequent occasions and they are well-fed, groomed and exercised regularly. I need to ask – is this requirement about the rights of a home-owner to restrict the rights of another or about the well-being of the horse? In our opinion these horses are very well cared for and no-one else should interfere.

The complaining new-comer should assimilate to our ways or go back to where they came from as they do not fit in and we do not want them here.

Sincerely,

Douglas and Judy Tally Pries

My name is Joseph D. Pries & have lived at 17511 Gibbon Street in Ramsey for most of my life. Linda Eidem's horses do not pose a problem nor disturb the neighborhood. Unlike certain neighbors' dogs running loose or being loud & obnoxious & other neighbors partying too loud, Linda's horses are quiet & every time I walk by there her enclosed horse area appears clean & has not dragged out any odor to the street. My long-time neighbors directly across the street Lawrence & Sherry Thole have had multiple horses over the years & they have never bothered us one bit. There were times where they housed 3 horses just like Linda & they never disturbed us in around the 15 years they had multiples. They were kind of cool to meet at the fence and pet & feed grass. Scott & Linda have been responsible neighbors with their pets & I feel they shouldn't have to lose a horse because of some ordinance. Especially since they've had multiple horses for years & haven't posed a problem. Any questions or concerns you can contact me on my cell at 763-226-6093 during late afternoons, evenings or weekends.

Joseph D. Pries

April 25, 2013

To Whom It May Concern:

Recently, Linda Eidem asked me to write a letter to you concerning her horses. My property directly adjoins her property right next to the paddock area where she keeps her horses. During that time we have observed how well she cares for her horses and their paddock area. Only very seldom do we detect any kind of manure smell at all. In fact, I often use some of the manure for my plants and garden!

My wife and I enjoy seeing and hearing her horses on a daily basis. We have no problem whatsoever in her keeping horses on her property.

Please feel free to call us if you desire any more information.

Mike Rishavy Pat Rishavy

Mike and Pat Rishavy
8060 176th Lane N.W.
Ramsey, MN 55303
(763) 441-6581

Outlook | New | Reply | Delete | Archive | Junk | Sweep

Searc

Fold

Inbox 17

Junk 12

Drafts 1

Sent

Deleted

Save

New folder

Quick

Document s

Flagged

Photos

Shipping updates

New category

Horses on your property.

Kristen Tholen



Kristen Tholen (kristent1023@comcast.net) 12:40 PM

To: Eidem, Linda

View contact

Good Afternoon,

I am writing this letter to Linda Eidem about the horses that she has on her property. We are neighbors of Linda. We love watching the horses, spending time with them, and have no problem with them being located at the property. They are always very well taken care of and they are always out with them and spending time with them. We would be very sad if the horses couldn't be at Linda's anymore. Our children talk to them daily at the bus stop and they interact with them. We see a lot of people stopping over to say hi to the horses and giving them treats. Theses horses have became a part of the neighborhood and shouldn't have to be moved or taken away. They are very well taken care of and have the BEST owners.

Sincerely,

John & Kristen Tholen

7959 177th Ave NW

Ramsey, MN 55303

Content from

Learn more | Turn off

Outlook | New | Reply | Delete | Archive | Junk | Sweep

Searc

Fold

Inbox 16

Junk 12

Drafts 1

Sent

Deleted

Save

New folder

Quick

Document s

Flagged

Photos

Shipping updates

New category

HORSES

Richard Mccoy (papaweasel@comcast.net) Add to contacts 12:22 PM

To: ANIMALHOUSE8010@HOTMAIL.COM

TO WHOM IT MAY CONCERN LINDA'S HORSES DO NOT BOTHER ME AS A MATTER OF FACT THEY HELP ME WITH MY LAWN TRIMMINGS I BAG THE GRASS BRING IT TO THEM IN THE 40 YEARS I HAVE LIVED AT 8111 176 LANE WE DO NOT SEEM TO HAVE ANY EXTRA INSECT PROBLEM CAUSED BY THE HORSES . WHEN I WALK BY IN THE MORNING THE HORSES COME TO GREET ME AND MAKE MY WALK MORE ENJOYABLE THANKS FOR YOUR CONCERN RICHARD MCCOY 763 441 1278

Richard Mccoy

Richard Mccoy

Sign up

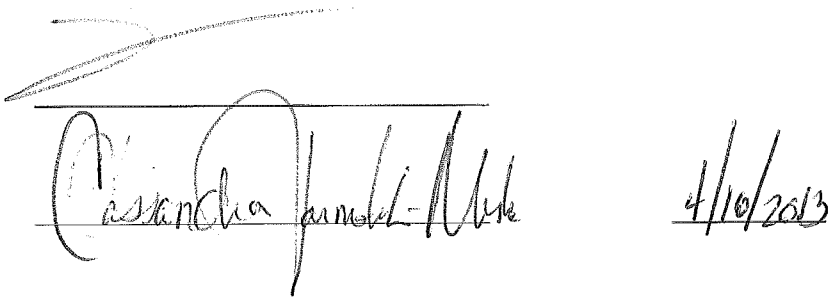
Already on Facebook?

Content from

Learn more | Turn off

To Whom it May Concern,

We , Cassandra Jarmoluk-Miske and Frank A. Miske IV, from the residence of 17421 Gibbon St NW Ramsey MN, 55303; have no concerns nor feelings of discontent concerning the horses inhabiting the property of Linda M. Eidem from the residence 8010 176th Lane NW Ramsey MN 55303.



4/10/2013

Outlook | New | Reply | Delete | Archive | Junk | Move to

Searc

Horse

Fold

Inbox

Junk 4

Drafts 1

Sent

Deleted 4

Save

New folder

Quick

Document

s

Flagged

Photos

Shipping

updates

New

category

Mike Froistad (mikefroistad@yahoo.com) Add to contacts 6:30 PM

To: animalhouse8010@hotmail.com

Parts of this message have been blocked for your safety.

Show content | I trust mikefroistad@yahoo.com. Always show content.

My name is Mike I live at 8061 177th ave NW Ramsey MN. I have no issue with Horses living in the neighborhood. If you need anything else let me

Sent from my iPhone

Mike Froistad

This content has been blocked for your safety.

Content from

Learn more | Turn off

To Whom it may concern.

My name is Vicki Arndt.
We live at 17631 Chameleon St. Our home is across the street from Linda Eidem. She has horses and we love hearing the horse and they are so fun to watch. My grandkids love visiting them.
We love have them as neighbors.

Vicki Arndt
4-16-13

Donald Olson
17561 Gibbon St. NW
Ramsey, MN 55303
April 16, 2013

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

To Whom it May Concern:

After speaking to one of my neighbors on April 16, 2013 I found that a fellow neighbor reported to the city that Linda Eidem had horses. I understand that there are regulations that prohibit horses in Ramsey. I am unaware of the current regulations but understand that there was a complaint made. Unlike the neighbor who has made this an issue I feel that she has properly cared for her horses and her yard. I have no complaint about the horses I actually enjoy hearing them whinny. I definitely do not have any issue with the horses.

Sincerely,

Donald Olson

April 17, 2013

To City of Ramsey.
Regarding issue with horses

I Ron Foss residing at 17540 Crooked St. N.W. Ramsey MN. am writing this note to say that I do not nor have never had an issue with the horses of Linda Eidem and Mickey residing at 8010-176th Lane NW Ramsey, MN. 55303.
Also I have never heard of any complaints directed at them.

Sincerely
Ron Foss

Outlook New Reply Delete Archive Junk Sweep

Searc

Fold

Inbox 2

Junk 20

Drafts

Sent

Deleted 4

Save

New folder

Quick

Document

s

Flagged

Photos

Shipping

updates

New

category

Re: Neighbors Horses



Lawrence Thole (lawthole@q.com) Add to contacts 4/18/13

To: Linda Eidem

To the City of Ramsey;

I have no concerns about my neighbor(Linda Eidem and her daughter) keeping horses on their property. The horses are healthy and well kept. The property is kept up and the fences are in good condition to keep the horses contained.

Lawrence & Sherrie Thole
17440 Gibbon St. NW
Ramsey, MN 55303
Phone: 763 441-6109

From: "Linda Eidem" <animalhouse8010@hotmail.com>
To: "Lawthole@q.com" <lawthole@q.com>
Sent: Thursday, April 18, 2013 8:31:14 AM
Subject: Neighbors Horses

Hi Butch It's your neighbor Linda, Asking you if you could send me a short note letting the city know that you have No concerns about my Daughter and i having a horse or horses on our property. Along with your address Name and date. Thank-you

Linda

Lawrence Thole



Lawrence Thole

Sign up

Already on Facebook?

Content from

Learn more | Turn off

5.01: Public Hearing: Consider Request for Conditional Use Permit to Maintain Two Horses on 2.50 Acres Located at 8010 176th Lane NW; Case of Linda Eidem

Public Hearing

Chairperson Levine called the public hearing to order at 7:03 p.m.

Presentation

Development Services Manager Gladhill presented the staff report noting the City received a request for a Conditional Use Permit to maintain two (2) horses at 8010 176th Lane NW. City Code allows horses to be maintained on parcels between 1.5 acres and 2.99 acres in size as a conditional use. Staff reviewed the site plan in detail with the Commission. He explained that as long as the owner can abide by the terms of the ordinance and the Conditional Use Permit, the City may grant approval as requested in the amended Resolution.

Citizen Input

Vicky Orcott, 17631 Carnelian Street, did not object to the horses. She recommended the Commission approve the request.

Scott Moline and Linda Eidem, 8010 176th Lane NW, thanked the Commission for considering their request this evening. Mr. Moline stated he lives and works in Ramsey. He indicated his daughter worked with horses. Ms. Eidem expressed concern with her adjacent neighbors and the trash in their yard stating the issue with their neighbors led to the Conditional Use Permit request.

Commissioner Field was pleased that one neighbor was her voicing support this evening. He encouraged the applicants to move forward and work through the issues with their neighbor.

Commissioner Brauer questioned how long the horses have been on this property.

Ms. Eidem estimated the horses have been on the property for the past six years. She stated the second horse was for her daughter and the permit would allow for training in the future.

Commissioner Bauer asked how many horses could reside on the property full-time.

Development Services Manager Gladhill commented a lot this size would allow for two horses.

Commissioner Brauer inquired if the code would allow for temporary housing of horses to allow for their daughter to provide training.

Development Services Manager Gladhill stated the code was silent on this as it states two horses were allowed on parcels 2.5 acres in size.

Commissioner VanScoy interpreted the horses coming to the property for training to be transients and would be allowed short term on the property.

DRAFT

Motion by Commissioner Bauer, seconded by Commissioner VanScoy, to close the public hearing.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Bauer, VanScoy, Brauer, Field, Maul, and Nossen. Voting No: None. Absent: None.

Chairperson Levine closed the public hearing closed at 7:23 p.m.

Commission Business

Motion by Commissioner Bauer, seconded by Commissioner Brauer, to recommend that City Council adopt Resolution #13-06-087 adopting Findings of Fact #0912 related to the request for a Conditional Use Permit.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Bauer, Brauer, Field, Maul, Nossen, and VanScoy. Voting No: None. Absent: None.

Motion by Commissioner VanScoy, seconded by Commissioner Bauer, to recommend that City Council adopt the amended Resolution #13-06-033 granting approval of the Conditional Use Permit for Linda Eidem.

Further discussion

Commissioner Field requested clarification on the motion.

Commissioner VanScoy indicated his motion was to approve the amended draft Resolution.

Commissioner Brauer suggested the Resolution state the applicant shall cleanup all manure on City streets from their horses.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners VanScoy, Bauer, Brauer, Field, Maul, and Nossen. Voting No: None. Absent: None.

DRAFT

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

RESOLUTION #13-06-087

A RESOLUTION ADOPTING FINDING OF FACT #0912 RELATING TO A REQUEST FROM LINDA EIDEM FOR A CONDITIONAL USE PERMIT TO MAINTAIN TWO HORSES ON PROPERTY THAT CONTAINS 2.5 ACRES OF LAND.

WHEREAS, the City of Ramsey received an application from Linda Eidem for a conditional use permit to maintain two (2) horses on 2.5-acres of land on the property generally known as 8010 176th Ln NW and legally described as follows:

> Lot 6, Block 4, DEERWOOD, subject to easement of record, Anoka County, Minnesota
>
> (the "Subject Property").

NOW THEREFORE, BE IT RESOLVED BY THIS CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA that the findings of fact relating to the request are determined to be as follows:

1. That on May 6, 2013, Linda Eidem, hereinafter referred to as the "Applicant", properly applied for a conditional use permit to maintain two (2) horses on the Subject Property.

2. That the Subject Property is approximately 2.50 acres in size and is located within the R-1 Residential (Rural Developing) District.

3. That the Subject Property and surrounding parcels are zoned R-1 Residential (Rural Developing).

4. That maintaining of horses is subject to City Code Section 10-24 (Horses) (the “Code”).

5. The Code allows two horses on the Subject Property as a conditional use.

6. That the Applicant proposes to maintain the two (2) horses on the Subject Property as indicated on Exhibit A, attached hereto (the “Sketch”).

7. That the Sketch indicates an area enclosed by fence measuring approximately seventy-five (75) feet by 185 feet (13,875 square feet or 0.31 acres).

8. That the Applicant shall be required to maintain the two (2) horses in accordance with City Code Chapter 10.

9. That the Applicants appeared before the Ramsey Planning Commission for a public hearing pursuant to Section 117-51 of the City Code on June 6, 2013, and that said public hearing

DRAFT

was properly advertised and that the minutes of said public hearing are hereby incorporated as a part of these findings by reference.

10. That the proposed use will not adversely impact traffic in the area.

11. That the proposed use will not be unduly dangerous or otherwise detrimental to persons residing or working in the vicinity of the use or to the public welfare.

12. That the proposed use will not substantially adversely impair the use, enjoyment, or market value of any surrounding property.

13. That the proposed use will not be hazardous to existing or future neighboring uses.

14. That the proposed use will be served adequately by public facilities and services such as highways and streets.

15. That the proposed use will not create excessive additional requirements at public cost for public facilities and services,

16. That the proposed use will not be detrimental to the economic welfare of the community.

17. That the proposed use will not involve activities and uses that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors.

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 25th day of June, 2013.

DRAFT

_____
Mayor

ATTEST:

_____
City Administrator

DRAFT

Exhibit A
Site Plan

6-4

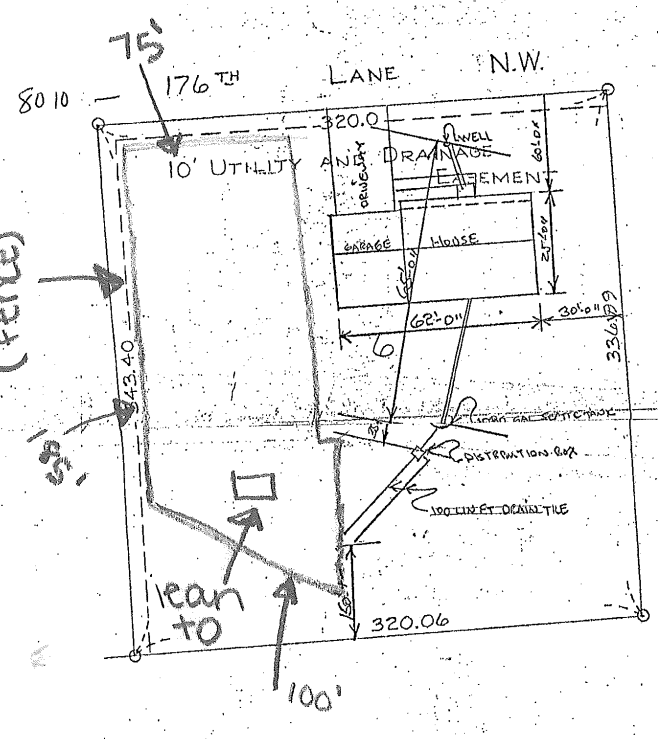
N.C. HOIUM AND ASSOCIATES, INC.

10130 CENTRAL AVE. N.E. (Hwy. 65)—BLAINE, MINNESOTA 55434
712 SOUTH MAIN ST. — CAMBRIDGE, MINNESOTA 55008

CIVIL ENGINEERS
LAND SURVEYORS
Telephone
784-5480
689-4798

CERTIFICATE OF SURVEY: CAR-SON LAND DEVELOPMENT

#791



SCALE: 1"= 60'
4203
-⊙ DENOTES IRON

LEGAL DESCRIPTION:

Lot 6, Block 4, Deerwood, Anoka County, Minnesota.

8010 176th LANE NW.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

N. C. Hoium

Date 7/16/74 Reg. No. 4427

Resolution #13-06-087

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

RESOLUTION #13-06-088

A RESOLUTION APPROVING THE ISSUANCE OF A CONDITIONAL USE PERMIT BASED ON FINDINGS OF FACT #0912 AND DECLARING TERMS OF PERMIT TO MAINTAIN TWO HORSES ON PROPERTY THAT CONTAINS 2.5-ACRES OF LAND.

WHEREAS, the Ramsey City Council adopted Resolution #13-06-087 adopting Findings of Fact #0912 to maintain two (2) horses on property that contains 2.5-acres of land and herein approves the Conditional Use Permit subject to the following conditions.

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

On June 25, 2013, a Conditional Use Permit ("Permit") was issued by the City of Ramsey ("CITY") to Linda Eidem ("PERMITTEE") to maintain two (2) horses on 2.50 acres on the property generally known as 8010 176th Ln NW and legally described as follows:

> Lot 6, Block 4, DEERWOOD, subject to easement of record, Anoka County, Minnesota
>
> ("Subject Property").

This Permit is issued pursuant to Section 10-24 of the Ramsey City Code. The conditions of this Permit are as follows:

1. This Permit shall remain in effect so long as the terms contained herein are complied with.

2. This Permit shall allow for the maintenance of a maximum of two (2) horses on the Subject Property.

3. That the **PERMITTEE** agrees to abide by all provisions of City Code Chapter 10 (Animals) and City Code Section 10-24 (Horses) including rodent/insect control, care/maintenance of horses, as well as control, trespass, roadways and impoundment.

4. Upon confirmation of complaints regarding the nuisance of horses the City may take action to abate the nuisance in accordance with City Code Chapter 30 (Nuisances).

5. That upon any conviction of an animal nuisance pursuant to Item #3 herein, the City may also take action to revoke this Permit pursuant to its conditional use permit revocation procedures.

DRAFT

6. That the City Administrator, or his/her designee, shall have the right to inspect the Subject Property for compliance and safety purposes annually or at any time, upon reasonable request.

7. That the **PERMITTEE** shall be responsible for City costs incurred in administering and enforcing this conditional use permit.

8. That the **PERMITTEE** shall be responsible for removing all manure from public streets immediately from each occurrence that is from the PERMITTEE'S horses.

The motion for 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 25th day of June, 2013.

DRAFT

PERMITTEE AND PROPERTY OWNER:

Linda M Eidem, a single person and Scott A Boline, a single person, both joint tenants, hereby acknowledge receipt of this Permit and that they have reviewed the conditions of this Permit and have agreed that they will comply with the terms of this permit.

_____ _____

Linda M Eidem Scott A Boline

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

CITY OF RAMSEY:

By: _____ By: _____

Mayor City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, 2001, before me, a Notary Public, personally appeared Sarah Strommen and Jo Thieling, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Clerk of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said Municipal corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said Sarah Strommen and Jo Thieling acknowledge said instrument to be the free act and deed of said Municipal Corporation.

_____

Notary Public

The document drafted by:
The City of Ramsey
7550 Sunwood Dr. NW
Ramsey, Minnesota

This document reviewed by:
Randall, Goodrich and Haag
2140 Fourth Avenue
Anoka, MN 55303

DRAFT

CC Regular Session **4. 17.**

Meeting Date: 06/25/2013

By: Tim Gladhill, Community Development

Information

Title:

Adopt Resolutions #13-06-102 and #13-06-103 Approving Conditional Use Permit to Operate Motor Vehicle Sales at 7820 Riverdale Drive, Case of Bethel Properties

Background:

The applicant, Bethel Properties LLC, has submitted an application for a Conditional Use Permit (CUP) to operate a small business used car dealer office and shop. The proposal acts as a business incubator where individual dealers are provided office space, storage for records, and up to five (5) car stalls on the lot for vehicle display to operate their own individual business. The building will also include two (2) bases for dealer detailing shops. The applicant is proposing this use in the former Monarch Homes building, located at 7820 Riverdale Drive NW.

The Property is located within the B-2 Highway Business District. Motor Vehicle Sales and Repair is listed as a Conditional Use. Of note, this type of use was previously listed as a Permitted Use prior to 2009, meaning the use would have been approved administratively without special permit or Public Hearing. The use was re-classified as a Conditional Use to provide the City the opportunity to better address enforcement concerns, review each site individually for compatability and adequate size/parking, as well as give surrounding owners an opportunity to review and comment on proposals. It should be noted that a Conditional Use is an acceptable use that the City shall approve unless reasonable conditions cannot be met. The CUP process allows the City to impose reasonable conditions to address concerns that are raised that can be mitigated by additional standards.

Notification:

Staff attempted to notify all Property Owners within 350 feet of the Property. A Public Notice was also published in the Anoka Union, the Official City Newspaper.

Observations:

The applicant is proposing the motor vehicle sales operation in an existing building that had previously been used as office space. The building will include nine (9) offices, each designed with its own exterior entrance. In addition, two bays for vehicle detailing will be provided at the rear of the building within the existing workshop space. While no building expansion is proposed, per the applicant's submittal, modifications to the building would be made, including individual exterior entrances to each office and an overhead door for each of the two (2) proposed bays.

Required parking is based on the proposed use. The use contains 2,200 square feet of office space for the nine (9) proposed individual offices. The zoning ordinance requires one (1) space for each 300 square feet of office area, which equates to seven (7) spaces. The vehicle detailing bays require three (3) spaces for each bay plus one (1) space for each full time employee. The bays can accommodate a total of four (4) vehicles combined. The outdoor auto sales space requires one (1) parking space for each ten (10) vehicles displayed for customer parking. The total parking required for the use is fifteen (15) spaces not including the designated customer parking spaces.

The applicant proposes providing five (5) display vehicles per office for a total of forty-five (45) stalls. The site includes surface parking for forty-four (44) stalls with an additional four (4) stalls within the bays. As the use is not a typical office use with multiple employees but rather a series of individual offices (each with a single user) mainly used for internet car sales, and limited display space, Staff is comfortable combining the required “office” parking space with the proposed display area. If this use were to be converted and returned to an office-only use, the required parking would be available.

Based on the need for designating customer and employee parking, there remains thirty-one (31) stalls available for motor vehicle display. Staff is recommending a condition that sets a maximum of thirty-one (31) vehicles for display at any one time. Additionally, no vehicle display shall be located on the street or within unimproved surface areas.

The property abuts residential zoned parcels (R-1 Residential) to the south. Therefore, as outlined in City Code Section 117-115 (e) (14), screening must be provided between the outdoor display area and the abutting residential property. The application did not indicate any proposed landscaping or fencing.

While not indicated anywhere in the application, Staff is recommending that, if the conditional use permit were approved, there be a condition that no outdoor speakers are used on site and that the motor vehicle detailing portion of the business be limited to the hours of 7:00 AM and 7:00 PM Monday through Saturday.

Alternative #1. Approve the request with specific conditions within the permit to mitigate potential nuisance factors and code violations. Motor vehicle sales is considered a conditional use in the B-2 Highway Business District. A conditional use provides the City the opportunity to place reasonable conditions within a permit to ensure that a use does not become a concern. The proposed permit includes conditions that prohibit the use of outdoor speakers, that require screening for the abutting residential property and limits the number of vehicles displayed on the property based on the existing improved surface area. Furthermore, the subject property is within the vicinity of similar or identical uses (motor vehicle sales). With the applicable conditions, Staff is supportive of the request.

Alternative #2. Deny the request. Should the request be denied, Findings of Fact must be adopting specifically stating the reasons why the request is denied. Potential concerns with the proposed use could include the number of dealers operating out of a single site and parking/displaying of vehicles on unimproved surfaces. With a properly drafted permit, these issues could be mitigated and failure to comply with the conditions of the permit could be grounds for revocation. Staff has not observed conditions that would prevent the Applicant from complying with regulations once a permit is issued. Staff does not believe there is just cause at this time to deny the request.

The Planning Commission held a Public Hearing on June 6, 2013 and there were no verbal or written comments received during the hearing. However, prior to the meeting, Staff did receive a written communication from an individual opposing the request.

Recommendation:

The Planning Commission recommends approving the Conditional Use Permit contingent upon compliance with the Staff Report dated May 31, 2013.

Funding Source:

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

Council Action:

Motion to adopt Resolution #13-06-102 adopting Findings of Fact #0915.

-AND-

Motion to adopt Resolution #13-06-103 approving the Conditional Use Permit for motor vehicle sales contingent upon compliance with the Staff Report dated May 31, 2013.

Attachments

Site Location Map

Applicant's Business Summary

Proposed Interior Layout of Building

Public Comment Received Opposing Conditional Use Permit

Staff Report Dated May 31, 2013

Draft Planning Commission Meeting Minutes Dated June 6, 2013

Proposed Findings of Fact

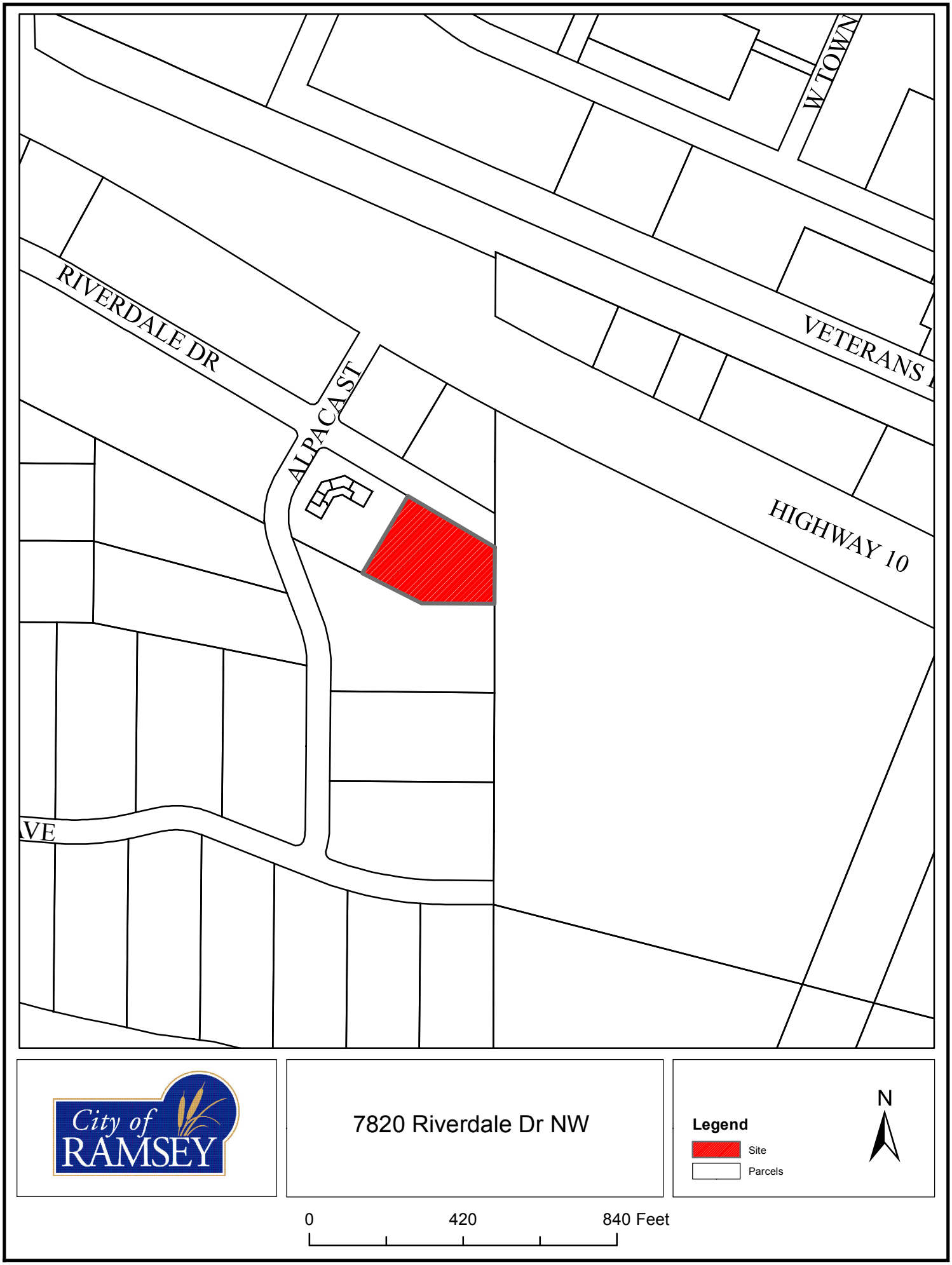
Proposed Conditional Use Permit

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	06/19/2013 03:46 PM
Kurt Ulrich	Kurt Ulrich	06/20/2013 04:32 PM

Form Started By: Tim Gladhill Started On: 06/17/2013 10:53 AM

Final Approval Date: 06/20/2013


W TOWN
RIVERDALE DR
ALPACAST
VETERANS
HIGHWAY 10
AVE
City of RAMSEY
7820 Riverdale Dr NW
Legend
Site
Parcels
N
0
420
840 Feet

Used Car Sales Conditional Use Permit

Incubator for small business

We are interested in purchasing the former Monarch Homes bldg. and lot to add to our already successful business plans implemented in Andover, Ham Lake, Forest Lake and Lake St Croix Beach. We intend to provide small business Used Car Dealer Offices and Shops to meet the current demand.

At the current facilities in Ham Lake we have 7 Dealers, In Forest Lake we have 7 Dealers, Andover we have 5 Dealers and in Lake St Croix Beach we have 5 Dealers pending. We wish to locate in Ramsey to provide a proximity to Dealers that live in the area. Basically we provide and office for storage of records, up to 5 car stalls including their parking, a sales office and proper zoning. The dealers need to get State required $50,000 bond and insurance. The dealers are also required to have minimum of one year lease.

For the 6 of the 7 Dealers in Forest Lake they use total of 2-3 stalls. The Dealers themselves are there one day a week for 4 hours. Of the 7 Dealers in Ham Lake they may use 8-10 car stalls total and they are themselves seldom there. So in conclusion the actual parking the Dealers need is minimal.

We are proposing to provide 7 small Dealer Offices and Two Dealer Shops. For the two that are designated as shops, they will have shop space for two cars each for detailing or minor car repairs and each an office to go with them. This total to 9 potential Dealers.

Since I've been talking to Chris at , he has inquired as to number parking stalls at Ramsey location. It has some old striping in front of bldg. of which most is worn off but near as far as I can figure we have blacktop for 45 cars. The DMV says that parking in bldg. is also allowed so our total would be 49 car stalls. Nine Dealers times 5 each is 45 stalls necessary. But keep in mind at our other sites 80% of needed stalls go unused.

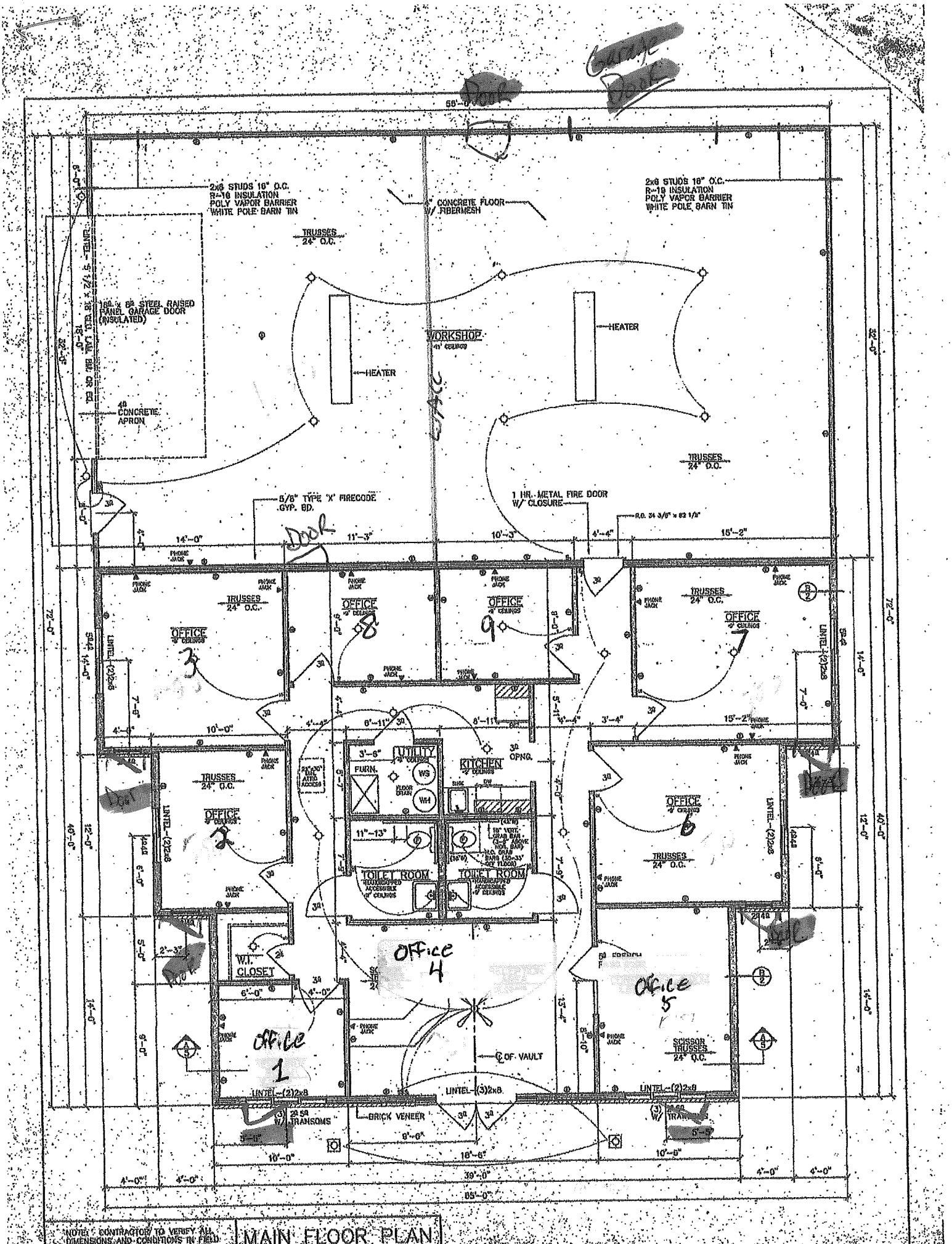
If needed we have plenty of unused space to south that we could black top if it's deemed necessary. From experience though I don't think we need to. The site is totol of 1.6 acres and has plenty of room available. The septic is located on the north side of property and I've been told city sewer and water will soon become available with a hook up charge if we want to use if we need the space septic is on.

Should you have any further question feel free to inquire?

Sincerely,

Bethel Properties LLC

John Buzick, Manager



NOTE: CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS IN FIELD AND BE RESPONSIBLE FOR SAME.

MAIN FLOOR PLAN

Date: May 29th, 2013

To Whom It May Concern:

Let it be known, I do not want an auto repair/sales/detailing shop located two houses down from me. Why have zoning if it doesn't matter? Why consider the applicants' request if he/she knows zoning does not allow this type of business next to a residential area of our community? I have lived here 12+ years, paid taxes based on our property, and expect a certain level of leadership from our city leaders.

Stand firm on the city charter passed in 2001 (14). While I respect businesses and their important role in our community, the location of this type of business should not be dependant on available empty buildings. There is land available in areas zoned for this type of business. Direct this business the area of our city zoned for said use.

Do not allow the conditional use permitt.

Respectfully,

Rodney Decker
14263 Alpaca St. Nw.
Ramsey, Mn 55303

June 21, 2013

Bethel Properties, LLC
Attn: John Buzick
1223 Casa Palermo Circle
Henderson, NV 89011

Re: Conditional Use Permit request

Dear Mr. Buzick:

The City of Ramsey has received your application for a Conditional Use Permit for motor vehicle sales on the property located at 7820 Riverdale Drive NW. As you know, at their June 6, 2013 meeting, the Planning Commission recommended approval of the request contingent upon the following:

- Required amendments as outlined in the attached Staff Report dated May 31, 2013.

Please note: this is only a recommendation that is subject to final review by the City Council. A copy of the Staff Report is attached for your review. The City Council will review the request on **Tuesday, June 25th, at 7:00 p.m.** at the Ramsey Municipal Center in the Council Chambers. You, or a representative of the development, are highly encouraged to attend this meeting. Please contact me at your earliest convenience prior to the meeting to verify if you will be attending.

Please let me know if you have any questions or concerns. I can be reached at (763) 433-9905 or by email at canderson@ci.ramsey.mn.us.

Sincerely,

CITY OF RAMSEY

Chris Anderson
Associate Planner/Environmental Coordinator

Enclosures

CITY OF RAMSEY LAND USE APPLICATION
TECHNICAL REVIEW FILE

DATE	5-31-13	**PROJECT ADDRESS**	7820 RIVERDALE DR NW
PROJECT. TITLE	BETHEL PROPERTIES- CUP FOR USED CAR DEALERSHIP/OFFICE		
ESCROW #	113644		
DEPARTMENT:	Planning		
TECHNICAL REVIEWER:	Name: Tina Goodroad Phone: 651-967-4537 Email: tina.goodroad@stantec.com		

We offer the following comments regarding your request for a conditional use permit.

General: The request is for a Conditional Use Permit (CUP) to operate a small business used car dealer office and shop where individual dealers are provided office space, storage for records, up to five car stalls on the lot for display to operate their own individual business. The building will also include two bases for dealer detailing shops. The applicant is proposing this use in the former Monarch Homes building located at 7820 Riverdale Drive NW.

Zoning: The subject property is zoned B-2 Highway Business District. The intent of this district is to provide for and limit the establishment of motor vehicle oriented or dependent businesses and convenience-type, high intensity commercial and service activities characteristically located along major traffic carriers. The B-2 District allows motor vehicle, implement and recreation equipment sales and services as a conditional use.

Site Plan: The applicant is proposing to use the former Monarch Homes building which has been used as an office building. No building expansion is proposed. The building will include nine (9) offices, each designed with its own exterior entrance. In addition, two (2) bays for vehicle detailing will be provided at the rear of the building within the existing workshop space. *Please provide details of the activities involved with the detailing, such as storage and use of flammable liquids, cleaning of parts, waste oil and any spray finishing operations. Also, please note that a Building Permit will be required for the building modifications.*

The site includes 44 parking stalls located on the north portion of the site abutting Riverdale Drive and wrapping along the east and south sides of the building. The site contains an existing septic and necessary drain field in the west and northwest corner of the property. The undeveloped portion east of the parking lot could be available for future parking area if necessary.

Parking: Required parking is based on the proposed use. The use contains 2,200 square feet of office space for the proposed nine individual offices. The zoning ordinance requires one (1) space for each 300 square feet of office area, equating to seven (7) spaces. The vehicle detailing bays require three (3) spaces for each bay plus one (1) space for each full time employee. The

bays can accommodate a total of four (4) vehicles. The outdoor auto sales space requires one (1) parking space for each ten (10) vehicles displayed for customer parking. The total parking required for the use is fifteen (15) spaces, not including the designated customer parking spaces.

The applicant proposes providing five (5) display vehicles per office, for a total of forty-five (45) stalls. The site includes surface parking for 44 stalls with an additional four stalls within the bays. As the use is not a typical office use with multiple employees but a series of individual offices (with a single user) mainly used for internet car sales, and limited display space, Staff is comfortable combining the required "office" parking space with the proposed display area. If this use were to be converted and returned to an office-only use, the required parking would be available.

As the outdoor vehicle display requires one (1) designated customer parking space for each ten (10) vehicles displayed; a total of four (4) designated customer spaces will be required at the front of the building. This results in forty (40) remaining surface parking spaces. *Please clarify on the site plan four (4) designated customer parking spaces in front of the building.*

As nine (9) offices are proposed with at least one (1) employee per office, a total of nine (9) parking spaces should be designated as employee parking. The remaining thirty-one (31) surface spaces will be available for vehicle display, which results in three (3) per office. The conditional use permit will be conditioned on a maximum of thirty-one (31) vehicles for display/sales. In addition, all required parking and vehicle display parking shall be located within the curbed bituminous parking area. No display parking can be located on the street or within unimproved surface areas. *No display parking can be located on the street or within unimproved surface areas. Please clarify on the site plan nine (9) designated employee parking spaces.*

Landscaping: No existing landscaping plans have been submitted with this application. The ordinance requires that open and outdoor service, sales, display or rental shall be fenced or screened from view of abutting residential districts. This site abuts R-1 Residential (Single Family) to the south, therefore screening shall be provided along the south property line. In addition, as the existing drain field is located at the northwest corner adjacent to existing curbed parking area, Staff recommends some shrubs be planted along the outside of the curb to provide an additional visual barrier to prevent storage of display vehicles on the grass and drain field. *Please provide a landscape plan that includes all existing landscaping and proposed landscaping in the northwest corner and screening along the south property line of the parking lot area to demonstrate compliance with the ordinance. Emphasis shall be placed on evergreen species that will provide year-round screening.*

Access to Individual Office Spaces: A sidewalk must be provided to the exterior door of each individual office. This improvement must be shown on a grading plan subject to review by the Engineering Department. *Please contact the Building Official and Engineering Department for more specific details regarding the required sidewalk.*

Use Related Concerns: As this property abuts residential uses, Staff is recommending a condition that no outdoor speaker devices be used. In addition, any vehicle detailing shall be limited to the detailing bay space and not within designated parking spaces. The detailing portion of the business will be limited to the hours of 7:00 AM and 7:00 PM to prevent any impacts on surrounding neighboring property.

Miscellaneous: Staff has searched the MN Secretary of State's Business & Lien System and find no record of Bethel Properties, LLC. Prior to action by the City Council, the articles of incorporation for Bethel Properties, LLC, as well as proof of certification with Minnesota (or Nevada, based on the address on the application), must be provided to the City.

CITY OF RAMSEY LAND USE APPLICATION
TECHNICAL REVIEW FILE

DATE	5/31/13	**PROJECT ADDRESS**	7820 RIVERDALE DRIVE NW
PROJECT. TITLE	Motor Vehicle Sales Located at 7820 Riverdale Dr NW; Case of Bethel Properties		
ESCROW #	113644		
DEPARTMENT:	Building		
TECHNICAL REVIEWER:	Name: Lee Gladitsch Phone: 763-433-9849 Email: inspectron@ci.ramsey.mn.us		

We offer the following comments regarding your request for an extension to an interim use permit:

General: 1-Please provide details of the activities involved with the minor car repairs. Such as any storage or use of flammable liquids, cleaning of parts, waste oil and any spray finishing operations. 2-certify septic for code compliance in regards to both system maintenance and new use and sizing.

CITY OF RAMSEY LAND USE APPLICATION
TECHNICAL REVIEW FILE

DATE	5/31/13	**PROJECT ADDRESS**	7820 RIVERDALE DRIVE NW
PROJECT. TITLE	BETHEL PROPERTIES		
ESCROW #	113644		
DEPARTMENT:	Fire		
TECHNICAL REVIEWER:	Name: Matt Kohner Phone: 763-433-9832 Email: mkohner@ci.ramsey.mn.us		

We offer the following comments regarding your request for an extension to an interim use permit:

General: Please provide details of the activities involved with the minor car repairs. Such as any storage or use of flammable liquids, cleaning of parts, waste oil and any spray finishing operations.

Motion by Commissioner Bauer, seconded by Commissioner Maul, to recommend that City Council adopt Resolution #13-06-105 approving a Conditional Use Permit for an overage in allowable accessory structure square footage based on Findings of Fact #0915 and contingent upon compliance with the Staff Report dated May 31, 2013.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Bauer, Maul, Brauer, Field, Nossen, and VanScoy. Voting No: None. Absent: None.

5.03: Public Hearing: Condition Request for a Conditional Use Permit for motor vehicle sales located at 7820 Riverdale Drive NW; Case of Bethel Properties, LLC

Public Hearing

Chairperson Levine called the public hearing to order at 7:59 p.m.

Presentation

Development Services Manager Gladhill presented the staff report stating the applicant, Bethel Properties, LLC, has submitted an application for a Conditional Use Permit to operate a small business used car dealer office and shop. The proposal indicates individual dealers would be provided office space, storage for records and up to five (5) car stalls on the lot for vehicle display to operate their own individual business. The property is located within the B-2 Highway Business District and motor vehicle sales and repair was listed as a conditional use. Staff reviewed the site plan in detail with the Commission and recommended approval of the Conditional Use Permit.

Citizen Input

John Buzik, Bethel Properties, stated he had several similar car lots in the metro area and noted the proposed business model allowed for several dealers to begin their own business. He explained there would be nine dealers operating out of this location.

Commissioner Field asked if the vehicle test drives would take place on residential streets or on the highway. He requested the test drives not become a nuisance to the adjacent homeowners.

Mr. Buzik was uncertain, but anticipated the test drives would take place on the highway.

Development Services Manager Gladhill commented this could be added as a condition for approval.

Commissioner VanScoy did not feel this was necessary as it would be difficult to enforce.

Commissioner Nossen requested this car lot be nicely landscaped and screened due to the fact it was along Highway 10.

Mr. Buzik discussed the proposed improvements for the site.

Commissioner Brauer supported the proposed business model.

Commissioner Field noted the hours of operation for detailing. He questioned if major auto repairs would take at this location.

Mr. Buzik stated the site would be used for detailing and cosmetic repairs. He did not object to the proposed detailing hours of operation from staff.

Commissioner VanScoy asked if the applicant had any concerns about the required screening.

Mr. Buzik commented he would work with staff on this issue.

Motion by Commissioner Bauer, seconded by Commissioner VanScoy, to close the public hearing.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Bauer, VanScoy, Brauer, Field, Maul, and Nossen. Voting No: None. Absent: None.

Chairperson Levine closed the public hearing closed at 8:20 p.m.

Commission Business

Motion by Commissioner Bauer, seconded by Commissioner VanScoy, to recommend that City Council adopt Resolution #13-06-102 adopting Findings of Fact #0915.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Bauer, VanScoy, Brauer, Field, Maul, and Nossen. Voting No: None. Absent: None.

Motion by Commissioner Field, seconded by Commissioner Nossen, to recommend that City Council adopt Resolution #13-06-103 approving the Conditional Use Permit for motor vehicle sales contingent upon compliance with the Staff Report dated May 31, 2013.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Field, Nossen, Bauer, Brauer, Maul, and VanScoy. Voting No: None. Absent: None.

5.04: Public Hearing: Consider Request for Site Plan Review and Variance to the Front Yard Setback on the Property Located at 6815 McKinley Street NW; Case of Sharp & Associates LLC

Public Hearing

Chairperson Levine called the public hearing to order at 8:21 p.m.

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

RESOLUTION #13-06-102

A RESOLUTION ADOPTING FINDINGS OF FACT #0914 RELATING TO A REQUEST FROM BETHEL PROPERTIES, LLC TO PERMIT MOTOR VEHICLE SALES IN THE B-2 HIGHWAY BUSINESS DISTRICT AT THE PROPERTY LOCATED AT 7820 RIVERDALE DR NW.

WHEREAS, Bethel Properties, LLC, hereinafter referred to as the "Applicant," has properly applied for a Conditional Use Permit to permit motor vehicle sales in the B-2 Highway Business District on the property generally known as 7820 Riverdale DR NW and legally described as follows:

LOT 2, BLOCK 4, ALPACA ESTATES, Anoka County, Minnesota.

("Subject Property")

NOW THEREFORE, BE IT RESOLVED BY THIS CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA that the findings of fact relating to the request are determined to be as follows:

1. That the Applicant appeared before the Planning Commission for a public hearing pursuant to Section 117-51 of the Ramsey City Code on June 6, 2013, and that said public hearing was properly advertised and that the minutes of said public hearing are hereby incorporated by reference.

2. That the Subject Property is zoned B-2 Highway Business District. Properties to the east, west and north of the Subject Property are also zoned B-2 Highway Business District and the properties to the south are zoned R-1 Residential (MUSA).

3. That the Subject Property is approximately 1.6 acres in size (total).

4. That motor vehicle, implement, and recreation equipment sales and service is identified in City Code as a conditional use in the B-2 Highway Business District.

5. That prior to being identified as a conditional use, motor vehicle, implement, and recreation equipment sales and service were a permitted uses in the B-2 Business District.

6. That on May 8, 2013 the Applicant submitted an application requesting a conditional use permit for motor vehicle sales on the Subject Property.

7. That the Applicant is requesting to use the existing building and bituminous parking lot for nine (9) individual dealer offices, two (2) motor vehicle detailing bays and motor vehicle display.

8. That City Code Section 117-356 outlines the minimum commercial off-street parking requirements. The required spaces are calculated by a combination of: one (1) space for each 300 square feet of office space, one (1) stall for each fulltime employee, three (3) stalls for each enclosed bay, and one (1) stall for each ten (10) motor vehicles displayed on the Subject Property.

9. That City Code Section 117-115 (e) (14) states that open and outdoor serve, sales, display or rental fenced or screened from view of abutting residential districts.

10. That screening shall be provided along the south edge of the parking lot and/or corresponding portion of the southern property boundary.

11. That the proposed use will not be unduly dangerous or otherwise detrimental to persons residing or working in the vicinity of the use or to the public welfare.

12. That the proposed use will not substantially adversely impair the use, enjoyment, or market value of any surrounding property.

13. That the proposed use will not be hazardous or disturbing to existing neighboring uses.

14. That the proposed use will be served adequately by public facilities and services such as highways and streets.

15. That the proposed use will not create excessive additional requirements at public cost for public facilities and services

16. That the proposed use will not be detrimental to the economic welfare of the community.

17. That the proposed use will not involve activities and uses that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors.

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 25th day of June, 2013.

_____
Mayor

ATTEST:

_____

City Clerk

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

RESOLUTION #13-06-103

A RESOLUTION APPROVING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR MOTOR VEHICHLE SALES IN THE B-2 HIGHWAY BUSINESS DISTRICT AND DECLARING TERMS OF SAME.

WHEREAS, Bethel Properties, LLC, hereinafter referred to as the "Permittee" has properly applied for a Conditional Use Permit for motor vehicle sales in the B-2 Highway Business District on the property generally known as 7820 Riverdale DR NW and legally described as follows:

LOT 2, BLOCK 4, ALPACA ESTATES, Anoka County, Minnesota.

("Subject Property")

WHEREAS, the Planning Commission met on June 6, 2103, conducted the public hearing and recommended City Council approve the request.

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

1. That based on Findings of Fact #0914, a Conditional Use Permit (the "Permit") for motor vehicle sales is hereby granted to the **Permittee**.

2. That this **Permit** specifically allows for motor vehicle sales within nine (9) individual offices and motor vehicle detailing service within two (2) bays on the **Subject Property**, based on the site plan and floor plan provided by the applicant on May 22, 2013. Said plans shall not be attached to this **Permit**, but shall be kept in City files.

3. That the **Permittee** must provide an updated site plan indicating location for four (4) designated customer parking spaces and nine (9) designated employee parking spaces.

4. That the **Permit** specifically allows for a maximum of thirty-one (31) motor vehicles to be displayed at any one time. No display, customer or employee parking shall be permitted on any street or on any unimproved surface areas.

5. That the **Permittee** must provide a landscaping plan that includes all existing landscaping and proposed landscaping in the northwest corner and screening along the south edge of the parking lot and/or along the corresponding portion of the southern lot line of the **Subject Property**.

6. That the **Permittee** must comply with the commercial off-street parking requirements as outlined in City Code Section 117-356. The required spaces are calculated by a combination of: one (1) space for each three hundred (300) square feet of offices, one (1)

stall for each fulltime employee, three (3) stalls for each enclosed bay, and one (1) stall for each ten (10) motor vehicles displayed on the Subject Property.

7. That the **Permit** specifically prohibits the use of outdoor speaker devices.

8. That the **Permit** specifically limits the hours of operation of the motor vehicle detailing business to between 7:00 AM and 7:00 PM Monday through Saturday.

9. That the **Permittee** must comply with public nuisance ordinance requirements related to inoperable vehicles and other public nuisances as outline in City Code Chapter 30 on the **Subject Property**.

10. That this **Permit** shall be perpetual in duration as long as the terms are herein complied with.

11. That the **Permittee** shall be responsible for all City costs incurred in administering and enforcing this **Permit**.

12. That the Permittee shall obtain all required permits, including a Building Permit for any modifications to the existing building on the **Subject Property**.

13. That the City Administrator, or his/her designee, shall have the right to inspect the **Subject Property** for compliance and safety purposes annually or at any time, upon reasonable request.

14. That this Permit shall automatically expire if the use is not initiated by June 25, 2014.

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 25th day of June, 2013.

PERMITTEE

Bethel Properties, LLC hereby acknowledges receipt of this Permit and that they have reviewed the conditions of this Permit and have agreed that they will comply with the terms of this Permit.

By:_____ Its:_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, _____, before me, a Notary Public, personally appeared _____, the _____ of Bethel Properties, LLC, a Limited Liability Company (Domestic) under the laws of Nevada, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

PROPERTY OWNER

Brad Fritch hereby acknowledges receipt of this Permit and he has reviewed the conditions of this Permit and have agreed that he will comply with the terms of this Permit.

_____
Brad Fritch

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, _____, before me, a Notary Public, personally appeared Brad Fritch, fee title owner of the Subject Property, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as their free act and deed.

_____
Notary Public

CITY OF RAMSEY

By:_____ By:_____
Mayor City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, _____, before me a Notary Public personally appeared Sarah Strommen and Jo Ann M. Thieling, to me personally known, who, being each by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said Municipal corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council, and

said Sarah Strommen and Jo Ann M. Thieling acknowledge said instrument to be the free act and deed of said Municipal Corporation.

_____

Notary Public

This document drafted by:
The City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

This document reviewed by:
Randall, Goodrich and Haag
2140 Fourth Avenue
Anoka, MN 55303

CC Regular Session **4. 18.**

Meeting Date: 06/25/2013

Submitted For: Kurt Ulrich **By:** Jo Thieling, Administrative Services

Information

Title:

Adopt Resolution #13-06-108 Requesting that Anoka County Housing and redevelopment Authority (ACHRA) Allocate $361,000 of its 2013 Levy Toward the Purchase of the Property at 6701 Highway 10 NW in the City of Ramsey and Resolution #13-06-109 Declaring the City of Ramsey Support of Anoka County and its County-Wide Economic Development Objectives and Activities

Background:

At the HRA meeting of May 14, 2013, the HRA was advised that the owner of 6710 Highway 10 NW had accepted the HRA's offer of $361,000 for the purchase of that property. The HRA had been advised that there are sufficient funds through the Anoka County HRA (ACHRA) if the City designated Anoka County as a development arm of Ramsey. At the June 11, 2013 City Council Work Session, Ms. Karen Skepper, Anoka County Director of Community and Government Relations and Executive Director of the ACHRA was present to give a brief overview of the program as well as answer any questions Council had with regard to the funding. In order for the funds to become available for the purchase of property, the Ramsey City Council must formally adopt resolutions requesting the funding as well as authorizing the ACHRA to perform economic development activities.

Consensus of the Council was to direct staff to draft the resolutions authorizing the ACHRA to perform economic development activities and requesting allocation of funds toward the purchase of the property at 6710 Higwhay 10 NW. Those resolutions have been drafted and are included with this report for Council review and formal adoption.

Recommendation:

Staff recommends Council adopt the resolutions rerquesting funding from the ACHRA for the purchase of the property at 6710 Highway 10 NW and authorizing the ACHRA to perform economic development activities.

Council Action:

Motion to adopt Resolution #13-06-108 Requesting that Anoka County Housing and redevelopment Authority (ACHRA) Allocate $361,000 of its 2013 Levy Toward the Purchase of the Property at 6701 Highway 10 NW in the City of Ramsey and Resolution #13-06-109 Declaring the City of Ramsey Support of Anoka County and its County-Wide Economic Development Objectives and Activities.

Attachments

Res Requesting Funding from ACHRA

Res Declaring Support of ACHRA Ec Dev Activities

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/19/2013 03:33 PM

Form Started By: Jo Thieling Started On: 06/19/2013 10:25 AM

Final Approval Date: 06/19/2013

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-06-108

RESOLUTION REQUESTING THAT ANOKA COUNTY HOUSING AND REDEVELOPMENT AUTHORITY (HRA) ALLOCATE $361,000 OF ITS 2013 LEVY TOWARD THE PURCHASE OF THE PROPERTY AT 6701 HIGHWAY 10 NW IN THE CITY OF RAMSEY

WHEREAS, annually the Anoka County HRA levies an HRA levy on Ramsey residents; and

WHEREAS, the levy has been used to help in funding certain development projects within the City of Ramsey; and

WHEREAS, the City of Ramsey is requesting that the Anoka County HRA utilize its available tax levy for the purchase of a blighted commercial property at 6701 Highway 10 NW, a project that is deemed a high priority for our community; and

WHEREAS, the City is committed to maintaining and developing a healthy commercial district within the City for the benefit of all.

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 authorizes the request to the Anoka County HRA to allocate $361,000 of its 2013 levy toward the purchase of a commercial property at 6701 Highway 10 NW, Ramsey, Minnesota.

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 25th day of June, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-06-109

RESOLUTION DECLARING THE CITY OF RAMSEY SUPPORT OF ANOKA COUNTY AND ITS COUNTY-WIDE ECONOMIC DEVELOPMENT OBJECTIVES AND ACTIVITIES

WHEREAS, the City of Ramsey is an Anoka County municipality, and as such is a rapidly growing and important segment of the Twin Cities Metropolitan region, made up of a rich variety of vital, desirable communities; and

WHEREAS, the Ramsey City Councilmembers believe that the residents of Ramsey would realize many benefits from expansion of the Anoka County tax base, including but not limited to: the creation of local job opportunities, wider sharing of tax burden, and access to enhanced infrastructure, services, and retail and business activities; and

WHEREAS, in order to expand the local tax base, the Anoka County Board of Commissioners has indicated an interest in fostering a regional approach to economic development in Anoka County; and

WHEREAS, in 2007 a statutorily formed citizens exploratory committee recommended to the Board of Commissioners that the Anoka County Housing and Redevelopment Authority be granted the powers of an economic development authority; and

WHEREAS, on June 12, 2007, the Anoka County Board of Commissioners, after fulfilling the statutory requirements, did authorize their Housing and Redevelopment Authority to exercise the powers of an economic development authority; and

WHEREAS, MN Stat. 469.1082 requires that a municipality shall, declare its willingness, by resolution, to join the county in its economic development activities.

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 of Ramsey hereby declares its support of Anoka County and its county-wide economic development objectives and activities.

2. That the City of Ramsey does hereby elect to participate in Anoka County Housing and Redevelopment Authority and the economic development activities.

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 25th day of June, 2013.

Mayor

ATTEST:

City Clerk

CC Regular Session **4. 19.**

Meeting Date: 06/25/2013

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

Information

Title:

Adopt Resolution #13-06-111 Authorizing Partial Payment to North Pine Aggregate, Inc. for IP 12-20 CSAH 83 (Armstrong)- Sunwood Drive

Background:

Resolution and Pay Request Attached.

Recommendation:

The Engineering Technician IV has inspected the completed work and recommends partial payment to North Pine Aggregates, Inc. for IP 12-20; CSAH 83 (Armstrong Boulevard) - Sunwood Drive in the amount of $29,562.58.

Council Action:

Motion to adopt Resolution #13-06-111 authorizing partial payment to North Pine Aggregates, Inc. for IP 12-20; CSAH 83 (Armstrong Boulevard) - Sunwood Drive in the amount of $29,562.58.

Attachments

Resolution

Pay Request

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	06/20/2013 12:12 PM
Kurt Ulrich	Kurt Ulrich	06/20/2013 04:29 PM

Form Started By: MaryJo Warner Started On: 06/17/2013 09:31 AM

Final Approval Date: 06/20/2013

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-06-111

RESOLUTION AUTHORIZING PARTIAL PAYMENT TO NORTH PINE AGGREGATE FOR CITY IMPROVEMENT PROJECT #12-20; SUNWOOD DRIVE REALIGNMENT

WHEREAS, on June 28, 2011 the Ramsey Housing and Redevelopment Authority awarded an engineering services contract to Landform Professional Services to complete the necessary Ramsey Town Center AUAR updates, and prepare of a feasibility study for the realignment of Sunwood Drive NW; and

WHEREAS, on July 26, 2011 the Ramsey City Council awarded an engineering services contract to WSB & Associates to prepare a feasibility study for the portion of the Sunwood Drive realignment contained within Anoka County right-of-way, and assist in completing updates to the existing Ramsey Town Center AUAR; and

WHEREAS, on January 24, 2012 the Ramsey City Council accepted the feasibility studies and called for the preparation of plans and specifications for City Improvement Project #12-20; Sunwood Drive Realignment; and

WHEREAS, on May 22, 2012 the Ramsey City Council accepted the plans and specifications and authorized the solicitation of bids; and

WHEREAS, North Pine Aggregates, Inc is the lowest responsible bidder; and

WHEREAS, as of June 25, 2013 $2,221,971.15 has been paid to date; and

WHEREAS, Engineering Technician IV has inspected the completed work and recommends partial payment to North Pine Aggregate, Inc. in the amount of $29,562.58.

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 North Pine Aggregates, Inc. for Improvement Project #12-20; CSAH 83(Armstrong Boulevard) – Sunwood Drive in the amount of $29,562.58.

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 June 25, 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 23rd day of April 2013.

_____
Mayor

ATTEST:

_____
City Clerk

Pay Estimate Summary Sheet
IP 12-20; CSAH 83 (ARMSTRONG BOULEVARD)- SUNWOOD DRIVE
SAP 199-020-010 199-104-010
City of Ramsey

Estimate no **9**

TOTAL CONTRACT	$	2,342,825.81
CHANGE ORDERS (#1,#2,#3,#4)	$	79,450.21
TOTAL WITH CHANGE ORDERS	$	2,422,276.03
STORED MATERIALS		
TOTAL, COMPLETED WORK TO DATE	$	2,297,483.40
TOTAL WORK COMPLETED PLUS STORED MATERIALS	$	2,297,483.40
RETAINED PERCENTAGE 2%	$	45,949.67
NET AMOUNT DUE TO CONTRACTOR TO DATE	$	2,251,533.73
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$	2,221,971.15
PAY CONTRACTOR PER ESTIMATE NO. 9	$	29,562.58

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: North Pine Aggregates, Inc.

By _____ Project Manager
Name Title

Date 6/14/13

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

By _____ Civil Engineer II
Leonard Linton, PE

Date 6/17/13

APPROVED FOR PAYMENT:
OWNER: City of Ramsey

By _____ City Engineer 6/18/13
Name Title Date

CC Regular Session **4. 20.**

Meeting Date: 06/25/2013

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

Information

Title:

Adopt Resolution #13-06-110 Authorizing Partial Payment to North Pine Aggregate, Inc. for IP 12-28; Rum River Hills Storm Sewer Replacement

Background:

Resolution and Pay Request Attached.

Recommendation:

The Civil Engineer II has inspected the completed work and recommends partial payment to North Pine Aggregate, Inc. for IP 12-28; Rum River Hills Storm Sewer Replacement in the amount of $4,169.90.

Council Action:

Motion to adopt Resolution #13-06-110 authorizing partial payment to North Pine Aggregate, Inc. for IP 12-28; Rum River Hills Storm Sewer Replacement in the amount of $4,169.90.

Attachments

Resolution

Pay Request

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	06/20/2013 12:12 PM
Kurt Ulrich	Kurt Ulrich	06/20/2013 04:30 PM

Form Started By: MaryJo Warner Started On: 06/17/2013 09:35 AM

Final Approval Date: 06/20/2013

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-06-110

RESOLUTION APPROVING 2nd PARTIAL PAYMENT TO NORTH PINE AGGREGATE INC FOR IP 12-28; RUM RIVER HILLS STORM SEWER REPLACEMENT

WHEREAS, on September 25, 2012 the Ramsey City Council authorized City staff to prepare plans and specifications for storm sewer improvements for Rum River Hills Golf Course; and

WHEREAS, pursuant to an advertisement for bids for Improvement Project 12-28; Rum River Hills Storm Sewer Replacement, bids were opened and tabulated according to law; and

WHEREAS, North Pine Aggregate Inc. is the lowest responsible bidder; and

WHEREAS, as of June 25, 2013 $87,333.01 has been paid to date; and

WHEREAS, Civil Engineer II, Leonard Linton has inspected the completed work and recommends partial payment to North Pine Aggregate in the amount of $4,169.90.

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 North Pine Aggregate Inc. for Improvement Project #12-28; 2012 Storm Sewer Improvements in the amount of $4,169.90.

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 June 25, 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 25th day of June 2013.

Mayor

ATTEST:

City Clerk

Pay Estimate Summary Sheet
IP 12-28; Rum River Hills Storm Sewer Replacement

City of Ramsey

ADDITIONAL WORK

TOTAL CONTRACT W/ ADDITIONAL WORK **2**

TOTAL CONTRACT	$	98,211.40
ADDITIONAL WORK	$	1,950.00
TOTAL CONTRACT W/ ADDITIONAL WORK	$	100,161.40
STORED MATERIALS		
TOTAL, COMPLETED WORK TO DATE	$	93,370.31
TOTAL WORK COMPLETED PLUS STORED MATERIALS	$	93,370.31
RETAINED PERCENTAGE 2%	$	1,867.41
NET AMOUNT DUE TO CONTRACTOR TO DATE	$	91,502.91
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$	87,333.01
PAY CONTRACTOR PER ESTIMATE NO. 2	$	4,169.90

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: North Pine Aggregate, Inc

By _____ Project Manager
Name Title

Date 6/14/13

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

By _____ Civil Engineer II
Leonard Linton, PE

Date 6/17/13

APPROVED FOR PAYMENT:
OWNER: City of Ramsey

By _____ City Engineer 6/18/13
Name Title Date

CC Regular Session **4. 21.**

Meeting Date: 06/25/2013

By: Colleen Lasher, Administrative Services

Information

Title:

Report from the Personnel Committee - May 28, 2013
Motion to ratify the recommendation of the Personnel Committee and adopt Resolution #13-06-091 to Establish a Policy Regarding Non-employee Interview Panel Participants.
Note: Resolutions Ending the I.T. Specialist's Probation, Revising the Personnel Policy, and Promoting Two Police Department Employees were approved at the May 28 City Council Meeting.

Background:

Case 4 of 4: Adopt Resolution #13-06-091 to Establish a Policy Regarding Non-employee Interview Panel Participants

Note: No further action is needed related to the following Personnel Committee cases; the City Council acted upon the cases at the May 28, 2013, regular City Council meeting.

1 of 4: Resolution to End the I.T. Specialist's Probation
2 of 4: Resolution to Revise the Personnel Policy - Section 4.3 - Internal Recruitment Process
3 of 4: Resolution to Promote Two Police Department Employees

Notification:

Observations:

Recommendation:

The Personnel Committee recommended including non-employee interview panel participants for the following types of City positions: City Administrator, Department Heads, and positions serving as a liaison to a board or commission; the Personnel Committee recommended that the specific make-up of the non-employee interview panel be defined ahead of time at a Personnel Committee meeting or a City Council work-session.

Funding Source:

There is no funding required for this action.

Council Action:

Motion to approve resolution #13-06-091, to include non-employee interview panel participants for the following types of City positions: City Administrator, Department Heads, and positions serving as a liaison to a board or commission with the specific make-up of the non-employee interview panel defined ahead of time at a Personnel Committee meeting or a City Council work-session.

Attachments

PC Packet of 05-28-13
Resolution
Draft PC Minutes from 05-28-13

Form Review

Inbox	Reviewed By	Date

Kurt Ulrich Kurt Ulrich 06/20/2013 04:29 PM

Form Started By: Colleen Lasher Started On: 06/14/2013 04:18 PM

Final Approval Date: 06/20/2013

City of Ramsey
Agenda
Personnel Committee
Tuesday May 28, 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. Resolution to End the I.T. Specialist's Probation
2. Resolution to Revise the Personnel Policy - Section 4.3 - Internal Recruitment Process
3. Resolution to Promote Two Police Department Employees
4. Resolution to Establish a Policy Regarding Non-employee Interview Panel Participants

5. Adjournment

Personnel Committee **4. 1.**

Meeting Date: 05/28/2013

By: Colleen Lasher, Administrative Services

Information

Title:

Resolution to End the I.T. Specialist's Probation

Background:

This case will be acted upon by the City Council later this evening during the regular meeting as part of the consent agenda.

Mr. Jason Fredrickson was hired for the position of I.T. Specialist on October 10, 2012, and was subject to a six-month probationary period. Mr. Fredrickson has successfully completed the required six-month probationary period and the Finance Director recommends retaining Mr. Fredrickson as a full-time regular employee.

Notification:

Observations/Alternatives:

Staff recommends removing Mr. Fredrickson from probation effective immediately and retaining him as the full-time regular I.T. Specialist.

Alternatives: Staff does not recommend any other action.

Recommendation:

To remove Mr. Fredrickson from probation effective immediately and retain him as the full-time regular I.T. Specialist.

Funding Source:

There are no additional funds required to remove Mr. Fredrickson from probation.

Council Action:

Motion to approve resolution #13-05-089 which confirms the recommendation of the Personnel Committee to remove Mr. Jason Fredrickson from probation and retain him as the City's full-time regular I.T. Specialist.

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	05/23/2013 02:27 PM

Form Started By: Colleen Lasher Started On: 05/16/2013 04:29 PM

Final Approval Date: 05/23/2013

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-05-089

RESOLUTION TO END THE PROBATIONARY PERIOD OF THE I.T. SPECIALIST

WHEREAS, Mr. Jason Fredrickson began working as the I.T. Specialist on April 10, 2012, and was subject to a six-month probationary period; and

WHEREAS, Mr. Fredrickson has successfully completed the required six-month probationary period; and

WHEREAS, staff recommends removing Mr. Fredrickson from probation effective immediately and retaining him as the full-time regular I.T. Specialist.

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

Motion to approve resolution 13-05-089 confirming the recommendation of the Personnel Committee to end the probationary period for Jason Fredrickson, effective immediately and retain him as the full-time regular I.T. Specialist.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 28th day of May, 2013.

Personnel Committee **4. 2.**

Meeting Date: 05/28/2013

By: Colleen Lasher, Administrative Services

Information

Title:

Resolution to Revise the Personnel Policy - Section 4.3 - Internal Recruitment Process

Background:

This case will be acted upon by the City Council later this evening during the regular meeting as part of the consent agenda.

In an effort to more efficiently conduct the City's recruitment process, to have a greater ability to consider qualified applicants earlier in the process, and to reduce unnecessary costs associated with external recruitments, a slight revision to the current policy may be in order. Currently, section 4.3 of the Personnel Policy - Internal Recruitment Process, is as follows:

"For the purposes of this section “employee” includes regular and temporary employees, paid and unpaid interns, public works seasonal workers, active police reserves and paid-on-call firefighters. Casual employees and board and commission members are not “employees” for the purposes of this section."

The specific proposed revision would change the policy language as follows:

~~For the purposes of this section “employee”~~ The following groups of people are eligible to apply during an internal recruitment: ~~includes~~ regular and temporary employees, paid and unpaid interns, public works seasonal workers, active police reserves, paid-on-call firefighters and contracted individuals actively working at the Municipal Center. Casual employees and board and commission members are not ~~“employees”~~ eligible to apply during an internal recruitment. ~~for the purposes of this section.~~

It is important to note, the policy includes, and would continue to include, the following text: "The internal recruitment process in no way prohibits the City from seeking and hiring qualified applicants through an external recruitment process." "If a candidate cannot be secured through an internal recruitment process, an external recruitment process will be conducted."

Notification:

Observations/Alternatives:

Staff recommends revising Section 4.3 of the Personnel Policy as follows: The following groups of people are eligible to apply during an internal recruitment: regular and temporary employees, paid and unpaid interns, public works seasonal workers, active police reserves, paid-on-call firefighters and contracted individuals actively working at the Municipal Center. Casual employees and board and commission members are not eligible to apply during an internal recruitment.

Alternative #1: Do not revise the policy.
Pros: maintains consistency with past practice.
Cons: not revising the policy may be a missed opportunity to streamline the recruitment process, apply "Stratigic Planning Imperative IV: An Effective Organization," and to reduce recruitment costs.

Alternative #2: Council may approve, reject or modify the proposed language as desired.

Recommendation:

Staff recommends revising Section 4.3 of the Personnel Policy - Internal Recruitment Process, as follows:

The following groups of people are eligible to apply during an internal recruitment: regular and temporary employees, paid and unpaid interns, public works seasonal workers, active police reserves, paid-on-call firefighters and contracted individuals actively working at the Municipal Center. Casual employees and board and commission members are not eligible to apply during an internal recruitment.

Funding Source:

There are no additional funds required to revise this policy; there are potential savings.

Council Action:

Motion to approve resolution #13-05-090 which confirms the recommendation of the Personnel Committee to revise Section 4.3 of the Personnel Policy - Internal Recruitment Process, as follows:

The following groups of people are eligible to apply during an internal recruitment: regular and temporary employees, paid and unpaid interns, public works seasonal workers, active police reserves, paid-on-call firefighters and contracted individuals actively working at the Municipal Center. Casual employees and board and commission members are not eligible to apply during an internal recruitment.

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	05/23/2013 02:28 PM

Form Started By: Colleen Lasher Started On: 05/16/2013 04:31 PM

Final Approval Date: 05/23/2013

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-05-090

RESOLUTION TO REVISE THE PERSONNEL POLICY - SECTION 4.3 - INTERNAL RECRUITMENT PROCESS

WHEREAS; the City's Personnel Policy addresses the process of conducting internal and external recruitments; and

WHEREAS, in an effort to continually improve efficiencies and effectiveness of the organization staff suggests a revision to the current policy; and

WHEREAS, the revision would allow for contracted individuals actively working at the Municipal Center to be eligible to apply during internal recruitments.

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 #13-05-090, to revise section 4.3 of the Personnel Policy, as follows: "The following groups of people are eligible to apply during an internal recruitment: regular and temporary employees, paid and unpaid interns, public works seasonal workers, active police reserves, paid-on-call firefighters and contracted individuals actively working at the Municipal Center. Casual employees and board and commission members are not eligible to apply during an internal recruitment."

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 28th day of May 2013.

Personnel Committee **4. 3.**

Meeting Date: 05/28/2013

By: Colleen Lasher, Administrative Services

Information

Title:

Resolution to Promote Two Police Department Employees

Background:

This case will be acted upon by the City Council later this evening during the regular meeting as part of the consent agenda.

At the April 23, 2013, regular City Council meeting, council directed staff to begin a process to fill the position that was vacated by the resignation of Captain Dwyer. The title of that position was not considered that evening.

Staff conducted a five day internal promotional recruitment for two positions: 1) Sergeant, and 2) Lieutenant or Captain. Four candidates were interviewed for the Sergeant position and 3 candidates were interviewed for the Lieutenant or Captain position. It is staff's recommendation to promote Mr. Bradly Bluml to the position of Sergeant and to promote Mr. Timothy Frankfurth to the position of Captain (or Lieutenant if so directed).

At the May 14, 2013, Personnel Committee meeting the Committee recommended that the Police Department continue to operate under the same structure that was in place prior to the resignation of Captain Dwyer, having two captains. (The City Council will approve or deny the Personnel Committee's recommendation at tonight's meeting.)

Notification:

Patrol Officer interviews were completed on Wednesday, May 22, 2013 and the candidate is currently in the background investigation stages of the recruitment.

Mr. Bradly Bluml is currently a Patrol Officer/Investigator.
Mr. Timothy Frankfurth is currently a Sergeant.

The replacement investigator will be determined by Chief Way; investigators typically serve 1-year appointments as determined by the Police Chief.

Observations/Alternatives:

Staff recommends promoting Mr. Bradly Bluml to the position of Sergeant and to promote Mr. Timothy Frankfurth to the position of Captain.

Alternative #1 would be to revise the current organizational structure, eliminating one captain position (the Patrol Captain) and changing it to a Lieutenent position; this is not staff's recommendation.

Pros: Unknown
Cons: The current organizational structure has proven to be effective, it allows the Captains to be trained in both command areas and for a seamless transition to each duty. In addition, it would continue with the compound command structure with easily identifiable Supervisors of the Department.

Alternative # 2: Council may approve, reject or modify the proposed language as desired.

Recommendation:

To authorize staff to to promote Mr. Bradly Bluml, effective May 29, 2013, to the position of Sergeant at step 4 which is $35.51 per hour and to promote Mr. Timothy Frankfurth, effective May 29, 2013, to the position of Captain at step 4 which is $39.78 per hour.

Funding Source:

The funding required for this action, including factoring in the wages and benefits for a replacement Patrol Officer, is a savings of $28,451.

Council Action:

Motion to approve resolution #13-05-092, confirming the recommendation of the Personnel Committee, to promote Mr. Bradly Bluml to the position of Sergeant at step 4 which is $35.51 per hour and to promote Mr. Timothy Frankfurth to the position of Captain at step 4 which is $39.78 per hour.

Attachments

Resolution

Draft minutes from the 05-14-13 PC Meeting

PC Packet of 05-14-13

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	05/23/2013 02:33 PM

Form Started By: Colleen Lasher Started On: 05/16/2013 05:22 PM

Final Approval Date: 05/23/2013

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION # 13-05-092

RESOLUTION TO PROMOTE TWO POLICE DEPARTMENT EMPLOYEES

WHEREAS council directed staff to begin a process to fill the position that was vacated by the resignation of Captain Dwyer; and

WHEREAS, staff conducted a five day internal promotional recruitment for two positions: 1) Sergeant, and 2) Lieutenant or Captain; and

WHEREAS, staff recommends promoting Mr. Bradly Bluml, effective May 29, 2013, to the position of Sergeant at step 4 which is $35.51 per hour and promoting Mr. Timothy Frankfurth, effective May 29, 2013, to the position of Captain at step 4 which is $39.78 per hour.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA,

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

Motion to approve resolution #13-05-092, confirming the recommendation of the Personnel Committee, to promote Mr. Bradly Bluml to the position of Sergeant at step 4 which is $35.51 per hour and to promote Mr. Timothy Frankfurth to the position of Captain at step 4 which is $39.78 per hour.

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 28th day of May, 2013.

Personnel Committee **4. 4.**

Meeting Date: 05/28/2013

By: Colleen Lasher, Administrative Services

Information

Title:

Resolution to Establish a Policy Regarding Non-employee Interview Panel Participants

Background:

The City currently does not have a policy that addresses who can or should participate in the interview process for hiring City employees. Recently, there have been some discussions regarding the make-up of the interview panel. During the May 14, 2013, Personnel Committee, Mayor Strommen supported discussion on what positions are appropriate to have Council or Commissions involvement.

Naturally, the City includes Council Members in the interview process for the position of City Administrator. In the past, Council Members have been invited to participate in Department Head interviews as well. Since 2010, the position of Economic Development/Marketing Manager and the position of Economic Development Manager have included Council Members seated on the EDA and the Chair or Vice-chair of the EDA.

Staff conducted an informal survey among several of the metro area human resources professionals and found that: all responding cities include Council Members in the interview process for the position of City Administrator/City Manager and some cities stated a practice of including Council Members for department head interviews as well. Alternatively, a few cities stated that (for non City Administrator/City Manager positions) Council Members and Commissioners are invited to a "meet and greet" after the candidate has been identified.

Specific expertise of Council members and Chair/Vice-chairs of committees can bring valuable discussion to the process and help to choose the best candidate for the job. It is always critical that panel members understand proper Interviewing techniques and potential pit-falls in order to avoid claims of discrimination, etc.

Notification:

This case will not be presented for City Council action until the June 11, 2013 regular City Council meeting.

Observations/Alternatives:

Options the Personnel Committee may wish to consider:

1) City Administrator: Include Council Members on the interview panel for City Administrator only.
2) City Administrator and Department Heads: Include Council Members on the interview panel for City Administrator and Department Heads.
3) City Administrator, Department Heads, and positions serving as a liaison to a board or commission: Include Council Member(s) and the Chair/Vice-chair of the respective board or commission.
4) Case-by-Case: Establish the participants of the interview panel on a case-by-case basis as determined by the consensus at an earlier work session--**prior** to the receipt of applications. This option is not recommended by staff.

In any case, staff recommends the following protocol: Participation of non-employee panel members will not be mandatory, if there is a scheduling conflict a designee may serve as an alternate, the interview schedule will not be delayed based on participant availability, all participants must be *trained, and **open meeting law applies.

*Training is available and recommended for interview panel members.

League of Minnesota On-line Training / Cost $30.00 / Certificate of Completion Provided
Course HR103—Select for Success: Effective Interviewing and Hiring

This course will help you effectively gather information to improve your evaluation of candidates while avoiding legal pitfalls.

Course objectives:

• Use a gap analysis to define position requirements.
• Develop an interview selection process that meets the veteran's preference requirements.
• Develop legally defensible interview questions that gather information to effectively evaluate candidates.
• Create legally defensible documentation of the selection process.

**Open Meeting Law (From the League HR Manual on Hiring) "The names of applicants become public only if they are chosen for an interview by the appointing authority. In most cases, the hiring authority will be the city council or city manager. Cities need to be aware that if the Council (or a quorum or committee of the Council) or a civil service commission conducts interviews, the Open Meeting Law will apply. Candidates may be less willing to apply for or be interviewed for the job opening since they may not want their current employer to know they have applied."

Recommendation:

Staff recommends establishing a policy that identifies non-employee interview panel participants; for the sake of discussion, four options or alternatives are listed above.

Funding Source:

There is no funding required for this action.

Council Action:

Motion to approve a resolution which confirms the recommendation of the Personnel Committee to approve a policy regarding non-employee interview panel participants.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	05/23/2013 02:32 PM

Form Started By: Colleen Lasher Started On: 05/16/2013 05:20 PM

Final Approval Date: 05/23/2013

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-06-091

RESOLUTION TO ESTABLISH A POLICY REGARDING NON-EMPLOYEE INTERVIEW PANEL PARTICIPANTS

WHEREAS; a City policy that addresses the make-up of the interview panel will create clarity and increase efficiencies during the employment recruitment process; and

WHEREAS, the City intends to include non-employee participants for the following types of positions: City Administrator, Department Heads, and positions serving as a liaison to a board or commission; and

WHEREAS; non-employee participates will include: Council Member(s) and the Chair or Vice-chair of the respective board or commission; and

WHEREAS; non-employee participates may also include outside professionals with advance knowledge of the respective skill sets desired for the given position; and

WHEREAS, the specific make-up of the non-employee interview panel will be defined ahead of time at a Personnel Committee meeting or a City Council work-session.

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 #13-06-091, to include non-employee interview panel participants for the following types of City positions: City Administrator, Department Heads, and positions serving as a liaison to a board or commission; the specific make-up of the non-employee interview panel will be defined ahead of time at a Personnel Committee meeting or a City Council work-session.

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 25th day of June 2013.

PERSONNEL COMMITTEE
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Personnel Committee conducted a regular meeting on Tuesday, May 28, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jason Tossey
Councilmember Randy Backous
Councilmember Mark Kuzma

Also Present: City Administrator Kurtis Ulrich
Human Resources Manager Colleen Lasher
Finance Director Diana Lund
Fire Chief Dean Kapler
Police Chief James Way
Parks and Assistant Public Works Superintendent Mark Riverblood
Public Works Superintendent Grant Riemer
City Engineer Bruce Westby
Development Services Manager Timothy Gladhill
City Attorney William Goodrich
Mayor Sarah Strommen (Alternate)
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 Councilmember Backous, to approve the agenda as submitted.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Kuzma and Kuzma. Voting No: None.

4. COMMITTEE BUSINESS

4.01: Resolution to End the I.T. Specialist's Probation

Human Resources Manager Lasher reviewed the staff report and recommendation to end I.T Specialist Jason Fredrickson's probation and hire him as the City's full-time regular I.T. Specialist. It was noted this case will be acted upon by the City Council at its May 28, 2013, meeting.

Motion by Councilmember Backous, seconded by Councilmember Kuzma, to recommend that the City Council adopt Resolution #13-05-089 to Remove Mr. Jason Fredrickson from Probation and Retain Him as the City's Full-Time Regular I.T. Specialist.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Backous and Kuzma. Voting No: None.

4.02: Resolution to Revise the Personnel Policy – Section 4.3 – Internal Recruitment Process

Human Resources Manager Lasher reviewed the staff report and read the specific proposed Personnel Policy revision language. She indicated staff recommends revising Section 4.3, Internal Recruitment Process, of the Personnel Policy so the following groups of people are eligible to apply during an internal recruitment: regular and temporary employees, paid and unpaid interns, public works seasonal workers, active police reserves, paid-on-call firefighters, and contracted individuals actively working at the Municipal Center. It was noted that casual employees and board and commission members are not eligible to apply during an internal recruitment.

Councilmember Backous suggested "casual employee" be defined within the Policy.

Human Resources Manager Lasher advised that it is already identified in the Policy.

Motion by Councilmember Backous, seconded by Councilmember Kuzma, to recommend that the City Council adopt Resolution #13-05-090 to Revise Section 4.3 of the Personnel Policy – Internal Recruitment.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Backous and Kuzma. Voting No: None.

4.03: Resolution to Promote Two Police Department Employees

Human Resources Manager Lasher reviewed the staff report and recommendation to authorize staff to promote Bradly Bluml, effective May 29, 2013, to the position of Sergeant at Step 4, which is $35.51 per hour and to promote Mr. Timothy Frankfurth, effective May 29, 2013, to the position of Captain at Step 4, which is $39.78 per hour. The funding required for this action, including factoring in the wages and benefits for a replacement Patrol Officer, is a savings of $28,451. It was noted this case will be acted upon by the City Council at its May 28, 2013, meeting.

Councilmember Backous stated there had been discussion on the Captain versus Leuitenant positions at the previous Personnel Committee meeting but he would like to hear comment from Police Chief Way.

Chairperson Tossey stated he believes, for the record, that this is an unorthodox action to go from a Sergeant to a Captain position; however, some of the problems with public employment is orthodoxy and if getting the best person for the job he would not oppose the recommendation.

Councilmember Kuzma stated a robust discussion was held on the pros and cons and because it is the recommendation of Police Chief Way, he will support the recommendation.

Chairperson Tossey stated this was considered when Leuitenant Caters was promoted to prepare a path for Police Chief Way to retire but due to problems with the split command, it made sense that if of equal positions, the chain of command would ultimately go to the Chief. Chairperson Tossey stated he knows Mr. Caters and thinks he is the right person for the position.

Police Chief Way stated he did talk with Chairperson Tossey about his concerns.

Motion by Councilmember Kuzma, seconded by Councilmember Backous, to recommend that the City Council adopt Resolution #13-05-091, to authorize staff to promote Bradly Bluml, effective May 29, 2013, to the position of Sergeant at Step 4, which is $35.51 per hour and to promote Mr. Timothy Frankfurth, effective May 29, 2013, to the position of Captain at Step 4, which is $39.78 per hour.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Kuzma and Backous. Voting No: None.

4.04: Resolution to Establish a Policy Regarding Non-Employee Interview Panel Participants

Human Resources Manager Lasher reviewed the staff report and recommendation to establish a policy that identifies non-employee interview panel participants. She presented four options for consideration: 1) City Administrator, including Councilmembers on the interview panel for city Administrator only; 2) City Administrator and Department Heads, including Councilmembers on the interview panel for City Administrator and Department Heads; 3) City Administrator, Department Heads, and positions serving as a liaison to a Board or Commission, including Councilmembers and the Chair/Vice-Chair of the representative Board or Commission; and/or, 4) Case-by-Case, and to establish the participants of the interview panel on a case-by-case basis as determined by the consensus at an earlier Work Session prior to the receipt of applications. It was noted that Option 4 is not recommended by staff. Human Resources Manager Lasher stated staff recommends following protocol: Participation of no-employee panel members will not be mandatory, if there is a scheduling conflict a designee may serve as an alternate, the interview schedule will not be delayed based on participant availability, all participants must be trained and Open Meeting Law applies.

Councilmember Backous agreed that Option 4 should not be considered. He stated support for Option 3, noting one of the strategic goals was to be more inclusive with Boards and Commissions and respect their time, expertise, and input.

Councilmember Kuzma agreed that Option 4 was not a good option. He agreed with Councilmember Backous and supported Option 3 since it includes more people and provides flexibility.

Chairperson Tossey stated Options 2 or 3 would be his preference. He stated as Chair of the Personnel Committee, he had no idea that Councilmembers were participating in the Economic Development Manager interviews. In addition, Mayor Strommen knew nothing about it. Chairperson Tossey stated the communication aspect needs to be improved so the Mayor and Personnel Committee Chair are aware of what is going on. He noted, with the last case (the recent Economic Development Manager interviews), one could make a case that all on the City Council had a stake in who was hired to run the City's economic development.

Councilmember Backous asked how to select which Councilmember would serve on the Interview Panel.

City Administrator Ulrich accepted responsibility to the lack of communication relating to the last issue and agreed it would be helpful to have an adopted policy. He suggested the matter come before the Personnel Committee or full City Council to determine who should be selected for the Interview Panel.

Councilmember Backous agreed it is important to make it not mandatory as some Committee chairs may not be interested but he would support extending the offer.

Human Resources Manager Lasher stated the City has to be cautious of the Open Meeting Law and it was brought to her attention by the League that many time people being interviewed do not want their current employer to know, which becomes awkward if the interview occurs during an open meeting.

Chairperson Tossey noted once a finalist, the applicant's name becomes public.

Human Resources Manager Lasher explained that after the person is considered a finalist (following second interview if two are held) then their name is public but other information is redacted and not made public. She stated she will write a resolution for Option 3 that will be considered by the City Council at its June 11, 2013 meeting.

It was the consensus of the Personnel Committee to recommend that the City Council adopt a Resolution to approve a policy regarding non-employee interview panel participations.

COMMITTEE INPUT

None.

ADJOURNMENT

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

Motion carried.

The regular meeting of the Personnel Committee adjourned at 5:52 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.

CC Regular Session **4. 22.**

Meeting Date: 06/25/2013

By: Colleen Lasher, Administrative Services

Information

Title:

Report from the Personnel Committee - June 18, 2013
Motion to ratify the recommendation of the Personnel Committee and adopt Resolution #13-06-115 to Hire a Patrol Officer

Background:

Case 1 of 1: Resolution to Hire a Patrol Officer

Recommendation:

The Personnel Committee recommended hiring Mr. James Bagne, effective on or near July 1, 2013, at $22.09 per hour, which is step 1 of the 2013 wage scale.

Funding Source:

The funding for this replacement Patrol Officer position is part of the 2013 budget. The estimated 2013 funding required for this position is $40,000 (July - December, wages and benefits). However, the overall effect of the recent staffing changes in the Police Department result in a savings of approximately $28,451 due to the lower salary level of incoming officers.

Council Action:

Motion to approve resolution #13-06-115, which confirms the recommendation of the Personnel Committee to authorize staff to hire Mr James Bagne, effective on or near July 1, 2013, at $22.09 per hour, which is step 1 of the 2013 wage scale.

Attachments

Personnel Committee Packet 06-18-13

Res Hire Patrol Officer

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/20/2013 04:29 PM

Form Started By: Colleen Lasher Started On: 06/14/2013 04:20 PM

Final Approval Date: 06/20/2013

City of Ramsey
Agenda
Personnel Committee
Tuesday, June 18, 2013
6:00 pm
Lake Itasca Room, 7550 Sunwood Drive NW

1. **Call to Order**

2. **Citizen Input**

3. **Approve Agenda**

4. **Committee Business**

1. Resolution to Hire a Patrol Officer

5. **Adjournment**

Personnel Committee **4. 1.**

Meeting Date: 06/18/2013

By: Colleen Lasher, Administrative Services

Title:

Resolution to Hire a Patrol Officer

Background:

At the April 23, 2013, City Council meeting, the City Council authorized staff to accept the resignation of the Patrol Captain, to begin a promotional process, and to recruit for a replacement patrol officer from the recent patrol officer recruitment file in order to fill the position left vacant by the promotional process. This case addresses the hiring of the new Patrol Officer.

Staff conducted first interviews with 14 candidates; six candidates were interviewed a second time. In addition to the interview process, candidates were required to pass a report writing exercise and a physical agility test. The top 6 candidates were required to pass a "shoot / don't shoot" exercise.

As a result, staff recommends Mr. James Bagne for the position of Patrol Officer with the city of Ramsey. Mr. Bagne has accepted the City's contingent offer and has passed all of the necessary pre-employment testing. With the City Council's authorization, Mr. Bagne will be hired on or near July 1, 2013. He will be subject to a 1-year probationary period and all other personnel policies will apply normally.

Notification:

It may be of interest to the City Council to know that Mr. Bagne has served as a City of Ramsey Reserve Officer since 2005. Additionally, Mr. James Bagne and Ms. Jennifer Grant and were recently recognized in the ABC Newspaper for performing C.P.R. on a Ramsey resident and saving his life. Chief Way was quoted in the article as saying “Bagne and Grant took control of the situation, diagnosed the problem and went to work without hesitation.”

Observations/Alternatives:

Recommendation:

To approve resolution which, upon City Council approval, authorizes staff to hire Mr. James Bagne, effective on or near July 1, 2013, at $22.09 per hour, which is step 1 of the 2013 wage scale.

Funding Source:

The funding for this replacement Patrol Officer position is part of the 2013 budget. The estimated 2013 funding required for this position is $40,000 (July - December, wages and benefits). However, the overall effect of the recent staffing changes in the Police Department result in a savings of approximately $28,451 due to the lower salary level of incoming officers.

Council Action:

Motion to approve a resolution which confirms the recommendation of the Personnel Committee to authorize staff to hire Mr James Bagne, effective on or near July 1, 2013, at $22.09 per hour, which is step 1 of the 2013 wage scale.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/13/2013 02:57 PM

Form Started By: Colleen Lasher Started On: 06/12/2013 04:08 PM

Final Approval Date: 06/13/2013

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-06-115

RESOLUTION TO HIRE A PATROL OFFICER

WHEREAS, A t the April 23, 2013, City Council meeting, the City Council authorized staff to accept the resignation of the Patrol Captain, to begin a promotional process, and to recruit for a replacement patrol officer from the recent patrol officer recruitment file in order to fill the position left vacant by the promotional process; and

WHEREAS, a recruitment process was conducted staff conducted 14 first interviews and 6 second interviews; and

WHEREAS, Mr. James Bagne has been selected as the top candidate for the Patrol Officer position; and

WHEREAS, staff has completed the necessary background checks and is recommending that Mr. James Bagne be hired as the City's new Patrol Officer, effective on or near July 1, 2013, at $22.09 per hour, which is step 1 of the 2013 wage scale; and

WHEREAS, Mr. Bagne will be subject to a 1-year probationary period and all other personnel policies will apply normally.

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

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

Motion to approve resolution #13-06-115, to hire Mr. James Bagne as the City's new Patrol Officer effective on or near July 1, 2013, at $22.09 per hour, which is step 1 of the 2013 wage.

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 June 2013.

CC Regular Session **7. 1.**

Meeting Date: 06/25/2013

Submitted For: Kurt Ulrich **By:** Jo Thieling, Administrative Services

Information

Title:

Approve Entering into Contract for Civil Legal Services with Joseph Langel of Ratwik, Roszak, & Maloney, PA

Background:

At the Council work session earlier this evening, Council reviewed the contract for civil legal services as presented by Mr. Joseph Langel of Ratwik, Roszak & Maloney, PA. Staff recommended the following additions:

Insert New #4 to read as follows:

4. Responsible Attorney and Staff. Joseph J. Langel shall be the primary attorney for the City. Mr. Langel shall be responsible for the performance of this agreement, although he may be assisted by other attorneys or support staff in the firm. Mr. Langel shall supervise all work performed on behalf of the City.

Conflict of Interest and Attorney/Client Privilege Issues become 5, 5.1 and 5.2.

Billing Format, Cycle, Payment Expectations and Interests become 6, 6.1, etc. All language would remain the same through 6.7 Term.

Add:

6.8. Severability. Upon termination of this agreement, the City shall only be responsible for the pro rata portion of the annual retainer under Section 6.1.

6.9. Other. Further, the City expressly reserves its right to hire independent counsel on matters it determines requires an attorney with more expertise or expertise in a particular field. In such a situation, the City shall remain responsible to the Attorney for the monthly fee provided under this agreement along with any billings not related to the matter for which special counsel was retained. The City shall only be responsible to the Attorney for extra expenses in relation to the matter for which special counsel is retained if the City names the Attorney as co-counsel in the matter or otherwise requests the Attorney's participation.

Observations:

Council may opt to approve the contract for civil legal services as presented, adopt the language changes recommended by staff, or modify based upon discussion.

The contract is written for two years and has a thirty-day written termination provision for either party.

Recommendation:

Staff is recommending approval of the contract for civil legal services with the additions as noted above.

Funding Source:

Legal services are funded from the City's General Budget.

Council Action:

Motion to formally approve entering into the contract, as amended, for legal services with Joseph Langel, Ratwik, Roszak & Maloney, PA.

Attachments

Contract for Civil Legal Services

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/20/2013 05:42 PM
Jo Thieling	Jo Thieling	06/20/2013 05:55 PM
Kurt Ulrich	Kurt Ulrich	06/20/2013 05:58 PM

Form Started By: Jo Thieling Started On: 06/19/2013 10:49 AM

Final Approval Date: 06/20/2013

CONTRACT FOR CIVIL LEGAL SERVICES

This agreement is entered into by and between the **City of Ramsey**, 7550 Sunwood Drive N.W., Ramsey, MN 55303 (hereinafter "City") and the law firm of **Ratwik, Roszak, & Maloney, P.A.,** 730 Second Avenue South, Suite 300, Minneapolis, MN 55402 (hereinafter "Law Firm"), for the purpose of utilizing the Law Firm to provide civil legal services to the City.

RECITALS

WHEREAS, the City desires professional civil legal services and solicited proposals for civil legal services in March 2013;

WHEREAS, the Law Firm submitted a proposal to the City for civil legal services on April 5, 2013 and has the skill and expertise necessary to perform the duties as set forth in this Agreement; and

WHEREAS, the City has selected the Law Firm to provide civil legal services.

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration the parties agree to the following:

TERMS

1. Scope and Nature of Legal Services: The parties agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:

1.1 Retainer Matters: The Law Firm shall provide the following civil legal services to the City in exchange for the retainer fee set forth in Paragraph 5.1:

A. Attendance at all regular and special City Council meetings and work sessions, as directed by the City Administrator.

B. Attendance at board, commission and committee meetings as directed by the City Administrator.

C. Attendance at all regular HRA meetings.

D. Regular office hours of 9:00 a.m. to noon on the first and third Mondays, which includes attendance at staff meetings.

E. Review and drafting of ordinances, resolutions, agreements, deeds and other documents requested by the City.

F. Advising staff on legal matters by telephone or in person, at our offices or at the Municipal Center.

G. Legal research and opinions as directed by City Council, City Administrator and/or Department heads.

H. Advice on day-to-day personnel matters.

I. HRA and EDA representation as directed by City Administrator.

J. Data practices/open meeting law advice.

K. Updates on relevant new legislation and case law affecting municipal government.

1.2 Non-Retainer Matters: The parties contemplate that the Law Firm will also provide civil legal services outside the scope of services covered by the retainer as described in paragraph 1.1 above. These non-retainer services shall be handled as follows:

1.2.1 Contested Case Matters: The Law Firm will provide, and the City shall utilize the Law Firm for representation in contested cases. For purposes of this Agreement, a contested case matter means an adversarial proceeding in any arena including, but not limited to, district court or appellate court litigation, arbitration, eminent domain proceedings, civil forfeiture proceedings, abatement proceedings, special assessment proceedings, human rights administrative proceedings, veterans preference proceedings, unemployment hearings, and the like. These legal services will be billed to the City at $145.00 per hour during the term of this Agreement.

1.2.2 Investigations/Negotiations: The Law Firm will perform investigations as requested by the City, and will provide labor negotiation assistance as requested by the City. These legal services will be billed to the City by the Law Firm at $145.00 per hour during the term of this Agreement.

1.2.3 **Property Matters:** The Law Firm will perform legal services related to property matters, including City, EDA, and/or HRA real estate sales and/or acquisitions, and easement drafting and acquisition. These legal services will be billed to the City by the Law Firm at $145.00 per hour during the term of this Agreement.

1.2.4 **Development Matters:** The Law Firm will perform legal services in the Land Use Economic Development area where the project proposer is required to reimburse the City for legal services. These legal services will be billed to the City by the Law Firm at $185.00 per hour during the term of this Agreement.

2. Reimbursable Costs and Expenses.

2.1 General Rule: For all costs associated with retainer and non-retainer work, the City will reimburse the Law Firm for actual, necessary, and reasonable costs and expenses incurred by the Law Firm in the performance of the legal services contained in this Agreement.

2.2 Specific Rates:

Description of Costs	Rate
Mileage	I.R.S. Rates
Parking	Actual Cost
Photocopying	$.20 per page
Facsimile	$1.00 per page
Long Distance Telephone	Actual Cost
Postage	Actual Cost
Messenger	Actual Cost
Court Costs	Actual Cost
Arbitration Costs	Actual Cost
Other Contested Case Costs	Actual Cost

2.3 Billing Procedures: Notwithstanding the provisions of paragraph 5 regarding billing and payment procedures, the parties understand and agree that certain expenses may not be known to the Law Firm until after the monthly bill for legal services has been prepared and mailed to the City for payment. For example, an arbitrator's award and bill may not arrive until months after all legal services have been provided, billed, and paid. Similarly, long distance telephone

charges may not arrive until after the time for the legal services has been billed and paid.

3. **Matters Covered by Insurance:** Whenever a claim is made with an insurance carrier that arises out of a legal issue within the scope of this Contract for Legal Services, the City will recommend that the Law Firm be utilized by the insurance carrier in the matter for which the claim is made. The City may recommend the Law Firm to an insurance carrier for claims arising out of matters which are outside of the scope of this Contract for Legal Services. At the point in time when an insurance carrier admits coverage, and to the extent that they will provide retroactive payments for attorneys' fees, the Law Firm will receive its payments for services rendered from the insurance carrier and not the City. To the extent that an insurance carrier does not pay for legal services rendered by the Law Firm, including any deductibles, the City will pay the Law Firm for services rendered at the rates charged to the insurance company, subject to the billing and payment provisions of paragraph 5.

insert new 4 →

4. **Conflict of Interest and Attorney/Client Privilege Issues:**

4.1 **Conflict of Interest:** The Law Firm will notify the City if the Law Firm represents or has ever represented an opposing party in a legal matter, whether within or outside of any of the retainers. The Law Firm declares that it represents many school districts, cities, counties, and other public entities throughout the State of Minnesota, and in the area of the City of Ramsey.

4.2 **Attorney/Client Privilege:** The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. Cordless and cellular telephones may be used by the Law Firm to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.

5. **Billing Format, Cycle, Payment Expectations and Interests.**

5.1 **Retainers:** The retainers for the retainer services described in Paragraph 1.1 shall be as follows:

Year One	$48,000
Year Two	$48,000

5.2 **Billing Format:** The Law Firm will submit monthly statements for both retainer and non-retainer matters, itemizing legal services rendered for the prior month broken down into categories. These categories shall include: retainer, non-retainer contested case, and non-retainer developer reimbursable.

5.3 **Billing Cycle:** The Law Firm will bill monthly for legal services rendered in the prior month. Generally, bills will go out approximately fifteen (15) days after the end of the prior month.

5.4 **Payment Expectations:** The City will pay the bill of the Law Firm within thirty (30) days or less of its receipt of the bill by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm's bill.

5.5 **Disputes:** In the event that the City disputes any aspect of the Law Firm's bill, the appropriate City representative will contact Joseph J. Langel at the Law Firm stating the nature of the dispute. The parties pledge their mutual good faith in resolving any disputes.

5.6 **Interest:** Because the City will be paying the Law Firm's bills within thirty (30) days from their receipt, no interest will be charged. If the City determines that it will be necessary to deviate from that payment schedule, then it will notify the Law Firm. An interest rate of 8% per annum will be charged to the City if it elects a payment schedule greater than thirty (30) days, subject to change as may be mutually agreed between the parties.

5.7 **Term:** The term of this Agreement will be from July 1, 2013 to June 30, 2015, subject to the following provisions:

1. During the term of the Agreement, either party may terminate the Agreement upon thirty (30) calendar days written notice to the other party.

Insert New 5.8 New 5.9 →

5.8 **City Approval:** The City Council has approved the Law Firm's performance of legal services for the City during the term of this agreement. The signing of this agreement will be ministerial and the Law Firm is authorized to commence performing services immediately.

THE CITY OF RAMSEY

By: _____
Its Mayor

By: _____
Its City Administrator

RATWIK, ROSZAK & MALONEY, P.A.

By: _____
Joseph J. Langel, President

RRM:175910

CC Regular Session **7. 2.**

Meeting Date: 06/25/2013

By: Jo Thieling, Administrative Services

Information

Title:

Consider Approval of Special Events Permit for JR's Outpost, 6141 Highway 10 NW

Background:

Jim DuCharme, owner of The Templer Group inc. dba JR's Outpost, located at 6141 Highway 10 NW, has requested a special events permit to host a tent party on Saturday evening, August 10, 2013. The party is to celebrate/commemorate 10 years in business. The request is for a one-day permit - with the party beginning at 5:00 p.m. - live music from 7:45 p.m. to 11:45 p.m. Allowing the music to go to 11:45 would have to be granted by Council. The City Code states amplified music is allowed until 10:00 p.m. However, at "commercial type" parties - meaning a business versus a residence - Council has allowed the band(s) to play until midnight - requiring the volume to be turned lower at 11:00 p.m.

Mr. DuCharme more than met the 30 day requirement for review of his permit application. Police Chief Way and Fire Chief Kapler have both reviewed the permit information as well as visited the site and found no cause for concern.

Mr. DuCharme is anticipating 400 to 500 guests. He will be hiring two Ramsey police officers, as per Chief Way, from 7:15 p.m. to 12;15 a.m. at a rate of $76 per hour, per officer.

Food will be supplied by The Outpost as well as possibly a barbecue by the Ramsey Lions from 6:00 p.m. to 11:00 p.m.

Only the front of The Outpost will be blocked off by the tent - taking up 18parking spaces. As per review by Chief Way and Chief Kapler, ample parking spaces are being provided as well as good emergency access.

Mr. DuCharme will be filling out a tent permit and an inspection will be done by the Fire Department prior to the event. The Fire Department has noted that with the size tent being erected, a minimum of three exits will be required. This has been communicated to Mr. DuCharme.

Notification:

Observations/Alternatives:

Staff has reviewed the permit application as well as completed a site visits. There were no concerns noted by either Chief Way or Chief Kapler. Chief Way also does not see a problem nor have a real concern with allowing the band to play until 11:45.

Recommendation:

Staff is recommending Council approve the Special Events Permit for JR's Outpost and to also approve allowing the band to play until 11:45 as has been allowed for other tent parties/special events permits approved in the past.

Funding Source:

N/A

Council Action:

Motion to approve the Special Events Permit for JR's Outpost, 6141 Highway 10, Ramsey, including allowing the band to play until 11:45 p.m.

Form Review

Inbox	Reviewed By	Date
Jim Way	Jo Thieling	06/19/2013 01:38 PM
Dean Kapler	Jo Thieling	06/19/2013 01:40 PM
Dean Kapler	Dean Kapler	06/19/2013 01:48 PM
Kurt Ulrich	Kurt Ulrich	06/19/2013 03:29 PM
Form Started By: Jo Thieling		Started On: 06/19/2013

Final Approval Date: 06/19/2013

CC Regular Session **7. 3.**

Meeting Date: 06/25/2013

By: Mark Riverblood, Engineering/Public Works

Information

Title:

Approve Easement to Great River Energy at Alpine Park and Accept $14,000 for Restoration

Background:

As part of the landfill settlement agreement with Waste Management Inc. in the 1990's, approximately 90 acres of land was conveyed to the City of Ramsey north of the landfill for public purposes. At this same time the city planned for, and subsequently constructed Alpine Drive between Sunfish Lake Boulevard and Ramsey Boulevard.

In addition, at this same time, the city was planning for a community park north of the landfill, adjacent to what was to become Alpine Drive. As Alpine Drive would bisect this tract of land, causing concern relative to park patrons crossing the road (if there was to be park on both sides of the street), the decision was made to sell the land north of Alpine Drive to a developer, with the proceeds funding the new park.

Prior to the above conveyance of land to the City of Ramsey, Waste Management dedicated an easement for a electric transmission line on the west edge of what was to become Alpine Park, to the City of Anoka Municipal Utility.

Recently, the Anoka Municipal Utility 'sold' their transmission line to Great River Energy (GRE) - and while the easement and infrastructure remain, GRE is in the process of securing easements with the current property owners along this transmission line (City of Ramsey versus Waste Management).

Observations/Alternatives:

Following Great River Energy's purchase of the transmission line and initiative to update easements with the present land owners; was a GRE program to clear the easements of encroaching trees.

Tree clearing in easements is often troubling to adjacent landowners accustomed to seeing lush vegetation, then finding a stark, barren landscape following the tree removals. And this was the case at the west edge of Alpine Park after removals in the winter of 2013.

Knowing that the now cleared 80' foot corridor at the park would re-vegetate over time, only to be completely 'denuded' years later, causing another period of distress by adjoining residents - staff used the opportunity of GRE's desire for an easement to negotiate a restoration plan for the park that would result in a landscape that served an appropriate ecological function, and one that would end the cycle of tree removals.

A proposed restoration plan was developed with staff and Prairie Restoration Inc., with the intention of properly establishing a prairie planting, with large shrubs along the west property line of the park, adjacent to those homeowners that desired some screening. This plan in summary includes the following elements and associated investments:

Site prep and grasses ($6,230)
50 shrubs at $50 each ($2,500)
Straw mulch ($2,470)
2013, 2014 & 2015 maintenance and wildflower seeding ($2,750)

The labor and materials quoted totals $13,950 with the desire that GRE would cause the work to be performed. It should be noted that this restoration plan is not something the GRE has done before - with their usual operations consisting of simply designating tree clearing on a multi-year rotation. However, staff was successful in explaining that this sustainable plan would, over time, be in GRE's financial interests as well - and represented good-will to neighbors of Alpine Park and also was a good demonstration project* that could be replicated within other utility corridors.

The end result of the above discussion was an agreement by GRE to provide the City of Ramsey $14,000 to fund and oversee the work by Prairie Restoration as soon as the easement is approved by City Council; and thus, the purpose of this case is to both approve the updated easement for the transmission line and also to accept the money for the 80' foot corridor restoration within Alpine Park.

Attorney Bill Goodrich has researched the proposed easement, and finds it complete and consistent with the easement it replaces. (Additionally, staff would point out that there are no plans at this time for any modification or additions to the existing transmission line within Alpine Park according to GRE.)

*Note: An item on the Environmental Policy Board's 2012-13 City Council approved Work Plan was a demonstration project to establish a native prairie within a utility corridor. The intent was to demonstrably show that a tree cleared corridor could be transformed into not only an aesthetically pleasing area, but also serve as critical habitat for wildlife, pollinators and song birds. The Board does intend to develop signage to be placed in Alpine Park that would highlight the project and corresponding values.

Recommendation:

Staff recommends approval of the easement to Great River Energy, and acceptance of the $14,000 to order the 3-year prairie establishment by a contractor.

Funding Source:

No supplemental funding is needed other than what this case authorizes; and staff time associated with the prairie establishment is consistent with regular landscape maintenance in parks.

Council Action:

Motion to approve Easement #: AW-001b for Great River Energy and accept $14,000 for the prairie establishment at Alpine Park

---

Attachments

Easement location
restoration plan
Easement doc

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	06/19/2013 02:42 PM
Kurt Ulrich	Kurt Ulrich	06/19/2013 03:05 PM

Form Started By: Mark Riverblood Started On: 06/13/2013 03:42 PM

Final Approval Date: 06/19/2013



80′ foot transmission line easement in red

Date: 6/18/2013

Proposal to Establish a Native Prairie Landscape in the Great River Energy Transmission Line Corridor Ramsey, MN

Prepared for:

Patrick Carlson
Land Rights Consultant
Great River Energy
Maple Grove, MN 55369

Approximate site size: 2.75 acres

Prepared by:

Mike Evenocheck
Sales Manager
763-631-9430
mevo@prairieresto.com

Prairie Restorations, Inc.

31646 128th Street
Princeton, MN 55371
www.prairieresto.com

A. **Company Background:** **(Follow the blue links to learn more)**

Prairie Restorations, Inc. (PRI) has been dedicated to the restoration and management of native plant communities for over 35 years. We are fortunate to have worked with thousands of clients on a wide variety of projects in both the public and private sectors throughout the Upper Midwest.

The PRI staff currently consists of 45 full-time professionals and about an equal number of seasonal employees which operate out of six Minnesota locations. Most of the staff has B.S. degrees in natural resource related fields such as biology, forestry, horticulture or wildlife. As a full service restoration company, PRI is able to provide our clients expertise and service in all facets of native landscape restoration. Along with consulting, design, installation and land management services, we also produce our own local ecotype seed and plant materials which are used on all of our projects.

The PRI Team is committed to and passionate about protecting and enhancing our valuable natural resources. It is this dedication that is brought to each and every one of our projects. We are proud to offer the best expertise, services and products available in the industry and appreciate the opportunity to provide you with this proposal.

B. **Project Overview:**

1. GRE and the City of Ramsey are looking at the possibility of establishing a native prairie landscape in a transmission corridor easement in Ramsey, MN. Currently, this corridor is overgrown with trees and shrubs that need to be removed for standard maintenance purposes. The native prairie landscape is being proposed as an aesthetically appealing and ecologically appropriate option that will also require less maintenance than traditional corridor vegetation.

2. In certain areas of the project site, it may be necessary to plant select native tree and shrub species for the main purpose of visual screening. The selected species will likely have a mature height of about 7-14 feet and will be planted along the outside perimeter of the project area. General planting locations will be determined by GRE and the City of Ramsey.

3. In order to ensure that the restoration establishes successfully, a 3-year maintenance program will be implemented. This program will be carried out by Prairie Restorations, Inc., with the help from the City of Ramsey, and will include activities such as mowing, spot herbicide application and prescribed burning.

4. The following proposal outlines the recommended materials and procedures for the restoration project:

C. Site preparation:

1. This winter, the trees and shrubs will be removed from the project area *(to be done by Carr's Tree Service).* Where applicable, stumps will be treated with herbicide to prevent resprouting.

2. Next spring, allow the site to green up, followed by an application of Roundup Originalmax® and Garlon 3A® herbicide as per manufacturer's directions. Allow a minimum of 20 days before disturbing the vegetation with other procedures.

3. Burn off the dead vegetation by implementing a controlled burn using appropriate procedures, equipment and permits.

4. Harrow (or lightly disk as needed) the soil to create a viable seedbed.

D. Seed and Seeding:

1. Acceptable seeding dates for native species are in the spring or summer before August 10th or in the fall between September 20th and freeze-up. This project would likely be seeded in early June of 2013.

2. As a means to stabilize the site and facilitate maintenance during the developmental period, the project area will initially be seeded with native grasses only.

3. All grass seed will be sown via broadcasting (a native seed drill may also be used if conditions warrant).

4. A harrowing or raking will follow the seeding in order to incorporate the seed into the soil.

5. Once the grasses have become established, wildflower seed will be interseeded throughout the project area. The will most likely occur during the spring of 2015 immediately following the implementation of a prescribed management burn.

6. All wildflower seed will be sown via broadcasting.

7. The seed mixes shall consist of the following species and amounts:

Grasses	lbs./project area
Mixed height mesic mix: 32% Big bluestem, 28% Little bluestem, 22% Indian grass, 10% Side oats grama, 3% Canada wild rye, 2% Switch grass by PLS weight. 1% Kalm's brome, 1% June grass, 1% Prairie dropseed by bulk weight	30

Note: A wheat or oat cover crop can be sown along with the native grasses at a rate of approximately 25 lbs. per acre. Wheat/oats is an annual grass species that germinates quickly and will reduce the risk of soil erosion on the site.

Wildflowers	oz./project area
Wild lupine (*Lupinus perennis*)	8

Mixed height mesic mix:

16% Black-eyed Susan, 12% Purple prairie clover, 12% Hoary vervain,
7% White prairie clover, 6% Leadplant, 6% Common ox-eye,
5% Tall blazing star, 4% Fragrant giant hyssop, 4% Smooth aster,
4% Stiff goldenrod, 3.5% Golden alexander, 3% Azure aster,
3% Bush clover, 3% Wild bergamot, 2% Upland goldenrod,
2% Blue vervain, 1.5% Mountain mint, 1% Yarrow,
1% Stiff tickseed, 1% Canada tick trefoil, 1% Meadow blazing star,
1% Gray goldenrod, 0.5% Common milkweed,
0.5% Showy goldenrod, all by bulk weight..... 80

E. Erosion Control:

1. Cover crop will be sown along with the native grasses.

2. Optionally, the project area can be mulched with clean straw at a rate of 1.5 tons per acre.

F. Trees and Shrubs:

Optionally, container grown shrubs can be planted in designated areas of the project. In order to guard against herbivory (deer browsing), it is recommended that (at a minimum) that Plantskydd deer repellent by applied to each tree. Biodegradable weed mats are also recommended to reduce weed competition.

Suitable species will be chosen from the following list:

Shrub Species	Size
Serviceberry (*Amelanchier sp.*)	2 gal
Gray dogwood (*Cornus racemosa*)	2 gal
Round-leaved dogwood (*Cornus rugosa*)	2 gal
Hazelnut (*Corylus americana*)	2 gal
Elderberry (*Sambucus canadensis*)	2 gal

G. Management:

1. Management (maintenance) plays a vital role in the eventual success of any native landscape installation, especially during the establishment period.

2. During the first growing season the project area may need to be mowed to control annual weed development. If a "closed" canopy of weed cover develops, it should be mowed to aid in the growth of the prairie seedlings by reducing competition. Mowing may also be necessary if the weeds are about to set seed. Optimum cutting height, depending on the wildflower species present, is typically 4 to 6 inches. Mowings done by PRI will be billed separately unless they are included as part of the installation contract.

3. In years following the first growing season, management services could include site monitoring, prescribed burning, mowing, spot spraying, spot mowing, herbicide wicking or hand weeding. PRI provides estimates for management services on an annual basis prior to the growing season. Most of these services are billed on a time and materials basis and the annual estimates are not exceeded without client approval. Some services such prescribed burning are provided as a lump sum cost. A summary of billing rates and materials costs will be provided with the estimate.

H. Anticipated Management:

Year	Projected Management Procedures
2013	Complete site mowings to control annual weed canopy (2 or 3 mowings as needed to be done by the City under PRI guidance) Project monitoring
2014	1 complete site mowing if necessary (to be done by the City) Integrated Plant Management (IPM) - spot spraying, spot mowing, wicking, hand weeding, etc (2-3 visits are typical) Project monitoring
2015	Spring burn to encourage native plant growth and to help deter the presence of non-native and woody species. IPM (2-3 visits) Project monitoring

I. **Costs:** Based on 2.75 acre site

Base Costs

Site preparation (*includes spraying, burning, and soil prep)*..... $2,350
Seed and seeding grasses as specified *(2013)*..... $1,830
Seed and seeding flowers as specified *(2015)* $2,050

Total **$6,230**

Other Options

Straw mulching entire project area $2,470
Provide and install 2 gallon shrubs as needed $50/plant*
Provide and install 18-24 inch bareroot shrubs as needed..... $26/plant*

*****Includes applying Plantskydd deer repellent (one application) and weed barrier. For larger quantities, this unit price could be adjusted downward. Prices do not include warranty.

Maintenance

Estimated maintenance costs
Growing season 2013……**$250 (site assessment and coordination)**
Growing season 2014……**$1,300**
Growing season 2015……**$1,200 + $990 burn**

Please note: Maintenance is typically billed on a time and materials basis. Work is billed upon completion until the site's maintenance needs are met (the yearly estimate is not exceeded without prior approval).

Also note that the first three years of a restoration are the most crucial in terms of needed maintenance. Typically, costs decrease once the restoration reaches a relative level of maturity (after the 3rd or 4th growing season)

J. **Guarantee:** Prairie Restorations, Inc. (PRI) has a great tradition of successfully installing native landscapes throughout the Upper Midwest. We feel our expertise in this industry is second to none and we stand behind every one of our projects. Because we are confident in our abilities to provide you with the best possible materials and services, we are proud to offer the following guarantee:

On projects installed by PRI crews within the specified dates, we will guarantee successful establishment within three full growing seasons, given the following conditions:

1. *That PRI materials and PRI installation services are used on the project.*
2. *That the failure of the project is not due to the actions of others.*
3. *That PRI staff has been consistently involved with the maintenance of the project (consultation with the client or direct utilization of PRI management services) from the time of germination until the end of the third growing season (i.e. mowing, spot spraying, controlled burning).*

This outline provides a step-by-step plan for accomplishing the restoration of this site. If successful establishment does not occur within three full growing seasons, all necessary steps will be taken to ensure the eventual success of the project, at no additional charge. For purposes of this guarantee, successful establishment is defined as follows: That the presence of at least 75% of the original seeded or planted species can be found on site, and that the overall density of vegetation is comprised of no less than 75% native species.

Restoration outline prepared by Prairie Restorations, Inc. (PRI), Princeton, Minnesota
.pro

EASEMENT

EASEMENT NO #: AW-001b

KNOW ALL PERSONS BY THESE PRESENTS, that City of Ramsey, a municipal corporation under the laws of the State of Minnesota, ("Grantor"), under the authority of Minn. Stat. §115B.17, subd. 16(c), whose post office address is:15153 Nowthen Blvd, Ramsey, MN 55303, in consideration of one dollar and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, does hereby grant unto Great River Energy, a Minnesota cooperative corporation, ("Grantee"), its post office address being 12300 Elm Creek Blvd, Maple Grove, MN 55369-4718, and to its successors and assigns, the right to enter upon the following described real property (the "easement area") in Anoka County, Minnesota situated in:

Section 22, Township 32N, Range 25W.

more particularly described on attached **Exhibit A**

for the following purposes:

To construct, reconstruct, relocate, operate, repair and maintain on the easement area, and in or upon all streets, roads or highways abutting said lands, an electric transmission line or system, consisting of single pole structures and appurtenances, and telecommunications facilities, including fiber optic cable.

To permit or otherwise agree to the joint use or occupancy of the transmission line or system and the easement area by any other person(s) or entity(ies) for the construction, reconstruction, relocation, operation, maintenance and repair of aboveground or underground facilities for the transmission or distribution of electric energy and telecommunications, including fiber optic cable.

Together with the right of reasonable ingress to and egress from the easement area over and across the lands adjoining the easement, the right to occupy and use that part of the lands adjoining the easement area necessary for the performance of the construction, reconstruction, maintenance, relocation and repair of the electric transmission or distribution line or system or communication facilities, the right from time to time to cut down, trim, or, in any manner, eliminate all trees, shrubbery or brush located within the easement area and the right to cut down from time to time all other dead, weak, leaning or dangerous trees located on lands adjoining said easement area that are tall enough to come within 5 feet of striking any part of said transmission line or system in falling. Election by Grantee to not exercise all or any part of its rights at any time shall not constitute forfeiture of any such rights.

Grantor reserves the right to cultivate, use and occupy said easement area, except, that without the prior written approval of Grantee, Grantor shall not erect thereon any structures or other objects or improvements, permanent or temporary, except fences, streets, roads, and underground improvements, such as utilities. Grantor further agrees not to perform any act which will interfere with or endanger said transmission line.

Grantee agrees to pay Grantor for this easement prior to the construction of said line or system on the easement area.

Further, Grantee agrees to pay a reasonable sum for any damage caused to crops, fences, roads, fields, lawns or other improvements by the construction, reconstruction, relocation, operation, maintenance, or repair of said line, system, or communication facilities.

All facilities installed and placed by Grantee or its permittee(s) on said lands shall remain the property of Grantee or its permittee(s), removable at the option of Grantee or its permittee(s).

This Easement has been duly executed by Grantor on this _____ day of _____, 2013.

GRANTOR

CITY OF RAMSEY

By:_____

It's:_____

By:_____

It's:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by

_____ of
(NAME/TITLE)

City of Ramsey, a municipal corporation under the laws of the State of Minnesota.
(Name of Corporation Acknowledging) *(State of Incorporation)*

_____ (Notary)

Drafted By: Great River Energy
Land Rights Department
12300 Elm Creek Blvd
Maple Grove, MN 55369-4718
(763) 445-5000
(To be returned to same after recording.)

Exhibit “A”

City of Ramsey
Easement No. AW-001b

Property Description:

Lot 1, Block 1, Alpine Addition, Anoka County, Minnesota

Easement Description:

The west 80 feet of the above described property description.

CC Regular Session **7. 4.**

Meeting Date: 06/25/2013

Submitted For: Dean Kapler **By:** Dean Kapler, Fire Department

Information

Title:

Authorize Purchase of Replacement Fire Tanker Truck

Background:

The 1989 Ford L9000 Fire Department Tanker is due for replacement. Delivered in 1990, this vehicle was the first apparatus acquired when the Fire Department was formed in 1988. Maintenance and performance issues continue at more frequent intervals as would be expected with a vehicle of this age.

Staff is recommending to replace the 1989 Tanker with an Engine/Tanker. By doing this, the new vehicle will be utilized as both a Tanker (hauling water to fire scenes) and a first response Engine. This type of vehicle will give the FD added flexibility when vehicles are being maintenanced and also when response needs require more engine support. With the costs of fire apparatus continuing to go up through the years, staff has worked to design a vehicle that both meet the community needs while also controling cost. This was accomplished by:

1) Proposing to use HGAC (Houston-Galveston Area Council) Cooperative Purchasing.
2) Use a commercial chassis rather than custom built

HGAC Cooperative Purchasing meets all the state purchasing requirements of the sealed bid process. By using this method, the buyer does not totally design a vehicle from the "tires up" but rather comes up with a list of needs and manufacturer(s) provide a list of vehicles of similar design to pick from. This method could be considered a form of catalog purchase. With less customizing, the final price is less than if the buyer spec'd the entire vehicle and went to sealed bid. A list of recent purchases has been attached to this case by departments in the local area for review.

Staff is also recommending using a commercial chassis rather than the more expensive custom built. Staff would estimate that 70-80% of this vehicle's use will be for hauling water. The custom chassis will provide the needed functions to perform water hauling while also being flexible enough to act as a first response engine. With Ramsey having at least 60% of its area non-hydranted, the need for hauled water will continue for many years.

Copies of the specifications of both the chassis and the engine/tanker pumper body are included with this case.

With budget constraints in the recent past, staff has proposed funding of this equipment to be spread over 2 years which were included in the 2012 and 2013 General Fund Budget.

Notification:

Observations/Alternatives:

Recommendation:

Staff is recommending to enter into a HGAC Cooperative Purchasing Agreement with General/Rosenbauer (aka General Fire Apparatus) for the purchase and fabrication of an Engine/Tanker. Staff is comfortable with this recommendation as all previously purchased apparatus has gone through the sealed bid process and, after this process, General/Rosenbauer has built all but one of the current fleet of apparatus. It should be noted that of the almost 250 apparatus that General/Rosenbauer builds per year in Wyoming, about 80% are purchased through the HGAC process.

Purchase price for this proposed vehicle is $333,632. Funding for this purchase has been spread over the past 2

budget cycles.

Funding Source:

Funding for this vehicle will be from the sale of Capital Equipment Certificates that are proposed to be sold in late July/August 2013. The Expense was included in the 2012 & 2013 General Fund Budget.

Council Action:

Authorize staff to enter into an agreement for the purchase of a Engine/Tanker from General/Rosenbauer in the amount of $333,632.

Attachments

HGAC Form
Sealed Bid
Drawing
Spec's
Spec's
Purchase References

Form Review

Inbox	Reviewed By	Date
Jo Thieling	Jo Thieling	06/19/2013 04:15 PM
Diana Lund	Diana Lund	06/20/2013 09:15 AM
Kurt Ulrich	Kurt Ulrich	06/20/2013 04:41 PM

Form Started By: Dean Kapler Started On: 06/19/2013 02:46 PM

Final Approval Date: 06/20/2013

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.:_____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and *_____ _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at *_____

W I T N E S S E T H

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on *_____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began *_____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS
H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS
This Contract may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES
H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY
All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE
To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE
Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*
Name of End User *(local government, agency, or non-profit corporation)*

*
Mailing Address

*
City State ZIP Code

*By:
Signature of chief elected or appointed official

*
Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By:_____
Executive Director

Attest:_____
Manager

Date: _____

**Denotes required fields*

rev. 6/2010

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.

Name of End User Agency: _____ **County Name**:_____
(Municipality / County / District / etc.)

Mailing Address: _____
(Street Address/P.O. Box) *(City)* *(State)* *(ZIP Code)*

Main Telephone Number: (____) _____-_____ **FAX Number:** (____) _____-_____

Physical Address:_____
(Street Address, if different from mailing address) *(City)* *(State)* *(ZIP Code)*

Web Site Address:_____

Authorized Official: _____ **Title**: _____
(City manager / Executive Director / etc.)
Ph No.: (____) _____-_____
Mailing Address: _____ **Fx No.: (____) _____-_____**
(Street Address/P.O. Box) **E-Mail Address**: _____

_____
(City) *(State)* *(ZIP Code)*

Official Contact: _____ **Title:** _____
(Purchasing Agent/Auditor etc.)
Ph No.: (____) _____-_____
Mailing Address: _____ **Fx No.: (____) _____-_____**
(Street Address/P.O. Box) **Email Address**: _____

_____
(City) *(State)* *(ZIP Code)*

Official Contact: _____ **Title:** _____
(Public Works Director/Police Chief etc.)
Ph No.: (____) _____-_____
Mailing Address: _____ **Fx No.: (____) _____-_____**
(Street Address/P.O. Box) **Email Address**: _____

_____
(City) *(State)* *(ZIP Code)*

Official Contact: _____ **Title:** _____
(EMS Director/Fire Chief etc.)
Ph No.: (____) _____-_____
Mailing Address: _____ **Fx No.: (____) _____-_____**
(Street Address/P.O. Box) **Email Address**: _____

_____
(City) *(State)* *(ZIP Code)*

2011 Minnesota Statutes

471.345 UNIFORM MUNICIPAL CONTRACTING LAW.

Subdivision 1. **Municipality defined.** For purposes of this section, "municipality" means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.

Subd. 2. **Contract defined.** A "contract" means an agreement entered into by a municipality for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

Subd. 3. **Contracts over $100,000.** If the amount of the contract is estimated to exceed $100,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing contracts by the particular municipality or class thereof. With regard to repairs and maintenance of ditches, the provisions of section 103E.705, subdivisions 5, 6, and 7, apply.

Subd. 3a. **Contracts over $100,000; best value alternative.** As an alternative to the procurement method described in subdivision 3, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 4. **Contracts exceeding $25,000 but not $100,000.** If the amount of the contract is estimated to exceed $25,000 but not to exceed $100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof.

Subd. 4a. **Contracts exceeding $25,000 but not $100,000; best value alternative.** As an alternative to the procurement method described in subdivision 4, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 5. **Contracts $25,000 or less.** If the amount of the contract is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 5a. **County or town rental contracts.** If the amount of a county or town contract for the rental of equipment is estimated to be $60,000 or less, the contract may, in the discretion of the county or town board, be made by direct negotiation by obtaining two or more quotations for the rental when possible and without advertising for bids or otherwise complying with the

requirements of competitive bidding. All quotations shall be kept on file for a period of at least one year after their receipt.

Subd. 5b. **Water tank service contracts.** A municipality may, by direct negotiation or through the solicitation of requests for proposals, enter into a multiyear professional service contract for the engineering, repair, and maintenance of a water storage tank and appurtenant facilities owned, controlled, or operated by the municipality, if the contract contains:

(1) a provision that the municipality is not required to make total payments in a single year that exceed the water utility charges received by the municipality for that year;

(2) a provision requiring that the work performed be done under the review of a professional engineer licensed in the state of Minnesota attesting that the work will be performed in compliance with all applicable codes and engineering standards; and

(3) a provision that if, at the commencement of the contract, the water tank or appurtenant facilities require engineering, repair, or service in order to bring the water tank or facilities into compliance with federal, state, or local requirements, the party contracting with the municipality is responsible for providing the engineering, repair, or service. The costs to bring the water tank or facilities into compliance must be itemized separately and charged to the municipality in payments spread over a period of not less than three years from the commencement of the contract.

Subd. 6. **Applicability of other laws.** The purpose of this section is to establish for all municipalities, uniform dollar limitations upon contracts which shall or may be entered into on the basis of competitive bids, quotations or purchase or sale in the open market. To the extent inconsistent with this purpose, all laws governing contracts by a particular municipality or class thereof are superseded. In all other respects such laws shall continue applicable.

Subd. 7. **Minimum labor standards.** Nothing in this section shall be construed to prohibit any municipality from adopting rules, regulations, or ordinances which establish the prevailing wage rate as defined in section 177.42, as a minimum standard for wages and which establish the hours and working conditions prevailing for the largest number of workers engaged in the same class of labor within the area as a minimum standard for a contractor's employees which must be agreed to by any contractor before the contractor may be awarded any contract for the furnishing of any labor, material, supplies, or service.

Subd. 8. **Procurement from economically disadvantaged persons.** For purposes of this subdivision, the following terms shall have the meanings herein ascribed to them:

(a) "Small targeted group business" means businesses designated under section 16C.16.

(b) "Business entity" means an entity organized for profit, including an individual, partnership, corporation, joint venture, association, or cooperative.

Nothing in this section shall be construed to prohibit any municipality from adopting a resolution, rule, regulation, or ordinance which on an annual basis designates and sets aside for awarding to small targeted group businesses a percentage of the value of its anticipated total procurement of goods and services, including construction, and which uses either a negotiated price or bid contract procedure in the awarding of a procurement contract under a set-aside program as allowed in this subdivision, provided that any award based on a negotiated price shall

not exceed by more than five percent the municipality's estimated price for the goods and services if they were purchased on the open market and not under the set-aside program.

Subd. 9.[Repealed, 1990 c 549 s 3]

Subd. 10. **Shared hospital or ambulance service purchasing.** Supplies, materials, or equipment to be used in the operation of a hospital licensed under sections 144.50 to 144.56 or an ambulance service licensed under chapter 144E that are purchased or leased under a shared service purchasing arrangement whereby more than one hospital or ambulance service purchases supplies, materials, or equipment with one or more other hospitals or ambulance services either through one of the hospitals or ambulance services or through another entity, may be purchased without regard to the competitive bidding requirements of this section, if the following conditions are met:

(1) the hospital's or ambulance service's governing authority authorizes the arrangement;

(2) the shared services purchasing program purchases items available from more than one source on the basis of competitive bids or competitive quotations of prices; and

(3) the arrangement authorizes the hospital's or ambulance service's governing authority or its representatives to review the purchasing procedures to determine compliance with these requirements.

The shared services purchasing program may award contracts to more than one bidder if doing so does not decrease the service level or diminish the effects of competition.

Subd. 11. **Fuel contracts for generation of municipal power.** Notwithstanding the amount of the contract, any contract entered into by a municipality for the purchase of fuel required for the generation of power from municipal power plants shall be governed by subdivision 4.

Subd. 12. **Procurement from rehabilitation facilities.** Nothing in this section prohibits a municipality from adopting a resolution, rule, regulation, or ordinance that on an annual basis designates and sets aside for awarding to rehabilitation facilities as described in section 268A.06 a percentage of the value of its anticipated total procurement of goods and services, including construction, and which uses either a negotiated price or bid contract procedure in the awarding of a procurement contract under a set-aside program as allowed in this subdivision, provided that any award based on a negotiated price shall not exceed by more than five percent the municipality's estimated price for the goods and services if they were purchased on the open market and not under the set-aside program.

Subd. 13. **Energy efficiency projects.** The following definitions apply to this subdivision.

(a) "Energy conservation measure" means a training program or facility alteration designed to reduce energy consumption or operating costs and includes:

(1) insulation of the building structure and systems within the building;

(2) storm windows and doors, caulking or weatherstripping, multiglazed windows and doors, heat absorbing or heat reflective glazed and coated window and door systems, additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption;

(3) automatic energy control systems;

(4) heating, ventilating, or air conditioning system modifications or replacements;

(5) replacement or modifications of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to the applicable state or local building code for the lighting system after the proposed modifications are made;

(6) energy recovery systems;

(7) cogeneration systems that produce steam or forms of energy such as heat, as well as electricity, for use primarily within a building or complex of buildings;

(8) energy conservation measures that provide long-term operating cost reductions.

(b) "Guaranteed energy-savings contract" means a contract for the evaluation and recommendations of energy conservation measures, and for one or more energy conservation measures. The contract must provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time, but not to exceed 20 years from the date of final installation, and the savings are guaranteed to the extent necessary to make payments for the systems.

(c) "Qualified provider" means a person or business experienced in the design, implementation, and installation of energy conservation measures. A qualified provider to whom the contract is awarded shall give a sufficient bond to the municipality for its faithful performance.

Notwithstanding any law to the contrary, a municipality may enter into a guaranteed energy-savings contract with a qualified provider to significantly reduce energy or operating costs.

Before entering into a contract under this subdivision, the municipality shall provide published notice of the meeting in which it proposes to award the contract, the names of the parties to the proposed contract, and the contract's purpose.

Before installation of equipment, modification, or remodeling, the qualified provider shall first issue a report, summarizing estimates of all costs of installations, modifications, or remodeling, including costs of design, engineering, installation, maintenance, repairs, or debt service, and estimates of the amounts by which energy or operating costs will be reduced.

A guaranteed energy-savings contract that includes a written guarantee that savings will meet or exceed the cost of energy conservation measures is not subject to competitive bidding requirements of section 471.345 or other law or city charter. The contract is not subject to section 123B.52.

A municipality may enter into a guaranteed energy-savings contract with a qualified provider if, after review of the report, it finds that the amount it would spend on the energy conservation measures recommended in the report is not likely to exceed the amount to be saved in energy and operation costs over 20 years from the date of final installation if the recommendations in the report were followed, and the qualified provider provides a written guarantee that the energy or operating cost savings will meet or exceed the costs of the system. The guaranteed energy-savings contract may provide for payments over a period of time, not to exceed 20 years.

A municipality may enter into an installment payment contract for the purchase and installation of energy conservation measures. The contract must provide for payments of not less than 1/20 of the price to be paid within two years from the date of the first operation, and the remaining costs to be paid monthly, not to exceed a 20-year term from the date of final acceptance.

A municipality entering into a guaranteed energy-savings contract shall provide a copy of the contract and the report from the qualified provider to the commissioner of commerce within 30 days of the effective date of the contract.

Guaranteed energy-savings contracts may extend beyond the fiscal year in which they become effective. The municipality shall include in its annual appropriations measure for each later fiscal year any amounts payable under guaranteed energy-savings contracts during the year. Failure of a municipality to make such an appropriation does not affect the validity of the guaranteed energy-savings contract or the municipality's obligations under the contracts.

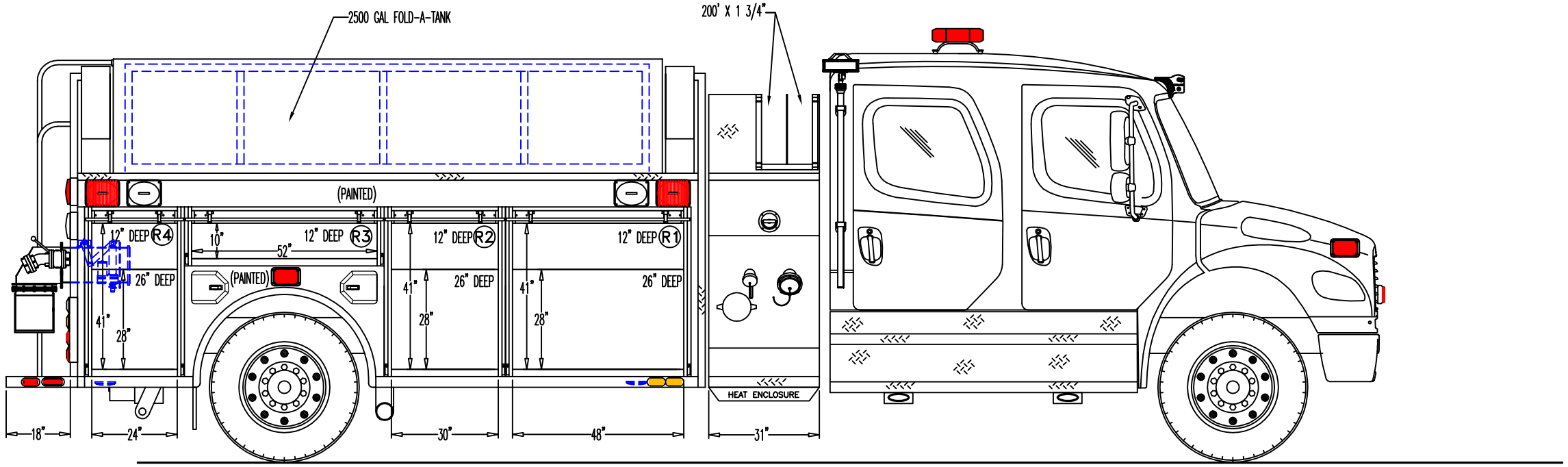
Subd. 14. **Damage awards.** In any action brought challenging the validity of a municipal contract under this section, the court shall not award, as any part of its judgment, damages, or attorney's fees, but may award an unsuccessful bidder the costs of preparing an unsuccessful bid.

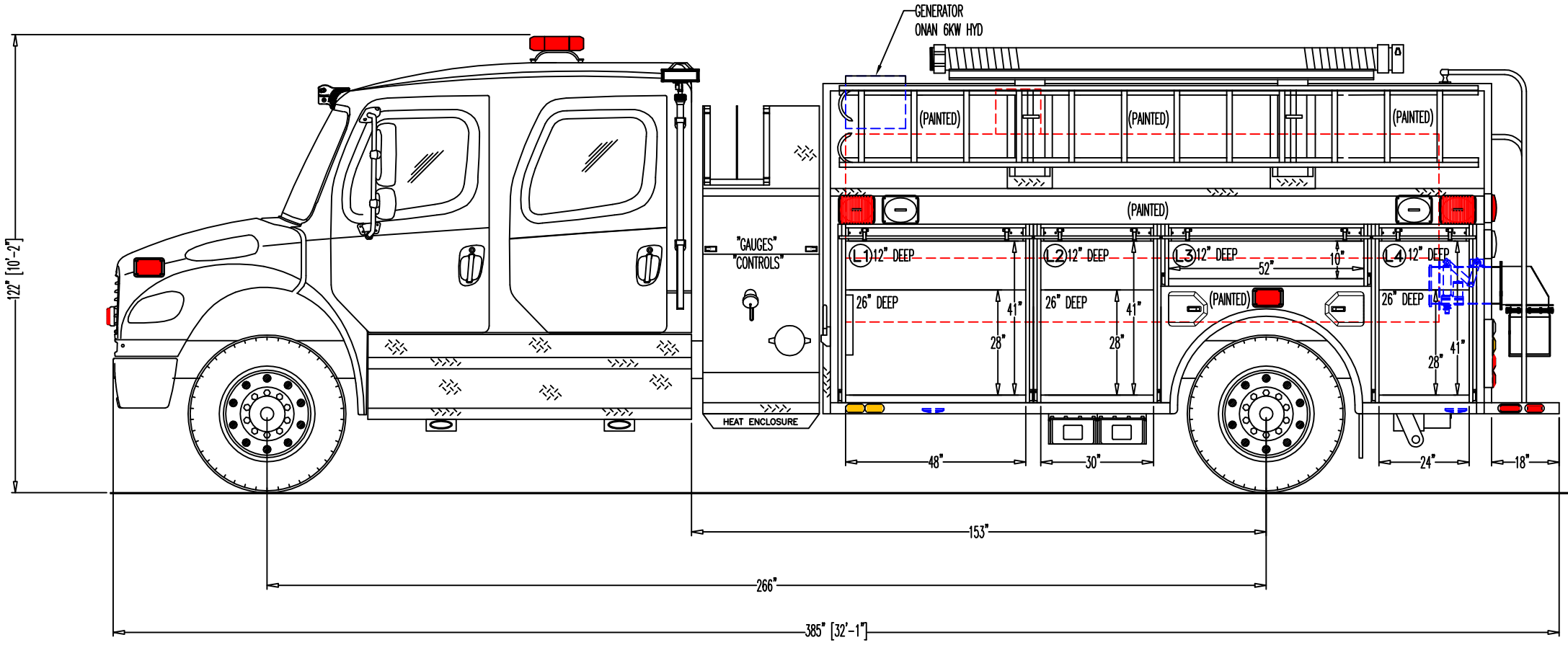
Subd. 15. **Cooperative purchasing.** (a) Municipalities may contract for the purchase of supplies, materials, or equipment by utilizing contracts that are available through the state's cooperative purchasing venture authorized by section 16C.11. For a contract estimated to exceed $25,000, a municipality must consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source.

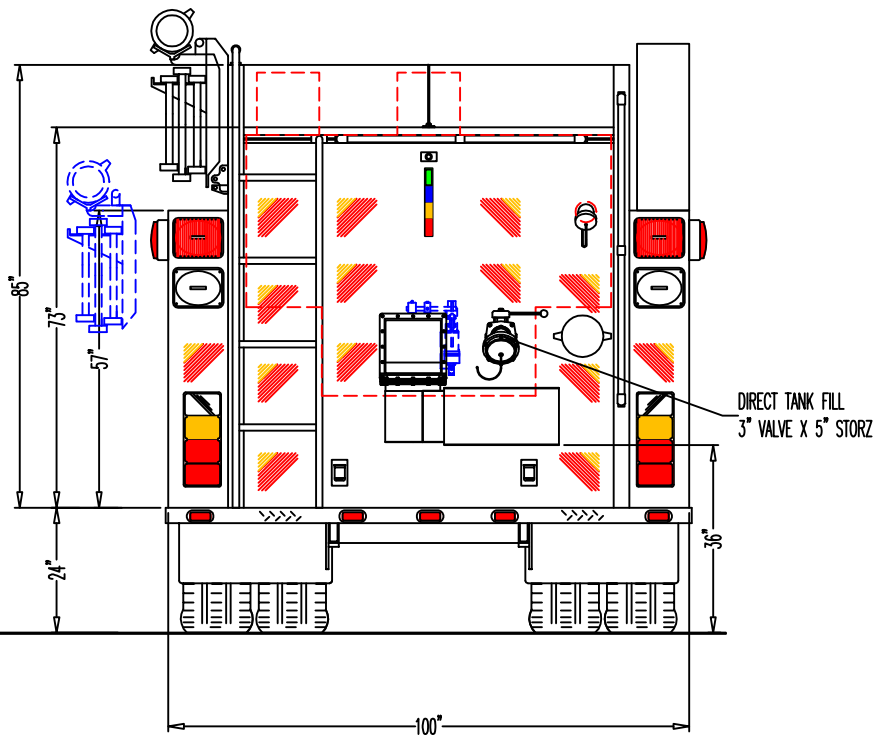
(b) If a municipality does not utilize the state's cooperative purchasing venture, a municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations.

Subd. 16. **Reverse auction.** Notwithstanding any other procedural requirements of this section, a municipality may contract to purchase supplies, materials, and equipment using an electronic purchasing process in which vendors compete to provide the supplies, materials, or equipment at the lowest selling price in an open and interactive environment. A municipality may not use this process to contract for services, as defined by section 16C.02, subdivision 17, or a service contract, as defined by section 16C.02, subdivision 16. Nothing in this subdivision must be construed to prohibit a municipality from adopting a resolution, rule, regulation, or ordinance relating to minimum labor standards under subdivision 7, or procurement from economically disadvantaged persons under subdivision 8.

Subd. 17. **Electronic sale of surplus supplies, materials, and equipment.** Notwithstanding any other procedural requirements of this section, a municipality may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused using an electronic selling process in which purchasers compete to purchase the surplus supplies, materials, or equipment at the highest purchase price in an open and interactive environment.







NOTES:
1. OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
2. DO NOT SCALE DRAWING.
3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
4. DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
5. INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.

REVISED: -	DATE: -	
REVISED: KTR	DATE: 05-22-2013	
REVISED: TAA	DATE: 09-21-2012 (REV 2)	
DRAWN: KTR	DATE: 09-21-2012 (P4224-07)	

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF ROSEBAUER. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF ROSENBAUER IS PROHIBITED.

APPROVED BY:

MAXIMUM HEIGHT	NONE
MAXIMUM LENGTH	NONE
BODY WIDTH	100"

CHASSIS: FREIGHTLINER M2 106
PUMP: WATEROUS 1250
TANK: POLY 1800 / 20 FOAM-PRO
TYPE: PUMPER
AERIAL: N/A

-PROPOSED-
RAMSEY, MN

rosenbauer

ROSENBAUER EXT

DRAWING NUMBER P4912 REV 03

Ramsey Preliminary Tanker Specifications

Exp. Date: 06/16/2013
Quote No: 284-0014
05/29/2013

PART NO	S	DESCRIPTION	QTY
		== EXT Pmpr/Tnkr Bid Prep Forms - 2013.010 01/03/13 ==	**1**
00-00-1300		Fire Department Name	1
00-00-1499		Overall Height Restriction, NONE	1
00-00-1509		Overall Length Restriction, NONE	1
00-00-1519		Overall Width Restriction, NONE	1
00-00-1529		Wheelbase Restriction, NONE	1
00-00-1539		Angle of Approach, NFPA Minimum, 8 Degrees	1
00-00-1549		Angle of Departure, NFPA Minimum, 8 Degrees	1
00-12-1100		Financial Stability Response	1
01-06-0560		Electronic Stability Control	1
		== EXT Pmpr/Tnkr Warranties-BR - 2013.010 01/03/13 ==	**1**
01-16-0150		|-- Warranty, Apparatus, Bumper to Bumper, 1 Year, BR	1
01-19-0460		|-- Warranty, Bdy, Alum, Life-Time, Transferable, BR	1
01-19-2450		|-- Warranty, Subframe, Lifetime Alum, Transferable, BR	1
01-20-0360		|-- Warranty, Paint, PPG, 10 Years, EXT, BR	1
01-21-0150		|-- Warranty, Lettering and Striping, 1 Year, BR	1
01-17-0750		|-- Pump Warranty, Waterous, 5 Years, BR	1
02-14-6250		Plmbg Warranty, Stnls Stl, 10 Years, BR	1
01-33-3300		|-- Mnls, Bdy Complete, Compact Disc Version, BR	1
01-33-5400		|-- Mnls, Elec, As Built Bdy, CD Compact Disc, BR	1
02-90-1200		Chassis, Freightliner M2 4 Dr	1
		== EXT Pmpr/Tnkr - DC Electrical System - 2013.010 01/03/13 ==	**1**
50-06-1000		Elecal, Base, Standard, Requires Load Mgmt	1
50-10-1400		|-- Load Manager, Class 1, TSM, Auto Fast Idle	1
55-11-1300		|-- Dr Open/Hazard Wrn Lt, Flashing LED Red Lens	1
50-12-2300		Swtch Console, Btwn Front Seats, Cmmrcl, EXT	1
50-15-1100		Batteries, With Supl'd Chs	1
50-15-3100		Battery Swtch, Mstr Disconnect	1
50-15-7700		Battery Chrgr/Comp, KUSS, Pump Plus 1000	1
50-16-1100		|-- Display, Universal, Bar Graph, Sngl Battery Bank	1
50-20-1500		Shore Power Inlet, KUSS Super Auto-Eject 20A	1
50-20-1120		|-- Shore Power Inlet, Left Front Cab Dr	1
50-42-2000		Air Horns, (2) Hood Mntd	1
50-43-2000		|-- Air Horn Cntrl, Driver, Horn Ring, Air/Elec	1
50-43-2300		|-- Air Horn Cntrl, Officer, Sgle Dash Swtch	1
51-00-2100		|-- 12V Power Outlet, 15A, Center Dash	1
51-00-4000		|-- Switched Power	1
		DOME-CABINET-INTERIOR-ENGINE-PUMP LtS	**1**

PART NO	S	DESCRIPTION	QTY
51-05-1100		Dome Lt, Chassis Supl'd	1
51-05-6200		Lt, Engine Cmpt, 12 Volt LED With Swtch	1
51-05-6300		Lt, Pump Cmpt, 12 Volt Incan	1
51-05-9000		|-- Switch on Light Head	1
51-20-3100		|-- Fldlt, Mntg Lctn, Front Edge Of Cab Roof	1
51-15-1290		|-- Fldlt, FRC, Evolution LED V15, 150W, Cab Roof Mnt	1
51-15-2600		|-- Fldlt, Cab Mt, Brow, Flat Brkt, FRC	1
51-20-4200		|-- Lt Swtch , Remote Lctn	1
52-01-1210		Back Up Alarm, EXT	1
52-02-1150		Back Up Camera, ASA, Color	1
52-04-1600		Handheld Sptlt, Optronics	1
52-08-1009		|-- Hand Lights, NFPA Compliance - Spl'd/Instl'd by DEPT	1
52-15-1100		Radio Antenna, Install Cstmer Supl'd, Ea	1
52-15-1500		Radio Spkr, Fire, Install Cstmer Supl'd, Ea	1
52-15-1700		Radio, Fire, Install Cstmer Supl'd	1
51-00-1700		|-- 12V Power/Ground, 30A, Radio Lctn	1
51-00-4000		|-- Switched Power	1
53-01-1200		Marker Lts, LED, DOT Requirements	1
53-02-1250		License Plate Brkt, Cast Prdts, LP0005-1 w/ LED Lt	1
53-03-0065		Whelen Rr DOT LED Ltng Pkg M6	1
53-03-2750		|-- Tail/Brake Lts, Whelen, LED, M6	1
53-04-2750		|-- Turn Signals, Whelen, LED, M6	1
53-06-3550		|-- Backup Lts, Whelen, LED, M6	1
53-07-1210		|-- Tail Lt Bezel, 4 Lts, Whln M6	1
53-05-1800		Turn Signals, Mid Bdy, LED Marker Lt	1
53-05-1800		Turn Signals, Mid Bdy, LED Marker Lt	1
54-02-1500		|-- Ground Lts, Cab, 4 Door, LED	1
54-03-1400		|-- Ground Lts, Mid Bdy, LED, Pair	1
54-03-1600		|-- Ground Lts, Rr Step, LED, Pair	1
54-04-1999		|-- Lt Swtch , Ground Lts w/ Park Brake	1
54-10-1300		Step Lt, Fxd /Fldg Step, LED, Ea	2
54-10-1450		Step Lt, Rr Tailboard, LED, Ea	2
54-11-2100		Lt Swtch , Step/Wlkwy Lts Wired Park Brake Swtch	1
54-15-4510		Scene Lt, Fire Research, LED Q65	6
54-15-5500		|-- Scene Lt Lctn, Left Side Of Bdy	2
54-15-5600		|-- Scene Lt Lctn, Right Side Of Bdy	2
54-15-5700		|-- Scene Lt Lctn, Rr Of Bdy	2
54-15-6400		|-- Scene Lt Swtch , Left Scene Lts, Cab	1
54-15-6500		|-- Scene Lt Swtch , Right Scene Lts, Cab	1
54-15-6600		|-- Scene Lt Swtch , Rr Scene Lts, Cab	1
54-15-6700		|-- Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse	1
56-01-1400		Siren, Elect, F-S PA-300-012MSC	1
56-02-1600		|-- Spkr, F-S Dynamax, ES100, 100 Watt	1
56-03-1100		|-- Spkr Lctn, Bumper, Rcsd, Center	1
		EMERGENCY LIGHTING PACKAGES	**1**

PART NO	S	DESCRIPTION	QTY
		CAB LIGHTBARS - UPPER ZONE A	**1**
57-02-1000		|-- === Whelen Lt Bars - Long ===	1
57-02-1110		|-- Lt Bar, Whelen, Ultra Freedom, #FN60VLED, LED, 60"	1
57-08-1200		|-- Traffic Emitter, 3M Opticom, Roof Mntd	1
57-10-0600		|-- Lightbar Cntrl, with Master Warning Switch	1
		REAR FACING UPPER WARN LTS - UPPER ZONE C	**1**
58-71-1770		|-- Wrn Lts, Whelen, Upper Rr (2) M9 LED	1
58-01-1100		|-- Bezels, Chrome, Wrn Lts (1 pair)	1
58-46-2100		|-- Wrn Lts, Whelen, Upper Side Front (2) M9 LED	1
58-01-1100		|-- Bezels, Chrome, Wrn Lts (1 pair)	1
58-61-2100		|-- Wrn Lts, Whelen, Upper Side Rr (2) M9 LED	1
58-01-1100		|-- Bezels, Chrome, Wrn Lts (1 pair)	1
		CAB WARNING LTS	**1**
		FRONT FACING - LOWER - CAB WRNG LTS ZONE A	**1**
58-03-2000		|-- Wrn Lts, Whelen, Low Frnt, (2) M6 LED	1
58-01-1100		|-- Bezels, Chrome, Wrn Lts (1 pair)	1
		SIDE WARN LTS - LOWER ZONE B and ZONE D	**1**
58-09-2000		|-- Wrn Lts, Whelen, Intrsct (2) M6 LED	1
58-01-1100		|-- Bezels, Chrome, Wrn Lts (1 pair)	1
58-26-2000		|-- Wrn Lts, Whelen, Low Mid Bdy (2) M6 LED	1
58-01-1100		|-- Bezels, Chrome, Wrn Lts (1 pair)	1
58-36-2000		|-- Wrn Lts, Whelen, Low Rr Side (2) M6 LED	1
58-01-1100		|-- Bezels, Chrome, Wrn Lts (1 pair)	1
58-81-2000		|-- Wrn Lts, Whelen, Low Rr (2) M6 LED	1
		== EXT SA Pmpr/Tnkr Chassis Modifictns - 2013.010 01/03/13 ==	**1**
10-01-1100		Vehicle Dimensions, Sngl Axle	1
10-02-1100		Label, Data, Fluid Levels	1
10-02-1200		Label, Data, Height x Length, Weight	1
10-02-1300		Label, Data, "No Ride" Rr Step	1
10-02-2100		Label, Indicating Number of Seats	1
10-02-2500		Label, "Caution: Do Not Wear Helmet While Seated"	1
10-03-1210		Chassis Preparation, Comm	1
10-03-6020		Tow Plates (2), Rr Frame Rail, Under Step, 3/4"x3"ID	1
80-43-2400		|-- Painting, Tow Plates, Blk	1
10-06-1310		Whl Cvrs, S/S Liner/Cvrs, Sngl Axle	1
10-06-1600		Tire Pressure Indicator, Sngl Axle	1

PART NO	S	DESCRIPTION	QTY
10-07-1200		|-- Exhaust, Extension Under RH, Bdy	1
10-07-1500		|-- Exhaust Heat Shield, Under Bdy Compts	1
10-08-1300		Mud Flaps, Front Whls, Blk, w/ Bdy	1
10-08-2100		Mud Flaps, Rr Whls, Blk, w/ Bdy	1
10-10-0600		Cab Step Overlay, 4 Dr LH Side	1
10-10-0700		Cab Step Overlay, 4 Dr RH Side	1
10-12-6200		|-- SCBA Brkt, Cab Seat, Zico "Rol-Loc", Ea	4
10-13-4200		|-- Cabinet, Notebook Style, Front Cab, Three	1
10-13-3520		|-- Exterior Finish, Cabinet, DA Sanded	1
10-13-3550		|-- Interior Finish, Cabinet, Natural	1
		== EXT Midship Pmpr/Tnkr Pump&Plumbing - 2013.010 01/03/13 ==	**1**
20-23-2200		|-- Pump, Waterous, CXC20, 1 Stage, Midship	1
20-23-2120		|-- Pump Flow Rtng, Waterous, CXC20, 1250 GPM	1
22-24-1600		|-- Intk, Gtd, 6" NST, Mnl, Bttrfly, LH Side, Bhnd Pnl	1
21-01-2500		|-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn	1
22-40-5900		|-- Adptr, LW Alum, 6"F x 5" Storz	1
22-41-7200		|-- Cap, 5" Storz, LW Alum, Lckng, w/Chain or Cable	1
22-24-3600		|-- Intk, Gtd, 6" NST, Mnl, Bttrfly, RH Side, Bhnd Pnl	1
21-01-2500		|-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn	1
22-40-5900		|-- Adptr, LW Alum, 6"F x 5" Storz	1
22-41-7200		|-- Cap, 5" Storz, LW Alum, Lckng, w/Chain or Cable	1
20-26-2200		|-- Pump Seal, Mech, Waterous	1
20-26-2400		|-- Pump Impeller, Waterous, Flame Plated Hubs	1
20-26-2600		|-- Pump Anode, Waterous, Removable	1
20-26-3200		|-- Pump Shift, Waterous, Elec/Pneumatic Operated	1
20-26-4400		|-- Pump Primer, Waterous, VPO, Oil Less, Elec, Push Button	1
20-26-4800		|-- Pump Primer, Waterous, Add'l Primer Vlv, Front/Rr Intk	1
27-10-3400		|-- Pressure Gvrnr, FRC, In-Cntrl, w/Bdy TGA300	1
		STAINLESS STEEL PUMP PLUMBING *	**1**
21-00-2000		|-- Screens/Anodes, Pump	1
21-00-3300		|-- Piping, Stnls Stl - 1250 GPM & Up	1
21-01-0200		|-- Pump Drain, Master, Manifold, Push Pull Type	1
21-01-5500		|-- Intk Manifold, Stnls Stl	1
21-01-6500		|-- Dschg Manifold, Stnls Stl	1
21-01-7100		|-- Painting, Pump & Piping, Silver	1
21-01-8100		|-- Threads, National Hose (NST)	1
22-51-5200		|-- Tank-To-Pump, Water Tank, 3" Vlv/3" Piping	1
24-62-1300		|-- Vlv Mfger, AKR, 8000, (3")	1
22-55-4012		|-- Intk Vlv Cntrl, Pull Rod, 1/4 Turn, AKR - IC	1
23-02-1400		|-- Tank Fill/Cooling Line, Water Tank, 2-1/2"	1
24-62-1250		|-- Vlv Mfger, AKR, 8000, (2-1/2")	1
22-55-4012		|-- Intk Vlv Cntrl, Pull Rod, 1/4 Turn, AKR - IC	1

PART NO	S	DESCRIPTION	QTY
20-30-3100		|-- Pump Instln, Midship Split-Shaft, By Bdy Bldr	1
20-31-1000		Fire Pump Testing - Pumpers/Tankers	1
20-31-1100		|-- Pump Test, Pumper, UL	1
20-31-1500		|-- Pump Test, Label	1
20-31-3200		Dump-Relief Vlv, Suction Side, ELK #240, NST	1
20-31-4100		Pump Cooler, Bypass-To-Tank, 3/8"	1
20-31-5100		Heat Exchanger, Engine, Hook-Up Only	1
22-25-3200		|-- Intk, Gtd, 6" NST, 5" Air Oprtd Vlv, 5" Pipe, Rr RH	1
21-01-2500		|-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn	1
22-40-5900		|-- Adptr, LW Alum, 6"F x 5" Storz	1
22-41-7200		|-- Cap, 5" Storz, LW Alum, Lckng, w/Chain or Cable	1
22-12-1100		Intk, Aux, Gtd, 2-1/2", NST, Left Side	1
21-01-2502		|-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	1
22-41-1100		|-- Plug, 2-1/2", Chrome Rocker Lug, w/Chain	1
24-62-1250		|-- Vlv Mfger, AKR, 8000, (2-1/2")	1
22-55-4050		|-- Intk Vlv Cntrl, AKR, Mnl Swing Type-Adjacent	1
23-06-2200		|-- Crosslay Dschgs, (2) 1-1/2", Over Pump Panel	1
21-01-2202		|-- Drain/Bleeder, Class 1, Automatic - Spec Only	2
24-61-1200		|-- Vlv Mfger, AKR, 8000, (2")	2
24-53-0020		|-- Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	2
27-02-1500		|-- Gauge, Dschg, Noshok, 2-1/2" 400#, WF	2
23-08-3300		|-- Crosslay Cvr, Alum T/P, Sngl, W/Vinyl End Flaps	1
23-08-4100		|-- Crosslay Rollers, "U" Shaped, Both Sides	1
23-08-5019		|-- Crosslay Dschgs, Over Pump Panel, Normal Height	1
23-09-4100		Dschg, 2-1/2", Left Side, Pump Panel	1
21-01-2502		|-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	1
24-02-1200		|-- Elbow, 2-1/2"F x 2-1/2" NST M, Chrome	1
24-03-1400		|-- Cap, 2-1/2", NST Chrome, Rocker Lug, w/Chain	1
24-61-1250		|-- Vlv Mfger, AKR, 8000, (2-1/2")	1
24-53-0020		|-- Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	1
27-02-1500		|-- Gauge, Dschg, Noshok, 2-1/2" 400#, WF	1
23-10-4100		Dschg, 2-1/2", Right Side, Pump Panel	1
21-01-2502		|-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	1
24-02-1200		|-- Elbow, 2-1/2"F x 2-1/2" NST M, Chrome	1
24-03-1400		|-- Cap, 2-1/2", NST Chrome, Rocker Lug, w/Chain	1
24-61-1250		|-- Vlv Mfger, AKR, 8000, (2-1/2")	1
24-53-0020		|-- Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	1
27-02-1500		|-- Gauge, Dschg, Noshok, 2-1/2" 400#, WF	1
23-10-5200		Dschg, 3" x 4"NST, Right Side, Pump Panel	1
21-01-2502		|-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	1
24-02-2600		|-- Elbow, LW Alum, 5" Storz x 4"F	1
24-03-2200		|-- Cap, LW Alum, 5" Storz, w/Cable	1
24-61-1300		|-- Vlv Mfger, AKR, 8000, (3")	1
24-53-0300		|-- Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR Slow Close - IC w/Gauge	1
27-02-1500		|-- Gauge, Dschg, Noshok, 2-1/2" 400#, WF	1

PART NO	S	DESCRIPTION	QTY
23-13-3200		Dschg, 2-1/2", Right Rr	1
21-01-2502		|-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	1
24-02-1200		|-- Elbow, 2-1/2"F x 2-1/2" NST M, Chrome	1
24-03-1400		|-- Cap, 2-1/2", NST Chrome, Rocker Lug, w/Chain	1
24-61-1250		|-- Vlv Mfger, AKR, 8000, (2-1/2")	1
24-53-0020		|-- Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, AKR - IC w/Gauge	1
27-02-1500		|-- Gauge, Dschg, Noshok, 2-1/2" 400#, WF	1
25-06-3100		|-- Foam Sys, F/PRO 2001, Cls A/B, 2.6G, 12V	1
25-20-1200		|-- Foam Plmbg, Sngl Class A Tank, 1" Mnl Vlv	1
25-21-1300		|-- Foam Tank, Intgrl Poly, 20 Gal, Class A	1
25-22-9300		|-- Foam Tank, UPF	1
25-23-1000		|-- Foam Tank Drain, 1" Gate Vlv, Under Tank	1
27-36-1100		|-- Foam Tank Gauge, FRC, Class A, Pump Panel	1
25-19-9000		|-- Foam System, NFPA #1901, Install Standards	1
		== EXT Pmpr/Tnkr-Side Mount Pump Cmpt - 2013.010 01/03/13 ==	**1**
26-02-2200		Pump Enc, Side Mt, Extrd Alum, 40-49"W, Crslys	1
26-30-1100		Rng Brd, LH Pump Panel, Alum T/P, SM	1
26-30-1150		Rng Brd, RH Pump Panel, Alum T/P, SM	1
26-31-1110		Gauge Panel, Upper LH, S/S, EXT	1
26-31-1300		Pump Side Access Door, Upper RH, S/S	1
26-35-3210		Pump Panel, Stnls Stl, LH/RH, SM, EXT	1
26-35-1100		|-- Pump Panel, Bltd, LH	1
26-35-1400		|-- Pump Panel, Hngd, RH	1
26-50-1200		Heater, Pump Enc, 30,000BTU, w/Swtch	1
26-50-3200		Heat Pan, Pump Enc, Midship, Slide Out Panel, Alum	1
26-55-1100		Labels, Test Data and Safety Placards	1
26-55-2410		Labels, IC Color Coded, EXT	1
26-56-1130		Pump Panel Lt, Midship LH, Low Profile, LED	1
26-56-1230		Pump Panel Lt, Midship RH, Low Profile, LED	1
26-56-2000		Pump Panel Lt, Actuated w/Pump Engagement	1
27-01-2500		|-- Mstr Gauges, Noshok, 6" PSI, Pr	1
27-01-4100		Gauge, Test Taps	1
27-35-1100		Water Tank Gauge, FRC, TankVision, Pump Panel	1
27-35-1200		|-- Water Tank Gauge, FRC, TankVision, Rr Bdy	1

PART NO	S	DESCRIPTION	QTY
33-70-4100		Handrails, Pmpr, Side Pump Panel, Vert, 12", Pair	1
		== EXT HLHD / HRHD SA Pmpr/Tnkr - 2013.010 01/03/13 ==	**1**
25-28-1430		Water Tank, 1800 Gal, Pmpr/Tnkr , Poly, T-Tank	1
25-42-1100		|-- Water Tank, Base Specs, Poly	1
25-42-1200		|-- Water Tank, Manufacturer, UPF, Poly	1
01-18-0450		|-- Warranty, Water Tank, UPF, BR	1
25-44-1720		|-- Water Tank, Fill Tower, 12" x 12", EXT	1
25-50-0500		|-- Tank Drains, EXT	1
25-50-1400		|-- Water Tank Clean-out & Plug, 3"	1
25-50-0600		|-- Direct Tank Fills, EXT	1
25-50-2800	S <	|-- Direct Tank Fill, 3" Right Rr, Hndl On Vlv 5" Storz Ebow and Cap	1
		The fill shall incorporate a 5" Storz elbow with cap and chain.	
25-62-0500		|-- Rr - Square Quick Dumps, EXT	1
25-62-1250		|-- Quick Dump, Rr 10", Extrnl Mt, EXT	1
25-61-1060		|-- Quick Dump, 10", Stnls Stl, LH Mnl Hndl, EXT	1
25-62-4300		|-- Quick Dump Chute, Rr, Swivel Dump	1
29-00-2400		Hosebed, Pmpr, <168" L, HD, 71" Wide - EXT	1
29-10-1050		Hosebed, Grating, Extrd Alum, <168" Long - EXT	1
29-10-5020		Hosebed Storage Cpcty, EXT	1
29-10-5090		|-- Hosebed, Strge Cpcty, 30 Cubic Feet, Minimum	1
29-10-8150		Hosebed, Divider, 1/4" Alum, EXT	1
29-10-8550		Hosebed, Partition, Front of Hosebed, > 48" - EXT	1
29-20-2000		Hosebed Cvr, Vinyl, <180" L, <74" W, Velcro	1
		BODY CONSTRUCTION	**1**
30-01-2000		Bdy Const - Rosenbauer EXT - SA Pmpr/Tnkr	1
30-01-2250		|-- Electrolysis Corrosion Cntrl	1
30-10-1500		|-- Sub-Frame, EXT, SA Pmpr/Tnkr	1
44-05-1200		|-- Whl Well Panel, Alum, Pntd, Sngl Axle	1
44-06-4320		|-- Fenderette, Polished Stainless Steel, EXT	1
31-01-5040		100" OAW, 12-26" Half Dpth Both Sides, HL/HR	1
31-01-5334		Pntd Roll Up Drs, Outside Cmpt, HL/HR, 160" Bdy	1
30-02-1600		|-- Drs, Roll-Up, Outside Cmpt, Specs, EXT	1
30-02-1260		|-- Dr Strap, EX-Pull Down	7
30-02-1690		|-- === NO Dr Locks, Roll-up Doors (Ea) - Pick To Select ===	6
30-02-1920		|-- Side Body Header, Alum, Pntd, EXT	1
31-01-5300		|-- Bdy, Rosenbauer EXT, Pmpr/Tnkr , 160"	1
32-05-4059	S <	|-- Cmpt Height, 57" High Left, 3/4 Side, RU Drs	1
		Compartments to have 41" useable height ahead of and behind the rear wheels. Overwheel compartments to be 10" useable height.	
32-05-5162	S	|-- Frnt of Bdy-48" Full Ht Compt-Pntd Roll Up Outside Compt	1
45-00-4225		|-- Frnt of Bdy, Left, Cmpt Provisions, EXT	1
44-40-1020		|-- Vents, Compts, Louvers (Ea)	1
45-16-1100		|-- Tool Board, Roll Out, 500#, 3/16" Alum	2
45-30-1700		|-- Turtle Tile, Floor, Cmpt, Frnt of Bdy (1/4 depth)	1
55-01-3380		|-- Cmpt Lt, Wall, OSS Value Line, 36" LED Tube Lt, (2) Ea Cmpt	1
55-06-1100		|-- Cmpt Lt, Dr Swtch, Auto, Ea	1
32-05-6262	S	|-- Ahd Rr Whls-30" Full Ht Compt-Pntd Roll Up Outside Compt	1
45-00-4425		|-- Ahd Rr Whls, Left, Cmpt Provisions, EXT	1
44-40-1020		|-- Vents, Compts, Louvers (Ea)	1
45-02-4100		|-- Shelf, Adjust, Alum 3/16", EXT	1
45-30-1125		|-- Turtle Tile, Shelves/Trays, 1/4 Depth, (each)	1

PART NO	S		DESCRIPTION	QTY
45-30-1800			|-- Turtle Tile, Floor, Cmpt, Ahd Rr Whls (1/4 depth)	1
55-01-3380			|-- Cmpt Lt, Wall, OSS Value Line, 36" LED Tube Lt, (2) Ea Cmpt	1
55-06-1100			|-- Cmpt Lt, Dr Swtch, Auto, Ea	1
32-05-7038			|-- Abv Rr Whls-52" Sngl Cmpt, No Hyd Rack-Pntd RU Outside Cmpt	1
45-00-4505			|-- Upr Hgh Sde Cmpt(s), Left, Cmpt Provisions, EXT	1
44-40-1020			|-- Vents, Compts, Louvers (Ea)	1
55-01-3350			|-- Cmpt Lt, Wall, OSS Value Line, 9" LED Tube Lt, (2) Ea Cmpt	1
55-06-1100			|-- Cmpt Lt, Dr Swtch, Auto, Ea	1
32-05-8062	S		|-- Bhd Rr Whls-24" Full Ht Cmp-Pntd Roll Up Outside	1
45-00-4625			|-- Bhnd Rr Whls, Left, Cmpt Provisions, EXT	1
44-40-1020			|-- Vents, Compts, Louvers (Ea)	1
45-02-4100			|-- Shelf, Adjust, Alum 3/16", EXT	1
45-30-1125			|-- Turtle Tile, Shelves/Trays, 1/4 Depth, (each)	1
45-30-2000			|-- Turtle Tile, Floor, Cmpt, Bhnd Rr Whls (1/4 depth)	1
55-01-3380			|-- Cmpt Lt, Wall, OSS Value Line, 36" LED Tube Lt, (2) Ea Cmpt	1
55-06-1100			|-- Cmpt Lt, Dr Swtch, Auto, Ea	1
32-06-4059	S	<	|-- Cmpt Height, 57" High Right, 3/4 Side, RU Drs	1
			Compartments to have 41" useable height ahead of and behind the rear wheels. Overwheel compartments to be 10" useable height.	
32-06-5062	S		|-- Frnt of Bdy-48" Full Ht Compt-Pntd Roll Up Outsd	1
45-00-5235			|-- Frnt of Bdy, Right, Cmpt Provisions, EXT	1
44-40-1020			|-- Vents, Compts, Louvers (Ea)	1
45-02-4100			|-- Shelf, Adjust, Alum 3/16", EXT	1
45-30-1125			|-- Turtle Tile, Shelves/Trays, 1/4 Depth, (each)	1
45-30-1700			|-- Turtle Tile, Floor, Cmpt, Frnt of Bdy (1/4 depth)	1
55-01-3380			|-- Cmpt Lt, Wall, OSS Value Line, 36" LED Tube Lt, (2) Ea Cmpt	1
55-06-1100			|-- Cmpt Lt, Dr Swtch, Auto, Ea	1
32-06-6262	S		|-- Ahd Rr Whls-30" Full Ht Compt-Pntd Roll Up Outside Compt	1
45-00-5415			|-- Ahd Rr Whls, Right, Cmpt Provisions, EXT	1
44-40-1020			|-- Vents, Compts, Louvers (Ea)	1
45-02-4100			|-- Shelf, Adjust, Alum 3/16", EXT	1
45-30-1125			|-- Turtle Tile, Shelves/Trays, 1/4 Depth, (each)	1
45-30-1800			|-- Turtle Tile, Floor, Cmpt, Ahd Rr Whls (1/4 depth)	1
55-01-3380			|-- Cmpt Lt, Wall, OSS Value Line, 36" LED Tube Lt, (2) Ea Cmpt	1
55-06-1100			|-- Cmpt Lt, Dr Swtch, Auto, Ea	1
32-06-7052			|-- Abv Rr Whls-52" Sngl Compt w/o Hyd Rack-Pntd RU Outside Cmpt	1
45-00-5505			|-- Upr Hgh Sde Cmpt(s), Right, Cmpt Provisions, EXT	1
44-40-1020			|-- Vents, Compts, Louvers (Ea)	1
55-01-3350			|-- Cmpt Lt, Wall, OSS Value Line, 9" LED Tube Lt, (2) Ea Cmpt	1
55-06-1100			|-- Cmpt Lt, Dr Swtch, Auto, Ea	1
32-06-8062	S		|-- Bhd Rr Whls-24" Full Ht Compt-Pntd Roll Up Outside Compt	1
45-00-5615			|-- Bhnd Rr Whls, Right, Cmpt Provisions, EXT	1
44-40-1020			|-- Vents, Compts, Louvers (Ea)	1
45-02-4100			|-- Shelf, Adjust, Alum 3/16", EXT	1
45-30-1125			|-- Turtle Tile, Shelves/Trays, 1/4 Depth, (each)	1
45-30-2000			|-- Turtle Tile, Floor, Cmpt, Bhnd Rr Whls (1/4 depth)	1
55-01-3380			|-- Cmpt Lt, Wall, OSS Value Line, 36" LED Tube Lt, (2) Ea Cmpt	1
55-06-1100			|-- Cmpt Lt, Dr Swtch, Auto, Ea	1
33-60-2100			Rr Bdy, Flat Back, EXT	1
32-08-5600			|-- No Rr Compt	1
33-61-1620			|-- Rr Step, EXT Bdy, Bolt-On, 18"	1
38-90-1550			|-- Access Ladder, SST Tubing, Left Rr, EXT	1
44-11-5150			Whl Well Cmpt, Ahd of Whls Left Side, EXT	1
44-10-1600			|-- Whl Well Cmpt, Sngl SCBA, Poly Tube, S/S Dr, (Fire Shopp)	1
44-11-5350			Whl Well Cmpt, Bhnd Whls Left Side, EXT	1
44-10-1600			|-- Whl Well Cmpt, Sngl SCBA, Poly Tube, S/S Dr, (Fire Shopp)	1
44-11-5550			Whl Well Cmpt, Ahd of Whls Right Side, EXT	1
44-10-1600			|-- Whl Well Cmpt, Sngl SCBA, Poly Tube, S/S Dr, (Fire Shopp)	1
44-11-5750			Whl Well Cmpt, Bhnd Whls Right Side, EXT	1
44-10-1600			|-- Whl Well Cmpt, Sngl SCBA, Poly Tube, S/S Dr, (Fire Shopp)	1

PART NO	S	DESCRIPTION	QTY
90-02-1610	S	Ladder Mtg, Zico Quic-Lift LAS, Vrtcl, Left Side, EXT	1
90-03-0220		|-- Ladders, Ground, Provd'd By Bdy Bldr, MN	1
90-03-3300		|-- Ladder, Roof, Duo-Safety, 14' Alum 775-A	1
90-06-4600		|-- Ladder, Ext, Duo-Safety, 24' Alum, 2 Sect 900-A	1
90-02-5350		Fldg Attic Ladder Mntg, On Hyd Rack-MN	1
90-03-0230		|-- Ladders, Fldg Attic, Provd'd By Bdy Bldr, MN	1
90-08-2600		|-- Ladder, Attic, Duo-Safety, 10' Alum, Fold 585-A	1
90-16-5430		Pike Pole Mtg, On Hyd Ladder Rack, Ea, EXT	2
90-16-6100		Pike Pole Provd'd By, Bdy Bldr	1
90-16-2300		|-- Pike Pole, 6' Fbgls, Round Hndl	1
90-16-2800		|-- Pike Pole, 10' Fbgls, Round Hndl	1
90-25-7330		Suction Hose Tray, On Hyd Ladder Rack, (Ea), EXT	1
90-25-9100		Suction Hose Provd'd By, Bdy Bldr, MN	1
90-25-3120		|-- Suction Hose, Flex, Kochek PVC, 6"x10'-MN	1
90-25-6100		|-- Suction Hose Cplgs, Alum, LH FM x RLM	1
90-30-4200	S	Fldg Tank Mntg, Zico Quic Lift Elec, Right Side	1
90-30-5100		Fldg Tank Provd'd By, Bdy Bldr	1
90-30-1500		|-- Fldg Water Tank, 2500 Gal, Alum Frame, 22 Oz Vinyl	1
		== EXT Pmpr/Tnkr Common Body Parts - 2013.010 01/03/13 ==	**1**
33-65-1200		|-- Steps, Fldg, Frnt, Left Hand (2)	1
33-65-1500		|-- Steps, Fldg, Frnt, Right Hand (2)	1
44-01-1400		|-- Bdy Trim, Frnt Bdy, Ht of Side Cmpts, Alum T/P	1
44-01-4020		|-- Bdy Trim, Rr Bdy, Smooth Alum for Chevron Stripe, EXT	1
33-70-2200		|-- Handrails, Pmpr, Below Hosebed, Horz, 60"	1
44-02-1120		|-- Rub Rails, Lwr Bdy, EXT, Extrd Alum	1
		UNDERBODY COMPARTMENTS	**1**
		== EXT Pmpr/Tnkr - AC Electrical System - 2013.010 01/03/13 ==	**1**
60-15-1050		=== Onan Hyd Gnrtrs - MN ===	1
60-15-1100		|-- Gnrtr, Onan Hyd, 6KW, 120/240V, 1 PH	1
60-20-3600		|-- Gnrtr Install, Fxd , Hyd Driven, Base Specs	1
60-20-4100		|-- Circuit Breaker Box, 6 to 8KW, 1 PH	1
60-20-5100		|-- Gnrtr Breaker Lctn, Side Compt	1
60-20-7100		|-- Gnrtr Instrmnt Panel Lctn, Side Cmpt	1
60-15-9300		|-- Gnrtr, Hyd, Engage By PTO Swtch in Cab	1
60-20-1400		|-- Gnrtr Mtg, Front of Hosebed	1
60-20-8300		|-- Gnrtr Wiring, Combo, SO & THHN	1
60-17-0999		=== NO Inverter - Pick To Select ===	1
60-25-1000		=== 120V Receptacles ===	1
60-25-1400		|-- Rcptcl, 120V, 20 Amp, Strght Bld, Duplex	2
60-30-2900		|-- Rcptcl Lctn, Left Rr Face, Exterior Bdy, Ea	1
60-30-3000		|-- Rcptcl Lctn, Right Rr Face, Exterior Bdy, Ea	1
60-25-9610		Shore Power Strip, 120V, 15 Amp, 4-Plug Strip Rcptcl, MN	1

PART NO	S	DESCRIPTION	QTY
62-02-5200		Fldlgt, FRC, Focus, 750W-120V, Tele, Top Raise-Sde Mnt	2
63-14-1210	S <	|-- Fldlt Lctn, TM Pump Enc, Top Raise, Both Sides	1
		Switched on the lighthead	
63-15-3420		|-- Fldlt Cntrl Swtch, Left Quartz Lts, Circuit Breaker Panel	1
63-15-3430		|-- Fldlt Cntrl Swtch, Right Quartz Lts, Circuit Breaker Panel	1
		== EXT Pmpr/Tnkr - Equipment Systems - 2013.010 01/03/13 ==	**1**
		COMPARTMENT VENTILATION SYSTEM	**1**
		== EXT SA Pmpr/Tnkr - Pnt/Ltr/Str - 2013.010 01/03/13 ==	**1**
80-05-5200		Bdy Paint, Pmpr/Tnkr, Sngl Color, EXT	1
80-32-1250		Compt Finish, DA Sanded, Up to 8 Cmpts, EXT	1
80-40-1250		Whl Finish, By Chassis Manufacturer	1
80-42-1500		Bdy Paint, Touch Up, 2 oz. Bttl, One Color	1
80-50-1200		Lettering Supl'd by Purchaser	1
80-70-1700		Stripe, Sngl Reflective, 6", Straight Design	1
80-75-1600		|-- Reflective Stripe Material, White	1
80-72-1110		Stripe, Refl, Diamond Grde, Chevron Pattern Entire Rr, EXT	1
		== EXT Pmpr/Tnkr - Loose Equipment - 2013.010 01/03/13 ==	**1**
90-01-0300		Equipment Loading Allowance of 2000#	1
90-01-5900		Whl Chocks Pair Zico #SAC-44 Fldg w/ Mts	1

PART NO	S	DESCRIPTION	QTY
90-35-1900		Emrgncy Road Kit - DOT Required	1

Prepared for:
Steve Harris
Rosenbauer Minnesota
5181 260th Street
Wyoming, MN 55092
Phone: 651-462-1000

Prepared by:
Jan Konop
I-ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107

S P E C I F I C A T I O N P R O P O S A L

	Description	Weight Front	Weight Rear
Price Level			
	M2 PRL-05M (EFF:03/8/13)		
Data Version			
	SPECPRO21 DATA RELEASE VER 012		
Vehicle Configuration			
	M2 106 CONVENTIONAL CHASSIS	5,735	3,485
	2014 MODEL YEAR SPECIFIED		
	SET BACK AXLE - TRUCK		
	STRAIGHT TRUCK PROVISION		
	LH PRIMARY STEERING LOCATION		
General Service			
	TRUCK CONFIGURATION		
	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
	FIRE SERVICE		
	EMERGENCY VEHICLES BUSINESS SEGMENT		
	FIXED LOAD COMMODITY		
	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
	MAXIMUM 8% EXPECTED GRADE		
	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
	MEDIUM TRUCK WARRANTY		
	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
	EXPECTED REAR DRIVE AXLE(S) LOAD : 31000.0 lbs		
	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 47000.0 lbs		

Prepared for:
Steve Harris
Rosenbauer Minnesota
5181 260th Street
Wyoming, MN 55092
Phone: 651-462-1000

Prepared by:
Jan Konop
I-ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107

	Description	Weight Front	Weight Rear
Truck Service			
	FIRE TANK/PUMPER - MAIN DRIVELINE DRIVEN SPLIT-SHAFT PTO/PUMP		
	EXPECTED TRUCK BODY LENGTH : 0.0 ft		
	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
	CUM ISL 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	640	30
Electronic Parameters			
	60 MPH ROAD SPEED LIMIT		
	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE ONLY ENABLED		
	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
	PTO MINIMUM RPM - 700		
	REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
Engine Equipment			
	2013 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14		
	NO 2008 CARB EMISSION CERTIFICATION		
	NO ESCALATOR		
	ENGINE MOUNTED OIL CHECK AND FILL		
	ONE PIECE VALVE COVER		
	SIDE OF HOOD AIR INTAKE WITH NFPA COMPLIANT EMBER SCREEN AND FIRE RETARDANT DONALDSON AIR CLEANER		
	DR 12V 275 AMP 40-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLTAGE SENSE	10	
	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES		
	BATTERY BOX FRAME MOUNTED		
	STANDARD BATTERY JUMPERS		

Prepared for:
Steve Harris
Rosenbauer Minnesota
5181 260th Street
Wyoming, MN 55092
Phone: 651-462-1000

Prepared by:
Jan Konop
I-ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107

	Description	Weight Front	Weight Rear
	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
	NON-POLISHED BATTERY BOX COVER		
	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
	STANDARD AIR COMPRESSOR GOVERNOR		
	AIR COMPRESSOR DISCHARGE LINE		
	GVG, FIRE AND EMERGENCY SERVICE VEHICLES ENGINE WARNING		
	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH		
	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES	10	5
	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
	STANDARD EXHAUST SYSTEM LENGTH		
	RH HORIZONTAL TAILPIPE, EXIT FORWARD OF REAR TIRES	20	20
	6 GALLON DIESEL EXHAUST FLUID TANK		
	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
	LH UNDER CAB DIESEL EXHAUST FLUID TANK LOCATION		
	STANDARD DIESEL EXHAUST FLUID TANK CAP		
	HORTON DRIVEMASTER ON/OFF FAN DRIVE		
	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
	CUMMINS SPIN ON FUEL FILTER		
	COMBINATION FULL FLOW/BYPASS OIL FILTER		
	1100 SQUARE INCH ALUMINUM RADIATOR	20	
	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		
	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		

Prepared for:
Steve Harris
Rosenbauer Minnesota
5181 260th Street
Wyoming, MN 55092
Phone: 651-462-1000

Prepared by:
Jan Konop
I-ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107

	Description	Weight Front	Weight Rear
	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
	AUXILIARY ENGINE COOLING USING WATER FROM FIRE PUMP	10	
	LOWER RADIATOR GUARD		
	NO FRONT ENGINE PTO		
	ALUMINUM FLYWHEEL HOUSING		
	ELECTRIC GRID AIR INTAKE WARMER		
	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	10	
Transmission			
	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
	NO AUXILIARY TRANSMISSION		
	WTEC CALIBRATION - 5 SPEED EVS WITH AUTO NEUTRAL (PACKAGE 198)		
	VEHICLE INTERFACE WIRING WITH BODY BUILDER CONNECTOR MOUNTED END OF FRAME		
	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB		
	(2) CUSTOMER INSTALLED MUNCIE CS10 SERIES PTO'S		
	PTO MOUNTING LH SIDE AND TOP RH SIDE OF MAIN TRANSMISSION		
	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
	TRANSMISSION PROGNOSTICS - ENABLED 2013		
	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
	MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		

Prepared for:
Steve Harris
Rosenbauer Minnesota
5181 260th Street
Wyoming, MN 55092
Phone: 651-462-1000

Prepared by:
Jan Konop
I-ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107

	Description	Weight Front	Weight Rear
	FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING		
	CONMET CAST IRON FRONT BRAKE DRUMS		
	SKF SCOTSEAL PLUS XL FRONT OIL SEALS		
	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
	STANDARD SPINDLE NUTS FOR ALL AXLES		
	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
	TRW TAS-85 POWER STEERING	40	
	POWER STEERING PUMP		
	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
	ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
	16,000# TAPERLEAF FRONT SUSPENSION	200	
	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
	RS-30-185 31,000# U-SERIES FIRE/EMERGENCY SERVICE SINGLE REAR AXLE		300
	5.38 REAR AXLE RATIO		
	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	60	60
	MERITOR 16.5X7 P CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES		50
	FIRE AND EMERGENCY SEVERE SERVICE NON-ASBESTOS REAR BRAKE LINING		
	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
	WEBB CAST IRON REAR BRAKE DRUMS		50
	REAR OIL SEALS		
	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
	ORGANIC SAE 80/90 REAR AXLE LUBE		
Rear Suspension			
	31,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD FOR FIRE/EMERGENCY SERVICE		180

Prepared for:
Steve Harris
Rosenbauer Minnesota
5181 260th Street
Wyoming, MN 55092
Phone: 651-462-1000

Prepared by:
Jan Konop
I-ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107

	Description	Weight Front	Weight Rear
	SPRING SUSPENSION - NO AXLE SPACERS		
	STANDARD U-BOLT PAD		
	FORE/AFT CONTROL RODS		
Brake System			
	AIR BRAKE PACKAGE		
	WABCO 4S/4M ABS WITH TRACTION CONTROL		
	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
	FIBER BRAID PARKING BRAKE HOSE		
	STANDARD BRAKE SYSTEM VALVES		
	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
	STD U.S. FRONT BRAKE VALVE		
	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	40	
	AIR DRYER FRAME MOUNTED		
	STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS		
	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)		
Trailer Connections			
	UPGRADED CHASSIS MULTIPLEXING UNIT		
	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
	6750MM (266 INCH) WHEELBASE		
	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	560	360
	1975MM (78 INCH) REAR FRAME OVERHANG		
	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-30	110
	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 153.2 in		
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 150.2 in		
	CALC'D FRAME LENGTH - OVERALL : 373.39		
	CALC'D SPACE AVAILABLE FOR DECKPLATE : 153.2 in		
	FRAME SPACE LH SIDE : 10166.86 in		
	FRAME SPACE RH SIDE : 10199.76 in		
	SQUARE END OF FRAME		

Prepared for:
Steve Harris
Rosenbauer Minnesota
5181 260th Street
Wyoming, MN 55092
Phone: 651-462-1000

Prepared by:
Jan Konop
I-ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107

	Description	Weight Front	Weight Rear
	FRONT CLOSING CROSSMEMBER		
	LIGHT WEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
	STANDARD REARMOST CROSSMEMBER		
	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
	FRONT TOW HOOKS - FRAME MOUNTED	15	
	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
	NO MUDFLAP BRACKETS		
	NO REAR MUDFLAPS		
	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
	NO TIRE CARRIER		
	TANK BODY 1501 TO 3000 GALLONS		
Fuel Tanks			
	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
	RECTANGULAR FUEL TANK(S)		
	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
	FUEL TANK(S) FORWARD		
	PLAIN STEP FINISH		
	FUEL TANK CAP(S)		
	ALLIANCE FUEL FILTER/WATER SEPARATOR		
	EQUIFLO INBOARD FUEL SYSTEM		
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
	FUEL COOLER MOUNTED LEFT HAND IN RAIL	10	
Tires			
	MICHELIN XZY-3 315/80R22.5 20 PLY RADIAL FRONT TIRES	80	

Prepared for:
Steve Harris
Rosenbauer Minnesota
5181 260th Street
Wyoming, MN 55092
Phone: 651-462-1000

Prepared by:
Jan Konop
I-ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107

	Description	Weight Front	Weight Rear
	MICHELIN XDY-3 315/80R22.5 20 PLY RADIAL REAR TIRES		160
	TIRE QTY - PUSHER AXLE: 0		
	TIRE QTY - TAG AXLE: 0		
Hubs			
	CONMET PRE-SET BEARING IRON FRONT HUBS		
	WEBB IRON REAR HUBS		70
Wheels			
	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	50	
	ACCURIDE 29300 22.5X9.00 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		120
	FRONT WHEEL MOUNTING NUTS		
	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
	154 INCH BBC HIGH-ROOF ALUMINUM CONVENTIONAL CREW CAB	430	250
	AIR CAB MOUNTS		
	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
	HOOD MOUNTED CHROMED PLASTIC GRILLE		
	CHROMED HOOD MOUNTED AIR INTAKE GRILLE		
	FIBERGLASS HOOD		
	SINGLE ELECTRIC HORN		
	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
	REAR LICENSE PLATE MOUNT END OF FRAME		
	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
	(5) AMBER MARKER LIGHTS		
	DAYTIME RUNNING LIGHTS		
	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
	STANDARD FRONT TURN SIGNAL LAMPS		
	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
	DOOR MOUNTED MIRRORS		
	102 INCH EQUIPMENT WIDTH		
	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
	STANDARD SIDE/REAR REFLECTORS		

Prepared for:
Steve Harris
Rosenbauer Minnesota
5181 260th Street
Wyoming, MN 55092
Phone: 651-462-1000

Prepared by:
Jan Konop
I-ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107

	Description	Weight Front	Weight Rear
	NO CAB MOUNTED STEPS		
	63X14 INCH TINTED REAR WINDOW		
	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
	MANUAL DOOR WINDOW REGULATORS		
	TINTED WINDSHIELD		
	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
	OPAL GRAY VINYL INTERIOR		
	MOLDED PLASTIC DOOR PANEL		
	MOLDED PLASTIC DOOR PANEL		
	BLACK MATS WITH SINGLE INSULATION		
	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
	IN DASH STORAGE BIN		
	(2) CUP HOLDERS LH AND RH DASH		
	GRAY/CHARCOAL FLAT DASH		
	HEATER, DEFROSTER AND AIR CONDITIONER	70	
	STANDARD HVAC DUCTING		
	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
	STANDARD HEATER PLUMBING		
	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
	BINARY CONTROL, R-134A		
	PREMIUM INSULATION		
	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
	DOOR ACTIVATED DOME/RED MAP LIGHTS, FORWARD LH AND RH AND REAR LH, RH AND CENTER		
	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
	SEATS INC 911 UNIVERSAL SERIES HIGH BACK NON SUSPENSION DRIVER SEAT WITH FORE/AFT ADJUSTMENT, UNDERSEAT STORAGE AND NFPA 1901-2009 COMPLIANT SEAT SENSOR	60	

	Description	Weight Front	Weight Rear
	SEATS INC 911 UNIVERSAL SERIES SCBA NON SUSPENSION PASSENGER SEAT WITH UNDERSEAT STORAGE AND NFPA 1901-2009 COMPLIANT SEAT SENSOR	40	15
	SEATS INC 911 UNIVERSAL SERIES SCBA NON SUSPENSION LH, RH AND CENTER REAR PASSENGER SEATS WITH UNDER SEAT STORAGE AND NFPA 1901-2009 COMPLIANT SEAT SENSOR	60	25
	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
	BLACK CORDURA PLUS CLOTH REAR PASSENGER SEAT COVER		
	3 POINT HIGH VISIBILITY ORANGE RETRACTOR DRIVER, RH FRONT AND LH, CENTER AND RH REAR PASSENGER SEAT BELTS WITH NFPA 1901-2009 COMPLIANT SENSOR AND DASH HARNESS		
	FIXED STEERING COLUMN		
	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
	GRAY DRIVER INSTRUMENT PANEL		
	GRAY CENTER INSTRUMENT PANEL		
	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
	BLACK GAUGE BEZELS		
	LOW AIR PRESSURE LIGHT AND BUZZER		
	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
	ENGINE COMPARTMENT MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS, WITH WARNING LIGHT IN DASH		
	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
	ODOMETER/TRIP/HOUR/DIAGNOSTIC/VOLTAGE DISPLAY: 1X7 CHARACTER, 26 WARNING LAMPS, DATA LINKED, ICU3		
	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH		

Prepared for:
Steve Harris
Rosenbauer Minnesota
5181 260th Street
Wyoming, MN 55092
Phone: 651-462-1000

Prepared by:
Jan Konop
I-ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107

	Description	Weight Front	Weight Rear
	2 INCH ELECTRIC FUEL GAUGE		
	ENGINE REMOTE INTERFACE NOT CONFIGURED		
	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		
	NO CUSTOMER DEFINED WIRING FUNCTION		
	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
	ENHANCED STABILITY CONTROL		
	ELECTRIC ENGINE OIL PRESSURE GAUGE		
	OVERHEAD INSTRUMENT PANEL		
	NO RADIO		
	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
	STANDARD VEHICLE SPEED SENSOR		
	ELECTRONIC 3000 RPM TACHOMETER		
	IDLE LIMITER, ELECTRONIC ENGINE		
	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
	ONE VALVE PARK BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design			
	PAINT: ONE SOLID COLOR		
Color			
	CAB COLOR A: L2225EB CANDY APPLE RED ELITE BC		

Prepared for:
Steve Harris
Rosenbauer Minnesota
5181 260th Street
Wyoming, MN 55092
Phone: 651-462-1000

Prepared by:
Jan Konop
I-ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107

	Description	Weight Front	Weight Rear
	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
	FRONT WHEEL PAINT: N2225EA CANDY APPLE RED ELITE SS		
	REAR WHEEL PAINT: N2225EA CANDY APPLE RED ELITE SS		

Certification / Compliance

U.S. FMVSS CERTIFICATION

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight[+]	8576 lbs	5350 lbs	13926 lbs
Dealer Installed Options	2 lbs	0 lbs	2 lbs
Total Weight[+]	8578 lbs	5350 lbs	13928 lbs

Dealer Installed Options

	Weight Front	Weight Rear
WELDON VDR AND DISPLAY INSTALLED AT ISTATE TRUCK CENTER	2	0
Total Dealer Installed Options	2 lbs	0 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

Edina FD Marty Scheerer 953.292.6555
Rosemount FD Jim Voelker 612.414.0721
Stillwater FD Stuart Glaser 651.351.4951
Victoria FD Brian Pulvermacher 612.868.5681
St Louis Park FD Mark Windschitl 952.924.2169
Maple Grove FD Scott Anderson 612.868.9210
Eagles Nest FD (Ely MN) Jim Sutherland 218.365.4573
Pelican Rapids FD Treaver Steeves 888.450.4168
Winona FD Ed Krall 507.457.8266
Savage FD Joel McColl 952.292.3130
Fairmont FD Bob Atzenhoefer 507.238.4461
Kasson FD Chris Seljan 507.884.0004
Hibbing FD Andy Anderson 218.208.7136
East Bethel FD Mark DuCharme 612.328.6833
MAC (Minneapolis Airport Commission) Mike Ryan 612.618.8031
Oak Grove FD Curt Hallerman 763.528.0733
Willmar FD Rick Johnson 320.235.1354
Bayport FD Allen Eisinger 651.260.6936
Fridley FD John Crelli 763.238.8087

CC Regular Session **7. 5.**

Meeting Date: 06/25/2013

By: Tim Gladhill, Community Development

Information

Title:

Consider Conveying Easements to Great River Energy on Outlot E, Business Park 95 2nd Addition (Identified as Parcel #3) and on Portions of a Parcel on or near Rivers Bend Park along Bunker Lake Boulevard (Identified as Parcel #28); Case of Great River Energy (Portions May Be Closed to the Public)

Background:

On August 24, 2012, the Public Utilities Commission has granted approval to Great River Energy for a transmission line upgrade project that impacts portions of Ramsey. Copies of route maps and the environmental review document are attached for review. According to Great River Energy, the project is necessary to ensure consistent, reliable service and capacity of the electrical grid. Generally speaking, the project connects an electrical substation in Coon Rapids (Crooked Lake Substation) to Anoka (Enterprise Park Substation) with a 115 kV transmission line. The policy question before the City Council is not to comment on the future route, but to consider an offer to purchase an easement for purposes of siting transmission line structures, consistent with approve Route Permit for Great River Energy.

In addition to an upgraded electrical transmission line, there are parcels that the City either owns fee-title to, or has easement rights to that will be impacted by the transmission line project. With that in mind, Great River Energy is requesting that the City convey easements on two (2) parcels. Parcel #3 is legally described as Outlot E, Business Park 95 2nd Addition, located on the eastern boundary of Ramsey adjacent to the city of Anoka. This parcel is located adjacent to the Enterprise Park Substation, located adjacent to the city of Anoka water tower. Parcel #28 is legally described as a portion of Government Lot 3, Township 32, Section 25, Range 25 and is commonly known as Rivers Bend Park.

Great River Energy is offering to purchase a utility easement on Parcel #3 (Outlot E) for $10,454.00. Great River Energy is offering to purchase a utility easement on Parcel #28 (Rivers Bend Park) for $38,551.

Notification:

No notification is required.

Observations:

The City has participated and commented during the public input process on a number of occasions. The City worked with Great River Energy on a number of occasions to explore alternative routes. The attached environmental review document provides specific findings on the selection of the preferred route. As it relates to the route through Ramsey, the City Council originally requested that Great River Energy consider the Highway 10 corridor as the preferred alignment. However, according to Great River Energy, due to spacing, infrastructure conflicts, and right of way management issues, Great River Energy did not select this as an acceptable route. The preferred route was then approved by the Public Utilities Commission.

In addition, the cities of Ramsey and Anoka spend a considerable amount of time discussing how the transmission line will cross the Rum River. Ramsey desired an alignment that protected the active use area of Rivers Bend Park, south of Bunker Lake Boulevard, that also protected a stand of mature trees. Anoka desired a location that would not negatively impact future development on the north side of Bunker Lake Boulevard. The final alignment will be slightly revised from shown on the attached maps. The transmission line is proposed to cross the Rum River on the south side of Bunker Lake Boulevard, then immediately cross Bunker Lake Boulevard to the north to avoid the active portion of Rivers Bend Park. Staff recommends that the location of Option C in the attached 116 KV (Rum River Crossing) map is acceptable. Option B would be the preferred option that balances the goals of both cities;

however existing regulations prevent the crossing of the bridge deck across the Rum River as indicated in Option B. The larger 'A-Frame' structures will be necessary for this connection.

Staff recommends that the location of the easement on Parcel 3 is acceptable, provided that the planned infrastructure does not preclude future connections.

Alternatives

Alternative #1 - Approve request as presented. This alternative will secure the necessary legal documentation for the project to proceed.

Alternative #2 - Submit counter offer to proposal as presented. If the City Council desires to submit a counter proposal, Staff recommends that the City Council discuss the request in closed session. The policy question would be limited to the amount offered to secure the easements.

Alternative #3 - Reject request as presented. Staff does not recommend this alternative. As the route has been approved by the Public Utilities Commission, it is anticipated that Great River Energy could utilize condemnation to secure the necessary easement if a friendly acquisition is not achieved.

Recommendation:

Staff recommends approval of the location of the easements, subject to ensuring that the location of improvements does not prohibit future connections and improvements. It does not appear that the locations would prohibit future connections. If the City Council would like to discuss a counter-offer, Staff recommends discussing the request in closed session to discuss the offer price for the two (2) easements. As a reminder, the policy question is limited to acquisition price and not approving/rejecting the approved route.

Funding Source:

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

Council Action:

Motion to adopt Resolution #13-06-114 granting easements to Great River Energy.

Attachments

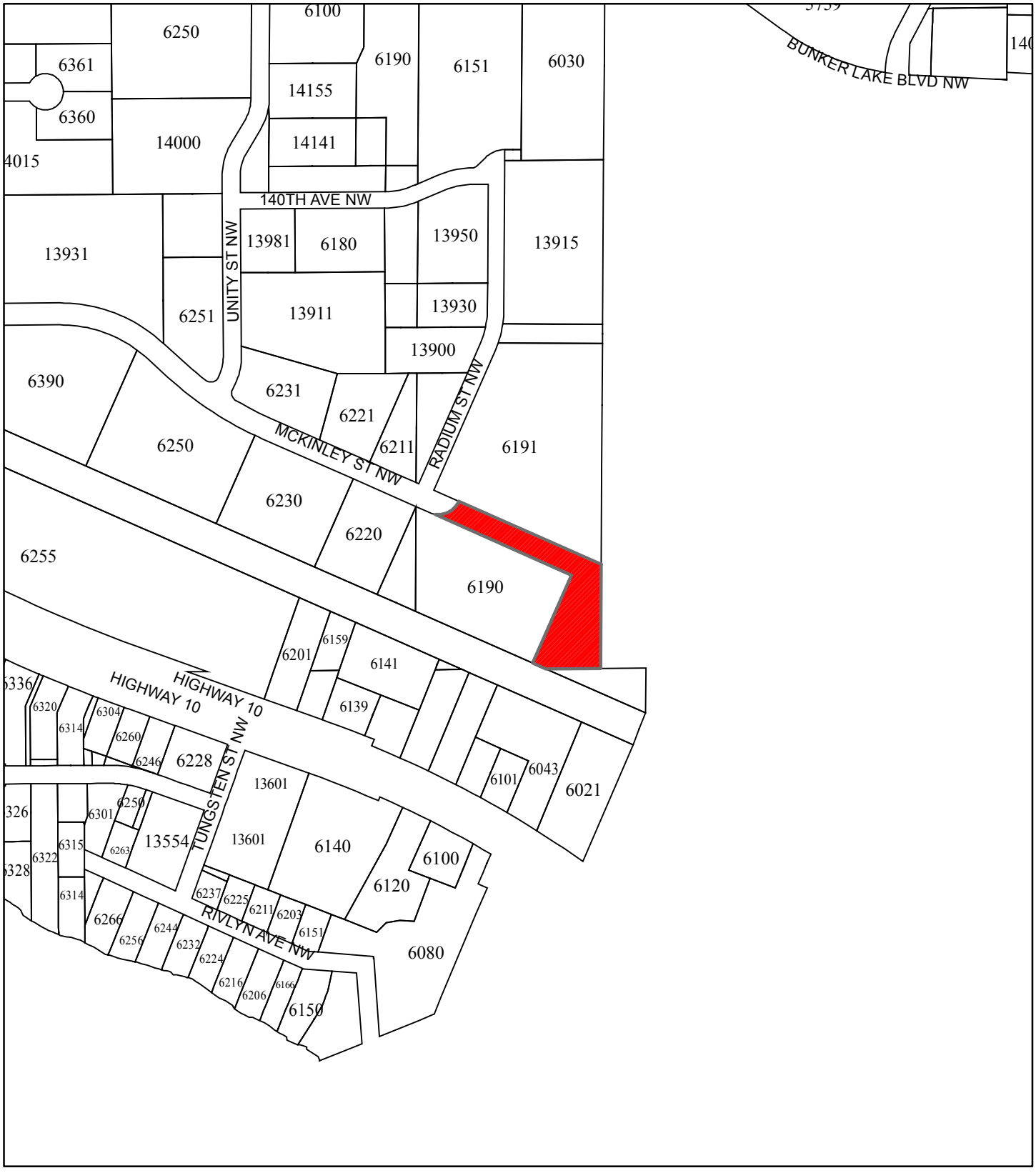
Site Location Map - Parcel 3
Aerial Photo - Parcel 3
Site Location Map - Parcel 28
Aerial Photo - Parcel 28
Route Maps 1
Route Maps 2
Rum River Crossing
Transmission Line Structure Schematics
Transmission Line Structure Photos
Environmental Review Document
Proposed Parcel 3 Easement
Purchase Offer - Parcel 3
Proposed Parcel 28 Easement
Purchase Offer - Parcel 28
Resolution Granting Easement

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	06/19/2013 04:11 PM
Bruce Westby	Tim Gladhill	06/19/2013 04:57 PM
Tim Gladhill	Tim Gladhill	06/19/2013 04:59 PM
Grant Riemer	Grant Riemer	06/19/2013 05:26 PM
Bruce Westby	Bruce Westby	06/20/2013 12:16 PM
Kurt Ulrich	Kurt Ulrich	06/20/2013 04:28 PM

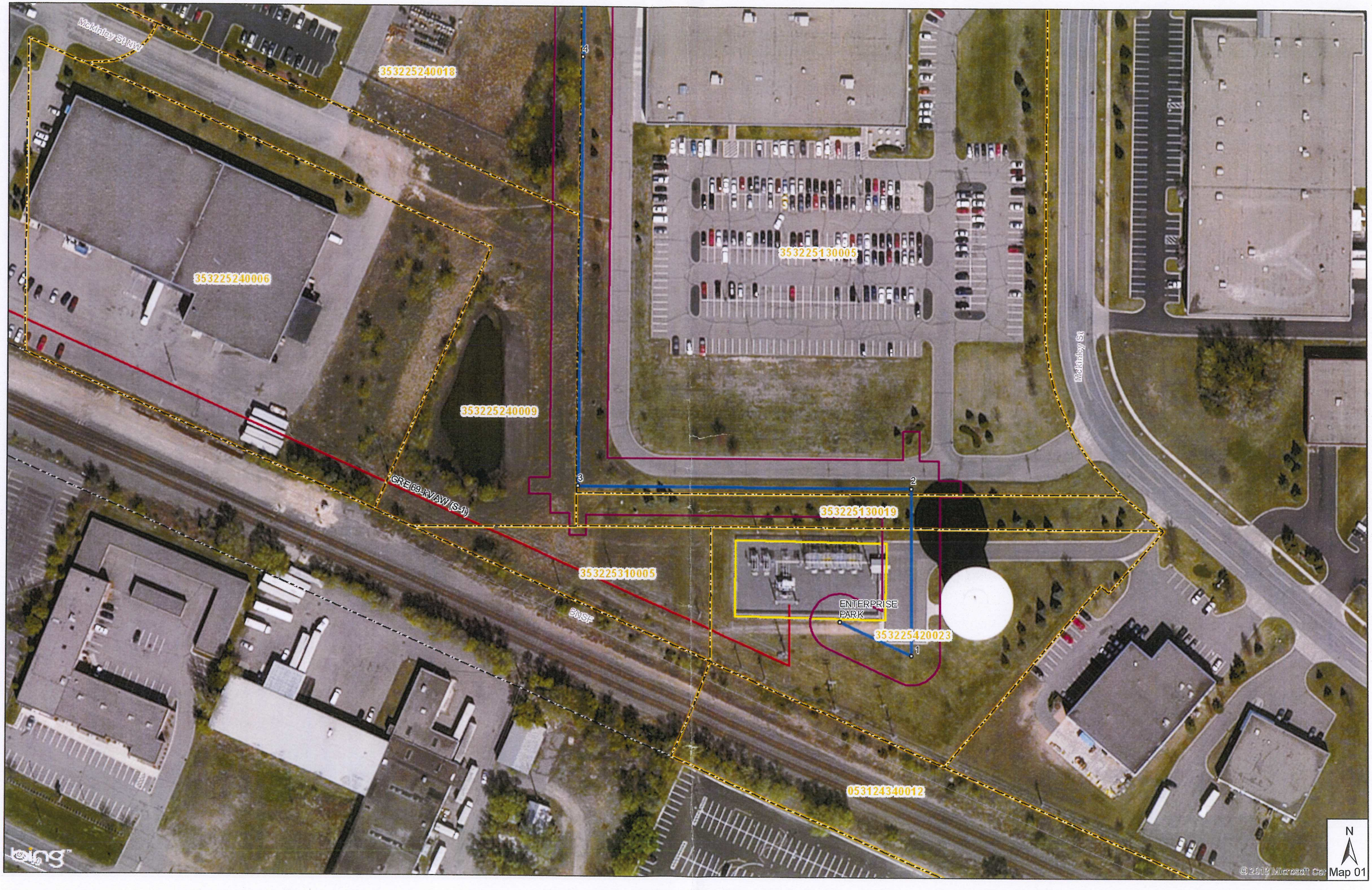
Form Started By: Tim Gladhill Started On: 06/14/2013 09:02 AM

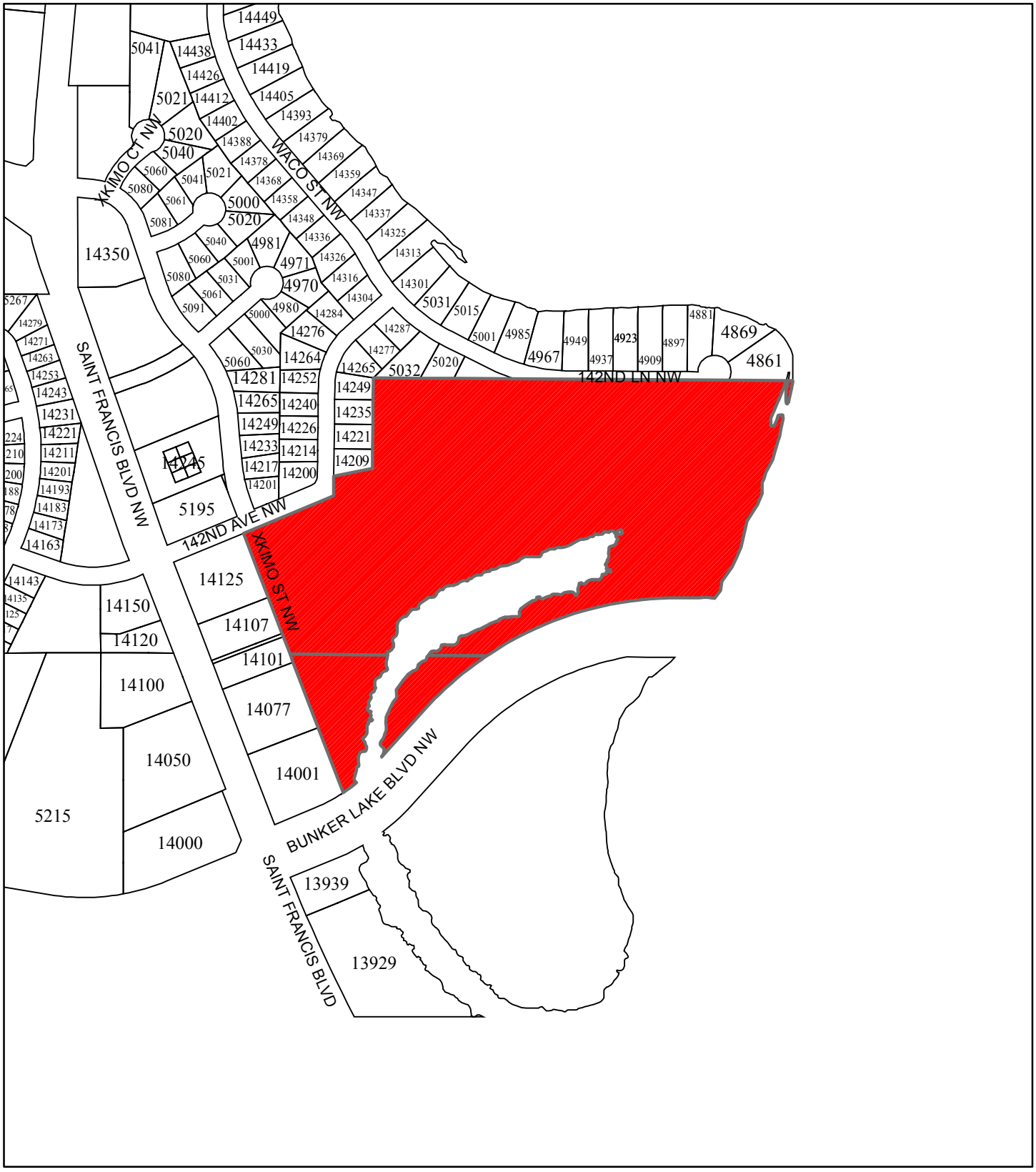
Final Approval Date: 06/20/2013



City of RAMSEY

Great River Energy Easement Request Parcel 3


McKinley St NW
353225240018
353225240006
353225240009
GRE 69-kV AW (S-1)
353225310005
BNSF
353225130005
McKinley St
353225130019
ENTERPRISE PARK
353225420023
053124340012
4
3
2
1
N
Map 01



City of RAMSEY

Great River Energy Easement Request Parcel 28

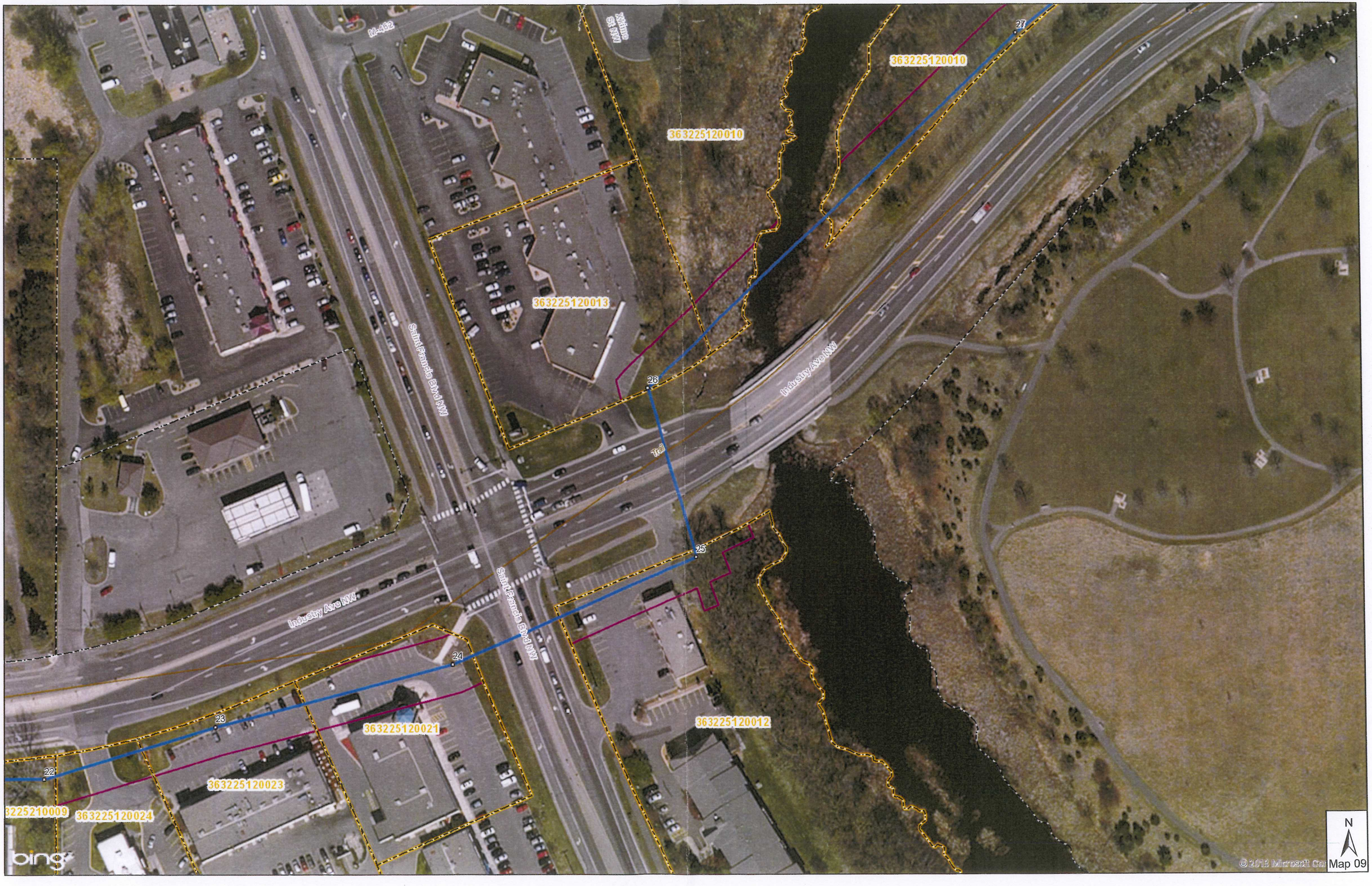
Legend

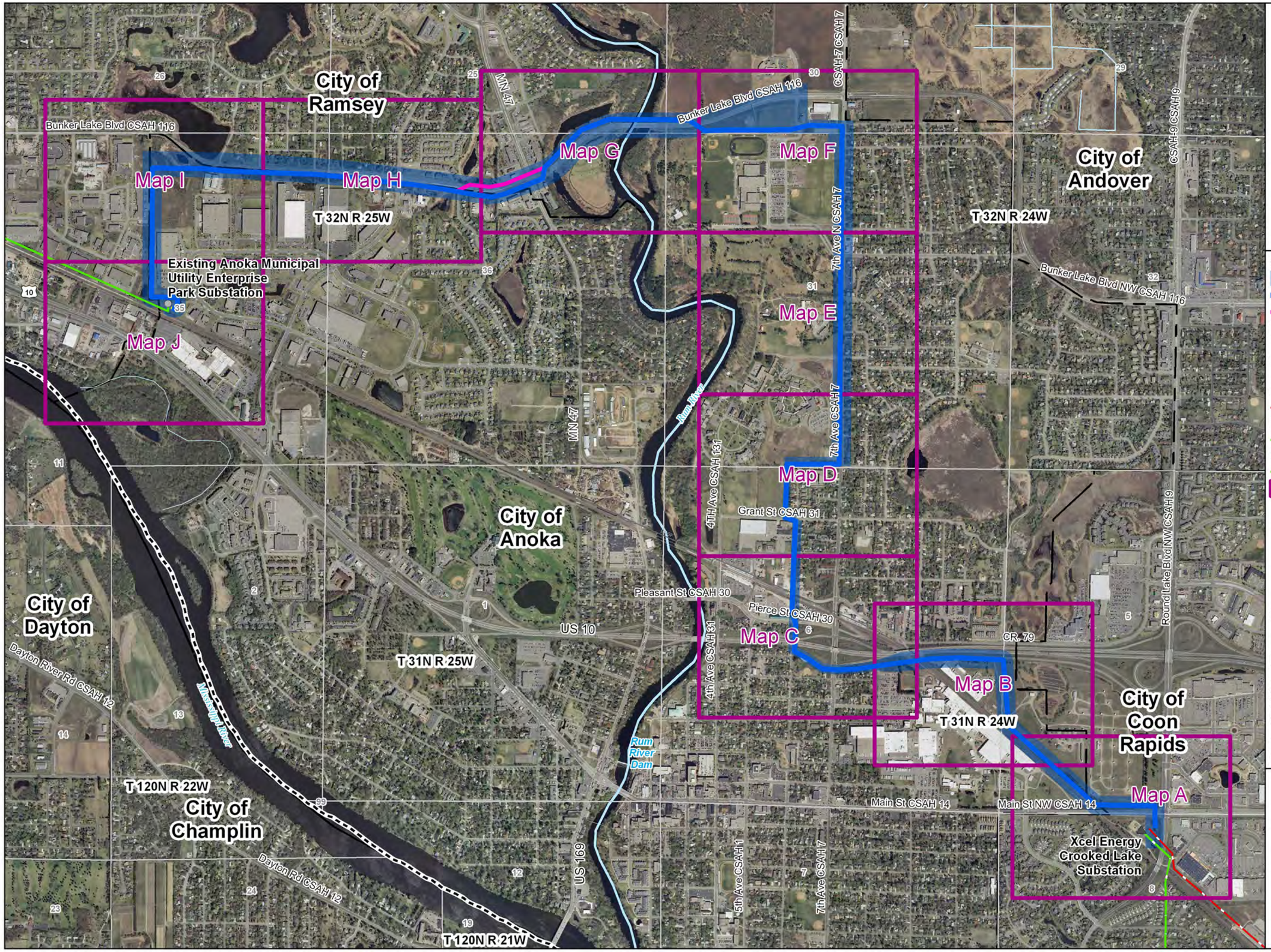
Site

Parcels

N

0 625 1,250 Feet


363225120010
363225120010
363225120013
363225120021
363225120012
363225120023
363225120024
Industry Ave NW
Santa Francis Blvd NW
Trail
26
27
25
24
23
22
N
Map 09



GREAT RIVER ENERGY®

A Touchstone Energy® Cooperative

Great River Energy
- Proposed Route
- Conceptual Alignment
- Conceptual Alternate Alignment

Existing Anoka Municipal Utility (AMU)
- Distribution Substation

Existing Xcel Energy (XE)
- Transmission Substation

Existing Great River Energy (GRE)
- 115 kV AC Transmission

Existing Anoka Municipal Utility (AMU)
- 69 kV Transmission Line

Existing Xcel Energy (XE)
- 115 kV Transmission Line
- Map Key

0 1,000 2,000 Feet

N

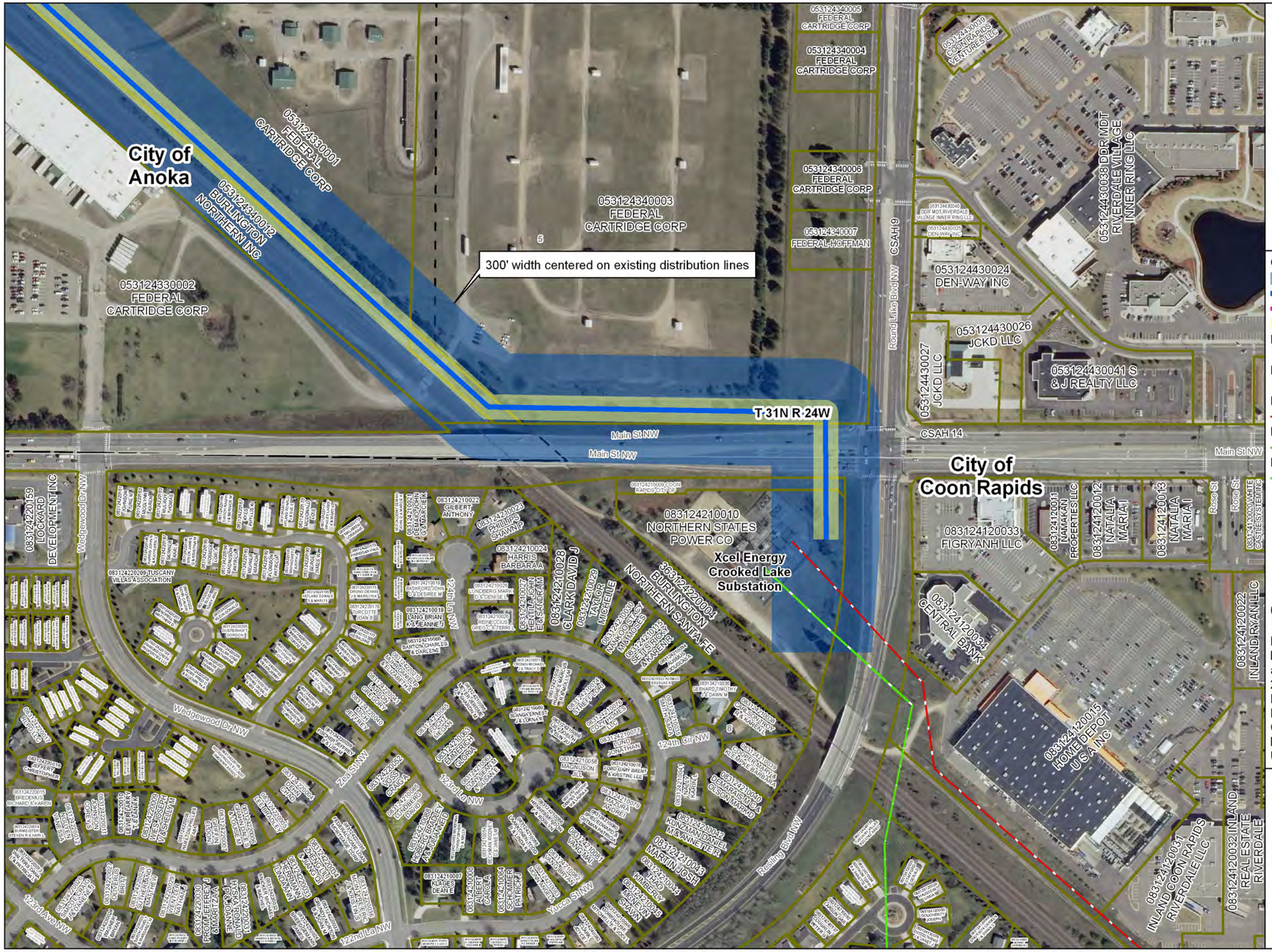
Data Sources Vary Between MNDOT, MNDNR, MNGEO and Great River Energy.
2010 Color Orthophotos from Farm Services Administration.

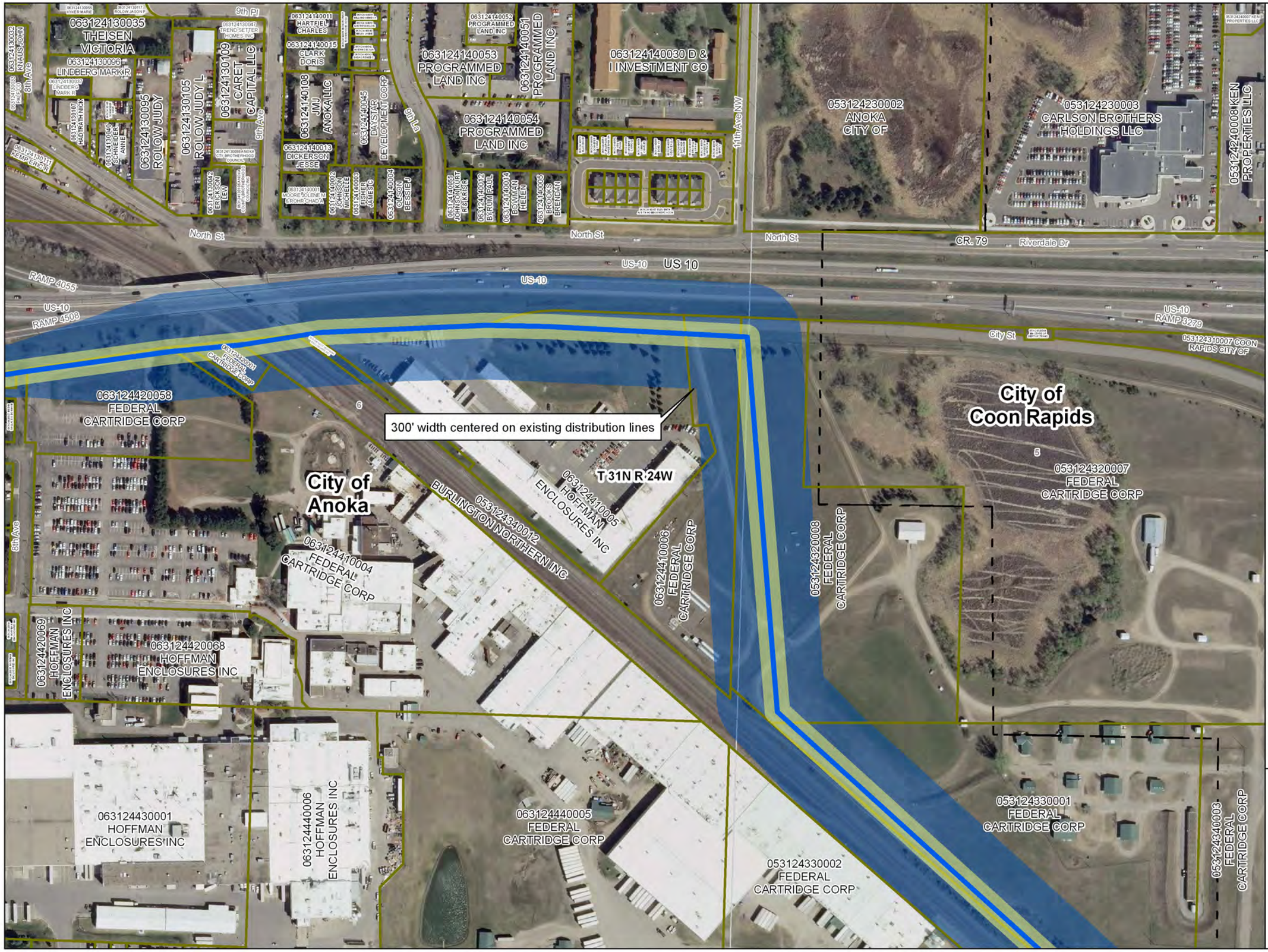
Map Projection:
UTM, NAD83, Zone15, Meters

Enterprise Park 115-kV Project Figure 4-1

Proposed Route Map Key

Updated: 9/30/2011


City of Anoka
053124330001 FEDERAL CARTRIDGE CORP
053124340012 BURLINGTON NORTHERN INC
053124330002 FEDERAL CARTRIDGE CORP
053124340003 FEDERAL CARTRIDGE CORP
053124340005 FEDERAL CARTRIDGE CORP
053124340004 FEDERAL CARTRIDGE CORP
053124340006 FEDERAL CARTRIDGE CORP
053124340007 FEDERAL-HOFFMAN
300' width centered on existing distribution lines
T-31N R-24W
Main St NW
Main St NW
CSAH 9
Round Lake Blvd NW
053124430039 COON RAPIDS VENTURES LLC
053124430038 DDR MDT RIVERDALE VILLAGE INNER RING LLC
053124430040 DDR MDT RIVERDALE VILLAGE INNER RING LLC
053124430025 DEN-WAY INC
053124430024 DEN-WAY INC
053124430026 JCKD LLC
053124430027 JCKD LLC
053124430041 S & J REALTY LLC
CSAH 14
Main St NW
City of Coon Rapids
083124210010 NORTHERN STATES POWER CO
Xcel Energy Crooked Lake Substation
363124220004 BURLINGTON NORTHERN SANTA FE
083124120033 FIGRYANH LLC
083124120011 NAMAKAN PROPERTIES LLC
083124120012 NATALIA MARIA I
083124120013 NATALIA MARIA I
Rose St
Rose St
083124120020 WHITE CASTLE SYSTEMS INC
083124120034 CENTRAL BANK
083124120022 INLAND RYAN LLC
083124120015 HOME DEPOT USA INC
083124120032 INLAND REAL ESTATE RIVERDALE
083124120031 INLAND COON RAPIDS RIVERDALE LLC
083124220159 LOCKARD DEVELOPMENT INC
Wedgewood Dr NW
083124220209 TUSCANY VILLAS ASSOCIATION
124th Ln NW
124th Cir NW
Wedgewood Dr NW
Zeo St NW
123rd Ln NW
123rd Ave NW
122nd Ln NW
Yucca St NW
Reeling Blvd NW
083124210022 GILBERT ANTHONY
083124210023 PHILLIPS SHAWN P
083124210024 HARRIS BARBARA A
083124210028 CLARK DAVID J
083124210029 TAYLOR MICHELLE
083124210027 HETTLER JOHN E & SANDRA M
083124210026 LINDBERG MARK D & DENISE L
083124210025 REINECCIUS GREG C & TERRI L
083124210019 LANG BRIAN K & JEANNE J
083124210018 BASHFORD JOHN C & DESIREE M
083124210021 DEMAROIS JOHN G & MARCIE K
083124210009 COON RAPIDS CITY OF
083124210052 KOSS GRACE A
083124210053 LINDBERG DAVID
083124210038 ROBERG BRADLEY A & JULIANNE D
083124210039 SUMMERFIELD GLORIA
083124210040 SUMMERFIELD CHRISTINE
083124210041 SUMMERFIELD CHRISTINE
083124210042 KUNEMAN DANIEL M & ANNE T
083124210043 MARTIN JOSH
083124210044 HO KIMBERLY
083124210045 MCKELVEY SHAWN
083124210046 VANG MAI
083124210047 VANG MAI
083124210048 VANG MAI
083124210049 VANG MAI
083124210050 VANG MAI
083124210051 VANG MAI
083124210052 VANG MAI
083124210053 VANG MAI
083124210054 VANG MAI
083124210055 VANG MAI
083124210056 VANG MAI
083124210057 VANG MAI
083124210058 MAGNUSON JILL
083124210059 VANG MAI
083124210060 STANGA ERNEST J & LORNA K
083124210061 VANG MAI
083124210062 VANG MAI
083124210063 VANG MAI
083124210064 VANG MAI
083124210065 VANG MAI
083124210066 VANG MAI
083124210067 VANG MAI
083124210068 VANG MAI
083124210069 VANG MAI
083124210070 VANG MAI
083124210071 VANG MAI
083124210072 VANG MAI
083124210073 VANG MAI
083124210074 VANG MAI
083124210075 VANG MAI
083124210076 SHEPHERD GOODMOMES INC
083124210077 LUND JONATHAN
083124210078 FORD GARY BRENT & KRISTINE LEE
083124210079 VANG MAI
083124210080 VANG MAI
083124210081 VANG MAI
083124210082 VANG MAI
083124210083 VANG MAI
083124210084 VANG MAI
083124210085 VANG MAI
083124210086 VANG MAI
083124210087 VANG MAI
083124210088 VANG MAI
083124210089 VANG MAI
083124210090 VANG MAI
083124210091 VANG MAI



GREAT RIVER ENERGY®

A Touchstone Energy® Cooperative

Great River Energy
- Proposed Route
- Conceptual Alignment
- Conceptual Alternate Alignment
- Easement Area (70 ft)

Existing Anoka Municipal Utility (AMU)
- Distribution Substation

Existing Xcel Energy (XE)
- Transmission Substation

Existing Great River Energy (GRE)
- 115 kV AC Transmission

Existing Anoka Municipal Utility (AMU)
- 69 kV Transmission Line

Existing Xcel Energy (XE)
- 115 kV Transmission Line

N

0 100 200 300 400 Feet

Data Sources Vary Between MNDOT, MNDNR, MNGEO and Great River Energy.
2010 Color Orthophotos from Farm Services Administration.
Parcel Data from Anoka County GIS.
Map Projection: UTM, NAD83, Zone15, Meters

Enterprise Park 115-kV Project
Figure 4-1B

Proposed Route Map B

Updated: 9/30/2011

GREAT RIVER ENERGY®

A Touchstone Energy® Cooperative

Great River Energy
- Proposed Route
- Conceptual Alignment
- Conceptual Alternate Proposed Alignment
- Easement Area (70 ft)

Existing Anoka Municipal Utility (AMU)
- Distribution Substation

Existing Xcel Energy (XE)
- Transmission Substation

Existing Great River Energy (GRE)
- 115 kV AC Transmission

Existing Anoka Municipal Utility (AMU)
- 69 kV Transmission Line

Existing Xcel Energy (XE)
- 115 kV Transmission Line

0 100 200 300 400 Feet

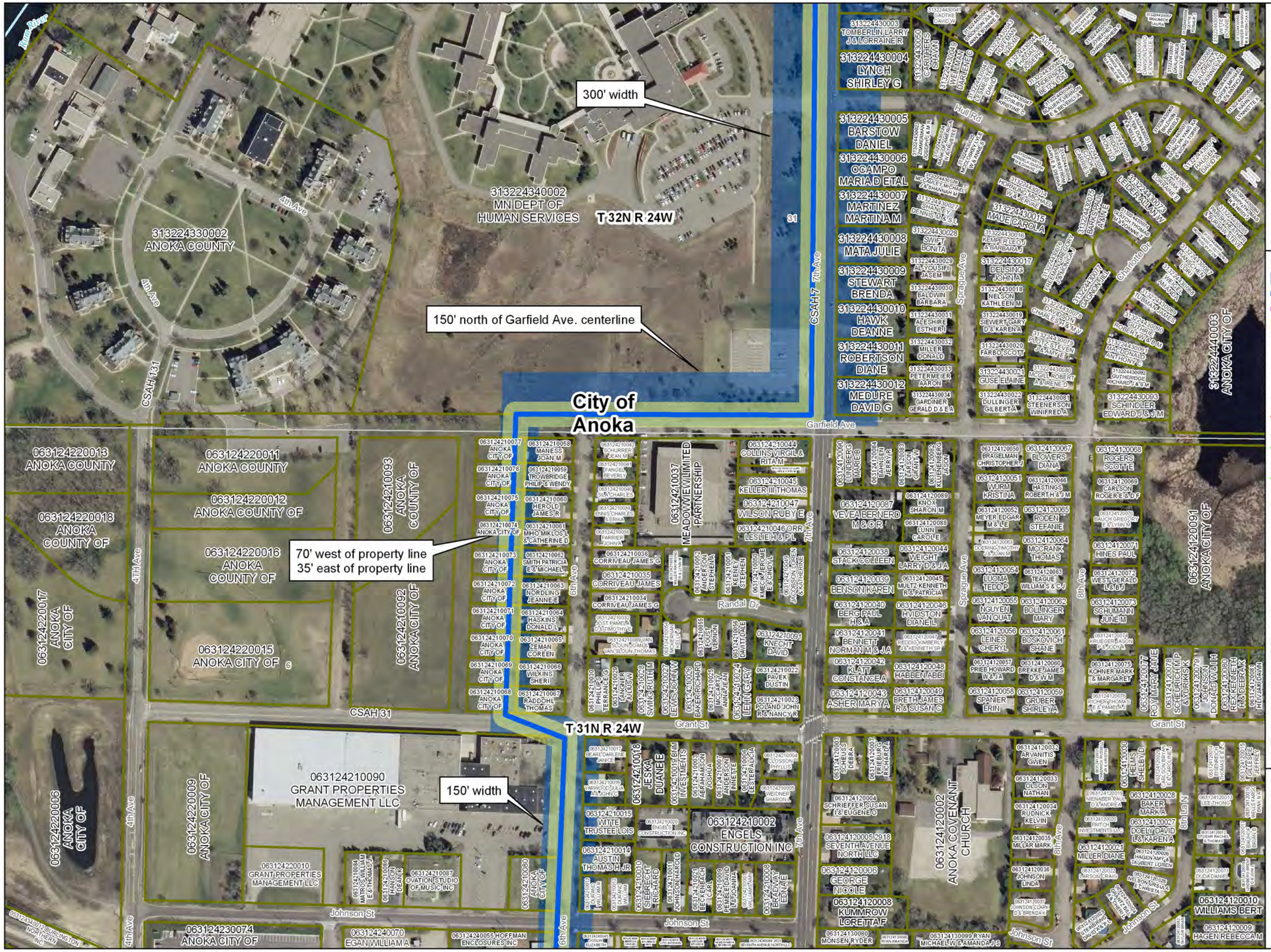
N

Data Sources Vary Between MNDOT, MNDNR, MNGEO and Great River Energy.
2010 Color Orthophotos from Farm Services Administration.
Parcel Data from Anoka County GIS.
Map Projection:
UTM, NAD83, Zone15, Meters

Enterprise Park 115-kV Project Figure 4-1C

Proposed Route Map C

Updated: 9/30/2011


300' width
150' north of Garfield Ave. centerline
70' west of property line
35' east of property line
150' width
313224340002
MN DEPT OF
HUMAN SERVICES
313224330002
ANOKA COUNTY
063124220013
ANOKA COUNTY
063124220011
ANOKA COUNTY
063124220012
ANOKA COUNTY OF
063124220018
ANOKA
COUNTY OF
063124220016
ANOKA
COUNTY OF
063124220015
ANOKA CITY OF
063124220017
ANOKA
CITY OF
063124220006
ANOKA
CITY OF
063124220009
ANOKA CITY OF
063124210090
GRANT PROPERTIES
MANAGEMENT LLC
063124220010
GRANT PROPERTIES
MANAGEMENT LLC
063124210093
ANOKA
COUNTY OF
063124210092
ANOKA CITY OF
063124210091
ANOKA CITY OF
313224440003
ANOKA CITY OF
063124210037
MEADOWVIEW LIMITED
PARTNERSHIP
063124210002
ENGELS
CONSTRUCTION INC
063124210018
JESKA
DUANE E
063124210080
ANOKA
CITY OF
063124210087
OVATION STUDIO
OF MUSIC INC
063124210086
HANSON
DEANE
063124210084
MATROS WILLIAM
E & THOMAS J
063124210085
LUCKING
MILFRED
063124210011
JOHNSON HAROLD
063124210009
PEMBLE DAVID
L & JOANNA
063124210008
BRADWAY
LEONA E
063124210044
COLLINS VIRGIL &
RITA M
063124210045
KELLER III THOMAS
063124210047
WILSON RUBY E
063124210046
ORR
LESLIE H & P L
063124210036
CORRIVEAU JAMES G
063124210035
CORRIVEAU JAMES
063124210034
CORRIVEAU JAMES G
063124210030
PHILLIPS G
TERRANCE & G
063124210029
FULLOSH
063124210028
SWING RUTH M
063124210027
LEWIS JOHN W
063124210026
BAKER RICHARD
063124210025
MCCARTY
ANN JEAN
063124210024
LEMING GARY
063124210023
POLAND JOHN
R & NANCY R
063124210022
PAVEK
DUSTIN
063124210091
KNECHT
DAVID
063124210055
FOUST
VERNON
063124210056
DAVIT DALE
063124210057
KELLY J
063124210058
MANESS
JOAN M
063124210059
TROWBRIDGE
PHILIP & WENDY
063124210060
HEROLD
JAMES R
063124210061
MIHO MIKLOS L
& CATHERINE D
063124210062
SMITH PATRICIA
E & MICHAEL
063124210063
NORDLING
JEANNE E
063124210064
HASKINS
DONALD L
063124210065
ZEMAN
COREEN
063124210066
WILKINS
SHERI
063124210067
RADDOHL
THOMAS
063124210068
ANOKA
CITY OF
063124210069
ANOKA
CITY OF
063124210070
ANOKA
CITY OF
063124210071
ANOKA
CITY OF
063124210072
ANOKA
CITY OF
063124210073
ANOKA
CITY OF
063124210074
ANOKA CITY OF
063124210075
ANOKA
CITY OF
063124210076
ANOKA
CITY OF
063124210077
ANOKA
CITY OF
063124230074
ANOKA CITY OF
063124240070
EGAN WILLIAM A
063124240055
HOFFMAN
ENCLOSURES INC
063124120060
LUNDBERG
MARIE B
063124120064
CHRISTEN
JERRY R
063124120063
LARSON
GRANT W
063124120062
KLEIN DENNIS
& JEAN
063124120087
VEVEA BERNERD
M & C R
063124120089
KNOX
SHARON M
063124120088
LUNN
CAROL E
063124120038
STACK COLLEEN
063124120044
WEIGHT
LARRY D & J A
063124120039
BENSON KAREN
063124120045
MULTZ KENNETH
R & PATRICIA
063124120040
BERG PAUL
H & A
063124120046
HVIDSTON
DIANE L
063124120041
BENNETT
NORMAN M & J A
063124120047
REDDICK KIMBERLY
& KENNETH SR
063124120042
KLATT
CONSTANCE A
063124120048
HABBEN ABBI
063124120043
ASHER MARY A
063124120049
BRETH JAMES
R & SUSAN C
063124120050
BRAGELMAN
CHRISTOPHER J
063124120067
BLOWERS
DIANA
063124120051
WURM
KRISTINA
063124120066
HASTINGS
ROBERT H & J M
063124120052
MEYER EDGAR
M & L E
063124120065
RODEN
STEFANIE
063124120053
OBERING TIMOTHY
J & JOAN M
063124120064
MCCRANK
THOMAS
063124120054
LUOMA
TEDD P
063124120063
TEAGUE
WILLIAM S & C J
063124120055
NGUYEN
VAN QUAT
063124120062
BOLLINGER
MARY
063124120056
LEINES
CHERYL
063124120061
BOSKOVICH
SHANE
063124120057
PRIEB HOWARD
W & V A
063124120060
BREKKE JAMES
D & W M
063124120058
SPANIER
ERIN
063124120059
GRUBER
SHIRLEY A
063124120068
ROGERS
SCOTT E
063124120069
CARLSON
ROGER E & D P
063124120070
BAUCH GREGORY
E & LYNN M
063124120071
HINES PAUL
063124120072
WEST GERALD
L & B V
063124120073
SCHUMANN
JUNE M
063124120074
KRUEGER JASON
P & DEBRA A
063124120075
KOHNER MARK
& MARGARET
063124120076
RICHER THOMAS
E & PAMELA A
063124120077
ROY MARY JANE
063124120078
SCHEURICH M P
& YURIK S K
063124120079
JOHNSON
DONALD W & I H
063124120080
REX KENNETH
H & DEER A K
063124120081
HUVAR DAWN
063124120082
ANOKA CITY OF
063124120083
LARSON
GRANT W
063124120084
KLEIN DENNIS
& JEAN
063124120085
CHRISTEN
JERRY R
063124120086
LUNDBERG
MARIE B
063124120087
VEVEA BERNERD
M & C R
063124120088
LUNN
CAROL E
063124120089
KNOX
SHARON M
063124120090
STACK COLLEEN
063124120091
WEIGHT
LARRY D & J A
063124120092
BENSON KAREN
063124120093
MULTZ KENNETH
R & PATRICIA
063124120094
BERG PAUL
H & A
063124120095
HVIDSTON
DIANE L
063124120096
BENNETT
NORMAN M & J A
063124120097
REDDICK KIMBERLY
& KENNETH SR
063124120098
KLATT
CONSTANCE A
063124120099
HABBEN ABBI
063124120100
ASHER MARY A
063124120101
BRETH JAMES
R & SUSAN C
063124120102
ARVANITIS
GWEN
063124120033
OLSON
NATHAN
063124120034
RUDNICK
KELVIN
063124120035
MILLAR MARK
063124120036
JOHNSON
LINDA
063124120037
JOHNSON CLARK
D & BRENDA K
063124120002
ANOKA COVENANT
CHURCH
063124120003
SCHEUSS
DEBRA
063124120007
FRIEBURG
RICHARD A
063124120004
SCHRIEFFERT SUSAN
I & EUGENE O
063124120005
2918
SEVENTH AVENUE
NORTH LLC
063124120006
GEORGE
NICOLE
063124120008
KUMMROW
LORETTA F
063124130080
MONSEN RYDER
063124130089
KALANDRA
063124130099
RYAN
MICHAEL W & AMANDA J S
063124120000
HELMS
SHELBY D
063124120028
BAKER
MARK A
063124120027
DOELY DAVID
L & KAREN A
063124120026
HAGEN AMY A
TAUBERT LOREN
063124120021
MILLER DIANE
063124120022
CARSON CRAIG
063124120025
NELSON PAULA
& CHRIS T
063124120023
GRELLNER
STEINBRANDT
DAVID A & L
063124120010
WILLIAMS BERT
063124120009
HAGEN REBECCA M
063124120019
NIENABER PAUL
D & ANDREA
063124120020
FRITCH
INVESTMENTS LLC
063124120018
NELSON
KATHLEEN M
063124120019
SIEWERT GARY
D & KAREN A
063124120017
DELSING
JOHN A
063124120015
WITTE
TRUSTEE LOIS
063124120014
AUSTIN
THOMAS H JR
063124120013
ANOKA
CITY OF
063124120012
ANOKA
CITY OF
063124120011
ANOKA
CITY OF
063124120010
ANOKA
CITY OF
063124120009
ANOKA
CITY OF
063124120008
ANOKA
CITY OF
063124120007
ANOKA
CITY OF
063124120006
ANOKA
CITY OF
063124120005
ANOKA
CITY OF
063124120004
ANOKA
CITY OF
063124120003
ANOKA
CITY OF
063124120002
ANOKA
CITY OF
063124120001
ANOKA
CITY OF
313224430041
GADTKE
DAVID W
313224430003
TOMBERLIN LARRY
J & LORRAINE R
313224430004
LYNCH
SHIRLEY G
313224430050
CAUTHERS
SHAWN
313224430049
WELLMAN
DARLENE G
313224430005
BARSTOW
DANIEL
313224430006
OCAMPO
MARIA D ETAL
313224430007
MARTINEZ
MARTINA M
313224430008
MATA
JULIE
313224430009
STEWART
BRENDA
313224430010
HAWK
DEANNE
313224430011
ROBERTSON
DIANE
313224430012
MEDURE
DAVID G
313224430027
GRANLIE
DENNIS M & S L
313224430028
SWIFT
BONITA
313224430029
ALYOUSIFI
OASEM
313224430030
BALDWIN
BARBARA
313224430031
ALESHIRE
ESTHER I
313224430032
MILLER
DONALD
313224430033
PETERMEIER
AARON
313224430034
GARDINER
GERALD D & E A
313224430014
HORNUNG MICHAEL
W & VERA E
313224430015
MAUE
CAROLA
313224430018
KEMPER LEO J
& BARBARA V
313224430017
DELSING
JOHN A
313224430018
NELSON
KATHLEEN M
313224430019
SIEWERT GARY
D & KAREN A
313224430020
FARBO
SCOTT
313224430024
GUSE
ELAINE
313224430022
DULLINGER
GILBERT A
313224430072
PLOTZ STEVEN
J & AMY E
313224430080
MCGILL ROBERT
A & IRENE D
313224430081
STEENERSON
WINIFRED A
313224430073
HIBERA
ALAN W
313224430074
BARNS PAUL
A & H E
313224430075
CAGNO
NILE
313224430076
PETERSON GREGORY
& SHANNON L
313224430077
ZIMMERMAN
MICHAEL
313224430078
ZIMMERMAN
LOUANNE E
313224430079
LAUGEN
DAVID A
313224430082
FANG
CHENG
313224430083
HOLMES
MARK A
313224430084
HOLMES
MARK A
313224430085
HOLMES
MARK A
313224430086
HOLMES
MARK A
313224430087
HOLMES
MARK A
313224430088
HOLMES
MARK A
313224430089
HOLMES
MARK A
313224430090
GUTHRIE
ROBERT W & M
313224430091
MACDONALD
ANTHONY E
313224430092
GUTHRIE BRIDGE
RICHARD W & M
313224430093
SCHINDLER
EDWARD J & J M
313224430094
HOLMES
MARK A
313224430095
HOLMES
MARK A
313224430096
HOLMES
MARK A
313224430097
HOLMES
MARK A
313224430098
HOLMES
MARK A
313224430099
HOLMES
MARK A
313224430100
HOLMES
MARK A
313224430101
HOLMES
MARK A
313224430102
HOLMES
MARK A
313224430103
HOLMES
MARK A



GREAT RIVER ENERGY®

A Touchstone Energy® Cooperative

Great River Energy
- Proposed Route
- Conceptual Alignment
- Conceptual Alternate Alignment
- Easement Area (70 ft)

Existing Anoka Municipal Utility (AMU)
- Distribution Substation

Existing Xcel Energy (XE)
- Transmission Substation

Existing Great River Energy (GRE)
- 115 kV AC Transmission

Existing Anoka Municipal Utility (AMU)
- 69 kV Transmission Line

Existing Xcel Energy (XE)
- 115 kV Transmission Line

0 100 200 300 400 Feet

N

Data Sources Vary Between MNDOT, MNDNR, MNGEO and Great River Energy.
2010 Color Orthophotos from Farm Services Administration.
Parcel Data from Anoka County GIS.
Map Projection: UTM, NAD83, Zone15, Meters

Enterprise Park 115-kV Project
Figure 4-1E

Proposed Route Map E

Updated: 9/30/2011

200' north of 116th and follows the parcel line on the south

75' north of existing driveway centerline

150' south of existing driveway centerline and 150' west of 7th Avenue

50' from the west edge of the proposed roadway

T 32N R 24W

City of Andover

City of Anoka

303224340005 ANOKA COUNTY

303224340006 ANOKA CITY OF

303224430001 SONSTEBY ROSELLA B

303224330002 ANOKA CITY OF

303224340002 ANOKA AREA ICE ARENA ASSN INC

303224340003 ANOKA CITY OF

303224330003 ANOKA CITY OF

313224210002 ANOKA

313224230001 MINNESOTA STATE OF

313224240001 MINNESOTA STATE OF

6th Ave

CSAH 7

CSAH 116 Bunker Lake Blvd

Bunker Lake Blvd

30

7th Ave NW

7th Ave N

Service Rd

41st Ave

40th La

38th La

CSAH 17

303224430004 FEDERAL HOME LOAN MORTGAGE CORP

313224120003 KVILLE SHANE

313224120008 GOLDEN EARL C & MARY J

313224120002 BROCK LOIS

313224120004 RUSTAD DAWNELL K

313224120007 SHASKY ALMA

313224120009 ABRAHAMSON ASHLEE

313224120011 WELLMAN D A & J B & HAGE J

313224120012 LORENDO BETTY

313224120013 NURNBERGER JAMES M & E A

313224120029 RUTH JEFFREY A & TERI J

313224120081 RIPPLE BONNIE

313224120022 KNOOP KENNETH L & M J

313224120021 BATSCHE PAUL G & KIMBERLY A

313224130020 HOSNA HIROE

313224130019 NEGLESS GAYLEN G & R R

313224130018 JORGES ARLENE

313224120024 OMAN KEVIN

313224120025 BECKER JEREMY P & MARIE A

313224120026 BERNDT DAVID W & G A

313224120027 SCHMITZ ALOIS C & L C

313224120010 PIERSON REBECCA A

313224120019 DIETZEL WALNER

313224120020 FERRARIO DUANE

313224120030 REILLY KEITH

313224120031 GRANT GERALD L & JANE

313224120032 TUTTLE JONATHAN

313224120033 PHELPS CHARLES H & FRANCES N

313224120034 MCDANIEL PAUL A & SANDRA I

313224120035 FOSS LAWRENCE J & J I

313224120036 KOIVISTO LILA S

313224120037 HOFMEISTER DAVID A & SUSAN

313224120038 DRYDEN JR ROBERT & DRYDEN VICKI

313224120039 JENSON SHERYL & CHAMBERLAIN P

313224130024 RYDEN RONALD W & LINDA M

313224130025 HIRSCH SHANNON

313224130026 OMAN ROSE

313224130027 MANSON KELLEY CJR & MICHELLE

313224120072 OLSON ARLEEN

313224120073 ERDMAN CURTIS G & C M

313224120058 WALESCH KENNETH N & ARLENE

313224120059 JOHNSON SHERRI LYNN

313224120060 DAVIS DEENA M

313224120063 GRIFFIN CRAIG

313224120064 JOSLYN DAVID R & KATHRYN L

313224120065 LARSON CAROL

313224120066 HOENIE ROBERT L & DEBORAH S

313224120074 CRANDALL JASON

313224120076 VANDERMEER PAUL & JAMIE

313224120057 PHILLIPS TRUSTEE BERNADINE

313224120055 TARTER WILLIS G & BETTY J

313224120054 WITT DANIEL

313224120053 SCHERLE JOHN M JR & ELAINA

313224120052 SIMONS TIMOTHY A & KIMBERLY K

313224120051 GITUMA ANNE

313224120050 LARKIN LINDA C

313224120049 TCHIDA ROGER T

313224130002 ALTO JOHN MARK

313224130023 DELRICH JEFFREY M

313224130022 SHOLTZ CHERYL

313224130021 CHOCK RICHARD

313224130031 BOYER JANET

313224130030 AUSPOS THERESA

313224130029 MCDONALD SHANNON

313224130028 GIBSON ROBERT D & KRISTINE

313224130027 GIBSON DENNIS R & KAREN K

313224130026 WOLTE JAMES A & DOROTHY

GREAT RIVER ENERGY®

A Touchstone Energy® Cooperative

Great River Energy
- Proposed Route
- Conceptual Alignment
- Conceptual Alternate Alignment
- Easement Area (70 ft)

Existing Anoka Municipal Utility (AMU)
- Distribution Substation

Existing Xcel Energy (XE)
- Transmission Substation

Existing Great River Energy (GRE)
- 115 kV AC Transmission

Existing Anoka Municipal Utility (AMU)
- 69 kV Transmission Line

Existing Xcel Energy (XE)
- 115 kV Transmission Line

N

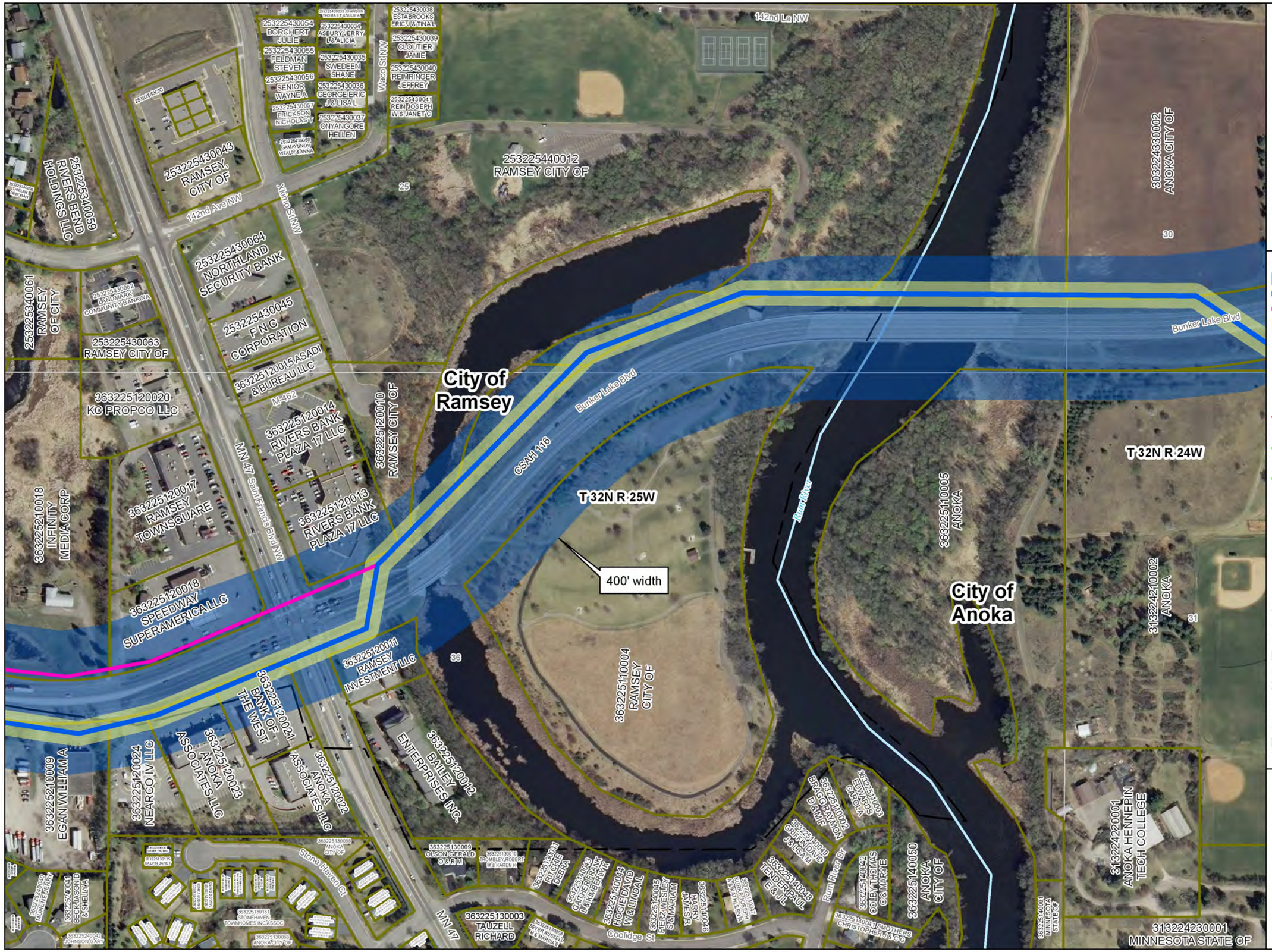
0 100 200 300 400 Feet

Data Sources Vary Between MNDOT, MNDNR, MNGEO and Great River Energy.
2010 Color Orthophotos from Farm Services Administration.
Parcel Data from Anoka County GIS.
Map Projection:
UTM, NAD83, Zone15, Meters

Enterprise Park 115-kV Project
Figure 4-1F

Proposed Route Map F

Updated: 9/30/2011



GREAT RIVER ENERGY®

A Touchstone Energy® Cooperative

Great River Energy
- Proposed Route
- Conceptual Alignment
- Conceptual Alternate Alignment
- Easement Area (70 ft)

Existing Anoka Municipal Utility (AMU)
- Distribution Substation

Existing Xcel Energy (XE)
- Transmission Substation

Existing Great River Energy (GRE)
- 115 kV AC Transmission

Existing Anoka Municipal Utility (AMU)
- 69 kV Transmission Line

Existing Xcel Energy (XE)
- 115 kV Transmission Line

0 100 200 300 400 Feet

N

Data Sources Vary Between MNDOT, MNDNR, MNGEO and Great River Energy.
2010 Color Orthophotos from Farm Services Administration.
Parcel Data from Anoka County GIS.
Map Projection: UTM, NAD83, Zone15, Meters

Enterprise Park 115-kV Project
Figure 4-1G

Proposed Route Map G

Updated: 9/30/2011

GREAT RIVER ENERGY®

A Touchstone Energy® Cooperative

Great River Energy
- Proposed Route
- Conceptual Alignment
- Conceptual Alternate Alignment
- Easement Area (70 ft)

Existing Anoka Municipal Utility (AMU)
- Distribution Substation

Existing Xcel Energy (XE)
- Transmission Substation

Existing Great River Energy (GRE)
- 115 kV AC Transmission

Existing Anoka Municipal Utility (AMU)
- 69 kV Transmission Line

Existing Xcel Energy (XE)
- 115 kV Transmission Line

0 100 200 300 400 Feet

N

Data Sources Vary Between MNDOT, MNDNR, MNGEO and Great River Energy.
2010 Color Orthophotos from Farm Services Administration.
Parcel Data from Anoka County GIS.
Map Projection:
UTM, NAD83, Zone15, Meters

Enterprise Park 115-kV Project Figure 4-1H

Proposed Route Map H

Updated: 9/30/2011

GREAT RIVER ENERGY®

A Touchstone Energy® Cooperative

Great River Energy
- Proposed Route
- Conceptual Alignment
- Conceptual Alternate Alignment
- Easement Area (70 ft)

Existing Anoka Municipal Utility (AMU)
- Distribution Substation

Existing Xcel Energy (XE)
- Transmission Substation

Existing Great River Energy (GRE)
- 115 kV AC Transmission

Existing Anoka Municipal Utility (AMU)
- 69 kV Transmission Line

Existing Xcel Energy (XE)
- 115 kV Transmission Line

0 100 200 300 400 Feet

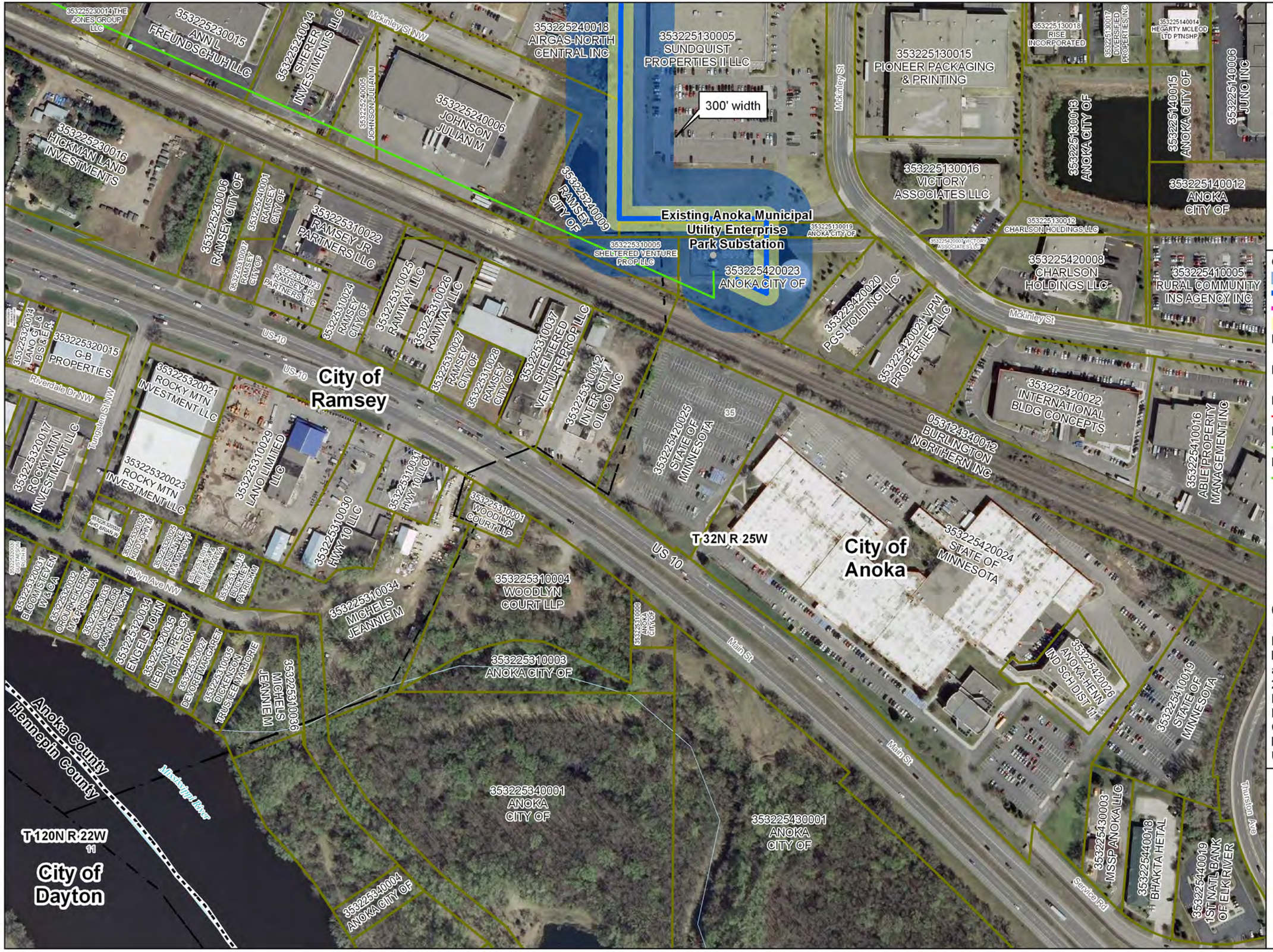
N

Data Sources Vary Between MNDOT, MNDNR, MNGEO and Great River Energy.
2010 Color Orthophotos from Farm Services Administration.
Parcel Data from Anoka County GIS.
Map Projection:
UTM, NAD83, Zone15, Meters

Enterprise Park 115-kV Project
Figure 4-1l

Proposed Route Map I

Updated: 9/30/2011



GREAT RIVER ENERGY®

A Touchstone Energy® Cooperative

Great River Energy
- Proposed Route
- Conceptual Alignment
- Conceptual Alternate Alignment
- Easement Area (70 ft)

Existing Anoka Municipal Utility (AMU)
- Distribution Substation

Existing Xcel Energy (XE)
- Transmission Substation

Existing Great River Energy (GRE)
- 115 kV AC Transmission

Existing Anoka Municipal Utility (AMU)
- 69 kV Transmission Line

Existing Xcel Energy (XE)
- 115 kV Transmission Line

N

0 100 200 300 400 Feet

Data Sources Vary Between MNDOT, MNDNR, MNGEO and Great River Energy.
2010 Color Orthophotos from Farm Services Administration.
Parcel Data from Anoka County GIS.
Map Projection:
UTM, NAD83, Zone15, Meters

Enterprise Park 115-kV Project
Figure 4-1J

Proposed Route Map J

Updated: 9/30/2011

Rejected Route Segment 8

City of Ramsey

Bunker Lake Blvd CSAH 116

Rejected Route Segment 7

City of Andover

T 32N R 25W

T 32N R 24W

Rejected Route Segment 9

Proposed Great River Energy 115 kV Transmission Route

Existing Anoka Municipal Utility Enterprise Park Distribution Substation

Rejected Route Segment 3

Rejected Route Segment 2

Rejected Route Segment 4

Rejected Route Segment 6

City of Anoka

Rejected Route Segment 1

Rejected Route Segment 5

City of Dayton

City of Coon Rapids

T 31N R 25W

T 31N R 24W

T 120N R 22W

City of Champlin

Existing Xcel Energy Crooked Lake Transmission Substation

GREAT RIVER ENERGY®

A Touchstone Energy® Cooperative

Great River Energy
- Proposed Route
- Rejected Route 1
- Rejected Route 2
- Rejected Route 3
- Rejected Route 4
- Rejected Route 5
- Rejected Route 6
- Rejected Route 7
- Rejected Route 8
- Rejected Route 9

Existing Great River Energy (GRE)
- 115 kV AC Transmission

Existing Anoka Municipal Utility (AMU)
- Distribution Substation

Existing Xcel Energy (XE)
- Transmission Substation

Existing Anoka Municipal Utility (AMU)
- 69 kV Transmission Line

Existing Xcel Energy (XE)
- 115 kV Transmission Line

N

0 1,000 2,000 Feet

Data Sources Vary Between MNDOT, MNDNR, MNGEO and Great River Energy.
2010 Color Orthophotos from Farm Services Administration.

Map Projection:
UTM, NAD83, Zone15, Meters

Enterprise Park 115-kV Project
Figure 4-2

Rejected Routes

Updated: 8/26/2011

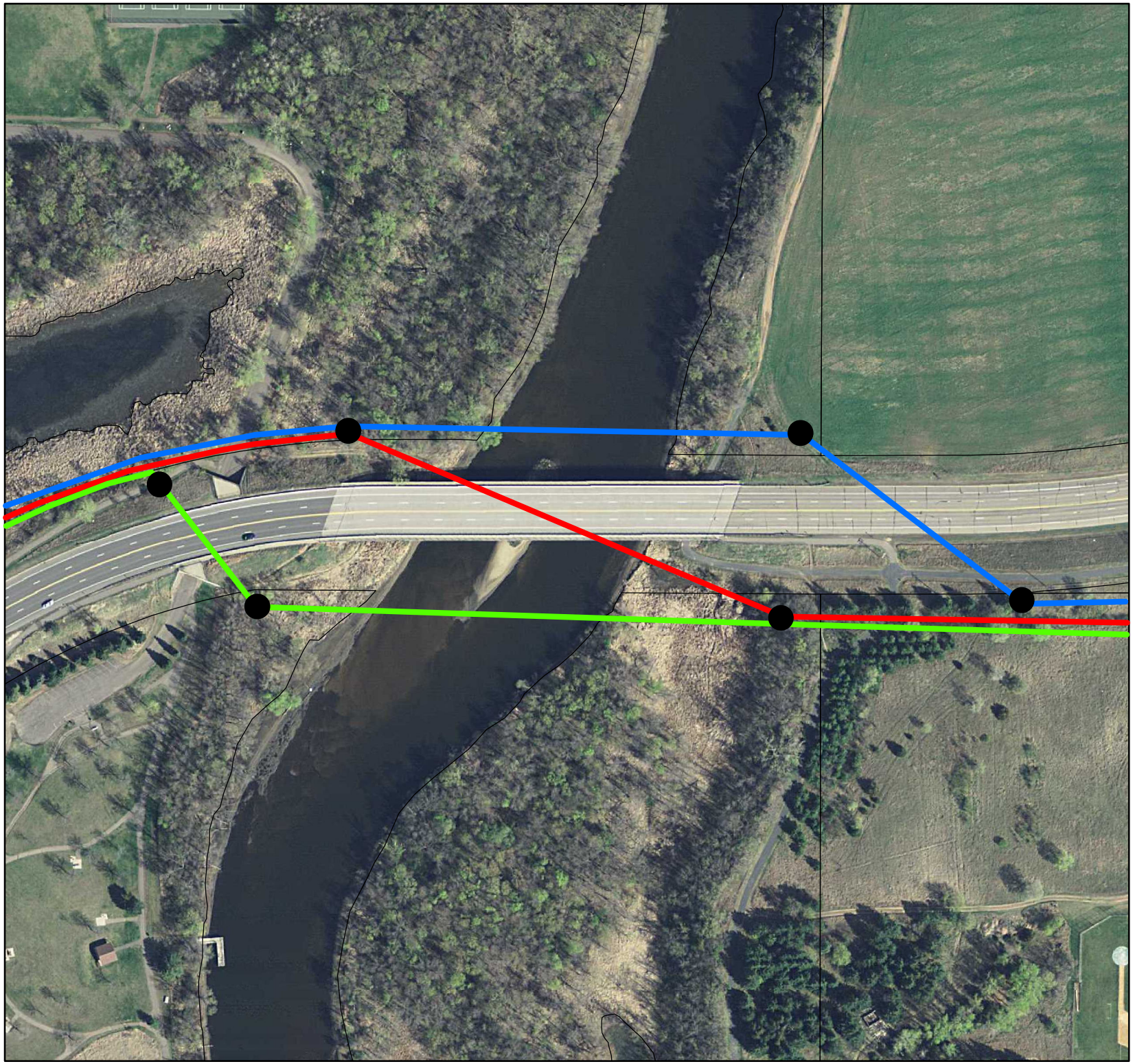
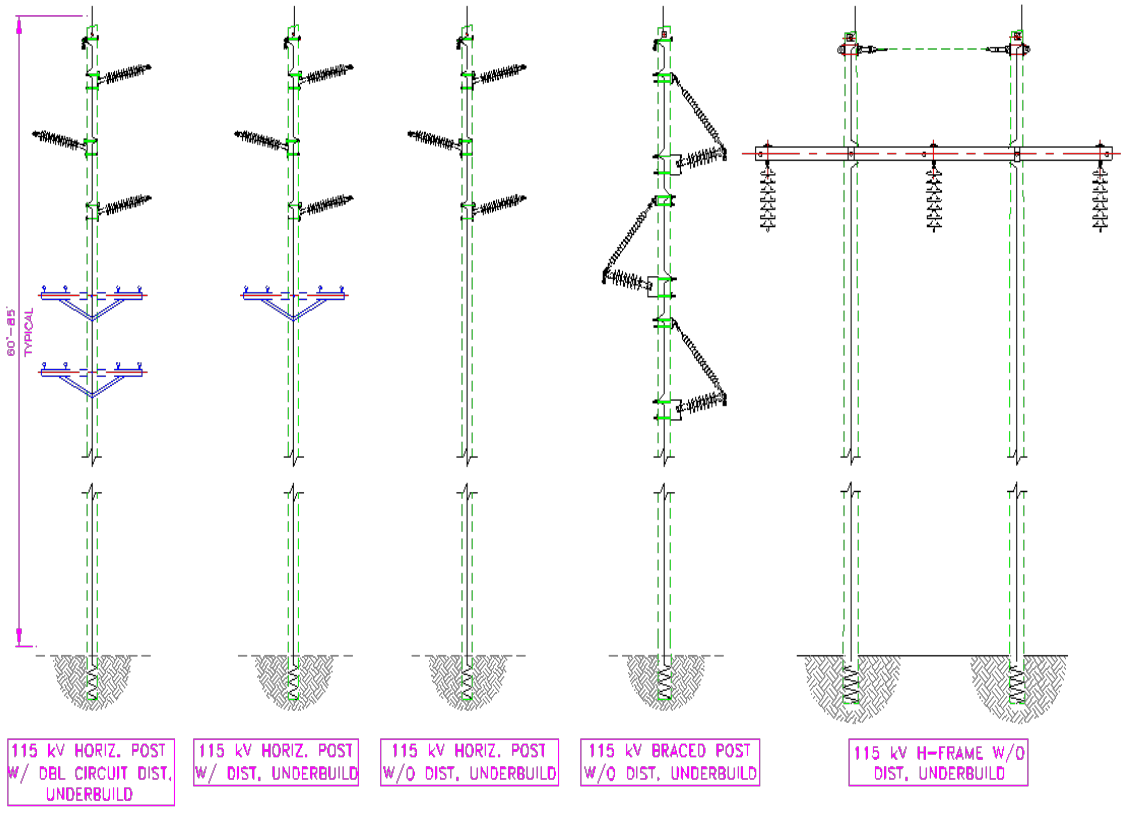
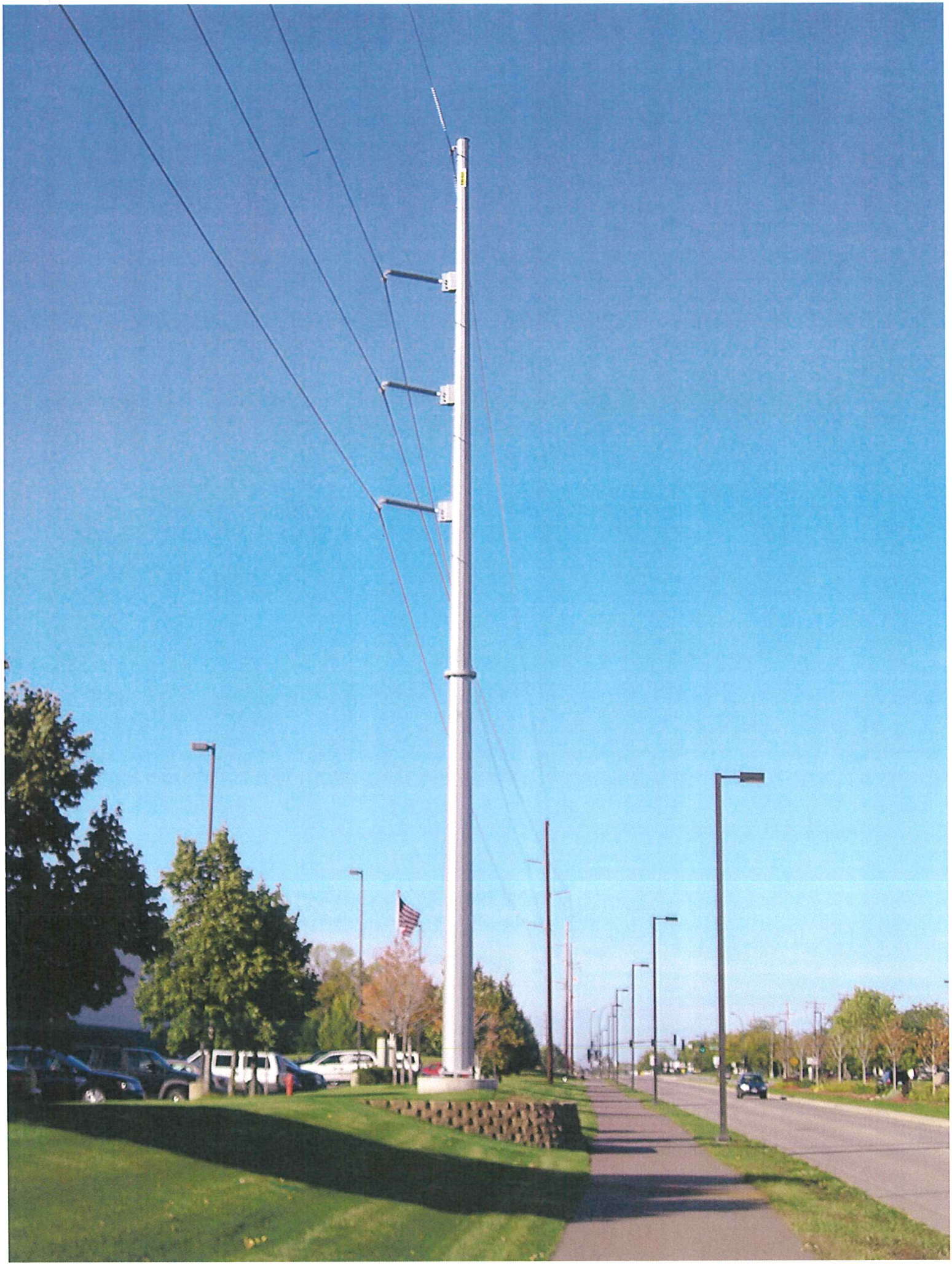

116 KV Options
Structure
Option A
Option B
Option C
0 30 60 120 180 240
Feet
N

Figure 3: Schematic Diagrams of Typical Transmission Line Structures







Enterprise Park to Crooked Lake
115 kV Transmission Line Project
Environmental Assessment

PUC Docket #ET2/TL-11-915



March 2012

MINNESOTA DEPARTMENT OF COMMERCE

Energy Facility Permitting
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198
ph 651.296.4026 | fx 651.297.7891
www.energyfacilities.puc.state.mn.us

Cover photo provided by Great River Energy. The photo is an example of the single wood pole structures to be used in the Enterprise Park to Crooked Lake 115 kV transmission line project.

RESPONSIBLE GOVERNMENT UNIT

Minnesota Department of Commerce
Division of Energy Resources
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198

Matt Langan
State Permit Manager
(651) 296-2096
Matthew.langan@state.mn.us

PROJECT OWNERS

Great River Energy
12300 Elm Creek Boulevard
Maple Grove, MN 55369-4718

Mark Strohfus
Environmental Project Lead
763-445-5210

Co-owners:
Anoka Municipal Utility
Minnesota Municipal Power Agency
Northern States Power Company

Abstract

Pursuant to the provisions of Minnesota Statutes, chapter 216E, Great River Energy (Applicant) filed a high-voltage transmission line route permit application with the Minnesota Public Utilities Commission (Commission) on October 4, 2011, for a proposed 115 kilovolt (kV) transmission line and modifications to two existing substations (Project).

The proposed Project is for the construction of approximately 5.8 miles of new, overhead 115 kV transmission line between Xcel Energy's existing Crooked Lake Substation in Coon Rapids, Minn., and Anoka Municipal Utility's existing Enterprise Park Substation in Anoka, Minn., in Anoka County. The project will remove, rebuild, and attach Anoka Municipal Utility's existing overhead 12.5 kV distribution lines to the new 115 kV transmission line where the new line overtakes the existing distribution lines. The project would also include modifications to the Crooked Lake and Enterprise Park substations.

Minnesota Department of Commerce Energy Facilities Permitting (EFP) is tasked with conducting environmental review of the applications for transmission line route permits. The intent of this environmental assessment document and the environmental review process is to inform the public, the Applicant, and decision-makers of the potential impacts from the proposed Project and possible mitigations for those impacts.

Persons interested in these matters can register their names on the project contact list by contacting Matthew Langan, Energy Facility Permitting, 85 7th Place East, Suite 500, St. Paul, Minnesota, 55101, phone: (651)-296-2096, email: matthew.langan@state.mn.us.

Documents related to this Project can be found by going to: https://www.edockets.state.mn.us/EFiling/search.jsp and entering "11" for Year and "915" for Number, under search criteria.

Table of Contents

Abstract iii
1. Introduction 3
2. Regulatory Framework 6
2.1. Alternative Permitting Process 6
2.2. Certificate of Need 6
2.3. Route Permit Application 6
2.4. Public Information and Scoping Meeting 6
2.5. Environmental Assessment 7
3. Proposed Project 8
3.1. Purpose of the Project 8
3.2. Project Location 8
3.3. Alternative Route 11
3.4. Substation Modifications 11
3.5. Route Width and Rights-of-Way Requirements 11
3.6. Project Costs 12
4. Facility Construction 13
4.1. Property/Right-of-Way Acquisition 14
4.2. Transmission Line Structures 17
4.3. Transmission Line Conductors 18
4.4. Cleanup and Restoration 18
4.5. Damage Compensation 20
4.6. Maintenance 20
4.7. Undergrounding Transmission Line Facilities 20
5. Affected Environment, Impacts, and Mitigation 22
5.1. Human Settlement 22
5.1.1. Proximity to Residential Structures 22
5.1.2. Aesthetics 24
5.1.3. Noise 25
5.1.4. Interference with Utility Systems and Public Services 28
5.1.5. Archaeological and Historic Resources 31
5.1.6. Safety and Health 32
5.2. Environmental Setting 41
5.2.1. Air Quality 42
5.2.2. Soils and Geology 43
5.2.3. Water Resources 44
5.2.4. Flora 48
5.2.5. Fauna 49
5.2.6. Rare and Unique Natural Resources/Critical Habitat 51
5.3. Socioeconomics 52
5.3.1. Socioeconomic Setting 52
5.3.2. Property Values 54

5.3.3. Land-Based Economies 56
5.3.4. Zoning and Compatibility with Planning 56
5.3.5. Recreation 57
5.3.6. Transportation 57
6. Required Permits and Approvals 60
7. Route Comparison 62
8. References 64

APPENDICES

Appendix A: Detailed Map Sheets
Appendix B: Scoping Decision
Appendix C: Sample HVTL Route Permit

List of Tables

Table 3.1: Project Location
Table 5.1 Number of Residences within 300 Feet of the Proposed Route Alignment
Table 5.2: Noise Area Classifications & Standards
Table 5.3: Conductor Noise Estimates – Heavy Rain Case
Table 5.4: State-Specific Standards for Electric Fields
Table 5.5: International Guidelines and Standards for EMF
Table 5.6: Calculated Electric Fields (kV/m) for the Project (1 meter above ground)
Table 5.7: Calculated Magnetic Flux Density (milligauss) for the Project (1m above ground)
Table 5.8: Locations of NWI Wetlands in Project Area
Table 5.9: Population Characteristics
Table 5.10: Race/Ethnicity Characteristics
Table 5.11: Household Economic Characteristics, 2010
Table 6.1: Potentially Required Permits and Approvals

List of Figures

Figures in Text
Figure 1: Project Overview
Figure 2: Transmission Line Route Map
Figure 3: Schematic Diagrams of Typical Transmission Line Structures
Figure 4: Land Use Map
Figure 5: Project Area Resources Map

Figures in Appendix A
Figure 6: Transmission Line Route Map Sheet Key
Figure 6a – 6j: Detailed Sheet Maps

List of Acronyms and Abbreviations

AADT	annual average daily traffic
AC	alternating current
ACSS	Aluminum Core Steel Supported
APE	Area of Potential Effect
APP	Avian Protection Plan
ASR	Antenna Structure Registration
BMP	best management practice
CFR	Code of Federal Regulations
CO	carbon monoxide
CRP	Conservation Reserve Program
dBA	A-weighted decibels
EA	environmental assessment
ELF	extremely low frequency
EMF	electric and magnetic fields
EMI	electromagnetic interference
EPA	U.S. Environmental Protection Agency
ESA	Endangered Species Act
FCC	Federal Communications Commission
ft	feet
GPS	Global Positioning System
HVTL	high voltage transmission line
kHz	kilohertz
kV	kilovolt
mA	milliamperes
MDOC	Minnesota Department of Commerce
MnDNR	Minnesota Department of Natural Resources
mG	milliGauss
Mn/DOT	Minnesota Department of Transportation
MPCA	Minnesota Pollution Control Agency
mph	miles per hour
MW	megawatt
NAC	Noise Area Classification
NACE	National Association of Corrosion Engineers
NESC	National Electrical Safety Code
NEPA	National Environmental Policy Act
NERC	North American Electric Reliability Corporation
NHIS	Natural Heritage Information System
NHPA	National Historic Preservation Act
NO2	nitrogen dioxide
NPDES	National Pollutant Discharge Elimination System
NRCS	Natural Resources Conservation Service
NRHP	National Register of Historic Places
NWI	National Wetland Inventory
OSHA	Occupational Safety and Health Act

PM10	particulate matter less than or equal to 10 microns in diameter
ppm	parts per million
PPSA	Power Plant Siting Act
PUC	Public Utilities Commission
PWI	Public Waters Inventory
RF	radio frequency
ROW	right-of-way
SHPO	State Historic Preservation Office
SO2	sulfur dioxide
SWPPP	Storm Water Pollution Prevention Plan
TMDL	total maximum daily load
UHF	ultra-high frequency
USACE	U.S. Army Corps of Engineers
USC	U.S. Code
µT	micro Teslas
USDOT	U.S. Department of Transportation
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Service
WHO	World Health Organization

1. Introduction

Great River Energy (Applicant) has made application to the Minnesota Public Utilities Commission (Commission) for a route permit under the alternative permitting process of the Power Plant Siting Act (Minnesota Statute 216E). The route permit application is for the construction of a new 115 kilovolt (kV) transmission line in Anoka County, Minnesota (Project). The approximately 5.8-mile transmission line would connect the existing Crooked Lake and Enterprise Park Substations. Equipment modifications at each substation would be included in the Project.

The proposed Project is for the construction of approximately 5.8 miles of new, overhead 115 kV transmission line between Xcel Energy's existing Crooked Lake Substation in Coon Rapids, Minn., and Anoka Municipal Utility's existing Enterprise Park Substation in Anoka, Minn., in Anoka County (Figure 1). The project will remove, rebuild, and attach Anoka Municipal Utility's existing overhead (12.5 kV) distribution lines to the new 115 kV transmission line where the new line overtakes the existing distribution lines. (Alternatively, Anoka Municipal Utility may choose to bury some of the distribution lines.) The project would also include modifications to the Crooked Lake and Enterprise Park substations to accommodate the new transmission line, including a new ring bus, breaker additions, step down transformers, and associated switch gear.

The Applicant is requesting a route width as narrow as 100 feet in some locations, and as wide as 400 feet in others, except for the area near Anoka High School where the requested route width is 800 feet. The variation in route width is due to the developed nature of the project area. The typical right-of-way for the 115 kV line is 50-75 feet, depending on the structure used. The typical span between poles without underbuild is 300 to 400 feet, and 250 to 300 where 12.5 kV distribution lines are attached. Poles range in height from 60 to 85 feet. Most poles will be constructed as single-pole, wood structures with horizontal post insulators. The transmission line and substation modifications would cost approximately $11.7 million.

Energy Facility Permitting (EFP) staff is tasked with conducting environmental review of applications for high-voltage transmission line route permits. The intent of the environmental review process is to inform the public, the Applicant, and decision-makers about potential impacts and possible mitigation measures for a proposed high-voltage transmission line project.

This environmental assessment (EA) covers the environmental review requirements in accordance with the Scoping Decision Document for this EA, and as outlined in Minnesota Rules 7850, for the proposed project and route permit application as follows:

Section 1.0 - Introduction

Section 2.0 – Describes the regulatory framework associated with the Project, which includes information on the certificate of need criteria, route permit requirements, and the alternative permitting processes.

Section 3.0 – Provides a detailed description of the Project as proposed by Great River Energy and Route Segment Alternative A.

Section 4.0 – Describes the methods used when constructing the transmission line, clean-up and restoration, maintenance procedures, and utility rights-of-way acquisition.

Section 5.0 – Details the potential impacts of the proposed Project to human and natural environments and identifies measures that could be implemented to avoid, minimize or mitigate any potential adverse impacts.

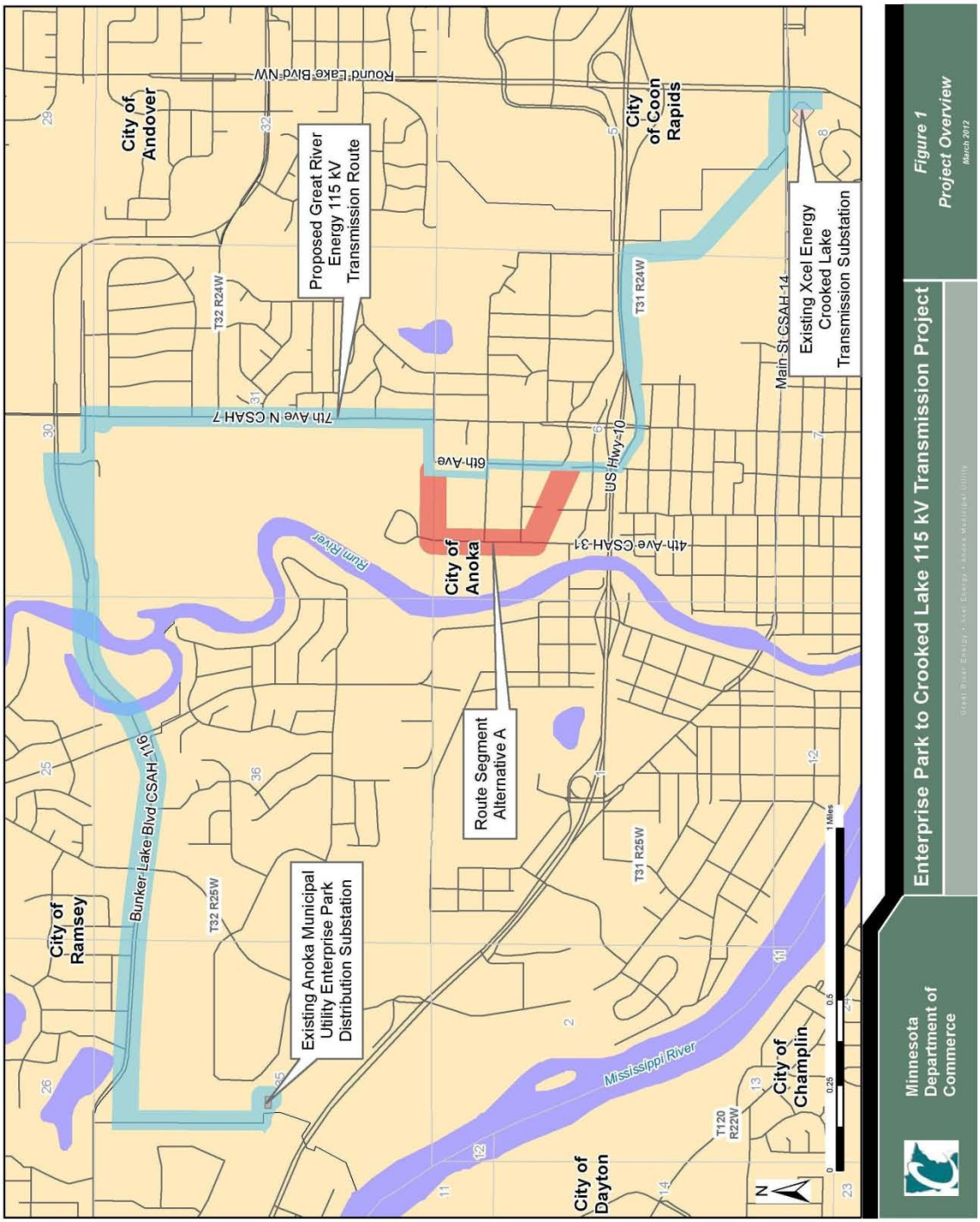
Section 6.0 – Lists additional permits that may be required for the proposed Project.

Section 7.0 – Provides a comparison of the routes analyzed in this EA.

Section 8.0 – References

Much of the information used in this EA is derived from documents prepared by Great River Energy. These include Great River Energy's *Route Permit Application for the Crooked Lake to Enterprise Park 115 kV Transmission Line Project*, October 4, 2011, along with emails and requests for information. Discussion of electromagnetic field issues came primarily from the white paper developed by the Interagency Task Force led by the Minnesota department of Health (MDH), the National Institute for Environmental Health Sciences (NIEHS), and the World Health Organization (WHO). Additional information comes from earlier EFP environmental review documents in similar dockets, other state agencies such as the Minnesota Department of Natural Resources (MnDNR) and the Minnesota Pollution Control Agency (MPCA). Section 8.0 provides a listing of additional references used in the preparation of this EA.

Figure 1: Project Overview



2. Regulatory Framework

In Minnesota, no person may construct a high-voltage transmission line without a route permit from the Public Utilities Commission under Minnesota Statute 216E.03, subdivision 2. A high-voltage transmission line is defined as a conductor of electric energy and associated facilities designed for and capable of operation at a nominal voltage of 100 kV or more and is greater than 1,500 feet in length. Associated facilities of the transmission line include buildings, equipment, and other physical structures that are necessary to the operation of a high-voltage transmission line.

2.1. Alternative Permitting Process

The proposed project is eligible for consideration under the alternative permitting process (Minnesota Rule 7850.2800) of the Power Plant Siting Act (Minnesota Statute 216E.04). The alternative permitting process is shorter than the full permitting procedures and does not require the Applicant to propose alternative sites or routes to the preferred site or route, but does require the Applicant to disclose rejected route alternatives and an explanation of why they were rejected.

2.2. Certificate of Need

Pursuant to Minnesota Statute 216B.243, subdivision 2, "No large energy facility shall be sited or constructed in Minnesota without the issuance of a certificate of need by the Commission." In the case of a high-voltage transmission line, a large energy facility is defined as, (1) any high-voltage transmission line with a capacity of 200 kV or more and greater than 1,500 feet in length, and (2) any high-voltage transmission line with a capacity of 100 kV or more with more than ten miles of its length in Minnesota or that crosses a state line. Because this proposed Project is less than 10 miles in length, a certificate of need is not required.

2.3. Route Permit Application

The Applicant filed a route permit application with the Commission for the Project on October 4, 2011. The Commission accepted the application as complete in an order issued on November 4, 2011. Under the alternative permitting process, the Commission has six months to issue a route permit from the date a route permit application is deemed complete. The Commission may extend this time limit for up to three months for just cause or upon agreement of the Applicant.

2.4. Public Information and Scoping Meeting

EFP staff held two public information and environmental assessment scoping meetings on December 1, 2011, at Anoka City Hall in Anoka, Minnesota, as required by Minnesota Rule 7850.3500. The meetings provided the public an opportunity to learn about the proposed project and the state's high-voltage transmission line route permitting process, review the Applicant's route permit application, ask questions, and submit comments.

A court reporter was present at the public meetings and transcribed questions asked and comments made by the public, as well as responses from EFP staff and the Applicant. Approximately 20 members of the public attended the two meetings.

A public comment period, ending on December 19, 2011, provided the public an opportunity to submit comments to EFP staff on issues and alternative routes and alignments for consideration for the scope of the EA. EFP staff received four comment letters by the close of the comment period. After consideration of the public comments the deputy commissioner of the Department of Commerce issued the scope of the EA on January 5, 2011. The EA scoping decision document is included in Appendix B. Included in the scope of the EA were the Applicant's proposed route and an alternative route segment proposed by the public, known as Route Segment Alternative A.

The following issues were determined to be outside the scope of the EA:

- No-build alternative
- Issues related to project need, size, type, or timing
- Any route or substation alternatives not specifically identified in the scoping decision document.
- Policy issues surrounding whether utilities or local-government should be liable for the cost to relocate utility poles when roadways are widened
- The manner in which land owners are paid for transmission rights-of-way easements, as that is outside the jurisdiction of the Commission.

2.5. Environmental Assessment

An EA must be prepared for all high-voltage transmission projects being reviewed under the alternative permitting process. The procedures EFP staff must follow in preparing the EA are described in Minnesota Rule 7850.3700. The EA contains information on the human and environmental impacts of the proposed project as identified in the scoping decision document. It also addresses required methods to mitigate such impacts for all routes considered. The EA is the only state environmental review document required to be prepared for this project.

Upon completion of the EA, continuing procedural steps include: providing notice on the availability of the EA, scheduling and providing notice of a public hearing in the area where the project is located, and bringing the matter to the Commission for a final decision. An example of a route permit issued by the Commission for a high-voltage transmission line is provided in Appendix C.

Copies of the route permit application and other documents relevant to the process are available for viewing and downloading on the eDockets website at: https://www.edockets.state.mn.us/EFiling/search.jsp, enter “11” for Year and “915” for Number, under search criteria.

3. Proposed Project

The proposed Project is for the construction of approximately 5.8 miles of new, overhead 115 kV transmission line between Xcel Energy's existing Crooked Lake Substation in Coon Rapids, Minn., and Anoka Municipal Utility's existing Enterprise Park Substation in Anoka, Minn., in Anoka County (Figure 2). The project will remove, rebuild, and attach Anoka Municipal Utility's existing overhead (12.5 kV) distribution lines to the new 115 kV transmission line where the new line overtakes the existing distribution lines. (Alternatively, Anoka Municipal Utility may choose to bury some of the distribution lines.) The project would also include modifications to the existing Crooked Lake and Enterprise Park substations.

The Applicant is requesting a route width as narrow as 100 feet in some locations, and as wide as 400 feet in others, except for the area near Anoka High School where the requested route width is 800 feet. The variation in route width is due to the developed nature of the project area. The typical right-of-way for the 115 kV line is 50-75 feet, depending on the structure used. The typical span between poles without underbuild is 300 to 400 feet, and 250 to 300 where 12.5 kV distribution lines are attached. Poles range in height from 60 to 85 feet. Most poles will be constructed as single-pole, wood structures with horizontal post insulators. The transmission line and substation modifications would cost approximately $11.7 million.

Modifications to the existing Crooked Lake and Enterprise Park substations would consist of a new ring bus, breaker additions, step down transformers, and associated switch gear. The substation yards will be expanded by less than one acre to accommodate the added equipment.

Upon issuance of a route permit by the Commission, the Applicant would begin ROW acquisition. Construction of the Project is expected to begin in May, 2013. The estimated in-service date of the Project is October, 2013.

3.1. Purpose of the Project

The stated need of the Project is to address conductor overload concerns to consumers in the Highway 10 corridor from Anoka to Elk River, create a redundant transmission source to the Enterprise Park Substation, providing a more reliable energy source to the industrial loads in the area, support local economic development efforts by the cities of Anoka and Ramsey, provide a transmission line for a future Anoka Municipal Utility substation in the vicinity of 7th Avenue and County Road 116, and to facilitate longer-term opportunities to further strengthen the power supply service to the area.

3.2. Project Location

The proposed Project would be located primarily in the city of Anoka, Anoka County, Minnesota. The proposed transmission line will pass through small portions of the cities of Coon Rapids and Ramsey, Anoka County, Minnesota (Figure 2.) Table 3.1 identifies the geographic areas spanned by the project. Detailed Map Sheets of the Project route are found in Appendix A to this EA.

Figure 2: Transmission Line Route Map



Table 3.1: Project Location

County	City	Section(s)	Township	Range
Anoka	Coon Rapids	8	T31N	R24W
Anoka	Coon Rapids & Anoka	5	T31N	R24W
Anoka	Anoka	6	T31N	R24W
Anoka	Anoka	31, 30	T32N	R24W
Anoka	Anoka & Ramsey	25, 36, 35	T32N	R25W

The proposed new transmission line would exit from the north and east side of the existing Xcel Energy Crooked Lake Substation, cross north over Anoka County Highway 14 (Main Street), then continue west 0.15 miles along the north side of Main Street to the Burlington Northern Santa Fe (BNSF) railroad right-of-way. The Route continues northwesterly 0.38 miles along the northeast side of the BNSF railway corridor, at which point it turns to the north a distance of 0.19 miles across private property to the frontage road located on the south side of U.S. Highway 10. The Route turns to the west along the frontage road approximately 0.25 miles and crosses over to the southwest side of the BNSF railway corridor. The Route continues westerly along the south side of U.S. Highway 10 approximately 0.25 miles to Anoka County Highway 7 (7th Avenue). The Route crosses 7th Avenue and continues westerly 0.13 miles along the south side of U.S. Highway 10 to the northwest corner of the Rudy Johnson Park property. The Route turns north across U.S. Highway 10 and continues along 6th Avenue a distance of 0.40 miles to Grant Street. The Route turns west along Grant Street a distance of less than 200 feet, then turns north a distance of 0.16 miles, following behind 10 homes located on the west side of 6th Avenue. The Route turns east and follows along the north side of Garfield Street a distance of 0.15 miles to the west side of 7th Avenue. The Route turns north along 7th Avenue for a distance of one mile to the south side of the Anoka Ice Arena property. The Route turns west and continues 0.37 miles to Anoka County Highway 116 (Bunker Lake Boulevard), in the general proximity of the Anoka Municipal Utility's wind generator. The Route continues westerly along Bunker Lake Boulevard a distance of 0.55 miles to State Highway 47.

The Route continues along Bunker Lake Boulevard a distance of one mile to a point where Bunker Lake Boulevard curves to the northwest and the Route continues straight west for a distance of 0.16 miles to the municipal boundary line common to the cities of Anoka and Ramsey. The Route turns south along the municipal boundary line between Anoka and Ramsey for a distance of 0.40 miles to the north side of the Enterprise Park Substation property. The Route then turns east along the north side of the Enterprise Park Substation a distance of 0.1 miles, then turns south to enter into the east side of the Enterprise Park Substation facility.

3.3. Alternative Route

During the public EA scoping process, a member of the public suggested a route segment alternative be included in the scope of the EA. This route segment alternative (Route Segment Alternative A) is in the city of Anoka. As is represented in Figure 2, this alternative would depart from the Applicant's preferred route at 6th Avenue where it crosses railroad tracks, and instead parallel the railroad right-of-way to the northwest, then turn north along 4th Avenue, then turn east to join up with the Applicant's preferred route at Garfield Avenue. The route width for this route segment alternative is 400 feet.

3.4. Substation Modifications

The proposed Project involves modifications to the existing Crooked Lake 115-kV Substation. Xcel Energy will own all common substation facilities (land, fence, etc.). Modifications will include installing a new breaker ring bus configuration, modifying the high side structures to accommodate the new 115-kV transmission line, grading, fencing, constructing a control building, and erecting steel structures. The new 115-kV transmission line will exit the Crooked Lake Substation from the east side of the substation and extend north over Main Street. Great River Energy/Minnesota Municipal Power Agency will have a permanent easement for its facilities on the east portion of the substation, and will own and operate all the high voltage 115-kV facilities. The substation yard will be expanded by less than one acre, on Xcel Energy-owned land, to accommodate the added equipment.

The proposed Project involves modifications to the existing Enterprise Park 69-kV Substation. Anoka Municipal Utility will own all common substation facilities (land, fence, etc.) and will operate the low voltage distribution facilities. Modifications will include installing one 115/12.47-kV transformer to receive the new 115-kV service and step it down to 12.47 kV for distribution, installing one box structure, a 115-kV switch with associated bus work and one 115-kV transrupter to accommodate the 115-kV transmission line termination. Portions of the high side structure will be owned by Minnesota Municipal Power Agency and Anoka Municipal Utility. Modifications will also include grading, fencing, constructing a control building, and erecting steel structures. The substation yard will be expanded by less than one acre, on Anoka Municipal Utility-owned land, to accommodate the added equipment.

The new 115-kV transmission line will enter the Enterprise Park Substation on its east side. Great River Energy/Minnesota Municipal Power Agency will have a permanent easement for its facilities on the east portion of the existing Enterprise Park Substation, and will own and operate all the high voltage 115-kV facilities. The substation yard will be expanded by less than one acre to accommodate the added equipment.

3.5. Route Width and Rights-of-Way Requirements

The Applicant requests route widths that vary between 50 and 200 feet from the centerline of the roadways. A larger area is requested around the Anoka High School campus to allow development of an alignment for the transmission line that would work

with the School District, city of Anoka, and Anoka County Highway Department's development plans for this area. The requested route widths are intended to allow flexibility to work with landowners on the alignment and to accommodate environmental concerns. The rights-of-way will typically be 25 to 35 feet from the centerline of the transmission line. In special circumstances, wider rights-of-way may be needed.

The route width of Route Segment Alternative A is 400 feet. The right-of-way will be typical of the Applicant's proposed route, varying from 25 to 35 feet from the transmission line centerline.

3.6. Project Costs

The total estimated cost of the Project, as proposed by the Applicant, is approximately $11.71 million (2010 dollars.) The total estimated cost of the project, incorporating Route Segment Alternative A, is approximately $12.16 million. Cost estimates for the proposed transmission line and substations include expenditures for permitting, surveying (land and cultural resources),right-of-way acquisition, right-of-way clearing and right-of-way restoration, materials, relocation or underbuild for distribution facilities, and construction for both the transmission line and substation modifications.

Transmission line costs vary depending on easement costs, permitting costs, the structure type, the number of structures per mile (i.e., span length), the height and diameter of the wood poles or steel poles, labor and hardware costs, and any modifications to existing distribution infrastructure. The line construction costs include the cost of structures, foundations, insulators, conductor, bird flight diverters where necessary, and labor as well as any costs of equipment that will be used to construct the new line and modify the existing substations.

The single-pole 115-kV transmission line costs for a 795 ACSS conductor (the conductor proposed for this Project) in a developed area are approximately $1,503,000 per mile.

Annual operating and maintenance costs associated with 115-kV transmission lines in Minnesota currently average about $600 per mile. Storm restoration, annual inspections and ordinary replacement costs are included in these annual operating and maintenance costs. The estimated annual cost of right-of-way maintenance is between $500 and $750 per mile of transmission line.

Operation and maintenance costs associated with the Crooked Lake and Enterprise Park substations will be minimal. Operation and maintenance costs include weed control inside the substations.

4. Facility Construction

Construction of the Project would begin following the decision of the Commission and the issuance of required permits and approvals. Prior to construction, all easement rights and ROW must be acquired and soil conditions established to finalize the construction design.

The Applicant has stated the Project will be designed in compliance with the latest industry standards, as well as environmental and other permit conditions. This includes adherence to National Electric Safety Code (NESC) standards regarding clearances to ground, clearance to crossing utilities, clearance to buildings, right-of-way widths, erecting power poles, and stringing of transmission line conductors.

The Applicant has stated it typically uses outside contractors for construction activities on large transmission line projects. The contractor is required to construct the line in accordance with specifications developed by the Applicant's Engineering and Project Management Department. A copy of the Applicant's easement restriction list, environmental restriction lists, and any required local permits are given to the awarded contractor prior to construction.

The Applicant has stated the proposed 115 kV transmission line would be constructed at existing grade elevations. Therefore, no pole locations would require grading, unless it is necessary to provide a level area for construction access and activities.

Typical tangent structures will be wood, laminated wood, or steel direct-embedded poles. The structures will require a hole dug 10 to 15 feet deep and 3 to 4 feet in diameter for each pole. Any excavated soil that is not backfilled will be thin spread or removed from the site as required. The poles may be backfilled with native soils, crushed rock or concrete depending on design conditions. In lowland areas, a galvanized steel culvert may be also inserted for pole stability if soil capacity is poor.

Due to the congested development throughout the Project area, angle structures will typically be self supported and attached to a drilled concrete pillar foundation. The pillar will typically have a diameter of 4 to 8 feet. The hole may require a depth of 15 to 30 feet depending on design requirements. The pillar will be poured onsite with concrete delivered to the site via concrete trucks from a local batch plant.

Poles may be delivered to the staked location or to a designated marshalling yard depending on delivery and contractor availability. If the poles are delivered to a staked site, they are placed on the right-of-way out of the clear zone of any adjacent highways or designed pathways. The poles are typically framed with insulators and hardware on the ground and then lifted and placed in the hole via a bucket truck or a crane depending on the weight of the structure.

Once the structures have been erected, conductors are installed by establishing stringing setup areas within the right-of-way. These stringing setup areas are typically located

every two miles along the project route. The conductors are pulled with a rope lead that connects to every structure through a dolly attached at the insulator location. Temporary guard or clearance poles are installed at crossings to provide adequate clearance over other utilities, streets, roads, highways, railroads, or other obstructions after any necessary notifications are made or permit requirements met to mitigate any concerns with traffic flow or operations of other utilities.

In lowland areas, construction activities may occur during the winter season to mitigate any damage to wetland areas or other sensitive areas, or to comply with required crossing permits. A pre-construction meeting with the State of Minnesota will outline any special requirements for the contractor prior to the start of any construction activities.

During construction, when temporary removal or relocation of fences needs to occur, installation of temporary or permanent gates may be required. The Applicant will be required via the route permit to coordinate with the landowners on replacement of fences and gates.

Regardless of the route or technique selected, similar construction equipment would be required. Equipment that would be used for construction includes: tree removal equipment, mowers, cranes, backhoes, digger-derrick line trucks, track-mounted drill rigs, dump trucks, front end loaders, bucket trucks, bulldozers, flatbed tractor-trailers, flatbed trucks, pickup trucks, concrete trucks, and various trailers.

Modifications to the Enterprise Park and Crooked Lake 115-kV substations will begin once permits are received and the final design is complete. A detailed construction schedule will be developed based upon availability of crews, outage restrictions for any transmission lines that may be affected, weather conditions, spring load restrictions on roads, and any restrictions placed on certain areas for minimizing impacts from construction.

The Applicant has stated that all construction will be completed in accordance with state, NESC, Great River Energy, Anoka Municipal Utility and Xcel Energy construction standards regarding clearance to ground, clearance to crossing utilities, clearance to buildings, right-of-way widths, erection of power poles (to connect the line to the substation), and stringing of transmission line conductors.

Less than one acre of land is expected to be disturbed in the modifications of each substation. Some grading of the substations will be needed followed by pouring concrete foundations to support the substation equipment and control house.

4.1. Property/Right-of-Way Acquisition

There are approximately 4.4 miles of existing overhead electric distribution lines located within the 5.8-mile proposed route. These existing distribution lines are owned, operated and maintained by Anoka Municipal Utility. In most instances, there will likely be some element of physical conflict with the new transmission line, making it necessary to

remove, bury, or upgrade the distribution line by attaching it as underbuild on the new transmission line poles. In fewer instances where the new transmission line would not be in conflict with the existing distribution line, the distribution line will be left in its current location.

Approximately 4.2 miles of the 5.8-mile Proposed Route would parallel public road and railroad rights-of-way (approximately 0.65 miles adjacent to Trunk Highway 10, 2.7 miles along Anoka County Roads 7,14 and 116, 0.35 miles adjacent to the BNSF railroad; and 0.54 miles along Anoka city streets). This parallel alignment adjacent to public road and railroad rights-of-way represents approximately 72 percent of the total route length of 5.8 miles.

The typical right-of-way will be 50 to 70 feet wide, 25 to 35 feet on each side of the transmission centerline. Along public roads, the Applicant has stated it will locate the transmission line structures two to five feet outside of the public road rights-of-way, although there may be unique circumstances where structures would need to be located within public road rights-of-way. With much of the Project located in densely developed suburban areas, consideration of narrower right-of-ways will be given in those instances where existing structures or other physical features may reduce the available right-of-way to less than 25 feet on either side of the transmission line.

In rare cases, a right-of-way width exceeding 70 feet may be required for unusually long spans (such as the Rum River crossing) or special design requirements based on final design survey results. The minimum right-of-way width is largely dependent upon the extent of conductor blowout and recommended clearances from physical obstructions along the Route.

Once a route permit is approved and issued by the Commission, an engineering design survey will be completed and a centerline location of the transmission line will be established. Right-of-way negotiations will commence shortly thereafter. As a general practice, landowners or other interested parties will be contacted to review project details and to discuss the initial phases of the transmission project, including survey and soil investigation.

During the right-of-way acquisition process, each landowner or other interested party is provided with an acquisition package generally consisting of a copy of the Route Permit, easement documents, deeds, structure locations, typical structure photos, an offer of compensation and a project plan depicting the proposed transmission line or facility relative to each landowner's property. Additional information will be provided to each landowner or interested party explaining power line safety, easement acquisition procedures, damage settlement procedures, and a complaint reporting form. In addition to permanent easements necessary for the construction, operation and maintenance of the transmission line, there may be other special negotiations with certain landowners for temporary easements or agreements for construction access rights and staging areas for storage of poles and conductor, equipment, vehicles, or other construction-related materials. Landowners will be sufficiently notified in the event that site access is needed for soil investigation activities.

The Applicant will be responsible for acquiring the necessary easement rights for the new 115 kV transmission line. The Applicant will be available to discuss easement issues with all property owners and interested parties.

Xcel Energy is fee owner of the 4.76-acre Crooked Lake Substation property. No additional property acquisition is anticipated for the modifications proposed at this substation facility.

The city of Anoka is fee owner of the existing 2.33-acre Enterprise Park Substation property. In addition to the electric substation facility, the city operates and maintains an elevated municipal water storage tank situated on the easterly portion of the property in close proximity to the substation facility. A 0.69-acre parcel of land located westerly and immediately adjacent to the Enterprise Park Substation property is being considered by the Applicant for purchase in fee title or by easement for the purpose of improving access to the substation both during construction of the Project and any future expansion of the 115-kV components of the substation.

The acquisition of utility easement on private land consists of a multi-step process that includes examining titles, contacting owners, surveying, preparing documents and purchasing the ROW. The first step in the ROW process is to complete a public records search of all land involved in the Project. A title report is then developed for each parcel to determine the legal description of the property and the owner(s) of record and to gather information about easements, liens, restrictions, encumbrances and other conditions of record. Owners of private land located within the desired ROW easement would be contacted by a ROW agent acting on behalf of the Applicant to discuss the land use needs specific to their parcel and any site-specific concerns of the land owner. Contact with private land owners would occur following the issuance of the Route Permit. The ROW will notify the owners of private land prior to performing any land survey and soil exploration activities.. The purpose of the survey is to identify natural features, man-made features, and elevations needed for detailed engineering design of the transmission line.

The ROW agent conducts negotiations with the land owner to acquire easement rights to build, operate, and maintain the transmission line and associated structures. The ROW agent would offer fair compensation for the value of the easement. The specific location of structures associated with the transmission line would be staked during easement negotiations. If the landowner and Applicant cannot reach an agreement, prior to commencing the condemnation process, the Applicant would be required to obtain an independent appraisal of value for the easement, which would be provided to the landowner. If the land owner does not agree with the easement value offered by the ROW agent, the land owner may obtain its own appraisal of easement value. Reimbursement for the cost of the landowner's appraisal, up to pre-specified amounts that vary depending on the type of property, could be awarded by the court-appointed Commissioner in the condemnation process, as stipulated in Minnesota Statutes, section 117.036.

If an agreement cannot be reached regarding the acquisition of easement rights, the Applicant can exercise the right of eminent domain, also referred to as the condemnation process, under Minnesota Statutes, chapter 117. Under the condemnation process, the Applicant files a Petition in the district court where the property is located. The Petition would be served to all owners of the property. If granted by the courts, a three-person condemnation commission would be established to evaluate compensation for the easement. The three-person committee would be comprised of third-party individuals familiar with real estate issues, who would view the property in question. The commission would conduct a valuation hearing, at which the property owners would be allowed to testify regarding the fair market value or the easement. Following the hearing, the commission would make an award as to the value of the property, which would be filed with the court. Each party is given a 40-day window to appeal to the district court for a jury trial.

After ROW is acquired, the ROW agent would contact all land owners to discuss the construction schedule. If personal property must be moved temporarily for the construction of the Project (e.g., property fences), the ROW agent would discuss this with the land owner.

4.2. Transmission Line Structures

Single pole wood structures with horizontal post insulators will be the primary structure used for the Project. In some instances the topography may require longer spans beyond the capability of the horizontal post insulators, in which case a braced post design will be utilized to accommodate the increased loadings. Angles in the line will require guying (the use of anchors and support cables) or specialty structures. Where guying is not practicable, direct embedded laminated wood poles or steel poles on drilled concrete pillar foundations will be utilized.

Single pole with underbuild design will be used in areas where the new transmission line overtakes one of the various distribution providers along the proposed route. This design uses less right-of-way than two separate parallel lines. However, these structures will be taller because the higher voltage circuit is stacked on top of the lower voltage circuit, resulting in a pole that averages 75 to 85 feet in height above ground. Span lengths will average 250 to 300 feet. There are several locations along the proposed route where the distribution may be buried underground due to physical constraints or for aesthetic reasons.

H-Frame design structures may be used in areas where longer spans are required to avoid or minimize impacts to wetlands or waterways. Span lengths average 600 to 700 feet, with 1,000-foot spans possible with certain topography. H-Frame structure heights range from 60 to 80 feet with taller structures required for exceptionally long spans and in circumstances requiring additional vertical clearance exceeding National Electrical Safety Code (NESC) and other agency requirements. Figure 3 illustrates the various structure types that will be used for the Project.

The transmission line will be designed to meet the NESC and the Institute of Electrical and Electronics Engineers standards. The NESC recommends minimum safety standards for clearances over roadways, buildings, signs, light standards, and other facilities.

In most instances, the Applicant states that NESC height standards over highways and roadways (20.1-feet minimum clearance) will be exceeded. In some cases, greater clearances are dictated by MnDOT or local county highway permitting. The Applicant has stated it will work with these agencies to meet their clearance requirements.

Although the existing standards give recommended clearances over buildings, the Applicant has stated it will not locate transmission lines directly over a building unless it cannot be avoided. Horizontal clearances to buildings, signs, light standards, and other installations are determined by calculating the blowout of the wire, structure deflection, and safe electrical clearance from the line.

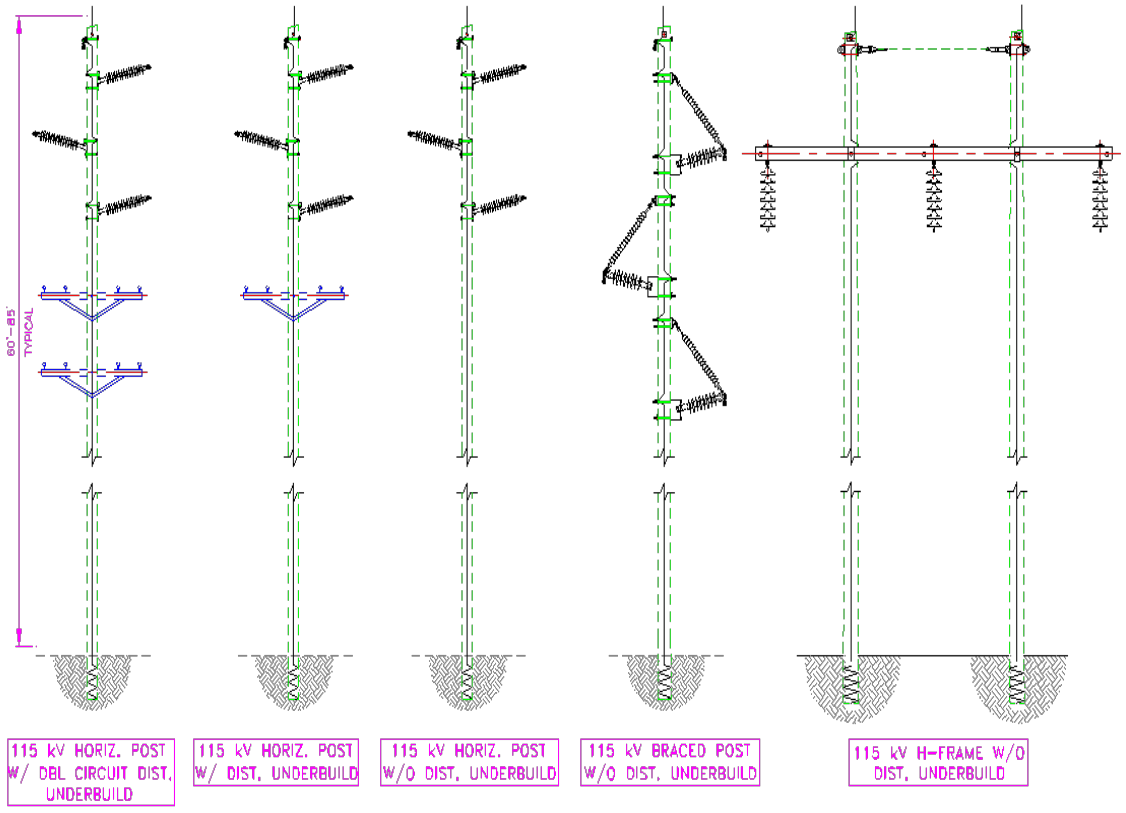
4.3. Transmission Line Conductors

The single circuit structures will have three single-conductor phase wires (not bundled) and one shield wire. The phase wires will be 795 ACSS 26/7 (Aluminum Conductor Steel Supported with 7 steel core strands and 26 outer aluminum strands). The shield wire will be 0.528 optical ground wire. The average span between structures without underbuild will be 300-400 feet and structure heights will range from 60 to 85 feet. The diameter of wood poles at ground level ranges between 15 and 22 inches. Rectangular laminated poles are buried in steel culverts typically four to six feet in diameter that are filled with crushed rock. Steel poles are mounted on concrete pillar foundations with diameters ranging from four to eight feet in diameter with the pole slightly smaller than the concrete pillar. Structures, pole heights and spans will vary depending upon topography and environmental constraints (such as highway crossings, water crossings, and required angle structures).

4.4. Cleanup and Restoration

The HVTL route permit will require the Applicant to restore the ROW following construction. Upon the completion of **c**onstruction, property owners and interested parties will be contacted by the Applicant to determine the extent of construction damages, if any. Personal property and real estate that may have sustained construction-related damage will be restored or replaced by the Applicant to its pre-construction condition or better. Property owners and other interested parties will again be notified by the Applicant upon the completion of the restoration and cleanup, and will be directed to report any outstanding construction issues that have not been addressed. Once construction cleanup is complete and construction damages have been successfully mitigated, landowners will be sent a final notification advising them of the completion of the Project.

Figure 3: Schematic Diagrams of Typical Transmission Line Structures



4.5. Damage Compensation

Following construction of the Project, the ROW agent would contact private land owners to inquire whether any damage occurred to the property during construction and what repairs may be needed. The Applicant would be responsible for restoring all areas to their original condition to the maximum extent possible. If non-repairable damage occurs to a property, the Applicant would reimburse the landowner for such damages.

4.6. Maintenance

The Applicant will periodically use the transmission line right-of-way to perform inspections, maintain equipment, and repair damage. Regular maintenance and inspections will be performed over the life of the facility to ensure a reliable system. Annual inspections will be done by foot, All-Terrain Vehicles, pickup truck, or by aerial means. These inspections will be limited to the acquired right-of-way and areas where obstructions or terrain require access off the easement. An aerial inspection of each transmission line is conducted every other month to ensure reliable operation.

The Applicant will conduct vegetation surveys and remove undesired vegetation that will interfere with the operation of the transmission line. Frequency of vegetation maintenance is on a three- to seven-year cycle. Right-of-way clearing practices include a combination of mechanical and hand clearing, along with an application of herbicides where allowed.

The Applicant will perform periodic inspections, maintain equipment, and make repairs over the life of the substations. Anoka Municipal Utility and Xcel Energy will also conduct routine maintenance as required to remove undesired vegetation that may interfere with the safe and reliable operation of the substations.

4.7. Undergrounding Transmission Line Facilities

It is common to see lower voltage distribution lines that connect to homes and businesses buried directly in the ground using less invasive construction methods. In these cases, undergrounding offers aesthetic and environmental benefits while posing relatively few construction, maintenance, and operational challenges. Undergrounding of transmission lines at higher voltages, however, can become progressively more complex. A number of factors are involved in the consideration of undergrounding a HVTL, including: construction, cost, and maintenance. Because of these challenges, placing high-voltage transmission lines, like the line proposed for this Project, underground is a practice generally used as a mitigative measure only when there is no viable overhead corridor and for very limited distances to address specific constraints.

Underground transmission lines would be placed in a concrete duct system. The underground line would require a concrete duct bank containing two 6-inch PVC conduits for transmission circuits and one 2-inch PVC conduits for ground continuity and communication needs. The trench design is dependent on physical limitations of the

route selected, including existing subsurface features and available ROW. Manholes placed along the route would be used to pull conductors through the duct system.

Open cut trenching is the most commonly used construction technique to install underground duct systems. Depending on the natural features in the right-of-way, it may be necessary to shore up the trench for worker safety, dewater the trench due to the presence of shallow groundwater, and backfill the trench with selective fill material to improve heat transfer. Installation generally includes direct burial in backfilled trenches and concrete trenches with covers or concrete ductbanks. Constructing the trench for the underground transmission line would likely result in greater temporary construction impacts than the proposed overhead line.

In general, construction of underground transmission lines takes longer than construction of overhead transmission lines. A typical progression rate for underground construction would be 200-feet of transmission line per day.

Background research and engineering and design considerations are required before construction of underground transmission lines. Prior to construction of underground transmission lines, the Applicant would conduct soil sampling and testing to determine the thermal conductivity of the earth and ability to trench and bore in the ROW.

An underground transmission line is expected to cost five times more per mile compared to construction of an overhead transmission line, due to time, materials, process, and the use of specialized labor. An underground transmission line must also be routed to avoid other underground installations such as water, gas, and sewer lines. Unstable slopes, hazardous material sites, wetlands, and bedrock must be avoided. Going under a road, highway, or river requires construction techniques, such as directional boring, that are more expensive than overhead installations.

Although failure of underground transmission lines is rare, a disadvantage of building underground transmission lines is the difficulty of finding and repairing failures. Overhead failures can usually be found through visual inspection. The time and cost to repair an underground transmission line would be greater than those anticipated for an overhead transmission line. While overhead transmission lines fail, on average, once every 17.8 years, underground transmission lines fail once every 50.5 years. In addition, the average time to resolve a failure on an overhead transmission line is nine hours. The average time to resolve a failure on an underground transmission line is three weeks.

No routine maintenance or operation costs are anticipated for underground transmission lines. Visual inspections of underground transmission lines are not possible and will not be conducted. Unlike overhead transmission lines that are susceptible to a number of sources of outages (e.g., weather, birds, vehicle impacts), underground transmission lines are susceptible to only two outage causes: cable fault due to overloading of the system and failure of the cable or splices. If a fault is sensed on the transmission system, the underground transmission line will need to be accessed.

5. Affected Environment, Impacts, and Mitigation

The construction of a transmission facility involves both short- and long-term impacts. An impact is a change to the pre-construction environment as a direct or indirect result of the proposed action and may be positive or negative. Direct impacts are caused by the action and occur at the same time and place. Indirect impacts are caused by the action and occur later in time, but are still reasonably foreseeable.

This section describes the potential impacts on resources and the possible mitigation measures intended to avoid, minimize, or mitigate impacts caused by the construction and future operation and maintenance of the proposed transmission facility.

5.1. Human Settlement

The Project has the potential to affect various resources related to human settlement. Potential effects related to proximity to structures, aesthetics, noise, interference with public services and utilities, archaeological and historic resources, and safety and health are addressed in this section.

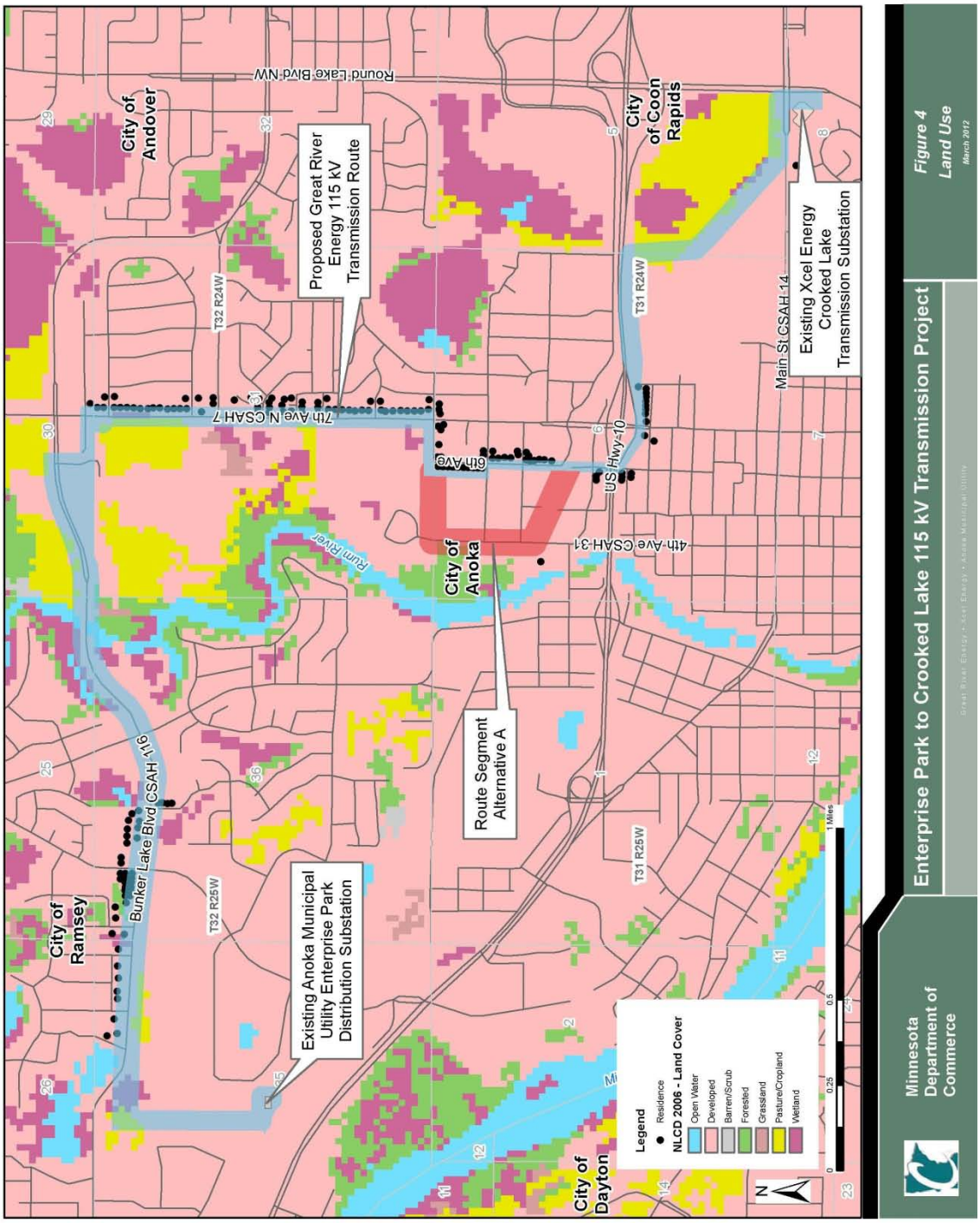
5.1.1. Proximity to Residential Structures

Residences are located along the roads and property lines paralleled by the proposed route and Route Segment Alternative A (Figure 4.) To compare the route alternatives, residences in the Project area were identified, and the number of residences within 35 feet, 36-135 feet, and 136-300 feet of the proposed alignment for the Proposed Route and Segment Alternative was tabulated. Although 17 homes are within the maximum ROW required for the transmission line, the Applicant has stated that no residential displacement will need to occur in order to construct and operate the transmission line. The National Electric Safety Code (NESC) and Applicant standards require certain clearances between transmission line facilities and buildings for safe operation of the transmission line. Therefore, the Applicant would acquire a ROW for transmission lines that is sufficient to maintain these clearances. The Applicant has stated this is possible by reducing the ROW required, and by sharing existing ROW, such as road corridors. This information is presented in Table 5.1.

Table 5.1 Number of Residences within 300 Feet of the Proposed Route Alignment

Resource Category	Proposed Route	Route Segment Alternative A
Number of Residences 0-35 feet from route alignment	17	17
Number of Residences 36-135 feet from route alignment	60	40
Number of Residences 136-300 feet from route alignment	172	172
Total number of residences within 300 feet of route alignment	249	229

Figure 4: Land use



As shown in Table 5.1, a total of 249 residences are within 300 feet of the proposed route, while a total of 229 residences are within 300 feet of the proposed route that incorporates Route Segment Alternative A. The 20 additional existing homes along the preferred route would be between 36 and 135 feet from the route centerline. Volunteers of America has begun construction of a multi-tenant senior continuum of care campus on the property located east of 4th Avenue and north of Grant Street that would be impacted by Route Segment Alternative A.

Mitigation – Proximity to Residential Structures

In order to mitigate effects to structures located near or within the Project ROW, the Applicant refined the routes to avoid the following to the extent possible:

- Existing or planned residences;
- Areas where clearances are limited because of trees or nearby structures; and
- Agricultural areas, agricultural operations, or other related land uses.

Where possible, during detailed design, the Project transmission lines would be placed on the opposite side of the road from residences to further mitigate potential effects on structures within or near the ROW. Proper safeguards also would be implemented for construction and operation of the facility. The Project would be designed in compliance with local, state, and NESC standards for clearance to ground, crossing utilities and buildings, strength of materials, and ROW widths.

The proposed transmission lines would be equipped with protective devices (circuit breakers and relays located in the substation where the transmission lines terminate) to safeguard the public. If an accident were to occur, such as a structure or conductor falling to the ground, protective equipment would de-energize the transmission line.

5.1.2. Aesthetics

The majority of the 115-kV single circuit line will be constructed using single pole wood structures with horizontal post insulators. The average height will be between 60 and 85 feet, with an average span of 250 to 400 feet. The transmission line will generally be designed with a narrow profile that is less intrusive than other types of structures.

Because of the highly developed nature of the Project area, the viewshed is congested with manmade structures and is relatively short, both of which makes the transmission line less apparent to the casual observer. The transmission line will nevertheless be visible along the roads that it parallels. In some areas it will replace an existing distribution line, which may be attached to the new poles. Homes within 500 feet of the Proposed Route alignment will be the most likely to have their viewshed affected by the construction of a transmission line.

Temporary indirect impacts primarily are associated with construction. For example, construction of the transmission line could create visual impacts due to the presence of equipment, the creation of staging areas, and the installation of the structures and lines.

These impacts may disrupt a generally passive experience felt by residents and visitors in the Project area.

More long-term indirect impacts would be associated with the placement of the poles and the potential loss of trees, and as a result, the sentiments associated with these resources. The long-term indirect impacts likely would occur once the transmission line and substations were in operation. In areas where trees would be removed, the transmission lines and poles would be visible to resident and interested/participant viewers.

Minimal direct and indirect impacts are anticipated in the locations of the Enterprise Park and Crooked Lake substations. Activities associated with the modifications would be consistent with the overall industrial atmosphere, albeit noticeable to some existing users.

Mitigation - Aesthetics
While the new transmission line is proposed for an area that is substantially developed, there will be areas where the Project will create a visual contrast to surrounding land uses. The Applicant has stated it will work with landowners to identify concerns related to the proposed transmission line and upgraded substations. In general, mitigation includes enhancing positive effects as well as minimizing or eliminating negative effects. Mitigation will include, to the extent practicable and within sound engineering practices, the following:

- Locating structures, right-of-way and other disturbed areas after considering input from landowners or land management agencies to minimize visual impacts.
- Taking care to preserve the natural landscape by constructing and operating the line to prevent any unnecessary destruction of the natural surroundings.
- Paralleling or sharing existing transmission lines and other rights-of-way, wherever such actions do not violate sound engineering principles or system reliability criteria.
- Placing structures at the maximum feasible distance from highway, trail and water crossings.
- Compensating landowners for removal of any mature yard trees, either through easement negotiations or on a separate basis.

5.1.3. Noise

There are two potential sources of audible noise from the Project: the conductors on the transmission line and the equipment located within each of the substations.

Noise levels are measured on a logarithmic scale in units of decibels. Because human hearing is not equally sensitive to all frequencies of sound, it is customary to apply a weighting factor so the overall measured sound pressure level will relate as closely as possible to the ear's perception of the sound. The A-weighting network is typically used and the measured sound level is expressed in units of decibels A-weighted (dBA). In general terms, a noise level change of 3 dBA or less is imperceptible to human hearing. A 5-dBA or more change in noise level is clearly noticeable. A 10-dBA change in noise level is perceived as a doubling of noise loudness

Minnesota's Noise Pollution Control Rules (Minn. Rules Chapter 7030) states that noise levels must meet specific standards based on Noise Area Classifications (NAC) established in the rule. The standards are summarized in Table 5.2.

Table 5.2: Noise Area Classifications & Standards

NAC	Day (07:00-22:00)		Night (22:00-7:00)	
	L50	L10	L50	L10
1	60	65	50	55
2	65	70	65	70
3	75	80	75	80

The NAC is based on land use activity at the location of the receiver. For example, household units are defined under NAC 1, bus passenger terminals are defined under NAC 2, and transportation right-of-way is defined under NAC 3. NAC 1 also includes other noise-sensitive areas such as medical and other health services, religious services, educational services and camping areas.

Minnesota's Noise Pollution Control Rules use the A-weighting scale and apply statistical sound levels (L-Level Descriptors) to account for changes in sound levels over a period time as shown in Table 5.2. The L10 is defined as the noise level exceeded 10 percent of the time, or for six minutes in an hour. The L50 is the noise level exceeded 50 percent of the time, or for thirty minutes in an hour. The L5 is the noise level exceeded five percent of the time, or for three minutes in an hour.

Audible noise from electrical conductors is due to point source corona (minor breakdown of air insulating a conductor) and is a function of conductor voltage gradient. Noise emission from a transmission line occurs during heavy rain and wet conductor conditions. In foggy, damp, or rainy weather conditions, power lines can create a crackling sound due to the small amount of electricity ionizing the moist air near the wires. During dry weather, audible noise from transmission lines is barely perceptible.

During heavy rain, the background noise level produced from the rainfall and wind is usually greater than the noise from the transmission line. Also, few people are outdoors and often windows are closed, which help to mitigate the level of noise to which a person is subjected. As a result, people do not normally notice audible noise from a transmission line during heavy rain.

Table 5.3 summarizes the expected noise level from a 115-kV transmission line when it is exposed to heavy rain conditions (one inch per hour). These estimates are based on results from the Bonneville Power Administration Corona and Field Effects Program version 3 (U.S. Department of Energy, Bonneville Power Administration (BPA), Undated).

Table 5.3: Conductor Noise Estimates – Heavy Rain Case

Measurement Location	L5	L50
Edge of right-of-way	17.7 dBA	14.2 dBA
Directly under the line	18.8 dBA	15.3 dBA

BPA developed general guidelines based upon public response to alternating current (AC) transmission line audible noise. The guideline indicates that numerous complaints can be expected if the line noise exceeds approximately 58.5 dBA and that few complaints should be expected if audible noise is limited to 52.5 dBA, values relatively consistent with the Minnesota noise rules. The calculated values for the proposed transmission lines are well below the state's standards and BPA's guidelines. The audible noise will be barely perceptible during fair weather.

Noise associated with substations includes the operation of transformers and switchgear. The transformers produce a constant low-frequency humming noise, while the switchgear produces an impulsive or short duration noise during infrequent activation of the circuit breakers. Due to the infrequent operation of the switchgear, the noise generated will be considered temporary in nature and not predicted to exceed the MPCA Noise Limits.

Modifications at the Crooked Lake Substation will not include the installation of a new transformer. Accordingly, the only new noise source will be from new switchgear.

Modifications at the Enterprise Park Substation will include the installation of a new 115-kV step-down transformer. A typical transformer of this type would have vendor noise level guarantees measured one meter from the equipment of 75 dBA when the fans are running. To conservatively predict future noise levels and compliance with the 50-dBA limit, the 75-dBA noise level was treated as a point source at the transformer and modeled to determine the distance where the noise levels would be reduced to 50 dBA.

A simplified, conservative model was created to determine the distance at which the noise would attenuate to 50 dBA (the NAC 1 nighttime L_{50} noise standard). Noise propagation through the outdoor atmosphere typically decreases in level with increasing distance between the source and the receiver. The noise attenuation is the result of several mechanisms, including geometrical spreading of the sound waves, shielding provided by physical structures, atmospheric absorption of the acoustic energy and ground effects on the sound waves. In general, the noise or sound pressure levels emitted from a substation will decrease approximately 6 dB for each doubling of distance from the source to the receiver. The simplified model was prepared based on this 6-dB reduction with a doubling of distance. The model is conservative in that it does not factor in geometric spreading or any attenuation from shielding or ground effects.

Based on the model, substation noise level from the Enterprise Park Substation will attenuate to 50 dBA at a distance of approximately 51 feet from the transformer. The nearest NAC 1 receptor will be the Anoka Technical College, which is approximately 450 feet from the Enterprise Park Substation, and at this distance, the noise level will be approximately 31 dBA. Noise levels will be significantly lower inside the buildings where the educational services occur.

Mitigation - Noise
The MPCA regulates noise limits in the state of Minnesota. Utilities must conform to the standards of these noise limits. The Applicant has stated that the substation substation modifications will be designed to emit noise levels that will attenuate to levels lower than the MPCA noise limits at the nearest receptors. Transmission line noise levels are not predicted to exceed the MPCA noise standards outside the right-of-way for all noise area classifications. Substation noise will not exceed applicable limits, including the MPCA noise limits.

For noise generated during construction, the Applicant would be required by state regulation to adhere to local ordinances dictating when noise can be generated (e.g., daytime only) from construction–related activities. It is expected that noise from construction would be intermittent and temporary in nature.

The applicant has stated it will design the alignment to minimize the removal of trees. Trees provide minimal noise mitigation. It takes approximately a 100-foot wide strip of trees with heavy dense undergrowth to provide a 5 dB reduction in sound levels. A 6 dB change in sound is barely perceptible to the human ear. The trees north of the MnDOT facility entrance road are up to 200 feet wide and undergrowth may be sufficiently dense in the summer to provide some noise mitigation to a receptor northwest of the MnDOT facility (e.g., the strip mall east of 7th Avenue). Cutting this 200-foot wide stand back by 35 feet would not result in a perceptible change in the noise levels. The stand of trees south of the MnDOT entrance road is not sufficiently wide enough and there is no undergrowth to provide any perceptible noise mitigation. Accordingly, cutting these trees are not expected to result in a perceptible noise increase.

5.1.4. Interference with Utility Systems and Public Services

Under certain circumstances, corona from transmission line conductors can generate electromagnetic “noise” at the same frequencies that radio and television signals are transmitted. This noise can cause interference with the reception of these signals depending on the frequency and strength of the radio and television signal. Television interference is rare, but may occur when a large transmission structure is aligned between the receiver and a weak distant signal, creating a shadow effect. Loose and/or damaged hardware may also cause television interference. Tightening loose hardware on the transmission line usually resolves the interference issue.

If radio interference from transmission line corona does occur, satisfactory reception from AM radio stations presently providing good reception can be obtained by adjusting the receiving antenna. Moreover, AM radio frequency interference typically only occurs

immediately under a transmission line and dissipates rapidly within the right-of-way to either side. FM radio receivers usually do not pick up interference from transmission lines because corona generated radio frequency noise currents decrease in magnitude with increasing frequency and are quite small in the FM broadcast band (88-108 Megahertz). Also, the excellent interference rejection properties inherent in FM radio systems make them virtually immune to amplitude type disturbances.

A two-way mobile radio located immediately adjacent to and behind a large metallic structure (such as a steel tower) may experience interference because of signal-blocking effects. Movement of either mobile unit so that the metallic structure is not immediately between the two units should restore communications. This would generally require a movement of less than 50 feet by the mobile unit adjacent to a metallic tower.

Utility Systems and Public Services in the Project area include AM and FM radio; television; global positioning systems (GPS); existing utilities; cellular signals; and emergency service providers (e.g., "911" and emergency management systems (EMS)).

Communications networks in the Project area were identified through a search of current antenna licenses with the Federal Communication Commission (FCC). Existing transmission lines in the Project area were identified by the Applicant in the route permit application.

Transmission lines have the potential to interfere with existing utilities through corona and gap discharges. Corona is a phenomenon associated with energized transmission lines. Under certain conditions, the localized electric field near an energized conductor can be sufficiently concentrated to produce a tiny electric discharge that can ionize air close to the conductors. This partial discharge of electrical energy is called corona discharge or corona (Electric Power Research Institute, 1982 as cited in PG and E, 2005). Several factors, including conductor voltage, shape and diameter, and surface irregularities, such as scratches, nicks, dust, or water drops, can affect a conductor's electrical surface gradient and its corona performance (PG and E, 2005).

Corona from transmission lines could generate electromagnetic signals in the same frequencies as those used for radio and television signals, depending on the frequency and strength of the radio and television signal. Corona discharges cause short pulses of voltage and current to be propagated along the transmission line, resulting in radio frequency noise in the vicinity of the line (PG and E, 2005).

In addition to corona, gap discharges also may be present. These types of discharges could occur "at locations where tiny electrical separations (gaps) develop between mechanically connected metal parts. A small, electric spark discharge across the gap can create unwanted electrical noise" (PG and E, 2005). Generally, interference due to gap discharges is less frequent for high voltage transmission lines than lower voltage lines (PG and E, 2005). Interference issues from transmission lines generally could be corrected by tightening any loose or separated parts on the transmission lines (BPA, 2002).

Interference also depends on the weather conditions. In humid conditions, corona is higher than it would be in dry weather. Under ideal conditions, the conductor cables would be free of corona discharges; protrusions, such as water droplets on the cable, enhance the electric field in the vicinity of the droplet to a size where corona could become present (Straumann and Fan, 2009).

AM radio reception (in broadcast bands 535 to 1605 kilohertz (kHz)) interference typically is stronger if a radio unit and/or antenna is located beneath the transmission line and dissipates rapidly within the ROW to either side of the transmission line. Modifying a radio antenna and/or relocating a radio unit (i.e., away from a transmission line and away from a metallic tower-type structure) are simple ways to restore AM reception on a device that originally had good reception prior to the interference. FM radio reception is rarely affected by the presence of transmission lines. Since corona generated radio frequency noise currents decrease in magnitude as frequency increases, the effects of corona are quite small in a FM broadcast band (88-108 Megahertz). In addition, FM radio systems have inherent excellent interference rejection properties.

Television signals are rarely affected by corona interference. However, some interference may be possible, if a shadow effect is created when a large transmission structure is aligned between a receiver and a weak signal. Digital signals are more tolerant of electric interference. Interference with television reception can be corrected by several methods including adjusting the television antenna, installing a remote antenna, and installing a translator.

GPS collects and coordinates data from at least four satellites at any one time. As such, constellation, positioning of the four satellites, and signal strength are the most important factors that decide accuracy of the GPS. In 2002, the Institute of Electronics and Electrical Engineers (IEEE) conducted a series of experiments to observe if overhead transmission lines interfere with the GPS function. One of the tests utilized a Trimble GPS receiver near a 345 kV line to determine if corona noise and gap discharge could affect the "lock" a receiver had on the satellite constellation above. The results from this experiment by IEEE are as follows:

- Generally, GPS function is very minimally affected by transmission line electromagnetic interference (EMI).
- Interference that is caused could be either due to corona noise or gap discharges.
- Rarely, transmission structure may cause a drop in accuracy due to blocking a view of at least one of the satellites from GPS. However, corona noise and gap discharges do not cause loss of a satellite signal "lock" (IEEE, 2002 as cited in Minnkota Power Cooperative, Inc., n.d.).

Based on this research, GPS signals very rarely experience interference from overhead transmission lines. On rare occasions, a transmission line structure may cause a drop in accuracy within a GPS device due to blocking a view to one satellite, but this would only occur if the receiver, tower, and satellite are in a line, which is rare. Typically, if there is

any EMI present, proper GPS function is usually restored in minutes (IEEE, 2002 as cited in Minnkota Power Cooperative, Inc., n.d.).

Cell phones and wireless internet devices operate at an ultra-high frequency (UHF). In general, as frequency increases, radio frequency noise decreases. Radio frequency noise is generally not existent in the UHF range. High voltage transmission lines are not known to cause interference in cellular phone and wireless internet function.

Mitigation - Interference with Utility Systems and Public Services

The Project would be constructed to comply with NESC standards. No large scale adverse effects of the Project on utility systems are expected.

If radio or television interference occurs because of the transmission line, the Applicant will work with the affected landowner to mitigate the problems so that reception is restored. If television or radio interference is caused by or from the operation of the proposed facilities in those areas where good reception is presently obtained, The Applicant will inspect and repair any loose or damaged hardware in the transmission line, or take other necessary action to restore reception to the pre-Project level, including the appropriate modification of receiving antenna systems if necessary.

Any planned service disruptions to electric utility services that are necessary during construction activities would be scheduled with the affected owners of the existing transmission and distribution lines in accordance with reliability standards. Advanced scheduling of these disruptions would allow for alternative arrangements for electrical service to be made when possible and to allow for customers to be notified in advance. Utility repair crews would be present or on-call during construction activities to respond to any unplanned incidents that may result in an interruption to electric service.

5.1.5. Archaeological and Historic Resources

One recorded historical site was identified within the Proposed Route. Although additional sites have been recorded within one mile of the Proposed Route, the Project will have negligible impacts on these sites, and then only from a visual perspective The Minnesota Historical Society (MHS) was contacted requesting information on the possible effects of the proposed Project on historic properties in the Project area. MHS indicated that the proposed Project was reviewed pursuant to the responsibilities given the State Historic Preservation Officer by the Minnesota Historic Sites Act and the Minnesota Field Archaeology Act.

The Applicant contracted an archeological literature review of the project area. Fourteen previously recorded archaeological sites exist within one mile of the Project. Only one of the 14 sites is located directly in the Proposed Route.

The previously recorded site within the Proposed Route is located in the vicinity of River Bend Park. The site was identified in 1989 during a survey of the entire island on which the park is established. The site was deemed to be non-eligible for registration on the National Register of Historic Properties, and it was subsequently filled over during

construction of the County Road 116 bridge over the Rum River. Despite the 1989 survey, portions of the island remain undisturbed and there is potential for cultural sites to exist based on the site's proximity to the Mississippi and Rum Rivers.

Due to this potential for cultural resources, a Phase I Archaeological Reconnaissance Survey is recommended should construction plans involve ground disturbance of previously undisturbed areas.

Mitigation – Archaeological and Historic Resources
. The Applicant has stated it will conduct a windshield survey of previously undisturbed areas. When the Route is surveyed and pole locations identified, recommendations from the windshield survey will be taken into consideration. After pole locations are identified, the Applicant will consult with MHS to determine if any additional survey work needs to be conducted.

If any archaeological sites are identified during placement of the poles along the permitted Route, construction work will be stopped and MHS staff consulted as to how to proceed.

5.1.6. Safety and Health

Potential safety and health impacts from construction and operation of the Project include Electric and Magnetic Fields (EMFs); Interference with Implantable Medical Devices; and Stray and Induced Voltage.

Electric and Magnetic Fields (EMF)
EMFs are invisible regions of force resulting from the presence of electricity. Naturally occurring EMFs are caused by the earth's weather and geomagnetic field. Man-made EMFs are caused from electrical devices and found wherever people use electricity. EMFs are characterized and distinguished by their frequencies, which is measured by the rate at which the fields change direction each second. All power lines within the United States have a frequency equivalent to 60 cycles per second, defined as 60 Hertz (Hz). EMFs at this frequency level and within the range of 3 - 3,000 Hz are considered to be Extremely Low Frequency (ELF) EMFs.

Electric fields are created by the electric charge (i.e., voltage) on a conductor (e.g., a transmission line). Electric fields are solely dependent upon the voltage of a conductor, not the actual flow of electricity (i.e., current). Electric field strength is measured in kilovolts per meter (kV/m). The strength of an electric field decreases rapidly as the distance from the source increases. Electric fields are easily shielded or weakened by most objects and material, such as trees, buildings, and even human skin.

Although there is no federal regulation, the Minnesota Public Utilities Commission has imposed a permit condition of 8 kV/m for the maximum electric field for previously permitted high voltage transmission lines (HVTLs) (measured at centerline and at 1 meter

above ground). In addition to Minnesota, six other states have state-specific regulations for the maximum electric field of a transmission line, as shown in Table 5.4.

Table 5.4: State-Specific Standards for Electric Fields

State	Maximum Electric Field (kV/m)	Notes
California	---	No kV/m standard; however, a setback distance of 100 ft is required between new schools and the edge of HVTL ROWs for lines between 50 and 133 kV
Florida	8	Applies to HVTL between 69 and 230 kV
Minnesota	**8**	
Montana	7	
Oregon	9	
New Jersey	7	Standard applies to highway crossings
New York	7 - 11.8	A standard of 7 kV/m applies to highway crossings; a standard of 11 kV/m applies to private road crossings; the maximum electric field for all locations is 11.8 kV/m

Source: California Electric and Magnetic Fields Program, 2000.

Magnetic fields are created by and are solely dependent upon the electrical current in a conductor. Magnetic field strength is measured in milliGauss (mG). Similar to electric fields, the strength of a magnetic field decreases rapidly as the distance from the source increases. However, unlike electric fields, magnetic fields are not easily shielded or weakened by objects or materials.

There are no federal or Minnesota regulations for the permitted strength of a magnetic field from a transmission line. Only Florida, Massachusetts, and New York have state regulations for the permitted strength of a magnetic field from a transmission line, which are set at 150 mG, 85 mG, and 200 mG, respectively, for transmission lines less than 230 kV in size. A number of international health and safety organizations have developed guidelines for EMF exposure, which are shown in Table 5.5.

Table 5.5: International Guidelines and Standards for EMF

Regulating Body	Maximum Electric Field (kV/m)	Maximum Magnetic Field (mG)	Notes
American Conference of Governmental and Industrial Hygienists (ACGIH)	25	10,000	Occupational standard for general worker
International Commission on Non-Ionizing Radiation Protection (ICNIRP)	4.2	833	General public continuous exposure
Non-Ionizing Radiation Committee of the American Industrial Hygiene Association	---	4,170	
Institute of Electrical and Electronics Engineers (IEEE) Standard C95.6	5	9.040	General public continuous exposure
UK, National Radiological Protection Board (NRPB)	12	833	General public continuous exposure
Australian Radiation Protection and Nuclear Safety Agency (ARPANSA)	---	3,000	

Source: EPRI, 2003; Union of the Electric Industry – EUROELECTRIC, 2003.

Health Studies

A common concern related to EMFs is the potential for human exposure to EMFs to result in adverse health effects. Studies on whether or not EMFs are associated with adverse health effects have been conducted by numerous organizations including the National Institute of Environmental Health Sciences (NIEHS), the US Environmental Protection Agency (USEPA), the World Health Organization (WHO), and the Minnesota State Interagency Working Group (MSIWG).

In 1992, the US Congress authorized the Electric and Magnetic Fields Research and Public Information Dissemination Program (EMF-RAPID Program) in the Energy Policy Act. The Congress instructed NIEHS, National Institute of Health, and the US Department of Energy (DOE) to direct and manage a program of research and analysis aimed at providing scientific evidence to clarify the potential for health risks from exposure to ELF-EMFs (NIEHS, 1999). The EMF-Rapid Program provided the following conclusions to Congress on May 4, 1999:

- *The scientific evidence suggesting that ELF-EMF exposures pose any health risk is weak.*

- *Epidemiological studies have serious limitations in their ability to demonstrate a cause and effect relationship whereas laboratory studies, by design, can clearly show that cause and effect are possible. Virtually all of the laboratory evidence in animals and humans and most of the mechanistic work done in cells fail to support a causal relationship between exposure to ELF-EMF at environmental levels and changes in biological function or disease status. The lack of consistent positive findings in animal or mechanistic studies weakens the belief that this association is actually due to ELF-EMFs, but it cannot completely discount the epidemiological findings.*
- *The NIEHS concludes that ELF-EMF exposure cannot be recognized as entirely safe because of weak scientific evidence that exposure may pose a leukemia hazard. In our opinion, this finding is insufficient to warrant aggressive regulatory concern. However, because virtually everyone in the United States uses electricity and therefore is routinely exposed to ELF-EMF, passive regulatory action is warranted such as a continued emphasis on educating both the public and the regulated community on means aimed at reducing exposures. The NIEHS does not believe that other cancers or non-cancer health outcomes provide sufficient evidence of a risk to currently warrant concern* (NIEHS, 1999).

The USEPA states the following viewpoint of the associated health effects of EMFs on its website:

> *Much of the research about power lines and potential health effects is inconclusive. Despite more than two decades of research to determine whether elevated EMF exposure, principally due to magnetic fields, is related to an increased risk of childhood leukemia, there is still no definitive answer. The general scientific consensus is that, thus far, the evidence available is weak and is not sufficient to establish a definitive cause-effect relationship* (USEPA: *Electric and Magnetic Fields (EMF) Radiation from Power Lines,* 2010).

The WHO states the following viewpoint of the associate health effects of EMFs on its website:

> *Based on a recent in-depth review of the scientific literature, the WHO concluded that current evidence does not confirm the existence of any health consequences from exposure to low level electromagnetic fields. However, some gaps in knowledge about biological effects exist and need further research* (WHO, 2010).

In September of 2002, the MSIWG on EMF Issues, published "A White Paper on Electric and Magnetic Field (EMF) Policy and Mitigation Options," referred to as the "White Paper." The MSIWG was formed to examine the potential health impacts of EMFs and to provide useful, science-based information to policy makers in Minnesota. Work Group members included representatives from the Department of Commerce, the Department of Health, the Pollution Control Agency, the Public Utilities Commission, and the Environmental Quality Board (MSIWG, 2002). The White Paper concluded the following findings:

- *Some epidemiological results do show a weak but consistent association between childhood leukemia and increasing exposure to EMF (see the conclusion of IARC and NIEHS). However, epidemiological studies alone are considered insufficient for concluding that a cause and effect relationship exists, and the association must be supported by data from laboratory studies. Existing laboratory studies have not substantiated this relationship (see NTP, 1999; Takebe et al., 2001), nor have scientists been able to understand the biological mechanism of how EMF could cause adverse effects. In addition, epidemiological studies of various other diseases, in both children and adults, have failed to show any consistent pattern of harm from EMF.*
- *The Minnesota Department of Health concludes that the current body of evidence is insufficient to establish a cause and effect relationship between EMF and adverse health effects. However, as with many other environmental health issues, the possibility of a health risk from EMF cannot be dismissed. Construction of new generation and transmission facilities to meet increasing electrical needs in the State is likely to increase exposure to EMF and public concern regarding potential adverse health effects.*
- *Based upon its review, the Work Group believes the most appropriate public health policy is to take a prudent avoidance approach to regulating EMF. Based upon this approach, policy recommendations of the Work Group include:*
    - *Apply low-cost EMF mitigation options in electric infrastructure construction projects;*
    - *Encourage conservation;*
    - *Encourage distributed generation;*
    - *Continue to monitor EMF research;*
    - *Encourage utilities to work with customers on household EMF issues; and*
    - *Provide public education on EMF issues* (MSIWG, 2002).

A viable cause and effect relationship between the exposure to EMFs and adverse health effects has not been established. The calculated electric fields for the Project at 1 meter (approximately 3.28 feet) above ground are displayed in Table 5.6. Estimates of the anticipated strength of the magnetic field associated with the Project routes are displayed in Table 5.7.

The maximum electric field associated with the Project (1.39 kV/m) would be significantly less than the maximum limit of 8 kV/m, which would be a permit condition imposed by the PUC.

The maximum calculated peak magnetic field strength at 1 meter aboveground would be 87.35 mG. Because the actual power flow on a transmission line could potentially vary widely throughout the day depending on electric demand, the actual magnetic field level could also vary widely from hour to hour. In any case, the typical magnitude of the magnetic field associated with the Project's transmission lines is expected to be well below the calculated intensity at the expected peak loading. The Commission does not impose permit conditions that limit magnetic field strength.

Table 5.6: Calculated Electric Fields (kV/m) for the Project (1 meter above ground)

Scenario	Distance to Proposed Centerline										
	-300'	-200'	-100'	-50'	-25'	Max.	25'	50'	100'	200'	300'
Horizontal Post Operation No Distribution Underbuild Average Load	0.01	0.02	0.06	0.22	0.49	1.39	0.67	0.20	0.07	0.02	0.01
Horizontal Post Operation No Distribution Underbuild Peak Load	0.01	0.02	0.06	0.22	0.49	1.39	0.67	0.20	0.07	0.02	0.01
Horizontal Post Operation with Single Circuit Distribution Underbuild Average Load	0.01	0.02	0.07	0.21	0.30	0.38	0.42	0.18	0.07	0.02	0.01
Horizontal Post Operation with Single Circuit Distribution Underbuild Peak Load	0.01	0.02	0.07	0.21	0.30	0.38	0.42	0.18	0.07	0.02	0.01
Horizontal Post Operation with Double Circuit Distribution Underbuild Average Load	0.01	0.02	0.07	0.18	0.20	0.31	0.30	0.15	0.07	0.02	0.01
Horizontal Post Operation with Double Circuit Distribution Underbuild Peak Load	0.01	0.02	0.07	0.18	0.20	0.31	0.30	0.15	0.07	0.02	0.01

Table 5.7: Calculated Magnetic Flux Density (milligauss) for the Project (1m above ground)

Scenario	Distance to Proposed Centerline										
	-300'	-200'	-100'	-50'	-25'	Max.	25'	50'	100'	200'	300'
Horizontal Post Operation No Distribution Underbuild Average Load	0.12	0.27	0.98	3.10	7.00	13.62	8.24	3.53	1.06	0.28	0.12
Horizontal Post Operation No Distribution Underbuild Peak Load	0.72	1.59	5.89	18.59	41.97	81.71	49.44	21.16	6.37	1.66	0.74
Horizontal Post Operation with Single Circuit Distribution Underbuild Average Load	0.21	0.45	1.61	5.17	14.18	39.67	19.62	7.46	2.10	0.52	0.23
Horizontal Post Operation with Single Circuit Distribution Underbuild Peak Load	0.78	1.69	5.83	16.11	32.82	87.35	53.42	23.76	7.33	1.90	0.85
Horizontal Post Operation with Double Circuit Distribution Underbuild Average Load	0.22	0.50	1.84	6.00	14.64	25.39	14.64	6.19	1.93	0.51	0.23
Horizontal Post Operation with Double Circuit Distribution Underbuild Peak Load	0.83	1.82	6.42	18.44	37.73	59.02	39.21	19.98	6.92	1.90	0.86

Continued Research

It is important to note that although expert panels and agencies, such as the ones discussed above, have not yet identified any viable cause and effect relationships between exposure to EMFs and adverse health effects, alternative hypotheses have existed and continue to be researched.

For example, Dr. David O. Carpenter, during the recent public hearing proceedings for the proposed 345 kV transmission line from Brookings County, South Dakota to Hampton, Minnesota, provided pre-filed direct testimony regarding his findings on health effects associated with EMF. Dr. Carpenter is a public health physician and Director of the Institute for Health and the Environment at the University of Albany, SUNY. He researched and wrote a document titled, *Setting Prudent Public Health Policy for Electromagnetic Field Exposures*. Carpenter concludes "there is strong scientific evidence that exposure to magnetic fields from power lines greater than 4 mG is associated with an elevated risk of childhood leukemia" and that some studies have indicated that there is scientific evidence to suggest that exposures above 2 mG could increase leukemia risks. Carpenter goes on to suggest that "lifetime exposure to magnetic fields in excess of 2 mG is associated with an increased risk of neurodegenerative diseases in adults, including Alzheimer's disease and amyotrophic lateral sclerosis (ALS)." (Carpenter, 2008)

Additionally, during his recent testimony on the proposed 345 kV HVTL in response to whether EMF similar to power line exposure can affect biological tissue, he states the following (Carpenter, 2010):

> *Any one of these actions* [actions that alter cell tissue] *might be responsible for the carcinogenic and/or neurodegenerative actions of EMFs. As with many environmental agents, however, assuming that only one mechanism of action exists would be a mistake, particularly where more than one disease is involved. It is more likely that multiple mechanisms of action would contribute to disease.*

Interference from Implantable Medical Devices

Research has established that electric fields can potentially interfere with implantable medical devices, such as cardiac pacemakers and implantable cardioverter defibrillators (ICDs). This interference, referred to as Electromagnetic Interference (EMI), can cause inappropriate triggering of a device or inhibit the device from responding appropriately (PSCW, 2010). Medtronic and Guidant, manufacturers of various implantable medical devices, have indicated that electric fields below 6 kV/m are unlikely to cause interactions affecting operation of most of their devices. Medtronic recommends an exposure threshold of 1.0 Gauss (G) for magnetic fields and a 2 to 3 foot distance from the implantable medical device to HVTLs for every 10,000 volts for electric fields (PSCW, 2001).

EMFs may cause EMI with implantable medical devices. This interference disrupts the cardiac device's ability to sense normal electrical activity in the heart. Although most modern cardiac devices are less susceptible to effects from EMFs due to engineering design, older designs can still be affected. In the event that a cardiac device is impacted, the effect is typically a temporary asynchronous pacing (i.e., fixed rate pacing) and the device would return to its normal operation when the person moves away from the source of EMFs (PSCW, 2010).

The Project's maximum calculated electric field at 1 meter above the ground would be 1.83 kV/m and would occur directly under the centerline of the transmission line. For all distances from the centerline, the calculated electric fields would be below the common manufacturer guideline of 6 kV/m for avoiding EMI.

Stray and Induced Voltage

Stray voltage is an extraneous voltage that appears on grounded surfaces in buildings, barns, and other structures. Stray voltage and its impact is normally an issue associated with electric distribution lines and is a condition that can exist between the neutral wire of a service entrance and grounded objects in buildings. The source of stray voltage is a voltage that is developed on the grounded neutral wiring network of a building and/or the electric power distribution system. Stray voltage can result from damaged, corroded, or poorly connected wiring or damages insulation. Transmission lines do not, by themselves, create stray voltage because they do not connect to businesses or residences. The Project would have no direct electrical connection to conductors originating in another system; it would not connect with the local distribution system. Transmission lines, however, can induce stray voltage on a distribution circuit that is parallel and immediately under the transmission line. Induced voltage between a transmission line and distribution circuit only occurs in the immediate vicinity of the distribution circuit and does not travel along the transmission or distribution line.

Stray voltage safety concerns are primarily associated with distribution lines. Stray voltage is not identified as a safety concern associated with the Project; however, since transmission lines can induce stray voltage on distribution circuits that are parallel and immediately under a transmission line, mitigation measures may be necessary if the Project transmission line parallels or crosses distribution lines. Induced voltage between a transmission line and distribution circuit only occurs in the immediate vicinity of the distribution circuit and does not travel along the transmission or distribution line. Each of the Project Route Alternatives would require crossing and paralleling distribution lines. Stray voltage is often not noticeable to humans, but may be felt by an animal (PSCW, 2010).

The Applicant would address stray voltage issues on a case by case basis. The three primary methods to reduce or eliminate stray voltage are cancellation, separation, and enhanced grounding. Cancellation entails the arranging of transmission line phase conductors in a configuration to minimize EMF levels, bonding distribution neutral and transmission shield wires together, and bonding an under-built transmission shield wire to distribution neutral wires rather than a normal overhead shield wire. Separation entails

increasing the distance between transmission and distribution lines through re-locating distribution lines underground, placing the transmission line on the opposite side of the road as existing distribution lines, or increasing the vertical distance between the transmission line phase conductor and under-built distribution line. Enhanced grounding would reduce stray voltage potential through connecting counterpoises to the distribution neutral wire and/or transmission shield wire.

Mitigation – Safety and Health

Potential effects of the Project on safety and health would be avoided through adherence to industry design standards and compliance with federal regulations, including NESC standards.

No conclusive health or safety concerns have been identified with EMF exposure, although potential health and safety effects would be minimized through maximizing the distance between the transmission line and residences.

Significant impacts from stray voltage are not anticipated from the Project. However, the Applicant would address stray voltage issues on a case-by-case basis. The three primary methods to reduce or eliminate stray voltage are cancellation, separation, and enhanced grounding. The specific techniques used to address stray voltage would depend on whether existing distribution lines are buried underground, located on the opposite side of the street as the Project structures, or re-located to the Project structures as under-built lines. To ensure the safety of persons in the proximity of high voltage transmission lines, the NESC requires that any discharge be less than five (5) milliAmperes (mA).

5.2. Environmental Setting

The Project area is a highly developed Twin Cities metropolitan suburb with residential, commercial and industrial properties throughout the Project area. Significant roadway infrastructure typical of a suburban area has been developed throughout the Project area.

Hydrologic features in close proximity to the proposed transmission line include:

- The Rum River, which would be crossed by the transmission line in Sections 25 and 36 of Township 32N Range 25W.
- Minnesota Department of Natural Resources (MnDNR) Public Water Wetland (115W) located in Sections 25 and 36 of Township 32N Range 25W.
- MnDNR Public Water Wetland (116W) located in Sections 26 and 35 of Township 32N Range 25W.

A mix of suburban type groundcover, consisting primarily of turf grasses on developed lots and voluntary weed growth on undeveloped lots, is present in the Project area. The physiographic features (topography, soils, geology and farmland) are typical of this area and do not preclude the development of this Project.

Blanding's turtles and creek heelsplitters (mussels) are both found in the vicinity of the Project. Blanding's turtles have a Minnesota status of "threatened" and creek heelsplitters have a Minnesota status of "special concern." Neither species is indicated as having a federal status.

Land use in the Project area is mainly residential, commercial, and industrial. The residential areas are primarily high density single-family homes. Open space areas, located primarily along the west side of 7th Avenue, are currently larger lots that have not been fully developed.

The Anoka High School campus is located along the Proposed Route near the intersection of 7th Avenue and Anoka County Highway 116.

5.2.1. Air Quality

Air quality emissions directly related to high-voltage transmission lines are negligible amounts of ozone and oxides of nitrogen caused by the corona effect. The other potential air quality issues are associated with construction activities, such as fugitive dust and exhaust emissions from construction equipment.

Corona discharge is energy loss that physically creates very small amounts of sound, radio noise, heat, and chemical reactions of the air near a conductor, and is a phenomenon associated with all transmission lines. Under certain conditions, the localized electric field near an energized conductor can become strong enough to produce a tiny electric discharge that can ionize air close to the conductors. Several factors contribute to corona discharge, including conductor voltage, shape and diameter, and surface irregularities that can affect a conductor's electrical surface gradient such as scratches, nicks, dust, or water drops. In the case of air quality, this partial discharge of electrical energy can produce very tiny amounts of ozone and nitrogen oxide with ozone being the primary oxidant.

Ozone also forms naturally in the Earth's lower atmosphere from lightning discharges and from reactions between solar ultraviolet radiation and air pollutants such as hydrocarbons from auto emissions. Typical rural ambient levels are around 10 to 30 parts per billion (ppb) at night with peaks of 100 ppb and higher (EPRI, 1982). In urban areas, concentrations greater than 100 ppb are common.

The natural production rate of ozone is directly proportional to temperature and sunlight and inversely proportional to humidity. Therefore, humidity, the same factor that increases corona discharges from transmission lines, inhibits the production of ozone. Ozone is a very reactive form of oxygen and combines readily with other elements and compounds in the atmosphere. Because of its high reactivity, ozone is relatively short-lived. The state and federal government both have regulations regarding permissible concentrations of ozone and oxides of nitrogen: Minnesota sets an ozone limit of 0.08 parts per million (ppm) as the highest eight hour average (Minnesota Rule, part 7009.0800), and the federal limit is 0.075 ppm as the fourth-highest eight hour daily maximum average (40 CFR, Part 50).

Calculations according to the BPA Corona and Field Effects Program Version 3 for a standard single-circuit 115 kV project predicted a maximum concentration of 0.006 ppm near the conductor and 0.002 ppm at one meter above ground during foul weather or worst case conditions with rain at one inch per hour. During a mist (rain at 0.01 inch per hour) the maximum concentrations decreased to 0.0002 ppm near the conductor and

0.0001 ppm at one meter above ground level. (United States Department of Energy, BPA) For both cases, the ozone levels are below federal standards. Studies designed to monitor the production of ozone under transmission lines have been unable to detect any increase attributable to the transmission line facility.

There would be limited emissions from vehicles and other construction equipment and fugitive dust from right-of-way clearing during construction of the Project. Temporary air quality impacts are expected to occur during this phase of activity. The magnitude of emissions is influenced heavily by weather conditions and the specific construction activity taking place. Exhaust emissions from primarily diesel equipment would vary according to the phase of construction but would be minimal and temporary. Adverse impacts to the surrounding environment would be minimal because of the short and intermittent nature of the emission and dust-producing construction phases. The Project is not anticipated to result in any permanent impacts on air quality.

Mitigation Measures – Air Quality
As a standard HVTL Permit condition, construction activities must follow best management practices (BMPs) to control air emissions (fugitive dust). Petroleum based dust suppressants may not be used. Construction vehicles with excess tailpipe emissions would not be operated until repairs to the vehicle could be made. The disturbed area for each route would be minimized.

As there are no significant impacts to air quality anticipated, no mitigation beyond these BMPs are proposed.

5.2.2. Soils and Geology

The topography of Anoka County is the result of glacial deposition. The area is characterized as level to gently rolling. The elevation ranges from approximately 829 to 899 feet mean sea level. The topography of the Proposed Route is nearly level except for some elevated road crossings and the floodplain of the Rum River.

The Anoka Sand Plane Subsection has exposed bedrock in the St. Cloud area. In other areas, surface deposits are generally less than 200 feet deep. Bedrock consists of Cambrian and Ordovician dolomite, sandstone, and shale.

The Hubbard-Nymore formation makes up a large portion of the soil types in the Project area. This soil association is mainly a level to gently sloping outwash plain that is dissected by drainageways and pitted by large depressions. Steeper slopes occur next to these larger depressions and drainageways. Hubbard soils have a black and very dark grayish-brown coarse sandy surface layer about 20 inches thick. The subsoil is dark-brown and yellowish-brown coarse sand. The underlying material at a depth of about 44 inches is yellowish-brown sand. Nymore soils typically have a surface layer of very dark gray and black to very dark grayish-brown loamy sand about 2-8 inches thick. The subsoil is dark-brown loamy sand. The underlying material at a depth of about 26 inches is yellowish-brown sand.

Mitigation – Soils and Geology
The Applicant has stated it will restore areas disturbed during construction to their original condition to the extent practicable and to limit ground disturbance wherever possible. Where disturbance and excavation cannot be avoided, it could be minimized using Best Management Practices (BMPs). These may include reseeding of vegetation and use of erosion control blankets and/or silt fence. MnDNR recommends wildlife-friendly erosion control blankets where suitable habitat exists for listed species of amphibians and reptiles. In areas where soils have been compacted, the Applicant could use techniques such as ripping to reduce compaction and avoid future impacts to agricultural crops.

Additionally, the Applicant would be required to obtain coverage under the state general permit for storm water discharges associated with construction activities, and to develop a Storm Water Pollution Prevention Plan (SWPPP) prior to the start of construction. The plan is required to outline the BMPs that would be used during construction, especially focusing upon erosion and sediment control.

5.2.3. Water Resources

The MnDNR divides Minnesota into six groundwater provinces. All of Anoka County falls within the Metro Province, which is described as sand aquifers in generally thick sandy and clayey glacial drift overlaying Precambrian and Paleozoic sandstones, limestone and dolostone aquifers.

The Project area lies within the Rum River to Mille Lacs Watershed Planning Unit of the Upper Mississippi River Basin (Figure 8). The Project crosses the Rum River and its associated riparian ecosystem. Consistent with the MnDNR definition of shoreland zones, the riparian area extends 300 feet from each bank of the Rum River.

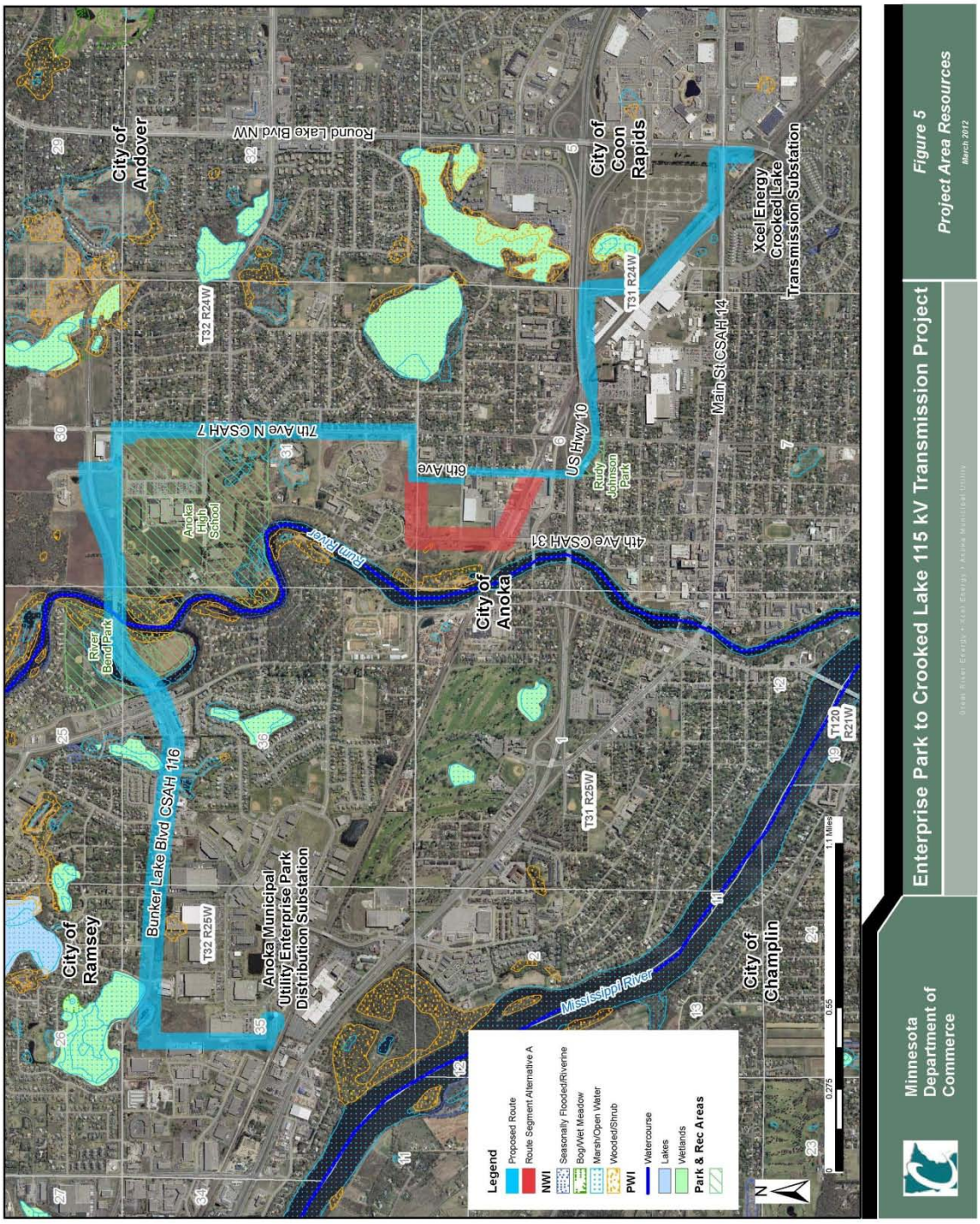
The Rum River is a Minnesota Wild and Scenic River, as defined in Minnesota Rules Chapter 6105. At the proposed crossing of the Rum River, a Type 7 wetland (Wooded swamp) lies to the north of the Bunker Lake Blvd/CSAH 116 bridge and road crossing. Tree clearing in this area would result in impacts to this wetland.

The Project also crosses the Rum River floodplain. The Project will require a United States Army Corps of Engineers (Corps) permit under Section 10 of the Rivers and Harbors Act because the transmission line will cross the Rum River, a navigable water of the United States.

There are no lakes greater than 10 acres in the vicinity of the Project, so there are no riparian areas associated with lakes.

The Rum River is listed as impaired for mercury in the MPCA's draft 2010 list of impaired waters. Section 303(D) of the Federal Clean Water Act requires states to publish, every two years, a list of streams and lakes that are not meeting their designated uses because of excess pollutants (impaired waters). The list, known as the 303(d) list, is based on violations of water quality standards. In Minnesota, the MPCA has jurisdiction over determining 303(d) waters. These waters are described as impaired.

Figure 5: Project Area Resources Map



The Public Water Inventory (PWI) shows the Rum River, which will be crossed by the proposed transmission line, and two wetlands adjacent to the line (116W in T32N R25W, Sections 26 and 35 and 115W in T32N R25W, Sections 25 and 36). The public waters are shown on Figure 5. Public Waters are wetlands, water basins and watercourses of significant recreational or natural resource value in Minnesota as defined in Minnesota Statutes Section 103G.005. The DNR has regulatory jurisdiction over these waters.

There are several National Wetland Inventory (NWI) wetlands in the Project area, the locations of which are summarized in Table 5.8. Except for those wetlands in the Rum River floodplain, these wetlands will be adjacent to the proposed transmission line rather than crossed by it. Wetlands are important resources for flood abatement, wildlife habitat, and water quality. Wetlands that are hydrologically connected to the nation's navigable rivers are protected federally under Section 404 of the Clean Water Act. In Minnesota, wetlands are also protected under the Wetland Conservation Act (WCA).

The United States Fish and Wildlife Service (USFWS) produced maps of wetlands based on aerial photographs and NRCS soil surveys starting in the 1970s. These wetlands are known as the National Wetland Inventory (NWI). Wetlands listed on the NWI may be inconsistent with current wetland conditions; however, NWIs are the most accurate and readily available database of wetland resources within the Project area and were therefore used to identify wetlands along the Proposed Route.

Table 5.8: Locations of NWI Wetlands in Project Area

Location
T 31N R 24W Section 5
T 32N R 24W Section 31
T 32N R 24W Sections 30 & 31 T 32N R 25W Sections 25 & 36
T 32N R 25W Section 36
T 32N R 25W Section 35

Mitigation – Water Resources
No impacts to groundwater in the vicinity of the Project are anticipated.

The Proposed Route of the transmission line avoids wetlands except for those near the Rum River. The Applicant will be required to apply to MnDNR for a license to cross the Rum River and to the Corps for a Section 10 permit once sufficient design details are available. These licenses/permits will include conditions to minimize erosion and other impacts.

The proposed transmission line will span the Rum River and no support structures will be located within the river. Accordingly, no direct impacts to the river are anticipated.

Indirect impacts could include sediment reaching surface waters during construction due to ground disturbance by excavation, grading, construction traffic, and dewatering of holes drilled for transmission structures. This could temporarily degrade water quality due to turbidity. These impacts will be avoided or minimized using appropriate sediment control practices and best management practices (BMPs) contained in MPCA's NPDES permit erosion control plan. As the Rum River is a Minnesota Wild and Scenic River, the Applicant will adhere to all rules under Minnesota Rules Chapter 6105. This includes avoiding or reducing impacts to the extent possible to the wooded swamp north of the road bridge.

Sound water and soil conservation practices will be maintained during construction and operation of the Project to protect topsoil and adjacent water resources and minimize soil erosion. These practices may include:

- Containing stockpiled material away from river banks and wetland boundaries.
- Stockpiling and re-spreading topsoil.
- Implementing erosion and sediment controls.
- Locating structures and disturbed areas as far away from rivers and wetlands as practicable.
- Reseeding and re-vegetating disturbed areas.

Once the Project is completed, there will be no significant impact on surface water quality because wetland impacts will be minimized and mitigated per the various federal, state and local permits required to construct and operate the Project. Disturbed soil will be restored to previous conditions or better, and the amount of land area converted to an impervious surface will be minimal.

The Project should have no impact on the impairment status of the waters in the Project area. There is potential to increase turbidity due to increased sediment loading from construction activities; however, appropriate erosion and sediment control measures will be implemented to avoid or minimize such impacts.

Potential impacts to riparian areas along the Route will be limited to ground disturbances due to pole placement. Due to the flexibility to avoid placing poles in sensitive areas, the anticipated impacts to the riparian areas along the Route are minimal.

Construction of the transmission line is not expected to alter existing water drainage patterns or floodplain elevations due to the small cross section per pole and their relatively wide spacing. Also, modifications at the existing Crooked Lake and Enterprise Park substations will not substantively change the size of impermeable surfaces. The small area of impermeable surfaces created by the pole structures and breaker station outbuildings or foundations will not cause an increase in susceptibility of flooding in the region.

Temporary impacts to wetlands may occur if they need to be crossed during construction of the transmission line. No staging or stringing setup areas will be placed within or

adjacent to water resources as practicable. Wetland impact avoidance measures that will be implemented during design and construction of the transmission line include spacing and placing the power poles at variable distances to span and avoid wetlands where possible. When it is not possible to span the wetland, several measures will be utilized to minimize impacts during construction:

- When possible, construction will be scheduled during frozen ground conditions.
- Construction crews will attempt to access the wetland with the least amount of physical impact to the wetland (e.g., shortest route) and will access poles near/in wetlands from roadways whenever possible to minimize travel through wetland areas.
- The structures will be assembled on upland areas before they are brought to the site for installation, when practicable.
- When construction during winter is not possible, construction mats (wooden mats or those similar to the Dura-Base Composite Mat System) will be used to protect wetland vegetation. Additionally, all-terrain construction vehicles may be used, which are designed to minimize impact to soils in damp areas.

Permanent impacts to wetlands occur where structures must be located within wetland boundaries. In such cases where a wetland cannot be avoided, approximately 20 square feet of permanent impacts (i.e., fill) will occur for each structure in the wetland. Wetland vegetation will be restored in the disturbed areas following construction.

In the event that impacts to hydrologic features are unavoidable, the Applicant will work with the jurisdictional agencies to determine the best ways to minimize the impacts and implement appropriate mitigation measures.

Vegetation maintenance procedures under transmission lines prohibit trees from establishing. Existing trees must be removed throughout the entire right-of-way, including forested wetlands. If these wetlands undergo permanent vegetative changes within the right-of-way, mitigation may be required by the Corps for the conversion of forested wetlands to emergent and shrub/scrub wetlands.

5.2.4. Flora

The Project is located in a highly developed suburban area. Most of the Project area has been planted with turf grasses. Voluntary grasses and noxious plants have become established in some of the lesser developed areas. Property owners have planted non-native vegetation, gardens, and trees as part of their individual landscaping efforts. Little to no native vegetation remains. There are some forested areas around River Bend Park. The Project follows a bridge and road to River Bend Park and would impact minimal amount of vegetation.

Mitigation – Flora

No impacts to native vegetation are anticipated. If native vegetation areas are later identified, pole placement in those areas will be avoided.

The entire width of the transmission line right-of-way will need to be cleared of tall-growing vegetation that could potentially grow into the conductors.

The Applicant has stated it will replace or compensate landowners for any impacts to landscaping (lawn, gardens, trees, etc.) through negotiations with each individual landowner.

The Applicant has stated it is working with the city of Ramsey park staff on avoiding, minimizing, or mitigating the impacts of any tree clearing in River Bend Park.

In accordance with MnDNR guidance on invasive species control, the Applicant has stated it will incorporate the following BMPs during construction and operation of the transmission line::

- Before arriving at a work site, the Applicant will inspect for and remove all visible plants, seeds, mud, soil, and animals from construction/maintenance equipment.

- Before leaving a work site, the Applicant will inspect for and remove all visible plants, seeds, mud, soil and animals from construction/maintenance equipment.

- Before leaving an aquatic work site, the Applicant will drain water from any equipment, tanks, or water-retaining components of construction /maintenance equipment.

- After working on infested waters or waters known to harbor pathogens of concern, the Applicant will clean and dry equipment prior to using in locations not known to be infested with species or pathogens present at the last location visited.

5.2.5. Fauna

The Project would be located primarily along existing road ROWs in a developed, suburban environment. In general, wildlife near the Project consists of birds, mammals, fish, reptiles, amphibians, and insects, typical of a suburban developed area. No State Wildlife Management Areas are within the Project area.

Construction of new transmission lines can affect fauna through temporary impacts, permanent impacts, and avian-specific impacts. Temporary impacts include displacement and habitat alteration caused by temporary disturbances and noise associated with construction activities. Such impacts are most likely to affect fauna at the proposed structure locations where activity would be most intense. Similarly, staging and stringing areas also have the potential to temporarily impact fauna within the Project construction area. Such activities have the potential to impact small birds (e.g., eggs or nestlings) and small mammals that may be unable to avoid equipment. Many wildlife species would likely avoid the immediate area during construction. The distance that

animals would be displaced is dependent on the species and the tolerance level of each individual. Based on the availability and suitability of other unaffected and similar habitat within and near the Project area, the potential temporary impacts to wildlife are not expected to cause a change in listing status or a detectable change in local populations. In addition to temporary and permanent construction impacts to fauna, transmission lines also have the potential to impact birds through electrocution and collision after construction is complete. Electrocution risk is addressed in structure design elements that provide adequate clearance for perching birds.

Mitigation – Fauna

Avian protection standards that minimize the risk of bird electrocution are well documented in the following resources: the Avian Power Line Interaction Committee's (APLIC's) *Suggested Practices for Avian Protection on Power Lines: The State of the Art in 2006* (APLIC 2006), APLIC's *Mitigating Bird Collisions with Power Lines: The State of the Art in 1994* (APLIC 1994), and APLIC's and USFWS' *Avian Protection Plan (APP) Guidelines* (APLIC and USFWS 2005). The structure designs used for this Project are consistent with the recommendations of these resources in that they provide adequate clearance from energized conductors to grounded surfaces and to other conductors. As such, avian electrocution risk is considered minimal and is not addressed in further detail. Conversely, avian collisions with new transmission lines are possible, and risk is assessed through an analysis of line span locations relative to surrounding habitats and bird movement. Risk is characterized on a site-specific basis by evaluating surrounding habitat, reviewing bird concentration and movement patterns, and examining structure configurations. Habitats are characterized by identifying historical and active nest sites, bird concentration areas, foraging areas, roost sites, and rookeries. Potential collision risk is highest at spans or structures located in rural areas with native vegetation where the line crosses habitats typically used by area birds (e.g., rivers and wetlands) and human influence in the immediate vicinity is limited. The Route crosses the Rum River, a potential avian use area.

Several mitigation strategies and measures can be used to minimize temporary, permanent, and avian impacts. To mitigate potential impacts to wildlife the transmission line would span designated habitat, conservation areas, or other sensitive habitats wherever practical. In areas where complete spanning is not possible, the Applicant would minimize the number of structures placed in high quality wildlife habitat and would work with the MnDNR and USFWS to come up with appropriate mitigation. Additionally, the Applicant has proposed to use construction mats to avoid soil compaction where appropriate (e.g., in wetland habitats). Areas temporarily disturbed by construction activities may be restored to pre-construction contours and allowed to re-vegetate naturally, subject to landowner approval. The MnDNR encourages wildlife friendly erosion control mesh to be used during and following construction activities. Plastic mesh, particularly when placed where there are known locations of reptiles or amphibians, may be detrimental or even fatal to wildlife.

The Applicant will address avian issues by working with MnDNR and USFWS to identify areas that may require marking transmission line shield wires and/or the use of

alternative structures to reduce the likelihood of collisions. MnDNR and USFWS recommend the use of avian flight diverters along the transmission line segment that crosses the Rum River. MnDNR recommends that flight diverters should be placed on the shield wire not only where the Project crosses the river, but where the Project crosses the riparian area as well. If necessary, field surveys to obtain more route specific wildlife data will be completed once a route has been permitted in order to help minimize and mitigate potential impacts.

Adjacent suitable habitat in the vicinity of the Project area would reduce displacement impacts to terrestrial wildlife species from the Project.

5.2.6. Rare and Unique Natural Resources/Critical Habitat

Based on the MnDNR public database, it was determined that the Blanding's turtle and creek heelsplitter are both found in the vicinity of the Project. The Blanding's turtle has a Minnesota status of "threatened" and the creek heelsplitter has a Minnesota status of "special concern." Neither species are indicated as having a federal status. MnDNR has provided the Applicant with construction BMPs that reduce the potential to impact the Blanding's turtle. No federally-listed species were found in the Project area. Threatened and endangered species in Minnesota are protected from death, harm, and harassment under the Federal Endangered Species Act (ESA), as amended (16 U.S.C. §§ 1531 – 1544) and the Minnesota Endangered Species Statute (*Minnesota Statutes*, section 84.0895). Minnesota's Endangered Species Statute requires the MnDNR to adopt rules designating species meeting the statutory definitions of endangered, threatened, or species of concern. The Endangered Species Statute also authorizes the MnDNR to adopt rules that regulate treatment of species designated as endangered and threatened. These regulations are codified as *Minnesota Rules*, parts 6212.1800 to 6212.2300 and impose a variety of restrictions, a permit program, and several exemptions pertaining to the taking of species designated as endangered or threatened. The results of field studies and detailed project plans determine whether a takings permit is required.

Mitigation – Rare and Unique Natural Resources/Critical Habitat

The Applicant has stated that construction team members and contractors will be instructed on the potential to encounter Blanding's turtles and will be provided copies of the DNR's guidelines on minimizing impacts to the turtle's population.

The creek heelsplitter is a mussel species of special concern, and is sensitive to degradations to water quality. The Applicant will be required by the MPCA NPDES permit erosion control plan to maintain sound erosion control practices in all, areas, including areas of likely mussel habitat.

The Applicant would be required to maintain sound water and soil conservation practices during construction of the Project to protect topsoil and adjacent water resources and minimize soil erosion and sedimentation. The MnDNR encourages wildlife friendly erosion control mesh to be used during and following construction activities. Plastic mesh, particularly when placed where there are known locations of reptiles or amphibians, may be detrimental or even fatal to wildlife.

Upon receipt of a permitted route the Applicant will coordinate with the appropriate agencies (e.g., USFWS, USACE, and MnDNR) to determine species-specific survey and wetland delineation needs, as well as additional avoidance and mitigation measures.

Surveys for state listed endangered and threatened species would be conducted in suitable habitat within the permitted route corridor as directed by the agencies.

5.3. Socioeconomics

The Project has the potential to affect various resources related to the socioeconomic setting in the Project area. Potential effects related to socioeconomics, property values, land-based economies, zoning and compatibility with planning, recreation, and transportation are addressed in this section.

5.3.1. Socioeconomic Setting

The communities in the vicinity of the Project include the cities of Anoka, Coon Rapids, Ramsey and Andover. Local community ties relate to recreation, work, worship, celebration and economic growth. All the communities have strong cultural ties to recreation, with the diversity of trails, parks, and lakes present in the area. The communities value nearby shopping and entertainment districts, local employment opportunities, and easy access to Minneapolis and St. Paul. Development of new industry, business, homes and recreational opportunities are strongly supported by the local units of government.

The estimated population of Anoka County in 2009 was 331,582 with an 11.2 percent increase in population from 2000 through 2009 (see Table 5.9). The number of persons per square mile (population density) in 2000 was 703.0. The total number of housing units in 2009 was 125,496. The home ownership rate in 2000 was 83.4 percent and housing units in multi-unit structures was 15.5 percent.

Table 5.9: Population Characteristics

Location	Population 2000	Population 2009 (est.)	Percent Change 2000-2008
Minnesota	4,919,492	5,266,214	7.0
Anoka County	298,086	331,582	11.2

The population in Anoka County was 89.5 percent white. All minority populations had some presence and no one minority population dominated (see Table 5.10). Females accounted for 49.5 percent of the population. The age group composition was 6.8 percent under five years old, 25.5 percent under 18 years old, and 9.4 percent 65 years and older.

Anoka County is generally as racially and ethnically diverse as the state of Minnesota (Table 5.10). Neither racial nor ethnic minorities will be disproportionately affected by the Project.

Table 5.10: Race/Ethnicity Characteristics

Place	Population	Percentage of Population						
		White	Black/ African-American	American Indian	Asian/ Pacific Islander	Other Race	More than One Race	Hispanic /Latino
Minnesota	5,266,214	88.6	4.7	1.3	3.8	--	1.6	4.3
Anoka County	331,582	89.5	4.0	0.8	3.9	--	1.8	2.9

The 2008 median household income for Anoka County was $69,981 with 5.8 percent of people living below the poverty level (see Table 5.11.)

Table 5.11: Household Economic Characteristics, 2010

Place	Median Household Income	Home Ownership Rate	Median Value of Owner Occupied Housing	Persons per household	Percentage Below Poverty Level Individuals
Minnesota	$57,318	74.6	$122,400	2.52	9.6
Anoka County	$69,981	83.4	$131,300	2.77	5.8

Any adverse impacts to socioeconomic conditions or factors associated with the Project will be short-term; therefore, no mitigation is proposed.

It is estimated that 15 to 20 workers will be employed during construction of the Project. It is not expected that additional permanent jobs will be created by this project. Construction activities will provide seasonal influx of additional revenue into the communities during the construction phase, and materials may be purchased locally.

Construction of the Project should result in short-term positive economic impacts in the form of increased spending for lodging, meals and other consumer goods and services. The Project will not likely create new permanent jobs, but it will create temporary construction jobs that will provide a one-time influx of income to the area.

Expenditures for equipment, energy, fuel, operating supplies and other products and services benefit businesses in the county where the Project is located. Indirect impacts may occur through the increased capability of the electric system to supply energy to commercial and industrial users, which will contribute to the economic growth of the region.

There will also be some long-term beneficial impacts from the new transmission lines, including an increase to the county's tax base resulting with incremental increase in revenue from utility property taxes. The availability of reliable power in the area will have a positive effect on local businesses and residents.

5.3.2. Property Values

Property values generally are determined by a combination of individual property characteristics and local market trends. These characteristics may include, but are not limited to, size, age, condition, and amenities. These characteristics are associated with both residential and non-residential properties. Local market trends typically are determined from detailed analyses of property sales within a given geographic area.

Residents living near existing or proposed overhead transmission lines often are concerned about how the proximity to the line could affect the value of their properties. Research on this issue, however, does not identify a clear cause and effect relationship between the two variables. Instead, the presence of a transmission line becomes one of several factors that interact to affect the value of a particular property.

Effects of transmission lines on property values are difficult to quantify as numerous variables may influence the final value of a property. These variables may include the type and size of power lines, the distance to the power lines, and amenities offered by the property. Researchers have not been able to isolate a leading variable that could predict the impact of transmission lines on property values. A summary of recent research for residential and non-residential properties is presented below.

Since the 1950's, researchers have evaluated the impact of high voltage transmission lines on property values. Many of the early studies, however, were contradictory and unsupportive in regard to the selected research methodologies. In the 1970's, research became more systematic, including attitudinal and statistical evaluations. These types of studies continue today (Kroll and Priestley, 2003).

In 2000, the Public Service Commission of Wisconsin evaluated the results of 30 papers, articles, and court cases covering the period from 1987 through 1999. The authors of this research were interested in determining the impact of a transmission line on property values for inclusion in a Final Environmental Impact Statement for the Arrowhead – Weston Electric Transmission Line Project (PSCW, 2000). Their analysis identified two types of property value impacts that property owners may experience, which include potential economic impacts associated with the amount paid by a utility for a ROW easement and the value regarding the future marketability of the property. The first type of property value typically refers to the market price of the land with a transmission line and one without (PSCW, 2000). The second type of value refers to a combination of the sale price, the amount of time required to sell a property, and the debt amount carried over that period (PSCW, 2000).

The Wisconsin FEIS included six general observations from the studies evaluated, which are as follows:

- A potential reduction in sale price for single family homes may range from 0 to 14 percent;
- Adverse effects on the sale price of smaller properties could be greater than effects on the sale price of larger properties;
- Other amenities, such as proximity to schools or jobs, lot size, square footage of a house, and neighborhood characteristics, often have a much greater effect on sale price than the presence of a power line;
- Adverse effects created by the presence of a power line appear to diminish over time;
- Effects on the sale price of property most often are observed for property crossed by or immediately adjacent to a power line. However, effects also have been observed for properties that are located farther away from the line; and
- The value of agricultural property is likely to decrease if the power line poles are placed in an area that inhibits farm operations (PSCW, 2000).

The FEIS study also demonstrated that homes not directly adjacent to the ROW or beyond 200 feet from the ROW were affected to a much lesser degree than those abutting the line or ROW (PSCW, 2000). Based on these observations, however, the authors concluded that "It is very difficult to make predictions about how a specific transmission line (would) affect the value of specific properties" (PSCW, 2000).

Other authors evaluating the potential impacts of transmission lines on property values determined that a negative impact on value diminished with the distance from the power lines and became negligible at a distance of 200 meters (656.2 feet) (Colwell, 1990 and Hamilton and Schwann, 1995). Likewise, another author determined that prices could be expected to be affected within 100 feet of a transmission line, but that little effect would be perceived beyond that distance (DiMento, 1982 as cited in Kroll and Priestley, 1992).

In other evaluations of property values, some authors demonstrated that individual perceptions of property values were dependent on the size of the support structures (i.e., the height of the poles) and the amount of voltage carried. In this regard, larger transmission lines were perceived to have a greater impact on property value than lower support structures and lower voltage lines (Hamilton and Schwann, 1995). Other types of studies that evaluated perception suggested that those with higher status employment were more concerned over the presence of a transmission line than those with lower job status. These individuals often were concerned not only with property value, but also health and safety (Priestly and Evans, 1990 as cited in Kroll and Priestley, 1992).

Conversely, within a professional study of property sales in New England, the author found no evidence of systematic effects of either distance or visibility of a 345 kV transmission line on residential property values. Instead, the author of this study found a slight negative effect due to the presence of the transmission line easement on adjacent properties (Chalmers, 2009).

Based upon the conclusions from the evaluated studies, the presence of transmission wires and poles is not always indicative of a reduction in residential property value. Other factors may influence an individual's perception of the overall value and thus, in turn, the market value of a property. Furthermore, impacts on property values from the transmission lines likely would vary throughout the Project area, since no two properties have the same characteristics.

Mitigation – Property Values
Direct impacts to property values would be mitigated through landowner compensation for the use of their land through easement payments. When property easements are needed the Applicant would work with individual landowners to provide just compensation for property easements; the ROW representative would contact the owners of each parcel to discuss the construction schedule and construction requirements, as well as activities to occur after construction.

5.3.3. Land-Based Economies

Land-based economies in the project area consist primarily of tourism. There are no agricultural lands along the Project route, no mineable resources within the Project route, and no forested lands used to harvest forest resources along the Project route. No impacts are anticipated for agricultural, mining or forestry operations as a result of this Project, therefore no mitigation measures are proposed.

Tourism in the Anoka County consists primarily of antique shopping, golfing, fishing, boating, and participating in local festivals. The proposed transmission line Route is dominated by industrial and commercial facilities with some adjacent residential properties. The transmission line will cross the Rum River at River Bend Park in the city of Ramsey, which is primarily used by the local population for short-term recreational activities.

Mitigation – Land-Based Economies
The Applicant has stated it will work with the city of Ramsey parks staff to locate and construct the transmission line to minimize visual impacts to River Bend Park and avoid limiting activities within the park.

5.3.4. Zoning and Compatibility with Planning

Although a Route Permit issued by the Commission supersedes any local zoning, building, and land use regulations, the new 115-kV transmission line does not represent an incompatible land use with those that exist in the area. Therefore, anticipated impacts of the proposed Project on land use are minimal and no mitigation measures are proposed. Potential land use impacts along the Proposed Route due to the 115-kV transmission line will be limited. The Proposed Route for the 115-kV transmission line will be approximately 5.8 miles long and will overtake existing distribution lineright-of-way and parallel roadright-of-way as much as possible.

Zoning designations and land uses near the transmission lines are not expected to change as a result of the construction and operation of the Project. Temporary and permanent impacts would be limited to the area where poles are placed and to the construction areas.

5.3.5. Recreation

The Proposed Route traverses two public sites. Rudy Johnson Park is south of and adjacent to U.S. Highway 10 between 6th and 7th Avenue. River Bend Park is located along Bunker Lake Road (County Road 116) in the city of Ramsey.

Rudy Johnson Park is a recreational park with an ice skating rink in the winter and a baseball field in the summer. A few trees are scattered mostly along the western side of the park.

Anoka High School has recreational fields along the proposed route at 7th Avenue in the city of Anoka.

The proposed transmission line Route traverses River Bend Park. River Bend Park includes a baseball field, tennis courts, a playground and picnic areas.

Mitigation - Recreation
The transmission line will cross through Rudy Johnson Park. The Applicant believes the best alignment for the transmission line through the park will be to place the transmission line as close as possible to the U.S. Highway 10 easement, which will minimize impacts to the park.

Potential impacts to the Anoka High School athletic fields can be reduced by placing the transmission line ROW as close to 7th Avenue as allowable, and by placing transmission poles even with the soccer end lines. This would require two 360-foot spans between three poles.

The transmission line will cross through River Bend Park. Park staff has suggested the transmission line will have fewer impacts if it were to follow along the north side of County Road 116. The Applicant has stated it will continue to work with the city of Ramsey to minimize and mitigate impacts in the park.

5.3.6. Transportation

Approximately 4.2 miles of the 5.8-mile Proposed Route would parallel public road and railroad rights-of-way (approximately 0.65 miles adjacent to Trunk Highway 10, 2.7 miles along Anoka County Roads 7,14 and 116, 0.35 miles adjacent to the BNSF railroad; and 0.54 miles along Anoka city streets). This parallel alignment adjacent to public road and railroad rights-of-way represents approximately 72 percent of the total Route length of 5.8 miles. A portion of the Project ROW could overlap existing roadway ROW.

The BNSF railroad ROW in the project area is 125 feet in width. The communities within the Project area have developed around this railroad alignment, leaving minimal space between the railroad ROW and local businesses, industrial buildings, and

communications towers. The portion of the Applicant's proposed route is an area where the transmission line ROW can be placed without affecting the railroad's utility accommodation policy. Route Segment Alternative A would parallel a portion of the railroad ROW where insufficient ROW exists for the placement of a transmission line.

The route width would allow flexibility in the alignment of the transmission line such that roadways could be crossed in order to avoid certain sensitive resources. The transmission line would be designed in accordance with National Electrical Safety Code (NESC) standards, which establish clearances required between transmission lines and transportation structures. These clearances are designed to accommodate a relative vehicle height of 14 feet, such that vehicle use could safety occur beneath the transmission line.

Construction of the Project could result in temporary construction-related detours and road closures. Road or lane closures would occur where the alternatives cross and (to some degree) parallel roads. Closures and detours would typically be necessary to string transmission lines across roads, or to allow for the movement of construction vehicles and the delivery of construction materials. Due to the traffic volumes on local roads, it is not expected that lane closures would significantly delay travel times.

Mitigation – Transportation

The Project would be designed in accordance with NESC standards to minimize impacts to transportation. NESC standards establish clearances required between transmission lines and transportation structures.

HVTL permits issued by the Commission direct the Permittee to comply with MnDOT and all applicable road authorities' management standards and policies during construction. The permits also direct the permittee to provide written notice of construction to MnDOT and applicable city, township, and county road authorities.

Construction workforces could work closely with the Minnesota State Patrol and county officials to ensure the implementation of appropriate measures to safeguard the public and construction workforces, and to notify the public about planned road closures and detours. Potential interference with highway resurfacing projects could be reduced by coordinating construction schedules with MnDOT.

Based on right-of- way maps provided by MnDOT, the Applicant believes there is adequate space to locate the physical components of the transmission line outside of MnDOT's existing Hwy 10 right-of-way. The Applicant will conduct a detailed field survey as well as locate all existing underground utilities prior to submitting its Plan and Profile to the Commission for review. After these activities are completed and a final design is established, the Applicant will consult with MnDOT to locate the transmission line components in a manner to minimize conflicts with its existing right-of-way.

Construction will require traffic on Hwy 10 and 7th Ave just south of Hwy 10 to be stopped for a short period of time (approximately five minutes) to allow the conductor

lead rope to be carried across each roads. Alternatively, the Highway Patrol may set up a low speed rolling road block on Hwy 10. The 7th Avenue crossing can likely be coordinated with a signal light cycle or with local law enforcement personnel present. The Applicant consult with the City, MnDOT and the Highway Patrol to determine the best means and schedule for the crossings.

6. Required Permits and Approvals

Construction of the Project would require a High Voltage Transmission Line (HVTL) permit from the Commission (Minn. Stat. 216E.03, subd. 2). Additional potentially required permits and approvals are listed in Table 6.1 below.

Table 6.1: Potentially Required Permits and Approvals

Permit	Jurisdiction
Federal Approvals	
Section 404 Permit, Clean Water Act (Local/State/Federal Application for Water/Wetland Projects, for discharge of fill due to placement of poles in wetlands) Section 106 Review	Corps of Engineers Section 10 Permit
Part 7460 review (to ensure compliance with 7460)	FAA
Spill Prevention, Control and Countermeasure (SPCC) Plan (Xcel Energy for modifications to the Crooked Lake Substation and Anoka Municipal Utility for modification at the Enterprise Park Substation)	EPA
Minnesota State Approvals	
License to Cross Public Waters or State Lands	DNR – Lands and Minerals
Utility Permit (Road Crossing Permits to cross or occupy state trunk highway roadright-of-way)	Mn/DOT
NPDES Construction Stormwater Permit (Xcel Energy for modification at Crooked Lake Substation and Anoka Municipal Utility for modifications at Enterprise Park Substation) **NPDES Construction Stormwater Permit** (Great River Energy, for line construction)	MPCA
Minnesota Local Approvals	
Land Permits, including road crossing/right-of-way permits (may be required to occupy lands such as parklands, watershed districts, and other publicly-owned land)	County, City
Minnesota Wetland Conservation Act	County, Board of Water and Soil

Permit	Jurisdiction
Exemption	Resources
Road Crossing Permits	County, City
Overwidth Loads Permits	County, City
Driveway/Access Permits	County, City

7. Route Comparison

There are two routing scenarios presented in the scope of this environmental assessment, previously described as the Applicant's proposed route, and the Applicant's proposed route incorporating Route Segment Alternative A. These routes are described in Chapter 3 of this EA, and on all Figures contained in this document.

In analyzing the two routing scenarios, many of the potential impacts would be the same or similar. For example, there are no cultural resources located in the area between 6th Avenue and Garfield Avenue, no matter if the proposed route or segment alternative is followed. However, there are differences in potential impacts with residences located near the line, cost, transportation, and land use.

Route Segment Alternative A follows a route that would reduce the number of homes within 36 to 135 feet of the line. The proposed route has 20 more homes within this distance of the transmission line than does the segment alternative. Neither route alternative would cause displacement of residences as a result of constructing and operating the Project.

Route Segment Alternative A would be 0.3 miles longer than the Applicant's proposed route. This would result in an increase to project costs of $450,000, or a 3.8 percent increase.

Route Segment Alternative A would parallel a portion of the railroad ROW where insufficient ROW may exist for the placement of a transmission line. The BNSF railroad ROW in the project area is 125 feet in width. The communities within the Project area have developed around this railroad alignment, leaving minimal space between the railroad ROW and local businesses, industrial buildings, and communications towers. The Applicant's proposed route, instead of paralleling the railroad ROW in this area, makes a perpendicular crossing at 6th Avenue.

Both the Applicant's preferred route and Route Segment Alternative A follow transportation ROW and property lines. Route Segment Alternative A crosses or parallels land owned by the city of Anoka and Anoka County. These lands have development occurring or planned. Volunteers of America has begun construction of a senior continuum of care campus on the property located east of 4th Avenue and north of Grant Street. There is a monopole cell tower located in the city's Public Services equipment yard that is close to the BNSF right-of-way and would likely be impacted by the proposed route segment alternative. Route Segment Alternative A may also impact the rail station which abuts both sides of the tracks. If the segment alternative were to be located on the south side of the tracks, it would impact the planned construction of a multi-level parking facility and pedestrian overpass as well as other commercial development. Locating the line along the north side of the tracks would impact the buildings at 2804 5th Avenue and 2707 6th Avenue which abut the BNSF right-of-way. It is likely that an easement would be required from BNSF to locate the line within this area or the line would have to be constructed over the building(s). The area along the north

side of the track between 4th Avenue and 6th Avenue is planned for future development by the city of Anoka. These current and future development plans would not be affected by the Applicant's proposed route.

8. References

Bonneville Power Administration (BPA). 2002. Bonneville Power Transmission/Grand Coulee, Bell 500 kV Transmission line Project. Appendix B-1 Grand Coulee-Bell 500-kV Transmission Line Project - Electrical Effects. Electronic Resource at: http://nepa.energy.gov/nepa_documents/docs/deis/eis0344/AppxB1_electromag.pdf

Carpenter, David O. 2010. Testimony in the matter of the route permit application by Great River Energy and Xcel Energy for a 345 kV line from Brookings County, South Dakota to Hampton, Minnesota.

Carpenter, David O. and Cindy Sage. 2008. "Setting Prudent Public Health Policy for Electromagnetic Field Exposures." *Reviews on Environmental Health.* Vol. 23, No. 2.

Chalmers, James A. and Frank A. Voorvaart. 2009. High-Voltage Transmission Lines: Proximity, Visibility, and Encumbrance Effects. The Appraisal Journal (Summer, 2009). Electronic Resource at: http://www.analysisgroup.com/uploadedFiles/Publishing/Articles/2009_HVTLs_and_Property_Values.pdf.

Chapman, Dean. 2005. "Transmission Lines and Industrial Property Value." Right of Way November/December 2005: 20-27. Electronic Resource at: http://www.irwaonline.org/EWEB/upload/ROW%20Archives%207-05%20thru%207-06/1105/Transmission%20Lines%20&%20Industrial%20Property%20Value.pdf..

Colwell, Peter F. 1990. Power Lines and Land Value. The Journal of Real Estate Research (Spring 1990) Vol. 5 #1, pp. 117-127. Electronic Resource at: http://aux.zicklin.baruch.cuny.edu/jrer/papers/pdf/past/vol05n01/v05p117.pdf.

Electric Power Research Institute, Inc. (EPRI). 2003. "EPRI Comments on the IEEE Standard for Safety Levels with Respect to Human Exposure to Electromagnetic Fields, 0 to 3 kHz (2002)." Electronic document at: http://www.osha.gov/SLTC/elfradiation/epri-ieee1-03d.pdf.

Empetus Close Corporation. 2006. Electric and magnetic Fields from Overhead Power Lines – A Summary of Technical and Biological Aspects. Electronic resource at: http://www.scribd.com/doc/15954241/Electric-and-Magnetic-Fields-from-Overhead-Power-Lines

Federal Communications Commission (FCC). 2010. Audio Division and Database. Electronic resource at: http://www.fcc.gov/mb/audio/

Federal Emergency Management Agency (FEMA). 2010. Flood Insurance Rate Maps (FIRMs). Website at http://www.fema.gov/hazard/map/firm.shtm

Gallay, Benjamin. 2010. Testimony in the Matter of the Route Permit Application for a High Voltage Transmission Line Route Permit for the Hiawatha Transmission Project, on behalf of Northern States Power Company. PUC Docket No. ET2/TL-09-38. February 18.

Great River Energy. 2011. "Application to the Minnesota Public Utilities Commission for a Route Permit for the Enterprise Park to Crooked Lake 115 kV Transmission Line." MPUC Docket No. ET2/TL-11-915. October 4.

Hamilton, Stanley W. and Gregory M. Schwann. 1995. "Do High Voltage Electric Transmission Lines Affect Property Value?" *Land Economics*, 71(4), pp. 436-444.

Holisko, Gary. 2008. "Developing Near Transmission Lines?" Right of Way July/August 2008: 32-36. Electronic Resource at: http://www.irwaonline.org/EWEB/upload/0708d.pdf.

Kroll, Cynthia and Thomas Priestley. 2003. The Effects of Overhead Transmission Lines on Property Values. Report Prepared for the Edison Electric Institute Siting and Environmental Planning Task Force. Original publication 1992. Electronic Version 2003. Electronic Resource at: http://staff.haas.berkeley.edu/kroll/pubs/tranline.pdf.

Midwest ISO (MISO). 2007. "Interconnection System Impact Study Report."

Minnesota Department of Employment and Economic Development. 2010. County Unemployment Rates. Electronic resource at: http://www.positivelyminnesota.com/Data_Publications/Data/Current_Economic_Highlights/County_Unemployment_Rates.aspx

Minnesota Department of Natural Resources (MnDNR). 1998. Mineral Industries of Minnesota. Electronic resource at: http://images.dnr.state.mn.us/education_safety/education/geology/digging/minmap.gif

Minnesota Department of Natural Resources (MnDNR). 2002. Significant Aggregate Resource Deposits. Electronic resource at: http://files.dnr.state.mn.us/lands_minerals/do_plate1.pdf

Minnesota Department of Natural Resources (MnDNR). 2009a. Water Year Data Summary 2007-2008. Website at: http://files.dnr.state.mn.us/waters/groundwater_section/sustainability/whereisGW.pdf

Minnesota Department of Natural Resources (MnDNR). 2010m. AniMap: an interactive mapping tool. http://www.dnr.state.mn.us/maps/animap/index.html

Minnesota Department of Natural Resources (MnDNR), 2010u. Aggregate Resources Sand and Gravel Potential. May 2010. Electronic resource at: http://files.dnr.state.mn.us/lands_minerals/plate_a_sandandgravel_potential.pdf

Minnesota Department of Natural Resources (MnDNR). 2010v. Public Water Inventory (PWI) Maps. Website at: http://www.dnr.state.mn.us/waters/watermgmt_section/pwi/maps.html

Minnesota Department of Natural Resources (MnDNR). 2010cc. Wildlife Management Areas. Electronic resource at: http://www.dnr.state.mn.us/wmas/index.html

Minnesota Department of Transportation (Mn/DOT). 2009. Anoka County Traffic Volume Map. Accessed electronically at: http://www.dot.state.mn.us/traffic/data/maps/trafficvolume/2009/counties/anoka.pdf

Minnesota House of Representatives, House Research Department. 2006. Primer on Minnesota's Property Taxation of Electric Utilities. Electronic Resource accessed at: http://www.house.leg.state.mn.us/hrd/pubs/pruttax.pdf

Minnesota Office of Enterprise Technology (MnOET). 2010. Codes for the Identification of River Reaches and Watercourses in Minnesota. Website accessed at: http://www.state.mn.us/portal/mn/jsp/content.do?id=-536891917&subchannel=null&sc2=null&sc3=null&contentid=536916430&contenttype=EDITORIAL&programid=536911234&agency=OETweb

Minnesota Pollution Control Agency (MPCA). 2008. A Guide to Noise Control in Minnesota.

Minnesota Pollution Control Agency (MPCA). 2010. *Annual Air Monitoring Network for the State of Minnesota*. Website at: http://www.pca.state.mn.us/index.php/air/air-monitoring-and-reporting/air-emissions-and-monitoring/air-monitoring-network-plan.html/aq10-05[1].pdf

Minnesota Pollution Control Agency (MPCA). 2010a. Minnesota's Impaired Waters and TMDLs. Website accessed at: http://www.pca.state.mn.us/index.php/water/water-types-and-programs/minnesotas-impaired-waters-and-tmdls/assessment-and-listing/303d-list-of-impaired-waters.html?menuid=&missing=0&redirect=1

Minnesota Pollution Control Agency (MPCA). 2010b. Basins and Watersheds in Minnesota. Website accessed at: http://www.pca.state.mn.us/index.php/water/water-types-and-programs/surface-water/basins-and-watersheds/basins-and-watersheds-in-minnesota.html

Minnesota State Demographic Center (MSDC). 2005. 2005 Income Estimates. Electronic Resource accessed at: http://www.demography.state.mn.us/

Minnesota State Demographic Center (MSDC). 2009. 2009 Population Estimates. Electronic Resource accessed at: http://www.lmic.state.mn.us/datanetweb/php/census2000/estimate/report.php.

The Minnesota State Interagency Working Group on EMF Issues (MSIWG). 2002. A White Paper on Electric and Magnetic Field Policy and Mitigation Options.

Website accessed at: http://www.capx2020.com/Images/EMFWhitePaper2002.pdf.

Minnkota Power Cooperative, Inc., n.d. Center to Grand Forks Project. Radio, Television, Cell Phone, and GPS Interference Facts. Electronic Resource accessed at: http://www.minnkotacgf.com/Documents/PostScoping/CGF_Minnkota_Interference_factsheet_02252010.pdf.

National Institute of Environmental Health Sciences (NIESH). 1999. NIEHS Report on Health Effects from Exposure to Power-line Frequency Electric and Magnetic Fields. Website accessed at: http://www.niehs.nih.gov/health/docs/niehs-report.pdf.

New York Regional Interconnect, Inc. (NYRI). 2008. New York Regional Interconnection. Exhibit E-5, Effect on Communications. February 2008. Electronic Resource accessed at: http://www.nyri.us/pdfs/Article7/Exhibit%20E-5_FINAL_01-28-08.pdf.

Department of Commerce. 2011. Environmental Impact Statement Scoping Decision. PUC Docket No. ET2/TL-11-915.

Public Service Commission of Wisconsin (PSCW). 2000. Property Values. Final Environmental Impact Statement. Arrowhead—Weston Electric Transmission Line Project, Volume 1, Public Service Commission of Wisconsin Docket 05-CE-113. Issued October 2000.

Public Service Commission of Wisconsin (PSCW). 2001. PSC Overview Series EMF – Electric & Magnetic Fields. June 2001.

Public Service Commission of Wisconsin (PSCW). 2010. Environmental Impacts of Transmission Lines. Website accessed at: http://psc.wi.gov/thelibrary/publications/electric/electric10.pdf.

Rau and Wooten. 1980. Environmental Impact Analysis Handbook.

Reinemann, Douglas J., Ph.D. 2008. Literature Review and Synthesis of Research Findings on the Impacts of Stray Voltage on Farm Operations. March 31. Electronic resource accessed at: http://www.uwex.edu/uwmril/pdf/08%20OEB%20SV%20Research%20Report_Reinemann_20080530.pdf

Reinemann, Douglas J., Ph.D. 2009. What do we know about stray voltage? University of Wisconsin – Madison. April. Electronic resource accessed at: http://www.uwex.edu/uwmril/pdf/09%20What%20do%20we%20know%20about%20Stray%20Voltage.pdf

Straumann, Ueli and Jianbin Fan. 2009. Audible Noise from AC-UHV Transmission Lines – Theoretical Comparison of Broadband and Tonal Components. Electronic Resource accessed at:

http://www.eeh.ee.ethz.ch/uploads/tx_ethpublications/UHV09_StraumannFan_April09__2_.pdf.

Union of the Electric Industry – EUROELECTRIC. Environmental and Society Working Group. 2003. "EMF Exposure Standards Applicable in Europe and Elsewhere." May.

United States Census Bureau. 2000b. DP-1. Profile of General Demographic Characteristics: 2000. Data Set: Census 2000 Summary File 1 (SF 1) 100-Percent Data. Geographic Area: Anoka County, Minnesota. Electronic Resource accessed at: http://factfinder.census.gov.

United States Census Bureau. 2000e. DP-1. Profile of General Demographic Characteristics: 2000. Data Set: Census 2000 Summary File 1 (SF 1) 100-Percent Data. Geographic Area: State of Minnesota. Electronic Resource accessed at: http://factfinder.census.gov.

United States Census Bureau. 2000j. DP-3. Profile of Selected Economic Characteristics: 2000. Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data. Geographic Area: State of Minnesota. Electronic Resource accessed at: http://factfinder.census.gov.

United States Department of Transportation (USDOT). 1997. Final "Department of Transportation Order to Address Environmental Justice in Minority Populations and Low-Income Populations,"[subsequent to draft in Federal Register, Vol. 60, No. 125, June 29,1995, pp.33899-33903.] signed by Secretary Pena on February 3, 1997; published in Federal Register, Vol. 62, No. 72, pp. 18377-18381. Officially formatted into DOT Order 5610.2. April 15.

United States Environmental Protection Agency (USEPA). 2010. Electric and Magnetic Fields (EMF) Radiation from Power Lines. Website accessed at http://www.epa.gov/radtown/power-lines.html.

United States Environmental Protection Agency (USEPA). 2010a. National Ambient Air Quality Standards. Website accessed at: http://www.epa.gov/air/criteria.html.

World Health Organization (WHO). 2005. Electromagnetic Fields and Public Health. Effects of EMF on the Environment. Electronic resource accessed at: http://www.who.int/peh-emf/publications/facts/envimpactemf_infosheet.pdf

World Health Organization (WHO). 2010. Electromagnetic Fields: Research. Website accessed at: http://www.who.int/peh-emf/research/en/.

Appendix A:
Detailed Map Sheets

Appendix B:
Scoping Decision

STATE OF MINNESOTA
Energy Facility Permitting

Issued: January 9, 2012

NOTICE OF SCOPING DECISION AND INTENT TO PREPARE AN ENVIRONMENTAL ASSESSMENT

In the Matter of the Route Permit Application for the Enterprise Park to Crooked Lake 115 kV Transmission Line Project in Anoka County

PUC Docket No. ET2/TL-11-915

PLEASE TAKE NOTICE that the Minnesota Department of Commerce, Energy Facility Permitting (EFP) announces the release of the scoping decision and notice of intent to prepare an environmental assessment (EA) for Great River Energy's proposed Enterprise Park to Crooked Lake 115 kV transmission line project.

Electronic versions of the EA scoping decision, route permit application and other documents relevant to this matter are available on the Public Utilities Commission's EFP website: http://energyfacilities.puc.state.mn.us/Docket.html?Id=32289, and on the Department of Commerce eDockets website: https://www.edockets.state.mn.us/EFiling/search.jsp (enter the Docket Number Year "11" and Number "915").

The scoping decision identifies the issues and alternative route segment (see attached maps) the deputy commissioner of the Department of Commerce has determined are appropriate for inclusion in the EA. The scoping decision also identifies certain issues that will not be included in the EA. The EA is anticipated to be complete and available in March 2012.

If you have any questions about this project or would like more information, please contact the EFP state permit manager: Matthew Langan, 85 7th Place East, Suite 500, St. Paul, MN 55101; Tel: 651.296.2096, e-mail: matthew.langan@state.mn.us.

In the Matter of the Route Permit Application for the Enterprise Park to Crooked Lake 115 kV Transmission Line Project in Anoka County, Minnesota

Environmental Assessment
Scoping Decision Document
PUC Docket No. ET2/TL-11-915

Introduction

The above matter has come before the deputy commissioner of the Department of Commerce for a decision on the scope of the environmental assessment (EA) to be prepared on the Enterprise Park to Crooked Lake 115 kV transmission line project proposed by Great River Energy (applicant). Great River Energy has submitted this application on behalf of itself and other anticipated co-owners of the project, including Minnesota Municipal Power Agency, Anoka Municipal Utility, and Xcel Energy.

Project Description

On October 4, 2011, the applicant filed a route permit application (RPA) under the alternative permitting process for the construction of approximately 5.8 miles of new, overhead 115 kV transmission line between Xcel Energy's existing Crooked Lake Substation in Coon Rapids, Minn., and Anoka Municipal Utility's existing Enterprise Park Substation in Anoka, Minn., in Anoka County (see Figure 1 attached). The project will remove, rebuild, and attach Anoka Municipal Utility's existing overhead (12.5 kV) distribution lines to the new 115 kV transmission line where the new line overtakes the existing distribution lines. (Alternatively, Anoka Municipal Utility may choose to bury some of the distribution lines.) The project would also include modifications to the Crooked Lake and Enterprise Park substations to accommodate the new transmission line, including a new ring bus, breaker additions, step down transformers, and associated switch gear.

The applicant is requesting a route width as narrow as 100 feet in some locations, and as wide as 400 feet in others, except for the area near Anoka High School where the requested route width is 800 feet. The variation in route width is due to the developed nature of the project area. The typical right-of-way for the 115 kV line is 50-75 feet, depending on the structure used. The typical span between poles without underbuild is 300 to 400 feet, and 250 to 300 where 12.5 kV distribution lines are attached. Poles range in height from 60 to 85 feet. Most poles will be constructed as single-pole, wood structures with horizontal post insulators.

Purpose

In its RPA, the applicant states the purpose of the proposed project is to meet future electric load requirements in the area, to provide relief on the existing transmission system, and to provide backup service to an existing 69 kV transmission line.

This document can be made available in alternative formats (i.e. large print or audio) by calling 651-296-0391 (voice). Persons with hearing or speech disabilities may call us through Minnesota Relay at 1-800-627-3529 or by dialing 711.

Regulatory Background

A high-voltage transmission line RPA for the project was filed by the applicant on October 4, 2011, and accepted by the Minnesota Public Utilities Commission (Commission) on November 4, 2011. The route permit will be reviewed under the alternative review process, pursuant to Minnesota Statues 216E (Power Plant Siting Act) and Minnesota Rules 7850.2800 to 7850.3900. Under the alternative permitting process the Commission has six months from the date the application was accepted as complete to make a decision on the route permit. The Commission may extend this time limit up to three months for just cause or upon agreement of the applicant (Minnesota Rule 7850.3900, subpart 1).

Scoping Process

Scoping is the first step in the process after application acceptance. The scoping process has two primary purposes: 1) to ensure that the public has a chance to participate in determining what routes and issues should be considered for study in the EA, and 2) to help focus the EA on the most important issues surrounding the route permit decision. The scope identifies potential human and environmental issues that will be addressed in the EA. The scope also presents an anticipated schedule of the environmental review process.

Public Scoping Meeting

Department of Commerce Energy Facility Permitting (EFP) staff held public information and scoping meetings on December 1, 2011, at Anoka City Hall in Anoka, Minnesota. The meeting provided members of the public an opportunity to learn about the proposed project and the state's high-voltage transmission line route permitting process, review the applicant' RPA, ask questions, provide comments, and identify potential impacts and route alternatives to be considered for the scope of the environmental assessment. Approximately 20 people attended the two meetings.

A court reporter was present at the public meeting and transcribed questions asked and comments made by the public, as well as responses from EFP staff and the applicant. Six people provided oral comments and/or asked questions about the proposed project. Topics and issues raised by the public at the meeting included: transmission line structure construction and engineering, preferred route, regulatory framework, noise, tree removal, and parks. One route segment alternative was proposed at the meeting.

Route Segment Alternative suggested

Route Segment Alternative A – This route segment alternative is in the city of Anoka. As is represented in the attached Figure 2, this alternative would depart from the applicant's preferred route at 6th Avenue where it crosses railroad tracks, and instead parallel the railroad right of way to the northwest, then turn north along 4th Avenue, then turn east to join up with the applicant's preferred route at Garfield Avenue.

Public Comments

A public comment period, ending on December 19, 2011, provided the public an opportunity to submit comments to EFP staff via e-mail, fax, U.S. mail, or online on issues and alternative routes and alignments for consideration for the scope of the EA. EFP staff received four comment letters by the close of the comment period from the Minnesota Department of Natural Resources (DNR), the Minnesota Department of Transportation (MnDOT), and two citizens who own land or live in the project area. No alternative routes were proposed in the written comments received.

The scoping meeting comment report and each comment letter are available for viewing and downloading on the project website maintained by the Commission at: http://energyfacilities.puc.state.mn.us/Docket.html?Id=32289 or on the eDockets website at: https://www.edockets.state.mn.us/EFiling/search.jsp (enter the year "11" and the number "915").

Issues raised

Issues raised by the public for inclusion in the scope of the environmental assessment include transmission line routing near athletic fields, and possible noise mitigation strategies between a MnDOT garage and residential area once existing trees are removed for the transmission line right-of-way.

DNR requested that information be provided in the EA on vegetation removal minimization techniques, including at the Rum River crossing, a state-designated Wild and Scenic River. DNR also requested information on placement of bird flight diverters in the Rum River area. DNR also sought clarification of the administrator of a parcel of land along the route owned by the State of Minnesota. DNR sent a follow-up email clarifying that the land is administered by the Department of Administration. DNR attached to its letter fact sheets on wildlife-friendly erosion control matting, and the Blanding's turtle, a state-listed threatened species, along with a flyer on best management practices for reducing the potential for impacts to the species.

MnDOT requested information on transmission line impacts to Trunk Highway 10 interchanges at 7th Avenue and Thurston Avenue.

Having reviewed the matter, consulted with EFP staff, and in accordance with Minnesota Rule 7850.3700, I hereby make the following scoping decision:

Matters to be Addressed

The issues outlined below will be identified and described in the EA for the proposed Enterprise Park to Crooked Lake 115 kV project. The EA will describe the project and current setting of the proposed project area. It will also provide information on the potential impacts the proposed project could have as they relate to the topics outlined in this scoping decision document, including possible mitigation for identified impacts, identification of irretrievable commitment of resources and permits from other government entities that may be required.

I. General Description of the Proposal

- A. Project Description
- B. Purpose of the Transmission Line
- C. Project Location
- D. Route Description
- E. Route Width
- F. Right-of-Way
    1. General use of right-of-way
    2. Existing easements
    3. Restoration and maintenance
- G. Project Cost

II. Regulatory Framework

- A. Certificate of Need
- B. High Voltage Transmission Line Route Permits
- C. Environmental Review Process

III. Engineering, Design, and Operation

- A. Transmission Line Conductors
- B. Transmission Line Structures
    1. Design and structure material
    2. Structure strength and stability (i.e. Structural failure)
- C. Substations
- D. Undergrounding Transmission Line Facility

IV. Construction

- A. Transmission Line and Structures
- B. Substations
- C. Restoration and Cleanup
- D. Property Destruction and Compensation
- E. Operation and Maintenance

V. Affected Environment, Potential Impacts, and Mitigation Measures

- A. Environmental Setting
- B. Socioeconomic and Cultural Setting
- C. Human Settlement
    1. Noise
    2. Aesthetics
    3. Proximity to homes
    4. Existing utilities

5. Property values
6. Property/right-of-way acquisition and displacement

D. Public Health and Safety
   1. Construction and operation/maintenance
   2. Electric and magnetic fields
   3. Implantable medical devices
   4. Stray voltage
   5. Induced voltage
   6. Air quality associated with the transmission facility

E. Recreation

F. Transportation and Public Services
   1. Emergency services
   2. Airports
   3. Railroads
   4. Schools

G. Interference
   1. Radio (AM/FM and short-wave)
   2. Television (satellite and digital)
   3. Cellular phone
   4. Broadband and wireless internet

H. Archaeological and Historic Resources

I. Land Use (land-based economies)
   1. Industrial/commercial
   2. Tourism
   3. Forestry

J. Zoning and Compatibility/Federal, State and Local Government Planning
   1. Residential
   2. Commercial
   3. Rural/agricultural
   4. Industrial
   5. Transportation
   6. Shoreland

K. Water Resources
   1. Rivers, lakes, wetlands, and other surface waters
   2. Floodplains

L. Soil and Groundwater

M. Flora (plants)
   1. Vegetation removal

2. Mature tree removal

N. Fauna (wildlife)
   1. Wildlife management areas
   2. Scientific and natural areas
   3. State and federal parks and forests
   4. National wildlife refuge/waterfowl production areas
   5. Avian collision and electrocution

O. Threatened/Endangered/Rare and Unique Natural Resources

VI. Alternative Routes to be Evaluated in the Environmental Assessment

In addition to the Proposed Route, the EA shall evaluate the following alternative route segment suggested through public comment:

Route Segment Alternative A

This route segment alternative is in the city of Anoka. As is represented in the attached Figure 2, this alternative would depart from the applicant's preferred route at 6th Avenue where it crosses railroad tracks, and instead parallel the railroad right-of- way to the northwest, then turn north along 4th Avenue, then turn east to join up with the applicant's preferred route at Garfield Avenue. The route width for this route segment alternative is 400 feet.

VII. Identification of Permits

The EA will include a list and description of permits from other government entities that may be required for the proposed project.

Issues Outside the Scope of the Environmental Assessment

The scope of the Enterprise Park to Crooked Lake 115 kV EA will not consider the following:

A. No-build alternative
B. Issues related to project need, size, type, or timing
C. Any route or substation alternatives not specifically identified in this scoping decision document.
D. Policy issues surrounding whether utilities or local-government should be liable for the cost to relocate utility poles when roadways are widened
E. The manner in which land owners are paid for transmission rights-of-way easements, as that is outside the jurisdiction of the Commission.

Schedule

The EA will be completed and available in March 2012. A public hearing will be held in the project area after the EA has been issued and notice served.

Signed this 5th day of January, 2012

STATE OF MINNESOTA
DEPARTMENT OF COMMERCE
DIVISION OF ENERGY RESOURCES

William Grant, Deputy Commissioner

Figure 1: Enterprise Park to Crooked Lake 115 kV Transmission Line Project Map

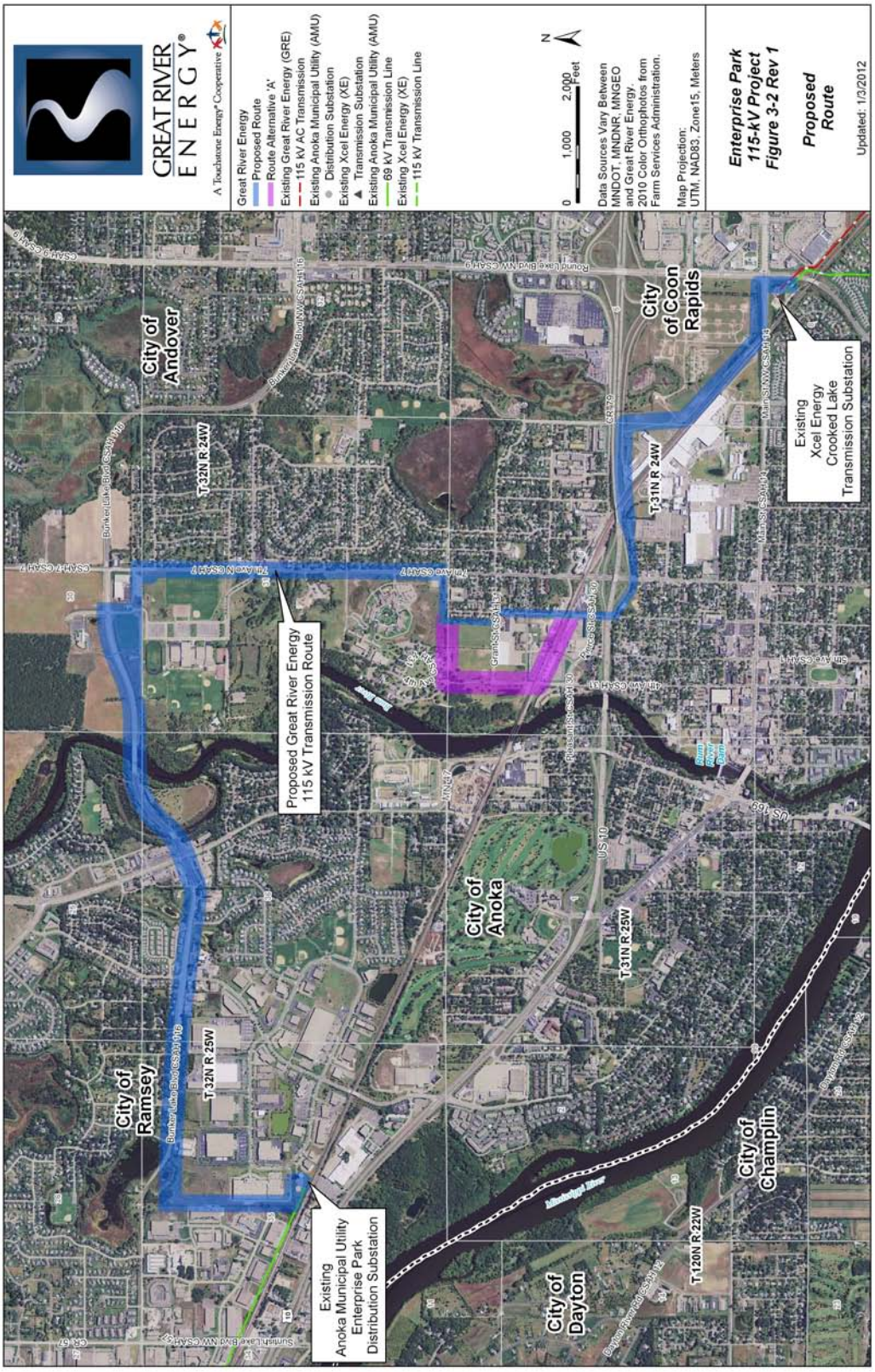
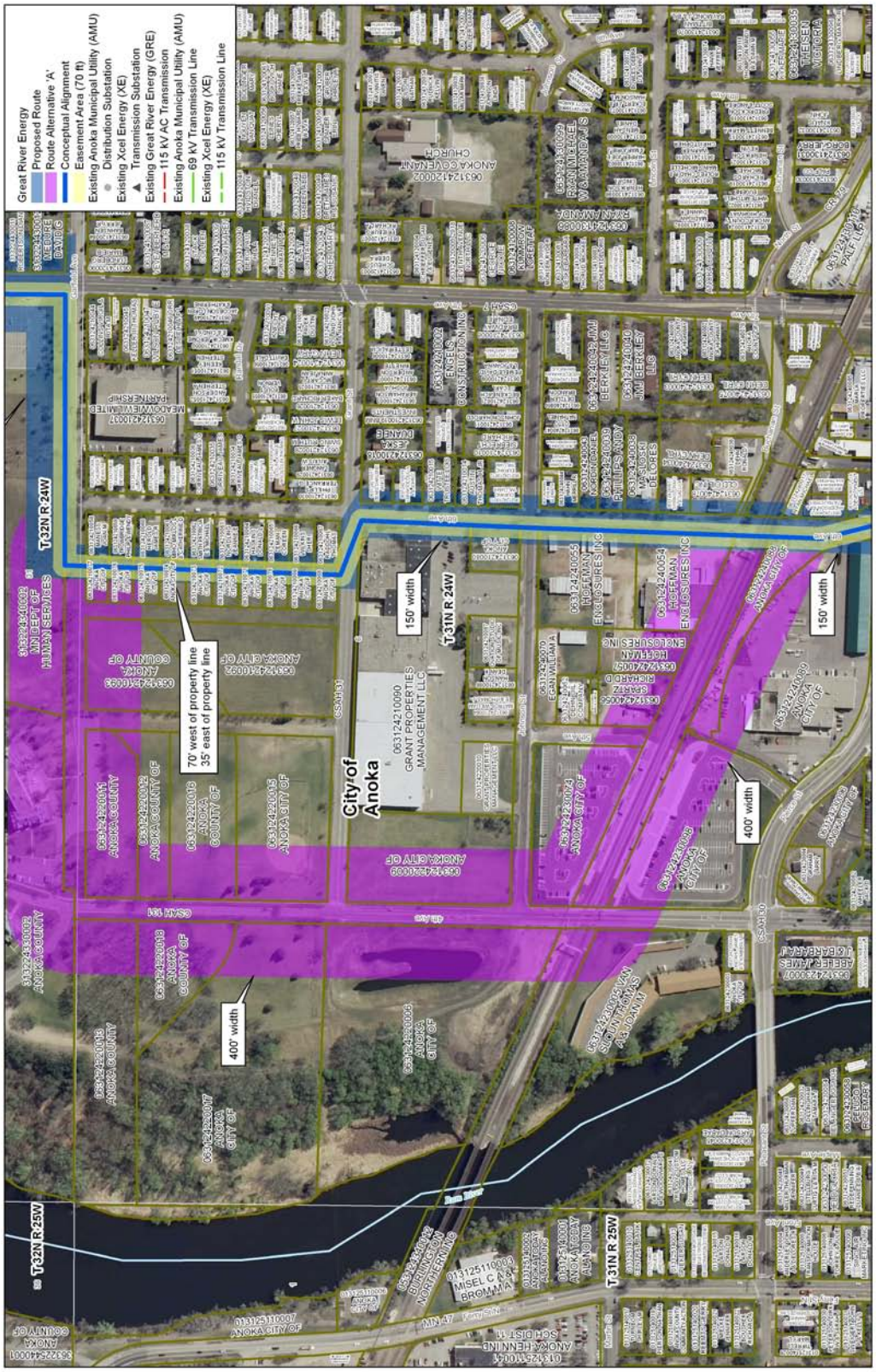


Figure 2: Route Segment Alternative A



Appendix C:
Sample HVTL Route Permit

STATE OF MINNESOTA PUBLIC UTILITIES COMMISSION

ROUTE PERMIT FOR CONSTRUCTION OF A HIGH-VOLTAGE TRANSMISSION LINE AND ASSOCIATED FACILITIES

IN BENTON COUNTY

ISSUED TO
XCEL ENERGY
PUC DOCKET NO. E002/TL-10-1026

In accordance with the requirements of Minnesota Statutes Chapter 216E and Minnesota Rules Chapter 7850, this route permit is hereby issued to:

XCEL ENERGY

Xcel Energy is authorized by this route permit to construct the approximately 4.7 mile long St. Cloud Loop 115 kV transmission line and associated facilities in Benton County, Minnesota.

The transmission line and associated facilities shall be built within the route identified in this permit, as portrayed on the official route maps, and in compliance with the all other conditions specified in this permit.

Approved and adopted this _____ day of November, 2011

BY ORDER OF THE COMMISSION

_____

Burl W. Haar,
Executive Secretary

SAMPLE

This document can be made available in alternative formats (i.e., large print or audio) by calling 651.296.0406 (voice). Persons with hearing or speech disabilities may call us through Minnesota Relay at 1.800.627.3529 or by dialing 711.

CONTENTS

1 ROUTE PERMIT 4
2 PROJECT DESCRIPTION 4
2.1 Project Location 5
2.2 Associated Facilities and Substations 5
2.3 Structures and Conductors 6
3 DESIGNATED ROUTE 8
3.1 Route Width and Alignment 8
3.2 Right-of-Way Placement 9
3.3 Right-of-Way Width 9
4 GENERAL CONDITIONS 10
4.1 Plan and Profile 10
4.2 Construction Practices 10
4.2.1 Field Representative 10
4.2.2 Local Governments 10
4.2.3 Cleanup 11
4.2.4 Noise 11
4.2.5 Vegetation Removal in the Right-of-Way 11
4.2.6 Aesthetics 12
4.2.7 Erosion Control 12
4.2.8 Wetlands and Water Resources 13
4.2.9 Temporary Work Space 13
4.2.10 Restoration 13
4.2.11 Notice of Permit 14
4.3 Periodic Status Reports 14
4.4 Complaint Procedures 14
4.5 Notification to Landowners 14
4.6 Completion of Construction 15
4.6.1 Notification to Commission 15
4.6.2 As-Builts 15
4.6.3 GPS Data 15
4.7 Electrical Performance Standards. 15
4.7.1 Grounding 15
4.7.2 Electric Field 15
4.7.3 Interference with Communication Devices 16
4.8 Other Requirements 16

4.8.1 Applicable Codes 16
4.8.2 Other Permits 16
4.8.3 Pre-emption 16
4.8.4 Delay in Construction 16
5 SPECIAL CONDITIONS 17
5.1 Tauber Property 17
5.2 Contamination Survey 17
5.3 Archaeological and Historic Resources 17
5.4 Avian Mitigation 17
5.5 Blanding's Turtle 18
6 PERMIT AMENDMENT 18
7 TRANSFER OF PERMIT 18
8 REVOCATION OR SUSPENSION OF THE PERMIT 18

FIGURES

Figure 1 – Overview Proposed Route
Figures 2 – Route Maps

ATTACHMENTS

Complaint Handling Procedures for High-Voltage Transmission Lines
Compliance Filing Procedures for Permitted Energy Facilities

1 ROUTE PERMIT

The Minnesota Public Utilities Commission (Commission) hereby issues this route permit to Xcel Energy (permittee) pursuant to Minnesota Statute 216E.03 and Minnesota Rules 7850. This permit authorizes the permittee to construct approximately 4.7 miles of new 115 kV transmission line and associated facilities in Benton County, Minnesota and as identified in the attached route permit maps, hereby incorporated into this document.

2 PROJECT DESCRIPTION

The permittee is authorized to construct a project comprising a 4.7-mile transmission line and as described in the route permit application and evaluated in the environmental assessment. The approved route is shown on the route permit maps attached to this permit and further designated as described.

The project consists of a new 4.7-mile long 115 kV transmission line and is divided into two segments. The first segment (new Line 5520) is approximately 4 miles long and will be constructed between the Mayhew Lake Substation and the Granite City Substation. The second segment (extension of existing Line 5509) is approximately 0.7 miles long and will be constructed between the intersection of Line 5509 with Lines 0887 and 0899 and Structure 39.

The permitee may construct, modify, and upgrade the following for the project:

- construct approximately 4 miles of new 115 kV transmission line (Line 5520) between the Mayhew Lake Substation and the Granite City Substation;

- remove a 1,700 foot segment of existing single-circuit 115 kV transmission line (Line 5509) between the Granite City Substation and its intersection with Lines 0887 and 0899;

- install approximately 0.7 miles of new 115 kV transmission line to extend existing Line 5509 from its intersection with Lines 0887 and 0899 to Structure 39, install either a new single-circuit pole or a new double-circuit structure near Structure 39 and connect Line 5509 from Structure 39 to existing Line 0899, thus creating newly designated Line 5509 connecting the Mayhew Lake Substation to the Benton County Substation;

- remove existing Line 0887 jumper at Structure 39 so that Line 0887 is no longer connected to Benton County Substation, and keeping Line 0887 connection between the St. Cloud and Granite City substations;

- disconnect the existing Line 0899 at Structure 39 to the Benton County Substation and connecting to removed Line 0887 segment from Structure 39 to Benton County Substation, and designating this revised line from Granite City to Benton County substations as Line 0899;

- install fiber optic ground wire with the new 115 kV line and the remaining segment of Line 0899; and

- modify the Benton County, Crossroads, Granite City, Mayhew Lake, and St. Cloud and substations to accommodate the above changes, which includes changing and/or adding new line termination equipment and/or a ring bus, adding transfer trip and pilot relaying, installing fiber optic lines for relaying and transfer trip, installing breakers, reconfiguring line protection, replacing shield wire with fiber optic shield wire, and related modifications.

2.1 Project Location

The 115 kV St. Cloud Loop transmission line project will be located northeast of the city of Sauk Rapids in Benton County, Minnesota. The project would specifically be located in portions of the city of Sauk Rapids and Minden and Sauk Rapids townships

Route	County	Township Name	Township	Range	Sections
Proposed Route	Benton	City of Sauk Rapids	36N	31W	14, 23, 24, 25
Proposed Route	Benton	Sauk Rapids Township	36N	31W	11, 12, 13, 14, 23, 24, 25, 36
Proposed Route	Benton	Minden Township	36N	30W	30, 31

2.2 Associated Facilities and Substations

The project would include changes and modifications to five existing substations and existing transmission lines 0887, 0899 and 5509; installation of fiber optic ground wire; and changing existing line designations.

Mayhew Lake Substation

Changes and modifications at the existing Mayhew Lake Substation include the addition of oil circuit breakers, a 115 kV main bus, and a 115 kV line termination structure. The new structures and equipment will require site grading and expansion of the fenced area (approximately 0.6 acres), foundation installation, steel structure installation, equipment installation, and control room modifications. Changes will also include three new transmission line structures for routing of the proposed transmission line into the substation along with modifications to existing structures including possible removal and replacement of one old structure with one of the newly proposed structures.

Granite City Substation

Changes and modifications at the existing Granite City Substation include the addition of oil circuit breakers, a 115 kV main bus, and a 115 kV line termination structure. A new dead-end transmission structure(s) will be required where the new transmission line would enter the substation site with a preliminary location in the northeast corner of the substation site.

Benton County, St. Cloud, and Crossroads Substations

Changes and modifications will include replacements or upgrades of relays and communication equipment internal to the control house(s), installing fiber optic lines for relaying and transfer trip, installing breakers, reconfiguring line protection, replacing shield wire with fiber optic shield wire, and related modifications.

Transmission Structure 39

Jumpers connecting existing lines will be removed and new jumpers will be added to Structure 39 depending on the proposed transmission line re-designations. New single- and/or double-circuit structures will also be constructed near Structure 39 to support the new transmission line connections and re-designations.

2.3 Structures and Conductors

The primary structure or tangent structure the permittee shall use for the project is a galvanized steel, weathering steel or wood single-pole structure with braced posts or davit arms. The tangent structures will be approximately 70 feet to 90 feet in height with an average span of 300 feet to 400 feet between structures (500 foot maximum). The steel structures will have up to a 5 foot to 8 foot average diameter foundation at ground surface and taper with height.

Approximately 2.7 miles of the new transmission line shall follow and be underbuilt with existing distribution lines along U.S. Highway 10. The permittee shall design the project to fit within these existing easements, thereby requiring less right-of-way while still satisfying the needs of the project. For this segment of the project the permittee shall use the same tangent structures as described above with the addition of a distribution crossarm.

Angle structures will be similar in design to the tangent structures described above. Given the limited right-of-way, guyed structures would likely not be necessary.

Double-circuit structures may be used for approximately 0.7 miles of the route where existing Line 5509 would be extended from its intersection with Lines 0887 and 0899 to Structure 39. A double-circuit structure may also be required to connect the newly extended Line 5509 from Structure 39 to existing Line 0899 that runs to the existing Benton County Substation. The double-circuit structures will be a galvanized or weathered steel single-pole with davit arms approximately 75 to 105 feet in height with spans of 300 to 500 feet.

The phases for the project will be constructed with three single steel supported aluminum conductors (ACSS) which each consist of a single conductor comprised of seven steel core strands surrounded by 26 outer aluminum strands. The separate conductors are 795,000 circular mils or approximately 1.092 to 1.139 inches in diameter. The 115 kV transmission line would be three-phase, 60 Hz (hertz), alternating current line.

Line Type	Conductor	Structure Type	Structure Material	Estimated Foundation Diameter (feet)	Structure Height (feet)	Span Between Structures (feet)
115 kV Single-Circuit	ACSS 795 kcmil 26/7	Single Pole Braced Post or Davit Arm	Galvanized Steel, Weathering Steel, or Wood	5 - 8	70 - 90	300 - 500
115 kV Single-Circuit with Distribution Underbuild	ACSS 795 kcmil 26/7	Single Pole Davit Arm with Distribution Crossarm Underbuild	Galvanized Steel, Weathering Steel or Wood	5 - 8	70 - 90	300 - 500
115 kV Double-Circuit	ACSS 795 kcmil 26/7	Single Pole Davit Arm	Galvanized Steel or Weathering Steel	6 - 8	75 - 105	300 - 500

The transmission line shall be equipped with protective devices to safeguard the public if an accident occurs. A 0.528 inch diameter fiber optic cable will be installed to protect from lightning strikes and allow for communication between substation protection equipment and other terminals.

The transmission line shall be designed to meet or exceed local and state codes, the National Electric Safety Code (NESC), North American Electric Reliability Corporation (NERC) requirements. This includes standards relating to clearances to ground, clearance to crossing utilities, clearance to buildings, strength of materials, clearances over roadways, right-of-way widths, and permit requirements.

3 DESIGNATED ROUTE

The approved route is shown on the route maps attached to this permit and further designated as follows:

The transmission line exits the existing Mayhew Lake Substation, heads west along County Road 29 for one-half mile and south-southwest for three-tenths of a mile cross-country to U.S. Highway 10. The route proceeds south along the east side of U.S. Highway 10 for two and nine-tenths miles, turns east for three tenths of a mile following County Ditch 3 to the existing Granite City Substation. A second segment of new transmission line will connect to existing Line 5509 at 14th Avenue NE and head south-southeast following County Ditch 3 and existing transmission lines in the area for approximately seven-tenths of a mile to existing Transmission Structure 39.

3.1 Route Width and Alignment

As depicted in the route maps attached to this permit, the designated route will be limited to 400 feet in width for the entire length of the transmission line route, as follows: 200 feet on each side of the proposed alignment from the Mayhew Lake Substation west to its intersection with U.S. Highway 10; a 400 foot route width left-aligned with the eastern edge of the northbound lanes of U.S. Highway 10; 200 feet on either side of the proposed alignment from U.S. Highway 10 heading east along County Ditch 3 to the Granite City Substation; 200 feet on either side of the proposed alignment for the new segment extending Line 5509 at approximately 14th Avenue NE to Structure 39. A 200 foot route width extending from the existing Xcel Energy-owned Mayhew Lake and Granite City substations and 1.4 acres of additional route width located north of the Granite City substation also are authorized. These widths will provide the permittee with flexibility for minor adjustments of the specific alignment or right-of-way to accommodate landowner requests and unforeseen conditions. The final alignment (i.e., permanent and maintained rights-of-way) will be located within this designated route unless otherwise authorized below.

Consequently, this permit anticipates that the actual right-of-way will generally conform to this alignment unless changes are requested by individual landowners, unforeseen conditions are encountered, or are otherwise provided for by this permit. Any alignment modifications within this designated route shall be located so as to have comparable overall impacts relative to the factors in Minnesota Rule 7850.4100 as does the alignment identified in this permit, and shall be specifically identified and documented in and approved as part of the Plan and Profile submitted pursuant to Section 4.1 of this permit.

Route width variations outside the designated route may be allowed for the permittee to overcome potential site specific constraints. These constraints may arise from any of the following:

1) Unforeseen circumstances encountered during the detailed engineering and design process.

2) Federal or state agency requirements.

3) Existing infrastructure within the transmission line route, including but not limited to roadways, railroads, natural gas and liquid pipelines, high voltage electric transmission lines, or sewer and water lines.

4) Planned infrastructure improvements identified by state agencies and local government units (LGUs) and made part of the evidentiary record during the contested case proceeding for this permit.

Any alignment modifications arising from these site specific constraints that would result in right-of-way placement outside the designated route shall be located so as to have comparable overall impacts relative to the factors in Minnesota Rule 7850.4100 as does the alignment identified in this permit and shall also be specifically identified and documented in and approved as part of the plan and profile submitted pursuant to Section 4.1 of this permit.

3.2 Right-of-Way Placement

Where the transmission line route parallels existing highway and other road rights-of-way, the transmission line right-of-way shall occupy and utilize the existing right-of-way to the maximum extent possible, consistent with the criteria in Minnesota Rule 7850.4100, the other requirements of this permit, and for highways under the jurisdiction of the Minnesota Department of Transportation (Mn/DOT), Mn/DOT rules, policies, and procedures for accommodating utilities in trunk highway rights-of-way.

3.3 Right-of-Way Width

The 115 kV transmission line will be built primarily with single pole structures, which will require a 75-foot right-of-way. Where the transmission line will be underbuilt with 2.7 miles of existing distribution line along U.S. Highway 10, the project shall be designed to fit within the existing distribution line easements, thereby reducing the amount of new right-of-way that would be required.

4 GENERAL CONDITIONS

The permittee shall comply with the following general conditions during construction of the transmission line and associated facilities and the life of this permit.

4.1 Plan and Profile

At least 30 calendar days before right-of-way preparation for construction begins on any segment or portion of the project, the permittee shall provide the Commission with a plan and profile of the right-of-way and the specifications and drawings for right-of-way preparation, construction, transmission structure specifications and locations, and restoration for the transmission line. The documentation shall include maps depicting the plan and profile including the right-of-way, alignment, and structures in relation to the route and alignment approved per the permit.

The permittee may not commence construction until the 30 days has expired or until the Commission has advised the permittee in writing that it has completed its review of the documents and determined that the planned construction is consistent with this permit. If the permittee intends to make any significant changes in its plan and profile or the specifications and drawings after submission to the Commission, the permittee shall notify the Commission at least five days before implementing the changes. No changes shall be made that would be in violation of any of the terms of this permit.

4.2 Construction Practices

The permittee shall follow those specific construction practices and material specifications described in the Xcel Energy application to the Commission for a route permit, dated March 11, 2011, and as described in the environmental assessment and Findings of Fact, unless this permit establishes a different requirement, in which case this permit shall prevail.

4.2.1 Field Representative

At least 10 days prior to commencing construction, the permittee shall advise the Commission in writing of the person or persons designated to be the field representative for the permittee with the responsibility to oversee compliance with the conditions of this permit during construction.

The field representative's address, phone number, email, and emergency phone number shall be provided to the Commission and shall be made available to affected landowners, residents, public officials and other interested persons. The permittee may change the field representative at any time upon written notice to the Commission.

4.2.2 Local Governments

During construction, the permitee shall minimize any disruption to public services or public utilities. To the extent disruptions to public services occur, these would be temporary and the permitee will work to restore service promptly.

Where any impacts to utilities have the potential to occur, permitee will work with both landowners and local agencies to determine the most appropriate transmission structure placement.

The permittee shall cooperate with county and city road authorities to develop appropriate signage and traffic management during construction.

4.2.3 Cleanup

All waste and scrap that is the product of construction shall be removed from the area and properly disposed of upon completion of each task. Personal litter, including bottles, cans, and paper from construction activities shall be removed on a daily basis.

4.2.4 Noise

Construction and routine maintenance activities shall be limited to daytime working hours, as defined in Minnesota Rule 7030.0200, to ensure nighttime noise level standards will not be exceeded.

4.2.5 Vegetation Removal in the Right-of-Way

The permittee shall minimize the number of trees to be removed in selecting the right-of-way specifically preserving to the maximum extent practicable windbreaks, shelterbelts, living snow fences and vegetation in areas such as trail crossings, where vegetative screening may minimize aesthetic impacts, to the extent that such actions do not violate sound engineering principles or system reliability criteria.

Tall tree species located within the transmission line right-of-way that endanger the safe and reliable operation of the transmission facility will be removed.

In many cases certain low and slow growing species that do not exceed a mature height of 15 feet can be planted in the right-of-way to blend the difference between the right-of-way and adjacent wooded areas, to the extent that the low growing vegetation that will not pose a threat to the transmission facility or impede construction.

Vegetation management in infrequently mowed areas, such as in ditches, along utility access roads, and under power lines, shall be done mechanically (chemicals shall not be used). Work in these areas shall occur fall through spring (after October 1st and before June 1st).

4.2.6 Aesthetics

The permittee shall consider input pertaining to visual impacts from landowners or land management agencies prior to final location of structures, rights-of-way, and other areas with the potential for visual disturbance. Care shall be used to preserve the natural landscape, minimize tree removal and prevent any unnecessary destruction of the natural surroundings in the vicinity of the project during construction and maintenance. Structures shall be placed at the maximum feasible distance, consistent with sound engineering principles and system reliability criteria, from intersecting roads, highway, or trail crossings and could cross roads to minimize or avoid impacts.

4.2.7 Erosion Control

The permittee shall follow standard erosion control measures outlined in Minnesota Pollution Control Agency (MPCA) guidance and best management practices regarding sediment control practice during construction include protecting storm drain inlets, use of silt fences, protecting exposed soil, immediately stabilizing restored soil, controlling temporary soil stockpiles, and controlling vehicle tracking.

The permittee shall implement reasonable measures to minimize runoff during construction and shall promptly plant or seed, erect sediment control fences (e.g. biorolls, sandbags, and silt fences), apply mulch (e.g. hay or straw) on exposed soils, and/or use erosion control blankets and turf reinforcement mats to provide structural stability to bare surfaces and slopes.

When utilizing seed to establish temporary and permanent vegetative cover on exposed soil, the permittee shall consult with (Mn/DOT) and Minnesota Department of Natural Resources (DNR) to select specific site characteristic seed certified to be free of noxious weeds.

Contours shall be graded as required so that all surfaces drain naturally, blend with the natural terrain, and are left in a condition that will facilitate re-vegetation, provide for proper drainage, and prevent erosion. All areas disturbed during construction of the facilities shall be returned to their pre-construction condition.

Where larger areas of one acre or more (substation site) are disturbed or other areas designated by the MPCA, the permittee shall prepare the required Stormwater Pollution Prevention Plan (SWPPP) and obtain a National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS) construction stormwater permit from the MPCA.

4.2.8 Wetlands and Water Resources

Structures shall be located to span watercourses, wetlands, and floodplains to the extent practicable and consistent with sound engineering principles. Minimal grading of areas around pole locations may be required to accommodate construction vehicles and equipment.

The permittee shall endeavor to access wetlands and riparian areas using the shortest route possible in order to minimize travel through wetland areas and prevent unnecessary impacts wherever possible.

Construction in wetlands and riparian areas shall be scheduled during frozen ground conditions, when practicable. When construction during winter is not possible, construction mats (wooden mats or a composite mat system) shall be used to protect wetland vegetation. All-terrain construction vehicles designed to minimize soil impact in damp areas may also be used.

No staging or stringing set up areas shall be placed within or adjacent to wetlands or water resources, as practicable. The structures shall be assembled on upland areas before they are brought to the site for installation.

Soil excavated from the wetlands and riparian areas shall be contained and not placed back into the wetland or riparian area. The permittee shall also utilize erosion control methods identified in Section 4.2.7 (Erosion Control), as warranted. Areas disturbed by construction activities shall be restored to pre-construction conditions (soil horizons, contours, vegetation, etc.).

4.2.9 Temporary Work Space

The permittee shall limit temporary easements to special construction access needs and additional staging or lay-down areas required outside of the authorized right-of-way. Space shall be selected to limit the removal and impacts to vegetation.

Temporary lay down areas outside of the authorized transmission line right-of-way will be obtained from affected landowners through rental agreements and are not provided for in this permit.

Temporary driveways may be constructed between the roadway and the structures to minimize impact by using the shortest route possible. Construction mats may also be used to minimize impacts on access paths and construction areas.

4.2.10 Restoration

The permittee shall restore the right-of-way, temporary work spaces, access roads, abandoned right-of-way, and other public or private lands affected by construction of the transmission line. Practices to restore areas impacted by construction and maintenance activities are also described in Section 4.2.7 of this permit.

Restoration within the right-of-way must be compatible with the safe operation, maintenance, and inspection of the transmission line.

Within 60 days after completion of all restoration activities, the permittee shall advise the Commission in writing of the completion of such activities. The permittee shall compensate landowners for any yard/landscape, crop, soil compaction, drain tile, or other damages that may occur during construction.

4.2.11 Notice of Permit

The permittee shall inform all employees, contractors, and other persons involved in the transmission line construction of the terms and conditions of this permit.

4.3 Periodic Status Reports

The permittee shall report to the Commission on progress regarding finalization of the route, design of structures, and construction of the transmission line. The permittee need not report more frequently than weekly. At the request of the Commission, the permittee shall report to the Commission on progress regarding finalization of the route and design of structures.

4.4 Complaint Procedures

Prior to the start of construction, the permittee shall submit to the Commission the procedures that will be used to receive and respond to complaints. The procedures shall be in accordance with the requirements set forth in the complaint procedures attached to this permit.

4.5 Notification to Landowners

The permittee shall provide all affected landowners with a copy of this permit and the complaints procedures at the time of the first contact with the landowners after issuance of this permit. At the time of first contact, the permittee shall also provide all affected landowners with a copy of the *Landowner Guide to Easements* publication provided by the Department of Commerce.

The permittee shall contact landowners prior to entering the property or conducting maintenance along the route. The permittee shall avoid construction and maintenance practices, particularly the use of fertilizer, herbicides or other pesticides, that are inconsistent with the landowner's or tenant's use of the land (See also, Section 4.2.5).

The permittee shall work with landowners to locate the high-voltage transmission lines to minimize the loss of agricultural land, forest, and wetlands, and to avoid homes and farmsteads.

4.6 Completion of Construction

4.6.1 Notification to Commission

At least three days before the line is to be placed into service, the permittee shall notify the Commission of the date on which the line will be placed into service and the date on which construction was complete.

4.6.2 As-Builts

Within 60 days after completion of construction, the permittee shall submit copies of all the final as-built plans and specifications developed during the project.

4.6.3 GPS Data

Within 60 days after completion of construction, the permittee shall submit to the Commission, in the format requested by the Commission, geo-spatial information (ArcGIS compatible map files, GPS coordinates, associated database of characteristics, etc.) for all structures associated with the transmission lines, each switch, and each substation connected.

4.7 Electrical Performance Standards.

4.7.1 Grounding

The permittee shall design, construct, and operate the transmission line in a manner that the maximum induced steady-state short-circuit current shall be limited to five milliamperes (mA), root mean square (rms) alternating current between the ground and any non-stationary object within the right-of-way, including but not limited to large motor vehicles and agricultural equipment. All fixed metallic objects on or off the right-of-way, except electric fences that parallel or cross the right-of-way, shall be grounded to the extent necessary to limit the induced short-circuit current between ground and the object so as not to exceed one mA rms under steady state conditions of the transmission line and to comply with the ground fault conditions specified in the NESC. The permittee shall address and rectify any induced current problems that arise during transmission line operation.

4.7.2 Electric Field

The transmission line shall be designed, constructed, and operated in such a manner that the electric field measured one meter above ground level immediately below the transmission line shall not exceed 8.0 kV/m rms.

4.7.3 Interference with Communication Devices

If interference with radio or television, satellite, wireless internet, GPS-based agriculture navigation systems or other communication devices is caused by the presence or operation of the transmission line, the permittee shall take whatever action is prudently feasible to restore or provide reception equivalent to reception levels in the immediate area just prior to the construction of the line.

4.8 Other Requirements.

4.8.1 Applicable Codes

The permittee shall comply with applicable requirements of the NESC including clearances to ground, clearance to crossing utilities, clearance to buildings, right-of-way widths, erecting power poles, and stringing of transmission line conductors. The transmission line facility shall also meet the NERC reliability standards.

4.8.2 Other Permits

The permittee shall comply with all applicable state rules and statutes. The permittee shall obtain all required local, state and federal permits for the project and comply with the conditions of these permits. A list of the required permits is included in the route permit application and the environmental assessment. The permittee shall submit a copy of such permits to the Commission upon request.

4.8.3 Pre-emption

Pursuant to Minnesota Statutes 216E.10, subdivisions 1 and 2, this route permit shall be the sole route approval required to be obtained by the permittee and this permit shall supersede and preempt all zoning, building, or land use rules, regulations, or ordinances promulgated by regional, county, local and special purpose government.

4.8.4 Delay in Construction

If the permittee has not commenced construction or improvement of the route within four years after the date of issuance of this permit, the Commission shall consider suspension of the permit in accordance with Minnesota Rule 7850.4700.

5 SPECIAL CONDITIONS

The permittee shall provide a report to the Commission as part of the plan and profile submission that describes the actions taken and mitigative measures developed regarding the project and the following Special Conditions.

5.1 Tauber Property

In the vicinity of the Tauber Property, the permittee shall work with Benton County to place new pole structures within the existing County Road 29 right-of-way as close to the road as is allowable, hang conductors on the road side so that they are further away from the home, and otherwise design structures so that right-of-way width of 75 feet can be reduced along this specific portion of the route, allowing the new pole structures to span the parcel and stay along the County Road 29 roadway.

5.2 Contamination Survey

The permittee, in consultation with the MPCA, shall identify any contaminated sites as it performs its detailed survey and acquisition work prior to the submittal of the final plan and profile to the Commission.

5.3 Archaeological and Historic Resources

The permittee shall consult with the Minnesota State Historic Preservation Office (SHPO) once detailed survey and acquisition work has been performed, and prior to the submittal of the final plan and profile to determine the need and extend of survey work that may be required for the project.

The permittee shall make every effort to avoid impacts to identified archaeological and historic resources when installing the high-voltage transmission line on the approved route. In the event that a resource is encountered, the SHPO should be contacted and consulted; the nature of the resource should be identified; and a determination should be made on the eligibility for listing in the National Register of Historic Places. Where feasible, avoidance of the resource is required.

5.4 Avian Mitigation

The permittee's standard transmission design shall incorporate adequate spacing of conductor(s) and grounding devices in accordance with Avian Power Line Interaction Committee standards to eliminate the risk of electrocution to raptors with larger wingspans that may simultaneously come in contact with a conductor and grounding devices.

The permittee shall site the route to avoid tree and shrub removal at the wooded wet swale north and south of Golden Spike Road at the U.S. Highway 10 interchange, where an important wetland corridor exists; attach kestrel nest boxes to power poles, one every one-half mile, along U.S. Highway 10, particularly between Benton Drive and Golden Spike Road, where American kestrels are known to occur; and in consultation with the DNR, incorporate swan flight diverters every 25 feet along the route staggering them between the lines for trumpeter swans, Canada geese and sandhill cranes, three species identified in areas that are of particular concern.

5.5 Blanding's Turtle

The permittee shall follow measures and recommendations for avoiding and minimizing impacts to Blanding's turtle populations as outlined in the *Minnesota Department of Natural Resources Division of Ecological Resources Environmental Review Fact Sheet Series for Blanding's Turtle* (http://files.dnr.state.mn.us/natural_resources/animals/reptiles_amphibians/turtles/blandings_turtle/factsheet.pdf) . Construction and maintenance personnel shall be made aware of the Blanding's turtle and their habitat during pre-construction meetings.

6 PERMIT AMENDMENT

The permit may be amended at any time by the Commission. Any person may request an amendment of the conditions of this permit by submitting a request to the Commission in writing describing the amendment sought and the reasons for the amendment. The Commission will mail notice of receipt of the request to the permittee. The Commission may amend the conditions after affording the permittee and interested persons such process as is required.

7 TRANSFER OF PERMIT

The permittee may request at any time that the Commission transfer this permit to another person or entity. The permittee shall provide the name and description of the person or entity to whom the permit is requested to be transferred, the reasons for the transfer, a description of the facilities affected, and the proposed effective date of the transfer.

The person to whom the permit is to be transferred shall provide the Commission with such information as the Commission shall require to determine whether the new permittee can comply with the conditions of the permit. The Commission may authorize transfer of the permit after affording the permittee, the new permittee, and interested persons such process as is required.

8 REVOCATION OR SUSPENSION OF THE PERMIT

The Commission may initiate action to revoke or suspend this permit at any time. The Commission shall act in accordance with the requirements of Minnesota Rule 7850.5100 to revoke or suspend the permit.

EASEMENT

EASEMENT NO #: CO-CE-003

KNOW ALL PERSONS BY THESE PRESENTS, that City of Ramsey, a municipal corporation under the laws of the State of Minnesota "Grantor", whether one or more, whose post office address is: 7550 Sunwood Dr. NW, Ramsey, MN 55303, in consideration of one dollar and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, does hereby grant unto Great River Energy, a Minnesota cooperative corporation, ("Grantee"), its post office address being 12300 Elm Creek Blvd, Maple Grove, MN 55369-4718, and to its successors and assigns, the right to enter upon the following described real property (the "easement area") in Anoka County, Minnesota situated in:

Section 35, Township 32N, Range 25W.

more particularly described on attached **Exhibits A and B**

for the following purposes:

To construct, reconstruct, relocate, operate, repair and maintain on the easement area, and in or upon all streets, roads or highways abutting said lands, an electric transmission line or system, consisting of single pole structures and appurtenances, and telecommunications facilities, including fiber optic cable.

To permit or otherwise agree to the joint use or occupancy of the transmission line or system and the easement area by any other person(s) or entity(ies) for the construction, reconstruction, relocation, operation, maintenance and repair of aboveground or underground facilities for the transmission or distribution of electric energy and telecommunications, including fiber optic cable.

Together with the right of reasonable ingress to and egress from the easement area over and across the lands adjoining the easement, the right to occupy and use that part of the lands adjoining the easement area necessary for the performance of the construction, reconstruction, maintenance, relocation and repair of the electric transmission or distribution line or system or communication facilities, the right from time to time to cut down, trim, or, in any manner, eliminate all trees, shrubbery or brush located within the easement area and the right to cut down from time to time all other dead, weak, leaning or dangerous trees located on lands adjoining said easement area that are tall enough to come within 5 feet of striking any part of said transmission line or system in falling. Election by Grantee to not exercise all or any part of its rights at any time shall not constitute forfeiture of any such rights.

Grantor reserves the right to cultivate, use and occupy said easement area, except, that without the prior written approval of Grantee, Grantor shall not erect thereon any structures or other objects or improvements, permanent or temporary, except fences, streets, roads, and underground improvements, such as utilities. Grantor further agrees not to perform any act which will interfere with or endanger said transmission line.

Grantee agrees to pay Grantor for this easement prior to the construction of said line or system on the easement area.

Further, Grantee agrees to pay a reasonable sum for any damage caused to crops, fences, roads, fields, lawns or other improvements by the construction, reconstruction, relocation, operation, maintenance, or repair of said line, system, or communication facilities.

All facilities installed and placed by Grantee or its permittee(s) on said lands shall remain the property of Grantee or its permittee(s), removable at the option of Grantee or its permittee(s).

This Easement has been duly executed by Grantor on this _____ day of _____, 2013.

GRANTOR

By: _____

Its: _____

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by

_____ of
(NAME/TITLE)

City of Ramsey, a municipal corporation under the laws of the State of Minnesota.
(Name of Corporation Acknowledging) *(State of Incorporation)*

_____ (Notary)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by

_____ of
(NAME/TITLE)

City of Ramsey, a municipal corporation under the laws of the State of Minnesota.
(Name of Corporation Acknowledging) *(State of Incorporation)*

_____ (Notary)

Drafted By: Great River Energy
Land Rights Department
12300 Elm Creek Blvd
Maple Grove, MN 55369
(763) 445-5000
(To be returned to same after recording.)

EXHIBIT A

Easement No. CO-CE-003

GRANTOR'S PROPERTY

Outlot E, Business Park 95 Second Addition, Anoka County, Minnesota.

EASEMENT PREMISES

All that part of the above described "Grantor's Property" lying within Thirty-five (35) feet on each side of the following described centerline:

Commencing at the southwest corner of the Northeast Quarter of Section 35, Township 32 North, Range 25 West; thence North 89 degrees 44 minutes 25 seconds East, on an assumed bearing, along the south line of said Northeast Quarter a distance of 242.1 feet to the point of beginning of the centerline to be described; thence North 00 degrees 00 minutes 54 seconds East 49.7 feet; thence North 89 degrees 50 minutes 38 seconds West a distance of 406.6 feet to a point being designated as Point A; thence North 00 degrees 31 minutes 20 seconds East 2034.5 feet; thence South 88 degrees 13 minutes 30 seconds East 811.7 feet; thence South 83 degrees 12 minutes 39 seconds East 405.9 feet; thence South 88 degrees 45 minutes 47 seconds East a distance of 252.6 feet to a point of ending on the east line of the Northwest Quarter of the Northeast Quarter of said Section 35, 644.5 feet southerly of the northeast corner, as measured along said east line.

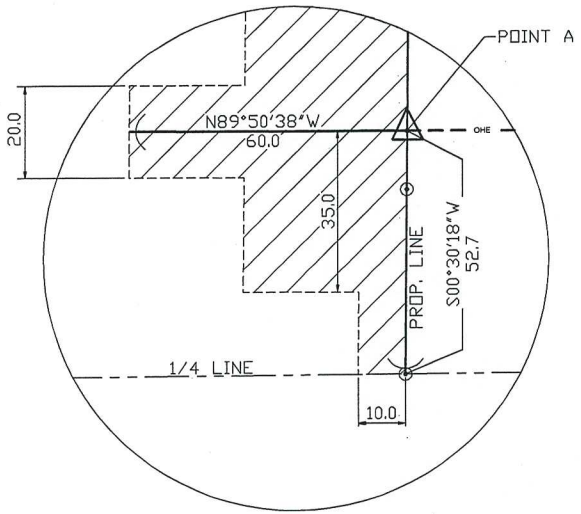
TOGETHER WITH
For anchor purposes a 20 foot wide strip of land, the centerline of which being described as follows:
1. From Point A; thence South 00 degrees 30 minutes 18 seconds West 52.7 feet and said centerline there terminating.
2. From Point A; thence North 89 degrees 50 minutes 38 seconds West 60.0 feet and said centerline there terminating.

The sidelines of said "Easement Premises" shall be shortened or extended to meet at angle points and so as to begin and terminate at the property lines.

The above described easement contains 030 acres, more or less.

Subject to mining and mineral reservations of record.
Subject to easements, restrictions and reservations of record.

All in Anoka County, Minnesota.



DETAIL-NO SCALE

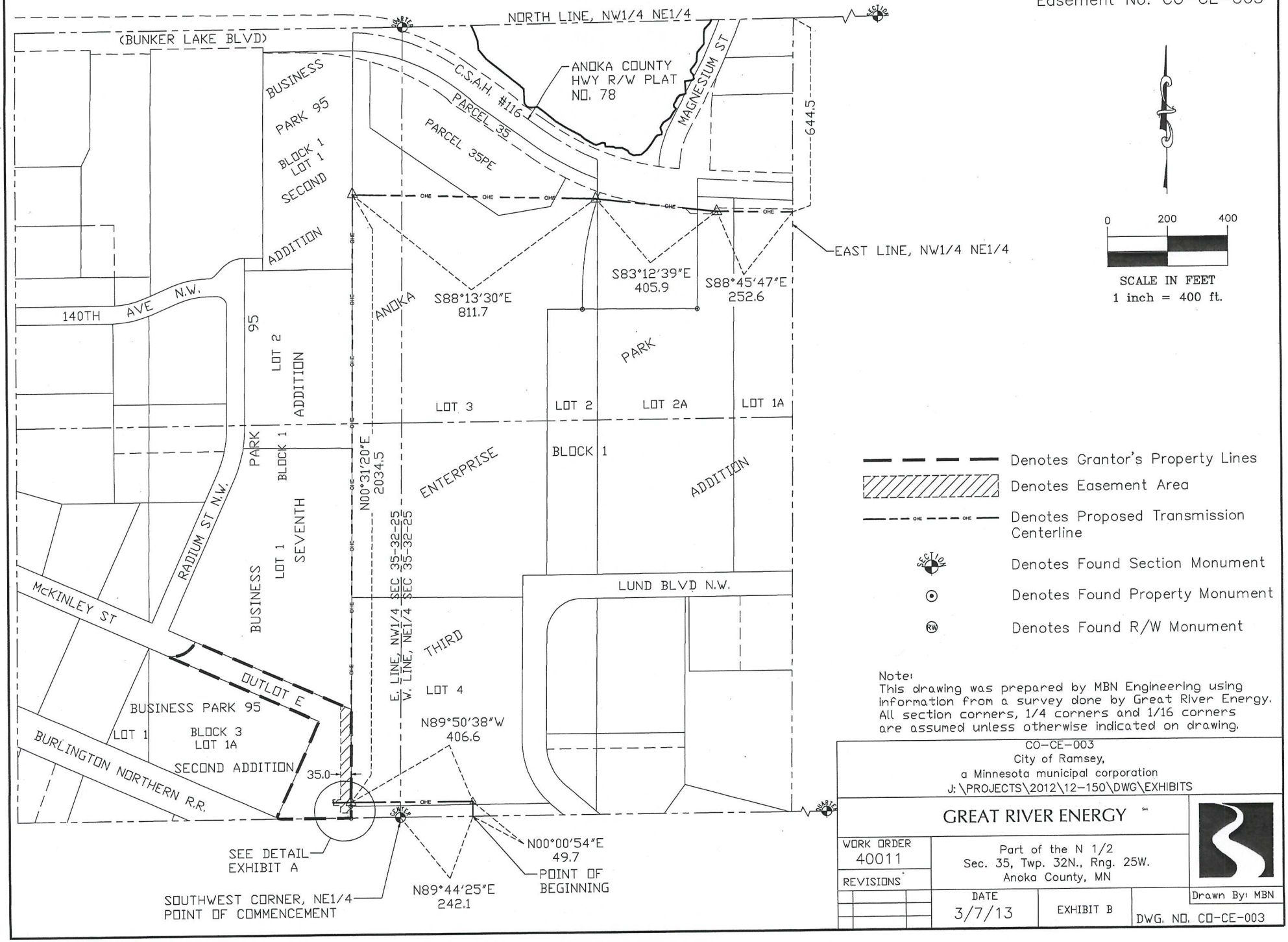
CO-CE-003
City of Ramsey,
a Minnesota municipal corporation
J:\PROJECTS\2012\12-150\DWG\EXHIBITS

GREAT RIVER ENERGY ℠

WORK ORDER	Part of the N 1/2 Sec. 35, Twp. 32N., Rng. 25W. Anoka County, MN	
40011		
REVISIONS	DATE	Drawn By: MBN
	3/7/13 EXHIBIT A	DWG. NO. CO-CE-003

EXHIBIT B

Easement No. CO-CE-003



Note:
This drawing was prepared by MBN Engineering using information from a survey done by Great River Energy. All section corners, 1/4 corners and 1/16 corners are assumed unless otherwise indicated on drawing.

CO-CE-003
City of Ramsey,
a Minnesota municipal corporation
J:\PROJECTS\2012\12-150\DWG\EXHIBITS

GREAT RIVER ENERGY

WORK ORDER	Part of the N 1/2 Sec. 35, Twp. 32N., Rng. 25W. Anoka County, MN	
40011		Drawn By: MBN
REVISIONS	DATE 3/7/13	EXHIBIT B
		DWG. NO. CO-CE-003

GREAT RIVER ENERGY®
A Touchstone Energy® Cooperative

STATEMENT OF OFFER

Easement Number: CO-CE-003

Project: Enterprise Park to Crooked Lake

OWNER(S):

City of Ramsey C/O Bill Goodrich, City Attorney

7550 Sunwood Dr. Ramsey MN 55303

OFFER

Great River Energy (GRE) hereby offers all parties who may have an interest in the easement rights described herein the sum of $10,454.[1] Questions that you have regarding this offer and the easement should be directed to the Land Rights Representative delivering the offer.

LEGAL DESCRIPTION

The legal description of the easement, the property it will cross and a parcel sketch are attached as Exhibit A.

APPRAISAL REIMBURSEMENT

Reasonable appraisal expenses are reimbursable pursuant to Minnesota Statutes 117.036, Subdivision 2(b) as follows:

Single family residential	$1,500
Two family residential property	$1,500
Minimum damage acquisition[2]	$1,500
Other types of property	$5,000

Reimbursement documentation required: (i) one copy of appraisal, at least five days before condemnation hearing; (ii) social security number or Federal Tax ID number; and, (iii) evidence of payment (receipt or cancelled check).

_____ Date: 5/6/13
GRE Land Rights Representative

PAYMENT INFORMATION

Authorized Contact Person: _____
Address for Notices and Payments _____
_____
_____

SSN or FED Tax I.D. _____

---

[1] Great River Energy suggests that you consult with your tax accountant to determine what portion of the easement payment should be realized as income in the current and or following year(s). This statement is not intended to offer or imply advice regarding the tax implications for easement payments.

[2] "minimum damage acquisition" means an interest in property that a qualified person with appraisal knowledge indicates can be acquired for a cost of $10,000 or less. Minn. Stat. §117.036, Subd. 2(b).

EASEMENT

EASEMENT NO #: CO-CE-028

KNOW ALL PERSONS BY THESE PRESENTS, that City of Ramsey, a municipal corporation "Grantor", whether one or more, whose post office address is: 7550 Sunwood Dr. NW, Ramsey, MN 55303, in consideration of one dollar and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, does hereby grant unto Great River Energy, a Minnesota cooperative corporation, ("Grantee"), its post office address being 12300 Elm Creek Blvd, Maple Grove, MN 55369-4718, and to its successors and assigns, the right to enter upon the following described real property (the "easement area") in Anoka County, Minnesota situated in:

Section 25, Township 32N, Range 25W.

more particularly described on attached **Exhibits A and B**

for the following purposes:

To construct, reconstruct, relocate, operate, repair and maintain on the easement area, and in or upon all streets, roads or highways abutting said lands, an electric transmission line or system, consisting of single pole structures and appurtenances, and telecommunications facilities, including fiber optic cable.

To permit or otherwise agree to the joint use or occupancy of the transmission line or system and the easement area by any other person(s) or entity(ies) for the construction, reconstruction, relocation, operation, maintenance and repair of aboveground or underground facilities for the transmission or distribution of electric energy and telecommunications, including fiber optic cable.

Together with the right of reasonable ingress to and egress from the easement area over and across the lands adjoining the easement, the right to occupy and use that part of the lands adjoining the easement area necessary for the performance of the construction, reconstruction, maintenance, relocation and repair of the electric transmission or distribution line or system or communication facilities, the right from time to time to cut down, trim, or, in any manner, eliminate all trees, shrubbery or brush located within the easement area and the right to cut down from time to time all other dead, weak, leaning or dangerous trees located on lands adjoining said easement area that are tall enough to come within 5 feet of striking any part of said transmission line or system in falling. Election by Grantee to not exercise all or any part of its rights at any time shall not constitute forfeiture of any such rights.

Grantor reserves the right to cultivate, use and occupy said easement area, except, that without the prior written approval of Grantee, Grantor shall not erect thereon any structures or other objects or improvements, permanent or temporary, except fences, streets, roads, and underground improvements, such as utilities. Grantor further agrees not to perform any act which will interfere with or endanger said transmission line.

Grantee agrees to pay Grantor for this easement prior to the construction of said line or system on the easement area.

Further, Grantee agrees to pay a reasonable sum for any damage caused to crops, fences, roads, fields, lawns or other improvements by the construction, reconstruction, relocation, operation, maintenance, or repair of said line, system, or communication facilities.

All facilities installed and placed by Grantee or its permittee(s) on said lands shall remain the property of Grantee or its permittee(s), removable at the option of Grantee or its permittee(s).

This Easement has been duly executed by Grantor on this _____ day of _____, 2013.

GRANTOR

By: _____

Its: _____

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by

_____ of
(NAME/TITLE)

City of Ramsey a Municipal Corporation.
(Name of Corporation Acknowledging)

_____ (Notary)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by

_____ of
(NAME/TITLE)

City of Ramsey a Municipal Corporation.
(Name of Corporation Acknowledging)

_____ (Notary)

Drafted By: Great River Energy
Land Rights Department
12300 Elm Creek Blvd
Maple Grove, MN 55369
(763) 445-5000
(To be returned to same after recording.)

EXHIBIT A

Easement No. CO–CE–028

GRANTOR'S PROPERTY

That part of Government Lot 6, Section 36, Township 32 North, Range 25 West, lying westerly of the westerly shoreline of the most westerly backwaters of the Rum River and lying northwesterly of the following described line: Commencing at a point on the centerline of State Highway No. 47 (aka St. Francis Blvd N.W.) 730 feet northwesterly of the South line of said Government Lot 6 as measured along said centerline, said point also being known as Point A for the purpose of this description; thence northeasterly at right angle to said centerline to the North line of said Government Lot 6 and there terminating, and lying easterly of the following described line: Commencing at the above mentioned Point A; thence northeasterly at right angle to said centerline 350 feet to the point of beginning of the line to be described; thence northwesterly, parallel with said centerline to the North line of said Government Lot 6 and there terminating.

AND

That part of Government Lot 3, Section 25, Township 32 North, Range 25 West, described as follows: Commencing at a point on the centerline of St. Francis Blvd, 480 feet northwesterly (as measured along said centerline) from its intersection with the south line of Government Lot 6, Section 36, Township 32 North, Range 25 West; thence northwesterly along said centerline 250 feet; thence northeasterly at right angle from said centerline 350 feet; thence northwesterly along a line hereafter known as Line A, parallel with said centerline 1100 feet to the point of beginning; thence North 67 degrees 21 minutes 17 seconds East to the easterly right of way line of Waco Street; thence easterly along the southerly line of Lot 4, Block 2, Rivers Bend Second Addition to the southeast corner of said lot; thence northerly along the easterly line of said Block 2 to the southerly line of Rivers Bend; thence easterly along said southerly line to the thread of Rum River; thence southerly along thread of said river to the South line of said Government Lot 3; thence westerly along said south line to said Line A; thence northerly along said Line A to the point of beginning.
Together with that part of said Government Lot 3 described as follows: Beginning at said point of beginning; thence South 67 degrees 21 minutes 17 seconds West along Line C to said centerline; thence southeasterly along said centerline to intersection with a line parallel with and 66 feet southeasterly of said Line C; thence northeasterly along said parallel line to said Line A; thence northwesterly along said line A to the point of beginning.

EASEMENT PREMISES

All that part of the above described "Grantor's Property" lying within Thirty–five (35) feet on each side of the following described centerline:

Commencing at the southwest corner of Government Lot 3 of Section 25, Township 32 North, Range 25 West; thence South 89 degrees 18 minutes 45 seconds East, on an assumed bearing, along the south line of said Government Lot 3 a distance of 608.2 feet to a point; thence South 20 degrees 41 minutes 41 seconds East a distance of 511.7 feet to the point of beginning of the centerline to be described; thence North 46 degrees 58 minutes 31 seconds East 532.5 feet; thence North 51 degrees 56 minutes 04 seconds East 299.9 feet; thence North 70 degrees 21 minutes 08 seconds East 319.0 feet; thence North 82 degrees 21 minutes 48 seconds East 276.9 feet; thence South 88 degrees 54 minutes 10 seconds East a distance of 662.1 feet to a point of ending on the east line of said Section 25, Township 32 North, Range 25 West, 225.5 feet northerly of the southeast corner, as measured along said east line.

The sidelines of said "Easement Premises" shall be shortened or extended to meet at angle points and so as to begin and terminate at the property lines.

The above described easement contains 1.77 acres, more or less.

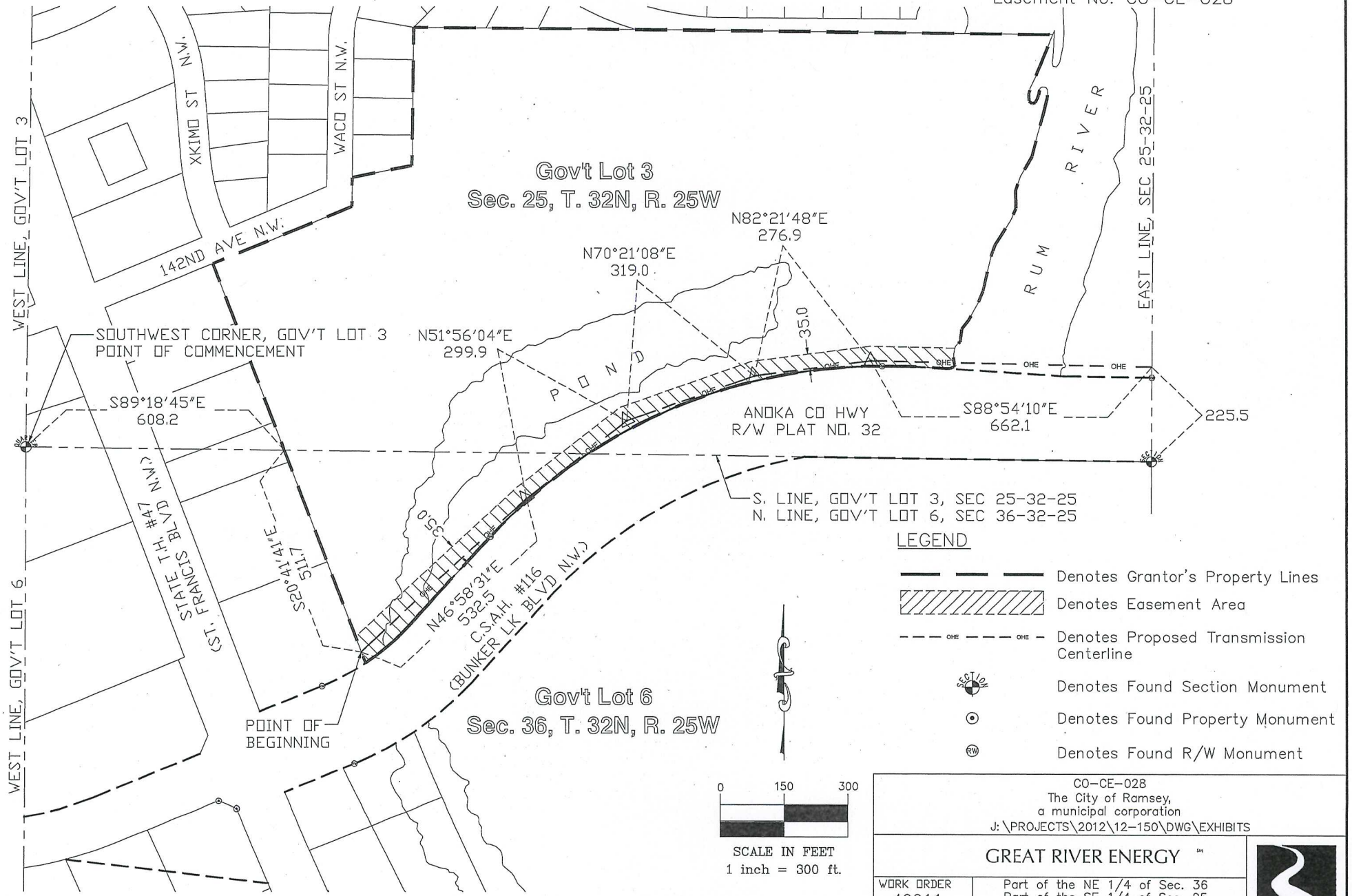
Subject to highway right of way.
Subject to mining and mineral reservations of record.
Subject to easements, restrictions and reservations of record.

All in Anoka County, Minnesota.

CO–CE–028 The City of Ramsey, a municipal corporation J:\PROJECTS\2012\12–150\DWG\EXHIBITS			
GREAT RIVER ENERGY ℠			
WORK ORDER 40011	Part of the NE 1/4 of Sec. 36 Part of the SE 1/4 of Sec. 25 Twp. 32N., Rng. 25W. Anoka County, MN		
REVISIONS			Drawn By: MBN
	DATE 1/10/13	EXHIBIT A	DWG. NO. CO–CE–028

EXHIBIT B

Easement No. CO-CE-028



LEGEND

- Denotes Grantor's Property Lines
- Denotes Easement Area
- OHE — OHE — Denotes Proposed Transmission Centerline
- Denotes Found Section Monument
- Denotes Found Property Monument
- RW Denotes Found R/W Monument

0 150 300

SCALE IN FEET
1 inch = 300 ft.

Note:
This drawing was prepared by MBN Engineering using information from a survey done by Great River Energy. All section corners, 1/4 corners and 1/16 corners are assumed unless otherwise indicated on drawing.

CO-CE-028
The City of Ramsey,
a municipal corporation
J:\PROJECTS\2012\12-150\DWG\EXHIBITS

GREAT RIVER ENERGY SM

WORK ORDER	Part of the NE 1/4 of Sec. 36 Part of the SE 1/4 of Sec. 25 Twp. 32N., Rng. 25W. Anoka County, MN	
40011		
REVISIONS		
	DATE 1/10/13	EXHIBIT B

Drawn By: MBN

DWG. NO. CO-CE-028

GREAT RIVER ENERGY

STATEMENT OF OFFER

Easement Number: CO-CE-028

Project: Enterprise Park to Crooked Lake

OWNER(S):

City of Ramsey C/O Bill Goodrich, City Attorney

7550 Sunwood Dr. Ramsey MN 55303

OFFER

Great River Energy (GRE) hereby offers all parties who may have an interest in the easement rights described herein the sum of $38,551.[1] Questions that you have regarding this offer and the easement should be directed to the Land Rights Representative delivering the offer.

LEGAL DESCRIPTION

The legal description of the easement, the property it will cross and a parcel sketch are attached as Exhibit A.

APPRAISAL REIMBURSEMENT

Reasonable appraisal expenses are reimbursable pursuant to Minnesota Statutes 117.036, Subdivision 2(b) as follows:

Single family residential	$1,500
Two family residential property	$1,500
Minimum damage acquisition[2]	$1,500
Other types of property	$5,000

Reimbursement documentation required: (i) one copy of appraisal, at least five days before condemnation hearing; (ii) social security number or Federal Tax ID number; and, (iii) evidence of payment (receipt or cancelled check).

_____ Date: 5/16/13
GRE Land Rights Representative

PAYMENT INFORMATION

Authorized Contact Person: _____
Address for Notices and Payments _____
_____
_____

SSN or FED Tax I.D. _____

[1] Great River Energy suggests that you consult with your tax accountant to determine what portion of the easement payment should be realized as income in the current and or following year(s). This statement is not intended to offer or imply advice regarding the tax implications for easement payments.

[2] "minimum damage acquisition" means an interest in property that a qualified person with appraisal knowledge indicates can be acquired for a cost of $10,000 or less. Minn. Stat. §117.036, Subd. 2(b).

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-06-114

RESOLUTION APPROVING THE CONVEYANCE OF UTILITY EASEMENTS TO GREAT RIVER ENERGY ON OUTLOT E, BUSINESS PARK 95 SECOND ADDITION AND GOVERNMENT LOT 3, SECTION 25, TOWNSHIP 32 NORTH, RANGE 25 WEST.

WHEREAS, on August 24. 2012, the Public Utilities Commission approved a Route Permit for Great River Energy to construct a 115 kV Electric Transmission Line through the City of Ramsey; and

WHEREAS, the approved route will result in the construction of improvements on Outlot E, BUSINESS PARK 95 2ND ADDITION (Anoka County PID: 25-32-25-24-0009) ("Parcel 3") and Government Lot 2, Section 25, Township 32N, Range 25W (Anoka County PID: 25-32-25-44-0012) ("Parcel 28").

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 conveyance of a Utility Easement on Parcel 3 for the acquisition price from Great River Energy in the amount of Ten Thousand Four Hundred Fifty Four Dollars and No Cents ($10,454.00).
2) That the Ramsey City Council hereby approves the conveyance of a Utility Easement on Parcel 28 for the acquisition price from Great River Energy in the amount of Ten Thirty Eight Thousand Five Hundred Fifty One Dollars and No Cents ($38,551.00).

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:

None

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 25th day of June 2013.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **7. 6.**

Meeting Date: 06/25/2013

By: Jo Thieling, Administrative Services

Information

Title:

Consider terms for Bury & Carlson's (B&C) request to terminate Lease Agreement.

Background:

The City acquired this 20 acre site for a future public works campus and leased it back to the current tenant. The tenant now wishes to terminate the lease. This issue was considered by the City Council at its February 5, 2013 work session. The direction of the City Council at that time was to direct staff to negotiate with B&C for terms of an early termination and possible use of B&C resources.

Since February 5, staff has met with B&C on several occassions and an agreement has been agreed upon. Tentative terms of the Agreement include the following:

1. Termination of lease effective as of July 1, 2013. A June 30, 11:59 termination of the lease allows notification to the County that lease expired prior to July 1, 2013 allowing the entire property to be tax exempt effective January 1, 2014.
2. The City will retain at no cost to it the bunker blocks along the north and west sides of the property.
3. The City will retain at no cost to it the bottom two rows of bunker blocks along the east side of the property and will purchase 125 bunker blocks on the east side at $30/block in order to have a more effective barrier/fence on that side of the property totaling $3,750.
4. City will purchase from B&C 80 bunker blocks at $30/block in order to level off the North wall totaling $2,400.
5. City will purchase up to 20,000 ton (estimated current inventory) of con-bit (class V) for its road construction purposes at $4.75/ton. Totaling $95,000 to be paid prior to termination date.
6. Per the original purchase agreement, the small scale and the tan scale shack building will remain on the site. The large scale on the site will be removed by B&C. The City will be responsible for removal of the large scale foundation etc. at an approximate $4,000 city cost.
7. Taxes on the property have been fully paid in advance for 2013 and the City has agreed to a partial refund of $6,734.47.

Notification:

Observations/Alternatives:

As part of this lease termination agreement, Bury and Carlson has offered to sell the city 20, 000 tons of Con Bit (recycled concrete/bituminous), which the city could use on future construction projects. The material could be used for base material under roads, trails, parking lots, etc…. Bury and Carlson would leave the material on site for a cost of $4.75/ton ($95,000.00). Staff received quotes from area aggregate suppliers for similar material. The prices quoted ranged from $6.75/ton ($135,000.00) for material located in Ramsey to $13.55/ton ($271,000.00) for material trucked in from a supplier located in Elk River. Material would have to meet MnDot specifications for salvaged/recycled aggregate material listed under Division II section 3138.2 of the MnDot Standard Specifications for Construction.

If the City does not terminate the lease, it would remain in place through August of 2014, and the City would be responsible for taxes for four months of 2014 and 12 months in 2015. B&C has submitted notice to terminate the contract at that time as allowed by the current lease. This option does not allow the property to be declared tax exempt until payable 2016.

Recommendation:

Approve the Lease Termination Agreement as presented.

Funding Source:

Funding for all the additional costs (above) of this transaction ($107,884.47) would come from the Public Improvement Revolving Fund.

Council Action:

Approve Lease Termination Agreement with Bury and Carlson subject to the approval of the City Attorney.

Attachments

buryandcarlsonlease

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/20/2013 05:15 PM
	Form Started By: Jo Thieling	Started On: 06/19/2013
	Final Approval Date: 06/20/2013	

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this "Agreement") is made as of _____, 2013, by and between BURY & CARLSON, INC., a Minnesota corporation ("Tenant") and the CITY OF RAMSEY, a Minnesota municipal corporation ("Landlord").

RECITALS

Tenant, as seller, and Landlord, as buyer, entered into a Purchase Agreement dated March 11, 2008 (the "Purchase Agreement") for the sale and purchase of real property located in Anoka County, Minnesota, described as Lot 1, Block 1, Bury & Carlson Addition, except road and subject to easements of record, together with all easements and rights benefiting or appurtenant to the land and Outlot B, Gateway North Industrial Park (the "Leased Premises").

Tenant and Landlord entered into that certain Lease Agreement dated March 28, 2008 (the "Lease") pertaining to the Leased Premises.

Subject and pursuant to the terms of this Agreement, Tenant and Landlord desire to terminate the Lease and memorialize their agreements regarding the purchase and sale of certain personal property located on the Leased Premises.

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Tenant and Landlord, Tenant and Landlord agree as follows:

1.) Recitals. The foregoing recitals are correct and are incorporated herein.

2.) Definitions. Unless otherwise defined herein or unless the context otherwise requires, capitalized words and terms used in this Agreement shall have the same meaning as in the Lease.

3.) Lease Termination. The term of the Lease shall continue through 11:59 p.m. on June 30, 2013; the Lease shall terminate effective July 1, 2013 (the "Termination Date").

4.) Reconciliation of Rent. On or before the Termination Date, Landlord shall refund to Tenant the sum of $6,734.47 (the "Rent Settlement Amount"). Landlord and Tenant disagree as to the amount of rent/taxes owed by Tenant to Landlord or owed by Landlord to Tenant. In settlement of disputed claims, Landlord and Tenant have agreed to a refund by Landlord to Tenant of the Rent Settlement Amount. Upon payment of the Rent Settlement Amount to Tenant, neither party shall have any obligations or liabilities to the other with respect to rent or tax payments arising out of or in connection with the Lease.

5.) Purchase of Material. Landlord agrees to purchase from Tenant 20,000 tons of the crushed material stockpiled at the Leased Premises at the rate of $4.75 per ton, for a total of $95,000.00. Landlord shall pay said $95,000.00 to Tenant on or before the Termination Date.

6.) Purchase and Transfer Bunker Blocks.

(a) Effective as of the Termination Date, Tenant shall transfer to Landlord the bunker blocks currently located along the westerly side of the Leased Premises and the bottom two rows of the bunker blocks located on the easterly side of the Leased Premises, at no cost to Landlord.

(b) On the Termination Date, Landlord will purchase from Tenant 125 bunker blocks on the easterly side of the Leased Premises for $30.00 per block, totaling $3,750.00.

(c) On the Termination Date, Landlord will purchase from Tenant an additional 80 bunker blocks for $30.00 per block, totaling of $2,400.00.

(d) Landlord shall pay Tenant in full for the bunker blocks described above in this Section 6 on or before the Termination Date.

7.) Building and Small Scale. In accordance with Section 7.1(d) of the Lease, Landlord and Tenant acknowledge that the small in-ground scale, a tan scale shack building and the bunker blocks along the north side of the Leased Premises are the property of Landlord.

8.) AS-IS Condition. The stockpiled material and other personal property to be purchased, sold or otherwise transferred to Landlord shall be accepted in "as-is," "with all faults" condition, with no representations or warranties of any kind by Tenant.

9.) Condition of Leased Premises. Landlord acknowledges and agrees that (i) the Leased Premises are in acceptable condition, (ii) except as expressly stated below in this Section 9, Tenant shall not be obligated to make any repair, restoration or modification of the Leased Premises, and (iii) Tenant is in compliance with all applicable terms and provisions of the Lease and Tenant is not in default thereunder. Landlord waives any right to require Tenant to remove any alterations, additions or improvements to the Leased Premises. Without limiting the generality of the foregoing, Tenant shall not be obligated to remove the foundation, ramps, concrete wall or other improvements for the large scale on the Leased Premises; provided, however, Landlord and Tenant may separately agree to arrangements by which Tenant would remove said foundation and related improvements. Tenant shall retain and remove Tenant's machinery, trade fixtures and other personal property, with the exception of the 20,000 tons of stockpiled material and other items expressly stated above in this Agreement to be sold or otherwise conveyed by Tenant to Landlord. Tenant shall be allowed a reasonable period of time after the Termination Date to remove Tenant's property from the Leased Premises, which process may also include crushing certain materials currently on site that have not yet been crushed. Subject to force majeure and other events beyond Tenant's reasonable control, said period shall not extend beyond September 1, 2013.

10.) Relocation Escrow. Nothing in this Agreement shall modify or otherwise affect Landlord's obligation to pay to Tenant the undisbursed amount of the Relocation Escrow,

together with interest thereon, in accordance with the terms of the Purchase Agreement. Notwithstanding the foregoing, Tenant's Removal Obligation (as defined in Section 2(c)(5) of the Purchase Agreement) shall not include the property that Tenant is selling or otherwise conveying to Landlord pursuant to this Agreement or any separate agreement between Landlord and Tenant.

11.) Miscellaneous. The headings used herein are for convenience only and are not to be used in interpreting this Agreement. This Agreement shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Agreement may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable. This Agreement is the entire agreement between the parties regarding the subject matter hereof; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one agreement.

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

LANDLORD:
CITY OF RAMSEY

By:_____

Its: Mayor

By:_____

Its: City Administrator

TENANT:
BURY & CARLSON, INC.

By:_____

Its: _____

1461066.2

CC Regular Session **7. 7.**

Meeting Date: 06/25/2013

By: Diana Lund, Finance

Information

Title:

Approve Temporary Lease Amendment with Independent Auto Care In Regard to Lease Rent **- Moved from Consent Agenda 4.10 to Regular Case 7.7**

Background:

The City of Ramsey entered into a Lease Agreement with Independent Auto Service, Inc. for use of the cold storage area at 6745 Highwy 10 in November 2012. The term of the contract is for a period of 29 months and is known as a step lease with an expiration date of April 2015. A step lease means that the monthly rent increases over time.

Independent Auto is currently under the last step of the lease in regard to monthly rent. The step went from $650.00 to $1,612.00, effective May 1, 2013.

Demand for cold storage is low in the summer. Mr Berg, owner of of Independent Auto is currently experiencing the low demand. Thus, the $1,612 is unobtainable for Mr. Berg and he has asked for an extension of the $650.00 rent step for a period of six months (May - October, 2013). Mr. Berg is currently working on negotiating with a car dealership for car storage in the current site and possibly 6701 Highway 10, but the storage would not be needed until November.

As the requested extension covers May - October 2013, Mr. Berg is currently delinquent for May and June rent.

Notification:

Mr. Berg contacted our property manager, Marty Fisher of Premier with the extension request.

Observations:

The city has the following options in regards to whether to grant the six month rent extension of $650.00 instead of the contracted amount of $1,612.00

1. Don't Grant Extension:
   - The lessee will significantly default and the city will need to weigh legal options - costs involved
   - No rental income - City has already paid the 2013 taxes which rent is to help cover
   - Rental market - Who else and how quickly would someone else be able to rent due to slow economy?

2. Grant Extension:
   - Rental Income continues to come in - pay property taxes
   - Possibility of additional leased space in November

Recommendation:

City's property manager recommends that the city accept the $650.00 monthly rent for six months with the understanding that the rent will be reviewed in November based on current market conditions and the possibliity of a car storage contract.

Funding Source:

This is a Right-of-way Loan Acquisition Fund (RALF)acquired project area. Rents used for authorized RALF expenditures.

Council Action:

Motion to approve the recommendation of the City's property manager to accept the sixth month rental extension for period of May 2013 to October 2013 in the amount of $650.00.

Attachments

Original Lease Agreement - 6745 Hwy 10 Cold Storage

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/19/2013 03:31 PM

Form Started By: Diana Lund Started On: 06/19/2013 10:13 AM

Final Approval Date: 06/19/2013

[redacted]

COPY

LEASE AGREEMENT
(Storage Building)

THIS LEASE AGREEMENT, dated this 29 day of November, 2012, (this "Lease") by and between the CITY OF RAMSEY, 7550 Sunwood Drive NW, Ramsey, MN 55303, a Minnesota municipal corporation ("Landlord") and INDEPENDENT AUTO SERVICE, INC., a Minnesota corporation, 18140 Zane Street NW, Elk River, Minnesota 55330, a Minnesota Limited Liability Company (hereinafter referred to as "Tenant").

DEFINITION:

PROPERTY. The leased property is approximately 11,200 square feet of a building located on that real property legally described as Lot 2, Block 2, DEAL INDUSTRIAL PARK, Anoka County, Minnesota, and is commonly known as 6745 Highway 10 NW, Ramsey, Minnesota (the "Site"). The leased property consists generally of the cold storage portion of the building located on the Site (the "Property"). The Property includes the common parking as shown on attached Exhibit B and all of the area within the fenced in area of the Site.

RECITALS:

1. TERM:

a. **Lease Term.** For and in consideration of the rents, additional rents, terms, provisions and covenants herein contained, Landlord hereby lets, leases and demises to Tenant the Property for the term of twenty-nine (29) months commencing on the first day of December, 2012, or thirty days after Landlord tenders possession to Tenant, whichever is later (sometimes called "the Commencement Date") and expiring on the 30th day of April, 2015 (sometimes called "Expiration Date"), unless sooner terminated as hereinafter provided

b. **Option to Renew.** Tenant shall notify Landlord, in writing, at least sixty (60) days before the Expiration Date of Tenant's intent to renew the Lease Term for an additional thirty-six (36) months ("Option Period"). Monthly rent in the Option Period shall be negotiated between the parties except that the monthly rent shall not exceed a three percent (3.0%) increase from the monthly rent in the last year of the initial lease term.

c. **Landlord's Notice to Quit.** Notwithstanding the Lease Term or the Option to Renew, in the event Landlord determines, in its sole discretion, that the Property or any part thereof is required for the improvement of U.S. Highway 10, upon giving one year's prior written notification to Tenant, the Landlord may terminate this Lease. Landlord is not obligated to provide this one year notice to quit in the event of any default by Tenant of the terms of this Lease.

2. BASE RENT:

Tenant shall pay Landlord, a total rent payment in advance without offset, deduction or demand, in equal monthly installments commencing on the Commencement Date and continuing on the first day of each and every month thereafter for the next succeeding 24 months, during the balance of the term based on the following schedule:

Period	Rent
December 1, 2012 – January 31, 2013	$100.00/month
February 1, 2013 – March 31, 2013	$350.00/month
April 1, 2013 – April 30, 2013	$650.00/month
May 1, 2013 – November 30, 2015	$1,612.00/month

If the Commencement Date is later than December 1, 2012, the schedule shall adjust accordingly.

3. ADDITIONAL RENT:

a. **Real Estate Property Taxes.** Payment of property taxes shall be the sole responsibility of the Landlord EXCEPT that the Tenant shall be responsible to pay the City of Ramsey's quarterly Stormwater Management fee.

b. Property **Operating Expenses.** Tenant shall pay its Proportionate Share of the annual aggregate Operating Expense incurred by Landlord in the operation, maintenance and repair of the Building and Property. The term "Operating Expenses" shall include but not be limited to maintenance, repair, operation of utilities and lighting, mechanical rooms, and roof, parking and landscaped areas, signs, snow removal, non-structural repair and maintenance of the exterior of the Building, insurance premiums, wages and fringe benefits of personnel employed for such work, costs of equipment purchased and used for such purposes.

The payment of the sums set forth in this paragraph 3. shall be in addition to the Base Rent payable pursuant to paragraph 2. of this Lease. All sums due hereunder shall be due and payable within thirty (30) days of delivery of written certification by Landlord setting forth the computation of the amount due from tenant. In the event the lease term shall begin or expire at any time during the calendar year, Tenant shall be responsible for its pro-rata share of Additional Rent under subdivisions a. and b. during the Lease and/or occupancy time.

Prior to commencement of this Lease, and prior to the commencement of each calendar year thereafter commencing during the term of this Lease or any renewal or extension thereof, Landlord may estimate for each calendar year (i) the Operating Expenses for such calendar year; and (ii) the computation of the annual and monthly rental payable during such calendar year as a result of increases or decreases of Operating Expenses. Said estimate will be in writing and will be delivered or mailed to Tenant.

The amount of Operating Expenses for each calendar year, so estimated, shall be payable as Additional Rent by Tenant, without offset, deduction or demand, in equal monthly installments, in advance, on the first day of each month during such calendar year at the option of Landlord. In the event that such estimate is delivered to Tenant before the first day of November of such calendar year, said amount, so estimated, shall be payable as additional rent in equal monthly installments, in advance, on the first day of each month during such calendar year. In the event that such estimate is delivered to Tenant after the first day of November of such calendar year, said amount, so estimated, shall be payable as additional rent in equal monthly installments, in advance, on the first day of each month over the balance of such calendar year, with the number

of installments being equal to the number of full calendar months remaining in such calendar year.

Upon completion of each calendar year during the term of this Lease or any renewal or extensions thereof, Landlord shall cause its accountants to determine the actual amount of the Operating Expenses payable in such calendar year and deliver a written certification of the amounts thereof to Tenant. If Tenant has underpaid the Operating Expenses for such calendar year, Tenant shall pay the balance of same within thirty (30) days after receipt of such statement. If Tenant has overpaid the Operating Expenses for such calendar year, Landlord shall either (i) refund such excess, or (ii) credit such excess against the most current monthly installment or installments due Landlord for its estimate of Tenant's share of Operating Expenses for the next following calendar year. A pro-rata adjustment shall be made for a fractional calendar year occurring during the term of the Lease or any renewal or extension thereof based upon the number of days of the term of the Lease during said calendar year as compared to three hundred sixty-five (365) days and all additional sums payable by Tenant or credits due Tenant as a result of the provision of this paragraph 3 shall be adjusted accordingly.

4. COVENANTS TO PAY RENT:

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

5. UTILITIES:

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

6. CARE AND REPAIR OF PROPERTY:

Tenant shall, at all times throughout the term of this Lease, including renewals and extension, and at its sole expense, keep and maintain the Property in a clean, safe and sanitary condition and in compliance with all applicable laws, codes, ordinances, rules and regulations. Tenant's obligations hereunder shall include but not be limited to the maintenance, and repair, if necessary, of heating, air conditioning fixtures, equipment, and systems, all lighting and plumbing fixtures and equipment, fixtures, motors and machinery, all interior walls, partitions,

doors and windows, including the regular painting thereof, all exterior entrances, windows, doors and docks and the replacement of all broken glass. When used in this provision, the term "repairs" shall include replacements or renewals when necessary and all such repairs made by Tenant shall be equal in quality and class to the original work. The Tenant shall keep and maintain all portions of the Property and the sidewalk and areas adjoining the same in a clean and orderly condition, free of accumulation of dirt, rubbish, snow and ice. The Tenant shall be responsible for all outside maintenance of the Property, including grounds and parking areas.

If Tenant fails, refuses or neglects to maintain or repair the Property as required in this Lease after notice shall have been given Tenant, in accordance with paragraph 32 of this Lease, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay to Landlord all costs plus fifteen percent (15%) of overhead incurred by Landlord in making such repairs upon presentation to Tenant of bill therefore.

Landlord is under no obligation to make any structural or other alterations, decorating, additions or improvement in or to the Property/Building except as herein provided. Except as herein provided, Tenant is taking the Property "AS IS" except as set forth in this Agreement, Landlord shall not be obligated to do any work on or in the Property. Landlord warrants that at the Commencement Date, the Property is in compliance with all applicable laws, codes, ordinances, rules and regulations. Landlord shall be responsible for all structural repairs or replacement of the roof, exterior walls, floor and parking area, including sidewalks and curbing and all mechanical systems. Landlord in its sole discretion shall make the decision on any repairs or replacement of the roof, exterior walls, floor and parking area including sidewalks and curbing and all mechanical systems. In the event Landlord elects not to make a repair necessary for the continued quiet enjoyment of the Property by Tenant, Tenant may terminate this Agreement.

7. SIGNS:

Any sign, lettering, picture, notice or advertisement installed on or in any part of the Property and visible from the exterior of the Building, or visible from the exterior of the Property, must be approved in advance by Landlord, which approval shall not be unreasonably withheld, and installed at Tenant's expense. In the event of a violation of the foregoing by Tenant, Landlord may remove the same without any liability and may charge the expense incurred by such removal to Tenant.

8. ALTERATIONS, INSTALLATION, FIXTURES:

Except as hereinafter provided, Tenant shall not make any alternation, additions, or improvements in or to the Property or add, disturb or in any way change any plumbing or wiring therein without the prior written consent of Landlord, which consent will not be unreasonably withheld. In the event alterations are required by any governmental agency by reason of the use and occupancy of the Property by Tenant, Tenant shall make such alterations at its own cost and expense after first obtaining Landlord's approval of plans and specifications therefore and furnishing such indemnification as Landlord may reasonably require against liens, costs, damages and expenses arising out of such alterations. Alterations or additions by Tenant must be built in compliance with all laws, ordinances and governmental regulations affecting the

Property and Tenant shall warrant to Landlord that all such alterations, additions, or improvements shall be in strict compliance with all relevant laws, ordinances, governmental regulations, and insurance requirements. Construction of such alterations or additions shall commence only upon Tenant obtaining and exhibiting to Landlord the requisite approvals, licenses and permits and indemnification against liens. All alterations, installations, physical additions or improvements to the Property made by Tenant shall at the option of Landlord become the property of Landlord and shall be either removed by Tenant at Tenant's sole cost or surrendered to Landlord upon the termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by Tenant which may be removed by Tenant at the end of the term if this Lease of Tenant is not then in default.

9. POSSESSION:

Except as hereinafter provided Landlord shall deliver possession of the Property to Tenant in the condition required by this Lease on or before the Commencement Date, but delivery of possession prior to or later than such Commencement Date shall not affect the expiration date of this Lease. The rentals herein reserved shall commence on the date that is thirty days after possession of the Property is delivered by Landlord to Tenant. Any occupancy by Tenant prior to the beginning of the term shall in all respects be the same as that of Tenant under this Lease. Landlord shall have no responsibility or liability for loss or damage to fixtures, facilities or equipment installed or left on the Property. If for any reason, Landlord cannot deliver possession of the Property to Tenant by the Commencement Date, in no event shall landlord be subject to any liability for a delay in delivery and such failure shall not affect the validity of this Lease or the obligations of Tenant under, and Tenant's remedies for such delay shall be limited to termination of this Lease in the event that Landlord fails to deliver the Property to Tenant within 30 days of the Commencement Date.

10. SECURITY AND DAMAGE DEPOSIT: $1612.00 per patrick 12/3/12

Tenant contemporaneously with the execution of this Lease, has deposited with Landlord the sum of ~~Three Thousand Five Hundred and 00/100 Dollars ($3,500.00);~~ receipt of which is acknowledged by Landlord, which deposit is to be held by Landlord, as a security and damage deposit for the faithful performance by Tenant during the term hereof or any extension hereof. Prior to the time when Tenant shall be entitled to the return of this security deposit, Landlord may commingle such deposit with Landlord's own funds and to use such security deposit for such purpose as Landlord may determine. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof or any extension hereof, then Landlord, either with or without terminating this Lease may (but shall not be required to) apply such portion of said deposit as may be necessary to compensate or repay Landlord for all losses or damages sustained or to be sustained by Landlord due to such breach on the part of Tenant, including, but not limited to overdue and unpaid rent, any other sum payable by Tenant to Landlord pursuant to the provisions of this Lease, damages or deficiencies in the reletting of the Property, and reasonable attorney's fees incurred by Landlord. Should the entire deposit or any portion thereof, be appropriated and applied by Landlord, in accordance with the provisions of this paragraph, Tenant, upon written demand by landlord, shall remit forthwith to Landlord a sufficient amount of cash to restore said security deposit to the original sum deposited, and Tenant's failure to do

so within thirty (30) days after receipt of such demand shall constitute a breach of this Lease. Said security deposit together with any interest thereon as required by law, shall be returned to Tenant, less any depletion thereof as the result of the provisions of this paragraph, at the term of this Lease or any renewal thereof, or upon the earlier termination of this Lease. Tenant shall have no right to anticipate return of said deposit by withholding any amount required to be paid pursuant to the provision of this Lease or otherwise.

In the event Landlord shall sell the Property, or shall otherwise convey or dispose of its interest in this Lease, Landlord may assign the security deposit or any balance thereof to Landlord's assignee, whereupon Landlord shall be released from all liability for the return or repayment of such security deposit and Tenant shall look solely to the said assignee for the return and repayment of said security deposit. Said security deposit shall not be assigned or encumbered by Tenant without such consent of Landlord, and any assignment or encumbrance without such consent shall not bind Landlord. In the event of any rightful and permitted assignment of this Lease by Tenant, said security deposit shall be deemed to be held by Landlord as a deposit made by the assignee, and Landlord shall have no further liability with respect to the return of said security deposit to Tenant.

11. USE:

The Property shall be used and occupied by Tenant solely for the purposes of cold storage of vehicles. Vehicle sales on the Property shall NOT be permitted. The permitted uses by Tenant shall at all times be in full compliance with all applicable laws, ordinances and governmental regulations affecting the Building and Property. The Property shall not be used in such manner that, in accordance with any requirement of law or of any public authority, Landlord shall be obligated on account of the purpose or manner of said use to make any addition or alteration to or in the Property. The Property shall not be used in any manner which will increase the rates required to be paid for public liability or for fire and extended coverage insurance covering the Property. Tenant shall occupy the Property, conduct its business and control its agents, employees, invitees and visitors in such a way as is lawful, and reputable and will not permit or create any nuisance, noise, odor, or otherwise interfere with, annoy or disturb any other Tenant in the Building in its normal business operations or Landlord in its management of the Building. Tenant's use of the Property shall conform to all landlord's rules and regulations relating to the use of the Property as listed on Exhibit A attached hereto. Motor vehicles stored outside should be related to the operation of the primary use of the building. The outside area should not be used for outside storage as a primary use; that being this space leased to a tenant with the primary purpose of being outside storage. Inoperable vehicles (as defined in City Code) should be stored indoors. Vehicles in a state of repair should be screened from public view. The parcel shall not be used for salvage operations; that being used for the purpose of dismantling product with the purpose of selling the individual pieces from the original product.

12. ACCESS TO LEASED PROPERTY:

The Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the Property at all times during usual business hours for the purpose of inspecting the same and making any necessary repairs to the Property and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar body or that Landlord may deem

necessary to prevent waste or deterioration in connection with the Property. Nothing herein shall imply any duty upon the part of Landlord to do any such work which, under any provision of this Lease, Tenant may be required to perform and the performance thereof by Landlord shall not constitute a waiver of Tenant's default n failing to perform the same. The Landlord may, during the progress of any work in the Property, keep and store upon the Property all necessary materials, tools and equipment. The Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage of Tenant by reason of making repairs or the performance on any work in the Property, or on account of bringing materials, supplies and equipment into or through the Property during the course thereof and the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever.

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

13. EMINENT DOMAIN:

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

a. **Property Acquired** If the whole of the Property shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the later of the end of the notice period pursuant to paragraph 1b. or the date possession shall be taken in such proceeding and all rentals shall be paid up to that date.

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

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

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

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

14. DAMAGE OR DESTRUCTION:

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

a. **Significant Damages.** If the Property is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Landlord, will equal or exceed ten percent (10%) of the replacement value of the Property (exclusive of foundations) just prior to the occurrence of the damage, then Landlord or Tenant may, no later than the sixtieth (60^{th}) day following the damage, give the other party written notice of their election to terminate this Lease.

b. **Date of Termination.** If the event Landlord or Tenant elects to terminate this Lease, it shall be deemed to terminate on the date of the receipt of the notice of election and all rentals shall be paid up to that date. Tenant shall have no claim against landlord for the value of any unexpired term of this Lease.

Notwithstanding anything contained in this paragraph 15 to the contrary, Landlord shall only be obligated to restore the Property to the extent of the insurance proceeds actually received, but if the insurance proceeds actually received do not permit Landlord to restore the Property, Landlord shall so notify Tenant and either Landlord or Tenant may terminate this Lease by written notice given within 60 days after Landlord's notice. If Landlord restores the Property in accordance with the provisions of this Section, then Tenant shall not have any right to terminate this Lease because of such damage pursuant to (i) any common law rights, (ii) Minnesota Statutes §504.131 as now in effect or as it may be hereafter amended or supplemented, or (iii) any comparable right established b a similar statute.

15. CASUALTY INSURANCE:

a. **Landlord to Maintain.** Landlord shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance with premiums paid in advance issued

by an insurance company licensed to do business in the State of Minnesota insuring the Property against loss or damage by fire, explosion or other insurable hazards and contingencies for the full insurance value, provided that Landlord shall not be obligated to insure any furniture, equipment, machinery, goods or supplies not covered by this Lease which Tenant may bring upon the Property or any additional improvements which Tenant may construct or install on the Property.

b. **Tenant to Maintain.** Tenant shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance with premiums paid in advance issued by an insurance company licensed to do business in the State of Minnesota insuring the Property against loss or damage by fire, expulsion or other insurable hazards and contingencies for the full insurable value of Tenant's improvements to the Property and Tenant's personal property.

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

d. **Waiver of Liability.** Landlord hereby waives and releases all claims, liabilities and causes of action against Tenant and its agents, servants and employees for loss or damage to, or destruction of, the Property or any portion thereof, including the buildings and other improvements situated thereon, resulting from fire, explosion and other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. Likewise, Tenant hereby waives and releases all claims, liabilities and causes of action against Landlord and its agents, servants and employees for loss or damage to, or destruction of, any of the improvements, fixtures, equipment, supplies, merchandise and other property, whether that of Tenant or of others, upon or about the Property resulting from fire, explosion or the other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. The waiver shall remain in force whether or not Tenant's insurer shall consent thereto.

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

16. PUBLIC LIABILITY INSURANCE:

Tenant shall during the term hereof keep in full force and effect at its expense a policy or policies of public liability insurance with respect to the Property and the business of Tenant, on terms with companies approved in writing by Landlord, in Landlord. Landlord shall be named as additional insured under all policies. Limits of liability shall not be less than a combined policy limit of at least $2,000,000.00 applying to Bodily Injury, Property Damage and Personal Injury. Such policy(ies) shall: (i) provide that such policies are primary and landlord's policy(ies) are noncontributing; (ii) include a cross-liability endorsement, and (iii) require that at least 30 days prior written notice must be given to Landlord prior to cancellation, expiration or material adverse changes to such policy(ies). Tenant shall furnish evidence satisfactory to Landlord at the time this Lease is executed that such coverage is in full force and effect.

17. DEFAULT OF TENANT:

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

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

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

d. **Tenant Payment.** In the event suit shall be brought for recovery of possession of the Property, for the recovery of rent of any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including a reasonable attorney's fee, together with interest on all such expenses at the rate of ten percent (10%) per annum from the date of such breach of the covenants of this Lease.

e. **Waiver of Rights of Redemption.** Tenant also waives any demand for possession of the Property, and any demand for payment of rent and any notice of intent to re-enter the Property, or of intent to terminate this Lease, other than the notices above provided in this paragraph, and waives any and every other notice or demand prescribed by any applicable statutes or laws.

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

18. INDEMNITY & HOLD HARMLESS:

Except to the extent that liability for damages or loss is caused by the intentional acts or gross negligence of Landlord, its agents or employees, Tenant shall indemnify, protect, defend (at Landlord's request and with counsel approved by Landlord) and hold Landlord and each of its respective officers and employees harmless from and against every demand, claim, cause of action, judgment and expense, including, but not limited to, reasonable attorney's fees and disbursements of counsel, whether suit is initiated or not, and all loss and damage arising from: (a) any injury, loss or damage to the person or property of Tenant, or to any other person rightfully in the Property, , (i) occurring in or about the Property, or (ii) caused by the negligence or misconduct of Tenant, or Tenant's affiliates or any of their respective employees, representatives, agents or contractors, or (iii) resulting from the violation of any legal requirements or the provisions of this Lease by Tenant, or Tenant's affiliates or any of their respective employees, representatives, agents or contractors; (b) any loss or damage, however caused, to books, records, computer or other electronic equipment or data or media, files, artwork, money, securities, negotiable instruments or papers in the Property; (or (c) any loss or damage resulting from interference with or obstruction of deliveries to or from the Property caused by Tenant or Tenant's affiliates or any of their respective employees, representatives, agents or contractors. All property kept, maintained or stored on the Property shall be so kept, maintained or stored at the sole risk of Tenant. If any mechanic's lien is filed against any part of the Property for work claimed to have been done for, or materials claimed to have been furnished to Tenant, such mechanic's lien shall be discharged by Tenant within ten (10) days thereafter, at Tenant's sole cost and expense, by the payment thereof or by making any deposit required by

law or by posting a bond with such surety, in such amount and in such form as landlord deems proper. Tenant shall immediately notify Landlord of any mechanic's lien or other lien filed against the Property or any part thereof by a contractor or subcontractor of Tenant or otherwise by reason of work claimed to have been done for or materials claimed to have been furnished to Tenant. If Tenant fails to remove such lien or post such bond within the ten (10) day period following the filing thereof, Landlord may, at its sole discretion and without waiving its right and remedies based on such breach by Tenant and without releasing Tenant from any of its obligations, cause such lien to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. Tenant shall, in such event, pay to Landlord at once, upon notice by Landlord, any sum paid by Landlord to remove such lien, together with interest at the rate of twelve percent (12%) from the date of such payment by Landlord. Landlord shall have the right at all times to post and keep posted on the Property any notices permitted or required by applicable law, or that Landlord shall deem proper for the protection of Landlord, the Property, the Property and any other party having an interest therein, from liens. All material suppliers, contractors, artisans, mechanics, laborers and other parties contracting with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Property are hereby charged with notice that they must look solely to Tenant for payment of the same and Tenant's purchase orders, contracts and subcontracts in connection therewith must clearly sate this requirement.

19. NON-LIABILITY:

Subject to the terms and conditions of paragraphs 6 and 15 hereof, Landlord shall not be liable for damage to any property of Tenant or of others located on the Property, or for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Property or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by Tenants or persons in the Property, occupants of adjacent property, of the buildings, or the public or caused by operations in connection of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in the Property. All property of Tenant kept or stored on the Property shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

20. ASSIGNMENT OR SUBLETTING:

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

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

21. ATTORNMENT:

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

22. NOVATION IN THE EVENT OF SALE:

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

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

23. SUCCESSORS AND ASSIGNS:

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

24. REMOVAL OF FIXTURES:

Notwithstanding anything contained in paragraph 8, paragraph 28 or elsewhere in this Lease, if Landlord requests then Tenant will promptly remove at the sole cost and expense of Tenant all fixtures, equipment and alterations made by Tenant simultaneously with vacating the Property and Tenant will promptly restore the Property to the condition that existed immediately prior to said fixtures, equipment and alterations having been made all at the sole cost and expense of Tenant.

25. QUIET ENJOYMENT:

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

26. RECORDING:

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

27. OVERDUE PAYMENTS:

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

28. SURRENDER:

On the Expiration Date or upon the termination hereof upon a day other than the Expiration Date, Tenant shall peaceably surrender the Property broom-clean in good order, condition and repair, reasonable wear and tear only excepted unless the Lease has been terminated pursuant to paragraphs 1.b, 13 or 14. On or before the Expiration Date or upon termination of this Lease on a day other than the Expiration Date, Tenant shall, at its expense, remove all trade fixtures, personal property and equipment and signs from the Property and any property not removed shall be deemed to have been abandoned. Any damage caused in removal of such items shall be repaired by Tenant and at its expense. All alterations, additions, improvements and fixtures (other than trade fixtures) which shall have been made or installed by Landlord or Tenant upon

the Property and all floor covering so installed shall at the option of Landlord remain upon and be surrendered with the Property as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of this Lease. If the Property is not surrendered on the Expiration Date or the date of termination, Tenant shall indemnify Landlord against loss or liability, claims, without limitation, made by any succeeding Tenant founded on such delay. Tenant shall promptly surrender all keys for the Property to Landlord at the place then fixed for payment of rent and shall inform Landlord of combinations of any locks and safes on the Property.

29. HOLDING OVER:

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

30. ABANDONMENT:

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

31. CONSENTS BY LANDLORD:

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

32. NOTICES:

Any notice required or permitted under this Lease shall be deemed sufficiently given or secured if sent by registered or certified return receipt mail to Tenant at 6745 Highway 10 NW, Ramsey, Minnesota 55303, and to Landlord at the address then fixed for the payment of rent as provided in paragraph 4 of this Lease, and either party may by like written notice at any time designate a different address to which notices shall subsequently be sent or rent to be paid.

33. RULES AND REGULATIONS:

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

34. INTENT OF PARTIES:

Except as otherwise provided herein, Tenant covenants and agrees that if it shall any time fail to pay any such cost or expenses, or fail to take out, pay for, maintain or deliver any of the insurance policies above required, or fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant in this Lease contained, pay any such cost or expense, effect any such insurance coverage and pay premiums therefore, and may make any other payment or perform any other act on the part of Tenant to be made and performed as in this Lease provided, in such manner and to such extent as Landlord may deem desirable, and in exercising any such right, to also pay all necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorney's fees. All sums so paid by Landlord and all necessary and incidental costs and expenses in connection with the performance of any such act by Landlord, together with interest thereon at the rate of twelve percent (12%) per annum from the date of making of such expenditure, by Landlord, shall be deemed Additional Rent hereunder, and shall be payable to Landlord on demand. Tenant covenants to pay any such sum or sums with interest as aforesaid and Landlord shall have the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of the Base Rent payable under this Lease.

35. GENERAL:

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

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

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

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

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

f. **No Relocation Benefits.** The Tenant waives its right to relocation benefits under any state or federal law in the event Landlord elects to terminate this Lease prior to the expiration of the Lease Term or any subsequent term thereafter.

36. NO WASTE OR NUISANCE AND COMPLIANCE WITH LAWS:

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

b. **Obey Laws.** Tenant covenants throughout the Lease Term, at Tenant's sole cost and expense subject to Landlord's warranty in paragraph 6, promptly to comply with all laws and ordinances and the orders, rules and regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards, and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Property are situated, or any other body now or hereafter created with jurisdiction over the Property, and whether or not the same require structural repairs or alterations, which may be applicable to the Property, or the use or manner of use of the Property. Tenant will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the buildings and improvements on the Property and the equipment thereof.

37. HAZARDOUS MATERIAL:

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

38. CAPTIONS:

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

39. ATTACHMENTS:

See also Exhibit A, which Exhibit is attached hereto and made a part hereof.

Exhibit	Description
Exhibit A	Property Rules and Regulations
Exhibit B	Graphic Depiction of Property

40. SUBMISSION:

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

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

LANDLORD:

CITY OF RAMSEY, a
Minnesota Municipal Corporation

By:_____
Bob Ramsey, Mayor

By:_____
Kurt G. Ulrich, City Administrator

TENANT:

INDEPENDENT AUTO SERVICE, INC.
Minnesota Corporation

By:_____
Allen Berg, Chief Executive Manager

EXHIBIT A
TO LEASE AGREEMENT
DATED November 1, 2012

BUILDING RULES AND REGULATIONS

1. Any sign, lettering, picture, notice or advertisement installed on or in any part of the Property and visible from the exterior of the Property, shall be installed at Tenant's sole cost and expense, and in such manner, character and style as Landlord may approve in writing. Anything herein to the contrary notwithstanding, approval as to signs shall be subject to Landlord's approval which may not be unreasonably withheld. In the event of a violation of the foregoing by Tenant, landlord may remove the same without any liability and may charge the expense incurred by such removal to Tenant.

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

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

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

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

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

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

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

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

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

11. Tenant shall be responsible for all repair and maintenance of mechanical systems and devices associated with Tenant's Property, including, but not limited to, heating and air conditioning equipment, water heaters, exhaust fans, plumbing and electrical. Landlord must be advised of any such repair, etc. and must approve of any such repair. Landlord warrants that the equipment is in proper working order on the Commencement Date.

12. Alterations of any nature to the Property by Tenant shall require written approval of Landlord. Such approval shall not be unreasonably withheld. In the event of a violation of the foregoing by Tenant, Landlord may remove the same without any liability and may charge the expense incurred by such removal to Tenant.

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

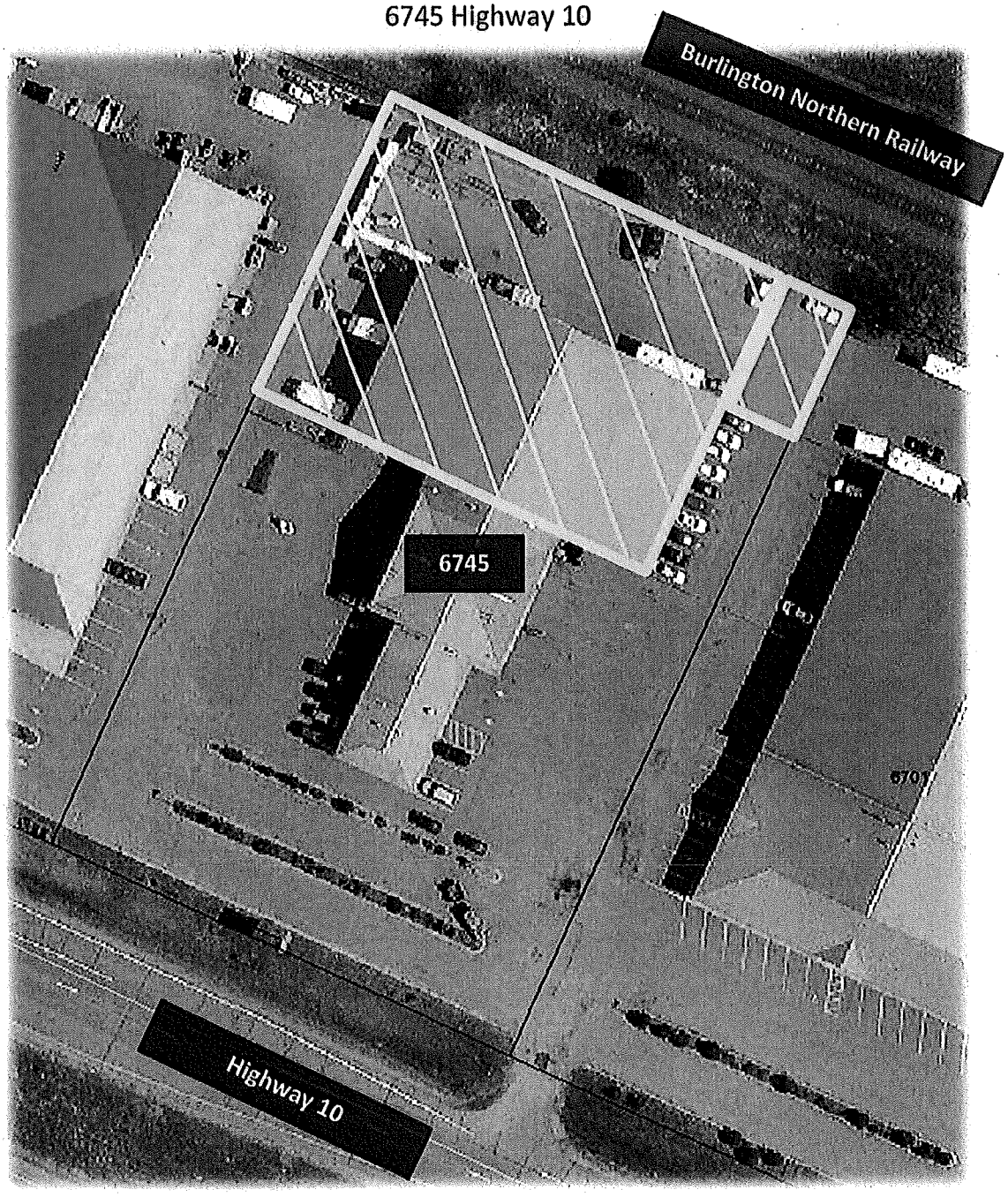
14. Landlord reserves the right at any time to rescind, alter or waive, in whole or in part, any of these Rules and Regulations when deemed necessary, desirable, or proper, in Landlord's judgment, for its best interest or for the best interest of the tenants of the Complex. Tenant reserves the right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

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

Exhibit B
Graphic Depiction of Property

Exhibit B

6745 Highway 10



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/28/2012

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

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

PRODUCER	CONTACT NAME: Greg J Peterson
Loretz-Johnson Agency, Inc. 224 East Main St., Suite 203 Anoka MN 55303	PHONE (A/C, No, Ext): (763) 421-1290 FAX (A/C, No): (763) 421-6530 E-MAIL ADDRESS: gregpeterson@live.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Auto Owners Insurance Company	18988
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Independent Auto Service
6745 Hwy 10 NW

Ramsey MN 55303

COVERAGES **CERTIFICATE NUMBER:12-13** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [x] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			9640425801	8/15/2012	8/15/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy. Certificate is for information purposes and is intended to provide a summary of coverage at the time of issuance.

CERTIFICATE HOLDER

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeremy Loretz/JJL

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

COPY 1/2

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT, dated this 30th day of November, 2012, (this "Sublease") is by and between Independent Auto Service Inc., a Minnesota corporation, 6745 Highway 10 NW, Ramsey, Minnesota 55303 (the "Sublessor) and First Choice Towing and Recovery, Inc., a Minnesota corporation, 16450 Nowthen Boulevard NW, Ramsey, Minnesota 55303 (the Sublessee).

PROPERTY. The Subleased Property is a part of the property located at 6745 Highway 10 NW, Ramsey, Minnesota and consists of 240 s.f. of front office space, two indoor parking spaces in the first repair bay all in the building on the Subleased Property, and ten outside parking spaces in a secured fenced area between the Subleased Property building and the building located at 6701 Highway 10 NW, Ramsey, Minnesota. (see attached fig. A).

1. **TERM:**

   A. **Sublease Term.** Sublease term is a period of 32 months commencing on the first day of December, 2012 and terminating July 31, 2015. The "Expiration Date" as used herein is July 31, 2015.

   B. **Option to Renew.** Sublessee is granted an option to extend this Sublease for an additional 24 month term after the Expiration Date if the Sublessee has continuously occupied the Subleased Property, on the same terms and conditions of this Sublease. Sublessee shall notify Sublessor in writing at least sixty (60) days before the Expiration Date of its intent to exercise this Option to Renew.

   C. **Sublessor's Notice to Quit.** Notwithstanding the Sublease Term or the Option to Renew term, the Sublessor in its sole discretion upon 60 days prior written notice to Sublessee may give notice to Sublessee that this Sublease is terminated and upon the effective date of the Notice, this Sublease shall be terminated.

2. **BASE RENT.** Sublessee shall pay Sublessor a total rent payment for the Subleased Property on the first day of each month in equal monthly installments according to the following schedule:

   December 1, 2012 ..... $300.00/mo
   January, 2013 – July, 2014 ..... $500.00/mo

3. **ORIGINAL LEASE.** This Sublease Agreement incorporates and is subject to the original lease agreement between the Sublessor as Tenant and the City of Ramsey as Landlord which lease is dated January 27, 2012, a copy of which lease is attached hereto and incorporated as if it were set out here at length. Sublessee agrees to assume all of the obligations and responsibilities of the Sublessor under the original lease dated January 27, 2012, for the duration of this Sublease Agreement.

4. **PROPERTY CONDITION.** Sublessee agrees to surrender and deliver to the Sublessor the Subleased Property in as good a condition as at the beginning of the term, reasonable wear and tear excepted. The Sublessee will be liable to the Sublessor for any damages occurring to the Subleased Property or the contents thereof or to the building which are done by the Sublessee or its guests.

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

SUBLESSOR:

INDEPENDENT AUTO SERVICE, INC., a Minnesota Corporation

By: _____ 11/30/12
Its: President

SUBLESSEE:

FIRST CHOICE TOWING AND RECOVERY, INC., a Minnesota Corporation

By: _____
Its: President